

CITY OF ROCKVILLE

P.O. BOX 93

229 Broadway Street East

ROCKVILLE, MN 56369

For Your Information – FYI

Council Action Needed – CA

AGENDA WEDNESDAY, MARCH 13, 2019 ROCKVILLE CITY HALL 6:00 P.M.

1. **Call to Order** Roll Call - BH.BB.DW.DS.JT.
2. **Pledge of Allegiance**
3. **Roll Call** – (Silence Electronic Devices)
4. **Additions/Approval of Agenda** CA 1
5. **Public Comment (3) Minute Limit** (no sharing/allotting of minutes, statements only, no dialog)
6. **Resolution 2019-11 Acceptance of February 2019 Donations** CA 2
7. **Consent Agenda** (approved with one motion) CA 3
 - a) Acknowledge Review of the February 2019 Bills Paid
 - b) Approval Rockville City Council Minutes of February 13, 2019
 - c) Acknowledge Review of the February 2019 Sheriff's Report
 - d) Acknowledge February 2019 Building Permits
 - e) LMC Liability Coverage Waiver (does not waive the monetary limits on the municipal tort liability)
 - f) Approve Updated City of Rockville Data Practices Policy
 - g) Resolution 2019-12 Old Fire Department Turn-Out Gear Declaring Excess Property
8. **Department Reports:**
 - a) Planning Commission
 1. Resolution 2019-13 Schneider Final Plat CA 53
 2. Schneider Developers Agreement CA 60
 - b) City Engineer
 1. 2018 Street Project Final Pay Request Central Specialties Inc. CA 89
 - c) Public Works 91
9. **Administration**
10. **Appropriations, Allocations, and Transfers**
 - a) Council Action CA
11. **Mayor / Council Reports:** FYI
 - a) RTCB
 - b) Ordinance Review
 - c) RTU
12. **Other**
 - a) Written Complaint 92
13. **Adjourn**

**City of Rockville, Minnesota
Resolution 2019-11**

Accepting of Donations / Contributions for February 2019

It is hereby resolved by the City of Rockville, Minnesota that:

WHEREAS; Minnesota State Statute 465.03 requires that governing bodies must formally accept donations and contributions and that every such acceptance shall be by resolution of the governing body adopted by a two-thirds majority of its members, expressing such terms in full; and

WHEREAS; The City seeks to properly accept and record donations and contributions in accordance with all state statutes and state auditor requirements;

THEREFORE; The Rockville City Council formally accepts the following donations / contributions given to the City during the month of February 2019 and agrees to their associated stipulations:

- | | | |
|----|--|----------|
| 1. | Christmas Care Drive
<i>Rockville Fire Department</i> | \$200.00 |
| 2. | Luxemburg Lions Club
<i>Rockville Fire Department</i> | \$500.00 |

Adoption by the City Council of the City of Rockville on this 13th day of March, 2019.

Duane Willenbring, Mayor

ATTEST:

Martin M. Bode, City administrator

CITY OF ROCKVILLE

***Check Detail Register©**

JANUARY 2019

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
10600 COMBINED CITY ACCT					
1338 e	02/13/19	PERA			
G 101-21704		PERA	\$1,724.18		RETIRE CONTR-
		Total	\$1,724.18		
1339 e 02/13/19 MN REVENUE					
G 101-21702		State Withholding	\$685.12		STATE TAX W/H-
		Total	\$685.12		
1340 e 02/13/19 EFTPS-ELECTRONIC FED TAX PMT					
G 101-21701		Federal Withholding	\$1,478.75		FEDERAL W/H -
G 101-21703		FICA/Medicare Withholdin	\$1,979.12		FICA/MEDICARE -
		Total	\$3,457.87		
1341 e 02/27/19 PERA					
G 101-21704		PERA	\$1,594.23		RETIRE CONTR-
		Total	\$1,594.23		
1342 e 02/27/19 MN REVENUE					
G 101-21702		State Withholding	\$625.22		STATE TAX W/H-
		Total	\$625.22		
1343 e 02/27/19 EFTPS-ELECTRONIC FED TAX PMT					
G 101-21701		Federal Withholding	\$1,298.58		FEDERAL W/H -
G 101-21703		FICA/Medicare Withholdin	\$1,807.18		FICA/MEDICARE -
		Total	\$3,105.76		
1344 e 02/27/19 PAYMENT SERVICE NETWORK					
E 101-46300-210		Operating Expenses	\$1.24		Monthly Credit Card fee
E 601-49440-210		Operating Expenses	\$1.24		Monthly Credit Card fee
E 602-49490-210		Operating Expenses	\$1.24		Monthly Credit Card fee
E 101-41000-210		Operating Expenses	\$1.23		Monthly Credit Card fee
		Total	\$4.95		
18895 02/06/19 ADVANCE AUTO PARTS					
E 101-43100-220		Repair/Operating Expense	\$63.73		Unit 7 Bio Kleen Biocide Unit 5 Halogen sealed beam & light bulb
E 101-43100-220		Repair/Operating Expense	\$50.76		Unit 7 CFI fuel Unit 2 Electronic Flasher, Jcase 32v card, mini kit
E 101-43100-220		Repair/Operating Expense	\$71.96		Unit 7 CFI fuel, Unit 168 PS Fluid, 14.1 oz map/pro cyl
E 101-42200-212		Gas & Oil	\$43.96		Fire dept co oil absorbent
E 101-42200-220		Repair/Operating Expense	\$19.98		Fire Dept orange pumice hand
E 101-43100-220		Repair/Operating Expense	\$22.78		Unit 2 Air couplers & Air Line
E 101-43100-220		Repair/Operating Expense	\$109.69		Unit 2 Oil filter & fuel
E 101-43100-220		Repair/Operating Expense	\$47.56		Unit 168 airline couplings & antifreeze
E 101-43100-220		Repair/Operating Expense	\$89.99		Unit 2 Oil for oil change
E 101-43100-220		Repair/Operating Expense	\$505.30		Unit 2 LED Strobe Light
		Total	\$1,025.71		
18896 02/06/19 AMERIPRIDE SERVICES, INC					
E 101-41000-209		Cleaning Supplies	\$14.65		RENTAL OF RUGS/MOPS-CITY HALL

CITY OF ROCKVILLE

***Check Detail Register©**

JANUARY 2019

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 101-41110-209		Cleaning Supplies	\$7.00		RENTAL OF RUGS/MOPS-CITY HALL
E 101-42200-209		Cleaning Supplies	\$7.00		RENTAL OF RUGS/MOPS-CITY HALL
E 101-43100-209		Cleaning Supplies	\$7.00		RENTAL OF RUGS/MOPS-CITY HALL
E 101-46300-209		Cleaning Supplies	\$7.00		RENTAL OF RUGS/MOPS-CITY HALL
E 601-49440-209		Cleaning Supplies	\$7.00		RENTAL OF RUGS/MOPS-CITY HALL
E 602-49490-209		Cleaning Supplies	\$7.00		RENTAL OF RUGS/MOPS-CITY HALL
		Total	\$56.65		
18897	02/06/19	BOUND TREE MEDICAL, LLC			
E 101-42200-219		Fire Rescue Supplies	\$29.64	83099167	Fire Dept Sodium Chloride Bags
		Total	\$29.64		
18898	02/06/19	CENTRAL HYDRAULICS			
E 101-43100-220		Repair/Operating Expense	\$76.05		Unit 168 Hyd hose & fitting
		Total	\$76.05		
18899	02/06/19	CENTRAL MCGOWAN, INC			
E 101-42200-219		Fire Rescue Supplies	\$79.92		MEDICAL OXYGEN/RENT-FIRE DEPT
		Total	\$79.92		
18900	02/06/19	COMMUNITY TECHNOLOGY CENTER			
E 101-41000-309		Computer Svcs, Software	\$1,354.50	0036	Computers/Server Council Approved 7/11/18
E 101-41110-309		Computer Svcs, Software	\$1,354.50		Computers/Server Council Approved 7/11/18
E 101-41800-309		Computer Svcs, Software	\$1,354.50		Computers/Server Council Approved 7/11/18
E 101-42200-309		Computer Svcs, Software	\$1,354.50		Computers/Server Council Approved 7/11/18
E 101-43100-309		Computer Svcs, Software	\$1,354.50		Computers/Server Council Approved 7/11/18
E 101-46300-309		Computer Svcs, Software	\$1,354.50		Computers/Server Council Approved 7/11/18
E 601-49440-309		Computer Svcs, Software	\$1,354.50		Computers/Server Council Approved 7/11/18
E 602-49490-309		Computer Svcs, Software	\$1,354.50		Computers/Server Council Approved 7/11/18
		Total	\$10,836.00		
18901	02/06/19	DALMATIAN FIRE EQUIPMENT			
E 101-42200-538		Personal Protective Equip-	\$960.00	16339	4 Face Mask
E 101-42200-220		Repair/Operating Expense	(\$100.00)	402161	Trade Credit return 4 cylinder
		Total	\$860.00		
18902	02/06/19	FASTENAL COMPANY, INC			
E 101-43100-220		Repair/Operating Expense	\$74.28	96824	Bolts for scraper on Unit 168
		Total	\$74.28		
18903	02/06/19	FREIGHTLINER OF ST CLOUD			
E 101-43100-220		Repair/Operating Expense	\$931.28	56331	Unit 168 Steering Gear
		Total	\$931.28		
18904	02/06/19	GOPHER STATE ONE-CALL			
E 602-49490-291		Locates	\$5.40		LOCATE TICKETS-SWR DEPT
E 601-49440-291		Locates	\$5.40		LOCATE TICKETS-WTR DEPT
		Total	\$10.80		
18905	02/06/19	KIESS BROS			
E 101-43100-212		Gas & Oil	\$1,119.79		Fuel Streets

CITY OF ROCKVILLE

***Check Detail Register©**

JANUARY 2019

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 601-49440-212		Gas & Oil	\$35.45		Fuel Water
E 602-49490-212		Gas & Oil	\$35.44		Fuel Sewer
		Total	\$1,190.68		
18906	02/06/19	LEAGUE OF MINNESOTA CITIES			
E 101-41800-332		Training	\$300.00	288162	Region III Regional Safety group training
		Total	\$300.00		
18907	02/06/19	LITTLE FALLS MACHINE, INC			
E 101-43100-220		Repair/Operating Expense	\$1,167.59	353790	Scraper parts for unit 168
		Total	\$1,167.59		
18908	02/06/19	MN RURAL WATER ASSOCIATION			
E 602-49490-332		Training	\$255.00		TRAINING-RURAL WATER Fabian Wastewater Training & Exam
		Total	\$255.00		
18909	02/06/19	ROYAL TIRE INC			
E 101-43100-220		Repair/Operating Expense	\$51.85	36020	Repair Flat Tire unit 168
		Total	\$51.85		
18910	02/06/19	SUPER AMERICA OF COLD SPRING			
E 101-42200-212		Gas & Oil	\$218.92		Fuel Fire Dept
		Total	\$218.92		
18911	02/14/19	AT & T MOBILITY			
E 101-42200-321		Telephone	\$76.46	70255	FirstNet Fire Dept wireless
		Total	\$76.46		
18912	02/14/19	BLUE CROSS BLUE SHIELD OF MN			
G 101-21705		Health Insurance	\$241.16		EMPLOYEE PORTION HEALTH INS.
G 101-21706		City Portion Health Ins	\$964.70		EMPLOYER PD HEALTH INS.
		Total	\$1,205.86		
18913	02/14/19	COLD SPRING RECORD INC			
E 602-49490-340		Advertising/Printing/Publis	\$4.46	39271	Public Hearing Fee Schedule
E 601-49440-340		Advertising/Printing/Publis	\$4.46		Public Hearing Fee Schedule
E 101-41000-340		Advertising/Printing/Publis	\$4.47		Public Hearing Fee Schedule
E 101-46300-340		Advertising/Printing/Publis	\$4.46		Public Hearing Fee Schedule
E 101-43100-340		Advertising/Printing/Publis	\$4.46		Public Hearing Fee Schedule
		Total	\$22.31		
18914	02/14/19	HAWKINS WTR TREATMENT GRP INC			
E 601-49440-217		PL LK Chemicals/Chem P	\$10.00	84125	DEMURRAGE-WATER DEPT
E 601-49440-216		Chemicals/Chem Product	\$10.00		DEMURRAGE-WATER DEPT
		Total	\$20.00		
18915	02/14/19	HERBERG CONSTRUCTION			
G 101-20200		Accounts Payable	\$1,632.00		43100-320 2018 Ditch Mowing
		Total	\$1,632.00		
18916	02/14/19	JOVANOVICH KADLEC & ATHMANN			

CITY OF ROCKVILLE

***Check Detail Register©**

JANUARY 2019

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 101-46300-304		Legal Fees	\$122.50	16331	Review Schneider Developer Agreement
E 101-41110-304		Legal Fees	\$87.50		Review Resolution 2018-48 Censure
E 101-46300-304		Legal Fees	\$35.00		Review Pleasant Lake Developer Agreement
		Total	\$245.00		
18917	02/14/19	MIDCO			
E 101-42200-323		Internet/E-mail/Web Site	\$75.00		FIRE HALL
E 101-46300-323		Internet/E-mail/Web Site	\$9.44		CITY HALL
E 101-43100-323		Internet/E-mail/Web Site	\$9.44		CITY HALL
E 602-49490-323		Internet/E-mail/Web Site	\$9.44		CITY HALL
E 601-49440-323		Internet/E-mail/Web Site	\$9.44		CITY HALL
E 101-41000-323		Internet/E-mail/Web Site	\$9.48		CITY HALL
E 101-41110-323		Internet/E-mail/Web Site	\$9.44		CITY HALL
E 101-41800-323		Internet/E-mail/Web Site	\$9.44		CITY HALL
E 101-45122-323		Internet/E-mail/Web Site	\$9.44		CITY HALL
E 101-42500-323		Internet/E-mail/Web Site	\$9.44		CITY HALL
		Total	\$160.00		
18918	02/14/19	MN DEPT OF LABOR & INDUSTRY			
E 101-42200-220		Repair/Operating Expense	\$10.00	8531	ANNUAL COMPRESSOR INSPECTION
E 101-43100-220		Repair/Operating Expense	\$10.00	8541	ANNUAL COMPRESSOR INSPECTION
		Total	\$20.00		
18919	02/14/19	STEARNS CO AUDITOR-TREASURER			
G 101-20200		Accounts Payable	\$41.74	15	41410-210 2018 City Chargeback General Election
		Total	\$41.74		
18920	02/14/19	STEARNS ELECTRIC ASOC INC			
E 601-49440-381		Electric Utilities	\$254.00		10052700 Walnut Cir Water Tow
E 101-43100-387		Street Lighting-Electricity	\$51.00		10232500 Co Rd140/H23 St Light
E 101-43100-387		Street Lighting-Electricity	\$42.00		10232600 Co Rd8/H23 St Lights
E 602-49490-381		Electric Utilities	\$110.00		10405800 Co Rd 8 Lift Station
E 602-49490-381		Electric Utilities	\$218.00		10405900 Co Rd 6 Lift Station
E 602-49490-381		Electric Utilities	\$305.00		10406000 Prairie Dr Lift Stati
E 602-49490-381		Electric Utilities	\$88.00		10440600 Pleasant Lk Lift Stat
E 601-49440-382		PL LK Electric Utilities	\$47.70		10543000 79th Ave Pump House
E 101-43100-387		Street Lighting-Electricity	\$147.00		10453000 St Lights Prairie Dr
E 601-49440-382		PL LK Electric Utilities	\$414.00		10516700 Pleasant Rd Pump Hous
E 101-43100-387		Street Lighting-Electricity	\$71.00		10549600 St Lights Brentwood
E 101-43100-387		Street Lighting-Electricity	\$50.00		11633200 St Lights Co Rd6/Hw23
E 101-42500-381		Electric Utilities	\$35.00		5452511 Lake Rd Siren
E 101-43100-387		Street Lighting-Electricity	\$95.00		6400610 Co Side Addn St Lights
		Total	\$1,927.70		
18921	02/14/19	VISA			
E 101-42200-220		Repair/Operating Expense	\$38.36		Fire Hall Bathroom Toilet Flapper & Tank Kit
E 602-49490-288		Lk Sewer Lift Station	\$495.00		3 Lift Station Heaters
E 101-43100-220		Repair/Operating Expense	\$53.95		Unit 5 Chain, Midlink
E 101-41800-332		Training	\$350.00		Marty MCFOA Conf. Debbie Liquor Control Training
E 601-49440-309		Computer Svcs, Software	\$60.00		Upgrade Itron Software

CITY OF ROCKVILLE

***Check Detail Register©**

JANUARY 2019

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 602-49490-309		Computer Svcs, Software	\$60.00		Upgrade Itron Software
E 101-42200-322		Postage	\$88.92		Return Cylinder to Vendor-Fire Dept
E 101-41000-200		Office Supplies	\$18.21		File Folders, Pencils, Soap
E 101-42200-200		Office Supplies	\$18.21		File Folders, Pencils, Soap
E 101-43100-200		Office Supplies	\$18.21		File Folders, Pencils, Soap
E 601-49440-200		Office Supplies	\$18.21		File Folders, Pencils, Soap
E 602-49490-200		Office Supplies	\$18.21		File Folders, Pencils, Soap
E 101-46300-200		Office Supplies	\$18.21		File Folders, Pencils, Soap
E 101-41110-200		Office Supplies	\$18.21		File Folders, Pencils, Soap
E 101-41800-200		Office Supplies	\$18.21		File Folders, Pencils, Soap
Total			\$1,291.91		
18922	02/14/19	WEST CENTRAL SANITATION, INC			
E 101-42200-384		Refuse/Garbage Disposal	\$23.62		GARBAGE-FIRE HALL
E 101-45122-384		Refuse/Garbage Disposal	\$13.18		GARBAGE-PLEASANT LK
E 101-41000-384		Refuse/Garbage Disposal	\$23.70		GARBAGE-CITY HALL
E 101-43100-384		Refuse/Garbage Disposal	\$84.47		GARBAGE-PUB WKS DPT
Total			\$144.97		
18923	02/21/19	AT & T MOBILITY			
E 101-43100-321		Telephone	\$57.02		WIRELESS PHONE
E 601-49440-321		Telephone	\$25.00		WIRELESS PHONE
E 602-49490-321		Telephone	\$25.00		WIRELESS PHONE
E 101-45122-321		Telephone	\$4.00		WIRELESS PHONE
E 602-49490-321		Telephone	\$31.53		GRINDERSTATION PHONE
E 101-42200-321		Telephone	\$0.00		FirstNet Fire Dept wireless
Total			\$142.55		
18924	02/21/19	AUSTIN INCORPORATED			
E 602-49490-289		Grinderstation Repairs/Par	\$270.00	4324	Pump grinding pump 21096 Fowler Rd
Total			\$270.00		
18925	02/21/19	BOLTON & MENK INC			
E 601-49440-303		Engineering Fees	\$22.50	228569	Water to possible new business
E 602-49490-303		Engineering Fees	\$22.50		Sewer to possible new business
E 101-46300-303		Engineering Fees	\$150.00	228571	Schneider's Subdivision
E 215-43100-303		Engineering Fees	\$200.00	228572	Street Improvement
E 602-49490-303		Engineering Fees	\$465.00	228580	Stickney -Read Flow Meter
Total			\$860.00		
18926	02/21/19	CENTER POINT ENERGY-MINNEGASCO			
E 601-49440-383		Gas Utilities	\$65.26		6109069-2 PMPHSE OTHMAR/MAPLE
E 101-43100-383		Gas Utilities	\$188.63		6109272-2 209 BRDWY-PUB WKS
E 601-49440-383		Gas Utilities	\$188.63		6109272-2 209 BRDWY-PUB WKS
E 602-49490-383		Gas Utilities	\$188.62		6109272-2 209 BRDWY-PUB WKS
E 601-49440-383		Gas Utilities	\$53.31		6110833-8 PUMPHSE @ WAL CIR
E 101-41000-383		Gas Utilities	\$54.34		6394888-9 UTIL-229 CITY HALL
E 101-41800-383		Gas Utilities	\$54.34		6394888-9 UTIL-229 CITY HALL
E 101-43100-383		Gas Utilities	\$54.34		6394888-9 UTIL-229 CITY HALL
E 601-49440-383		Gas Utilities	\$54.34		6394888-9 UTIL-229 CITY HALL

CITY OF ROCKVILLE

***Check Detail Register©**

JANUARY 2019

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 602-49490-383		Gas Utilities	\$54.34		6394888-9 UTIL-229 CITY HALL
E 101-42200-383		Gas Utilities	\$984.75		6436553-9 24001 FIRE HALL DR
		Total	\$1,940.90		
18927	02/21/19	CENTRACARE HEALTH			
E 101-42200-292		Health Srvc/Pre Employ	\$578.00		HEP B Vaccine 11 Fire Dept Members
		Total	\$578.00		
18928	02/21/19	CENTRAL HYDRAULICS			
E 101-43100-220		Repair/Operating Expense	\$88.48	98591	2 Hyd hoses for unit 168 sander
		Total	\$88.48		
18929	02/21/19	CENTURYLINK			
E 101-42200-321		Telephone	\$80.88		251-0072 Fire Dept
E 601-49440-321		Telephone	\$38.28		251-1664 SCDA System
E 602-49490-321		Telephone	\$38.28		251-1664 SCDA System
E 601-49440-321		Telephone	\$54.58		251-2120 Well house 3
E 101-41000-321		Telephone	\$46.64		251-5836 City Hall
E 101-41110-321		Telephone	\$46.64		251-5836 City Hall
E 101-43100-321		Telephone	\$46.64		251-5836 City Hall
E 101-46300-321		Telephone	\$46.64		251-5836 City Hall
E 601-49440-321		Telephone	\$46.64		251-5836 City Hall
E 602-49490-321		Telephone	\$46.63		251-5836 City Hall
E 602-49490-321		Telephone	\$56.40		259-1473 Sewer
E 602-49490-321		Telephone	\$61.00		685-4204 Sewer
E 602-49490-321		Telephone	\$205.50		612-E16-2655 Sewer
		Total	\$814.75		
18930	02/21/19	COLD SPRING BAKERY INC			
E 101-41000-336		Safety Training	\$49.14	224611	SAFETY TRAINING
		Total	\$49.14		
18931	02/21/19	DAVID DROWN ASSOCIATES, INC			
G 601-20200		Accounts Payable	\$241.87		301-310 Filing Continuing Disclosure Filing
G 312-20200		Accounts Payable	\$241.87		312-310 Filing Continuing Disclosure Filing
G 311-20200		Accounts Payable	\$241.87		311-310 Filing Continuing Disclosure Filing
G 310-20200		Accounts Payable	\$241.87		310-310 Filing Continuing Disclosure Filing
G 309-20200		Accounts Payable	\$241.88		309-310 Filing Continuing Disclosure Filing
G 308-20200		Accounts Payable	\$241.88		308-310 Filing Continuing Disclosure Filing
G 304-20200		Accounts Payable	\$241.88		304-310 Filing Continuing Disclosure Filing
G 602-20200		Accounts Payable	\$241.88		602-310 Filing Continuing Disclosure Filing
		Total	\$1,935.00		
18932	02/21/19	DELTA ELECTRIC			
E 602-49490-296		Lk Sewer Contr Srvc	\$1,208.00	27191	Grinderstation calls Lake Area
		Total	\$1,208.00		
18933	02/21/19	KRAEMER TRUCKING & EXCAV, INC			
E 101-43100-338		Crushing/Gravel Purchase	\$637.50	18363	Washed Sand (Plowing)
		Total	\$637.50		

CITY OF ROCKVILLE

***Check Detail Register©**

JANUARY 2019

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
18934	02/21/19	LEAGUE OF MINNESOTA CITIES			
G 101-20200		Accounts Payable	\$12,787.85		46300-304 Litigation Ruether
		Total	\$12,787.85		
18935	02/21/19	MARCO FINANCING, INC (LEASE)			
E 101-41000-413		Copier/Printer Lease	\$87.95		COPIER/LEASE
E 101-41110-413		Copier/Printer Lease	\$45.00		COPIER/LEASE
E 101-42200-413		Copier/Printer Lease	\$25.00		COPIER/LEASE
E 101-42500-413		Copier/Printer Lease	\$25.00		COPIER/LEASE
E 101-43100-413		Copier/Printer Lease	\$60.00		COPIER/LEASE
E 101-45122-413		Copier/Printer Lease	\$25.00		COPIER/LEASE
E 101-46300-413		Copier/Printer Lease	\$90.00		COPIER/LEASE
E 601-49440-413		Copier/Printer Lease	\$65.00		COPIER/LEASE
E 602-49490-413		Copier/Printer Lease	\$80.00		COPIER/LEASE
		Total	\$502.95		
18936	02/21/19	NORTH STAR SIGNS & ENGRAV, INC			
E 101-42200-538		Personal Protective Equip-	\$83.85	21239	Reflective Helmet Labels, mail box labels, picture tags, pass tags
		Total	\$83.85		
18937	02/21/19	NORTHLAND BUSINESS SYSTEMS			
E 101-41110-210		Operating Expenses	\$74.50	88325	Recorder software upgrade
E 101-46300-210		Operating Expenses	\$74.50		Recorder software upgrade
		Total	\$149.00		
18938	02/21/19	POWERARC INC			
E 101-42200-220		Repair/Operating Expense	\$23.14	25522	2 50 watt halogone bulb Fire Dept Unit 3
		Total	\$23.14		
18939	02/21/19	ST CLOUD TECHNICAL COLLEGE			
E 101-42200-332		Training	\$2,740.00	409450	Firefighting I & II Chad Meierfofer and James Roehrl
		Total	\$2,740.00		
18940	02/28/19	AMEM			
E 101-42500-433		Dues and Subscriptions	\$200.00	201937-276	AMEM Annual Dues (EMS)
		Total	\$200.00		
18941	02/28/19	COMMUNITY TECHNOLOGY CENTER			
E 101-41000-309		Computer Svcs, Software	\$112.13		
E 101-41110-309		Computer Svcs, Software	\$112.13		
E 101-41800-309		Computer Svcs, Software	\$112.12		
E 101-42200-309		Computer Svcs, Software	\$112.12		
E 101-43100-309		Computer Svcs, Software	\$112.12		
E 101-46300-309		Computer Svcs, Software	\$112.12		
E 601-49440-309		Computer Svcs, Software	\$112.13		
E 602-49490-309		Computer Svcs, Software	\$112.13		
		Total	\$897.00		
18942	02/28/19	DINGMANN BROTHERS CONSTRUCTION			
E 101-42200-220		Repair/Operating Expense	\$690.00		Fixing Fire Hall Door

CITY OF ROCKVILLE

***Check Detail Register©**

JANUARY 2019

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$690.00		
18943	02/28/19	MN DEPT OF HEALTH			
G 601-20510		Safe Wtr Fee-Due to Othe	\$456.00		QTRLY MDH FEE TO STATE
Total			\$456.00		
18944	02/28/19	QUALITY FLOW SYSTEMS, INC			
E 602-49490-289		Grinderstation Repairs/Par	\$4,353.28	36600	10 Floats switchs for grinderstations
Total			\$4,353.28		
18945	02/28/19	SCHAEFER S AUTO ELECTRIC,INC			
E 101-43100-220		Repair/Operating Expense	\$169.95	67569	Alternator for Unit 168
Total			\$169.95		
18946	02/28/19	USABLE LIFE			
G 101-21709		Short/Long-Term Disability	\$62.46		EMPLOYEE PORTION
E 101-41000-134		Employer Paid Life Insura	\$25.00		LTD/STD
E 101-41000-135		Empl r Pd Short/Long Ter	\$249.94		LTD/STD
Total			\$337.40		
18947	02/28/19	WENNER COMPANY INC			
E 602-49490-289		Grinderstation Repairs/Par	\$133.42	c228088	Grinderstation parts Fowler Rd
Total			\$133.42		
10600 COMBINED CITY ACCT			\$67,197.81		

Fund Summary

10600 COMBINED CITY ACCT	
101	\$51,331.42
215	\$200.00
304	\$241.88
308	\$241.88
309	\$241.88
310	\$241.87
311	\$241.87
312	\$241.87
601	\$3,654.94
602	\$10,560.20
\$67,197.81	

CITY OF ROCKVILLE
Exp Detail By Dept Council Meeting MMB

Check Nbr	Check/Recei pt	Search Name	Amount	Comments	Act Code	OBJ Descr
DEPT						
001338	02/13/19	PERA	\$1,724.18	RETIRE CONTR-	101-21704	
001339	02/13/19	MN REVENUE	\$685.12	STATE TAX W/H-	101-21702	
001340	02/13/19	EFTPS-ELECTRONIC FED TAX PMT	\$1,979.12	FICA/MEDICARE -	101-21703	
001340	02/13/19	EFTPS-ELECTRONIC FED TAX PMT	\$1,478.75	FEDERAL W/H -	101-21701	
001341	02/27/19	PERA	\$1,594.23	RETIRE CONTR-	101-21704	
001342	02/27/19	MN REVENUE	\$625.22	STATE TAX W/H-	101-21702	
001343	02/27/19	EFTPS-ELECTRONIC FED TAX PMT	\$1,807.18	FICA/MEDICARE -	101-21703	
001343	02/27/19	EFTPS-ELECTRONIC FED TAX PMT	\$1,298.58	FEDERAL W/H -	101-21701	
018912	02/14/19	BLUE CROSS BLUE SHIELD OF MN	\$241.16	EMPLOYEE PORTION HEALTH INS.	101-21705	
018912	02/14/19	BLUE CROSS BLUE SHIELD OF MN	\$964.70	EMPLOYER PD HEALTH INS.	101-21706	
018915	02/14/19	HERBERG CONSTRUCTION	\$1,632.00	43100-320 2018 Ditch Mowing	101-20200	
018919	02/14/19	STEARNS CO AUDITOR-TREASURER	\$41.74	41410-210 2018 City Chargeback General Election	101-20200	
018934	02/21/19	LEAGUE OF MINNESOTA CITIES	\$12,787.85	46300-304 Litigation Ruether	101-20200	
018946	02/28/19	USABLE LIFE	\$62.46	EMPLOYEE PORTION	101-21709	
DEPT			\$26,922.29			
DEPT 41000 General Government (GENERAL)						
001344	02/27/19	PAYMENT SERVICE NETWORK	\$1.23	Monthly Credit Card fee	101-41000-210	Operating Expense
018896	02/06/19	AMERIPRIDE SERVICES, INC	\$14.65	RENTAL OF RUGS/MOPS-CITY HALL	101-41000-209	Cleaning Supplies
018900	02/06/19	COMMUNITY TECHNOLOGY CENTER	\$1,354.50	Computers/Server Council Approved 7/11/18	101-41000-309	Computer Svcs, So
018913	02/14/19	COLD SPRING RECORD INC	\$4.47	Public Hearing Fee Schedule	101-41000-340	Advertising/Printin
018917	02/14/19	MIDCO	\$9.48	CITY HALL	101-41000-323	Internet/E-mail/W
018921	02/14/19	VISA	\$18.21	File Folders, Pencils, Soap	101-41000-200	Office Supplies
018922	02/14/19	WEST CENTRAL SANITATION, INC	\$23.70	GARBAGE-CITY HALL	101-41000-384	Refuse/Garbage Di
018926	02/21/19	CENTER POINT ENERGY-MINNEGASCO	\$54.34	6394888-9 UTIL-229 CITY HALL	101-41000-383	Gas Utilities
018929	02/21/19	CENTURYLINK	\$46.64	251-5836 City Hall	101-41000-321	Telephone
018930	02/21/19	COLD SPRING BAKERY INC	\$49.14	SAFETY TRAINING	101-41000-336	Safety Training
018935	02/21/19	MARCO FINANCING, INC (LEASE)	\$87.95	COPIER/LEASE	101-41000-413	Copier/Printer Leas
018941	02/28/19	COMMUNITY TECHNOLOGY CENTER	\$112.13		101-41000-309	Computer Svcs, So
018946	02/28/19	USABLE LIFE	\$249.94	LTD/STD	101-41000-135	Empl r Pd Short/Lo
018946	02/28/19	USABLE LIFE	\$25.00	LTD/STD	101-41000-134	Employer Paid Life
DEPT 41000 General Government (GENERAL)			\$2,051.38			
DEPT 41110 Council/Mayor/Boards						
018896	02/06/19	AMERIPRIDE SERVICES, INC	\$7.00	RENTAL OF RUGS/MOPS-CITY HALL	101-41110-209	Cleaning Supplies
018900	02/06/19	COMMUNITY TECHNOLOGY CENTER	\$1,354.50	Computers/Server Council Approved 7/11/18	101-41110-309	Computer Svcs, So
018916	02/14/19	JOVANOVIK KADLEC & ATHMANN	\$87.50	Review Resolution 2018-48 Censure	101-41110-304	Legal Fees
018917	02/14/19	MIDCO	\$9.44	CITY HALL	101-41110-323	Internet/E-mail/W

Check Nbr	Check/Receipt	Search Name	Amount	Comments	Act Code	OBJ Descr
018921	02/14/19	VISA	\$18.21	File Folders, Pencils, Soap	101-41110-200	Office Supplies
018929	02/21/19	CENTURYLINK	\$46.64	251-5836 City Hall	101-41110-321	Telephone
018935	02/21/19	MARCO FINANCING, INC (LEASE)	\$45.00	COPIER/LEASE	101-41110-413	Copier/Printer Leas
018937	02/21/19	NORTHLAND BUSINESS SYSTEMS	\$74.50	Recorder software upgrade	101-41110-210	Operating Expense
018941	02/28/19	COMMUNITY TECHNOLOGY CENTER	\$112.13		101-41110-309	Computer Svcs, So
DEPT 41110 Council/Mayor/Boards			\$1,754.92			
DEPT 41800 City Administration						
018900	02/06/19	COMMUNITY TECHNOLOGY CENTER	\$1,354.50	Computers/Server Council Approved 7/11/18	101-41800-309	Computer Svcs, So
018906	02/06/19	LEAGUE OF MINNESOTA CITIES	\$300.00	Region III Regional Safety group training	101-41800-332	Training
018917	02/14/19	MIDCO	\$9.44	CITY HALL	101-41800-323	Internet/E-mail/W
018921	02/14/19	VISA	\$350.00	Marty MCFOA Conf. Debbie Liquor Control Training	101-41800-332	Training
018921	02/14/19	VISA	\$18.21	File Folders, Pencils, Soap	101-41800-200	Office Supplies
018926	02/21/19	CENTER POINT ENERGY-MINNEGASCO	\$54.34	6394888-9 UTIL-229 CITY HALL	101-41800-383	Gas Utilities
018941	02/28/19	COMMUNITY TECHNOLOGY CENTER	\$112.12		101-41800-309	Computer Svcs, So
DEPT 41800 City Administration			\$2,198.61			
DEPT 42200 Fire Protection						
018895	02/06/19	ADVANCE AUTO PARTS	\$43.96	Fire dept co oil absorbent	101-42200-212	Gas & Oil
018895	02/06/19	ADVANCE AUTO PARTS	\$19.98	Fire Dept orange pumice hand	101-42200-220	Repair/Operating E
018896	02/06/19	AMERIPRIDE SERVICES, INC	\$7.00	RENTAL OF RUGS/MOPS-CITY HALL	101-42200-209	Cleaning Supplies
018897	02/06/19	BOUND TREE MEDICAL, LLC	\$29.64	Fire Dept Sodium Chloride Bags	101-42200-219	Fire Rescue Suppli
018899	02/06/19	CENTRAL MCGOWAN, INC	\$79.92	MEDICAL OXYGEN/RENT-FIRE DEPT	101-42200-219	Fire Rescue Suppli
018900	02/06/19	COMMUNITY TECHNOLOGY CENTER	\$1,354.50	Computers/Server Council Approved 7/11/18	101-42200-309	Computer Svcs, So
018901	02/06/19	DALMATIAN FIRE EQUIPMENT	\$960.00	4 Face Mask	101-42200-538	Personal Protective
018901	02/06/19	DALMATIAN FIRE EQUIPMENT	-\$100.00	Trade Credit return 4 cylinder	101-42200-220	Repair/Operating E
018910	02/06/19	SUPER AMERICA OF COLD SPRING	\$218.92	Fuel Fire Dept	101-42200-212	Gas & Oil
018911	02/14/19	AT & T MOBILITY	\$76.46	FirstNet Fire Dept wireless	101-42200-321	Telephone
018917	02/14/19	MIDCO	\$75.00	FIRE HALL	101-42200-323	Internet/E-mail/W
018918	02/14/19	MN DEPT OF LABOR & INDUSTRY	\$10.00	ANNUAL COMPRESSOR INSPECTION	101-42200-220	Repair/Operating E
018921	02/14/19	VISA	\$18.21	File Folders, Pencils, Soap	101-42200-200	Office Supplies
018921	02/14/19	VISA	\$88.92	Return Cylinder to Vendor-Fire Dept	101-42200-322	Postage
018921	02/14/19	VISA	\$38.36	Fire Hall Bathroom Toilet Flapper & Tank Kit	101-42200-220	Repair/Operating E
018922	02/14/19	WEST CENTRAL SANITATION, INC	\$23.62	GARBAGE-FIRE HALL	101-42200-384	Refuse/Garbage Di
018923	02/21/19	AT & T MOBILITY	\$0.00	FirstNet Fire Dept wireless	101-42200-321	Telephone
018926	02/21/19	CENTER POINT ENERGY-MINNEGASCO	\$984.75	6436553-9 24001 FIRE HALL DR	101-42200-383	Gas Utilities
018927	02/21/19	CENTRACARE HEALTH	\$578.00	HEP B Vaccine 11 Fire Dept Members	101-42200-292	Health Srvc/Pre E
018929	02/21/19	CENTURYLINK	\$80.88	251-0072 Fire Dept	101-42200-321	Telephone
018935	02/21/19	MARCO FINANCING, INC (LEASE)	\$25.00	COPIER/LEASE	101-42200-413	Copier/Printer Leas
018936	02/21/19	NORTH STAR SIGNS & ENGRAV, INC	\$83.85	Reflective Helmet Labels, mail box labels, picture ta	101-42200-538	Personal Protective
018938	02/21/19	POWERARC INC	\$23.14	2 50 watt halogne bulb Fire Dept Unit 3	101-42200-220	Repair/Operating E

Check Nbr	Check/Receipt	Search Name	Amount	Comments	Act Code	OBJ Descr
018939	02/21/19	ST CLOUD TECHNICAL COLLEGE	\$2,740.00	Firefighting I & II Chad Meierfofer and James Roeh	101-42200-332	Training
018941	02/28/19	COMMUNITY TECHNOLOGY CENTER	\$112.12		101-42200-309	Computer Svcs, So
018942	02/28/19	DINGMANN BROTHERS CONSTRUCTION	\$690.00	Fixing Fire Hall Door	101-42200-220	Repair/Operating E
DEPT 42200 Fire Protection			\$8,262.23			
DEPT 42500 Emergency Management						
018917	02/14/19	MIDCO	\$9.44	CITY HALL	101-42500-323	Internet/E-mail/W
018920	02/14/19	STEARNS ELECTRIC ASOC INC	\$35.00	5452511 Lake Rd Siren	101-42500-381	Electric Utilities
018935	02/21/19	MARCO FINANCING, INC (LEASE)	\$25.00	COPIER/LEASE	101-42500-413	Copier/Printer Leas
018940	02/28/19	AMEM	\$200.00	AMEM Annual Dues (EMS)	101-42500-433	Dues and Subscrip
DEPT 42500 Emergency Management			\$269.44			
DEPT 43100 Hwys, Streets, & Roads						
018895	02/06/19	ADVANCE AUTO PARTS	\$89.99	Unit 2 Oil for oil change	101-43100-220	Repair/Operating E
018895	02/06/19	ADVANCE AUTO PARTS	\$71.96	Unit 7 CFI fuel, Unit 168 PS Fluid, 14.1 oz map/pro	101-43100-220	Repair/Operating E
018895	02/06/19	ADVANCE AUTO PARTS	\$109.69	Unit 2 Oil filter & fuel	101-43100-220	Repair/Operating E
018895	02/06/19	ADVANCE AUTO PARTS	\$22.78	Unit 2 Air couplers & Air Line	101-43100-220	Repair/Operating E
018895	02/06/19	ADVANCE AUTO PARTS	\$47.56	Unit 168 airline couplings & antifreeze	101-43100-220	Repair/Operating E
018895	02/06/19	ADVANCE AUTO PARTS	\$63.73	Unit 7 Bio Kleen Biocide Unit 5 Halogen sealed bea	101-43100-220	Repair/Operating E
018895	02/06/19	ADVANCE AUTO PARTS	\$505.30	Unit 2 LED Strobe Light	101-43100-220	Repair/Operating E
018895	02/06/19	ADVANCE AUTO PARTS	\$50.76	Unit 7 CFI fuel Unit 2 Electronic Flasher, Jcase 32v	101-43100-220	Repair/Operating E
018896	02/06/19	AMERIPRIDE SERVICES, INC	\$7.00	RENTAL OF RUGS/MOPS-CITY HALL	101-43100-209	Cleaning Supplies
018898	02/06/19	CENTRAL HYDRAULICS	\$76.05	Unit 168 Hyd hose & fitting	101-43100-220	Repair/Operating E
018900	02/06/19	COMMUNITY TECHNOLOGY CENTER	\$1,354.50	Computers/Server Council Approved 7/11/18	101-43100-309	Computer Svcs, So
018902	02/06/19	FASTENAL COMPANY, INC	\$74.28	Bolts for scraper on Unit 168	101-43100-220	Repair/Operating E
018903	02/06/19	FREIGHTLINER OF ST CLOUD	\$931.28	Unit 168 Steering Gear	101-43100-220	Repair/Operating E
018905	02/06/19	KIESS BROS	\$1,119.79	Fuel Streets	101-43100-212	Gas & Oil
018907	02/06/19	LITTLE FALLS MACHINE, INC	\$1,167.59	Scraper parts for unit 168	101-43100-220	Repair/Operating E
018909	02/06/19	ROYAL TIRE INC	\$51.85	Repair Flat Tire unit 168	101-43100-220	Repair/Operating E
018913	02/14/19	COLD SPRING RECORD INC	\$4.46	Public Hearing Fee Schedule	101-43100-340	Advertising/Printin
018917	02/14/19	MIDCO	\$9.44	CITY HALL	101-43100-323	Internet/E-mail/W
018918	02/14/19	MN DEPT OF LABOR & INDUSTRY	\$10.00	ANNUAL COMPRESSOR INSPECTION	101-43100-220	Repair/Operating E
018920	02/14/19	STEARNS ELECTRIC ASOC INC	\$51.00	10232500 Co Rd140/H23 St Light	101-43100-387	Street Lighting-Ele
018920	02/14/19	STEARNS ELECTRIC ASOC INC	\$147.00	10453000 St Lights Prairie Dr	101-43100-387	Street Lighting-Ele
018920	02/14/19	STEARNS ELECTRIC ASOC INC	\$71.00	10549600 St Lights Brentwood	101-43100-387	Street Lighting-Ele
018920	02/14/19	STEARNS ELECTRIC ASOC INC	\$50.00	11633200 St Lights Co Rd6/Hw23	101-43100-387	Street Lighting-Ele
018920	02/14/19	STEARNS ELECTRIC ASOC INC	\$95.00	6400610 Co Side Addn St Lights	101-43100-387	Street Lighting-Ele
018920	02/14/19	STEARNS ELECTRIC ASOC INC	\$42.00	10232600 Co Rd8/H23 St Lights	101-43100-387	Street Lighting-Ele
018921	02/14/19	VISA	\$18.21	File Folders, Pencils, Soap	101-43100-200	Office Supplies
018921	02/14/19	VISA	\$53.95	Unit 5 Chain, Midlink	101-43100-220	Repair/Operating E
018922	02/14/19	WEST CENTRAL SANITATION, INC	\$84.47	GARBAGE-PUB WKS DPT	101-43100-384	Refuse/Garbage Di

Check Nbr	Check/Receipt	Search Name	Amount	Comments	Act Code	OBJ Descr
018923	02/21/19	AT & T MOBILITY	\$57.02	WIRELESS PHONE	101-43100-321	Telephone
018926	02/21/19	CENTER POINT ENERGY-MINNEGASCO	\$54.34	6394888-9 UTIL-229 CITY HALL	101-43100-383	Gas Utilities
018926	02/21/19	CENTER POINT ENERGY-MINNEGASCO	\$188.63	6109272-2 209 BRDWY-PUB WKS	101-43100-383	Gas Utilities
018928	02/21/19	CENTRAL HYDRAULICS	\$88.48	2 Hyd hoses for unit 168 sander	101-43100-220	Repair/Operating E
018929	02/21/19	CENTURYLINK	\$46.64	251-5836 City Hall	101-43100-321	Telephone
018933	02/21/19	KRAEMER TRUCKING & EXCAV, INC	\$637.50	Washed Sand (Plowing)	101-43100-338	Crushing/Gravel P
018935	02/21/19	MARCO FINANCING, INC (LEASE)	\$60.00	COPIER/LEASE	101-43100-413	Copier/Printer Leas
018941	02/28/19	COMMUNITY TECHNOLOGY CENTER	\$112.12		101-43100-309	Computer Svcs, So
018945	02/28/19	SCHAEFER S AUTO ELECTRIC,INC	\$169.95	Alternator for Unit 168	101-43100-220	Repair/Operating E
DEPT 43100 Hwys, Streets, & Roads			\$7,795.32			
DEPT 45122 Parks & Recreation						
018917	02/14/19	MIDCO	\$9.44	CITY HALL	101-45122-323	Internet/E-mail/W
018922	02/14/19	WEST CENTRAL SANITATION, INC	\$13.18	GARBAGE-PLEASANT LK	101-45122-384	Refuse/Garbage Di
018923	02/21/19	AT & T MOBILITY	\$4.00	WIRELESS PHONE	101-45122-321	Telephone
018935	02/21/19	MARCO FINANCING, INC (LEASE)	\$25.00	COPIER/LEASE	101-45122-413	Copier/Printer Leas
DEPT 45122 Parks & Recreation			\$51.62			
DEPT 46300 Planning and Zoning						
001344	02/27/19	PAYMENT SERVICE NETWORK	\$1.24	Monthly Credit Card fee	101-46300-210	Operating Expense
018896	02/06/19	AMERIPRIDE SERVICES, INC	\$7.00	RENTAL OF RUGS/MOPS-CITY HALL	101-46300-209	Cleaning Supplies
018900	02/06/19	COMMUNITY TECHNOLOGY CENTER	\$1,354.50	Computers/Server Council Approved 7/11/18	101-46300-309	Computer Svcs, So
018913	02/14/19	COLD SPRING RECORD INC	\$4.46	Public Hearing Fee Schedule	101-46300-340	Advertising/Printin
018916	02/14/19	JOVANOVIK KADLEC & ATHMANN	\$122.50	Review Schneider Developer Agreement	101-46300-304	Legal Fees
018916	02/14/19	JOVANOVIK KADLEC & ATHMANN	\$35.00	Review Pleasant Lake Developer Agreement	101-46300-304	Legal Fees
018917	02/14/19	MIDCO	\$9.44	CITY HALL	101-46300-323	Internet/E-mail/W
018921	02/14/19	VISA	\$18.21	File Folders, Pencils, Soap	101-46300-200	Office Supplies
018925	02/21/19	BOLTON & MENK INC	\$150.00	Schneider's Subdivision	101-46300-303	Engineering Fees
018929	02/21/19	CENTURYLINK	\$46.64	251-5836 City Hall	101-46300-321	Telephone
018935	02/21/19	MARCO FINANCING, INC (LEASE)	\$90.00	COPIER/LEASE	101-46300-413	Copier/Printer Leas
018937	02/21/19	NORTHLAND BUSINESS SYSTEMS	\$74.50	Recorder software upgrade	101-46300-210	Operating Expense
018941	02/28/19	COMMUNITY TECHNOLOGY CENTER	\$112.12		101-46300-309	Computer Svcs, So
DEPT 46300 Planning and Zoning			\$2,025.61			
DEPT 43100 Hwys, Streets, & Roads						
018925	02/21/19	BOLTON & MENK INC	\$200.00	Street Improvement	215-43100-303	Engineering Fees
DEPT 43100 Hwys, Streets, & Roads			\$200.00			
DEPT						
018931	02/21/19	DAVID DROWN ASSOCIATES, INC	\$241.88	304-310 Filing Continuing Disclosure Filing	304-20200	
DEPT			\$241.88			
DEPT						

Check Nbr	Check/Receipt	Search Name	Amount	Comments	Act Code	OBJ Descr
018931	02/21/19	DAVID DROWN ASSOCIATES, INC	\$241.88	308-310 Filing Continuing Disclosure Filing	308-20200	
DEPT			\$241.88			
018931	02/21/19	DAVID DROWN ASSOCIATES, INC	\$241.88	309-310 Filing Continuing Disclosure Filing	309-20200	
DEPT			\$241.88			
018931	02/21/19	DAVID DROWN ASSOCIATES, INC	\$241.87	310-310 Filing Continuing Disclosure Filing	310-20200	
DEPT			\$241.87			
018931	02/21/19	DAVID DROWN ASSOCIATES, INC	\$241.87	311-310 Filing Continuing Disclosure Filing	311-20200	
DEPT			\$241.87			
018931	02/21/19	DAVID DROWN ASSOCIATES, INC	\$241.87	312-310 Filing Continuing Disclosure Filing	312-20200	
DEPT			\$241.87			
018931	02/21/19	DAVID DROWN ASSOCIATES, INC	\$241.87	301-310 Filing Continuing Disclosure Filing	601-20200	
018943	02/28/19	MN DEPT OF HEALTH	\$456.00	QTRLY MDH FEE TO STATE	601-20510	
DEPT			\$697.87			
DEPT 49440 Water-Administration						
001344	02/27/19	PAYMENT SERVICE NETWORK	\$1.24	Monthly Credit Card fee	601-49440-210	Operating Expense
018896	02/06/19	AMERIPRIDE SERVICES, INC	\$7.00	RENTAL OF RUGS/MOPS-CITY HALL	601-49440-209	Cleaning Supplies
018900	02/06/19	COMMUNITY TECHNOLOGY CENTER	\$1,354.50	Computers/Server Council Approved 7/11/18	601-49440-309	Computer Svcs, So
018904	02/06/19	GOPHER STATE ONE-CALL	\$5.40	LOCATE TICKETS-WTR DEPT	601-49440-291	Locates
018905	02/06/19	KIESS BROS	\$35.45	Fuel Water	601-49440-212	Gas & Oil
018913	02/14/19	COLD SPRING RECORD INC	\$4.46	Public Hearing Fee Schedule	601-49440-340	Advertising/Printin
018914	02/14/19	HAWKINS WTR TREATMENT GRP INC	\$10.00	DEMURRAGE-WATER DEPT	601-49440-216	Chemicals/Chem P
018914	02/14/19	HAWKINS WTR TREATMENT GRP INC	\$10.00	DEMURRAGE-WATER DEPT	601-49440-217	PL LK Chemicals/C
018917	02/14/19	MIDCO	\$9.44	CITY HALL	601-49440-323	Internet/E-mail/W
018920	02/14/19	STEARNS ELECTRIC ASOC INC	\$414.00	10516700 Pleasant Rd Pump Hous	601-49440-382	PL LK Electric Utilit
018920	02/14/19	STEARNS ELECTRIC ASOC INC	\$254.00	10052700 Walnut Cir Water Tow	601-49440-381	Electric Utilities
018920	02/14/19	STEARNS ELECTRIC ASOC INC	\$47.70	10543000 79th Ave Pump House	601-49440-382	PL LK Electric Utilit
018921	02/14/19	VISA	\$60.00	Upgrade Itron Software	601-49440-309	Computer Svcs, So
018921	02/14/19	VISA	\$18.21	File Folders, Pencils, Soap	601-49440-200	Office Supplies
018923	02/21/19	AT & T MOBILITY	\$25.00	WIRELESS PHONE	601-49440-321	Telephone
018925	02/21/19	BOLTON & MENK INC	\$22.50	Water to possible new business	601-49440-303	Engineering Fees
018926	02/21/19	CENTER POINT ENERGY-MINNEGASCO	\$53.31	6110833-8 PUMPHSE @ WAL CIR	601-49440-383	Gas Utilities
018926	02/21/19	CENTER POINT ENERGY-MINNEGASCO	\$54.34	6394888-9 UTIL-229 CITY HALL	601-49440-383	Gas Utilities

Check Nbr	Check/Receipt	Search Name	Amount	Comments	Act Code	OBJ Descr
018926	02/21/19	CENTER POINT ENERGY-MINNEGASCO	\$188.63	6109272-2 209 BRDWDY-PUB WKS	601-49440-383	Gas Utilities
018926	02/21/19	CENTER POINT ENERGY-MINNEGASCO	\$65.26	6109069-2 PMPHSE OTHMAR/MAPLE	601-49440-383	Gas Utilities
018929	02/21/19	CENTURYLINK	\$38.28	251-1664 SCDA System	601-49440-321	Telephone
018929	02/21/19	CENTURYLINK	\$54.58	251-2120 Well house 3	601-49440-321	Telephone
018929	02/21/19	CENTURYLINK	\$46.64	251-5836 City Hall	601-49440-321	Telephone
018935	02/21/19	MARCO FINANCING, INC (LEASE)	\$65.00	COPIER/LEASE	601-49440-413	Copier/Printer Leas
018941	02/28/19	COMMUNITY TECHNOLOGY CENTER	\$112.13		601-49440-309	Computer Svcs, So
DEPT 49440 Water-Administration			\$2,957.07			
DEPT						
018931	02/21/19	DAVID DROWN ASSOCIATES, INC	\$241.88	602-310 Filing Continuing Disclosure Filing	602-20200	
DEPT			\$241.88			
DEPT 49490 Sewer-Administration						
001344	02/27/19	PAYMENT SERVICE NETWORK	\$1.24	Monthly Credit Card fee	602-49490-210	Operating Expense
018896	02/06/19	AMERIPRIDE SERVICES, INC	\$7.00	RENTAL OF RUGS/MOPS-CITY HALL	602-49490-209	Cleaning Supplies
018900	02/06/19	COMMUNITY TECHNOLOGY CENTER	\$1,354.50	Computers/Server Council Approved 7/11/18	602-49490-309	Computer Svcs, So
018904	02/06/19	GOPHER STATE ONE-CALL	\$5.40	LOCATE TICKETS-SWR DEPT	602-49490-291	Locates
018905	02/06/19	KIESS BROS	\$35.44	Fuel Sewer	602-49490-212	Gas & Oil
018908	02/06/19	MN RURAL WATER ASSOCIATION	\$255.00	TRAINING-RURAL WATER Fabian Wastewater Trai	602-49490-332	Training
018913	02/14/19	COLD SPRING RECORD INC	\$4.46	Public Hearing Fee Schedule	602-49490-340	Advertising/Printin
018917	02/14/19	MIDCO	\$9.44	CITY HALL	602-49490-323	Internet/E-mail/W
018920	02/14/19	STEARNS ELECTRIC ASOC INC	\$88.00	10440600 Pleasant Lk Lift Stat	602-49490-381	Electric Utilities
018920	02/14/19	STEARNS ELECTRIC ASOC INC	\$218.00	10405900 Co Rd 6 Lift Station	602-49490-381	Electric Utilities
018920	02/14/19	STEARNS ELECTRIC ASOC INC	\$305.00	10406000 Prairie Dr Lift Stati	602-49490-381	Electric Utilities
018920	02/14/19	STEARNS ELECTRIC ASOC INC	\$110.00	10405800 Co Rd 8 Lift Station	602-49490-381	Electric Utilities
018921	02/14/19	VISA	\$60.00	Upgrade Itron Software	602-49490-309	Computer Svcs, So
018921	02/14/19	VISA	\$495.00	3 Lift Station Heaters	602-49490-288	Lk Sewer Lift Stati
018921	02/14/19	VISA	\$18.21	File Folders, Pencils, Soap	602-49490-200	Office Supplies
018923	02/21/19	AT & T MOBILITY	\$25.00	WIRELESS PHONE	602-49490-321	Telephone
018923	02/21/19	AT & T MOBILITY	\$31.53	GRINDERSTATION PHONE	602-49490-321	Telephone
018924	02/21/19	AUSTIN INCORPORATED	\$270.00	Pump grinding pump 21096 Fowler Rd	602-49490-289	Grinderstation Rep
018925	02/21/19	BOLTON & MENK INC	\$22.50	Sewer to possible new business	602-49490-303	Engineering Fees
018925	02/21/19	BOLTON & MENK INC	\$465.00	Stickney -Read Flow Meter	602-49490-303	Engineering Fees
018926	02/21/19	CENTER POINT ENERGY-MINNEGASCO	\$188.62	6109272-2 209 BRDWDY-PUB WKS	602-49490-383	Gas Utilities
018926	02/21/19	CENTER POINT ENERGY-MINNEGASCO	\$54.34	6394888-9 UTIL-229 CITY HALL	602-49490-383	Gas Utilities
018929	02/21/19	CENTURYLINK	\$61.00	685-4204 Sewer	602-49490-321	Telephone
018929	02/21/19	CENTURYLINK	\$38.28	251-1664 SCDA System	602-49490-321	Telephone
018929	02/21/19	CENTURYLINK	\$205.50	612-E16-2655 Sewer	602-49490-321	Telephone
018929	02/21/19	CENTURYLINK	\$56.40	259-1473 Sewer	602-49490-321	Telephone
018929	02/21/19	CENTURYLINK	\$46.63	251-5836 City Hall	602-49490-321	Telephone

Check Nbr	Check/Receipt	Search Name	Amount	Comments	Act Code	OBJ Descr
018932	02/21/19	DELTA ELECTRIC	\$1,208.00	Grinderstation calls Lake Area	602-49490-296	Lk Sewer Contr Srv
018935	02/21/19	MARCO FINANCING, INC (LEASE)	\$80.00	COPIER/LEASE	602-49490-413	Copier/Printer Leas
018941	02/28/19	COMMUNITY TECHNOLOGY CENTER	\$112.13		602-49490-309	Computer Svcs, So
018944	02/28/19	QUALITY FLOW SYSTEMS, INC	\$4,353.28	10 Floats switchs for grinderstations	602-49490-289	Grinderstation Rep
018947	02/28/19	WENNER COMPANY INC	\$133.42	Grinderstation parts Fowler Rd	602-49490-289	Grinderstation Rep
DEPT 49490 Sewer-Administration			\$10,318.32			
			\$67,197.81			

ROCKVILLE CITY COUNCIL MEETING MINUTES
February 13, 2019
Rockville City Hall

Item 1) Call to Order

The meeting was called to order at 6:00 p.m. by Mayor Duane Willenbring.

Item 2) Pledge of Allegiance

Item 3) Roll Call

Roll call was taken and the following members were present: Duane Willenbring, Bill Becker, Don Simon, and Jerry Tippelt. Absent: Brian Herberg.

Staff members present: City Administrator, Martin Bode; City Engineer, Justin Kannas; City Attorney, Susan Kadlec.

Others present: various members of the public.

Item 4) Additions/Approval of Agenda

Becker requested to add Item 4a) Attorney Sue Kadlec.

Willenbring requested to add Item 6f) Resolution 2019-10 Authorizing Preparation of Plans & Specifications 2019 Street Improvements.

Motion by Simon, second by Becker, to approve the agenda with the additions as presented. Motion carried.

- a) Susan Kadlec, City Attorney
Attorney Kadlec discussed with Council the differences in conducting a Regular Council Meeting and a Special Council Meeting and adding additional items to the agenda.

Item 5) Public Comment

Rick Tallman, 25594 Lake Road, expressed the legalities of special meetings.

Tudie Hermanutz, 211 1st Street West, questioned about the EDA status.

Amy Grinsteiner, 11279 Hubert Lane, questioned the COLA.

Carol Dietman, 10059 County Road 47, complimented the plow drivers and also questioned the COLA.

Item 6) Consent Agenda

- a) Acknowledge Review of the January 2019 Bills Paid
- b) Approval Rockville City Council Minutes of January 9, January 28 and February 11, 2019
- c) Acknowledge review of the January 2019 Sheriff's Report
- d) 2019-2020 Maine Prairie Township Fire Contract
- e) Acknowledge January 2019 Building Permits
- f) Resolution 2019-10 Authorizing Preparation of Plans & Specifications 2019 Street Improvements.

Motion by Becker, second by Simon, to approve the Consent Agenda as presented. Motion passed unanimously.

Item 7) Public Hearing: 2019 Fee Schedule

2019-95 Ordinance Updating City of Rockville Fees and Charges

Mayor Willenbring opened Public Hearing at 6:22 p.m. for public comment.

Rick Tallman, 25594 Lake Road, express concern on the water and sewer rates.

Diane Willenbring, 25123 County Road 139, questioned the fees on behalf of the John Clark Co-op.

Tudie Hermanutz, 211 1st Street West, spoke about the sewer and water fund.

George Bechtold, 244 Broadway Street, expressed concern over the City's fees.

Amanda Filla, 340 Cedar Street, expressed concern on the water and sewer rates.

Pat Welle, 201 Broadway Street, stated the water and sewer rates are too high.

Ben Neu, 25595 Lake Road, spoke about the water and sewer rates.

Carol Dietman, 10059 County Road 47, questioned the water and sewer rates.

Motion by Becker, second by Tippelt, to close the Public Hearing at 6:31 p.m. Motion carried unanimously.

Council held a brief discussion.

Motion by Tippelt, second by Becker, to postpone action on 2019-95 Ordinance Updating City of Rockville Fees and Charges. Motion passed unanimously.

Item 8) Department Reports:

- a) City Engineer – 2019 Street Project. It was noted that the Council approved Resolution 2019-10 Authorizing Preparation of Plans & Specifications 2019 Street Improvements under item 6 f.

Also, Justin Kannas, City Engineer and Bob Freemore provided a status update on Stickney Dairy.

- b) Public Works – written report.

Item 9) Administration

Item 10) Appropriations, Allocations, and Transfers

- a) Council Action – none to report.

Item 11) Mayor/Council Reports

- a) RTCB – Next meeting March 7, 2019.
- b) Ordinance Review – legal counsel is now reviewing.
- c) RTU – Member Simon provided a brief update for Council.

Item 12) Other

Item 13) Adjourn

Motion by Becker, second by Simon, to adjourn the meeting. Motion carried. Meeting adjourned at 7:08 p.m.

Respectfully Submitted,

Martin M. Bode
City Administrator

ROCKVILLE ACTIVITY

FEBRUARY 2019

TOTAL HOURS: 38

***(SEE ATTACHED ACTIVITY LIST FOR
DETAILS)***

CONTRACTS - FEBRUARY 2019

<u>Actual Incid</u>	<u>City</u>	<u>Date Received</u>	<u>Comp</u>	<u>Call Number</u>	<u>Complaint</u>	<u>First Unit</u>
ROCKVILLE		2/1/2019 13:49:48	14:51:53	19008694	CONTR	2563
ROCKVILLE		2/2/2019 00:48:55	02:01:38	19008921	CONTR	2558
ROCKVILLE		2/3/2019 13:20:39	14:21:09	19009271	CONTR	2563
ROCKVILLE		2/4/2019 22:24:15	23:34:08	19009664	CONTR	2570
ROCKVILLE		2/5/2019 20:13:30	21:13:14	19009897	CONTR	2570
ROCKVILLE		2/6/2019 05:28:08	06:28:23	19009958	CONTR	2569K9
ROCKVILLE		2/6/2019 14:08:19	15:23:50	19010081	CONTR	2545
ROCKVILLE		2/8/2019 08:42:53	09:43:59	19010555	CONTR	2544
ROCKVILLE		2/8/2019 22:16:44	23:17:18	19010787	CONTR	2565
ROCKVILLE		2/9/2019 10:34:27	11:31:50	19010882	CONTR	2563
ROCKVILLE		2/10/2019 18:06:15	21:30:25	19011259	CONTR	2540A
ROCKVILLE		2/11/2019 01:23:49	02:26:34	19011332	CONTR	2542
ROCKVILLE		2/12/2019 07:56:57	08:58:27	19011629	CONTR	2547
ROCKVILLE		2/13/2019 03:00:25	04:01:10	19011879	CONTR	2564
ROCKVILLE		2/13/2019 10:59:10	12:00:01	19011921	CONTR	2559
ROCKVILLE		2/14/2019 15:34:34	16:57:25	19012369	CONTR	2545
ROCKVILLE		2/15/2019 02:20:56	03:21:46	19012509	CONTR	2553
ROCKVILLE		2/15/2019 14:47:53	16:16:02	19012651	CONTR	2549
ROCKVILLE		2/16/2019 09:37:55	10:37:19	19012910	CONTR	2544
ROCKVILLE		2/16/2019 17:19:46	18:20:26	19012988	CONTR	2568
ROCKVILLE		2/17/2019 10:29:48	11:26:32	19013178	CONTR	2563
ROCKVILLE		2/18/2019 09:27:06	10:28:21	19013370	CONTR	2563
ROCKVILLE		2/18/2019 22:44:39	23:39:09	19013497	CONTR	2561
ROCKVILLE		2/19/2019 05:27:19	06:34:22	19013548	CONTR	2514
ROCKVILLE		2/20/2019 17:54:44	18:59:05	19014029	CONTR	2571
ROCKVILLE		2/21/2019 16:04:12	16:59:56	19014244	CONTR	2559
ROCKVILLE		2/21/2019 21:05:36	22:07:10	19014316	CONTR	2543
ROCKVILLE		2/22/2019 04:11:40	05:11:34	19014385	CONTR	2569K9
ROCKVILLE		2/22/2019 07:16:46	08:16:09	19014395	CONTR	2559
ROCKVILLE		2/22/2019 21:02:54	22:05:29	19014575	CONTR	2543
ROCKVILLE		2/23/2019 08:01:52	09:07:33	19014670	CONTR	2546
ROCKVILLE		2/24/2019 04:56:10	06:02:28	19014904	CONTR	2551
ROCKVILLE		2/25/2019 14:21:44	15:19:58	19015201	CONTR	2544
ROCKVILLE		2/26/2019 04:04:04	05:05:14	19015350	CONTR	2542
ROCKVILLE		2/27/2019 04:30:02	05:38:11	19015622	CONTR	2553
ROCKVILLE		2/27/2019 22:02:08	00:09:52	19015861	CONTR	2543
ROCKVILLE		2/28/2019 14:13:49	15:16:00	19015994	CONTR	2545
ROCKVILLE		2/28/2019 19:24:57	20:40:28	19016079	CONTR	2570

Actual_Incid_City	Call_Number	Unit	Date_Received	Complete	Narrative
ROCKVILLE	19008694	2563	2/1/2019 13:49:48	2/1/2019 14:51:53	[02/01/2019 14:51:46 : MOB : 2563] PO THEISEN - PATROL
ROCKVILLE	19008921	2558	2/2/2019 00:48:55	2/2/2019 02:01:38	[02/02/2019 02:01:32 : MOB : 2558] 0048-START OF CONTRACT 0048-0110-PATROLLED GRAND LK AREA 0110-0125-PATROLLED TOWN SITE 0125-0140-PATROLLED PLEASANT LK AREA 0140-0148-PATROLLED TOWN SITE AND PARKS VERY LITTLE TRAFFIC, NOTHING SUSP 0148-END OF CONTRACT TOTAL TIME OF CONTRACT - 1 HOUR
ROCKVILLE	19009271	2563	2/3/2019 13:20:39	2/3/2019 14:21:09	[02/03/2019 14:20:57 : MOB : 2563] PO THEISEN - PATROL
ROCKVILLE	19009664	2570	2/4/2019 22:24:15	2/4/2019 23:34:08	[02/04/2019 23:34:04 : MOB : 2570] T JOHNSON -PATROLLED CITY LIMITS -CHECKED ON CAR ON W END OF TOWN, ALREADY MARKED BY 2546 -DUE TO ROAD CONDITIONS, MADE ONE PASS THROUGH BROADWAY, MAINLY STAYED NEAR FIRE HALL -NO CALLS FOR SERVICE
ROCKVILLE	19009897	2570	2/5/2019 20:13:30	2/5/2019 21:13:14	[02/05/2019 21:13:06 : MOB : 2570] T JOHNSON -PATROLLED CITY LIMITS OF ROCKVILLE -CHECKED CITY AND COUNTY PARKS -PATROLLED CITY STREETS AND NEIGHBORHOODS -NO CALLS FOR SERVICE -HEAVY SNOWFALL -NO TRAFFIC STOPS -COMPLETE

Actual_Incid_City	Call_Number	Unit	Date_Received	Complete	Narrative
ROCKVILLE	19009958	2569K9	2/6/2019 05:28:08	2/6/2019 06:28:23	[02/06/2019 06:28:18 : MOB : 2569K9] A JOHNSON -PATROLED RES AREAS -FD -CAMPER STORE -DOWNTOWN -LAKE RD TO CR6 TO HWY 23 -0528-0628
ROCKVILLE	19010081	2545	2/6/2019 14:08:19	2/6/2019 15:23:50	[02/06/2019 15:23:30 : MOB : 2545] -ran traffic on main street. -ended contract at 1520 hours. [02/06/2019 14:51:39 : MOB : 2545] -follow up on a fight call at 601 ptarmigan lane. -patrolled main roads in the city [2/6/2019 14:09:52 : pos6 : 01JMWEERES] OUT AT 601 PTARMIGAN LN FUP
ROCKVILLE	19010555	2544	2/8/2019 08:42:53	2/8/2019 09:43:59	
ROCKVILLE	19010787	2565	2/8/2019 22:16:44	2/8/2019 23:17:18	[02/08/2019 23:17:08 : MOB : 2565] -ONE HOUR CONTRACT -PATROLLED TOWNSITE, CO RD 8, 139, 137, 2, 47, GRANDLAKE RD, 230TH ST -NO SUSPICIOUS ACTIVITY OBSERVED YOUNKIN
ROCKVILLE	19010882	2563	2/9/2019 10:34:27	2/9/2019 11:31:50	[02/09/2019 11:31:44 : MOB : 2563] PO THEISEN - PATROL
ROCKVILLE	19011259	2540A	2/10/2019 18:06:15	2/10/2019 21:30:25	[02/10/2019 21:30:14 : MOB : 2540A] TOTAL TIME 1 HR...MRMAYERS [02/10/2019 21:30:07 : MOB : 2540A] WAS DISPATCHED TO A VEHICLE CRASH AT THE END OF CONTRACT...

Actual_Incid_City	Call_Number	Unit	Date_Received	Complete	Narrative
ROCKVILLE	19011332	2542	2/11/2019 01:23:49	2/11/2019 02:26:34	[02/11/2019 02:26:23 : MOB : 2542] BRETH -CONTRACT TIME 0123-0224 -PATROLLED CO RD 47, FIREHALL, DOWNTOWN RESIDENTIAL AREAS, DOWNTOWN BUSINESS AREAS, STORAGE SHED, PRAIRIE DRIVE/COURT HWY 23, CO RD 6 AND PLEASANT LK AREA -NOT MUCH TRAFFIC -TOTAL TIME ON CONTRACT = 1 HR
ROCKVILLE	19011629	2547	2/12/2019 07:56:57	2/12/2019 08:58:27	[02/12/2019 08:57:39 : MOB : 2547] WELLS-0755-0825 -CHECKED AREAS AROUND THE TOWNSITE -CHECKED CO PARK AREAS -FRESH SNOWMOBILE TRACKS ON SAUK RIVER 0825-0855 -CHECKED AREAS AROUND PLEASANT LK -CHECKED AREAS AROUND GRAND LK -ONE HR COMPLETE -CLEAR IN CAD
ROCKVILLE	19011879	2564	2/13/2019 03:00:25	2/13/2019 04:01:10	[02/13/2019 04:01:08 : MOB : 2564] POPP 1hr comp. 0300-0400 -patrolled commercial and residential areas of town observed nothing suspicious
ROCKVILLE	19011921	2559	2/13/2019 10:59:10	2/13/2019 12:00:01	[02/13/2019 11:54:39 : MOB : 2559] [02/13/2019 11:54:39 : MOB : 2559] PATROLED DOWNTOWN AND RESIDENTIAL AREAS
ROCKVILLE	19012369	2545	2/14/2019 15:34:34	2/14/2019 16:57:25	[02/14/2019 16:37:43 : MOB : 2545] -ended contract at 1635 hours [02/14/2019 16:25:42 : MOB : 2545] -granite company [02/14/2019 16:22:49 : MOB : 2545] -started contract at 1535 hours.

Actual_Incid_City	Call_Number	Unit	Date_Received	Complete	Narrative
ROCKVILLE	19012509	2553	2/15/2019 02:20:56	2/15/2019 03:21:46	[02/15/2019 03:21:41 : MOB : 2553] - CONTR STARTED AT 0220 - PATROLLED BUSINESS AND RESIDENTIAL AREAS - TOOK PHONE CALL FROM ONE OWNER OF J&T EXPRESS, 866 PRAIRIE CT, VERY MAD THAT I WAS PATROLLING ON HIS PROPERTY - NO OTHER ACTION IN TOWN - ENDED CONTR AT 0320 - 1 HR CONTR HAGSTROM
ROCKVILLE	19012651	2549	2/15/2019 14:47:53	2/15/2019 16:16:02	[02/15/2019 16:15:57 : MOB : 2549] - PATROLLED THE RESIDENTIAL AND COMMERCIAL AREAS OF TOWN. THE CITY WAS QUIET. TRAFFIC STOP MADE ON CR 8 IN THE SPEED ZONE ON THE WEST SIDE OF GRAND LAKE. OTHER WISE ALL APPEARED OK IN TOWN. TOTAL TIME OF CONTRACT ONE HOUR. FLOREK
ROCKVILLE	19012910	2544	2/16/2019 09:37:55	2/16/2019 10:37:19	
ROCKVILLE	19012988	2568	2/16/2019 17:19:46	2/16/2019 18:20:26	[02/16/2019 18:20:20 : MOB : 2568] LUST STARTED CONTRACT AT 1720 HRS PATROLLED: -CO RD 2/GLACIER RD/SAUK RIVER RD/RICKVILLE COUNTY PARK -WATCHED SNOWMOBILERS ON TRAIL THROUGH PARK AREAS- NO VIOS-APP. 15-18 SEEN -EAGLE PARK/CHURCH AREAS/BROADWAY ST EAST AND WEST/BUSINESS AND BAR AREAS -APT COMPLEX AREAS/BROADWAY ST WEST/HWY 23 -CO RD 140/GLEN COVE RD/GROVEWOOD LN/ -MISC AREAS END OF CONTRACT AT 1820 HRS
ROCKVILLE	19013178	2563	2/17/2019 10:29:48	2/17/2019 11:26:32	[02/17/2019 11:26:22 : MOB : 2563] PO THEISEN - PATROL

Actual_Incid_City	Call_Number	Unit	Date_Received	Complete	Narrative
ROCKVILLE	19013370	2563	2/18/2019 09:27:06	2/18/2019 10:28:21	[02/18/2019 10:28:13 : MOB : 2563] PO THEISEN - PATROL
ROCKVILLE	19013497	2561	2/18/2019 22:44:39	2/18/2019 23:39:09	[02/18/2019 23:38:27 : MOB : 2561] -FIRE HALL [02/18/2019 23:38:18 : MOB : 2561] -CONTRACT FROM 2235-2340, -STARTED LATE DUE TO ANOTHER ARREST IN FARHAVEN, -PATROLLED ALMOST ALL THE CITY STREETS, STORAGE SHEDS, BOTH PARKS, BUSINESSES, CR 8, HWY 23, A LOT OF COUNTY ROADS. DIDNT SEE ONE CAR, -DID LASER ENFORCEMENT ON HWY 23 BUT NO SPEEDERS
ROCKVILLE	19013548	2514	2/19/2019 05:27:19	2/19/2019 06:34:22	[02/19/2019 06:34:18 : MOB : 2514] meland patrold city. checked parks. ran radar on cr 47. susp veh on 245 st, driver had no license and had a warrant.
ROCKVILLE	19014029	2571	2/20/2019 17:54:44	2/20/2019 18:59:05	[02/20/2019 18:59:04 : MOB : 2571] PATROLLED TWP 1 HR
ROCKVILLE	19014244	2559	2/21/2019 16:04:12	2/21/2019 16:59:56	[02/21/2019 16:49:00 : MOB : 2559] PATROLED DOWNTOWN AND RESIDENTIAL AREAS
ROCKVILLE	19014316	2543	2/21/2019 21:05:36	2/21/2019 22:07:10	[02/21/2019 22:06:56 : MOB : 2543] SIMONDET -1 HR CONTRACT -2105-2205 -PATROLLED RESIDENTIAL AND BUSINESS AREAS -MADE A TRAFFIC STOP FOR EXPIRED R/O
ROCKVILLE	19014385	2569K9	2/22/2019 04:11:40	2/22/2019 05:11:34	[02/22/2019 05:11:29 : MOB : 2569K9] A JOHNSON

Actual_Incid_City	Call_Number	Unit	Date_Received	Complete	Narrative
ROCKVILLE	19014395	2559	2/22/2019 07:16:46	2/22/2019 08:16:09	[02/22/2019 08:14:15 : MOB : 2559] PATROLED DOWNTOWN AND RESIDENTIAL AREAS [02/22/2019 07:17:18 : MOB : 2559] MAKE UP FROM 02/20/19
ROCKVILLE	19014575	2543	2/22/2019 21:02:54	2/22/2019 22:05:29	[02/22/2019 22:05:24 : MOB : 2543] SIMONDET -1 HR CONTRACT -2102-2202 -PATROLLED BUSINESSES AND RESIDENTIAL AREAS
ROCKVILLE	19014670	2546	2/23/2019 08:01:52	2/23/2019 09:07:33	[02/23/2019 09:07:26 : MOB : 2546] STRUFFERT - 0801-0905—1 HR CONTRACT COMPLETED [02/23/2019 09:06:47 : MOB : 2546] 0827-0905 - RANDOM PATROL OF TOWNSITE, DOWNTOWN BAR AREA, AND FIRE HALL - SPOKE WITH FF AT FIRE HALL - ALL APPEARED OK [02/23/2019 08:27:17 : MOB : 2546] 0801-0826 - PATROLLED 88 AV, RAUSCH LK RD, GRAND LK RD, AGATE BEACH RD, CO RD 8 - ALL APPEARED OK [02/23/2019 08:27:17 : MOB : 2546] 0801-0826 - PATROLLED 88 AV, RAUSCH LK RD, GRAND LK RD, AGATE BEACH RD, CO RD 8 - ALL APPEARED OK
ROCKVILLE	19014904	2551	2/24/2019 04:56:10	2/24/2019 06:02:28	[02/24/2019 06:02:20 : MOB : 2551] HOFF -DROVE THROUGH CORP CITY LIMITS, PRAIRIE DR AND CO PARK -ALL CLEAR AND NO MOVEMENT -DROVE AROUND GRAND LAKE, ROADS WERE DRIFTING OVER

Actual_Incid_City	Call_Number	Unit	Date_Received	Complete	Narrative
ROCKVILLE	19015201	2544	2/25/2019 14:21:44	2/25/2019 15:19:58	
ROCKVILLE	19015350	2542	2/26/2019 04:04:04	2/26/2019 05:05:14	[02/26/2019 05:05:04 : MOB : 2542] BRETH -CONTRACT TIME 0404-0505 -PATROLLED COUNTY PARK, DOWNTOWN RESIDENTIAL AND BUSINESS AREAS, STORAGE SHEDS, BUSINESSES ON PRAIRIE DRIVE/CT, HWY 23, SPENT TIME ON CO RD 8 BY GRAND LAKE IN 35 ZONE DUE TO IT BEING ON XPAT LIST -TOTAL TIME ON CONTRACT = 1 HR
ROCKVILLE	19015622	2553	2/27/2019 04:30:02	2/27/2019 05:38:11	[02/27/2019 05:38:06 : MOB : 2553] - CONTR STARTED AT 0430 - PATROLLED BUSINESS AND RESIDENTIAL AREAS - COMPLETED WINTER PARKING - 2 CITES - CONTR ENDED AT 0530 - 1 HOUR CONTR COMPLETED HAGSTROM
ROCKVILLE	19015861	2543	2/27/2019 22:02:08	2/28/2019 00:09:52	[02/28/2019 00:09:44 : MOB : 2543] SIMONDET -1 HR CONTRACT -2202-2302 -PATROLLED RESIDENTIAL AREAS -MADE A TRAFFIC STOP ON BROADWAY ST AND ARRESTED DRIVER FOR BENTON COUNTY WARRANT
ROCKVILLE	19015994	2545	2/28/2019 14:13:49	2/28/2019 15:16:00	[02/28/2019 15:15:45 : MOB : 2545] -started contract at 1415 hours -patroled hwy 23, cr 8, broadway st, cr 47, cr 137, pleasant rd, cr 137. -stopped at fire hall. -ended contract at 1515 hours.
ROCKVILLE	19016079	2570	2/28/2019 19:24:57	2/28/2019 20:40:28	[02/28/2019 20:40:20 : MOB : 2570] T JOHNSON -PATROLLED CITY LIMITS -CHECKED RESIDENTIAL AREAS -CHECKED BUSINESS AREAS

Actual_Incid_City

Call_Number

Unit

Date_Received

Complete

Narrative

ALL CALLS - DECEMBER 2018

City	Date Received	Call Number	Complaint	Description
ROCKVILLE	2/6/2019 12:57:24	19010063	911A	911 ABANDONED CALL
ROCKVILLE	2/27/2019 19:10:52	19015814	ALCC	ALCOHOL COMPLIANCE CHECK
ROCKVILLE	2/27/2019 20:55:46	19015841	ALCC	ALCOHOL COMPLIANCE CHECK
ROCKVILLE	2/2/2019 15:37:56	19009040	ALFALSE	FALSE ALARM
ROCKVILLE	2/5/2019 10:14:38	19009760	ALFALSE	FALSE ALARM
ROCKVILLE	2/14/2019 17:54:04	19012397	ALFALSE	FALSE ALARM
ROCKVILLE	2/19/2019 19:09:32	19013748	ALFALSE	FALSE ALARM
ROCKVILLE	2/3/2019 23:05:45	19009402	ASSTA	AGENCY ASSIST
ROCKVILLE	2/4/2019 08:19:22	19009444	ASSTA	AGENCY ASSIST
ROCKVILLE	2/11/2019 17:10:01	19011512	ASSTA	AGENCY ASSIST
ROCKVILLE	2/20/2019 08:40:45	19013839	ASSTA	AGENCY ASSIST
ROCKVILLE	2/23/2019 16:50:01	19014747	ASSTA	AGENCY ASSIST
ROCKVILLE	2/27/2019 09:00:58	19015660	ASSTB	BUSINESS ASSIST
ROCKVILLE	2/11/2019 19:16:44	19011541	ASSTP	PERSONAL ASSIST
ROCKVILLE	2/1/2019 13:49:48	19008694	CONTR	CONTRACT
ROCKVILLE	2/2/2019 00:48:55	19008921	CONTR	CONTRACT
ROCKVILLE	2/3/2019 13:20:39	19009271	CONTR	CONTRACT
ROCKVILLE	2/4/2019 22:24:15	19009664	CONTR	CONTRACT
ROCKVILLE	2/5/2019 20:13:30	19009897	CONTR	CONTRACT
ROCKVILLE	2/6/2019 05:28:08	19009958	CONTR	CONTRACT
ROCKVILLE	2/28/2019 14:13:49	19015994	CONTR	CONTRACT
ROCKVILLE	2/28/2019 19:24:57	19016079	CONTR	CONTRACT
ROCKVILLE	2/23/2019 08:01:52	19014670	CONTR	CONTRACT
ROCKVILLE	2/24/2019 04:56:10	19014904	CONTR	CONTRACT
ROCKVILLE	2/25/2019 14:21:44	19015201	CONTR	CONTRACT
ROCKVILLE	2/26/2019 04:04:04	19015350	CONTR	CONTRACT
ROCKVILLE	2/27/2019 04:30:02	19015622	CONTR	CONTRACT
ROCKVILLE	2/27/2019 22:02:08	19015861	CONTR	CONTRACT
ROCKVILLE	2/20/2019 17:54:44	19014029	CONTR	CONTRACT
ROCKVILLE	2/21/2019 16:04:12	19014244	CONTR	CONTRACT
ROCKVILLE	2/21/2019 21:05:36	19014316	CONTR	CONTRACT
ROCKVILLE	2/22/2019 04:11:40	19014385	CONTR	CONTRACT
ROCKVILLE	2/22/2019 07:16:46	19014395	CONTR	CONTRACT
ROCKVILLE	2/22/2019 21:02:54	19014575	CONTR	CONTRACT
ROCKVILLE	2/16/2019 09:37:55	19012910	CONTR	CONTRACT
ROCKVILLE	2/16/2019 17:19:46	19012988	CONTR	CONTRACT
ROCKVILLE	2/17/2019 10:29:48	19013178	CONTR	CONTRACT
ROCKVILLE	2/18/2019 09:27:06	19013370	CONTR	CONTRACT
ROCKVILLE	2/18/2019 22:44:39	19013497	CONTR	CONTRACT
ROCKVILLE	2/19/2019 05:27:19	19013548	CONTR	CONTRACT
ROCKVILLE	2/12/2019 07:56:57	19011629	CONTR	CONTRACT
ROCKVILLE	2/13/2019 03:00:25	19011879	CONTR	CONTRACT
ROCKVILLE	2/13/2019 10:59:10	19011921	CONTR	CONTRACT
ROCKVILLE	2/14/2019 15:34:34	19012369	CONTR	CONTRACT
ROCKVILLE	2/15/2019 02:20:56	19012509	CONTR	CONTRACT
ROCKVILLE	2/15/2019 14:47:53	19012651	CONTR	CONTRACT
ROCKVILLE	2/6/2019 14:08:19	19010081	CONTR	CONTRACT
ROCKVILLE	2/8/2019 08:42:53	19010555	CONTR	CONTRACT
ROCKVILLE	2/8/2019 22:16:44	19010787	CONTR	CONTRACT
ROCKVILLE	2/9/2019 10:34:27	19010882	CONTR	CONTRACT
ROCKVILLE	2/10/2019 18:06:15	19011259	CONTR	CONTRACT
ROCKVILLE	2/11/2019 01:23:49	19011332	CONTR	CONTRACT
ROCKVILLE	2/3/2019 23:36:10	19009408	CRASH	ACCIDENT
ROCKVILLE	2/5/2019 09:16:07	19009751	CRASH	ACCIDENT
ROCKVILLE	2/10/2019 01:51:43	19011129	CRASH	ACCIDENT
ROCKVILLE	2/16/2019 12:51:18	19012947	CRASH	ACCIDENT
ROCKVILLE	2/11/2019 17:02:35	19011510	CRASHINJ	ACCIDENT WITH INJURIES FIRE AI
ROCKVILLE	2/23/2019 16:46:31	19014745	DRIVE	DRIVING COMPLAINT
ROCKVILLE	2/8/2019 13:04:59	19010641	ERROR	CALL CREATED IN ERROR

City	Date Received	Call Number	Complaint	Description
ROCKVILLE	2/8/2019 12:59:22	19010638	FRAUD	FRAUD
ROCKVILLE	2/27/2019 07:16:55	19015635	HAZ	HAZARD
ROCKVILLE	2/1/2019 13:44:24	19008693	INFO	MATTER OF INFORMATION
ROCKVILLE	2/13/2019 15:30:36	19012042	INFO	MATTER OF INFORMATION
ROCKVILLE	2/24/2019 00:50:54	19014871	INTOXDO	INTOXICATED PERSON DISORDEF
ROCKVILLE	2/5/2019 14:53:34	19009818	MA	MOTORIST ASSIST
ROCKVILLE	2/7/2019 09:11:45	19010289	MA	MOTORIST ASSIST
ROCKVILLE	2/14/2019 17:52:59	19012395	MA	MOTORIST ASSIST
ROCKVILLE	2/27/2019 23:52:07	19015881	MA	MOTORIST ASSIST
ROCKVILLE	2/1/2019 17:37:28	19008806	MED	MEDICAL EMERGENCY
ROCKVILLE	2/8/2019 12:47:34	19010632	MED	MEDICAL EMERGENCY
ROCKVILLE	2/10/2019 01:44:08	19011127	MED	MEDICAL EMERGENCY
ROCKVILLE	2/11/2019 10:29:02	19011414	MED	MEDICAL EMERGENCY
ROCKVILLE	2/21/2019 00:31:26	19014082	MED	MEDICAL EMERGENCY
ROCKVILLE	2/23/2019 05:22:57	19014661	MED	MEDICAL EMERGENCY
ROCKVILLE	2/4/2019 13:03:28	19009515	PARKV	PARKING VIOLATION
ROCKVILLE	2/7/2019 03:14:58	19010244	PARKV	PARKING VIOLATION
ROCKVILLE	2/27/2019 04:37:15	19015623	PARKV	PARKING VIOLATION
ROCKVILLE	2/27/2019 04:50:57	19015624	PARKV	PARKING VIOLATION
ROCKVILLE	2/5/2019 07:49:52	19009726	RW	REPORT WRITING
ROCKVILLE	2/16/2019 08:45:51	19012906	SD	SPECIAL DETAIL
ROCKVILLE	2/1/2019 00:56:21	19008557	STALL	STALLED VEHICLE
ROCKVILLE	2/8/2019 13:04:44	19010640	STALL	STALLED VEHICLE
ROCKVILLE	2/8/2019 13:29:38	19010648	STALL	STALLED VEHICLE
ROCKVILLE	2/15/2019 15:35:48	19012670	STALL	STALLED VEHICLE
ROCKVILLE	2/20/2019 16:37:44	19014011	SUSA	SUSPICIOUS ACTIVITY
ROCKVILLE	2/1/2019 21:27:57	19008858	SUSV	SUSPICIOUS VEHICLE
ROCKVILLE	2/2/2019 23:30:58	19009152	SUSV	SUSPICIOUS VEHICLE
ROCKVILLE	2/19/2019 05:44:55	19013551	SUSV	SUSPICIOUS VEHICLE
ROCKVILLE	2/2/2019 17:19:25	19009063	TRAFFIC STOP	TRAFFIC STOP
ROCKVILLE	2/2/2019 17:48:44	19009070	TRAFFIC STOP	TRAFFIC STOP
ROCKVILLE	2/2/2019 19:12:31	19009097	TRAFFIC STOP	TRAFFIC STOP
ROCKVILLE	2/3/2019 09:10:15	19009234	TRAFFIC STOP	TRAFFIC STOP
ROCKVILLE	2/4/2019 22:22:28	19009663	TRAFFIC STOP	TRAFFIC STOP
ROCKVILLE	2/7/2019 09:17:00	19010290	TRAFFIC STOP	TRAFFIC STOP
ROCKVILLE	2/21/2019 21:46:12	19014322	TRAFFIC STOP	TRAFFIC STOP
ROCKVILLE	2/26/2019 06:31:46	19015359	TRAFFIC STOP	TRAFFIC STOP
ROCKVILLE	2/26/2019 13:40:15	19015452	TRAFFIC STOP	TRAFFIC STOP
ROCKVILLE	2/27/2019 18:45:00	19015807	TRAFFIC STOP	TRAFFIC STOP
ROCKVILLE	2/27/2019 22:31:36	19015864	TRAFFIC STOP	TRAFFIC STOP
ROCKVILLE	2/28/2019 21:24:07	19016101	TRAFFIC STOP	TRAFFIC STOP
ROCKVILLE	2/14/2019 19:48:37	19012423	TRAFFIC STOP	TRAFFIC STOP
ROCKVILLE	2/15/2019 21:47:17	19012786	TRAFFIC STOP	TRAFFIC STOP
ROCKVILLE	2/18/2019 07:51:41	19013353	TRAFFIC STOP	TRAFFIC STOP
ROCKVILLE	2/19/2019 18:11:02	19013730	TRAFFIC STOP	TRAFFIC STOP
ROCKVILLE	2/19/2019 21:17:20	19013766	TRAFFIC STOP	TRAFFIC STOP
ROCKVILLE	2/20/2019 17:25:24	19014026	TRAFFIC STOP	TRAFFIC STOP
ROCKVILLE	2/9/2019 12:37:12	19010910	TRAFFIC STOP	TRAFFIC STOP
ROCKVILLE	2/10/2019 00:14:11	19011098	TRAFFIC STOP	TRAFFIC STOP
ROCKVILLE	2/10/2019 12:04:29	19011189	TRAFFIC STOP	TRAFFIC STOP
ROCKVILLE	2/13/2019 02:35:26	19011875	TRAFFIC STOP	TRAFFIC STOP
ROCKVILLE	2/14/2019 00:17:33	19012172	TRAFFIC STOP	TRAFFIC STOP
ROCKVILLE	2/14/2019 17:47:51	19012394	TRAFFIC STOP	TRAFFIC STOP
ROCKVILLE	2/4/2019 18:42:47	19009616	VDITCH	VEHICLE IN THE DITCH
ROCKVILLE	2/6/2019 08:31:17	19009988	VDITCH	VEHICLE IN THE DITCH
ROCKVILLE	2/7/2019 18:40:05	19010432	VDITCH	VEHICLE IN THE DITCH
ROCKVILLE	2/21/2019 06:09:40	19014107	VDITCH	VEHICLE IN THE DITCH
ROCKVILLE	2/23/2019 10:51:50	19014686	VDITCH	VEHICLE IN THE DITCH
ROCKVILLE	2/26/2019 14:13:42	19015462	XPAT	EXTRA PATROL

CITATIONS IN CONTRACT CITIES

<u>Jurisdiction</u>	<u>Type</u>	<u>Area</u>	<u>Date Arrest</u>	<u>Case Number</u>	<u>Warrant Number</u>	<u>Charge</u>
MN0730000	2	ROCKVILLE	2/2/2019 17:49:00	19009070	730019037954	CHILD RESTRAINT VIOLATION
MN0730000	2	ROCKVILLE	2/2/2019 19:12:00	19009097	730019038436	EXPIRED DRIVER'S LICENSE OR INSTRUCTIONAL PERMIT
MN0730000	2	ROCKVILLE	2/7/2019 03:16:00	19010244	730019033713	PARKING - WINTER
MN0730000	2	ROCKVILLE	2/13/2019 02:47:00	19011877	730019039381	EXPIRED REGISTRATION
MN0730000	2	ROCKVILLE	2/13/2019 02:47:00	19011877	730019039381	NO PROOF OF INSURANCE
MN0730000	2	ROCKVILLE	2/19/2019 06:00:00	19013551	730019035748	DRIVING AFTER REVOCATION
MN0730000	1	ROCKVILLE	2/24/2019 01:23:00	19014871	73001939788	DISTURB PEACE-MS-DISORDERLY CONDUCT
MN0730000	2	ROCKVILLE	2/27/2019 22:43:00	19015864	73001939789	DRIVING AFTER REVOCATION

Building Permits: February 2019

Parcel #	REASON	ADDRESS	DATE	PERMIT #	Valuation	Permit \$	Review	SSC	Fees
76.41741.0017	Furnace Replacement	407 Aspen Ct E	2/12/2019	2019-00005	\$ 4,000.00	\$ 40.00	\$ -	\$ 1.00	\$ 41.00
76.41741.0030	Siding	532 Walnut St	2/19/2019	2019-00006	\$ 5,750.00	\$ 25.00	\$ -	\$ 1.00	\$ 26.00
76.41633.0900	Furnace Replacement	23721 Co Rd 8	2/22/2019	2019-00007	\$ 4,261.00	\$ 40.00	\$ -	\$ 1.00	\$ 41.00
76.41741.0080	Mechanical	209 Walnut Circle	2/6/2019	2019-00013		\$ 40.00	\$ -	\$ 1.00	\$ 41.00
76.42146.0801	Mechanical Commercial	1340 Prairie Drive	2/22/2019	2019-00014	\$ 13,162.00	\$ 131.62	\$ 85.55	\$ 6.58	\$ 223.75



LIABILITY COVERAGE – WAIVER FORM

Members who obtain liability coverage through the League of Minnesota Cities Insurance Trust (LMCIT) must complete and return this form to LMCIT before the member's effective date of coverage. Return completed form to your underwriter or email to pstech@lmc.org.

The decision to waive or not waive the statutory tort limits must be made annually by the member's governing body, in consultation with its attorney if necessary.

Members who obtain liability coverage from LMCIT must decide whether to waive the statutory tort liability limits to the extent of the coverage purchased. The decision has the following effects:

- *If the member does not waive the statutory tort limits*, an individual claimant could recover no more than \$500,000 on any claim to which the statutory tort limits apply. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory tort limits would apply regardless of whether the member purchases the optional LMCIT excess liability coverage.
- *If the member waives the statutory tort limits and does not purchase excess liability coverage*, a single claimant could recover up to \$2,000,000 for a single occurrence (under the waive option, the tort cap liability limits are only waived to the extent of the member's liability coverage limits, and the LMCIT per occurrence limit is \$2,000,000). The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to \$2,000,000, regardless of the number of claimants.
- *If the member waives the statutory tort limits and purchases excess liability coverage*, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.

Claims to which the statutory municipal tort limits do not apply are not affected by this decision.

LMCIT Member Name: _____

Check one:

- The member **DOES NOT WAIVE** the monetary limits on municipal tort liability established by [Minn. Stat. § 466.04](#).
- The member **WAIVES** the monetary limits on municipal tort liability established by [Minn. Stat. § 466.04](#), to the extent of the limits of the liability coverage obtained from LMCIT.

Date of member's governing body meeting: _____

Signature: _____ Position: _____

CITY OF ROCKVILLE
MUNICIPAL POLICY NUMBER 3000
DATA PRACTICES POLICY FOR DATA SUBJECT

SUBJECT: Providing procedures Releasing Data on to the Subject of Government Data

DATE COUNCIL APPROVED: March 13, 2019

City of Rockville Data Practices Policy for Data Subjects

Data about You

The Government Data Practices Act (Minnesota Statutes, Chapter 13) says that data subjects have certain rights related to a government entity collecting, creating, and keeping government data about them. You are the subject of data when you can be identified from the data. Government data is a term that means all recorded information a government entity has, including paper, email, DVDs, photographs, etc.

Classification of Data about You

The Government Data Practices Act presumes that all government data are public unless a state or federal law says that the data are not public. Data about you are classified by state law as public, private, or confidential. See below for some examples.

1. **Public data:** We must give public data to anyone who asks; it does not matter who is asking for the data or why.

The following is an example of public data about you:

Your name on an application for a City permit.

2. **Private data:** We cannot give private data to the general public, but you have access when the data are about you. We can share your private data with you, with someone who has your permission, with our government entity staff who need the data to do their work, and as permitted by law or court order.

The following is an example of private data about you:

Your Social Security number.

3. **Confidential data:** Confidential data have the most protection. Neither the public nor you can get access even when the confidential data are about you. We can share confidential data

about you with our government entity staff who need the data to do their work and to others as permitted by law or court order. We cannot give you access to confidential data.

The following is an example of confidential data about you:

the identity of the subject of an active criminal investigation

Your Rights under the Government Data Practices Act

This government entity must keep all government data in a way that makes it easy for you to access data about you. Also, we can collect and keep only those data about you that we need for administering and managing programs that are permitted by law. As a data subject, you have the following rights.

- **Access to Your Data**

You have the right to look at (inspect), free of charge, public and private data that we keep about you. You also have the right to get copies of public and private data about you. The Government Data Practices Act allows us to charge for copies. You have the right to look at data, free of charge, before deciding to request copies.

Also, if you ask, we will tell you whether we keep data about you and whether the data are public, private, or confidential.

As a parent, you have the right to look at and get copies of public and private data about your minor children (under the age of 18). As a legally appointed guardian, you have the right to look at and get copies of public and private data about an individual for whom you are appointed guardian.

Minors have the right to ask this government entity not to give data about them to their parent or guardian. If you are a minor, we will tell you that you have this right. We may ask you to put your request in writing and to include the reasons that we should deny your parents access to the data. We will make the final decision about your request based on your best interests.

Note: Minors do not have this right if the data in question are educational data maintained by an educational agency or institution.

- **When We Collect Data from You**

When we ask you to provide data about yourself that are not public, we must give you a notice. The notice is sometimes called a Tennessee warning. The notice controls what we do with the data that we collect from you. Usually, we can use and release the data only in the ways described in the notice.

We will ask for your written permission if we need to use or release private data about you in a different way, or if you ask us to release the data to another person. This permission is called informed consent. If you want us to release data to another person, you may use the consent form we provide.

- **Protecting your Data**

The Government Data Practices Act requires us to protect your data. We have established appropriate safeguards to ensure that your data are safe.

In the unfortunate event that we determine a security breach has occurred and an unauthorized person has gained access to your data, we will notify you as required by law.

- **When your Data are Inaccurate and/or Incomplete**

You have the right to challenge the accuracy and/or completeness of public and private data about you. You also have the right to appeal our decision. If you are a minor, your parent or guardian has the right to challenge data about you.

How to Make a Request for Your Data

To look at data, or request copies of data that this government entity keeps about you, your minor children, or an individual for whom you have been appointed legal guardian, make a written request. Make your request for data to the appropriate individual listed in the Data Practices Contacts on page 5. You may make your request by mail, fax, or email, using the data request form on page 7 or 8.

If you choose not use to use the data request form, your request should include:

- that you are making a request, under the Government Data Practices Act (Minnesota Statutes, Chapter 13), as a data subject, for data about you;
- whether you would like to inspect the data, have copies of the data, or both;
- a clear description of the data you would like to inspect or have copied; and
- identifying information that proves you are the data subject, or data subject's parent/guardian.

This government entity requires proof of your identity before we can respond to your request for data. If you are requesting data about your minor child, you must show proof that you are the minor's parent. If you are a guardian, you must show legal documentation of your guardianship. Please see the Standards for Verifying Identity located on page 9.

How We Respond to a Data Request

Once you make your request, we will work to process your request. If it is not clear what data you are requesting, we will ask you for clarification.

- If we do not have the data, we will notify you in writing within 10 business days.
- If we have the data, but the data are confidential or private data that are not about you, we will notify you within 10 business days and state which specific law says you cannot access the data.
- If we have the data, and the data are public or private data about you, we will respond to your request within 10 business days, by doing one of the following:
 - arrange a date, time, and place to inspect data, for free, if your request is to look at the data, or
 - provide you with copies of the data within 10 business days. You may choose to pick up your copies, or we will mail or fax them to you. We will provide electronic copies (such as email or CD-ROM) upon request if we keep the data in electronic format.

Information about copy charges is on page 7. We also will arrange for you to prepay for the copies.

After we have provided you with access to data about you, we do not have to show you the data again for 6 months unless there is a dispute or we collect or create new data about you.

If you do not understand some of the data (technical terminology, abbreviations, or acronyms), please let us know. We will give you an explanation if you ask.

The Government Data Practices Act does not require us to create or collect new data in response to a data request if we do not already have the data, or to provide data in a specific form or arrangement if we do not keep the data in that form or arrangement. (For example, if the data you request are on paper only, we are not required to create electronic documents to respond to your request.) If we agree to create data in response to your request, we will work with you on the details of your request, including cost and response time.

In addition, we are not required under the Government Data Practices Act to respond to questions that are not specific requests for data.

Data Practices Contacts

Responsible Authority

Martin M. Bode

City Administrator

City of Rockville

P.O. Box 93

229 Broadway Street East

Rockville, MN 56369-0093

320.251.5836

cityhall@rockvillecity.org

Data Practices Compliance Official

Martin M. Bode

City Administrator

City of Rockville

P.O. Box 93

229 Broadway Street East

Rockville, MN 56369-0093

320.251.5836

cityhall@rockvillecity.org

Data Practices Designee

(Police Department Data)

Stearns County Sheriff's Department

Copy Costs – Data Subjects

This government entity charges data subjects for copies of government data. These charges are authorized under Minnesota Statutes, section 13.04, subdivision 3.

You must pay for the copies before we will give them to you.

We may waive the charge for copies if the cost is less than \$10.00.

Actual Cost of Making the Copies

In determining the actual cost of making copies, we factor in employee time, the cost of the materials onto which we are copying the data (paper, CD, DVD, etc.), and mailing costs (if any). If your request is for copies of data that we cannot reproduce ourselves, such as photographs, we will charge you the actual cost we must pay an outside vendor for the copies.

The cost of employee time to make copies is per City Fee Schedule.

Alternatively, we may charge you copy charges set forth by state statute or rule.

Data Request Form – Data Subjects

Date of request: _____

To request data as a data subject, you must show a valid state ID, such as a driver’s license, military ID, or passport as proof of identity.

I am requesting access to data in the following way:

Inspection

Copies

Both inspection and copies

Note: inspection is free but you will be charged for copies. See page 6 of the Data Practices Policy for Subjects of Data.

These are the data I am requesting:

Describe the data you are requesting as specifically as possible. If you need more space, please use the back of this form.

Contact Information

Data subject name _____

Parent/Guardian name (if applicable) _____

Address _____

Phone number _____ Email address _____

Staff Verification

Identification provided _____

We will respond to your request within 10 business days.

Data Request Form

TO BE COMPLETED BY REQUESTER:

Date: _____

Description of data requested:

Note: *You will be required to identify yourself and verify your identity if the data you request is classified as Private.*

TO BE COMPLETED BY DEPARTMENT:

Department Name: _____ **Handled By:** _____

Information classified as:

- PUBLIC
- PRIVATE
- NONPUBLIC
- CONFIDENTIAL
- PROTECTED NONPUBLIC

Verification: For Private Data, identification must be verified using a driver's license or state ID (), comparison of requester's signature on file (), or personal knowledge of identity ().
Attach a copy if applicable.

Action:

- APPROVED
- APPROVED IN PART (explain below)
- DENIED (explain below)

Basis for denial or partial approval, including statutory section where applicable:

Fees: See Data Practices Policy Section V.c for appropriate charges.

Total Charges: _____ Prepayment Required? Yes () No ()

Authorized Signature: _____ **Date:** _____

Standards for Verifying Identity

The following constitute proof of identity.

- An **adult individual** must provide a valid photo ID, such as
 - a state driver's license
 - a military ID
 - a passport
 - a Minnesota ID
 - a Minnesota tribal ID

- A **minor individual** must provide a valid photo ID, such as
 - a state driver's license
 - a military ID
 - a passport
 - a Minnesota ID
 - a Minnesota Tribal ID
 - a Minnesota school ID

- The **parent or guardian of a minor** must provide a valid photo ID *and either*
 - a certified copy of the minor's birth certificate *or*
 - a certified copy of documents that establish the parent or guardian's relationship to the child, such as
 - ❖ a court order relating to divorce, separation, custody, foster care
 - ❖ a foster care contract
 - ❖ an affidavit of parentage

- The **legal guardian for an individual** must provide a valid photo ID *and* a certified copy of appropriate documentation of formal or informal appointment as guardian, such as
 - court order(s)
 - valid power of attorney

Note: Individuals who do not exercise their data practices rights in person must provide *either* notarized or certified copies of the documents that are required *or* an affidavit of ID.

CITY OF ROCKVILLE
MUNICIPAL POLICY NUMBER 3100
DATA PRACTICES POLICY FOR DATA SUBJECT
SUBJECT: Providing Procedures Releasing Government Data to The Public
DATE COUNCIL APPROVED: March 13, 2019

City of Rockville **Data Practices Policy for Members of the Public**

Right to Access Public Data

The Government Data Practices Act (Minnesota Statutes, Chapter 13) presumes that all government data are public unless a state or federal law says the data are not public. Government data is a term that means all recorded information a government entity has, including paper, email, DVDs, photographs, etc.

The Government Data Practices Act also provides that this government entity must keep all government data in a way that makes it easy for you, as a member of the public, to access public data. You have the right to look at (inspect), free of charge, all public data that we keep. You also have the right to get copies of public data. The Government Data Practices Act allows us to charge for copies. You have the right to look at data, free of charge, before deciding to request copies.

How to Make a Data Request

To look at data or request copies of data that this government entity keeps, make a written request. Make your request for data to the appropriate individual listed in the Data Practices Contacts on page 3. You may make your request for data by mail, fax, or email, using the data request form on page 5 or 6.

If you choose not to use the data request form, your request should include:

- that you, as a member of the public, are making a request for data under the Government Data Practices Act, Minnesota Statutes, Chapter 13;
- whether you would like to look at the data, get copies of the data, or both; and
- a clear description of the data you would like to inspect or have copied.

This government entity cannot require you, as a member of the public, to identify yourself or explain the reason for your data request. However, depending on how you want us to process your request (if, for example, you want us to mail you copies of data), we may need some information about you. If you choose not to give us any identifying information, we will provide you with contact information so you may check on the status of your request. In addition, please keep in mind that if we do not understand your request and have no way to contact you, we will not be able to begin processing your request.

How We Respond to a Data Request

Upon receiving your request, we will work to process it.

- If it is not clear what data you are requesting, we will ask you for clarification.
- If we do not have the data, we will notify you in writing as soon as reasonably possible.
- If we have the data, but the data are not public, we will notify you as soon as reasonably possible and state which specific law says the data are not public.
- If we have the data, and the data are public, we will respond to your request appropriately and promptly, within a reasonable amount of time by doing one of the following:
 - arrange a date, time, and place to inspect data, for free, if your request is to look at the data, or
 - provide you with copies of the data as soon as reasonably possible. You may choose to pick up your copies, or we will mail or fax them to you. If you want us to send you the copies, you will need to provide us with an address or fax number. We will provide electronic copies (such as email or CD-ROM) upon request if we keep the data in electronic format.

Information about copy charges is on page 5.

We also will arrange for you to pre-pay for the copies.

If you do not understand some of the data (technical terminology, abbreviations, or acronyms), please let us know. We will give you an explanation if you ask.

The Government Data Practices Act does not require us to create or collect new data in response to a data request if we do not already have the data, or to provide data in a specific form or arrangement if we do not keep the data in that form or arrangement. (For example, if the data you request are on paper only, we are not required to create electronic documents to respond to your request.) If we agree to create data in response to your request, we will work with you on the details of your request, including cost and response time.

In addition, the Government Data Practices Act does not require us to answer questions that are not requests for data.

Requests for Summary Data

Summary data are statistical records or reports that are prepared by removing all identifiers from private or confidential data on individuals. The preparation of summary data is not a means to gain access to private or confidential data. We will prepare summary data if you make your request in writing and pre-pay for the cost of creating the data. Upon receiving your written request – you may use the data request form on page 5 – we will respond within ten business days with the data or details of when the data will be ready and how much we will charge.

Data Practices Contacts

Responsible Authority

Martin M. Bode

City Administrator

City of Rockville

P.O. Box 93

229 Broadway Street East

Rockville, MN 56369-0093

320.251.5836

cityhall@rockvillecity.org

Data Practices Compliance Official

Martin M. Bode

City Administrator

City of Rockville

P.O. Box 93

229 Broadway Street East

Rockville, MN 56369-0093

320.251.5836

cityhall@rockvillecity.org

Data Practices Designee

(Police Department Data)

Stearns County Sheriff's Department

Copy Costs – Members of the Public

This government entity charges members of the public for copies of government data. These charges are authorized under Minnesota Statutes, section 13.03, subdivision 3(c).

You must pay for the copies before we will give them to you.

We may waive the charge for copies if the cost is less than \$10.

For 100 or Fewer Paper Copies – 25 cents per page

100 or fewer pages of black and white, letter or legal sized paper copies cost 25¢ for a one-sided copy, or 50¢ for a two-sided copy.

Most Other Types of Copies – Actual Cost

The charge for most other types of copies, when a charge is not set by statute or rule, is the actual cost of searching for and retrieving the data, and making the copies or electronically transmitting the data (e.g. sending the data by email).

In determining the actual cost of making copies, we factor in employee time, the cost of the materials onto which we are copying the data (paper, CD, DVD, etc.), and mailing costs (if any). If your request is for copies of data that we cannot reproduce ourselves, such as photographs, we will charge you the actual cost we must pay an outside vendor for the copies.

The cost of employee time to search for data, retrieve data, and make copies is per City Fee Schedule.

If, because of the subject matter of your request, we find it necessary for a higher-paid employee to search for and retrieve the data, we will calculate the search and retrieval portion of the copy charge at the higher salary/wage.

Alternatively, we may charge you copy charges set forth by state statute or rule.

Data Request Form – Members of the Public

Date of request: _____

I am requesting access to data in the following way:

Inspection

Copies

Both inspection and copies

Note: inspection is free but you will be charged for copies. See page 4 of the Data Practices Policy for Members of the Public.

These are the data I am requesting:

Describe the data you are requesting as specifically as possible. If you need more space, please use the back of this form.

Contact Information

Name: _____

Address: _____

Phone number: _____ Email address: _____

You do not have to provide any of the above contact information. However, if you want us to mail/email you copies of data, we will need some type of contact information. In addition, if we do not understand your request and need to get clarification from you, without contact information we will not be able to begin processing your request until you contact us.

We will respond to your request as soon as reasonably possible.

Data Request Form

TO BE COMPLETED BY REQUESTER:

Date: _____

Description of data requested:

Note: *You will be required to identify yourself and verify your identity if the data you request is classified as Private.*

TO BE COMPLETED BY DEPARTMENT:

Department Name: _____ **Handled By:** _____

Information classified as:

- ___ PUBLIC
- ___ PRIVATE
- ___ NONPUBLIC
- ___ CONFIDENTIAL
- ___ PROTECTED NONPUBLIC

Verification: For Private Data, identification must be verified using a driver's license or state ID (), comparison of requester's signature on file (), or personal knowledge of identity ().
Attach a copy if applicable.

Action:

- ___ APPROVED
- ___ APPROVED IN PART (explain below)
- ___ DENIED (explain below)

Basis for denial or partial approval, including statutory section where applicable:

Fees: See Data Practices Policy Section V.c for appropriate charges.

Total Charges: _____ Prepayment Required? Yes () No ()

Authorized Signature: _____ **Date:** _____

CITY OF ROCKVILLE
MUNICIPAL POLICY NUMBER 3200
DATA PRACTICES POLICY FOR DATA SUBJECT
SUBJECT: Policy on Establishing Procedures to Protect Not Public Data
DATE COUNCIL APPROVED: March 13, 2019

City of Rockville

Policy for Ensuring the Security of Not Public Data

Legal requirement:

The adoption of this policy by the City of Rockville satisfies the requirement in Minn. Stat. 13.05 subd. 5 to establish procedures ensuring the appropriate access to not public data. By incorporating employee access to not public data into the City's Data Inventory (required by Minn. Stat. 13.025 subd. 1), in the individual employee's position description, or both, the City's policy limits access to not public data to employees whose work assignment reasonably requires access.

Please direct all questions regarding this policy to the City of Rockville's Data Practices Compliance Official:

Martin M. Bode

City Administrator

City of Rockville

P.O. Box 93

229 Broadway Street East

Rockville, MN 56369-0093

320.251.5836

cityhall@rockvillecity.org

Procedures implementing this policy:

Data inventory

Under the requirement in Minn. Stat. 13.025 subd. 1, the City will prepare a Data Inventory which identifies and describes all not public data on individuals maintained by the City. To comply with the requirement in Minn. Stat. 13.05 subd. 5, the City will also include in its Data Inventory the position titles of the employees who have access to not public data.

In the event of a temporary duty as assigned by a manager or supervisor, an employee may access certain not public data for as long as the work is assigned to the employee.

In addition to the employees listed in the City's Data Inventory, the Responsible Authority, the Data Practices Compliance Official, and the City Attorney may have access to all not public data maintained by the City if necessary for specified duties. Any access to not public data will be strictly limited to the data necessary to complete the work assignment.

Employee position descriptions

Position descriptions may contain provisions identifying any not public data accessible to the employee when a work assignment reasonably requires access.

Data sharing with authorized entities or individuals

Federal or state law may authorize the sharing of not public data in specific circumstances. Not public data may be shared with another entity if a federal or state law allows or mandates it. Individuals will have notice of any sharing in applicable Tennessee warnings or the City will obtain the individual's informed consent. Any sharing of not public data will be strictly limited to the data necessary or required to comply with the applicable law.

Ensuring that not public data are not accessed without a work assignment

Within the City, departments may assign tasks by employee or by job classification. If a department maintains not public data that all employees within its division do not have a work assignment allowing access to the data, the department will ensure that the not public data are secure.

Recommended actions for ensuring appropriate access include:

- Assigning appropriate security roles, limiting access to appropriate shared network drives, and implementing password protections for not public electronic data.
- Password protecting employee computers and locking computers before leaving workstations.
- Securing not public data within locked work spaces and in locked file cabinets.
- Shredding not public documents before disposing of them.

Penalties for unlawfully accessing not public data

The City will utilize the penalties for unlawful access to not public data as provided for in Minnesota Statutes section 13.09, if necessary. Penalties include suspension, dismissal or referring the matter to the appropriate prosecutorial authority who may also pursue a criminal misdemeanor charge.

**City of Rockville, Minnesota
Resolution 2019-12**

RESOLUTION DECLARING EXCESS PROPERTY AND AUTHORIZING DISPOSAL

WHEREAS, The Rockville Fire Department Chief is requesting Council declare the old outdated turn-out gear as excess property and authorize the disposal of through sale or donation; and

WHEREAS, the CITY is the owner of certain real property known as Fire Department Turn-Out Gear; and

WHEREAS, this turn-out gear has been replaced with newer and updated gear.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROCKVILLE, STEARNS COUNTY, STATE OF MINNESOTA, as follows:

- 1) That the City Council hereby declares the old outdated Fire Department Turn-Out Gear as excess property and authorizes the Fire Department Chief or Agent to sell or donate said gear to a worthy cause.

Adoption by the City Council of the City of Rockville on this 13th day of March, 2019.

Duane Willenbring, Mayor

ATTEST:

Martin Bode, City Administrator

**CITY OF ROCKVILLE, MN
RESOLUTION 2019-13**

**RESOLUTION APPROVING FINAL PLAT
FOR SCHNEIDER FARM PROPERTY**

WHEREAS, an application for a Final Plat has been received from Irene Schneider Trust and;

WHEREAS, the purpose of Final Plat is to subdivide 94.65 +/- acres into 11 new lots and,

WHEREAS, said application was reviewed by the Rockville City Planning Commission at their March 5, 2019 Planning Commission Meeting, and;

WHEREAS, the Planning Commission after discussion voted to approve the Final Plat known as Schneider Farm and to forward the application on to the Rockville City Council for their consideration.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF ROCKVILLE, STEARNS COUNTY, MINNESOTA:

1. The Schneider Farm Final Plat is approved as presented.
2. Before any dwellings, structures, or driveways can be constructed on the lots, the property owner must either:
 - a. Obtain certification from Stearns County Environmental Services that such construction does not impact any wetlands; or
 - b. If such construction impacts any wetlands, that appropriate wetland-impact approval has been obtained from Stearns County.

Adopted this 13th day of March, 2019.

Duane Willenbring, Mayor

ATTEST:

Martin M. Bode, City Administrator

STAFF REPORT

March 5 and March 13, 2019

RE: Property Subdivision/Final Plat
Irene T. Schneider Trust and Jonathan M. Schneider

Owner: Irene Schneider Trust and Jonathan Schneider
Property Address: 7788 County Road 41
Plat known as: Schneider Farm
Parcel I.D. 76.42170.0051 and 76.42170.0050 - Section 25, Township 123, Range 029

Request:
Final Plat application of eleven (11) new lots and one (1) existing.

Relevant Information:

1. Property is zoned RR.
2. Total plat area is 94.65 +/- and 10.00 +/- acres.
3. There are eleven (11) new lots and one (1) existing lot being proposed to be subdivided.
4. Purpose is residential development.
5. Not conducive to long-term agriculture use; wooded area, rock outcroppings and marginal soils.
6. Developers Agreement has been drafted.

Recommendation:

Consider approval of:

1. Final Plat
2. Developers Agreement

Submitted by:
Martin M. Bode
Zoning Administrator

CITY OF ROCKVILLE
APPLICATION FOR FINAL PLAT
PLATTING FEE: \$300.00

PLEASE NOTE: any costs (i.e. legal, engineering, administrative, etc.) incurred over and above the application fee are the responsibility of the petitioner.

Date of Pre-application Meeting: _____

Date Application Submitted 2-21-19 Parcel # 76.42170.0051

Name of Plat SCHNEIDER FARM Plat File # 76.42170.0050

Plat Location: Section 25 Township 173 Range 29

Legal Description Lot 2 Block 1 Schneider Terrace

Currently Zoned R.R. Zoning Requested _____ Total Acreage Amount 94.64

Owner's Name IRENE SCHNEIDER TRUST Jonathan Schneider Phone (320) 267-4292
First Name Middle Initial Last Name

Address 15302 150th St Email _____

Developer Mike Schauer Phone 320 267-4292

Address Same

Surveyor OMALLEY and KRON Phone 685-5905 Fax _____

Address COLD SPRING

The following **must be submitted** with the final plat:

Applicant must submit application at least ten (10) working days before the next regularly schedule Planning Commission meeting (1st Tuesday of each month).

Submit required fee (\$300.00).

Submit one full-size (24"x 36") copy and one 11" x 17" copy of the final plat.

* _____
* Mike Schauer _____ 2/27/19
Signature Date

R# 101.41000.34103 Check # 1056 Date 2-27-19 Final Plat Fee \$300.00 Permit # 19-01 FP

✓1057 \$13,200 - Park Land ded.

O'MALLEY & KRON LAND SURVEYORS, INC.
 340 CHAPEL HILL ROAD
 COLD SPRING, MN 56320
 PH. 320-685-5905

Legend

- INDICATES IRON MONUMENT FOUND
- INDICATES IRON MONUMENT PLACED WITH REGISTRATION NO.42621 INSERTED THEREIN
- INDICATES STEARNS COUNTY CAST IRON MONUMENT



SCHNEIDER FARM

KNOW ALL PERSONS BY THESE PRESENTS: That Michael Schneider, Karen Schlangen, and Roy Schneider, as Trustee of Irene T. Schneider Trust, dated December 13, 2011, owners of the following described property situated in the County of Stearns, State of Minnesota:

Lot 2, Block 1, SCHNEIDER TERRACE, according to the recorded plat thereof, Stearns County, Minnesota.

Less and Except:
 That part of Lot 2, Block 1, SCHNEIDER TERRACE, according to the recorded plat thereof, Stearns County, Minnesota; Beginning at the southwesterly corner of said Lot 2; thence North 00 degrees 08 minutes 45 seconds West, on an assumed bearing, along a westerly line of said Lot 2, a distance of 465.04 feet, to a northerly line of said Lot 2; thence North 89 degrees 06 minutes 02 seconds East, along said northerly line, a distance of 816.57 feet; thence South 27 degrees 42 minutes 36 seconds East, a distance of 521.01 feet, to a southerly line of said Lot 2; thence South 89 degrees 06 minutes 02 seconds West, along said southerly line, a distance of 1057.69 feet, to point of beginning.

AND

That Jonathan M. Schneider, a single person, fee owner of the following described property situated in the County of Stearns, State of Minnesota:

Lot 1, Block 1, SCHNEIDER TERRACE, according to the recorded plat thereof, Stearns County, Minnesota.

Has caused the same to be surveyed and platted as SCHNEIDER FARM and does hereby dedicate to the public for public use the public way and the easements as shown on this plat for drainage and utility purposes only.

In witness whereof said Michael Schneider, Trustee of the Irene T. Schneider Trust, dated December 13, 2011, has hereunto set his hand this ____ day of _____, 20__.

Michael Schneider, Trustee of the Irene T. Schneider Trust, dated December 13, 2011.

STATE OF MINNESOTA
 COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Michael Schneider, Trustee of the Irene T. Schneider Trust, dated December 13, 2011.

(Notary Signature) _____ (Notary Printed Name) _____

NOTARY PUBLIC, _____ COUNTY, STATE OF MINNESOTA
 MY COMMISSION EXPIRES: _____

In witness whereof said Karen Schlangen, Trustee of the Irene T. Schneider Trust, dated December 13, 2011, has hereunto set her hand this ____ day of _____, 20__.

Karen Schlangen, Trustee of the Irene T. Schneider Trust, dated December 13, 2011.

STATE OF MINNESOTA
 COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Karen Schlangen, Trustee of the Irene T. Schneider Trust, dated December 13, 2011.

(Notary Signature) _____ (Notary Printed Name) _____

NOTARY PUBLIC, _____ COUNTY, STATE OF MINNESOTA
 MY COMMISSION EXPIRES: _____

In witness whereof said Roy Schneider, Trustee of the Irene T. Schneider Trust, dated December 13, 2011, has hereunto set his hand this ____ day of _____, 20__.

Roy Schneider, Trustee of the Irene T. Schneider Trust, dated December 13, 2011.

STATE OF MINNESOTA
 COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Roy Schneider, Trustee of the Irene T. Schneider Trust, dated December 13, 2011.

(Notary Signature) _____ (Notary Printed Name) _____

NOTARY PUBLIC, _____ COUNTY, STATE OF MINNESOTA
 MY COMMISSION EXPIRES: _____

In witness whereof said Jonathan M. Schneider, a single person, has hereunto set his hand this ____ day of _____, 20__.

Jonathan M. Schneider

STATE OF MINNESOTA
 COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Jonathan M. Schneider, a single person.

(Notary Signature) _____ (Notary Printed Name) _____

NOTARY PUBLIC, _____ COUNTY, STATE OF MINNESOTA
 MY COMMISSION EXPIRES: _____

I, Daniel M. Kron, hereby certify that I have surveyed and platted the property described on this plat as SCHNEIDER FARM, that this plat is a correct representation of the survey; that all distances are correctly shown on the plat in feet and hundredths of a foot; that all monuments have been correctly placed in the ground as shown; that the outside boundary lines are correctly designated on the plat; and that there are no wet lands (as defined in MN Statute §505.01 subd.3) or public ways to be designated other than shown.

Daniel M. Kron, Professional Land Surveyor
 Minnesota Registration No. 42621

STATE OF MINNESOTA
 COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Daniel M. Kron, Professional Land Surveyor, Minnesota Registration No. 42621.

(Notary Signature) _____ (Notary Printed Name) _____

NOTARY PUBLIC, _____ COUNTY, STATE OF MINNESOTA
 MY COMMISSION EXPIRES: _____

Recommended for approval by the Planning Commission for the City of Rockville, Minnesota, at a regular meeting thereof, on this ____ day of _____, 20__.

Chairperson - City of Rockville _____

We do hereby certify that on the ____ day of _____, 20__, the City Council of Rockville, Minnesota, approved this plat.

Mayor - City of Rockville _____ Clerk - City of Rockville _____

This plat was examined by me and recommended for approval on the ____ day of _____, 20__.

Stearns County Surveyor
 Minnesota Registration No. _____

I hereby certify that the taxes on the land described hereon are paid for the year 20__, and all years prior to the year 20__ and transfer entered.

Date _____

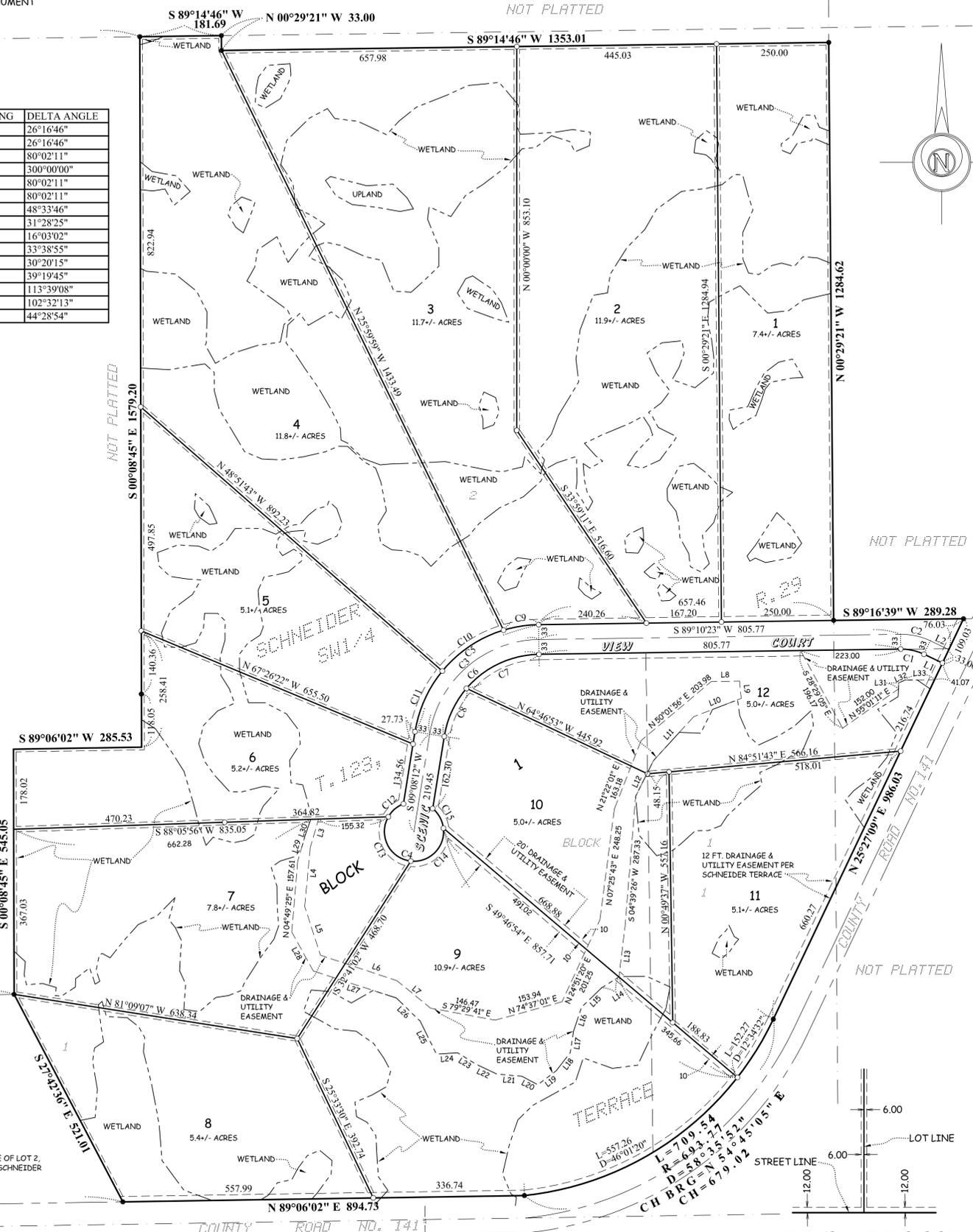
Stearns County Auditor/Treasurer _____ Deputy Auditor/Treasurer _____ Tax Parcel Number _____

I hereby certify that this instrument was filed for record in the Office of the County Recorder in and for Stearns County, Minnesota on this ____ day of _____, 20__, at _____ o'clock ____ M., as Document No. _____; in plat cabinet ____ No. _____.

Stearns County Recorder _____ Deputy Recorder _____

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	117.00	53.66	53.19	N 77°41'14" W	26°16'46"
C2	150.00	68.80	68.20	N 77°41'14" W	26°16'46"
C3	250.00	349.23	321.52	S 49°09'17" W	80°02'11"
C4	66.00	345.58	66.00	S 80°51'48" E	300°00'00"
C5	283.00	395.32	363.96	S 49°09'17" W	80°02'11"
C6	217.00	303.13	279.08	S 49°09'17" W	80°02'11"
C7	217.00	183.93	178.47	S 64°53'30" W	48°33'46"
C8	217.00	119.20	117.71	S 24°52'24" W	31°28'25"
C9	283.00	79.28	79.02	S 81°08'52" W	16°03'02"
C10	283.00	166.20	163.82	S 56°17'54" W	33°38'55"
C11	283.00	149.84	148.10	S 24°18'19" W	30°20'15"
C12	66.00	45.30	44.42	S 49°28'19" W	39°19'45"
C13	66.00	130.92	110.49	S 27°01'07" E	113°39'08"
C14	66.00	118.11	102.97	N 44°53'12" E	102°32'13"
C15	66.00	51.24	49.96	N 28°37'21" W	44°28'54"

LINE	BEARING	DISTANCE
L1	N 64°32'51" W	45.61
L2	N 64°32'51" W	45.61
L3	S 16°25'34" W	65.69
L4	S 05°23'17" W	131.75
L5	S 17°59'26" E	114.04
L6	S 71°36'09" E	179.69
L7	S 50°54'53" E	96.59
L8	N 88°54'15" E	63.19
L9	S 05°23'05" E	38.72
L10	S 68°59'51" W	113.42
L11	S 42°31'58" W	132.78
L12	S 26°31'18" W	88.64
L13	S 06°51'29" W	115.91
L14	S 58°11'28" W	45.19
L15	S 46°01'06" W	62.26
L16	S 18°40'52" W	56.30
L17	S 08°36'23" W	48.09
L18	S 37°33'15" W	51.04
L19	S 52°56'24" W	51.60
L20	N 61°51'10" W	40.09
L21	N 85°18'31" W	55.68
L22	N 64°34'34" W	52.23
L23	N 58°17'17" W	48.12
L24	S 86°14'09" W	46.95
L25	N 26°26'23" W	81.97
L26	N 45°54'53" W	73.75
L27	N 72°00'43" W	194.46
L28	N 28°55'44" W	99.00
L29	N 16°02'00" E	58.93
L30	N 19°12'10" E	38.84
L31	N 02°58'32" E	13.53
L32	N 66°19'17" E	15.43
L33	N 89°19'59" E	65.56



ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE WEST LINE OF LOT 2, BLOCK 1, SCHNEIDER TERRACE ASSUMED TO BEAR NORTH 00°08'45" WEST.

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS: BEING 12 FEET IN WIDTH AND ADJOINING STREET LINES, AND BEING 6 FEET IN WIDTH ADJOINING LOT LINES, UNLESS OTHERWISE SHOWN.



MEMORANDUM

Date: March 4, 2019
To: Honorable Mayor Willenbring, Members of the City Council and Members of the Planning Commission – Rockville, Minnesota
From: Justin L. Kannas, P.E.
City Engineer
Subject: Schneider Subdivision – Final Plat
Rockville, Minnesota
BMI Project No: W14.117750

I have reviewed the Final Plat for Schneider Farm submitted on February 21, 2019 and have the following comments:

- 1) The Final Plat is in substantial conformance with the approved Preliminary Plat.
- 2) The drainage swales over lots 7, 9, 10 and 12 shall be contained within a drainage and utility easement.
- 3) City Code requires drainage and utility easements be provided over all wetlands. However, due to the number, location, isolation, and minimal size of wetlands relative to the large lots on this development I would recommend that this not be required. The wetland locations are all shown on the Final Plat document which will be recorded and property owners would be aware of the wetland locations via the plat.
- 4) Drainage and utility easements shall be 6' in width along side and rear lot lines and 12' in width along front lot lines and around the plat perimeter according to Subd. Ordinance Section 7.4.1.

Final Construction Plan Comments:

The following comments shall be addressed on the Final Construction Plans and approved by the City Engineer prior to construction:

- 1) The Preliminary Plans that were submitted with the Preliminary Plat in 2017 proposed a 24' wide paved street plus 2' gravel shoulders as was discussed with the previous City Engineer. City ordinance specifies a minimum street width of 32'; however, the ordinance does not specifically mention a street width for urban vs. rural roadways. At the request of the City Engineer and City Staff, the Developer has agreed to modify the proposed construction plans to a paved street width of 28' plus 1' gravel shoulders for a total width of 30'. City staff and the City Engineer support this modified street width and it is recommended that the street width be approved at 28' wide paved plus 1' gravel shoulders.
- 2) The stormwater management plan shall be modified to address comments of the City Engineer.
- 3) The location of the building pad, driveway, and septic site shown on the plans is for conceptual purposes only to show everything is conceptually feasible to meet City standards. A site survey and grading plan will be required to be submitted with each individual lot at the time of the building permit and may be modified as long as it continues to meet all City and State standards. The survey and grading plan shall be approved by the City Engineer prior to a building permit

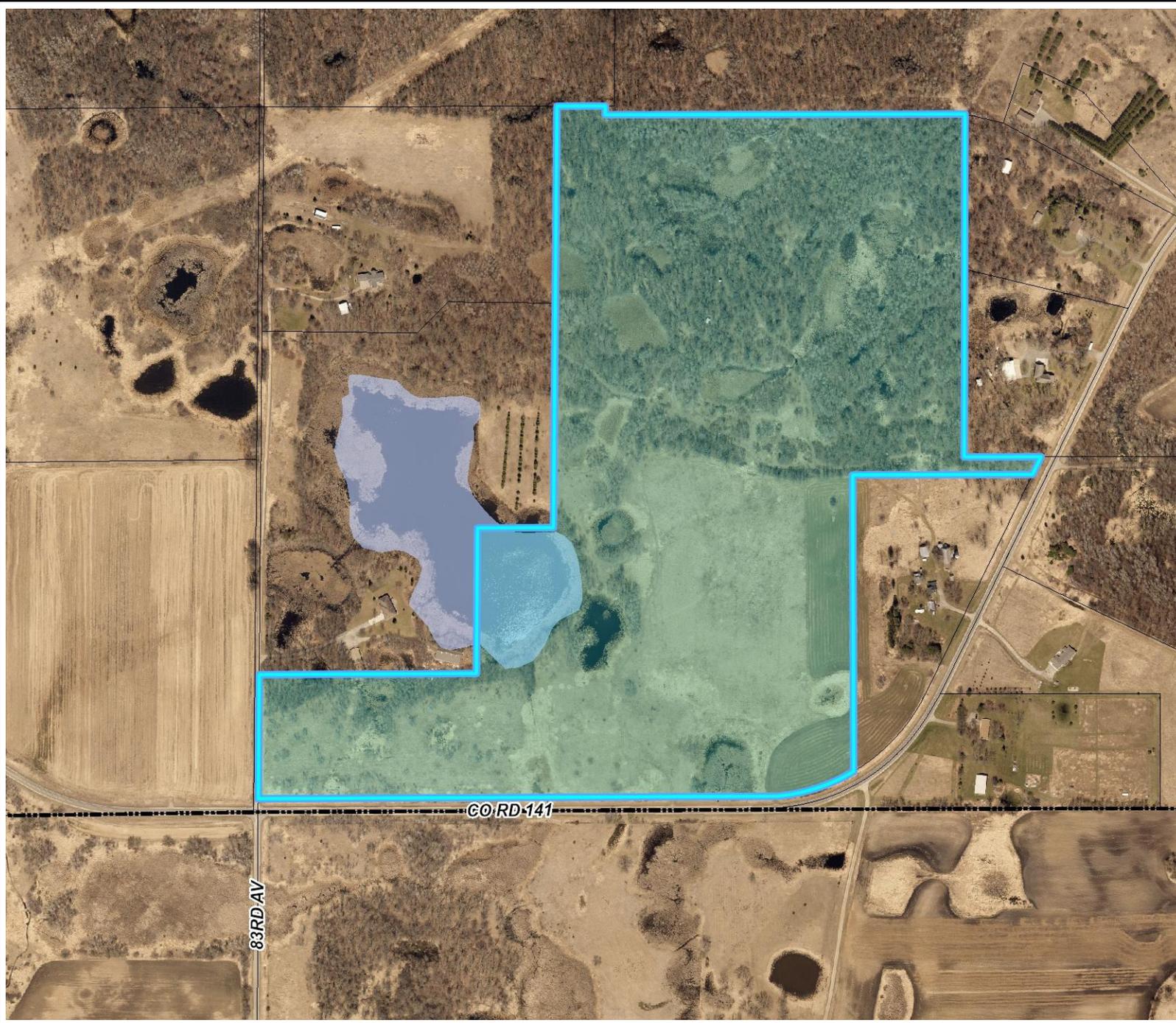
being issued. Septic sites will also be required to be approved by Stearns County as part of the building permit requirements. The following modifications shall be made on the Developer plans to show these items can be conceptually met:

- a. Proposed driveway grades shall be shown on final construction plans. Ordinance requires a maximum driveway grade of 5%.
 - b. The Developer shall show that the wetland buffer requirement of 10' for wetlands of 0-5 acres in size and 20' for wetlands greater than 5 acres can be met. The buffer shall be shown on the plans.
- 4) The paved cul-de-sac radius shall be modified to a 50' radius.
 - 5) Additional drainage detail shall be provided for the CR 141 ditch near the Scenic View Court intersection. Show the drainage route beyond the boundary of the plat. Show any existing culverts along the drainage route.
 - 6) A rip-rap EOF shall be provided for both ponds. The EOF shall be a minimum of 1' below the top of the berm. The berm elevation may need to be raised to accommodate this requirement. Provide sufficient detail on the plans to show this.
 - 7) 4" perforated edge drain with coarse filter aggregate shall be installed under the first 300' of Scenic View Court starting at CR 141. The edge drain shall outlet into the ditch with a concrete headwall.
 - 8) Include the following additional details on the Final Plans:
 - a. HWL of all ponds
 - b. Street and ditch cross sections
 - c. The right-of-way widths shall be shown on the street typical section.
 - 9) Submit a copy of the geotechnical report
 - 10) A copy of the MPCA NPDES Construction Stormwater permit shall be submitted to the City Engineer prior to construction.

I recommend approval of the Final Plat contingent upon the above comments.

JLK/jk

cc: Martin Bode, City Administrator, City of Rockville
Susan Kadlec, City Attorney, City of Rockville
Mike Schneider, Developer
Brian Schultz, P.E., Schultz Engineering & Site Design
Dan Kron, L.S, O'Malley & Kron Land Surveyors, Inc.



City of Rockville,
Minnesota
Granite - Heart of the City

Legend

-  City Limits
-  Parcels
-  PWI Watercourse
-  PWI Basin

Map Name



Disclaimer:

This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, information, and data located in various city, county, and state offices, and other sources affecting the area shown, and is to be used for reference purposes only. The City of Rockville is not responsible for any inaccuracies herein contained.

0 527 Feet

DEVELOPMENT AGREEMENT
(SCHNEIDER FARM)

THIS AGREEMENT is made effective _____, 2019, between the **CITY OF ROCKVILLE**, a Minnesota municipal corporation (hereinafter called the "City"); and IRENE T. SCHNEIDER TRUST, a trust organized under the law of Minnesota, (hereinafter called the "Developer").

RECITALS:

- A. Developer owns the real property located in the City and legally described on **Exhibit A** attached hereto (the "Development Property").
- B. The Development Property will be developed in one phase.
- C. The City has approved a Preliminary Plat of the Development Property, attached hereto as **Exhibit B**, and conditionally approved a Final Plat known as SCHNEIDER FARM, attached hereto as **Exhibit C** (the "Plat"), subject to the execution of this Development Agreement.
- D. As a condition of its approval of the Developer's platting of the Property and as a condition to Developer's installation of municipal improvements to service the Development Property, the City requires that Developer enter into this Agreement.
- E. This Agreement shall govern the development of the residential lots within the Development Property.
- F. This Agreement shall be recorded in the Office of the Recorder for Stearns County.

AGREEMENT

NOW, THEREFORE, in consideration of the agreements contained herein, the parties agree as follows:

ARTICLE 1 INCORPORATION

1.1 RECITALS INCORPORATED. The Recitals above are incorporated as if fully set forth herein.

ARTICLE 2 MUNICIPAL IMPROVEMENTS

2.1 MUNICIPAL IMPROVEMENTS REQUIRED. As required by the City Code, the City requires that the developer provide for certain municipal improvements for the development of the Development Property, in accord with the Plans and Specifications approved by the City pursuant to Article 2.6, including, but not limited to, necessary municipal storm water improvements pursuant to Article 5, streets, street signage, and park improvements pursuant to Article 14 (hereafter all such improvements are collectively referred to as the "Municipal Improvements"). The Municipal Improvements for the development will include storm water, bituminous streets, street signs, regulatory and warning signs, wetland mitigation, and erosion control.

2.2 PRIVATELY INSTALLED MUNICIPAL IMPROVEMENTS. The Municipal Improvements will be privately installed by Developer. Developer will construct and pay all costs of the Municipal Improvements for the development in accord with the Plans and Specifications, including all costs of storm water improvements, bituminous streets, street signs, street lighting, regulatory and warning signs, wetland mitigation, and erosion control.

2.3 UNDERGROUND UTILITIES REQUIRED. Developer agrees that all utilities within the Development Property will be installed underground, including without limitations electrical, telephone, cable television and natural gas. Where possible, current aboveground utilities shall be relocated underground.

2.4 UNDERGROUND UTILITIES EXEMPTION. Developer may receive an exemption from this requirement if Developer demonstrates to the City Engineer that underground utilities would not be physically possible. Any exemption shall be limited to the minimum area necessary.

2.6 CITY ENGINEER TO APPROVE PLANS AND SPECIFICATIONS. The Municipal Improvements must be constructed in accordance with the plans and specifications as approved by the City Engineer (hereafter referred to as the “Plans and Specifications”).

2.7 COSTS ATTRIBUTED TO MUNICIPAL IMPROVEMENTS. Developer will be responsible for all costs of Municipal Improvements within the Development Property, including holding ponds, and other publicly dedicated property.

2.8 COMPLETION DATE AND INSPECTION. The work the Developer is to perform under this Agreement must be completed by Developer in a good and workmanlike manner within **twenty-four (24) months** of the approval by the City of the Plans and Specifications for the final plat. The Municipal Improvements will be subject to inspection and approval by the City and the City Engineer. If any material or labor supplied is rejected by the City or the City Engineer, as defective or unsuitable, then such rejected material or labor shall be removed and replaced with approved material or labor, to the satisfaction and approval of the City, entirely at the cost and expense of the Developer. The approval of the City and City Engineer shall not be unreasonably withheld. Developer grants to the City, its agents and employees, a license to enter upon the Development Property to make inspections and for such other purposes reasonably related to the performance of this Agreement.

2.9 OWNERSHIP OF MUNICIPAL IMPROVEMENTS. Upon completion of the work and construction required by this Agreement for the development, and upon acceptance by the City, the Municipal Improvements shall become the property of the City. Prior to and as a condition of its acceptance of the Municipal Improvements, the City may require Developer to furnish an affidavit and/or certification, certifying that all work has been completed in accordance with the terms of this Agreement. The Municipal Improvements will only be accepted after the City’s Engineer’s review, inspection, and recommendation to the City Council that the Municipal Improvements have been satisfactorily constructed pursuant to the terms and conditions of this Agreement. The City’s acceptance will not be effective until the acceptance is in writing signed by the City Engineer and delivered to the Developer.

If the installation of municipal improvements requires the permanent dedication of property to the City, Developer shall make such dedication by plat.

2.10 CONSTRUCTION INFORMATION. Within thirty (30) days of the City’s acceptance of the Municipal Improvements, Developer will provide to the City the following:

- A. A complete set of reproducible record plans or “as-builts”.

- B. An electronic file of the record plans or “as-builts” in digital format (Autocad .DWG, .DXF, Microstation, or other format as specified by the City).
- C. A GPS locate of all utilities.

2.11 TIME IS OF THE ESSENCE. Time is of the essence for the completion of the Municipal Improvements.

2.12 DEDICATION OF STORM WATER IMPROVEMENTS. Developer will dedicate to the City, after their completion, all storm water improvements installed by Developer and shown in the Plans and Specifications. Developer will provide to the City any and all necessary easements and/or dedications to ensure that the City has the ability to construct, maintain, repair, replace or modify the drainage systems and ponds located on the Development Property.

2.13 ENGINEERING SERVICES. The Developer will retain an engineer satisfactory to the City to prepare complete construction Plans and Specifications for the Improvements. The Developer shall make his engineer aware of the provisions in this Agreement. The Developer’s engineer shall:

- A. Arrange for soil borings and/or such other subsurface investigations as the City may require.
- B. Prepare construction plans, specifications, and preliminary engineer’s estimate in accordance with the City’s Subdivision Ordinance.
- C. Secure all necessary permits including those required by the Minnesota Pollution Control Agency, Sauk River Watershed District, the Minnesota Department of Transportation, the Minnesota Department of Health, the Department of Natural Resources, Stearns County, or any other regulatory agency that has jurisdiction.
- D. Submit Soils Analysis, Engineer’s Preliminary Estimate, Construction Plans, Construction Specifications/Project Manual, Completed Bid Forms, Contractor’s Bond and Insurance, Permits, and Construction Schedule prior to beginning any construction in the development.
- E. Conduct preconstruction conference, with City Engineer present, prior to beginning any construction in the development.
- F. Complete an Environmental Assessment Phase I, if necessary, and any other related environmental documents, reports, or studies as may reasonably be required by the City.

- G. Provide all necessary construction staking and related survey work.
- H. Provide construction administrative services on behalf of the Developer, including the following: review shop drawings, coordinate construction staking, monitor permit requirements, process applications for payment, prepare change orders, monitor completion dates, coordinate field issues with Contractor and Developer, and participate in final inspection. Prepare operation and maintenance manuals. Submit Shop Drawings and Change Orders in a timely manner during construction.
- I. Prepare record drawings. Submit Item 2.10 to the City Engineer within 30 days of receiving field measurements from the City's on-site representative.
- J. Prepare and submit such other documentation as the City may require.

2.14 The City Engineer Shall:

- A. Provide such City project standards, including special details, insurance requirements and specifications, as the City may require.
- B. Review and approve Plans and Specifications.
- C. Provide a City Representative for construction observation of municipal improvements throughout the construction period.
- D. Provide field information to the Developer for use in preparing record drawings.
- E. Conduct a final inspection and review final construction documentation.
- F. Recommend acceptance of Improvements to the City.

ARTICLE 3
SECURITY

3.1 BOND/LETTER OF CREDIT. To guarantee compliance with the terms of this Agreement, payment of costs incurred by the City, payment of costs of all Municipal Improvements, and the construction of all Municipal Improvements, Developer shall

furnish to the City an irrevocable letter of credit or such other security as is acceptable to the City. The security shall be in an amount equal to one and one-quarter (1 ¼) times the City Engineer's estimated cost of the Municipal Improvements, based on the approved Plans and Specifications. In the event an approved contractor provides a payment and performance bond in favor of the City, Developer may only be required to provide an unconditional irrevocable letter of credit or other acceptable security in an amount equal to 25% of the cost of the Municipal Improvements.

Based upon the Opinion of Probable Construction Cost prepared by Developer and reviewed by the City's Engineer, initial security is required in an amount of \$ [REDACTED]. This amount may be adjusted as revised estimates of construction costs become available.

In addition, Developer shall deposit \$15,000 in cash with the City to secure payment of the City costs as outlined in Section 6.2 below. The City may draw down this deposit at any time if invoices for City costs are not timely paid. The City may require Developer to replenish this cash deposit and may withhold permits or other approvals under this Agreement until such deposit has been made.

3.2 DURATION OF SECURITY. The security shall be posted and in effect prior to the commencement of any work on the Development Property. The security shall remain in effect until: 1) all Municipal Improvements have been completed; 2) iron monuments for lot corners have been installed; 3) all financial obligations to the City have been satisfied; 4) the construction information in Section 2.10 has been received by the City; 5) a warranty security is provided; and 6) the Municipal Improvements are accepted by the City.

3.3 REDUCTION IN SECURITY. After 50% of the Municipal Improvements have been installed/completed and accepted by the City, Developer may make a request to the City Engineer for a reduction in the letter of credit based on the percentage of the project so installed, completed, or accepted. Upon receipt of a request from Developer, the City Engineer shall make a determination as to the completeness of the Municipal Improvements and make a recommendation to the City Council as to the amount of any possible reduction. The City reserves the right in its sole discretion to determine whether to allow a reduction and, if so, by what amount. The City's determination shall be final.

ARTICLE 4 WARRANTY

4.1 DEVELOPER WARRANTY. The Developer warrants all Municipal Improvements required to be constructed by it pursuant to this Agreement against poor material and faulty workmanship. To ensure this warranty, Developer shall submit

either: 1) a warranty/maintenance bond for one-hundred percent (100%) of the cost of the Municipal Improvements, or 2) a letter of credit for twenty-five percent (25%) of the cost of the Municipal Improvements. The bond or letter of credit must remain in effect during the warranty periods provided for in this Article 4.

4.2 STREETS. The required warranty period for street construction, including trails, materials and equipment shall be two (2) years from the date of final written acceptance by the City.

4.3 OTHER. Other Municipal Improvements, including, but not limited to, Storm Water Improvements required pursuant to Article 5, and park improvements required by Article 14, shall be warranted by Developer for a period of two (2) years after final written acceptance by the City.

ARTICLE 5 STORM WATER IMPROVEMENTS/ASSESSMENT

5.1 DEVELOPER TO CONSTRUCT STORM WATER IMPROVEMENTS. As part of the Municipal Improvements Developer will, at Developer's sole cost and expense and in accord with the Plans and Specifications and approved drainage plan for the Development Property, construct all drainage ways, storm sewer systems, sedimentation ponds, holding ponds and out-fall devices (hereinafter referred to as the "Storm Water Improvements").

5.2 ASSESSMENT. Developer shall pay the actual costs of the construction of the Storm Water Improvements.

5.3 SEDIMENTATION/HOLDING PONDS.

5.3.1 Dedication of Pond Areas. Developer will dedicate and/or provide all drainage and storm sewer utility easements, including those for holding pond purposes, shown on the Preliminary or final Plat and/or as required by the Plans and Specifications.

5.3.2 Cleaning of Ponds. During construction activity on the Development Property, Developer shall be responsible for cleaning, dredging, and maintenance of the holding ponds, as well as maintaining the area within the dedicated easement surrounding the holding ponds (including the buffer area). Cleaning, dredging, and maintenance shall be performed at such time and to such extent as determined appropriate by the City's Engineer or in a manner consistent with the Developer's Construction Site Storm Water Permit and Storm Water Pollution Prevention Plan for the Development Property.

The scope and nature of the cleaning, dredging, and maintenance will be limited to that which is reasonably necessary for the adequate and efficient operation in conjunction with the Development Property and reasonably related to maintaining the area free from a nuisance condition. Developer may over-excavate holding ponds in order to eliminate or reduce the need for on-going maintenance during construction. However, if the City Engineer determines it to be necessary, and construction on the Development Property has been sufficiently completed, Developer must clean/dredge all holding ponds and storm sewer pipes on the Property. In the event the ponds and storm sewer pipes require cleaning/dredging prior to the completion of all such construction, the City Engineer may request in writing that the Developer undertake the appropriate remedial action.

In the event the Developer does not respond to a request by the City Engineer to perform cleaning, dredging, and/or maintenance within a reasonable time, the City may undertake such cleaning, dredging, and/or maintenance to recover the cost from Developer by: 1) drawing on any of Developer's security placed with the City; 2) legal proceedings; or 3) assess the cost against the Development Property. Developer is responsible for all permits relating to cleaning and dredging of ponds, including permits, if any, required by Stearns County or any of its instrumentalities, or any other governmental agency.

- 5.3.3 Buffer Area Adjacent to Ponds. All ponds servicing the Development Property whether such ponds are located on City owned property, easements running in favor of the City or on private property must be constructed with a minimum of a 10' natural buffer from the high-water mark. This buffer must be maintained during the life of the pond. Notwithstanding the above, one access to each pond may be created by the City in a location determined by the City in its sole discretion. Developer shall be responsible for the cost of signage around said buffer areas indicating that the buffer area may not be disturbed without the written permission of the City. Said signs shall be posted in locations reasonably determined by the City.

ARTICLE 6 RESPONSIBILITY FOR CITY COSTS

- 6.1 INTERPLEADER. In the event the City receives claims from laborers, materialmen, or others that work required by this Agreement has been performed, the sums due them have not been paid, and the laborers, materialmen, or others are

seeking payment from the City, the Developer hereby authorizes the City to commence an Interpleader action pursuant to Rule 22 of the Minnesota Rules of Civil Procedure, to draw upon the security posted pursuant to Article 3 above in an amount up to one-hundred and twenty-five percent (125%) of the claim(s) and deposit the funds in compliance with the Rule; and upon such deposit, the Developer shall release, discharge, and dismiss the City from any further proceedings as it pertains to the security, except that the District Court shall retain jurisdiction to determine attorneys' fees pursuant to this Agreement.

6.2 CITY COSTS. The Developer shall pay all costs incurred by it or the City, including, but not limited to, legal, planning, administrative, engineering, and inspection expenses, in connection with the development, approval, and acceptance of the Preliminary Plat and/or any Final Plat of the Development Property, review of construction plans and documents, the preparation of this Agreement, as well as other required agreements, and all costs and expenses incurred by the City in monitoring and inspecting the construction of the Municipal Improvements.

6.3 COSTS OF ENFORCEMENT. If the City must bring and incur costs in an enforcement action upon the default of the Developer, and the City prevails in the enforcement action, then Developer shall reimburse the City for costs incurred in the enforcement action, including reasonable engineering and reasonable attorneys' fees.

6.4 TIME OF PAYMENT. Developer shall pay in full all bills submitted by the City for obligations incurred under this Agreement within thirty (30) days of submission to Developer. Bills not paid within thirty (30) days shall accrue interest and/or penalty consistent with City policy. Failure to remit payment within thirty (30) days shall constitute a default of this Agreement.

ARTICLE 7 INSURANCE

7.1 INSURANCE REQUIRED. Developer shall take out and maintain, or cause to be taken out and maintained, until six (6) months after the City has accepted the Municipal Improvements, public liability and property damage insurance covering personal injury, including death, and claims for property damage which may arise out of Developer's design and work, or the work of its subcontractors, or by one directly or indirectly employed by any of them. The minimum limits shall be not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.

7.2 CITY AS ADDITIONAL INSURED. The City and the City Engineer shall be named as additional insureds on the insurance required to be provided pursuant to Section 7.1 above.

7.3 WORKERS COMPENSATION. Developer shall provide Workers' Compensation insurance for all of its employees and, in case any work is subcontracted, Developer will require the subcontractor to provide Workers' Compensation insurance.

7.4 EVIDENCE OF INSURANCE. Evidence of the required insurance shall be submitted to and approved by the City prior to and as a condition of the City's authorization to proceed with any construction activity on the Development Property.

7.5 NO WAIVER BY CITY. Nothing contained herein shall be construed on the part of the City as a waiver of common law and statutory immunities, or limits on liability pursuant to Minnesota Statutes Chapter 466.

7.6. NOTICE. All insurance contracts for the provision of insurance under this Article shall provide for written notice to the City thirty (30) days prior to cancellation, termination, non-renewal, or material change in coverage.

ARTICLE 8 DEVELOPER'S REPRESENTATIONS

8.1 REPRESENTATIONS OF DEVELOPER. Developer represents and warrants to the City:

8.1.1 That Developer owns the Development Property and has authority to enter into this Agreement;

8.1.2 That Developer has disclosed to the City all lienholders or other parties in interest who should be joined in this Agreement and that no other person or entity shall have an interest in the Development Property prior and superior to this Agreement.

8.1.3 Developer has submitted and received approval of its Preliminary Plat from the County Surveyor, the Director of Public Works for Stearns County, and any other governmental entity or agency required by law or this Agreement to review the Preliminary Plat prior to approval of any final plat for the Development Property;

8.1.4 That the final plat complies with all City, County, State and Federal laws and regulations, including, but not limited to, City subdivision ordinances

and zoning ordinances and that all future final plats must comply with those regulations applicable at the time of such final plat;

- 8.1.5 That the Developer will meet all requirements for recording and will record, with Stearns County, the final plat of any property upon which Municipal Improvements are to be constructed prior to the initiation of construction of the Municipal Improvements on the Development Property.

ARTICLE 9 BUILDING/OCCUPANCY PERMITS

9.1 ISSUANCE OF BUILDING PERMITS. The City wants to ensure that measures are taken to protect roads during their construction and to ensure that the lots are accessible by emergency vehicles during construction. Therefore, building permits will not be issued for construction on any property with a final plat except as follows:

- A. The road leading to the affected lot has been completed with the aggregate base to the satisfaction of the City Engineer and Fire Chief; or
- B. Developer receives written permission from the City. Developer may make a written request to the City for authorization to obtain building permits for any number of model homes within that final plat where a building permit would otherwise be prohibited by this Section 9.1. Developer must demonstrate that an alternative access to the lot in question is feasible and does not require the use of roads which have not been substantially completed. The City reserves the right to grant or deny such a request in its sole discretion.

9.2 OCCUPANCY PERMITS. No certificate of occupancy permit will be issued for any home within a final plat until all Municipal Improvements are substantially completed (one lift of blacktop for streets) or repaired, and all other improvements or repairs required by this Agreement or other rule, regulation, or ordinance, which directly serve or directly relate to the subject Lot, have been completed. An occupancy permit may be issued for a house if the house has an access alternative which is acceptable to the City in its sole discretion, and if the City determines that the completion of the remaining Municipal Improvements will not be hindered by the issuance of the occupancy permit.

ARTICLE 10 DAMAGE TO MUNICIPAL IMPROVEMENTS

10.1 DAMAGE DURING CONSTRUCTION. Developer understands and acknowledges that it is responsible for all damage to streets and storm sewers that occurs either: 1) during construction of the improvements; or 2) results from Development Activity on the Development Property after their dedication and acceptance by the City. "Development Activity" includes the installation of the improvements required under this Agreement as well as the construction of residential units within the Development Property.

In the event the City determines, in its sole discretion, that repairs must be made, the Developer or builder will be given ten (10) days written notice. If the Developer or builder fails to make the repairs within the ten (10) day time period, the City may: 1) withhold all approvals related to the Development Property; 2) withhold all approvals related to the affected area of the Development Property; 3) make the necessary repairs, the cost of which Developer agrees to reimburse to the City; or 4) draw upon Developer's security posted with the City to affect the repairs in the manner it deems expedient.

Upon transfer of any lot within the Development Property, Developer shall be released from the obligations contained in this Section 10.1 to the extent the damage was not caused by the acts of Developer, its agents, or subcontractors; and the transferee shall thereafter be primarily responsible for damage to improvements on or appurtenant to the transferred lot. In the event the City is unable to determine whether responsibility lies with Developer or the lot transferee, Developer shall be responsible to the City for repair but retain its ability to recover from the lot transferee.

ARTICLE 11 STREET MAINTENANCE DURING CONSTRUCTION

11.1 DEVELOPER RESPONSIBLE PRIOR TO ACCEPTANCE BY THE CITY. The Developer shall be responsible for all street maintenance for the development, including snow plowing, until the streets are accepted by the City.

11.2 WARNING SIGNS. Warning signs shall be placed in streets when hazards develop to prevent the public from traveling under or near dangerous or unsafe conditions, and direct attention to detours when appropriate. If and when streets become impassable, such streets must be barricaded and closed by Developer.

11.3 OCCUPANTS ALONG UNFINISHED STREETS. In the event residences are occupied prior to the completion of and acceptance by the City of the streets, Developer shall maintain a smooth surface and provide proper surface drainage to ensure that the streets are passable at all times to traffic and emergency vehicles.

11.4 DIRT AND DEBRIS. Developer shall be responsible for keeping streets within and without each final plat clean of dirt and debris that may spill, track, or wash onto the street from construction activity within the Development Property. Developer shall provide for periodic street cleaning in and immediately adjacent to the Development Property. At a minimum, scraping and sweeping shall take place on a regular basis. Developer shall provide the City, for its approval, a plan for cleaning the streets, identifying how it will be accomplished, and the frequency of the cleaning. The cleaning plan must be approved by the City prior to the commencement of any construction activity. Nevertheless, the City reserves the right to unilaterally determine that cleaning is needed to a degree and at a time other than specified in the approved cleaning plan. Upon receipt of a written notice from the City, Developer will immediately undertake the cleaning as directed.

11.5 SNOW PLOWING. Prior to final acceptance of the Municipal Improvements, Developer may request, in writing, that the City keep the streets open during the winter months by plowing snow from the streets. The City has sole discretion as to whether the City will perform the snow plowing. The City shall not be responsible for repairing damage to the streets caused by snow plowing. Snow plowing services shall not constitute final acceptance of the streets by the City.

11.6 SPRING WEIGHT RESTRICTIONS. During any period of spring weight restrictions, when the streets within the Development have the first lift of pavement, but prior to final acceptance of the improvements by the City, the Developer shall post signage at each entrance to the Property as notice restricting access to vehicles with an axle weight of five tons or less.

ARTICLE 12 EROSION CONTROL

12.1 EROSION CONTROL AND THE MINNESOTA POLLUTION CONTROL AGENCY'S (THE "MPCA") NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM, PHASE II CONSTRUCTION PERMIT. Developer acknowledges that if the development of the Development Property is subject to the MPCA's Phase II Construction Permit issued pursuant to Phase II of the National Pollution Discharge Elimination System ("NPDES"), the Developer will obtain the permit, develop the required Storm Water Pollution Prevention Plan ("SWPPP") and submit a copy of the permit (including the SWPPP) to the City prior to the initiation of construction of the Municipal Improvements for the development. Developer's compliance with the permit and accompanying SWPPP is a term and condition of this Agreement and enforceable by the City. In addition, the City may impose additional erosion control requirements if in the opinion of the City Engineer such requirements are necessary to retain soil and prevent siltation of streams, ponds, lakes, or other adjacent properties, or of City utility

systems. The Developer shall comply with the erosion control plans and with any such additional instruction it receives from the City. All areas disturbed by the excavation and backfilling operations shall be reseeded forthwith after the completion of the work in that area. Seed shall include rye grass or other fast-growing seed to provide a temporary ground cover as rapidly as possible. All seeded areas shall be mulched and disc-anchored as necessary for seed retention. The parties recognize that time is of the essence in controlling erosion.

Upon transfer of any portion of the Development Property to an individual owner or builder, Developer shall prepare and file notices of termination and adequately transfer continuing construction erosion control and storm water management compliance to subsequent owners. The City may withhold any and all approvals from owners or builders found to be non-compliant with applicable NPDES permit standards.

In the absence of applicable erosion control regulation, the Developer shall, at a minimum comply with the erosion control standards of Stearns County.

ARTICLE 13 SITE GRADING

13.1. Site grading shall meet all of the requirements set forth in the City's Subdivision Ordinance, and in the MPCA's Phase II Construction Permit.

13.2 When the site grading has been completed:

- A. The Developer shall verify by field survey that the site grading has been completed in accordance with the approved grading plan submitted with the preliminary plat documents and/or as required by the Plans and Specifications. The Developer shall submit the verified site plan to the City for approval.
- B. Elevations shall be taken on all lot corners, all buildings pads, and on drainage breaks, ponding sites, ditches, and swales. Arrows shall show how the lot is to drain.
- C. The approved site grading plan shall become the Development Plan.
- D. The Developer shall make the Development Plan available to subsequent owners of the lots purchased from the Developer, and to their builders. Upon completion of the final lot grading by the lot owner, elevations shall closely match those set forth on the Development Plan.

ARTICLE 14
PARK DEDICATION

14.1 PARK DEDICATION. Developer agrees to pay to the City, at the time of approval of the final plat, a total cash-in-lieu payment based upon the City's per lot fee of \$1200 per lot for 11 lots resulting in a total park dedication fee of \$13,200.00. Park dedication fees must be paid at the time of execution of the final plat, and Developer may not begin any work on the Development Property until the park dedication fees are paid.

ARTICLE 15
MAINTENANCE OF BERM, LANDSCAPE SCREENING AND DEVELOPMENT SIGN

15.1 DEVELOPMENT SIGN. Developer may create a sign easement on a private lot within the Development Property on which Developer may place a sign identifying the development. Any such easement must provide that the lot owner is responsible to ensure that the area around the sign is maintained to remove weeds and control other vegetation. In addition, the easement will require that the lot owner maintain the sign in a presentable condition (including repainting, repair or other necessary maintenance) at the lot owner's sole cost and expense. These maintenance obligations must run in favor of the other lot owners and the City and must provide that the City may enforce the maintenance obligations.

15.2 BERM OR LANDSCAPE SCREENING. Developer may create a berm on a portion of the Development Property which will be platted into lots. Developer must record a covenant (in a form approved by the City Attorney), running in favor of the remaining lot owners and the City, which covenant requires lot owners to maintain any portion of the berm located on their lot. This maintenance must include ensuring that grass is watered, mowed and maintained with re-seeding or sodding as needed to retain a uniform and well-kept appearance from any public right of way. In addition, said lot owners must maintain and replace any and all trees planted by Developer on that portion of the berm which is located on their lot. In the event that the berm is not maintained, the covenant must allow the City to enter onto the lot, maintain the berm as determined necessary in the City's sole discretion, and special assess the maintenance cost to the lot responsible or those lots subject to the covenant.

ARTICLE 16
DISCLOSURES

16.1 RIGHT TO FARM DISCLOSURE. The Developer shall record, against the Development Property, the Right to Farm Disclosure attached as **Exhibit D** in the office of the County Recorder in and for Stearns County.

16.2 HIGHWAY NOISE DISCLOSURE. The Developer shall record, against the Development Property, a Highway Noise Disclosure to be prepared by the Developer and reviewed by the City.

ARTICLE 17 MAILBOXES

21.1 INSTALLATION. Locations and types of mailboxes to be installed by Developer must be approved by the City and United States Postal Service prior to installation.

21.2 INDIVIDUAL MAILBOXES AND NEWSPAPER BOXES RESTRICTED. Except as otherwise required by law or the United States Postal Service and approved by the City in writing, no individual newspaper receptacles shall be permitted on any lot within the Development Property.

ARTICLE 18 WETLAND MITIGATION AND PROTECTION

18.1 PERMITTING. The development of the Development Property must comply with all wetland protection legislation and Developer will be responsible for any permitting necessary. Notwithstanding anything in this Agreement to the contrary, the Developer shall be responsible for all wetland mitigation that is required for construction of any of the Municipal Improvements. Developer will complete and pay for all permitting, credit purchases, and/or other mitigation costs that may be involved. The City may, however, take action to minimize charges or costs to the City in the event the Developer fails to obtain all permits and complete all mitigation that may be necessary for the construction of the Municipal Improvements.

18.2 DELINEATION. Developer will survey and correctly delineate all wetlands on the Development Property, and obtain from Stearns County, a certification as to the accuracy of the delineation. The County's approval must be provided to the City prior to the commencement of any earthmoving, filling, or construction on the Development Property.

18.3 PROTECTION. Neither Developer nor any future owner of any portion of the Development Property may fill or disturb the wetlands on the Development Property except with the written consent of the City and with appropriate state and federal

permits. Developer will execute and cause to be recorded against each final plat of the Development Property the Conservation Restriction attached hereto as **Exhibit E**.

18.4 SURVEY AND POSTING. The limits of the wetlands on the Development Property must be surveyed and monuments placed for future reference. In addition, Developer will post the wetland's boundary with permanent signs in locations approved by the City that clearly inform the readers that wetlands lie beyond the sign that are protected by State and Federal Law and that tampering or removing the signs is prohibited. The type of post and sign, and the locations of the signs must be approved by the City.

ARTICLE 19 INDEMNIFICATION

19.1 INDEMNIFICATION. Anything to the contrary herein notwithstanding, the City and Council, its officers, agents, employees, and representatives shall not be liable or responsible in any manner to the Developer, contractor or subcontractors, materialmen, laborers, or to any other person or persons whomsoever, for any claims, demands, damages, actions, or causes of action of any kind or character whatsoever arising out of or by reason of the execution of this Agreement; the design, performance, and completion of the Municipal Improvements and any and all work which is the Developer's obligation to perform pursuant to this Development Agreement; the grant by the City and its Council of any approval related to the Development Property, including, but not limited to, approval of any grading plan, drainage plan, preliminary, or final plats for the Development Property; the failure by Developer to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Development Agreement; the failure by the Developer to pay contractors, subcontractors, laborers, or materialmen; the failure by Developer to pay for materials; the failure by Developer to obtain necessary permits and authorization to construct the work described in this Development Agreement; because building permits were issued prior to the completion and acceptance of the Municipal Improvements; or the City's exercise of any of its rights in the event of a default by Developer. Developer further agrees to indemnify, defend, and hold the City, its officers, engineers, agents and employees harmless from all such claims, demands, damages, actions, or causes of action, and all costs, disbursements, and expenses resulting from such claims, including attorneys' fees. The release and indemnification in this provision shall not include the engineering firm of Bolton & Menk ("B&M") in the performance of engineering services for the design and development of the plans and specifications for the Municipal Improvements on behalf of Developer.

ARTICLE 20 MISCELLANEOUS

20.1 STREET NAMING. Street names must be approved by the City.

20.2 PROFESSIONAL CONSULTANT FEES. If the City must bring and incur costs in an enforcement action upon the default of the Developer, and the City prevails in the enforcement action, then Developer shall reimburse the City for costs incurred in the enforcement action, including reasonable fees of the City's professional consultants.

20.3 DEFAULT AND REMEDIES. If Developer fails in any way to perform or observe any covenant, condition, or obligation contained in this Agreement or the any other agreement between Developer and the City relating to the Development Property, Developer agrees that the City may do any, all, or any combination of the following: (i) halt all further approvals regarding platting, improvements or issuance of building permits or occupancy permits relating to the Development Property; (ii) seek injunctive relief; (iii) terminate this Agreement and all of the obligations contained herein without terminating Developer's obligation to reimburse the City for costs it has incurred with regard to this Agreement or the Development Property; (iv) draw on or utilize any funds or other security provided to the City pursuant to this Agreement and complete the Municipal Improvements; (v) suspend any work or improvement on the Development Property by issuing a stop work order; and/or (vi) take any other action at law or in equity which may be available to the City.

20.4 NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER. If any agreement contained in this Agreement is breached by the Developer and thereafter waived in writing by the City, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breaches hereunder. All waivers by the City must be in writing to be effective.

20.5 NO REMEDY EXCLUSIVE. No remedy herein conferred upon or reserved to the City shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City to exercise any remedy reserved to the City, it shall not be necessary to give notice.

20.6 ASSIGNMENT. This Agreement may not be assigned by Developer except upon obtaining the express written consent of the City. Developer's obligations hereunder shall remain in full force and effect even if the Developer sells or otherwise transfers one or more lots, any entire final plat, or any part of a final plat.

20.7 INTEGRATION. This Agreement contains all of the understandings and agreements between the parties. This Agreement may not be amended, changed, or modified without the express, written consent of the parties hereto.

20.8 EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

20.9 GOVERNED BY MINNESOTA LAW. This Agreement shall be interpreted under the laws of the State of Minnesota.

20.10 BINDING ON SUCCESSORS AND ASSIGNS. This Agreement shall run with the Development Property and will be binding on and enforceable by and against the parties, their successors, legal representatives and assigns.

20.11 NO 3RD PARTY RECOURSE. Third parties shall have no recourse against the City under this Agreement.

20.12 LEGAL REPRESENTATION. **Jovanovich, Kadlec & Athmann, P.A., represents the City with regard to this Agreement. Developer is hereby advised to seek independent legal advice prior to execution of this Agreement.**

20.13 SEVERABILITY. In the event any provision or part of this Agreement is determined to be void or unenforceable, the remainder of the Agreement shall remain in effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

CITY OF ROCKVILLE, MINNESOTA

By _____
Its Mayor

ATTEST:

By _____
Administrator-Clerk

IRENE T. SCHNEIDER TRUST

By _____
Its Trustee

STATE OF MINNESOTA)

THIS INSTRUMENT DRAFTED BY:

Susan M. Kadlec - 0290385
Jovanovich, Kadlec & Athmann, PA
1010 W. St. Germain, Suite 420
St. Cloud, MN 56301
Telephone: (320) 230-0203

EXHIBIT A

(Legal Description of Development Property)

23

EXHIBIT B

(Preliminary Plat)

24
EXHIBIT C
(Final Plat)

EXHIBIT D**(Right to Farm Disclosure)****RURAL ACTIVITY
&
RIGHT TO FARM DISCLOSURE**

This Disclosure is made on _____, 2019, by the undersigned as owner and developer of the real property legally described in the attached **Exhibit A** (the "Property"). The Property is being developed according to the final plat approved by the City of ROCKVILLE known as SCHNEIDER FARM

The Property is being developed in an area that has traditionally been a rural area and which has recently been farmed. Some of the adjoining properties may continue to be used for agricultural endeavors. These endeavors may include, without limitation, such things as cropping fields, the use of organic fertilizers, maintaining domesticated animals, and the operation of farm machinery and equipment.

THIS DISCLOSURE IS INTENDED TO ENSURE THAT, AS A BUYER OF ONE OF THE LOTS IN THE PROPERTY, YOU ARE MADE AWARE OF THE FACT THAT YOU WILL BE MOVING INTO A TRADITIONALLY AGRICULTURAL AREA AND MAY BE SUBJECTED TO THE SIGHTS, SOUNDS, AND SMELLS OF AGRICULTURAL ACTIVITIES.

The following language is adapted from Stearns County's Right to Farm Disclosure:

An agricultural operation (the use of agricultural land for the production of crops, tree farming, livestock, poultry, dairy products or poultry products, but not a facility primarily engaged in the processing of agricultural products) conducted or maintained on agricultural land shall not be or become a nuisance, public or private, if the operation was not a nuisance when it began. This provision shall not apply:

- a. To a condition or injury that results from the negligent or improper operation of an agricultural operation or from operations conducted and maintained in a manner that is contrary to commonly accepted agricultural practices; or
- b. When an agricultural operation causes injury or direct threat of injury to health or safety of any person; or
- c. When an agricultural operation causes the pollution of, or change in

the condition of, waters of the State or the water flow of water on the lands of any person; or

d. When an agricultural operation causes the obstruction of free passage or use, in the customary manner, of any navigable lake, river, bay, stream, canal, or basin or any public park, street, or highway.

IRENE T. SCHNEIDER TRUST

By _____
Its Trustee

STATE OF MINNESOTA)
) SS
COUNTY OF _____)

On this ___ day of _____, 2019, before me, a Notary Public for this County, personally appeared _____, to me personally known, who, being by me duly sworn did say that he/she is the Trustee of the Irene T. Schneider Trust, and that said instrument was signed on behalf of said Trust.

Notary Public

THIS INSTRUMENT DRAFTED BY:
Susan M. Kadlec - 0290385
Jovanovich, Kadlec & Athmann, PA
1010 W. St. Germain, Suite 420
St. Cloud, MN 56301
Telephone: (320) 230-0203

EXHIBIT E

CONSERVATION RESTRICTION

This Conservation Restriction is made effective _____, 2019, by IRENE T. SCHNEIDER TRUST (“Developer”) in favor of the City of ROCKVILLE, Minnesota (the “City”).

RECITALS

- A. Developer is the owner of property legally described in the attached **Exhibit A**.
- B. Developer has presented a plat to the City for approval.
- C. As a condition of its approval, the City required certain space within Developer’s plat be restricted and not developed to protect wetlands.
- D. The portion of the Property to be designated for protection is shown on the plat of SCHNEIDER FARM as “wetlands” (the “Wetlands”).
- E. As a condition of approval of the final plat for Developer’s Property, the City requires that Developer execute and record this Conservation Restriction restricting the uses of the Wetlands.

Now, therefore, in consideration of the above recitals, Developer agrees as follows:

- 1. Developer agrees that the Wetlands may only be used for purposes consistent with their preservation as wetlands as defined by state and federal law.
- 2. Developer agrees that the Wetlands will not be impacted or developed beyond the development shown in and consistent with the final plat approved by the City of ROCKVILLE. Developer agrees for itself and its successors in interest not to seek a permit or exemption from the county, state or federal government to fill any part of the Wetlands not required to be filled in the course of development consistent with the final plat approved by the City of ROCKVILLE.
- 3. Neither Developer nor any future owner of any portion of the Wetlands may remove trees or other vegetation from the Wetlands, except with the written permission of the City and in accord with all state and federal regulations.
- 4. No structure, deck, driveway, patio, fence or other improvements shall be located within the following setback limits:

- a. 10 feet from the limit of a wetland 0-5 acres in size.
 - b. 20 feet from the limit of a wetland greater than 5 acres in size.
5. The restrictions set out herein will apply unless and until the land is released by the City.
 6. This Conservation Restriction shall run with the land and shall burden and bind Developer and Developer's successors and assigns and all future owners of the Property.

IRENE T. SCHNEIDER TRUST

By _____
Its Trustee

STATE OF MINNESOTA)
) SS
COUNTY OF _____)

On this ____ day of _____, 2019, before me, a Notary Public for this County, personally appeared _____, to me personally known, who, being by me duly sworn did say that he/she is the Trustee of the Irene T. Schneider Trust, and that said instrument was signed on behalf of said Trust.

Notary Public

THIS INSTRUMENT DRAFTED BY:
Susan M. Kadlec - 0290385
Jovanovich, Kadlec & Athmann, PA
1010 W. St. Germain, Suite 420
St. Cloud, MN 56301
Telephone: (320) 230-0203

29
EXHIBIT A
TO CONSERVATION RESTRICTION
(LEGAL DESCRIPTION)

CONTRACTOR'S PAY REQUEST

2018 STREET IMPROVEMENTS
 CITY OF ROCKVILLE
 BMI PROJECT NO.: W14.115895

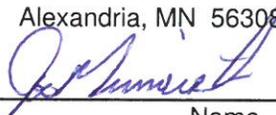
DISTRIBUTION:
CONTRACTOR (1)
OWNER (1)
ENGINEER (1)

TOTAL AMOUNT BID PLUS APPROVED CHANGE ORDERS	\$973,143.61
TOTAL, COMPLETED WORK TO DATE	\$1,107,412.10
TOTAL, STORED MATERIALS TO DATE	\$0.00
DEDUCTION FOR STORED MATERIALS USED IN WORK COMPLETED	\$0.00
TOTAL, COMPLETED WORK & STORED MATERIALS	\$1,107,412.10
RETAINED PERCENTAGE (0%)	\$0.00
TOTAL AMOUNT OF OTHER PAYMENTS OR (DEDUCTIONS)	\$0.00
NET AMOUNT DUE TO CONTRACTOR TO DATE	\$1,107,412.10
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES	\$1,029,290.41
PAY CONTRACTOR AS ESTIMATE NO. 3	\$78,121.69

Certificate for Final Payment

I hereby certify that, to the best of my knowledge and belief, all items quantities and prices of work and material shown on this Estimate are correct and that all work has been performed in full accordance with the terms and conditions of the Contract for this project between the Owner and the undersigned Contractor, and as amended by any authorized changes, and that the foregoing is a true and correct statement of the amount for the Final Estimate, that the provisions of M. S. 290.92 have been complied with and that all claims against me by reason of the Contract have been paid or satisfactorily secured.

Contractor: Central Specialties Inc.
 6325 Co Rd 87 SW
 Alexandria, MN 56308

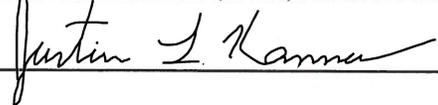
By  Name Pres. Title

Date 3/7/19

Approved _____
 Contractor's Surety

CHECKED AND APPROVED AS TO QUANTITIES AND AMOUNT:

ENGINEER: BOLTON & MENK, INC., ENGINEERS, 2040 EAST HWY 12, WILLMAR, MN 56201.

By , CITY ENGINEER

Date 3/7/2019

APPROVED FOR PAYMENT:

OWNER:

By _____
 Name Title Date

And _____
 Name Title Date

Final Pay Estimate No.:

3

2018 STREET IMPROVEMENTS
CITY OF ROCKVILLE
BMI PROJECT NO.: W14.115895

WORK COMPLETED THROUGH DECEMBER 31, 2018

ITEM NO.	ITEM	UNIT PRICE	AS BID		PREVIOUS ESTIMATE		COMPLETED TO DATE	
			ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT
BASE BID								
1	MOBILIZATION	\$43,500.00	1 LUMP SUM	\$43,500.00	1 LUMP SUM	\$43,500.00	1.00 LUMP SUM	\$43,500.00
2	SUBGRADE EXCAVATION	\$8.00	1000 CU YD	\$8,000.00	646 CU YD	\$5,168.00	646.00 CU YD	\$5,168.00
3	AGGREGATE BASE, CLASS 5 (CV)(FOR SUBGRADE CORRECTIONS)	\$20.00	600 CU YD	\$12,000.00	839 CU YD	\$16,780.00	839.00 CU YD	\$16,780.00
4	AGGREGATE BASE, CLASS 5 (LV)(FOR ADDITION TO RECLAIMING MATERIAL)	\$15.00	1243 CU YD	\$18,645.00	1072 CU YD	\$16,080.00	1,072.00 CU YD	\$16,080.00
5	AGGREGATE SHOULDER, CLASS 2 (LV)	\$30.00	1073 CU YD	\$32,190.00	1422 CU YD	\$42,660.00	1,422.00 CU YD	\$42,660.00
6	RECLAIM BITUMINOUS PAVEMENT	\$1.07	63088 SQ YD	\$67,504.16	75056 SQ YD	\$80,309.92	75,056.00 SQ YD	\$80,309.92
7	EDGE MILL	\$5.00	154 SQ YD	\$770.00	35.6 SQ YD	\$178.00	35.60 SQ YD	\$178.00
8	EXCAVATE, LOAD, HAUL AND STOCKPILE EXCESS RECLAIM (LV)	\$8.00	500 CU YD	\$4,000.00	0 CU YD	\$0.00	0.00 CU YD	\$0.00
9	TYPE SP 9.5 WEARING COURSE (2,B)	\$44.15	5912 TON	\$261,014.80	6348.41 TON	\$280,282.30	6,712.33 TON	\$296,349.37
10	TYPE SP 12.5 NON-WEAR COURSE (2,B)	\$44.15	7571 TON	\$334,259.65	8006.16 TON	\$353,471.96	8,006.16 TON	\$353,471.96
11	BITUMINOUS CURB	\$5.50	3182 LF	\$17,501.00	3155 LF	\$17,352.50	3,155.00 LF	\$17,352.50
12	ADJUST MANHOLE CASTING	\$450.00	1 EACH	\$450.00	1 EACH	\$450.00	1.00 EACH	\$450.00
13	ADJUST GATE VALVE AND BOX	\$150.00	1 EACH	\$150.00	5 EACH	\$750.00	5.00 EACH	\$750.00
14	PEDESTRIAN RAMP	\$2,500.00	5 EACH	\$12,500.00	5.935 EACH	\$14,837.50	5.94 EACH	\$14,837.50
15	SIGNING	\$300.00	4 EACH	\$1,200.00	0 EACH	\$0.00	4.00 EACH	\$1,200.00
16	REBUILD STORM CATCH BASIN (MANHOLE BLOCK)	\$1,500.00	1 EACH	\$1,500.00	1 EACH	\$1,500.00	1.00 EACH	\$1,500.00
17	TOPSOIL BORROW (LV)	\$30.00	327 CU YD	\$9,810.00	487.5 CU YD	\$14,625.00	447.35 CU YD	\$13,420.50
18	BITUMINOUS STREET PATCH	\$20.00	2166 SQ YD	\$43,320.00	2910.9 SQ YD	\$58,218.00	2,910.90 SQ YD	\$58,218.00
19	BITUMINOUS STREET PATCH - AHLES ROAD	\$15.00	356 SQ YD	\$5,340.00	546 SQ YD	\$8,190.00	546.00 SQ YD	\$8,190.00
20	TURF ESTABLISHMENT	\$2.50	1960 SQ YD	\$4,900.00	6281 SQ YD	\$15,702.50	6,281.00 SQ YD	\$15,702.50
21	PEDESTRIAN CROSSWALK STRIPING	\$18.00	62 SQ FT	\$1,116.00	0 SQ FT	\$0.00	360.00 SQ FT	\$6,480.00
22	TRAFFIC CONTROL	\$1,900.00	1 LUMP SUM	\$1,900.00	1 LUMP SUM	\$1,900.00	1.00 LUMP SUM	\$1,900.00
ALTERNATE 1: NORTH CHESTNUT TRAIL								
1	MOBILIZATION	\$1,000.00	1 LUMP SUM	\$1,000.00	1 LUMP SUM	\$1,000.00	1.00 LUMP SUM	\$1,000.00
2	RECLAIM BITUMINOUS PAVEMENT (6' TRAIL)	\$2.50	918 SQ YD	\$2,295.00	1400 SQ YD	\$3,500.00	1,400.00 SQ YD	\$3,500.00
3	TYPE SP 9.5 WEARING COURSE (2,B)	\$100.00	110 TON	\$11,000.00	199.91 TON	\$19,991.00	199.91 TON	\$19,991.00
4	TOPSOIL BORROW	\$35.00	61 CU YD	\$2,135.00	61 CU YD	\$2,135.00	101.17 CU YD	\$3,540.95
5	TURF ESTABLISHMENT	\$2.50	558 SQ YD	\$1,395.00	1144 SQ YD	\$2,860.00	1,144.00 SQ YD	\$2,860.00
ALTERNATE 2: SAUK RIVER ROAD								
1	MOBILIZATION	\$1,000.00	1 LUMP SUM	\$1,000.00	1 LUMP SUM	\$1,000.00	1.00 LUMP SUM	\$1,000.00
2	AGGREGATE BASE, CLASS 5 (LV)(FOR ADDITION TO RECLAIMING MATERIAL)	\$13.00	247 CU YD	\$3,211.00	257 CU YD	\$3,341.00	257.00 CU YD	\$3,341.00
3	RECLAIM BITUMINOUS PAVEMENT	\$1.00	3170 SQ YD	\$3,170.00	3422 SQ YD	\$3,422.00	3,422.00 SQ YD	\$3,422.00
4	TYPE SP 9.5 WEARING COURSE (2,B)	\$42.00	286 TON	\$12,012.00	365 TON	\$15,330.00	365.00 TON	\$15,330.00
5	TYPE SP 12.5 NON-WEAR COURSE (2,B)	\$42.00	381 TON	\$16,002.00	414 TON	\$17,388.00	414.00 TON	\$17,388.00
6	AGGREGATE SHOULDER, CLASS 2 (LV)	\$33.00	96 CU YD	\$3,168.00	96 CU YD	\$3,168.00	96.00 CU YD	\$3,168.00
7	PLATE BEAM GUARDRAIL	\$34.75	100 LF	\$3,475.00	200 LF	\$6,950.00	200.00 LF	\$6,950.00
8	TANGENT TERMINAL - GUARDRAIL END TREATMENT	\$3,250.00	2 EACH	\$6,500.00	2 EACH	\$6,500.00	2.00 EACH	\$6,500.00
9	TRAFFIC CONTROL	\$200.00	1 LUMP SUM	\$200.00	1 LUMP SUM	\$200.00	1.00 LUMP SUM	\$200.00
ALTERNATE 4: BASE ONE								
1	MOBILIZATION	\$650.00	1 LUMP SUM	\$650.00	1 LUMP SUM	\$650.00	1.00 LUMP SUM	\$650.00
2	BASE ONE@ STABILIZATION ADDITIVE (1)	\$1.74	14000 SQ YD	\$24,360.00	13835 SQ YD	\$24,072.90	13,835.00 SQ YD	\$24,072.90
TOTAL AMOUNT:				\$973,143.61		\$1,083,463.59		\$1,107,412.10

Public works report for February 2019

Snow Snow and more Snow.

Salt/Sand budget so far this plowing season is \$22,000. Normal season it is about \$10,000 to \$12,000

Thanks to a lot of our great citizens of go above and beyond to help keep the roads, sidewalks & fire hydrants cleared, it is a big help.

Repair of trucks.

Alt. on unit #168

Hub on unit #5

Alt. and batteries on unit #7

Strobe lights on unit #5

Strobe light on unit #2

Air release valve order has been pushed back to 4/22/19.
(by the manufacturer)

Community clean-up is May 4th from 8 AM until noon.

2-18-19

Dear Mr Bode,

Under the City of Rockville Minnesota "Code of Conduct", the Rockville City code "19.4 contact with 3 _____party contracts" and the City Resolution 2018-48 I am filing the following complaints:

Duane Willenbring has violated the code of conduct under letter "E": Use the person's public position for personal gain.

A: Duane has been trying to adjust the base fee for water and sewer rates for properties that Duane (and a past council member) has a financial interest in for the city of Rockville. When this would happen it would put the city of Rockville in lost revenue of approximately \$33,900 which the citizens of Rockville would have to make up and he would walk away with approximately \$6,900 per year in profit for himself. His wife brought this topic up again at our February city council meeting.

I have attached emails from the city staff and past council members as proof.
(Exhibit A)

Duane Willenbring has violated the City of Rockville Minnesota City policy #19.4 "Contact with.....3 Party Contracts" and Rockville City resolution "2018-48".

A: Duane has contacted the LMC on numerous occasions with out the approval of the city council along with the city administrator. Duane has been verbal at our council meetings in that he has contacted them on a number of occasions. I have attached an email from Duane admittedly that he has had contact with them. I would also ask Mr Bode that if you turn up specific contact information by Duane with LMC in your investigation you make it relevant to this complaint.

I believe this also violates resolution 2018-48 where Duane must "act only within his authority"

I have attached the email relevant to this complaint. (Exhibit B)

Duane Willenbring knowingly conducted an "open meeting law violation".

A: Duane Willenbring as Mayor of the city of Rockville Minnesota and under the handbook for Minnesota cities by LMC describes the duties of the Mayor. The duties are described under III #D. "The mayor serves as presiding officer at council meetings". As mayor he has full responsibility over all council meetings. He has been mayor and a past council member and is constantly quoting "Roberts rules". Duane took full responsibility for this violation on TV at our February city council meeting.

The February Rockville city council meeting can be viewed on TV as proof of my statement.

As under the "City of Rockville Code of Conduct", City policies and resolution 2018-48 I am filing these formal complaints. I have attached supporting facts to each case and would expect any further information revealed in your investigation be part of this complaint and be made part of this claim

Thank you



Bill Becker, Councilor

EXHIBIT "A"

From: **Vince Schaefer** vince.schaefer14@gmail.com
Subject: FW: Water base fee
Date: Nov 16, 2018 at 18:57:24
To: Brian Herberg brianherberg@gmail.com, Bill Becker
wkbsll@yahoo.com

Sent from [Mail](#) for Windows 10

Brian .Bill. I have done a lot of research on this subject and if you don't mind I will give you my opinion. (My comments are also in the yellow highlight below)Some history that I can recall. This goes way back to when Bill Taufen and Al Maselter owned rental units in Rockville. As the Mavor at that time I was approached by both of them at times about this issue. My answer to them was ,if you insist that the base fee should be on the meter and not on each dwelling unit the only thing that I would propose to change will be to make it mandatory that each individual unit will have it's own meter. Why can they not understand that the only fair way is to do this is to charge by the residential or commercial unit and not by the meter. I will have to verify this with City hall but I believe that Rick owns 2 buildings that are on the same service line and meter.(The old creamery bldg. and cabinet shop.) This policy did not just go into effect after the consolidation . The original Rockville city policy was adopted after the consolidation in 2004 by the new City Council and again in 2003. I will send you the opinion of the former city attorney in 2013
Vince

From: [Judy Neu](#)
Sent: Thursday, November 1, 2018 1:35 PM
To: '[Vince Schaefer](#)'; mbode@rockvillecity.org
Subject: RE: Water base fee

Hi Vince

You are right the motion was only for water but Duane said he missed up he wanted it for both water and sewer so that is why they are bringing it back in November .

False, The reason it was brought back is because it was illegal to do it the way it was done. The water fee has been adjusted 7 times since the consolidation and every time it involved a public hearing. So not only was it done contrary to city policy but also against state statute . Any fee change that involves more that \$5000 is mandated by the state to involve a public hearing. Contrary to what our esteemed Mayor said at the meeting that "we did not need a public hearing to adjust the base fee" . City policy cannot be changed without official action by the City Council and that was never done. To adjust the base fee as requested by Duane and Rick would would give Duane a profit of \$6900 per year and Rick \$4200 per year. The total \$amount this action would transfer to the water fund and sewer fund is \$ 33,900 per year. Again, as the Minnesota Basic Cone ,our City Attorney and our former City Attorney have stated, the only fair way is to charge by the unit and not the meter. Vince

Thanks

Judy

Judy Neu
City of Rockville
320-251-5836 Phone
320-240-9620 Fax

From: Vince Schaefer [<mailto:vince.schaefer14@gmail.com>]
Sent: Thursday, November 01, 2018 12:49 PM
To: mbode@rockvillecity.org; Judy Neu
Subject: RE: Water base fee

Marty, Judy,

The sewer base fee was never mentioned at the Sept Council meeting. I had thought of it ,but did not feel it was up to me to mention it at that time. If that council action had ben legal ,the only fee affected would have been the water base fee ,as the sewer base fee was not included in the discussion or the motion made by the Mayor and seconded by Mr. Tallman.

Thank you for all you do .

Vince

Sent from [Mail](#) for Windows 10

From: mbode@rockvillecity.org
Sent: Wednesday, October 24, 2018 11:54 AM
To: [Vince Schaefer](#)
Subject: FW: Water base fee

Hi Vince

Judy put these numbers together as it relates to the sewer base fee

Marty

From: Judy Neu [<mailto:jneu@rockvillecity.org>]
Sent: Wednesday, October 24, 2018 11:44 AM
To: mbode@rockvillecity.org
Subject: FW: Water base fee

Sewer

Marty.

#1 The total \$ amount that the John Clark Senior apartments (that Mayor Duane Willenbring has a financial interest in) will save Sewer Base rate:

- 24 units - saving \$3,312 yearly (Current Sewer Base rate \$24.00 x 24 units =\$576.00 x 6 billing \$3,456.00) Sewer base rate \$24.00 x 1 =\$24.00 x 6 billing = \$144.00

#2 The total \$ amount that will be saved on the three multi family rental unit buildings (that Councilor Rick Tallman has a financial interest in), will save Sewer base rate:

- 4 units - saving \$432.00 yearly (Current Sewer Base rate \$24.00 x 4 units =\$96.00 x 6 billing \$576.00) Sewer base rate \$24.00 x 1 =\$24.00 x 6 billing = \$144.00
- 12 units - saving \$1,584.00 yearly (Current Sewer Base rate \$24.00 x 12 units =\$288.00 x 6 billing \$1,728.00) Sewer base rate \$24.00 x 1 =\$24.00 x 6 billing = \$144.00

Together total saving \$2,016.00 yearly

#3 The total of all of the lost sewer fund revenue from all of the multi family rental units in the city of Rockville will save Sewer Base rater:

- Kraemer 311 Elm St- 4 units saving \$432.00 yearly
- ATG Enterprise Tallman 232 Broadway St - 4 units saving \$432.00 yearly
- ATG Enterprise Tallman 132/140 Broadway St - 12 units saving \$1,584.00 yearly
- Danielson 143 Broadway St - 4 units saving \$432.00 yearly
- John Clark Co-op Willenbring 241 Broadway St -24 units saving \$3,312.00 yearly
- AppleHill Properties Beumer 501 Maple St - 12 units saving \$1,584.00 yearly
- AppleHill Properties Beumer 305 Birch St - 12 units saving \$1,584.00 yearly
- AppleHill Properties Beumer 309 Birch St - 12 units saving \$1,584.00 yearly
- AppleHill Properties Beumer 301 Birch St - 12 units saving \$1,584.00 yearly
- AppleHill Properties Beumer 309 Birch St - 8 units saving \$1,008.00 yearly
- Stonecreek Beumer 311 Co Rd 8 - 8 units saving \$1,008.00 yearly
- Stonecreek Beumer 317 Co Rd 8 - 8 units saving \$1,008.00 yearly
- Granite Edge Café/Businesses 244 Broadway St - 4 units saving \$432.00 yearly
- The Hideaway Bar/upstairs living 201 Broadway St – 2 units saving \$144.00 yearly
- Voigts School Bus/Business 875 Prairie Court- 2 units saving \$144.00 yearly

Total lost revenue in the sewer fund \$16,272.00

From: Judy Neu [<mailto:jneu@rockvillecity.org>]

Sent: Monday, September 17, 2018 10:40 AM

To: Vince Schaefer (vince.schaefer14@gmail.com)
Cc: 'mbode@rockvillecity.org'
Subject: RE: Water base fee

Hi Vince

See below I answered it in red.

Thanks

Judy

Judy Neu
City of Rockville
320-251-5836 Phone
320-240-9620 Fax

From: mbode@rockvillecity.org [<mailto:mbode@rockvillecity.org>]
Sent: Monday, September 17, 2018 7:37 AM
To: Judy Neu
Subject: FW: Water base fee

From: Vince Schaefer [<mailto:vince.schaefer14@gmail.com>]
Sent: Sunday, September 16, 2018 8:59 PM
To: mbode@rockvillecity.org
Subject: Water base fee

Sent from [Mail](#) for Windows 10

Marty,

This is a formal request for access to government data under the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13.

The information I am requesting is,

#1 The total \$ amount that the John Clark Senior apartments (that Mayor Duane Willenbring has a financial interest in) will save as a result of the action taken at the September 12 Rockville City Council meeting, concerning the water billing base fee.

- 24 units - saving \$3,588.00 yearly (Current Water Base rate \$26.00 x 24 units = \$624.00 x 6 billing \$3,744.00) 1/1/19 Water base rate \$26.00 x 1 = \$26.00 x 6 billing = \$156.00

#2 The total \$ amount that will be saved on the three multi family rental unit buildings (that Councilor Rick Tallman has a financial interest in), in the City of Rockville, as a result of the

Council action that was taken on September 12 concerning the water base fee.

- 4 units - saving \$468.00 yearly (Current Water Base rate \$26.00 x 4 units =\$104.00 x 6 billing \$624.00) 1/1/19 Water base rate \$26.00 x 1 =\$26.00 x 6 billing = \$156.00
 - 12 units - saving \$1,716.00 yearly (Current Water Base rate \$26.00 x 12 units =\$312.00 x 6 billing \$1,872.00) 1/1/19 Water base rate \$26.00 x 1 =\$26.00 x 6 billing = \$156.00
- Together total saving \$2184.00 yearly

#3 The total of all of the lost water fund revenue from all of the multi family rental units in the city of Rockville that are affected by the aforementioned Council action taken on September 12 2018.

- Kraemer 311 Elm St- 4 units saving \$468.00 yearly
- ATG Enterprise Tallman 232 Broadway St - 4 units saving \$468.00 yearly
- ATG Enterprise Tallman 132/140 Broadway St - 12 units saving \$1,716.00 yearly
- Danielson 143 Broadway St - 4 units saving \$468.00 yearly
- John Clark Co-op Willenbring 241 Broadway St -24 units saving \$3,588.00 yearly
- AppleHill Properties Beumer 501 Maple St - 12 units saving \$1,716.00 yearly
- AppleHill Properties Beumer 305 Birch St - 12 units saving \$1,716.00 yearly
- AppleHill Properties Beumer 309 Birch St - 12 units saving \$1,716.00 yearly
- AppleHill Properties Beumer 301 Birch St - 12 units saving \$1,716.00 yearly
- AppleHill Properties Beumer 309 Birch St - 8 units saving \$1,092.00 yearly
- Stonecreek Beumer 311 Co Rd 8 - 8 units saving \$1,092.00 yearly
- Stonecreek Beumer 317 Co Rd 8 - 8 units saving \$1,092.00 yearly
- Granite Edge Café/Businesses 244 Broadway St - 4 units saving \$468.00 yearly
- The Hideaway Bar/upstairs living 201 Broadway St – 2 units saving \$156.00 yearly
- Voigts School Bus/Business 875 Prairie Court- 2 units saving \$156.00 yearly

Total lost revenue in the water fund \$17,628.00

If you have any questions on this please call,

Vince Schaefer
[320-253-1499](tel:320-253-1499)

EXHIBIT "B"

From: <mcode@rockvillecity.org> mcode@rockvillecity.org
Subject: RE: COLA discussion and council action
Date: Feb 12, 2019 at 11:01:42
To: Bill Becker bbecker@rockvillecity.org, <brianherberg@gmail.com>
brianherberg@gmail.com, <DonSimon48@msn.com>
DonSimon48@msn.com, Duane Willenbring
dwillenbring@rockvillecity.org, Jerry Tippelt
thetippelts@yahoo.com

I would suggest you obtain Council approval at tomorrow night's Council Meeting.

19.3 Contact with City Attorney.

The Mayor and members of the City Council must obtain approval from the Council before contacting the City Attorney. In extraordinary cases, the Mayor may authorize contact with the attorney, but the person who made the contact must report on it to the City Council at the next council meeting. They must also notify the Administrator/Clerk when contact has been made, for purposes of verification with the attorney's invoice.

The Administrator/Clerk has authority to contact the City Attorney only when necessary.

19.4 Contact With 3 Party Contracts

The City of Rockville has numerous contracts that help in the operations of the city. From time to time the contactors need to be contacted for specific direction. Therefore the City Council of the City of Rockville hereby adopts a policy by which employees of the city (both staff and Council) must make every effort to abide by. Contacts to 3 party contracts are allowed with direct approval of the Council through the City Administrator/Clerk only if there is no cost to the city.

If there is a cost to the city the Administrator/Clerk will have to approve the contact prior to the expense.

Thank you,

Martin M. Bode
City Administrator
City of Rockville
PO Box 93
229 Broadway Street East
Rockville, MN 56369-0093
320.251.5836

From: Duane Willenbring <dwillenbring@rockvillecity.org>
Sent: Tuesday, February 12, 2019 10:19 AM
To: Martin Bode <mcode@rockvillecity.org>
Cc: pwithmore@lmc.org
Subject: COLA discussion and council action

Administrator Bode:

My request to you is to get permission from you to allow me to contact and discuss Council action regarding COLA Council action at yesterday, February 11th mtg. with Sue of JKA; the City of Rockville's Legal Council Firm.

This is the guidance and directive that was just advanced to me from League of MN (LMC) Legal Staff.

Mayor,
Duane W.