

**MINUTES OF A REGULAR CITY COUNCIL MEETING HELD WEDNESDAY  
APRIL 20, 2011 - 6:00 P.M. – ROCKVILLE CITY HALL.**

The meeting was called to order by Mayor Jeff Hagen. Roll Call was taken and the following members were found to be present: Mayor Hagen, Council Members: Bill Becker, Jerry Schmitt, Don Simon, Randy Volkmuth & Duane Willenbring. Absent: Jeff Howe

Staff members present were: Administrator/Clerk Rena Weber, Public Works Director Rick Hansen, Engineer Scott Hedlund & Planning Commission Chair Toni Honer.

Others present –Ericka, Gail & Charles Kinzer, Tудie Hermanutz, Mike Hofmann, Aaron Cheeley Vince Schaefer & Dave Volkmuth.

**OPEN FORUM** – Ericka Kinzer was present at the meeting to inform the council of a Senior Girl Scout Gold Award project that she is working on. She would like to coordinate and build a 32' x 42' shelter at Community Park. If approved she will do fund raisers, host a barn dance, and seek donations. The estimated cost is \$10,000 and will be similar to the shelter at Pleasant Lake.

**Motion by Member Willenbring, second by Member Volkmuth, to authorize Ms. Kinzer to go ahead with the fund raising, provide a site plan, continue to work with the Park and Recreation Board, and further to have the Chair report back to council on the progress.**

**AYES: Becker, Hagen, Schmitt, Simon, Volkmuth & Willenbring**  
**Motion passed on a 6 to 0 vote.**

**ADDITIONS TO THE AGENDA – Motion by Member Willenbring, second by Member Simon, to approve the additions for the agenda for discussion purposes.**

**AYES: Becker, Hagen, Schmitt, Simon, Volkmuth & Willenbring**  
**Motion passed on a 6 to 0 vote.**

**CONSENT AGENDA – Motion by Member Becker, second by Member Volkmuth, to approve the consent agenda as presented:**

- a) **Approve minutes of 03/16/11 & 04/06/11**
- b) **Approve Treasurer's Report of 04/20/2011**
- c) **Approve List of Bills and Additions of 04/20/2011**
  - ◆ **Payroll Ck #003964 – 003993** **\$19,037.06**
  - ◆ **Accounts Payable Ck #012787 to 012852** **48,814.43**
  - ◆ **EFT #000408 – 000421** **9,791.03**
- d) **Resolution 2011-05 – Findings of Fact – Herberg contract (Attached and marked Exhibit A)**

**AYES: Becker, Hagen, Schmitt, Simon, Volkmuth & Willenbring**  
**Motion passed on a 6 to 0 vote.**

**BOARD/STAFF REPORTS**

**POLICE DEPARTMENT** –There was no representative present so Rena Weber reported there were 40 contract hours for the month of March.

**PLANNING COMMISSION** – Chair Toni Honer was present to discuss:

- ◆ Ordinance No. 2011-69 – Right to Farm
- ◆ Ordinance No. 2011-70 – Rural Residential Zoning and Amendments

Chair Honer reported that after the joint meeting changes were made and the proposed Ordinances would be ready for public hearing. She did have one thing that needed to be discussed, however and that is Ordinance No. 2009-62 that was passed in 2009 specifically allows large animal units on 5 acres by IUP for R-1, R-2, and R-3 Districts.

**Section 17: “R-1” Single Family Residential District is amended to add:**

**Subdivision 4: Conditional Uses**

8. Animal Feedlots subject to provisions of Stearns County Feedlot Ordinance and further farm animals may be allowed on lots that are 5 Acres or more in size subject to an Interim Use Permit and at a maximum density of .50 animals per acre. Any building where farm animals are kept shall be setback a distance of 100 Feet from the property line or road easement.

**Section 17: “R-1” Single Family Residential District is amended to include a new section 5 – Interim Use Permits and further to re-number the remaining subdivisions.**

**Subdivision 5: Interim Use Permits**

The following interim uses are permitted in the R-1 District with an interim use permit:

1. Farm animals

**Section 18: “R-2” Two Family Residential District is amended to add:**

**Subdivision 4: Conditional Uses**

8. Animal Feedlots subject to provisions of Stearns County Feedlot Ordinance and further farm animals may be allowed on lots that are 5 Acres or more in size subject to an Interim Use Permit and at a maximum density of .50 animals per acre. Any building where farm animals are kept shall be setback a distance of 100 feet from the property line or road easement.

**Section 18: “R-2” Two Family Residential District is amended to include a new section 5 – Interim Use Permits and further to re-number the remaining subdivisions.**

**Subdivision 5: Interim Use Permits**

The following interim uses are permitted in the R-2 District with an interim use permit:

1. Farm animals

**Section 19: “R-3” Multiple Family Residential District is amended to add:**

**Subdivision 4: Conditional Uses**

8. Animal Feedlots subject to provisions of Stearns County Feedlot Ordinance and further farm animals may be allowed on lots that are 5 acres or more in size subject to an Interim Use Permit and at a maximum density of .50 animals per acre. Any building where farm animals are kept shall be setback a distance of 100 feet from the property line or road easement.

**Section 19: “R-3” Multiple Family Residential District is amended to include a new section 5 – Interim Use Permits and further to re-number the remaining subdivisions.**

**Subdivision 5: Interim Use Permits**

The following interim uses are permitted in the R-3 District with an interim use permit:

1. Farm animals

Chair Honer stated that we are proposing to allow farming on 10 acres or more by CUP under the Rural Residential and actually the use is allowed without re-zoning. It was determined that this would not be changed as people still have to request an IUP.

Rena Weber reported that she had Becky Schlorf Von Holdt from Stearns County Environmental Services review the ordinances and she voiced concern on the legality of prohibiting law suits in district court. Rena will have the attorney review the ordinances.

Rena also reported that she had Stearns County ES create a map of the feedlots and the 700' circle for our records.

It was determined to start the meeting at 6:30 p.m. instead of 6:00 p.m. on 5/18 and further to schedule the public hearings for 7:15 p.m. to allow more people to attend.

**PUBLIC WORKS** – Rick Hansen reported on the following:

**RFA – ROOF RE-SHINGLE** – Three quotes were received to re-shingle the maintenance building:

Lumber One – Cold Spring	\$10,922.82
Mark Magedanz Construction, Inc.	\$11,000.00
Tom Kellner Construction	\$ 9,500.00

Rick reported that these bids are to remove one layer of shingles and the original building had at least two layers of tar that may not be removed so easy. This may cost extra.

Member Willenbring asked if there were specs for the job. Yes.

**Motion by Member Becker, second by Member Willenbring, to award the project to Tom Kellner Construction in the amount of \$9,500.00.**

**AYES: Becker, Hagen, Schmitt, Simon, Volkmuth & Willenbring**

**Motion passed on a 6 to 0 vote.**

**RFA – FRONT END LOADER** - Rick Hansen presented a written report on how and where the front end loader could be used and the cost savings associated with it. (See Attachment B). Quotes for other units are on file in the office of the Administrator/Clerk.

Member Volkmuth asked is there a way that other cities could share in such a cost. Rick Hansen reported that Cold Spring has 3 loaders and Richmond has a Skidster.

Member Volkmuth indicated it seems there is a need in the city.

Rick Hansen reported that he received approval to store the front end loader at the Fire Hall. In addition they will pour a cement slab in the rear of the lot to store salt sand. This will be covered with heavy plastic.

**Payment options for wheel loader:**

Designated Funds:

E 101-43100-540 Machinery and Equipment	\$ 4,000.00
Fund Balance	\$4,000.00
E 101-43100-320 Ditch Mowing	\$20,000.00
Fund Balance	\$21,960
E 101-43100-317 Seal Coating	\$12,500.00
Fund Balance	\$53,340.00

Total \$36,500.00

**Motion by Member Becker, second by Member Schmitt, to approve the purchase of a front end wheel loader and pay for it using the designated funds as requested.**

**AYES: Becker, Hagen, Schmitt, Simon, Volkmuth & Willenbring**

**Motion passed on a 6 to 0 vote.**

**DUST CONTROL** – Rick requested approval to hire Central MN Dust Control for the 2011 dust control. This is a company out of Richmond and applied our dust control last year. The price is \$0.59 per foot @ 18ft wide. The price has increased \$0.07 per foot due to increase fuel prices. Ferrell Gas is no longer in the dust control business. He received a price from Tri City Paving and they are at the same rate as Central MN Dust Control.

We have \$12,000.00 budgeted for dust control.

Fund # E101-43100-329

**Motion by Member Becker, second by Member Willenbring, to approve the request to hire Central MN Dust Control for dust control as requested.**

**AYES: Becker, Hagen, Schmitt, Simon, Volkmuth & Willenbring**

**Motion passed on a 6 to 0 vote.**

Member Simon questioned what is the policy if someone wants to get dust control by their home?

**DUST CONTROL POLICY ADOPTED 6/9/09 AT THE STREET COMMITTEE MEETING**

**Motion by Member Volkmuth, second by Member Willenbring, to recommend leaving it up to the discretion of Rick Hansen based on a first come, first served basis and to charge 50/50 on dead end roads or roads that are the least traveled. Motion carried unanimously.**

**ROAD IMPROVEMENTS – Rick Hansen presented estimates of road improvements for 2011  
Cost estimates for 2011 road repairs based on 2010 prices**

245 <sup>th</sup> St. 120ft X 21ft. \$7,156	<b>Re-Construct</b>
Rausch Lake Road 340ft X 21ft \$20,269 (patch 1)	<b>Air Patch</b>
Rausch Lake Road 150ft X 21ft \$8,946 (patch 2 )	<b>Air Patch</b>
Ahles Road 5257ft X 22ft \$ 446,845 (Lake Rd to 88 <sup>th</sup> Ave.) <b>(88<sup>th</sup> to 93<sup>rd</sup> Ave)</b>	<b>Re-Construct (this is a top priority)</b>
Pleasant Road 3211ft X 21ft \$272,935 (2600ft South of County 137 to end of road)	<b>Air Patch bad spots except for one</b>
Lena Ln 4467ft X 21ft \$379,695 <b>(Lake Road to top of hill)</b>	<b>Re-Construct</b>
Burg St. 2495ft X 23ft \$212,075	<b>Dig up and repair</b>
Alvin Ct. 492ft X 23ft \$41,820	<b>Air Patch</b>
Marlene Ct. 492ft X 23ft \$41,820	<b>Air Patch</b>
TOTAL \$ 1,431,561	

Total estimate on the last 6 roads include engineering assuming they will get a reconstruct like Grand Lake Rd in 2010. The top 3 will be bid and supervised by Public Works and be repaired as a patch versus total reconstruct. . These prices are based ONLY on prices received in 2010.

We may need to include some work on White Oak Road as well. **Air Patch**

Rick Hansen suggested going into an agreement with Cold Spring & Richmond and purchase used air patching equipment at a cost of \$8500 (*plus tax*) or 1/3 the cost. This is a machine that uses hot oil and small granite chips. Steps in air patching are: blow out the area first, add the hot oil and small granite chips (it basically glues the road back together) and when they are done they will put dry granite chips over it.

Discussion was then held regarding which streets could use air patching Vs reconstruct.

***Motion by Member Becker, second by Member Simon, to go ahead with the purchase of the air patching equipment at \$8500 if all cities agree.***

Member Volkmuth asked if there is a sizeable amount of maintenance that has to be done with the equipment. Rick Hansen reported that hoses may cost \$200 each. This equipment is a 2001 model and has 4200 hours on it.

***AYES: Becker, Hagen, Schmitt, Simon, Volkmuth & Willenbring  
Motion passed on a 6 to 0 vote.***

**SOIL BORINGS** – Discussion was held regarding the need for soil borings of Ahles Road. This was approved by Public Works to do soil borings from 88<sup>th</sup> to Hunstiger's Road (93<sup>rd</sup> Ave).

Member Simon voiced concern that if you are going to do it – do it right.

Mayor Hagen urged all to stay as close to what is budgeted and fix the worst first.

Member Volkmuth stated that in his mind the two that need work are:

Ahles Road – 2000 feet - \$200,000

Lena Lane –

Cost of reclaiming a road is \$35.00/ft to \$40.00 minimum of ½ mile Vs \$85.00/ft. for reconstruction.

Scott Hedlund indicated that we need to look at the assessment policy – we can call it reconstruct, but hopefully it can be reclaimed, the more we can reclaim the better.

Rena Weber reminded the council that discussion was held recently to limit the number of garbage hauler on the road.

Member Volkmuth stated that he brought this up and understands it is a touchy issue.

Member Willenbring stated that he disagrees as this is what happens when government intervenes with the private market.

Mayor Hagen indicated that there is \$80,000- \$100,000 of road reclaiming and asked is there some savings if we do some of the work prior to having some firm coming out doing it all.

***Motion by Member Volkmuth, second by Member Becker, to have the Public Works Director explore the best options to spend up to \$200,000 on what makes the most sense as far as reclaiming and the rest should be spent on patching with the worst being done first and further reporting back to Public Works Committee.***

***AYES: Becker, Hagen, Schmitt, Simon, Volkmuth & Willenbring  
Motion passed on a 6 to 0 vote.***

***Motion by Member Simon, second by Member Willenbring, to authorize soil boring on Ahles Road not to exceed \$700.00.***

***AYES: Becker, Hagen, Schmitt, Simon, Volkmuth & Willenbring  
Motion passed on a 6 to 0 vote.***

Rick Hansen had one more request stating that he needs money to buy materials for the air patching equipment.

***Motion by Member Volkmuth, second by Member Simon, to re-designate \$10,000 from seal coating to road patching thereby adjusting the budget by \$10,000.***

***AYES: Becker, Hagen, Schmitt, Simon, Volkmuth & Willenbring  
Motion passed on a 6 to 0 vote.***

#### NEW BUSINESS

**ORDINANCE NO. 2011-71 Gas Franchise Renewal Centerpoint Energy** –Rena Weber reported this is a renewal of a franchise agreement that has been approved by Centerpoint Energy. A public hearing needs to be scheduled.

***Motion by Member Volkmuth, second by Member Becker, to schedule a public hearing for adoption of Ordinance No. 2011-71 – Gas Franchise Renewal for 5/18/11 at approximately 6:45 p.m. (Attachment C).***

***AYES: Becker, Hagen, Schmitt, Simon, Volkmuth & Willenbring  
Motion passed on a 6 to 0 vote.***

**MEMBERSHIP IN JOINT AREA CITIES** – Discussion was held regarding the membership in the area cities group. It was felt that their legislative priorities are not necessarily the same as Rockville's.

Rena Weber did report that possible inclusion of the ½ cent tax earns about \$100,000 for St. Augusta each year and maybe Rockville could earn something from sales tax on goods sold.

***Motion by Member Volkmuth, second Mayor Hagen, to respectfully decline membership in the area cities group consisting of St. Cloud, Waite Park, St. Augusta, Sauk Rapids, Sartell & St. Joseph.***

***AYES: Becker, Hagen, Schmitt, Simon, Volkmuth & Willenbring***  
***Motion passed on a 6 to 0 vote.***

**RESOLUTION 2011-06** – Rena Weber reported this request is to provide legal authorization to join eCharging with BCA. Janelle Kendall's office is our prosecutor on criminal affairs. According to Matt Quinn, her assistant, any city who has their own misdemeanor processor can allow the county attorney to run checks. Also, Matt claims there is no cost to the city. They just need this authority.

***Member Willenbring introduced the following resolution and moved for its adoption:***

**RESOLUTION NO. 2011-06**

**RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE CITY OF ROCKVILLE ON BEHALF OF ITS CITY ATTORNEY AND POLICE DEPARTMENT**

WHEREAS, the City of Rockville on behalf of its Prosecuting Attorney and Police Department desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the City is eligible. The Joint Powers Agreements further provide the City with the ability to add, modify and delete connectivity, systems and tools over the five year life of the agreement and obligates the City to pay the costs for the network connection.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Rockville, Minnesota as follows:

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Rockville on behalf of its Prosecuting Attorney and Police Department, are hereby approved. Copies of the two Joint Powers Agreements are attached to this Resolution and made a part of it.

2. That the Sheriff of Stearns County, John Sanner, or his successor, is designated the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.

To assist the Authorized Representative with the administration of the agreement, Lt. Jon Lentz is appointed as the Authorized Representative's designee.

3. That the Stearns County Attorney, Janelle Kendall, or her successor, is designated the Authorized Representative for the Prosecuting Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.

To assist the Authorized Representative with the administration of the agreement, Chief Deputy Stearns County Attorney is appointed as the Authorized Representative's designee.

4. That Jeff Hagen, the Mayor for the City of Rockville, and Verena M. Weber, the Administrator/City Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

***The motion for the foregoing resolution was duly seconded by Member Volkmuth with the following vote being taken:***

***AYES: Becker, Hagen, Schmitt, Simon, Volkmuth & Willenbring***

***Motion passed on a 6 to 0 vote.***

**BUILDING OFFICIAL ANNUAL REPORT**– Rena Weber reported that as part of the contract with Inspectron, Inc. they are to give us an annual report. Also, this is the year that we either renew their contract or we go out and seek RFPs. Staff has met with Ron Wasmund and is satisfied with the work we are getting. Ron Wasmund was not present at this time.

Member Willenbring voiced concern that the two year contract is up and needs to be relet.

***Motion by Member Willenbring, second by Member Volkmuth, to seek RFP's for Building Inspection services for 2011 & 2012.***

***AYES: Becker, Hagen, Schmitt, Simon, Volkmuth & Willenbring***

***Motion passed on a 6 to 0 vote.***

#### **COMMITTEE REPORTS**

**MAYOR** – Mayor Hagen has nothing to report.

**FINANCE** – Rena Weber reported according to KDV we are going to fail at segregation of duties. She will be discussing this with Steve Wischmann when we review the draft copy of the audit. It was determined that the Finance Committee will continue to meet 15 minutes early to approve the reconciliation reports.

**PUBLIC WORKS – Request signs along County Road 8** – Rena Weber reported that this is a result of the Safety concerns of Member Schmitt and how this could be resolved. Member Schmitt had also spoke to the neighbors about installing and paying for a speed sign along CR 8.

Member Becker indicated the noise, speed and safety are an issue and that is why we are requesting the signs.

***Member Volkmuth introduced the following resolution and moved for its adoption:***

#### **RESOLUTION NO. 2011-07**

#### **RESOLUTION REQUESTING CERTAIN SIGNS TO BE INSTALLED ALONG COUNTY ROAD 8 IN THE CITY OF ROCKVILLE**

**WHEREAS**, County Road 8 is located in the City of Rockville, but is under the jurisdiction of Stearns County, and;

**WHEREAS**, There is a concern regarding noise, speed, safety, and;

**WHEREAS**, Installation of certain signs may help the situation.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Rockville, Stearns County, Minnesota.

1. The City Council hereby requests that "Blind Entrance" and "Noise enforcement" signs be placed on County Road 8 at designated sites in the City of Rockville.

***The motion for the foregoing resolution was duly seconded by Member Schmitt with the following vote being taken:***

***AYES: Becker, Hagen, Schmitt, Simon, Volkmuth & Willenbring***

***Motion passed on a 6 to 0 vote.***

Rena Weber reported that the speed sign will be brought back at a later date.

**RTCB** – The Rocori Trail group has come to an agreement with Cold Spring Granite and they did not file any issue with the STB (Surface Transportation Board) regarding the abandonment of the railroad between the Mill Creek Bridge west to Cold Spring. The tracks will be left in and the trail built next to it (if that is the way we actually go). CSG has agreed to work with the RTCB.

**ADMINISTRATOR’S REPORT**

**COPIER LEASE** – Staff was experiencing problems with the copier that we lease from Marco. In checking with two firms we received quotes that amounted to less than what we currently are paying and therefore will be saving \$88.47/mo. Or \$1,061.64/yr.

**TOILET RENTAL** – Rena Weber reported that in checking around Kraemer’s in Cold Spring would like our service, Sanitation Services (former servicer) and Nelson’s all wanted the business. Nelson’s contract will save us \$66.39/mo on the handicapped unit. A regular unit will cost us \$38.75/mo instead of \$65.00/mo. This will save us \$954.18/yr.

**FIRE HALL THEFT** – Rena Weber reported that she was waiting for the written report from Stearns County Sheriff regarding the recent theft of equipment from the Fire Hall. Long story short – a former employee of Gold Cross was stealing equipment from the Fire Hall and other fire halls, but was caught in the act by two of our fire fighters. Gold Cross has replaced the equipment in hopes that it does not wreck our relationship. They also paid to have the locks re-keyed.

**OPEN FORUM**

Member Willenbring wished to discuss the contract with John Herberg. He asked that if in the future staff feels somebody is not qualified to bid they should be taken off the list instead of being publicly discussed at a council meeting. Had the individual been disqualified – he would have voted for it. He likes to vote for the local tax payer.

**ADJOURNMENT** – *Motion by Member Becker, second by Member Willenbring, to adjourn the meeting at 7:32 p.m. Motion carried unanimously.*

---

**VERENA M. WEBER-CMC**  
**ADMINISTRATOR/CLERK**

---

**JEFF HAGEN**  
**MAYOR**

EXHIBIT A  
4-20-11

**RESOLUTION NO. 2011-05  
A RESOLUTION DECLARING FINDINGS OF FACT  
JOHN HERBERG GRADING CONTRACT**

**WHEREAS**, the City of Rockville has several miles of gravel roads that require grading on an occasional basis; and;

**WHEREAS**, the City of Rockville does not have the equipment necessary to complete such task, and;

**WHEREAS**, the contract was not expected to exceed \$100,000, therefore direct negotiations were held, and;

**WHEREAS**, John Herberg of John Herberg Construction was hired to complete the grading of gravel streets in the City of Rockville during 2005, 2006, 2009 & 2010.

**WHEREAS**, In 2005 & 2006 complaints were received by staff and by various council members, and;

**WHEREAS**, In 2009 when Herberg Construction was hired again Mayor Hagen had issued a directive to Public Works Director to be given to Mr. Herberg regarding the work to be performed and signed off on by Mr. Herberg to be true and correct as far as billing purposes. A copy of this directive was given to Brian Herberg to be given to John Herberg as Mr. Herberg was still out of town, and;

**WHEREAS**, Rick Hansen was also responsible to oversee the work performed to insure the city gets what they pay for in this and every contract, and;

**WHEREAS**, According to Rick Hansen: in 2010 there were a couple of instances that when he called to get roads graded John Herberg was out of town and we had to wait for a few days for him to return or wait until Brian Herberg had time on the weekend to grade our roads. By then the roads had dried out and grading quality was less than expected, and;

**WHEREAS**, According to Rick Hansen: He had to send John out and re-grade Rausch Lake road due to the fact that the road was still washboard after he graded it, could be a gravel issue or the blade wasn't put down deep enough to grade out all the bumps, and;

**WHEREAS**, According to Rick Hansen: Last fall he knew the roads were really rough but didn't have them graded due to the fact that there was no moisture to grade the roads properly, once it rained he had them graded. He thinks it will be beneficial this year to have the backup grader available. He knew that when Felix Excavating graded the roads we did not receive any complaints in fact a few people called to let us know how good of a job he was doing. The last four years both contractors had called him after it rained to check if we needed the roads graded before he had a chance to call them, and;

**WHEREAS**, Member Volkmoth indicated that there were issues with the quality of the road grading done in the past two years, and;

**WHEREAS**, Member Simon, even though he was not on the council in 2010, received complaints from residents and reported this to the council, and;

**WHEREAS**, The City of Rockville reserves the right to reject any or all quotes in the best interest of the city.

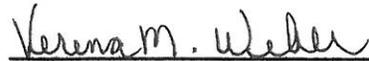
**NOW, THEREFORE**, the Rockville City Council resolves as follows:

1. The grading contract for 2011 & 2012 is hereby awarded to Kraemer Trucking & Excavating with Myron Felix as a back up.

Passed this 20<sup>th</sup> day of April, 2011.

  
\_\_\_\_\_  
**JEFF HAGEN**  
**MAYOR**

**ATTEST:**

  
\_\_\_\_\_  
**VERENA M. WEBER-CMC**  
**ADMINISTRATOR/CLERK**

The Public Works committee suggested selling the toolcat to help pay for the loader after thinking about this it is my suggestion to keep the toolcat as well. We have several attachments (Mower, Street sweeper-broom, sand & snow buckets and a snow blower) for the machine. The toolcat is valued around \$10,000-\$12,000 it is paid for and still will be a useful machine.

*The Mower:*

- ◆ We use to mower to cut grass at lift stations and other areas not designed for the smaller lawnmower.

*The Street sweeper (broom):*

- ◆ Sweep street in the rural intersections in the spring to make them safer for motorcycles and bicycles.
- ◆ Sweep the City Hall & Fire Hall Parking lot.
- ◆ Sweep the side walks & walking path down town Rockville & at Lions Park.
- ◆ Sweep seal coat rock after seal coating rural roads.
- ◆ Sweep Hockey rink.

*The Snow Blower:*

- ◆ Remove snow from the sidewalks by City Hall, Fire Hall & Main Street, Cypress Court walking path & Community walking path if Lions club can't blow it, Community hockey rink and the Lions Park walking path if the tractor at the park is down or can't blow it.

*Reasons the City of Rockville needs a wheel loader*

1. The wheel loader will be used to remove snow from Hubert Lane.
  - ◆ Past Incident - We use the toolcat, but the snow drifts in so heavily it takes a long time to blow the snow off the road. The bank along the road is very high and as we are blowing the snow the snow on the bank avalanches down ripping the mirrors and damaging the fenders. The snow

piles in so deep that we have to blow the snow in layers. This past year we received a lot of phone calls in regards to Hubert Lane blown shut and residents were stuck.

- ◆ With a wheel loader & snow blower we should complete this task in one pass, faster rate, possible reduce the upset residents that Hubert Lane is always the last road to be plowed out.

*Staff Time (3-4 hours) & reduce resident's complaints  
(Priceless)*

2. Currently the City has no way of loading the City dump trucks; we leave salt sand in the boxes of the trucks which is rusting the boxes out at a very fast rate.

- ◆ With a wheel loader we will be able to dump the salt sand out of the trucks, washout the boxes, and reload the salt sand when we need it.

*Thousand of dollars replacing truck boxes*

- ◆ **Past Incident-** This past winter the gray plow truck needed to go to Maney International to have the walking beam bushings replaced, we couldn't drive it to Cold Spring to unload the salt sand we had to unload it at the Fire Hall. We had to load the one ton with the salt sand and make two trips to Kraemers shop, dump the salt sand and then drive the gray truck to get it reloaded; with a loader we could have done this ourselves.

*Fuel (Diesel rate) for one ton, plow truck & toolcat, 2 employees staff time: To Load the one ton with toolcat, make 2 trips with one ton to Kraemers to dump the salt sand and 1 trip with plow truck to reload the truck.*

3. The snow from the City Hall parking lot is stacked along the Maintenance building and this year when that filled up we

stacked the snow on the South side of the parking lot creating a hassle for residents wanting to drop payments off at the drop slot and limiting parking space.

- ◆ With a wheel loader we will be able to haul the snow away.
- ◆ Past Incident-Cold Spring Maintenance Dept would come over and load the City trucks for us to haul away.

### *Cold Spring \$80/hour*

4. The City uses the one ton with a plow on to clear cul-de-sacs, in the past few years the cul-de-sacs got very narrow due to the inability to stack the snow very high.

- ◆ With a wheel loader we will be able to plow them faster and stack the snow higher.

5. The City has received complaints of snow piles to high by intersections.

- ◆ With a wheel loader we will be able to push the snow back further reducing the visibility issue and making intersections safer for the residents.

6. The City contracts out the street sweeping and the dirt and garbage from this is piled by the main lift station it is an unsightly mess but the only way of removing the piles is to contract with an excavator to load it for the City.

- ◆ With a wheel loader we can do this on our own.

### *Kraemers \$85/hour*

7. The cities of Cold Spring and Richmond have a contract with the County to remove snow from the County Roads which run through Main Street, it is possible that the City of Rockville could do the same if we had a loader to load the snow and add some revenue.

*Revenue- I talked to Stearns County they may be interested but can't give an amount at this time.*

8. Every year the ditch on Halfman Road near Glacier Road need to be pushed out or the water runs down the road and washes out the road. Currently we use the toolcat to push the snow out it is a good half day job and unsafe with having to drive down the ditch slope to push the snow up the opposite bank.
  - ◆ With a wheel loader we will be able to do this job in less than half the time and will be safer for the employees.

*Staff time (half day job) & liability: Toolcat is designed to do smaller jobs, this job was really too big for the toolcat.*

### *Other incidents where a wheel loader was needed.*

1. This past winter the snow blew in the fire hall parking lot so deep we had to get a farmer and his tractor and snow blower to come blow it out, the plow trucks were unable to push it any farther. Thankfully Joe Molitor donated this to the City. The toolcat would not have been able to do this job.
  - ◆ With a wheel loader we won't need to rely and hope for donated equipment to help us out.

*If we had hired Cold Spring \$80/hour or Kraemer \$85/hour but that day both would have been out plowing it might not have been until who knows when. We need to make sure the parking lot at the Fire Hall is open because we don't know when there will be an emergency call. (The liability for the City)*

2. We needed to haul gravel into the big dips on 230<sup>th</sup> Street. We had to go to Kraemers to get the gravel.
  - ◆ With a wheel loader we would have been able to buy it from the Knife River's pit on Rausch Lake Road, load it

ourselves and saved a lot on fuel and cost by not having to drive to Cold Spring.

*Cost of Fuel to Cold Spring & back & staff time.*

3. On 3/17/11 received a call at 3:55 p.m. of water running over on 227<sup>th</sup> Street which is 5 miles from the City Maintenance Shop (Far East Side of the City). Upon arrival I found a large gully already in the road. What I needed to do was to push the snow out of the ditch so the water could flow where it was suppose to flow. I had to drive back to the Lions shed to hook onto the trailer then drive over to maintenance shop where the toolcat is stored to load the toolcat onto the trailer.

- ◆ With a wheel loader I could of drove it out there, pushed the snow out of the ditch and filled in the road in less than half the time spent with the toolcat. The wheel loader has a greater reach where as the toolcat I kept sliding into the ditch, getting stuck and had to push myself out causing the snow to fall back into the ditch. It would have been a safer and faster job with the proper equipment.

*2 employees staff time, liability: toolcat is designed to do smaller jobs, this job was really too big for the toolcat (I was concerned with the safety of using the toolcat in that area) but we had to work with what we had because the road did wash out.*

4. The past 2 years we had to take toolcat to Lake Road to blow out between the walking path and the road so the water could run between the walking path and the road and not over the road into the resident's yards.

*Staff time (8 hours)*

5. There maybe a possibility of mixing our own salt & sand together but we would need to find an area to store & mix large quantities.

*Last year 2010/2011 expense was \$17,813.94 for salt/sand/load to Kraemers. If we had a storage shed & loader we could mixed our own it would cost us approximately \$5229.24 (This cost would include deliver of salt & purchase of sand)*

**Cost estimates for 2011 road repairs based on 2010 price**

245<sup>th</sup> St. 120ft X 21ft. \$7,156

Rausch Lake Road 340ft X 21ft \$20,269  
(patch 1)

Rausch Lake Road 150ft X 21ft \$8,946  
(patch 2)

Ahles Road 5257ft X 22ft \$ 446,845  
( Lake Rd to 88<sup>th</sup> Ave. )

Pleasant Road 3211ft X 21ft \$272,935  
( 2600ft South of Cnty 137 to end of road)

Lena Ln 4467ft X 21ft \$379,695

Burg St. 2495ft X 23ft \$212,075

Alvin Ct. 492ft X 23ft \$41,820

Marlene Ct. 492ft X 23ft \$41,820

TOTAL \$ 1,431,561

Total estimate on the last 6 roads include engineering the top 3 will be bid and supervised by Public Works. These prices are based ONLY on prices received in 2010.

We may need to include some work on White Oak Road as well.

## Road repair expenses

Lena Lane and Burg St.

2010 --- \$28,821 dig out and repave

\$ 500 Gravel and Public Works time to keep passable

2009 --- \$400 infrared patching

2008 --- \$1400 air patching

2006 --- \$31,000 experimental repair project

Total-- \$61,621.00

These expenses have been paid from the budget, no assessments

# CenterPoint Energy Gas Franchise Ordinance

ORDINANCE NO. 2011-71.

CITY OF ROCKVILLE, STEARNS COUNTY, MINNESOTA

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

THE CITY COUNCIL OF THE CITY OF ROCKVILLE, STEARNS COUNTY, MINNESOTA, ORDAINS:

## SECTION 1. DEFINITIONS.

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

**City.** The City of Rockville, County of Stearns, State of Minnesota.

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

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

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

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

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

**Notice.** A writing served by any party or parties on any other party or parties. Notice to Company shall be mailed to CenterPoint Energy, Minnesota Division Vice President, 800 LaSalle Avenue, Minneapolis, Minnesota 55402. Notice to the City shall be mailed to City Clerk, 229 Broadway St. East, PO Box 93, Rockville, MN. 56369. Any party may change its respective address for the purpose of this Ordinance by written Notice to the other parties.

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

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

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

## **SECTION 2. ADOPTION OF FRANCHISE.**

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

2.2 **Effective Date; Written Acceptance.** This Franchise shall be in force and effect from and after the passage of this Ordinance and publication as required by law and its acceptance by Company. If Company does not file a written acceptance with the City within 60 days after the date the City Council adopts this Ordinance, or otherwise inform the City, at any time, that the Company does not accept this Franchise, the City Council by resolution may revoke this Franchise.

2.3. **Service and Gas Rates.** The terms and conditions of service and the rates to be charged by Company for Gas Energy in City are subject to the exclusive jurisdiction of the Commission.

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

2.5. **Dispute Resolution.** If either party asserts that the other party is in default in the performance of any obligation under, the complaining party shall notify the other party of the default and the desired remedy. The notification shall be written. Representatives of the parties must promptly meet and attempt in good faith to negotiate a resolution of the dispute. If the dispute is not resolved within 30 days of the written Notice, the parties may jointly select a mediator to facilitate further discussion. The parties will equally share the fees and expenses of this mediator. If a mediator is not used or if the parties are unable to resolve the dispute within 30 days after first meeting with the selected mediator, either party may commence an action in Stearns County District Court to interpret and enforce this Franchise or for such other relief as may be permitted by law or equity for breach of contract, or either party may take any other action permitted by law.

2.6. **Continuation of Franchise.** If the City and the Company are unable to agree on the terms of a new franchise by the time this Franchise expires, this Franchise will remain in effect until a new franchise is agreed upon, or until 90 days after the City or the Company serves written Notice to the other party of its intention to allow Franchise to expire. However, in no event shall this Franchise continue for more than one year after expiration of the 20-year term set forth in Section 2.1.

### **SECTION 3. LOCATION, OTHER REGULATIONS.**

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

3.2. **Field Locations.** Company shall provide field locations for its underground Gas Facilities within City consistent with the requirements of Minnesota Statutes Chapter 216D.

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

3.4. **Restoration.** After undertaking any work requiring the opening of any Public Way or Public Ground, the Company shall restore the Public Ways or Public Grounds in accordance with Minnesota Rules, 7819.1100. Company shall restore the Public Ground to as good a condition as

formerly existed, and shall maintain the surface in good condition for two years thereafter. All work shall be completed as promptly as weather permits, and if Company shall not promptly perform and complete the work, remove all dirt, rubbish, equipment and material, and put the Public Ground in the said condition, the City shall have, after demand to Company to cure and the passage of a reasonable period of time following the demand, but not to exceed five days, the right to make the restoration of the Public Ways or Public Grounds at the expense of Company. Company shall pay to the City the cost of such work done for or performed by the City. This remedy shall be in addition to any other remedy available to the City for noncompliance with this Section 3.4, but the City hereby waives any requirement for Company to post a construction performance bond, certificate of insurance, letter of credit or any other form of security or assurance that may be required under a separate ordinance of the City.

3.5. **Avoid Damage to Gas Facilities.** The Company must take reasonable measures to prevent the Gas Facilities from causing damage to persons or property. The Company must take reasonable measures to protect the Gas Facilities from damage that could be inflicted on the Gas Facilities by persons, property, or the elements. The Company must take protective measures when the City performs work near the Gas Facilities, if given reasonable Notice by the City of such work prior to its commencement.

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

3.7. **Mapping Information.** If requested by City, the Company must promptly provide complete and accurate mapping information for any of its Gas Facilities in accordance with the requirements of Minnesota Rules 7819.4000 and 7819.4100.

3.8. **Emergency Response.** As emergency first-responders, when a public safety concern exists both the City and Company shall respond to gas emergencies within the City without additional direct fee or expense to either City or Company.

#### **SECTION 4. RELOCATIONS.**

4.1. **Relocation in Public Ways and Public Grounds.** The Company and City shall comply with the provisions of Minnesota Rules 7819.3100, with respect to requests for the Company to relocate Gas Facilities located in either Public Ways or Public Grounds.

4.2 **Relocation of Gas Facilities in Public Ground.** City may require Company, at Company's expense, to relocate or remove its Gas Facilities from Public Ground upon a finding by City that the Gas Facilities have become or will become a substantial impairment to the existing or proposed public use of the Public Ground.

4.3 **Projects with Federal Funding.** Relocation, removal, or rearrangement of any Company Gas Facilities made necessary because of the extension into or through City of a federally aided highway project shall be governed by the provisions of Minnesota Statutes Sections 161.45 and 161.46.

## **SECTION 5. INDEMNIFICATION.**

5.1 **Indemnity of City.** Company shall indemnify, defend and hold the City harmless from any and all liability, on account of injury to persons or damage to property occasioned by the construction, maintenance, repair, inspection, the issuance of permits, or the operation of the Gas Facilities located in the Public Ways and Public Grounds. The City shall not be indemnified for losses or claims occasioned through its own negligence or otherwise wrongful act or omission except for losses or claims arising out of or alleging the City's negligence as to the issuance of permits for, or inspection of, Company's plans or work.

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

## **SECTION 6. VACATION OF PUBLIC WAYS AND PUBLIC GROUNDS.**

The City shall give Company at least two weeks prior written Notice of a proposed vacation of a Public Ways or Public Grounds. The City and the Company shall comply with Minnesota Rules 7819.3100 and Minnesota Rules 7819.3200 with respect to any request for vacation.

## **SECTION 7. CHANGE IN FORM OF GOVERNMENT.**

Any change in the form of government of the City shall not affect the validity of this Ordinance. Any governmental unit succeeding the City shall, without the consent of Company, succeed to all of the rights and obligations of the City provided in this Ordinance.

## SECTION 8. FRANCHISE FEE.

8.1. **Form.** During the term of the franchise hereby granted, the City may charge the Company a franchise fee. The Company will administer the collection and payment of franchise fees to City in lieu of permit fees, or other fees that may otherwise be imposed on the Company in relation to its operations as a public utility in the City. The franchise fee will be collected on a flat per meter basis, or by some other method that is mutually acceptable to both City and Company for each retail customer within the corporate limits of the City. The amount of the fee collected may differ for each customer class. The City will use a formula that provides a stable and predictable amount of fees, without placing the Company at a competitive disadvantage. Such fee shall not exceed any amount that the Company may legally charge to its customers prior to payment to the City. If the Company claims that the City required fee formula is discriminatory or otherwise places the Company at a competitive disadvantage, the Company will provide a formula that will produce a substantially similar fee amount to the City. If the City and Company are unable to agree, the disagreement shall be subject to the Dispute Resolution provisions of this Ordinance.

8.2. **Separate Ordinance.** The franchise fee shall be imposed by separate ordinance duly adopted by the City Council, which ordinance shall not be adopted until at least sixty (60) days after written Notice enclosing such proposed ordinance has been served upon the Company by certified mail. The Company is not required to collect a franchise fee if the terms of the fee agreement are inconsistent with this franchise or state law, provided the Company notifies the City Council of the same within the sixty (60) day period.

8.3. **Condition of Fee.** The separate ordinance imposing the fee shall not be effective against the Company unless it lawfully imposes a fee of the same or substantially similar amount on the sale of energy within the City by any other energy supplier, provided that, as to such supplier, the City has the authority or contractual right to require a franchise fee or similar fee through an agreed-upon franchise.

8.4. **Collection of Fee.** The franchise fee shall be payable not less than quarterly during complete billing months of the period for which payment is to be made. The franchise fee formula may be changed from time to time, however, the change shall meet the same Notice and acceptance requirements and the fee may not be changed more often than annually. Such fee shall not exceed any amount that the Company may legally charge to its customers prior to payment to the City. Such fee is subject to subsequent reductions to account for uncollectibles and customer refunds incurred by the Company. The Company shall not be responsible to pay City fees that Company is unable to collect under Commission rules or order. The Company agrees to make available for inspection by the City at reasonable times all records necessary to audit the Company's determination of the franchise fee payments.

8.5. **Continuation of Franchise Fee.** If this franchise expires and the City and the Company are unable to agree upon terms of a new franchise, the franchise fee, if any being imposed by the City at the time this franchise expires, will remain in effect until a new franchise is agreed upon. However, the franchise fee will not remain in effect for more than one year after the franchise

expires as stated in Section 2.6 of this Franchise. If for any reason the franchise terminates, the franchise fee will terminate at the same time.

#### **SECTION 9. ABANDONED FACILITIES.**

The Company shall comply with Minnesota Statutes, Section 216D.01 *et seq.* and Minnesota Rules 7819.3300, as they may be amended from time to time with respect to abandoned facilities located in Public Ways and Public Grounds. The Company shall maintain records describing the exact location of all abandoned and retired Gas Facilities within the Public Ways and Public Grounds, produce such records at the City's request and comply with the location requirements of Section 216D.04 with respect to all Gas Facilities, including abandoned and retired Gas Facilities not located in Public Ways and Public Grounds.

#### **SECTION 10. PROVISIONS OF ORDINANCE.**

10.1. **Severability.** Every section, provision, or part of this Ordinance is declared separate from every other section, provision, or part; and if any section, provision, or part shall be held invalid, it shall not affect any other section, provision, or part. Where a provision of any other City ordinance conflicts with the provisions of this Ordinance, the provisions of this Ordinance shall prevail.

10.2. **Limitation on Applicability.** This Ordinance constitutes a franchise agreement between the City and Company as the only parties. No provisions herein shall in any way inure to the benefit of any third person (including the public at large) so as to constitute any such person as a third party beneficiary of this Ordinance or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.

#### **SECTION 11. AMENDMENT-PROCEDURE.**

Either party may propose at any time that this Franchise Ordinance be amended. Franchise Ordinance may be amended at any time by the City passing a subsequent ordinance declaring the provisions of the amendment, which amendatory ordinance shall become effective upon the filing of Company's written consent thereto with the City Clerk within 60 days after the effective date of the amendatory ordinance. If the Company does not consent to the amendment, the ordinance containing the amendment shall be revoked by City.

**SECTION 12. PREVIOUS FRANCHISES SUPERSEDED.**

This Franchise supersedes any previous gas franchise granted to Company or its predecessors.

Passed and approved: \_\_\_\_\_, 2011.

\_\_\_\_\_  
Mayor of the City of Rockville, Minnesota

Attest:

\_\_\_\_\_  
City Clerk, Rockville, Minnesota

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

**MINUTES OF A SPECIAL CITY COUNCIL MEETING HELD WEDNESDAY, MAY 4,  
2011 – 6:00 P.M. – ROCKVILLE CITY HALL.**

The meeting was called to order by Mayor Jeff Hagen. Roll Call was taken and the following members were found to be present: Mayor Hagen, Council Members: Bill Becker, Jerry Schmitt, Randy Volkmuth & Duane Willenbring. Absent: Jeff Howe & Don Simon.

Staff members present were: Administrator/Clerk Rena Weber.

Also present: Randy Lahr and Don Ramler – Stearns County Assessors.

Mayor Hagen announced that the special meeting had been called for the purpose of Board of Review. Randy Lahr explained that property valuation has to be between 90% & 105% of what sales are and explained the sales period ran from October 1, 2009 through September 30, 2010.

The 16 sales indicated the following average:

Residential/Seasonal	-3-5%
Agricultural – Market	+/- 0%
Agricultural – Green Acre	+10%
Commercial/Industrial	-0-2%
Apartments	+/-0%

**76.42240.0037 – Richard Tallman – 232 Broadway Street East**

**EMV \$103,200                      2011                      Pay 2012 90,200**

Richard Tallman reported that he purchased this property last year and that it had been on the market for some time.

April 2010 the price was \$94,900

5/27/10 the price was reduced to \$89,900

He purchased the apartment and parking lot for \$78,000 or \$18,675 per unit.

With the reduction of personal property he paid \$74,500. \$90,200 is 36% higher than what he paid for it on 7/30/2010

Mr. Tallman cited an apartment in St. Cloud that had sold for the same price. St. Cloud apartments are going for \$25,000 or \$ 22,500 per apartment.

**76.42240.0036 – Richard Tallman – 232 Broadway Street East**

**EMV \$ 11,000                      2011                      Pay 2012 \$11,000**

This is to be combined with the previous parcel.

Randy Lahr reported that Sauk Centre had a similar comp.

***Motion by Member Volkmuth, second by Member Becker, to reduce Parcels #***

***76.42240.0037 to (\$79,000) & 76.42240.0036 (\$11,000) = \$90,000.***

***AYES: Becker, Hagen, Schmitt, Volkmuth & Willenbring.***

***Motion passed on a 5 to 0 vote.***

**76.42240.0047 – Richard Tallman – 132 & 140 Broadway Street East**

**EMV \$273,800                      2011                      Pay 2012 \$274,800**

Richard Tallman reported that this property was listed at \$384,900 originally and 1 ½ yr later it was lowered to \$189,900. He purchased the units for \$180,000 or \$162,200 minus the personal property.

12 units – (11) 1 bedroom and (1) 3 bedroom unit

\$13,567 per unit paid –

The price would be \$248,400 if reduced by 10%. Member Volkmuth would like to talk to Ray Schreiner to determine why he dropped the price \$100,000 2 years ago.

***Motion by Member Volkmuth, second by Member Willenbring, to reduce the EMV by 10% or \$250,000.***

***AYES: Becker, Hagen, Schmitt, Volkmuth & Willenbring***

***Motion passed on a 5 to 0 vote.***

**76.41646.0600 – Glenn Family Trust –Richard Glenn**

<b>EMV \$310,000</b>	<b>2011</b>	<b>Pay 2012 \$310,000</b>
----------------------	-------------	---------------------------

Richard Glenn reported that this is a total of 80 acres and 60 acres of it is swamp.

**76.41648.0500 – Glenn Family Trust – Richard Glenn**

<b>EMV \$354,000</b>	<b>2011</b>	<b>Pay 2012 \$314,800</b>
----------------------	-------------	---------------------------

Richard Glenn reported that this 78 acres of which 39 acres is wetlands. This was reduced but is still too much for swamp land.

Randy Lahr would like to take a look at both parcels, but will wait a bit until the spring thaw has dried up the groundwater.

Richard Glenn questioned why there is such a difference in the total tax between the two parcels. Randy Lahr reported the taxable market value is less on one of the parcels so it accounts for \$400 difference in the taxes.

***Motion by Member Volkmuth, second by Member Becker, to take no action on this right now and have it reviewed at the county level.***

***AYES: Becker, Hagen, Schmitt, Volkmuth & Willenbring***

***Motion passed on a 5 to 0 vote.***

**76.42140.0001 – Michael & Marcia McKenna – 25553 Pleasant Road**

<b>EMV \$240,000</b>	<b>2011</b>	<b>Pay 2012 \$233,800</b>
----------------------	-------------	---------------------------

Mike McKenna reported that he purchased this property for \$180,000 in July 2010. It was listed at \$240,000.

***Motion by Member Becker, second by Member Willenbring, to make no change to the EMV.***

***AYES: Becker, Hagen, Schmitt, Volkmuth & Willenbring***

***Motion passed on a 5 to 0 vote.***

**76.41610.0200- Kurt & Carol Haakonson – 12494 Glacier Road**

<b>EMV \$278,200</b>	<b>2011</b>	<b>Pay 2012 \$</b>
----------------------	-------------	--------------------

No show.

**76.41952.0005 – Kurt & Sylvia Onstad – 25622 Lake Road**

<b>EMV \$439,200</b>	<b>2011</b>	<b>Pay 2012 \$419,100</b>
----------------------	-------------	---------------------------

Sylvia Onstad reported that she had an appraisal and it was valued at \$345,000. She and her husband bought the property on 5/18/2010 for \$300,000. This was a bank sale.

Member Volkmuth indicated it does have a steep lot.

***Motion by Member Becker, second by Member Willenbring, to table action on this request until 5/18 so Randy Lahr can look at the property and report back to the council.***

***AYES: Becker, Hagen, Schmitt, Volkmuth, & Willenbring***

***Motion passed on a 5 to 0 vote.***

**76.41414.0100 – O'Link Family Trust**

<b>EMV \$136,400</b>	<b>2011</b>	<b>Pay 2012 \$136,400</b>
----------------------	-------------	---------------------------

Randy Lahr reported that he received a letter from David Meyer representing the property owners and that the parcel is listed for \$150,000. Realtor is telling them to reduce it to \$100,000.

Randy had a chance to view this parcel and recommended a \$2200 deduction for obsolescence for the acres East of Hwy.23 and for the acres in that finger that shoots just south along the west side of Hwy. 23.

***Motion by Member Willenbring, second by Member Volkmuth, to approve the reduction to \$134,200 as recommended by the Assessor.***

***AYES: Becker, Hagen, Schmitt, Volkmuth & Willenbring***

***Motion passed on a 5 to 0 vote.***

**ADJOURNMENT – Motion by Member Becker, second by Member Volkmuth, to continue the Board of Review meeting until 5/18/11 (with no acceptance of new requests). Meeting adjourned at 7:01 p.m. Motion carried unanimously.**

---

**VERENA M. WEBER- CMC  
ADMINISTRATOR/CLERK**

---

**JEFF HAGEN  
MAYOR**

CITY OF ROCKVILLE

05/13/11 11:27 AM

Page 1

Cash Balance Statement-Landscape

City Council Meeting

May 18, 2011

FUND Descr	Begin Yr	MTD Debit	MTD Credit	YTD Debit	YTD Credit	Current Balance BALSHT Descr
FUND 101 GENERAL FUND						
GENERAL FUND	\$378.47	\$0.00	\$0.00	\$0.00	\$0.00	\$378.47 Petty Cash
GENERAL FUND	\$811,330.41	\$0.00	\$0.00	\$4,460.94	\$2,907.60	\$812,883.75 Investments at Cost
GENERAL FUND	\$152,223.75	\$1,285.45	\$42,116.63	\$56,367.69	\$273,718.46	-\$65,127.02 Cash
FUND 101 GENERAL FUND	\$963,932.63	\$1,285.45	\$42,116.63	\$60,828.63	\$276,626.06	\$748,135.20
FUND 202 PUBLIC/PARK LAND DEDICATION						
PUBLIC/PARK LAND DEDICATION	\$54,013.71	\$0.00	\$0.00	\$97.32	\$0.00	\$54,111.03 Cash
FUND 205 ROCORI TRAILS						
ROCORI TRAILS	\$59,911.93	\$0.00	\$0.00	\$329.42	\$214.71	\$60,026.64 Investments at Cost
ROCORI TRAILS	-\$37,529.57	\$0.00	\$10,096.66	\$0.00	\$11,096.66	-\$48,626.23 Cash
FUND 205 ROCORI TRAILS	\$22,382.36	\$0.00	\$10,096.66	\$329.42	\$11,311.37	\$11,400.41
FUND 209 ECONOMIC DEVELOPMENT						
ECONOMIC DEVELOPMENT	\$247,362.35	\$0.00	\$0.00	\$1,360.07	\$886.49	\$247,835.93 Investments at Cost
ECONOMIC DEVELOPMENT	\$5,235.29	\$0.00	\$0.00	\$27.86	\$725.38	\$4,537.77 Cash
FUND 209 ECONOMIC DEVELOPMENT	\$252,597.64	\$0.00	\$0.00	\$1,387.93	\$1,611.87	\$252,373.70
FUND 212 BOUNDARY COMMISSION PROJECT						
BOUNDARY COMMISSION PROJECT	\$13,376.53	\$0.00	\$0.00	\$10.71	\$0.00	\$13,387.24 Cash
FUND 215 ROAD MAINTENANCE FUND						
ROAD MAINTENANCE FUND	\$22,347.95	\$2,274.96	\$700.00	\$22,090.24	\$9,163.85	\$35,274.34 Cash
ROAD MAINTENANCE FUND	\$57,894.05	\$0.00	\$0.00	\$318.33	\$207.48	\$58,004.90 Investments at Cost
FUND 215 ROAD MAINTENANCE FUND	\$80,242.00	\$2,274.96	\$700.00	\$22,408.57	\$9,371.33	\$93,279.24
FUND 220 TAMARACK CT DRAIN PROJECT						
TAMARACK CT DRAIN PROJECT	\$5,136.06	\$0.00	\$0.00	\$4.11	\$0.00	\$5,140.17 Cash
FUND 221 LAKE IMPROVEMENT DISTRICT						
LAKE IMPROVEMENT DISTRICT	\$10,337.53	\$0.00	\$0.00	\$54.88	\$0.00	\$10,392.41 Cash
FUND 301 1997 GO DISPOSAL SYSTEM BOND						

FUND Descr	Begin Yr	MTD Debit	MTD Credit	YTD Debit	YTD Credit	Current Balance BALSHT Descr
1997 GO DISPOSAL SYSTEM BOND	\$4,509.83	\$0.00	\$0.00	\$3.60	\$0.00	\$4,513.43 Cash
FUND 302 1998 GO DISPOSAL SYSTEM BOND 1998 GO DISPOSAL SYSTEM BOND	\$3,668.97	\$0.00	\$0.00	\$2.93	\$0.00	\$3,671.90 Cash
FUND 304 CITY FACILITIES CITY FACILITIES	\$223,623.47	\$0.00	\$0.00	\$1,229.56	\$801.42	\$224,051.61 Investments at Cost
CITY FACILITIES	\$110,604.27	\$0.00	\$0.00	\$2,646.09	\$128,975.00	-\$15,724.64 Cash
FUND 304 CITY FACILITIES	\$334,227.74	\$0.00	\$0.00	\$3,875.65	\$129,776.42	\$208,326.97
FUND 305 2004A-\$990,000 GO IMPV BDS-PIP 2004A-\$990,000 GO IMPV BDS-PIP	-\$19,960.73	\$0.00	\$0.00	\$5,262.10	\$111,173.75	-\$125,872.38 Cash
FUND 307 2005 WTR IMP BOND- P LAKE 2005 WTR IMP BOND- P LAKE	\$914.95	\$0.00	\$0.00	\$0.73	\$0.00	\$915.68 Cash
FUND 308 CO RD 82 STREET IMPR BOND CO RD 82 STREET IMPR BOND	\$17,013.70	\$0.00	\$0.00	\$93.54	\$60.98	\$17,046.26 Investments at Cost
CO RD 82 STREET IMPR BOND	\$21,431.96	\$0.00	\$0.00	\$2,758.20	\$15,062.50	\$9,127.66 Cash
FUND 308 CO RD 82 STREET IMPR BOND	\$38,445.66	\$0.00	\$0.00	\$2,851.74	\$15,123.48	\$26,173.92
FUND 309 LAKES SEWER PROJECT BOND LAKES SEWER PROJECT BOND	\$498,167.55	\$0.00	\$0.00	\$67,343.30	\$41,948.70	\$523,562.15 Cash
LAKES SEWER PROJECT BOND	\$663,890.58	\$0.00	\$0.00	\$3,647.48	\$2,376.42	\$665,161.64 Investments at Cost
FUND 309 LAKES SEWER PROJECT BOND	\$1,162,058.13	\$0.00	\$0.00	\$70,990.78	\$44,325.12	\$1,188,723.79
FUND 310 2009 UTILITY DISPOSAL PORTION 2009 UTILITY DISPOSAL PORTION	\$3,761.76	\$0.00	\$0.00	\$170.54	\$9,754.68	-\$5,822.38 Cash
FUND 311 2009 UTILITY WTR CORE CITY 2009 UTILITY WTR CORE CITY	\$36,033.67	\$0.00	\$0.00	\$19.75	\$25,083.45	\$10,969.97 Cash
FUND 312 2009 UTILITY WTR P.L. PORTION 2009 UTILITY WTR P.L. PORTION	\$41,061.26	\$0.00	\$0.00	\$93.22	\$3,483.82	\$37,670.66 Cash
2009 UTILITY WTR P.L. PORTION	\$153,770.71	\$0.00	\$0.00	\$844.84	\$550.44	\$154,065.11 Investments at Cost
FUND 312 2009 UTILITY WTR P.L. PORTION	\$194,831.97	\$0.00	\$0.00	\$938.06	\$4,034.26	\$191,735.77
FUND 313 2009 UTILITY WTR PIP - GOV'T'L						

FUND Descr	Begin Yr	MTD Debit	MTD Credit	YTD Debit	YTD Credit	Current Balance BALSHT Descr
2009 UTILITY WTR PIP - GOVT'L	-\$0.06	\$0.00	\$0.00	\$0.00	\$31,354.30	-\$31,354.36 Cash
FUND 314 GLR FOWLER RD IMPROV GLR FOWLER RD IMPROV	\$12,050.78	\$0.00	\$0.00	\$740.57	\$0.00	\$12,791.35 Cash
FUND 408 ANNUAL EVENT FUND ANNUAL EVENT FUND	\$621.85	\$0.00	\$0.00	\$52.15	\$0.00	\$674.00 Cash
FUND 409 CR 82 STREET IMP-CONSTR FUND CR 82 STREET IMP-CONSTR FUND	-\$3,772.72	\$0.00	\$0.00	\$0.00	\$0.00	-\$3,772.72 Cash
FUND 601 WATER FUND WATER FUND	\$93,385.06	\$4,768.08	\$4,000.32	\$41,219.18	\$27,630.09	\$106,974.15 Cash
WATER FUND	\$85,927.33	\$0.00	\$0.00	\$473.11	\$308.59	\$86,091.85 Investments at Cost
FUND 601 WATER FUND	\$179,312.39	\$4,768.08	\$4,000.32	\$41,692.29	\$27,938.68	\$193,066.00
FUND 602 SEWER FUND SEWER FUND	\$656,448.54	\$0.00	\$0.00	\$3,612.18	\$2,355.36	\$657,705.36 Investments at Cost
SEWER FUND	\$84,267.34	\$15,034.91	\$8,705.65	\$105,741.78	\$72,596.84	\$117,412.28 Cash
FUND 602 SEWER FUND	\$740,715.88	\$15,034.91	\$8,705.65	\$109,353.96	\$74,952.20	\$775,117.64
	\$4,089,438.53	\$23,363.40	\$65,619.26	\$321,076.42	\$772,436.97	\$3,638,077.98

CITY OF ROCKVILLE

05/13/11 11:26 AM

Page 1

**\*Fund Summary -  
Budget to Actual©**

MAY 2011

	2011 YTD Budget	MAY MTD Amount	2011 YTD Amount	2011 YTD Balance	2011 % YTD Budget
<b>FUND</b>					
Expenditure	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
		\$0.00	\$0.00		
<b>FUND 101 GENERAL FUND</b>					
Revenue	\$747,182.50	\$1,285.45	\$31,363.97	\$715,818.53	4.20%
Expenditure	\$761,951.00	\$41,704.69	\$241,404.12	\$520,546.88	31.68%
		-\$40,419.24	-\$210,040.15		
<b>FUND 202 PUBLIC/PARK LAND DEDICATION</b>					
Revenue	\$15.00	\$0.00	\$97.32	-\$82.32	648.80%
Expenditure	\$8,000.00	\$0.00	\$0.00	\$8,000.00	0.00%
		\$0.00	\$97.32		
<b>FUND 203 LIONS PARK IMPROVEMENT FUND</b>					
Revenue	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Expenditure	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
		\$0.00	\$0.00		
<b>FUND 205 ROCORI TRAILS</b>					
Revenue	\$0.00	\$0.00	\$114.71	-\$114.71	0.00%
Expenditure	\$0.00	\$10,096.66	\$11,096.66	-\$11,096.66	0.00%
		-\$10,096.66	-\$10,981.95		
<b>FUND 209 ECONOMIC DEVELOPMENT</b>					
Revenue	\$10,000.00	\$0.00	\$482.43	\$9,517.57	4.82%
Expenditure	\$14,000.00	\$0.00	\$725.38	\$13,274.62	5.18%
		\$0.00	-\$242.95		
<b>FUND 212 BOUNDARY COMMISSION PROJECT</b>					
Revenue	\$0.00	\$0.00	\$10.71	-\$10.71	0.00%
		\$0.00	\$10.71		
<b>FUND 215 ROAD MAINTENANCE FUND</b>					
Revenue	\$155,745.00	\$2,274.96	\$20,512.75	\$135,232.25	13.17%
Expenditure	\$155,745.00	\$700.00	\$1,711.00	\$154,034.00	1.10%
		\$1,574.96	\$18,801.75		
<b>FUND 218 WAC/TRUNK ACCESS FUND</b>					
Expenditure	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
		\$0.00	\$0.00		
<b>FUND 220 TAMARACK CT DRAIN PROJECT</b>					
Revenue	\$0.00	\$0.00	\$4.11	-\$4.11	0.00%
Expenditure	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
		\$0.00	\$4.11		
<b>FUND 221 LAKE IMPROVEMENT DISTRICT</b>					
Revenue	\$14,500.00	\$0.00	\$14.99	\$14,485.01	0.10%
Expenditure	\$14,500.00	\$0.00	\$0.00	\$14,500.00	0.00%
		\$0.00	\$14.99		
<b>FUND 301 1997 GO DISPOSAL SYSTEM BOND</b>					
Revenue	\$0.00	\$0.00	\$3.60	-\$3.60	0.00%

CITY OF ROCKVILLE

05/13/11 11:26 AM

Page 2

**\*Fund Summary -  
Budget to Actual©**

MAY 2011

	2011 YTD Budget	MAY MTD Amount	2011 YTD Amount	2011 YTD Balance	2011 % YTD Budget
		\$0.00	\$3.60		
<b>FUND 302 1998 GO DISPOSAL SYSTEM BOND</b>					
Revenue	\$0.00	\$0.00	\$2.93	-\$2.93	0.00%
		\$0.00	\$2.93		
<b>FUND 304 CITY FACILITIES</b>					
Revenue	\$232,850.00	\$0.00	\$428.14	\$232,421.86	0.18%
Expenditure	\$194,900.00	\$0.00	\$128,975.00	\$65,925.00	66.17%
		\$0.00	-\$128,546.86		
<b>FUND 305 2004A-\$990,000 GO IMPV BDS-PIP</b>					
Revenue	\$127,530.00	\$0.00	\$0.00	\$127,530.00	0.00%
Expenditure	\$120,048.00	\$0.00	\$111,173.75	\$8,874.25	92.61%
		\$0.00	-\$111,173.75		
<b>FUND 307 2005 WTR IMP BOND- P LAKE</b>					
Revenue	\$0.00	\$0.00	\$0.73	-\$0.73	0.00%
		\$0.00	\$0.73		
<b>FUND 308 CO RD 82 STREET IMPR BOND</b>					
Revenue	\$30,583.53	\$0.00	\$1,737.34	\$28,846.19	5.68%
Expenditure	\$19,900.00	\$0.00	\$15,062.50	\$4,837.50	75.69%
		\$0.00	-\$13,325.16		
<b>FUND 309 LAKES SEWER PROJECT BOND</b>					
Revenue	\$416,069.00	\$0.00	\$1,991.65	\$414,077.35	0.48%
Expenditure	\$492,898.00	\$0.00	\$41,948.70	\$450,949.30	8.51%
		\$0.00	-\$39,957.05		
<b>FUND 310 2009 UTILITY DISPOSAL PORTION</b>					
Revenue	\$15,852.00	\$0.00	\$0.00	\$15,852.00	0.00%
Expenditure	\$13,960.00	\$0.00	\$9,754.68	\$4,205.32	69.88%
		\$0.00	-\$9,754.68		
<b>FUND 311 2009 UTILITY WTR CORE CITY</b>					
Revenue	\$47,489.00	\$0.00	\$19.75	\$47,469.25	0.04%
Expenditure	\$48,068.00	\$0.00	\$25,083.45	\$22,984.55	52.18%
		\$0.00	-\$25,063.70		
<b>FUND 312 2009 UTILITY WTR P.L. PORTION</b>					
Revenue	\$32,385.00	\$0.00	\$387.62	\$31,997.38	1.20%
Expenditure	\$8,705.00	\$0.00	\$3,483.82	\$5,221.18	40.02%
		\$0.00	-\$3,096.20		
<b>FUND 313 2009 UTILITY WTR PIP - GOVT'L</b>					
Revenue	\$25,075.00	\$0.00	\$0.00	\$25,075.00	0.00%
Expenditure	\$24,711.00	\$0.00	\$31,354.30	-\$6,643.30	126.88%
		\$0.00	-\$31,354.30		
<b>FUND 314 GLR FOWLER RD IMPROV</b>					
Revenue	\$0.00	\$0.00	\$740.57	-\$740.57	0.00%
Expenditure	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
		\$0.00	\$740.57		

CITY OF ROCKVILLE

05/13/11 11:26 AM

Page 3

**\*Fund Summary -  
Budget to Actual©**

MAY 2011

	2011 YTD Budget	MAY MTD Amount	2011 YTD Amount	2011 YTD Balance	2011 % YTD Budget
<b>FUND 407 SEWER PROJECT-GRAND LAKE/P LK</b>					
Revenue	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Expenditure	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
		\$0.00	\$0.00		
<b>FUND 408 ANNUAL EVENT FUND</b>					
Revenue	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Expenditure	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
		\$0.00	\$0.00		
<b>FUND 409 CR 82 STREET IMP-CONSTR FUND</b>					
Revenue	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Expenditure	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
		\$0.00	\$0.00		
<b>FUND 601 WATER FUND</b>					
Revenue	\$136,820.00	\$4,639.90	\$10,796.12	\$126,023.88	7.89%
Expenditure	\$121,126.00	\$3,997.76	\$19,165.86	\$101,960.14	15.82%
		\$642.14	-\$8,369.74		
<b>FUND 602 SEWER FUND</b>					
Revenue	\$325,451.00	\$14,723.26	\$28,471.79	\$296,979.21	8.75%
Expenditure	\$195,145.00	\$8,705.65	\$57,738.99	\$137,406.01	29.59%
		\$6,017.61	-\$29,267.20		
<b>FUND 604 SEWER DEBT RETIREMENT-PFA LOAN</b>					
Revenue	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
		\$0.00	\$0.00		
<b>FUND 605 UNISTR RCPTS-SEWER</b>					
Expenditure	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
		\$0.00	\$0.00		
<b>FUND 606 UNISTR RCPTS-WTR</b>					
Expenditure	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
		\$0.00	\$0.00		
<b>FUND 901 FIX ASSET-GASB CONVERSION</b>					
Expenditure	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
		\$0.00	\$0.00		
<b>FUND 902 LONG TERM DEBT-GASB CONVERSION</b>					
Revenue	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Expenditure	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
		\$0.00	\$0.00		
<b>FUND 903 GASB CONVERSION FUND</b>					
Revenue	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
		\$0.00	\$0.00		
<b>Report Total</b>		<b>-\$42,281.19</b>	<b>-\$601,496.98</b>		

CITY OF ROCKVILLE

04/27/11 12:45 PM

Page 1

Bills Payable

Council Meeting  
May 18th, 2011

Check/Receipt CHECK

Date	Nbr	Search Name	Amount	Comments	Act Code
4/25/2011	012853	CRAIG BARTSON EXCAVATING	\$999.23	WHEEL LOADER	101-43100-327
4/25/2011	012853	CRAIG BARTSON EXCAVATING	\$12,500.00	WHEEL LOADER	101-43100-317
4/25/2011	012853	CRAIG BARTSON EXCAVATING	\$20,000.00	WHEEL LOADER	101-43100-320
4/25/2011	012853	CRAIG BARTSON EXCAVATING	\$4,000.00	WHEEL LOADER	101-43100-540
4/26/2011	012854	C & L DISTRIBUTING, INC	\$164.00	BEER-CONC STAND	101-45120-229
4/27/2011	012855	BERNICK COMPANIES	\$165.00	BEER-CONC STAND	101-45120-229
			<u>\$37,828.23</u>		

CITY OF ROCKVILLE

05/06/11 10:18 AM

Page 1

Bills Payable 2

Council Meeting  
May 18th 2011

Check/Receipt CHECK	Date Nbr	Search Name	Amount	Comments	Act Code
	5/4/2011	012856	ROCORI AREA WATER FESTIVAL	\$50.00 DONATION FROM ROCKVILLE LIONS	601-49440-430
	5/4/2011	012857	CITY OF ROCKVILLE	\$200.00 CASH FOR CONC STAND	101-45120-210
	5/6/2011	012858	ALL FLAGS, LLC	\$31.96 2 US FLAGS	101-41940-200
	5/6/2011	012859	AMERIPRIDE SERVICES, INC	\$36.20 MAINT DEPT UNIFORMS	101-43100-425
	5/6/2011	012859	AMERIPRIDE SERVICES, INC	\$20.42 RENTAL OF RUGS-CITY HALL	101-41940-209
	5/6/2011	012860	AUTOMATIC SYSTEMS CO	\$622.50 REPAIR PIP LIFT	602-49490-220
	5/6/2011	012861	BANYON DATA SYSTEMS INC	\$65.90 COMPUTER SUPPORT-	101-41000-309
	5/6/2011	012861	BANYON DATA SYSTEMS INC	\$65.89 WIN UB COMPUTER SUPPORT	601-49440-309
	5/6/2011	012861	BANYON DATA SYSTEMS INC	\$65.89 WIN UB COMPUTER SUPPORT	602-49490-309
	5/6/2011	012862	BATTERIES PLUS	\$45.61 BATTERIES FOR SCBA	101-42200-538
	5/6/2011	012863	BERNICK COMPANIES	\$286.00 POP,WTR,SPORTS DRINKS-CONC STD	101-45120-229
	5/6/2011	012864	CENTRAL MINNESOTA ALARMS, INC	\$66.79 2ND QRT ALARM SERVICE	101-42200-307
	5/6/2011	012865	CENTRAL MN FIRE AID ASSOC	\$50.00 2011 DUES	101-42200-433
	5/6/2011	012866	COLD SPRING RECORD INC	\$369.00 CONS CONF REPORT	601-49440-340
	5/6/2011	012866	COLD SPRING RECORD INC	\$20.19 ASSESSMENT NOTICE	101-41940-340
	5/6/2011	012867	GOPHER STATE ONE-CALL	\$30.00 LOCATE TICKETS-SWR DEPT	602-49490-291
	5/6/2011	012867	GOPHER STATE ONE-CALL	\$12.25 LOCATE TICKETS-WTR DEPT	601-49440-291
	5/6/2011	012868	HAWKINS WTR TREATMENT GRP INC	\$86.44 INJECTOR BODY	601-49440-220
	5/6/2011	012869	INTEGRA TELECOM	\$56.10 PIP	602-49490-321
	5/6/2011	012869	INTEGRA TELECOM	\$155.87 CITY HALL	101-41940-321
	5/6/2011	012869	INTEGRA TELECOM	\$113.02 FIRE	101-42200-321
	5/6/2011	012869	INTEGRA TELECOM	\$247.33 WTR	601-49440-321
	5/6/2011	012869	INTEGRA TELECOM	\$40.22 CORE	602-49490-321
	5/6/2011	012870	KERN DEWENTER VIERE LTD	\$4,000.00 AUDIT SRVC-	101-41000-301
	5/6/2011	012871	KIESS OIL INC	\$184.30 FUEL FOR LOADER	101-43100-212
	5/6/2011	012872	MANEY INTERNATIONAL INC	\$52.48 AIR REGULATOR	101-43125-220
	5/6/2011	012873	MN NCPERS LIFE INSURANCE	\$16.00 EMPLOYEE PD LIFE-1 EMPL@\$16/EA	101-21707
	5/6/2011	012874	PARKING LOT SWEEPING	\$1,592.50 SPRING SWEEPING OF STREETS	101-43100-316
	5/6/2011	012875	SANITATION SERVICES LLC.	\$133.59 PORTABLE TOILETS-COMM PARK	101-45122-410
	5/6/2011	012876	SCHAEFER, RODNEY E	\$5.00 DUES-STEARNNS CO FIRE CHIEFS ASSOC	101-42200-433
	5/6/2011	012877	SEE GREEN LAWN CARE	\$174.41 FERTILIZE SOFTBALL PARK	101-45120-257
	5/6/2011	012877	SEE GREEN LAWN CARE	\$56.11 FERTILIZE CITY HALL	101-41940-220
	5/6/2011	012877	SEE GREEN LAWN CARE	\$160.31 FERTILIZE SOFTBALL PARK	101-45122-257
	5/6/2011	012878	STATE BANK OF COLD SPRING	\$34.19 76.41628.0200 THEY PAIDDIRECTLY TO BOTH CITY & COUNTY	601-49440-430
	5/6/2011	012878	STATE BANK OF COLD SPRING	\$61.36 76.41628.0200 THEY PAIDDIRECTLY TO BOTH CITY & COUNTY	602-49490-430
	5/6/2011	012879	STEARNNS CO AUDITOR TREAS	\$315.00 800 MHZ SFTWRE ASSURANCE 21	101-42200-218
	5/6/2011	012879	STEARNNS CO AUDITOR TREAS	\$30.00 800 MHZ SFTWRE ASSURANCE 2	101-43100-309
	5/6/2011	012879	STEARNNS CO AUDITOR TREAS	\$3,750.00 1ST HALF 2011 CONTRACT CRIM PROS	101-41000-300
	5/6/2011	012880	U S CABLE(COLD SPRING)	\$42.95	101-42200-323
	5/6/2011	012880	U S CABLE(COLD SPRING)	\$69.95	101-41940-323
	5/6/2011	012881	VISA	\$79.95 STEEL FLAT	101-45122-220
	5/6/2011	012881	VISA	\$16.84 COFFEE	101-41940-200

## Check/Receipt CHECK

Date	Nbr	Search Name	Amount	Comments	Act Code
5/6/2011	012881	VISA	\$322.11	SEMI TRASH PUMP	602-49490-540
5/6/2011	012881	VISA	\$86.95	INK	101-41940-200
5/6/2011	012881	VISA	\$52.88	KEROSENE	101-43100-212
5/6/2011	012881	VISA	\$11.39	FITTING COUPLERS	101-43100-220
5/6/2011	012881	VISA	\$11.96	COFFEE	101-41940-200
5/6/2011	012881	VISA	\$26.83	DISCHARGE HOSE	602-49490-220
5/6/2011	012881	VISA	\$73.06	BARN MAT HUBERT & MITCHELL LN	101-45122-220
5/6/2011	012882	XCEL ENERGY	\$695.62	ELEC-STREETLGHTS	101-43100-387
5/6/2011	012882	XCEL ENERGY	\$214.62	ELEC-CORE CITY LIFT STATN	602-49490-381
5/6/2011	012882	XCEL ENERGY	\$338.81	ELEC-PUMPHSE MAPLE/CHESTNUT	601-49440-381
5/6/2011	012882	XCEL ENERGY	\$52.15	ELEC-CORE CITY BALLPK & RINK	101-45122-381
5/6/2011	012882	XCEL ENERGY	\$0.00	ELEC-CORE CITY BALLPK BALL PRG	101-45120-381
5/6/2011	012882	XCEL ENERGY	\$123.17	ELEC-562 CHEST209 BROAD-MAINT	101-43100-381
5/6/2011	012882	XCEL ENERGY	\$290.21	ELEC-CITY HALL	101-41940-381
5/6/2011	012882	XCEL ENERGY	\$471.12	ELEC-FIRE HALL	101-42200-381
			\$16,283.40		

CITY OF ROCKVILLE

05/13/11 11:24 AM

Page 1

Bills Payable-3

Council Meeting

May 18, 2011

Check/Receipt	CHECK	Date Nbr	Search Name	Amount	Comments	Act Code
5/10/2011	012883	C & L DISTRIBUTING, INC	\$246.45	BEER-CONC STAND	101-45120-229	
5/11/2011	012884	BLUE CROSS BLUE SHIELD OF MN	\$153.11		101-41000-135	
5/11/2011	012884	BLUE CROSS BLUE SHIELD OF MN	\$785.60		101-21705	
5/11/2011	012884	BLUE CROSS BLUE SHIELD OF MN	\$38.28		101-21709	
5/11/2011	012884	BLUE CROSS BLUE SHIELD OF MN	\$3,142.40		101-41000-131	
5/11/2011	012884	BLUE CROSS BLUE SHIELD OF MN	\$14.20		101-41000-134	
5/11/2011	012885	BERNICK COMPANIES	\$149.00	BEER-CONC STAND	101-45120-229	
5/18/2011	012886	ANDERSON, LORI	\$8.59	EASTER EGG HUNT	101-45122-439	
5/18/2011	012886	ANDERSON, LORI	\$460.89	EASTER EGG HUNT SUPPLIES	101-45122-439	
5/18/2011	012887	AT&T MOBILITY	\$71.49		101-43100-321	
5/18/2011	012887	AT&T MOBILITY	\$36.35		101-43100-321	
5/18/2011	012887	AT&T MOBILITY	\$13.49		602-49490-321	
5/18/2011	012887	AT&T MOBILITY	\$13.49		101-43100-321	
5/18/2011	012888	CAR QUEST AUTO PARTS-PAYMENT	\$13.88	PURPLE CLEANER	101-43100-220	
5/18/2011	012888	CAR QUEST AUTO PARTS-PAYMENT	\$8.67	AIR BRAKE TUBING, COUPLING, FITTINGS	101-43100-220	
5/18/2011	012888	CAR QUEST AUTO PARTS-PAYMENT	\$24.73	MIL GUA CARB CLEANER	101-43100-220	
5/18/2011	012888	CAR QUEST AUTO PARTS-PAYMENT	\$21.81	SPRAY PAINT	101-43100-220	
5/18/2011	012889	CENTER POINT ENERGY-MINNEGASCO	\$103.68	GAS UTIL-24001 FIRE HALL DR	101-42200-383	
5/18/2011	012889	CENTER POINT ENERGY-MINNEGASCO	\$114.72	GAS-209 BRDWHY-PUB WKS	101-43100-383	
5/18/2011	012889	CENTER POINT ENERGY-MINNEGASCO	\$49.34	GAS-PUMPHSE/TWR OTHMAR/MAPLE	601-49440-383	
5/18/2011	012889	CENTER POINT ENERGY-MINNEGASCO	\$83.31	GAS UTIL-229 CITY HALL	101-41940-383	
5/18/2011	012889	CENTER POINT ENERGY-MINNEGASCO	\$39.75	GAS-PUMPHSE @ WAL CIR	601-49440-383	
5/18/2011	012890	CENTRAL MINNESOTA ALARMS, INC	\$66.79	APR - JUNE SERVICES	101-41940-307	
5/18/2011	012891	CITY OF COLD SPRING	\$3,604.30	WASTEWTR BILL-CORE CITY	602-49490-312	
5/18/2011	012891	CITY OF COLD SPRING	\$2,480.52	WASTEWTR BILL-LAKES AREA	602-49490-293	
5/18/2011	012891	CITY OF COLD SPRING	\$10.35	1/4 COST OF CRACK SEAL PUBLICATION	101-43100-340	
5/18/2011	012891	CITY OF COLD SPRING	\$16.84	1/3 COST OF SEAL COAT PUBLICATION	101-43100-340	
5/18/2011	012892	FAWNLAND FARM	\$187.36	TRACTOR RENTAL FOR DITCH RECLAIMING	101-43100-328	
5/18/2011	012893	HANSEN MECHANICAL	\$71.36	WTR HTR PRESS SWITCH AND FREIGHT	101-42200-220	
5/18/2011	012894	HAWKINS WTR TREATMENT GRP INC	\$10.00	DEMURAGE	601-49440-216	
5/18/2011	012894	HAWKINS WTR TREATMENT GRP INC	\$504.87	CHLORINE	601-49440-216	
5/18/2011	012895	HEYING, STEVE	\$26.83	ELECTRIC FRY PAN	101-45120-229	
5/18/2011	012896	INDEPNDT TESTING TECH, INC	\$700.00	AHLES RD PROJ CC APP 4 20 11	215-43100-303	
5/18/2011	012897	KRAEMER TRUCKING & EXCAV, INC	\$225.50	Agate Beach Rd	101-43100-327	
5/18/2011	012897	KRAEMER TRUCKING & EXCAV, INC	\$67.87	HUBERT LANE CRUSHED GRANITE 12.7 TN	101-43100-328	
5/18/2011	012897	KRAEMER TRUCKING & EXCAV, INC	\$656.00	131st Ave, Glacier Rd, Halfman Rd	101-43100-327	
5/18/2011	012897	KRAEMER TRUCKING & EXCAV, INC	\$451.00	80th & 81st Ave, 234th St, Rausch Lk Rd, Spoden Rd	101-43100-327	
5/18/2011	012898	MITEL LEASING, INC	\$217.76	PHONE SYS LEASE-CH MAY 11	101-41940-321	
5/18/2011	012899	NELSONS TOILET RENTAL	\$145.35	HANDI CAP START 3/11/11 TO 5/11/ 11	101-45122-410	
5/18/2011	012900	PAVEMENT RESOURCES INC	\$9,084.38	1/3 DURA PATCHER	101-43100-317	
5/18/2011	012901	PEDAL TO THE MEDAL PEDAL PULLS	\$100.00	EVENT SPONSORED AT ROCK-FEST	101-45122-439	
5/18/2011	012902	RINKE NOONAN ATTORNEYS, INC	\$174.30	SEWER PROJECT EASEMENT	602-49490-300	

## Check/Receipt CHECK

Date Nbr	Search Name	Amount	Comments	Act Code
5/18/2011 012902	RINKE NOONAN ATTORNEYS, INC	\$10,096.66	ROCORI TRAILS	205-45122-304
5/18/2011 012902	RINKE NOONAN ATTORNEYS, INC	\$448.20	ORDINANCES RIGHT TO FARM/RURAL RESIDENTIAL	101-41000-300
5/18/2011 012902	RINKE NOONAN ATTORNEYS, INC	\$54.00	WINTER PARKING ISSUES	101-41000-300
5/18/2011 012902	RINKE NOONAN ATTORNEYS, INC	\$305.80	HALFMAN RD ISSUE	101-41000-300
5/18/2011 012903	ROCKVILLE GAS & BAIT	\$567.23		101-43100-212
5/18/2011 012903	ROCKVILLE GAS & BAIT	\$103.24		601-49440-212
5/18/2011 012903	ROCKVILLE GAS & BAIT	\$81.49		101-45122-212
5/18/2011 012903	ROCKVILLE GAS & BAIT	\$12.01		101-42200-212
5/18/2011 012903	ROCKVILLE GAS & BAIT	\$128.39		602-49490-212
5/18/2011 012904	SAMS CLUB/GEMB	\$39.74	OFFICE SUPP	101-41940-209
5/18/2011 012904	SAMS CLUB/GEMB	\$149.81	CONS STAND POP, BAG SNACKS	101-45120-229
5/18/2011 012905	SIMON, DONALD	\$28.05	SUPPLIES AREA CHIEFS MEETING	101-42200-430
5/18/2011 012906	ST CLOUD MEDICAL GROUP	\$326.50	2 NEW FF	101-42200-292
5/18/2011 012907	ST CLOUD TECHNICAL COLLEGE	\$850.00	HEAVY EQUIPMENT EXTRICATION 4/23/11 TO BE REIMB	101-42200-332
5/18/2011 012908	STEARNS ELECTRIC ASOC INC	\$50.98	STR LIGHTS PRAIRIE DR	101-43100-387
5/18/2011 012908	STEARNS ELECTRIC ASOC INC	\$101.00	STR LIGHTS COUNTRY SIDE	101-43100-387
5/18/2011 012908	STEARNS ELECTRIC ASOC INC	\$24.00	STR LIGHTS CO RD 140 HWY 23	101-43100-387
5/18/2011 012908	STEARNS ELECTRIC ASOC INC	\$31.00	STR LIGHTS CO RD 6 HWY 2	101-43100-387
5/18/2011 012908	STEARNS ELECTRIC ASOC INC	\$76.00	STR LIGHTS BRENTWOOD	101-43100-387
5/18/2011 012908	STEARNS ELECTRIC ASOC INC	\$53.00	LIFT ST PLEAS RD	602-49490-381
5/18/2011 012908	STEARNS ELECTRIC ASOC INC	\$88.00	LIFT ST PRAIRIE IND PK	602-49490-381
5/18/2011 012908	STEARNS ELECTRIC ASOC INC	\$114.00	LIFT ST PLEAS LAKE	602-49490-381
5/18/2011 012908	STEARNS ELECTRIC ASOC INC	\$61.00	LIFT ST GRAND LAKE	602-49490-381
5/18/2011 012908	STEARNS ELECTRIC ASOC INC	\$177.00	PMPHOUSE 26498 79TH	601-49440-381
5/18/2011 012908	STEARNS ELECTRIC ASOC INC	\$265.00	WTR TWR WALNUT CIR	601-49440-381
5/18/2011 012908	STEARNS ELECTRIC ASOC INC	\$281.00	PUMPHOUSE PLEASANT	601-49440-381
5/18/2011 012908	STEARNS ELECTRIC ASOC INC	\$28.00	CIVIL DEFENSE SIREN	101-42500-381
5/18/2011 012908	STEARNS ELECTRIC ASOC INC	\$24.00	PL CITY HALL	101-41940-381
5/18/2011 012908	STEARNS ELECTRIC ASOC INC	\$30.00	STR LIGHTS CO RD 8 HWY 23	101-43100-387
5/18/2011 012909	STENSETH, SCOTT	\$231.47	EASTER EGG HUNT SUPPLIES	101-45122-439
5/18/2011 012910	STRATEGIC EQUIP & SUPPLY CORP	\$21.79	PAPER TOWELS	101-42200-209
5/18/2011 012910	STRATEGIC EQUIP & SUPPLY CORP	\$21.79	PAPER TOWELS	101-41940-209
5/18/2011 012910	STRATEGIC EQUIP & SUPPLY CORP	\$60.55	DISPENSER AND TOWEL ROLLS	101-45120-229
5/18/2011 012911	THEIN WELL	\$465.00	ANNUAL WELL INSPECTION	601-49440-220
5/18/2011 012912	WEST CENTRAL SANITATION, INC	\$26.45	GARBAGE-CITY HALL	101-41940-384
5/18/2011 012912	WEST CENTRAL SANITATION, INC	\$23.66	GARBAGE-FIRE HALL	101-42200-384
5/18/2011 012912	WEST CENTRAL SANITATION, INC	\$26.45	GARBAGE-PUB WKS DPT	101-43100-384
		\$39,866.87		



Minnesota Department of Public Safety  
 Alcohol and Gambling Enforcement  
 444 Cedar Street, Suite 222  
 St. Paul, MN 55101



651-201-7507 • TTY 651-282-6555 • Fax 651-297-5259

**RENEWAL OF LIQUOR, WINE, CLUB OR 3.2% LICENSES**

No license will be approved or released until the \$20 Retailer ID Card fee is received by MN Liquor Control • (3.2% Licenses exempt)

**Licensee:** Please verify your license information contained below. Make corrections if necessary and sign. City Clerk/County Auditor should submit this signed renewal with completed license and licensee liquor liability for the new license period. City Clerk/County Auditor are also required by M.S. 340A.404 S. 3 to report any license cancellation.

License Code CMBS License Period Ending 6/30/2011 ID# 30013  
 City/County where license approved. Rockville

Licensee Name Stoney's Bar LLC  
 Trade Name Stoney's Bar  
 Licensed Location address 158 E Broadway St  
 City, State, Zip Code Rockville, MN 56369  
 Business Phone 320/253-2330

**LICENSE FEES:** Off Sale \$ 100.00 On Sale \$ 1250.00 Sunday \$ 150.00

By signing this renewal application, applicant certifies that there has been no change in ownership on the above named licensee. For changes in ownership, the licensee named above, or for new licensees, full applications should be used. See back of this application for further information needed to complete this renewal.

**Applicant's signature on this renewal confirms the following: Failure to report any of the following will result in fines.**

1. Licensee confirms it has no interest whatsoever, directly or indirectly in any other liquor establishments in Minnesota. If so, give details on back of this application.
2. Licensee confirms that it has never had a liquor license rejected by any city/township/county in the state of Minnesota. If ever rejected, please give details on the back of this renewal, then sign below.
3. Licensee confirms that for the past five years it has not had a liquor license revoked for any liquor law violation (state or local). If a revocation has occurred, please give details on the back of this renewal, then sign below.
4. Licensee confirms that during the past five years it or its employees have not been cited for any civil or criminal liquor law violations. If violations have occurred, please give details on back of this renewal, then sign below.
5. Licensee confirms that during the past license year, a summons has not been issued under the Liquor Liability Law (Dram Shop) MS 340A.802. If yes, attach a copy of the summons, then sign below.
6. Licensee confirms that Workers Compensation insurance will be kept in effect during the license period.

Licensee has attached a liquor liability insurance certificate that corresponds with the license period in city/county where license is issued. \$100,000 in cash or securities or \$100,000 surety bond may be submitted in lieu of liquor liability. (3.2% liquor licenses are exempt if sales are less than \$25,000 at on sale, or \$50,000 at off sale).

Licensee Signature Paul B DOB [REDACTED] S# [REDACTED] Date 4-18-11  
 (Signature certifies all above information to be correct and license has been approved by city/county.)

City Clerk/County Auditor Signature \_\_\_\_\_ Date \_\_\_\_\_  
 (Signature certifies that renewal of a liquor, wine or club license has been approved by the city/county as stated above.)

County Attorney Signature \_\_\_\_\_ Date \_\_\_\_\_  
 County Board issued licenses only (Signature certifies licensee is eligible for license).

Police/Sheriff Signature John L. [Signature] Date 5-9-11  
 (Signature certifies licensee or associates have not been cited during the past five years for any state/local liquor law violations (criminal/civil). Report violations on back, then sign here.)



Minnesota Department of Public Safety

Alcohol and Gambling Enforcement

444 Cedar Street, Suite 222

St. Paul, MN 55101

651-201-7507 • TTY 651-282-6555 • Fax 651-297-5259



### RENEWAL OF LIQUOR, WINE, CLUB OR 3.2% LICENSES

No license will be approved or released until the \$20 Retailer ID Card fee is received by MN Liquor Control • (3.2% Licenses exempt)

**Licensee:** Please verify your license information contained below. Make corrections if necessary and sign. City Clerk/County Auditor should submit this signed renewal with completed license and licensee liquor liability for the new license period. City Clerk/County Auditor are also required by M.S. 340A.404 S. 3 to report any license cancellation.

License Code OFSL License Period Ending 6/30/2011 ID# 20187  
City/County where license approved. Rockville

Licensee Name Bell, James R.

Trade Name B's Liquor of Rockville

Licensed Location address 244 W Broadway St./Suite 2

City, State, Zip Code Rockville, MN 56369

Business Phone 320/253-8482

**LICENSE FEES:** Off Sale \$ 100.00 On Sale \$ 0.00 Sunday \$ 0.00

By signing this renewal application, applicant certifies that there has been no change in ownership on the above named licensee. For changes in ownership, the licensee named above, or for new licensees, full applications should be used. See back of this application for further information needed to complete this renewal.

**Applicant's signature on this renewal confirms the following: Failure to report any of the following will result in fines.**

1. Licensee confirms it has no interest whatsoever, directly or indirectly in any other liquor establishments in Minnesota. If so, give details on back of this application.
2. Licensee confirms that it has never had a liquor license rejected by any city/township/county in the state of Minnesota. If ever rejected, please give details on the back of this renewal, then sign below.
3. Licensee confirms that for the past five years it has not had a liquor license revoked for any liquor law violation (state or local). If a revocation has occurred, please give details on the back of this renewal, then sign below.
4. Licensee confirms that during the past five years it or its employees have not been cited for any civil or criminal liquor law violations. If violations have occurred, please give details on back of this renewal, then sign below.
5. Licensee confirms that during the past license year, a summons has not been issued under the Liquor Liability Law (Dram Shop) MS 340A.802. If yes, attach a copy of the summons, then sign below.
6. Licensee confirms that Workers Compensation insurance will be kept in effect during the license period.

Licensee has attached a liquor liability insurance certificate that corresponds with the license period in city/county where license is issued. \$100,000 in cash or securities or \$100,000 surety bond may be submitted in lieu of liquor liability. (3.2% liquor licenses are exempt if sales are less than \$25,000 at on sale, or \$50,000 at off sale).

Licensee Signature James R Bell DOB [REDACTED] SS# [REDACTED] Date 4/21/11  
(Signature certifies all above information to be correct and license has been approved by city/county.)

City Clerk/County Auditor Signature \_\_\_\_\_ Date \_\_\_\_\_  
(Signature certifies that renewal of a liquor, wine or club license has been approved by the city/county as stated above.)

County Attorney Signature \_\_\_\_\_ Date \_\_\_\_\_  
County Board issued licenses only (Signature certifies licensee is eligible for license).

Police/Sheriff Signature John L. [REDACTED] Date 5-9-11  
(Signature certifies licensee or associates have not been cited during the past five years for any state/local liquor law violations (criminal/civil). Report violations on back, then sign here.)



Minnesota Department of Public Safety  
 Alcohol and Gambling Enforcement  
 444 Cedar Street, Suite 222  
 St. Paul, MN 55101  
 651-201-7507 • TTY 651-282-6555 • Fax 651-297-5259



### RENEWAL OF LIQUOR, WINE, CLUB OR 3.2% LICENSES

No license will be approved or released until the \$20 Retailer ID Card fee is received by MN Liquor Control • (3.2% Licenses exempt)

**Licensee:** Please verify your license information contained below. Make corrections if necessary and sign. City Clerk/County Auditor should submit this signed renewal with completed license and licensee liquor liability for the new license period. City Clerk/County Auditor are also required by M.S. 340A.404 S. 3 to report any license cancellation.

License Code CMBS License Period Ending 6/30/2011 ID# 13568  
 City/County where license approved. Rockville  
 Licensee Name C. J. V. Inc.  
 Trade Name 400 Supper Club  
 Licensed Location address 25958 Lake Rd  
 City, State, Zip Code St. Cloud, MN 56301  
 Business Phone 320/253-2465

**LICENSE FEES:** Off Sale \$ 100.00 On Sale \$ 1250.00 Sunday \$ 150.00  
 By signing this renewal application, applicant certifies that there has been no change in ownership on the above named licensee. For changes in ownership, the licensee named above, or for new licensees, full applications should be used. See back of this application for further information needed to complete this renewal.

**Applicant's signature on this renewal confirms the following: Failure to report any of the following will result in fines.**

1. Licensee confirms it has no interest whatsoever, directly or indirectly in any other liquor establishments in Minnesota. If so, give details on back of this application.
2. Licensee confirms that it has never had a liquor license rejected by any city/township/county in the state of Minnesota. If ever rejected, please give details on the back of this renewal, then sign below.
3. Licensee confirms that for the past five years it has not had a liquor license revoked for any liquor law violation (state or local). If a revocation has occurred, please give details on the back of this renewal, then sign below.
4. Licensee confirms that during the past five years it or its employees have not been cited for any civil or criminal liquor law violations. If violations have occurred, please give details on back of this renewal, then sign below.
5. Licensee confirms that during the past license year, a summons has not been issued under the Liquor Liability Law (Dram Shop) MS 340A.802. If yes, attach a copy of the summons, then sign below.
6. Licensee confirms that Workers Compensation insurance will be kept in effect during the license period.

Licensee has attached a liquor liability insurance certificate that corresponds with the license period in city/county where license is issued. \$100,000 in cash or securities or \$100,000 surety bond may be submitted in lieu of liquor liability. (3.2% liquor licenses are exempt if sales are less than \$25,000 at on sale, or \$50,000 at off sale).

Licensee Signature [Signature] DOB [Redacted] SS# [Redacted] Date 4/13/11  
 (Signature certifies all above information to be correct and license has been approved by city/county.)

City Clerk/County Auditor Signature \_\_\_\_\_ Date \_\_\_\_\_  
 (Signature certifies that renewal of a liquor, wine or club license has been approved by the city/county as stated above.)

County Attorney Signature \_\_\_\_\_ Date \_\_\_\_\_  
 County Board issued licenses only (Signature certifies licensee is eligible for license).

Police/Sheriff Signature [Signature] Date 5-9-11  
 (Signature certifies licensee or associates have not been cited during the past five years for any state/local liquor law violations (criminal/civil). Report violations on back, then sign here.)



Minnesota Department of Public Safety

Alcohol and Gambling Enforcement

444 Cedar Street, Suite 222

St. Paul, MN 55101

651-201-7507 • TTY 651-282-6555 • Fax 651-297-5259



### RENEWAL OF LIQUOR, WINE, CLUB OR 3.2% LICENSES

No license will be approved or released until the \$20 Retailer ID Card fee is received by MN Liquor Control • (3.2% Licenses exempt)

**Licensee:** Please verify your license information contained below. Make corrections if necessary and sign. City Clerk/County Auditor should submit this signed renewal with completed license and licensee liquor liability for the new license period. City Clerk/County Auditor are also required by M.S. 340A.404 S. 3 to report any license cancellation.

License Code CMBS License Period Ending 6/30/2011 ID# 31690  
City/County where license approved. Rockville

Licensee Name Grand View Bar & Grill Inc.  
Trade Name DBA Eddie's on Grand Bar & Grill  
~~Grand View Bar & Grill~~

Licensed Location address 21614 Co Rd B  
City, State, Zip Code Cold Spring, MN 56320

Business Phone 320/654-1811

**LICENSE FEES:** Off Sale \$ 100.00 On Sale \$ 1250.00 Sunday \$ 150.00

By signing this renewal application, applicant certifies that there has been no change in ownership on the above named licensee. For changes in ownership, the licensee named above, or for new licensees, full applications should be used. See back of this application for further information needed to complete this renewal.

**Applicant's signature on this renewal confirms the following: Failure to report any of the following will result in fines.**

1. Licensee confirms it has no interest whatsoever, directly or indirectly in any other liquor establishments in Minnesota. If so, give details on back of this application.
2. Licensee confirms that it has never had a liquor license rejected by any city/township/county in the state of Minnesota. If ever rejected, please give details on the back of this renewal, then sign below.
3. Licensee confirms that for the past five years it has not had a liquor license revoked for any liquor law violation (state or local). If a revocation has occurred, please give details on the back of this renewal, then sign below.
4. Licensee confirms that during the past five years it or its employees have not been cited for any civil or criminal liquor law violations. If violations have occurred, please give details on back of this renewal, then sign below.
5. Licensee confirms that during the past license year, a summons has not been issued under the Liquor Liability Law (Dram Shop) MS 340A.802. If yes, attach a copy of the summons, then sign below.
6. Licensee confirms that Workers Compensation insurance will be kept in effect during the license period.

Licensee has attached a liquor liability insurance certificate that corresponds with the license period in city/county where license is issued. \$100,000 in cash or securities or \$100,000 surety bond may be submitted in lieu of liquor liability. (3.2% liquor licenses are exempt if sales are less than \$25,000 at on sale, or \$50,000 at off sale).

Licensee Signature [Signature] DOB [Redacted] SS# [Redacted] Date 4-27-11  
(Signature certifies all above information to be correct and license has been approved by city/county.)

City Clerk/County Auditor Signature \_\_\_\_\_ Date \_\_\_\_\_  
(Signature certifies that renewal of a liquor, wine or club license has been approved by the city/county as stated above.)

County Attorney Signature \_\_\_\_\_ Date \_\_\_\_\_  
County Board issued licenses only (Signature certifies licensee is eligible for license).

Police/Sheriff Signature [Signature] Date 5-9-11  
(Signature certifies licensee or associates have not been cited during the past five years for any state/local liquor law violations (criminal/civil). Report violations on back, then sign here.)



Minnesota Department of Public Safety  
 Alcohol and Gambling Enforcement  
 444 Cedar Street, Suite 222  
 St. Paul, MN 55101  
 651-201-7507 • TTY 651-282-6555 • Fax 651-297-5259



**RENEWAL OF LIQUOR, WINE, CLUB OR 3.2% LICENSES**

No license will be approved or released until the \$20 Retailer ID Card fee is received by MN Liquor Control • (3.2% Licenses exempt)

**Licensee:** Please verify your license information contained below. Make corrections if necessary and sign. City Clerk/County Auditor should submit this signed renewal with completed license and licensee liquor liability for the new license period. City Clerk/County Auditor are also required by M.S. 340A.404 S. 3 to report any license cancellation.

License Code DNSS License Period Ending 6/30/2011 ID# 28915  
 City/County where license approved. Rockville  
 Licensee Name Big Daddy's Burgers & Booze Inc.  
 Trade Name Big Daddy's  
 Licensed Location address 201 Broadway St E  
 City, State, Zip Code Rockville, MN 56369  
 Business Phone 320/980-4569

**LICENSE FEES:** Off Sale \$ 0.00 On Sale \$ 1250.00 Sunday \$ 150.00  
 By signing this renewal application, applicant certifies that there has been no change in ownership on the above named licensee. For changes in ownership, the licensee named above, or for new licensees, full applications should be used. See back of this application for further information needed to complete this renewal.

**Applicant's signature on this renewal confirms the following: Failure to report any of the following will result in fines.**

1. Licensee confirms it has no interest whatsoever, directly or indirectly in any other liquor establishments in Minnesota. If so, give details on back of this application.
2. Licensee confirms that it has never had a liquor license rejected by any city/township/county in the state of Minnesota. If ever rejected, please give details on the back of this renewal, then sign below.
3. Licensee confirms that for the past five years it has not had a liquor license revoked for any liquor law violation (state or local). If a revocation has occurred, please give details on the back of this renewal, then sign below.
4. Licensee confirms that during the past five years it or its employees have not been cited for any civil or criminal liquor law violations. If violations have occurred, please give details on back of this renewal, then sign below.
5. Licensee confirms that during the past license year, a summons has not been issued under the Liquor Liability Law (Dram Shop) MS 340A.802. If yes, attach a copy of the summons, then sign below.
6. Licensee confirms that Workers Compensation insurance will be kept in effect during the license period.

Licensee has attached a liquor liability insurance certificate that corresponds with the license period in city/county where license is issued. \$100,000 in cash or securities or \$100,000 surety bond may be submitted in lieu of liquor liability. (3.2% liquor licenses are exempt if sales are less than \$25,000 at on sale, or \$50,000 at off sale).

Licensee Signature Betsy Goebel DOB [REDACTED] SS# [REDACTED] Date 5-4-11  
 (Signature certifies all above information to be correct and license has been approved by city/county.)

City Clerk/County Auditor Signature \_\_\_\_\_ Date \_\_\_\_\_  
 (Signature certifies that renewal of a liquor, wine or club license has been approved by the city/county as stated above.)

County Attorney Signature \_\_\_\_\_ Date \_\_\_\_\_  
 County Board issued licenses only (Signature certifies licensee is eligible for license).

Police/Sheriff Signature John R. [REDACTED] Date 5-9-11  
 (Signature certifies licensee or associates have not been cited during the past five years for any state/local liquor law violations (criminal/civil). Report violations on back, then sign here.)