AGENDA

Rogers City Council

October 22, 2024 - 7:00 PM

5:00 Budget Workshop

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

2. OPEN FORUM

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

3. PRESENTATIONS

4. APPROVE AGENDA

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

5. CONSENT AGENDA

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

5.1 Approval of October 8, 2024 City Council Meeting Minutes

5.2 Approval of Bills and Claims

5.3 Call a Public Hearing for Tuesday, November 26, 2024, at 7:00 p.m. for the Purpose of Adopting the Annual Fee Schedule Ordinance, Utility Rates, and Related Items

5.4 Approve Professional Services Agreement with SRF Consulting Group for TH 101/I-94 Interchange Bridge Load Rating, City Project No. 2408

5.5 Approval of Resolution 2024-95 Approving Site Improvements at 21400 John Milless Drive (Municipal Bar Property) by Craft & Crew Hospitality, Inc.

5.6 Approve Revised Social Media Policy

5.7 Approve Items Related to Taylor Inlet, a Rural Residential Subdivision.

- Approve Resolution 2024-99, Approving Preliminary Plat for Taylor Inlet (a 9 lot rural residential development)
- Approve Resolution 2024-106, Approving Lot Split for Property at 23200 109th Ave N.

5.8 Approve Resolution 2024-100, Approving Site Plan for Word of Peace Church Addition and Site Improvements at 21705 129th Ave N

5.9 Approve Resolution 2024-101, Approving Site Plan for City Turf Facility

5.10 Approve Purchase of Three Ford Explorer Police Interceptors

5.11 Approval of Professional Service Agreement for Naming Rights at the Rogers Activity Center

5.12 Approval of Resolution 2024-103 Approving Record of Decision and the Negative Declaration of Need for an Environmental Impact Statement for Veit & Company Sand and Gravel Mining Expansion

5.13 Approval of Resolution No. 2024-107, A Resolution Reauthorizing Membership in the 4M Fund

6. PUBLIC HEARINGS

6.1 Consideration of Loan Documents for Craft & Crew Hospitality, Inc. Related to Site Improvements at 21400 John Milless Drive

7. GENERAL BUSINESS

7.1 Application by Asguard Acquisitions, LLC for a Variance and Site Plan Amendments Related to the Mixed Use Apartment at 21225 141st Avenue North (Asguard Addition Lot 2, Block 1)

7.2 Approval to Hire Devon Bainey as the Information Systems Network Technician

7.3 Items relating to Indoor Multipurpose Turf Facility:

- Accept Bids and Award Contract for Construction Bid Package 2, City Project No. 2201 and Assign Prime Contracts to Terra Construction as the City's Construction Manager
- Approve Professional Service Agreement with AET for Special

Inspections for Construction Bid Package 2, City Project No. 2201

7.4 Approval to Purchase Replacement Grass Truck for the 2000 F350 Rogers Grass 11

8. CORRESPONDENCE AND REPORTS

8.1 3rd Quarter 2024 Financial Reports

9. ADJOURN TO CLOSED SESSION

9.1 Adjourn To Closed Session to Discuss Potential Purchase of Real Property Pursuant to Minnesota Statute 13D.05, Subdivision 3(c), a Portion of PID 36-120-23-34-0002 - Stieg Woods

10. ADJOURN

STAFF REPORT **Meeting Date**: October 22, 2024

ROGERS CITY COUNCIL **Agenda Item**: 5.1

Subject: Approval of October 8, 2024 City Council Meeting Minutes
Prepared By:

Overview / Background / Analysis

Staff Recommendation
Motion to approve the October 8, 2024 City Council meeting minutes.

Financial Impact: **Source Fund**:

Budgeted?

Supporting Documentation
A. 10/08/2024 CC Minutes

1. Call to Order. The regular meeting of the City Council of the City of Rogers was called to order by Mayor Ihli on Tuesday, October 8, 2024, at 7:00 p.m. at Rogers Community Center, 21201 Memorial Drive, Rogers, MN, 55374 and online in the Zoom application.

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

2. Open Forum

Joel Brockman; 24437 Superior Drive, Rogers; Expressed concern over the perception of Rogers with projects hanging out there. There are still old fences and shrubbery, and it appears that the project is stagnant. He has talked with staff about subdivisions going in, and the areas around them which become maintenance issues for Public Works. He feels these areas should be maintained by the builders, which should be conveyed by Council to developers going forward.

Troy Gleason; 25203 Mardale Drive, Rogers: Mr. Gleason explained that he is here on behalf of his neighborhood to express concerns over a proposal by Viet to mine over an extended period on their property, which was approved by the Rogers Planning Commission last night. Mr. Gleason expressed that he does not believe the City did their proper due diligence, and this is not in the best interest of residents. He stated that the mining will result in a dramatic increase in heavy traffic, and there is already a lot of truck traffic in Rogers. Mr. Gleason added that the company will be digging within two feet of the water table, and the emissions will be dangerous for surrounding residents. Neighborhood tranquility will be reduced in the area, which is zoned for low-density housing. He invites all the board members to come out and talk with the residents in the area, and consider what is in their best interest. He concluded by saying that the neighborhood is going to fight this, and they are looking for support of the City Council.

3. Presentations

None.

4. Approve Agenda

Set as submitted.

5. Consent Agenda

- **5.1 Approval of the September 24, 2024 Workshop Minutes and the September 24. 2024 City Council Meeting Minutes**
- **5.2 Approval of Bills and Claims**
- **5.3 Approval of Application for Gambling Exempt Permit for Rogers High School Graduation Night Supporters**
- **5.4 Approval of Application for Gambling Exempt Permit for CROSS Services**
- **5.5 Setting a Workshop of the City Council for November 12, 2024 at 5:00 p.m. at the Rogers Community Room, 21201 Memorial Drive, Rogers, MN**

5.6 Approval of Resolution 2024-79; Appointing Election Judges and Absentee Ballot Board for the November 5, 2024 General Election

5.7 Approval of 2024-2025 Rogers Youth Hockey Association Ice Contract

5.8 Approve Professional Services Agreement with Bolton & Menk, Inc. for a Topographic Survey of the City's Utility Systems

5.9 Approval of Public Works Equipment Purchases

5.10 Approve Repairs to 2001 Aerial 11

5.11 Approval of the Lions Central Park Camera System

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

6. Public Hearings

Finance Director Bruska provided an update on delinquent utility accounts, and steps taken to collect on the past-due balances. Initially, 813 property owners had delinquent accounts, which is now down to 380 delinquent accounts. Property owners may pay off their past due balance by November 13, and any not paid by that date will be certified to the property.

Mayor Ihli opened the Public Hearing at 7:05 p.m. No one came forward.

Mayor Ihli moved. Councilor Eiden seconded a motion to close the Public Hearing at 7:06 p.m. Motion carried 5-0.

Mayor Ihli moved, Councilor Klick seconded a motion approving Resolution 2024-102, Adopting and Confirming Assessments for Delinquent Sewer, Water, Storm Sewer and Recycling Charges. Motion carried 5-0.

7. General Business

7.1 Approval of Job Description and to Recruit for Mental Health and Wellness Coordinator

Chief of Police Wills shared a background of the request for this position, outlining the purpose and responsibilities of the role in supporting the Rogers Police Department. This work has recently been contracted through Hennepin County, and many deficiencies were encountered. The benefits of bringing this work in-house include improved accountability, dependable office hours, daily on-site location, consistent personnel, local expertise, and ability to be contacted. The financial impact (all in) is $150,000, and the reason the request is coming now is to allow for recruitment time, and the anticipated start would still be in 2025.

Councilor Klick asked about the ability to control the position, and if Hennepin County would work collaboratively with the City to fill the position. Wills stated it seems some of the people who worked for Hennepin County in the program were not clear on the responsibilities, and the turnover has been high. Retention in-house would provide more stability.

Councilor Eiden inquired on what resources are available, should there be a need to get by for another year before hiring for the position. Wills replied that the City currently has the Wellness Program, which would stay intact. That includes another 12 sessions per year per officers. Home Free is also available, however sometimes there is a lag in follow-up time.

Councilor Enga asked if the mental health training portion will include Fire and EMS, and Wills confirmed it would be available for all public safety staff. Councilor Jullie asked for confirmation that the actual hiring process for this position would not occur until after final budget approval, and Wills stated that is correct.

Councilor Eiden asked if it makes sense to start the recruitment process though the position is not yet formally approved. Wills explained the reasoning for starting now, as waiting to start could delay hiring until mid- 2025. Services through Hennepin County will terminate on December 31, 2024.

Councilor Eiden stated that he would like to hear a contingency plan, in the event this is not approved. He noted that he's not diminishing the importance, however this is a sizable budget to sort out by December 10, and he would like to know if there is the possibility of a contingency. Wills stated the City would be on its own to go through Hennepin County, at a cost of approximately $90,000, with the lack of consistency in service.

Councilor Eiden moved, Councilor Enga seconded a motion approving the job description and authorizing recruitment of a Mental Health and Wellness Coordinator. Motion carried 5-0.

7.2 Approval of Playground Replacements for 2025

Parks and Recreation Director Bauer presented details on proposed replacements for Brookside Meadows and Fox Creek West Parks in 2025. A playground inventory has been completed, including equipment installation dates. A few of the playgrounds are well past the date of recommended replacement. The average lifespan is 20-25 years, and some are up to 28 years old. A consultant reviewed the condition of the equipment, finding it to be in poor condition. Bauer listed the issues, including missing pieces of various play structures. He reviewed both refurbishment and replacement options, noting that refurbishment would offer a shorter lifespan.

Accessibility needs were also noted in the inventory process, and recommendations were received for improvements. Bauer showed a rendering of the Brookside Meadows replacement, with a total cost of $303,045. He shared a rendering of the Fox Creek West replacement, with a total cost of $222,891. The costs for these parks include Public Works handling the removal and demo of the existing structures and gravel. Councilor Jullie asked what is done with the old equipment, and Bauer stated that Auction Masters can handle selling it for the City, which is the intention.

Councilor Klick moved, Councilor Enga seconded a motion approving playground replacements for 2025. Motion carried 5-0.

7.3 Approval of Resolution 2024-98 Recognizing Sunday, October 6th – Saturday, October 12th as Fire Prevention Week

Fire Chief Farrens presented a background on Fire Prevention Week, with the focus on reminding people to check smoke alarms. He noted the importance of Fire Prevention Week in bringing awareness to the public.

Councilor Eiden moved, Councilor Klick seconded a motion approving Resolution 2024-98, Recognizing Sunday, October 6th – Saturday, October 12th as Fire Prevention Week. Motion carried 5-0.

8. Other Business

None.

9. Correspondence and Reports

No action taken.

10. Adjourn

Mayor Ihli adjourned the meeting at 8:01 p.m.

Respectfully submitted,

Stacie Brown
City Clerk

STAFF REPORT **Meeting Date**: October 22, 2024

ROGERS CITY COUNCIL **Agenda Item**: 5.2

Subject: Approval of Bills and Claims
Prepared By: Bridget Bruska, Finance Director

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

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

Staff Recommendation
Motion to approve bills and claims as presented.

Financial Impact: **Source Fund**:

Budgeted? N/A

Supporting Documentation
A. AP Cover Sheet
B. 10-04-2024 Checks # 93646-93698 & ACH Payments
C. 10-11-2024 Checks # 93699-93712
D. 10-11-2024 Checks # 93713-93772 & ACH Payments
E. September Purchasing Cards

CITY OF ROGERS
10.22.2024 CITY COUNCIL MEETING
OPERATING ACCOUNTS - ADDITIONAL CLAIMS PAID/TO BE PAID

City Payroll Checks, Taxes & Misc Fees Paid		
10/3/2024	ADP Child Support/Garnishment	689.12
10/3/2024	ADP Direct Deposits	225,156.86
10/11/2024	ADP Fees	1,449.52
10/11/2024	ADP Fees	1,127.25
10/11/2024	ADP Fees	974.10
10/3/2024	ADP Payroll Taxes	87,616.45
10/2/2024	Optum Health Plan Fund	5,845.73
10/10/2024	PERA	66,157.95
10/7/2024	State of MN HCSP	3,397.37
10/7/2024	State of MN - Deferred Comp	9,178.65
10/2/2024	Standard Life Insurance - October	1,572.05
10/3/2024	The Hartford - October	1,897.57
	Payroll & Misc Fee Expenditures	405,062.62
City Checks & ACH Paid		
10/4/2024	City Checks & ACH Paid (93646-93698)	659,417.70
10/11/2024	City Checks (93699-93712)	1,443.84
10/11/2024	City Checks & ACH Paid (93713-93772)	544,151.12
	City Check & ACH Expenditures	1,205,012.66
City Misc ACH/Wires Paid		
10/2/2024	Credit Card Fees City	13,040.52
10/2/2024	Civic Pay Fees Utility Billing	4,321.37
9/18/2024	US Bank Credit Cards - August	33,355.27
10/3/2024	Finnly Sports Payments Credit Card Fees RAC	803.90
10/3/2024	Payment Services Network Processing Fees	373.60
10/11/2024	Wells Fargo Client Analysis Fees	1,678.44
	City ACH/Wire Expenditures	53,573.10
	City Total To Be Approved	**1,663,648.38**
Liquor Misc ACH/Wires Paid		
10/2/2024	Credit Card Processing Fees - Muni	829.79
10/3/2024	Credit Card Processing Fees - RWAS	5,900.67
10/3/2024	Credit Card Processing Fees - RWAS	536.36
10/3/2024	Credit Card Interchange Fees- RWAS	126.96
10/8/2024	Deposit Book Charge RWAS	114.43
10/10/2024	MNDOR - Liquor Sales Tax	42,003.00
	Liquor ACH/Wire Expenditures	49,511.21
	Liquor Total to Be Approved	**49,511.21**

Accounts Payable

Computer Check Proof List by Vendor

User: mrathlisberger@rogersmn.gov
Printed: 10/03/2024 - 11:27AM
Batch: 00001.10.2024

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: actfl	Action Fleet, Inc.			Check Sequence: 1	ACH Enabled: False
I7290	Tint Grill Lights & Side Cargo Lights - New Squ	95.00	10/04/2024	400-420-2100-45500-0000	
I7290	Window Tint After Cracked Windshield	60.00	10/04/2024	100-420-2100-44040-0000	
	Check Total:	155.00			
Vendor: allsa	American Cylinder LLC			Check Sequence: 2	ACH Enabled: False
218891	Recertification Cascade Cylinders '24	115.45	10/04/2024	100-420-2210-44080-0000	
	Check Total:	115.45			
Vendor: ameen	American Engineering Testing Inc			Check Sequence: 3	ACH Enabled: True
INV-218214	Work @ Rogers Fire Station 2	2,767.50	10/04/2024	449-420-2210-43030-2209	
	Check Total:	2,767.50			
Vendor: amewa	American Water Works Assoc. Inc.			Check Sequence: 4	ACH Enabled: False
7002238312	MEMBERSHIP TERM 10/01/2024 - 09/30/2025	79.00	10/04/2024	601-494-9440-44330-0000	
	Check Total:	79.00			
Vendor: atere	ATE Recreation LLC			Check Sequence: 5	ACH Enabled: False
1025	Basketball Hoop At Fox Creek West	3,560.00	10/04/2024	404-450-5200-45300-2005	
	Check Total:	3,560.00			
Vendor: belco	Bellboy Corporation			Check Sequence: 6	ACH Enabled: True
0108908700	Mix	152.95	10/04/2024	609-497-9760-42540-0000	
0205120500	Wine	317.00	10/04/2024	609-497-9760-42530-0000	
0205120500	THC	474.68	10/04/2024	609-497-9760-42535-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	944.63			
Vendor: bigd	Big-D Construction			Check Sequence: 7	ACH Enabled: False
RNC24-000240	Refund Portion Of The Warning Siren Fee	900.00	10/04/2024	100-420-2500-32259-0000	
	Check Total:	900.00			
Vendor: boytr	Boyer Ford Trucks, Inc.			Check Sequence: 8	ACH Enabled: True
093P20833	29552705 SEAL - #40-004	85.42	10/04/2024	100-430-3000-42103-0000	
093S5719	Diagnostics & Remove Open Door Alarm - #40-	170.15	10/04/2024	100-430-3000-42103-0000	
	Check Total:	255.57			
Vendor: Wirbe	BreakThru Beverage Minnesota Wine & Sprirts			Check Sequence: 9	ACH Enabled: True
117786672	Liquor	18,546.18	10/04/2024	609-497-9760-42510-0000	
117786672	Wine	567.25	10/04/2024	609-497-9760-42530-0000	
117806421	Liquor	290.34	10/04/2024	609-497-9760-42510-0000	
117897191	Liquor	8,749.92	10/04/2024	609-497-9760-42510-0000	
	Check Total:	28,153.69			
Vendor: capbe	Capitol Beverage			Check Sequence: 10	ACH Enabled: True
3025931	NA/Pop	72.89	10/04/2024	609-497-9760-42540-0000	
3025931	THC	170.00	10/04/2024	609-497-9760-42535-0000	
3025931	Wine	411.00	10/04/2024	609-497-9760-42530-0000	
3025931	Beer	6,561.80	10/04/2024	609-497-9760-42520-0000	
3025931	Liquor	791.10	10/04/2024	609-497-9760-42510-0000	
3037879	Pop Credit	-1.87	10/04/2024	609-497-9760-42540-0000	
3037879	Beer Credit	-51.73	10/04/2024	609-497-9760-42520-0000	
3037980	THC	76.00	10/04/2024	609-497-9760-42535-0000	
3037980	Beer	3,994.90	10/04/2024	609-497-9760-42520-0000	
3037980	NA/Mix	273.13	10/04/2024	609-497-9760-42540-0000	
3040985	THC	191.00	10/04/2024	609-497-9760-42535-0000	
3040985	Liquor	256.50	10/04/2024	609-497-9760-42510-0000	
3040985	Beer	5,675.45	10/04/2024	609-497-9760-42520-0000	
3040985	NA/Pop	75.50	10/04/2024	609-497-9760-42540-0000	
3041357	Muni Bar Mix	32.00	10/04/2024	609-497-9770-42540-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
3041357	Muni Offsale Beer	113.50	10/04/2024	609-497-9770-42521-0000	
3041357	Muni Bar Beer	190.00	10/04/2024	609-497-9770-42520-0000	
	Check Total:	18,831.17			
Vendor: cdwgo	CDW Government			Check Sequence: 11	ACH Enabled: False
AA4W17K	Sharepoint Development	1,720.39	10/04/2024	609-497-9760-43190-0000	
AA5JK6Y	RWAS Dock Station	124.55	10/04/2024	609-497-9760-43190-0000	
AA6A26J	RWAS Computer	278.99	10/04/2024	609-497-9760-43190-0000	
AA6A62N	RWAS Computer	278.99	10/04/2024	609-497-9760-43190-0000	
AA6YJ7N	Phone Chargers - Capt Beck	170.92	10/04/2024	100-420-2100-42100-0000	
	Check Total:	2,573.84			
Vendor: cencu	Center Cut Meats, LLC			Check Sequence: 12	ACH Enabled: True
September 2024	Senior Dining - September	1,359.00	10/04/2024	100-450-5186-43444-0000	
	Check Total:	1,359.00			
Vendor: cenhy	Central Hydraulics, Inc.			Check Sequence: 13	ACH Enabled: True
00627426	U25-3.00-37B U-SEAL	40.80	10/04/2024	100-430-3120-44040-0000	
00627426	MISC SHOP SUPPLIES - EXEMPT	15.00	10/04/2024	100-430-3120-44040-0000	
00627426	568-337 O-RING	1.37	10/04/2024	100-430-3120-44040-0000	
00627426	LABOR-REPAIR	577.50	10/04/2024	100-430-3120-44040-0000	
00627426	568-119 O-RING	0.16	10/04/2024	100-430-3120-44040-0000	
00627426	MCN-2003 WIPER SEAL	8.36	10/04/2024	100-430-3120-44040-0000	
00627426	U18-2.00-37B 2.00 X 2.375 X 0.375 U-SEAL	12.76	10/04/2024	100-430-3120-44040-0000	
00627426	CH IND 2.00 2.000" CHROME ROD 100K-IHC	84.88	10/04/2024	100-430-3120-44040-0000	
	Check Total:	740.83			
Vendor: embpw	Century Link			Check Sequence: 14	ACH Enabled: False
313975749	TELEPHONE SERVICE - RAC September	187.01	10/04/2024	205-450-5205-43210-0000	
313975749	TELEPHONE SERVICE - PW September	230.79	10/04/2024	100-430-3000-43210-0000	
313975749	TELEPHONE SERVICE - WTR September	59.38	10/04/2024	601-494-9440-43210-0000	
313975749	TELEPHONE SERVICE - SWR September	53.34	10/04/2024	602-495-9490-43210-0000	
	Check Total:	530.52			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: berbe	Chas. A. Bernick, Inc.			Check Sequence: 15	ACH Enabled: False
10265482	THC	284.72	10/04/2024	609-497-9760-42535-0000	
10265483	Beer	890.30	10/04/2024	609-497-9760-42520-0000	
10265484	Beer Credit	-13.80	10/04/2024	609-497-9760-42520-0000	
10268121	THC	311.94	10/04/2024	609-497-9760-42535-0000	
10268122	NA	57.40	10/04/2024	609-497-9760-42540-0000	
10268122	Beer	617.50	10/04/2024	609-497-9760-42520-0000	
10268122	Liquor	60.00	10/04/2024	609-497-9760-42510-0000	
	Check Total:	2,208.06			
Vendor: cinco	Cintas Corporation			Check Sequence: 16	ACH Enabled: True
4204942364	RWAS Mats & Towels 9/11/24	144.82	10/04/2024	609-497-9760-43100-0000	
4205654995	Muni Mats 9/18/24	76.15	10/04/2024	609-497-9770-43100-0000	
4206378596	Uniform - SWR 9/25/24	6.04	10/04/2024	602-495-9490-42180-0000	
4206378596	Uniform - WTR 9/25/24	6.05	10/04/2024	601-494-9440-42180-0000	
4206378596	Uniform - Gen'l. Gov't. Bldgs. 9/25/24	2.95	10/04/2024	100-410-1940-42180-0000	
4206378596	Uniform - PK 9/25/24	16.72	10/04/2024	100-450-5200-42180-0000	
4206378596	Uniform - Janitorial 9/25/24	2.24	10/04/2024	100-410-1940-44060-0000	
4206378596	Mats & Towels 9/25/24	45.34	10/04/2024	100-430-3000-44060-0000	
4206378596	Uniform - PW 9/25/24	23.46	10/04/2024	100-430-3000-42180-0000	
4206383169	RWAS Mats 9/25/24	93.79	10/04/2024	609-497-9760-43100-0000	
4206383230	Community Room Floor Mats 9/25/24	8.86	10/04/2024	100-410-1941-44060-0000	
	Check Total:	426.42			
Vendor: annta	City of Annandale			Check Sequence: 17	ACH Enabled: False
24-027	Training Center Rental Fee - UOF	1,010.00	10/04/2024	100-420-2100-44360-0000	
	Check Total:	1,010.00			
Vendor: citro	City of Rogers			Check Sequence: 18	ACH Enabled: False
012957-000	Tillman House August	0.87	10/04/2024	100-410-1940-43820-0000	
	Check Total:	0.87			
Vendor: crela	Creative Laminating Inc			Check Sequence: 19	ACH Enabled: False
144033	Labor Law Poster Lamination	34.03	10/04/2024	100-420-2210-42100-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	34.03			
Vendor: dahdi	Dahlheimer Distributing Co.			Check Sequence: 20	ACH Enabled: True
2279233	Beer Buydown	-778.20	10/04/2024	609-497-9760-42520-0000	
2284594	NA	140.00	10/04/2024	609-497-9760-42540-0000	
2284594	Beer	7,616.33	10/04/2024	609-497-9760-42520-0000	
2284594	THC	390.00	10/04/2024	609-497-9760-42535-0000	
2284709	Muni Bar Liquor	157.80	10/04/2024	609-497-9770-42510-0000	
2284709	Muni Bar Beer	712.80	10/04/2024	609-497-9770-42520-0000	
2288004	Muni-Plastic Glasses	110.00	10/04/2024	609-497-9770-42100-0000	
2288004	Beer	501.35	10/04/2024	609-497-9760-42520-0000	
2288004	Muni Bar Beer	207.00	10/04/2024	609-497-9770-42520-0000	
2288004	NA	30.00	10/04/2024	609-497-9760-42540-0000	
2288004	Liquor	142.20	10/04/2024	609-497-9760-42510-0000	
2289347	Muni Bar Liquor	52.60	10/04/2024	609-497-9770-42510-0000	
2289347	Muni Bar Beer	409.90	10/04/2024	609-497-9770-42520-0000	
2290392	Beer	14,909.90	10/04/2024	609-497-9760-42520-0000	
	Check Total:	24,601.68			
Vendor: dehfi	Dehmer Fire Protection LLC			Check Sequence: 21	ACH Enabled: False
1760	All Fire Extinguisher Annual Maintenance	1,981.50	10/04/2024	100-410-1940-43100-0000	
	Check Total:	1,981.50			
Vendor: worman	DEX Sustainables Inc			Check Sequence: 22	ACH Enabled: False
26871	THC	303.10	10/04/2024	609-497-9760-42535-0000	
	Check Total:	303.10			
Vendor: cldis	Dick Family Inc.			Check Sequence: 23	ACH Enabled: True
1959560	THC	900.00	10/04/2024	609-497-9760-42535-0000	
1959560	Beer	516.35	10/04/2024	609-497-9760-42520-0000	
1980651	Beer	543.00	10/04/2024	609-497-9760-42520-0000	
2465000436	Beer Credit	-13.58	10/04/2024	609-497-9760-42520-0000	
	Check Total:	1,945.77			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: facmo	Elliot Auto Supply Co, Inc.			Check Sequence: 24	ACH Enabled: False
1-10095322	Core Charge	16.00	10/04/2024	100-430-3000-42160-0000	
1-10095322	SPLASH -20F 55 DRUM	136.17	10/04/2024	100-430-3000-42160-0000	
1-10105967	Drum Deposit Returned	-16.00	10/04/2024	100-430-3000-42160-0000	
1-10119849	WIX 57502MP Oil Filters	40.08	10/04/2024	100-430-3000-42103-0000	
1-10120794	MTC SW7284 BB5Z14529AA SWITCH - WIN	97.60	10/04/2024	100-430-3000-42103-0000	
	Check Total:	273.85			
Vendor: essbr	Ess Brothers & Sons Inc			Check Sequence: 25	ACH Enabled: True
EE7408	Truncated Domes-0107 2 X 2QC Unpaintd-Fox	360.00	10/04/2024	404-450-5200-45300-0000	
	Check Total:	360.00			
Vendor: eulma	Eull's Manufacturing Co., Inc.			Check Sequence: 26	ACH Enabled: False
065928	4" CONCRETE HEADWALL	418.00	10/04/2024	603-496-9495-42104-0000	
	Check Total:	418.00			
Vendor: expsi	Express Signs Inc			Check Sequence: 27	ACH Enabled: False
INV-8986	10/2/2024 - 11/8/2024 FALL HYDRANT FLUSI	225.00	10/04/2024	601-494-9440-44100-0000	
	Check Total:	225.00			
Vendor: geagr	GearGrid LLC			Check Sequence: 28	ACH Enabled: False
0024942-IN	Lockers-St 2	2,273.00	10/04/2024	449-420-2210-45200-2209	
	Check Total:	2,273.00			
Vendor: jazju	Samantha Girard			Check Sequence: 29	ACH Enabled: False
9282024	Muni Entertain 9 28 2024	350.00	10/04/2024	609-497-9770-43430-0000	
	Check Total:	350.00			
Vendor: guape	Guardian Pest Solutions, Inc.			Check Sequence: 30	ACH Enabled: False
2602381	Hassan Town Tall Pest Control September	33.60	10/04/2024	100-410-1940-43100-0000	
2602382	Muni Pest September	44.71	10/04/2024	609-497-9770-43100-0000	
2603938	Commercial Pest Control September	16.20	10/04/2024	100-410-1940-43140-0000	
2603938	Commercial Pest Control September	37.80	10/04/2024	100-430-3000-43140-0000	
2604183	Commercial Pest Control - PD September	54.00	10/04/2024	100-420-2100-43140-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	186.31			
Vendor: hegpi	Heggie's Pizza LLC			Check Sequence: 31	ACH Enabled: False
1222095033	Muni Pizza For Resale	352.00	10/04/2024	609-497-9770-42550-0000	
	Check Total:	352.00			
Vendor: hencotax	Hennepin County Treasurer			Check Sequence: 32	ACH Enabled: False
09302024	For Plat Review	710.00	10/04/2024	404-450-5200-43030-2303	
	Check Total:	710.00			
Vendor: hunan	Andrea Hunt			Check Sequence: 33	ACH Enabled: False
092424	Mileage Reimbursement - Hunt - BCA Training	91.12	10/04/2024	100-420-2100-44360-0000	
	Check Total:	91.12			
Vendor: impda	Imperial Dade			Check Sequence: 34	ACH Enabled: False
4286651	Window Washer And Accessories	3,633.60	10/04/2024	100-410-1940-42104-0000	
4288605	Squeegee	58.29	10/04/2024	205-450-5205-42105-0000	
4288605	Cleaning Supplies TP Hand Wash & PC Wand	381.41	10/04/2024	205-450-5205-42100-0000	
	Check Total:	4,073.30			
Vendor: inbre	Insight Brewing			Check Sequence: 35	ACH Enabled: False
18507	THC	1,085.00	10/04/2024	609-497-9760-42535-0000	
	Check Total:	1,085.00			
Vendor: intinc	Intereum Inc			Check Sequence: 36	ACH Enabled: True
211674	Great Hall & Meeting Room AV Repair	1,990.40	10/04/2024	100-410-1941-44040-0000	
212018	IS Systems-St 2	48,718.47	10/04/2024	449-420-2210-45200-2209	
	Check Total:	50,708.87			
Vendor: johbr	Johnson Brothers Liquor Co.			Check Sequence: 37	ACH Enabled: False
2626443	Liquor	635.79	10/04/2024	609-497-9760-42510-0000	
2626444	Wine	351.00	10/04/2024	609-497-9760-42530-0000	
2626476	Liquor	1,447.44	10/04/2024	609-497-9760-42510-0000	
2626477	Liquor	2,307.80	10/04/2024	609-497-9760-42510-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
2626478	Wine	1,575.10	10/04/2024	609-497-9760-42530-0000	
2631233	Liquor	460.30	10/04/2024	609-497-9760-42510-0000	
2631234	Wine	1,316.25	10/04/2024	609-497-9760-42530-0000	
2631268	Liquor	1,208.17	10/04/2024	609-497-9760-42510-0000	
2631269	Liquor	4,437.35	10/04/2024	609-497-9760-42510-0000	
2631270	Wine	2,902.95	10/04/2024	609-497-9760-42530-0000	
3712714	Beer	143.05	10/04/2024	609-497-9760-42520-0000	
3714410	THC	1,110.00	10/04/2024	609-497-9760-42535-0000	
6849056	Wine	118.65	10/04/2024	609-497-9760-42530-0000	
6849067	Muni Bar Liquor	847.57	10/04/2024	609-497-9770-42510-0000	
6849091	Liquor	381.55	10/04/2024	609-497-9760-42510-0000	
6849092	Wine	914.80	10/04/2024	609-497-9760-42530-0000	
6849093	Mix	267.85	10/04/2024	609-497-9760-42540-0000	
6852908	Mix	203.55	10/04/2024	609-497-9760-42540-0000	
6852937	Liquor	2,325.64	10/04/2024	609-497-9760-42510-0000	
6852938	Wine	1,126.65	10/04/2024	609-497-9760-42530-0000	
6852939	Mix	96.45	10/04/2024	609-497-9760-42540-0000	
7488895	Wine	2,407.29	10/04/2024	609-497-9760-42530-0000	
	Check Total:	26,585.20			
Vendor: shagr	Kelbro Company			Check Sequence: 38	ACH Enabled: False
3068327	Ice	65.16	10/04/2024	609-497-9760-42570-0000	
3068814	Ice	276.78	10/04/2024	609-497-9760-42570-0000	
3070400	Muni Mix	224.65	10/04/2024	609-497-9770-42540-0000	
	Check Total:	566.59			
Vendor: kniri	Knife River Corp - N. Central			Check Sequence: 39	ACH Enabled: False
1081615	Concrete For Ped Ramp @ Fox Creek Trail	1,015.00	10/04/2024	404-450-5200-45300-0000	
1081615	Concrete To Set Speed Signs	507.50	10/04/2024	100-430-3000-42260-0000	
	Check Total:	1,522.50			
Vendor: kreje	Jeremy Kreps			Check Sequence: 40	ACH Enabled: False
P24-000063	Bldg Permit Surcharge	1.00	10/04/2024	100-000-0000-22020-0000	
P24-000063	Plumbing Permit Fee	50.00	10/04/2024	100-420-2400-32222-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	51.00			
Vendor: lakre	Lake Restoration, Inc.			Check Sequence: 41	ACH Enabled: False
INV059798	POND TREATMENT: Treated On 9/19/24	370.00	10/04/2024	603-496-9495-43100-0000	
	Check Total:	370.00			
Vendor: lawpr	Lawson Products			Check Sequence: 42	ACH Enabled: False
9311863098	Various Seals Washers Nuts Screws Etc.	499.34	10/04/2024	100-430-3000-42100-0000	
9311867200	Blue Grease HT Multipurpose Grease	13.24	10/04/2024	100-430-3000-42120-0000	
9311867200	Thick H.D. Red Grease 16 Oz.	30.22	10/04/2024	100-430-3000-42120-0000	
9311874380	12X12 Fern Jicsw90Lz-Series Ftg	80.30	10/04/2024	100-430-3000-42100-0000	
9311882259	3/4 Thru-Hardened Steel Flat Washer	71.46	10/04/2024	100-430-3000-42100-0000	
9311886159	1/4-20X112 Phil Flat HD Mach Screws	27.33	10/04/2024	100-430-3000-42100-0000	
	Check Total:	721.89			
Vendor: mamun	M Amundson Cigar & Candy Co LLP			Check Sequence: 43	ACH Enabled: True
390467	Tobacco	1,281.08	10/04/2024	609-497-9760-42560-0000	
390467	Tubes Shot Glasses & Cups	329.94	10/04/2024	609-497-9760-42580-0000	
390467	Mix	33.60	10/04/2024	609-497-9760-42540-0000	
	Check Total:	1,644.62			
Vendor: maceq	MacQueen Equipment, Inc.			Check Sequence: 44	ACH Enabled: True
P36026	Annual SCBA Flow Testing '24	3,350.00	10/04/2024	100-420-2210-44080-0000	
P36366	SCBA Valve Repair	281.00	10/04/2024	100-420-2210-44040-0000	
	Check Total:	3,631.00			
Vendor: cleri	McDonald Distributing Company			Check Sequence: 45	ACH Enabled: True
769958	Beer	130.00	10/04/2024	609-497-9760-42520-0000	
	Check Total:	130.00			
Vendor: menar	Menards, Inc.			Check Sequence: 46	ACH Enabled: True
37652	5000 PSI CONCRETE MIX	305.92	10/04/2024	100-420-2100-42102-0000	
37801	WIRED STEM MNT. PHOTOCELL	9.99	10/04/2024	100-410-1940-42102-0000	
37801	UNIVERSAL PHOTO EYE	23.98	10/04/2024	100-410-1940-42102-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
37872	SHOVEL LHSP MF	32.99	10/04/2024	100-430-3120-42105-0000	
37872	SHOVEL LHRP MF	32.99	10/04/2024	100-430-3120-42105-0000	
37872	7-1/2" BENTDIAG CUT PLIER	16.99	10/04/2024	100-430-3120-42105-0000	
37872	500' REINF CAUTION TAPE	19.97	10/04/2024	100-430-3120-42100-0000	
37872	SHOVEL LHSP FGL MF	41.76	10/04/2024	100-430-3120-42105-0000	
37872	3FT MEASURING WHEEL	64.97	10/04/2024	100-430-3120-42105-0000	
37872	24" BOX LEVEL	24.99	10/04/2024	100-430-3120-42105-0000	
37872	LEVEL HEAD RAKE 16T MF	32.99	10/04/2024	100-430-3120-42105-0000	
37872	MF 36" SS WRECKING BAR	15.99	10/04/2024	100-430-3120-42105-0000	
	Check Total:	623.53			
Vendor: metcou	Metropolitan Council Environmental Services			Check Sequence: 47	ACH Enabled: True
0001178113	November 2024 METC Services	108,852.80	10/04/2024	602-495-9490-43115-0000	
	Check Total:	108,852.80			
Vendor: mfscb	MFSCB			Check Sequence: 48	ACH Enabled: False
13166	Certification Renewals '24	1,470.00	10/04/2024	100-420-2210-44360-0000	
	Check Total:	1,470.00			
Vendor: towma	Monroe Towmaster LLC			Check Sequence: 49	ACH Enabled: True
472448	1920538 VIBRATOR UNIT ONLY DC3200 - #4	665.22	10/04/2024	100-430-3120-42103-0000	
	Check Total:	665.22			
Vendor: myeti	Myers Tire Supply			Check Sequence: 50	ACH Enabled: False
43616503	Autel 20Pk SnapIn TPMS Sensors 315 Mhz And	1,947.48	10/04/2024	100-430-3000-42100-0000	
	Check Total:	1,947.48			
Vendor: napa	NAPA Auto Parts			Check Sequence: 51	ACH Enabled: False
362852	NEW EQUIPM YEL AEROSO	13.50	10/04/2024	100-430-3000-42100-0000	
	Check Total:	13.50			
Vendor: nelbe	Ben Nelson			Check Sequence: 52	ACH Enabled: False
621504	Damage Deposit Refund	500.00	10/04/2024	100-000-0000-22000-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	500.00			
Vendor: norto	Northern Tool & Equipment			Check Sequence: 53	ACH Enabled: False
540501269242247	164886-HB 1LB .030 ER4043 ALUM	32.38	10/04/2024	100-430-3000-42100-0000	
	Check Total:	32.38			
Vendor: nbh	Nothing But Hemp LLC			Check Sequence: 54	ACH Enabled: True
2090	THC	864.00	10/04/2024	609-497-9760-42535-0000	
	Check Total:	864.00			
Vendor: offde	Office Depot			Check Sequence: 55	ACH Enabled: False
384626872001	Office Supplies - Batteries And Notary Stamp In	144.22	10/04/2024	100-420-2100-42000-0000	
	Check Total:	144.22			
Vendor: omabr	Omann Brothers Inc.			Check Sequence: 56	ACH Enabled: False
18353*	24.03 AC Fines Mix	2,162.70	10/04/2024	100-430-3120-42240-0000	
18369*	36.11 AC Fines Mix	3,249.90	10/04/2024	100-430-3120-42240-0000	
	Check Total:	5,412.60			
Vendor: palwe	Palmer-West Construction Co. Inc.			Check Sequence: 57	ACH Enabled: True
44356	Replace Drain Lead @ PW Building	868.00	10/04/2024	100-430-3000-44010-0000	
	Check Total:	868.00			
Vendor: pauso	Paustis & Sons			Check Sequence: 58	ACH Enabled: True
247212	Wine	1,208.00	10/04/2024	609-497-9760-42530-0000	
	Check Total:	1,208.00			
Vendor: reifo	Performance Food Group			Check Sequence: 59	ACH Enabled: False
274819	Muni Popcorn Salt	40.56	10/04/2024	609-497-9770-42100-0000	
281703	Muni Trays & Popcorn Oil	132.45	10/04/2024	609-497-9770-42100-0000	
	Check Total:	173.01			
Vendor: potso	Potentia MN Solar Fund 1, LLC			Check Sequence: 60	ACH Enabled: True
MN-INV-2408-165	RAC Solar - August	6,303.58	10/04/2024	205-450-5205-43810-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
MN-INV-2408-172	PD Solar - August	1,078.30	10/04/2024	100-420-2100-43810-0000	
MN-INV-2408-173	Well 6 Solar - August	1,302.71	10/04/2024	601-494-9440-43810-0000	
MN-INV-2408-174	Water Booster Station Solar - August	1,302.71	10/04/2024	601-494-9440-43810-0000	
MN-INV-2408-175	Well 5 Solar - August	1,302.71	10/04/2024	601-494-9440-43810-0000	
MN-INV-2408-176	Well 7 Solar - August	1,302.71	10/04/2024	601-494-9440-43810-0000	
MN-INV-2408-181	RAC Solar - August	4,179.08	10/04/2024	205-450-5205-43810-0000	
MN-INV-2408-182	PD Solar - August	1,705.45	10/04/2024	100-420-2100-43810-0000	
MN-INV-2408-187	Fire Dept. Solar - August	660.77	10/04/2024	100-420-2210-43810-0000	
MN-INV-2408-187	Community Room Solar - August	840.99	10/04/2024	100-410-1941-43810-0000	
MN-INV-2408-188	CH Solar - August	578.03	10/04/2024	100-410-1940-43810-0000	
MN-INV-2408-188	PW Solar - August	1,348.75	10/04/2024	100-430-3000-43810-0000	
MN-INV-2408-189	RWAS Solar - August	3,082.86	10/04/2024	609-497-9760-43810-0000	
	Check Total:	24,988.65			
Vendor: premr	PreCise MRM LLC			Check Sequence: 61	ACH Enabled: True
IN200-2000348	5MB Flat Data Plan US With NAF C-US-5MB	240.00	10/04/2024	100-430-3120-43190-0000	
	Check Total:	240.00			
Vendor: legsh	Pre-Paid Legal Services, Inc			Check Sequence: 62	ACH Enabled: False
152672	EE Paid Insurance Premiums - September 2024	31.90	10/04/2024	100-000-0000-21751-0000	
	Check Total:	31.90			
Vendor: repse	Republic Services #899			Check Sequence: 63	ACH Enabled: False
0899-004553458	Refuse CR-Aug '24	257.27	10/04/2024	100-410-1941-43840-0000	
0899-004553458	Refuse-FD -Aug '24	28.59	10/04/2024	100-420-2210-43840-0000	
	Check Total:	285.86			
Vendor: tragr	RFS Enterprises Inc			Check Sequence: 64	ACH Enabled: True
302728	R21 Door Decals	352.79	10/04/2024	100-420-2210-44040-0000	
	Check Total:	352.79			
Vendor: rjkool	RJ Kool Midwest Inc			Check Sequence: 65	ACH Enabled: False
14105	Washer/Dryer/Extractor-St 2	28,220.00	10/04/2024	449-420-2210-45200-2209	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	28,220.00			
Vendor: rogfi	Rogers Fire Dept Relief Assoc			Check Sequence: 66	ACH Enabled: False
0009112877	2024 City Contribution To FRA	19,000.00	10/04/2024	100-420-2210-44900-0000	
0009112877	2024 Fire State Aid	176,679.83	10/04/2024	100-420-2210-44390-0000	
0009112877	2024 Fire State Aid - Supplemental	27,865.87	10/04/2024	100-420-2210-44390-0000	
	Check Total:	223,545.70			
Vendor: rogtr	Rogers True Value Hardware Inc			Check Sequence: 67	ACH Enabled: False
28573	Paint-Air Tank Bottle	8.99	10/04/2024	100-420-2210-44040-0000	
28577	36" Wrecking Bar	27.99	10/04/2024	601-494-9440-42105-0000	
28577	GAL Cleaner/Degreaser	9.99	10/04/2024	601-494-9440-42100-0000	
28577	19OZ Brake Cleaner	16.98	10/04/2024	601-494-9440-42100-0000	
28582	DURA 8PK C Alk Battery	21.99	10/04/2024	100-420-2210-42102-0000	
28589	BUILDERS & HEAVY HDWE	6.90	10/04/2024	100-430-3120-42100-0000	
28589	Razorback LHSP Shovel	37.99	10/04/2024	100-430-3120-42105-0000	
28596	6PK Bungee Cord ASSTD	14.99	10/04/2024	100-430-3000-42100-0000	
	Check Total:	145.82			
Vendor: souwi	Southern Glazers Wine & Spirits of Minnesota			Check Sequence: 68	ACH Enabled: False
2530917	Liquor	608.78	10/04/2024	609-497-9760-42510-0000	
2530918	Liquor	6,364.69	10/04/2024	609-497-9760-42510-0000	
2530919	Mix	94.84	10/04/2024	609-497-9760-42540-0000	
2530920	Wine	1,029.13	10/04/2024	609-497-9760-42530-0000	
2533828	Liquor	6,743.93	10/04/2024	609-497-9760-42510-0000	
2533829	Wine	847.67	10/04/2024	609-497-9760-42530-0000	
	Check Total:	15,689.04			
Vendor: sprso	Springbrook Holding Co LLC			Check Sequence: 69	ACH Enabled: False
INV-018408	Finance Suite Subscription December 2024	185.15	10/04/2024	609-497-9760-43190-0000	
INV-018408	Enterprise Connector Subscription December 20	127.78	10/04/2024	100-410-1520-43190-0000	
INV-018408	Enterprise Connector Subscription Jan - Nov 202	287.52	10/04/2024	602-000-0000-15500-0000	
INV-018408	UB Subscription Jan - Nov 2025	1,216.85	10/04/2024	100-000-0000-15500-0000	
INV-018408	Finance Suite Subscription December 2024	185.15	10/04/2024	602-495-9490-43190-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
INV-018408	Enterprise Connector Subscription Jan - Nov 202	1,405.67	10/04/2024	100-000-0000-15500-0000	
INV-018408	UB Subscription Jan - Nov 2025	4,258.98	10/04/2024	602-000-0000-15500-0000	
INV-018408	Enterprise Connector Subscription December 20	26.14	10/04/2024	602-495-9490-43190-0000	
INV-018408	Enterprise Connector Subscription December 20	26.14	10/04/2024	601-494-9440-43190-0000	
INV-018408	UB Subscription December 2024	387.18	10/04/2024	602-495-9490-43190-0000	
INV-018408	UB Subscription December 2024	387.18	10/04/2024	601-494-9440-43190-0000	
INV-018408	Enterprise Connector Subscription December 20	26.14	10/04/2024	609-497-9760-43190-0000	
INV-018408	Enterprise Connector Subscription Jan - Nov 202	287.52	10/04/2024	603-000-0000-15500-0000	
INV-018408	Finance Suite Subscription Jan - Nov 2025	2,036.61	10/04/2024	603-000-0000-15500-0000	
INV-018408	Enterprise Connector Subscription Jan - Nov 202	287.52	10/04/2024	609-000-0000-15500-0000	
INV-018408	Finance Suite Subscription December 2024	905.15	10/04/2024	100-410-1520-43190-0000	
INV-018408	Finance Suite Subscription Jan - Nov 2025	2,036.61	10/04/2024	601-000-0000-15500-0000	
INV-018408	Finance Suite Subscription Jan - Nov 2025	2,036.61	10/04/2024	602-000-0000-15500-0000	
INV-018408	Finance Suite Subscription Jan - Nov 2025	2,036.61	10/04/2024	609-000-0000-15500-0000	
INV-018408	Enterprise Connector Subscription December 20	26.14	10/04/2024	603-496-9495-43190-0000	
INV-018408	UB Subscription Jan - Nov 2025	4,258.98	10/04/2024	601-000-0000-15500-0000	
INV-018408	UB Subscription December 2024	221.25	10/04/2024	603-496-9495-43190-0000	
INV-018408	Finance Suite Subscription December 2024	185.15	10/04/2024	603-496-9495-43190-0000	
INV-018408	UB Subscription December 2024	110.62	10/04/2024	100-430-3245-43190-0000	
INV-018408	Finance Suite Subscription December 2024	185.15	10/04/2024	601-494-9440-43190-0000	
INV-018408	Enterprise Connector Subscription Jan - Nov 202	287.52	10/04/2024	601-000-0000-15500-0000	
INV-018408	Finance Suite Subscription Jan - Nov 2025	9,956.76	10/04/2024	100-000-0000-15500-0000	
INV-018408	UB Subscription Jan - Nov 2025	2,433.70	10/04/2024	603-000-0000-15500-0000	
	Check Total:	35,811.78			
Vendor: strei	Streicher's Inc.			Check Sequence: 70	ACH Enabled: False
I1720575	2024 Officer Wellness Allowance - Foster	149.99	10/04/2024	207-420-2100-42105-0000	
I1720601	Uniforms - Vest - Beck	338.97	10/04/2024	100-420-2100-42180-0000	
I1720607	Uniform - Belt Cases - Beck	197.96	10/04/2024	100-420-2100-42180-0000	
I1720760	Uniforms - Reserve Steele	584.92	10/04/2024	100-420-2100-42180-0000	
I1720991	2024 Officer Wellness Order - Foster	184.99	10/04/2024	207-420-2100-42105-0000	
	Check Total:	1,456.83			
Vendor: sumla	Summer Lakes Beverage LLC			Check Sequence: 71	ACH Enabled: True

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
8354	Mix	181.50	10/04/2024	609-497-9760-42540-0000	
	Check Total:	181.50			
Vendor: carbu	Tegrete			Check Sequence: 72	ACH Enabled: True
112995	Muni Cleaning September	1,533.75	10/04/2024	609-497-9770-44060-0000	
	Check Total:	1,533.75			
Vendor: onene	theipguys.net LLC			Check Sequence: 73	ACH Enabled: False
0-506398	RWAS Internet October	167.64	10/04/2024	609-497-9760-43250-0000	
D-506237	Muni Internet October	167.64	10/04/2024	609-497-9770-43250-0000	
	Check Total:	335.28			
Vendor: twicig	Twin City Garage Door Co.			Check Sequence: 74	ACH Enabled: False
386299946	RWAS Door Repair	200.00	10/04/2024	609-497-9760-44010-0000	
	Check Total:	200.00			
Vendor: serth	US Ice Rink Association			Check Sequence: 75	ACH Enabled: False
4974	Facility Membership Fee Jan - Oct 2025	291.67	10/04/2024	205-000-0000-15500-0000	
4974	Facility Membership Fee Nov - Dec 2024	58.33	10/04/2024	205-450-5205-44330-0000	
	Check Total:	350.00			
Vendor: usilo	USIC Holdings, Inc			Check Sequence: 76	ACH Enabled: False
685653	Locates 9/16/24 - 9/22/24	53.75	10/04/2024	602-495-9490-43150-0000	
685653	Locates 9/16/24 - 9/22/24	53.75	10/04/2024	601-494-9440-43150-0000	
685653	Locates 9/16/24 - 9/22/24	17.50	10/04/2024	603-496-9495-43150-0000	
	Check Total:	125.00			
Vendor: verwi	Verizon Wireless Services, LLC			Check Sequence: 77	ACH Enabled: True
9973034351	Verizon FD-Aug '24	570.16	10/04/2024	100-420-2210-43210-0000	
	Check Total:	570.16			
Vendor: vescu	Vescio's Customizing & Restor.			Check Sequence: 78	ACH Enabled: False
9659	R21 Door Repair	2,600.00	10/04/2024	100-420-2210-44040-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	2,600.00			
Vendor: vinin	Vinocopia Inc			Check Sequence: 79	ACH Enabled: True
0358610-IN	Muni Bar Liquor	304.50	10/04/2024	609-497-9770-42510-0000	
0358708-IN	Liquor	611.50	10/04/2024	609-497-9760-42510-0000	
0358709-IN	Wine	730.04	10/04/2024	609-497-9760-42530-0000	
0358709-IN	Mix	348.00	10/04/2024	609-497-9760-42540-0000	
0358709-IN	Liquor	795.00	10/04/2024	609-497-9760-42510-0000	
	Check Total:	2,789.04			
Vendor: grain	W.W. Grainger, Inc.			Check Sequence: 80	ACH Enabled: True
9257243460	OSHA Approved Air Nozzle	42.10	10/04/2024	100-420-2210-42105-0000	
9260350252	Credit-Back CO Detector	-47.77	10/04/2024	100-420-2210-42105-0000	
9260553087	CO Detectors X2	140.40	10/04/2024	100-420-2210-42105-0000	
9263759210	OSHA Safety Signs	24.66	10/04/2024	100-420-2210-42102-0000	
	Check Total:	159.39			
Vendor: webal	Webaloo LLC			Check Sequence: 81	ACH Enabled: True
13598-17169	Communications Consultant 9/16/24 - 9/20/24	65.00	10/04/2024	100-410-1325-43100-0000	
	Check Total:	65.00			
Vendor: wolda	WOLD Architects and Engineers			Check Sequence: 82	ACH Enabled: True
96228	2023 New Fire Station	3,229.97	10/04/2024	449-420-2210-43030-2209	
	Check Total:	3,229.97			
Vendor: wrihe	Wright-Hennepin Coop Electric Assn			Check Sequence: 83	ACH Enabled: True
35031609654	Streetlights - Unmetered August	506.80	10/04/2024	100-430-3120-43160-0000	
	Check Total:	506.80			
Vendor: xcele	Xcel Energy			Check Sequence: 84	ACH Enabled: False
51-0014705272-9	FIRE STATION 2 - 14125 NORTHDALE 8/28/2	39.17	10/04/2024	449-420-2210-44310-2209	
	Check Total:	39.17			
Vendor: xcele	Xcel Energy			Check Sequence: 85	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
51-0014650631-7	SCP - 12475 MAIN ST August	140.28	10/04/2024	100-450-5200-43810-0000	
	Check Total:	140.28			
Vendor: yalme	Yale Mechanical, LLC			Check Sequence: 86	ACH Enabled: True
258079	Work @ Event Center	1,474.71	10/04/2024	100-410-1941-44010-0000	
259369	Work Completed At PD	1,294.50	10/04/2024	100-420-2100-44010-0000	
	Check Total:	2,769.21			
Vendor: ziein	Ziegler, Inc.			Check Sequence: 87	ACH Enabled: True
IN001646423	3056308 Cover - #20-006	381.64	10/04/2024	100-430-3000-42103-0000	
IN001650477	Latch - #20-006	91.52	10/04/2024	100-430-3000-42103-0000	
	Check Total:	473.16			
	Total for Check Run:	659,417.70			
	Total of Number of Checks:	87			

Accounts Payable

Computer Check Proof List by Vendor

User: mrathlisberger@rogersmn.gov
Printed: 10/10/2024 - 8:56AM
Batch: 00002.10.2024

Invoice No		Description	Amount	Pmt Date	Acct Number	Reference
Vendor:	UB*00362	Paul Ali			Check Sequence: 1	ACH Enabled: False
		Refund Check 009563-000, 13535 Superior Dr	38.07	10/11/2024	601-000-0000-20200-0000	
		Check Total:	38.07			
Vendor:	UB*00363	Bryan Cipala			Check Sequence: 2	ACH Enabled: False
		Refund Check 009097-000, 19380 Creekside Tr	54.97	10/11/2024	601-000-0000-20200-0000	
		Check Total:	54.97			
Vendor:	UB*00340	Michael Fjellanger			Check Sequence: 3	ACH Enabled: False
		Refund Check 003223-000, 13809 Bluewing Dr	168.93	10/11/2024	601-000-0000-20200-0000	
		Check Total:	168.93			
Vendor:	UB*00364	Michael Kohnen			Check Sequence: 4	ACH Enabled: False
		Refund Check 010212-000, 11646 Forest Ln	250.88	10/11/2024	601-000-0000-20200-0000	
		Check Total:	250.88			
Vendor:	UB*00367	Kyle Loven			Check Sequence: 5	ACH Enabled: False
		Refund Check 003647-000, 13385 Fawn Tr	90.87	10/11/2024	601-000-0000-20200-0000	
		Check Total:	90.87			
Vendor:	UB*00360	Danny Mauer			Check Sequence: 6	ACH Enabled: False
		Refund Check 005463-000, 12136 Malisa Ct	88.24	10/11/2024	601-000-0000-20200-0000	
		Check Total:	88.24			
Vendor:	UB*00358	Monica Moore			Check Sequence: 7	ACH Enabled: False
		Refund Check 011389-000, 19330 Grass Lake T	57.09	10/11/2024	601-000-0000-20200-0000	

Invoice No		Description	Amount	Pmt Date	Acct Number	Reference
		Check Total:	57.09			
Vendor:	UB*00359	Opendoor Labs, Inc			Check Sequence: 8	ACH Enabled: False
		Refund Check 013056-000, 13808 Dahlia Dr	61.56	10/11/2024	601-000-0000-20200-0000	
		Check Total:	61.56			
Vendor:	UB*00334	Corie Rocksted			Check Sequence: 9	ACH Enabled: False
		Refund Check 009736-000, 19532 Tamarack Pt	18.87	10/11/2024	601-000-0000-20200-0000	
		Check Total:	18.87			
Vendor:	UB*00366	Maria Sall			Check Sequence: 10	ACH Enabled: False
		Refund Check 006236-000, 12080 Kelley Ln	22.11	10/11/2024	601-000-0000-20200-0000	
		Refund Check 006236-000, 12080 Kelley Ln	4.27	10/11/2024	603-000-0000-20200-0000	
		Refund Check 006236-000, 12080 Kelley Ln	9.99	10/11/2024	603-000-0000-20200-0000	
		Refund Check 006236-000, 12080 Kelley Ln	11.59	10/11/2024	100-000-0000-20200-0000	
		Check Total:	47.96			
Vendor:	UB*00345	SFR Borrower 2021-2 LLC			Check Sequence: 11	ACH Enabled: False
		Refund Check 008952-001, 19325 Harmony Av	60.73	10/11/2024	601-000-0000-20200-0000	
		Check Total:	60.73			
Vendor:	UB*00361	Julie Springfield			Check Sequence: 12	ACH Enabled: False
		Refund Check 003176-000, 14019 Vicki Cir	281.47	10/11/2024	601-000-0000-20200-0000	
		Check Total:	281.47			
Vendor:	UB*00365	Brian Walton			Check Sequence: 13	ACH Enabled: False
		Refund Check 007450-000, 12520 Otto St	175.08	10/11/2024	601-000-0000-20200-0000	
		Check Total:	175.08			
Vendor:	UB*00368	WB Olson Properties			Check Sequence: 14	ACH Enabled: False
		Refund Check 006975-001, 21305 Church Ave	7.28	10/11/2024	602-000-0000-20200-0000	
		Refund Check 006975-001, 21305 Church Ave	12.13	10/11/2024	602-000-0000-20200-0000	
		Refund Check 006975-001, 21305 Church Ave	14.70	10/11/2024	601-000-0000-20200-0000	
		Refund Check 006975-001, 21305 Church Ave	5.11	10/11/2024	601-000-0000-20200-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Refund Check 006975-001, 21305 Church Ave	0.70	10/11/2024	601-000-0000-20200-0000	
	Refund Check 006975-001, 21305 Church Ave	1.50	10/11/2024	603-000-0000-20200-0000	
	Refund Check 006975-001, 21305 Church Ave	3.63	10/11/2024	603-000-0000-20200-0000	
	Refund Check 006975-001, 21305 Church Ave	4.07	10/11/2024	100-000-0000-20200-0000	
	Check Total:	49.12			
	Total for Check Run:	1,443.84			
	Total of Number of Checks:	14			

Accounts Payable

Computer Check Proof List by Vendor

User: mrathlisberger@rogersmn.gov
Printed: 10/10/2024 - 9:15AM
Batch: 00003.10.2024

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: actfl	Action Fleet, Inc.			Check Sequence: 1	ACH Enabled: False
I7320	SQ2-Mount	526.04	10/11/2024	100-420-2210-44040-0000	
	Check Total:	526.04			
Vendor: albmi	Mike Albers			Check Sequence: 2	ACH Enabled: False
September 2024	Mileage Reimbursement	101.84	10/11/2024	100-410-1950-44360-0000	
	Check Total:	101.84			
Vendor: aleai	Alex Air Apparatus Inc			Check Sequence: 3	ACH Enabled: False
8763	Air Leak-Compressor System-St 1	574.96	10/11/2024	100-420-2210-44040-0000	
	Check Total:	574.96			
Vendor: aprgr	Allstates Pavement Recycling & Stabilization			Check Sequence: 4	ACH Enabled: False
241010	Work Performed @ Brookside Meadows Park Tr	-5,885.00	10/11/2024	404-000-0000-10100-4017	
241010	Work Performed @ Brookside Meadows Park Tr	5,885.00	10/11/2024	404-450-5200-45300-0000	
241010	Work Performed @ Brookside Meadows Park Tr	5,885.00	10/11/2024	404-000-0000-10100-0000	
	Check Total:	5,885.00			
Vendor: allsa	American Cylinder LLC			Check Sequence: 5	ACH Enabled: False
218992	Recertification Cascade Cylinders '24	92.36	10/11/2024	100-420-2210-44080-0000	
	Check Total:	92.36			
Vendor: bolme	Bolton & Menk Inc			Check Sequence: 6	ACH Enabled: True
0346269	Rogers/2024 LS Condition Assessment	111.00	10/11/2024	602-495-9490-43030-0000	
	Check Total:	111.00			
Vendor: borst	Border States Industries, Inc.			Check Sequence: 7	ACH Enabled: True

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
929144641	2 - DSXF2 LED P2 40K 70CRI NSP MVOLT IS	760.00	10/11/2024	100-420-2100-42102-0000	
	Check Total:	760.00			
Vendor: boytr	Boyer Ford Trucks, Inc.			Check Sequence: 8	ACH Enabled: True
093P21937	Core Charge	46.72	10/11/2024	601-494-9440-42103-0000	
093P21937	ABP N42A1657VB 16.5X7 VALUE BALANCE	109.77	10/11/2024	601-494-9440-42103-0000	
093P21937	Core Charge	46.72	10/11/2024	602-495-9490-42103-0000	
093P21937	RK8354707Q KIT MERITOR EXT SVC	66.77	10/11/2024	601-494-9440-42103-0000	
093P21937	ABP N42A1657VB 16.5X7 VALUE BALANCE	109.77	10/11/2024	602-495-9490-42103-0000	
093P21937	RK8354707Q KIT MERITOR EXT SVC	66.77	10/11/2024	602-495-9490-42103-0000	
	Check Total:	446.52			
Vendor: Wirbe	BreakThru Beverage Minnesota Wine & Sprirts			Check Sequence: 9	ACH Enabled: True
118014062	Liquor	1,972.90	10/11/2024	609-497-9760-42510-0000	
118014062	Wine	204.35	10/11/2024	609-497-9760-42530-0000	
	Check Total:	2,177.25			
Vendor: terpo	Brookfield Renewable			Check Sequence: 10	ACH Enabled: False
200100234030	RAC Solar - September	363.50	10/11/2024	205-450-5205-43810-0000	
	Check Total:	363.50			
Vendor: carcl	Carson, Clelland & Schreder			Check Sequence: 11	ACH Enabled: True
6255	August & September Fees	7,847.05	10/11/2024	100-420-2100-43040-0000	
	Check Total:	7,847.05			
Vendor: cdwgo	CDW Government			Check Sequence: 12	ACH Enabled: False
AA4U36F	DOCK G4 W/COMBO CABLE	372.16	10/11/2024	100-410-1910-42000-0000	
AA78K4T	Laptop Replacement - Chief	3,310.04	10/11/2024	100-420-2100-42010-0000	
	Check Total:	3,682.20			
Vendor: cenen	CenterPoint Energy Resources Corp.			Check Sequence: 13	ACH Enabled: False
5478083-8	RWAS Gas September	65.13	10/11/2024	609-497-9760-43830-0000	
	Check Total:	65.13			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: cenen	CenterPoint Energy Resources Corp.			Check Sequence: 14	ACH Enabled: False
11177201-8	Gas - Event Center September	209.37	10/11/2024	100-410-1941-43830-0000	
	Check Total:	209.37			
Vendor: cenen	CenterPoint Energy Resources Corp.			Check Sequence: 15	ACH Enabled: False
5490566-6	Gas - CH September	51.53	10/11/2024	100-410-1940-43830-0000	
5490566-6	Gas - PW September	120.22	10/11/2024	100-430-3000-43830-0000	
	Check Total:	171.75			
Vendor: cenen	CenterPoint Energy Resources Corp.			Check Sequence: 16	ACH Enabled: False
5542017-8	Gas - Sr. Center September	24.10	10/11/2024	100-450-5186-43830-0000	
	Check Total:	24.10			
Vendor: cenen	CenterPoint Energy Resources Corp.			Check Sequence: 17	ACH Enabled: False
6403368750-6	Gas - 21701 Industrial Blvd.	26.22	10/11/2024	100-410-1940-43830-0000	
	Check Total:	26.22			
Vendor: cenen	CenterPoint Energy Resources Corp.			Check Sequence: 18	ACH Enabled: False
10203497-2	Gas - PD September	631.83	10/11/2024	100-420-2100-43830-0000	
	Check Total:	631.83			
Vendor: cenen	CenterPoint Energy Resources Corp.			Check Sequence: 19	ACH Enabled: False
5542128-3	Muni Gas September	26.22	10/11/2024	609-497-9770-43830-0000	
	Check Total:	26.22			
Vendor: cenen	CenterPoint Energy Resources Corp.			Check Sequence: 20	ACH Enabled: False
11626254-4	Gas - Splash Pad September	30.73	10/11/2024	100-450-5200-43830-0000	
	Check Total:	30.73			
Vendor: cenen	CenterPoint Energy Resources Corp.			Check Sequence: 21	ACH Enabled: False
6791320-2	RAC Gas - September	2,499.04	10/11/2024	205-450-5205-43830-0000	
	Check Total:	2,499.04			
Vendor: embpw	Century Link			Check Sequence: 22	ACH Enabled: False
313022581	Telephone Svc- Hassan Town Hall September	61.97	10/11/2024	100-410-1940-43210-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
313611966	Muni Phone September	320.20	10/11/2024	609-497-9770-43210-0000	
313942943	RWAS Phone October	180.73	10/11/2024	609-497-9760-43210-0000	
	Check Total:	562.90			
Vendor: berbe	Chas. A. Bernick, Inc.			Check Sequence: 23	ACH Enabled: False
10270857	THC	2,121.00	10/11/2024	609-497-9760-42535-0000	
10270858	Beer	2,408.85	10/11/2024	609-497-9760-42520-0000	
10270859	THC Credit	-52.68	10/11/2024	609-497-9760-42535-0000	
10273756	THC	523.02	10/11/2024	609-497-9760-42535-0000	
10273757	Beer	1,459.49	10/11/2024	609-497-9760-42520-0000	
10273757	NA	36.90	10/11/2024	609-497-9760-42540-0000	
10273758	THC Credit	-13.00	10/11/2024	609-497-9760-42535-0000	
10273759	Beer Credit	-13.20	10/11/2024	609-497-9760-42520-0000	
18273760	Muni Bar Beer	170.00	10/11/2024	609-497-9770-42520-0000	
	Check Total:	6,640.38			
Vendor: cinco	Cintas Corporation			Check Sequence: 24	ACH Enabled: True
4207071330	Uniform - WTR 10/02/24	6.17	10/11/2024	601-494-9440-42180-0000	
4207071330	Uniform - PK 10/02/24	16.96	10/11/2024	100-450-5200-42180-0000	
4207071330	Uniform - PW 10/02/24	25.14	10/11/2024	100-430-3000-42180-0000	
4207071330	Uniform - Gen'l. Gov't. Bldgs.10/02/24	2.95	10/11/2024	100-410-1940-42180-0000	
4207071330	Uniform - Janitorial 10/02/24	2.24	10/11/2024	100-410-1940-44060-0000	
4207071330	Uniform - SWR 10/02/24	6.16	10/11/2024	602-495-9490-42180-0000	
4207076819	Muni Mats & Towels 10/02/24	222.05	10/11/2024	609-497-9770-43100-0000	
	Check Total:	281.67			
Vendor: comca	Comcast Cable Communications Inc.			Check Sequence: 25	ACH Enabled: False
8772 10 560 000	8772 10 560 0008870 Oct '24	2.27	10/11/2024	100-420-2210-43210-0000	
	Check Total:	2.27			
Vendor: mnpip	Core & Main LP			Check Sequence: 26	ACH Enabled: False
V684954	04043514 4 PVC SDR35 SWR PIPE (G) 14'	718.20	10/11/2024	603-496-9495-42104-0000	
V684954	2704CH 4 PVC SDR35 SWR CAP HUB SW SC	7.06	10/11/2024	603-496-9495-42104-0000	
V684954	9612DBWIREG COPPERHEAD TW 1230G-HS	130.00	10/11/2024	603-496-9495-42104-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
V684954	2704W04HH 4X4 PVC SDR35 SWR WYE HXl	44.40	10/11/2024	603-496-9495-42104-0000	
V684954	29APPQMEK PVC PRIMER/CLEANER PURP	25.39	10/11/2024	603-496-9495-42104-0000	
V684954	29APCHQ PVC CEMENT HEAVY - QUART	64.44	10/11/2024	603-496-9495-42104-0000	
	Check Total:	989.49			
Vendor: dahdi	Dahlheimer Distributing Co.			Check Sequence: 27	ACH Enabled: True
2226524	ACH Overpayment/beer	-16.00	10/11/2024	609-497-9760-42520-0000	
2293599	Liquor	83.10	10/11/2024	609-497-9760-42510-0000	
2293599	Beer	1,053.80	10/11/2024	609-497-9760-42520-0000	
2295391	Beer	9,716.30	10/11/2024	609-497-9760-42520-0000	
2295391	NA	64.65	10/11/2024	609-497-9760-42540-0000	
2295391	THC	405.00	10/11/2024	609-497-9760-42535-0000	
2295937	Muni Offsale Beer	43.20	10/11/2024	609-497-9770-42521-0000	
2295937	Muni Bar Beer	516.03	10/11/2024	609-497-9770-42520-0000	
2295937	Muni Bar Liquor	157.80	10/11/2024	609-497-9770-42510-0000	
2299372	Beer	462.30	10/11/2024	609-497-9760-42520-0000	
2301763	Muni Bar Liquor	105.20	10/11/2024	609-497-9770-42510-0000	
2301763	Muni Bar Beer	695.75	10/11/2024	609-497-9770-42520-0000	
976-00128	Beer Credit	-141.00	10/11/2024	609-497-9760-42520-0000	
	Check Total:	13,146.13			
Vendor: dehfam	Dehmer Family Construction LLC			Check Sequence: 28	ACH Enabled: False
09232024	2024 PD Kitchen Remodel	46,329.60	10/11/2024	206-420-2100-45200-0000	
	Check Total:	46,329.60			
Vendor: cldis	Dick Family Inc.			Check Sequence: 29	ACH Enabled: True
1984691	Beer	490.55	10/11/2024	609-497-9760-42520-0000	
	Check Total:	490.55			
Vendor: dmxmu	DMX Music - Minneapolis			Check Sequence: 30	ACH Enabled: False
58475783	RWAS Music October	51.17	10/11/2024	609-497-9760-43100-0000	
	Check Total:	51.17			
Vendor: ecmpu	ECM Publishers, Inc.			Check Sequence: 31	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
1016466	Delinquent Utility PH	208.00	10/11/2024	603-496-9495-43520-0000	
1016466	Delinquent Utility PH	208.00	10/11/2024	602-495-9490-43520-0000	
1016466	Delinquent Utility PH	208.00	10/11/2024	100-430-3245-43520-0000	
1016466	Delinquent Utility PH	208.00	10/11/2024	601-494-9440-43520-0000	
1017353	PHN - Veit Mining 10.07.24	112.00	10/11/2024	100-410-1910-43520-0000	
1017354	PHN - Asguard Variance 10.07.04	96.00	10/11/2024	100-410-1910-43520-0000	
1017355	PHN - Taylor Inlet 10.07.24	96.00	10/11/2024	100-410-1910-43520-0000	
1018251	Publish - Summary Ord 2024-05	72.01	10/11/2024	100-410-1910-43520-0000	
	Check Total:	1,208.01			
Vendor: facmo	Elliot Auto Supply Co, Inc.			Check Sequence: 32	ACH Enabled: False
1-10119433	WIX 57502 Lube Filters	38.72	10/11/2024	100-420-2100-42103-0000	
1-10126633	EA FVP SF-11 STARTING FLUID	99.36	10/11/2024	100-430-3000-42160-0000	
1-10138478	WIX WL10255 Oil Filters	24.64	10/11/2024	100-430-3000-42103-0000	
128-Z16712	FVPP65 BATTERY CCA840 RC145	277.88	10/11/2024	100-430-3120-42103-0000	
128-Z16712	Core Charge Credits	-50.00	10/11/2024	100-430-3120-42103-0000	
	Check Total:	390.60			
Vendor: emeap	Emergency Apparatus Main. Inc.			Check Sequence: 33	ACH Enabled: False
133720	E22-Pressure Governor A/C Valves	4,226.21	10/11/2024	100-420-2210-44040-0000	
133828	E21-Opticom	618.79	10/11/2024	100-420-2210-44040-0000	
	Check Total:	4,845.00			
Vendor: esker	Esker Inc			Check Sequence: 34	ACH Enabled: True
460286189	Esker - September 2024	734.73	10/11/2024	100-410-1520-43190-0000	
	Check Total:	734.73			
Vendor: jazju	Samantha Girard			Check Sequence: 35	ACH Enabled: False
Muni 10/19/2024	Muni Entertainment 10/19/2024	400.00	10/11/2024	609-497-9770-43430-0000	
	Check Total:	400.00			
Vendor: mires	Global Reserve			Check Sequence: 36	ACH Enabled: True
ORD-11300	THC	504.00	10/11/2024	609-497-9760-42535-0000	
ORD-12003	THC	2,282.00	10/11/2024	609-497-9760-42535-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	2,786.00			
Vendor: gopst	Gopher State One-Call , Inc.			Check Sequence: 37	ACH Enabled: False
4090717	Locates September	293.74	10/11/2024	602-495-9490-43150-0000	
4090717	Locates September	293.74	10/11/2024	601-494-9440-43150-0000	
4090717	Locates September	95.62	10/11/2024	603-496-9495-43150-0000	
	Check Total:	683.10			
Vendor: hawch	Hawkins Inc.			Check Sequence: 38	ACH Enabled: False
6875914	Chlorine And Hydrofluosilicic Acid	12,114.88	10/11/2024	601-494-9440-42160-0000	
	Check Total:	12,114.88			
Vendor: usabl	HD Supply Inc			Check Sequence: 39	ACH Enabled: False
INV00503349	205961 Hach DPD1 (Free) For 10 ML Sample; 3	85.65	10/11/2024	601-494-9440-42100-0000	
INV00503349	333046 Nitrile Glove;4.5 Mil;Textured Pwd Free	57.54	10/11/2024	601-494-9440-42100-0000	
INV00503349	FREIGHT	20.15	10/11/2024	601-494-9440-42100-0000	
INV00503349	333045 Nitrile Glove;4.5 Mil;Textured Pwd Free	57.54	10/11/2024	601-494-9440-42100-0000	
INV00503349	32050 Chlorine Test Kit; Hach 0-3.5 Mg/L; 50 T	104.00	10/11/2024	601-494-9440-42100-0000	
	Check Total:	324.88			
Vendor: hencosh	Hennepin County Accounts Receivable			Check Sequence: 40	ACH Enabled: False
1000233083	Radio Fleet Fee - Sept '24	4,369.42	10/11/2024	100-420-2210-43250-0000	
1000233108	Radio Fleet Fee September	555.60	10/11/2024	100-430-3000-43250-0000	
	Check Total:	4,925.02			
Vendor: henpu	Hennepin County Recorder			Check Sequence: 41	ACH Enabled: False
1000233206	RecordEASE Web Transactions October	43.75	10/11/2024	100-430-3000-44300-0000	
1000233206	RecordEASE Web Transactions October	43.75	10/11/2024	100-410-1325-44300-0000	
	Check Total:	87.50			
Vendor: hohen	Hohensteins Inc			Check Sequence: 42	ACH Enabled: False
756037	Muni Bar Beer	40.00	10/11/2024	609-497-9770-42520-0000	
758021	Mix	345.50	10/11/2024	609-497-9760-42540-0000	
758021	THC	76.50	10/11/2024	609-497-9760-42535-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
758021	Beer	120.00	10/11/2024	609-497-9760-42520-0000	
	Check Total:	582.00			
Vendor: impda	Imperial Dade			Check Sequence: 43	ACH Enabled: False
4291580	Cleaning Supplies	296.06	10/11/2024	205-450-5205-42100-0000	
	Check Total:	296.06			
Vendor: infos	InfoSend			Check Sequence: 44	ACH Enabled: False
272478	Infosend Printing Fees September 2024	1,395.69	10/11/2024	601-494-9440-43500-0000	
272478	Infosend Printing Fees September 2024	162.29	10/11/2024	100-430-3245-43500-0000	
272478	Infosend Printing Fees September 2024	1,136.02	10/11/2024	602-495-9490-43500-0000	
272478	Infosend Printing Fees September 2024	551.78	10/11/2024	603-496-9495-43500-0000	
	Check Total:	3,245.78			
Vendor: fassig	Jaycal LLC			Check Sequence: 45	ACH Enabled: False
392-101082	Podium Signage-ST 2	313.31	10/11/2024	449-420-2210-44310-2209	
	Check Total:	313.31			
Vendor: jlgar	JLG Architects			Check Sequence: 46	ACH Enabled: True
20166-12	WORK ON ROGERS INDOOR TURF FACILI	55,651.00	10/11/2024	410-450-5200-43030-2201	
	Check Total:	55,651.00			
Vendor: johbr	Johnson Brothers Liquor Co.			Check Sequence: 47	ACH Enabled: False
2636465	Liquor	636.75	10/11/2024	609-497-9760-42510-0000	
2636466	Wine	57.75	10/11/2024	609-497-9760-42530-0000	
2636501	Liquor	667.80	10/11/2024	609-497-9760-42510-0000	
2636502	Wine	390.50	10/11/2024	609-497-9760-42530-0000	
2636503	Liquor	16,195.86	10/11/2024	609-497-9760-42510-0000	
6856898	Wine	158.20	10/11/2024	609-497-9760-42530-0000	
6856910	Muni Bar Liquor	474.54	10/11/2024	609-497-9770-42510-0000	
6856911	Muni Bar Wine	849.23	10/11/2024	609-497-9770-42530-0000	
6856912	Muni NA	18.12	10/11/2024	609-497-9770-42540-0000	
6856936	Liquor	2,048.45	10/11/2024	609-497-9760-42510-0000	
6856937	Wine	927.80	10/11/2024	609-497-9760-42530-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
6856938	Mix	193.75	10/11/2024	609-497-9760-42540-0000	
7490805	Wine	492.44	10/11/2024	609-497-9760-42530-0000	
7490806	NA	121.75	10/11/2024	609-497-9760-42540-0000	
7490812	Wine	650.85	10/11/2024	609-497-9760-42530-0000	
	Check Total:	23,883.79			
Vendor: shagr	Kelbro Company			Check Sequence: 48	ACH Enabled: False
3074573	Ice	66.88	10/11/2024	609-497-9760-42570-0000	
3075006	Ice	102.20	10/11/2024	609-497-9760-42570-0000	
3076471	Muni Bar Mix	360.50	10/11/2024	609-497-9770-42540-0000	
	Check Total:	529.58			
Vendor: lels	Law Enforcement Labor Services, Inc.			Check Sequence: 49	ACH Enabled: True
October 2024	October 2024 Union Dues	1,128.00	10/11/2024	100-000-0000-21709-0000	
October 2024	October 2024 Union Dues	282.00	10/11/2024	100-000-0000-21709-0000	
	Check Total:	1,410.00			
Vendor: lawpr	Lawson Products			Check Sequence: 50	ACH Enabled: False
9311894935	1143595 Nickel Anti-Seize	81.71	10/11/2024	100-430-3000-42100-0000	
	Check Total:	81.71			
Vendor: marri	Marie Ridgeway LICSW, LLC			Check Sequence: 51	ACH Enabled: True
2937	September Therapy Session	320.00	10/11/2024	100-420-2100-43140-0000	
	Check Total:	320.00			
Vendor: cleri	McDonald Distributing Company			Check Sequence: 52	ACH Enabled: True
718024	THC Credit	-12.67	10/11/2024	609-497-9760-42535-0000	
718024	Beer Credit	-2.42	10/11/2024	609-497-9760-42520-0000	
759453	Beer Credit	-16.08	10/11/2024	609-497-9760-42520-0000	
764070	Beer	276.90	10/11/2024	609-497-9760-42520-0000	
764070	Liquor	1,399.00	10/11/2024	609-497-9760-42510-0000	
764070	THC	820.00	10/11/2024	609-497-9760-42535-0000	
765221	Beer	170.00	10/11/2024	609-497-9760-42520-0000	
771014	Beer	40.45	10/11/2024	609-497-9760-42520-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
771014	Liquor	1,356.00	10/11/2024	609-497-9760-42510-0000	
771014	THC	1,602.80	10/11/2024	609-497-9760-42535-0000	
	Check Total:	5,633.98			
Vendor: metwe	Metro West Inspection Services			Check Sequence: 53	ACH Enabled: True
4291	August 2024 Building Inspections	58,419.76	10/11/2024	100-420-2400-43110-0000	
	Check Total:	58,419.76			
Vendor: metcou	Metropolitan Council Environmental Services			Check Sequence: 54	ACH Enabled: True
09302024	Sac Report For Sept. 2024	125,467.65	10/11/2024	408-430-3330-43851-0000	
	Check Total:	125,467.65			
Vendor: schso	MN Equipment Inc.			Check Sequence: 55	ACH Enabled: True
P33110	RE546336 PRI FUEL FILTER	37.69	10/11/2024	100-430-3120-42103-0000	
P33110	RE526557 FUEL FILTER	33.64	10/11/2024	100-430-3120-42103-0000	
P33110	RE546336 PRI FUEL FILTER	37.69	10/11/2024	100-430-3120-42103-0000	
P33110	RE526557 FUEL FILTER	33.64	10/11/2024	100-430-3120-42103-0000	
	Check Total:	142.66			
Vendor: gssc	My Alarm Center			Check Sequence: 56	ACH Enabled: False
19234937	RWAS Alarm October	47.39	10/11/2024	609-497-9760-43100-0000	
	Check Total:	47.39			
Vendor: napa	NAPA Auto Parts			Check Sequence: 57	ACH Enabled: False
364271	AIR FILTER	6.69	10/11/2024	602-495-9490-42103-0000	
364271	AIR FILTER	6.69	10/11/2024	601-494-9440-42103-0000	
364274	OIL FILTER	4.59	10/11/2024	602-495-9490-42103-0000	
364274	OIL FILTER	4.59	10/11/2024	601-494-9440-42103-0000	
	Check Total:	22.56			
Vendor: netbu	Network Business Supplies, Inc			Check Sequence: 58	ACH Enabled: False
00124054	RWAS Till Paper	234.06	10/11/2024	609-497-9760-42100-0000	
	Check Total:	234.06			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: nocen	North Central International LLC			Check Sequence: 59	ACH Enabled: False
X225028087:01	225N/3548736C1 VALVE QUICK RELEASE*I	34.38	10/11/2024	602-495-9490-42103-0000	
	Check Total:	34.38			
Vendor: norme	North Memorial			Check Sequence: 60	ACH Enabled: True
8885032	EMR-Skorma	550.00	10/11/2024	100-420-2210-44360-0000	
8885033	EMR Initial Class 09/16/2024	550.00	10/11/2024	100-420-2100-44360-0000	
	Check Total:	1,100.00			
Vendor: nbh	Nothing But Hemp LLC			Check Sequence: 61	ACH Enabled: True
2200	THC	240.00	10/11/2024	609-497-9760-42535-0000	
	Check Total:	240.00			
Vendor: omabr	Omann Brothers Inc.			Check Sequence: 62	ACH Enabled: False
18364*	For Brookside Park Trail	-18,529.95	10/11/2024	404-000-0000-10100-4017	
18364*	For Brookside Park Trail	18,529.95	10/11/2024	404-450-5200-45300-0000	
18364*	For Brookside Park Trail	18,529.95	10/11/2024	404-000-0000-10100-0000	
18372*	AC Fines Mix	1,260.90	10/11/2024	100-430-3120-42240-0000	
	Check Total:	19,790.85			
Vendor: mnpav	OMG Midwest			Check Sequence: 63	ACH Enabled: True
137515	9954NTX - CSS-1 EMULSION	420.00	10/11/2024	100-430-3120-42240-0000	
137519	9954NTX - CSS-1 EMULSION	315.00	10/11/2024	100-430-3120-42240-0000	
	Check Total:	735.00			
Vendor: pomti	Pomp's Tire Service Inc.			Check Sequence: 64	ACH Enabled: True
700067698	255/60VR18 GY ENFORCER POLICE AW G7:	584.00	10/11/2024	100-420-2100-42103-0000	
700067729	245/55VR18 GY EAGLE RS-A POLICE 673202	528.00	10/11/2024	100-430-3000-42103-0000	
	Check Total:	1,112.00			
Vendor: repse	Republic Services #899			Check Sequence: 65	ACH Enabled: False
0899-004572867	Curbside Recycling September	22,719.80	10/11/2024	100-430-3245-43100-0000	
0899-004576547	Garbage - Hassan Town Hall September	108.44	10/11/2024	100-410-1940-43840-0000	
0899-004576615	CH-Garbage September	92.67	10/11/2024	100-410-1940-43840-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
0899-004576615	PW-Garbage September	216.22	10/11/2024	100-430-3000-43840-0000	
899-004562213	Corrected Invoice For Rockin' Rogers - 2nd Invo	1,900.78	10/11/2024	100-450-5200-43125-0000	
	Check Total:	25,037.91			
Vendor: rogli	Rogers Lions Club			Check Sequence: 66	ACH Enabled: False
10032024	Sales Tax on Actual Hydrant Usage - 100,000 Ga	-30.71	10/11/2024	601-000-0000-20300-0000	
10032024	100,000 Gallons - Rogers Lions Club	-350.00	10/11/2024	601-494-9440-37100-0000	
10032024	Hydrant Sales for 100,000 gallons @ $3.50/1000	1,300.00	10/11/2024	601-000-0000-22003-0000	
	Check Total:	919.29			
Vendor: rogtr	Rogers True Value Hardware Inc			Check Sequence: 67	ACH Enabled: False
28623	Concrete Screws	8.29	10/11/2024	100-420-2210-42100-0000	
	Check Total:	8.29			
Vendor: midfo	Roseville Midway Ford			Check Sequence: 68	ACH Enabled: False
850916	BBSZ*14529*CA FO*G SWITCH - #35-026	118.80	10/11/2024	100-430-3000-42103-0000	
	Check Total:	118.80			
Vendor: sigso	Sign Solutions USA			Check Sequence: 69	ACH Enabled: True
414088	Shipping & Handling	461.67	10/11/2024	100-430-3120-42260-0000	
414088	2.375" X 14ft 13ga Round Post	1,704.77	10/11/2024	100-430-3120-42260-0000	
	Check Total:	2,166.44			
Vendor: simpli	Simplifile LC			Check Sequence: 70	ACH Enabled: False
930980971826SFL	Filing Fees	46.25	10/11/2024	100-410-1325-43140-0000	
930983780868SFL	Filing Fees	92.50	10/11/2024	100-410-1325-43140-0000	
	Check Total:	138.75			
Vendor: johla	SiteOne Landscape Supply			Check Sequence: 71	ACH Enabled: False
146643701-001	MATCO GATE VALVE BRASS 2 IN. FIPT 514	53.07	10/11/2024	100-450-5200-42104-0000	
146643701-001	SCH 40 PVC REDUCER BUSHING FLUSH 43	8.64	10/11/2024	100-450-5200-42104-0000	
146643701-001	429-040 SCH 40 PVC COUPLING 4 IN. SOCK	6.54	10/11/2024	100-450-5200-42104-0000	
146643701-001	HUNTER PGV GLOBE/ANGLE VALVE PGV2	101.50	10/11/2024	100-450-5200-42104-0000	
146643701-001	SCH 40 PVC REDUCER BUSHING FLUSH 43	2.63	10/11/2024	100-450-5200-42104-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
146724881-001	PVC PIPE 2 IN. X 20 FT. SDR-26 (CL 160) 2PV	22.70	10/11/2024	100-450-5200-42104-0000	
146724881-001	SCH 40 PVC REDUCER BUSHING FLUSH 43	1.62	10/11/2024	100-450-5200-42104-0000	
146725986-001	BILLING ERROR	-1.62	10/11/2024	100-450-5200-42104-0000	
146725986-001	SCH 40 PVC REDUCER BUSHING FLUSH 43	2.63	10/11/2024	100-450-5200-42104-0000	
	Check Total:	197.71			
Vendor: souwi	Southern Glazers Wine & Spirits of Minnesota			Check Sequence: 72	ACH Enabled: False
2536518	Delivery Charge	5.12	10/11/2024	609-497-9760-42510-0000	
2536520	Delivery Charge	2.56	10/11/2024	609-497-9760-42510-0000	
	Check Total:	7.68			
Vendor: sprso	Springbrook Holding Co LLC			Check Sequence: 73	ACH Enabled: False
INV-018585	CivicPay Transaction Fee - September 2024	785.05	10/11/2024	602-495-9490-44300-0000	
INV-018585	CivicPay Transaction Fee - September 2024	381.31	10/11/2024	603-496-9495-44300-0000	
INV-018585	CivicPay Transaction Fee - September 2024	112.15	10/11/2024	100-430-3245-44300-0000	
INV-018585	CivicPay Transaction Fee - September 2024	964.49	10/11/2024	601-494-9440-44300-0000	
	Check Total:	2,243.00			
Vendor: strei	Streicher's Inc.			Check Sequence: 74	ACH Enabled: False
I1721019	Uniforms - Nameplate - Reserve Officer Steele	11.99	10/11/2024	100-420-2100-42180-0000	
I1721318	2024 Officer Wellness Allowance - Campbell	285.00	10/11/2024	207-420-2100-42105-0000	
I1721568	Uniform Allowance - Foster	369.93	10/11/2024	100-420-2100-42180-0000	
I1722014	Uniforms - Reserve Officer Steele	96.98	10/11/2024	100-420-2100-42180-0000	
	Check Total:	763.90			
Vendor: accbe	TASC			Check Sequence: 75	ACH Enabled: False
IN3235185	Cobra Continuant Fee September	10.00	10/11/2024	100-410-1325-44300-0000	
	Check Total:	10.00			
Vendor: terge	Terra General Contractors, LLC			Check Sequence: 76	ACH Enabled: True
Pay App #9	Pay App #9 Const. Services - Labor	43,357.84	10/11/2024	410-450-5200-45300-2104	
Pay App #9	Pay App #9 Const. Serv. - Material	9,036.31	10/11/2024	410-450-5200-45300-2104	
	Check Total:	52,394.15			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: touem	Touch'em All Carwash LLC			Check Sequence: 77	ACH Enabled: True
September 2024	PD Car Washes - September	123.08	10/11/2024	100-420-2100-44040-0000	
	Check Total:	123.08			
Vendor: trawo	Trademark Wood Products			Check Sequence: 78	ACH Enabled: False
3258	Table-St 2	2,000.00	10/11/2024	449-420-2210-45200-2209	
	Check Total:	2,000.00			
Vendor: UPS	UPS Store			Check Sequence: 79	ACH Enabled: False
F60170347921298	Ship Water Samples	15.73	10/11/2024	601-494-9440-43220-0000	
	Check Total:	15.73			
Vendor: usilo	USIC Holdings, Inc			Check Sequence: 80	ACH Enabled: False
689875	Locates 9/30/24 - 10/6/24	64.50	10/11/2024	601-494-9440-43150-0000	
689875	Locates 9/30/24 - 10/6/24	21.00	10/11/2024	603-496-9495-43150-0000	
689875	Locates 9/30/24 - 10/6/24	64.50	10/11/2024	602-495-9490-43150-0000	
	Check Total:	150.00			
Vendor: grain	W.W. Grainger, Inc.			Check Sequence: 81	ACH Enabled: True
9266431940	3EB46 PAPER TOWEL ROLL CONTINUOUS	112.60	10/11/2024	100-410-1940-42102-0000	
9266431940	3EB46 PAPER TOWEL ROLL CONTINUOUS	168.90	10/11/2024	100-430-3000-42102-0000	
9266431940	3EB46 PAPER TOWEL ROLL CONTINUOUS	56.30	10/11/2024	100-420-2210-42102-0000	
9269343258	Air Gun Handle	42.10	10/11/2024	100-420-2210-42105-0000	
9272409104	5W515 PLEATED AIR FILTER20X24X2MERV	144.96	10/11/2024	100-410-1941-42102-0000	
9272770760	2DBT4 SLEDGE HAMMER10 LB.35-1/2 INHI	36.06	10/11/2024	100-450-5200-42100-0000	
9272770760	36J166 CABLE TIE14.9 INBLKPK100	34.29	10/11/2024	100-450-5200-42100-0000	
9272770760	1WG31 ROUND POINT SHOVEL48 IN.HAND	37.24	10/11/2024	100-450-5200-42100-0000	
	Check Total:	632.45			
Vendor: unico	Richard Wald			Check Sequence: 82	ACH Enabled: False
Muni 10192024	Muni Entertainment 10/19/2024	1,500.00	10/11/2024	609-497-9770-43430-0000	
	Check Total:	1,500.00			
Vendor: watla	Water Laboratories, Inc.			Check Sequence: 83	ACH Enabled: True

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
10211	Water Testing Sept 2024	198.00	10/11/2024	601-494-9440-44080-0000	
	Check Total:	198.00			
Vendor: wesro	West Rondeau Lake Drive LLC			Check Sequence: 84	ACH Enabled: False
10042024	Purchase Wetland Mitigation Credits - #1409	-1,000.00	10/11/2024	402-000-0000-10100-5000	
10042024	Purchase Wetland Mitigation Credits - #1409	1,000.00	10/11/2024	402-000-0000-10100-0000	
10042024	Purchase Wetland Mitigation Credits - #1409	1,000.00	10/11/2024	402-430-3121-44310-1409	
	Check Total:	1,000.00			
Vendor: weswh	Westside Wholesale Tire & Supply			Check Sequence: 85	ACH Enabled: True
952663	11R22.5/16 146/143M DRV DRIVE FORCE CS	1,284.00	10/11/2024	100-430-3000-42103-0000	
	Check Total:	1,284.00			
Vendor: wsbas	WSB & Associates, Inc.			Check Sequence: 86	ACH Enabled: True
R-015514-000-55	Birchwood Development 1st Addition August 20	340.00	10/11/2024	100-410-1950-43030-8150	
R-017511-000-44	Skye Meadows 2nd Addition August 2024	340.00	10/11/2024	100-410-1950-43030-8150	
R-019314-000-28	Towns At Fox Creek (Busch) August 2024	680.00	10/11/2024	100-410-1950-43030-8150	
R-019437-000-32	Skye Meadows 3rd Addition August 2024	340.00	10/11/2024	100-410-1950-43030-8150	
R-019805-000-27	Aster Mills (Pulte) August 2024	1,190.00	10/11/2024	100-410-1950-43030-8150	
R-019812-000-25	Big Woods (Forestar) August 2024	2,903.75	10/11/2024	100-410-1950-43030-8150	
R-020120-000-27	Harvest View (Tamarack) August 2024	680.00	10/11/2024	100-410-1950-43030-8150	
R-020241-000-26	Grass Lake Preserve Development - August 202	595.00	10/11/2024	100-410-1950-43030-8150	
R-022690-000-17	Skye Meadows 4th Addition August 2024	510.00	10/11/2024	100-410-1950-43030-8150	
R-022691-000-14	Skye Meadows 5th Addition August 2024	510.00	10/11/2024	100-410-1950-43030-8150	
R-023609-000-13	Aster Mills 2nd Addition August 2024	887.50	10/11/2024	100-410-1950-43030-8150	
R-025294-000-4	Big Woods 2nd Addition August 2024	3,530.00	10/11/2024	100-410-1950-43030-8150	
R-025295-000-4	Harvest View 2nd Addition August 2024	5,537.25	10/11/2024	100-410-1950-43030-8150	
R-025297-000-5	Skye Meadows 7th Addition August 2024	1,222.50	10/11/2024	100-410-1950-43030-8150	
	Check Total:	19,266.00			
Vendor: xcele	Xcel Energy			Check Sequence: 87	ACH Enabled: False
51-9712220-4	STREETLIGHTS-METERED August	970.78	10/11/2024	100-430-3120-43160-0000	
51-9712220-4	STREETLIGHTS-UNMETERED August	8,092.19	10/11/2024	100-430-3120-43160-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	9,062.97			
Vendor: xcele	Xcel Energy			Check Sequence: 88	ACH Enabled: False
51-0014650631-7	12475 Main St. - SCP September	290.56	10/11/2024	100-450-5200-43810-0000	
	Check Total:	290.56			
Vendor: yalme	Yale Mechanical, LLC			Check Sequence: 89	ACH Enabled: True
261511	Work Performed At PD	2,082.90	10/11/2024	100-420-2100-44010-0000	
	Check Total:	2,082.90			
	Total for Check Run:	544,151.12			
	Total of Number of Checks:	89			

September 2024 US Bank P-Card Allocations								
Vendor	Account					Amount	Fiscal Year	Description
HOO*HOOTSUITE INC	100	410	1325	36233	0000	1,188.00	2024	Accidental charge
HOO*HOOTSUITE INC	100	410	1325	36233	0000	(1,188.00)	2024	Reverse charge
COSTCO WHSE #0372	100	410	1325	42000	0000	32.43	2024	TP Supplies - CH
TARGET 00024562	100	410	1325	42000	0000	29.51	2024	Office supplies
SITEGROUND HOSTING	100	410	1325	43190	0000	539.88	2024	Rogersmn.gov website hosting 1 Year 10/02/2024-10/02/2025
SITEGROUND HOSTING	100	410	1325	43190	0000	59.88	2025	Rogersmn.gov website hosting 1 Year 12/19/2024-12/19/2025
WWW.SIRIUSCOM.COM	100	410	1325	43190	0000	65.00	2024	Administration Office G3 licenses - 5 licenses
MAILCHIMP	100	410	1325	43190	0000	45.00	2024	Monthly email list serve - August
SWIFTYPE, INC.	100	410	1325	43190	0000	79.00	2024	Search engine widget for website - September
SMK*WUFOO.COM CHARGE	100	410	1325	43190	0000	349.00	2024	Submission forms subscription for website- Annual
VZWRLSS*APOCC VISB	100	410	1325	43250	0000	206.15	2024	Administration Dept Cell Phones -August
DAVANNI'S #21 ROGERS	100	410	1325	44310	0000	265.21	2024	Food for Budget Meeting - 17 attendees
VECTEEZY * PRO	100	410	1325	44330	0000	19.00	2024	Graphics for city newsletter
DELTA AIR BAGGAGE FEE	100	410	1325	44360	0000	35.00	2024	Baggage fee for training
MSP POD1 FOODHALL	100	410	1325	44360	0000	22.33	2024	Training lunch
SUBWAY 26508	100	410	1325	44360	0000	11.27	2024	Training dinner
RED BOWL ASIAN BISTRO	100	410	1325	44360	0000	16.90	2024	Training lunch
STARBUCKS STORE 11768	100	410	1325	44360	0000	12.21	2024	Training breakfast
TST* TIPSY TACO - CLEMSON	100	410	1325	44360	0000	18.94	2024	Training dinner
THE ESSO CLUB	100	410	1325	44360	0000	12.33	2024	Training lunch
STARBUCKS 11768	100	410	1325	44360	0000	12.99	2024	Training breakfast
TST* CSP - CLEMSON	100	410	1325	44360	0000	25.74	2024	Training dinner
STARBUCKS STORE 11768	100	410	1325	44360	0000	12.12	2024	Training breakfast
TST* TIPSY TACO - CLEMSON	100	410	1325	44360	0000	23.84	2024	Training dinner
MCALISTER'S 1372	100	410	1325	44360	0000	17.08	2024	Training lunch
EVOLVE KITCHEN AND TABLE	100	410	1325	44360	0000	24.38	2024	Training lunch
STARBUCKS STORE 11768	100	410	1325	44360	0000	13.21	2024	Training breakfast
TROPICAL GRILLE CLEMSON	100	410	1325	44360	0000	19.65	2024	Training lunch
TST* WALK-ON'S - CLEMSON,	100	410	1325	44360	0000	22.42	2024	Training dinner
MARATHON PETRO192591	100	410	1325	44360	0000	24.77	2024	Gas for travel
TST* TIPSY TACO - CLEMSON	100	410	1325	44360	0000	7.91	2024	Training dinner
DELTA 0064222400623	100	410	1325	44360	0000	35.00	2024	Baggage fee for training
TST*MODESTO TRATTORIA	100	410	1325	44360	0000	25.33	2024	Training lunch
3016-ASH BLUE RIDGE TR	100	410	1325	44360	0000	9.42	2024	Training Dinner
LAKESIDE LODGE CLEMSON	100	410	1325	44360	0000	810.83	2024	Travel lodging
MINNESOTA ASSOC OF GOVERN	100	410	1325	44360	0000	260.00	2024	Communication Training Conference J. Williams
AMAZON MKTPL*R45WY4L02	100	410	1330	42010	0000	97.00	2024	Server NIC upgrades
AMAZON MARK* RK2G00ZN0	100	410	1330	42010	0000	470.40	2024	Server NIC upgrades
ZOOM.US 888-799-9666	100	410	1330	43190	0000	126.97	2024	Zoom licenses - September
WWW.SIRIUSCOM.COM	100	410	1330	43190	0000	2,376.44	2024	Office 365 licenses
WWW.SIRIUSCOM.COM	100	410	1330	43190	0000	657.14	2024	Intune Project
WWW.SIRIUSCOM.COM	100	410	1330	43190	0000	39.00	2024	IS Office 365 G3 licenses - 3
COMCAST CABLE COMM	100	410	1330	43250	0000	0.14	2024	Internet Service - IS -August
VZWRLSS*APOCC VISB	100	410	1330	43250	0000	123.69	2024	IS Cell Phones -August
COMCAST CABLE COMM	100	410	1330	43250	0000	148.57	2024	Internet Service - IS -Sept
WWW.SIRIUSCOM.COM	100	410	1330	43250	0000	439.74	2024	Teams Phones and shared Devices
VZWRLSS*APOCC VISB	100	410	1410	42000	0000	72.37	2024	Elections -August
WWW.SIRIUSCOM.COM	100	410	1520	43190	0000	52.00	2024	Finance Office G3 - 4 licenses
I-94 W CHAMBER OF COMMERC	100	410	1520	44360	0000	75.00	2024	Leadership at Every Level - Bruska
I-94 W CHAMBER OF COMMERC	100	410	1520	44360	0000	75.00	2024	Leadership at Every Level - Rathlisberger
GOVERNMENT FINANCE OFFIC	100	410	1520	44360	0000	35.00	2024	GFOA Training - Forming Relationships Outside the Finance (Part 3) -
GOVERNMENT FINANCE OFFIC	100	410	1520	44360	0000	35.00	2024	GFOA Training - The Language of Numbers (Part 2) - Matt
MINNESOTA SOCIETY OF CPA	100	410	1520	44360	0000	99.00	2024	MNCPA Training - AI Ethics - Matt
FSP*MN GOVT FINANCE OFFIC	100	410	1520	44360	0000	40.00	2024	MNGFOA Training 10/10/24 for Amy Solum and Heather Parker
BLUEBEAM INC.	100	410	1910	43190	0000	238.00	2024	Community Development - 2 licenses 09/07/2024 - 09/06/2025
WWW.SIRIUSCOM.COM	100	410	1910	43190	0000	39.00	2024	Community dev. Office 365 G3 - 3 licenses
VZWRLSS*APOCC VISB	100	410	1910	43250	0000	82.46	2024	Planning and Community Development -August
I-94 W CHAMBER OF COMMERC	100	410	1910	44360	0000	150.00	2024	Leadership Summit Registration - Angell/Henderson
CUB FOODS- ROGERS	100	410	1910	44360	0000	24.75	2024	Twin Cities EconDev Meeting Water-Snacks
DUNKIN #358658	100	410	1910	44360	0000	46.97	2024	Twin Cities EconDev Meeting Coffee
SENSIBLE LAND USE COALITI	100	410	1910	44360	0000	48.00	2024	Missing Middle Housing SLUC Event Registration
VZWRLSS*APOCC VISB	100	410	1940	43250	0000	41.23	2024	Custodian -August
4TE*COMMERS CONDITIONED W	100	410	1940	43820	0000	24.95	2024	Water service @ City Hall
CENTERPOINTENERGY MN GAS	100	410	1940	43830	0000	26.60	2024	Hassan Town Hall Gas - Account 3593442-8 - August
AMZN MKTP US*0L6O33DZ3	100	410	1941	42100	0000	42.99	2024	EC Cleaning Supplies--Enzyme concentrate
AMAZON MKTPL*7P2LD79Q3	100	410	1941	42100	0000	51.56	2024	EC Cleaning Supplies--brushes, Clorox
AMAZON MKTPL*KZ9B784T3	100	410	1941	42100	0000	174.40	2024	EC Cleaning Supplies-Degreaser, deodorizer
AMERICAN AED LLC	100	410	1941	42102	0000	461.00	2024	AED Replacement Pads/Battery
AMAZON MKTPL*F45F640Q3	100	410	1941	42102	0000	296.92	2024	Protective Glass for EC Fire Pit
WWW.SIRIUSCOM.COM	100	410	1941	43190	0000	6.50	2024	Schmiedlin G3 license (1/2)
VZWRLSS*APOCC VISB	100	410	1941	43250	0000	20.62	2024	Community Room Cell Phone -August
COMCAST CABLE COMM	100	410	1941	43250	0000	77.77	2024	Analog, Internet and TV service - Event Center -Sept
CENTERPOINTENERGY MN GAS	100	410	1941	43830	0000	148.47	2024	Centerpoint Energy Balance-CR
SAMSCLUB.COM	100	410	1950	42000	0000	29.58	2024	Coffee
BLUEBEAM INC.	100	410	1950	43190	0000	423.00	2024	Engineering - 3 licenses 09/07/2024 - 09/06/2025
WWW.SIRIUSCOM.COM	100	410	1950	43190	0000	39.00	2024	Engineering G3 licenses: Bendiske, Albers, Williams
VZWRLSS*APOCC VISB	100	410	1950	43250	0000	185.53	2024	Engineering Cell Phone -August

September 2024 US Bank P-Card Allocations								
Vendor	Account					Amount	Fiscal Year	Description
FBI RETAIL STO12010070	100	420	2100	42000	0000	52.00	2024	Marine Mart PadFolio purchase - FBI Academy
AMAZON MKTPL*CZ8PQ7QK3	100	420	2100	42100	0000	37.57	2024	Laptop Bag for New Sgt Laptop
THE TEE HIVE	100	420	2100	42100	0000	195.00	2024	Department lanyards for ID's
MINNESOTA COUNTY ATTORNEY	100	420	2100	42100	0000	144.00	2024	2024 Criminal Code Books for Detectives
AMAZON MARK* R41566AX0	100	420	2100	42102	0000	87.00	2024	Clean Room Filters
AMZN MKTP US*RU4LB4L61	100	420	2100	42105	0000	164.95	2024	Ketch-All Pole
AMAZON MKTPL*RU8O30NZ0	100	420	2100	42105	0000	55.37	2024	Dog Leash and Bite Proof Gloves
AMZN MKTP US*RU37H7J10	100	420	2100	42105	0000	150.68	2024	Traffic Cones
IN *CROTEGA, LLC	100	420	2100	42105	0000	334.79	2024	REPULS Chemical Irritant
ASP INC	100	420	2100	42105	0000	290.37	2024	Cuff case, Baton, Grip Cap, Scabbard
GALLS	100	420	2100	42105	0000	164.63	2024	Rechargeable Flashlight
GALLS	100	420	2100	42105	0000	76.14	2024	Duty Belt
LS FBI NATIONAL ACADE	100	420	2100	42105	0000	79.50	2024	SmartNoteBook, MousePad, Portfolio
CHEWY.COM	100	420	2100	42107	0000	104.49	2024	K9 Zeus Food
CASEYS #3460	100	420	2100	42120	0000	35.08	2024	Gas for DTF Squad
KWIK TRIP #812	100	420	2100	42120	0000	54.53	2024	Gas for DTF Squad
EXXON UPPY'S #59	100	420	2100	42120	0000	34.76	2024	Foster fuel at FBI Training - Squad 6844
7-ELEVEN 34512	100	420	2100	42120	0000	49.23	2024	Foster fuel at FBI Training - Squad 6844
SHELL OIL 57543025803	100	420	2100	42120	0000	57.32	2024	Foster fuel at FBI Training - Squad 6844
WAWA 697	100	420	2100	42120	0000	46.00	2024	Foster fuel at FBI Training - Squad 6844
WAWA 665	100	420	2100	42120	0000	41.69	2024	Foster fuel at FBI Training - Squad 6844
EXXON TIMBER RIDGE PIT ST	100	420	2100	42120	0000	33.19	2024	Foster fuel at FBI Training - Squad 6844
EXXON FAIRLAKES	100	420	2100	42120	0000	21.68	2024	Foster fuel at FBI Training - Squad 6844
AMAZON RETA* ZT9IL2P00	100	420	2100	42170	0000	71.67	2024	Air Purifier
SQ *ALL SEASONS CANINE CO	100	420	2100	43105	0000	50.00	2024	K9 Zeus Lodging
WWW.SIRIUSCOM.COM	100	420	2100	43190	0000	416.00	2024	Police Office G3 licenses - 32 licenses
COMCAST CABLE COMM	100	420	2100	43210	0000	235.04	2024	Analog and TV Service - Police -Sept
USPS PO 2680000985	100	420	2100	43220	0000	9.80	2024	USPS Warrant Sent Insured via Priority Mail
VZWRLSS*APOCC VISB	100	420	2100	43250	0000	1,402.34	2024	Police Department Cell Phones -August
THE TEE HIVE	100	420	2100	43500	0000	818.00	2024	Printed CPA apparel - attendees
MISTER CAR WASH #1601	100	420	2100	44040	0000	35.88	2024	Beck car wash plan - Squad 6845
MISTER CAR WASH #1601	100	420	2100	44040	0000	35.88	2024	Wills car wash plan - Squad 6831
MISTER CAR WASH #1601	100	420	2100	44040	0000	35.88	2024	Foster car wash plan - Squad 6844
SAFELITE AUTOGLASS	100	420	2100	44040	0000	874.57	2024	Windshield Repair - Squad 6844
EDEN K9 CONSULTING	100	420	2100	44330	0000	174.00	2024	K9 Training and Deployment Tracker yearly subscription
APPLE.COM/BILL	100	420	2100	44330	0000	2.99	2024	iCloud Storage Plan for Work Phone
DQ INC	100	420	2100	44360	0000	10.75	2024	Lunch - Annandale Shoot Training - Bateman
BILLY DS CROOKED TAVERN	100	420	2100	44360	0000	85.00	2024	Lunch for UOF Training - Campbell, Higgins, Tushar, Fischer, Peterso
BCA TRAINING EDUCATION	100	420	2100	44360	0000	75.00	2024	MN BCA DMT Online Recertification Training
DQ INC	100	420	2100	44360	0000	14.51	2024	UOF Training Lunch
BILLY DS CROOKED TAVERN	100	420	2100	44360	0000	90.00	2024	Lunch - Firearms Training - Dupic, Higgins, Madson, Justen, Tushar, H
HAMPTON INNS	100	420	2100	44360	0000	3.50	2024	Hotel Charge FBI Training - shared receipt
HAMPTON INNS	100	420	2100	44360	0000	401.02	2024	Hotel Stay FBI Training - shared receipt
SUBWAY 16984	100	420	2100	44360	0000	34.86	2024	9/10 Firearms Training Lunch - Nelson, Rose
MCDONALD'S F33719	100	420	2100	44360	0000	27.11	2024	9/13 Firearms Training Lunch - Nelson, Bateman
DELTA AIR BAGGAGE FEE	100	420	2100	44360	0000	35.00	2024	Flight fee - FBI LEEDA Training - South Carolina
MSP POD1 FOODHALL	100	420	2100	44360	0000	20.47	2024	Lunch - FBI LEEDA Training - South Carolina
SUBWAY 26508	100	420	2100	44360	0000	12.34	2024	Dinner - FBI LEEDA Training - South Carolina
RED BOWL ASIAN BISTRO	100	420	2100	44360	0000	15.49	2024	Lunch - FBI LEEDA Training - South Carolina
STARBUCKS STORE 11768	100	420	2100	44360	0000	5.72	2024	Bkfst - FBI LEEDA Training - South Carolina
TST* TIPSY TACO - CLEMSON	100	420	2100	44360	0000	21.08	2024	Dinner - FBI LEEDA Training - South Carolina
THE ESSO CLUB	100	420	2100	44360	0000	12.33	2024	Lunch - FBI LEEDA Training - South Carolina
STARBUCKS 11768	100	420	2100	44360	0000	12.99	2024	Bkfst - FBI LEEDA Training - South Carolina
TST* CSP - CLEMSON	100	420	2100	44360	0000	13.97	2024	Dinner - FBI LEEDA Training - South Carolina
STARBUCKS STORE 11768	100	420	2100	44360	0000	11.99	2024	Bkfst - FBI LEEDA Training - South Carolina
TST* TIPSY TACO - CLEMSON	100	420	2100	44360	0000	23.44	2024	Dinner - FBI LEEDA Training - South Carolina
MCALISTER'S 1372	100	420	2100	44360	0000	18.08	2024	Lunch - FBI LEEDA Training - South Carolina
TRADITIONS ON THE LAKE	100	420	2100	44360	0000	10.60	2024	Lunch - FBI LEEDA Training - South Carolina
STARBUCKS STORE 11768	100	420	2100	44360	0000	11.03	2024	Bkfst - FBI LEEDA Training - South Carolina

September 2024 US Bank P-Card Allocations								
Vendor	Account					Amount	Fiscal Year	Description
TROPICAL GRILLE CLEMSON	100	420	2100	44360	0000	13.28	2024	Lunch - FBI LEEDA Training - South Carolina
TST* WALK-ON'S - CLEMSON,	100	420	2100	44360	0000	12.81	2024	Dinner - FBI LEEDA Training - South Carolina
TST* TIPSY TACO - CLEMSON	100	420	2100	44360	0000	6.48	2024	Dinner - FBI LEEDA Training - South Carolina
TST*MODESTO TRATTORIA	100	420	2100	44360	0000	25.33	2024	Lunch - FBI LEEDA Training - South Carolina
DELTA AIR BAGGAGE FEE	100	420	2100	44360	0000	35.00	2024	Flight fee - FBI LEEDA Training - South Carolina
LAKESIDE LODGE CLEMSON	100	420	2100	44360	0000	810.83	2024	Lodging - FBI LEEDA Training - South Carolina
DQ INC	100	420	2100	44360	0000	14.62	2024	UOF Training -Lunch
BUDGET.COM PREPAY	100	420	2100	44360	0000	(81.68)	2024	Refund-Budget Change Reservation from PrePaid Amt
DELTA AIR 0062263147634	100	420	2100	44360	0000	206.76	2024	Flight Change Fee - Travel - Foster FBI Graduation
CAPRIOTTIS SANDWICH SHOP	100	420	2100	44360	0000	21.65	2024	Dinner - Foster FBI Graduation
MINNEAPOLIS AIRPORT	100	420	2100	44360	0000	24.23	2024	Lunch - Foster FBI Graduation
MISSION BBQ STAFFORD-STOR	100	420	2100	44360	0000	28.23	2024	Lunch - Foster FBI Graduation
FATTYS TAPHOUSE	100	420	2100	44360	0000	50.03	2024	Dinner - Foster FBI Graduation
SQ *CREWS DCA LLC	100	420	2100	44360	0000	22.15	2024	Lunch - Foster FBI Graduation
HAMPTON INNS	100	420	2100	44360	0000	400.44	2024	Accomodation - Foster FBI Graduation
BUDGET RENT A CAR	100	420	2100	44360	0000	102.53	2024	Travel - Foster FBI Graduation
TST* AIR VENTURES - GRILL	100	420	2100	44360	0000	27.72	2024	Breakfast - Foster FBI Graduation
CHICK-FIL-A #03708	100	420	2100	44360	0000	15.62	2024	UOF Training - Lunch
BILLY DS CROOKED TAVERN	100	420	2100	44360	0000	30.22	2024	Lunch - Use of Force Training - Wilhoite and Weigman
DQ INC	100	420	2100	44360	0000	12.49	2024	UOF Training - Lunch
VCN*MONTICELLODMVCTR	100	420	2100	44370	0000	74.06	2024	Tabs for 2 police vehicles
AMAZON.COM*Z890W53E1	100	420	2210	42000	0000	29.73	2024	Manila File Folders
AMAZON MKTPL*SH53L07U3	100	420	2210	42000	0000	39.77	2024	Kleenex & Paper Cutter
TARGET 00021931	100	420	2210	42100	0000	9.37	2024	Dish Soap & Lighters-Man vs. Machine Kit
HARBOR FREIGHT TOOLS3250	100	420	2210	42105	0000	507.50	2024	Hand tools for NFPA tool boxes
HARBOR FREIGHT TOOLS3250	100	420	2210	42105	0000	34.93	2024	Hand tools for NFPA tool boxes
CLEANNPRESS	100	420	2210	42180	0000	15.86	2024	CH1 Uniform P. Farrens
AMAZON MKTPL*ZT91Z0Z70	100	420	2210	42180	0000	302.97	2024	Duty Boots-Beach, Carlson, Skomra
AMAZON MARK* ZT9122S62	100	420	2210	42180	0000	102.94	2024	Duty Pants-Beach, Carlson (to be returned)
AMAZON MARK* ZT0IL4SH2	100	420	2210	42180	0000	12.25	2024	Captain Collar Brass
AMAZON MARK* Z81GH6412	100	420	2210	42180	0000	56.88	2024	Leather Belt-Carlson, Beach
AMAZON MARK* Z88L59OT1	100	420	2210	42180	0000	79.00	2024	Duty Pants-Beach
NFPA NATL FIRE PROTECT	100	420	2210	43190	0000	125.08	2024	NFPA Link Code Subscription Service 1 Year
FIRSTARRIVING.IO	100	420	2210	43190	0000	519.00	2024	First Arriving-DFM Box
WWW.SIRIUSCOM.COM	100	420	2210	43190	0000	577.47	2024	Office 365 licenses for 37 fire fighters
WWW.SIRIUSCOM.COM	100	420	2210	43190	0000	52.00	2024	Fire Office G3 Licenses - Patrick, Jeff, Jason, Ashley
VZWRLSS*APOCC VISB	100	420	2210	43250	0000	164.92	2024	Fire Dept cell phones -August
CENTERPOINTENERGY MN GAS	100	420	2210	43830	0000	116.66	2024	Centerpoint Energy Balance-Fire Dept
CK HOLIDAY # 06405	100	420	2210	44040	0000	33.00	2024	Squad/Rescue Car Wash-July
MISTER CAR WASH #1601	100	420	2210	44040	0000	35.88	2024	SQ1 Car Wash Pass - August
CK HOLIDAY # 06405	100	420	2210	44040	0000	16.50	2024	Squad/Rescue Car Wash-August
PELOTON* MEMBERSHIP	100	420	2210	44330	0000	47.87	2024	Peloton Membership - August
ACTIVE911 INC	100	420	2210	44330	0000	879.16	2024	Active911 Subscription Annual Subscription
COSTCO WHSE #0648	100	420	2210	44330	0000	65.00	2024	Costco Membership Renewal
AMAZON MKTPL*RU8F402E0	100	420	2210	44360	0000	114.19	2024	EMT Book-Reeves-Chong
SCSU DRIVER IMPROVEMENT O	100	420	2210	44360	0000	30.00	2024	Fire Apparatus Driving Online Course-Willegalle
MINNESOTA STATE FIRE CHIE	100	420	2210	44360	0000	350.00	2024	MN State Fire Chief's Conference-Dunleavy
FSP BOOKS, INC	100	420	2210	44360	0000	64.56	2024	Fire Instructor II Exam Prep Book
COSTCO WHSE #0648	100	420	2210	44385	0000	33.98	2024	Cake & Water-Promotions & Awards
ALERT ALL CORP	100	420	2230	42100	0000	387.00	2024	Firefighter helmets for children
PAYPAL *FIREMARSHAL	100	420	2230	44360	0000	175.00	2024	State Fire Marshal Conference
SAMSCLUB.COM	100	430	3000	42000	0000	29.59	2024	Coffee
AMAZON RETA* T51066UQ3	100	430	3000	42000	0000	41.12	2024	Tea
AMAZON MKTPL*RU0RF6911	100	430	3000	42100	0000	11.81	2024	Triple Antibiotic Ointment
ESCH CONSTRUCTION SUPPLY-	100	430	3000	42105	0000	731.00	2024	Ashalt and concrete blades for chop saw
PAYPAL *ZORO.COM	100	430	3000	42105	0000	76.75	2024	Splice fittings for jack hammer hose
PAYPAL *AM FORESTRY	100	430	3000	42105	0000	501.93	2024	Chain saw, chain sharpener & Depth Gauge
PAYPAL *DGJ INC	100	430	3000	42105	0000	247.42	2024	Grinding wheels for chain sharpener
PAYPAL *DGJ INC	100	430	3000	42105	0000	122.37	2024	Grinding wheels for chain sharpener
PAYPAL *DGJ INC	100	430	3000	42105	0000	122.37	2024	Grinding wheels for chain sharpener
PAYPAL *DGJ INC	100	430	3000	42105	0000	(247.42)	2024	Return: Grinding wheels for chain sharpener
BLUEBEAM INC.	100	430	3000	43190	0000	94.75	2024	Public Works - 3 licenses 09/07/2024 - 09/06/2025
WWW.SIRIUSCOM.COM	100	430	3000	43190	0000	91.00	2024	PW G3 License, 7 licenses
USPS PO 2680000985	100	430	3000	43220	0000	9.68	2024	Notice of contract termination-Fiber Locator
VZWRLSS*APOCC VISB	100	430	3000	43250	0000	103.08	2024	PW Cell Phone -August
HENNEPIN CTY PUBLIC WORKS	100	430	3120	44380	0000	350.00	2024	ROW Permit - Streets
WAVE - *MINNESOTA ASA	100	450	5120	42100	0000	300.00	2024	Softballs for Fall League
WWW.SIRIUSCOM.COM	100	450	5120	43190	0000	13.00	2024	Bauer and Goodriche G3 license
WWW.SIRIUSCOM.COM	100	450	5120	43190	0000	13.00	2024	Hanson G3 license
VZWRLSS*APOCC VISB	100	450	5120	43250	0000	41.23	2024	Recreation and Facilities Coordinator -August
TARGET 00024562	100	450	5120	43445	0000	34.28	2024	DVD and bug spray for Movie in My Park
SQ *SQUARE PAID SERVICES	100	450	5120	44300	0000	35.00	2024	09/24 Square Location Fee Parks and Rec
I-94 W CHAMBER OF COMMERC	100	450	5120	44360	0000	75.00	2024	Leadership Class
THE HOME DEPOT #2821	100	450	5186	42102	0000	55.99	2024	Fall Plants for SC & sand for flag pole base
WWW.SIRIUSCOM.COM	100	450	5186	43190	0000	6.50	2024	Schmiedlin G3 license (1/2)
VZWRLSS*APOCC VISB	100	450	5186	43250	0000	20.62	2024	Senior Center Cell Phone -August
FACEBK *ZS5B5ACHX2	100	450	5186	43420	0000	10.37	2024	Advertisement for Wellness Workshop

September 2024 US Bank P-Card Allocations								
Vendor	Account					Amount	Fiscal Year	Description
ETIX RETAIL	100	450	5186	43443	0000	226.00	2024	State Fair Tickets for Senior Day
AMAZON MUSIC*RU6MS2X11	100	450	5186	44330	0000	11.95	2024	Music for Senior Center
SAMSCLUB.COM	100	450	5200	42000	0000	29.59	2024	Coffee
PAYPAL *SURPLUSCNTR	100	450	5200	42103	0000	433.94	2024	Hydraulic cylinder for garbage truck
VZWRLSS*APOCC VISB	100	450	5200	43250	0000	82.46	2024	Parks Cell Phone -August
SQ *MINNESOTA FALL MAINTE	100	450	5200	44360	0000	120.00	2024	Fall Conference
HC REAL ESTATE SVC FEE	203	465	6500	43140	0000	2.54	2024	CR81 plat recording service fee
HC REAL ESTATE	203	465	6500	43140	0000	102.00	2024	CR 81 plat recording fee
MN005 - GAVIIDAE COMMONS	203	465	6500	44360	0000	22.00	2024	Parking ramp fee- Minneapolis - Plat recording
AMAZON MARK* ZT3LM1I91	205	450	5205	42100	0000	188.94	2024	Replacement Drape Pipe, Toilet Seat, tensa Barrier
AMZN MKTP US*R442L1KT2	205	450	5205	42100	0000	77.20	2024	Water Filter for concessions
AMAZON MARK* R45BF1SU0	205	450	5205	42100	0000	327.39	2024	Printable parking passes, water fountain filters, mop heads
MENARDS MAPLE GROVE MN	205	450	5205	42100	0000	270.74	2024	Spray paint, adapters, duct tape, lubricants, saw blade, Repair Parts
HOLIDAY STATIONS 0452	205	450	5205	42120	0000	32.12	2024	Fuel MIAMA Unit 50
SAMSCLUB.COM	205	450	5205	42550	0000	515.02	2024	Concessions Stock
TARGET.COM *	205	450	5205	42550	0000	27.76	2024	Concessions Stock
SAMSCLUB.COM	205	450	5205	42550	0000	347.10	2024	Concessions Stock
WWW.SIRIUSCOM.COM	205	450	5205	43190	0000	13.00	2024	Bauer and Goodriche G3 license
VZWRLSS*APOCC VISB	205	450	5205	43250	0000	87.46	2024	RAC Cell Phone -August
SQ *SQUARE PAID SERVICES	205	450	5205	44300	0000	35.00	2024	09/24 Square Location Fee RAC
FSP*SUGAR LAKE LODGE	205	450	5205	44360	0000	(40.74)	2024	Refund from conference lodging
AMAZON MKTPL*R42A44C12	449	420	2210	44310	2209	180.99	2024	Flag Poles x2 New Station 2
FIRSTARRIVING.IO	449	420	2210	45200	2209	1,557.00	2024	First Arriving-New Station 2
SAMSCLUB.COM	601	494	9440	42000	0000	29.59	2024	Coffee
AMAZON MKTPL*RU5C880C2	601	494	9440	42010	0000	24.75	2024	Wally Iphone Accessories - 50% Water
AMAZON MKTPL*R415L6SS0	601	494	9440	42100	0000	77.07	2024	Eye Wash for in Wellhouses
BLUEBEAM INC.	601	494	9440	43190	0000	94.75	2024	Public Works - 3 licenses 09/07/2024 - 09/06/2025
WWW.SIRIUSCOM.COM	601	494	9440	43190	0000	8.67	2024	Office G3 Licenses: Parker, Knapp
VZWRLSS*APOCC VISB	601	494	9440	43250	0000	82.46	2024	Water Cell Phone -August
SAMSCLUB.COM	602	495	9490	42000	0000	29.59	2024	Coffee
AMAZON MKTPL*RU5C880C2	602	495	9490	42010	0000	24.76	2024	Wally Iphone Accessories - 50% Sewer
BLUEBEAM INC.	602	495	9490	43190	0000	94.75	2024	Public Works - 3 licenses 09/07/2024 - 09/06/2025
WWW.SIRIUSCOM.COM	602	495	9490	43190	0000	10.00	2024	Office G3 Licenses: Parker, Knapp
VZWRLSS*APOCC VISB	602	495	9490	43250	0000	82.46	2024	Sewer Cell Phone -August
SAMSCLUB.COM	603	496	9495	42000	0000	29.58	2024	Coffee
THE HOME DEPOT #2844	603	496	9495	42100	0000	141.51	2024	Supplies - stakes
BLUEBEAM INC.	603	496	9495	43190	0000	94.75	2024	Public Works - 3 licenses 09/07/2024 - 09/06/2025
WWW.SIRIUSCOM.COM	603	496	9495	43190	0000	10.00	2024	Office G3 Licenses: Parker, Knapp
VZWRLSS*APOCC VISB	603	496	9495	43250	0000	41.23	2024	Storm Water Cell Phone -August
COSTCO WHSE #0372	609	497	9760	42000	0000	10.85	2024	RWAS pens
AMAZON MARK* Z80R53FK2	609	497	9760	42000	0000	22.52	2024	RWAS sharpies, cleaning pen, Label Printer Cleaner
AMAZON RETA* RK5XD3S12	609	497	9760	42000	0000	22.40	2024	RWAS Post- it Notes, Staples
AMZN MKTP US*Z80U93ZK2	609	497	9760	42000	0000	23.40	2024	RWAS job applications
AMAZON MKTPL*ZT4AR1F50	609	497	9760	42010	0000	48.93	2024	RWAS copy paper
AMZN MKTP US*RU09M3SQ1	609	497	9760	42100	0000	281.14	2024	RWAS barrel top for displays
COSTCO WHSE #0372	609	497	9760	42100	0000	162.11	2024	RWAS office chair
AMZN MKTP US*R451N8B61	609	497	9760	42100	0000	207.16	2024	RWAS desk
AMAZON MKTPL*RK7FQ73T1	609	497	9760	42100	0000	17.37	2024	RWAS thermometer
AMAZON MKTPL*RK0W08D32	609	497	9760	42100	0000	200.04	2024	RWAS drill and drill/driver set
AMAZON MKTPL*RK4190SX2	609	497	9760	42100	0000	32.40	2024	RWAS door stops
AMZN MKTP US*RK0Z55561	609	497	9760	42100	0000	387.66	2024	RWAS shelf label trim snapons
AMAZON MKTPL*RK1XQ7Y62	609	497	9760	42100	0000	59.47	2024	RWAS screwdriver, stickers, ext cord
AMAZON MKTPL*RK0MT3BS0	609	497	9760	42100	0000	14.12	2024	RWAS Index Card Stock
AMAZON MARK* ZT1NG5QJ1	609	497	9760	42100	0000	23.47	2024	RWAS shelf label holders, ruler
AMZN MKTP US*HL6TL6N53	609	497	9760	42100	0000	29.20	2024	RWAS patches for employee shirts
AMAZON MKTPL*IC0U44R23	609	497	9760	42100	0000	140.65	2024	RWAS lockboxes, hanging strips, dbl sided tape, Label maker
CUB FOODS	609	497	9760	42100	0000	13.80	2024	RWAS paper towels
AMAZON MARK* RK7CB8AL0	609	497	9760	42100	0000	53.90	2024	RWAS box cutters, Dot stickers for THC
CUB FOODS	609	497	9760	42540	0000	109.16	2024	RWAS pop for resale
CUB FOODS	609	497	9760	42550	0000	34.65	2024	RWAS limes for resale
AMAZON RETA* RK5XD3S12	609	497	9760	42580	0000	96.18	2024	RWAS plastic champ glasses
VZWRLSS*APOCC VISB	609	497	9760	43250	0000	61.85	2024	Liquor Cell Phones -August
AMAZON RETA* ZT2U61RZ0	609	497	9760	43420	0000	15.22	2024	RWAS puppy promo treats
CUB FOODS- ROGERS	609	497	9770	42100	0000	34.15	2024	Muni Fruit, Salt & Pickles
CUB FOODS- ROGERS	609	497	9770	42100	0000	25.74	2024	Muni Fruit
COMCAST ST. PAUL	609	497	9770	43100	0000	585.18	2024	Muni cable August
VZWRLSS*APOCC VISB	609	497	9770	43250	0000	61.85	2024	Liquor Cell Phones -August
SQ *SQUARE PAID SERVICES	609	497	9770	44300	0000	35.00	2024	09/24 Square Location Fee Event Center
AMAZON PRIME*ZB6ZW8LG3	609	497	9770	44330	0000	2.16	2024	Muni Amazon Prime - Football
	100	000	0000	36233	0000	(2,947.34)	2024	2nd Quarter 2024 Purchasing Card Rebate
	100	**000**	**0000**	**10100**	**0000**	**(25,922.10)**		**September 2024 P-Card Allocations**
	203	**000**	**0000**	**10100**	**0000**	**(126.54)**		**September 2024 P-Card Allocations**
	205	**000**	**0000**	**10100**	**0000**	**(1,880.99)**		**September 2024 P-Card Allocations**
	449	**000**	**0000**	**10100**	**0000**	**(1,737.99)**		**September 2024 P-Card Allocations**
	601	**000**	**0000**	**10100**	**0000**	**(317.29)**		**September 2024 P-Card Allocations**
	602	**000**	**0000**	**10100**	**0000**	**(241.56)**		**September 2024 P-Card Allocations**
	603	**000**	**0000**	**10100**	**0000**	**(317.07)**		**September 2024 P-Card Allocations**

September 2024 US Bank P-Card Allocations								
Vendor	Account					Amount	Fiscal Year	Description
	609	000	0000	10100	0000	(2,811.73)		September 2024 P-Card Allocations
				Total		(33,355.27)		
				Payment Total		33,355.27		
				Difference		-		

STAFF REPORT **Meeting Date**: October 22, 2024

ROGERS CITY COUNCIL **Agenda Item**: 5.4

Subject: Approve Professional Services Agreement with SRF Consulting Group for TH 101/I-94 Interchange Bridge Load Rating, City Project No. 2408
Prepared By: Doran Cote, Public Works Director/City Engineer

Overview / Background / Analysis
The City of Rogers has secured federal funding for improvements at the I-94 and TH 101 Interchange in Rogers, MN. The city has developed concept alternatives and found that a Diverging Diamond Interchange (DDI) configuration would be a feasible and cost-effective solution to mitigate current congestion. The DDI was the basis for the successful federal regional solicitation application. Additional alternatives will need to be studied as well to determine the highest value solution. The project is programmed in 2026 in the Transportation Improvement Program (TIP).

The DDI will improve TH 101 operations to/from I-94. At the TH 101 and South Diamond Lake Road intersection north of the interchange, there are double eastbound right-turn lanes and double westbound left-turn lanes feeding into three southbound through lanes. Westbound traffic includes a high volume of trucks traveling from the TA Travel Center. Most of this traffic wants to move into the far-right lane, to enter the eastbound single lane on-ramp loop. Trucks also have difficulty accelerating due to the grades, which creates unsafe weaving issues, congestion, and long queues. The new interchange design retains the three southbound through lanes from South Diamond Lake Road, however, it provides two lanes of traffic onto the eastbound on-ramp in place of a single on-ramp loop.

Staff prepared a draft Request for Proposals (RFP) for engineering services for the DDI conversion and shared the draft RFP with MnDOT for review. MnDOT staff did provide several good comments but also noted that "In my discussion with MnDOT bridge maintenance I learned that this bridge will be sensitive to additional loading. Understanding if the new bridge profile will require significant new loading on the deck to convert it to a DDI would be good to look at early. If there is a load increase that would trigger bridge work, it would likely trigger a whole new bridge to the design and construction of that particular bridge. Which would expand the budget significantly."

Based on that comment and rather than issue an RFP with that significant of a qualifier, staff requested a proposal from SRF Consulting Group to determine the expected loading from the DDI conversion. SRF is the engineer that prepared the initial DDI layout and typical section so they have the most understanding of what loading can be expected. Their scope of services will include:

1. Complete a load rating with AASHTO BrR software on the existing bridge condition for comparison purposes
2. Complete a load rating of the proposed bridge condition to set the existing structure up for a diverging diamond interchange (DDI) configuration with reallocated space for traffic configuration to provide for expanded multi-use trail facilities as shown in the concept layout and typical section.
3. Provide a draft memorandum of findings for the City's review and a final memo with City comments addressed. The memo is intended to be used by the City to coordinate changes in the bridge loading as it relates to the bridge's capacity and ability to safely be modified to accommodate the proposed DDI configuration.

The estimated cost to complete the scope of services is $19,482.00.

Staff Recommendation
Motion to Approve Professional Services Agreement with SRF Consulting Group for TH 101/I-94 Interchange Bridge Load Rating, City Project No. 2408

Financial Impact: $19,482 **Source Fund**: 402

Budgeted? No

Supporting Documentation
A. SRF Consultant Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made on the 22nd day of October, 2024, between the **CITY OF ROGERS, 22350 S. Diamond Lake Road, Rogers MN 55374** ("City") and **SRF Consulting Group, Inc. 3701 Wayzata Boulevard, Suite 100, Minneapolis, MN 55416** (“Consultant”).

Preliminary Statement

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

The City and Consultant agree as follows:

1. **Consultant's Services**. The Consultant agrees to provide professional services as described in Exhibit A, Scope of Work, attached hereto and incorporated herein. Consultant agrees to use the City's standard specifications in any bidding documents prepared under this Agreement. The requirements of this section may be waived by the City if the City Engineer determines that they are not necessary for the successful completion of the project. Consultants requesting a requirement to be waived must have written authorization from the City Engineer.

2. **Time for Performance of Services**. The Consultant will perform the services outlined in Exhibit A, Scope of Work within the prescribed days from the date of the contract award. Any changes in this schedule must be approved in writing by the City.

3. **Compensation for Services**. City agrees to pay the Consultant for services as described in Exhibit A, Scope of Work as may be amended from time to time by mutual written agreement by City and Consultant.

4. **Method of Payment**. The Consultant must submit itemized bills for services provided to the City on a monthly basis. Bills submitted will be paid in the same manner as other claims made to the City.

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

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

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

6. **Term**. The term of this Agreement will be from October 23, 2024 through final project closeout by the City Council and receipt of all Consultant deliverables, the date of signature by the parties notwithstanding. This Agreement may be extended upon the written mutual consent of the parties for such additional period as they deem appropriate, and upon the terms and conditions as herein stated.

7. **Termination**. This Agreement may be terminated by City by seven (7) day's written notice to Consultant delivered to the address written above. Upon termination under this provision, the Consultant will be paid for services rendered and reimbursable expenses incurred prior to the effective date of termination.

8. **Subcontractor**. The Consultant must not enter into subcontracts for any of the services provided for in this Agreement without the express written consent of the City.

9. **Independent Contractor**. At all times and for all purposes hereunder, the Consultant is an independent contractor and not an employee of the City. No statement herein shall be construed so as to find the Consultant an employee of the City.

10. **Assignment**. Neither party will assign this Agreement, nor any interest arising herein, without the written consent of the other party.

11. **Services Not Provided For**. No claim for services furnished by the Consultant not specifically provided for herein will be honored by the City.

12. **Severability**. The provisions of this Agreement are severable. If any portion hereof is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision will not affect the remaining provisions of the Agreement.

13. **Entire Agreement**. The entire Agreement of the parties is contained herein. This Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions or waivers of the provisions of this Agreement will be valid

only when expressed in writing and duly signed by the parties unless otherwise provided herein.

14. **Compliance with Laws and Regulations**. In providing services hereunder, the Consultant must abide by all statutes, ordinances, rules and regulations pertaining to the provision of services to be provided. Any violation will constitute a material breach of this Agreement and entitle the City to immediately terminate this Agreement.

15. **Waiver**. Any waiver by either party of a breach of any provisions of this Agreement will not affect, in any respect, the validity of the remainder of this Agreement.

16. **Indemnification**. The Consultant must indemnify and hold harmless the City, its employees and agents, for all claims, damages, losses and expenses, including but not limited to attorney's fees which they may suffer or for which they may be held liable, as a result of, and to the extent of, the negligent or wrongful acts of the Consultant, his or her employees or anyone else for whom he or she is legally responsible in the performance of this Agreement.

17. **Insurance**. During the term of this Agreement, Consultant must maintain a general liability insurance policy with limits of $1,500,000 for each occurrence and $2,000,000 aggregate, for both personal injury and property damage.

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

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

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

Executed as of the day and year first written above.

CITY OF ROGERS

By:_____
Rick Ihli, Mayor

Date:_____

By:_____
Steven Stahmer, City Administrator

Date:_____

SRF, Consulting Group, Inc.

By:_____

Its:_____Contracts Officer_____

Date:_____

SRF No. 18554.PP

October 4, 2024

Doran Cote
Public Works Director
City of Rogers
22350 South Diamond Lake Road
Rogers, MN 55374

Subject: Proposal for Professional Services for TH 101-94 Interchange Bridge Load Rating in Rogers, Minnesota

Dear Doran Cote:

Based on your request, SRF Consulting Group, Inc. (SRF) is pleased to submit this proposal to provide professional services for the completion of a load rating for Bridge No. 27945, which carries Trunk Highway 101 (TH 101)over Interstate 94 (I-94).

Scope of Services

We propose to carry out the work ("Scope of Services"), set forth in Attachment B, attached hereto and incorporated into this Agreement. We propose to carry out the services described as follows:

- Complete a load rating with AASHTO BrR software on the existing bridge condition for comparison purposes
- Complete a load rating of the proposed bridge condition to set the existing structure up for a diverging diamond interchange (DDI) configuration with reallocated space for traffic configurations to provide for expanded multi-use trail facilities as shown in the City-provided concept layout and typical section included with this proposal.
- Provide a draft memorandum (memo) of findings for the City's review and a final memo with City comments addressed. The memo is intended to be used by the City to coordinate changes in the bridge loading as it relates to the bridge's capacity and ability to safely be modified to accommodate the proposed DDI configuration.

Assumptions

(Describe assumptions such as data/material provided by owner, limits of project/study, level of detail, etc.

We assume the following can be made available for our use by the City or MnDOT to support the rating effort:

- Existing bridge plans (these have been acquired from MnDOT's eDOCs website)
- Current load rating (a 1992 rating has been acquired from MnDOT's eDOCs website)

- BrR Software Input file (This will be requested from MnDOT, it is unknown if such a file is available.)

Schedule

We will complete this work within a mutually agreed-upon time schedule.

Basis of Payment/Budget

We propose to be reimbursed for our services on an hourly basis for the actual time expended. Other direct project expenses such as printing, supplies, reproduction, etc., will be billed at cost and mileage will be billed at the current allowable IRS rate for business miles. Invoices are submitted on a monthly basis for work performed during the previous month. Payment is due within 35 days.

Based on our understanding of the project and our scope of services, we estimate the cost of our services to be $19,482, which includes both time and expenses.

Changes in Scope of Services

It is understood that if the scope or extent of work changes, the cost will be adjusted accordingly. Before any out-of-scope work is initiated, however, we will submit a budget request for the new work and will not begin work until we receive authorization from you.

Standard Terms and Conditions

The attached Standard Terms and Conditions (Attachment A), and Scope of Services (Attachment B), together with this proposal for professional services, constitute the entire agreement between the Client and SRF and supersede all prior written or oral understandings. This agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Acceptance/Notice to Proceed

A signed copy of this proposal, mailed or emailed to our office, will serve as acceptance of this proposal and our notice to proceed. The email address is cblack@srfconsulting.com.

We appreciate your consideration of this proposal and look forward to working with you on this project. Please feel free to contact us if you have any questions or need additional information.

Sincerely,

SRF CONSULTING GROUP, INC.

Casey Black, PE
Project Director, Structures

Matthew Cramer, PE
Senior Director, Structures

CB/MC/as

Attachments

- Attachment B, Scope of Work
- Figure 1, TH 101 & I-94 Interchange Layout Concept (City-provided)
- Figure 2, TH 101 & I-94 Interchange Bridge Section Concept (City-provided)

Approved: Doran Cote

_____
(signature)

Name _____

Title _____

Date _____

This cost proposal is valid for a period of 90 days. SRF reserves the right to adjust its cost estimate after 90 days from the date of this proposal.

S:\Marketing\Proposals\2024 Letter Proposals\18554.PP_Rogers TH 101-94 Interchange Bridge Rating\.SRF Groups\Struc\Word Docs\18554.PP_Proposal for TH 101-94 Interchange Load Rating.docx

ATTACHMENT A

STANDARD TERMS AND CONDITIONS

The Standard Terms and Conditions together with the attached Proposal for Professional Services constitute the entire Agreement between the CLIENT and SRF Consulting Group, Inc. ("SRF") and supersede all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

1. STANDARD OF CARE

a. The standard of care for all professional services performed or furnished by SRF under this Agreement will be the care and skill ordinarily used by members of SRF's profession practicing under similar circumstances at the same time and in the same locality. SRF makes no warranties, expressed or implied, under the Agreement or otherwise, in connection with SRF's service.

b. The CLIENT shall be responsible for, and SRF may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to SRF pursuant to this Agreement. SRF may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

2. INDEPENDENT CONTRACTOR

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the CLIENT and SRF and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or SRF. SRF's services under this Agreement are being performed solely for the CLIENT's benefit, and no other entity shall have any claims against SRF because of this Agreement or the performance or nonperformance of services hereunder.

3. PAYMENT TO SRF

Invoices will be prepared in accordance with SRF's standard invoicing practices and will be submitted to the CLIENT by SRF monthly, unless otherwise agreed. Invoices are due and payable within thirty-five (35) days of receipt. If the CLIENT fails to make any payment due SRF for services and expenses within forty-five (45) days after receipt of SRF's invoice thereafter, the amounts due SRF will be increased at the rate of 1-1/2% per month (or the maximum rate of interest permitted by law, if less). In addition, SRF may, after giving seven days written notice to the CLIENT, suspend services under this Agreement until SRF has been paid in full of amounts due for services, expenses, and other related charges.

4. OPINION OF PROBABLE CONSTRUCTION COST

Any opinions of costs prepared by SRF represent its judgment as a design professional and are furnished for the general guidance of the CLIENT. Since SRF has no control over the cost of labor, materials, market condition, or competitive bidding, SRF does not guarantee the accuracy of such cost opinions as compared to contractor or supplier bids or actual cost to the CLIENT.

5. INSURANCE

SRF will maintain insurance coverage for Workers' Compensation, General Liability, Automobile Liability and Professional Liability and will provide certificates of insurance to the CLIENT upon request.

6. INDEMNIFICATION AND ALLOCATION OF RISK

To the fullest extent permitted by law, SRF agrees to indemnify and hold harmless the CLIENT, their officers, directors and employees against all damages, liabilities or costs (including reasonable attorneys' fees and defense costs) to the extent caused by SRF's negligent acts under this Agreement and that of its subconsultants or anyone for whom SRF is legally liable.

7. TERMINATION OF AGREEMENT

Either party may at any time, upon seven days prior written notice to the other party, terminate this Agreement. Upon such termination, the CLIENT shall pay to SRF all amounts owing to SRF under this Agreement, for all work performed up to the effective date of termination.

8. OWNERSHIP AND REUSE OF DOCUMENTS

All documents prepared or furnished by SRF pursuant to this Agreement are instruments of service, and SRF shall retain an ownership and property interest therein. Reuse of any such documents by the CLIENT shall be at CLIENT's sole risk; and the CLIENT agrees to indemnify, and hold SRF harmless from all claims, damages, and expenses including attorney's fees arising out of such reuse of documents by the CLIENT or by others acting through the CLIENT.

9. FORCE MAJEURE

SRF shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond SRF's reasonable control.

10. ASSIGNMENT

Neither party shall assign its rights, interests or obligations under this Agreement without the express written consent of the other party.

11. BINDING EFFECT

This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors, and assigns.

12. SEVERABILITY AND WAIVER OF PROVISIONS

Any provisions or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the CLIENT and SRF, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

13. SURVIVAL

All provisions of this Agreement regarding Ownership of Documents and Reuse of Documents, Electronic Media provisions, Indemnification and Allocation of Risk, and Dispute Resolution shall remain in effect.

14. DISPUTE RESOLUTION

CLIENT and SRF agree to use their best efforts to resolve amicably any dispute. In the event that a dispute cannot be resolved, upon the joint concurrence of the parties to the selection of a mediator, the dispute will be submitted to mediation.

15. CONTROLLING LAW

The laws of the state of Minnesota govern this Agreement. Legal proceedings, if any, shall be brought in a court of competent jurisdiction in the county where the Project is located.

16. SITE SAFETY

SRF shall not at any time supervise, direct, control or have authority over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety and security precautions and programs in connection with the work performed by any Contractor for the Project, nor for any failure of any Contractor to comply with laws and regulations applicable to such Contractor's work, since these are solely the Contractor's rights and responsibilities. SRF shall not be responsible for the acts or omissions of any Contractor or Owner, or any of their agents or employees, or of any other persons (except SRF's own employees and consultants), furnishing or performing any work for the Project, except as specifically outlined in SRF's scope of services.

17. GOVERNMENT DATA PRACTICES AND INTELLECTUAL PROPERTY RIGHTS.

SRF shall comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to: (1) all data provided by the Client pursuant to this Agreement; and (2) all data, created, collected, received, stored, used, maintained, or disseminated by SRF pursuant to this Agreement. SRF is subject to all the provisions of the Minnesota Government Data Practices Act, including but not limited to the civil remedies of Minnesota Statutes Section 13.08, as if it were a government entity. In the event SRF receives a request to release data, SRF will immediately notify the Client. The Client will give SRF instructions concerning the release of the data to the requesting party before the data is released.

SRF Consulting Group, Inc.

Client: City of Rogers

Project: TH 101/94 Interchange Bridge Load Rating

Subconsultants: n/a

ATTACHMENT B - SCOPE OF WORK

Work Tasks and Person-Hour Estimates

18554.PP

TASK NO.	SUMMARY OF TASKS
1.0	Bridge Load Rating
2.0	Civil Design

Project Overview:

City mentioned that MnDOT (Ben Klismith) was reviewing the RFP scope for the TH 94 / 101 DDI project and Ben noted that the existing TH 101 bridge over TH 94 may not have capacity to add dead load for the proposed design. Additional dead load may push the bridge to become a reconstruct versus a modification and increase project cost for the City. The current project budget in the City CIP does not account for bridge reconstruction. Doran would like to perform a bridge loading analysis to determine if the bridge can be modified before he releases an RFP.

Scope:

Complete two load ratings to compare capacity changes in superstructure only between the following concepts:

- Existing Bridge based on as-built plans provided by City or MnDOT (eDOCs)
- Proposed condition for DDI configuration from regional solicitation application (City has provided)
- Summarize findings in a memorandum

Schedule:

Oct. 2024 Complete Load Rating & summary memo within two weeks.

SRF Consulting Group, Inc.

Work Tasks and Person-Hour Estimates

Client: City of Rogers

Project: TH 101/94 Interchange Bridge Load Rating

Subconsultants: n/a

18554.PP

TASK NO.	TASK DESCRIPTION	PROF. VIII-VII	PROF. VI	PROF. V	PROF. IV	PROF. III	PROF. II	PROF. I	TECH.	SUPPORT	TOTALS	EST. FEE
1.0	**Bridge Load Rating**											
	Assumptions:											
	- Complete load rating w/ BrR for the following conditions:											
	- Existing bridge 27945											
	- Proposed bridge modification for DDI (City-provided)											
	- Complete findings memo with summary for the City's use in scope review of the proposed modification with MnDOT (bridge owner).											
	- Existing bridge plans (2009) are on file with MnDOT and can be made for SRF's use.											
	- Prior rating (1992) is on file with MnDOT and can be made available for SRF's use.											
	- Most recent bridge invenorty and inspection report (2024) is on file and can be made available for SRF's use.											
	- Proposed modification for DDI includes (see City-provided figure)											
	- SB Shld: Replace concrete barrier											
	- Center Median: Provide new barrier-separated trail											
	- NB shld: Improve barrier-separated walk & fence. Replace conc. barrier and fence											
	- SB Lanes: reduce from 3 to 2 thru/turn lanes											
	- NB Lanes: maintain 3 thru/turn lanes											
	Client Deliverables:											
	- Memo review and comments (assume 1 round of comments)											
1.1	Concept Figures	-	-	4	-	-	-	-	20	-	24	$4,256.00
	- Existing: Plan View & Transverse Section Details											
	- Proposed: Plan View & Transverse Section Details											
1.2	Load Rating:	-	-	8	-	40	-	-	-	-	48	$7,672.00
	- Existing Bridge											
	- Modified Bridge											
1.3	Findings Memo:	2	-	12	-	-	-	-	-	-	14	$3,034.00
	- 1 draft submittal											
	- 1 final submittal											
	SRF Deliverables:											
	- Findings Memo & Concept Figures											
	SUBTOTAL - TASK 1	**2**	**0**	**24**	**0**	**40**	**0**	**0**	**20**	**0**	**86**	**$14,962.00**

SRF Consulting Group, Inc.

Client: City of Rogers

Project: TH 101/94 Interchange Bridge Load Rating

Subconsultants: n/a

Work Tasks and Person-Hour Estimates

18554.PP

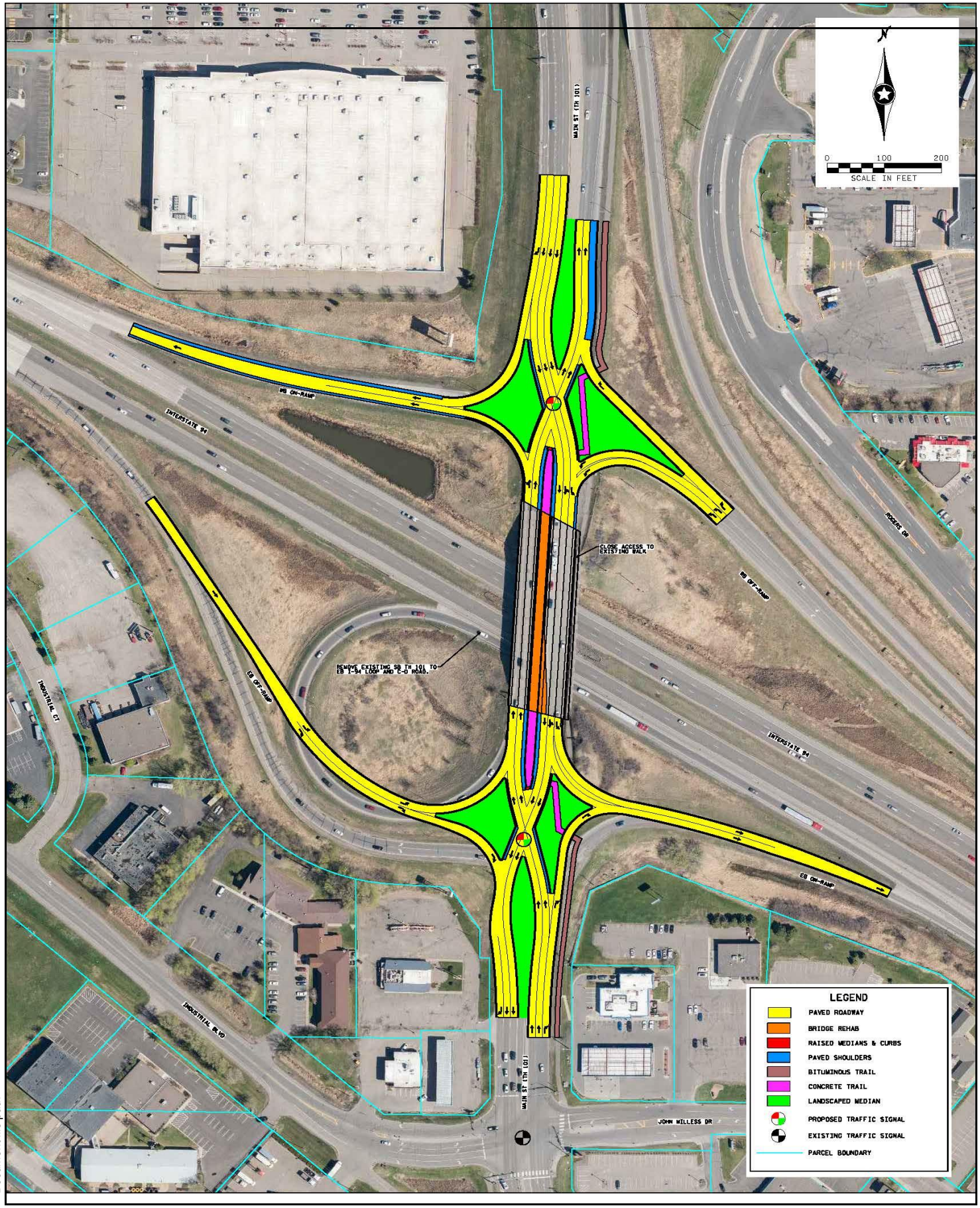
TASK NO.	TASK DESCRIPTION	PROF. VIII-VII	PROF. VI	PROF. V	PROF. IV	PROF. III	PROF. II	PROF. I	TECH.	SUPPORT	TOTALS	EST. FEE
2.0	**Civil Design**											
	Assumptions:											
	- Civil design support to facilitate concept graphics & bridge rating											
	- Proposed traffic configuration, design speed, & other info.											
	Client Deliverables:											
	- n/a											
2.1	Concept support	-	4	-	-	24	-	-	-	-	28	$4,520.00
	SRF Deliverables:											
	- n/a											
	SUBTOTAL - TASK 2	**0**	**4**	**0**	**0**	**24**	**0**	**0**	**0**	**0**	**28**	**$4,520.00**
	TOTAL ESTIMATED PERSON-HOURS	**2**	**4**	**24**	**0**	**64**	**0**	**0**	**20**	**0**	**114**	
	AVERAGE HOURLY BILLING RATE	$263.00	$230.00	$209.00	$180.00	$150.00	$138.00	$123.00	$171.00	$147.00		
	ESTIMATED LABOR AND OVERHEAD	$526.00	$920.00	$5,016.00	$0.00	$9,600.00	$0.00	$0.00	$3,420.00	$0.00		$19,482.00
	SRF ESTIMATED DIRECT NON-SALARY EXPENSES											$0.00
											SUBTOTAL: (SRF Labor and Expenses)	$19,482.00
											SUBCONSULTANTS:	$0.00
	TOTAL ESTIMATED FEE (SRF and Subconsultants combined)											**$19,482.00**

SRF ESTIMATE OF DIRECT NON-SALARY EXPENSES:

MILEAGE:	Personal Vehicles	0	Miles @	$0.670	$0.00
RENTAL VEHICLE:					$0.00
MEALS:		0	Meals @	$13.00	$0.00
LODGING:	Hotel	0	Nights @	$100.00	$0.00
REPRODUCTION:	Copy Duplication	0	Copies @	$0.10	$0.00
	Color Copies	0	Copies @	$0.35	$0.00
	Bond Prints	0	Prints @	$6.00	$0.00
	Mylar Prints	0	Prints @	$12.00	$0.00
COURTHOUSE COPIES:		0	Copies @	$1.00	$0.00
PRINTING:					$0.00
SUPPLIES:					$0.00
COMMUNICATIONS:	Mail, Express, Etc.				$0.00
	Cell Phone Charges	0	Minutes @	$0.30	$0.00
				SRF EXPENSES:	**$0.00**

SUBCONSULTANTS:

n/a	$0.00
SUBCONSULTANTS:	**$0.00**



Document file path

SRF

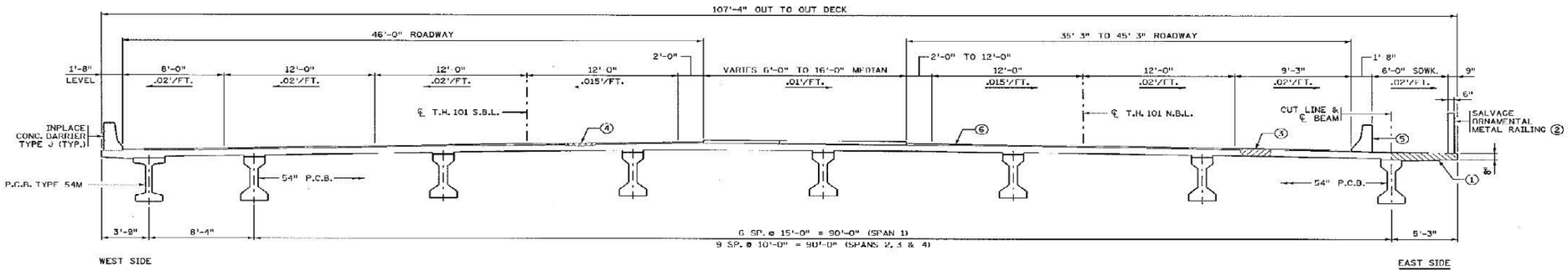
SRF No. / Task

TH 101 & I-94 Interchange

Plan View

City of Rogers

Figure 1

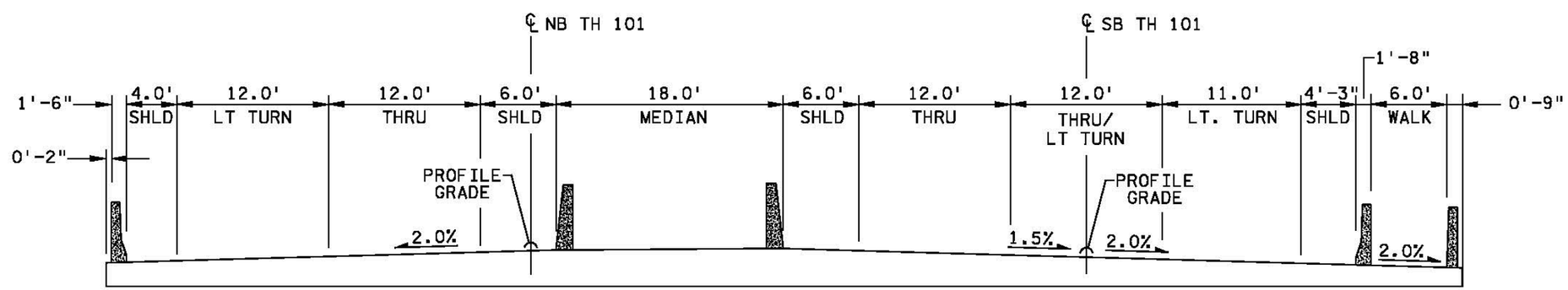


TRANSVERSE SECTION

(SPAN 1 SHOWN)

BRIDGE 27945

EXISTING TYPICAL SECTION



BRIDGE 27945

DDI CONVERSION TYPICAL SECTION

Document file path

SRF No. / Task

TH 101 & I-94 Interchange

Bridge Cross Section

City of Rogers

Figure 2

STAFF REPORT **Meeting Date**: October 22, 2024

ROGERS CITY COUNCIL **Agenda Item**: 5.5

Subject: Approval of Resolution 2024-95 Approving Site Improvements at 21400 John Milless Drive (Municipal Bar Property) by Craft & Crew Hospitality, Inc.
Prepared By: Brett Angell, Community Development Director

Overview / Background / Analysis
On June 11, 2024, the City of Rogers entered into a Purchase Agreement for the sale of the existing on-sale municipal bar located at 21400 John Milless Drive ("Property") to Craft & Crew Hospitality, Inc. ("Applicant") for the purposes of the property being refurbished and altered into a new bar and restaurant. The city has owned and operated this location as a on-sale bar since the late 1970s and numerous factors went into the decision to sell the property. The Applicant has submitted a site plan amendment application seeking approval of their alterations and plans for the property. The proposed changes to the site include restructuring of the parking lot, significant rehab to the interior and exterior of the building, expansion of the patio space, and the addition of outdoor entertainment space.

Property Details
The Property is 2.03 acres in size and is currently zoned LC – Local Employment Center and is guided as Commercial in the 2040 Comprehensive Plan. The proposed use is consistent with the zoning and guidance for the property. Adjacent uses to the property include a gas station to the west, bar/restaurant to the east (Clive's), I-94 to the north, and CVS/medical offices to the south. Additionally, the property is currently interconnected with the adjacent Clive's and Holiday properties via access aisles.

Building Changes
The proposed changes to the building include significant interior renovations with the inclusion of adding a full commercial kitchen. The coolers will be relocated to the exterior at the rear of the property to allow for additional space to be dedicated towards adding the kitchen. Additionally, a shed and grease tanks are proposed to be added to the north and west sides of the property for storage. Said tanks are proposed to be screened via 6' fencing.

On the south and west sides of the building, the Applicant is proposing to slightly expand and alter the patio seating area. The proposed patio seating includes covering a portion of the exterior seating area and adding an uncovered area to the east of the main entrance.

Architecturally, the Applicant proposal is to update the current look of the facility with a new façade, creation of a more prominent main entrance point, an additional window on

the south side (front) of the building, and an additional door on the west side (patio) of the building.

Parking & Access
The Applicant is proposing to alter and adjust the current parking field by pushing the current parking further towards John Milless Drive (which would align with the adjacent property). This new alignment would make it so that the parking stall islands would align with what is seen at Clive's. Currently, the islands do not align. This change also allow for additional stalls to be created on the south side of the property and for an additional row of stalls to be created near the front of the building. In total, there are 103 parking stalls proposed. There are currently 87 marked spaces at the property. The proposed plan sees a net increase of 16 spaces. The proposed parking plan also creates two (2) additional ADA spaces for a total of six spaces at the property.

No changes are proposed to the two access points on John Milles Drive. They are proposed to continue to be shared by the three properties.

Other Property Changes
The largest change to existing property is proposed for the north side of the property. The area is currently vacant except for the freestanding Holiday sign. The Applicant is proposing to alter this area to create an entertainment/amenity space. This includes the addition of sand volleyball courts and a pickleball court, an outdoor bar (which includes an additional restroom), and an additional space which may be built in the future, which may include outdoor pickleball courts, a playground, or a different type of amenity. In order to accommodate the inclusion of the entertainment space, the existing freestanding Holiday sign is proposed to be moved closer to the property line. The Applicant is working directly with Circle K (ownership of Holiday) on this relocation.

The current trash enclosure is located on the north side of the building. The Applicant is proposing to shift the location of the trash enclosure slightly to the west within the broader parking area.

Planning Commission Review
This request was reviewed at the October 7th Planning Commission meeting. Discussion regarding this item primarily concerned overall traffic and parking items. The Planning Commission unanimously recommended approval of Resolution 2024-95 for the proposed site plan amendment by Craft & Crew Hospitality, Inc. for the property at 21400 John Milless Drive.

Staff Recommendation
Motion to approve Resolution 2024-95 for the proposed site plan amendment by Craft & Crew Hospitality, Inc. for the property at 21400 John Milless Drive.

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

Budgeted? N/A

Supporting Documentation

A. Resolution No. 2024-95
B. Location Map
C. Maps and Plans

RESOLUTION NO. 2024-95

APPROVING AMENDMENTS TO THE SITE PLAN AT 21400 JOHN MILLES DRIVE, ROGERS, MINNESOTA FOR CRAFT & CREW HOSPITALITY, INC.

WHEREAS, Craft & Crew Hospitality ("Applicant") and Theilen and Green ("Architect") have submitted an application to the City of Rogers ("City"), requesting approval of a Site Plan Amendment for alterations to the property located at 21400 John Milless Drive. Said alterations include the conversion of the building to bar/restaurant, alterations to the parking lot area, and the addition of outdoor amenity spaces; and

WHEREAS, the property is 2 (three) acres and zoned Local Employment Center (LC), located at 21400 John Milles Drive and legally described in Exhibit A ("Subject Property") (PID: 23-120-23-12-0014); and

WHEREAS, section 125-27 – Site Plan governs the procedures around site plan review processes, and subsection (b) states: "site plan review and approval is required for a new developments" excepting single-family detached or two-family attached dwellings; and subsection (e) states "the Planning Commission shall evaluate the effects of the proposed site plans. This review shall be based upon, but not be limited to, compliance with the City's Comprehensive Plan and provisions of this Ordinance"; and

WHEREAS, the existing use of the Subject Property is for an on-sale bar and the proposed use if for a bar and restaurant which are permitted uses in the LC zoning district [§125-50 Table 4E]; and

WHEREAS, the proposed development does not create a new or expansion of an existing nonconformity and satisfies zoning and site plan review standards; and

WHEREAS, on October 7, 2024, the Planning Commission reviewed the request and voted unanimously to recommend approval to the City Council of the Site Plan Review, with the following conditions:

a. All engineering comments shall be satisfied prior to construction.
b. Any necessary Elm Creek Watershed Permitting and Requirements shall be met prior to construction.
c. SAC Determination shall be submitted to the Metropolitan Council and all building and connection fees paid prior to issuance of the building permit.

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF ROGERS, MINNESOTA, the Site Plan Review request from Craft & Crew Hospitality, Inc. is hereby approved for the Alterations on the Subject Property based on the conditions found in this resolution.

Moved by Councilmember , seconded by Councilmember

The following voted in favor of said resolution:

The following voted against the same:

The following abstained:

Whereupon said resolution was declared duly passed and adopted, and was signed by the Mayor, and attested by the City Clerk dated this 22nd day of October 2024.

_____
Rick Ihli, Mayor

ATTEST:

_____
Stacie Brown, City Clerk

EXHIBIT A

LEGAL DESCRIPTION

Subject Property
Real property in the County of Hennepin, State of Minnesota, described as follows:

Those parts of Lots 1 and 2, Block 1, Rogers Plaza lying West of a line drawn from a point on the North line of said Lot 1 distant 69.94 feet Northwesterly of the Northeast corner of said Lot1 to a point on the South line of said Lot 2 distant 14.96 feet Ease of the Southwest corner of said Lot 2.

Torrens Property

PID # 23-120-23-12-0014

LOCATION MAP

THE BLOCK

ROGERS, MINNESOTA

ISSUED FOR: BID SET/PERMIT SET/CITY SUBMITTAL

SITE LOCATION MAP

SITE LOCATION

PROJECT CONTACTS		
	NAME & ADDRESS	CONTACT
CIVIL ENGINEER	CIVIL SITE GROUP 5000 GLENWOOD AVE GOLDEN VALLEY, MN 55422	WILL BRUESTLE 612-615-0060 WBRUESTLE@CIVILSITEGROUP.COM
LANDSCAPE ARCHITECT	CIVIL SITE GROUP 5000 GLENWOOD AVE GOLDEN VALLEY, MN 55422	ROB BINDER 612-615-0060 RBINDER@CIVILSITEGROUP.COM
PROPERTY OWNER	CRAFT & CREW HOSPITALITY 819 MAINSTREET HOPKINS, MN 55343	CONTACT NAME PHONE NUMBER EMAIL
ARCHITECT	THIELEN & GREEN 7455 VILLAGE DRIVE, SUITE #110 LINO LAKES, MN 55014	JORDAN BROOKENS 203-275-0247 JORDAN@TANDGARCH.COM
SURVEYOR	CIVIL SITE GROUP 5000 GLENWOOD AVE GOLDEN VALLEY, MN 55422	RORY SYNSTELIEN 612-615-0060 X 712 RORY@CIVILSITEGROUP.COM
GEOTECHNICAL ENGINEER	COMPANY NAME ADDRESS LINE 1 ADDRESS LINE 2	CONTACT NAME PHONE NUMBER EMAIL

ALL EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CONTACT "GOPHER STATE ONE CALL" (651-454-0002 OR 800-252-1166) FOR UTILITY LOCATIONS, 48 HOURS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL REPAIR OR REPLACE ANY UTILITIES THAT ARE DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.

Know what's below. Call before you dig.

SHEET INDEX

SHEET NUMBER	SHEET TITLE
C0.0	TITLE SHEET
C1.0	REMOVALS PLAN
C2.0	SITE PLAN
C2.1	TURNING MOVEMENT
C3.0	GRADING PLAN
C4.0	UTILITY PLAN
C5.0	CIVIL DETAILS
L1.0	LANDSCAPE PLAN
L1.1	LANDSCAPE PLAN ENLARGEMENTS
L1.2	LANDSCAPE PLAN ENLARGEMENTS & DETAILS
SW1.0	SWPPP - EXISTING CONDITIONS
SW1.1	SWPPP - PROPOSED CONDITIONS
SW1.2	SWPPP - DETAILS
SW1.3	SWPPP - NARRATIVE

CivilSite GROUP
Civil Engineering ˚ Surveying ˚ Landscape Architecture
5000 Glenwood Avenue
Golden Valley, MN 55422
civilsitegroup.com 612-615-0060

PRELIMINARY: NOT FOR CONSTRUCTION

PROJECT
THE BLOCK
21400 JOHN MILLESS DRIVE, ROGERS, MN 55374

OWNER
CRAFT & CREW HOSPITALITY
819 MAINSTREET, HOPKINS, MN 55343

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

Matthew R. Pavek

DATE 09/20/24 LICENSE NO. 44263

ISSUE/SUBMITTAL SUMMARY

DATE	DESCRIPTION
09/20/24	BIT SET/PERMIT SET & CITY SUBMITTAL

PROJECT MANAGER	WILL BRUESTLE
CONTACT NUMBER	612-615-0060 X 711
DRAWN BY	WB, RB
REVEIWED BY	
PROJECT NUMBER	24412

REVISION SUMMARY

DATE	DESCRIPTION

TITLE SHEET

C0.0

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OWNER ACKNOWLEDGEMENT

THIELEN & GREEN REQUIRES APPROVAL OF THE FOLLOWING PERMIT DOCUMENTS PRIOR TO SUBMITTING FOR CITY PLAN REVIEW. PLEASE REVIEW THE PERMIT DOCUMENTS IN FULL AND MAKE NOTE OF ANY ADDITIONAL CHANGES THAT SHOULD BE ADDRESSED. AN AUTHORIZED SIGNATURE BELOW INDICATES THE APPROVAL OF THIS DESIGN AND AUTHORIZES THIELEN & GREEN TO PROCEED WITH THE PERMITTING PROCESS AS OUTLINE IN THE CONTRACT AGREEMENT.

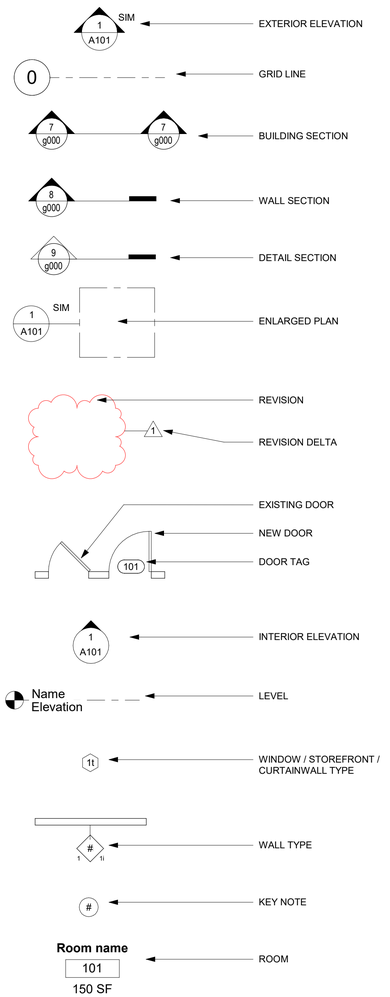
X

CLIENT NAME DATE

ABBREVIATIONS

ACT	ACOUSTIC CEILING TILE	HT	HEIGHT
ADJ	ADJACENT	INSUL	INSULATION
BD	BOARD	MAX	MAXIMUM
BO	BOTTOM OF	MIN	MINIMUM
BM	BEAM	NIC	NOT IN CONTRACT
CL	CENTER LENE	NTS	NOT TO SCALE
CLG	CEILING	OC	ON CENTER
CMU	CONCRETE MASONRY UNIT	PLY WD	PLYWOOD
COL	COLUMN	PT	PRESSURE TREATED
CONC	CONCRETE	PTD	PAINTED
DIM	DIMENSION	RO	ROUGH OPENING
EQ	EQ	TBD	TO BE DETERMINED
EXIST	EXISTING	TYP	TYPICAL
FLR	FLOOR	UNO	UNLESS NOTED OTHERWISE
FO	FACE OF	VIF	VERIFY IN FIELD
FP	FILLER PANEL	W/	WITH
GYP BD	GYPSUM BOARD	WD	WOOD

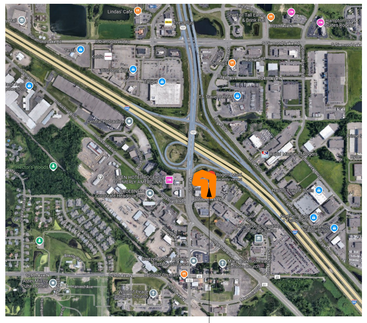
SYMBOLS



GENERAL NOTES

1. IT IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR AND THEIR SUB-CONTRACTORS, MATERIAL SUPPLIERS, AND/OR THEIR CONSULTANTS TO REVIEW THE CONTRACT DOCUMENTS IN ITS ENTIRETY.
2. ITEMS SHOWN IN ONE LOCATION IN THE DRAWINGS AND/OR INCLUDED IN THE SPECIFICATIONS SHALL BE CONSIDERED PART OF THE WORK AND SHALL APPLY AT SIMILAR LOCATIONS THROUGHOUT THE PROJECT. IN THE EVENT OF INCONSISTENCIES BETWEEN THE DRAWINGS PROVIDED THE GENERAL CONTRACTOR SHALL SEEK CLARIFICATION FROM THE ARCHITECT OF RECORD.
3. NO DEVIATIONS FROM THE CONTRACT DOCUMENTS, INCLUDING SPECIFICATIONS, SHALL BE MADE WITHOUT WRITTEN APPROVAL FROM THE OWNER AND/OR ARCHITECT.
4. DO NOT SCALE DRAWINGS.
5. GENERAL CONTRACTOR AND/OR SUB-CONTRACTORS ARE REQUIRED TO VERIFY ALL CONDITIONS PRIOR TO COMMENCING WORK.
6. IT IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO CONFIRM WITH THE OWNER AND/OR LANDLORD ANY PROJECT REQUIREMENTS PRIOR TO BIDDING WORK INCLUDING: PRE-APPROVED SUBCONTRACTORS, MATERIALS, CONSTRUCTION REQUIREMENTS, ETC.
7. THE GENERAL CONTRACTOR SHALL NOTIFY ARCHITECT IN WRITING ANY DISCREPANCIES, ERRORS AND/OR OMISSIONS PRIOR TO STARTING THAT PORTION OF WORK IN A TIMELY MATTER TO ALLOW REVIEW BY AOR AND OWNER FOR RESPONSE. NO WORK IS TO OCCUR IN AREA OF CONFLICT UNTIL WRITTEN RESPONSE AND APPROVAL IS ACHIEVED BY ALL PARTIES (OWNER, ARCHITECT, GENERAL CONTRACTOR).
8. THE GENERAL CONTRACTOR IS TO NOTIFY ARCHITECT AND OWNER IMMEDIATELY ANY HAZARDOUS SUBSTANCES ENCOUNTERED IN THE FIELD.
9. ALL WORK SHALL BE PERFORMED BY APPROPRIATE SKILLED PERSONALE AND MATERIALS USED SHALL BE OF FIRST QUALITY.
10. THE GENERAL CONTRACTOR IS RESPONSIBLE TO PROTECT THE EXISTING STRUCTURE, FINISHES, LANDSCAPING, MEP SYSTEMS UNLESS REQUIRED TO REMOVE OR REPLACE AS SPECIFIED IN THE CONSTRUCTION DOCUMENTS
11. WATER RESISTANT GYP. BD. SHALL BE USED AT ALL WET LOCATIONS
12. ALL EXISTING WALLS AND/OR FENESTRATION ARE TO REMAIN U.N.O.
13. IF REQUIRED, THE GENERAL CONTRACTOR SHALL PREPARE FIRE SPRINKLER DESIGN DRAWINGS, SUBMIT AND RECEIVE APPROVAL PRIOR TO INSTALLATION AS REQUIRED WITH THE LOCAL AGENCIES HAVING JURISDICTION ON THIS PROJECT. THE AUTOMATIC SPRINKLER SYSTEM MUST BE INSTALLED IN ACCORDANCE WITH THE CODES LISTED BELOW AND LOCAL AMENDMENTS. A SEPARATE PERMIT BY DESIGN BUILD ENGINEERING COORDINATED BY THE GENERAL CONTRACTOR IS REQUIRED TO BE SUBMITTED TO THE AUTHORITY HAVING JURISDICTION FOR APPROVAL.
14. THE GENERAL CONTRACTOR SHALL PROVIDE ADEQUATE BLOCKING AS DIRECTED BY THE MANUFACTURER FOR ALL WALL MOUNTED EQUIPMENT OR DEVICES, AND SHALL COORDINATE WITH THE OWNER'S REPRESENTATIVE FOR ALL ITEMS NOTED AS "BY OWNER" OR "BY OTHERS".
15. DRAWINGS WERE PREPARED USING PRODUCT SPECIFIC CONFIGURATION INFORMATION, ACTUAL DIMENSIONS AND DETAILS OF SELECTED MATERIALS MAY CHANGE BEFORE INCORPORATION INTO THE WORK. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR ACCOMMODATING ANY CHANGES TO OTHER MATERIALS THAT ARE NECESSARY BECAUSE OF THESE DIFFERENCES.
16. TYPICAL AND PROJECT SPECIFIC DETAILS ARE INCLUDED IN THE DRAWINGS, WHERE DETAILS OR DESIGN INTENT CANNOT BE DETERMINED SEEK CLARIFICATION PRIOR TO COMMENCING WORK
17. ALL WORK SHALL CONFORM TO LAWS, REGULATIONS, CODES AND ORDINANCES OF FEDERAL, STATE, COUNTY, CITY OR ANY OTHER JURISDICTION AS EACH MAY APPLY. IN THE EVENT OF ANY CONFLICT BETWEEN ANY OF THE PROJECT REQUIREMENTS, THE MOST STRINGENT REQUIREMENT SHALL GOVERN
18. EXITS, EXIT SIGNS, FIRE ALARM PANELS, HOSE CABINETS, FIRE EXTINGUISHERS LOCATIONS AND STANDPIPE CONNECTIONS, AS APPLICABLE, SHALL NOT BE CONCEALED BY CURTAINS, MIRRORS, OR OTHER DECORATIVE MATERIAL
19. ALL EXIT DOORS SHALL BE READILY OPENABLE FROM THE EGRESS SIDE WITHOUT THE USE OF A KEY OR SPECIAL KNOWLEDGE OR EFFORT
20. REFER TO INDIVIDUAL SHEETS FOR OTHER GENERAL NOTES SPECIFIC TO THAT SECTION

VICINITY MAP



PROJECT LOCATION

PLAN NORTH

TRUE NORTH

KEY PLAN

PROJECT LOCATION

PLAN NORTH

TRUE NORTH

GENERAL FIRE DEPT NOTES

1. ALL LIFE SAFETY SYSTEMS SHALL BE DESIGNED PER APPLICABLE FIRE PREVENTION CODE - SEE LIFE SAFETY PLAN
2. FIE EXTINGUISHER REQUIREMENTS SHELL BE AS DETERMINED BY FIELD INSPECTION AND NFPA 10. THE CONTRACTOR SHALL SUPPLY ALL FIRE EXTINGUISHERS AND CABINETS AS REQUIRED - SEE LIFE SAFETY PLAN FOR SUGGESTED LOCATION(S)
3. BUILDING ADDRESS NUMBERS SHALL BE PROVIDED ON THE FRONT OF THE BUILDING AND SHALL BE VISIBLE / LEGIBLE FROM THE PUBLIC RIGHT-OF-WAY, SAID NUMBERS SHALL CONTRAST VISUALLY WITH THEIR BACKGROUND. ADDRESS NUMBERS SHALL BE PROVIDED BY THE GENERAL CONTRACTOR
4. COMMERCIAL DUMPSTERS OR CONTAINERS WITH A CAPACITY OF ONE-AND-ONE-HALF CUBIC YARDS OR GREATER SHALL NOT BE STORED OR PLACED WITHIN FIVE FEET OF COMBUSTIBLE WALLS, OPENINGS, OR ROOF EAVE LINES UNLESS THESE AREAS ARE PROTECTED BY AN APPROVED AUTOMATIC FIRE SPRINKLER SYSTEM
5. POST "NO PARKING - FIRE LANE" SIGNS ALONG VEHICULAR ACCESS ROADS

NOTES TO BIDDERS

AS REQUIRED BY CHAPTER 1341.0030 IEBC SECTION 305, ACCESSIBILITY FOR EXISITING BUILDINGS, SECTION 305.7 ALTERATIONS AFFECTING AN AREA CONTAINING A PRIMARY FUNCTION, PROVIDE SEPARATE LINE ITEMS FOR THE SCOPE OF WORK PERTAINING TO THE FOLLOWING IMPROVEMENTS TO THE ACCESSIBLE ROUTE:

1. PARKING FACILITIES
2. ACCESSIBLE ENTRANCES
3. ACCESSIBLE ROUTE TO THE PRIMARY FUNCTION AREA
4. TOILET FACILITIES
5. DRINKING FOUNTAINS

THE FOLLOWING ITEMS ARE TO BE LISTED IN THE BID AS SEPARATE LINE ITEM, ADD OR DEDUCT ALTERNATES, REFER TO THE FOLLOWING PLANS FOR ADDITIONAL AND/OR COMPLETE INFORMATION

1. PROVIDE 50'-0" RETAINING WALL ALONG NORTH OF SITE, 3'-0" TALL
2. PROVIDE PROTECT-ALL FLOORING IN LIEU OF QUARRY TILE IN KITCHEN, BAR, AND COOLERS

DEFERRED SUBMITTALS

THE FOLLOWING ITEMS WILL BE SUBMITTED AS DEFERRED SUBMITTALS BY THE APPROPRIATE INSTALLING SUBCONTRACTOR OR VENDOR. FOR EACH DEFERRED SUBMITTAL ITEM, THE SUBCONTRACTOR OR VENDOR SHALL FIRST SUBMIT SIGNED AND SEALED ENGINEERED DRAWINGS AND CALCULATIONS TO THE ARCHITECT FOR REVIEW AND APPROVAL PRIOR TO SUBMITTAL TO THE BUILDING OFFICIAL OR FIRE MARSHAL. ARCHITECT'S REVIEW WILL BE FOR GENERAL CONFORMANCE WITH THE BUILDING DESIGN ONLY. SUBCONTRACTOR OR VENDOR SHALL BE RESPONSIBLE FOR DETERMINING SUBMITTAL REQUIREMENTS AND PAYMENT OF ALL FEES FOR SUBMITTALS. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR COORDINATING THE TIMING OF SUBMITTALS SO AS TO NOT INTERFERE WITH OVERALL CONSTRUCTION SCHEDULE, ALLOWING TIME FOR APPROPRIATE REVIEWS FOR ARCHITECT AND BUILDING OFFICIAL OR FIRE MARSHAL. NO DELAYS OR TIME EXTENSIONS WILL BE ALLOWED FOR FAILURE TO ALLOW APPROPRIATE TIME FOR REVIEW.

1. FIRE SPRINKLER SYSTEMS
2. FIRE ALARM SYSTEMS (IF REQUIRED)
3. MECHANICAL, ELECTRICAL, AND PLUMBING ENGINEERING
4. IT, LOW-VOLTAGE, AV, DATA, SECURITY
5. SIGNAGE (INTERIOR AND/OR EXTERIOR)

SHEET INDEX

NUMBER	SHEET NAME	REVISION
ARCHITECTURAL		
A000	COVER SHEET	
A001	CODE PLAN	
A010	INTERIOR WALL TYPES SCHEDULE & NOTES	
A020	DOOR SCHEDULES	
A030	MATERIAL SPECIFICATIONS	
A050	ARCHITECTURAL SITE PLAN	
A091	ARCHITECTURAL DEMO PLAN	
A092	DEMO ELEVATIONS AND SECTIONS	
A100	ARCHITECTURAL FLOOR PLAN	
A101	ARCHITECTURAL FLOOR PLAN - EXTERIOR	
A150	ENLARGED RESTROOM PLAN & ELEVS	
A151	ENLARGED PLANS AND SECTIONS - VESTIBULE AND HOST	
A200	FINISH PLAN	
A250	FIXTURES, FURNITURE & EQUIPMENT PLAN	
A300	REFLECTED CEILING PLAN	
A400	ROOF PLAN	
A550	INTERIOR ELEVATIONS	
A580	EXTERIOR ELEVATIONS	
A610	STOREFRONT ELEVATIONS	
A750	EXTERIOR WALL SECTIONS	
A800	ARCHITECTURAL DETAILS	
CIVIL		
C0.0	TITLE SHEET	
C1.0	REMOVALS PLAN	
C2.0	SITE PLAN	
C2.1	TURNING MOVEMENT	
C3.0	GRADING PLAN	
C4.0	UTILITY PLAN	
C5.0	CIVIL DETAILS	
L1.0	LANDSCAPE PLAN	
L1.1	LANDSCAPE PLAN ENLARGEMENTS	
L1.2	LANDSCAPE PLAN ENLARGEMENTS & DETAILS	
SW1.0	SWPPP - EXISTING CONDITIONS	
SW1.1	SWPPP - PROPOSED CONDITIONS	
SW1.2	SWPPP - DETAILS	
SW1.3	SWPPP - NARRATIVE	
FOOD SERVICE		
FS100	FOODSERVICE EQUIPMENT PLAN	
FS600	FOODSERVICE INTERIOR ELEVATIONS	
FS601	FOODSERVICE INTERIOR ELEVATIONS	
STRUCTURAL		
S000	STRUCTURAL COVER SHEET	
S001	GENERAL STRUCTURAL NOTES	
S002	SPECIAL INSPECTIONS AND TESTING	
S003	TYPICAL DETAILS - FOUNDATION SCHEDULES	
S004	TYPICAL DETAILS - FOUNDATION	
S005	TYPICAL DETAILS - STRUCTURAL CMU	
S006	TYPICAL DETAILS - ROOF	
S100	FOUNDATION PLAN	
S200	ROOF FRAMING PLAN	

PROJECT DESCRIPTION

**REFER TO SHEET A001 FOR MORE EXTENSIVE CODE REVIEW*

PROJECT NAME:	THE BLOCK	**CURRENT USE:**	"A2" (BAR)
ADDRESS:	21400 JOHN MILLESS DR. ROGERS, MN 55374	**PROPOSED USE:**	"A2" (RESTAURANT); **NO CHANGE OF USE**
PID:	2312023120014	**BUILDING HEIGHT:**	1 STORIES; **NO CHANGE IN HEIGHT**
PROJECT DESCRIPTION:	RENOVATION OF EXISTING BAR TO FULL-SERVICE RESTAURANT. RESTROOMS TO BE REMODELED TO MEET CURRENT ADA CODE. EXTERIOR (UNATTACHED) PERGOLA ADDED TO COVER EXISTING PATIO. ADD VOLLEYBALL COURTS AND OUTDOOR BAR IN NORTH PART OF PROPERTY. ADD 10 PARKING STALLS, RESTRIPE CURRENT PARKING STALLS TO ALIGN WITH ADJACENT PROPERTY.	**BUILDING AREA:**	4,178 SF (EXISTING) 4,607 SF (INCLUDING NEW ENTRY ADDITION)
		PROJECT AREA:	66,745 SF (WORK INSIDE BUILDING AND SITE)
		FIRE PROTECTION:	NOT SPRINKLED

PROJECT TEAM

CLIENT

CRAFT N CREW HOSPITALITY
819 MAIN STREET
HOPKINS, MN 55343

CONTACT: LUKE DERHEIM
EMAIL: LUKE@CRAFTNCREW.COM
PHONE: 612-205-3286

ARCHITECT

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CONTACT: KRIS THIELEN - ARCHITECT (MN #59237)
EMAIL: KMT@TANDGARCH.COM
PHONE: 763-553-7927

CONTACT: JORDAN BROOKENS - PROJECT MANAGER
EMAIL: JORDAN@TANDGARCH.COM
PHONE: 763-553-7927

KITCHEN EQUIPMENT CONSULTANT

BOELTER PREMIER
7120 NORTHLAND TERRACE N
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CONTACT: ROBERT MACHACEK
EMAIL: RMACHACEK@BOELTER.COM
PHONE: 763-450-2901

STRUCTURAL ENGINEER

ERA STRUCTURAL ENGINEERING
2550 UNIVERSITY AVE. W, SUITE 423S
ST. PAUL, MN 55114

CONTACT: MICHAEL STEENSON, PE
EMAIL: MSTEENSON@ERAENG.COM
PHONE: 651-251-7570

CIVIL ENGINEER

CIVIL SITE GROUP
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CONTACT: PATRICK SARVER
EMAIL: PSARVER@CIVILSITEGROUP.COM
PHONE: 612-615-0060 X 702

GENERAL CONTRACTOR

DERING PIERSON GROUP
22401 INDUSTRIAL BLVD
ROGERS, MN 55374

CONTACT: MIKE PIERSON
EMAIL: MPIERSON@DERINGPIERSON.COM
PHONE: 612-325-9450

MECHANICAL/ELECTRICAL/PLUMBING

THIS PROJECT IS BEING DELIVERED AS DESIGN BUILD MECHANICAL, ELECTRICAL, PLUMBING, AND FIRE SUPRESSION BY THE GENERAL CONTRACTOR UNDER A SEPARATE SUBMTITTAL(S)

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THE BLOCK - ROGERS

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SCHEMATIC DESIGN	08-02-2024
SITE PLAN AMENDMENT	09-06-2024
PERMIT & BID SET	09-20-2024
FOR CONSTRUCTION	TBD

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENCED ARCHITECT UNDER THE STATE LAWS OF MINNESOTA

KRIS THIELEN

REGISTRATION NO: 59237 DATE: 09-20-2024

REVISION SCHEDULE

NO.	DESCRIPTION	DATE

COVER SHEET

Project Number	364_2024
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Checked By	KMT

A000

Scale **As indicated**

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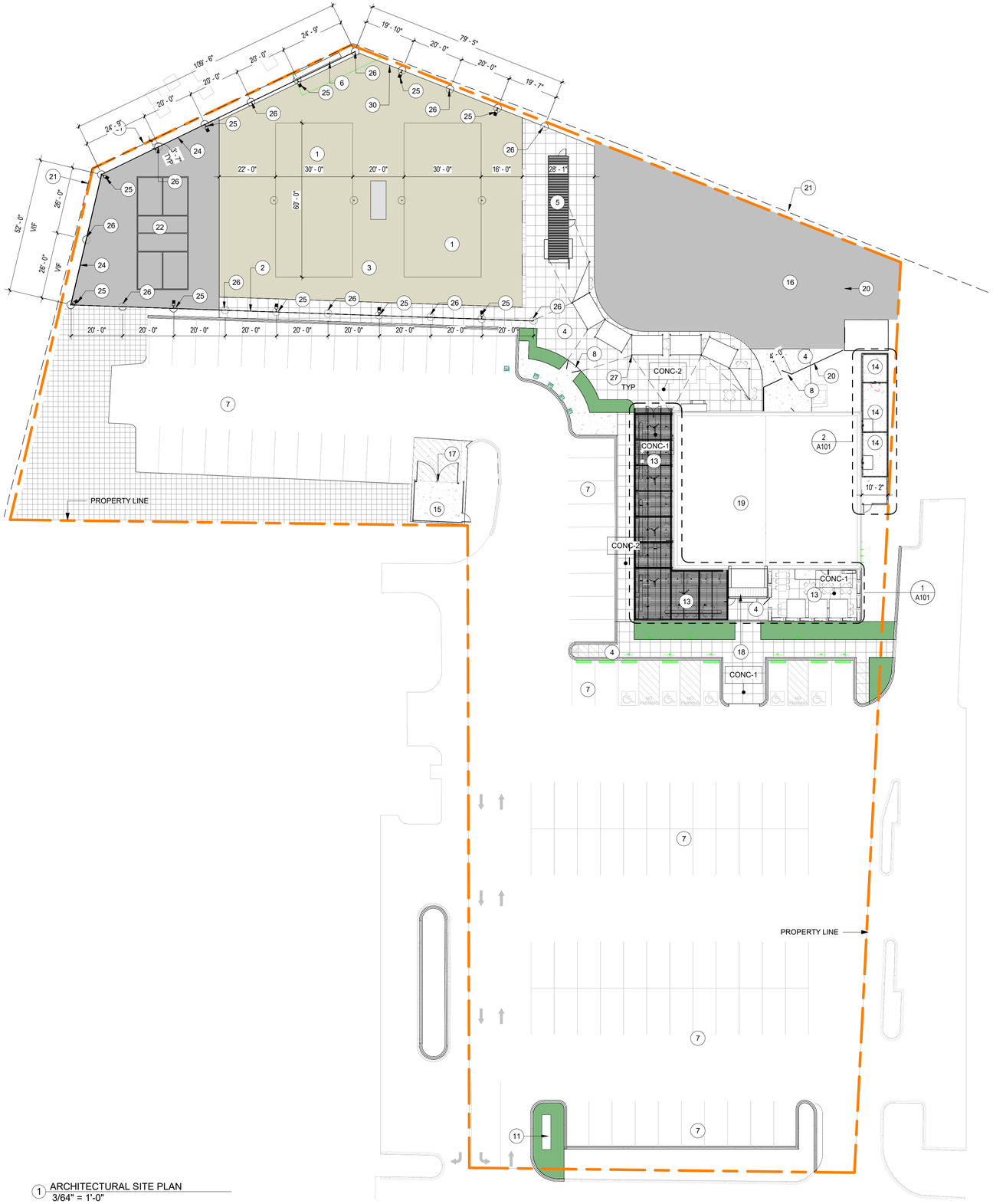

1 ARCHITECTURAL SITE PLAN
3/64" = 1'-0"

GENERAL SITE PLAN NOTES

1. ARCHTIECTURAL SITE PLAN IS FOR REFERENCE ONLY - CIVIL ENGINEERING IS A DEFERRED SUBMITTAL PROVIDED BY THE OWNER AS NEEDED; NOT IN CONTRACT
2. ALL GROUND MOUNTED EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW - TYPICAL
3. ALL SIGNAGE SHOWN FOR REFERENCE ONLY - PROVIDED BY OTHERS UNDER A DEFERRED SUBMITTAL
4. ALL EXTERIOR LIGHTING SHOWN FOR REFERENCE ONLY - REFER TO DESIGN-BUILD ELECTRICAL DRAWINGS FOR ADD. INFO. - REFER TO EXTERIOR ELEVATIONS FOR BUILDING MOUNTED FIXTURES - COORDINATE FINAL LOCATIONS WITH OWNER IN FIELD PRIOR TO INSTALLATION
5. GC TO VERIFY THAT ALL ENTRANCE LANDINGS ARE FLUSH WITH FINISHED FLOOR AND PATCH/ REPAIR AS REQUIRED
6. GC TO VERIFY THAT ALL PAVED SURFACES ADJACENT TO THE BUILDING SLOPE AWAY TO PROVIDE POSITIVE DRAINAGE

SITE PLAN LEGEND

EXISTING TO REMAIN

FUTURE DEVELOPMENT

SITE PLAN KEYNOTES

1 VOLLEYBALL SAND COURT, VERIFY SAND REQUIREMENTS
2 54" TALLWOOD FENCE WITH NET PROTECTION ABOVE UP TO 20'-0", PROVIDE POSTS TO COMPLY WITH CLIMATE WIND LOADS AND LATERAL FORCE
3 VOLLEYBALL SAND COURT PERIMETER CLEARANCE, VERIFY SAND REQUIREMENTS AND COORDINATE WITH CIVIL
4 CONCRETE SLAB ON GRADE, COORDINATE SCORE PATTERN WITH ARCHITECT AND CIVIL ENGINEER, SEE CIVIL FOR DIMENSIONS
5 8'-0" x 40'-0" RETROFITTED SHIPPING CONTAINER WITH (1) UNISEX RESTROOM AND BAR, COORDINATE WITH OWNER, SEE FUTURE PLAN FOR FULL SCOPE
6 RELOCATED EXISTING LARGE PYLON SIGN, VERIFY WITH OWNER AND CITY FOR SCOPE OF RELOCATION AND SIGN ADDITION
7 COORDINATE WITH CIVIL PLANS FOR ALL RESTRIPING
8 OPENING IN GATE FOR ACCESS AND EGRESS, PROVIDE SECURE AND EGRESS HARDWARE WITH "EXIT" SIGN ON SIDE OF EGRESS PATH
11 NEW LIT MONUMENT SIGN, APPROXIMATE PAD SIZE: 48" X 96", PROVIDE POWER AS REQUIRED, COORDINATE WITH CIVIL DRAWINGS, COORDINATE WITH OWNER AND FUTURE SIGN VENDOR
13 REINFORCED CONCRETE SLAB ON GRADE FOR PERGOLA, COORDINATE WITH STRUCTURAL DRAWINGS
14 THICKENED CONCRETE SLAB ON GRADE FOR OUTDOOR COOLERS, PROVIDE FOOTINGS FOR COOLERS WITH DOORS CONNECTED TO BUILDING, COORDINATE WITH FUTURE KEC DRAWINGS
15 THICKENED CONCRETE SLAB ON GRADE FOR TRASH ENCLOSURE
16 APPROXIMATE AREA FOR FUTURE PLAYGROUND (31X30)
17 TRASH ENCLOSURE, BASIS OF DESIGN: CITY SCAPES, WALL AND GATE MODEL, VERITCAL PLANK WITH STANDARD STIFFENER INFILL, ENGINEERED WOOD PLANKS (COLOR TBD FROM STANDARD SELECTIONS)
18 BUILDING ENTRY/ EXIT STOOP LOCATION - COORDINATE WITH FLOOR PLAN AND REFER TO STRUCT TYPICAL STOOP DETAIL FOR ADD. INFO - SLOPE AWAY FROM BUILDING AT MAX 2% - MAINTAIN ADA REQUIREMENTS PER 2020 MAC
19 PATCH & REPAIR EXISTING ROOF AS REQUIRED FOR NEW PENETRATIONS AND ROOFTOP EQUIPMENT, COORDINATE WITH DESIGN/BUILD MECHANICAL ENGINEER
20 6'-0" TALL FENCE PROTECTION, PROVIDE POST @ 6'-0" OC
21 EXISTING MNDOT CHAINLINK FENCE, PROTECT AND MAINTAIN
22 FUTURE PICKLEBALL COURT AREA, SHOWN FOR REFERENCE ONLY
24 96" TALL WOOD FENCE WITH NET PROTECTION ABOVE UP TO 20'-0", PROVIDE POSTS TO COMPLY WITH CLIMATE WIND LOADS AND LATERAL FORCE
25 LIGHT POLE IN CONCRETE FOOTING (20'-0" MIN HT TO ATTACHED NET TO), COORDINATE FOOTING WITH STRUCTURAL DRAWINGS AND DEISGN/BUILDING ELECTRICAL CONTRACTOR
26 20'-0" NET POLE IN CONCRETE FOOTING, COORDINATE FOOTING WITH STRUCTURAL DRAWINGS
27 CANVAS SAIL POST (4" DIA.) @ 10'-0" TALL, PROVIDE FOOTING AND POWER FOR STRING LIGHTS, SEE IMAGE ON THIS PAGE
30 20'-0" TALL NET ONLY WITH TYPICAL POLE AND/OR LIGHT POLE EVERY 20'-0"

EXAMPLE IMAGE OF CANVAS SAIL AND POST

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KRIS THIELEN

REGISTRATION NO: 59237 DATE: 09-20-2024

REVISION SCHEDULE

NO.	DESCRIPTION	DATE

ARCHITECTURAL SITE PLAN

Project Number	364_2024
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Checked By	KMT

A050

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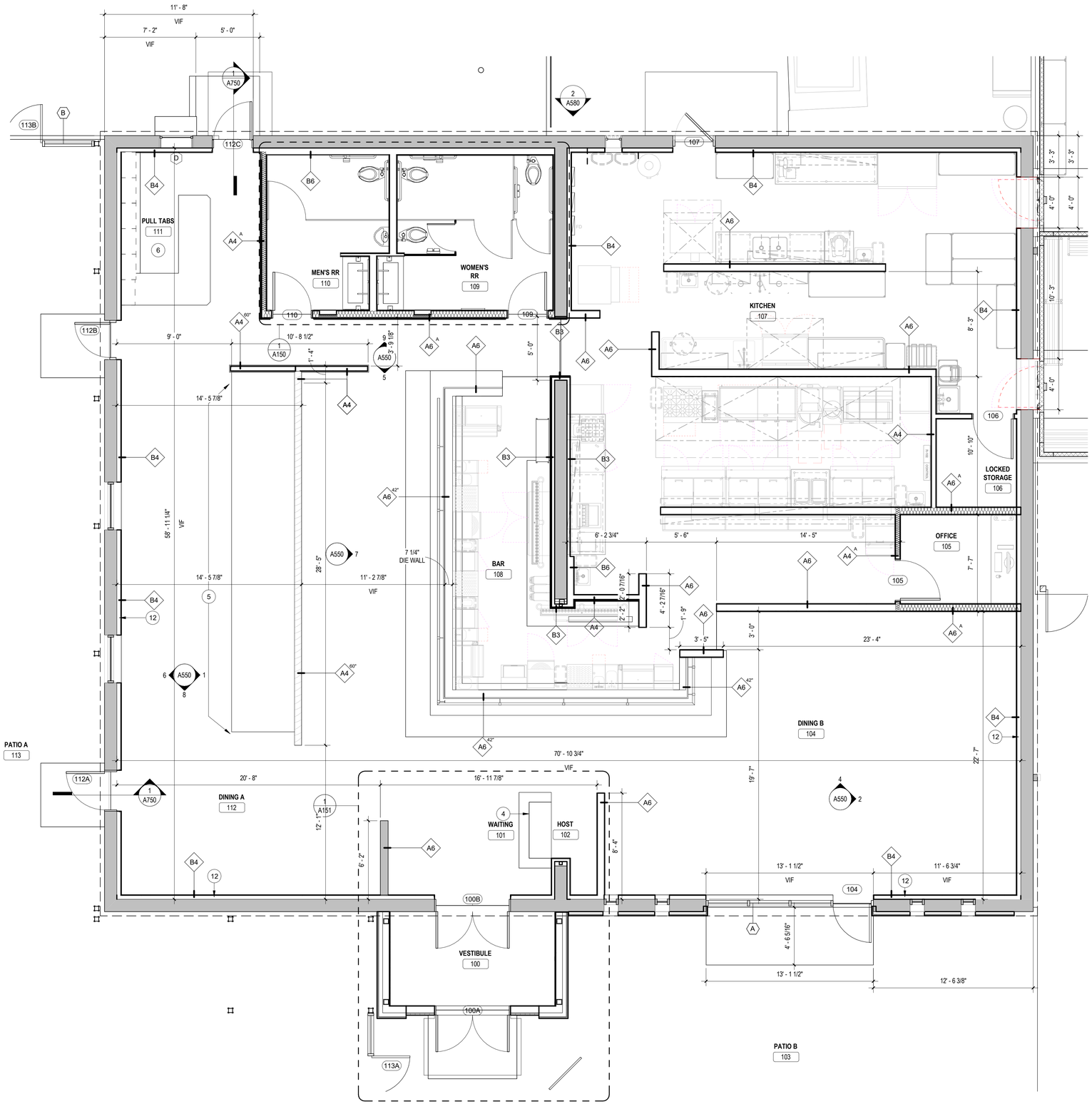

1 ARCHITECTURAL FLOOR PLAN
1/4" = 1'-0"

GENERAL FLOOR PLAN NOTES

1. DIMENSIONS ARE TO THE FACE OF SHEATHING OR MASONRY UNLESS NOTED OTHERWISE
2. WALL TYPES WITH FIRE RATINGS SHALL CONTINUE FROM FLOOR TO FLOOR OR ROOF ABOVE, UNLESS NOTED OTHERWISE
3. THE HINGE SIDE OF ALL INTERIOR DOOR FRAMES SHALL BE PLACED 4" FROM THE ADJACENT INTERIOR WALL AS MEASURED TO THE JAMB, UNLESS NOTED OTHERWISE, INTERIOR DOORS PLACED IN MASONRY WALLS SHALL BE PLACED A MINIMUM OF 4" AND MAXIMUM OF 8" AWAY FROM WALLS TO COORDINATE WITH MASONRY COURSING, UNLESS NOTED OTHERWISE
4. FIRE DAMPERS SHALL BE PROVIDED WHERE DUCTS PENETRATE FIRE-RATED WALLS, FLOORS, OR CEILING ASSEMBLIES
5. ALL INTERIOR PARTITIONS IN EXCESS OF 30'-0" OF LENGTH SHALL HAVE FULL HEIGHT CONTROL JOINTS INSTALLED WITH 30'-0" MAXIMUM SPACING, UNLESS NOTED OTHERWISE, WHERE POSSIBLE, ALIGN CONTROL JOINTS TO DOORS AND WINDOWS
6. FIXTURES, FURNITURE, VENDING, AND EQUIPMENT SUPPLIED BY OWNER, SHOWN FOR REFERENCE ONLY, REFER TO EQUIPMENT PLANS
7. FLOOR FINISH TRANSITIONS OCCUR AT CENTERLINE OF DOOR FRAME UNLESS NOTED OTHERWISE
8. USE VINYL REDUCER STRIPS IN THICKNESS TO MATCH ADJACENT FLOOR MATERIALS - PROVIDE AT EDGES OF RESILIENT FLOOR WHEREVER EDGE IS EXPOSED - SUBMIT SAMPLES FOR PROFILE AND COLOR SELECTION
9. ALL MISC PANELS, FIRE EXTINGUISHER CABINETS, EXPOSED DUCTING PARTS, LOUVERS, VENTILATION COVERS AND ANY EQUIPMENT NOT FACTORY FINISHED SHALL BE PAINTED TO MATCH THE ADJACENT SURFACE ON WHICH IT OCCURS
10. REFER TO FINISH SCHEDULES, CEILING PLANS, AND ELEVATIONS FOR FURTHER FINISH INFORMATION
11. ANY EXPOSED SINK PIPES TO BE WRAPPED TO MEET ADA REQUIREMENTS

FLOOR PLAN KEYNOTES

1 GAS FIREPLACE WITH SURROUND, SEE DETAILS FOR ADDITIONAL INFORMATION, COORDINATE FINAL SPEC WITH OWNER
2 PATIO COVERED BY ALUMINUM PERGOLA, PROVIDE FANS, HEATERS, AND LIGHTS (LAYOUT TBD)
3 SEASONAL ROLL-DOWN VINYL PANEL BY PERGOLA VENDOR, COORDINATE INSTALL WITH OWNER AND VENDOR
4 CUSTOM MILLWORK HOST STAND WITH SOLID SURFACE TOP, DETAILS TBD, PROVIDE POWER AND DATA AS REQUIRED
5 BOOTHS ON RAISED 6" PLATFORM
6 CUSTOM PULL TAB CABINETS, COORDINATE WITH OWNER AND PULL TAB VENDOR, PROVIDE POWER FOR LIT BOXES AND E-TAB STATION
7 BUILDING ENTRY/ EXIT STOOP LOCATION - COORDINATE WITH FLOOR PLAN AND REFER TO STRUCT TYPICAL STOOP DETAIL FOR ADD. INFO.
8 COOLER/FREEZER WALL, COORDINATE WITH KITCHEN EQUIPMETN CONSULTANT AND KEC DRAWINGS
9 EXISTING GUTTER AND DOWNSPOUT, REROUTE OVER AND DOWN COOLER
10 ENCLOSURE, BASIS OF DESIGN: CITY SCAPES, WALL AND GATE MODEL, VERITCAL PLANK WITH STANDARD STIFFENER INFILL, ENGINEERED WOOD PLANKS (COLOR TBD FROM STANDARD SELECTIONS)
11 ALUMINUM EGRESS GATE, NO LATCH, PROVIDE "EXIT" SIGN ON SIDE OF EGRESS PATH
12 VERIFY CONDITINO OF EXISTING FURRING, ADD "CERTAINTEED MEMBRAIIN" POLY VAPOR BARRIER BEFORE INSTALLING NEW WALL SUBSTRATE

CITY STAMP AREA

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KRIS THIELEN

REGISTRATION NO: 59237 DATE: 09-20-2024

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ARCHITECTURAL FLOOR PLAN

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A100

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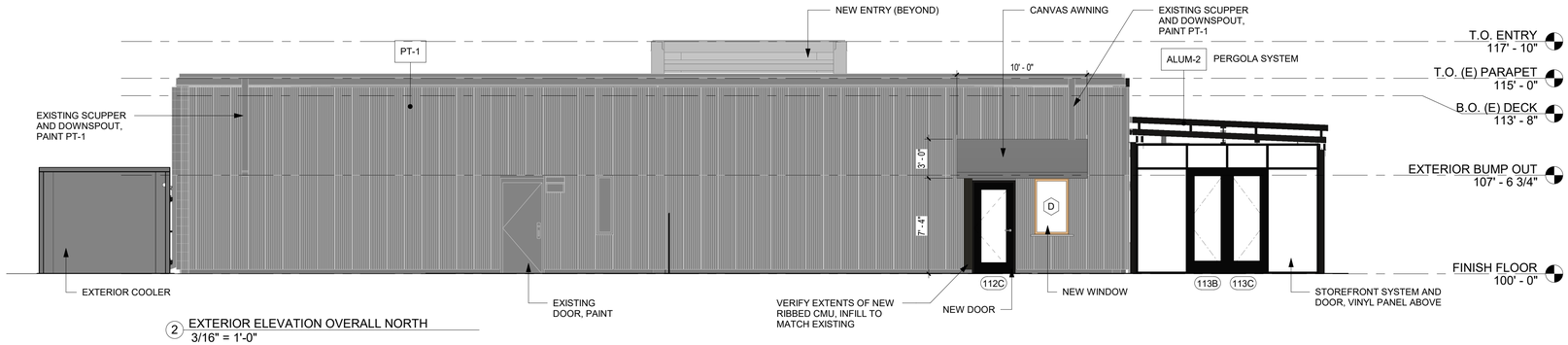
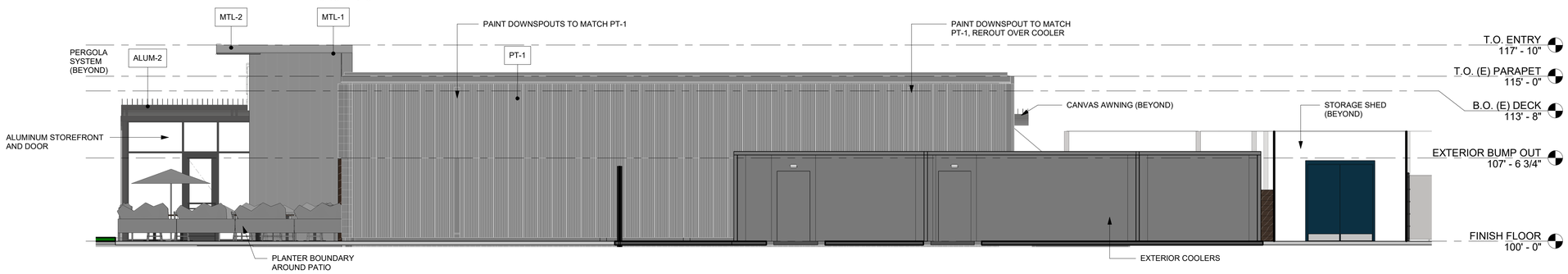
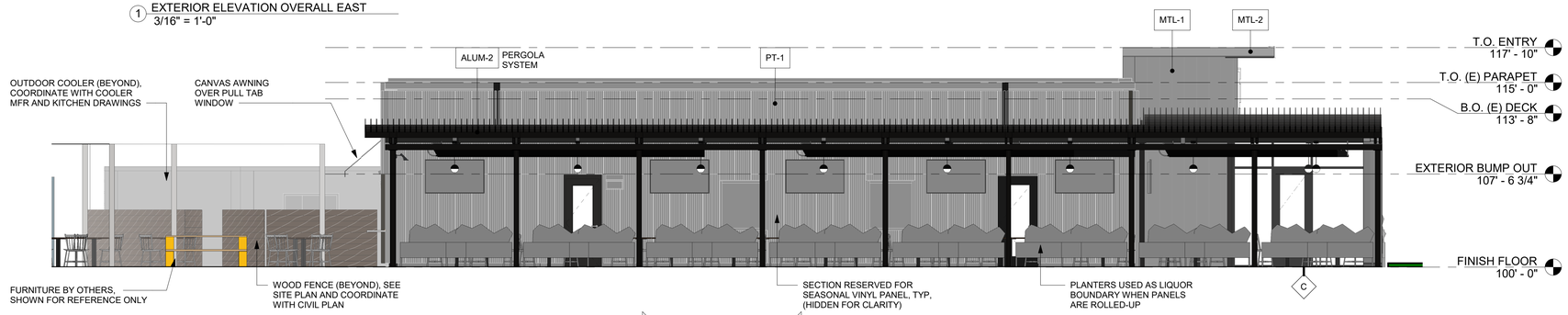


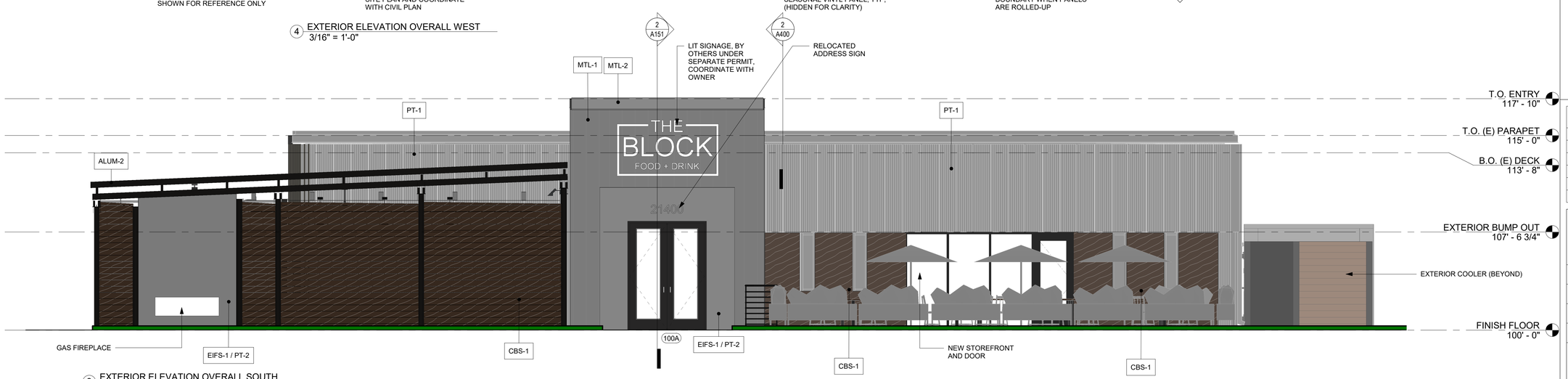
2 EXTERIOR ELEVATION OVERALL NORTH
3/16" = 1'-0"



1 EXTERIOR ELEVATION OVERALL EAST
3/16" = 1'-0"



4 EXTERIOR ELEVATION OVERALL WEST
3/16" = 1'-0"



3 EXTERIOR ELEVATION OVERALL SOUTH
1/4" = 1'-0"

CITY STAMP AREA

THIELEN & GREEN
7455 VILLAGE DRIVE, SUITE #110
LINO LAKES, MN 55014
763-553-7927
WWW.TANDGARCH.COM

CRAFT & CREW
HOSPITALITY
819 MAINSTREET
HOPKINS, MN 55343
https://craftncrew.com/

THE BLOCK - ROGERS

21400 JOHN MILLESS DR.
ROGERS, MN 55374

ISSUE	DATE
CONCEPTUAL DESIGN	06-24-2024
SCHEMATIC DESIGN	08-02-2024
SITE PLAN AMENDMENT	09-06-2024
PERMIT & BID SET	09-20-2024
FOR CONSTRUCTION	TBD

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENCED ARCHITECT UNDER THE STATE LAWS OF MINNESOTA

KRIS THIELEN

REGISTRATION NO: 59237 DATE: 09-20-2024

REVISION SCHEDULE

NO.	DESCRIPTION	DATE

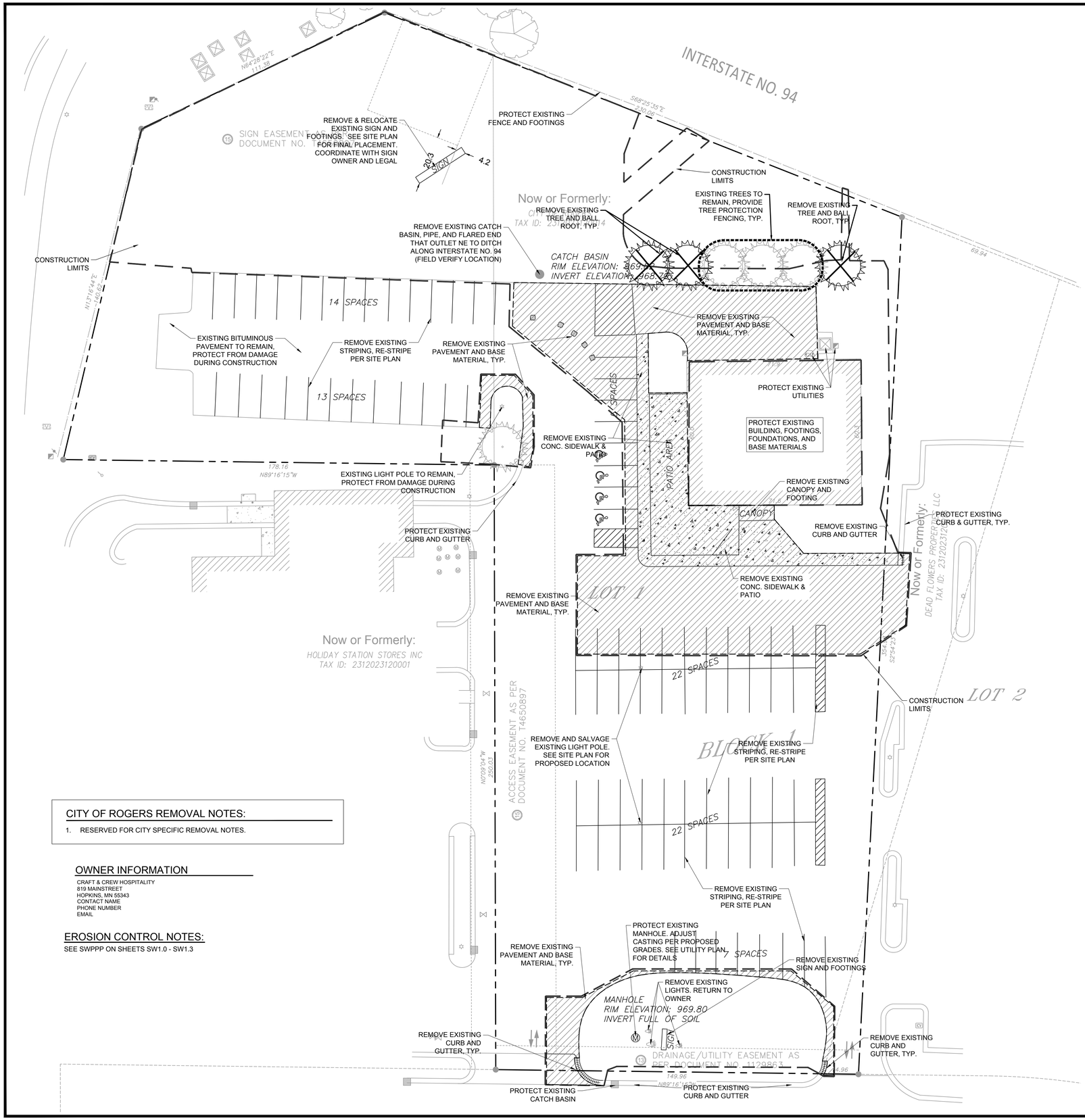
EXTERIOR ELEVATIONS

Project Number	364_2024
Date	09-20-2024
Drawn By	JLB
Checked By	KMT

A580

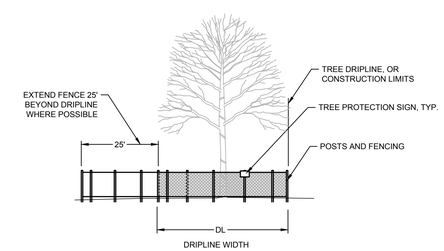
Scale **As indicated**

9/23/2024 11:45:03 AM



REMOVAL NOTES:

1. ALL EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CONTACT "GOPHER STATE ONE CALL" (651-454-0002 OR 800-252-1166) FOR UTILITY LOCATIONS, 48 HOURS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL REPAIR OR REPLACE ANY UTILITIES THAT ARE DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.
2. SEE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) PLAN FOR CONSTRUCTION STORM WATER MANAGEMENT PLAN.
3. REMOVAL OF MATERIALS NOTED ON THE DRAWINGS SHALL BE IN ACCORDANCE WITH MNDOT, STATE AND LOCAL REGULATIONS.
4. REMOVAL OF PRIVATE UTILITIES SHALL BE COORDINATED WITH UTILITY OWNER PRIOR TO CONSTRUCTION ACTIVITIES.
5. EXISTING PAVEMENTS SHALL BE SAWCUT IN LOCATIONS AS SHOWN ON THE DRAWINGS OR THE NEAREST JOINT FOR PROPOSED PAVEMENT CONNECTIONS.
6. REMOVED MATERIALS SHALL BE DISPOSED OF TO A LEGAL OFF-SITE LOCATION AND IN ACCORDANCE WITH STATE AND LOCAL REGULATIONS.
7. ABANDON, REMOVAL, CONNECTION, AND PROTECTION NOTES SHOWN ON THE DRAWINGS ARE APPROXIMATE. COORDINATE WITH PROPOSED PLANS.
8. EXISTING ON-SITE FEATURES NOT NOTED FOR REMOVAL SHALL BE PROTECTED THROUGHOUT THE DURATION OF THE CONTRACT.
9. PROPERTY LINES SHALL BE CONSIDERED GENERAL CONSTRUCTION LIMITS UNLESS OTHERWISE NOTED ON THE DRAWINGS. WORK WITHIN THE GENERAL CONSTRUCTION LIMITS SHALL INCLUDE STAGING, DEMOLITION AND CLEAN-UP OPERATIONS AS WELL AS CONSTRUCTION SHOWN ON THE DRAWINGS.
10. MINOR WORK OUTSIDE OF THE GENERAL CONSTRUCTION LIMITS SHALL BE ALLOWED AS SHOWN ON THE PLAN AND PER CITY REQUIREMENTS. FOR ANY WORK ON ADJACENT PRIVATE PROPERTY, THE CONTRACTOR SHALL OBTAIN WRITTEN PERMISSION FROM THE ADJACENT PROPERTY OWNER PRIOR TO ANY WORK.
11. DAMAGE BEYOND THE PROPERTY LIMITS CAUSED BY CONSTRUCTION ACTIVITY SHALL BE REPAIRED IN A MANNER APPROVED BY THE ENGINEER/LANDSCAPE ARCHITECT OR IN ACCORDANCE WITH THE CITY.
12. PROPOSED WORK (BUILDING AND CIVIL) SHALL NOT DISTURB EXISTING UTILITIES UNLESS OTHERWISE SHOWN ON THE DRAWINGS AND APPROVED BY THE CITY PRIOR TO CONSTRUCTION.
13. SITE SECURITY MAY BE NECESSARY AND PROVIDED IN A MANNER TO PROHIBIT VANDALISM, AND THEFT, DURING AND AFTER NORMAL WORK HOURS, THROUGHOUT THE DURATION OF THE CONTRACT. SECURITY MATERIALS SHALL BE IN ACCORDANCE WITH THE CITY.
14. VEHICULAR ACCESS TO THE SITE SHALL BE MAINTAINED FOR DELIVERY AND INSPECTION ACCESS DURING NORMAL OPERATING HOURS. AT NO POINT THROUGHOUT THE DURATION OF THE CONTRACT SHALL CIRCULATION OF ADJACENT STREETS BE BLOCKED WITHOUT APPROVAL BY THE CITY PRIOR TO CONSTRUCTION ACTIVITIES.
15. ALL TRAFFIC CONTROLS SHALL BE PROVIDED AND ESTABLISHED PER THE REQUIREMENTS OF THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MMUTCD) AND THE CITY. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, SIGNAGE, BARRICADES, FLASHERS, AND FLAGGERS AS NEEDED. ALL PUBLIC STREETS SHALL REMAIN OPEN TO TRAFFIC AT ALL TIMES. NO ROAD CLOSURES SHALL BE PERMITTED WITHOUT APPROVAL BY THE CITY.
16. SHORING FOR BUILDING EXCAVATION MAY BE USED AT THE DISCRETION OF THE CONTRACTOR AND AS APPROVED BY THE OWNERS REPRESENTATIVE AND THE CITY PRIOR TO CONSTRUCTION ACTIVITIES.
17. STAGING, DEMOLITION, AND CLEAN-UP AREAS SHALL BE WITHIN THE PROPERTY LIMITS AS SHOWN ON THE DRAWINGS AND MAINTAINED IN A MANNER AS REQUIRED BY THE CITY.
18. ALL EXISTING SITE TRAFFIC/REGULATORY SIGNAGE TO BE INVENTORIED AND IF REMOVED FOR CONSTRUCTION SHALL BE RETURNED TO LGU.
19. ALL EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CONTACT "GOPHER STATE ONE CALL" (651-454-0002 OR 800-252-1166) FOR UTILITY LOCATIONS, 48 HOURS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL REPAIR OR REPLACE ANY UTILITIES THAT ARE DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.



FURNISH AND INSTALL TEMPORARY FENCE AT THE TREE'S DRIP LINE OR CONSTRUCTION LIMITS AS SHOWN ON PLAN, PRIOR TO ANY CONSTRUCTION. WHERE POSSIBLE PLACE FENCE 25' BEYOND DRIP LINE. PLACE TREE PROTECTION SIGN ON POSTS, ONE PER INDIVIDUAL TREE (FACING CONSTRUCTION ACTIVITY), OR ONE EVERY 100' LF ALONG A GROVE OR MULTI-TREE PROTECTION AREA.

1 TREE PROTECTION
N T S

CITY OF ROGERS REMOVAL NOTES:

1. RESERVED FOR CITY SPECIFIC REMOVAL NOTES.

OWNER INFORMATION

CRAFT & CREW HOSPITALITY
819 MAINSTREET
HOPKINS, MN 55343
CONTACT NAME
PHONE NUMBER
EMAIL

EROSION CONTROL NOTES:

SEE SWPPP ON SHEETS SW1.0 - SW1.3

REMOVALS PLAN LEGEND:

- REMOVAL OF PAVEMENT AND ALL BASE MATERIAL, INCLUDING BIT., CONC., AND GRAVEL PVMTS.
- REMOVAL OF STRUCTURE INCLUDING ALL FOOTINGS AND FOUNDATIONS.
- REMOVAL OF TREES AND VEGETATION INCLUDING STUMPS AND ROOT SYSTEMS
- CONSTRUCTION LIMITS
- PROPERTY LINE
- REMOVE CURB AND GUTTER. IF IN RIGHT-OF-WAY, COORDINATE WITH LOCAL GOVERNING UNIT.
- TREE PROTECTION
- TREE REMOVAL - INCLUDING ROOTS AND STUMPS

Know what's below. Call before you dig.

1" = 20'-0"
10'-0" 0 20'-0"

CivilSite GROUP
Civil Engineering ˚ Surveying ˚ Landscape Architecture
5000 Glenwood Avenue
Golden Valley, MN 55422
civilsitegroup.com 612-615-0060

PRELIMINARY: NOT FOR CONSTRUCTION

PROJECT
THE BLOCK
21400 JOHN MILLESS DRIVE, ROGERS, MN 55374

OWNER
CRAFT & CREW HOSPITALITY
819 MAINSTREET, HOPKINS, MN 55343

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

Matthew R. Pavek
DATE 09/20/24 LICENSE NO. 44263

ISSUE/SUBMITTAL SUMMARY

DATE	DESCRIPTION
09/20/24	BIT SET/PERMIT SET & CITY SUBMITTAL

PROJECT MANAGER	WILL BRUESTLE
CONTACT NUMBER	612-615-0060 X 711
DRAWN BY	WB, RB
REVIEWED BY	
PROJECT NUMBER	24412

REVISION SUMMARY

DATE	DESCRIPTION

REMOVALS PLAN

C1.0

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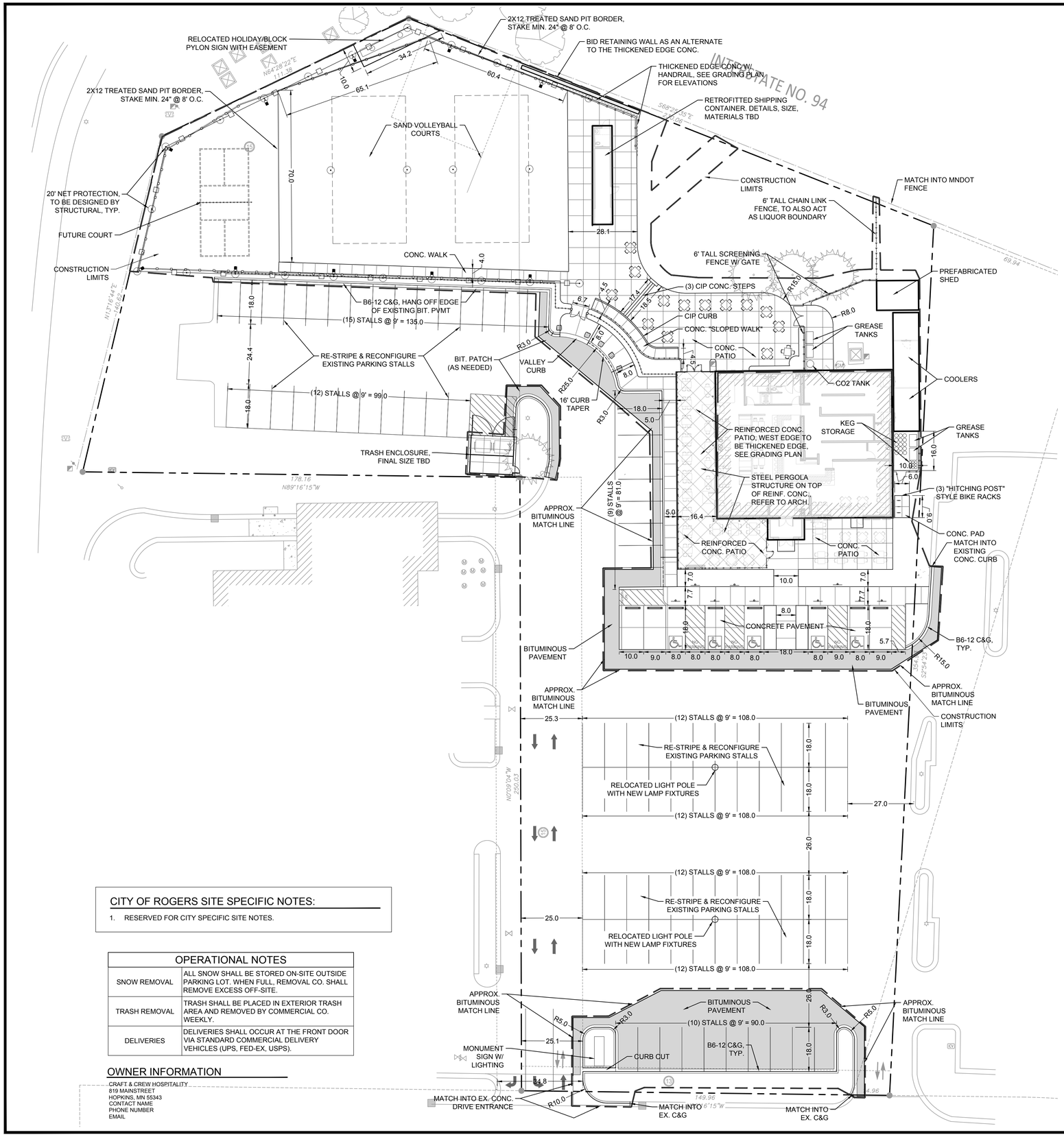

SITE LAYOUT NOTES:

1. ALL EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CONTACT "GOPHER STATE ONE CALL" (651-454-0002 OR 800-252-1166) FOR UTILITY LOCATIONS, 48 HOURS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL REPAIR OR REPLACE ANY UTILITIES THAT ARE DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.
2. CONTRACTOR SHALL VERIFY LOCATIONS AND LAYOUT OF ALL SITE ELEMENTS PRIOR TO BEGINNING CONSTRUCTION, INCLUDING BUT NOT LIMITED TO, LOCATIONS OF EXISTING AND PROPOSED PROPERTY LINES, EASEMENTS, SETBACKS, UTILITIES, BUILDINGS AND PAVEMENTS. CONTRACTOR IS RESPONSIBLE FOR FINAL LOCATIONS OF ALL ELEMENTS FOR THE SITE. ANY REVISIONS REQUIRED AFTER COMMENCEMENT OF CONSTRUCTION, DUE TO LOCATIONAL ADJUSTMENTS SHALL BE CORRECTED AT NO ADDITIONAL COST TO OWNER. ADJUSTMENTS TO THE LAYOUT SHALL BE APPROVED BY THE ENGINEER/LANDSCAPE ARCHITECT PRIOR TO INSTALLATION OF MATERIALS. STAKE LAYOUT FOR APPROVAL.
3. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION, INCLUDING A RIGHT-OF-WAY AND STREET OPENING PERMIT.
4. THE CONTRACTOR SHALL VERIFY RECOMMENDATIONS NOTED IN THE GEO TECHNICAL REPORT PRIOR TO INSTALLATION OF SITE IMPROVEMENT MATERIALS.
5. CONTRACTOR SHALL FIELD VERIFY COORDINATES AND LOCATION DIMENSIONS & ELEVATIONS OF THE BUILDING AND STAKE FOR REVIEW AND APPROVAL BY THE OWNERS REPRESENTATIVE PRIOR TO INSTALLATION OF FOOTING MATERIALS.
6. LOCATIONS OF STRUCTURES, ROADWAY PAVEMENTS, CURBS AND GUTTERS, BOLLARDS, AND WALKS ARE APPROXIMATE AND SHALL BE STAKED IN THE FIELD, PRIOR TO INSTALLATION, FOR REVIEW AND APPROVAL BY THE ENGINEER/LANDSCAPE ARCHITECT.
7. CURB DIMENSIONS SHOWN ARE TO FACE OF CURB. BUILDING DIMENSIONS ARE TO FACE OF CONCRETE FOUNDATION. LOCATION OF BUILDING IS TO BUILDING FOUNDATION AND SHALL BE AS SHOWN ON THE DRAWINGS.
8. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS OR SAMPLES AS SPECIFIED FOR REVIEW AND APPROVAL BY THE ENGINEER/LANDSCAPE ARCHITECT PRIOR TO FABRICATION FOR ALL PREFABRICATED SITE IMPROVEMENT MATERIALS SUCH AS, BUT NOT LIMITED TO THE FOLLOWING, FURNISHINGS, PAVEMENTS, WALLS, RAILINGS, BENCHES, FLAGPOLES, LANDING PADS FOR CURB RAMPS, AND LIGHT AND POLES. THE OWNER RESERVES THE RIGHT TO REJECT INSTALLED MATERIALS NOT PREVIOUSLY APPROVED.
9. PEDESTRIAN CURB RAMPS SHALL BE CONSTRUCTED WITH TRUNCATED DOME LANDING AREAS IN ACCORDANCE WITH A.D.A. REQUIREMENTS-SEE DETAIL.
10. CROSSWALK STRIPING SHALL BE 24" WIDE WHITE PAINTED LINE, SPACED 48" ON CENTER PERPENDICULAR TO THE FLOW OF TRAFFIC. WIDTH OF CROSSWALK SHALL BE 5' WIDE. ALL OTHER PAVEMENT MARKINGS SHALL BE WHITE IN COLOR UNLESS OTHERWISE NOTED OR REQUIRED BY ADA OR LOCAL GOVERNING BODIES.
11. SEE SITE PLAN FOR CURB AND GUTTER TYPE. TAPER BETWEEN CURB TYPES-SEE DETAIL.
12. ALL CURB RADII ARE MINIMUM 3' UNLESS OTHERWISE NOTED.
13. CONTRACTOR SHALL REFER TO FINAL PLAT FOR LOT BOUNDARIES, NUMBERS, AREAS AND DIMENSIONS PRIOR TO SITE IMPROVEMENTS.
14. FIELD VERIFY ALL EXISTING SITE CONDITIONS, DIMENSIONS.
15. PARKING IS TO BE SET PARALLEL OR PERPENDICULAR TO EXISTING BUILDING UNLESS NOTED OTHERWISE.
16. ALL PARKING LOT PAINT STRIPING TO BE WHITE, 4" WIDE TYP.
17. BITUMINOUS PAVING TO BE "LIGHT DUTY" UNLESS OTHERWISE NOTED. SEE DETAIL SHEETS FOR PAVEMENT SECTIONS.
18. ALL TREES THAT ARE TO REMAIN ARE TO BE PROTECTED FROM DAMAGE WITH A CONSTRUCTION FENCE AT THE DRIP LINE. SEE LANDSCAPE DOCUMENTS.
19. CONTRACTOR IS RESPONSIBLE TO INSTALL ANY SIDEWALK AND CURBING PER DESIGN PLAN. CONTRACTOR TO VERIFY ALL CURBS AND SIDEWALKS WILL DRAIN PROPERLY IN FIELD CONDITIONS. **CONTRACTOR MUST CONTACT THE CIVIL ENGINEER 24-HOURS PRIOR TO ANY CURB AND/OR SIDEWALK INSTALLATION TO REVIEW AND INSPECT CURB STAKES. CONTRACTOR IS RESPONSIBLE FOR ANY CURB OR SIDEWALK REPLACEMENT IF THIS PROCEDURE IS NOT FOLLOWED.**
20. FINISH GRADING FOR HARDSCAPE AREAS IE. PARKING LOTS, CURBS, SIDEWALKS SHALL BE WITHIN 0.05 FEET. ADA AREAS MUST COMPLY WITH REQUIREMENTS ON PLANS AND ADA REGULATIONS. TOLERANCE WITHIN ADA AREAS IS 0.00 FEET DISCUSS ANY DEVIATIONS WITH ENGINEER PRIOR TO CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR ANY CURB, SIDEWALK AND/OR PAVEMENT REPLACEMENT THAT DOES NOT MEET TOLERANCE/ADA REQUIREMENTS.

CITY OF ROGERS SITE SPECIFIC NOTES:

1. RESERVED FOR CITY SPECIFIC SITE NOTES.

OPERATIONAL NOTES	
SNOW REMOVAL	ALL SNOW SHALL BE STORED ON-SITE OUTSIDE PARKING LOT. WHEN FULL, REMOVAL CO. SHALL REMOVE EXCESS OFF-SITE.
TRASH REMOVAL	TRASH SHALL BE PLACED IN EXTERIOR TRASH AREA AND REMOVED BY COMMERCIAL CO. WEEKLY.
DELIVERIES	DELIVERIES SHALL OCCUR AT THE FRONT DOOR VIA STANDARD COMMERCIAL DELIVERY VEHICLES (UPS, FED-EX, USPS).

OWNER INFORMATION

CRAFT & CREW HOSPITALITY
819 MAINSTREET
HOPKINS, MN 55343
CONTACT NAME
PHONE NUMBER
EMAIL

SITE PLAN LEGEND:

- LIGHT DUTY BITUMINOUS PAVEMENT (IF APPLICABLE). SEE GEOTECHNICAL REPORT FOR AGGREGATE BASE & WEAR COURSE DEPTH, SEE DETAIL.
- CONCRETE PAVEMENT (IF APPLICABLE) AS SPECIFIED (PAD OR WALK) SEE GEOTECHNICAL REPORT FOR AGGREGATE BASE & CONCRETE DEPTHS, WITHIN ROW SEE CITY DETAIL, WITHIN PRIVATE PROPERTY SEE CSG DETAIL
- PROPERTY LINE
- CONSTRUCTION LIMITS
- CURB AND GUTTER-SEE NOTES (T.O.) TIP OUT GUTTER WHERE APPLICABLE-SEE PLAN
- TRAFFIC DIRECTIONAL ARROW PAVEMENT MARKINGS
- SIGN AND POST ASSEMBLY. SHOP DRAWINGS REQUIRED. HC = ACCESSIBLE SIGN NP = NO PARKING FIRE LANE ST = STOP CP = COMPACT CAR PARKING ONLY
- ACCESSIBILITY ROUTE ARROW (IF APPLICABLE) DO NOT PAINT.

Know what's below. Call before you dig.

1" = 20'-0"
10'-0" 0 20'-0"

CivilSite GROUP
Civil Engineering ˚ Surveying ˚ Landscape Architecture
5000 Glenwood Avenue
Golden Valley, MN 55422
civilsitegroup.com 612-615-0060

PRELIMINARY: NOT FOR CONSTRUCTION

PROJECT
THE BLOCK
21400 JOHN MILLESS DRIVE, ROGERS, MN 55374

OWNER
CRAFT & CREW HOSPITALITY
819 MAINSTREET, HOPKINS, MN 55343

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Matthew R. Pavek
DATE 09/20/24 LICENSE NO. 44263

ISSUE/SUBMITTAL SUMMARY

DATE	DESCRIPTION
09/20/24	BIT SET-PERMIT SET & CITY SUBMITTAL

PROJECT MANAGER	WILL BRUESTLE
CONTACT NUMBER	612-615-0060 X 711
DRAWN BY	WB, RB
REVIEWED BY	
PROJECT NUMBER	24412

REVISION SUMMARY

DATE	DESCRIPTION

SITE PLAN

C2.0

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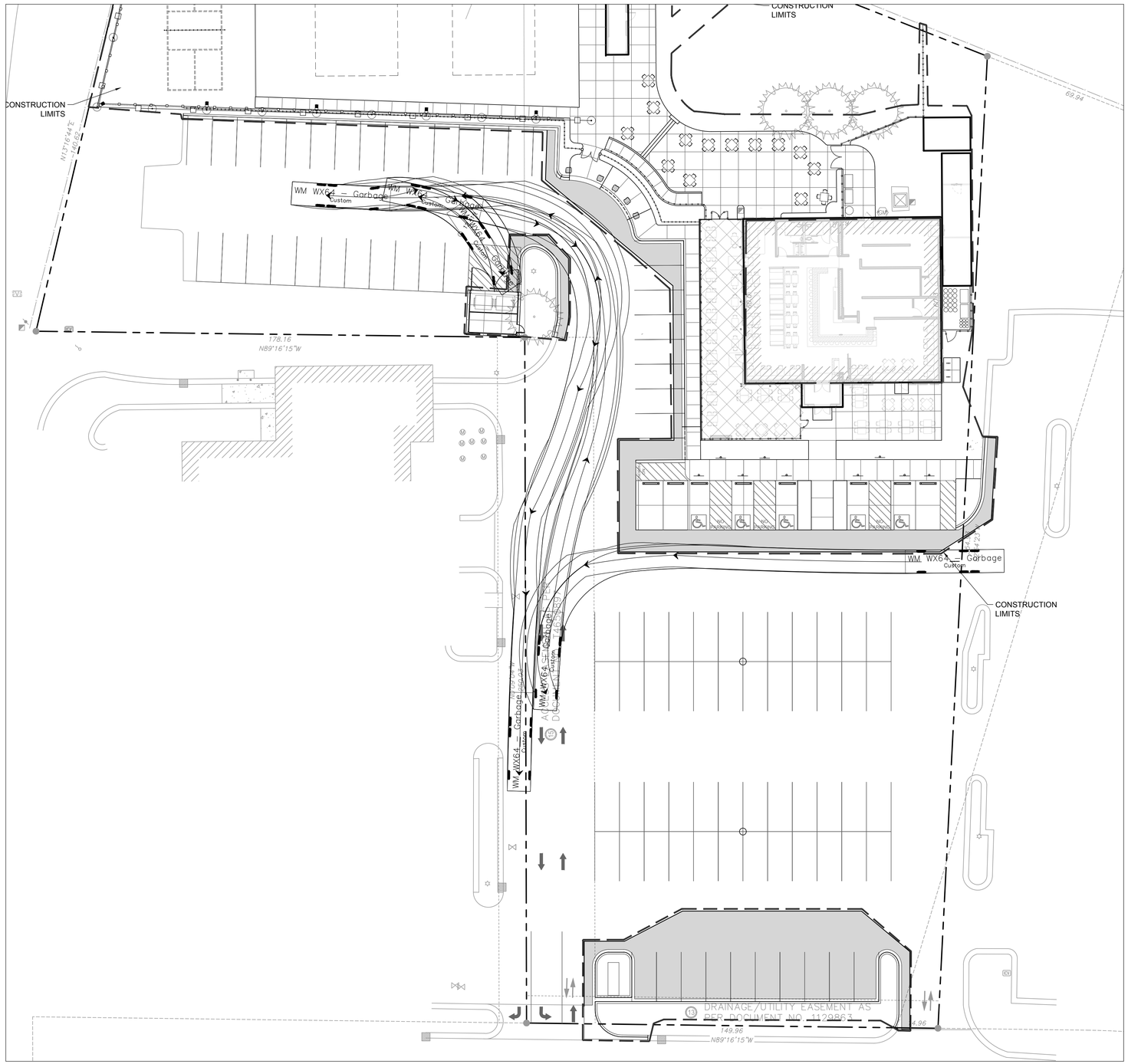

SEE SHEET C0.1 FOR GENERAL SITE NOTES

SEE SHEET C2.0 FOR GENERAL SITE NOTES & LEGEND

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1" = 20'-0"
10'-0" 0 20'-0"

CivilSite GROUP
Civil Engineering ˚ Surveying ˚ Landscape Architecture
5000 Glenwood Avenue
Golden Valley, MN 55422
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PRELIMINARY: NOT FOR CONSTRUCTION

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21400 JOHN MILLESS DRIVE, ROGERS, MN 55374

OWNER
CRAFT & CREW HOSPITALITY
819 MAINSTREET, HOPKINS, MN 55343

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DATE	DESCRIPTION
09/20/24	BIT SET/PERMIT SET & CITY SUBMITTAL

PROJECT MANAGER	WILL BRUESTLE
CONTACT NUMBER	612-615-0060 X 711
DRAWN BY	WB, RB
REVIEWED BY	
PROJECT NUMBER	24412

REVISION SUMMARY

DATE	DESCRIPTION

TURNING MOVEMENT

C2.1

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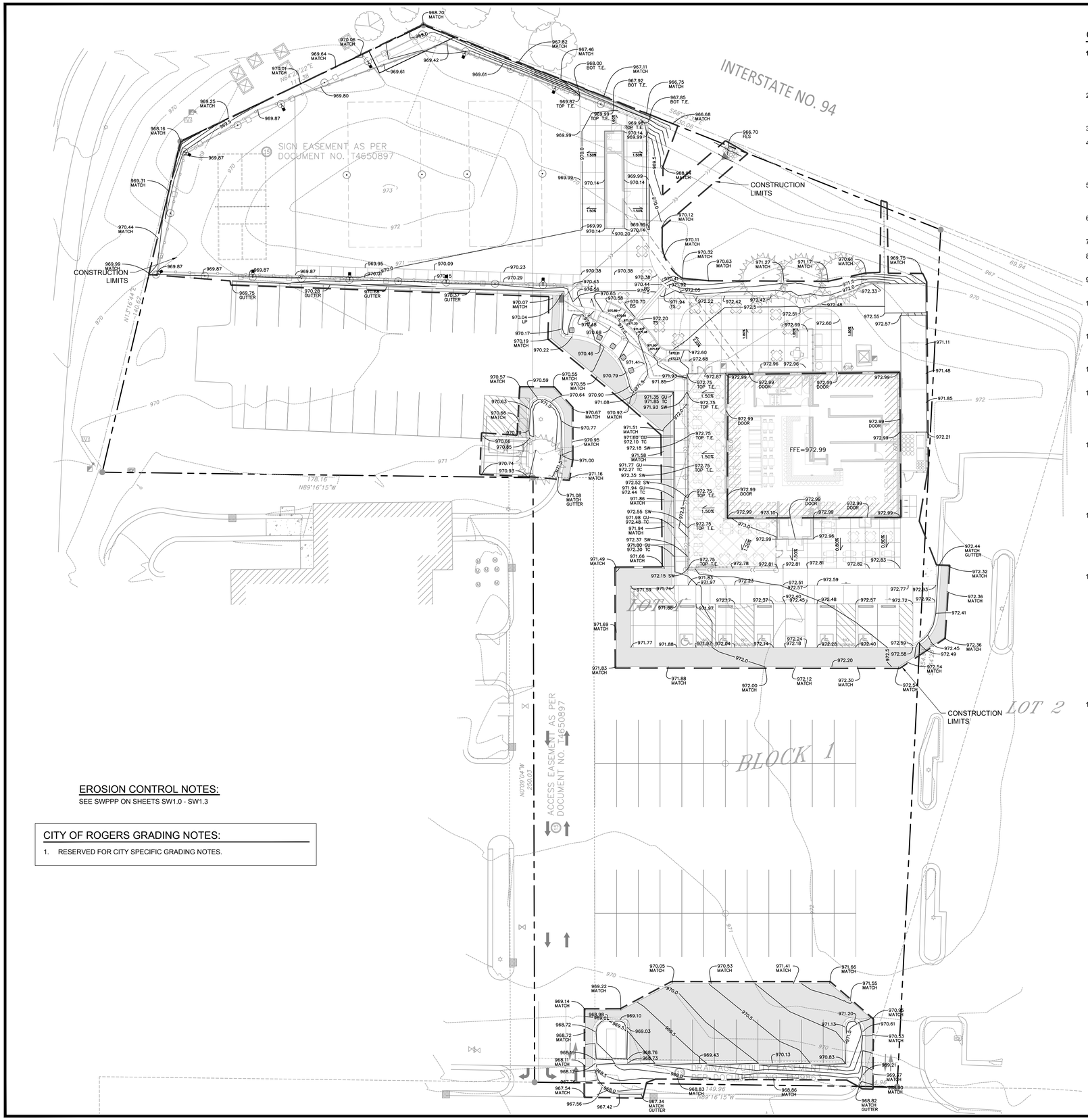

GENERAL GRADING NOTES:

1. **CONTRACTOR SHALL VERIFY ALL BUILDING ELEVATIONS, (FFE, LFE, GFE), PRIOR TO CONSTRUCTION BY CROSS CHECKING WITH ARCHITECTURAL, STRUCTURAL AND CIVIL ELEVATIONS FOR EQUIVALENT "100" ELEVATIONS. THIS MUST BE DONE PRIOR TO EXCAVATION AND INSTALLATION OF ANY FOOTING MATERIALS. VERIFICATION OF THIS COORDINATION SHALL BE CONFIRMED IN WRITING BY CIVIL, SURVEYOR, ARCHITECTURAL, STRUCTURAL AND CONTRACTOR PRIOR TO CONSTRUCTION.**
2. ALL EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CONTACT "GOPHER STATE ONE CALL" (651-454-0002 OR 800-252-1166) FOR UTILITY LOCATIONS, 48 HOURS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL REPAIR OR REPLACE ANY UTILITIES THAT ARE DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.
3. SEE SITE PLAN FOR HORIZONTAL LAYOUT & GENERAL GRADING NOTES.
4. THE CONTRACTOR SHALL COMPLETE THE SITE GRADING CONSTRUCTION (INCLUDING BUT NOT LIMITED TO SITE PREPARATION, SOIL CORRECTION, EXCAVATION, EMBANKMENT, ETC.) IN ACCORDANCE WITH THE REQUIREMENTS OF THE OWNER'S SOILS ENGINEER. ALL SOIL TESTING SHALL BE COMPLETED BY THE OWNER'S SOILS ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL REQUIRED SOIL TESTS AND INSPECTIONS WITH THE SOILS ENGINEER.
5. ANY ELEMENTS OF AN EARTH RETENTION SYSTEM AND RELATED EXCAVATIONS THAT FALL WITHIN THE PUBLIC RIGHT OF WAY WILL REQUIRE A "RIGHT OF WAY EXCAVATION PERMIT". CONTRACTOR IS RESPONSIBLE FOR AQUIRING THIS PERMIT PRIOR TO CONSTRUCTION IF APPLICABLE
6. GRADING AND EXCAVATION ACTIVITIES SHALL BE PERFORMED IN ACCORDANCE WITH THE NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT REQUIREMENTS & PERMIT REQUIREMENTS OF THE CITY.
7. PROPOSED SPOT GRADES ARE FLOW-LINE FINISHED GRADE ELEVATIONS, UNLESS OTHERWISE NOTED.
8. GRADES OF WALKS SHALL BE INSTALLED WITH 5% MAX. LONGITUDINAL SLOPE AND 1% MIN. AND 2% MAX. CROSS SLOPE, UNLESS OTHERWISE NOTED.
9. PROPOSED SLOPES SHALL NOT EXCEED 3:1 UNLESS INDICATED OTHERWISE ON THE DRAWINGS. MAXIMUM SLOPES IN MAINTAINED AREAS IS 4:1.
10. PROPOSED RETAINING WALLS, FREESTANDING WALLS, OR COMBINATION OF WALL TYPES GREATER THAN 4' IN HEIGHT SHALL BE DESIGNED AND ENGINEERED BY A REGISTERED RETAINING WALL ENGINEER. DESIGN DRAWINGS SHALL BE SUBMITTED FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE OF GRADE STAKES THROUGHOUT THE DURATION OF CONSTRUCTION TO ESTABLISH PROPER GRADES. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR A FINAL FIELD CHECK OF FINISHED GRADES ACCEPTABLE TO THE ENGINEER/LANDSCAPE ARCHITECT PRIOR TO TOPSOIL AND SODDING ACTIVITIES.
12. IF EXCESS OR SHORTAGE OF SOIL MATERIAL EXISTS, THE CONTRACTOR SHALL TRANSPORT ALL EXCESS SOIL MATERIAL OFF THE SITE TO AN AREA SELECTED BY THE CONTRACTOR, OR IMPORT SUITABLE MATERIAL TO THE SITE.
13. EXCAVATE TOPSOIL FROM AREAS TO BE FURTHER EXCAVATED OR REGRADED AND STOCKPILE IN AREAS DESIGNATED ON THE SITE. THE CONTRACTOR SHALL SALVAGE ENOUGH TOPSOIL FOR RESPREADING ON THE SITE AS SPECIFIED. EXCESS TOPSOIL SHALL BE PLACED IN EMBANKMENT AREAS, OUTSIDE OF BUILDING PADS, ROADWAYS AND PARKING AREAS. THE CONTRACTOR SHALL SUBCUT CUT AREAS, WHERE TURF IS TO BE ESTABLISHED, TO A DEPTH OF 6 INCHES. RESPREAD TOPSOIL IN AREAS WHERE TURF IS TO BE ESTABLISHED TO A MINIMUM DEPTH OF 6 INCHES.
14. FINISHED GRADING SHALL BE COMPLETED. THE CONTRACTOR SHALL UNIFORMLY GRADE AREAS WITHIN LIMITS OF GRADING, INCLUDING ADJACENT TRANSITION AREAS. PROVIDE A SMOOTH FINISHED SURFACE WITHIN SPECIFIED TOLERANCES, WITH UNIFORM LEVELS OR SLOPES BETWEEN POINTS WHERE ELEVATIONS ARE SHOWN, OR BETWEEN SUCH POINTS AND EXISTING GRADES. AREAS THAT HAVE BEEN FINISH GRADED SHALL BE PROTECTED FROM SUBSEQUENT CONSTRUCTION OPERATIONS, TRAFFIC AND EROSION. REPAIR ALL AREAS THAT HAVE BECOME RUTTED BY TRAFFIC OR ERODED BY WATER OR HAS SETTLED BELOW THE CORRECT GRADE. ALL AREAS DISTURBED BY THE CONTRACTOR'S OPERATIONS SHALL BE RESTORED TO EQUAL OR BETTER THAN ORIGINAL CONDITION OR TO THE REQUIREMENTS OF THE NEW WORK.
15. PRIOR TO PLACEMENT OF THE AGGREGATE BASE, A TEST ROLL WILL BE REQUIRED ON THE STREET AND/OR PARKING AREA SUBGRADE. THE CONTRACTOR SHALL PROVIDE A LOADED TANDEM AXLE TRUCK WITH A GROSS WEIGHT OF 25 TONS. THE TEST ROLLING SHALL BE AT THE DIRECTION OF THE SOILS ENGINEER AND SHALL BE COMPLETED IN AREAS AS DIRECTED BY THE SOILS ENGINEER. THE SOILS ENGINEER SHALL DETERMINE WHICH SECTIONS OF THE STREET OR PARKING AREA ARE UNSTABLE. CORRECTION OF THE SUBGRADE SOILS SHALL BE COMPLETED IN ACCORDANCE WITH THE REQUIREMENTS OF THE SOILS ENGINEER. NO TEST ROLL SHALL OCCUR WITHIN 10' OF ANY UNDERGROUND STORM RETENTION/DETENTION SYSTEMS.
16. TOLERANCES
    - 16.1. THE BUILDING SUBGRADE FINISHED SURFACE ELEVATION SHALL NOT VARY BY MORE THAN 0.30 FOOT ABOVE, OR 0.30 FOOT BELOW, THE PRESCRIBED ELEVATION AT ANY POINT WHERE MEASUREMENT IS MADE.
    - 16.2. THE STREET OR PARKING AREA SUBGRADE FINISHED SURFACE ELEVATION SHALL NOT VARY BY MORE THAN 0.05 FOOT ABOVE, OR 0.10 FOOT BELOW, THE PRESCRIBED ELEVATION OF ANY POINT WHERE MEASUREMENT IS MADE.
    - 16.3. AREAS WHICH ARE TO RECEIVE TOPSOIL SHALL BE GRADED TO WITHIN 0.30 FOOT ABOVE OR BELOW THE REQUIRED ELEVATION, UNLESS DIRECTED OTHERWISE BY THE ENGINEER.
    - 16.4. TOPSOIL SHALL BE GRADED TO PLUS OR MINUS 1/2 INCH OF THE SPECIFIED THICKNESS.
    - 16.5. FINISH GRADING FOR HARDSCAPE AREAS IE. PARKING LOTS, CURBS, SIDEWALKS SHALL BE WITHIN 0.05 FEET. ADA AREAS MUST COMPLY WITH REQUIREMENTS ON PLANS AND ADA REGULATIONS. TOLERANCE WITHIN ADA AREAS IS 0.00 FEET DISCUSS ANY DEVIATIONS WITH ENGINEER PRIOR TO CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR ANY CURB, SIDEWALK AND/OR PAVEMENT REPLACEMENT THAT DOES NOT MEET TOLERANCE/ADA REQUIREMENTS.
17. MAINTENANCE
    - 17.1. THE CONTRACTOR SHALL PROTECT NEWLY GRADED AREAS FROM TRAFFIC AND EROSION, AND KEEP AREA FREE OF TRASH AND DEBRIS.
    - 17.2. CONTRACTOR SHALL REPAIR AND REESTABLISH GRADES IN SETTLED, ERODED AND RUTTED AREAS TO SPECIFIED TOLERANCES. DURING THE CONSTRUCTION, IF REQUIRED, AND DURING THE WARRANTY PERIOD, ERODED AREAS WHERE TURF IS TO BE ESTABLISHED SHALL BE RESEEDED AND MULCHED.
    - 17.3. WHERE COMPLETED COMPACTED AREAS ARE DISTURBED BY SUBSEQUENT CONSTRUCTION OPERATIONS OR ADVERSE WEATHER, CONTRACTOR SHALL SCARIFY, SURFACE, RESHAPE, AND COMPACT TO REQUIRED DENSITY PRIOR TO FURTHER CONSTRUCTION.

EROSION CONTROL NOTES:

SEE SWPPP ON SHEETS SW1.0 - SW1.3

CITY OF ROGERS GRADING NOTES:

1. RESERVED FOR CITY SPECIFIC GRADING NOTES.

GRADING PLAN LEGEND:

1125	EX. 1' CONTOUR ELEVATION INTERVAL
1137.0	0.5' CONTOUR ELEVATION INTERVAL
41.26	SPOT GRADE ELEVATION (GUTTER/FLOW LINE UNLESS OTHERWISE NOTED)
891.00 G	SPOT GRADE ELEVATION GUTTER
891.00 TC	SPOT GRADE ELEVATION TOP OF CURB
891.00 BS/TS	SPOT GRADE ELEVATION BOTTOM OF STAIRS/TOP OF STAIRS
891.00 ME	SPOT GRADE ELEVATION MATCH EXISTING
GB	GRADE BREAK - HIGH POINTS
TO	CURB AND GUTTER (T.O = TIP OUT)
EOF=1135.52	EMERGENCY OVERFLOW
	CONSTRUCTION LIMITS

Know what's **below.** Call before you dig.

N

1" = 20'-0"
10'-0" 0 20'-0"

CivilSite GROUP
Civil Engineering ˚ Surveying ˚ Landscape Architecture
5000 Glenwood Avenue
Golden Valley, MN 55422
civilsitegroup.com 612-615-0060

PRELIMINARY: NOT FOR CONSTRUCTION

PROJECT
THE BLOCK
21400 JOHN MILLESS DRIVE, ROGERS, MN 55374

OWNER
CRAFT & CREW HOSPITALITY
819 MAINSTREET, HOPKINS, MN 55343

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

Matthew R. Pavek
DATE 09/20/24 LICENSE NO. 44263

ISSUE/SUBMITTAL SUMMARY

DATE	DESCRIPTION
09/20/24	BIT SET/PERMIT SET & CITY SUBMITTAL

PROJECT MANAGER	WILL BRUESTLE
CONTACT NUMBER	612-615-0060 X 711
DRAWN BY	WB, RB
REVIEWED BY	
PROJECT NUMBER	24412

REVISION SUMMARY

DATE	DESCRIPTION

GRADING PLAN

C3.0

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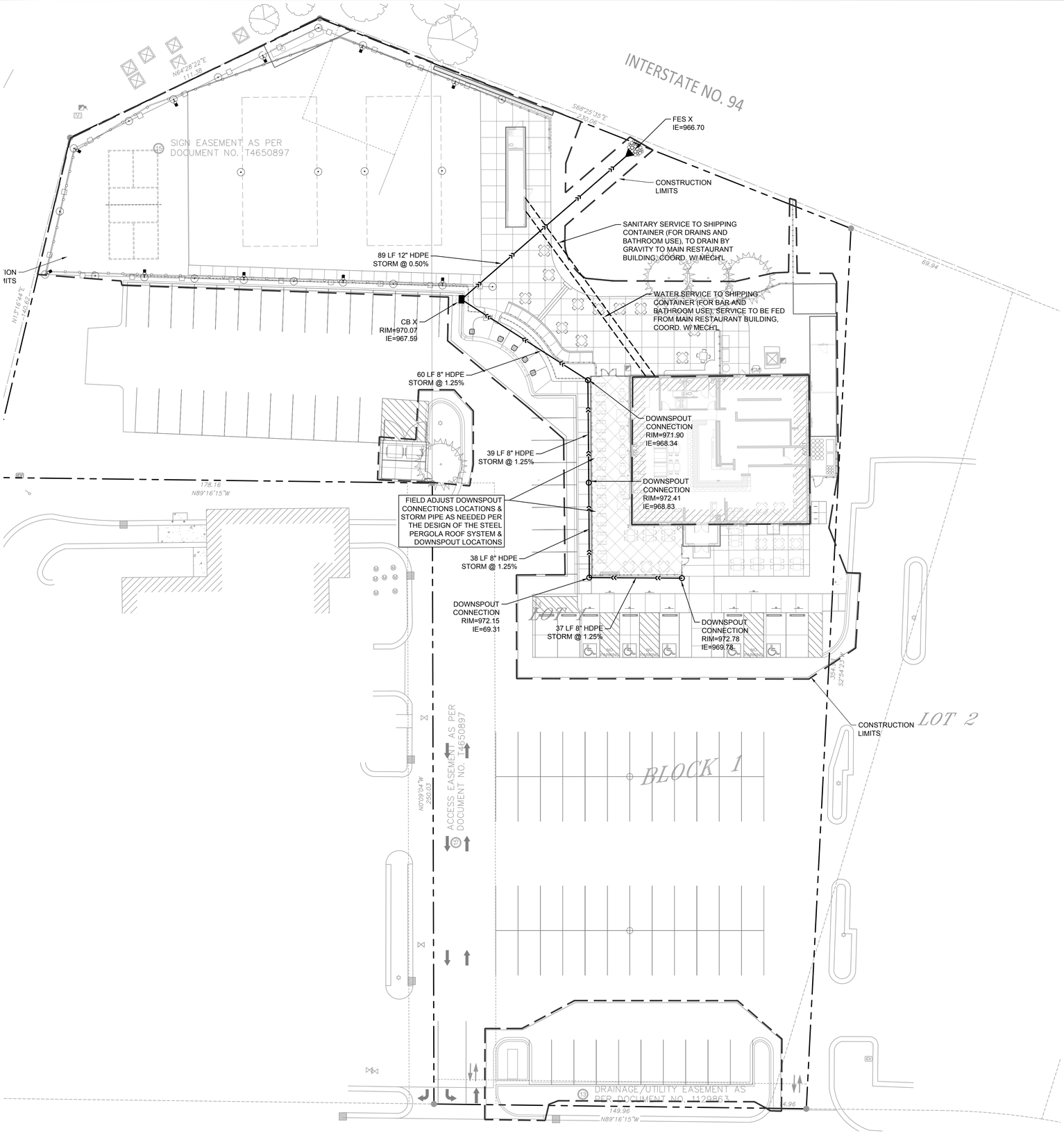

GENERAL UTILITY NOTES:

1. ALL EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CONTACT "GOPHER STATE ONE CALL" (651-454-0002 OR 800-252-1166) FOR UTILITY LOCATIONS, 48 HOURS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL REPAIR OR REPLACE ANY UTILITIES THAT ARE DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.
2. SEE SITE PLAN FOR HORIZONTAL DIMENSIONS AND LAYOUT.
3. CONTRACTOR SHALL FIELD VERIFY LOCATION AND ELEVATION OF EXISTING UTILITIES AND TOPOGRAPHIC FEATURES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF DISCREPANCIES OR VARIATIONS FROM THE PLANS.
4. UTILITY INSTALLATION SHALL CONFORM TO THE CURRENT EDITION OF "STANDARD SPECIFICATIONS FOR WATER MAIN AND SERVICE LINE INSTALLATION" AND "SANITARY SEWER AND STORM SEWER INSTALLATION" AS PREPARED BY THE CITY ENGINEERS ASSOCIATION OF MINNESOTA (CEAM), AND SHALL CONFORM WITH THE REQUIREMENTS OF THE CITY AND THE PROJECT SPECIFICATIONS.
5. CASTINGS SHALL BE SALVAGED FROM STRUCTURE REMOVALS AND RE-USED OR PLACED AT THE DIRECTION OF THE OWNER.
6. ALL WATER PIPE SHALL BE CLASS 52 DUCTILE IRON PIPE (DIP) AWWA C151, ASME B16.4, AWWA C110, AWWA C153 UNLESS OTHERWISE NOTED.
7. ALL SANITARY SEWER SHALL BE SDR 26 POLYVINYL CHLORIDE (PVC) ASTM D3034 & F679, OR SCH 40 ASTM D1785, 2665, ASTM F794, 1866) UNLESS OTHERWISE NOTED.
8. ALL STORM SEWER PIPE SHALL BE HDPE ASTM F714 OR F2306 WITH ASTM D3212 SPEC FITTINGS UNLESS OTHERWISE NOTED.
9. PIPE LENGTHS SHOWN ARE FROM CENTER TO CENTER OF STRUCTURE OR TO END OF FLARED END SECTION.
10. UTILITIES ON THE PLAN ARE SHOWN TO WITHIN 5' OF THE BUILDING FOOTPRINT. THE CONTRACTOR IS ULTIMATELY RESPONSIBLE FOR THE FINAL CONNECTION TO BUILDING LINES. COORDINATE WITH ARCHITECTURAL AND MECHANICAL PLANS.
11. CATCH BASINS AND MANHOLES IN PAVED AREAS SHALL BE SUMPED 0.04 FEET. ALL CATCH BASINS IN GUTTERS SHALL BE SUMPED 0.15 FEET PER DETAILS. RIM ELEVATIONS SHOWN ON THIS PLAN DO NOT REFLECT SUMPED ELEVATIONS.
12. ALL FIRE HYDRANTS SHALL BE LOCATED 5 FEET BEHIND BACK OF CURB UNLESS OTHERWISE NOTED.
13. HYDRANT TYPE, VALVE, AND CONNECTION SHALL BE IN ACCORDANCE WITH CITY REQUIREMENTS. HYDRANT EXTENSIONS ARE INCIDENTAL.
14. A MINIMUM OF 8 FEET OF COVER IS REQUIRED OVER ALL WATERMAIN, UNLESS OTHERWISE NOTED. EXTRA DEPTH MAY BE REQUIRED TO MAINTAIN A MINIMUM OF 18" VERTICAL SEPARATION TO SANITARY OR STORM SEWER LINES. EXTRA DEPTH WATERMAIN IS INCIDENTAL.
15. A MINIMUM OF 18 INCHES OF VERTICAL SEPARATION AND 10 FEET OF HORIZONTAL SEPARATION IS REQUIRED FOR ALL UTILITIES, UNLESS OTHERWISE NOTED.
16. ALL CONNECTIONS TO EXISTING UTILITIES SHALL BE IN ACCORDANCE WITH CITY STANDARDS AND COORDINATED WITH THE CITY PRIOR TO CONSTRUCTION.
17. CONNECTIONS TO EXISTING STRUCTURES SHALL BE CORE-DRILLED.
18. COORDINATE LOCATIONS AND SIZES OF SERVICE CONNECTIONS WITH THE MECHANICAL DRAWINGS.
19. COORDINATE INSTALLATION AND SCHEDULING OF THE INSTALLATION OF UTILITIES WITH ADJACENT CONTRACTORS AND CITY STAFF.
20. ALL STREET REPAIRS AND PATCHING SHALL BE PERFORMED PER THE REQUIREMENTS OF THE CITY. ALL PAVEMENT CONNECTIONS SHALL BE SAWCUT. ALL TRAFFIC CONTROLS SHALL BE PROVIDED BY THE CONTRACTOR AND SHALL BE ESTABLISHED PER THE REQUIREMENTS OF THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MMUTCD) AND THE CITY. THIS SHALL INCLUDE BUT NOT BE LIMITED TO SIGNAGE, BARRICADES, FLASHERS, AND FLAGGERS AS NEEDED. ALL PUBLIC STREETS SHALL BE OPEN TO TRAFFIC AT ALL TIMES. NO ROAD CLOSURES SHALL BE PERMITTED WITHOUT APPROVAL BY THE CITY.
21. ALL STRUCTURES, PUBLIC AND PRIVATE, SHALL BE ADJUSTED TO PROPOSED GRADES WHERE REQUIRED. THE REQUIREMENTS OF ALL OWNERS MUST BE COMPLIED WITH. STRUCTURES BEING RESET TO PAVED AREAS MUST MEET OWNERS REQUIREMENTS FOR TRAFFIC LOADING.
22. 2CONTRACTOR SHALL COORDINATE ALL WORK WITH PRIVATE UTILITY COMPANIES.
23. CONTRACTOR SHALL COORDINATE CONNECTION OF IRRIGATION SERVICE TO UTILITIES. COORDINATE THE INSTALLATION OF IRRIGATION SLEEVES NECESSARY AS TO NOT IMPACT INSTALLATION OF UTILITIES.
24. CONTRACTOR SHALL MAINTAIN AS-BUILT PLANS THROUGHOUT CONSTRUCTION AND SUBMIT THESE PLANS TO ENGINEER UPON COMPLETION OF WORK.
25. ALL JOINTS AND CONNECTIONS IN STORM SEWER SYSTEM SHALL BE GASTIGHT OR WATERTIGHT. APPROVED RESILIENT RUBBER JOINTS MUST BE USED TO MAKE WATERTIGHT CONNECTIONS TO MANHOLES, CATCHBASINS, OR OTHER STRUCTURES.
26. ALL PORTIONS OF THE STORM SEWER SYSTEM LOCATED WITHIN 10 FEET OF THE BUILDING OR WATER SERVICE LINE MUST BE TESTED IN ACCORDANCE WITH MN RULES, CHAPTER 4714, SECTION 1109.0.
27. FOR ALL SITES LOCATED IN CLAY SOIL AREAS, DRAIN TILE MUST BE INSTALLED AT ALL LOW POINT CATCH BASINS 25' IN EACH DIRECTION. SEE PLAN AND DETAIL. INSTALL LOW POINT DRAIN TILE PER PLANS AND GEOTECHNICAL REPORT RECOMMENDATIONS AND REQUIREMENTS.

CITY OF ROGERS UTILITY NOTES:

1. RESERVED FOR CITY SPECIFIC UTILITY NOTES.

UTILITY PLAN LEGEND:

- CATCH BASIN
- MANHOLE
- GATE VALVE AND VALVE BOX
- PROPOSED FIRE HYDRANT
- DT — DT DRAINTILE
- WATER MAIN
- SANITARY SEWER
- STORM SEWER
- FES AND RIP RAP
- TRENCH DRAIN
- CONSTRUCTION LIMITS

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REVISION SUMMARY

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UTILITY PLAN

C4.0

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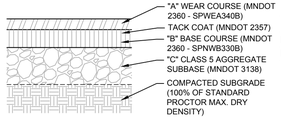
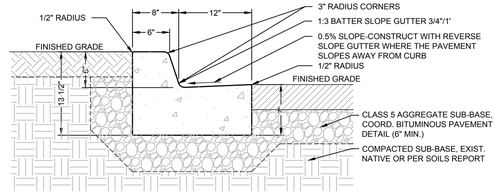


PAVEMENT DESIGN

TYPE	WEAR (A)	BASE (B)	AGG.(C)
LIGHT DUTY	X"	X"	X"
HEAVY DUTY	X"	X"	X"

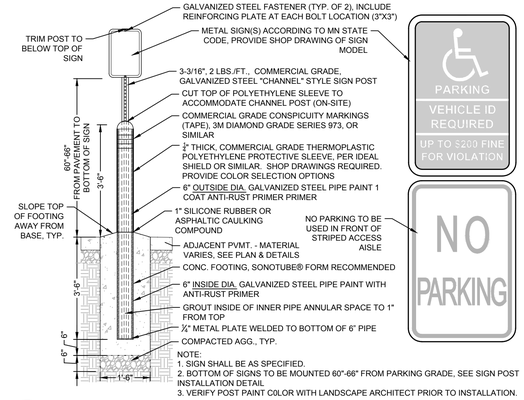
NOTE:
IF NO DESIGN IS DEFINED IN ABOVE CHART, SEE GEOTECH REPORT FOR FINAL PAVEMENT SECTION.
IF DESIGN IS DEFINED IN ABOVE CHART, IT SHOULD BE CONSIDERED FOR BIDDING PURPOSES ONLY. REFER TO GEOTECH FOR FINAL PAVEMENT SECTION.

1 BITUMINOUS PAVEMENT - ALL TYPES
NTS



NOTE:
1. INSTALL CONSTRUCTION JOINTS AT 10'-0" O.C. +/-
2. BASE DEPTH DEPENDANT UPON SOIL CONDITIONS

4 B-612 CONCRETE CURB AND GUTTER
NTS



NOTE:
1. SIGN SHALL BE AS SPECIFIED.
2. BOTTOM OF SIGNS TO BE MOUNTED 60"-66" FROM PARKING GRADE, SEE SIGN POST INSTALLATION DETAIL
3. VERIFY POST PAINT COLOR WITH LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.

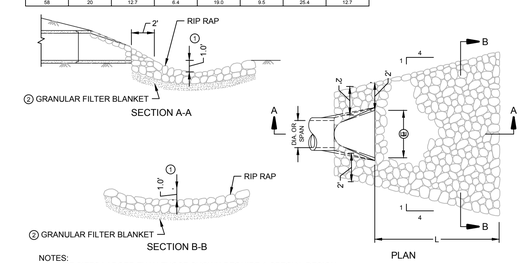
7 ACCESSIBLE SIGN & CHANNEL POST - LOT LOCATION
NTS

TABLE OF QUANTITIES
RIPRAP AT RCP OUTLETS

		CLASS II d_{50} = 6"		CLASS III d_{50} = 9"		CLASS IV d_{50} = 12"	
DIA. OF ROUND PIPE (IN)	L (FT)	12" DEPTH RIP RAP (CY)	6" DEPTH GRANULAR FILTER (CY)	18" DEPTH RIPRAP (CY)	9" DEPTH GRANULAR FILTER (CY)	24" DEPTH RIPRAP (CY)	12" DEPTH GRANULAR FILTER (CY)
12	8	2.8	1.4	4.1	2.1	5.5	2.8
15	8	2.9	1.5	4.4	2.2	5.8	2.9
18	10	3.9	2.0	5.9	3.0	7.8	3.9
21	10	4.2	2.1	6.3	3.2	8.4	4.2
24	12	5.5	2.8	8.3	4.2	11.0	5.5
27	12	5.8	2.9	8.7	4.4	11.6	5.8
30	14	7.3	3.7	10.9	5.5	14.5	7.3
36	16	9.2	4.6	13.8	6.9	18.3	9.2
42	18	10.9	5.5	16.3	8.2	21.7	10.9
48	20	12.9	6.5	19.4	9.7	25.8	12.9

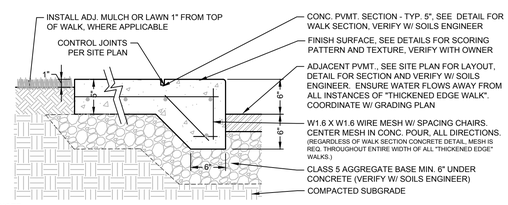
TABLE OF QUANTITIES
RIPRAP AT RCP - A OUTLETS OR BOXES OF EQUIVALENT SPAN WIDTH

		CLASS II d_{50} = 6"		CLASS III d_{50} = 9"		CLASS IV d_{50} = 12"	
SPAN OF PIPE ARCH (IN)	L (FT)	12" DEPTH RIP RAP (CY)	6" DEPTH GRANULAR FILTER (CY)	18" DEPTH RIPRAP (CY)	9" DEPTH GRANULAR FILTER (CY)	24" DEPTH RIPRAP (CY)	12" DEPTH GRANULAR FILTER (CY)
22	10	3.9	2.0	5.9	3.0	7.8	3.9
28	12	5.5	2.8	8.2	4.1	10.9	5.5
36	14	7.2	3.6	10.8	5.4	14.3	7.2
43	16	9.2	4.6	13.7	6.9	18.3	9.2
51	18	10.9	5.5	16.3	8.2	21.7	10.9
58	20	12.7	6.4	19.0	9.5	25.4	12.7



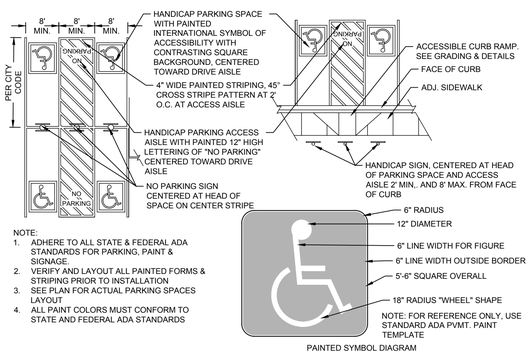
NOTES:
- PIPE SIZES LARGER THAN THOSE SHOWN REQUIRE A SPECIAL DESIGN.
- REQUIREMENTS FOR RIPRAP SIZE AND THICKNESS AND FILTER BLANKET WILL BE DESIGNATED IN THE PLANS.
- (1) FOR PIPES GREATER THAN OR EQUAL TO 30", USE 1.5'.
- (2) THE CONTRACTOR, AT HIS OPTION, MAY SUBSTITUTE A GEOTEXTILE FABRIC, MNDOT SPEC. 3733, FOR THE GRANULAR FILTER BLANKET UNLESS OTHERWISE SPECIFIED IN THE PLANS. THE FABRIC SHOULD COVER THE AREA OF THE RIPRAP AND EXTEND UNDER THE CULVERT APRON 3 FT.
- (3) DIMENSION E IS GIVEN ON MNDOT STANDARD PLATES 3100 AND 3110.

10 RIPRAP @ FLARED END SECTION
NTS



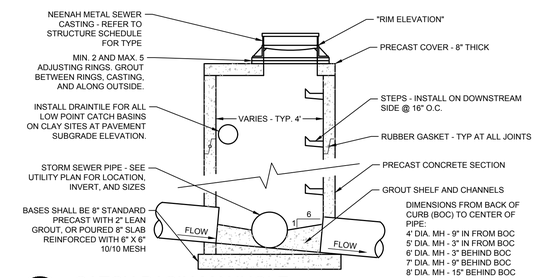
NOTE:
1. INSTALLATION AND REINFORCEMENT SHALL BE IN ACCORDANCE TO A CERTIFIED, ON-SITE A.C.I. TECHNICIAN AS SPECIFIED.
2. SEE GEO-TECHNICAL RECOMMENDATIONS FOR SOILS ENGINEER'S PVMT. SECTION REQUIREMENTS.
3. SEE LAYOUT DRAWINGS FOR LIMITS OF WALKS.
4. SEE CONCRETE JOINT DETAIL FOR REQUIREMENTS.
5. 1/2" WIDE EXPANSION JOINT AND SEALANT AT ALL CURBS.
6. WIRE MESH AND CHAIRS REQUIRED FOR ALL WALKS OR IN LOCATIONS FOR VEHICULAR TRAFFIC.

5 THICKENED EDGE CONC. WALK
NTS



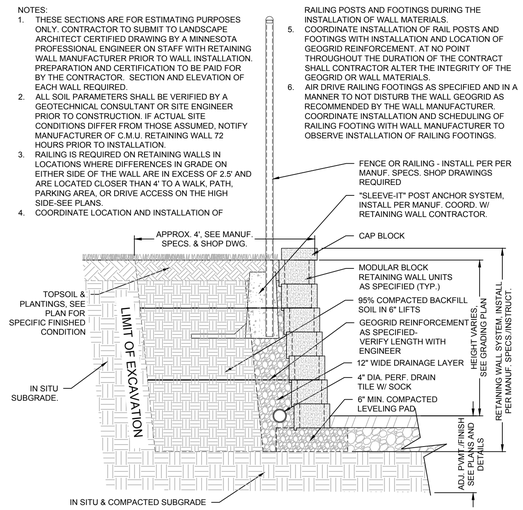
NOTE:
1. ADHERE TO ALL STATE & FEDERAL ADA STANDARDS FOR PARKING, PAINT & SIGNAGE.
2. VERIFY AND LAYOUT ALL PAINTED FORMS & STRIPING PRIOR TO INSTALLATION
3. SEE PLAN FOR ACTUAL PARKING SPACES LAYOUT
4. ALL PAINT COLORS MUST CONFORM TO STATE AND FEDERAL ADA STANDARDS

8 ACCESSIBLE PARKING PAVEMENT MARKING
NTS

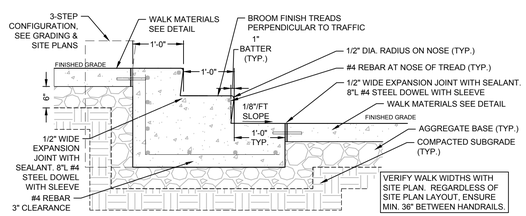


11 CATCH BASIN MANHOLE
NTS

NOTES:
1. THESE SECTIONS ARE FOR ESTIMATING PURPOSES ONLY. CONTRACTOR TO SUBMIT TO LANDSCAPE ARCHITECT CERTIFIED DRAWING BY A MINNESOTA PROFESSIONAL ENGINEER ON STAFF WITH RETAINING WALL MANUFACTURER PRIOR TO WALL INSTALLATION. PREPARATION AND CERTIFICATION TO BE PAID FOR BY THE CONTRACTOR. SECTION AND ELEVATION OF EACH WALL REQUIRED.
2. ALL SOIL PARAMETERS SHALL BE VERIFIED BY A GEOTECHNICAL CONSULTANT OR SITE ENGINEER PRIOR TO CONSTRUCTION. IF ACTUAL SITE CONDITIONS DIFFER FROM THOSE ASSUMED, NOTIFY MANUFACTURER OF C.M.U. RETAINING WALL 72 HOURS PRIOR TO INSTALLATION.
3. RAILING IS REQUIRED ON RETAINING WALLS IN LOCATIONS WHERE DIFFERENCES IN GRADE ON EITHER SIDE OF THE WALL ARE IN EXCESS OF 2.5' AND ARE LOCATED CLOSER THAN 4' TO A WALK, PATH, PARKING AREA, OR DRIVE ACCESS ON THE HIGH SIDE-SEE PLANS.
4. COORDINATE LOCATION AND INSTALLATION OF RAILING POSTS AND FOOTINGS DURING THE INSTALLATION OF WALL MATERIALS.
5. COORDINATE INSTALLATION OF RAIL POSTS AND FOOTINGS WITH INSTALLATION AND LOCATION OF GEOGRID REINFORCEMENT. AT NO POINT THROUGHOUT THE DURATION OF THE CONTRACT SHALL CONTRACTOR ALTER THE INTEGRITY OF THE GEOGRID OR WALL MATERIALS.
6. AIR DRIVE RAILING FOOTINGS AS SPECIFIED AND IN A MANNER TO NOT DISTURB THE WALL GEOGRID AS RECOMMENDED BY THE WALL MANUFACTURER. COORDINATE INSTALLATION AND SCHEDULING OF RAILING FOOTING WITH WALL MANUFACTURER TO OBSERVE INSTALLATION OF RAILING FOOTINGS.

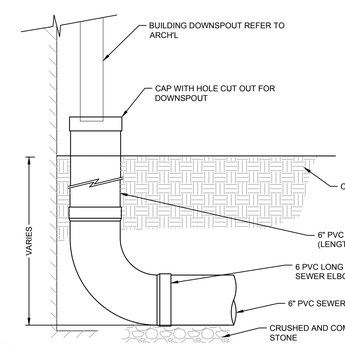


3 RETAINING WALL
NTS

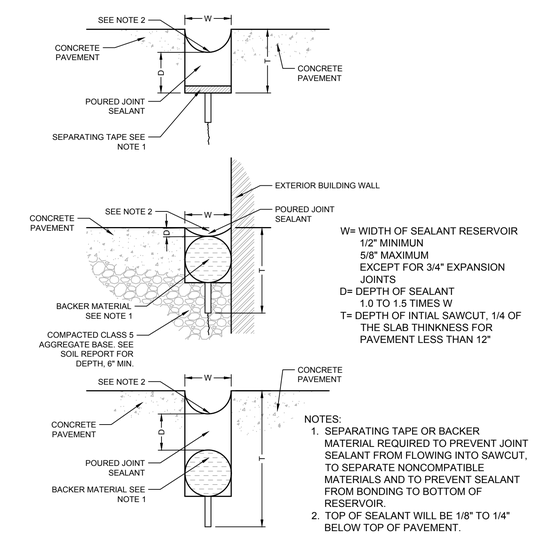


NOTES
1. SOIL TESTING, COMPACTION, AND BACKFILLING SHALL BE IN ACCORDANCE TO THE GEO-TECHNICAL RECOMMENDATIONS OR AS SPECIFIED.
2. AS NECESSARY, SUBMIT RAILING SHOP DRAWINGS FOR REVIEW BY THE LANDSCAPE ARCHITECT PRIOR TO FABRICATION. COORDINATE FABRICATION OF RAILING WITH OTHER RAIL OR FENCE TYPES. SHOP DRAWINGS SHALL BE COMPLIANT WITH CURRENT ADA ACCESSIBILITY REQUIREMENTS.
3. COORDINATE INSTALLATION OF RETAINING WALL OR ADJACENT CURB PRIOR TO INSTALLATION OF STAIRS-SEE DETAIL.
4. NO SPACE SHALL BE ALLOWED BETWEEN STAIRS AND ADJACENT STRUCTURES UNLESS OTHERWISE SHOWN. CONCRETE SHALL DIRECTLY ABUT FACE OF ADJACENT STRUCTURE, SEE SITE PLAN

6 EXTERIOR SITE STEP - 2-3 STEP DESIGN
NTS USE ONLY WITH IRC BUILDING TYPES



9 DOWNSPOUT TO PIPE CONNECTION
NTS



W= WIDTH OF SEALANT RESERVOIR
1/2" MINIMUN
5/8" MAXIMUM
EXCEPT FOR 3/4" EXPANSION JOINTS
D= DEPTH OF SEALANT
1.0 TO 1.5 TIMES W
T= DEPTH OF INTIAL SAWCUT, 1/4 OF THE SLAB THINKNESS FOR PAVEMENT LESS THAN 12"

NOTES:
1. SEPARATING TAPE OR BACKER MATERIAL REQUIRED TO PREVENT JOINT SEALANT FROM FLOWING INTO SAWCUT, TO SEPARATE NONCOMPATIBLE MATERIALS AND TO PREVENT SEALANT FROM BONDING TO BOTTOM OF RESERVOIR.
2. TOP OF SEALANT WILL BE 1/8" TO 1/4" BELOW TOP OF PAVEMENT.

12 EXPANSION JOINT SEALANT DETAILS
NTS

CivilSite GROUP
Civil Engineering ˚ Surveying ˚ Landscape Architecture
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REVIEWED BY	
PROJECT NUMBER	24412

REVISION SUMMARY

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CIVIL DETAILS

C5.0

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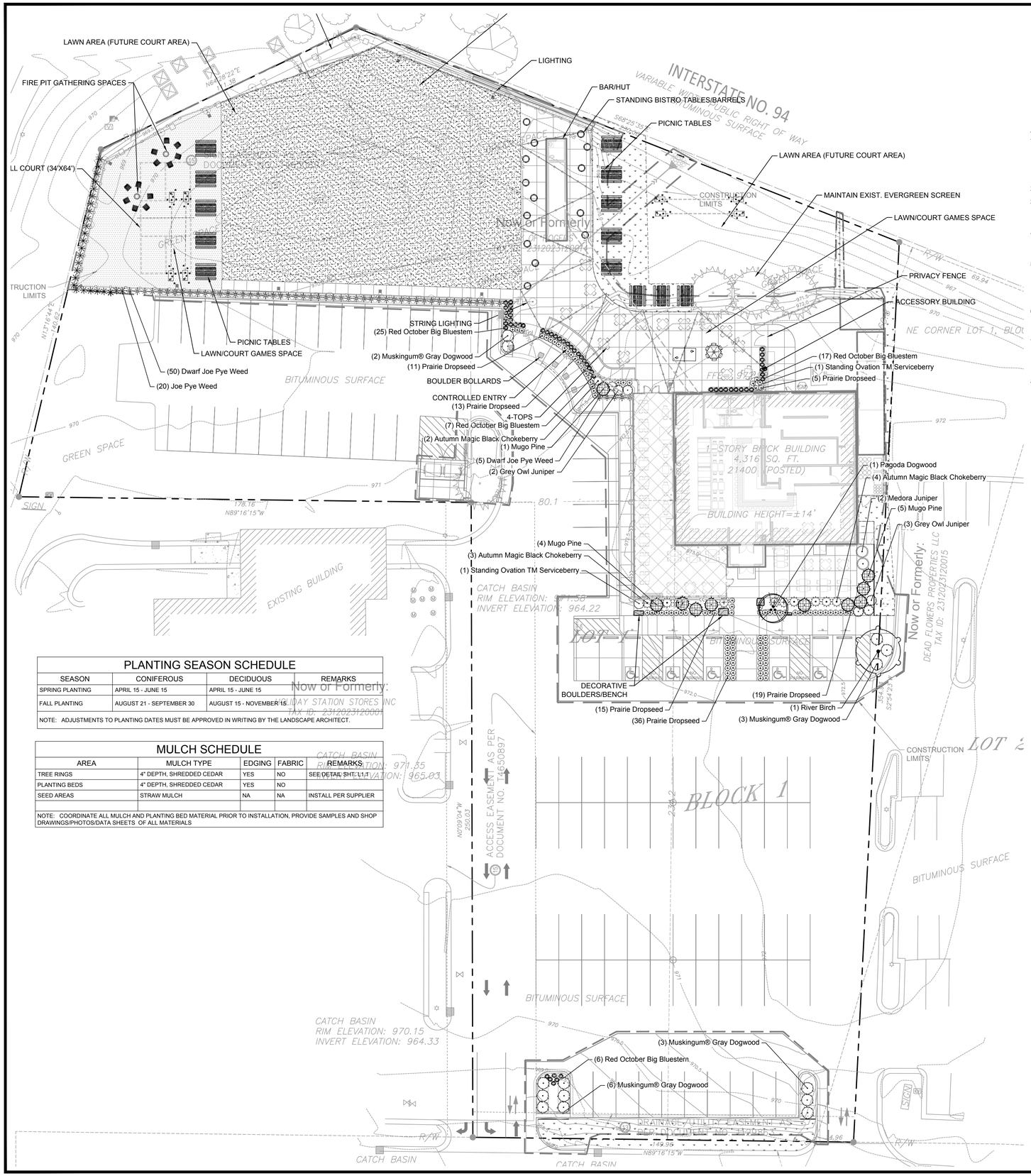

PLANTING SEASON SCHEDULE

SEASON	CONIFEROUS	DECIDUOUS	REMARKS
SPRING PLANTING	APRIL 15 - JUNE 15	APRIL 15 - JUNE 15	
FALL PLANTING	AUGUST 21 - SEPTEMBER 30	AUGUST 15 - NOVEMBER 15	

NOTE: ADJUSTMENTS TO PLANTING DATES MUST BE APPROVED IN WRITING BY THE LANDSCAPE ARCHITECT.

MULCH SCHEDULE

AREA	MULCH TYPE	EDGING	FABRIC	REMARKS
TREE RINGS	4" DEPTH, SHREDDED CEDAR	YES	NO	SEE DETAIL SHT. L1.1
PLANTING BEDS	4" DEPTH, SHREDDED CEDAR	YES	NO	
SEED AREAS	STRAW MULCH	NA	NA	INSTALL PER SUPPLIER

NOTE: COORDINATE ALL MULCH AND PLANTING BED MATERIAL PRIOR TO INSTALLATION. PROVIDE SAMPLES AND SHOP DRAWINGS/PHOTOS/DATA SHEETS OF ALL MATERIALS

POLLINATOR SAFE PLANT MATERIAL:

1. THE CONTRACTOR SHALL PROVIDE ONLY PLANT MATERIAL FREE OF NEONICOTINOID BASED INSECTICIDES AND/OR TREATMENTS OF ANY KIND, INCLUDING BY NOT LIMITED TO IMIDACLOPRID (CONFIDOR, ADMIRE, GAUCHO, ADVOCATE), THIAMETHOXAM (ACTARA, PLATINUM, CRUISER), CLOTHIANIDIN (PONCHO, DANTOSU, DANTOP), ACETAMIPRID (MOSPILAN, ASSAIL, CHIPCOTRISTAR), THIACLOPRID (CALYPSO), DINOTEFURAN (STARKLE, SAFARI, VENOM), AND NITENPYRAM (CAPSTAR, GUARDIAN).
2. CONTRACTOR SHALL CERTIFY, THROUGH SUPPLIERS POLICY STATEMENT OR AFFIDAVIT, THAT NO NEONICOTINOID BASED INSECTICIDES HAVE BEEN USED ON SITE OR DIRECTLY ADJACENT TO THE GROWING OR STORAGE PLOTS OF THE SUPPLIED PLANT MATERIAL, INCLUDING THE PLANTING OF AGRICULTURAL (OR OTHER) SEED TREATED WITH NEONICS..

LANDSCAPE NOTES:

1. ALL EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CONTACT "GOPHER STATE ONE CALL" (651-454-0002 OR 800-252-1166) FOR UTILITY LOCATIONS, 48 HOURS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL REPAIR OR REPLACE ANY UTILITIES THAT ARE DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.
2. REFERENCE MULCH SCHEDULE FOR MULCH MATERIALS AND LOCATIONS.
3. ALL TREES SHALL BE MULCHED WITH SHREDDED CEDAR MULCH TO OUTER EDGE OF SAUCER OR TO EDGE OF PLANTING BED, IF APPLICABLE. ALL MULCH SHALL BE KEPT WITHIN A MINIMUM OF 2" FROM TREE TRUNK.
4. IF SHOWN ON PLAN, RANDOM SIZED LIMESTONE BOULDERS COLOR AND SIZE TO COMPLIMENT NEW LANDSCAPING. OWNER TO APPROVE BOULDER SAMPLES PRIOR TO INSTALLATION.
5. PLANT MATERIALS SHALL CONFORM WITH THE AMERICAN ASSOCIATION OF NURSERYMEN STANDARDS AND SHALL BE OF HARDY STOCK, FREE FROM DISEASE, DAMAGE AND DISFIGURATION. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING PLUMPNESS OF PLANT MATERIAL FOR DURATION OF ACCEPTANCE PERIOD.
6. UPON DISCOVERY OF A DISCREPANCY BETWEEN THE QUANTITY OF PLANTS SHOWN ON THE SCHEDULE AND THE QUANTITY SHOWN ON THE PLAN, THE PLAN SHALL GOVERN.
7. CONDITION OF VEGETATION SHALL BE MONITORED BY THE LANDSCAPE ARCHITECT THROUGHOUT THE DURATION OF THE CONTRACT. LANDSCAPE MATERIALS PART OF THE CONTRACT SHALL BE WARRANTED FOR TWO (2) FULL GROWING SEASONS FROM SUBSTANTIAL COMPLETION DATE.
8. ALL AREAS DISTURBED BY CONSTRUCTION ACTIVITIES SHALL RECEIVE 6" LAYER TOPSOIL AND SOD AS SPECIFIED UNLESS OTHERWISE NOTED ON THE DRAWINGS.
9. COORDINATE LOCATION OF VEGETATION WITH UNDERGROUND AND OVERHEAD UTILITIES, LIGHTING FIXTURES, DOORS AND WINDOWS. CONTRACTOR SHALL STAKE IN THE FIELD FINAL LOCATION OF TREES AND SHRUBS FOR REVIEW AND APPROVAL BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
10. ALL PLANT MATERIALS SHALL BE WATERED AND MAINTAINED UNTIL ACCEPTANCE.
11. REPAIR AT NO COST TO OWNER ALL DAMAGE RESULTING FROM LANDSCAPE CONTRACTOR'S ACTIVITIES.
12. SWEEP AND MAINTAIN ALL PAVED SURFACES FREE OF DEBRIS GENERATED FROM LANDSCAPE CONTRACTOR'S ACTIVITIES.
13. PROVIDE SITE WIDE IRRIGATION SYSTEM DESIGN AND INSTALLATION. SYSTEM SHALL BE FULLY PROGRAMMABLE AND CAPABLE OF ALTERNATE DATE WATERING. THE SYSTEM SHALL PROVIDE HEAD TO HEAD OR DRIP COVERAGE AND BE CAPABLE OF DELIVERING ONE INCH OF PRECIPITATION PER WEEK. SYSTEM SHALL EXTEND INTO THE PUBLIC RIGHT-OF-WAY TO THE EDGE OF PAVEMENT/BACK OF CURB.
14. CONTRACTOR SHALL SECURE APPROVAL OF PROPOSED IRRIGATION SYSTEM INCLUDING PRICING FROM OWNER, PRIOR TO INSTALLATION.

PLANT SCHEDULE

CODE	QTY	COMMON / BOTANICAL NAME	CONT	NATIVE PLANTS	POLLINATOR FRIENDLY
TREES					
RB	1	River Birch / Betula nigra	2.5" Cal. B&B	NATIVE	N
	1	SUBTOTAL:			
EVERGREEN TREES					
PT	10	Mugo Pine / Pinus mugo `Tannenbaum`	6` B&B	NOT NATIVE	
	10	SUBTOTAL:			
ORNAMENTAL TREES					
CA3	1	Pagoda Dogwood / Cornus alternifolia	#20 CLUMP	NATIVE	Y
	1	SUBTOTAL:			
CODE	QTY	COMMON / BOTANICAL NAME	SIZE	NATIVE PLANTS	POLLINATOR FRIENDLY
SHRUBS					
AS	2	Standing Ovation TM Serviceberry / Amelanchier alnifolia `Obelisk`	#5 CONT	NATIVE CULTIVAR	Y
AA2	9	Autumn Magic Black Chokeberry / Aronia melanocarpa `Autumn Magic`	#5 CONT	NATIVE	Y
CM	14	Muskingum® Gray Dogwood / Cornus racemosa 'Muszam'	#5 CONT	NATIVE CULTIVAR	Y
JB	3	Buffalo Juniper / Juniperus sabina `Buffalo`	#5 CONT	NOT NATIVE	N
JM2	2	Medora Juniper / Juniperus scopulorum `Medora`	#5 CONT	NOT NATIVE	N
JO	5	Grey Owl Juniper / Juniperus virginiana `Grey Owl`	#5 CONT	NATIVE	N
	35	SUBTOTAL:			
GRASSES					
AR	54	Red October Big Bluestem / Andropogon gerardii 'Red October'	#1 CONT	NATIVE CULTIVAR	Y
SH	99	Prairie Dropseed / Sporobolus heterolepis	#1 CONT	NATIVE	Y
	153	SUBTOTAL:			
PERENNIALS					
ES	27	Joe Pye Weed / Eupatorium purpureum	#1 CONT	NATIVE	Y
EL	55	Dwarf Joe Pye Weed / Eupatorium purpureum 'Little Joe'	#1 CONT	NATIVE CULTIVAR	Y
	82	SUBTOTAL:			

LANDSCAPE PLAN LEGEND:

PLANT SCHEDULE

SYMBOL	COMMON / BOTANICAL NAME	QTY	SIZE
GROUND COVERS			
	Blue Grass Based / Sod Commercial grade, locally grown, "Big Roll" preferred	3,170 sf	Sod
	Shooting Star Sunny Lawn Mix / Turf Seed	3,809 sf	Seed Mix
SPECIALTY SURFACING			
	Standard Play Sand / Sand 12" DEPTH, STANDARD GRADE, LOCAL SOURCE, PIT SAND SUITABLE FOR PLAYGROUND & VOLLEYBALL COURTS	9,776 sf	---

PROPOSED CANOPY TREE SYMBOLS - SEE PLANT SCHEDULE AND PLAN FOR SPECIES AND PLANTING SIZES

PROPOSED EVERGREEN TREE SYMBOLS - SEE PLANT SCHEDULE AND PLAN FOR SPECIES AND PLANTING SIZES

PROPOSED ORNAMENTAL TREE SYMBOLS - SEE PLANT SCHEDULE AND PLAN FOR SPECIES AND PLANTING SIZES

PROPOSED DECIDUOUS AND EVERGREEN SHRUB SYMBOLS - SEE PLANT SCHEDULE AND PLAN FOR SPECIES AND PLANTING SIZES

PROPOSED PERENNIAL PLANT SYMBOLS - SEE PLANT SCHEDULE AND PLAN FOR SPECIES AND PLANTING SIZES

DECORATIVE BOULDERS (BLOCK STYLE), 18"-30" DIA.

CONSTRUCTION LIMITS

EDGING - SHALL BE COMMERCIAL GRADE, 4" DEPTH ALUMINUM, BLACK OR DARK GREEN IN COLOR, INCLUDE ALL CONNECTORS, STAKES, & ALL APPURTENANCES PER MANUF. INSTALL PER MANUF. INSTRUC./SPECS.

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10'-0" 0 20'-0"

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09/20/24

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PROJECT MANAGER	WILL BRUESTLE
CONTACT NUMBER	612-615-0060 X 711
DRAWN BY	WB, RB
REVIEWED BY	
PROJECT NUMBER	24412

REVISION SUMMARY

DATE	DESCRIPTION

LANDSCAPE PLAN

L1.0

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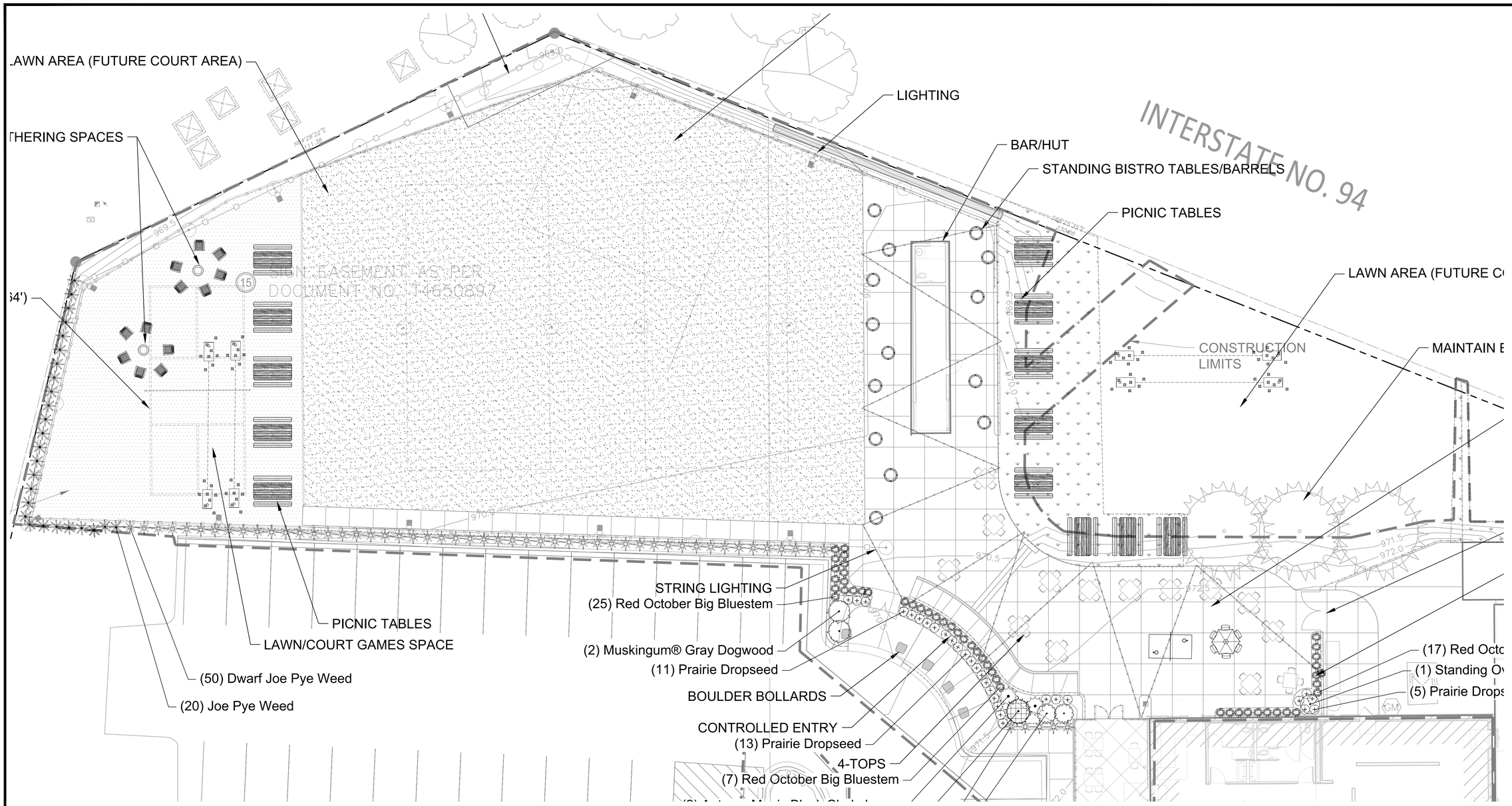

IRRIGATION NOTES:

1. ENTIRE SITE SHALL BE FULLY IRRIGATED. THE CONTRACTOR SHALL SUBMIT IRRIGATION SHOP DRAWINGS FOR REVIEW AND APPROVAL BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
2. PROVIDE SITE WIDE IRRIGATION SYSTEM DESIGN AND INSTALLATION. SYSTEM SHALL BE FULLY PROGRAMMABLE AND CAPABLE OF ALTERNATE DATE WATERING. THE SYSTEM SHALL PROVIDE HEAD TO HEAD OR DRIP COVERAGE AND BE CAPABLE OF DELIVERING ONE INCH OF PRECIPITATION PER WEEK. SYSTEM SHALL EXTEND INTO THE PUBLIC RIGHT-OF-WAY TO THE EDGE OF PAVEMENT/BACK OF CURB.
3. CONTRACTOR SHALL SECURE APPROVAL OF PROPOSED IRRIGATION SYSTEM INLCUDING PRICING FROM OWNER, PRIOR TO INSTALLATION.
4. SEE MECHANICAL AND ELECTRICAL PLANS AND SPECIFICATIONS FOR IRRIGATION WATER, METER, AND POWER CONNECTIONS.
5. CONTRACTOR TO VERIFY LOCATION OF ALL UNDERGROUND/ABOVE GROUND FACILITIES PRIOR TO ANY EXCAVATION/INSTALLATION. ANY DAMAGE TO UNDERGROUND/ABOVE GROUND FACILITIES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND COSTS ASSOCIATED WITH CORRECTING DAMAGES SHALL BE BORNE ENTIRELY BY THE CONTRACTOR.
6. SERVICE EQUIPMENT AND INSTALLATION SHALL BE PER LOCAL UTILITY COMPANY STANDARDS AND SHALL BE PER NATIONAL AND LOCAL CODES. EXACT LOCATION OF SERVICE EQUIPMENT SHALL BE COORDINATED WITH THE LANDSCAPE ARCHITECT OR EQUIVALENT AT THE JOB SITE.
7. CONTRACTOR SHALL COORDINATE WITH LOCAL UTILITY COMPANY FOR THE PROPOSED ELECTRICAL SERVICE AND METERING FACILITIES.
8. IRRIGATION WATER LINE CONNECTION SIZE IS 1-½" AT BUILDING. VERIFY WITH MECHANICAL PLANS.
9. ALL MAIN LINES SHALL BE 18" BELOW FINISHED GRADE.
10. ALL LATERAL LINES SHALL BE 12" BELLOW FINISHED GRADE.
11. ALL EXPOSED PVC RISERS, IF ANY, SHALL BE GRAY IN COLOR.
12. CONTRACTOR SHALL LAY ALL SLEEVES AND CONDUIT AT 2'-0" BELOW THE FINISHED GRADE OF THE TOP OF PAVEMENT. EXTEND SLEEVES TO 2'-0" BEYOND PAVEMENT.
13. CONTRACTOR SHALL MARK THE LOCATION OF ALL SLEEVES AND CONDUIT WITH THE SLEEVING MATERIAL "ELLED" TO 2'-0" ABOVE FINISHED GRADE AND CAPPED.
14. FABRICATE ALL PIPE TO MANUFACTURE'S SPECIFICATIONS WITH CLEAN AND SQUARE CUT JOINTS. USE QUALITY GRADE PRIMER AND SOLVENT CEMENT FORMULATED FOR INTENDED TYPE OF CONNECTION.
15. BACKFILL ALL TRENCHES WITH SOIL FREE OF SHARP OBJECTS AND DEBRIS.
16. ALL VALVE BOXES AND COVERS SHALL BE BLACK IN COLOR.
17. GROUP VALVE BOXES TOGETHER FOR EASE WHEN SERVICE IS REQUIRED. LOCATE IN PLANT BED AREAS WHENEVER POSSIBLE.
18. IRRIGATION CONTROLLER LOCATION SHALL BE VERIFIED ON-SITE WITH OWNER'S REPRESENTATIVE.
19. CONTROL WIRES: 14 GAUGE DIRECT BURIAL, SOLID COPPER IRRIGATION WIRE. RUN UNDER MAIN LINE. USE MOISTURE-PROOF SPLICES AND SPLICE ONLY AT VALVES OR PULL BOXES. RUN SEPARATE HOT AND COMMON WIRE TO EACH VALVE AND ONE (1) SPARE WIRE AND GROUND TO FURTHEST VALVE FROM CONTROLLER. LABEL OR COLOR CODE ALL WIRES.
20. AVOID OVER SPRAY ON BUILDINGS, PAVEMENT, WALLS AND ROADWAYS BY INDIVIDUALLY ADJUSTING RADIUS OR ARC ON SPRINKLER HEADS AND FLOW CONTROL ON AUTOMATIC VALVE.
21. ADJUST PRESSURE REGULATING VALVES FOR OPTIMUM PRESSURE ON SITE.
22. USE SCREENS ON ALL HEADS.
23. A SET OF AS-BUILT DRAWINGS SHALL BE MAINTAINED ON-SITE AT ALL TIMES IN AN UPDATED CONDITION.
24. ALL PIPE 3" AND OVER SHALL HAVE THRUST BLOCKING AT EACH TURN.
25. ALL AUTOMATIC REMOTE CONTROL VALVES WILL HAVE 3" MINIMUM DEPTH OF 3/4" WASHED GRAVEL UNDERNEATH VALVE AND VALVE BOX. GRAVEL SHALL EXTENT 3" BEYOND PERIMETER OF VALVE BOX.
26. THERE SHALL BE 3" MINIMUM SPACE BETWEEN BOTTOM OF VALVE BOX COVER AND TOP OF VALVE STRUCTURE.

SEE SHEET L1.0 FOR GENERAL LANDSCAPE NOTES & LEGEND

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LANDSCAPE PLAN ENLARGEMENTS

L1.1

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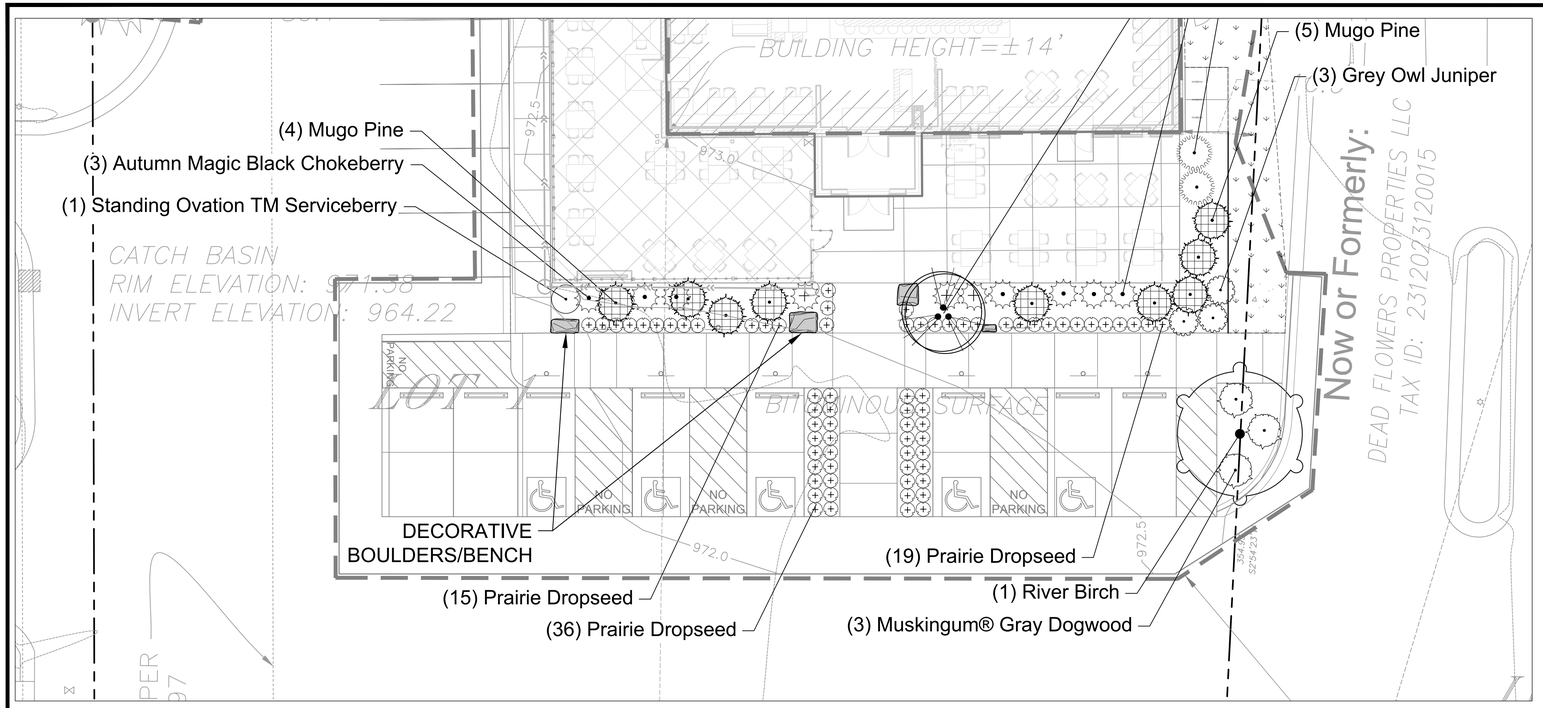
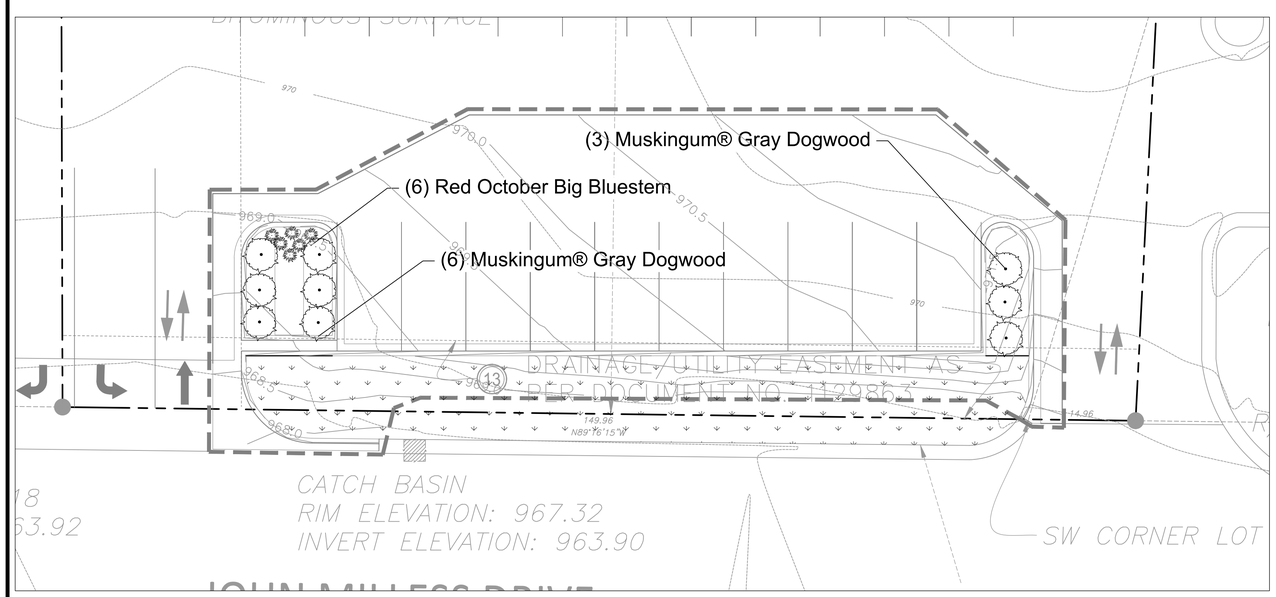


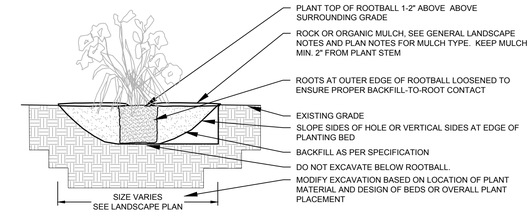
1 FRONT ENTRANCE LANDSCAPE ENLARGEMENT

1" = 10'-0"
5'-0" 0 10'-0"



2 PARKING LOT ISLAND LANDSCAPE ENLARGEMENT

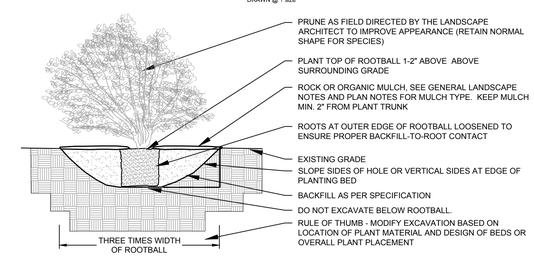
1" = 10'-0"
5'-0" 0 10'-0"



3 PERENNIAL BED PLANTING

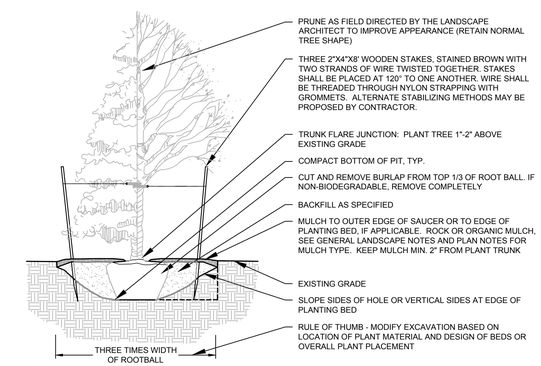
N T S

DRAWN @ ? size



4 DECIDUOUS & CONIFEROUS SHRUB PLANTING

N T S



5 DECIDUOUS & CONIFEROUS TREE PLANTING

N T S

SEE SHEET L1.0 FOR GENERAL LANDSCAPE NOTES & LEGEND

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LANDSCAPE PLAN ENLARGEMENTS & DETAILS

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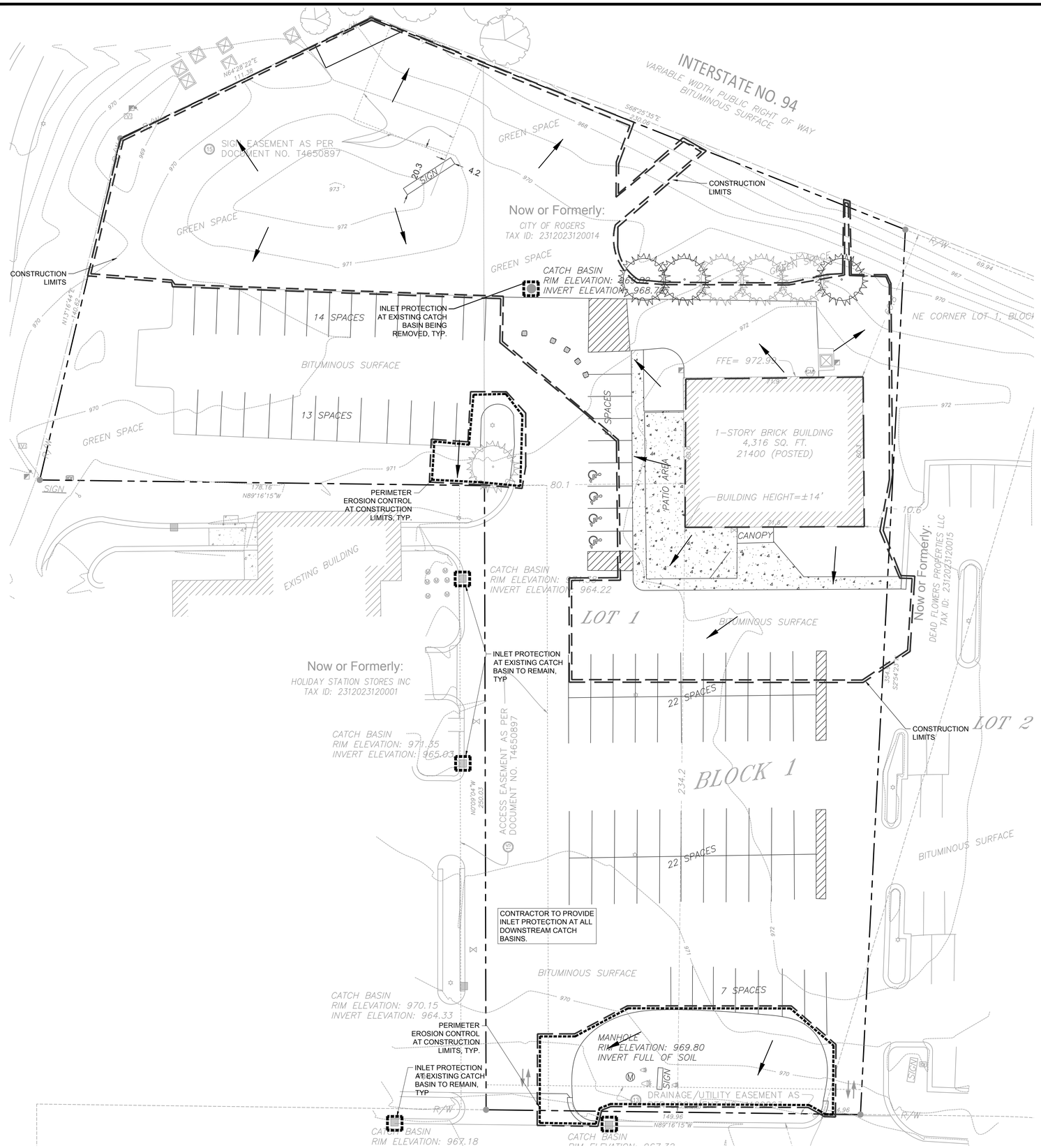

SWPPP NOTES:

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2. THIS PROJECT IS LESS THAN ONE ACRE AND WILL NOT REQUIRE AN MPCA NPDES PERMIT. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ANY EROSION CONTROL PERMITS REQUIRED BY THE CITY.
3. SEE SHEETS SW1.0 - SW1.3 FOR ALL EROSION CONTROL NOTES, DESCRIPTIONS, AND PRACTICES.
4. SEE GRADING PLAN FOR ADDITIONAL GRADING AND EROSION CONTROL NOTES.
5. CONTRACTOR IS RESPONSIBLE FOR SWPPP IMPLEMENTATION, INSPECTIONS, AND COMPLIANCE WITH NPDES PERMIT.

CITY OF ROGERS EROSION CONTROL NOTES:

1. RESERVED FOR CITY SPECIFIC EROSION CONTROL NOTES.

ALL SPECIFIED EROSION AND SEDIMENT CONTROL PRACTICES, AND MEASURES CONTAINED IN THIS SWPPP ARE THE MINIMUM REQUIREMENTS. ADDITIONAL PRACTICES MAY BE REQUIRED DURING THE COURSE OF CONSTRUCTION.

SWPPP LEGEND:

- 1125 — EX. 1' CONTOUR ELEVATION INTERVAL
- DRAINAGE ARROW
- SILT FENCE / BIOROLL - GRADING LIMIT
- INLET PROTECTION
- STABILIZED CONSTRUCTION ENTRANCE

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I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

Matthew R. Pavek

DATE 09/20/24 LICENSE NO. 44263

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SWPPP - EXISTING CONDITIONS

SW1.0

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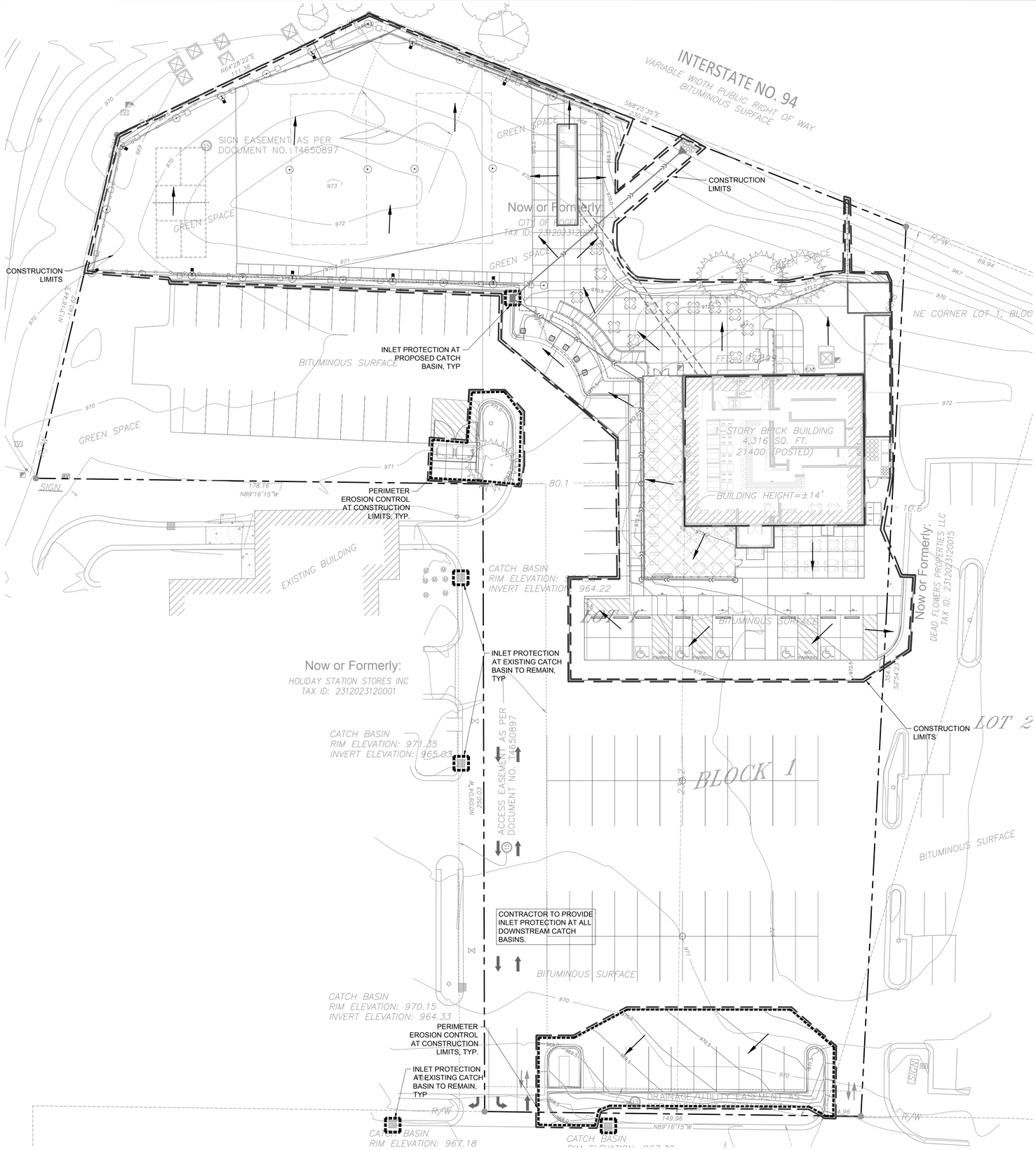

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3. SEE SHEETS SW1.0 - SW1.3 FOR ALL EROSION CONTROL NOTES, DESCRIPTIONS, AND PRACTICES.
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SWPPP LEGEND:

- 1125 — EX. 1' CONTOUR ELEVATION INTERVAL
- 1137 — 1.0' CONTOUR ELEVATION INTERVAL
- DRAINAGE ARROW
- SILT FENCE / BIOROLL - GRADING LIMIT
- INLET PROTECTION
- STABILIZED CONSTRUCTION ENTRANCE
- EROSION CONTROL BLANKET

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SWPPP - PROPOSED CONDITIONS

SW1.1

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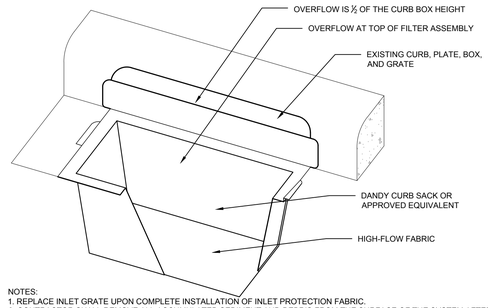
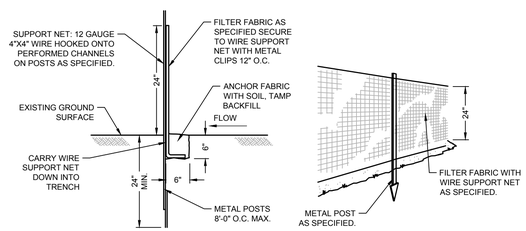
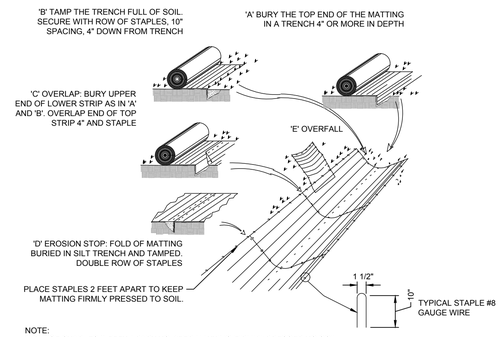


NOTES:
1. REPLACE INLET GRATE UPON COMPLETE INSTALLATION OF INLET PROTECTION FABRIC.
2. CONTRACTOR SHALL REMOVE ALL ACCUMULATED SEDIMENT AND DEBRIS FROM THE SURFACE OF THE SYSTEM AFTER EACH STORM EVENT AND AT THE COMPLETION OF THE CONTRACT.
3. CONTRACTOR SHALL USE DANDY SACK OR APPROVED EQUIVALENT FOR STRUCTURES WITHOUT CURBING.

1 CURB INLET SACK
N T S

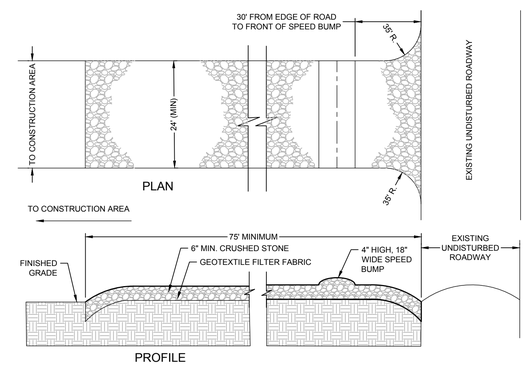


2 SEDIMENT FENCE
N T S



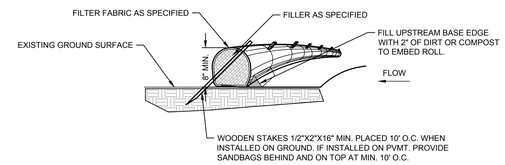
NOTE:
1. PLACE STAPLES 2 FEET APART TO KEEP MATTING FIRMLY PRESSED TO SOIL.

3 EROSION BLANKET
N T S



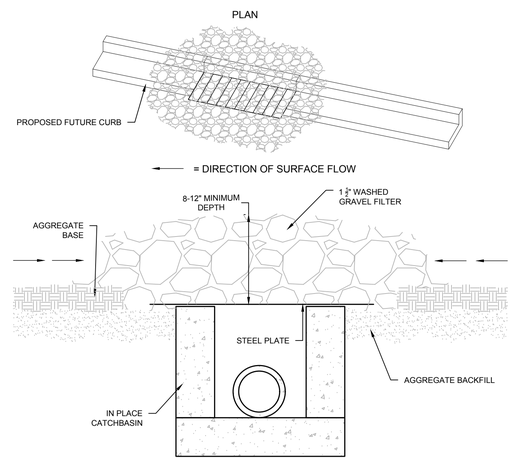
NOTES:
1. PROVIDE APPROPRIATE TRANSITION BETWEEN STABILIZED CONSTRUCTION ENTRANCE AND UNDISTURBED ROADWAY.
2. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO UNDISTURBED ROADWAY. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE OR ADDING STONE TO THE LENGTH OF THE ENTRANCE.
3. REPAIR AND CLEANOUT MEASURES USED TO TRAP SEDIMENT.
4. ALL SEDIMENT SPILLED, DROPPED, WASHED, OR TRACKED ONTO UNDISTURBED ROADWAY SHALL BE REMOVED AS DIRECTED BY THE ENGINEER.
5. FINAL LOCATION AND INSTALLATION SHALL BE COORDINATED WITH THE CITY PRIOR TO CONSTRUCTION ACTIVITIES.
6. CRUSHED STONE SHALL BE 1-1/2" DIA. CLOSE GRADED, AND IN ACCORDANCE TO MNDOT SECTION 2118.

4 STABILIZED CONSTRUCTION ACCESS
N T S



NOTE:
1. COMPOST FILTER LOGS (BIO ROLLS) SHALL BE FILTREXX EROSION CONTROL SOXX OR APPROVED EQUAL.
2. COMPOST FILLER TO BE MADE FROM A COMPOST BLEND 30%-40% GRADE 2 (SPEC 3890) AND 60%-70% PARTIALLY DECOMPOSED WOOD CHIPS, PER MNDOT SPEC 3897.
3. FILTER FABRIC SHALL BE GEOTEXTILE KNITTED MATERIAL WITH MAX. OPENINGS OF 3/8".
4. IF MULTIPLE ROLLS NEEDED, OVERLAP BY MIN. 12" AT ENDS AND STAKE.
5. SILT SHALL BE REMOVED ONCE IT REACHES 80% OF THE HEIGHT OF THE ROLL OR AS DEEMED NECESSARY BY SITE CONTRACTOR TO MAINTAIN PROPER FUNCTION.

5 SEDIMENT BIO-ROLL / COMPOST FILTER LOG
N T S



6 INLET PROTECTION ROCK FILTER
N T S

CivilSite GROUP
Civil Engineering ˚ Surveying ˚ Landscape Architecture
5000 Glenwood Avenue
Golden Valley, MN 55422
civilsitegroup.com 612-615-0060

PRELIMINARY: NOT FOR CONSTRUCTION

PROJECT
THE BLOCK
21400 JOHN MILLESS DRIVE, ROGERS, MN 55374

OWNER
CRAFT & CREW HOSPITALITY
819 MAINSTREET, HOPKINS, MN 55343

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

Matthew R. Pavek
DATE 09/20/24 LICENSE NO. 44263

ISSUE/SUBMITTAL SUMMARY

DATE	DESCRIPTION
09/20/24	BIT SET/PERMIT SET & CITY SUBMITTAL

PROJECT MANAGER	WILL BRUESTLE
CONTACT NUMBER	612-615-0060 X 711
DRAWN BY	WB, RB
REVIEWED BY	
PROJECT NUMBER	24412

REVISION SUMMARY

DATE	DESCRIPTION

SWPPP - DETAILS

SW1.2

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THE CONTRACTOR AND ALL SUBCONTRACTORS INVOLVED WITH A CONSTRUCTION ACTIVITY THAT DISTURBS SITE SOIL OR WHO IMPLEMENT A POLLUTANT CONTROL MEASURE IDENTIFIED IN THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) MUST COMPLY WITH THE REQUIREMENTS OF THE NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) GENERAL PERMIT (DATED AUGUST 1, 2018 # MNR100001) AND ANY LOCAL GOVERNING AGENCY HAVING JURISDICTION CONCERNING EROSION AND SEDIMENTATION CONTROL.

STORMWATER DISCHARGE DESIGN REQUIREMENTS

SWPPP

THE NATURE OF THIS PROJECT WILL BE CONSISTENT WITH WHAT IS REPRESENTED IN THIS SET OF CONSTRUCTION PLANS AND SPECIFICATIONS. SEE THE SWPPP PLAN SHEETS AND SWPPP NARRATIVE (ATTACHMENT A: CONSTRUCTION SWPPP TEMPLATE) FOR ADDITIONAL SITE SPECIFIC SWPPP INFORMATION. THE PLANS SHOW LOCATIONS AND TYPES OF ALL TEMPORARY AND PERMANENT EROSION PREVENTION AND SEDIMENT CONTROL BMP'S. STANDARD DETAILS ARE ATTACHED TO THIS SWPPP DOCUMENT.

THE INTENDED SEQUENCING OF MAJOR CONSTRUCTION ACTIVITIES IS AS FOLLOWS:

1. INSTALL STABILIZED ROCK CONSTRUCTION ENTRANCE
2. INSTALLATION OF SILT FENCE AROUND SITE
3. INSTALL ORANGE CONSTRUCTION FENCING AROUND INFILTRATION AREAS
4. INSTALL INLET PROTECTION AT ALL ADJACENT AND DOWNSTREAM CATCH BASINS
5. CLEAR AND GRUB FOR TEMPORARY SEDIMENT BASIN / POND INSTALL
6. CONSTRUCT TEMPORARY SEDIMENT BASIN / POND (SECTION 14)
7. CLEAR AND GRUB REMAINDER OF SITE
8. STRIP AND STOCKPILE TOPSOIL
9. ROUGH GRADING OF SITE
10. STABILIZE DENUDED AREAS AND STOCKPILES
11. INSTALL SANITARY SEWER, WATER MAIN STORM SEWER AND SERVICES
12. INSTALL SILT FENCE / INLET PROTECTION AROUND CB'S
13. INSTALL STREET SECTION
14. INSTALL CURB AND GUTTER
15. BITUMINOUS ON STREETS
16. FINAL GRADE BOULEVARD, INSTALL SEED AND MULCH
17. REMOVE ACCUMULATED SEDIMENT FROM BASIN / POND
18. FINAL GRADE POND / INFILTRATION BASINS (DO NOT COMPACT SOILS IN INFILTRATION AREAS.)
19. WHEN ALL CONSTRUCTION ACTIVITY IS COMPLETE AND THE SITE IS STABILIZED BY EITHER SEED OR SOD/LANDSCAPING, REMOVE SILT FENCE AND RESEED ANY AREAS DISTURBED BY THE REMOVAL.

RECORDS RETENTION:

THE SWPPP (ORIGINAL OR COPIES) INCLUDING, ALL CHANGES TO IT, AND INSPECTIONS AND MAINTENANCE RECORDS MUST BE KEPT AT THE SITE DURING CONSTRUCTION BY THE PERMITTEE WHO HAS OPERATIONAL CONTROL OF THAT PORTION OF THE SITE. THE SWPPP CAN BE KEPT IN EITHER THE FIELD OFFICE OR IN AN ON SITE VEHICLE DURING NORMAL WORKING HOURS.

ALL OWNER(S) MUST KEEP THE SWPPP, ALONG WITH THE FOLLOWING ADDITIONAL RECORDS, ON FILE FOR THREE (3) YEARS AFTER SUBMITTAL OF THE NOT AS OUTLINED IN SECTION 4. THIS DOES NOT INCLUDE ANY RECORDS AFTER SUBMITTAL OF THE NOT.

1. THE FINAL SWPPP;
2. ANY OTHER STORMWATER RELATED PERMITS REQUIRED FOR THE PROJECT;
3. RECORDS OF ALL INSPECTION AND MAINTENANCE CONDUCTED DURING CONSTRUCTION (SEE SECTION 11, INSPECTIONS AND MAINTENANCE);
4. ALL PERMANENT OPERATION AND MAINTENANCE AGREEMENTS THAT HAVE BEEN IMPLEMENTED, INCLUDING ALL RIGHT OF WAY, CONTRACTS, COVENANTS AND OTHER BINDING REQUIREMENTS REGARDING PERPETUAL MAINTENANCE; AND
5. ALL REQUIRED CALCULATIONS FOR DESIGN OF THE TEMPORARY AND PERMANENT STORMWATER MANAGEMENT SYSTEMS.

SWPPP IMPLEMENTATION RESPONSIBILITIES:

1. THE OWNER AND CONTRACTOR ARE PERMITTEE(S) AS IDENTIFIED BY THE NPDES PERMIT.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL ON-SITE IMPLEMENTATION OF THE SWPPP, INCLUDING THE ACTIVITIES OF ALL OF THE CONTRACTOR'S SUBCONTRACTORS.
3. CONTRACTOR SHALL PROVIDE A PERSON(S) KNOWLEDGEABLE AND EXPERIENCED IN THE APPLICATION OF EROSION PREVENTION AND SEDIMENT CONTROL BMPS TO OVERSEE ALL INSTALLATION AND MAINTENANCE OF BMPS AND IMPLEMENTATION OF THE SWPPP.
4. CONTRACTOR SHALL PROVIDE PERSON(S) MEETING THE TRAINING REQUIREMENTS OF THE NPDES PERMIT TO CONDUCT INSPECTION AND MAINTENANCE OF ALL EROSION PREVENTION AND SEDIMENT CONTROL BMPS IN ACCORDANCE WITH THE REQUIREMENTS OF THE PERMIT. ONE OF THESE INDIVIDUAL(S) MUST BE AVAILABLE FOR AN ONSITE INSPECTION WITHIN 72 HOURS UPON REQUEST BY MPCA. CONTRACTOR SHALL PROVIDE TRAINING DOCUMENTATION FOR THESE INDIVIDUAL(S) AS REQUIRED BY THE NPDES PERMIT. THIS TRAINING DOCUMENTATION SHALL BE RECORDED IN OR WITH THE SWPPP BEFORE THE START OF CONSTRUCTION OR AS SOON AS THE PERSONNEL FOR THE PROJECT HAVE BEEN DETERMINED. DOCUMENTATION SHALL INCLUDE:
   - 4.1. NAMES OF THE PERSONNEL ASSOCIATED WITH THE PROJECT THAT ARE REQUIRED TO BE TRAINED PER SECTION 21 OF THE PERMIT.
   - 4.2. DATES OF TRAINING AND NAME OF INSTRUCTOR AND ENTITY PROVIDING TRAINING.
   - 4.3. CONTENT OF TRAINING COURSE OR WORKSHOP INCLUDING THE NUMBER OF HOURS OF TRAINING.
5. FOLLOWING FINAL STABILIZATION AND THE TERMINATION OF COVERAGE FOR THE NPDES PERMIT, THE OWNER IS EXPECTED TO FURNISH LONG TERM OPERATION AND MAINTENANCE (O & M) OF THE PERMANENT STORM WATER MANAGEMENT SYSTEM.

CONSTRUCTION ACTIVITY REQUIREMENTS

SWPPP AMENDMENTS (SECTION 6):

1. ONE OF THE INDIVIDUALS DESCRIBED IN ITEM 21.2.A OR ITEM 21.2.B OR ANOTHER QUALIFIED INDIVIDUAL MUST COMPLETE ALL SWPPP CHANGES. CHANGES INVOLVING THE USE OF A LESS STRINGENT BMP MUST INCLUDE A JUSTIFICATION DESCRIBING HOW THE REPLACEMENT BMP IS EFFECTIVE FOR THE SITE CHARACTERISTICS.
2. PERMITTEES MUST AMEND THE SWPPP TO INCLUDE ADDITIONAL OR MODIFIED BMPS AS NECESSARY TO CORRECT PROBLEMS IDENTIFIED OR ADDRESS SITUATIONS WHENEVER THERE IS A CHANGE IN DESIGN, CONSTRUCTION, OPERATION, MAINTENANCE, WEATHER OR SEASONAL CONDITIONS HAVING A SIGNIFICANT EFFECT ON THE DISCHARGE OF POLLUTANTS TO SURFACE WATERS OR GROUNDWATER.
3. PERMITTEES MUST AMEND THE SWPPP TO INCLUDE ADDITIONAL OR MODIFIED BMPS AS NECESSARY TO CORRECT PROBLEMS IDENTIFIED OR ADDRESS SITUATIONS WHENEVER INSPECTIONS OR INVESTIGATIONS BY THE SITE OWNER OR OPERATOR, USEPA OR MPCA OFFICIALS INDICATE THE SWPPP IS NOT EFFECTIVE IN ELIMINATING OR SIGNIFICANTLY MINIMIZING THE DISCHARGE OF POLLUTANTS TO SURFACE WATERS OR GROUNDWATER OR THE DISCHARGES ARE CAUSING WATER QUALITY STANDARD EXCEEDANCES (E.G., NUISANCE CONDITIONS AS DEFINED IN MINN. R. 7050.0210, SUBP. 2) OR THE SWPPP IS NOT CONSISTENT WITH THE OBJECTIVES OF A USEPA APPROVED TMDL.

BMP SELECTION AND INSTALLATION (SECTION 7):

1. PERMITTEES MUST SELECT, INSTALL, AND MAINTAIN THE BMPS IDENTIFIED IN THE SWPPP AND IN THIS PERMIT IN AN APPROPRIATE AND FUNCTIONAL MANNER AND IN ACCORDANCE WITH RELEVANT MANUFACTURER SPECIFICATIONS AND ACCEPTED ENGINEERING PRACTICES.

EROSION PREVENTION (SECTION 8):

1. BEFORE WORK BEGINS, PERMITTEES MUST DELINEATE THE LOCATION OF AREAS NOT TO BE DISTURBED.
2. PERMITTEES MUST MINIMIZE THE NEED FOR DISTURBANCE OF PORTIONS OF THE PROJECT WITH STEEP SLOPES. WHEN STEEP SLOPES MUST BE DISTURBED, PERMITTEES MUST USE TECHNIQUES SUCH AS PHASING AND STABILIZATION PRACTICES DESIGNED FOR STEEP SLOPES (E.G., SLOPE DRAINING AND TERRACING).
3. PERMITTEES MUST STABILIZE ALL EXPOSED SOIL AREAS, INCLUDING STOCKPILES. STABILIZATION MUST BE INITIATED IMMEDIATELY TO LIMIT SOIL EROSION WHEN CONSTRUCTION ACTIVITY HAS PERMANENTLY OR TEMPORARILY CEASED ON ANY PORTION OF THE SITE AND WILL NOT RESUME FOR A PERIOD EXCEEDING 14 CALENDAR DAYS. STABILIZATION MUST BE COMPLETED NO LATER THAN 14 CALENDAR DAYS AFTER THE CONSTRUCTION ACTIVITY HAS CEASED. STABILIZATION IS NOT REQUIRED ON CONSTRUCTED BASE COMPONENTS OF ROADS, PARKING LOTS AND SIMILAR SURFACES. STABILIZATION IS NOT REQUIRED ON TEMPORARY STOCKPILES WITHOUT SIGNIFICANT SILT, CLAY OR ORGANIC COMPONENTS (E.G., CLEAN AGGREGATE STOCKPILES, DEMOLITION CONCRETE STOCKPILES, SAND STOCKPILES) BUT PERMITTEES MUST PROVIDE SEDIMENT CONTROLS AT THE BASE OF THE STOCKPILE.
4. FOR PUBLIC WATERS THAT THE MINNESOTA DNR HAS PROMULGATED "WORK IN WATER RESTRICTIONS" DURING SPECIFIED FISH SPAWNING TIME FRAMES, PERMITTEES MUST COMPLETE STABILIZATION OF ALL EXPOSED SOIL AREAS WITHIN 200 FEET OF THE WATER'S EDGE, AND THAT DRAIN TO THESE WATERS, WITHIN 24 HOURS DURING THE RESTRICTION PERIOD.
5. PERMITTEES MUST STABILIZE THE NORMAL WETTED PERIMETER OF THE LAST 200 LINEAR FEET OF TEMPORARY OR PERMANENT DRAINAGE DITCHES OR SWALES THAT DRAIN WATER FROM THE SITE WITHIN 24 HOURS AFTER CONNECTING TO A SURFACE WATER OR PROPERTY EDGE. PERMITTEES MUST COMPLETE STABILIZATION OF REMAINING PORTIONS OF TEMPORARY OR PERMANENT DITCHES OR SWALES WITHIN 14 CALENDAR DAYS AFTER CONNECTING TO A SURFACE WATER OR PROPERTY EDGE AND CONSTRUCTION IN THAT PORTION OF THE DITCH TEMPORARILY OR PERMANENTLY CEASES.
6. TEMPORARY OR PERMANENT DITCHES OR SWALES BEING USED AS A SEDIMENT CONTAINMENT SYSTEM DURING CONSTRUCTION (WITH PROPERLY DESIGNED ROCK-DITCH CHECKS, BIO ROLLS, SILT DIKES, ETC.) DO NOT NEED TO BE STABILIZED. PERMITTEES MUST STABILIZE THESE AREAS WITHIN 24 HOURS AFTER THEIR USE AS A SEDIMENT CONTAINMENT SYSTEM CEASES
7. PERMITTEES MUST NOT USE MULCH, HYDROMULCH, TACKIFIER, POLYACRYLAMIDE OR SIMILAR EROSION PREVENTION PRACTICES WITHIN ANY PORTION OF THE NORMAL WETTED PERIMETER OF A TEMPORARY OR PERMANENT DRAINAGE DITCH OR SWALE SECTION WITH A CONTINUOUS SLOPE OF GREATER THAN 2 PERCENT.
8. PERMITTEES MUST PROVIDE TEMPORARY OR PERMANENT ENERGY DISSIPATION AT ALL PIPE OUTLETS WITHIN 24 HOURS AFTER CONNECTION TO A SURFACE WATER OR PERMANENT STORMWATER TREATMENT SYSTEM.
9. PERMITTEES MUST NOT DISTURB MORE LAND (I.E., PHASING) THAN CAN BE EFFECTIVELY INSPECTED AND MAINTAINED IN ACCORDANCE WITH SECTION 11.

SEDIMENT CONTROL (SECTION 9):

1. PERMITTEES MUST ESTABLISH SEDIMENT CONTROL BMPS ON ALL DOWNGRADIENT PERIMETERS OF THE SITE AND DOWNGRADIENT AREAS OF THE SITE THAT DRAIN TO ANY SURFACE WATER, INCLUDING CURB AND GUTTER SYSTEMS. PERMITTEES MUST LOCATE SEDIMENT CONTROL PRACTICES UPGRADIENT OF ANY BUFFER ZONES. PERMITTEES MUST INSTALL SEDIMENT CONTROL PRACTICES BEFORE ANY UPGRADIENT LAND-DISTURBING ACTIVITIES BEGIN AND MUST KEEP THE SEDIMENT CONTROL PRACTICES IN PLACE UNTIL THEY ESTABLISH PERMANENT COVER.
2. IF DOWNGRADIENT SEDIMENT CONTROLS ARE OVERLOADED, BASED ON FREQUENT FAILURE OR EXCESSIVE MAINTENANCE REQUIREMENTS, PERMITTEES MUST INSTALL ADDITIONAL UPGRADIENT SEDIMENT CONTROL PRACTICES OR REDUNDANT BMPS TO ELIMINATE THE OVERLOADING AND AMEND THE SWPPP TO IDENTIFY THESE ADDITIONAL PRACTICES AS REQUIRED IN ITEM 6.3.
3. TEMPORARY OR PERMANENT DRAINAGE DITCHES AND SEDIMENT BASINS DESIGNED AS PART OF A SEDIMENT CONTAINMENT SYSTEM (E.G., DITCHES WITH ROCK-CHECK DAMS) REQUIRE SEDIMENT CONTROL PRACTICES ONLY AS APPROPRIATE FOR SITE CONDITIONS.
4. A FLOATING SILT CURTAIN PLACED IN THE WATER IS NOT A SEDIMENT CONTROL BMP TO SATISFY ITEM 9.2 EXCEPT WHEN WORKING ON A SHORELINE OR BELOW THE WATERLINE. IMMEDIATELY AFTER THE SHORT TERM CONSTRUCTION ACTIVITY (E.G., INSTALLATION OF RIP RAP ALONG THE SHORELINE) IN THAT AREA IS COMPLETE, PERMITTEES MUST INSTALL AN UPLAND PERIMETER CONTROL PRACTICE IF EXPOSED SOILS STILL DRAIN TO A SURFACE WATER.
5. PERMITTEES MUST RE-INSTALL ALL SEDIMENT CONTROL PRACTICES ADJUSTED OR REMOVED TO ACCOMMODATE SHORT-TERM ACTIVITIES SUCH AS CLEARING OR GRUBBING, OR PASSAGE OF VEHICLES, IMMEDIATELY AFTER THE SHORT-TERM ACTIVITY IS COMPLETED. PERMITTEES MUST RE-INSTALL SEDIMENT CONTROL PRACTICES BEFORE THE NEXT PRECIPITATION EVENT EVEN IF THE SHORT-TERM ACTIVITY IS NOT COMPLETE.
6. PERMITTEES MUST PROTECT ALL STORM DRAIN INLETS USING APPROPRIATE BMPS DURING CONSTRUCTION UNTIL THEY ESTABLISH PERMANENT COVER ON ALL AREAS WITH POTENTIAL FOR DISCHARGING TO THE INLET.
7. PERMITTEES MAY REMOVE INLET PROTECTION FOR A PARTICULAR INLET IF A SPECIFIC SAFETY CONCERN (E.G. STREET FLOODING/FREEZING) IS IDENTIFIED BY THE PERMITTEES OR THE JURISDICTIONAL AUTHORITY (E.G., CITY/COUNTY/TOWNSHIP/MINNESOTA DEPARTMENT OF TRANSPORTATION ENGINEER). PERMITTEES MUST DOCUMENT THE NEED FOR REMOVAL IN THE SWPPP.
8. PERMITTEES MUST PROVIDE SILT FENCE OR OTHER EFFECTIVE SEDIMENT CONTROLS AT THE BASE OF STOCKPILES ON THE DOWNGRADIENT PERIMETER.
9. PERMITTEES MUST LOCATE STOCKPILES OUTSIDE OF NATURAL BUFFERS OR SURFACE WATERS, INCLUDING STORMWATER CONVEYANCES SUCH AS CURB AND GUTTER SYSTEMS UNLESS THERE IS A BYPASS IN PLACE FOR THE STORMWATER.
10. PERMITTEES MUST INSTALL A VEHICLE TRACKING BMP TO MINIMIZE THE TRACK OUT OF SEDIMENT FROM THE CONSTRUCTION SITE OR ONTO PAVED ROADS WITHIN THE SITE.
11. PERMITTEES MUST USE STREET SWEEPING IF VEHICLE TRACKING BMPS ARE NOT ADEQUATE TO PREVENT SEDIMENT TRACKING ONTO THE STREET.
12. PERMITTEES MUST INSTALL TEMPORARY SEDIMENT BASINS AS REQUIRED IN SECTION 14.
13. IN ANY AREAS OF THE SITE WHERE FINAL VEGETATIVE STABILIZATION WILL OCCUR, PERMITTEES MUST RESTRICT VEHICLE AND EQUIPMENT USE TO MINIMIZE SOIL COMPACTION.
14. PERMITTEES MUST PRESERVE TOPSOIL ON THE SITE, UNLESS INFEASIBLE.
15. PERMITTEES MUST DIRECT DISCHARGES FROM BMPS TO VEGETATED AREAS UNLESS INFEASIBLE.
16. PERMITTEES MUST PRESERVE A 50 FOOT NATURAL BUFFER OR, IF A BUFFER IS INFEASIBLE ON THE SITE, PROVIDE REDUNDANT (DOUBLE) PERIMETER SEDIMENT CONTROLS WHEN A SURFACE WATER IS LOCATED WITHIN 50 FEET OF THE PROJECT'S EARTH DISTURBANCES AND STORMWATER FLOWS TO THE SURFACE WATER. PERMITTEES MUST INSTALL PERIMETER SEDIMENT CONTROLS AT LEAST 5 FEET APART UNLESS LIMITED BY LACK OF AVAILABLE SPACE. NATURAL BUFFERS ARE NOT REQUIRED ADJACENT TO ROAD DITCHES, JUDICIAL DITCHES, COUNTY DITCHES, STORMWATER CONVEYANCE CHANNELS, STORM DRAIN INLETS, AND SEDIMENT BASINS. IF PRESERVING THE BUFFER IS INFEASIBLE, PERMITTEES MUST DOCUMENT THE REASONS IN THE SWPPP. SHEET PILING IS A REDUNDANT PERIMETER CONTROL IF INSTALLED IN A MANNER THAT RETAINS ALL STORMWATER.
17. PERMITTEES MUST USE POLYMERS, FLOCCULANTS, OR OTHER SEDIMENTATION TREATMENT CHEMICALS IN ACCORDANCE WITH ACCEPTED ENGINEERING PRACTICES, DOSING SPECIFICATIONS AND SEDIMENT REMOVAL DESIGN SPECIFICATIONS PROVIDED BY THE MANUFACTURER OR SUPPLIER. THE PERMITTEES MUST USE CONVENTIONAL EROSION AND SEDIMENT CONTROLS PRIOR TO CHEMICAL ADDITION AND MUST DIRECT TREATED STORMWATER TO A SEDIMENT CONTROL SYSTEM FOR FILTRATION OR SETTLEMENT OF THE FLOC PRIOR TO DISCHARGE.

DEWATERING AND BASIN DRAINING (SECTION 10):

1. PERMITTEES MUST DISCHARGE TURBID OR SEDIMENT-LADEN WATERS RELATED TO DEWATERING OR BASIN DRAINING (E.G., PUMPED DISCHARGES, TRENCH/DITCH CUTS FOR DRAINAGE) TO A TEMPORARY OR PERMANENT SEDIMENT BASIN ON THE PROJECT SITE UNLESS INFEASIBLE. PERMITTEES MAY DEWATER TO SURFACE WATERS IF THEY VISUALLY CHECK TO ENSURE ADEQUATE TREATMENT HAS BEEN OBTAINED AND NUISANCE CONDITIONS (SEE MINN. R. 7050.0210, SUBP. 2) WILL NOT RESULT FROM THE DISCHARGE. IF PERMITTEES CANNOT DISCHARGE THE WATER TO A SEDIMENTATION BASIN PRIOR TO ENTERING A SURFACE WATER, PERMITTEES MUST TREAT IT WITH APPROPRIATE BMPS SUCH THAT THE DISCHARGE DOES NOT ADVERSELY AFFECT THE SURFACE WATER OR DOWNSTREAM PROPERTIES.
2. IF PERMITTEES MUST DISCHARGE WATER CONTAINING OIL OR GREASE, THEY MUST USE AN OIL-WATER SEPARATOR OR SUITABLE FILTRATION DEVICE (E.G., CARTRIDGE FILTERS, ABSORBENTS PADS) PRIOR TO DISCHARGE.
3. PERMITTEES MUST DISCHARGE ALL WATER FROM DEWATERING OR BASIN-DRAINING ACTIVITIES IN A MANNER THAT DOES NOT CAUSE EROSION OR SCOUR IN THE IMMEDIATE VICINITY OF DISCHARGE POINTS OR INUNDATION OF WETLANDS IN THE IMMEDIATE VICINITY OF DISCHARGE POINTS THAT CAUSES SIGNIFICANT ADVERSE IMPACT TO THE WETLAND.
4. IF PERMITTEES USE FILTERS WITH BACKWASH WATER, THEY MUST HAUL THE BACKWASH WATER AWAY FOR DISPOSAL, RETURN THE BACKWASH WATER TO THE BEGINNING OF THE TREATMENT PROCESS, OR INCORPORATE THE BACKWASH WATER INTO THE SITE IN A MANNER THAT DOES NOT CAUSE EROSION.

INSPECTIONS AND MAINTENANCE (SECTION 11):

1. PERMITTEES MUST ENSURE A TRAINED PERSON, AS IDENTIFIED IN ITEM 21.2.B, WILL INSPECT THE ENTIRE CONSTRUCTION SITE AT LEAST ONCE EVERY SEVEN (7) DAYS DURING ACTIVE CONSTRUCTION AND WITHIN 24 HOURS AFTER A RAINFALL EVENT GREATER THAN 1/2 INCH IN 24 HOURS.
2. PERMITTEES MUST INSPECT AND MAINTAIN ALL PERMANENT STORMWATER TREATMENT BMPS.
3. PERMITTEES MUST INSPECT ALL EROSION PREVENTION AND SEDIMENT CONTROL BMPS AND POLLUTION PREVENTION MANAGEMENT MEASURES TO ENSURE INTEGRITY AND EFFECTIVENESS. PERMITTEES MUST REPAIR, REPLACE OR SUPPLEMENT ALL NONFUNCTIONAL BMPS WITH FUNCTIONAL BMPS BY THE END OF THE NEXT BUSINESS DAY AFTER DISCOVERY UNLESS ANOTHER TIME FRAME IS SPECIFIED IN ITEM 11.5 OR 11.6. PERMITTEES MAY TAKE ADDITIONAL TIME IF FIELD CONDITIONS PREVENT ACCESS TO THE AREA.
4. DURING EACH INSPECTION, PERMITTEES MUST INSPECT SURFACE WATERS, INCLUDING DRAINAGE DITCHES AND CONVEYANCE SYSTEMS BUT NOT CURB AND GUTTER SYSTEMS, FOR EVIDENCE OF EROSION AND SEDIMENT DEPOSITION. PERMITTEES MUST REMOVE ALL DELTAS AND SEDIMENT DEPOSITED IN SURFACE WATERS, INCLUDING DRAINAGE WAYS, CATCH BASINS, AND OTHER DRAINAGE SYSTEMS AND RESTABILIZE THE AREAS WHERE SEDIMENT REMOVAL RESULTS IN EXPOSED SOIL. PERMITTEES MUST COMPLETE REMOVAL AND STABILIZATION WITHIN SEVEN (7) CALENDAR DAYS OF DISCOVERY UNLESS PRECLUDED BY LEGAL, REGULATORY, OR PHYSICAL ACCESS CONSTRAINTS. PERMITTEES MUST USE ALL REASONABLE EFFORTS TO OBTAIN ACCESS. IF PRECLUDED, REMOVAL AND STABILIZATION MUST TAKE PLACE WITHIN SEVEN (7) DAYS OF OBTAINING ACCESS. PERMITTEES ARE RESPONSIBLE FOR CONTACTING ALL LOCAL, REGIONAL, STATE AND FEDERAL AUTHORITIES AND RECEIVING ANY APPLICABLE PERMITS, PRIOR TO CONDUCTING ANY WORK IN SURFACE WATERS.
5. PERMITTEES MUST INSPECT CONSTRUCTION SITE VEHICLE EXIT LOCATIONS, STREETS AND CURB AND GUTTER SYSTEMS WITHIN AND ADJACENT TO THE PROJECT FOR SEDIMENTATION FROM EROSION OR TRACKED SEDIMENT FROM VEHICLES. PERMITTEES MUST REMOVE SEDIMENT FROM ALL PAVED SURFACES WITHIN ONE (1) CALENDAR DAY OF DISCOVERY OR, IF APPLICABLE, WITHIN A SHORTER TIME TO AVOID A SAFETY HAZARD TO USERS OF PUBLIC STREETS.
6. PERMITTEES MUST REPAIR, REPLACE OR SUPPLEMENT ALL PERIMETER CONTROL DEVICES WHEN THEY BECOME NONFUNCTIONAL OR THE SEDIMENT REACHES 1/2 OF THE HEIGHT OF THE DEVICE.
7. PERMITTEES MUST DRAIN TEMPORARY AND PERMANENT SEDIMENTATION BASINS AND REMOVE THE SEDIMENT WHEN THE DEPTH OF SEDIMENT COLLECTED IN THE BASIN REACHES 1/2 THE STORAGE VOLUME.
8. PERMITTEES MUST ENSURE THAT AT LEAST ONE INDIVIDUAL PRESENT ON THE SITE (OR AVAILABLE TO THE PROJECT SITE IN THREE (3) CALENDAR DAYS) IS TRAINED IN THE JOB DUTIES DESCRIBED IN ITEM 21.2.B.
9. PERMITTEES MAY ADJUST THE INSPECTION SCHEDULE DESCRIBED IN ITEM 11.2 AS FOLLOWS:
   - a. INSPECTIONS OF AREAS WITH PERMANENT COVER CAN BE REDUCED TO ONCE PER MONTH, EVEN IF CONSTRUCTION ACTIVITY CONTINUES ON OTHER PORTIONS OF THE SITE; OR
   - b. WHERE SITES HAVE PERMANENT COVER ON ALL EXPOSED SOIL AND NO CONSTRUCTION ACTIVITY IS OCCURRING ANYWHERE ON THE SITE, INSPECTIONS CAN BE REDUCED TO ONCE PER MONTH AND, AFTER 12 MONTHS, MAY BE SUSPENDED COMPLETELY UNTIL CONSTRUCTION ACTIVITY RESUMES. THE MPCA MAY REQUIRE INSPECTIONS TO RESUME IF CONDITIONS WARRANT; OR
   - c. WHERE CONSTRUCTION ACTIVITY HAS BEEN SUSPENDED DUE TO FROZEN GROUND CONDITIONS, INSPECTIONS MAY BE SUSPENDED. INSPECTIONS MUST RESUME WITHIN 24 HOURS OF RUNOFF OCCURRING, OR UPON RESUMING CONSTRUCTION, WHICHEVER COMES FIRST.
10. PERMITTEES MUST RECORD ALL INSPECTIONS AND MAINTENANCE ACTIVITIES WITHIN 24 HOURS OF BEING CONDUCTED AND THESE RECORDS MUST BE RETAINED WITH THE SWPPP. THESE RECORDS MUST INCLUDE:
   - a. DATE AND TIME OF INSPECTIONS; AND
   - b. NAME OF PERSONS CONDUCTING INSPECTIONS; AND
   - c. ACCURATE FINDINGS OF INSPECTIONS, INCLUDING THE SPECIFIC LOCATION WHERE CORRECTIVE ACTIONS ARE NEEDED; AND
   - d. CORRECTIVE ACTIONS TAKEN (INCLUDING DATES, TIMES, AND PARTY COMPLETING MAINTENANCE ACTIVITIES); AND
   - e. DATE OF ALL RAINFALL EVENTS GREATER THAN 1/2 INCHES IN 24 HOURS, AND THE AMOUNT OF RAINFALL FOR EACH EVENT. PERMITTEES MUST OBTAIN RAINFALL AMOUNTS BY EITHER A PROPERLY MAINTAINED RAIN GAUGE INSTALLED ONSITE, A WEATHER STATION THAT IS WITHIN ONE (1) MILE OF YOUR LOCATION, OR A WEATHER REPORTING SYSTEM THAT PROVIDES SITE SPECIFIC RAINFALL DATA FROM RADAR SUMMARIES; AND
   - f. IF PERMITTEES OBSERVE A DISCHARGE DURING THE INSPECTION, THEY MUST RECORD AND SHOULD PHOTOGRAPH AND DESCRIBE THE LOCATION OF THE DISCHARGE (I.E., COLOR, ODOR, SETTLED OR SUSPENDED SOLIDS, OIL SHEEN, AND OTHER OBVIOUS INDICATORS OF POLLUTANTS); AND
   - g. ANY AMENDMENTS TO THE SWPPP PROPOSED AS A RESULT OF THE INSPECTION MUST BE DOCUMENTED AS REQUIRED IN SECTION 6 WITHIN SEVEN (7) CALENDAR DAYS.

POLLUTION PREVENTION MANAGEMENT (SECTION 12):

1. PERMITTEES MUST PLACE BUILDING PRODUCTS AND LANDSCAPE MATERIALS UNDER COVER (E.G., PLASTIC SHEETING OR TEMPORARY ROOFS) OR PROTECT THEM BY SIMILARLY EFFECTIVE MEANS DESIGNED TO MINIMIZE CONTACT WITH STORMWATER. PERMITTEES ARE NOT REQUIRED TO COVER OR PROTECT PRODUCTS WHICH ARE EITHER NOT A SOURCE OF CONTAMINATION TO STORMWATER OR ARE DESIGNED TO BE EXPOSED TO STORMWATER.
2. PERMITTEES MUST PLACE PESTICIDES, FERTILIZERS AND TREATMENT CHEMICALS UNDER COVER (E.G., PLASTIC SHEETING OR TEMPORARY ROOFS) OR PROTECT THEM BY SIMILARLY EFFECTIVE MEANS DESIGNED TO MINIMIZE CONTACT WITH STORMWATER.
3. PERMITTEES MUST STORE HAZARDOUS MATERIALS AND TOXIC WASTE, (INCLUDING OIL, DIESEL FUEL, GASOLINE, HYDRAULIC FLUIDS, PAINT SOLVENTS, PETROLEUM-BASED PRODUCTS, WOOD PRESERVATIVES, ADDITIVES, CURING COMPOUNDS, AND ACIDS) IN SEALED CONTAINERS TO PREVENT SPILLS, LEAKS OR OTHER DISCHARGE. STORAGE AND DISPOSAL OF HAZARDOUS WASTE MATERIALS MUST BE IN COMPLIANCE WITH MINN. R. CH. 7045 INCLUDING SECONDARY CONTAINMENT AS APPLICABLE.
4. PERMITTEES MUST PROPERLY STORE, COLLECT AND DISPOSE SOLID WASTE IN COMPLIANCE WITH MINN. R. CH. 7035.
5. PERMITTEES MUST POSITION PORTABLE TOILETS SO THEY ARE SECURE AND WILL NOT TIP OR BE KNOCKED OVER. PERMITTEES MUST PROPERLY DISPOSE SANITARY WASTE IN ACCORDANCE WITH MINN. R. CH. 7041.
6. PERMITTEES MUST TAKE REASONABLE STEPS TO PREVENT THE DISCHARGE OF SPILLED OR LEAKED CHEMICALS, INCLUDING FUEL, FROM ANY AREA WHERE CHEMICALS OR FUEL WILL BE LOADED OR UNLOADED INCLUDING THE USE OF DRIP PANS OR ABSORBENTS UNLESS INFEASIBLE. PERMITTEES MUST ENSURE ADEQUATE SUPPLIES ARE AVAILABLE AT ALL TIMES TO CLEAN UP DISCHARGED MATERIALS AND THAT AN APPROPRIATE DISPOSAL METHOD IS AVAILABLE FOR RECOVERED SPILLED MATERIALS. PERMITTEES MUST REPORT AND CLEAN UP SPILLS IMMEDIATELY AS REQUIRED BY MINN. STAT. 115.061, USING DRY CLEAN UP MEASURES WHERE POSSIBLE.
7. PERMITTEES MUST LIMIT VEHICLE EXTERIOR WASHING AND EQUIPMENT TO A DEFINED AREA OF THE SITE. PERMITTEES MUST CONTAIN RUNOFF FROM THE WASHING AREA IN A SEDIMENT BASIN OR OTHER SIMILARLY EFFECTIVE CONTROLS AND MUST DISPOSE WASTE FROM THE WASHING ACTIVITY PROPERLY. PERMITTEES MUST PROPERLY USE AND STORE SOAPS, DETERGENTS, OR SOLVENTS.
8. PERMITTEES MUST PROVIDE EFFECTIVE CONTAINMENT FOR ALL LIQUID AND SOLID WASTES GENERATED BY WASHOUT OPERATIONS (E.G., CONCRETE, STUCCO, PAINT, FORM RELEASE OILS, CURING COMPOUNDS AND OTHER CONSTRUCTION MATERIALS) RELATED TO THE CONSTRUCTION ACTIVITY. PERMITTEES MUST PREVENT LIQUID AND SOLID WASHOUT WASTES FROM CONTACTING THE GROUND AND MUST DESIGN THE CONTAINMENT SO IT DOES NOT RESULT IN RUNOFF FROM THE WASHOUT OPERATIONS OR AREAS. PERMITTEES MUST PROPERLY DISPOSE LIQUID AND SOLID WASTES IN COMPLIANCE WITH MPCA RULES. PERMITTEES MUST INSTALL A SIGN INDICATING THE LOCATION OF THE WASHOUT FACILITY.

PERMIT TERMINATION (SECTION 4 AND SECTION 13):

1. PERMITTEES MUST SUBMIT A NOT WITHIN 30 DAYS AFTER ALL TERMINATION CONDITIONS LISTED IN SECTION 13 ARE COMPLETE.
2. PERMITTEES MUST SUBMIT A NOT WITHIN 30 DAYS AFTER SELLING OR OTHERWISE LEGALLY TRANSFERRING THE ENTIRE SITE, INCLUDING PERMIT RESPONSIBILITY FOR ROADS (E.G., STREET SWEEPING) AND STORMWATER INFRASTRUCTURE FINAL CLEAN OUT, OR TRANSFERRING PORTIONS OF A SITE TO ANOTHER PARTY. THE PERMITTEES' COVERAGE UNDER THIS PERMIT TERMINATES AT MIDNIGHT ON THE SUBMISSION DATE OF THE NOT.
3. PERMITTEES MUST COMPLETE ALL CONSTRUCTION ACTIVITY AND MUST INSTALL PERMANENT COVER OVER ALL AREAS PRIOR TO SUBMITTING THE NOT. VEGETATIVE COVER MUST CONSIST OF A UNIFORM PERENNIAL VEGETATION WITH A DENSITY OF 70 PERCENT OF ITS EXPECTED FINAL GROWTH. VEGETATION IS NOT REQUIRED WHERE THE FUNCTION OF A SPECIFIC AREA DICTATES NO VEGETATION, SUCH AS IMPERVIOUS SURFACES OR THE BASE OF A SAND FILTER.
4. PERMITTEES MUST CLEAN THE PERMANENT STORMWATER TREATMENT SYSTEM OF ANY ACCUMULATED SEDIMENT AND MUST ENSURE THE SYSTEM MEETS ALL APPLICABLE REQUIREMENTS IN SECTION 15 THROUGH 19 AND IS OPERATING AS DESIGNED.
5. PERMITTEES MUST REMOVE ALL SEDIMENT FROM CONVEYANCE SYSTEMS PRIOR TO SUBMITTING THE NOT.
6. PERMITTEES MUST REMOVE ALL TEMPORARY SYNTHETIC EROSION PREVENTION AND SEDIMENT CONTROL BMPS PRIOR TO SUBMITTING THE NOT. PERMITTEES MAY LEAVE BMPS DESIGNED TO DECOMPOSE ON-SITE IN PLACE.
7. FOR RESIDENTIAL CONSTRUCTION ONLY, PERMIT COVERAGE TERMINATES ON INDIVIDUAL LOTS IF THE STRUCTURES ARE FINISHED AND TEMPORARY EROSION PREVENTION AND DOWNGRADIENT PERIMETER CONTROL IS COMPLETE, THE RESIDENCE SELLS TO THE HOMEOWNER, AND THE PERMITTEE DISTRIBUTES THE MPCA'S "HOMEOWNER FACT SHEET" TO THE HOMEOWNER.
8. FOR CONSTRUCTION PROJECTS ON AGRICULTURAL LAND (E.G., PIPELINES ACROSS CROPLAND), PERMITTEES MUST RETURN THE DISTURBED LAND TO ITS PRECONSTRUCTION AGRICULTURAL USE PRIOR TO SUBMITTING THE NOT.

SEED NOTES:

ALL SEED MIXES AND APPLICATION SHALL BE IN ACCORDANCE WITH THE MNDOT SEEDING MANUAL.

GENERAL RECOMMENDATIONS:
THE CONTRACTOR IS RESPONSIBLE TO SALVAGE AND PRESERVE EXISTING TOPSOIL NECESSARY FOR FINAL STABILIZATION AND TO ALSO MINIMIZE COMPACTION IN ALL LANDSCAPE AREAS. IMMEDIATELY BEFORE SEEDING THE SOIL SHALL BE TILLED TO A MINIMUM DEPTH OF 3 INCHES.

TEMPORARY EROSION CONTROL SEEDING, MULCHING & BLANKET.

SEED
- TEMPORARY SEED SHALL BE MNDOT SEED MIX 21-112 (WINTER WHEAT COVER CROP) FOR WINTER AND 21-111 (OATS COVER CROP) FOR SPRING/SUMMER APPLICATIONS. BOTH SEED MIXES SHALL BE APPLIED AT A SEEDING RATE OF 100 LBS/ACRE.

MULCH
- IMMEDIATELY AFTER SEEDING, WITHIN 24 HOURS, MNDOT TYPE 1 MULCH SHOULD BE APPLIED TO PROTECT AND ENHANCE SEED GERMINATION. MULCH SHALL BE APPLIED AT 90% COVERAGE (2 TONS PER ACRE OF STRAW MULCH)

SLOPES
- 3:1 (HORIZ/VERT.) OR FLATTER MUCH SHALL BE COVERED WITH MULCH
- SLOPES STEEPER THAN 3:1 OR DITCH BOTTOMS SHALL BE COVERED WITH EROSION CONTROL BLANKET.
- SEE PLAN FOR MORE DETAILED DITCH AND STEEP SLOPE EROSION CONTROL TREATMENTS.

TRAINING SECTION 21

DESIGN ENGINEER: DAVID J. KNAEBLE P.E.
TRAINING COURSE: DESIGN OF SWPPP
TRAINING ENTITY: UNIVERSITY OF MINNESOTA
INSTRUCTOR: JOHN CHAPMAN
DATES OF TRAINING COURSE: 8/22/2012- 8/23/2012
TOTAL TRAINING HOURS: 12
DATE OF RECERTIFICATION: 4/22/22
EXPIRATION: 5/31/2025

OWNER INFORMATION

CRAFT & CREW HOSPITALITY
819 MAINSTREET
HOPKINS, MN 55343
CONTACT NAME
PHONE NUMBER
EMAIL

AREAS AND QUANTITIES:

NOTE: QUANTITIES ARE FOR INFORMATIONAL PURPOSES ONLY. CONTRACTOR SHALL DETERMINE FOR THEMSELVES THE EXACT QUANTITIES FOR BIDDING AND CONSTRUCTION.

SWPPP CONTACT PERSON

CONTRACTOR:

SWPPP INSPECTOR TRAINING:
ALL SWPPP INSPECTIONS MUST BE PERFORMED BY A PERSON THAT MEETS THE TRAINING REQUIREMENTS OF THE NPDES CONSTRUCTION SITE PERMIT. TRAINING CREDENTIALS SHALL BE PROVIDED BY THE CONTRACTOR AND KEPT ON SITE WITH THE SWPPP

PARTY RESPONSIBLE FOR LONG TERM OPERATION AND MAINTENANCE OF PERMANENT STORM WATER MANAGEMENT SYSTEM

PERMANENT STORMWATER MANAGEMENT IS NOT REQUIRED AS PART OF THIS PROJECT TO MEET NPDES PERMIT REQUIREMENTS. THE PROPERTY OWNER IS RESPONSIBLE FOR THE LONG TERM OPERATION AND MAINTENANCE OF THE PROPOSED STORMWATER SYSTEM.

SWPPP ATTACHMENTS (ONLY APPLICABLE IF SITE IS 1 ACRE OR GREATER):

CONTRACTOR SHALL OBTAIN A COPY OF THE FOLLOWING SWPPP ATTACHMENTS WHICH ARE A PART OF THE OVERALL SWPPP PACKAGE:
ATTACHMENT A. CONSTRUCTION SWPPP TEMPLATE - SITE SPECIFIC SWPPP DOCUMENT
ATTACHMENT B. CONSTRUCTION STORMWATER INSPECTION CHECKLIST
ATTACHMENT C. MAINTENANCE PLAN FOR PERMANENT STORM WATER TREATMENT SYSTEMS
ATTACHMENT D: STORMWATER MANAGEMENT REPORT - ON FILE AT THE OFFICE OF PROJECT ENGINEER. AVAILABLE UPON REQUEST.
ATTACHMENT E: GEOTECHNICAL EVALUATION REPORT - ON FILE AT THE OFFICE OF PROJECT ENGINEER. AVAILABLE UPON REQUEST.

SUPPLEMENTARY SITE SPECIFIC EROSION CONTROL NOTES:

THESE NOTES SUPERCEDE ANY GENERAL SWPPP NOTES.

THIS PROJECT IS LESS THAN 1.0 ACRES SO AN NPDES PERMIT IS NOT REQUIRED AND NEEDS TO BE SUBMITTED TO THE MPCA. THE CONTRACTOR IS REQUIRED TO FOLLOW THE GUIDELINES IN THE NPDES PERMIT THROUGHOUT CONSTRUCTION.

PROJECT NARRATIVE:

PROJECT IS A RENOVATION OF AN EXISTING RESTAURANT INTO A NEW RESTAURANT WITH PARKING IMPROVEMENTS AND NEW SITE FEATURES . SITE, GRADING, UTILITY AND LANDSCAPE IMPROVEMENTS WILL OCCUR.

NATIVE BUFFER NARRATIVE:

PRESERVING A 50 FOOT NATURAL BUFFER AROUND WATER BODIES IS NOT REQUIRED OF THIS PROJECT BECAUSE WATER BODIES ARE NOT LOCATED ON SITE.

INFILTRATION NARRATIVE:

INFILTRATION IS NOT PROVIDED AS PART OF THIS PROJECT BECAUSE PERMANENT STORM WATER MANAGEMENT IS NOT REQUIRED.

SOIL CONTAMINATION NARRATIVE:

SOILS ONSITE HAVE NOT BEEN IDENTIFIED AS CONTAMINATED.

SPECIAL TMDL BMP REQUIREMENTS SITE SPECIFIC (IF REQUIRED):

THIS PROJECT IS NOT LOCATED WITHIN ONE MILE OR DISCHARGING TO AN IDENTIFIED IMPAIRED WATER BODY PER THE MPCA'S 303(D) IMPAIRED WATERS LIST. BMPS AS DEFINED IN THE NPDES PERMIT ITEMS 23.9 AND 23.10 APPLY. THESE ARE AS FOLLOWS:

1. DURING CONSTRUCTION:
   A. STABILIZATION OF ALL EXPOSED SOIL AREAS MUST BE INITIATED IMMEDIATELY TO LIMIT SOIL EROSION BUT IN NO CASE COMPLETED LATER THAN FOURTEEN (14) DAYS AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE HAS TEMPORARILY OR PERMANENTLY CEASED.
   B. TEMPORARY SEDIMENT BASIN REQUIREMENTS DESCRIBED IN SECTION 14. MUST BE USED FOR COMMON DRAINAGE LOCATIONS THAT SERVE AN AREA WITH FIVE (5) OR MORE ACRES DISTURBED AT ONE TIME.

PERMANENT STABILIZATION NOTES SITE SPECIFIC:

PERMANENT SEED MIX
- FOR THIS PROJECT ALL AREAS THAT ARE NOT TO BE SODDED OR LANDSCAPED SHALL RECEIVE A NATIVE PERMANENT SEED MIX.
  - AREAS IN BUFFERS AND ADJACENT TO OR IN WET AREAS MNDOT SEED MIX 33-261 (STORMWATER SOUTH AND WEST) AT 35 LBS PER ACRE.
  - DRY AREAS MNDOT SEED MIX 35-221 (DRY PRAIRIE GENERAL) AT 40 LBS PER ACRE.
- MAINTENANCE SHALL BE IN ACCORDANCE TO THE MNDOT SEEDING MANUAL.

CivilSite GROUP
Civil Engineering ° Surveying ° Landscape Architecture
5000 Glenwood Avenue
Golden Valley, MN 55422
civilsitegroup.com 612-615-0060

PRELIMINARY: NOT FOR CONSTRUCTION

PROJECT
THE BLOCK
21400 JOHN MILLESS DRIVE, ROGERS, MN 55374

OWNER
CRAFT & CREW HOSPITALITY
819 MAINSTREET, HOPKINS, MN 55343

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

Matthew R. Pavek
DATE 09/20/24 LICENSE NO. 44263

ISSUE/SUBMITTAL SUMMARY

DATE	DESCRIPTION
09/20/24	BIT SET/PERMIT SET & CITY SUBMITTAL

PROJECT MANAGER	WILL BRUESTLE
CONTACT NUMBER	612-615-0060 X 711
DRAWN BY	WB, RB
REVIEWED BY	
PROJECT NUMBER	24412

REVISION SUMMARY

DATE	DESCRIPTION

SWPPP - NARRATIVE

SW1.3

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City of ROGERS | SOCIAL MEDIA POLICY

Purpose

The purpose of this policy is to ensure the proper use of the City of Rogers social media presence by its employees and establish procedures in an efficient, effective, ethical, and lawful manner. The goals of implementing the use of social networking policies are the following:

- To provide its citizens with accurate, timely information concerning Rogers government operations and City events to the largest possible audience.
- To maintain open, professional, and responsive communication with members of the public and the news media.
- Expand communication tools to broaden and engage new audiences.

Policy

The City of Rogers will determine, at its discretion, how the city social media resources will be designed, implemented, and managed as part of its overall communication strategy. City social media resources administered by staff may be modified or removed by the City at any time and without notice as further described in this policy.

Scope

This policy applies to any pre-existing or proposed social media platforms sponsored, established, or registered by the City of Rogers.

Rogers official website, www.rogersmn.gov, shall remain the City's primary online medium for communicating information to the public.

Process

Creation of new Social Media Account

If a department would like to publish content relating to City business to a new social media account, the department supervisor must follow the below process:

A formal request must be made, indicating the following information:

- The subject and proposed social media platform.
- A paragraph explaining the purpose.
- Proposed frequency updates
- The target audience
- The names of the content editor(s). Content editors are assigned staff with the ability to monitor, edit, and respond to the requested social media site.

Formal action on the request will be determined by the Communications Coordinator and the City Administrator. Once request is approved, the Communications Coordinator will assist in the creation of the necessary user accounts and setting up the initial social networking content.

Once the social media site has been created, staff must follow the below items:

City departments will maintain a list of all City of Rogers social media sites that pertains to their department including login and password information.

1. Employees with access to the city's social media sites may not update or access any personal social media related content while using a city computer. Staff may access business content on social media sites that is relevant to their individual job responsibilities.
2. The Communications Coordinator will monitor the City's official social media pages. Department content editors who have individual pages are required to regularly monitor and respond to inquiries and comments posted on the social media platforms as appropriate.
    a. Staff should generally only comment on questions of City business, and most often by providing a suggestion to contact the appropriate City department.
3. Content ideas with copy and image(s) may be submitted to the Communications Coordinator for review before posting. Please include a brief description of the idea, relevant context, draft copy, and any accompanying images or assets if necessary.
4. When appropriate, content posted to the city social media sites should contain links directing users back to the City of Rogers official website for more details, forms, and other documents.
5. Content editors with permissions to post natively to the City of Rogers social media sites are responsible to ensure posted content does not become stale or out of date and are in alignment with the City of Rogers brand standard.

Adding / Modifying Content Editors

Departments wishing to add or remove content editors must make a formal request indicating the following information:

- Social media platform
- The name(s) of the content editor to be added or removed.
- The reason for the modification of content editors

Formal action on the request will be determined by the Communications Coordinator and the City Administrator. Once request is approved, the Director of Information Systems will assist in the creation or changes of necessary user accounts.

Data Retention

All social media communications composed, sent, or received on City equipment are the property of the City and will be subject to the Minnesota Data Practices Act. Minnesota state law and relevant City of Rogers records retention schedules apply to social content as reflected in the City's record retention policy.

All information posted by a representative of the City of Rogers social media pages will be available and accessible on the City's website. Routine social media posts and comments are considered "transitory

correspondence," as defined by the Minnesota General Records Retention Schedule. These types of messages will not be retained. However, any message that is a complaint, grievance, or of a similar nature should be documented and retained pursuant to the retention schedule. The designated social media content editor is responsible for responding completely and accurately to any public records on social media. Content related to city business shall be maintained in an accessible format.

Standards

When using social media sites as a representative of the City, designated content editors will act in a professional manner by:

- The City of Rogers social media content shall be organized in a manner that avoids duplication, ambiguities and or conflicting information across the city's various communication mediums.
- All social media platforms are to be consistently branded in order to communicate a clear association with the City. Branding will include the city logo and similar colors and images from the Rogers website. All social media sites will be linked to the city's official website.
- City social media messages may not be used to express individual views on personal, political and/or policy issues. Content will not disclose sensitive and or confidential information without the prior express written approval by the City Administrator.
- When engaging with the public or sharing information about the city on social media, staff should avoid speaking on behalf of the city from their personal social media accounts without proper authorization. Please clearly indicate that the views expressed are your own and do not represent the viewpoints of the city. This will help avoid any confusion about official city positions.
- If a city official is actively posting on social media, a professional Facebook page separate from their personal Facebook page is strongly encouraged. Personal pages can become government speech depending on the content of the page.
- The City will establish and maintain an official Facebook page for the mayor. The mayor will have exclusive access to and manage the page during their term in office should they choose to actively post on social media as the mayor. Upon the mayor's departure or completion of their term, the City will retain ownership and control of the page, and the new mayor will gain access to the page. This ensures that the City's official social media presence remains consistent and authoritative.
- City staff will adhere to preexisting City of Rogers personnel and website policies.
- City staff will not provide private or confidential information.
- Each designated content editor must have a unique Facebook account (not a shared account) for accessing any of the City's Facebook pages with passwords kept confidential. Multi-Factor Authentication (MFA) is strongly recommended for added security. This ensures the safekeeping and integrity of our social media accounts.
- Obtaining consent, as appropriate, before posting photos of employees.
- Designated content editors are expected to moderate public comments when the option is available. When moderation is not available, designated staff will still be responsible to monitor comments.
- Designated content editors will not edit any posted comments but will remove any comments as described in the site disclaimer listed in the next section and follow the data retention process.
- Designated content editors will respond to hot topics and emerging issues quickly.

- Designated content editors need to follow social media's terms of service.

Disclaimer

The following disclaimer will be posted where appropriate on each City social media site or provide a link to the City website with the below disclaimer:

External comments and posts to Rogers social media sites do not reflect the opinions and policies of Rogers, its officials, or employees. Rogers is not responsible for the content of any external comment or post and expressly disclaims any liability for external comments and posts.

Rogers welcomes citizens participation on its' social media sites. All comments and posts must relate to the original topic being discussed or to Rogers government operations and community events. All comments and posts must follow general rules of respectful discourse. Commenters are solely responsible for the content of their comments and posts, which are in the public domain and may be archived and disclosed by Rogers. Rogers will post to and monitor discourse on its social media sites during regular business hours. Rogers reserves the right to remove egregious comments and posts that:

- *Do not relate to the original topic being discussed or to Rogers government operations or community events.*
- *Use profane language or attempts to convey profane language through the use of characters.*
- *Make personal attacks on an individual's character or appearance or engage in name-calling.*
- *Promote, foster, or perpetuate discrimination on the basis for race, creed, color, age, religion, gender, marital status, status with regard to public assistance, disability, sexual identification or orientation, or national origin.*
- *Contain sexual content, or links to sexual content.*
- *Contain commercial solicitations or links to commercial solicitations.*
- *Conduct or encourage illegal activity.*
- *Contain content that could compromise the safety or security of the public, Rogers officials or employees, or public systems.*
- *Comments or hyperlinks unrelated to the topic of the forum*

The City of Rogers has the right to reproduce any pictures or videos posted to this site in any of its publications or websites or any other media outlets.

The City of Rogers failure to remove any such comment or post shall not be construed as approval or endorsement of the content by Rogers, its officials, or employees.

Any information you provide to the city is subject to the Minnesota Government Data Practices Act. This law classifies certain information as available to the public on request.

Acknowledgements:

Employee Name (PRINT):

_____

I have read the City of Rogers Social Media policy. I understand the contents and agree to comply with the said policy.

_____

Signature of Employee

_____

Date

STAFF REPORT **Meeting Date**: October 22, 2024

ROGERS CITY COUNCIL **Agenda Item**: 5.7

Subject: Approve Items Related to Taylor Inlet, a Rural Residential Subdivision.

- Approve Resolution 2024-99, Approving Preliminary Plat for Taylor Inlet (a 9 lot rural residential development)
- Approve Resolution 2024-106, Approving Lot Split for Property at 23200 109th Ave N.

Prepared By: Alec Henderson, City Planner

Overview / Background / Analysis

Taylor Development Company, LLC (Developer), has requested approval of a Preliminary Plat for the subdivision titled TAYLOR INLET for the property located at 23580 109th Ave N and an approximate 8-acre portion of 23200 109th Ave N (PIDs: 3412023340002 and 3412023340004). The rural residential plat proposes nine (9) single family lots. The plans include the extension of a cu- de-sac (Taylor Lane), grading, and stormwater facilities. The area is not served by sewer or water and is proposed to use private wells and septic systems as a rural residential subdivision. The application also includes a lot split request to split off the approximate eight (8) acres from the original 20 acres owned by the Patnode family to the east. Lot Splits are reviewed and approved by the City Council. Approval of the lot split is necessary for the final plat.

Preliminary plats are required when land is proposed to be divided into more than 5 lots and generally when public improvements are proposed (roads, utilities, etc.). Preliminary plats grant general approvals of a development plan, proposed road and utility locations, lot counts and sizes, etc and is a key step in the entitlement process for subdivisions. Final Plats are the final step in the entitlement process and give the final construction approval and authorize recording of the plat with the county and provide approval of any agreements necessary for the development. Preliminary plats require a public hearing and review by both the Planning Commission and City Council. Final plats are reviewed and approved only by the City Council and provided the final plat is substantially similar to the preliminary plat, there is an obligation for approval.

A complete application was received on 8/29/2024. Preliminary plat 120-day timeline will expire on 12/27/2024. Planning Commission recommended approval unanimously for the preliminary plat. Staff recommends approval of the proposed lot split of the neighboring property. The proposed parcel A considered in the lot split is land included in the Taylor Inlet Preliminary Plat.

Primary Issues to Consider

- Land Use & Zoning
- Lot Standards
- Site Information

Analysis of Primary Issues

Land Use & Zoning

The 2040 Comprehensive Plan (2040 Plan) guides the property as **Rural Residential** and zoned as **Rural Residential (R1)**. *R1* subdivisions require a minimum of 1 acre per lot with enough room for a primary and alternate septic system. No sewer is present, nor is the area guided for future sewer in the 2040 Plan. The developer does provide the minimum lot sizes for the district and has provided locations for septic for each lot. Plating is consistent with Land Use and Zoning.
Land Use and Zoning requirements are satisfied.

Lot Standards

The proposed lots range from 1.3 to 6 acres. The lots all have primary and secondary septic locations. The lots are well under the impervious surface maximum of 75%. The plan does provide possible building pads which meet the minimum yard setbacks: 10 ft side setbacks, 30 ft front setbacks, and 20 feet rear setbacks. Performance standards for the R1 district are met. The proposed lot sizes are consistent with City Code.
Lot standards are satisfied.

Site Information

The project proposes to construct Taylor Lane (a cul-de-sac) to provide access to all nine lots. The street will have access to 109th Ave N, or CSAH 117. Since 117 is a County facility, access will need review and approval from Hennepin County and include improvements as required by the County Transportation and Plat department. Both Fire and Engineering have reviewed the access plan and are comfortable with the cul-de-sac length. The proposed plat includes the entirety of 23580 109th Ave N and approximately 8 acres of 23200 109th Ave N (proposed lot split included in this item).

Grading

The proposed grading plan has been designed to preserve onsite wetlands. Additionally, the grading plan preserves existing trees to the extent possible except for the trees needing removal for the building pads, driveways, and stormwater facilities.

Stormwater Management

The development is located within the watershed of Elm Creek and is required to implement a stormwater management plan that meets the requirements of the Elm Creek Watershed Management Commission along with the City of Roger's design standards. The proposed development is required to meet stormwater management requirements for volume control, water quality, and rate control of discharge. To meet treatment requirements, the proposed stormwater management plan includes a new

pond and outlets into existing wetlands and wetland buffers.

Tree Preservation and Landscaping
The majority of trees on site are being preserved, except in the area where existing buildings will be demoed, and the new home sites are to be prepped. Some existing stands of trees are proposed to be removed for the removal of the existing driveway or to make room for infiltration and septic systems. Stands of trees are to be preserved along the perimeter of the site and where removal is not necessary for grading activities. A landscape plan has not been submitted and should be submitted with the final plat application.

Staff Recommendation
Planning Commission unanimously recommended approval of the Preliminary Plat for Taylor Inlet.

Motion to approve Resolution 2024-99, approving the Preliminary Plat of Taylor Inlet.

Motion to Approve Resolution 2024-106, approving Lot Split for Property at 23200 109th Ave N.

Financial Impact: NA **Source Fund**: NA

Budgeted? N/A

Supporting Documentation
A. Resolution No. 2024-99_Preliminary_TAYLOR INLET
B. Resolution No. 2024-106_Authorizing Lot Split Thomas and Betty Patnode
C. TAYLOR INLET Preliminary Plat Plans
D. Patnode Lot Split Figure (East Property)
E. 23-0189 TAYLOR INLET PRELIM PLAT 8-27-24_PW Comments

RESOLUTION NO. 2024 - 99

A RESOLUTION GRANTING APPROVAL OF THE PRELIMINARY PLAT FOR TAYLOR INLET

WHEREAS, the Taylor Inlet LLC ("Fee Owner/Applicant") submitted an application requesting approval of a Preliminary Plat for Taylor Inlet ("Plat") for the approximate 20 parcel at 23580 109th Ave N and interest in approximately western 8 acres of the property at 23200 109th Ave N with the PIDs 3412023340002 and 3412023340004 and legally described on Exhibit A (the "Subject Property/Property"); and,

WHEREAS, the Applicant is proposing to plat the property into nine (9) lots to accommodate a rural residential development of the area as shown in Exhibit B; and,

WHEREAS, the Subject Property contains approximately 28.72 acres is guided as Rural Residential in the 2040 Comprehensive Plan and within the Rural Residential (R1) zoning district; and

WHEREAS, the proposed Preliminary Plat are consistent with 2040 Comprehensive Plan and current zoning regulations for the City; and

WHEREAS, pursuant to Minnesota Statute §462.357 the Planning Commission ("Commission") conducted a public hearing to receive public comment on the proposed Plat on October 7th, 2024; and

WHEREAS, notice of the Hearing was posted, published in the City's official newspaper, and mailed to nearby properties, as required by State Statute; and,

WHEREAS, written and verbal comment were received and considered by the Commission; and,

WHEREAS, following the Hearing, the Commission recommended approval of the Taylor Inlet preliminary plat.

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF ROGERS, MINNESOTA, that the Preliminary Plat Taylor Inlet is hereby approved subject to the following conditions:

1. The Developer shall comply with the plat opinion and complete revisions to the Plat as may be required by the City Attorney prior to the recording of the future final plat.
2. Subject to the review and comments by Hennepin County.
3. The Developer shall adequately address comments from the City Engineer and make plans changes as deemed necessary by the City Engineer and Public Works department.
4. The Developer shall satisfy comments from the Fire Chief and/or Fire Marshal.
5. The Stormwater and Grading Plans shall be subject to review and approval by the Elm Creek Watershed Commission and City Engineer.

6. The Developer and City of Rogers shall execute a Subdivision Agreement for the development, identifying the terms and conditions of the development and fees, escrows, and financial security obligations required of the Developer at time of Final Plat.
7. A stormwater maintenance agreement may be required by the Public Works Department and/or Elm Creek Watershed Commission to determine the disposition and maintenance of the stormwater ponds.

Moved by Councilmember , seconded by Councilmember

The following voted in favor of said resolution:

The following voted against the same:

The following abstained:

Whereupon said resolution was declared duly passed and adopted, and was signed by the Mayor, and attested by the Clerk dated this 22nd day of October, 2024.

_____
Rick Ihli, Mayor

ATTEST:

_____
Stacie Brown, City Clerk

EXHIBIT A

LEGAL DESCRIPTION

Existing Legal Description

PROPERTY DESCRIPTION:

That part of the East Half of the Southeast Quarter of the Southwest Quarter of Section 34, Township 120, Range 23, Hennepin County, Minnesota, described as follows:

Beginning at the Southwest corner of said East Half of the Southeast Quarter of the Southwest Quarter; thence on an assumed bearing of South 89 degrees 55 minutes 53 seconds East, along the South line of said East Half of the Southeast Quarter of the Southwest Quarter, a distance of 347.84 feet; thence North 00 degrees 28 minutes 24 seconds East, a distance of 952.89 feet; thence North 61 degrees 12 minutes 48 seconds West, a distance of 395.86 feet to the West line of said East Half of the Southeast Quarter of the Southwest Quarter; thence South 00 degrees 26 minutes 23 seconds West, along said West line, a distance of 1143.11 feet to the point of beginning.

AND

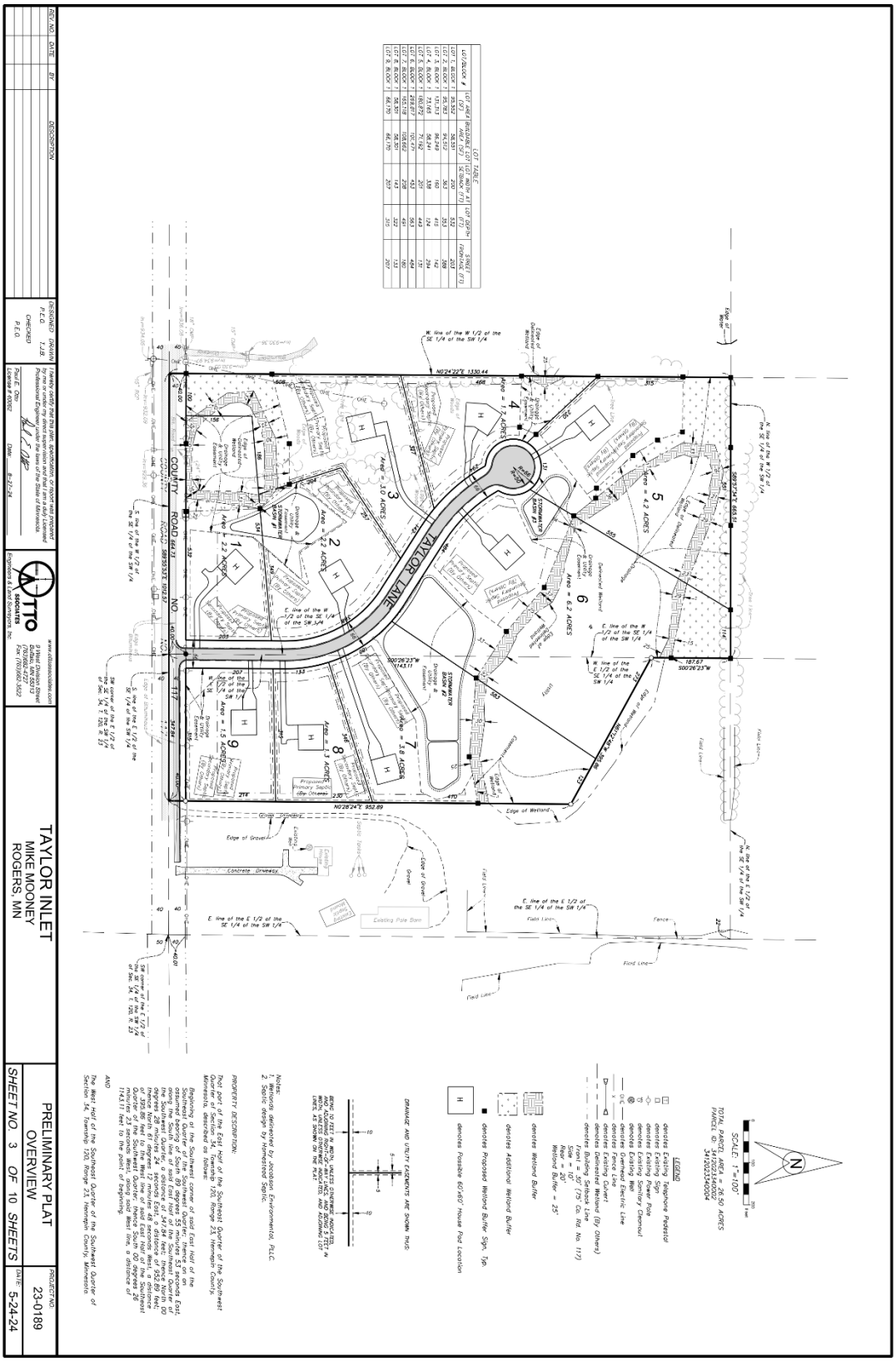
The West Half of the Southeast Quarter of the Southwest Quarter of Section 34, Township 120, Range 23, Hennepin County, Minnesota.

Proposed Legal Description

LOTS 1 THROUGH 9, BLOCK 1, TAYLOR INLET, Hennepin County, Minnesota, according to the plat thereof.

EXHIBIT B

PRELIMINARY PLAT



RESOLUTION NO. 2024-106

A RESOLUTION APPROVING LOT SPLIT FOR PROEPRTY AT 23200 109TH AVENUE NORTH

WHEREAS, Thomas and Betty Patnode are the Owners of real property at 23200 109th Ave N with PID: 34-120-23-34-0004 (Subject Property), approximately 20 acres, as legally described in Exhibit A; and,

WHEREAS, the Owner of the Subject Property intends to perform a lot split for the parcel (Minor Land Division) to create one new parcel as described in Exhibit B and illustrated in Exhibit C for the purpose of including a portion of land into the proposed TAYLOR INLET subdivision; and,

WHEREAS, the Owner is proposing to divide the Subject Properties in a manner that creates two total parcels from the existing one parcels. Parcel A will be approximately 8.38 acres, and Parcel B will be approximately 11.95 acres; and

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

WHEREAS, the Subject Property is zoned Rural Residential (Rs) and the proposed Minor Land Division adequately meets the minimum lot standards of the R1 district per City Code §121-55; and,

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROGERS, MINNESOTA, AS FOLLOWS: the Minor Land Division of the Subject Property, creating one new lot (Parcel A and Parcel B) is hereby approved and the City Planner is authorized to submit to the County an Administrative Subdivision form authorizing the division upon approval of the Taylor Inlet Final Plat. Should the Taylor Inlet final plat not be approved or the Taylor Inlet development preliminarily approved by Resolution 2024-99 change to not include the Subject Property, this approval shall be dissolved.

Moved by Councilmember , seconded by Councilmember

The following voted in favor of said resolution:

The following voted against the same:

The following abstained:

Whereupon said resolution was declared duly passed and adopted, and was signed by the Mayor, and attested by the Clerk dated this 22th day of October, 2024.

_____
Mayor

ATTEST:

_____
City Clerk

EXHIBIT A

LEGAL DESCRIPTION OF EXISTING PARCELS

EXISTING PARCEL 34-120-23-34-0004
East Half of the Southeast Quarter of the Southwest Quarter of Section 34, Township 120, Range 23, Hennepin County, Minnesota.

EXHIBIT B

LEGAL DESCRIPTION OF PROPOSED LOT SPLIT

PROPOSED PROPERTY DESCRIPTIONS

PARCEL A:

That part of the East Half of the Southeast Quarter of the Southwest Quarter of Section 34, Township 120, Range 23, Hennepin County, Minnesota, described as follows:

Beginning at the Southwest corner of said East Half of the Southeast Quarter of the Southwest Quarter; thence on an assumed bearing of South 89 degrees 55 minutes 53 seconds East, along the South line of said East Half of the Southeast Quarter of the Southwest Quarter, a distance of 347.84 feet; thence North 00 degrees 28 minutes 24 seconds East, a distance of 952.89 feet; thence North 61 degrees 12 minutes 48 seconds West, a distance of 395.86 feet to the West line of said East Half of the Southeast Quarter of the Southwest Quarter; thence South 00 degrees 26 minutes 23 seconds West, along said West line, a distance of 1143.11 feet to the point of beginning.

PARCEL B:

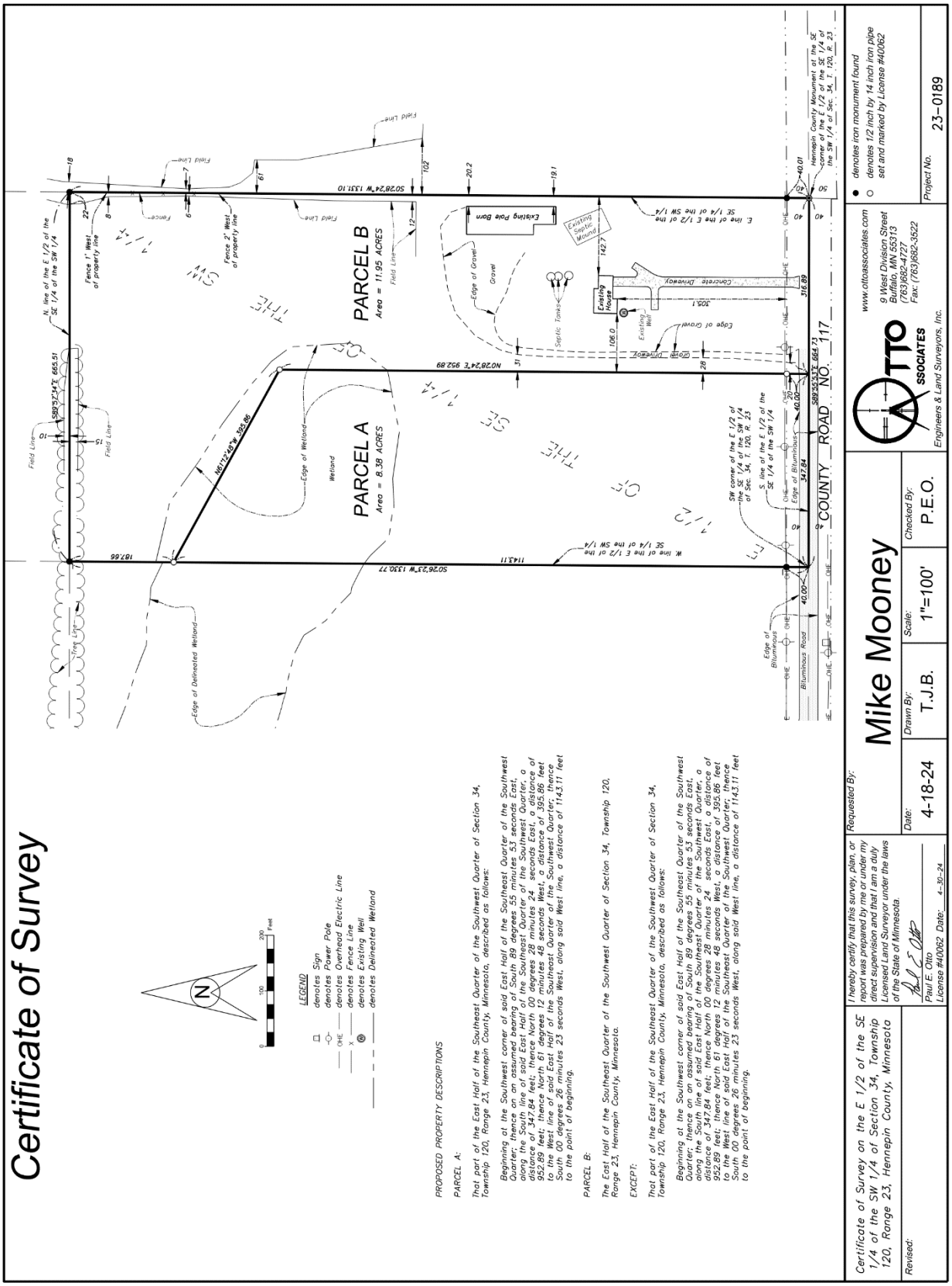
The East Half of the Southeast Quarter of the Southwest Quarter of Section 34, Township 120, Range 23, Hennepin County, Minnesota.

EXCEPT:

That part of the East Half of the Southeast Quarter of the Southwest Quarter of Section 34, Township 120, Range 23, Hennepin County, Minnesota, described as follows:

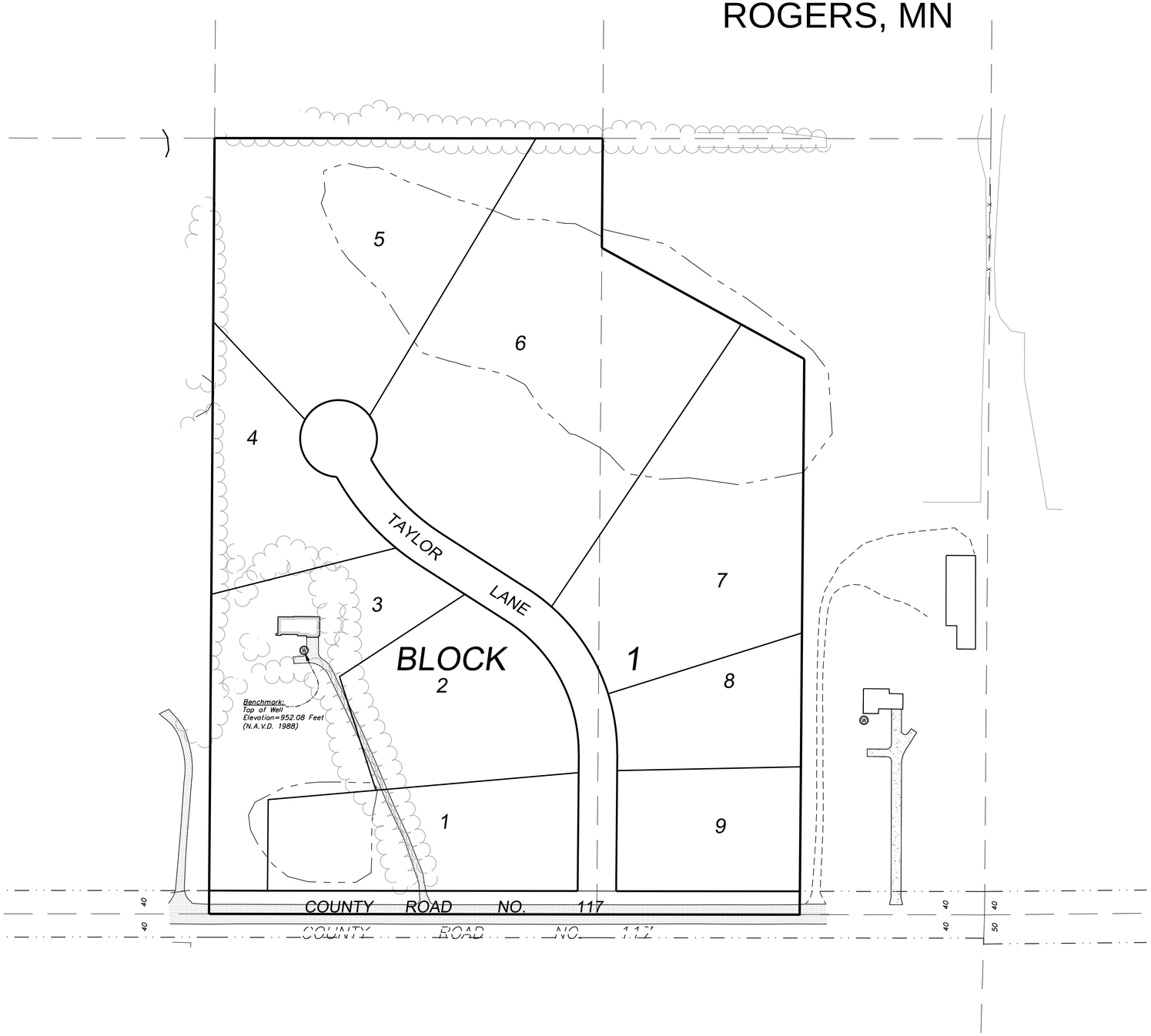
Beginning at the Southwest corner of said East Half of the Southeast Quarter of the Southwest Quarter; thence on an assumed bearing of South 89 degrees 55 minutes 53 seconds East, along the South line of said East Half of the Southeast Quarter of the Southwest Quarter, a distance of 347.84 feet; thence North 00 degrees 28 minutes 24 seconds East, a distance of 952.89 feet; thence North 61 degrees 12 minutes 48 seconds West, a distance of 395.86 feet to the West line of said East Half of the Southeast Quarter of the Southwest Quarter; thence South 00 degrees 26 minutes 23 seconds West, along said West line, a distance of 1143.11 feet to the point of beginning.

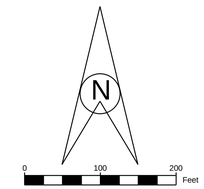
EXHIBIT C
SURVEY ILLUSTRATING LOT SPLIT



TAYLOR INLET

ROGERS, MN



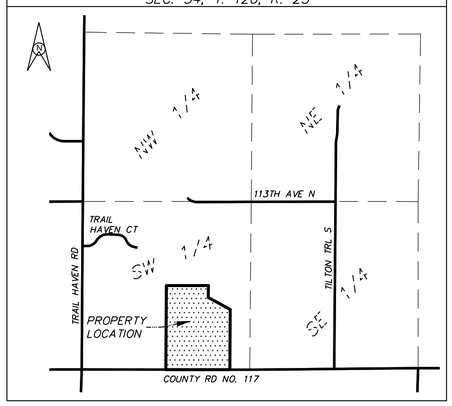


SCALE: 1"=100'

DEVELOPER:
MIKE MOONEY
15565A 26TH AVE N
PLYMOUTH, MN 55447
612-750-2757

Vicinity Map

Not to Scale
SEC. 34, T. 120, R. 23



SHEET INDEX

SHEET NO.	DESCRIPTION
1	COVER SHEET
2	PRELIMINARY REMOVALS PLAN
3	PRELIMINARY PLAT – OVERVIEW
4	PRELIMINARY PLAT (NORTH)
5	PRELIMINARY PLAT (SOUTH)
6	PRELIMINARY STREET & STORM SEWER PLAN – TAYLOR LANE
7	PRELIMINARY PRIMARY GRADING & EROSION CONTROL PLAN
8	PRELIMINARY SECONDARY GRADING & EROSION CONTROL PLAN
9	PRELIMINARY WETLAND BUFFER & TREE PRESERVATION PLAN (NORTH)
10	PRELIMINARY WETLAND BUFFER & TREE PRESERVATION PLAN (SOUTH)

REV. NO.	DATE	BY	DESCRIPTION

DESIGNED P.E.O. DRAWN T.J.B.
CHECKED P.E.O.

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

Paul E. Otto
License # 40062 Date: 8-27-24

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

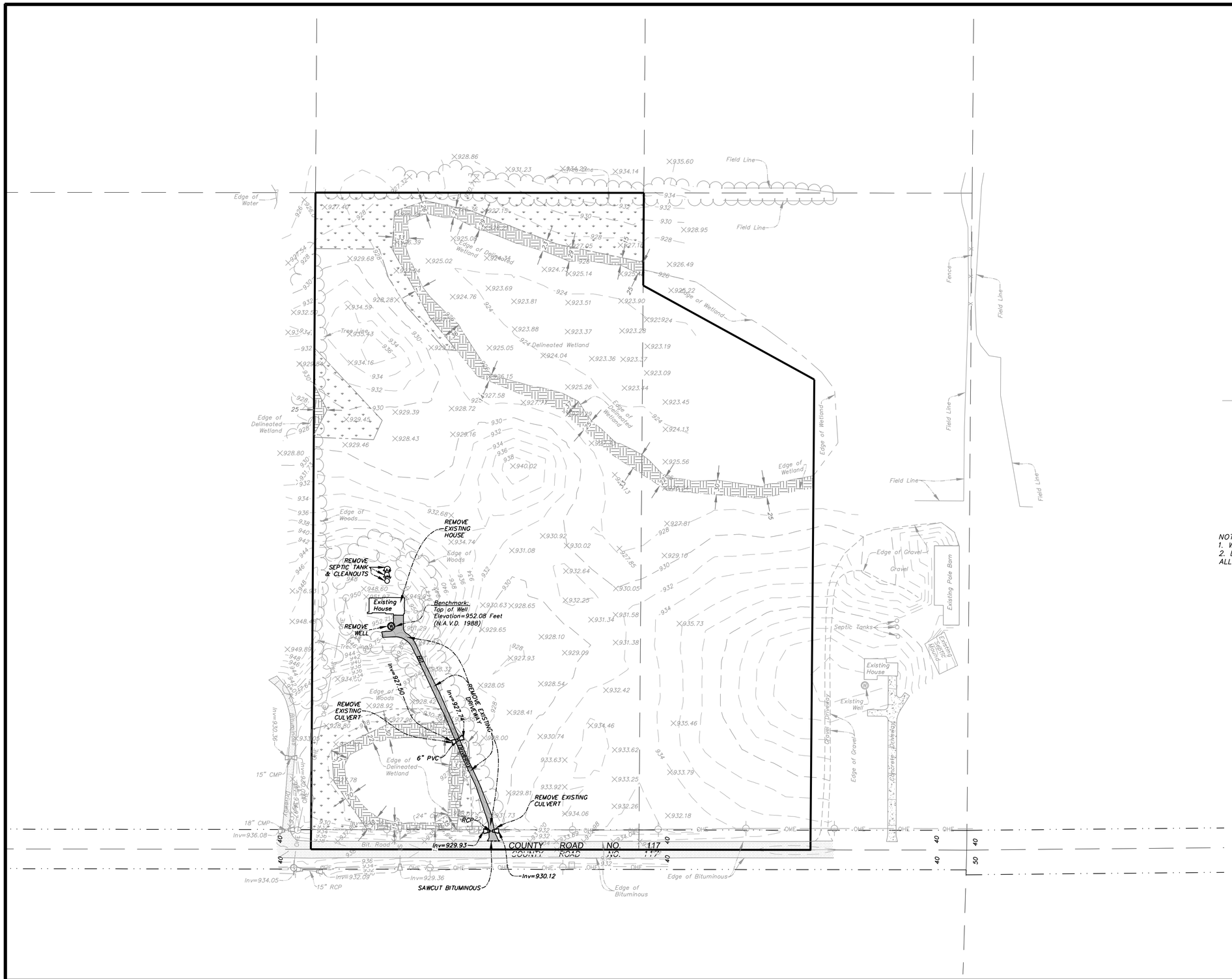
TAYLOR INLET
MIKE MOONEY
ROGERS, MN

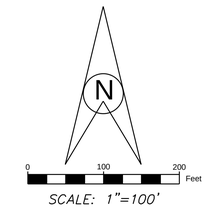
COVER SHEET

SHEET NO. 1 OF 10 SHEETS

PROJECT NO: 23-0189

DATE: 5-24-24





SCALE: 1"=100'

LEGEND

- 932 — denotes Existing Contour
- 932.00 × denotes Existing Spot Elevation
- denotes Existing Telephone Pedestal
- denotes Existing Sign
- denotes Existing Power Pole
- denotes Existing Sanitary Cleanout
- denotes Existing Well
- OHE — denotes Overhead Electric Line
- X — denotes Fence Line
- denotes Existing Culvert
- denotes Delineated Wetland (By Others)
- denotes Wetland Buffer
- denotes Additional Wetland Buffer
- denotes Remove Existing Bituminous

NOTES:
1. WETLANDS DELINEATED BY JACOBSON ENVIRONMENTAL, PLLC.
2. DISPOSAL OF MATERIALS SHALL BE IN ACCORDANCE WITH ALL STATE AND LOCAL REGULATIONS.

REV. NO.	DATE	BY	DESCRIPTION

DESIGNED P.E.O. DRAWN T.J.B.
CHECKED P.E.O.

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

Paul E. Otto
License # 40062 Date: 8-27-24

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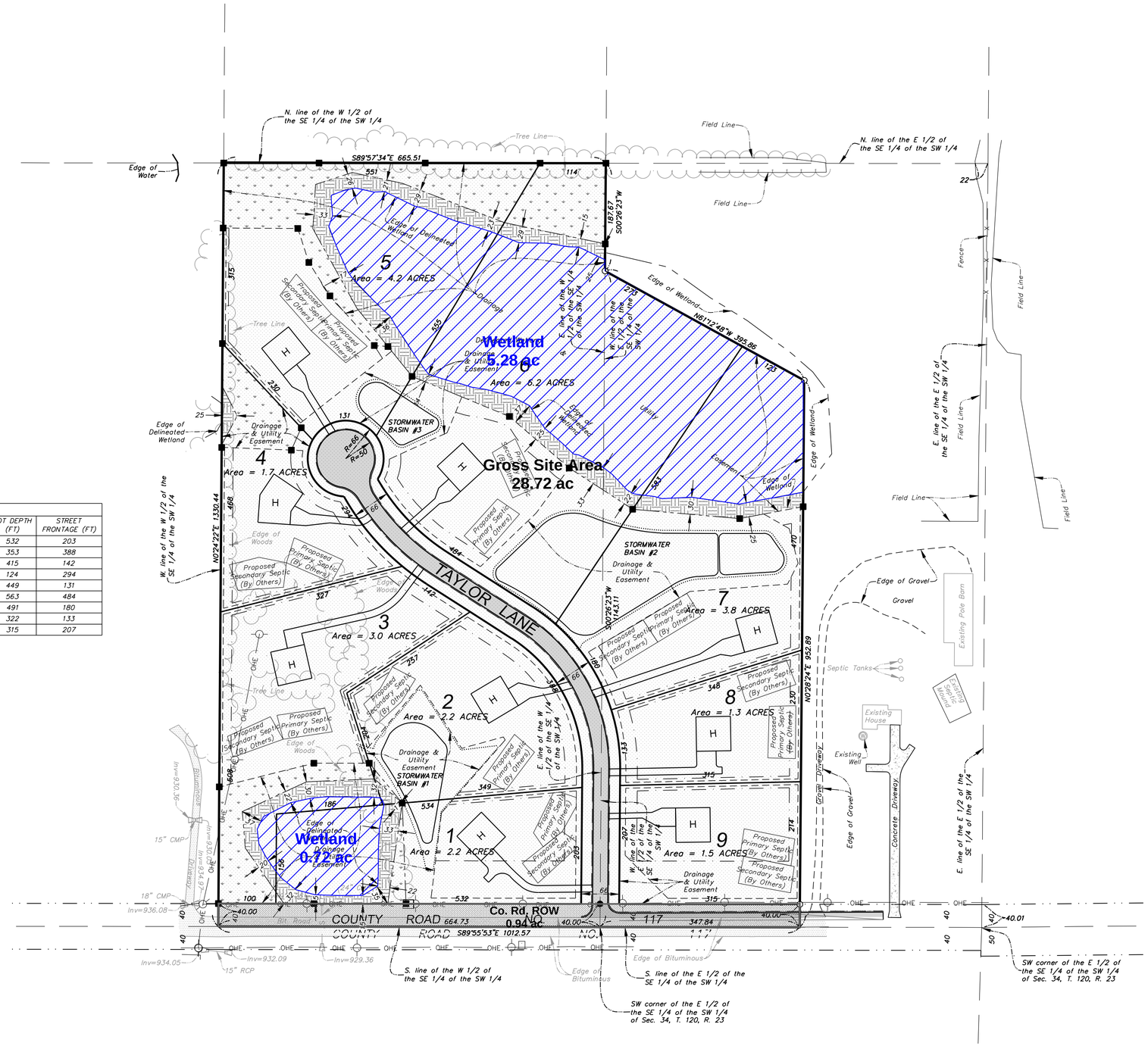
TAYLOR INLET
MIKE MOONEY
ROGERS, MN

PRELIMINARY REMOVALS PLAN

SHEET NO. 2 OF 10 SHEETS

PROJECT NO: 23-0189

DATE: 5-24-24



LOT TABLE					
LOT/BLOCK #	LOT AREA (SF)	BUILDABLE LOT AREA (SF)	LOT WIDTH AT SETBACK (FT)	LOT DEPTH (FT)	STREET FRONTAGE (FT)
LOT 1, BLOCK 1	95,552	58,551	200	532	203
LOT 2, BLOCK 1	95,783	94,512	363	353	388
LOT 3, BLOCK 1	131,313	96,249	160	415	142
LOT 4, BLOCK 1	73,165	58,241	338	124	294
LOT 5, BLOCK 1	180,872	71,192	201	449	131
LOT 6, BLOCK 1	269,817	101,471	453	563	484
LOT 7, BLOCK 1	165,118	108,662	208	491	180
LOT 8, BLOCK 1	58,301	58,301	143	322	133
LOT 9, BLOCK 1	66,170	66,170	207	315	207

N

0 100 200 Feet

SCALE: 1"=100'

TOTAL PARCEL AREA = 26.50 ACRES
PARCEL ID: 3412023340002
3412023340004

LEGEND

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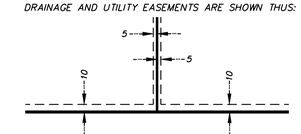
  - Wetland Buffer = 25'
- denotes Wetland Buffer
- denotes Additional Wetland Buffer
- denotes Proposed Wetland Buffer Sign, Typ.
- H denotes Possible 60'x60' House Pad Location

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



BEING 10 FEET IN WIDTH, UNLESS OTHERWISE INDICATED, AND ADJOINING RIGHT-OF-WAY LINES, AND BEING 5 FEET IN WIDTH, UNLESS OTHERWISE INDICATED, AND ADJOINING LOT LINES, AS SHOWN ON THE PLAT.

Notes:
1. Wetlands delineated by Jacobson Environmental, PLLC.
2. Septic design by Homestead Septic.

PROPERTY DESCRIPTION:

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AND

The West Half of the Southeast Quarter of the Southwest Quarter of Section 34, Township 120, Range 23, Hennepin County, Minnesota.

REV. NO.	DATE	BY	DESCRIPTION

DESIGNED P.E.O. DRAWN T.J.B.
CHECKED P.E.O.

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

Paul E. Otto
License # 40062 Date: 8-27-24

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TAYLOR INLET

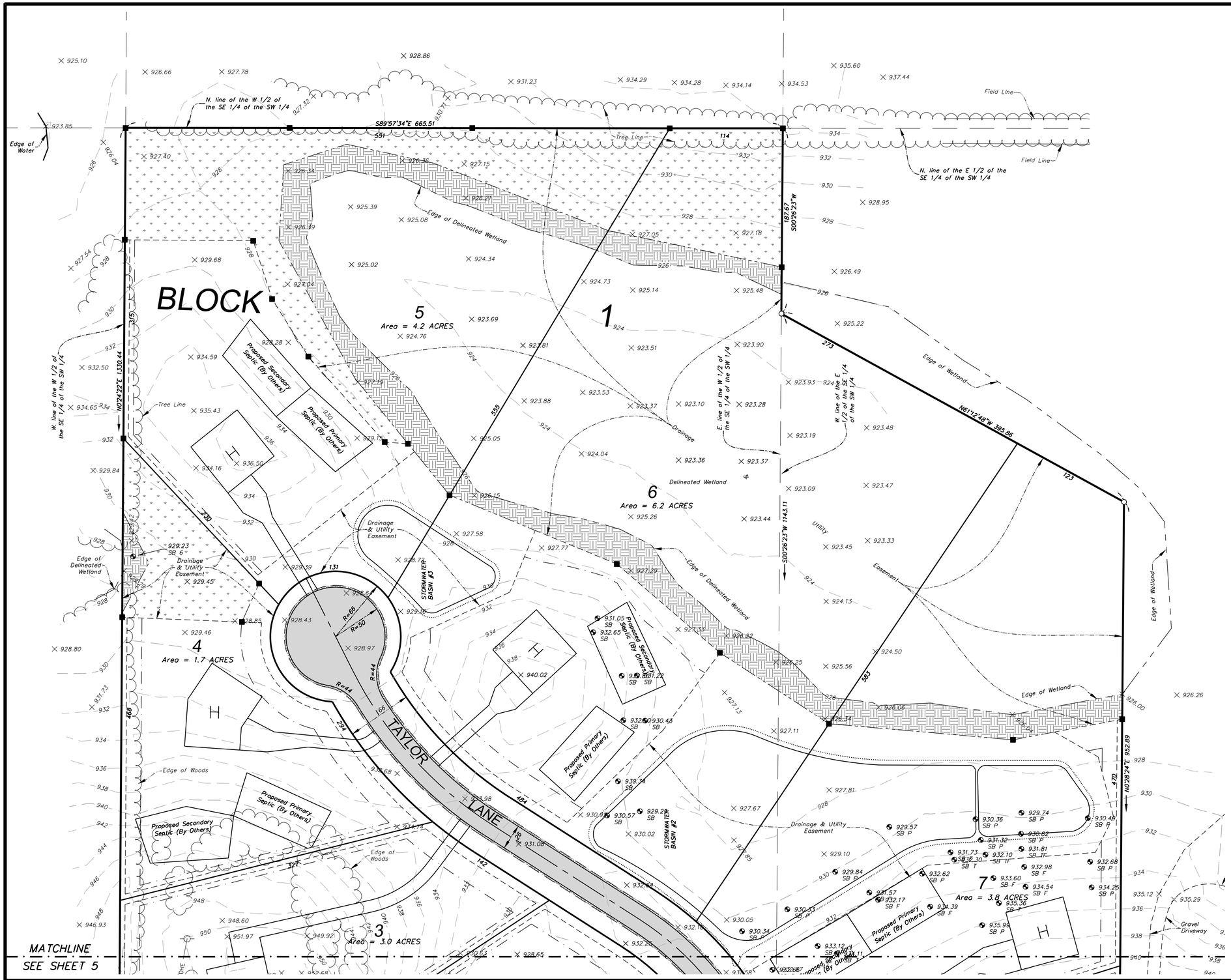
MIKE MOONEY
ROGERS, MN

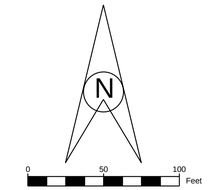
PRELIMINARY PLAT
OVERVIEW

SHEET NO. 3 OF 10 SHEETS

PROJECT NO: 23-0189

DATE: 5-24-24





SCALE: 1"=50'

TOTAL PARCEL AREA = 26.50 ACRES
PARCEL ID: 3412023340002
3412023340004

LEGEND

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- 932.00 × — denotes Existing Spot Elevation
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- denotes Delineated Wetland (By Others)
- denotes Building Setback Line
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  - Rear = 20'
  - Wetland Buffer = 25'
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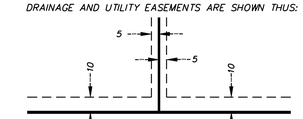
- H — denotes Possible 60'x60' House Pad Location

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



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AND

The West Half of the Southeast Quarter of the Southwest Quarter of Section 34, Township 120, Range 23, Hennepin County, Minnesota.

REV. NO.	DATE	BY	DESCRIPTION
1	6-25-24	T.J.B.	REVISE PROPOSED ROAD NAME
2	8-27-24	T.J.B.	REVISE PER CITY REVIEW

DESIGNED P.E.O. DRAWN T.J.B.
CHECKED P.E.O.

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

Paul E. Otto
License # 40062 Date: 8-27-24

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TAYLOR INLET
MIKE MOONEY
ROGERS, MN

PRELIMINARY PLAT (NORTH)

PROJECT NO: 23-0189

SHEET NO. 4 OF 10 SHEETS

DATE: 5-24-24

PROPERTY DESCRIPTION:

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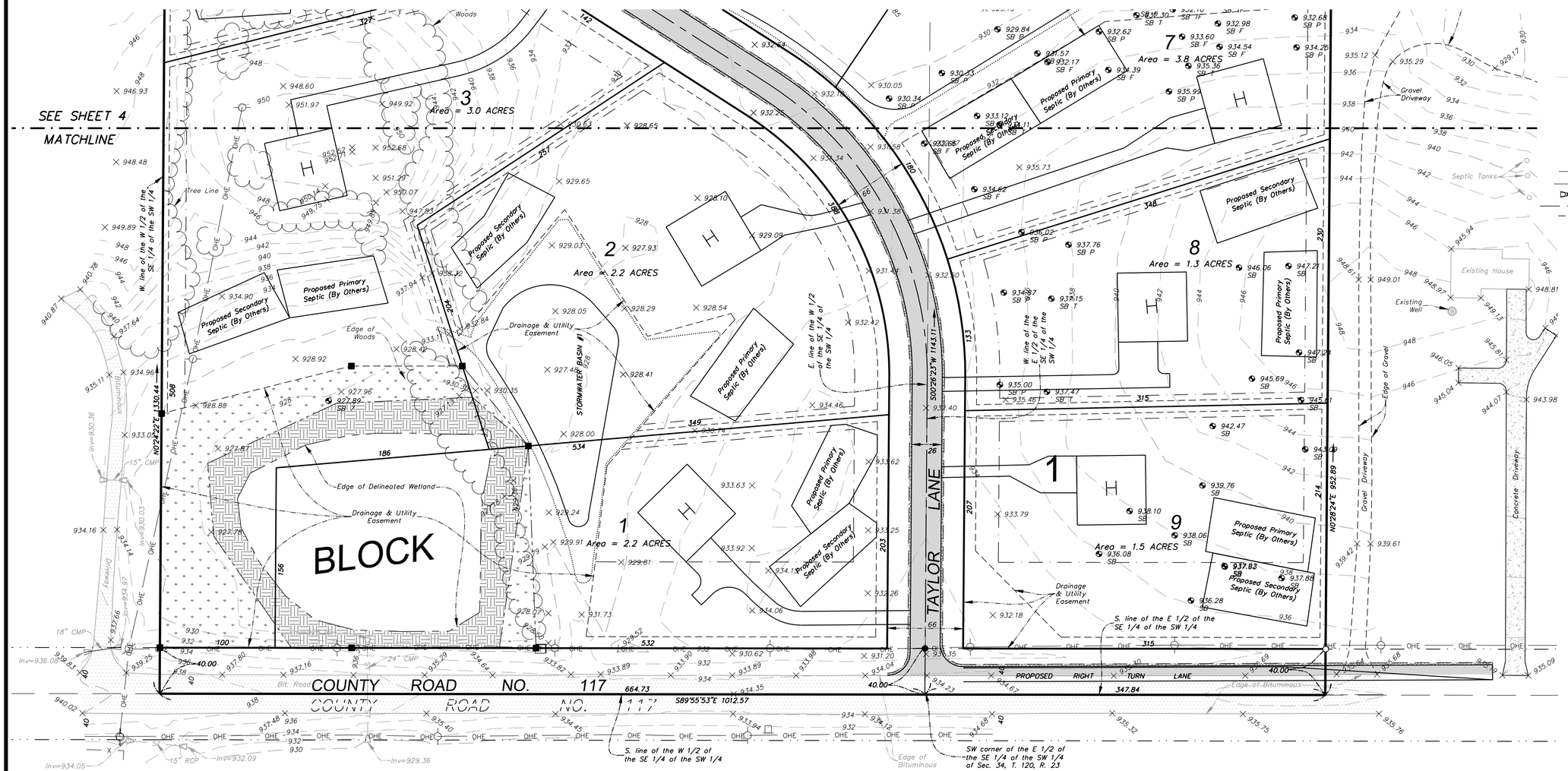
N

0 50 100 Feet

SCALE: 1"=50'

TOTAL PARCEL AREA = 26.50 ACRES
PARCEL ID: 3412023340002
3412023340004



LEGEND

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- denotes Delineated Wetland (By Others)
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  - Front = 30' (75' Co. Rd. No. 117)
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- H — denotes Possible 60'x60' House Pad Location

Notes:
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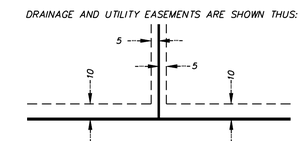

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REV. NO.	DATE	BY	DESCRIPTION
1	6-25-24	T.J.B.	REVISE PROPOSED ROAD NAME
2	8-27-24	T.J.B.	REVISE PER CITY REVIEW

DESIGNED P.E.O. DRAWN T.J.B.
CHECKED P.E.O.

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

Paul E. Otto
License # 40062 Date: 8-27-24

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TAYLOR INLET

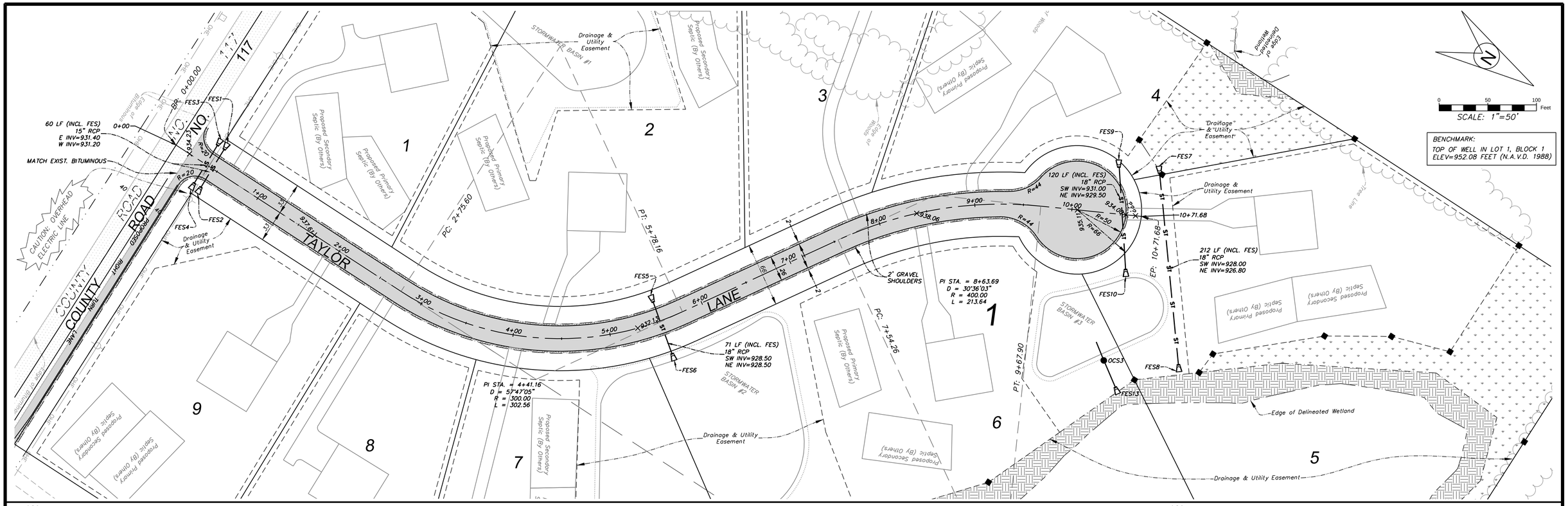
MIKE MOONEY
ROGERS, MN

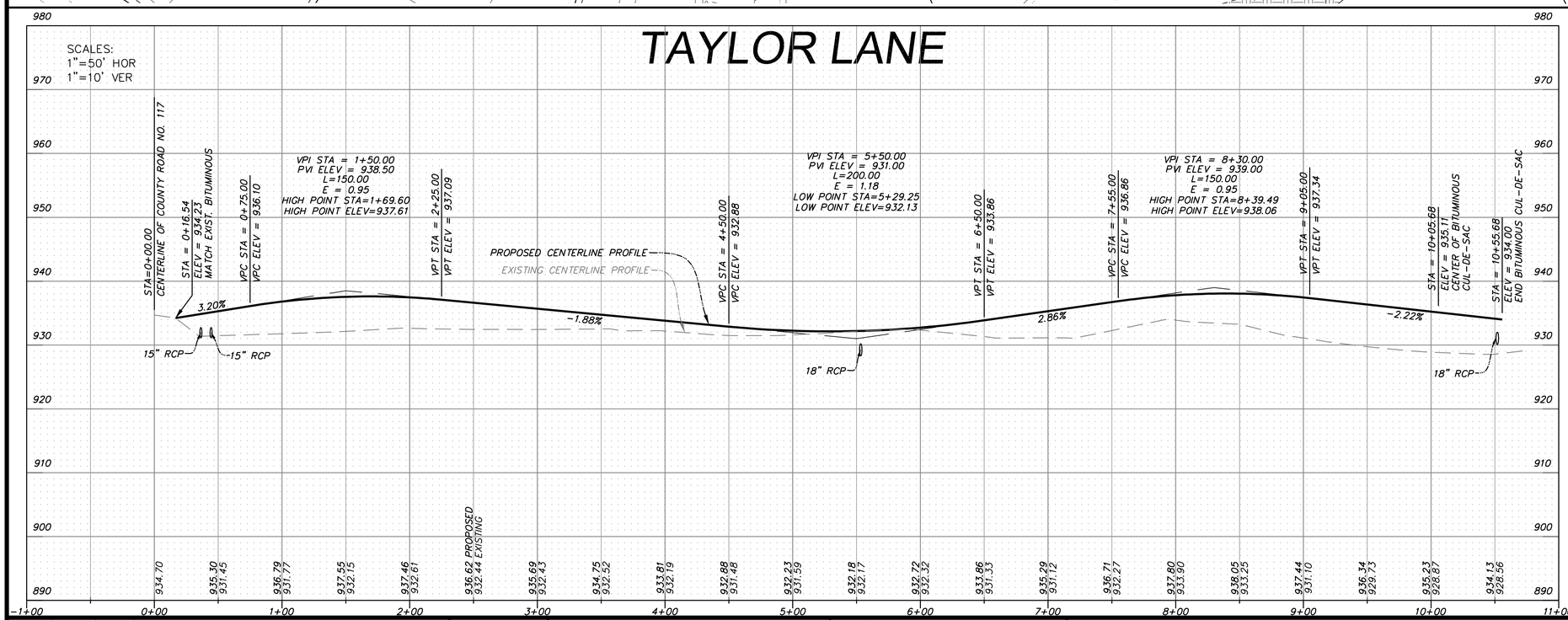
PRELIMINARY PLAT (SOUTH)

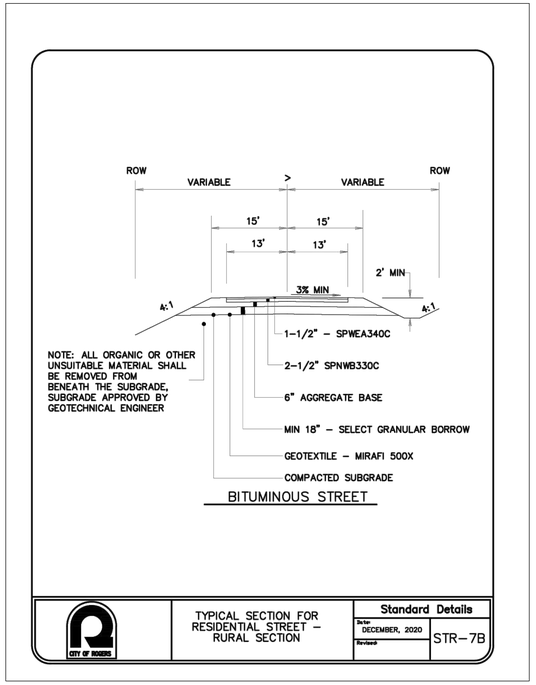
SHEET NO. 5 OF 10 SHEETS

PROJECT NO: 23-0189

DATE: 5-24-24







REV. NO.	DATE	BY	DESCRIPTION
1	6-25-24	T.J.B.	REVISE PROPOSED ROAD NAME
2	8-27-24	T.J.B.	REVISE PER CITY REVIEW

DESIGNED P.E.O. DRAWN T.J.B.

CHECKED P.E.O.

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

Paul E. Otto
License # 40062 Date: 8-27-24

OTTO ASSOCIATES
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www.ottoassociates.com
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Buffalo, MN 55313
(763)682-4727
Fax: (763)682-3522

TAYLOR INLET

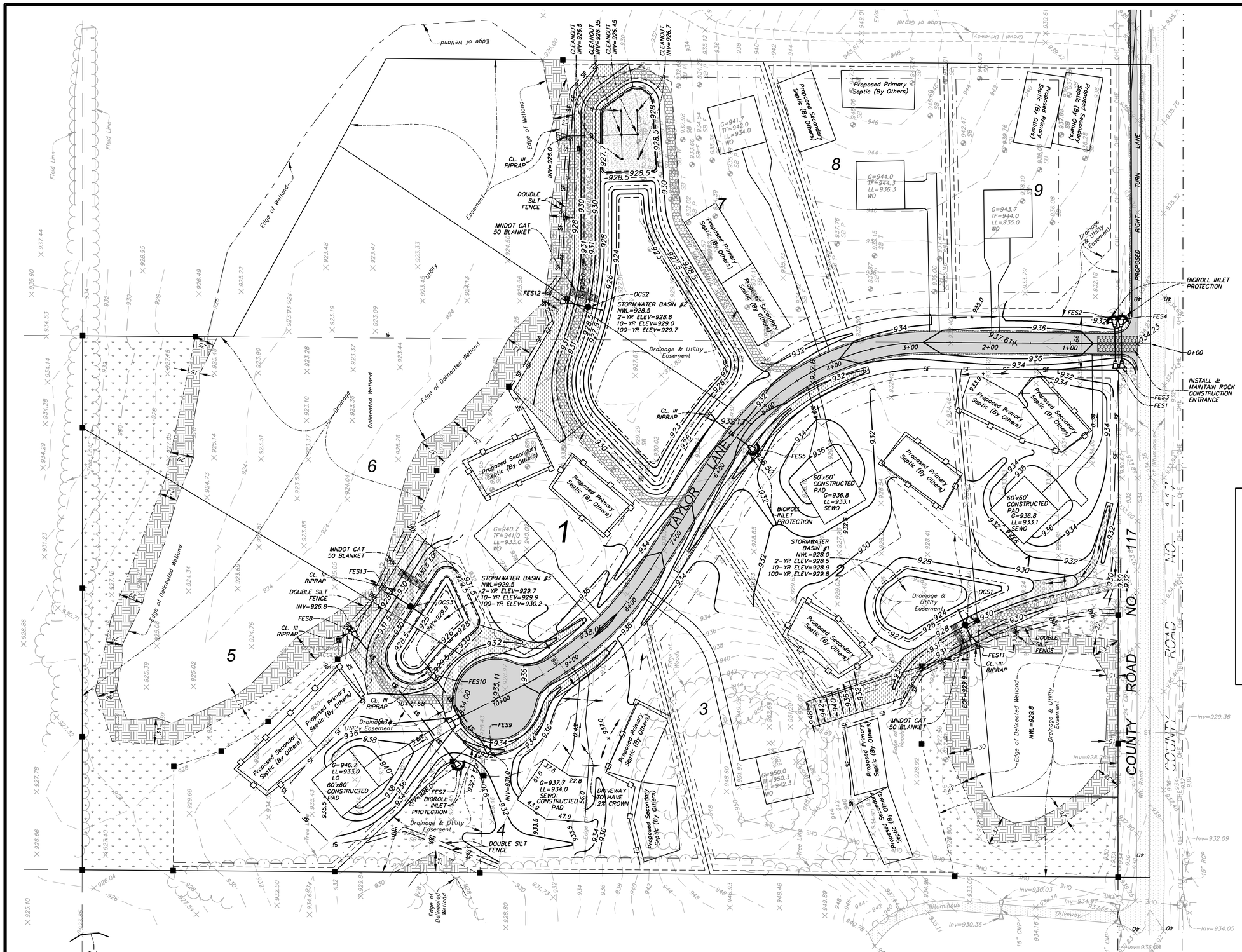
MIKE MOONEY
ROGERS, MN

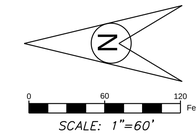
PRELIMINARY STREET & STORM SEWER PLAN - TAYLOR LANE

SHEET NO. 6 OF 10 SHEETS

PROJECT NO: 23-0189

DATE: 5-24-24



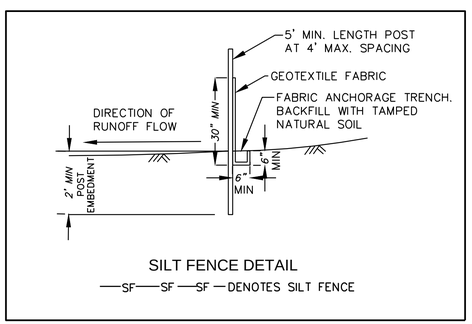


SCALE: 1"=60'

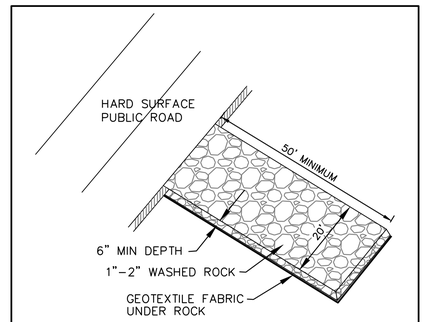
LEGEND

- 938 — denotes Existing Contour
- 938.00 × — denotes Existing Spot Elevation
- 936 — denotes Primary Grading Contour
- 936.0 × — denotes Primary Grading Spot Elevation
- denotes Proposed Drainage
- denotes Telephone Pedestal
- denotes Soil Boring
- denotes Sign
- denotes Power Pole
- denotes Sanitary Cleanout
- OHE — denotes Overhead Electric Line
- X — denotes Fence Line
- denotes Existing Culvert
- denotes Delineated Wetland (By Others)
- SF — denotes Pre-construction Silt Fence
- denotes Construction Fence
- denotes Cat. 25 Erosion Control Blanket
- denotes Proposed Wetland Buffer Sign, Typ.
- denotes Wetland Buffer
- denotes Additional Wetland Buffer

Note: Wetlands delineated by Jacobson Environmental, PLLC



SILT FENCE DETAIL



ROCK CONSTRUCTION ENTRANCE

REV. NO.	DATE	BY	DESCRIPTION
1	6-25-24	T.J.B.	REVISE PROPOSED ROAD NAME
2	8-27-24	T.J.B.	REVISE PER CITY REVIEW

DESIGNED P.E.O. DRAWN T.J.B.

CHECKED P.E.O.

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Paul E. Otto

Paul E. Otto License # 40062 Date: 8-27-24

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TAYLOR INLET

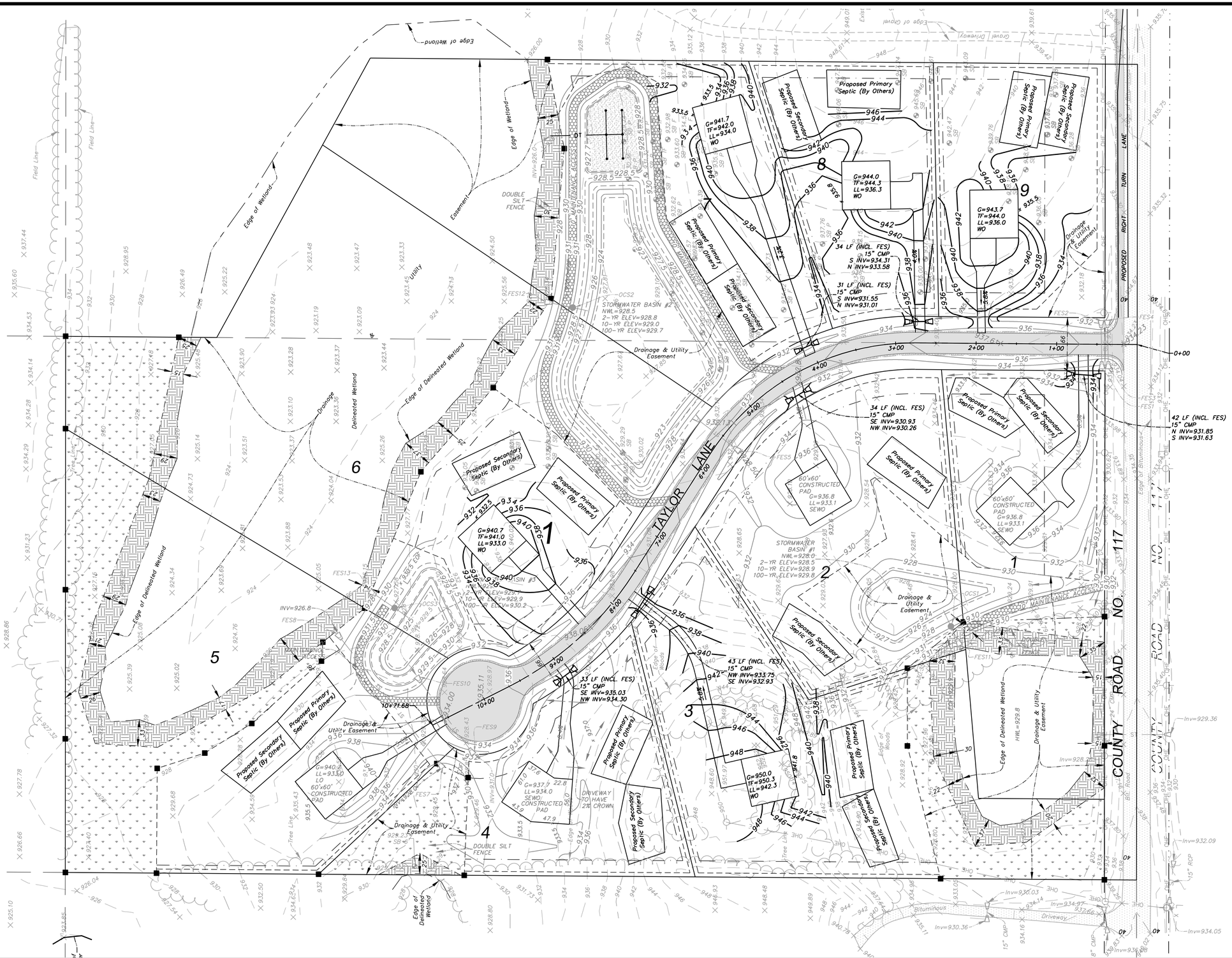
MIKE MOONEY
ROGERS, MN

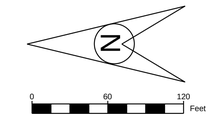
PRELIMINARY PRIMARY GRADING & EROSION CONTROL PLAN

SHEET NO. 7 OF 10 SHEETS

PROJECT NO: 23-0189

DATE: 5-24-24





SCALE: 1"=60'

LEGEND

- 938 — denotes Existing Contour
- 938.00 × denotes Existing Spot Elevation
- 936 — denotes Secondary Grading Contour
- 936.0 × denotes Secondary Grading Spot Elevation
- 936 — denotes Primary Grading Contour
- 936.0 × denotes Primary Grading Spot Elevation
- denotes Proposed Drainage
- denotes Telephone Pedestal
- denotes Soil Boring
- denotes Sign
- denotes Power Pole
- denotes Sanitary Cleanout
- OHE — denotes Overhead Electric Line
- X — denotes Fence Line
- denotes Existing Culvert
- denotes Delineated Wetland (By Others)
- denotes Proposed Wetland Buffer Sign, Typ.
- denotes Wetland Buffer
- denotes Additional Wetland Buffer

Note: Wetlands delineated by Jacobson Environmental, PLLC

NOTE: THIS PLAN IS SHOWN FOR REFERENCE ONLY. ACTUAL HOME/DRIVEWAY PLACEMENT AND PROPOSED GRADES SHALL BE DESIGNED WITH EACH PROPERTY AS PART OF THE BUILDING PERMIT PROCESS.

REV. NO.	DATE	BY	DESCRIPTION
1	6-25-24	T.J.B.	REVISE PROPOSED ROAD NAME
2	8-27-24	T.J.B.	REVISE PER CITY REVIEW

DESIGNED P.E.O. DRAWN T.J.B.
CHECKED P.E.O.

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Paul E. Otto
License # 40062 Date: 8-27-24

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TAYLOR INLET

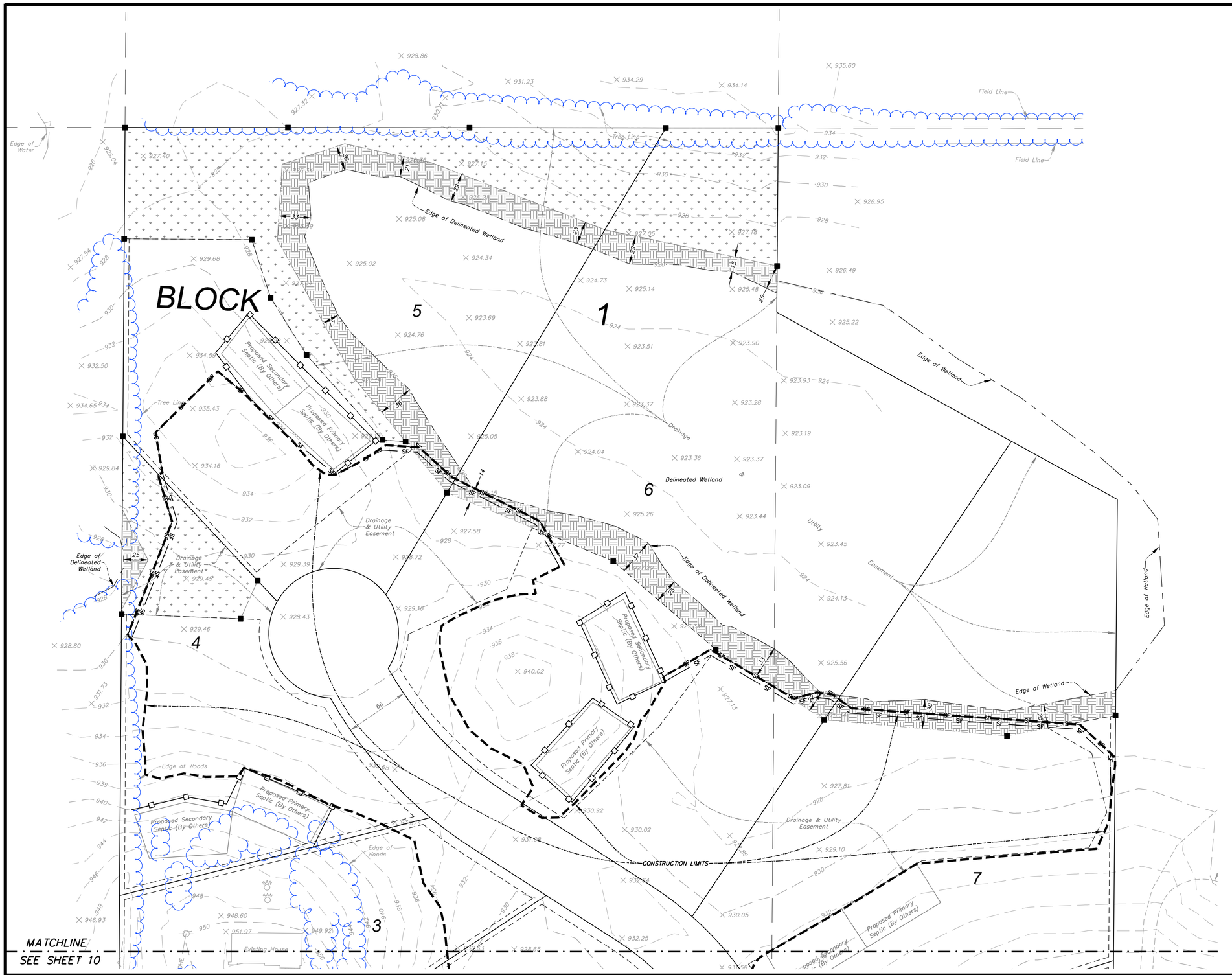
MIKE MOONEY
ROGERS, MN

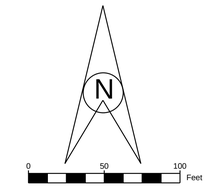
PRELIMINARY SECONDARY GRADING PLAN

SHEET NO. 8 OF 10 SHEETS

PROJECT NO: 23-0189

DATE: 5-24-24





SCALE: 1"=50'

WETLAND BUFFER AREAS:
WETLAND BUFFER REQUIRED (25' AVERAGE) = 61,637 S.F.
WETLAND BUFFER PROPOSED = 61,638 S.F.
ADDITIONAL WETLAND BUFFER = 99,575 S.F.

NOTE: WETLANDS DELINEATED BY JACOBSON ENVIRONMENTAL, PLLC.

LEGEND

- 932 — denotes Existing Contour
- 932.00 × denotes Existing Spot Elevation
- denotes Existing Telephone Pedestal
- denotes Existing Sign
- denotes Existing Power Pole
- denotes Existing Sanitary Cleanout
- denotes Existing Well
- OHE — denotes Overhead Electric Line
- x — denotes Fence Line
- denotes Existing Culvert
- denotes Delineated Wetland (By Others)
- denotes Existing Edge of Woods to be Preserved
- denotes Existing Edge of Woods to be Removed
- denotes Deciduous Tree Saved
- denotes Coniferous Tree Saved
- denotes Deciduous Tree Removed
- denotes Coniferous Tree Removed
- 1 denotes Existing Tree Tag #
- denotes Existing Tree
- SF — denotes Pre-construction Silt Fence
- denotes Post-grading Silt Fence
- denotes Construction Limits
- denotes Drainage and Utility Easement
- denotes Proposed Wetland Buffer Sign, Typ.
- denotes Wetland Buffer
- denotes Additional Wetland Buffer

REV. NO.	DATE	BY	DESCRIPTION

DESIGNED P.E.O. DRAWN T.J.B.
CHECKED P.E.O.

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Paul E. Otto
License # 40062 Date: 8-27-24

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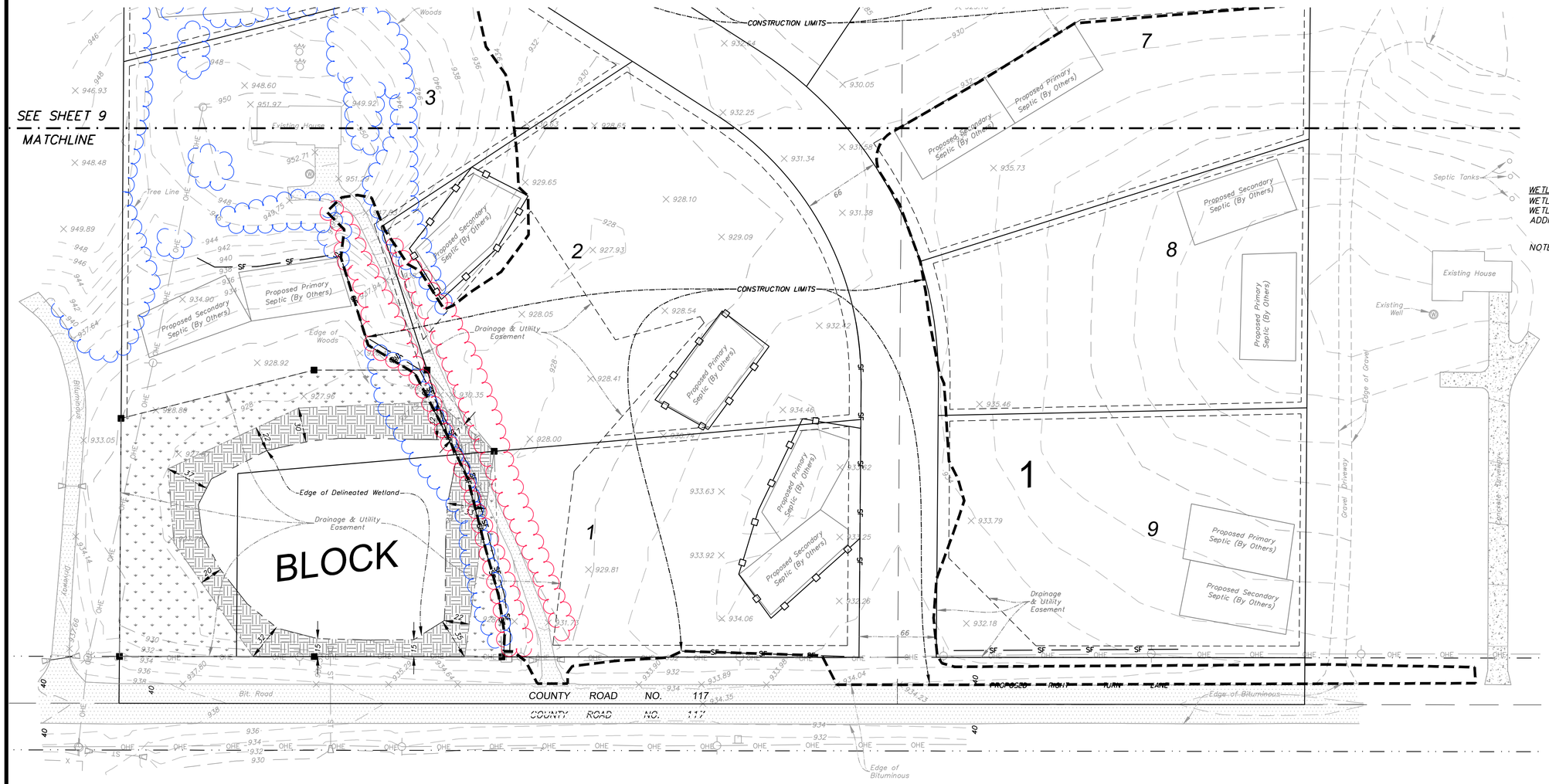
TAYLOR INLET
MIKE MOONEY
ROGERS, MN

PRELIMINARY WETLAND BUFFER & TREE PRESERVATION PLAN (NORTH)

SHEET NO. 9 OF 10 SHEETS

PROJECT NO: 23-0189

DATE: 5-24-24



N

0 50 100 Feet

SCALE: 1"=50'

WETLAND BUFFER AREAS:
WETLAND BUFFER REQUIRED (25' AVERAGE) = 61,637 S.F.
WETLAND BUFFER PROPOSED = 61,638 S.F.
ADDITIONAL WETLAND BUFFER = 99,575 S.F.

NOTE: WETLANDS DELINEATED BY JACOBSON ENVIRONMENTAL, PLLC.

LEGEND

- 932 — denotes Existing Contour
- 932.00 × denotes Existing Spot Elevation
- denotes Existing Telephone Pedestal
- denotes Existing Sign
- denotes Existing Power Pole
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- denotes Existing Well
- OHE — denotes Overhead Electric Line
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- denotes Existing Edge of Woods to be Preserved
- denotes Existing Edge of Woods to be Removed
- denotes Deciduous Tree Saved
- denotes Coniferous Tree Saved
- denotes Deciduous Tree Removed
- denotes Coniferous Tree Removed
- 1 denotes Existing Tree Tag #
- denotes Existing Tree
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- denotes Post-grading Silt Fence
- denotes Construction Limits
- denotes Drainage and Utility Easement
- denotes Proposed Wetland Buffer Sign, Typ.
- denotes Wetland Buffer
- denotes Additional Wetland Buffer

REV. NO.	DATE	BY	DESCRIPTION

DESIGNED P.E.O. DRAWN T.J.B.
CHECKED P.E.O.

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Paul E. Otto
License # 40062 Date: 8-27-24

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Fax: (763)682-3522

TAYLOR INLET
MIKE MOONEY
ROGERS, MN

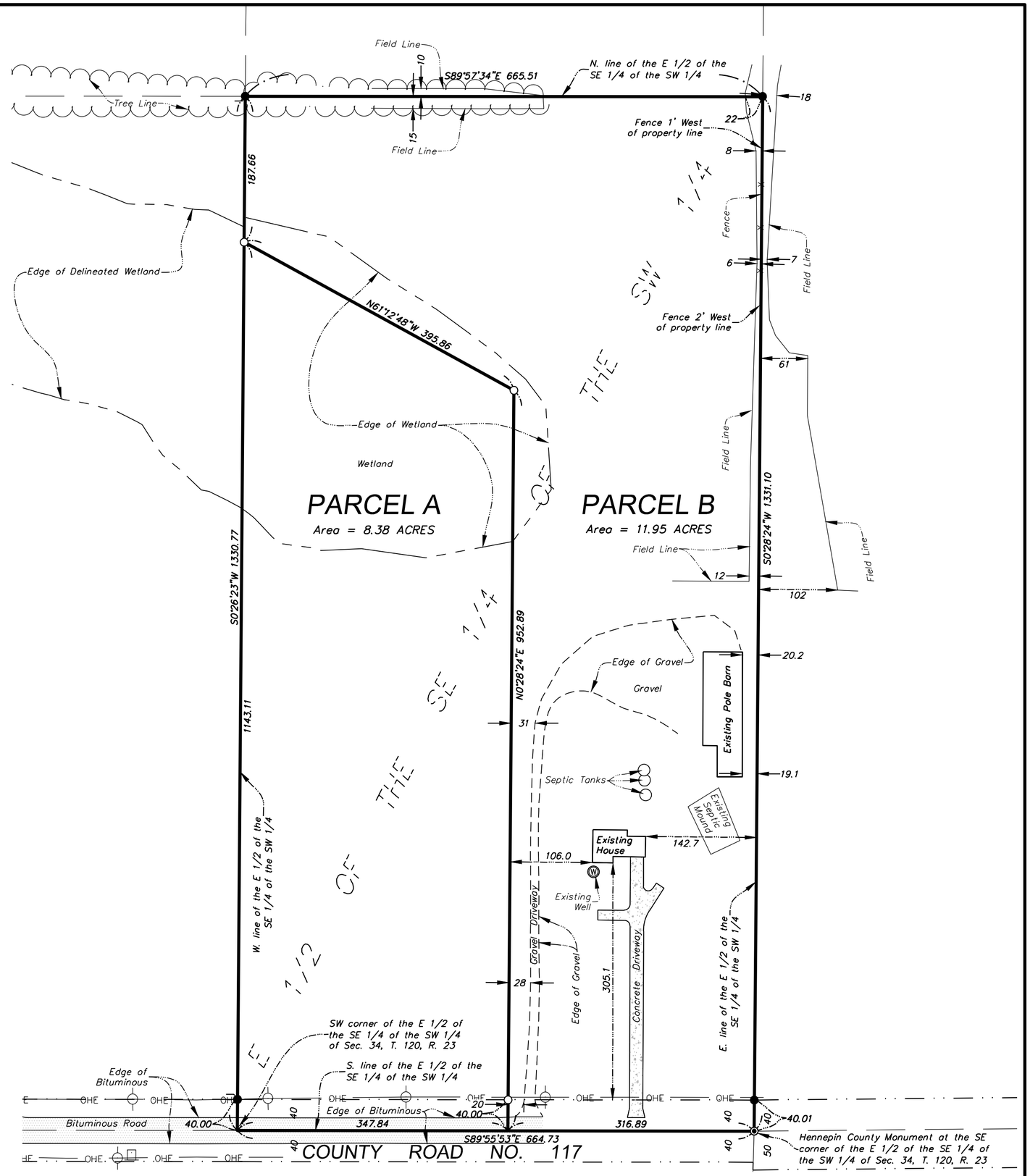
PRELIMINARY WETLAND BUFFER & TREE PRESERVATION PLAN (SOUTH)

SHEET NO. 10 OF 10 SHEETS

PROJECT NO: 23-0189

DATE: 5-24-24

Certificate of Survey



N

0 100 200 Feet

LEGEND

- denotes Sign
- denotes Power Pole
- OHE — denotes Overhead Electric Line
- X — denotes Fence Line
- denotes Existing Well
- denotes Delineated Wetland

PROPOSED PROPERTY DESCRIPTIONS

PARCEL A:

That part of the East Half of the Southeast Quarter of the Southwest Quarter of Section 34, Township 120, Range 23, Hennepin County, Minnesota, described as follows:

Beginning at the Southwest corner of said East Half of the Southeast Quarter of the Southwest Quarter; thence on an assumed bearing of South 89 degrees 55 minutes 53 seconds East, along the South line of said East Half of the Southeast Quarter of the Southwest Quarter, a distance of 347.84 feet; thence North 00 degrees 28 minutes 24 seconds East, a distance of 952.89 feet; thence North 61 degrees 12 minutes 48 seconds West, a distance of 395.86 feet to the West line of said East Half of the Southeast Quarter of the Southwest Quarter; thence South 00 degrees 26 minutes 23 seconds West, along said West line, a distance of 1143.11 feet to the point of beginning.

PARCEL B:

The East Half of the Southeast Quarter of the Southwest Quarter of Section 34, Township 120, Range 23, Hennepin County, Minnesota.

EXCEPT:

That part of the East Half of the Southeast Quarter of the Southwest Quarter of Section 34, Township 120, Range 23, Hennepin County, Minnesota, described as follows:

Beginning at the Southwest corner of said East Half of the Southeast Quarter of the Southwest Quarter; thence on an assumed bearing of South 89 degrees 55 minutes 53 seconds East, along the South line of said East Half of the Southeast Quarter of the Southwest Quarter, a distance of 347.84 feet; thence North 00 degrees 28 minutes 24 seconds East, a distance of 952.89 feet; thence North 61 degrees 12 minutes 48 seconds West, a distance of 395.86 feet to the West line of said East Half of the Southeast Quarter of the Southwest Quarter; thence South 00 degrees 26 minutes 23 seconds West, along said West line, a distance of 1143.11 feet to the point of beginning.

Certificate of Survey on the E 1/2 of the SE 1/4 of the SW 1/4 of Section 34, Township 120, Range 23, Hennepin County, Minnesota	I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.	Requested By: Mike Mooney				● denotes iron monument found
Revised:	Paul E. Otto License #40062 Date: 4-30-24	Date: 4-18-24	Drawn By: T.J.B.	Scale: 1"=100'	Checked By: P.E.O.	○ denotes 1/2 inch by 14 inch iron pipe set and marked by License #40062

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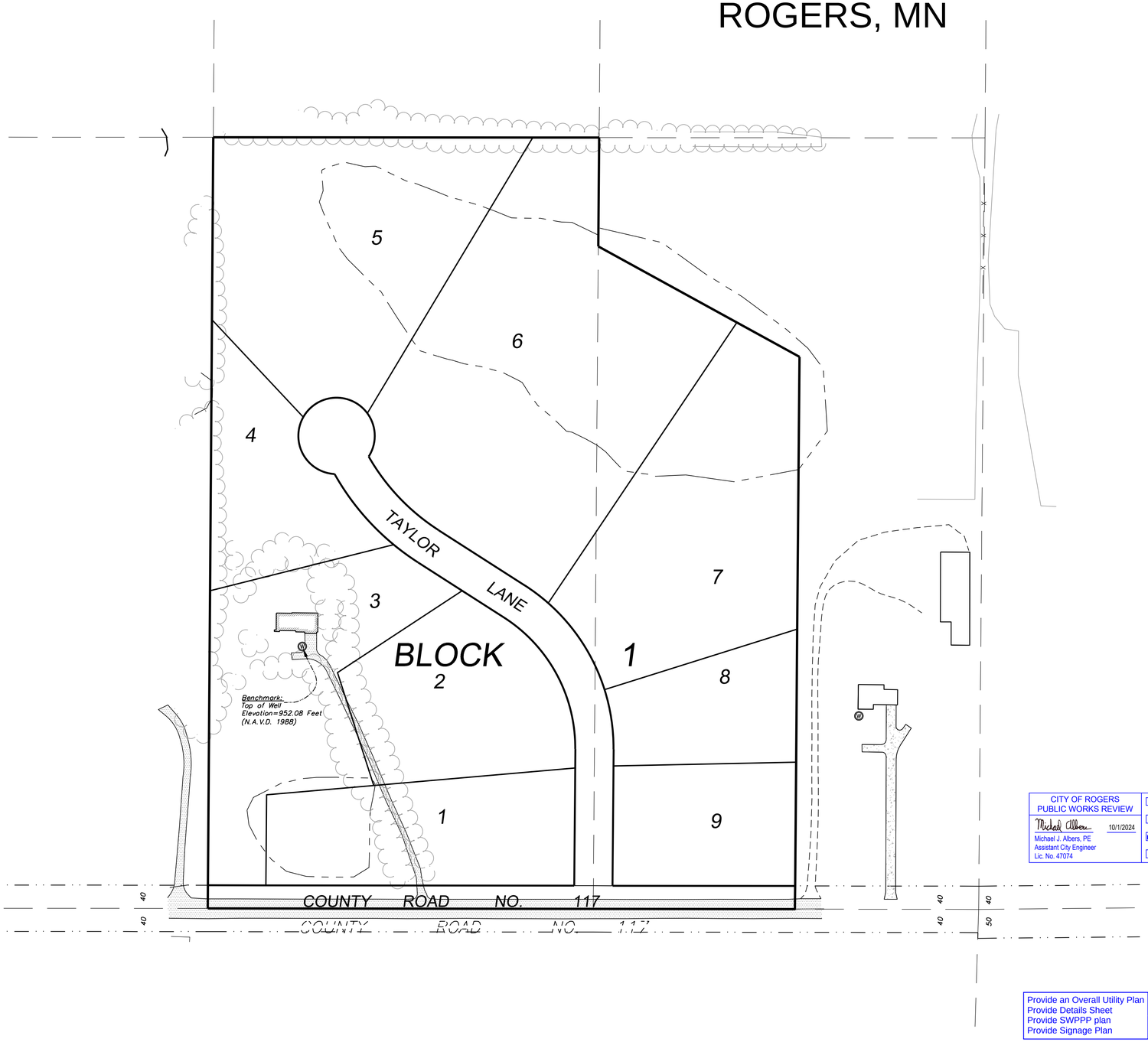
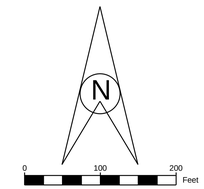
Fax: (763)682-3522

Project No. 23-0189

TAYLOR INLET

ROGERS, MN





SCALE: 1"=100'

DEVELOPER:
MIKE MOONEY
15565A 26TH AVE N
PLYMOUTH, MN 55447
612-750-2757

CITY OF ROGERS
PUBLIC WORKS REVIEW

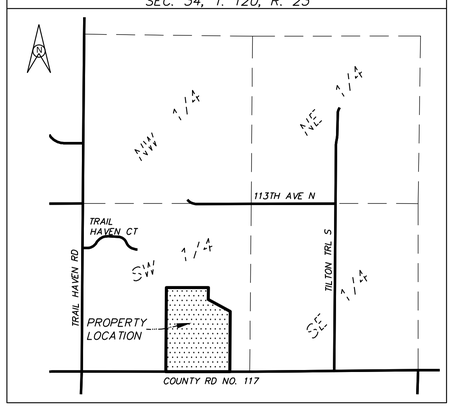
Michael Albers 10/1/2024
Michael J. Albers, PE
Assistant City Engineer
Lic. No. 47074

- ☐ APPROVED
- ☐ APPROVED AS NOTED
- ☑ REVISE AND RESUBMIT
- ☐ REJECTED

Provide an Overall Utility Plan
Provide Details Sheet
Provide SWPPP plan
Provide Signage Plan

Vicinity Map

Not to Scale
SEC. 34, T. 120, R. 23



SHEET INDEX

SHEET NO.	DESCRIPTION
1	COVER SHEET
2	PRELIMINARY REMOVALS PLAN
3	PRELIMINARY PLAT – OVERVIEW
4	PRELIMINARY PLAT (NORTH)
5	PRELIMINARY PLAT (SOUTH)
6	PRELIMINARY STREET & STORM SEWER PLAN – TAYLOR LANE
7	PRELIMINARY PRIMARY GRADING & EROSION CONTROL PLAN
8	PRELIMINARY SECONDARY GRADING & EROSION CONTROL PLAN
9	PRELIMINARY WETLAND BUFFER & TREE PRESERVATION PLAN (NORTH)
10	PRELIMINARY WETLAND BUFFER & TREE PRESERVATION PLAN (SOUTH)

REV. NO.	DATE	BY	DESCRIPTION

DESIGNED P.E.O. DRAWN T.J.B.
CHECKED P.E.O.

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

Paul E. Otto
License # 40062 Date: 8-27-24

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Fax: (763)682-3522

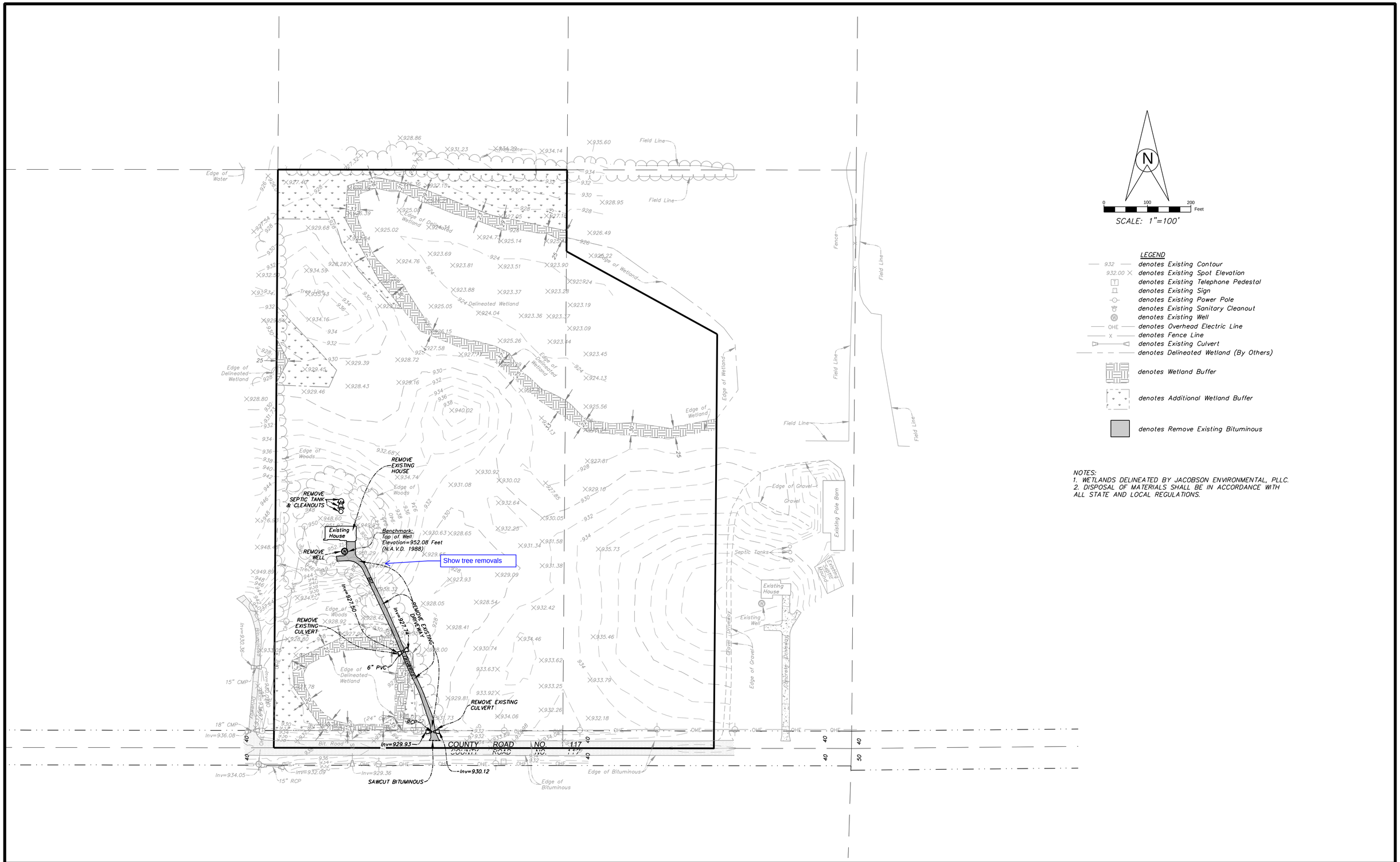
TAYLOR INLET
MIKE MOONEY
ROGERS, MN

COVER SHEET

SHEET NO. 1 OF 10 SHEETS

PROJECT NO: 23-0189

DATE: 5-24-24



REV. NO.	DATE	BY	DESCRIPTION

DESIGNED P.E.O. DRAWN T.J.B.
CHECKED P.E.O.

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Paul E. Otto
License # 40062 Date: 8-27-24

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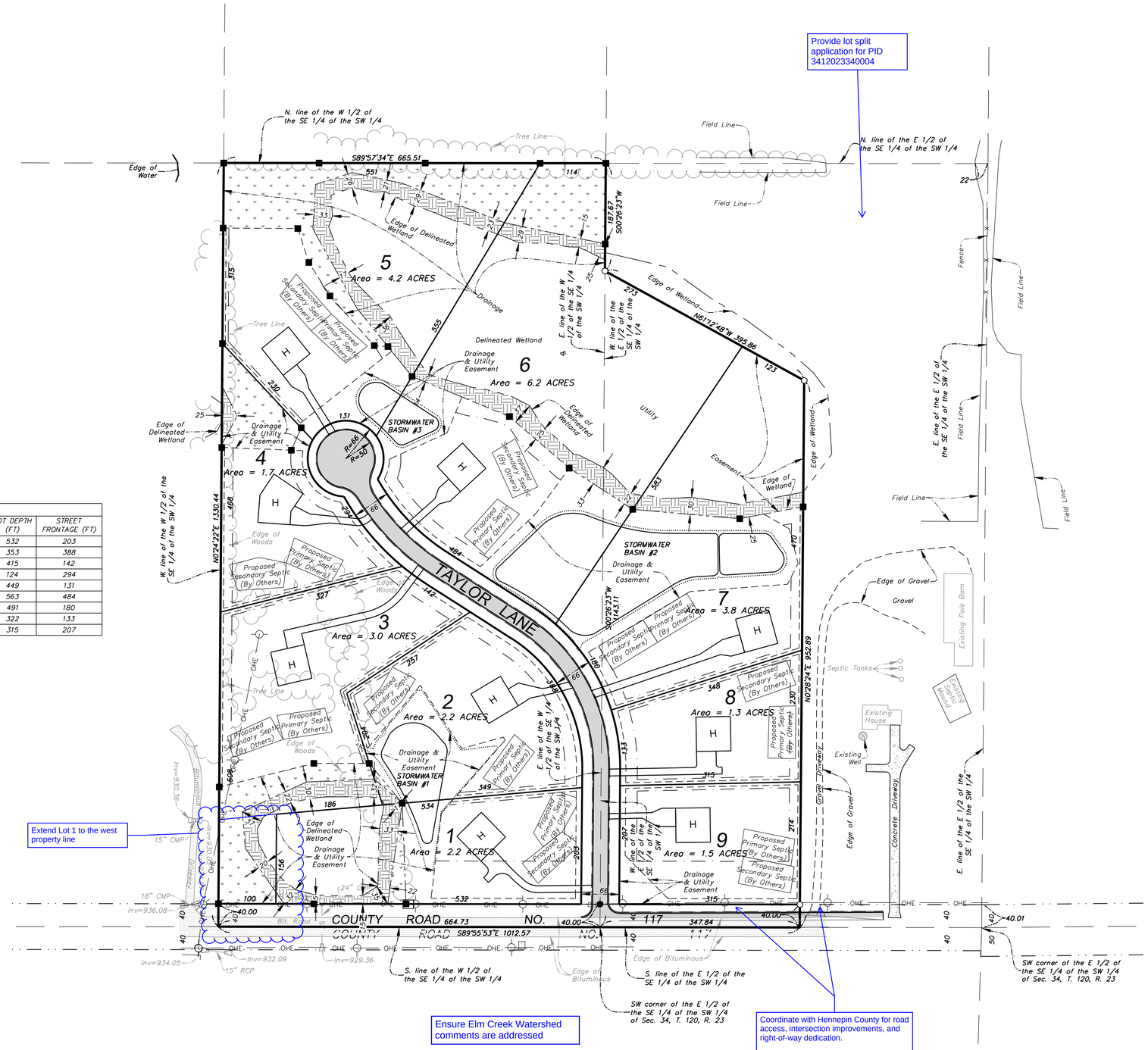
TAYLOR INLET
MIKE MOONEY
ROGERS, MN

PRELIMINARY REMOVALS PLAN

SHEET NO. 2 OF 10 SHEETS

PROJECT NO: 23-0189

DATE: 5-24-24



LOT TABLE					
LOT/BLOCK #	LOT AREA (SF)	BUILDABLE LOT AREA (SF)	LOT WIDTH AT SETBACK (FT)	LOT DEPTH (FT)	STREET FRONTAGE (FT)
LOT 1, BLOCK 1	95,552	58,551	200	532	203
LOT 2, BLOCK 1	95,783	94,512	363	353	388
LOT 3, BLOCK 1	131,313	96,249	160	415	142
LOT 4, BLOCK 1	73,165	58,241	338	124	294
LOT 5, BLOCK 1	180,872	71,192	201	449	131
LOT 6, BLOCK 1	269,817	101,471	453	563	484
LOT 7, BLOCK 1	165,118	108,662	208	491	180
LOT 8, BLOCK 1	58,301	58,301	143	322	133
LOT 9, BLOCK 1	66,170	66,170	207	315	207

N

0 100 200 Feet

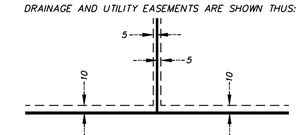
SCALE: 1"=100'

TOTAL PARCEL AREA = 26.50 ACRES
PARCEL ID: 3412023340002
3412023340004

LEGEND

- denotes Existing Telephone Pedestal
- denotes Existing Sign
- denotes Existing Power Pole
- denotes Existing Sanitary Cleanout
- denotes Existing Well
- OHE — denotes Overhead Electric Line
- X — denotes Fence Line
- denotes Existing Culvert
- denotes Delineated Wetland (By Others)
- denotes Building Setback Line
  - Front = 30' (75' Co. Rd. No. 117)
  - Side = 10'
  - Rear = 20'
  - Wetland Buffer = 25'
- denotes Wetland Buffer
- denotes Additional Wetland Buffer
- denotes Proposed Wetland Buffer Sign, Typ.
- H — denotes Possible 60'x60' House Pad Location

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



BEING 10 FEET IN WIDTH, UNLESS OTHERWISE INDICATED, AND ADJOINING RIGHT-OF-WAY LINES, AND BEING 5 FEET IN WIDTH, UNLESS OTHERWISE INDICATED, AND ADJOINING LOT LINES, AS SHOWN ON THE PLAT.

Notes:
1. Wetlands delineated by Jacobson Environmental, PLLC.
2. Septic design by Homestead Septic.

PROPERTY DESCRIPTION:

That part of the East Half of the Southeast Quarter of the Southwest Quarter of Section 34, Township 120, Range 23, Hennepin County, Minnesota, described as follows:

Beginning at the Southwest corner of said East Half of the Southeast Quarter of the Southwest Quarter; thence on an assumed bearing of South 89 degrees 55 minutes 53 seconds East, along the South line of said East Half of the Southeast Quarter of the Southwest Quarter, a distance of 347.84 feet; thence North 00 degrees 28 minutes 24 seconds East, a distance of 952.89 feet; thence North 61 degrees 12 minutes 48 seconds West, a distance of 395.86 feet to the West line of said East Half of the Southeast Quarter of the Southwest Quarter; thence South 00 degrees 26 minutes 23 seconds West, along said West line, a distance of 1143.11 feet to the point of beginning.

AND

The West Half of the Southeast Quarter of the Southwest Quarter of Section 34, Township 120, Range 23, Hennepin County, Minnesota.

REV. NO.	DATE	BY	DESCRIPTION

DESIGNED P.E.O. DRAWN T.J.B.
CHECKED P.E.O.

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License # 40062 Date: 8-27-24

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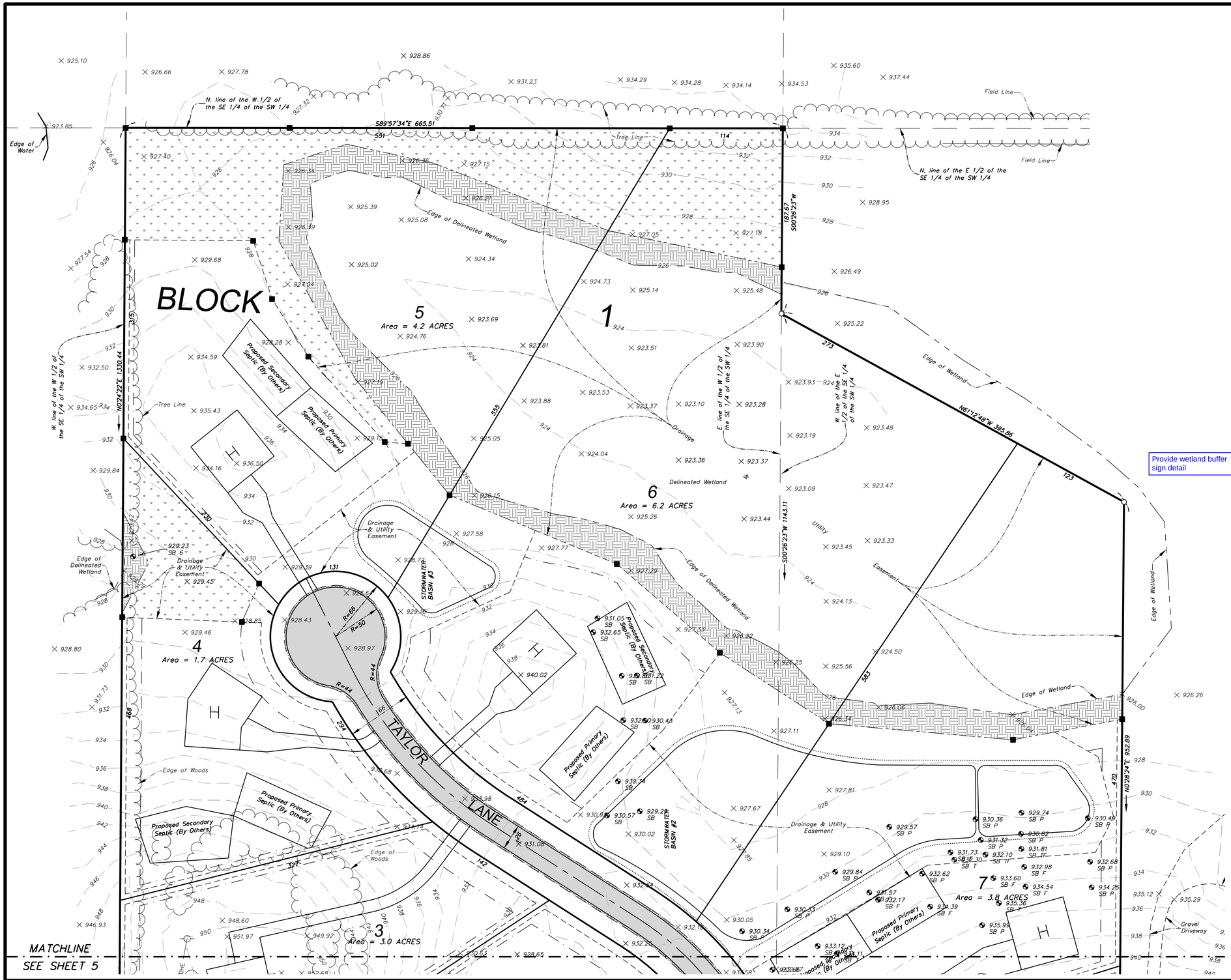
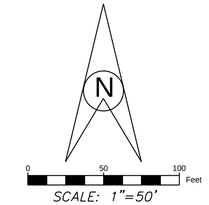
TAYLOR INLET
MIKE MOONEY
ROGERS, MN

PRELIMINARY PLAT
OVERVIEW

SHEET NO. 3 OF 10 SHEETS

PROJECT NO: 23-0189
DATE: 5-24-24





SCALE: 1"=50'

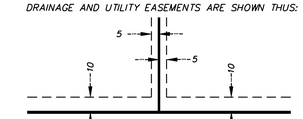
TOTAL PARCEL AREA = 26.50 ACRES
PARCEL ID: 3412023340002
3412023340004

LEGEND

- 932 — denotes Existing Contour
- 932.00 × — denotes Existing Spot Elevation
- denotes Existing Telephone Pedestal
- denotes Existing Soil Boring
- denotes Existing Sign
- denotes Existing Power Pole
- denotes Existing Sanitary Cleanout
- denotes Existing Well
- OHE — denotes Overhead Electric Line
- x — denotes Fence Line
- denotes Existing Culvert
- denotes Delineated Wetland (By Others)
- denotes Building Setback Line
  - Front = 30' (75' Co. Rd. No. 117)
  - Side = 10'
  - Rear = 20'
  - Wetland Buffer = 25'
- denotes Wetland Buffer
- denotes Additional Wetland Buffer
- denotes Proposed Wetland Buffer Sign, Typ.
- H — denotes Possible 60'x60' House Pad Location

Provide wetland buffer sign detail

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



BEING 10 FEET IN WIDTH, UNLESS OTHERWISE INDICATED, AND ADJOINING RIGHT-OF-WAY LINES, AND BEING 5 FEET IN WIDTH, UNLESS OTHERWISE INDICATED, AND ADJOINING LOT LINES, AS SHOWN ON THE PLAT.

Notes:
1. Wetlands delineated by Jacobson Environmental, PLLC.
2. Septic design by Homestead Septic.

PROPERTY DESCRIPTION:

That part of the East Half of the Southeast Quarter of the Southwest Quarter of Section 34, Township 120, Range 23, Hennepin County, Minnesota, described as follows:

Beginning at the Southwest corner of said East Half of the Southeast Quarter of the Southwest Quarter; thence on an assumed bearing of South 89 degrees 55 minutes 53 seconds East, along the South line of said East Half of the Southeast Quarter of the Southwest Quarter, a distance of 347.84 feet; thence North 00 degrees 28 minutes 24 seconds East, a distance of 952.89 feet; thence North 61 degrees 12 minutes 48 seconds West, a distance of 395.86 feet to the West line of said East Half of the Southeast Quarter of the Southwest Quarter; thence South 00 degrees 26 minutes 23 seconds West, along said West line, a distance of 1143.11 feet to the point of beginning.

AND

The West Half of the Southeast Quarter of the Southwest Quarter of Section 34, Township 120, Range 23, Hennepin County, Minnesota.

REV. NO.	DATE	BY	DESCRIPTION
1	6-25-24	T.J.B.	REVISE PROPOSED ROAD NAME
2	8-27-24	T.J.B.	REVISE PER CITY REVIEW

DESIGNED P.E.O. DRAWN T.J.B.
CHECKED P.E.O.

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

Paul E. Otto
License # 40062 Date: 8-27-24

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www.ottoassociates.com
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Buffalo, MN 55313
(763)682-4727
Fax: (763)682-3522

TAYLOR INLET
MIKE MOONEY
ROGERS, MN

PRELIMINARY PLAT (NORTH)

PROJECT NO: 23-0189

SHEET NO. 4 OF 10 SHEETS

DATE: 5-24-24

PROPERTY DESCRIPTION:

That part of the East Half of the Southeast Quarter of the Southwest Quarter of Section 34, Township 120, Range 23, Hennepin County, Minnesota, described as follows:

Beginning at the Southwest corner of said East Half of the Southeast Quarter of the Southwest Quarter; thence on an assumed bearing of South 89 degrees 55 minutes 53 seconds East, along the South line of said East Half of the Southeast Quarter of the Southwest Quarter, a distance of 347.84 feet; thence North 00 degrees 28 minutes 24 seconds East, a distance of 952.89 feet; thence North 61 degrees 12 minutes 48 seconds West, a distance of 395.86 feet to the West line of said East Half of the Southeast Quarter of the Southwest Quarter; thence South 00 degrees 26 minutes 23 seconds West, along said West line, a distance of 1143.11 feet to the point of beginning.

AND

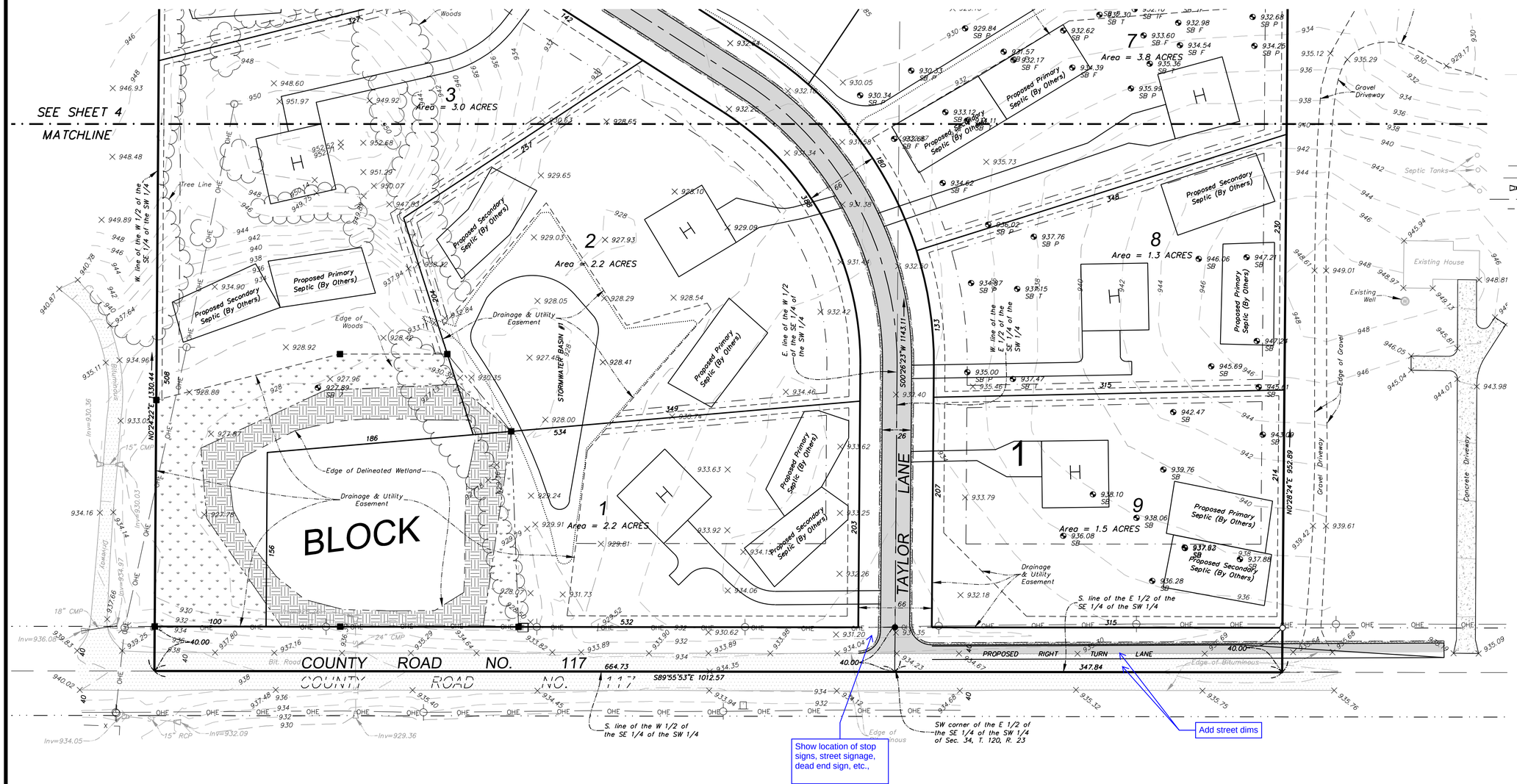
The West Half of the Southeast Quarter of the Southwest Quarter of Section 34, Township 120, Range 23, Hennepin County, Minnesota.

N

0 50 100 Feet

SCALE: 1"=50'

TOTAL PARCEL AREA = 26.50 ACRES
PARCEL ID: 3412023340002
3412023340004

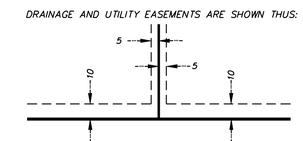


LEGEND

- 932 — denotes Existing Contour
- 932.00 × — denotes Existing Spot Elevation
- T — denotes Existing Telephone Pedestal
- denotes Existing Soil Boring
- denotes Existing Sign
- denotes Existing Power Pole
- denotes Existing Sanitary Cleanout
- W — denotes Existing Well
- OHE — denotes Overhead Electric Line
- x — denotes Fence Line
- denotes Existing Culvert
- denotes Delineated Wetland (By Others)
- denotes Building Setback Line
  - Front = 30' (75' Co. Rd. No. 117)
  - Side = 10'
  - Rear = 20'
  - Wetland Buffer = 25'
- denotes Wetland Buffer
- denotes Additional Wetland Buffer
- ■ denotes Proposed Wetland Buffer Sign, Typ.
- H — denotes Possible 60'x60' House Pad Location

Notes:
1. Wetlands delineated by Jacobson Environmental, PLLC.
2. Septic design by Homestead Septic.

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



BEING 10 FEET IN WIDTH, UNLESS OTHERWISE INDICATED, AND ADJOINING RIGHT-OF-WAY LINES, AND BEING 5 FEET IN WIDTH, UNLESS OTHERWISE INDICATED, AND ADJOINING LOT LINES, AS SHOWN ON THE PLAT.

REV. NO.	DATE	BY	DESCRIPTION
1	6-25-24	T.J.B.	REVISE PROPOSED ROAD NAME
2	8-27-24	T.J.B.	REVISE PER CITY REVIEW

DESIGNED P.E.O. DRAWN T.J.B.
CHECKED P.E.O.

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License # 40062 Date: 8-27-24

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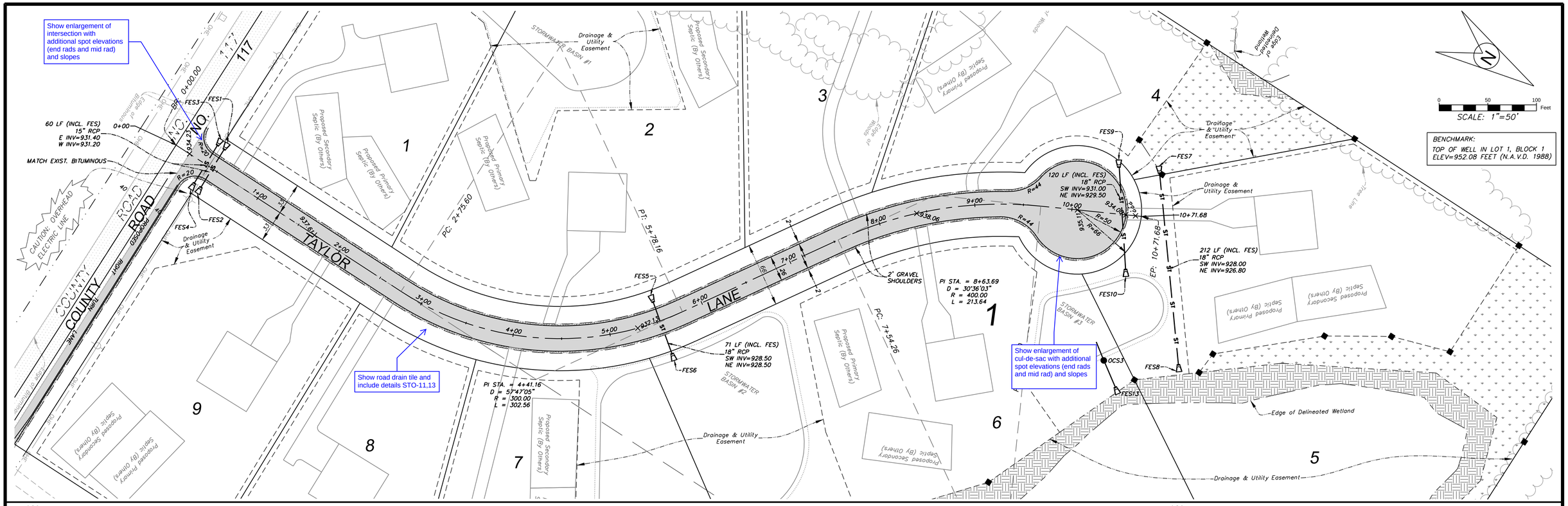
TAYLOR INLET
MIKE MOONEY
ROGERS, MN

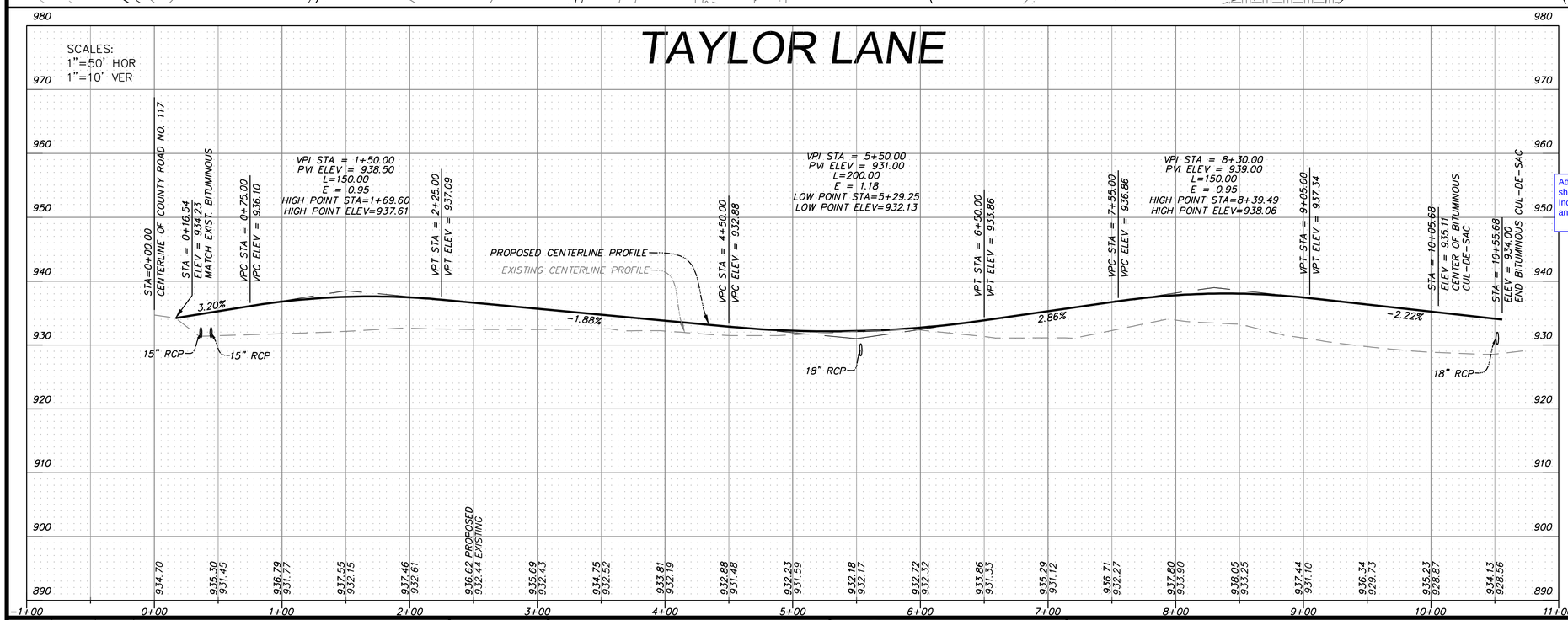
PRELIMINARY PLAT (SOUTH)

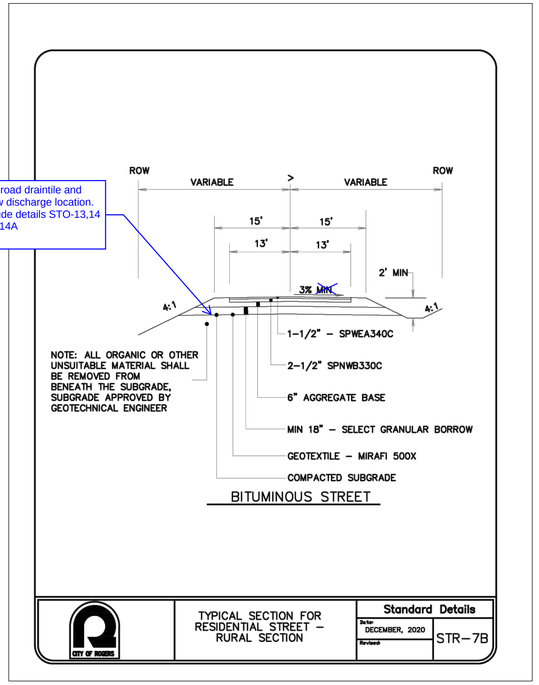
SHEET NO. 5 OF 10 SHEETS

PROJECT NO: 23-0189

DATE: 5-24-24







REV. NO.	DATE	BY	DESCRIPTION
1	6-25-24	T.J.B.	REVISE PROPOSED ROAD NAME
2	8-27-24	T.J.B.	REVISE PER CITY REVIEW

DESIGNED P.E.O. DRAWN T.J.B.
CHECKED P.E.O.

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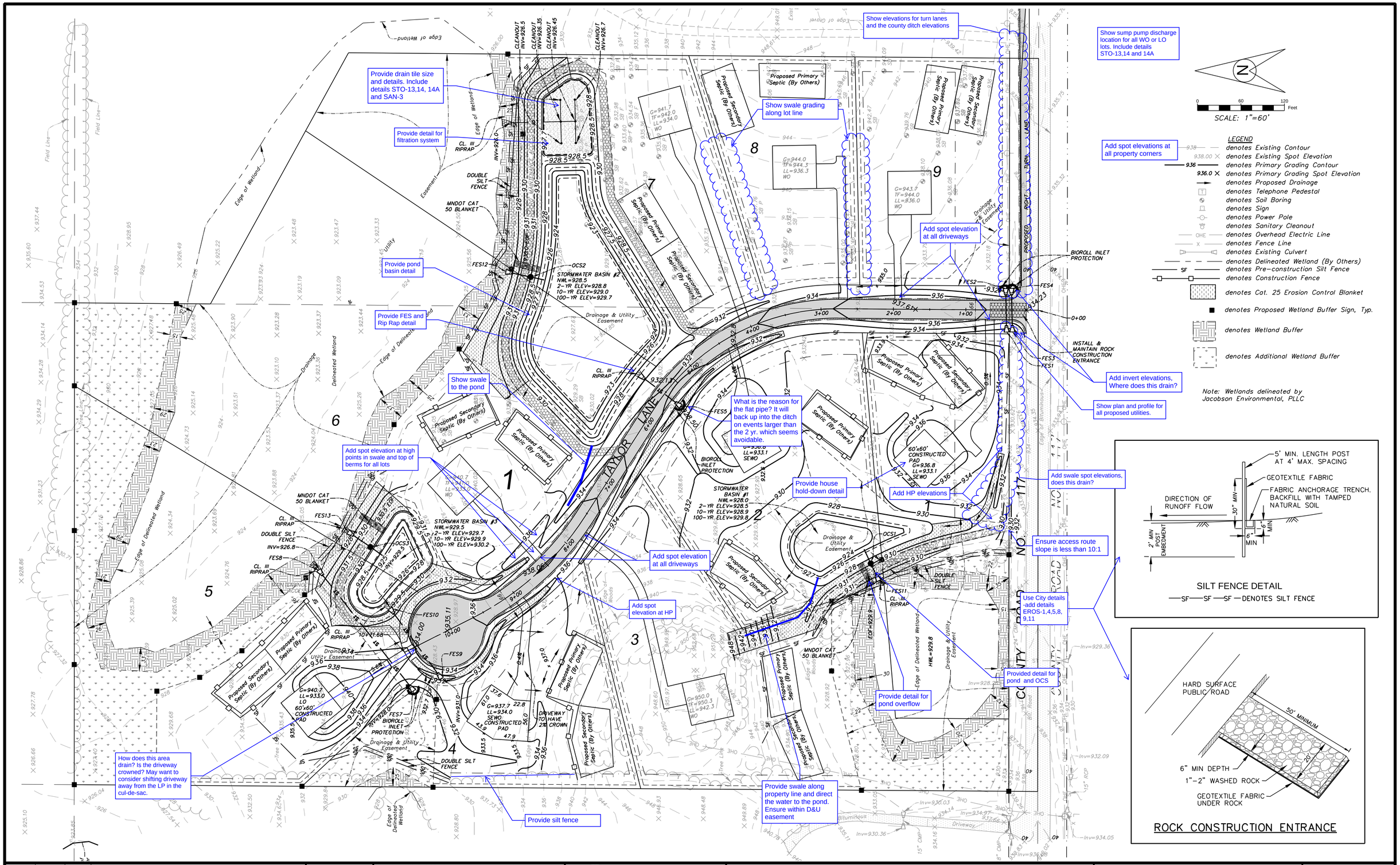
TAYLOR INLET
MIKE MOONEY
ROGERS, MN

PRELIMINARY STREET & STORM SEWER PLAN - TAYLOR LANE

SHEET NO. 6 OF 10 SHEETS

PROJECT NO: 23-0189

DATE: 5-24-24



REV. NO.	DATE	BY	DESCRIPTION
1	6-25-24	T.J.B.	REVISE PROPOSED ROAD NAME
2	8-27-24	T.J.B.	REVISE PER CITY REVIEW

DESIGNED P.E.O. DRAWN T.J.B.

CHECKED P.E.O.

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TAYLOR INLET

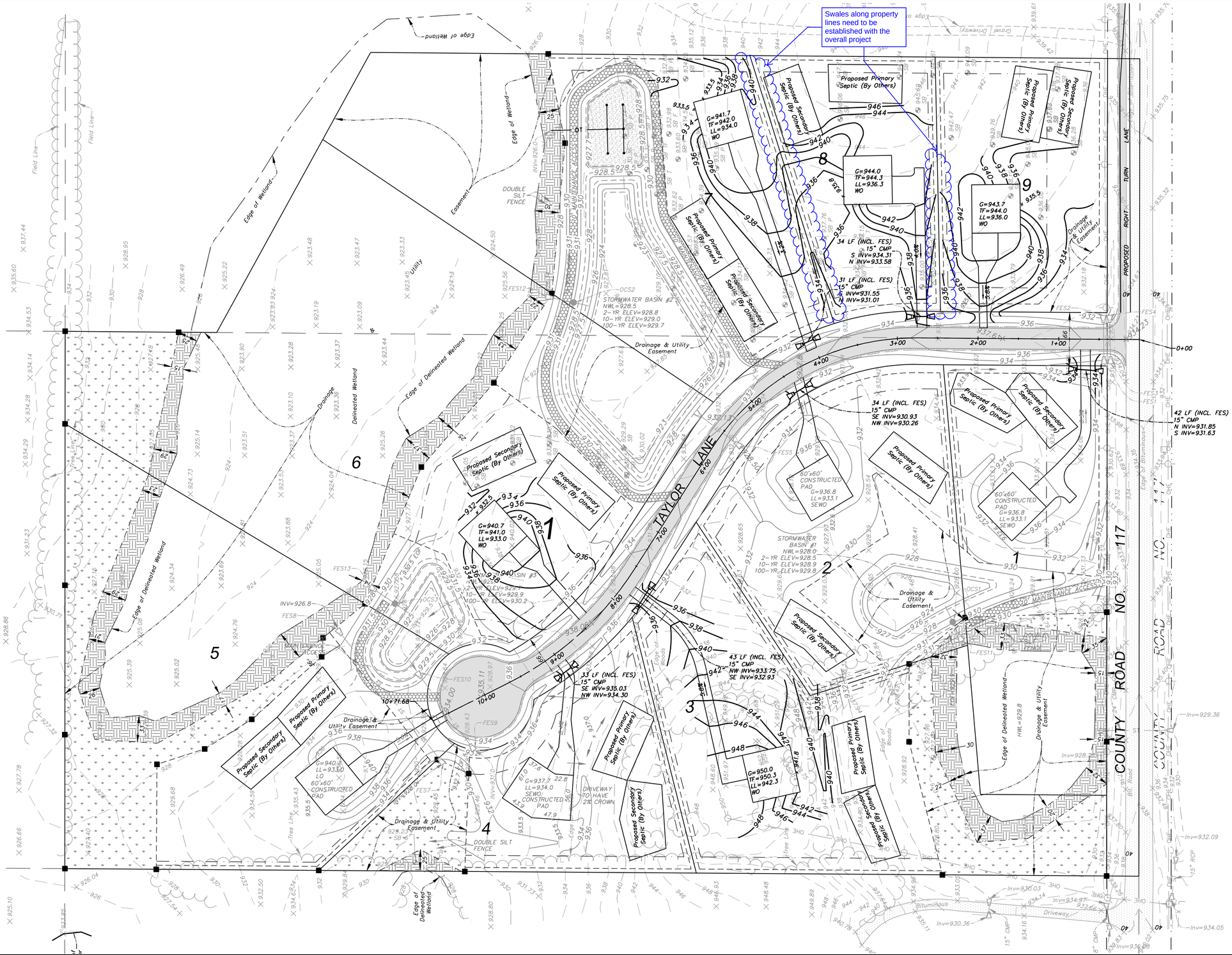
MIKE MOONEY
ROGERS, MN

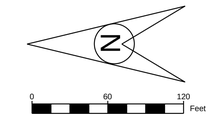
PRELIMINARY PRIMARY GRADING & EROSION CONTROL PLAN

SHEET NO. 7 OF 10 SHEETS

PROJECT NO: 23-0189

DATE: 5-24-24





SCALE: 1"=60'

LEGEND

- 938 — denotes Existing Contour
- 938.00 × denotes Existing Spot Elevation
- 936 — denotes Secondary Grading Contour
- 936.0 × denotes Secondary Grading Spot Elevation
- 936 — denotes Primary Grading Contour
- 936.0 × denotes Primary Grading Spot Elevation
- denotes Proposed Drainage
- denotes Telephone Pedestal
- denotes Soil Boring
- denotes Sign
- denotes Power Pole
- denotes Sanitary Cleanout
- OHE — denotes Overhead Electric Line
- denotes Fence Line
- denotes Existing Culvert
- denotes Delineated Wetland (By Others)
- denotes Proposed Wetland Buffer Sign, Typ.
- denotes Wetland Buffer
- denotes Additional Wetland Buffer

Note: Wetlands delineated by Jacobson Environmental, PLLC

NOTE: THIS PLAN IS SHOWN FOR REFERENCE ONLY. ACTUAL HOME/DRIVEWAY PLACEMENT AND PROPOSED GRADES SHALL BE DESIGNED WITH EACH PROPERTY AS PART OF THE BUILDING PERMIT PROCESS.

REV. NO.	DATE	BY	DESCRIPTION
1	6-25-24	T.J.B.	REVISE PROPOSED ROAD NAME
2	8-27-24	T.J.B.	REVISE PER CITY REVIEW

DESIGNED P.E.O. DRAWN T.J.B.
CHECKED P.E.O.

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TAYLOR INLET

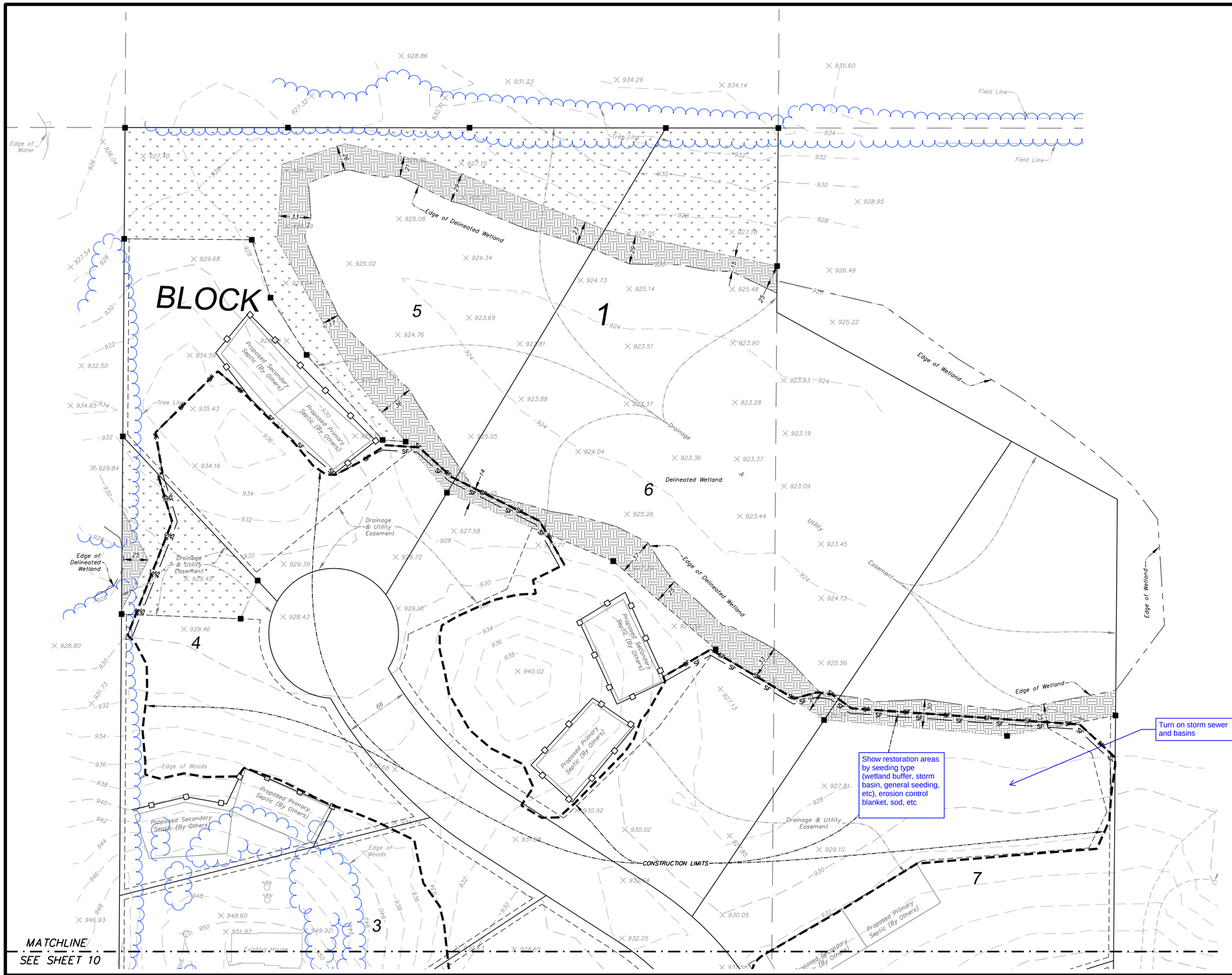
MIKE MOONEY
ROGERS, MN

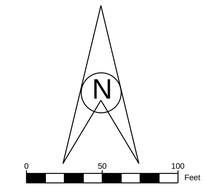
PRELIMINARY SECONDARY GRADING PLAN

SHEET NO. 8 OF 10 SHEETS

PROJECT NO: 23-0189

DATE: 5-24-24





SCALE: 1"=50'

WETLAND BUFFER AREAS:
WETLAND BUFFER REQUIRED (25' AVERAGE) = 61,637 S.F.
WETLAND BUFFER PROPOSED = 61,638 S.F.
ADDITIONAL WETLAND BUFFER = 99,575 S.F.

NOTE: WETLANDS DELINEATED BY JACOBSON ENVIRONMENTAL, PLLC.

LEGEND

- 932 — denotes Existing Contour
- 932.00 × denotes Existing Spot Elevation
- denotes Existing Telephone Pedestal
- denotes Existing Sign
- denotes Existing Power Pole
- denotes Existing Sanitary Cleanout
- denotes Existing Well
- OHE — denotes Overhead Electric Line
- x — denotes Fence Line
- denotes Existing Culvert
- denotes Delineated Wetland (By Others)
- denotes Existing Edge of Woods to be Preserved
- denotes Existing Edge of Woods to be Removed
- denotes Deciduous Tree Saved
- denotes Coniferous Tree Saved
- denotes Deciduous Tree Removed
- denotes Coniferous Tree Removed
- 1 denotes Existing Tree Tag #
- denotes Existing Tree
- SF — denotes Pre-construction Silt Fence
- denotes Post-grading Silt Fence
- denotes Construction Limits
- denotes Drainage and Utility Easement
- denotes Proposed Wetland Buffer Sign, Typ.
- denotes Wetland Buffer
- denotes Additional Wetland Buffer

Turn on storm sewer and basins

Show restoration areas by seeding type (wetland buffer, storm basin, general seeding, etc), erosion control blanket, sod, etc

Coordinate with Planning Department regarding replacement trees per sec 125-90

REV. NO.	DATE	BY	DESCRIPTION

DESIGNED P.E.O. DRAWN T.J.B.
CHECKED P.E.O.

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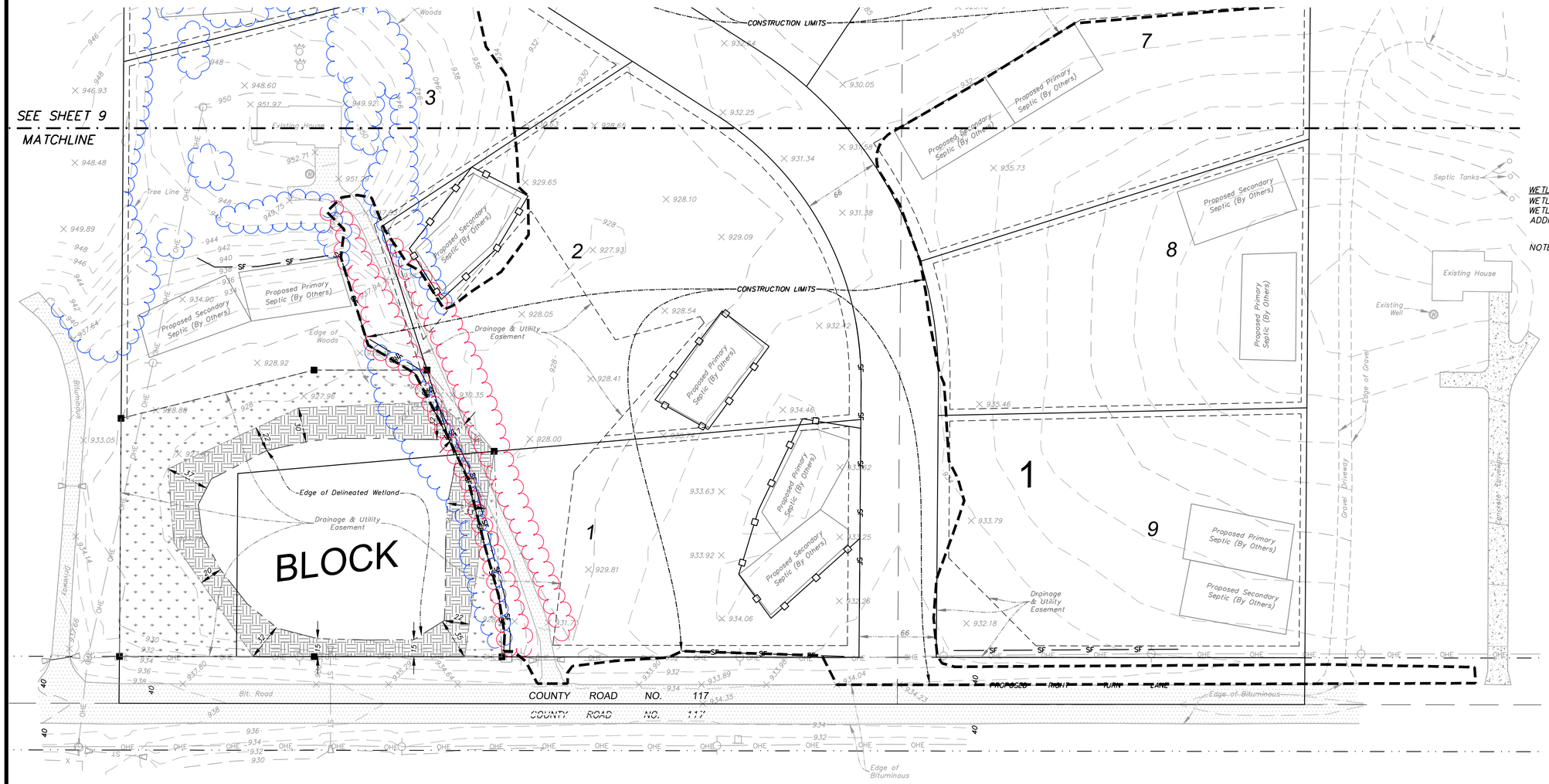
TAYLOR INLET
MIKE MOONEY
ROGERS, MN

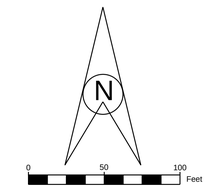
PRELIMINARY WETLAND BUFFER & TREE PRESERVATION PLAN (NORTH)

SHEET NO. 9 OF 10 SHEETS

PROJECT NO: 23-0189

DATE: 5-24-24





SCALE: 1"=50'

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WETLAND BUFFER PROPOSED = 61,638 S.F.
ADDITIONAL WETLAND BUFFER = 99,575 S.F.

NOTE: WETLANDS DELINEATED BY JACOBSON ENVIRONMENTAL, PLLC.

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- denotes Deciduous Tree Removed
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- denotes Drainage and Utility Easement
- denotes Proposed Wetland Buffer Sign, Typ.
- denotes Wetland Buffer
- denotes Additional Wetland Buffer

REV. NO.	DATE	BY	DESCRIPTION

DESIGNED P.E.O. DRAWN T.J.B.
CHECKED P.E.O.

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TAYLOR INLET
MIKE MOONEY
ROGERS, MN

PRELIMINARY WETLAND BUFFER & TREE PRESERVATION PLAN (SOUTH)

SHEET NO. 10 OF 10 SHEETS

PROJECT NO: 23-0189

DATE: 5-24-24

STAFF REPORT **Meeting Date**: October 22, 2024

ROGERS CITY COUNCIL **Agenda Item**: 5.8

Subject: Approve Resolution 2024-100, Approving Site Plan for Word of Peace Church Addition and Site Improvements at 21705 129th Ave N
Prepared By: Alec Henderson, City Planner

Overview / Background / Analysis
Word of Peace Lutheran Church (Applicant) has submitted a Zoning & Land Use application, requesting City approval of a Site Plan for an addition to the building at 21705 129th Ave N; (PID: 23-120-23-31-0079) ("Subject Property"). The proposal would add approximately 8,660 square feet of new building footprint to the north side of the principal building. The existing church is 30,780 square feet. The addition plans also include some remodeling of the existing building and the addition would provide additional office space, flex space, a kitchen, and an area that could be turned into offices if needed. The site has little change other than ten (10) added parking spaces (including 2 ADA stalls) on the west side of the building.

The proposed addition is simple and meets the required setbacks and impervious surface requirements. Additionally, the existing pond on site is sized for the addition and no additional ponding is required. The Planning Commission unanimously recommended approval of the site plan.

Primary Issues to Consider

- Land Use & Zoning
- Site Plan

Analysis of Primary Issues
Land Use & Zoning
The Subject Property is guided **Institutional** in the Rogers 2040 Comprehensive Plan, and is defined as follows: *Institutional includes government facilities, schools, churches, cemeteries and other public/semi-public uses. These uses may be neighborhood focal points and help provide neighborhood definition. Many provide places for community activities.*

The corresponding zoning for the Subject Property is **R2 Single Family Residential**. Religious assembly uses are *Permitted Uses* within this zoning district [City Code Section §125-50]. The proposal meets all setbacks and zoning requirements listed in City Code Section §125-55C(b)

Zoning and Land use requirements satisfied.

Site Plan
The existing use on the site – Word of Peace Lutheran Church – will not be changed. Proposed changes to the site would include adding approximately 8,660 square feet of building footprint to the north side of the principal building.

Demolition
Demolition would consist of removal of obstructions on the north side of the building, including a tree and an outdoor fire pit. Little is needed to be demoed or removed in the addition area.

Landscaping
Landscaping is not proposed for the site. Turf will need to be reestablished in the disturbed areas.

Materials
Stamped pre-cast concrete panels will be used as primary siding material for the addition, along with metal coping and fascia to match the existing building.

The proposed addition meets material requirements.

Staff Recommendation
Planning Commission recommended approval of Resolution 2024-100.

Motion to Approve Resolution 2024-100, Approving Site Plan for Word of Peace Church Addition and Site Improvements at 21705 129th Ave N.

Financial Impact: NA **Source Fund**: NA

Budgeted? N/A

Supporting Documentation
A. Resolution No. 2024-100_Site Plan_21705 129th Ave N Word of Peace Addition
B. Location Map (1)
C. Existing Conditions Survey
D. Word of Peace Narrative
E. Word of Peace - Site Plan

RESOLUTION NO. 2024-100

A RESOLUTION APPROVING A SITE PLAN FOR THE CONSTRUCTION OF A BUILDING ADDITION TO WORD OF PEACE LUTHERAN CHURCH AT 21705 129TH AVE N., ROGERS, MINNESOTA.

WHEREAS, Word of Peace Lutheran Church ("Fee Owner") submitted an application to the City of Rogers ("City"), requesting approval of a Site Plan for the construction of an approximately 8,660 square addition and site improvements at 21705 129th Ave N; and

WHEREAS, the property is 8.69 acres and guided Institutional and zoned Single Family Residential (R2) and legally described in Exhibit A ("Subject Property") (PID: 23-120-23-31-0079); and

WHEREAS, section 125-28 – Site Plan Amendment governs the procedures around site plan review processes for alterations to existing non-residential structures, and requires that alterations beyond 10% of the existing improvements requires Site Plan review and Section 125-27 states that "the Planning Commission shall evaluate the effects of the proposed site plans. This review shall be based upon, but not be limited to, compliance with the City's Comprehensive Plan and provisions of this Ordinance"; and

WHEREAS, the existing use of the Subject Property is for a Religious Assembly use, which are permitted uses in the R2 zoning district [§125-50 Table 4E], and the use is consistent with the Institutional land use guidance; and

WHEREAS, the proposed development does not create a new or expand an existing nonconformity and satisfies zoning and site plan review standards; and

WHEREAS, on October 7, 2024, the Planning Commission reviewed the request and voted unanimously to recommend approval to the City Council of the Site Plan Review, with the conditions.

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF ROGERS, MINNESOTA, the Site Plan request from Word of Peace Lutheran church is hereby approved for the construction of an addition and lot improvements on the Subject Property with the following conditions:

1. The site plan approval authorizes the applicant/owner to submit an addition permit that adds up to 9,526 square feet to the principal structure as well as any remodel permits as may be needed by the applicant.
2. The permit for the full addition may be issued upon revised civil plans being approved by Public Works and the City Engineer. Footing and Foundation permits may be submitted and issued after the City executes this site plan approval resolution.
3. The Civil plans shall be revised as required by the Public Works department and City Engineer.

Moved by Councilmember , seconded by Councilmember

The following voted in favor of said resolution:

The following voted against the same:

The following abstained:

Whereupon said resolution was declared duly passed and adopted, and was signed by the Mayor, and attested by the City Clerk dated this 22th day of October 2024.

_____
Rick Ihli, Mayor

ATTEST:

_____
Stacie Brown, City Clerk

EXHIBIT A

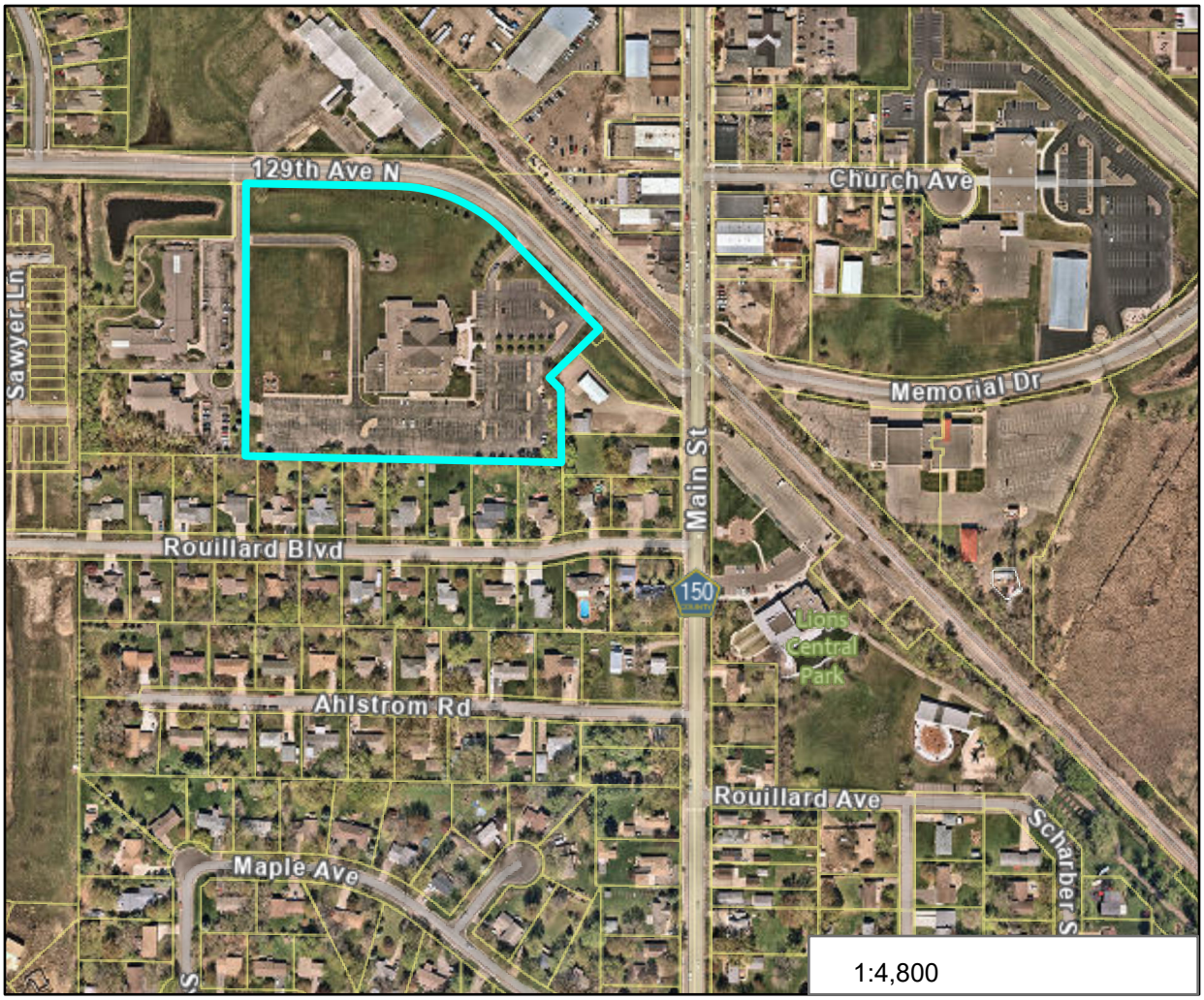
LEGAL DESCRIPTION

Subject Property
Lot 3, Block 1, DOWNTOWN REDEVELOPMENT, Hennepin County, Minnesota

PID # 23-120-23-31-0002

Hennepin County Property Map

Date: 10/1/2024



PARCEL ID: 2312023310079

OWNER NAME: Word Peace Lutheran Church

PARCEL ADDRESS: 21705 129th Ave N,Rogers MN 55374

PARCEL AREA: 8.69 acres, 378,324 sq ft

A-T-B: Both

SALE PRICE: $69,480

SALE DATE: 09/2002

SALE CODE: Vacant Land

ASSESSED 2023, PAYABLE 2024
PROPERTY TYPE: Commercial-Preferred
HOMESTEAD: Non-Homestead
MARKET VALUE: $0
TAX TOTAL: $0.00

ASSESSED 2024, PAYABLE 2025
PROPERTY TYPE: Commercial
HOMESTEAD: Non-Homestead
MARKET VALUE: $0

Comments:

This data (i) is furnished 'AS IS' with no representation as to completeness or accuracy; (ii) is furnished with no warranty of any kind; and (iii) is not suitable for legal, engineering or surveying purposes. Hennepin County shall not be liable for any damage, injury or loss resulting from this data.

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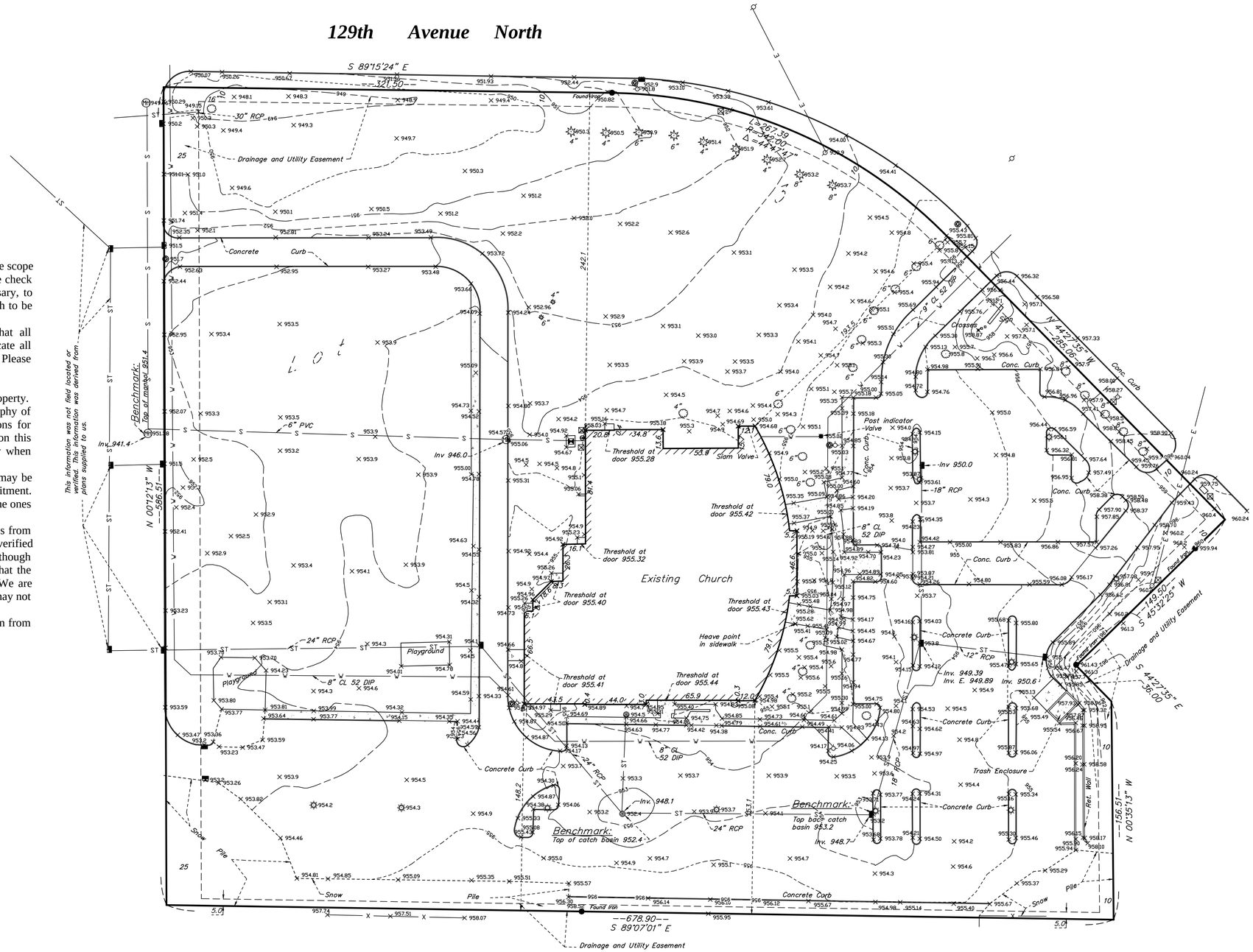
LEGAL DESCRIPTION:
Lot 3, Block 1, DOWNTOWN REDEVELOPMENT, Hennepin County, Minnesota.

SCOPE OF WORK & LIMITATIONS:

1. Showing the length and direction of boundary lines of the legal description listed above. The scope of our services does not include determining what you own, which is a legal matter. Please check the legal description with your records or consult with competent legal counsel, if necessary, to make sure that it is correct and that any matters of record, such as easements, that you wish to be included on the survey have been shown.
2. It should be noted that this survey was done under snow and ice conditions and that all improvements may or may not have been shown correctly. While we did our best to locate all improvements under the snow and ice, we can't be sure that all improvements were shown. Please look over the survey to be sure everything you need shown is shown correctly.
3. Showing the location of observed existing improvements we deem necessary for the survey.
4. Setting survey markers or verifying existing survey markers to establish the corners of the property.
5. Showing elevations on the site at selected locations to give some indication of the topography of the site. We have also provided a few benchmarks for your use in determining elevations for construction on this site. The elevations shown relate only to the benchmarks provided on this survey. Use those benchmarks and check at least one other feature shown on the survey when determining other elevations for use on this site or before beginning construction.
6. This survey has been completed without the benefit of a current title commitment. There may be existing easements or other encumbrances that would be revealed by a current title commitment. Therefore, this survey does not purport to show any easements or encumbrances other than the ones shown hereon.
7. All underground utility locations and invert elevations are derived from plans supplied to us from the City of Rogers. The location and depths of those underground utilities NEED to be verified before using this survey to design anything on this site. Per the site locations it appears as though the aforementioned plans were completed prior to recent updates on the site. It appears that the underground utilities may have been altered during the building of those improvements. We are relying on the aforementioned plans supplied to us and wanted to point out that those plans may not accurately reflect the utilities on site.
8. Note that all building dimensions and building tie dimensions to the property lines, are taken from the siding and or stucco of the building.

STANDARD SYMBOLS & CONVENTIONS:

"●" Denotes iron survey marker, set, unless otherwise noted.



DATE	REVISION DESCRIPTION

DRAWING ORIENTATION & SCALE

N

SCALE - 1" = 20'

0 20 40

CLIENT NAME / JOB ADDRESS

WORD OF PEACE

21705 129TH AVE
ROGERS, MN

Advance
Surveying & Engineering, Co.

17917 Highway 7
Minnetonka, Minnesota 55345
Phone (952) 474-7964
Web: www.advsur.com

I HEREBY CERTIFY THAT THIS PLAN, SURVEY OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

Thomas M. Bloom

42379
LICENSE NO.

MARCH 29, 2019
DATE

DATE SURVEYED: MARCH 25, 2019

DATE DRAFTED: MARCH 29, 2019

SHEET TITLE
EXISTING CONDITIONS SURVEY

DRAWING NUMBER
190190 TB

SHEET SIZE *22 X 34*

SHEET NO.
S1

SHEET 1 OF 1

Word of Peace
21705 129th Avenue North
Rogers, Minnesota 55374

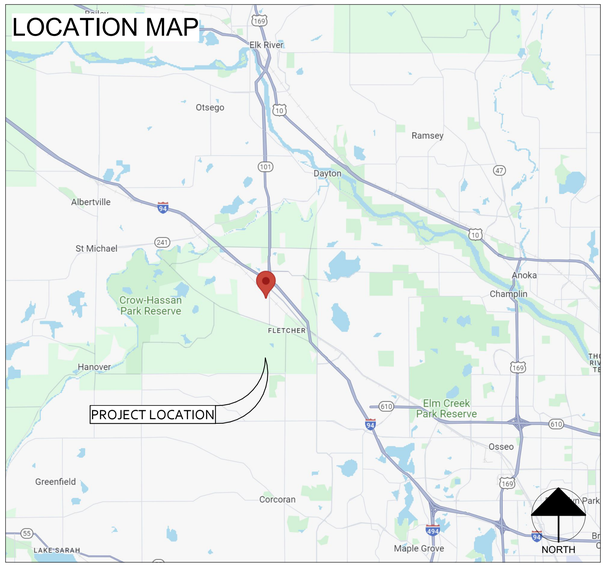
Word of Peace will celebrate it's 50th anniversary of serving the Rogers community in 2025. The requested site plan review for a multipurpose and admin addition will allow Word of Peace to continue to do so for many more years. The large multipurpose room will better support the ministry by allowing the sanctuary to remain set up as such while still having a large space for the kids and youth to play and gather, adult education classes, and larger outside groups to meet. The relocation of the warming kitchen to be adjacent to the multipurpose room will allow for easier service for funeral lunches and other events. The admin offices added will replace the offices lost to widen the hall in front of the multipurpose room and the shell space will allow for easier addition of offices in the future with less overall disruption. Providing the weekday entrance with additional handicap parking at the new admin location will allow for a more secure building and additional direct access to that portion of the building.

The proposed project is consistent with current allowable use on the site and the new square footage is integral to better flow and efficiency of the current ministry functions and will allow for the room to expand those functions in ways that continue to serve and benefit the community. The proposed addition is at a lower height than the current building, is proposed to be constructed of stamped precast to match the existing buildings finishes, and is proposed to meet all building codes and standards. The Church is involved in many different community events and outreach efforts and the City's support in this site plan review will allow that to continue and grow.

REMODEL AND ADDITION FOR:

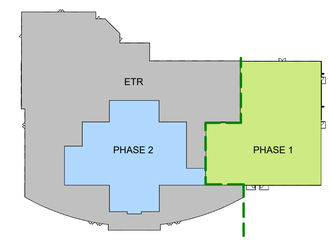
WORD OF PEACE

21705 129th Avenue North, Rogers, MN 55374



PERSPECTIVE

*ARTIST'S RENDERING - NOT TO BE USED FOR CONSTRUCTION



PHASING PLAN

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ABBREVIATIONS

A	
&	AND
ABV	ABOVE
ACOUS	ACOUSTICAL
AC	AIR CONDITIONING
ADA	AMERICANS W/ DISABILITY ACT
ACC	ACCESSIBLE
ADD	ADDENDUM
ADDL	ADDITIONAL
ADJ	ADJACENT
AFF	ABOVE FINISH FLOOR
AG	ABOVE GROUND
ALT	ALTERNATE
ALUM	ALUMINUM
APPROX	APPROXIMATE
ARCH	ARCHITECTURAL
B	
BD	BOARD
BF	BARRIER FREE
BLDG	BUILDING
BLKG	BLOCKING
BLW	BELOW
BM	BEAM
BO	BY OTHERS
BOT	BOTTOM
BSMT	BASEMENT
BTWN	BETWEEN
C	
CAB	CABINET
CB	CHALKBOARD
CI	CAST IRON
CL	CENTERLINE
CLG	CEILING
CMU	CONCRETE MASONRY UNIT
COL	COLUMN
CONC	CONCRETE
CONF	CONFERENCE
CONN	CONNECT
CONST	CONSTRUCTION
CONT	CONTINUOUS
CONTR	CONTRACTOR
COORD	COORDINATE
CORR	CORRIDOR
CT	CERAMIC TILE
CTR	CENTER
CPT	CARPET
D	
DEMO	DEMOLITION
DET	DETAIL
DF	DRINKING FOUNTAIN
DIA	DIAMETER
DN	DOWN
DP	DEEP
DR	DOOR
DRWR	DRAWER
DWG	DRAWING
E	
EA	EACH
ELEC	ELECTRICAL
EL	ELEVATOR
ELEV	ELEVATION
EMERG	EMERGENCY
EQ	EQUAL
ETC	ETCETERA
ETR	EXISTING TO REMAIN
EXH	EXHAUST
EXST, (E)	EXISTING
EXP	EXPANSION
EJ	EXPANSION JOINT
EXT	EXTERIOR
F	
F	FILLER
FF&E	FURNITURE AND EQUIPMENT
FD	FLOOR DRAIN
FIN	FINISH
FLR	FLOOR
FND	FOUNDATION
FO	FACE OF
FOM	FACE OF MASONRY
FOS	FACE OF STUD
FRP	FIBERGLASS REINFORCED PANEL
FT	FOOT
FTG	FOOTING
FUT	FUTURE
G	
GA	GAUGE
GAL	GALLON
GALV	GALVANIZED
GYP BD	GYPSUM BOARD
GCT	GLAZED CERAMIC TILE
GEN	GENERAL
GLU-LAM	GLU-LAMINATED
GLZG	GLAZING
GRD	GRADE
GT	GATE
H	
HB	HOSE BIB
HC	HANDICAPPED
HD	HEAD
HM	HOLLOW METAL
HORIZ	HORIZONTAL
HR	HOUR
HRDWR	HARDWARE
HGT	HEIGHT
HTG	HEATING
I	
ID	INSIDE DIAMETER
IN	INCH
INCL	INCLUDED
INSUL	INSULATION
INT	INTERIOR
IRRIG	IRRIGATION
J	
JAN	JANITOR
JT	JOINT
K	
KIT	KITCHEN
L	
LAV	LAVATORY
LB	POUND
LF	LINEAL FOOT
LOC	LOCATION
LVR	LOUVER
LVT	LUXURY VINYL TILE
M	
MAN	MANUAL
MAS	MASONRY
MAX	MAXIMUM
MECH	MECHANICAL
MFR	MANUFACTURER
MIN	MINIMUM
MISC	MISCELLANEOUS
MNT	MOUNT
MNTD	MOUNTED
MIR	MIRROR
MTL	MATERIAL
N	
N	NONE
N/A	NOT APPLICABLE
NIC	NOT IN CONTRACT
NO	NUMBER
NOM	NOMINAL
NTS	NOT TO SCALE
O	
OC	ON CENTER
OD	OUTSIDE DIAMETER
OPP	OPPOSITE
OPNG	OPENING
ORD	OVERFLOW ROOF DRAIN
P	
PT	PAINT
PTD	PAPER TOWEL DISPENSER
PVG	PAVING
PR	PAIR
PL	PLATE
PLAM	PLASTIC LAMINATE
PLBG	PLUMBING
PLYWD	PLYWOOD
PSI	POUNDS PER SQUARE INCH
PWR	POWER
PFN	PREFINISHED
PRELIM	PRELIMINARY
PRESS	PRESSURE
PRIM	PRIMARY
PROJ	PROJECT
R	
R/A	RETURN AIR
RD	ROOF DRAIN
REC	RECESSED
REINF	REINFORCED
REF	REFRIGERATOR
REQ'D	REQUIRED
RM	ROOM
RO	ROUGH OPENING
S	
SF	SQUARE FOOT
S/A	SUPPLY AIR
SAN	SANITARY
SCHED	SCHEDULE
SECT	SECTION
SHT	SHEET
SIM	SIMILAR
SPEC	SPECIFICATION
SQ	SQUARE
SS	STAINLESS STEEL
STD	STANDARD
STL	STEEL
STOR	STORAGE
STRUCT	STRUCTURAL
ST-GLZ	STAIN GLASS
SUSP	SUSPENDED
SYST	SYSTEM
T	
T	TILE
TEMP	TEMPORARY
THK	THICK
TO	TOP OF
TPD	TOILET PAPER DISPENSER
TYP	TYPICAL
U	
UG	UNDERGROUND
UNO	UNLESS OTHERWISE NOTED
V	
V	VINYL
VCT	VINYL COMPOSITION TILE
VERT	VERTICAL
VEST	VESTIBULE
VIF	VERIFY IN FIELD
VOL	VOLUME
VTR	VENT THRU ROOF
W	
W/	WITH
WC	WATER CLOSET
WD	WOOD
WH	WATER HEATER
W/O	WITHOUT
W/I	WITHIN
WT	WEIGHT

SYMBOLS

1 A-101 EAST ELEVATION SCALE: 1/8" = 1'-0"	DETAIL NAME
NAME ELEVATION	ELEVATION LINE
SIM 1 A-101	ELEVATION REFERENCE
A B C D 1 A-101	INTERIOR ELEVATIONS
SIM 1 A-101	DETAIL REFERENCE
SIM 1 A-101	SECTION REFERENCE
	GRID HEAD - NEW
	GRID HEAD - EXISTING
CLASSROOM 112	ROOM NAME ROOM NUMBER
?	KEYNOTE
?	WINDOW TYPE
?	DOOR TYPE
M3b	WALL TYPE
	BREAK LINE
NORTH	NORTH ARROW

PROJECT TEAM

OWNER:	WORD OF PEACE 21705 129TH AVENUE NORTH ROGERS, MINNESOTA 55374
ARCHITECT:	VANMAN ARCHITECTS AND BUILDERS 6701 W 23RD ST. MINNEAPOLIS, MINNESOTA 55442 PHONE: 763-541-9552 FAX: 763-541-9857 PROJECT ARCHITECT: HOLLY BURLEY (holly@vanmanab.com)
GENERAL CONTRACTOR:	VANMAN ARCHITECTS AND BUILDERS 6701 W 23RD ST. MINNEAPOLIS, MINNESOTA 55442 PHONE: 763-541-9552 FAX: 763-541-9857 PROJECT MANAGER: BRENT CHRISTENSEN (brent@vanmanab.com)
INTERIOR DESIGNER:	DESIGN/BUILD
STRUCTURAL ENGINEER:	REVIVED STRUCTURAL DESIGN 1153 16TH AVE SE MINNEAPOLIS, MINNESOTA 55414 PHONE: 630-596-6833 STRUCTURAL ENGINEER: MATT HEIMANN (matt@revivedstructural.com)
MECHANICAL ENGINEER:	DESIGN/BUILD AS&W MECHANICAL CORPORATION 13475 RED FOX ROAD ROGERS, MN 55374 PHONE: 612-412-7272 CONTACT: ASHIE WAHBA (maintenance@asw-mn.com)
PLUMBING ENGINEER:	DESIGN/BUILD GR MECHANICAL 12401 IRONWOOD CIRCLE, SUITE 500 ROGERS, MN 55374 PHONE: 763-428-2663 CONTACT: TODD TOUSIGNANT (todd@grmechanical.com)
ELECTRICAL ENGINEER:	DESIGN/BUILD AS&W MECHANICAL CORPORATION 13475 RED FOX ROAD ROGERS, MN 55374 PHONE: 612-412-7272 CONTACT: ASHIE WAHBA (maintenance@asw-mn.com)

ALTERNATES

1	**ADD ALTERNATE #1** MULTIPURPOSE MOVABLE WALL
2	**ADD ALTERNATE #2**
3	**ADD ALTERNATE #3**

VANMAN architects and builders
6701 West 23rd Street
St. Louis Park, MN 55426
(763) 541-9552
FAX: (763) 541- 9857
www.vanmanab.com

NOT FOR CONSTRUCTION

Remodel and Addition For:

WORD OF PEACE

21705 129th Avenue North
Rogers, MN 55374

ISSUE DATE: xx , 2024

#	DATE	DESCRIPTION

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA

PRINT NAME: Holly Burley
SIGNATURE:
DATE: REGISTRATION #55239

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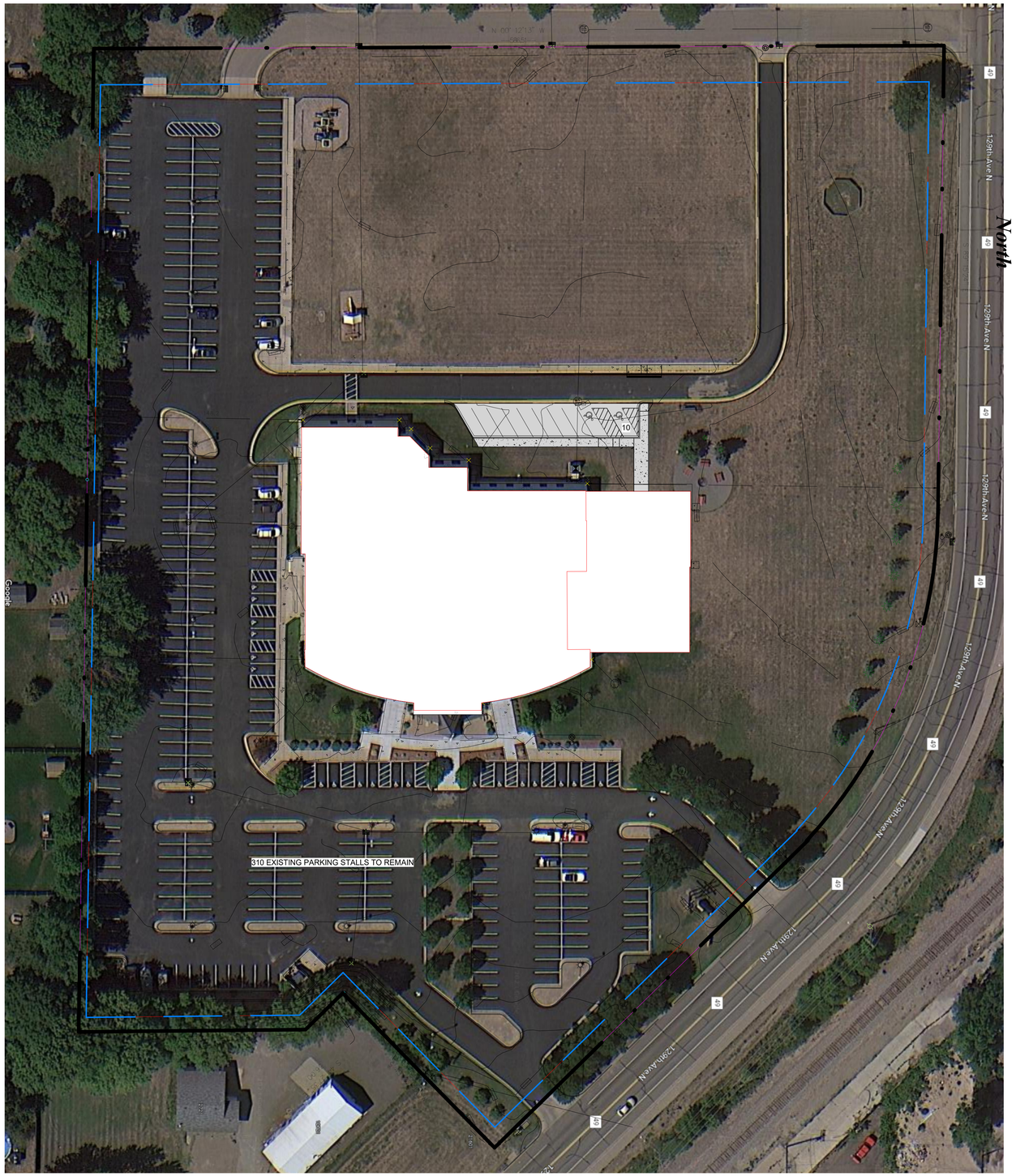
TITLE SHEET

G-001

A2331



1
A-100

SITE PLAN

SCALE: 1" = 40'-0"

NORTH

LANDSCAPE SYMBOL LEGEND

- OVERSTORY TREES
- CONIFEROUS TREES
- ORNAMENTAL TREES
- SHRUBS
- PERENNIAL PLANTINGS
- DEMOLISHED TREES
- EXISTING TREES
- ACCESSIBLE PARKING STALL

GENERAL NOTES

A. SOD ALL DISRUPTED LAND IN WORK AREA. SEE PLAN FOR UNDISTURBED AREA

B. SEE CIVIL DRAWINGS FOR ADDITIONAL INFORMATION

C. PROTECT EXISTING IRRIGATION AND MODIFY AS REQUIRED FOR NEW AND DISTURBED AREA

VANMAN
architects and builders
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St. Louis Park, MN 55426
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PRINT NAME: Holly Burley
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DATE: REGISTRATION #55239

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SITE PLAN

A-100

A2331

CODE SUMMARY ANALYSIS

2020 MINNESOTA STATE BUILDING CODE AND 2020 MINNESOTA ACCESSIBILITY CODE

CHAPTER 3 - USE AND OCCUPANCY CLASSIFICATION
SECTION 303 - ASSEMBLY GROUP A-3 (Place of Religious Worship)

CHAPTER 5 - GENERAL BUILDING HEIGHTS AND AREAS
SECTION 503 General Building Height and Area Limitations
Construction Type: V-B
Occupancy Group: Assembly A-3
Sprinklered - S

Table 504.3 and 504.4 Allowable Height and Stories = 60' (2 stories)
Table 506.2 Allowable Area = 24,000 sf

ALLOWABLE AREA:
- Based on Minnesota Building Code 2020 Table 506.2

$A_a = \{A_t + [NS \times I_f]\}$	Allowed	Proposed
A_t = Tabular Area per story in accordance with Table 506	24,000 SF	
I_f = Frontage Increase per Section 506.2 $I_f = [F/P - 0.25]\ W/30$ (F=352; P=352; W=30) $I_f = [876/876 - 0.25]\ 30/30 = 0.75$	18,000 SF	
Total Allowable Area (per story)	42,000 SF	
Existing Building Footprint		30,760 SF
Proposed Additional Building Footprint		7,700 SF
Total Building Footprint		38,460 SF

CHAPTER 6 - TYPES OF CONSTRUCTION

SECTION 602 Construction Classification
Type V-B (Section 602.2)

Table 601 - Fire-Resistance Rating Requirements for Building Elements (hours)

Structural Frame	**0 HR**
Bearing Walls	**0 HR**
Nonbearing Walls and Partitions	**0 HR**
Floor Construction	**0 HR**
Roof Construction	**0 HR**

CHAPTER 8 - INTERIOR FINISHES
TABLE 803.13 INTERIOR WALL AND CEILING FINISH REQUIREMENTS

Corridors	Class C
Exit Access	Class B
Rooms and Enclosed spaces	Class C

Class C = Flame spread index 76-200 = Smoke developed index 0-450
Class B = Flame spread index 26-75 = smoke developed index 0-450

CHAPTER 9 - FIRE PROTECTION SYSTEMS

SECTION 903 Automatic Sprinkler System
** Fire Sprinkler System to be modified for addition*

SECTION 906 Portable Fire Extinguishers

906.3 Portable Fire Extinguishers
Semi-Recessed fire extinguisher cabinets provided.
Building owner to furnish and maintain extinguishers.
- Required maximum travel distance not to exceed 75'-0"
(see plan for proposed locations)

SECTION 907 Fire Alarm System

*Provided in accordance with 907.2.1

CHAPTER 10 - MEAN OF EGRESS

SECTION 1004 OCCUPANT LOAD

1004.1 Design Occupant Load

Table 1004.5 Maximum Floor Area Allowances per Occupant

Assembly without fixed seats
Concentrated (chairs only - not fixed) = 7 net
Unconcentrated (tables & chairs, meeting & stage) = 15 net
Business Areas, Kitchenette = 150 gross
Educational - Classroom Areas/Sound Booth = 20 net
Accessory storage/mechanical areas = 300 gross

SECTION 1005 Means of Egress Sizing

Table 1005.3.1 & 1005.3.2 Other egress components (With Sprinkler System)
Exception: Building includes Automatic Sprinkler System and Emergency Voice/Alarm communication system.
Inches per occupant = 0.15 @ Egress Components (Doors)
Inches per occupant = 0.20 @ Stairways

SECTION 1006 Number of Exits and Exit Access Doorways

1006.2 Exit or exit access doorways required:
2 exits required when occupant load exceeds 49
3 or more exits shall be required if occupant load exceeds 501
4 or more exits shall be required if occupant load exceeds 1,000

Table 1006.2.1 Common Path of Egress Travel: Shall not excced 75 feet

SECTION 1017 Exit Access Travel Distance

Table 1017.2 Exit Access Travel Distance:
A Occupancy, maximum travel distance = 250' (when fully sprinkled)

SECTION 1018 Aisles
1018.2.1 Aisles and aisle accessways
Plan designed to comply with Section 1029.

SECTION 1029 Assembly
1029.2 Assembly main exit.
Group A Occupancies that have an occupant load of greater than 300 shall be provided with a main exit. The main exit shall be sufficient width to accommodate not less than one-half the occupant load, but such width shall not be less than the total required width of all means of egress leading to the exit.
(See 1/G-101 to show number of occupants exiting the Assembly space)

1029.8 Common path of egress travel
The common path of egress travel shall not exceed 30 feet from any seat to a point where an occupant has a choice of two paths of egress travel to two exits.

1029.8.1 Path through adjacent row
Where one of the two paths of travel is across the aisle through a row of seats to another aisle, there shall be not more than 24 seats between the two aisles, and the minimum clear width between rows for the row between the two aisles shall be 12 inches plus 0.6 inch for each additional seat above seven in the row between aisles.
Note: All elevated seating to have fixed seating with automatic self rising seats.
Note: 22" CLEAR is provided for all aisles in the elevated seating area when the seat is the raised position.

1029.9.1 Minimum aisle width
1. 48" for aisle stairs having seating on each side.
2. 36" for aisles having seating on only one side.
3. 23" between an aisle stair handrail or guard and seating where the aisle is subdivided by a handrail.

1029.17.3 Sightline-constrained guard heights
A minimum height of 26" shall be provided where the floor elevation is more than 30" above the floor below.

PLUMBING FIXTURE CALCULATIONS

CHAPTER 29 - PLUMBING SYSTEMS

PLUMBING FIXTURE COUNT:
- 2020 International Building Code (Table 2902.1)

1,635 TOTAL OCCUPANTS: 818 Male & 818 Female

WATER CLOSETS REQUIRED:

MALE = 1 Water Closet per 150 Occupants
818 Male Occupants = 6 Water Closets Required
6 Water Closets Provided
(3 toilets and 3 urinals)

FEMALE = 1 Water Closet per 75 Occupants
818 Female Occupants = 11 Water Closets Required
11 Water Closets Provided

LAVATORIES REQUIRED:
Occupancy A-3 "Places of Worship" = 1 per 200

817 Males = 5 Lavatories Required,
5 Lavatories Provided
817 Females = 5 Lavatories Required,
6 Lavatories Provided

DRINKING FOUNTAINS REQUIRED:
1 Drinking Fountain Required per 1,000
2 Drinking Fountains Required
2 Dual-Ht Drinking Fountain Existing

OTHER:
1 Service Sink Required, **1 Service Sinks Provided**

MINNESOTA ACCESSIBILITY CODE 2020

SECTION 1105 - ACCESSIBLE ENTRANCES

1105.1 Public Entrances
At least 60% of all public entrances shall be accessible - this is provided

SECTION 1106 - PARKING AND PASSENGER LOADING FACILITIES

Table 1106.1 Accessible Parking Spaces
7 Required
7 Provided

SECTION 1108 - SPECIAL OCCUPANCIES

Table 1108.2.2.1 Accessible Wheelchair spaces
7 Required
6 Provided
1108.2.3 Companion seat - Provided as required

Table 1108.2.7.1 Assistive Listening Systems
22 Receivers Required
6 Receivers required to be Hearing-Aid Compatible
-Provided and specified by AV Consultant

SECTION 1109 - OTHER FEATURES AND FACILITIES

1109.2.1 Family or assisted-use toilet - PROVIDED as required (Toilet opposite music room #144)

2024 MINNESOTA STATE ENERGY CODE

MN ENERGY CODE PATHWAY: 2019 ASHRAE 90.1 AS AMENDED BY MN
CLIMATE ZONE: 6

ROOF INSULATION ABOVE DECK	R-VALUE 30 CI MIN
ABOVE GRADE WALL INSULATION MASS WALL MTL FRAMED WALL	 R-VALUE 13.3 CI MIN R-VALUE 13 + 12.5 CI MIN
BELOW GRADE WALL INSULATION BELOW GRADE WALL	 R-VALUE 10 MIN
FLOORS MASS	 R-VALUE 16.7 CI MIN
SLAB EDGE INSULATION COMM, W/O IN FLOOR HEAT	 R-VALUE 20 FOR 24" MIN
OPAQUE DOORS SWINGING	 U-0.370
FIXED FENESTRATION ASSEMBLY MAX U ASSEMBLY MAX SHGC MIN VT/SHGC	 0.34 0.38 1.1
OPERABLE FENESTRATION ASSEMBLY MAX U ASSEMBLY MAX SHGC MIN VT/SHGC	 0.42 0.34 1.1
ENTRANCE DOOR ASSEMBLY MAX U ASSEMBLY MAX SHGC MIN VT/SHGC	 0.63 0.34 1.1

CITY OF ROGERS ZONING INFORMATION

PID 2312023310079
Zoned R-2, religious institutions are an allowable use

PARKING
1 per 3 worship seats - 560 seats / 3 = 187 parking spots required
249 existing spots provided
10 new parking spots provided

IMPERVIOUS
8.69 acres = 378,324 sq ft
allowable impervious = 75%
170,030 sq ft existing impervious = 44.9%
10,890 sq ft proposed additional impervious = total 47.8%

EXTERIOR COMPONENT TYPES

NEW CONC SLAB ON GRADE CONSTRUCTION
R-VALUE 20 MIN FOR 24"

4" REINFORCED CONCRETE SLAB
VAPOR RETARDER
6" MINIMUM GRANULAR FILL

NEW ROOF CONSTRUCTION
R-VALUE 30 MIN

SINGLE PLY EPDM - R = 0.0
1/2" MINERAL FIBERBOARD - R = 1.32
TAPERED (4.75" MIN) RIGID INSULATION - R = 30 MIN
1-1/2" MTL DECK - R = 0.0
STEEL FRAMING - 1 HR MIN - R = 0.0
3-5/8" MTL STUD FRAMING - R = 0.0
1"x4" T&G WD BRDS. - R = 0.56

NEW PRECAST CONCRETE WALL CONSTRUCTION
R-VALUE 13.3 CI MIN

12" INSULATED PRECAST CONCRETE WALL CONSTRUCTION - R = 28.2 CI

NEW ROOF CONSTRUCTION
R-VALUE 30 MIN

SINGLE PLY EPDM - R = 0.0
1/2" MINERAL FIBERBOARD - R = 1.32
4" POLYISOCYANURATE - R = 20
1-1/2" METAL DECK - R = 0.0

NEW ROOF CONSTRUCTION
R-VALUE 30 MIN

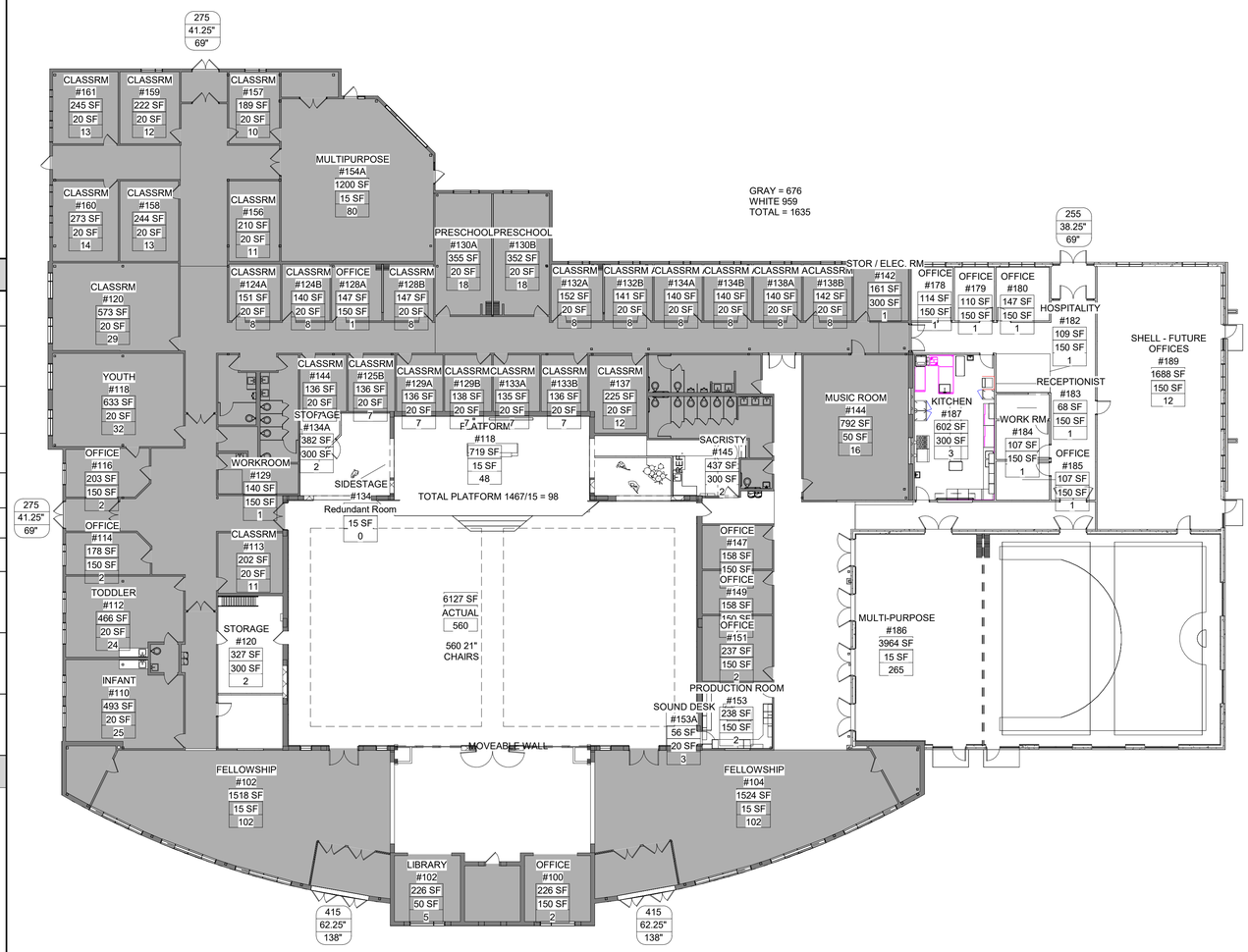
SINGLE PLY EPDM - R = 0.0
1/2" MINERAL FIBERBOARD - R = 1.32
TAPERED RIGID INSULATION - R = 20 MIN
1-1/2" MTL DECK - R = 0.0
STEEL FRAMING - R = 0.0
3-5/8" MTL STUD FRAMING - R = 0.0
5/8" GYP SHEATHING - R = 0.56

KEYNOTES:

1. SEMI-RECESSED FIRE EXTINGUISHER CABINET LOCATION, VERIFY LOCATION WITH LOCAL FIRE MARSHAL. OWNER TO PROVIDE AND SERVICE PORTABLE FIRE EXTINGUISHER. SEE DETAIL 12/A-401
2. DRINKING FOUNTAIN (DUAL HEIGHT) SEE DETAIL 18/A-403
3. BARRIER-FREE TOILET ROOM
4. JANITOR SINK
5. FIRE DEPARTMENT CONNECTION - HORN & STROBE ABOVE
6. SPRINKLER RISER ROOM
7. MAX. OCCUPANCY CODE SIGNAGE AS REQ'D BY CODE
8. FIRE DEPARTMENT KNOX BOX. INSTALL 5'-0" AFF - VERIFY LOCATION W/ CITY OF MINNETONKA

CODE SYMBOL LEGEND:

1,000	ROOM FLOOR AREA (SF)
15	OCCUPANT LOAD FACTOR
67	OCCUPANT LOAD
179	OCCUPANTS EXITING
26.85"	REQ'D WIDTH
33"	DOOR WIDTH PROVIDED
104	OCCUPANTS EXITING THIS AREA
	1 HOUR FIRE BARRIER



1 / G-101 CODE PLAN
SCALE: 1/16" = 1'-0"

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FAX: (763) 541- 9857
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NOT FOR CONSTRUCTION

Remodel and Addition For:

WORD OF PEACE

21705 129th Avenue North
Rogers, MN 55374

ISSUE DATE: APRIL , 2024

#	DATE	DESCRIPTION

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SIGNATURE:
DATE: REGISTRATION #55239

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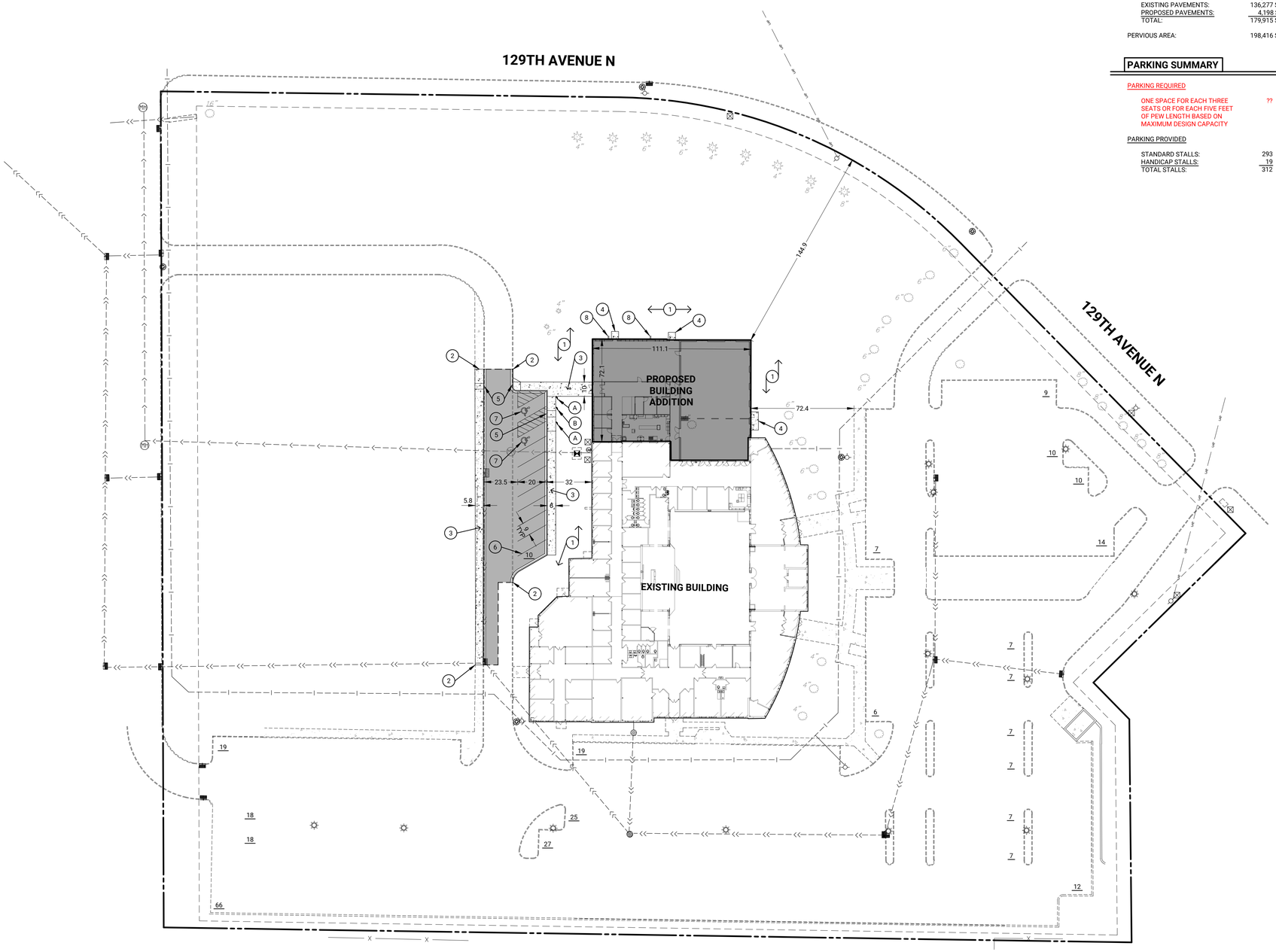
CODE ANALYSIS & REFERENCE PLAN

G-101

A2331



SITE DATA

EXISTING ZONING:	R2	
PROPOSED ZONING:	R2	
PARCEL AREA:	378,331 SF	
IMPERVIOUS AREA:		
EXISTING BUILDING:	30,780 SF	8%
PROPOSED BUILDING:	8,660 SF	2%
EXISTING PAVEMENTS:	136,277 SF	36%
PROPOSED PAVEMENTS:	4,198 SF	1%
TOTAL:	179,915 SF	48%
PERVIOUS AREA:	198,416 SF	52%

PARKING SUMMARY

PARKING REQUIRED

ONE SPACE FOR EACH THREE SEATS OR FOR EACH FIVE FEET OF PEW LENGTH BASED ON MAXIMUM DESIGN CAPACITY ??

PARKING PROVIDED

STANDARD STALLS:	293
HANDICAP STALLS:	19
TOTAL STALLS:	312

LEGEND

EXISTING	PROPOSED	
		PROPERTY LINE
		EASEMENT LINE
		BITUMINOUS PAVEMENT
		CONCRETE WALK
		CURB LINE
		STORM SEWER
		SANITARY SEWER
		WATER MAIN
ue		UNDERGROUND ELECTRIC
SEE SURVEY		STORM CATCH BASIN
SEE SURVEY		STORM MANHOLE
SEE SURVEY		STORM FLARED END SECTION
SEE SURVEY		HYDRANT
SEE SURVEY		GATE VALVE
SEE SURVEY		OTHER SYMBOLS

BENCHMARK

TOP OF ROUND CASTING OF CATCH BASIN LOCATED IN PARKING LOT SOUTH OF CHURCH

ELEVATION: 952.4 (SEE SURVEY)

SITE PLAN NOTES

1. ALL DIMENSIONS ARE TO FACE OF CURB AND OUTSIDE FACE OF BUILDING UNLESS OTHERWISE NOTED.
2. ALL CURB AND GUTTER SHALL BE B612 UNLESS OTHERWISE NOTED.
3. ALL PEDESTRIAN RAMPS SHALL MEET CURRENT ADA STANDARDS.
4. UNLESS OTHERWISE SHOWN IN THE PLANS, CONTRACTOR SHALL PROVIDE CONTROL JOINTS AND EXPANSION JOINTS IN SLAB ON GRADE, SIDEWALKS, AND DRIVES PER THE FOLLOWING REQUIREMENTS:

CONTROL JOINTS: WALKS @ 8' SPACING
OTHERS @ 10' SPACING

SAWCUT CONTROL JOINTS MINIMUM ¼ CONCRETE THICKNESS.

EXPANSION JOINTS: WALKS @ 24' SPACING
OTHERS @ 40' SPACING

PROVIDE EXPANSION JOINT AT ALL POINTS WHERE A CHANGE IN PAVEMENT THICKNESS OCCURS AND WHERE NEW PAVEMENT WILL MATCH EXISTING PAVEMENT.

DOWEL ALL EXPANSION JOINTS AT 24" SPACING MAX.

KEYNOTES

1. LANDSCAPE AREA. SEE LANDSCAPE PLAN.
2. MATCH EXISTING CURB/SIDEWALK/PAVEMENT.
3. CONCRETE WALK/PATIO.
4. STOOP.
5. PEDESTRIAN CURB RAMP.
6. 4" SOLID WHITE LINE.
7. SOLID WHITE PAVEMENT PARKING.
8. SPLASH BLOCK FOR ROOF DOWNSPOUT.

SIGNAGE AND PAVEMENT MARKING NOTES

1. ALL SIGNS SHALL BE PLACED 18" MINIMUM BEHIND BACK OF CURB UNLESS OTHERWISE NOTED.
2. SIGNS SHALL INCLUDE HARDWARE, POST, FOOTING, CASING, AND ALL APPURTENANCES REQUIRED FOR TYPICAL INSTALLATION.
3. PARKING LOT STRIPING AND PAVEMENT MARKINGS SHALL BE 4" SOLID WHITE PAINT. ALL PAVEMENT LETTERING SHALL BE 12" HEIGHT.
4. ALL SIGNS AND PAVEMENT MARKINGS SHALL BE PER THE LATEST EDITION OF THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MMUTCD).

SIGN SCHEDULE

A. HANDICAP PARKING: R7-8m W/R7-8b (12" X 18")

B. NO PARKING SIGN: R8-3a (12" X 18")

N

0 20 40 80

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NAME: JOSEPH T RADKE

SIGNATURE: PRELIMINARY

DATE: 08/17/24 LIC #: 45889

REVISIONS | ISSUE DATE: 08/17/24 | BY: JTR

1.
2.
3.
4.
5.
6.
7.

OWNER

WORD OF PEACE
21705 129TH AVENUE NORTH
ROGERS, MN 55374

SITE PLAN

REMODEL AND ADDITION FOR WORD OF PEACE
ROGERS, MINNESOTA

SHEET NUMBER
C2.1

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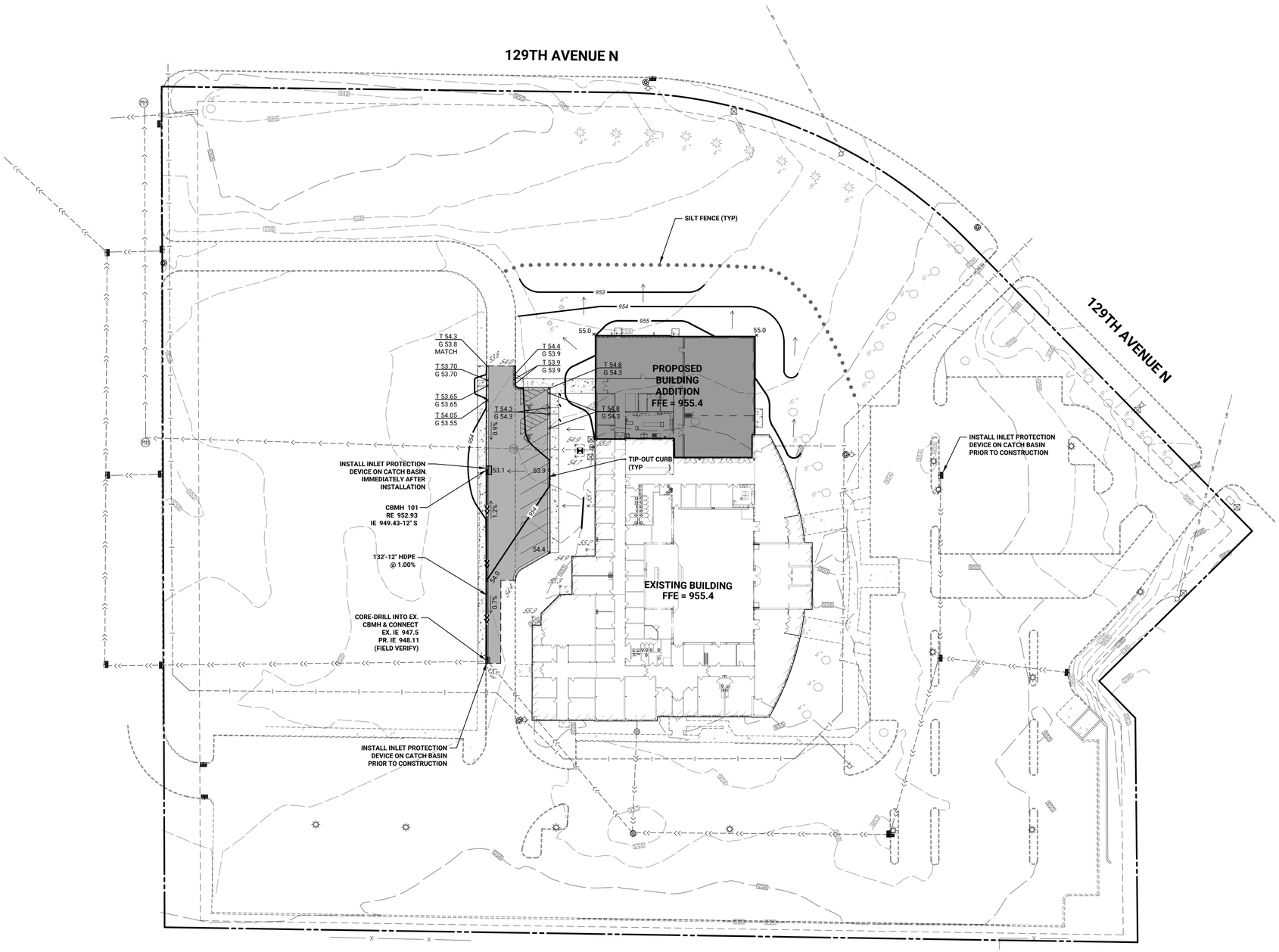

STORM SEWER SCHEDULE

STRUCTURE NO.	SIZE	NEENAH CASTING OR EQUAL
CBMH 101	24" X 36"	R-3067-VB

LEGEND

EXISTING	PROPOSED
	PROPERTY LINE
	EASEMENT LINE
	BITUMINOUS PAVEMENT
	CONCRETE WALK
	CURB LINE
	STORM SEWER
	SANITARY SEWER
	WATER MAIN
	UNDERGROUND ELECTRIC
SEE SURVEY	STORM CATCH BASIN
SEE SURVEY	STORM MANHOLE
SEE SURVEY	STORM FLARED END SECTION
SEE SURVEY	HYDRANT
SEE SURVEY	GATE VALVE
SEE SURVEY	OTHER SYMBOLS
	5' CONTOUR
	1' CONTOUR
	SPOT ELEVATION (CURB ELEVATIONS ARE TO GUTTER LINE)
	SILT FENCE

BENCHMARK

TOP OF ROUND CASTING OF CATCH BASIN LOCATED
IN PARKING LOT SOUTH OF CHURCH

ELEVATION: 952.4 (SEE SURVEY)

GOVERNING SPECIFICATIONS

1. THE LATEST EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" AND THE CITY OF ROGERS SPECIFICATIONS.
2. THE LATEST EDITION OF THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MMUTCD).
3. THE LATEST EDITION OF THE CITY ENGINEERS ASSOCIATION OF MINNESOTA (CEAM) STANDARD SPECIFICATIONS.

GRADING NOTES

1. VEHICLE TRACKING REDUCTION DEVICE, SILT FENCE, AND EXISTING CATCH BASIN INLET PROTECTION SHALL BE INSTALLED PRIOR TO GRADING CONSTRUCTION, AND SHALL BE MAINTAINED UNTIL THE SITE HAS BEEN STABILIZED.
2. CONTRACTOR SHALL FIELD VERIFY THE LOCATIONS AND ELEVATIONS OF EXISTING UTILITIES PRIOR TO THE START OF GRADING CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY OF DISCREPANCIES OR VARIATIONS FROM THE PLAN.
3. CONTRACTOR SHALL STRIP, STOCKPILE AND RESPREAD SUFFICIENT TOPSOIL TO PROVIDE A MINIMUM OF 6" OF TOPSOIL OVER ALL DISTURBED AREAS THAT WILL BE SODDED, SEEDED OR LANDSCAPED.
4. ALL DISTURBED AREAS MUST BE STABILIZED WITHIN 7 CALENDARS DAYS AFTER LAND-DISTURBING WORK HAS TEMPORARILY OR PERMANENTLY CEASED.
5. ALL SLOPES STEEPER THAN 3:1 SHALL HAVE MNDOT CAT.1 EROSION CONTROL BLANKET AND SEED, OR APPROVED EQUAL.
6. STOCKPILES SHALL BE STABILIZED WITHIN 7 DAYS OF ROUGH GRADING OR INACTIVITY.

UTILITY NOTES

1. STORM SEWER CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CITY'S STANDARD DETAIL SPECIFICATIONS AND THE MINNESOTA PLUMBING CODE.
2. POLYETHYLENE PIPE SHALL MEET THE REQUIREMENTS OF ASTM F714 OR ASTM F894.
3. FINAL BUILDING UTILITY SERVICES AND DOWNSPOUT LOCATIONS SHALL BE VERIFIED WITH ARCHITECTURAL AND PLUMBING PLANS.
4. LOCATING WIRES SHALL BE INSTALLED ON ALL NON-CONDUCTIVE STORM SEWER, SANITARY SEWER, AND WATER LINES IN ACCORDANCE WITH THE MINNESOTA RURAL WATER ASSOCIATION (MRWA) TRACE WIRE SPECIFICATION GUIDE AND DETAILS.

N

0 20 40 80

< SCALE IN FEET >

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NAME: JOSEPH T RADKE

SIGNATURE: PRELIMINARY

DATE: 08/17/24 LIC #: 45889

REVISIONS	ISSUE DATE: 08/17/24	BY: JTR
1.		
2.		
3.		
4.		
5.		
6.		
7.		

OWNER

WORD OF PEACE
21705 129TH AVENUE NORTH
ROGERS, MN 55374

GRADING, UTILITY, DRAINAGE, & EROSION CONTROL PLAN

REMODEL AND ADDITION FOR WORD OF PEACE
ROGERS, MINNESOTA

SHEET NUMBER
C3.1

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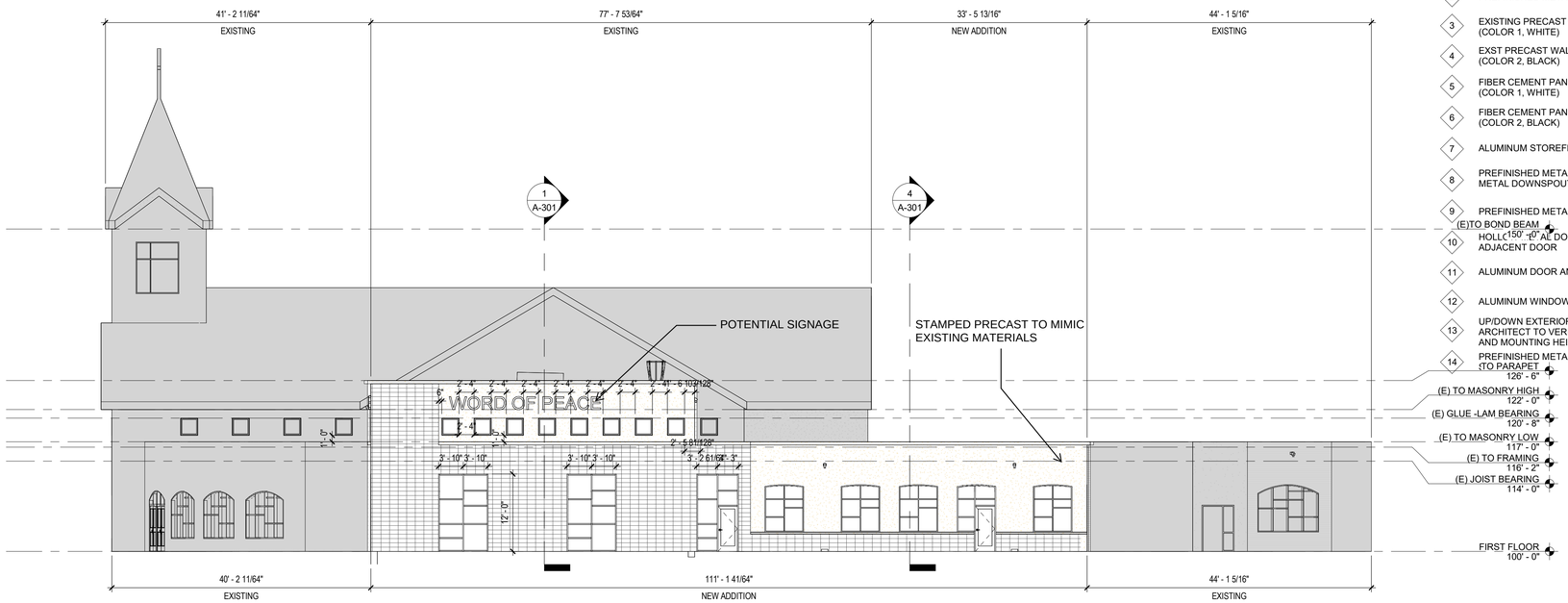

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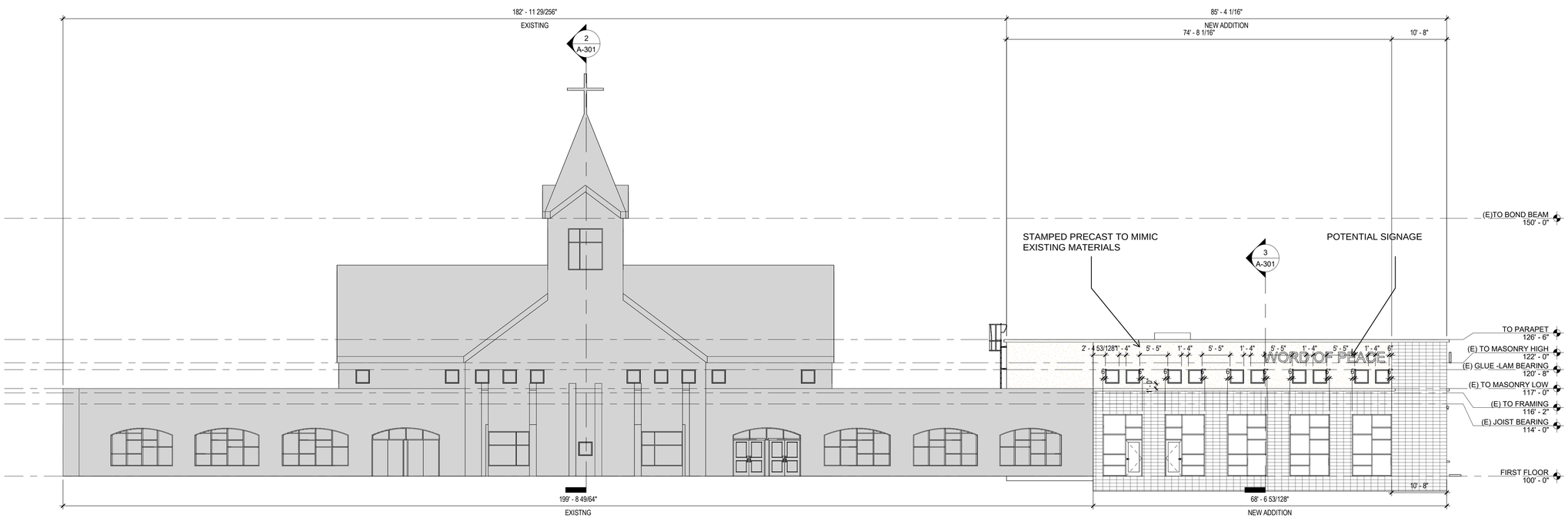
A-201

NORTH ELEVATION

SCALE: 3/32" = 1'-0"



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A-201

EAST ELEVATION

SCALE: 3/32" = 1'-0"

EXTERIOR ELEVATION KEYNOTES

1. PREFINISHED METAL COPING
2. PREFINISHED METAL FASCIA
3. EXISTING PRECAST WALL PANELS, PAINT (COLOR 1, WHITE)
4. EXST PRECAST WALL PANELS, PAINT (COLOR 2, BLACK)
5. FIBER CEMENT PANEL SYSTEM (COLOR 1, WHITE)
6. FIBER CEMENT PANEL SYSTEM (COLOR 2, BLACK)
7. ALUMINUM STOREFRONT ENTRANCE SYSTEM
8. PREFINISHED METAL SCUPPER W/ PREFINISHED METAL DOWNSPOUT
9. PREFINISHED METAL OVERFLOW SCUPPER
10. HOLLOW METAL DOOR AND FRAME, PT ADJACENT DOOR
11. ALUMINUM DOOR AND FRAME
12. ALUMINUM WINDOW
13. UP/DOWN EXTERIOR LED LIGHT FIXTURE. ARCHITECT TO VERIFY EXACT LOCATION AND MOUNTING HEIGHT
14. PREFINISHED METAL LOUVERED EQUIPMENT
15. NEW SECTIONAL GARAGE DOOR
16. 12x6 STEEL CROSS ATTACHED TO TOWER SEE STRUCTURAL FOR CONNECTION DETAILS
17. EXST GUARDRAIL
18. 1x6 TONGUE AND GROOVE CEDAR
19. EXST WINDOW, TO REMAIN
20. EXST ALUMINUM STOREFRONT, TO REMAIN
21. EXST METAL PANEL, TO REMAIN
22. EXST DOOR & FRAME, PAINT ADJACENT COLOR
23. ROOF LADDER, SEE 11/A-104
24. EIFS FINISH (COLOR 1, WHITE)
25. EIFS FINISH (COLOR 2, BLACK)
26. NEW STUCCO FINISH ON EXST PRECAST PANEL SYSTEM
27. WINDOW TO BE REMOVED & INFILLED, SHOWN FOR CLARITY, MATCH ADJACENT WALL TEXTURE & FINISH COLOR.
28. EXTERIOR EXIT LIGHT FIXTURE

(E)TO BOND BEAM 150' - 0"
TO PARAPET 126' - 6"
(E) TO MASONRY HIGH 122' - 0"
(E) GLUE -LAM BEARING 120' - 8"
(E) TO MASONRY LOW 117' - 0"
(E) TO FRAMING 116' - 2"
(E) JOIST BEARING 114' - 0"
FIRST FLOOR 100' - 0"

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Remodel and Addition For:

WORD OF PEACE

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Rogers, MN 55374

ISSUE DATE: APRIL , 2024

#	DATE	DESCRIPTION

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SIGNATURE:
DATE: **REGISTRATION #55239**

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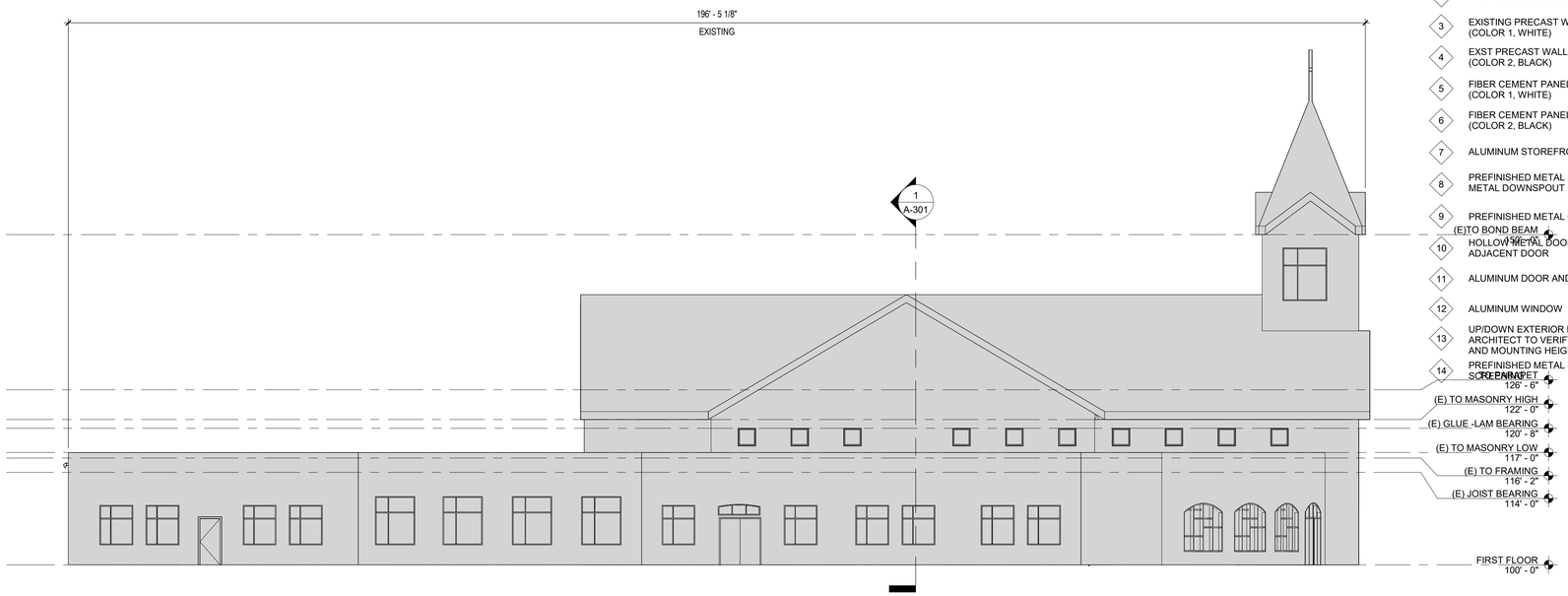
EXTERIOR ELEVATIONS

A-201

A2331



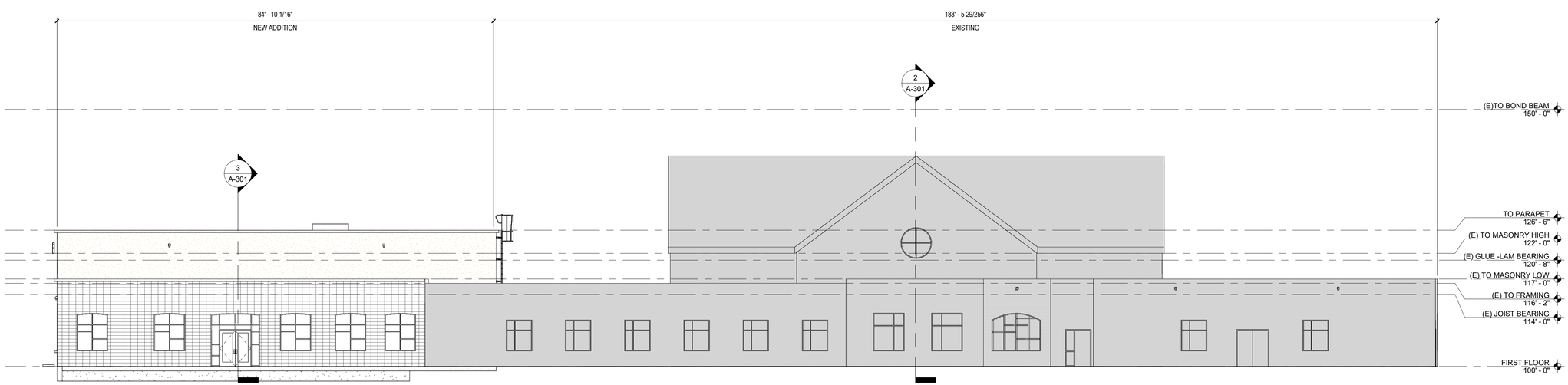
2 A-202

SOUTH ELEVATION

SCALE: 3/32" = 1'-0"

EXTERIOR ELEVATION KEYNOTES

1. PREFINISHED METAL COPING
2. PREFINISHED METAL FASCIA
3. EXISTING PRECAST WALL PANELS, PAINT (COLOR 1, WHITE)
4. EXST PRECAST WALL PANELS, PAINT (COLOR 2, BLACK)
5. FIBER CEMENT PANEL SYSTEM (COLOR 1, WHITE)
6. FIBER CEMENT PANEL SYSTEM (COLOR 2, BLACK)
7. ALUMINUM STOREFRONT ENTRANCE SYSTEM
8. PREFINISHED METAL SCUPPER W/ PREFINISHED METAL DOWNSPOUT
9. PREFINISHED METAL OVERFLOW SCUPPER
10. HOLLOW METAL DOOR AND FRAME, PT ADJACENT DOOR
11. ALUMINUM DOOR AND FRAME
12. ALUMINUM WINDOW
13. UP/DOWN EXTERIOR LED LIGHT FIXTURE. ARCHITECT TO VERIFY EXACT LOCATION AND MOUNTING HEIGHT
14. PREFINISHED METAL LOUVERED EQUIPMENT SCREEN
15. NEW SECTIONAL GARAGE DOOR
16. 12x6 STEEL CROSS ATTACHED TO TOWER SEE STRUCTURAL FOR CONNECTION DETAILS
17. EXST GUARDRAIL
18. 1x6 TONGUE AND GROOVE CEDAR
19. EXST WINDOW, TO REMAIN
20. EXST ALUMINUM STOREFRONT, TO REMAIN
21. EXST METAL PANEL, TO REMAIN
22. EXST DOOR & FRAME, PAINT ADJACENT COLOR
23. ROOF LADDER, SEE 11/A-104
24. EIFS FINISH (COLOR 1, WHITE)
25. EIFS FINISH (COLOR 2, BLACK)
26. NEW STUCCO FINISH ON EXST PRECAST PANEL SYSTEM
27. WINDOW TO BE REMOVED & INFILLED, SHOWN FOR CLARITY, MATCH ADJACENT WALL TEXTURE & FINISH COLOR.
28. EXTERIOR EXIT LIGHT FIXTURE



1 A-202

WEST ELEVATION

SCALE: 3/32" = 1'-0"

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Remodel and Addition For:

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ISSUE DATE: APRIL , 2024

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SIGNATURE:
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EXTERIOR ELEVATIONS

A-202

A2331

STAFF REPORT **Meeting Date**: October 22, 2024

ROGERS CITY COUNCIL **Agenda Item**: 5.9

Subject: Approve Resolution 2024-101, Approving Site Plan for City Turf Facility
Prepared By: Alec Henderson, City Planner

Overview / Background / Analysis
On August 27th, 2024, the City Council accepted bids and awarded the contract for the City's Indoor Multipurpose Turf Facility Construction (City Project No. 2201) to Terra Construction. The City is requesting Site Plan approval to construct a multipurpose year around synthetic turf athletic facility that will be used for soccer, baseball, lacrosse, football, hockey dry-land training, walking and exercise. The anchor of the project is a National Federation of State High School Associations (NFHS) full-sized soccer field under a pre-engineered stretched fabric structure (PEFS). The relationship with the PEFS suppliers was established through an RFP process in order to see competitive pricing. Other building types including pre-engineered metal building (PEMB) and inflated domes were evaluated but the PEFS structure was estimated to be half to a quarter of the cost of those other structure types. The site improvements do allow for future expansion of the indoor hockey arena (Rogers Activity Center) next door.

The turf facility itself will be located on the parcels addressed at 14160 James Road, with parking on the south side of the building and extending into the adjacent Rogers Activity Center (RAC) parking lot at 21080 141st Ave N. The turf facility will have access to James Road and drive lanes will connect to the RAC facility lot and drive lanes and also utilize the existing access to 141st Ave N.

Planning Commission recommended approval of the site plan 6-1.

Primary Issues to Consider

- Land Use & Zoning
- Site Plan
- Building Materials

Land Use & Zoning
The Subject Property is under two guidances, **Mixed Use Regional** (14160 James Rd) and **Institutional** (21080 141st Ave N) in the Rogers 2040 Comprehensive Plan, and is defined as follows: Institutional guidance allows: *government facilities, schools, churches, cemeteries and other public/semi-public uses. These uses may be neighborhood focal points and help provide neighborhood definition. Many provide places for community activities.* Mixed Use Regional guidance also allows institutional

and park/recreation uses.

The corresponding zoning for the Subject Property is **RC, Regional Employment Center District** (14160 James Rd) and **R3 Mid-Density Residential** (21080 141st Ave N). Institutional and park uses are *Permitted Uses* within this zoning district [City Code Section §125-50]. Staff recommends that the properties be re-guided and rezoned to an institutional or similar district as a condition of approval. Since these properties are solely for public use, an institutional designation for all parts of the property and creating an Institutional zoning district best fits the future use of the property. The City of Rogers currently only has institutional guidance and not a district for institutional or public properties.

Zoning and land use requirements are satisfied with conditions to rezone and re-guide.

Site Plan
The James Road parcels are currently vacant and the 141st property is currently the site of the RAC facility and sees joint usage with the High School recreation facilities and fields. Proposed changes to the site would include constructing the proposed 83,600 square feet turf facility, two accesses to James Road, parking lot and drive lanes improvements that would connect to the RAC facility parking. A sidewalk is also proposed to connect into the cul-de-sac that wraps around the north side of the RAC facility.

Landscaping
Landscaping is shown on the site plan and includes plantings south of the turf facility and in parking lot islands. Planting sizes will need to meet the minimum requirement of City Code Section 125-90 Landscaping.

Materials
Pre-engineered stretched fabric structure (PEFS) is the predominant material of the structure. This fabric is inflated and rigid and provides the ceiling height necessary for the turf facility use as an indoor field use. This type of material use is more common with large indoor recreation facilities requiring an abundance of space (both horizontal and vertical clearance).

Parking
The occupancy for the turf facility is approximately 570 occupants. The use is relatively similar to assembly uses and 1 space per 3 occupants can be required. 250 parking spaces would be required in this case. Based on a review of similar indoor and outdoor recreational turf/field facilities in the area, plus the parking code, a total of 304 stalls are proposed. The parking plan is believed to be sufficient for the use.

Staff Recommendation
Motion to approve Resolution 2024-101, approving Site Plan for the City Turf Facility

Financial Impact: **Source Fund**: LOST

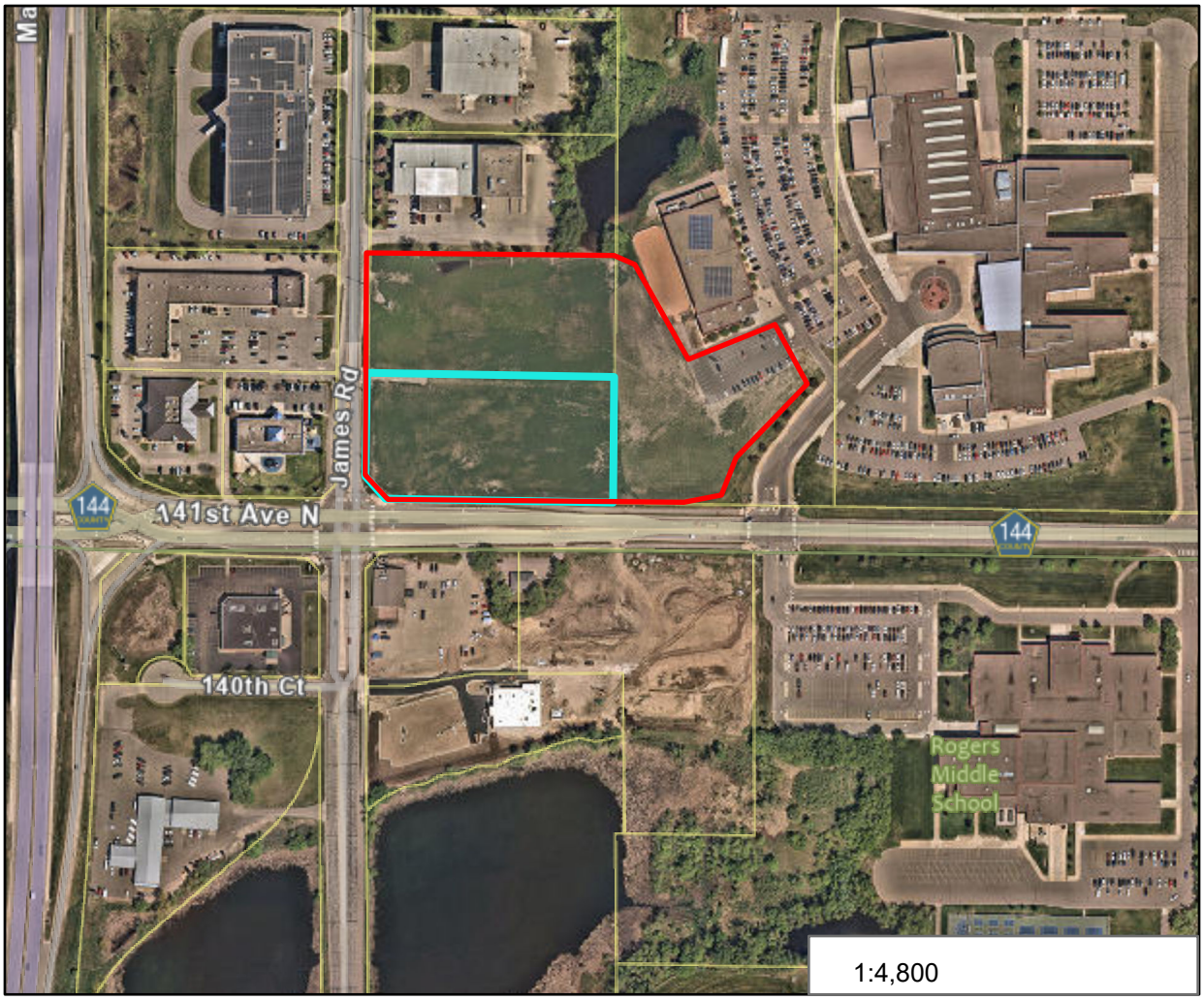
Budgeted? Yes

Supporting Documentation

A. Location Map
B. Resolution No. 2024-101_Site Plan_Turf Facility
C. Site Plan and Renderings

Hennepin County Property Map

Date: 10/2/2024



PARCEL ID: 1112023430006

OWNER NAME: City Of Rogers

PARCEL ADDRESS: 14160 James Rd,Rogers MN 55374

PARCEL AREA: 3.28 acres, 142,706 sq ft

A-T-B: Abstract

SALE PRICE: $1,250,000

SALE DATE: 04/2014

SALE CODE: Vacant Land

ASSESSED 2023, PAYABLE 2024
PROPERTY TYPE: Commercial-Preferred
HOMESTEAD: Non-Homestead
MARKET VALUE: $0
TAX TOTAL: $0.00

ASSESSED 2024, PAYABLE 2025
PROPERTY TYPE: Commercial
HOMESTEAD: Non-Homestead
MARKET VALUE: $0

Comments:

This data (i) is furnished 'AS IS' with no representation as to completeness or accuracy; (ii) is furnished with no warranty of any kind; and (iii) is not suitable for legal, engineering or surveying purposes. Hennepin County shall not be liable for any damage, injury or loss resulting from this data.

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RESOLUTION NO. 2024-101

A RESOLUTION APPROVING A SITE PLAN FOR THE CONSTRUCTION OF THE CITY OF ROGERS TURF FACILITY AND PARKING AT 14160 JAMES RD AND 21080 141ST AVE N ROGERS, MINNESOTA.

WHEREAS, the City of Rogers ("Fee Owner") has submitted an application to the City of Rogers ("City"), requesting approval of a Site Plan for the construction of indoor turf facility and site improvements at 14160 James Road and 21080 141st Ave N ("The Subject Property"; and

WHEREAS, the Subject Property includes two existing parcels addressed 14160 James Road ("James Road Parcels") and crosses into the city owned property at 21080 141st Ave N ("141st Parcel"). The project area of the new turf facility and parking is approximately is 9 acres. The James Road Parcels are guided for Mixed Use Regional and zoned Regional Employment Center (RC) and the 141st Parcel guided Institutional and zoned Mid-Density Residential (R3); and

WHEREAS, Section 125-27 states that "the Planning Commission shall evaluate the effects of the proposed site plans. This review shall be based upon, but not be limited to, compliance with the City's Comprehensive Plan and provisions of this Ordinance"; and

WHEREAS, the proposed of the Subject Property is for an indoor recreation facility, which are permitted uses in the RC, and parks and recreation uses are permitted in the R3 zoning district [§125-50 Table 4E], and the use is consistent with the guided land uses; and

WHEREAS, the proposed development does not create a new or expand an existing nonconformity and satisfies zoning and site plan review standards and further confirms the improves are consistent with the Comprehensive Plan and Capital Improvements Program; and

WHEREAS, on October 7, 2024, the Planning Commission reviewed the request and voted unanimously to recommend approval to the City Council of the Site Plan Review, with the conditions.

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF ROGERS, MINNESOTA, the Site Plan request from Word of Peace Lutheran church is hereby approved for the construction of an addition and lot improvements on the Subject Property with the following conditions:

1. The property shall be required to be re-zoned prior to the issuance of a Certificate of Occupancy following a review of zoning districts by the City Planner and Community Development Director to determine if an existing zoning classification shall be used or a new zoning districted created.
2. The property shall be re-platted or combined into one parcel following a decision related to a potential expansion of the current Rogers Activity Center (RAC) connecting to this buildings. Should the buildings be connected, they shall be combined to one lot. Shall the buildings not be connected, the two parcels which currently constitute the Turf facility lot shall be combined.
3. Civil plans shall be subject to review and approval of the public works department.

4. Stormwater Management Plans shall be subject to review and approval by Elm Creek Watershed Commission prior to construction start.

Moved by Councilmember , seconded by Councilmember

The following voted in favor of said resolution:

The following voted against the same:

The following abstained:

Whereupon said resolution was declared duly passed and adopted, and was signed by the Mayor, and attested by the City Clerk dated this 22th day of October 2024.

_____
Rick Ihli, Mayor

ATTEST:

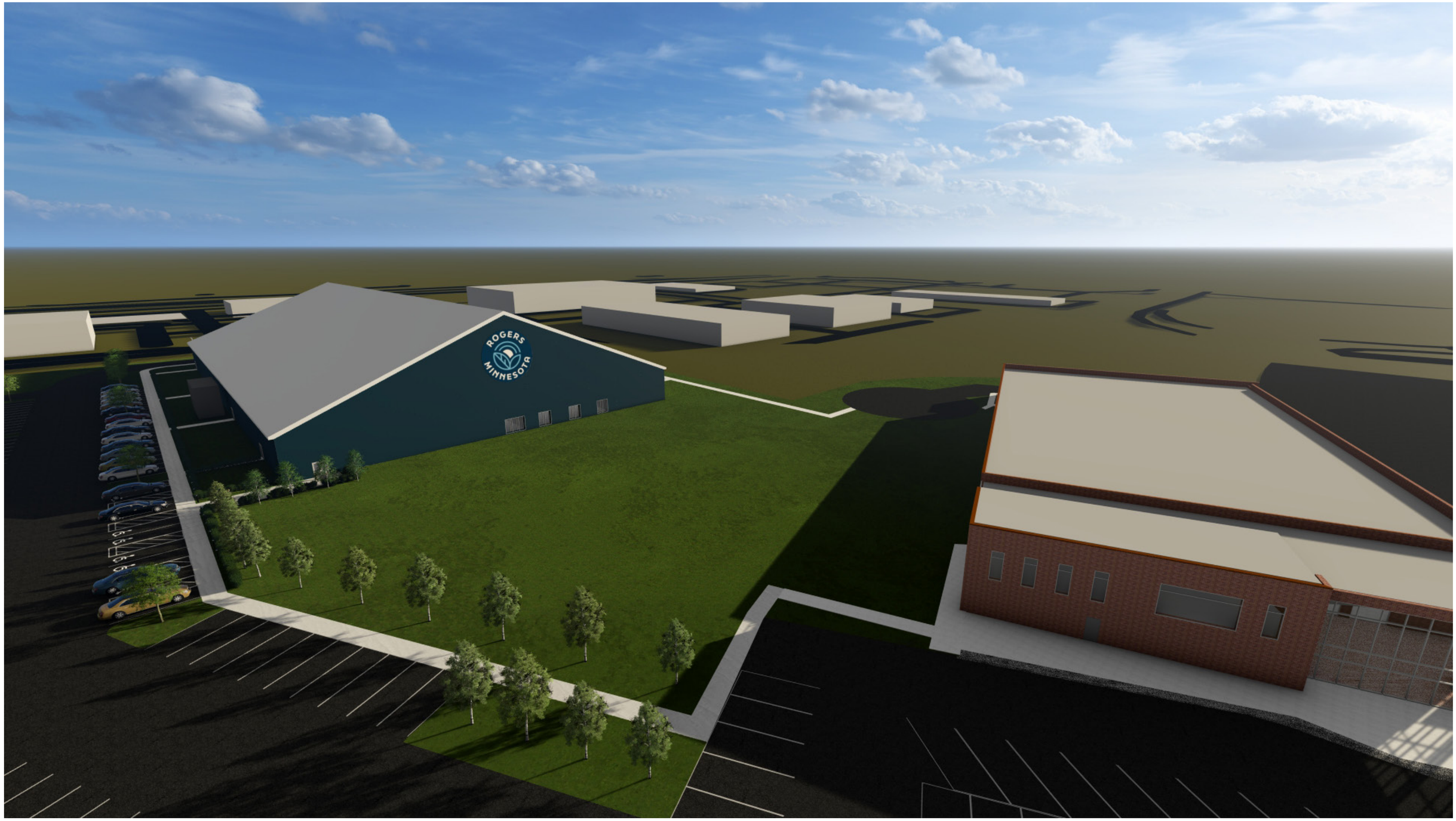
_____
Stacie Brown, City Clerk

EXHIBIT A

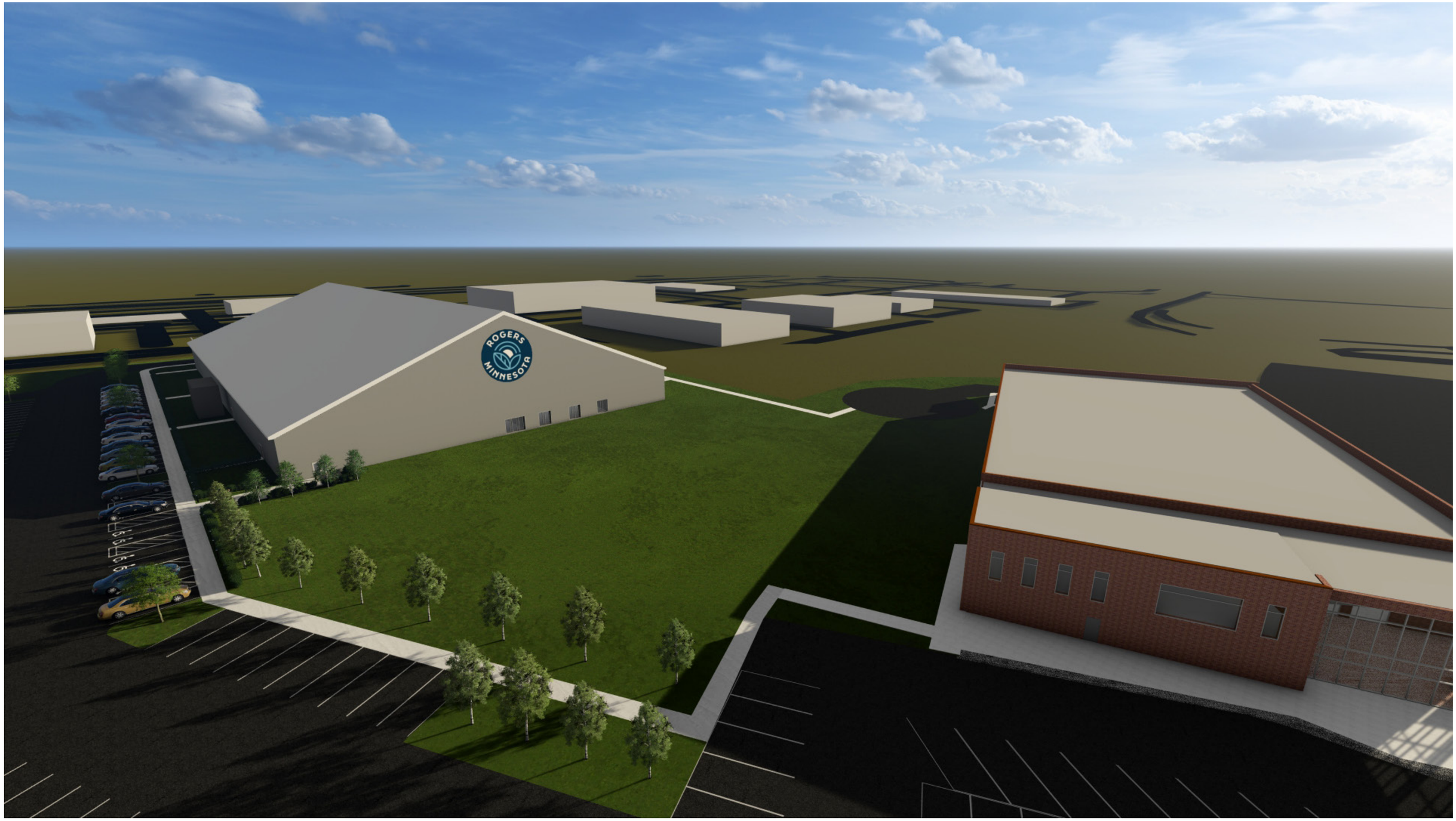
LEGAL DESCRIPTION

Subject Property
TO BE INSERTED

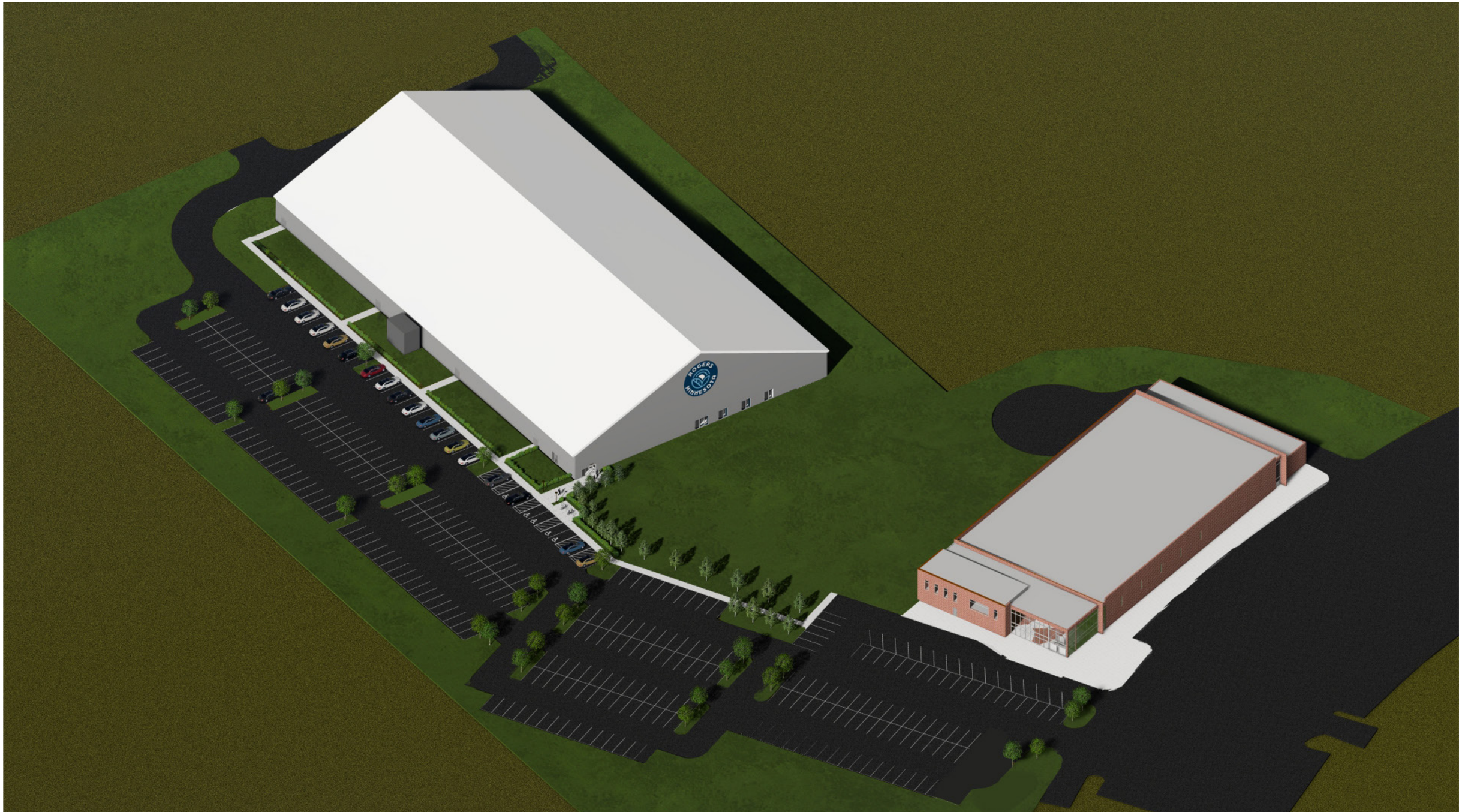
NAVY BLUE FABRIC



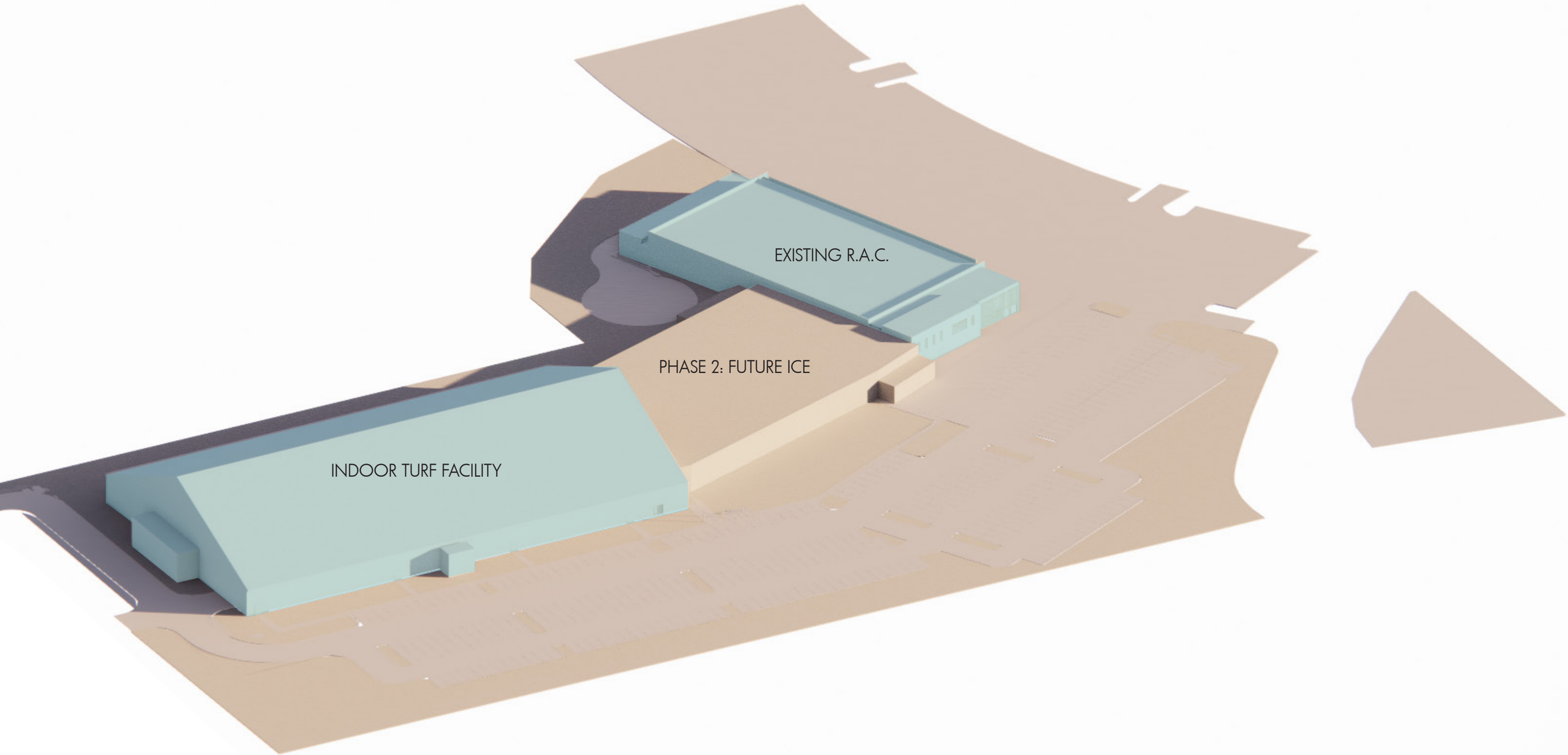
GRAY FABRIC



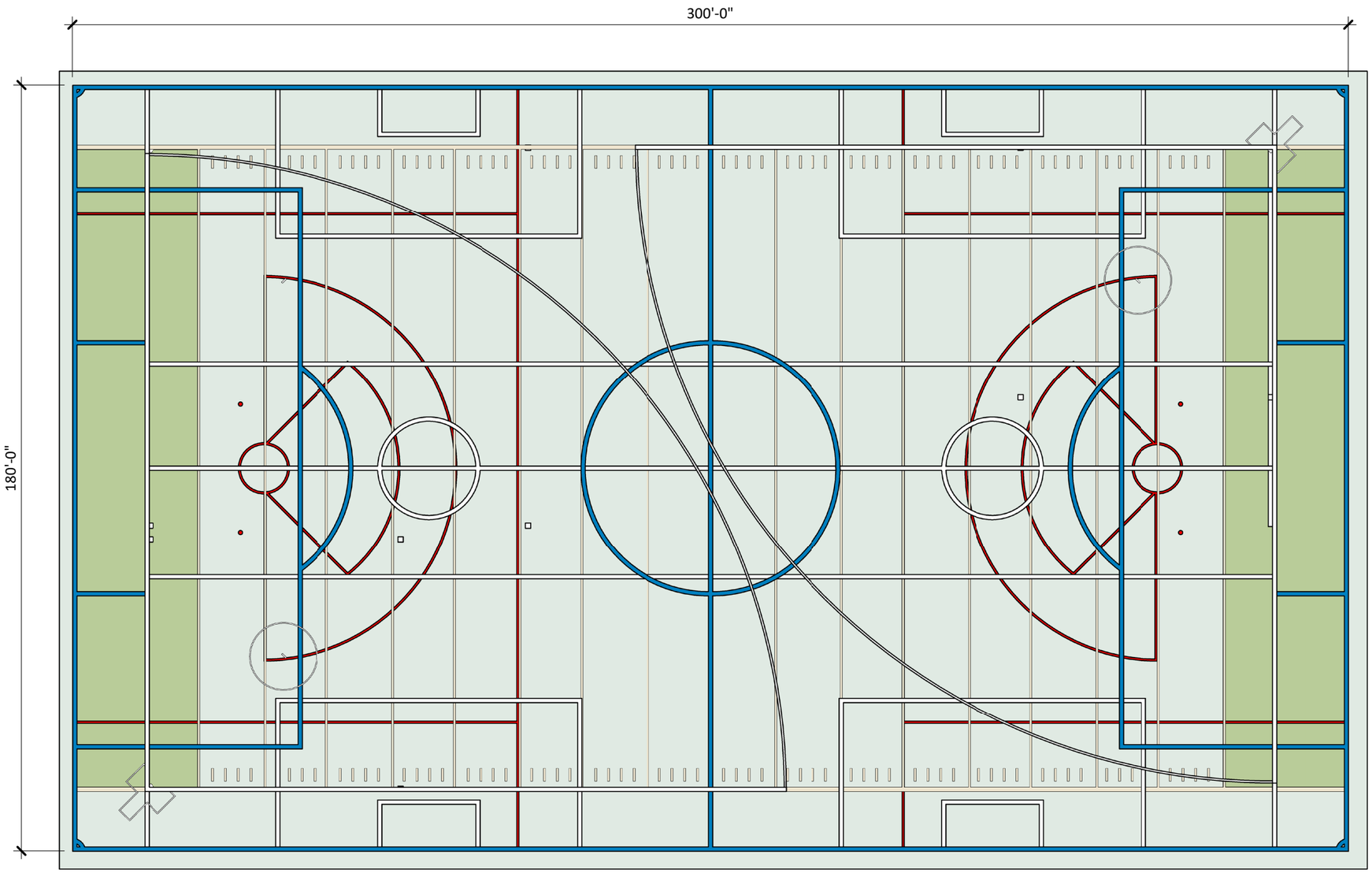
OVERALL SITE

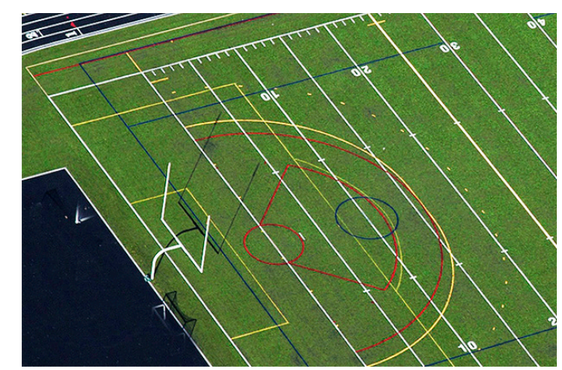


BUILDING MASSING

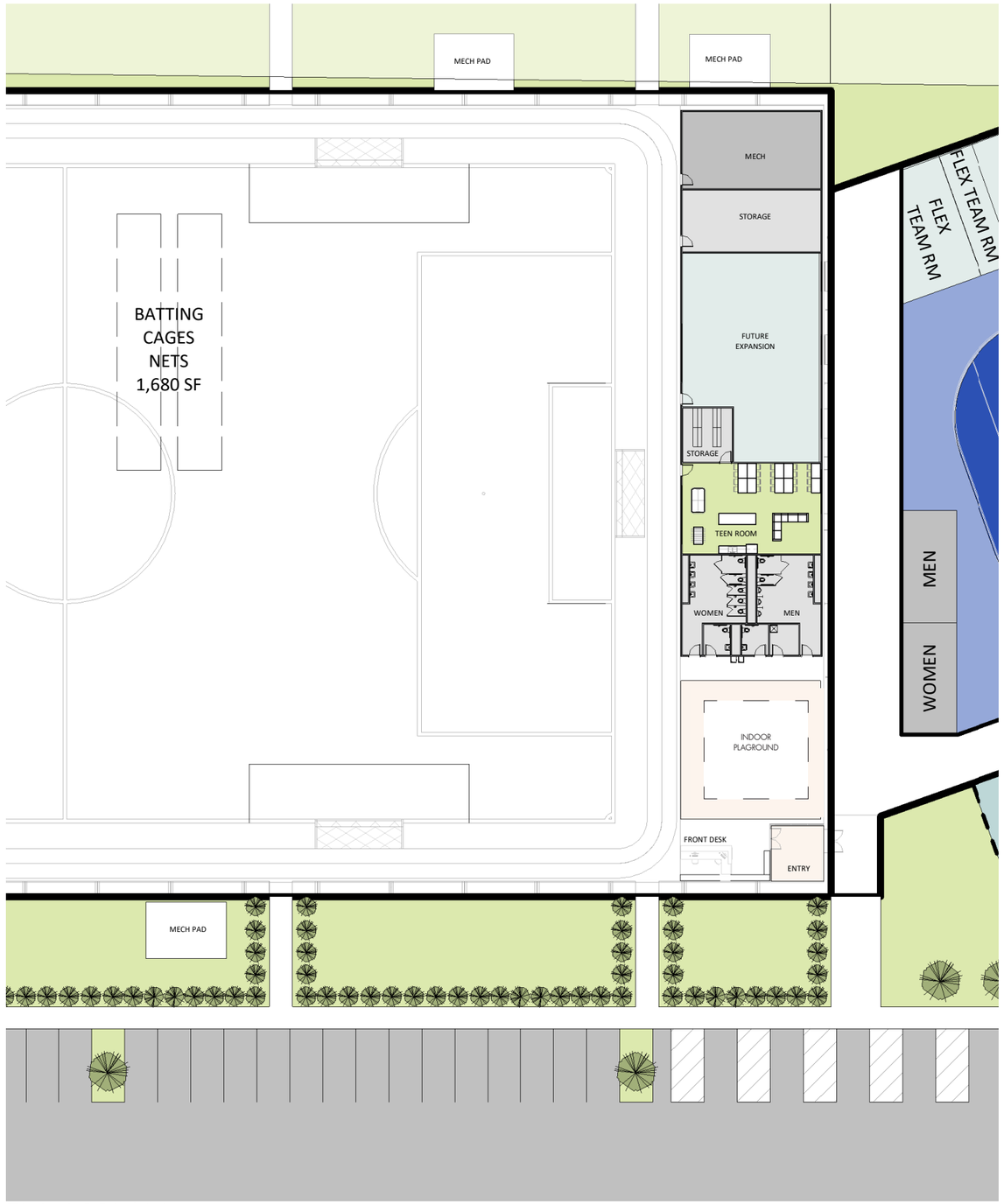


FIELD STRIPING (OPTION 1B)





BASE BID

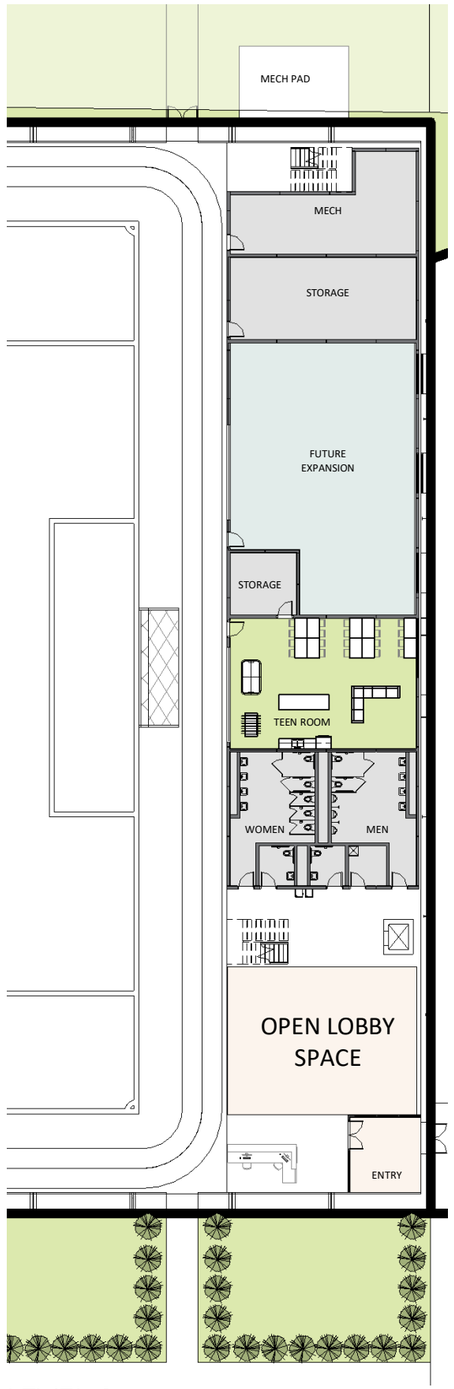


FLOORPLAN

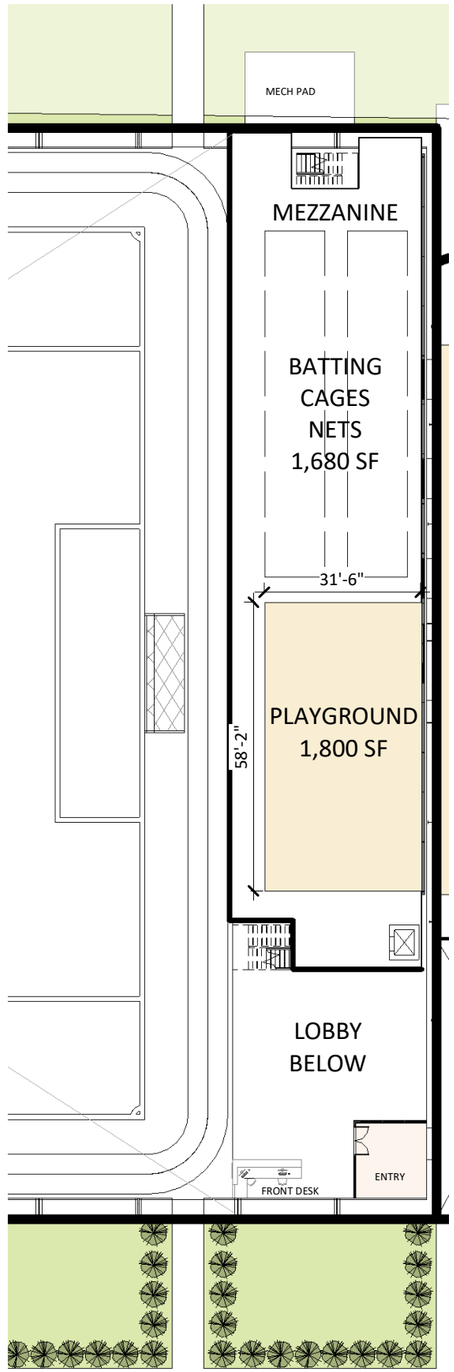
SUPPORT SPACE

ENTRY/INDOOR PLAYGROUND

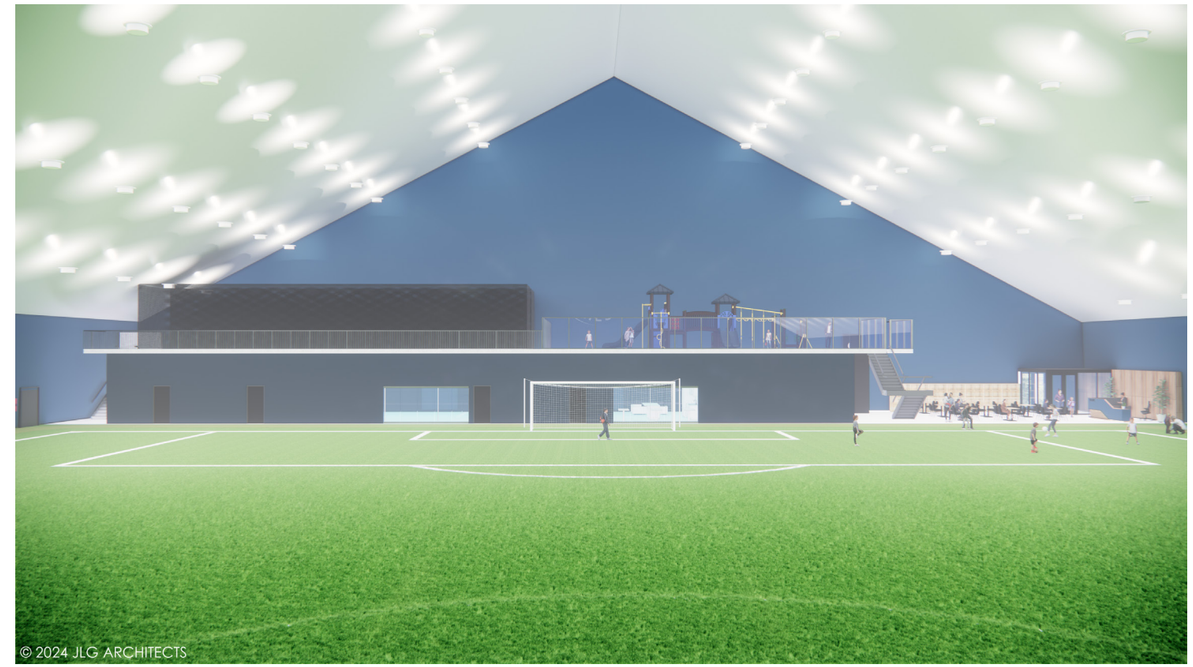
ADD ALTERNATE - MEZZANINE



LEVEL 1



MEZZANINE



SUPPORT SPACE

ENTRY/INDOOR PLAYGROUND

ADD ALTERNATE

FRONT ENTRY 2A

© 2024 JLG ARCHITECTS

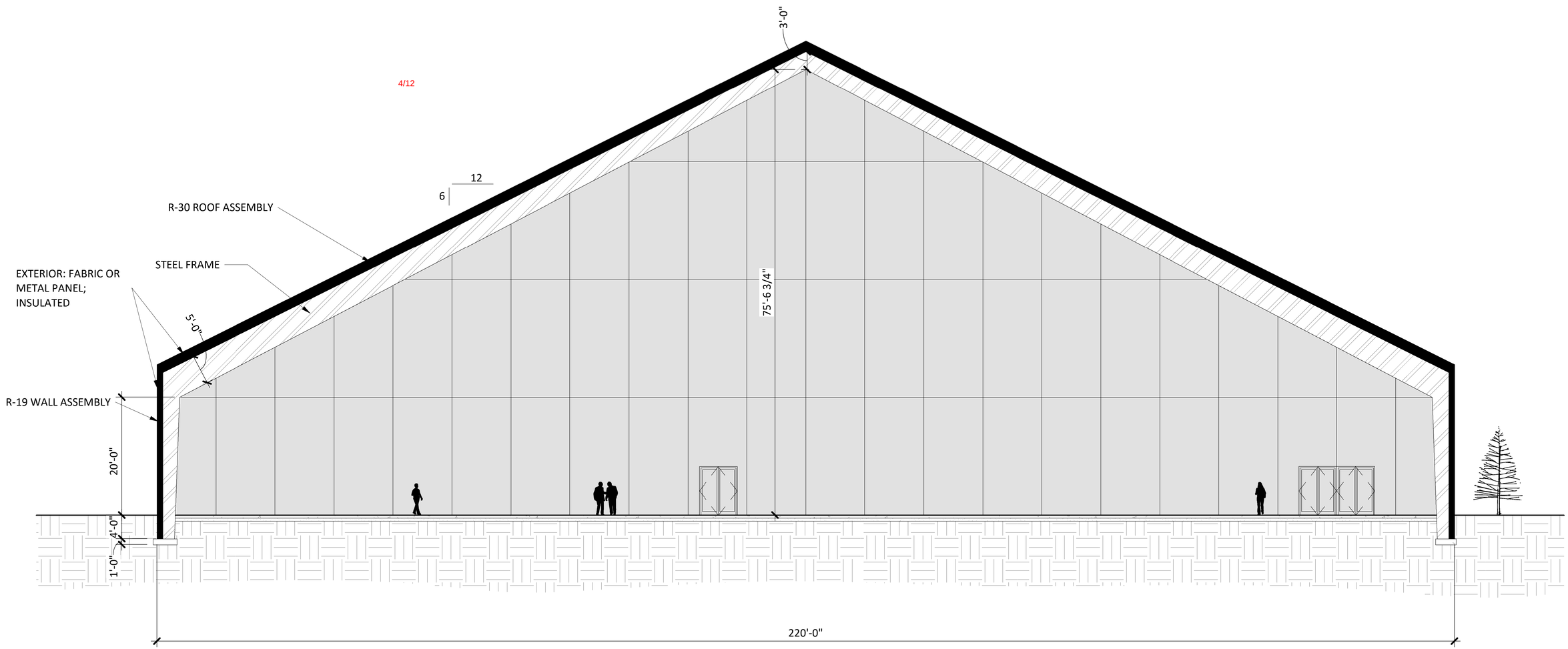
FRONT ENTRY 2B

© 2024 JLG ARCHITECTS

TEEN ROOM

TEEN ROOM FLOOR PLAN

RENDERINGS DO NOT REFLECT CURRENT PLAN*


3'-0"
4/12
12
6
R-30 ROOF ASSEMBLY
STEEL FRAME
EXTERIOR: FABRIC OR
METAL PANEL;
INSULATED
5'-0"
75'-6 3/4"
R-19 WALL ASSEMBLY
20'-0"
4'-0"
1'-0"
220'-0"

INDEX OF DRAWINGS

NUMBER	NAME
GENERAL	
G100	COVER PAGE
G101	TITLE SHEET
G102	TYPICAL ASSEMBLIES
G111	LIFE SAFETY PLANS
G120	MOUNTING HEIGHTS
G130	CODE REVIEW
G131	CODE REVIEW
ARCHITECTURAL	
A050	ARCHITECTURAL SITE PLAN
A201	EVENT LEVEL FLOOR PLAN
A210	ROOF PLAN
A211	ENLARGED PLANS AND ELEVATIONS
A212	ENLARGED PLANS AND ELEVATIONS
A220	DOOR SCHEDULE
A221	DOOR DETAILS
A301	EXTERIOR ELEVATIONS
A310	GLAZING ELEVATIONS AND DETAILS
A401	BUILDING SECTIONS
A501	EXTERIOR WALL SECTIONS
A510	EXTERIOR DETAILS
A520	ROOF DETAILS
A530	INTERIOR DETAILS
A600	FINISH / SPEC INFORMATION
A601	FIRST FLOOR FINISH PLAN
A602	STRIPING PLAN
A620	CASEWORK SCHEDULE
A701	FIRST FLOOR RCP
A702	FIELD LIGHTING RCP
A900	MEZZANINE ALT. PLANS AND ELEVATIONS
A901	MEZZANINE ALT. VERTICAL CIRCULATION

FINISH SPEC ID LIST

ID	DESCRIPTION

LIST OF ABBREVIATIONS

CODE	LIST OF ABBREVIATIONS DESCRIPTION
A/E	ARCHITECT/ENGINEER
AC	ALTERNATING CURRENT
ACI	AMERICAN CONCRETE INSTITUTE
ACM	ASBESTOS CONTAINING MATERIAL
ACT	ACOUSTICAL CEILING TILE
ADA	AMERICANS W/DISABILITIES ACT
AFF	ABOVE FINISH FLOOR
AHU	AIR HANDLING UNIT
AISC	AMERICAN INSTITUTE OF STEEL CONSTRUCTION
ALT	ALTERNATE
ALUM	ALUMINUM
ANSI	AMERICAN NATIONAL STANDARDS INSTITUTE
ARCH	ARCHITECT
ASI	ARCHITECTURAL SUPPLEMENTAL INSTRUCTION
AWI	AMERICAN WOODWORKING INSTITUTE
BD	BOARD
BLDG	BUILDING
BM	BEAM
BOT	BOTTOM
BRG	BEARING
BTU	BRITISH THERMAL UNITS
BUR	BUILT UP ROOFING
CAB	CABINET
CB	CATCH BASIN
CG	CORNER GUARD
CI	CAST IRON
CIP	CAST IN PLACE
CJ	CONTROL JOINT
CLG	CEILING
CLR	CLEAR
CMU	CONCRETE MASONRY UNIT
CO	CLEAN OUT
CONC	CONCRETE
CPT	CARPET
CSMT	CASEMENT
CSWK	CASEWORK
CT	CERAMIC TILE
CUH	CABINET UNIT HEATER
CWT	CERAMIC WALL TILE
DEMO	DEMOLITION
DEPT	DEPARTMENT
DF	DRINKING FOUNTAIN
DIA	DIAMETER
DIAG	DIAGONAL
DIM	DIMENSION
DIST	DISTANCE
DOC	DOCUMENT
DR	DOOR
DTL	DETAIL
DW	DISHWASHER
DWG	DRAWING
EA	EACH
EIFS	EXTERIOR INSULATION FINISH SYSTEM
EJ	EXPANSION JOINT
ELEC	ELECTRIC
ELEV	ELEVATOR/ELEVATION
EP	EPOXY PAINT
EQ	EQUAL
EQUIP	EQUIPMENT
EWC	ELECTRIC WATER COOLER
EXIST	EXISTING
FD	FLOOR DRAIN
FEC	FIRE EXTINGUISHER CABINET
FF	FINISH FLOOR
FFE	FURNITURE, FIXTURE, AND EQUIPMENT
FHC	FIRE HOSE CABINET
FIN	FINISH
FLR	FLOOR
FND	FOUNDATION
FTG	FOOTING
FWC	FABRIC WALL COVERING

PROJECT SPEC ID LIST

SPEC ID	SPEC. SECTION & DESCRIPTION
ALSTOR-1	08 4313 - ALUMINUM STORE FRONT
BCS-1	10 2800 - BABY CHANGING STATION; POLYETHYLENE
CAST UND-2	03 5400 - CAST UNDERLAYMENT; WITH SOUND CONTROL MEMBRANE
CMU-1	04 2000 - STANDARD GREY CMU
FR PRF-1D	07 8100 - SPRAY APPLIED FIREPROOFING
FR STOP	07 8400 - THROUGH PENETRATION FIRESTOPPING
FUR-4	09 2116 - RESILIENT FURRING CHANNELS
GB-18	10 2800 - GRAB BAR; 18 INCHES
GB-36	10 2800 - GRAB BAR; 36 INCHES
GB-42	10 2800 - GRAB BAR; 42 INCHES
GYP BD-1	09 2116 - 5/8" TYPE X GYPSUM BOARD
GYP BD-4	09 2116 - 5/8" TYPE C GYPSUM BOARD
INSUL-1	07 2100 - XPS EXTRUDED POLYSTYRENE INSULATION
INSUL-5	07 2100 - HIGH DENSITY XPS EXTRUDED POLYSTYRENE INSULATION
INSUL-33	07 2126 - BULK CELLULOSE FIBER INSULATION FOR PNEUMATIC PLACEMENT
INSUL-80	09 2116 - ACOUSTIC INSULATION, MINERAL FIBER
MET STUD-2	09 2116 - NON-LOADBEARING METAL STUDS, 20 GA.
MIR-S0	10 2800 - MIRROR; FRAMELESS
NPKN DISP-1	
PC PNL-2	03 4500 - ARCHITECTURAL PRECAST WALL PANELS WITHOUT INSULATION
SEALANT-1	07 9200 - JOINT SEALANT OR CAULKING WITH OR WITHOUT BACKER ROD
SMF-2	07 6200 - PREFINISHED ALUMINUM
SP-1	10 2800 - SOAP DISPENSER; WALL MOUNT
SSM-1	
TEMP GL-3	08 8000 - 1/2" TEMPERED GLASS
TP-1	10 2800 - TOILET PAPER DISPENSER; SINGLE ROLL
TP-2	10 2800 - TOILET PAPER DISPENSER; DOUBLE ROLL
VPR RET-4	03 3000 - 15 MIL UNDERSLAB VAPOR RETARDER
WD BLKG	06 1000 - WOOD BLOCKING
WD SHTG-1	06 1000 - 3/4" SUBFLOOR/UNDERLAYMENT COMBINATION
WD SHTG-32	06 1000 - 3/4" SHEATHING

LIST OF ABBREVIATIONS

CODE	LIST OF ABBREVIATIONS DESCRIPTION
GALV	GALVANIZED
GC	GENERAL CONTRACTOR
GEN	GENERAL
GL	GLASS OR GLAZING
GWB	GYPSUM WALL BOARD
HB	HOSE BIB
HCP	HANDICAP
HDW	HARDWARE
HDWD	HARDWOOD
HM	HOLLOW METAL
HORZ	HORIZONTAL
HT	HEIGHT
IBC	INTERNATIONAL BUILDING CODE
INSUL	INSULATION
JAN	JANITOR
LAM	LAMINATE
LAV	LAVATORY
MAS	MASONRY
MB	MARKERBOARD
MDF	MEDIUM DENSITY FIBERBOARD
MECH	MECHANICAL
MH	MANHOLE
ML	MATCHLINE
MTL	METAL
MTL STD	METAL STUD
NC	NON COMBUSTIBLE
NIC	NOT IN CONTRACT
NOM	NOMINAL
NTS	NOT TO SCALE
OC	ON CENTER
OFCI	OWNER FURNISHED CONTRACTOR INSTALLED
OFOI	OWNER FURNISHED OWNER INSTALLED
OH	OVERHEAD
OSB	ORIENTED STRAND BOARD
PB	PARTICLE BOARD
PC	PRECAST
PLAM	PLASTIC LAMINATE
PLAST	PLASTER
PLYWD	PLYWOOD
PREV	PREVIOUS
PT	PAINT
PTD	PAPER TOWEL DISPENSER
RAD	RADIUS
REINF	REINFORCEMENT
REQ'D	REQUIRED
REV	REVERSE
RM	ROOM
RO	ROUGH OPENING
RTU	ROOF TOP UNIT
SD	SMOKE DETECTOR
SECT	SECTION
SHT	SHEET
SIM	SIMILAR
SPD	SOAP DISPENSER
SPEC	SPECIFICATIONS
SQ	SQUARE
SUSP	SUSPEND
TC	THIN COAT
TEMP	TEMPORARY/TEMPERATURE
TO	TOP OF
TP	TOILET PARTITIONS
TPD	TOILET PAPER DISPENSER
TRTD	TREATED
TS	TRANSITION STRIP
TYP	TYPICAL
UL	UNDERWRITERS LABORATORIES
UNO	UNLESS NOTED OTHERWISE
VCT	VINYL COMPOSITION TILE
W/	WITH
WD	WOOD
WDW	WINDOW

MATERIAL MATRIX

- CONCRETE; CUT/SURFACE PATTERN
- FILL; SEE STRUCTURAL
- BRICK; CUT PATTERN
- BRICK; SURFACE PATTERN
- CMU; CUT PATTERN
- CMU; SURFACE PATTERN
- BURNISHED CMU; SURFACE PATTERN
- GROUT; CUT PATTERN
- STONE; CUT PATTERN
- ALUMINUM; CUT PATTERN
- STEEL; CUT PATTERN
- MDF; CUT PATTERN
- PLYWOOD; CUT PATTERN
- SOLID SURFACE; CUT PATTERN
- WOOD; CUT PATTERN
- WOOD; SURFACE PATTERN
- METAL PANEL; SURFACE
- CORRUGATED METAL PANEL; SURFACE
- FLUSH METAL PANEL; SURFACE
- RIGID INSULATION; CUT PATTERN
- TAPERED INSULATION; SURFACE PATTERN
- SPANDREL GLAZING; SURFACE PATTERN
- GLAZING; SURFACE PATTERN
- A.C.T (1); SURFACE PATTERN
- A.C.T (2); SURFACE PATTERN
- A.C.T (3); SURFACE PATTERN
- A.C.T; CUT PATTERN
- CARPET TILE; SURFACE PATTERN
- ACCENT CARPET TILE; SURFACE PATTERN
- INTERIOR GYPSUM; CUT PATTERN
- EXTERIOR GYPSUM SHEATHING; CUT PATTERN
- TILE; CUT PATTERN
- EARTH; CUT PATTERN
- PEA ROCK; CUT PATTERN
- SAND; CUT PATTERN

PROJECT GENERAL NOTES

A. FIRST LEVEL ELEVATION OF 100'-0" NOTED ON ARCHITECTURAL AND STRUCTURAL DRAWINGS EQUALS ELEVATION OF 000.00' NOTED ON CIVIL DRAWINGS.
B. THE OWNER'S NORMAL OPERATIONS WILL BE CONTINUED DURING CONSTRUCTION. THE CONSTRUCTION SHALL NOT INTERFERE WITH THESE OPERATIONS IN ANY WAY WITHOUT THE OWNER'S EXPRESSED CONSENT.
C. IT SHALL BE EACH TRADE CONTRACTORS RESPONSIBILITY TO VISIT THE SITE AND FAMILIARIZE HIMSELF/HERSELF WITH ALL EXISTING CONDITIONS. EACH CONTRACTOR SHALL TAKE ALL NECESSARY FIELD MEASUREMENTS AND OTHERWISE VERIFY ALL DIMENSIONS AND EXISTING CONSTRUCTION CONDITIONS INDICATED AND/OR SHOWN ON THE DRAWINGS. SHOULD ANY ERROR OR INCONSISTENCY EXIST, THE CONTRACTOR SHALL NOT PROCEED WITH THE WORK AFFECTED THEREBY UNTIL REPORTING THE SAME TO THE ARCHITECT AND THE OWNERS REPRESENTATIVE FOR CLARIFICATION AND/OR CORRECTION.
D. DIMENSIONS FOLLOWED BY +/- SHALL BE REVIEWED AND ALL NECESSARY ADJUSTMENTS MADE PRIOR TO FABRICATION AND/OR INSTALLATION OF WORK. NOTIFY ARCHITECT/ENGINEER OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK.
E. ALL EXISTING CONSTRUCTION AND SURFACES WHICH ARE TO REMAIN BUT ARE AFFECTED BY THE WORK UNDER THIS CONTRACT SHALL BE RESTORED AND REFINISHED TO MATCH THE CONSTRUCTION, FINISH AND ALIGNMENT OF THE EXISTING ADJACENT CONSTRUCTION AND FINISHES.
F. VERIFY QUANTITY, SIZE AND LOCATION OF ALL FLOOR, ROOF AND WALL OPENINGS FOR MECHANICAL AND ELECTRICAL WORK WITH THE APPROPRIATE TRADE. PROVIDE ALL OPENINGS SHOWN OR REQUIRED FOR COMPLETION OF WORK.
G. COORDINATE SIZE AND LOCATION OF ALL ACCESS PANELS WITH APPROPRIATE TRADES. COORDINATE SIZE & LOCATION OF ALL HOUSE-KEEPING PADS AND/OR EQUIPMENT SUPPORTS WITH APPROPRIATE EQUIPMENT MANUFACTURER.
H. PROVIDE POSITIVE SLOPE TO ALL FLOOR DRAINS WHILE KEEPING FLOOR LEVEL AT WALL BASE CONDITION. PROVIDE FIRE WATCH DURING FIELD CUTTING AND WELDING OPERATIONS, MEETING OWNERS REQUIREMENTS.
I. PROVIDE FIRE RETARDANT WOOD BLOCKING AND/OR 18 GA METAL PLATES BETWEEN STUDS AT ALL LOCATIONS REQUIRING BLOCKING IN WALL. THESE LOCATIONS INCLUDE BUT ARE NOT LIMITED TO GRAB BARS, CRASH RAILS, CABINETS, WALL HUNG SHELVES, ARTWORK, ETC.
J. THE EXTENT OF HATCHING ON DRAWINGS IS ONLY SUFFICIENT TO INDICATE THE NATURE OF THE CONSTRUCTION OR MATERIALS. TERMINATION OF THE HATCHING SHALL NOT BE CONSTRUED TO REPRESENT A CHANGE OR TERMINATION OF MATERIAL.
K. THE CONTRACTOR SHALL VERIFY THE EXISTENCE, LOCATION AND ELEVATION OF ALL UNDERGROUND UTILITIES IN WORK AREAS PRIOR TO PROCEEDING WITH CONSTRUCTION. ALL DISCREPANCIES SHALL BE DOCUMENTED AND FORWARDED TO ARCHITECT AND OWNERS REPRESENTATIVE FOR ACTION.
L. IT IS THE CONTRACTORS RESPONSIBILITY TO INVESTIGATE FIELD CONDITIONS AND PROVIDE AS NEEDED TEMPORARY SUPPORTS, SHORING AND/OR PROTECTION OF EXISTING STRUCTURES AND UNDERGROUND UTILITIES DURING EXECUTION OF WORK.
M. ALL WORK TO CONFORM TO THE REQUIREMENTS OF THE LOCAL AND STATE CODES.
N. RELEVANT DIMENSIONS AND ELEVATIONS FOR EQUIPMENT INSTALLATIONS SHALL BE VERIFIED AGAINST MANUFACTURERS CERTIFIED EQUIPMENT DRAWINGS.
O. CONTRACTOR SHALL PROVIDE TEMPORARY DUST PROOF PARTITIONS AS REQUIRED, OR WHERE REQUESTED BY OWNERS' REPRESENTATIVE. PARTITIONS SHALL BE FIRE RATED WHERE REQUIRED BY CODE HAVING JURISDICTION. ALL TEMPORARY PARTITIONS SHALL BE CONSTRUCTED IN A MANNER AND OF MATERIALS OFFERING ADEQUATE PROTECTION TO OWNER'S EQUIPMENT AND PERSONNEL.
P. DO NOT SCALE DRAWINGS TO DETERMINE SIZES AND DIMENSIONS. USE FIGURED DIMENSIONS ONLY. DIMENSIONS ARE TO FINISHED FACE OF WALLS UNLESS OTHERWISE NOTED. ALL PERIMETER DIMENSIONS ARE FROM FACE OF PERIMETER WALLS.
Q. ALL PENETRATIONS TO FLOORS, CEILINGS AND WALLS SHALL BE SEALED AND FIRE STOPPED TO A FIRE RATING EQUAL TO THE CONSTRUCTION BEING PENETRATED.
R. NEW WORK SHALL ALIGN WITH AND MATCH EXISTING WORK UNLESS NOTED OTHERWISE.

SYMBOLS LEGEND

ROOM IDENTIFICATION TAG
SAMPLE ROOM NAME — ROOM NAME
101 — ROOM NUMBER
150 SF — ROOM AREA

OPENING IDENTIFICATION TAGS
Typ — DOOR NUMBER
MARK
Typ — WINDOW IDENTIFICATION
CURTAINWALL / STOREFRONT IDENTIFICATION

COLUMN/GRID/LEVEL IDENTIFICATION
XX.X — NEW COLUMN / STRUCTURAL GRID
XX.X — EXISTING COLUMN / STRUCTURAL GRID
NAME
EL.= ELEVATION — ELEVATION DATUM

ASSEMBLY IDENTIFICATION
A4.25 — WALL / FLOOR / ROOF TAG

MATERIAL/OBJECT IDENTIFICATION
(?) — MATERIAL ID TAG

REVISION DELTA AND CLOUD
1 — REVISION TAG
REVISION CLOUD

DRAWING IDENTIFICATION
4A — DRAWING NUMBER
X.XX — SHEET NUMBER
View Name — DRAWING NAME
SCALE: 1/8" = 1'-0" — DRAWING SCALE

SECTION IDENTIFICATION
1 — DIRECTION OF CUT
A101 — DRAWING NUMBER / SHEET NUMBER

DETAIL SECTION IDENTIFICATION
1 — DRAWING NUMBER
Ref
A101 — SHEET NUMBER

ELEVATION IDENTIFICATION
1 — ELEVATION NUMBER
1 A101 1 — SHEET NUMBER

NORTH ARROW
PLAN NORTH
TRUE NORTH

SHEET KEYNOTES
XX — KEYNOTE

DESIGN TEAM

Architect
JLG Architects
124 North 3rd Street
Grand Forks, ND 58501
P: 701.746.1727
Contact: Ryan Rademacher

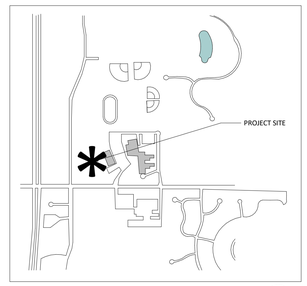
Civil Engineer
Design Tree Engineering
120 17th Ave. W.
Alexandria, MN 56308
P: 320.460.7104
Contact: Jeremy Anderson

Structural Engineer
XXXXX XXX
XXXX XXXXX XXXXX
XXXXXXX XXXXXX
P: 701.746.1727
Contact:

Mechanical Engineer
XXXXX XXX
XXXX XXXXX XXXXX
XXXXXXX XXXXXX
P: 701.746.1727
Contact:

Electrical Engineer
XXXXX XXX
XXXX XXXXX XXXXX
XXXXXXX XXXXXX
P: 701.746.1727
Contact:

PROJECT VICINITY MAP - ROGERS, MN



NORTH
DRAWING NOT TO SCALE

JLG architects
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Minneapolis, MN 55401
phone: (612) 746-4260
www.jlgarchitects.com

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PRELIMINARY
NOT FOR CONSTRUCTION

REVISION SCHEDULE

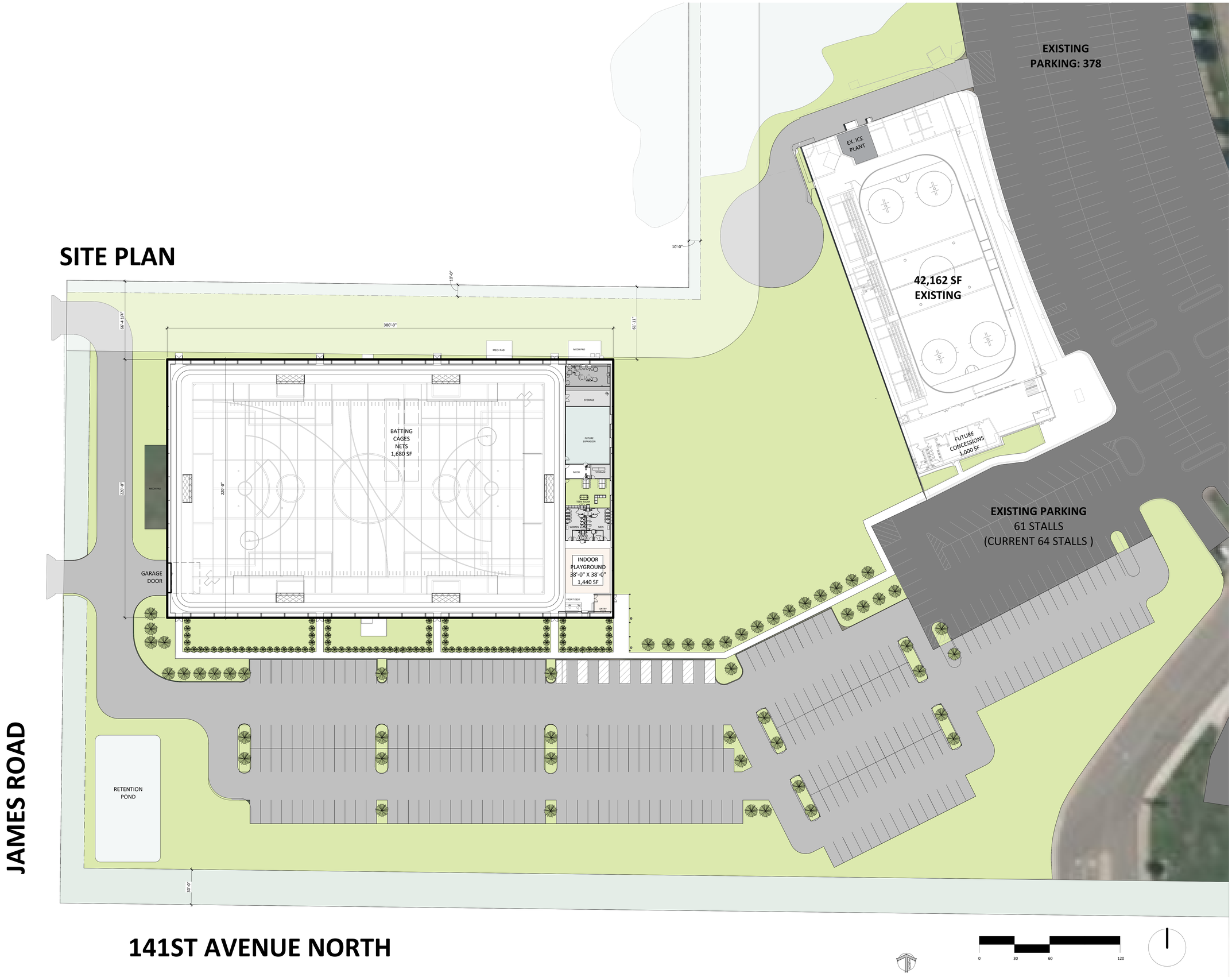
NO.	DESCRIPTION	DATE

CITY OF ROGERS
ROGERS INDOOR TURF
ROGERS, MN

DATE
08/02/24
PHASE
BID PACK 1
PROJECT
20166
SHEET
G101
TITLE SHEET

8/2/2024 1:20:34 PM

SITE PLAN



KEYNOTES - SITE PLAN

NO.	NOTE	REV.

JLG architects

710 South 2nd Street, 8th Floor
Minneapolis, MN 55401
phone: (612) 746-4260

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PRELIMINARY
NOT FOR CONSTRUCTION

REVISION SCHEDULE

NO.	DESCRIPTION	DATE

CITY OF ROGERS
ROGERS INDOOR TURF
ROGERS, MN

DATE
08/01/24

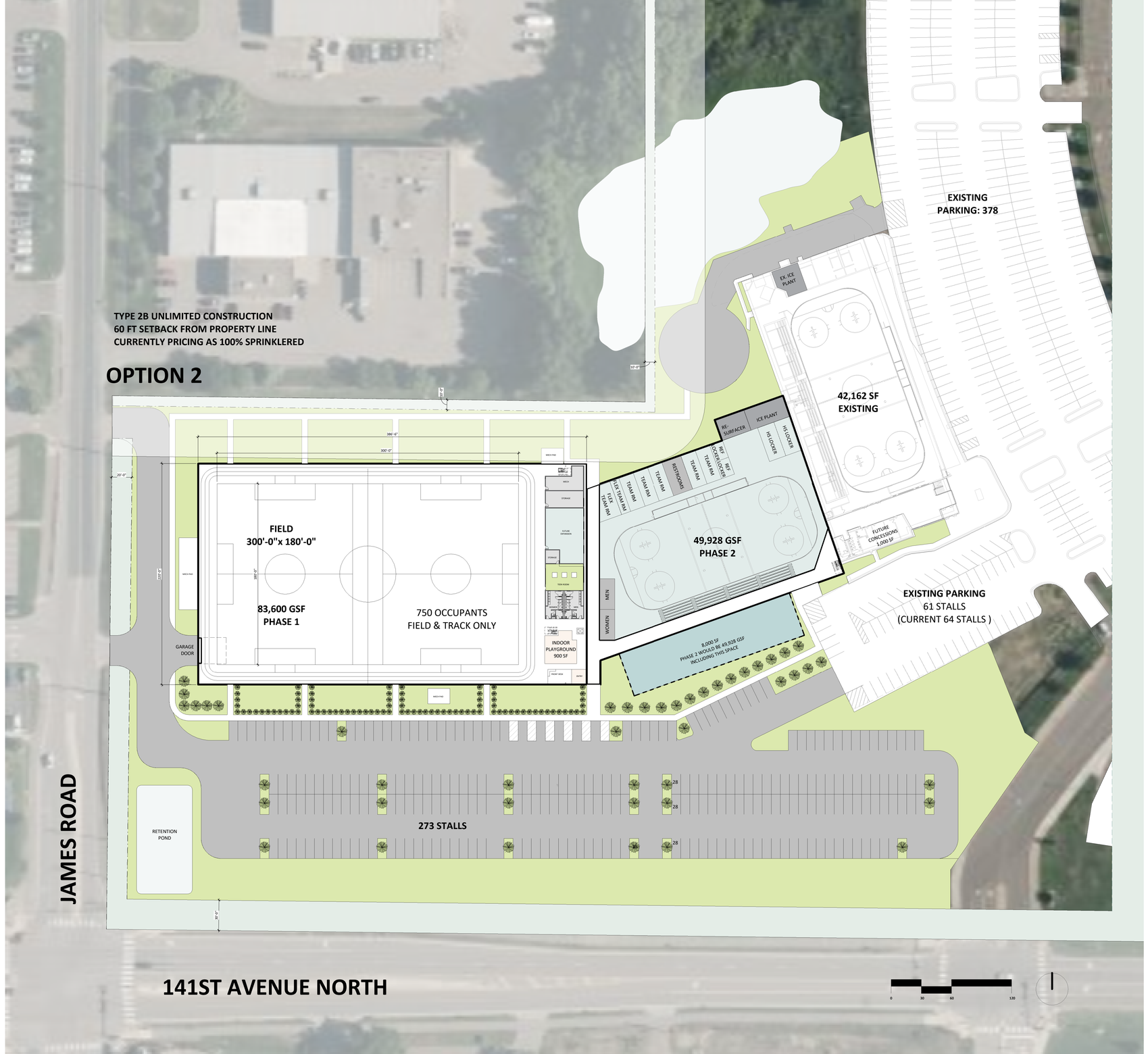
PHASE
BID PACK 1

PROJECT
20166

SHEET
A050

ARCHITECTURAL
SITE PLAN

8/21/2024 1:20:44 PM


TYPE 2B UNLIMITED CONSTRUCTION
60 FT SETBACK FROM PROPERTY LINE
CURRENTLY PRICING AS 100% SPRINKLERED
OPTION 2
EXISTING
PARKING: 378
EX. ICE PLANT
42,162 SF
EXISTING
HS SURFACER
ICE PLANT
HS LOCKER
REF LOCKER/LOCKER
TEAM RM
RESTROOMS
TEAM RM
TEAM RM
TEAM RM
TEAM RM
TEAM RM
FIELD
300'-0"x 180'-0"
83,600 GSF
PHASE 1
750 OCCUPANTS
FIELD & TRACK ONLY
49,928 GSF
PHASE 2
FUTURE CONCESSIONS
1,000 SF
MEN
WOMEN
EXISTING PARKING
61 STALLS
(CURRENT 64 STALLS)
8,000 SF
PHASE 2 WOULD BE 49,928 GSF
INCLUDING THIS SPACE
INDOOR
PLAYGROUND
900 SF
GARAGE
DOOR
273 STALLS
RETENTION
POND
JAMES ROAD
141ST AVENUE NORTH
0
30
60
120

NOTES:

1. ALL DIMENSIONS SHOWN ARE TO FLOW LINE, CENTERLINE OF FENCE, EDGE OF PAVEMENT, OR EXTERIOR FACE OF BUILDING, UNLESS OTHERWISE NOTED.
2. CONTRACTOR SHALL VERIFY ALL PLAN AND DETAIL DIMENSIONS PRIOR TO CONSTRUCTION.
3. ALL CROSSWALK STRIPING SHALL BE WHITE IN COLOR.
4. ALL INTERIOR PARKING STALL STRIPING SHALL BE 4" AND YELLOW IN COLOR.
5. ACCESSIBLE PARKING STALL STRIPING, ACCESS AISLE, SYMBOL, AND SIGNAGE SHALL BE IN ACCORDANCE WITH LOCAL AUTHORITY REQUIREMENTS.
6. CONTRACTOR SHALL MAINTAIN FULL ACCESS TO ADJACENT PROPERTIES DURING CONSTRUCTION AND TAKE ALL PRECAUTIONS NECESSARY TO AVOID PROPERTY DAMAGE TO ADJACENT PROPERTIES.
7. ALL SITE WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEER.
8. CONTRACTOR SHALL PROVIDE A TEMPORARY PEDESTRIAN ACCESS ROUTE PLAN FOR ANY WORK PERFORMED WITHIN THE PUBLIC RIGHT-OF-WAY.
9. CONTRACTOR SHALL PROVIDE A TEMPORARY TRAFFIC CONTROL PLAN FOR ANY WORK PERFORMED WITHIN THE PUBLIC RIGHT-OF-WAY.
10. GOPHER STATE ONE CALL DAMAGE PREVENTION SYSTEM FOR BURIED UTILITIES. 1-800-252-1166. CONTRACTOR SHALL HIRE A PRIVATE UTILITY LOCATOR TO ASSIST WITH PRIVATE UTILITY LOCATES.

SITE LEGEND

- LIGHT DUTY BITUMINOUS PAVEMENT
- HEAVY DUTY BITUMINOUS PAVEMENT
- CONCRETE PAVEMENT
- CONCRETE SIDEWALK
- CURB AND GUTTER
- TIPPED CURB AND GUTTER
- RETAINING WALL
- TRAFFIC CONTROL SIGNAGE
- PAINTED DIRECTIONAL ARROW
- PAINTED ACCESSIBLE PARKING SYMBOL

PROPERTY INFORMATION

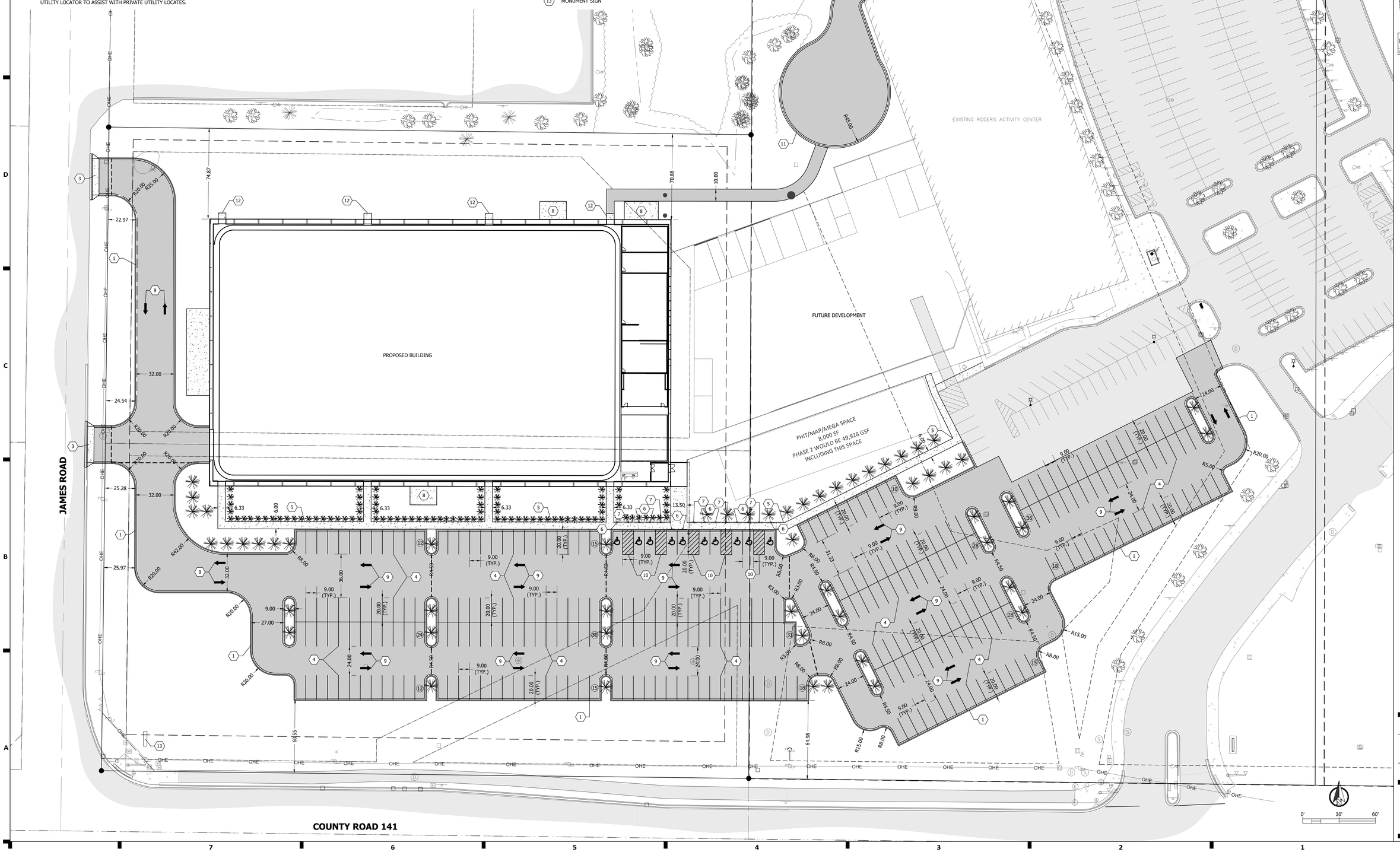
TOTAL PROPERTY AREA	X AC
DISTURBED AREA	X ±AC
EXISTING IMPERVIOUS AREA	X AC
PROPOSED IMPERVIOUS AREA	X AC

PARKING INFORMATION

PARKING STALLS	294 STALLS
ACCESSIBLE STALLS	10 STALLS
TOTAL STALLS	304 STALLS

KEY NOTES:

1. B612 CURB AND GUTTER
2. ADA PEDESTRIAN RAMP (SEE DETAILS)
3. CONCRETE DRIVE APRON
4. PARKING STRIPING
5. CONCRETE SIDEWALK
6. "ACCESSIBLE PARKING" SIGN & POST
7. "NO PARKING" SIGN & POST
8. ELECTRICAL EQUIPMENT (SEE ARCH.)
9. PAINTED PAVEMENT MESSAGE AND DIRECTIONAL ARROWS
10. ACCESSIBLE PARKING STRIPING
11. D4 MOUNTABLE CURB & GUTTER
12. CONCRETE STOOP
13. MONUMENT SIGN



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DESIGN TREE engineering + land surveying
Corporate Office
120 17th Ave W Alexandria, MN 56308
888-298-5816

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

MICHAEL J. GERBER REG. NO. 50653 DATE: 07/30/24

REVISION SCHEDULE

NO.	DESCRIPTION	DATE

CITY OF ROGERS
ROGERS INDOOR TURF
ROGERS, MN

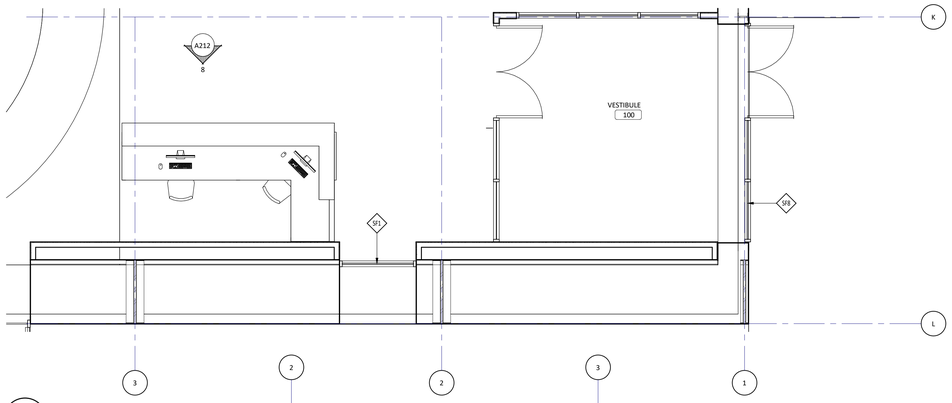
DATE
07/30/2024

PHASE
100% DD

PROJECT
02224002

SHEET
C201

SITE PLAN



4A A212 ENLARGED ENTRY VESTIBULE
SCALE: 1/4" = 1'-0"

ENTRY VESTIBULE

KEYNOTES - INTERIOR ELEV.

NO.	NOTE	REV.

SHEET SPEC ID LIST

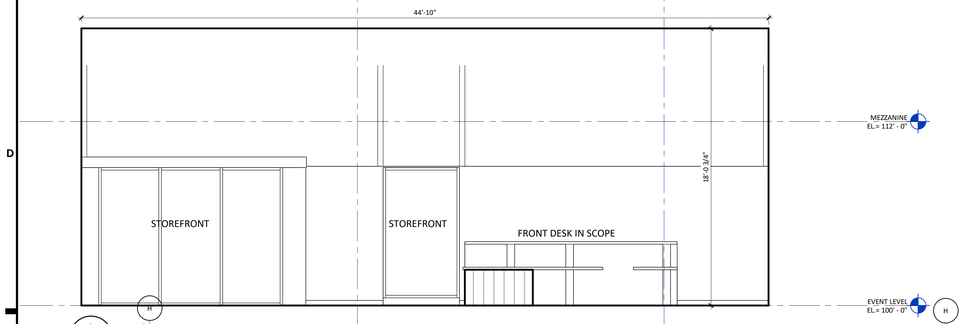
SPEC ID	SPEC SECTION & DESCRIPTION
BCS-1	10 2800 - BABY CHANGING STATION; POLYETHYLENE
GB-18	10 2800 - GRAB BAR; 18 INCHES
GB-36	10 2800 - GRAB BAR; 36 INCHES
GB-42	10 2800 - GRAB BAR; 42 INCHES
MIR-50	10 2800 - MIRROR; FRAMELESS
NPKN DISP-1	
SP-1	10 2800 - SOAP DISPENSER; WALL MOUNT
TP-1	10 2800 - TOILET PAPER DISPENSER; SINGLE ROLL
TP-2	10 2800 - TOILET PAPER DISPENSER; DOUBLE ROLL

GENERAL NOTES - INTERIOR ELEVATIONS

A. REFER TO A620 & A621 FOR STANDARD CASEWORK ELEVATIONS AND CONSTRUCTION.
B. **ALL WALL SURFACES TO BE (PT-1) UNLESS NOTED OTHERWISE.**
C. PROVIDE LEVEL '5' DRYWALL FINISH AT ALL APPLIED GRAPHICS AND WRITABLE WALL SURFACE LOCATIONS.
D. PROVIDE WALL REINFORCEMENT AT ALL WALL MOUNTED ITEMS.
E. ANY EXPOSED CABINET EDGE SHALL BE FINISHED EDGE TO MATCH ADJACENT CABINET FINISH.
F. PAINT ALL EXPOSED (VISIBLE) DUCTWORK ABOVE THE CEILING LINE OF CLOUDS **(PT-#)**.
G. SEE SHEET G120 FOR ALL TOILET RIM HEIGHTS AND ACCESSORY MOUNTING HEIGHTS.

GENERAL NOTES - FLOOR PLAN

A. FOR TYPICAL BARRIER FREE TOILET ROOM TYPES AND ACCESSORIES REQUIREMENTS AND LOCATIONS SEE DWG G120.
B. FOR TYPICAL HOUSEKEEPING CLOSETS ACCESSORIES REQUIREMENTS AND MOUNTING LOCATIONS SEE DWG GXXX.
C. ALL PARTITION TYPES ARE "A4" TYPICALLY UNLESS OTHERWISE NOTED.
D. COORDINATE PARTITION FIRE RATED REQUIREMENTS AS INDICATED ON REFLECTED CEILING PLANS - DRAWING SERIES A700.
E. TYPICALLY INSTALL SOAP DISPENSERS AND PAPER TOWEL DISPENSER AT ALL SINKS UNLESS NOTED OTHERWISE.
F. PROVIDE WALL REINFORCEMENT PER DETAIL #X/A-XXX AT WALL-MOUNTED SHELVES AND STORAGE UNITS, MARKER BOARDS, BULLETIN BOARDS, TACK BOARDS, TELEVISIONS AND OTHER CONTRACTOR OR OWNER FURNISHED WALL-MOUNTED ITEMS (REFER TO ACCESSORIES AND EQUIPMENT SCHEDULE) SEE DWG AX-XXX.
G. FOR ALL CARPET TYPE CHANGES BETWEEN ROOMS, TRANSITION SHALL OCCUR AT CENTERLINE OF DOOR PANEL TYPICALLY - U.N.O. SEE DWG AX-XXX.
H. COORDINATE DIMENSIONS W/ ASTERISK (IE - '*X'-X") W/ EQUIPMENT VENDOR.
I. PROVIDE BULLNOSE ON ALL CMU OUTSIDE CORNERS - TYPICAL.
J. FOR INTERIOR METAL STUD CONSTRUCTION ALL DIMENSIONS ARE TO FACE OF METAL STUDS UNLESS NOTED OTHERWISE.
K. FOR WOOD CONSTRUCTION ALL DIMENSIONS ARE TO EXTERIOR FACE OF SHEATHING AND CENTERLINE OF STUDS UNLESS NOTED OTHERWISE.
L. ALL DIMENSIONS INDICATED AS 'CLEAR' ARE TO FACE OF FINISH (GYPSUM, TILE, ETC.).
M. ALL MASONRY DIMENSIONS ARE TO FACE OF MASONRY UNLESS NOTED OTHERWISE.
N. ALL EXTERIOR OPENING DIMENSIONS ARE ROUGH OPENINGS.
O. COORDINATE ALL FLOOR OPENING DIMENSIONS AND CLEARANCES FOR DUCTWORK W/ MECHANICAL CONTRACTOR - TYPICAL.
P. COORDINATE AND/OR CONFIRM ANY DIMENSIONAL DISCREPANCIES WITH ARCHITECT PRIOR TO INSTALLATION.



8 A212 FRONT ENTRY
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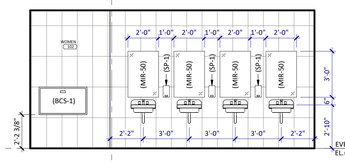

1A A212 WOMEN'S RESTROOM WEST
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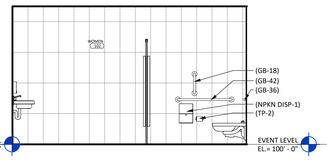

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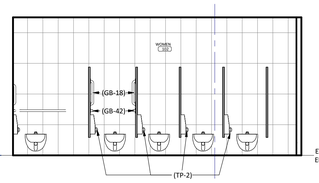

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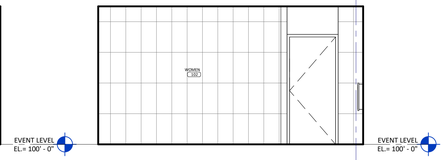

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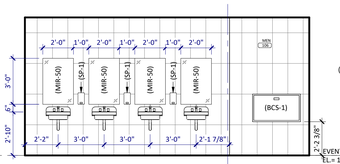

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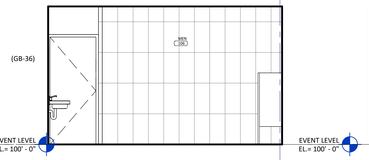

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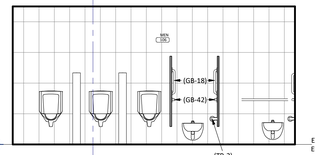

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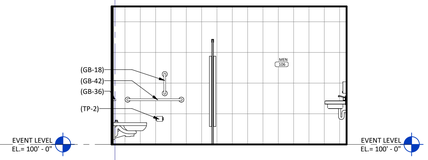

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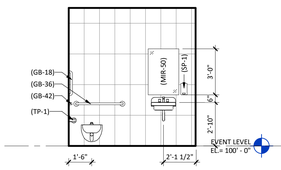
SCALE: 1/4" = 1'-0"



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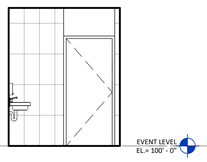

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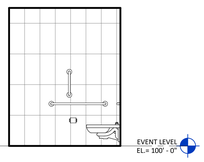
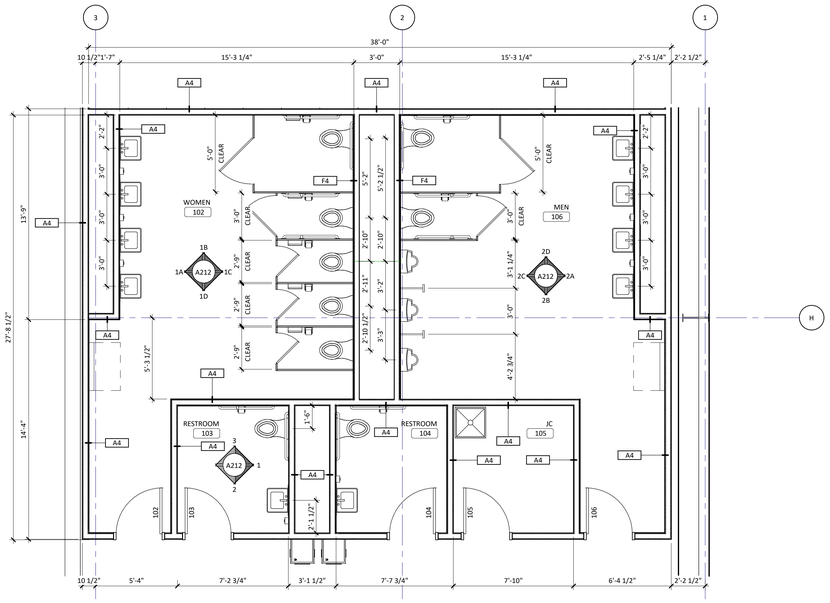


3 A212 RESTROOM A NORTH
SCALE: 1/4" = 1'-0"



4D A212 RESTROOMS
SCALE: 1/4" = 1'-0"

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PRELIMINARY
NOT FOR CONSTRUCTION

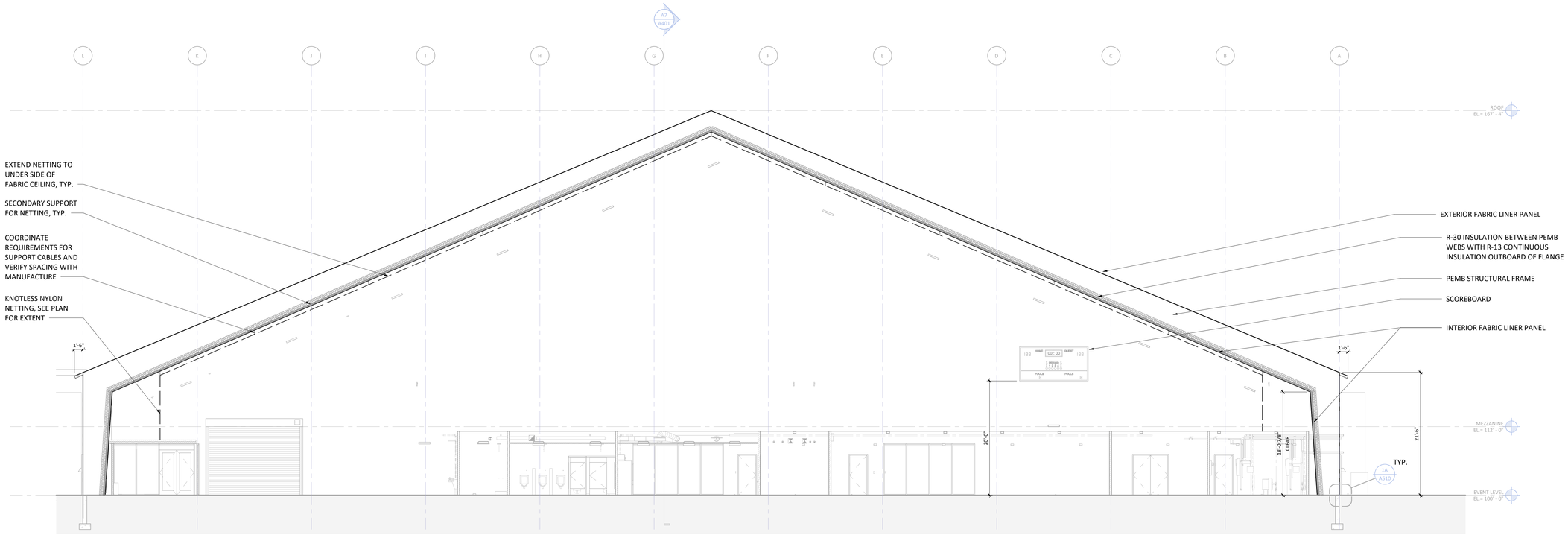
REVISION SCHEDULE		
NO.	DESCRIPTION	DATE

CITY OF ROGERS
ROGERS INDOOR TURF
ROGERS, MN

DATE 08/01/24
PHASE BID PACK 1
PROJECT 20166
SHEET A212
ENLARGED PLANS AND ELEVATIONS

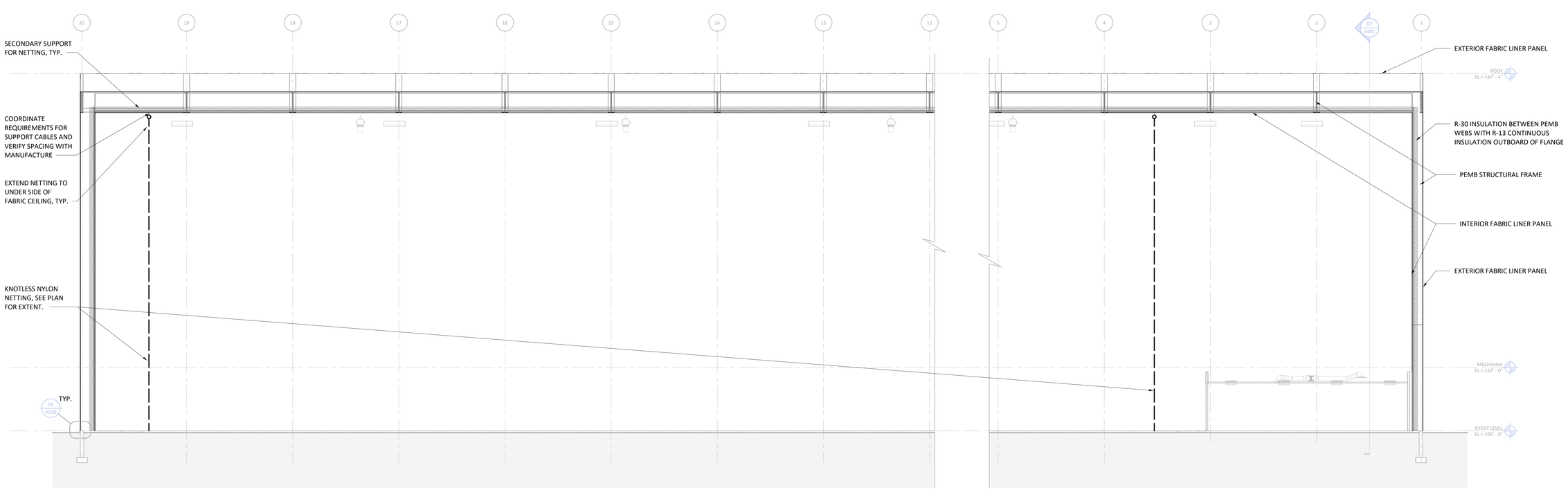
8/21/2024 1:20:56 PM

SHEET SPEC ID LIST	
SPEC ID	SPEC SECTION & DESCRIPTION



D7 A401 NORTH/SOUTH BUILDING SECTION

SCALE: 1/8" = 1'-0"



A7 A401 EAST/WEST BUILDING SECTION

SCALE: 1/8" = 1'-0"

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Minneapolis, MN 55401
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PRELIMINARY
NOT FOR CONSTRUCTION

CITY OF ROGERS
ROGERS INDOOR TURF
ROGERS, MN

DATE
08/02/24

PHASE
BID PACK 1

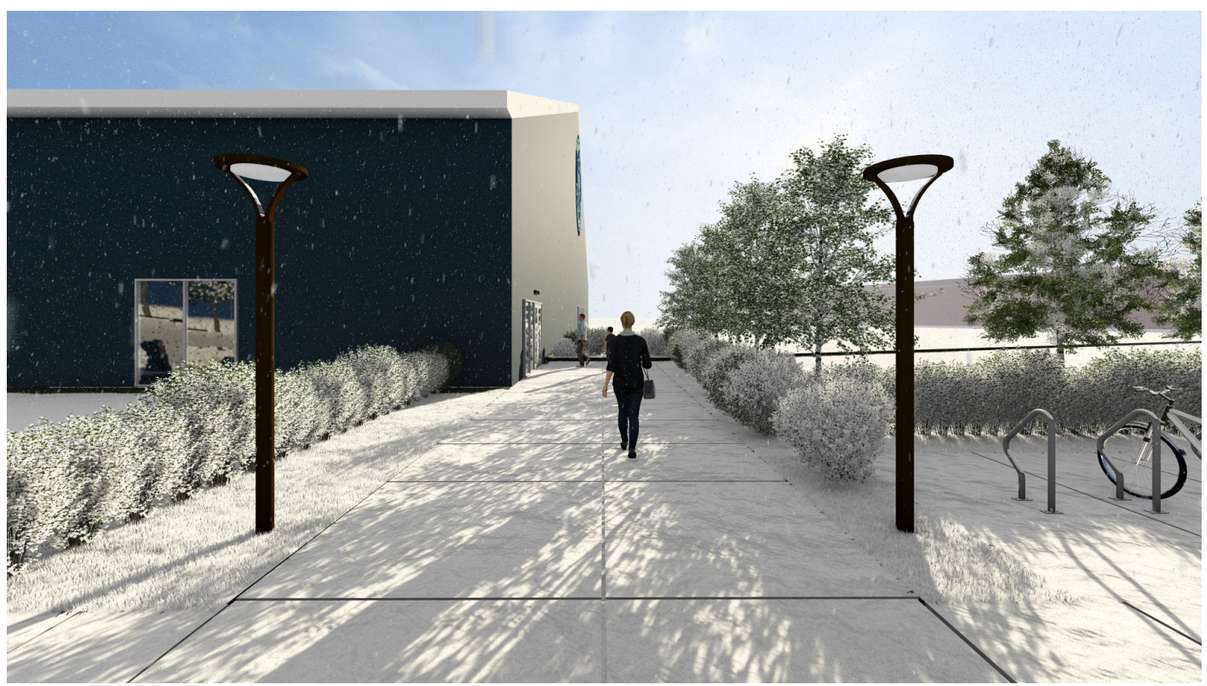
PROJECT
20166

SHEET
A401

BUILDING SECTIONS

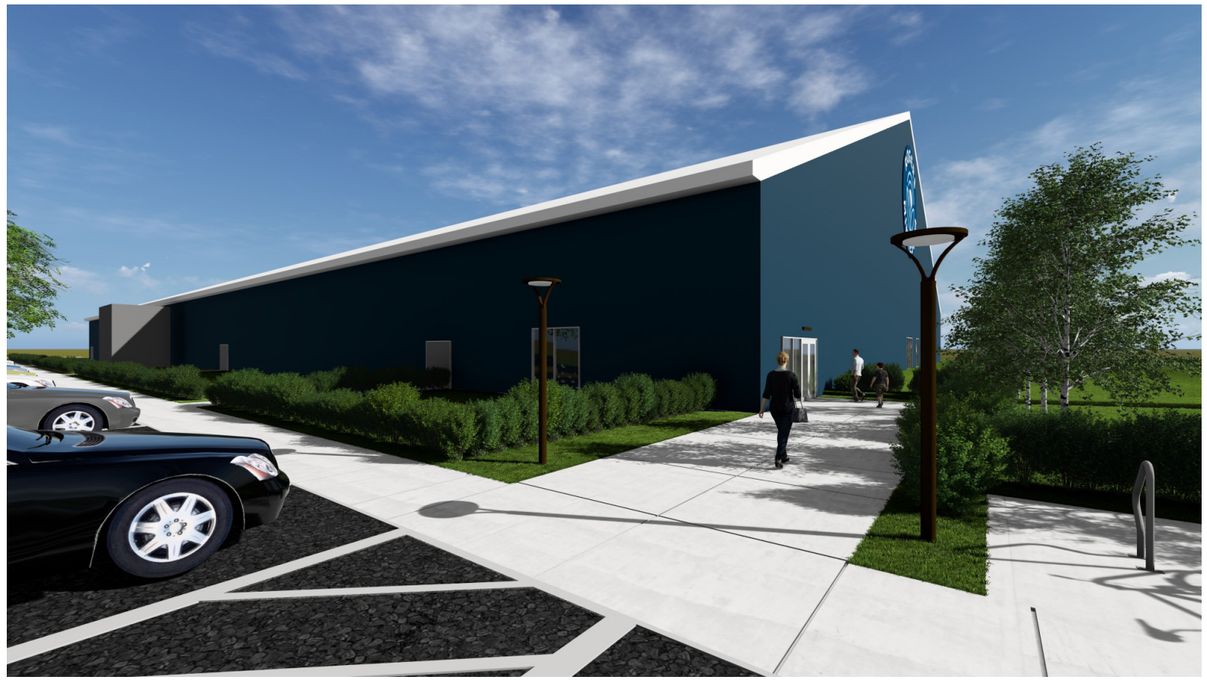
8/2/2024 1:21:12 PM

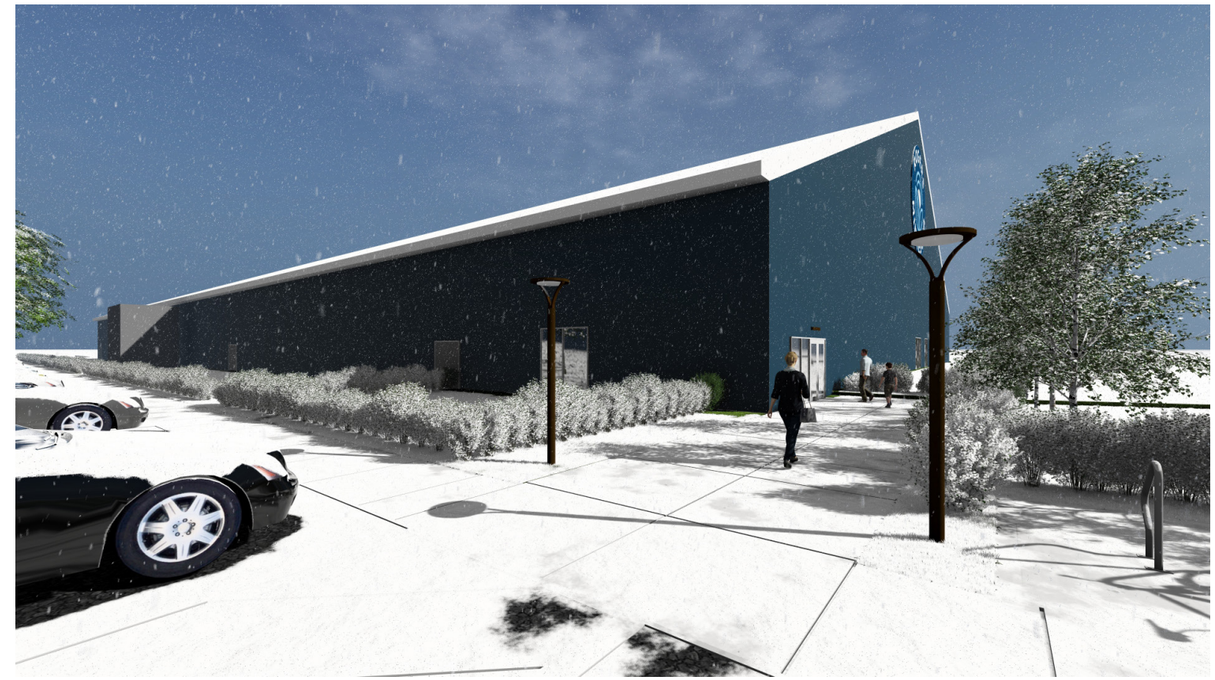
NAVY BLUE FABRIC

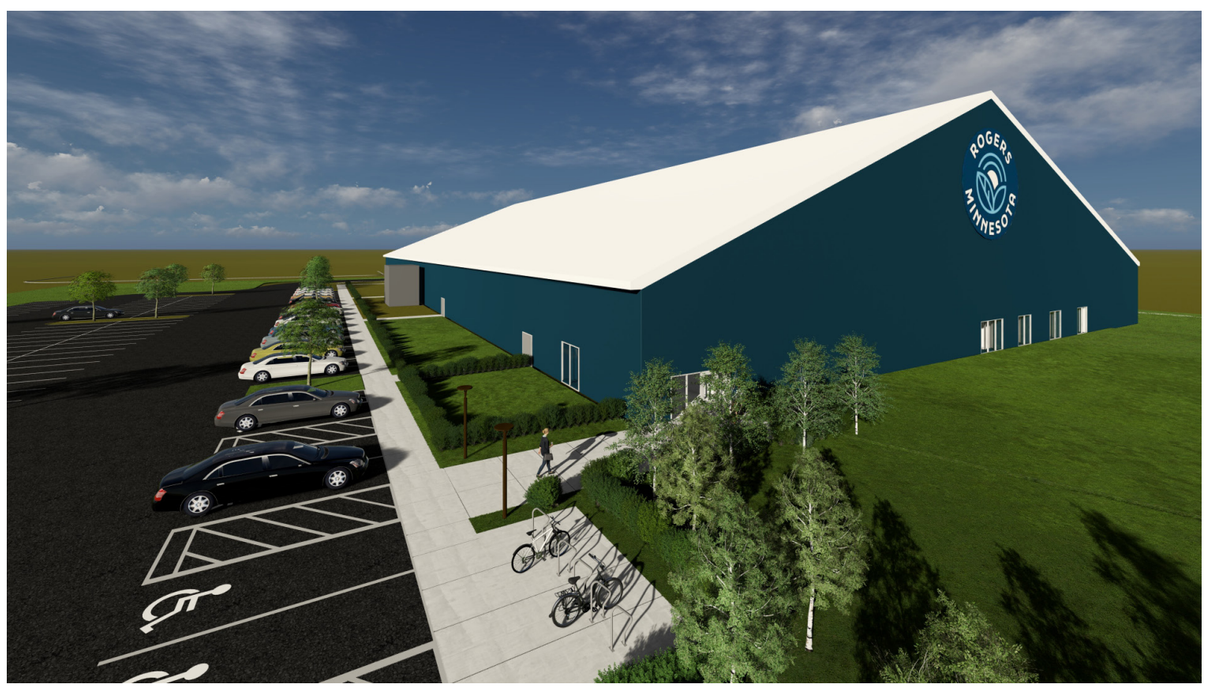


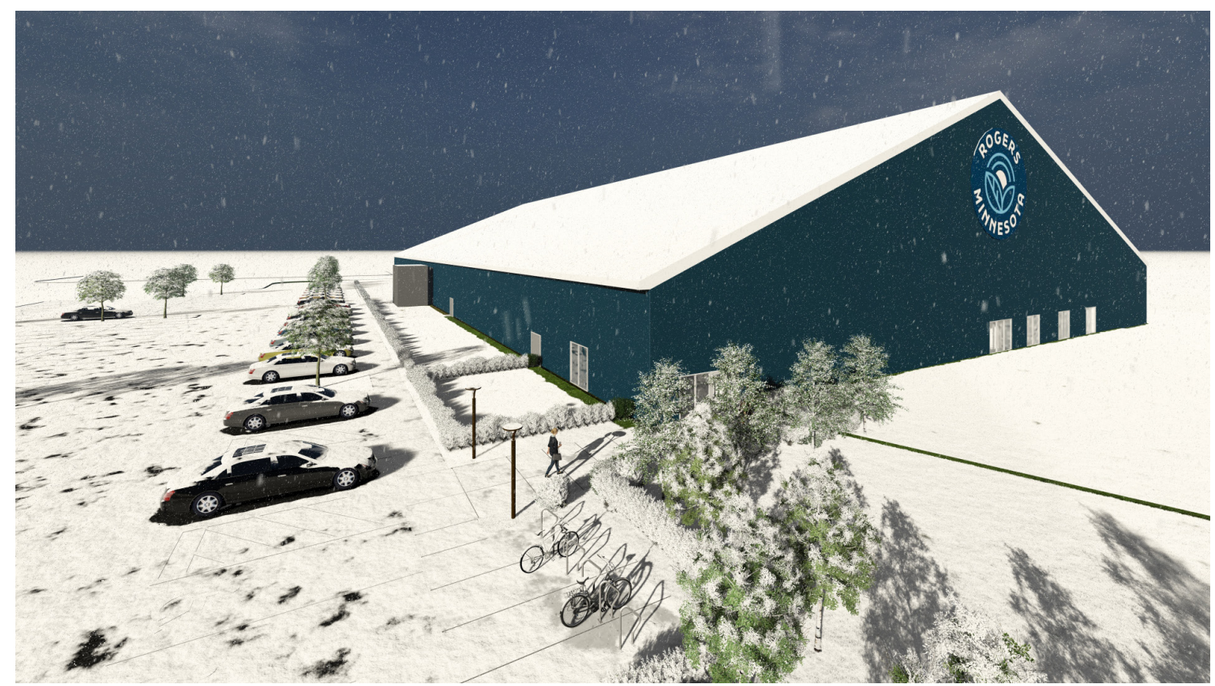
GRAY FABRIC

NAVY BLUE FABRIC









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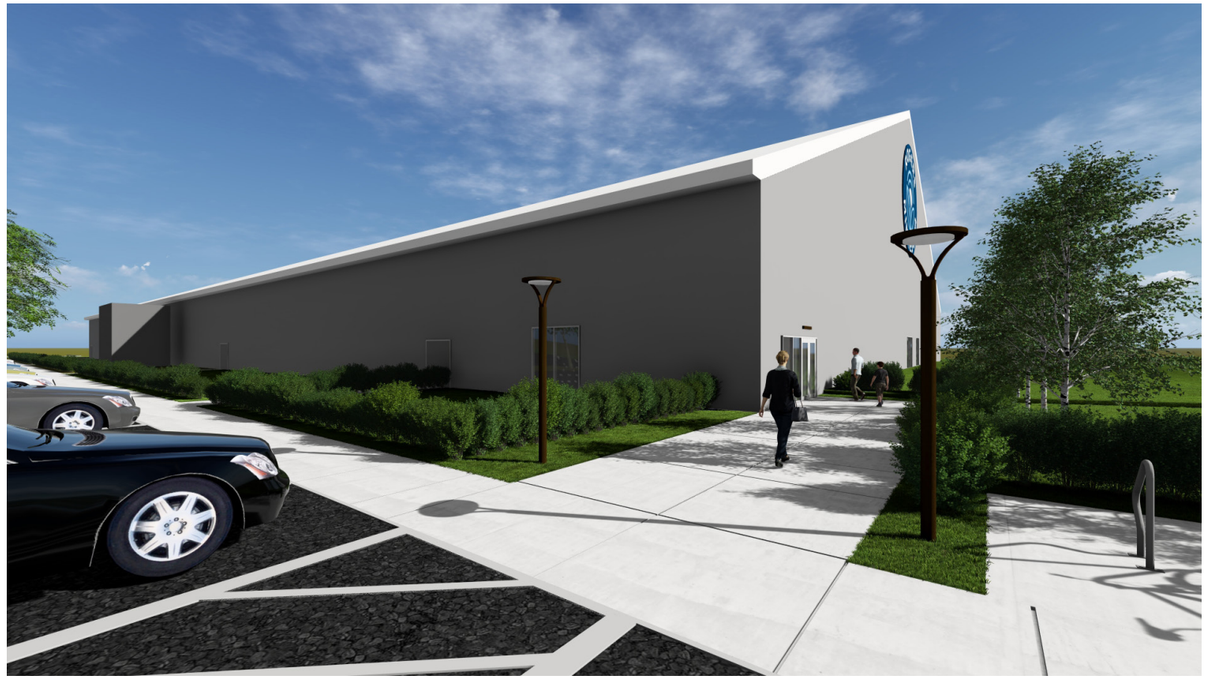
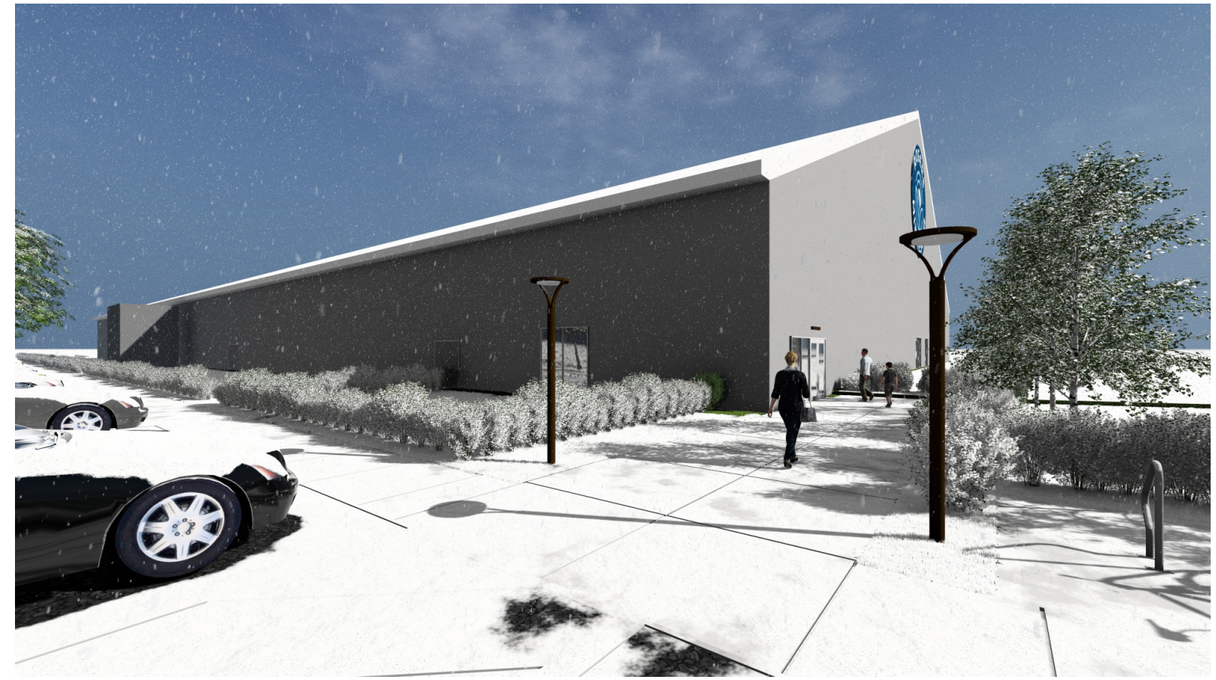
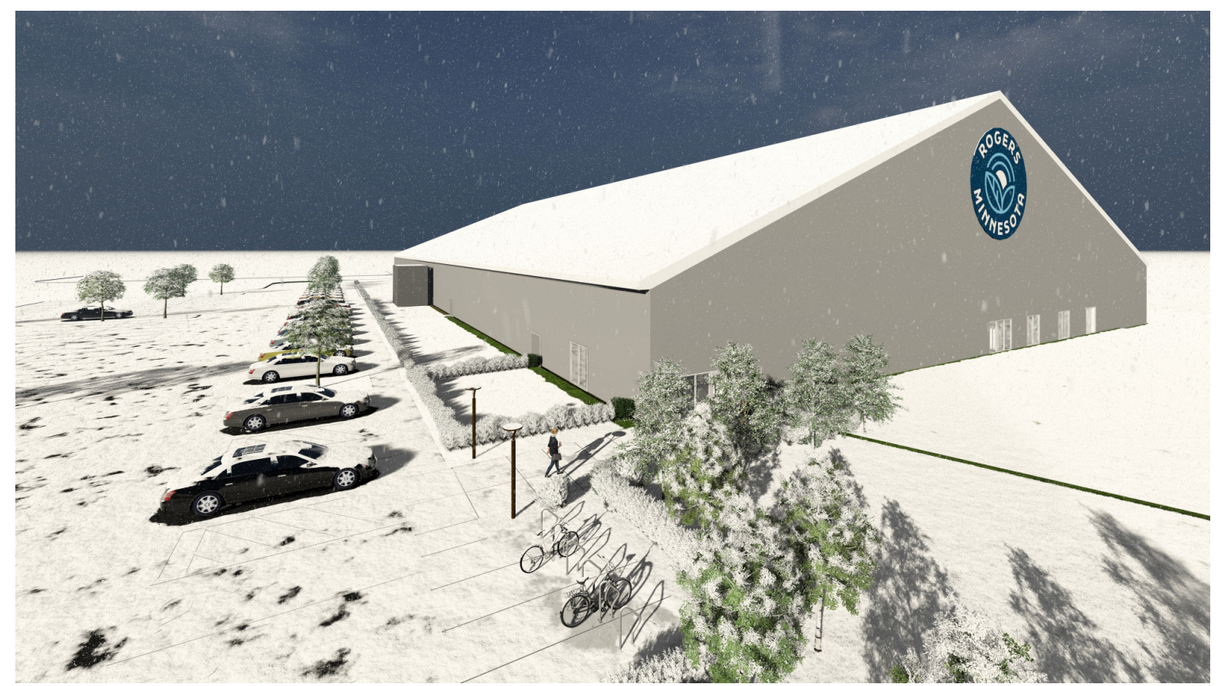






Owner: City of Rogers
Project: Rogers Indoor Turf Facility
Location Rogers, MN
Architect: JLG
Date: 8/22/2024
Area (SF): 83,642
Plans Dated: 8/1/2024

ROGERS INDOOR TURF - 100% DD ESTIMATE					
SUMMARY ITEM DESCRIPTION		QTY	UOM	TURF COST / BLDG. AREA	TURF BUILDING TOTAL COST
DIV. 01	General Requirements	1	LS	$ 7.05	$ 589,680
DIV. 02	Existing Conditions	1	LS	$ -	$ -
DIV. 03	Concrete	1	LS	$ 7.66	$ 640,981
DIV. 04	Masonry	1	LS	$ -	$ -
DIV. 05	Metals	1	LS	$ -	$ -
DIV. 06	Woods, Plastics & Composites	1	LS	$ 0.01	$ 1,000
DIV. 07	Thermal & Moisture Protection	1	LS	$ 0.03	$ 2,500
DIV. 08	Openings	1	LS	$ 2.34	$ 195,750
DIV. 09	Finishes (Includes Pivot Turf)	1	LS	$ 11.15	$ 932,601
DIV. 10	Specialties	1	LS	$ 0.26	$ 21,740
DIV. 11	Equipment	1	LS	$ -	$ -
DIV. 12	Furnishings	1	LS	$ 0.62	$ 52,100
DIV. 13	Special Construction (PEFS)	1	LS	$ 51.21	$ 4,282,986
DIV. 14	Conveying Equipment	1	LS	$ -	$ -
DIV. 21	Fire Suppression	1	LS	$ 4.50	$ 376,425
DIV. 22	Plumbing	1	LS	$ 1.58	$ 132,062
DIV. 23	HVAC	1	LS	$ 8.22	$ 687,814
DIV. 26	Electrical	1	LS	$ 10.62	$ 888,350
DIV. 27	Communications	1	LS	$ 0.65	$ 54,275
DIV. 28	Safety and Security	1	LS	$ 0.39	$ 33,000
DIV. 31	Earthwork	1	LS	$ 8.05	$ 673,406
DIV. 32	Exterior Improvements	1	LS	$ 12.58	$ 1,051,931
DIV. 33	Utilities	1	LS	$ 6.96	$ 582,000
TOTAL DIRECT COSTS				$ 133.89	$ 11,198,602
0.85%	Building Permit			$ 1.14	$ 95,188
1.58%	Bonds and Insurance			$ 2.13	$ 178,442
5.00%	CM Fee			$ 6.86	$ 573,612
7.50%	Contingency			$ 10.04	$ 839,895
0.00%	Escalation			$ -	$ -
	Design Fees			$ 5.74	$ 479,750
2.00%	Owners FFE Allowance			$ 2.68	$ 223,972
ESTIMATE TOTAL				$ 162.47	**$ 13,589,461**

STAFF REPORT **Meeting Date**: October 22, 2024

ROGERS CITY COUNCIL **Agenda Item**: 5.10

Subject: Approve Purchase of Three Ford Explorer Police Interceptors
Prepared By: Dan Wills, Chief of Police

Overview / Background / Analysis
The City's Financial Management Plan (FMP) in 2025 includes the purchase of (3) Ford Explorer Police Interceptor patrol vehicles. The vehicles were ordered in 2024 due to Ford restrictions on police fleet ordering. In 2023 and 2024, Ford canceled orders due to production line issues. Ford improved this process in building 2025 interceptors and is ahead of the production goals. All three police interceptors have arrived at the state contracted Ford dealership and are ready for delivery, ahead of the anticipated 2025 timeline.

Each Interceptor is budgeted at $82,000 for a total of $246,000. The amount required to purchase the vehicles now is $140,816.64, and they will not be outfitted until 2025.

Staff Recommendation
Motion to Approve Purchase of Three Ford Explorer Police Interceptors

Financial Impact: $246,000 **Source Fund**: Fund 400

Budgeted? Yes

Supporting Documentation
A. Tenvoorde Ford Quote

Assn. Ctr #

TENVOORDE FORD, INC P O BOX 1045 ST CLOUD, MN 56302

QUOTE

Customer City of Rogers

Name Daniel Wills
Address 21860 Industrial Court
City Rogers MN ZIP 55374
Phone 763-428-3450

Misc

Date 5/17/2024
Order No.
Contract No. 158505

Qty	Description	Unit Price	TOTAL
3	2025 Police Interceptor Utility AWD K8A S	$ 44,870.88	$ 134,612.64
3	99W - AWD 3.3L V6		$ -
	Added Factory Options		$ -
3	UM - Agate Black	$ -	$ -
3	9W - Interior Charcoal Black	$ -	$ -
3	153 - License Plate Bracket	$ -	$ -
3	51R - Spot Lamp	$ 376.00	$ 1,128.00
3	52P - Hidden Door Lock Plunger	$ 150.00	$ 450.00
3	59B - Keyed Alike - 1284x	$ 47.00	$ 141.00
3	90D - Ballistic Door Panels	$ 1,495.00	$ 4,485.00

	$ -
	$ -
	$ -
	$ -
	$ -
SubTotal	$ 46,938.88
TOTAL	$ 140,816.64

5-20-24

Captain Jeff Beck
Fleet Manager

Delivery Address if Different From Billing

NET 30

Vehicle Pickup Location Tenvoorde Ford PO Box 1045 St. Cloud MN 56302, Monday-Friday 8:00am-5:00pm Please Call Jade Aanenson 612-703-7789 Cell or Bob Aanenson 320-224-2808 Cell With Any Questions

Tenvoorde Ford The World's Oldest Ford Dealership

STAFF REPORT **Meeting Date**: October 22, 2024

ROGERS CITY COUNCIL **Agenda Item**: 5.11

Subject: Approval of Professional Service Agreement for Naming Rights at the Rogers Activity Center
Prepared By: Mike Bauer, Parks & Recreation Director

Overview / Background / Analysis
With Rogers Youth Hockey Association's (RYHA) rapid growth and increased demand for ice time, the City of Rogers has been working with RYHA to expand the Rogers Activity Center, which opened in 2007. In May 2024, the City Council approved a term sheet outlining a path to the expansion earlier than the City's short-to-medium-term financial plan. The Council approved a contract with HTG for the facility's design in September which is funded by RYHA in the amount of $388,100. To support these efforts and comply with the terms of the executed agreement, the City of Rogers is tasked with securing naming rights to contribute to the capital for the expansion of the ice arena and the construction of the indoor turf facility.

Front Burner Sports and Entertainment is a leading sponsorship representation agency with a proven track record in securing high-value naming rights agreements for municipal properties. Their extensive experience includes success in working with municipalities such as Ramsey County (Vadnais Sports Center) and the City of Elk River (Community Events Center), securing substantial long-term naming rights deals.

Front Burner's proposal outlines a comprehensive plan to secure naming rights for the expanded RAC. Their approach includes an initial facility audit, developing a targeted sponsor prospect list, and aggressive outbound marketing to potential partners. Additionally, Front Burner's team will handle all aspects of sponsorship negotiation and contract execution.
Key highlights of their representation include:

- A fee structure includes a monthly rate of $2,500 for Phase I (Discovery & Evaluation) and $2,000 monthly for Phase II and III, with a total of not exceeding $37,000 for the entire project.
- A commission-based payment of 12% on the lifetime value of secured sponsorships.
- Full transparency through regular reports and close collaboration with city officials and stakeholders ensures the project meets our financial goals and expectations.

Based on their demonstrated success, deep industry connections, and ability to deliver

high-value sponsorships, I recommend that the City Council approve a professional services agreement with Front Burner Sports and Entertainment. Their expertise will be instrumental in helping us maximize revenue opportunities and establish a sustainable financial foundation for the continued growth of the Rogers Activity Center.

Staff Recommendation

Motion to approve the professional services agreement with Front Burner Sports and Entertainment for the representation and sale of naming rights for the Rogers Activity Center and its expansion projects.

Financial Impact:

Source Fund: RAC Expansion 411 and LOST Capital Funds 410

Budgeted?

Supporting Documentation

A. Naming Rights Representation Proposal
B. Front Burner Sports and Entertainment Service Agreement

FRONTBURNER
SPORTS AND ENTERTAINMENT

Naming Rights Sales Representation Proposal

Rogers Activity Center

Section I: Company Overview

Company Overview

Front Burner Sports and Entertainment is a full-service sponsorship representation agency based out of Victoria, MN. The company was started in late 2016 with the vision of being the premiere sales representation firm for properties and venues faced with the challenge of securing naming rights partnerships and driving sponsorship revenue. At Front Burner Sports, we believe that aside from the major sports properties which capture the majority of sponsorship revenue, a second tier of properties exist. These properties provide outstanding but overlooked sponsorable opportunities that touch on consumer passion points.

These properties and venues typically lack the resources and/or the expertise to properly uncover prospects, connect with decision makers, and ultimately create sponsorship programs. As a result, they miss out on critical revenue that could be contributing to their bottom line.

Along with it's subsidiary Rinkside Advertising Network, which currently represents more than eighty-one (81) community Ice Arenas across Minnesota, Front Burner Sports has the contacts, the experience, and the 'know-how' to efficiently create a sales program that produces results for these properties and venues. The company works with its partners to create and deploy on a sales strategy that produces results.

The driving force behind Front Burner Sports and Rinkside Advertising Network is Chris Potenza. Mr. Potenza is a seasoned sponsorship sales executive with more than 30 years experience in the industry including time leading sales teams in the NFL, NBA, NHL as well as countless other properties and venues.

Company Overview

Since launching in 2016, Front Burner Sports and Entertainment and its subsidiary Rinkside Advertising Network have been contracted by multiple properties to plan and execute sponsorship and naming rights campaigns. Partners have included, but are not limited to, the following entities:

Campaigns

01. Ramsey County Parks & Recreation

Enlisted by the Ramsey County Parks and Recreation to secure a naming rights partner for the Vadnais Sports Center, a youth sports facility featuring two (2) ice rinks and one (1) indoor turf facility. In early 2020, a fifteen-year naming rights partnership was secured with Twin Cities Orthopedics worth $1,950,000 over the term of the agreement.

02. City of Elk River, MN

Retained by the City of Elk River to secure a naming rights partner for it's Community Events Center, a new facility featuring two (2) ice rinks, one (1) indoor turf facility, one (1) senior center and an event space that includes a restaurant. In December 2020, a fifteen-year naming rights partnership was secured with Furniture and Things worth $975,000 over the term of the agreement. In addition to the naming rights of the facility, Front Burner was also able to secure naming rights partners for both ice rinks, the restaurant, and several lesser partners. In total, more than $1,800,000 was secured in sponsorship agreements for this community.

03. Olmsted County/Graham Park

Currently under contract with Olmsted County to secure sponsors at Graham Park. Responsibilities include creating and marketing programs that leverage foot traffic to the Graham Arenas Complex, the Rochester Farmers Market, and the Olmsted County Free Fair. Thus far, Front Burner Sports and Entertainment has secured naming rights for two of the ice arenas inside the Graham Arenas Complex, generating more than $600,000 in contractually obligated income for the County.

04. City of Alexandria, MN

Front Burner Sports was retained in December of 2021 as the official 'Sponsorship and Naming Rights' agent for the Runestone Community Center Renovation project. This project will add a third arena to this existing two-arena complex. In just three months, Front Burner has been able to secure commitments from major partners for the naming rights of this facility as well as all three of the arenas inside the building. These agreements are currently in final contractual stages. The city expects to begin making announcements in the coming months regarding these partnerships – which will net $2,350,000 to the city.

Types of Properties

State of Hockey Properties

Active Lifestyle Properties

Entertainment Properties

Arena Entitlement Properties

Rinkside Advertising Network

A Front Burner Sports and Entertainment subsidiary, Rinkside Advertising Network, was created specifically to assist community ice rink's efforts to drive revenue through the sale of advertising opportunities to regional brands. In its sixth year, Rinkside has generated more than $1,500,000 in incremental revenue for the following facilities:

Rinkside Facilities

Aldrich Arena
Andover Ice Arena
Apple Valley Hayes Arena
Apple Valley Sports Arena
Bloomington Ice Garden
Braemar Arena
Burnsville Ice Center
Centennial Ice Arena
Chaska Community Center
Coon Rapids Ice Center
Cottage Grove Ice Arena
Delano Sports Center
Eagan Civic Center
Eden Prairie Community Center
Furniture & Things Comm. Ctr.
Fogerty Arena
Forest Lake Sports Arena
Gustafson-Phelan Arena
Harding Arena
Hastings Civic Arena
Highland Arena North
Highland Arena South
Lakeville Ames Arena
Lakeville Hasse Arena
Minnesota Made Ice Arena
National Sports Center
New Hope Ice Arena
Northeast Ice Arena
Orono Ice Arena
Oscar Johnson Arena
Parade Arena
Pleasant Arena
Plymouth Ice Center
Princeton Ice Arena
Richfield Ice Arena
Rosemount Community Center
Roseville Skating Center
Schmitz-Maki Ice Arena
Shoreview Arena
St. Croix Recreation Center
St. Louis Park Comm. Center
St. Thomas Academy
Vadnais Sports Center
Velocity Hockey Center
Veterans Memorial Comm. Ctr.
Victoria Ice Arena
Waconia Ice Arena
Wakota Ice Arena
West Side Arena
White Bear Arena
White Bear Lake Sports Center
All Seasons Arena (Mankato)
Bernick’s Arena (Sartell)
Breezy Point Hockey Center (Pequot Lakes)
Buffalo Civic Center (Buffalo)
Chisago Lakes Ice Arena (Chisago)
Ely Ice Arena (Ely)
Essentia Heritage Center (Duluth)
Fairbault Ice Arena (Fairbault)
Hermantown Ice Arena (Hermantown)
Isanti Community Arena (Isanti)
John Spalj Arena (Isanti)
Lee Community Center (Morris)
Litchfield Civic Arena (Litchfield)
MAC Arena (St. Cloud)
Miners Memorial Arena (Virginia)
Moorhead Sports Center (Moorhead)
Moose Sherritt Arena (Monticello)
Mora Civic Center (Mora)
New Ulm Civic Center (New Ulm)
Northfield Ice Arena (Northfield)
Prairie Island Center (Red Wing)
Red Baron Arena (Marshall)
Sauk Center Civic Arena (Sauk Center)
Wilmar Civic Arena (Wilmar)

Company Leadership

Chris Potenza

Chris Potenza serves as the President and Founder of Front Burner Sports. Mr. Potenza's vast experience in the sponsorship industry spans nearly 30 years and includes time spent leading staffs and selling sponsorship programs in the NFL (Minnesota Vikings), NBA (Minnesota Timberwolves) and NHL (New Jersey Devils and Tampa Bay Lightning). Aside from his experience at the major professional level, he has also served in a sponsorship capacity for minor league teams (Cincinnati Cyclones (IHL), Atlanta Knights (IHL), Utah Grizzlies (IHL), sports leagues, governing bodies (Western Pro Hockey League and IRONMAN Triathlon), and venues (Amalie Arena).

During his time in the industry, Mr. Potenza has played a role in contracting more than $100,000,000 in sponsorship agreements and has negotiated naming rights programs, practice facility entitlements, event and game sponsorships, vendor programs and pouring rights agreements.

A regular speaker at industry events, Mr. Potenza has been hired as a consultant on numerous projects – providing services that range from sales strategy, sponsorship sales instruction, price modeling and sales outreach. Should Front Burner Sports and Entertainment be awarded the contract to represent the naming rights interests of this project, Mr. Potenza will serve as the main point person and will be intimately involved with all areas of the project.

Our Approach & Philosophy

Front Burner Sports and Entertainment is the leader in generating revenue and securing naming rights agreements for municipal properties in the sports, entertainment and arts industries. Leveraging the experience of its President Chris Potenza, the company takes an aggressive yet systemized approach to generating revenue for its partners.

The sales approach it deploys concentrates on key categories that, over time, have shown the best results in producing partners for similar projects. Once a preliminary target list of possible partners has been determined, Front Burner follows a plan that relies on three simple but powerful goals:

Our Approach & Philosophy

1

Be Prepared

Front Burner invests considerable time and energy to learn the intricacies and nuances of every project. Once we are well versed in a project, the company takes time to create a compelling sales story that not only details the differentiating characteristics of an opportunity, but also clearly and concisely outlines the benefits the partner will receive.

2

Be First

Many great sales campaigns fail due to lack of outbound effort. Front Burner prides itself in taking an aggressive outbound approach that quickly and efficiently canvasses the markets to bring potential partners to the forefront.

3

Be Creative

Recognizing that every deal is different and that every partner has different goals and motivations, Front Burner works to create cutting-edge solutions that are new and innovative in both their approach and implementation.

Section II: Project Overview

Project Overview

The Rogers Activity Center opened in January of 2007 after a cooperative effort by the City of Rogers, the Rogers Youth Hockey Association and the Rogers Royals Face-Off Booster Club. While the facility has been a smashing success, Rogers is a fast growing community that has outgrown the current single ice rink facility and plans are underway for a significant renovation and expansion that would provide significant upgrades to the grounds including a much needed second sheet of ice.

As part of these efforts to expand the Rogers Activity Center all parties involved in the project have expressed an interest in generating additional revenue through naming right partnerships. Front Burner Sports and Entertainment, as the leader in the Naming Rights space here in Minnesota, has a high level of interest in assisting in this endeavor and thus is submitting this plan as to what a partnership with our company might look like.

The Naming Rights Landscape

Similar projects have occurred across the region in recent years with a number of Municipalities generating significant revenue for their local communities. These include but are not limited to:

Woodbury (Health East): Community Center Naming Rights. 14-year agreement, $126,785 per year. Includes naming of all areas of facility including two ice rinks and fieldhouse.

Vadnais Heights (TCO): Youth Sports Facility Naming Rights. 15-year agreement, $130,000 per year. Includes naming of two ice rinks BUT does not include naming of fieldhouse which can be sold to additional sponsors.

Elk River (Furniture and Things): Community Center Naming Rights. 15-year agreement, $65,000 per year. This agreement is only for the name of the facility and does not include entitlement rights to any of the facilities amenities which include two ice rinks, a fieldhouse, a senior center and a community gathering area.

Alexandria (PrimeWest Health): Community Center Naming Rights. 15-year agreement, $95,000 per year. This agreement is only for the name of the facility and does not include entitlement rights to any of the renovated facilities amenities which will include three ice rinks and a community gathering areas.

Section III: Phase I Plan

Phase I – Stage One

Should Front Burner be awarded the opportunity to represent this project, the work on Phase I, would begin immediately. This Phase would include several initiatives including but not limited to the following:

Phase I – Stage One

Execution Plan

Comprehensive Inventory Audit & Site Visit

Within days of beginning work on this project, Front Burner will tour the project sites for the purpose of gaining a deeper understanding of the available marketing assets that could be utilized in sponsorship and/or naming rights agreements. Front Burner will also look to uncover previously underutilized assets that can be created to make any program more attractive to potential advertisers.

Kick-Off Meeting

Front Burner Sports & Entertainment will conduct a kick-off meeting with City of Rogers and local user group officials early in 'Phase I - Stage One' to discuss the project background, define roles and responsibilities, and clearly define the goals for the project.

Key Stakeholder Interviews

Front Burner will build on it's kick-off meeting and conduct formal one-on-one interviews with project stakeholders including, but not limited to Rogers Youth Hockey Board Members, City Staff, High School Hockey Representatives, Facility Staff, City Council Members, Park Board Members, any relevant Third-Party Vendors (Web-Site Vendor, etc.) and other regular building users. The purpose of these meetings will be to fully understand the goals and objectives of each group and gather accurate data on site traffic, local road traffic patterns and website activity; this will serve as a way to begin building the value proposition presented to potential sponsors and to uncover opportunities in order to partner with outside groups.

Phase I – Stage One

Execution Plan (continued)

Research

Front Burner will research and review naming rights and advertising rights at other facilities across the region.

Development of Target Prospect List

In the initial weeks of this project, Front Burner will conduct a 'Market Prospect Audit' in order to develop a preliminary target list of possible partners for the facilities. This list will be created with input from the city and will include company names, industry descriptions, and marketing contact information. This document will be reviewed by Front Burner Sports and City Officials to eliminate partners in categories that the city would prefer not to approach.

Projected Time Necessary to Complete Phase I – Stage One

Four weeks (1 month)

Phase I – Stage One

Deliverables

Comprehensive Facility Rate Card

This document will outline all identified-assets available for use in a partnership proposal and will include valuations and proposed rates for each element.

Project Summary Document

This deliverable will outline the goals for the project, as stated in interviews conducted by Front Burner, and will make recommendations on the best path for success and on how to approach additional sales opportunities that could be capitalized by the city. This document will outline any possible challenges that Front Burner sees as potential impediments to success and strategies to overcome these obstacles.

Like Facility Research

This document shall provide a summary of other facilities located locally, regionally and nationally specific to current naming rights and valuations on available advertising assets.

Partner Prospect List

Document will include names and contacts of the companies that Front Burner initially plans to contact about this unique opportunity.

Suggested Naming Rights Evaluation, Package Outline and Additional Opportunity Assessment

This document will provide an initial assessment of the value of a naming rights program at the facilities as well as a suggested list of assets that should be included in any naming rights or sponsorship proposals. This document will be used later in phase two to create attractive sales materials.

Phase I – Stage Two

As stage one of this phase draws to a close, the information gathered will be used to develop a story that resonates with potential partners as well as documents that can be used to make presentations during Phase II. Activities in this phase will include but not be limited to:

Phase I – Stage Two

Execution Plan

Sales Story Development

The foundation of any successful sponsorship sales campaign is built on a great and powerful story. Front Burner will utilize the information gathered in stage one and work with local officials to build a powerful elevator pitch and an FAQ document that can be used as the basis for any discussion with interested parties about this project. These materials will be utilized as the basis for any sales presentations or solicitations made to potential advertisers.

Development of Sales Materials for Active Outbound Sales Approach

Front Burner will create a comprehensive sales proposal that outlines this opportunity to potential partners. This document will include not only information about the facilities but will also provide potential partners with compelling reasons why this opportunity is impactful and unique. In addition to a naming rights proposal, secondary proposals will be created for additional sales opportunities (i.e. Cornerstone partnerships and general signage opportunities) that can be presented to possible partners to maximize sponsorship yield for the facility.

Review of All Materials with Key Officials

Front Burner Sports will work with City Officials and Key Stake Holders throughout the development of any promotional and sales materials. This will include the sharing of draft versions of all documents so as to receive feedback and make critical adjustments before finalizing any packages that may be shared with potential partners.

Projected Time Necessary to Complete Phase I: Stage Two

Four weeks (1 month)

Phase I – Stage Two

Deliverables

Elevator Pitch

This short document will outline a sixty second pitch that outlines the opportunities available as well as the benefits that a partner can expect to receive by taking advantage of the offering.

FAQ Document

This Frequently Asked Questions document will serve as an overview to specific information about the facilities including but not limited to: number of events hosted per year, traffic numbers all the facilities, street exposure figures for exterior signage, demographics of participants and spectators and how dollars realized from these naming rights efforts will be utilized by the City.

Naming Rights Proposal

This document will be a comprehensive sales piece that introduces the opportunity available at the facilities, outlines the assets that a partner would receive in a naming rights agreement, describes the benefit they would receive from participating and clearly outlines the financial commitment necessary from a partner.

Master Proposal Document

In addition to the Naming Rights Proposal Document, Front Burner will also create a more generic version that can be modified and presented to other possible partners for investment at lesser but acceptable levels for partnerships that would supplement Naming Rights partnership revenue.

Section IV: Phase II Plan

Phase II – Stage One

Phase II of this project is straight forward and will focus on successfully securing a naming rights partner for the facilities. A targeted and aggressive sales outreach will begin within days of the conclusion of Phase I. This phase would include several projects including but not limited to the following:

Phase II – Stage One

Execution Plan

Active Presentation of Opportunity

- **Outreach**
  - Front Burner Sports and Entertainment has a deep pool of regional and national contacts at the executive level and has proven to be more than capable of connecting quickly to the local business community in the markets where our projects are located. This network will be tapped into to begin discussions about the value that the Rogers Activity Center brings to the community and its residents and the benefits a partner will receive from integrating into the venue.
- **Presentation**
  - This outreach will inevitably lead to a number of client meetings and ultimately a pool of interested parties which will result in a limited number of quality finalists for Naming Rights and other opportunities. Where applicable, city officials and Rogers Youth Hockey representatives will be asked to participate in meetings where opportunities are presented, and activation concepts are discussed.
- **Reporting**
  - To ensure that city officials and youth hockey representatives are fully aware of progress being made on the sales of sponsorship programs, Front Burner will provide a comprehensive sales report on a bi-weekly basis. This report will include prospect name, contact information and brief status updates summarizing potential investment, assets pitched and likelihood to close. As deals get closer to completion, formal recommendations will be made in writing by Front Burner Sports suggesting the best course of action with individual partners so as to keep City officials in control of all final sponsorship decisions.

Projected Time Necessary to Complete Phase II: Stage One

Eight Months

Phase II – Stage One

Deliverables

Bi-Weekly Sales Reports

This bi-weekly report will be a financial recap of all presentations that have been made to potential partners and will include total dollars pitched, likelihood to close and other agreed upon metrics.

Monthly Activity Summaries

This more detailed report will be submitted to City Officials and Youth Hockey Representatives on a monthly basis and will include recaps of all active prospects including contact information and a brief summation as to where they currently sit in the process, detailed information on feedback we have received and next steps in the sales process.

Individual Opportunity Briefs

Created as discussions approach the decision-making stage, these opportunity briefs will be specific to individual partnership targets and will outline the status of discussions, describe all potential deal points in detail and make suggestions as to potential courses of action. Ultimately these opportunity briefs will be used by City Officials and Youth Hockey Representatives to make final decisions on potential sponsorship agreements prior to moving to any formal contracting.

Phase II – Stage Two

Execution Plan

Negotiation and Contracting

- **Negotiation**
  - As the outreach process narrows, the field of potential partners that will invest in the facilities as sponsors, Front Burner Sports and Entertainment will assume a lead role in the negotiating of all agreements. Front Burner will rely on its vast experience in past projects to maximize revenue for the Facility while creating long-lasting agreements.
- **Contracting**
  - Once a partner has been selected and verbally agrees to a deal, Front Burner Sports and Entertainment will work closely with the City of Rogers' legal team to craft agreements that properly captures the spirit of the partnership while protecting the city's interests from a legal perspective.

Projected Time Necessary to Complete Phase II: Stage Two

Four months

Phase II – Stage Two

Deliverables

Executed Naming Rights/Sponsorship Agreements

By the end of this stage, the City of Rogers and the user groups can expect to have fully executed sponsorship agreements in place that capture the spirit of each partnership and addresses all necessary details of the long-term deals.

Summary of Additional Sales Opportunities

With the naming rights and major agreements firmly in place, attention will shift back to the sale of additional assets to ensure maximum sponsorship yield for the Rogers Activity Center. Front Burner will share detailed reports with the city which summarize all existing opportunities and share a plan of how these opportunities will be sold.

Phase III – Stage One

With a legal agreement in place, focus will shift to the execution and activation of all assets. Front Burner will dedicate resources to assist in the process of executing each deliverable outlined in the Naming Rights Agreements while also working to maximize revenue through the sale of additional assets within the facility. This phase would include several projects including but not limited to the following:

Phase III – Stage One

Execution Plan

Activation and Sale of Additional Assets

- **Activation**
  - Front Burner Sports and Entertainment will work closely with City Officials and Youth Hockey Representatives to execute all assets as outlined in the Naming Rights Agreements as well as any other sponsorship agreements. Working within the city's procurement process, Front Burner will assist in selecting vendors, review signage plans and manage the installation of all branding. Front Burner will oversee all activation and fulfillment of sponsorship agreements and will work with all internal and external vendors to ensure uniformity of execution. A Front Burner representative will be present at any installation activations that need to be supervised (city to provide proper building access to Front Burner Sports).
- **Presenting Partnership and Sale of Additional Assets**
  - Throughout the outreach process, Front Burner will make contact with several potential partners that show interest in the project but ultimately are unable to successfully execute a naming rights agreement. Rather than leave potential dollars unrealized by the city, Front Burner will re-approach these prospects with new proposals for assets not included in the naming rights agreement. Front Burner anticipates that several of these partners can be secured as sponsors of these assets in a manner that co-exists with the naming rights agreement thus increasing the total revenue yield for the Facility.

Projected Time Necessary to Complete Phase II: Stage Two

Four months

Phase III – Stage One

Deliverables

Weekly Activation Report

Front Burner will provide a weekly report detailing the progress of all activation of partnerships so as to maintain a schedule of delivery.

Bi-Weekly Sales Reports

This bi-weekly report will be a financial recap of all presentations that have been made to potential partners for non-naming rights assets. and will include total dollars pitched, likelihood to close and other agreed upon metrics.

Delivery Report

At the conclusion of this phase, the City and Rogers Youth Hockey will receive a final delivery report summarizing all delivered assets, contact information for any vendors used for production and/or installation and instructions for activation of the agreement for future years.

Project Timeline

*Please note that based on previous experience in these projects, timelines are not always linear in how they unfold. Phases and Stages may overlap as it is not rare for an agreement to be in a contracting stage while other opportunities are being pitched or activated.

1 Month

Phase I - Stage One

Discovery & Evaluation

1 Month

Phase I - Stage Two

Story & Document Developments

8 Months

Phase II - Stage One

Active Outreach

4 Months

Phase II - Stage Two

Negotiation & Contracting

4 Months

Phase III - Stage One

Sale of Additional Assets

Section V: Other Information

Our Method, Approach and Process

Utilizing its years of experience and vast pool of contacts within the industry, Front Burner Sports and Entertainment has built a systematic process that serves as a guide throughout any and all projects that we are involved in. This includes but is not limited to the following areas:

Our Method, Approach and Process

Property Evaluation

Front Burner Sports and Entertainment utilizes a methodology that takes into account three main components when establishing values for a project. These areas include Quantitative Factors (Media Value on a CPM basis, Signage Benefits, Marketing Value, etc), Qualitative Factors (Prestige, Market Demand, Activation, Reach, Community Factors) and Comparable Venue Analysis. By analyzing several data points within each of these components Front Burner is able to assign values to individual assets within a project and then combine those assets into programs that define overall value.

Packaging

Drawing on years of experience creating sophisticated sponsorship programs for professional sports teams, Front Burner Sports and Entertainment analyzes each individual asset of a property to understand value, activation costs and demand. Once this analysis is complete, Front Burner systematically constructs programs that not only make sense financially for the property but also effectively and efficiently satisfy the business objectives of partners. When constructing these programs Front Burner is careful to put the Naming Rights program first while constructing additional sponsor entitlement programs that complement rather than detract from the primary partner investment.

Commitment to the Cooperative Process

In no situation does a naming rights campaign succeed without a strong cooperative and collaborative relationship between the Naming Rights/Sponsorship group and the city. Front Burner Sports and Entertainment understands this fact and has been successful in its past projects because of its willingness to act as an extension of the city and its local government officials. It is our belief that while we would be responsible for selling the naming rights for these facilities that ultimately, it would be the city and the Youth Hockey program that is in charge of the process itself.

At no time should a city, or in this case a youth hockey program, feel as though they do not have a firm handle on the work that is being done, the discussions that are taking place or the decisions that are being made. It is for this purpose that Front Burner always establishes a transparent communications process that includes formal bi-weekly reports and monthly meetings. In addition to these reports and meetings, local officials can expect regular communications by phone, email and text that consistently keep them up to date on all work being done.

Prior Examples of Success and References

Ramsey County Parks & Rec.

City of Elk River

Rinkside Advertising Network

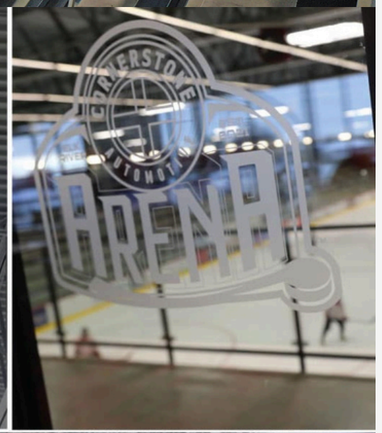
City of Alexandria, MN – Runestone Comm. Center

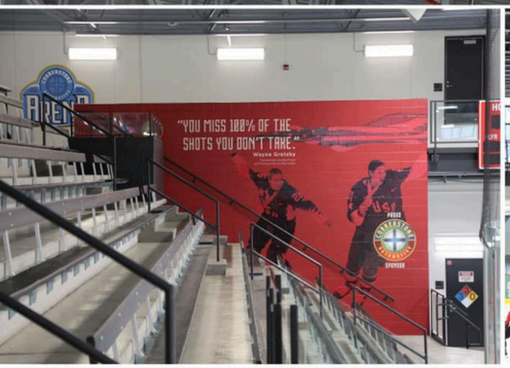
Ramsey County

Front Burner Sports & Entertainment's Rinkside Advertising Network was retained by the Ramsey County Parks & Recreation Department in mid-2019 to assist with the campaign to secure a naming rights partner for the Vadnais Sports Center. As well documented in local media, this multi-sport facility saw its soccer dome collapse during an unexpected late spring snowfall in 2018. In analyzing the financial repercussions of the dome's collapse, it became obvious to the Ramsey County Parks & Recreation department that without significant outside investment it would be a burden to the county to rebuild that portion of the facility.

Front Burner Sports and Entertainment took on this project in June of 2019. As part of the project, Front Burner redeveloped the story of the facility effectively rewriting its troubled past and replacing it with a compelling vision for the future. After an intense outreach effort, Front Burner was able secure a naming rights agreement with Twin Cities Orthopedics which resulted in the facility being rebranded as the TCO Sports Garden. This agreement includes an annual spend of $135,000 for a 15-year term totaling just over $2,000,000 in incremental revenue for Ramsey County.

Reference:
Mark McCabe
Director of Parks & Recreation
Phone: 651.363.3777; Email: mark.mccabe@co.ramsey.mn.us





Elk River

Early in 2020, Front Burner Sports and Entertainment was named as the official representation agency for the City of Elk River with the responsibility of maximizing revenues for its Active Elk River initiative. The centerpiece of this project is a newly constructed community event center that features two ice rinks, an indoor turf fieldhouse, a senior activity space and rentable event space.

Early in this project Elk River officials expressed a desire to have a locally based naming rights partner as well as a strategy that would give multiple local businesses the opportunity to integrate into the project. With this in mind, Front Burner deployed an aggressive local campaign that ultimately saw Furniture and Things, a thirty-year member of the local business community, secure the naming rights to this facility on a fifteen-year term worth $975,000. In order to maximize revenue to the project, Front Burner has also initiated a strategy designed to secure partners for each of the individual amenities found in the facility. This strategy has resulted in the recent announcement of Cornerstone Automotive securing the naming rights of the main arena (seven-year term worth ($199,500), Kiser Construction securing the naming Rights to Rink Two (seven-year term worth $136,500) Serrano Brothers catering being named the facility's official catering partner (seven-year term worth approx. $95,000 plus revenue sharing opportunities forecasted to be $200,000 over the life of the agreement) and several other partnerships were secured that will showcase other members of the business community.

Reference:
Cal Portner
City Administrator
Phone: 763.635.1001; Email: cportner@elkrivermn.gov

Alexandria, MN

In late 2021, the City of Alexandria retained Front Burner Sports and Entertainment to oversee all Naming Rights and Sponsorships at the Runestone Community Center. This facility which currently features two ice arenas and has broken ground on a renovation project that will see a third arena added to the facility. The scope of the work included the creation of a sponsorship sales strategy, the valuation of naming rights across the entire facility and its individual parts and the outreach, negotiation of all partner agreements.

Front Burner has secured an agreement with a naming rights partner (PrimeWest Health)for the entire facility as well as agreements with naming rights partners for each of the three arenas (Aagard Companies, Bremer Bank & Hilltop Lumber). These agreements, which are still in the legal process, will generate more that $2,350,000 in incremental revenue for the city.

Reference:
Marty Schultz
City Administrator of Alexandria
Phone: 320.759.3629; Email: mschultz@alexandriamn.city

Rinkside Advertising Network

As frequently mentioned throughout this document, Front Burner Sports and Entertainment owns and operates Rinkside Advertising Network. Rinkside Advertising Network was started in 2016 with the express purpose of assisting local community ice rinks in the monetization of their marketing assets. Today, Rinkside works with close to seventy facilities, may of which are owned by their local municipalities, and has driven more than $1,500,000 in revenue to these facilities primarily through the sale of in-arena signage.

Rinkside Advertising Network supplements these facilities sales efforts by combining opportunities across multiple sites into a singular advertising platform that can be easily accessed by brands looking to make an impact within the state of hockey. Advertisers include but are not limited to The NHL, Blaze Credit Union, Associated Bank, The Minnesota National Guard, Raising Cane's, Comcast, Kwik Trip, T-Mobile, Fastenal, Tria, HealthPartners, HealthPartners Dental, Warner Brothers, Cub Foods, West Bend Insurance, Factory Motor Parts, Blue Cross Blue Shield and countless others.

Reference (Venues):
Dean Mulso (also serves as Treasurer of MIAMA)
Facilities Manager
City of Burnsville
Phone: 952.895.4653; Email: dean.mulso@burnsville.gov

Reference (Advertiser):
Max Paulsen
Sr. Director of Business Development
National Hockey League
Phone: 203.249.3619; Email: mpaulsen@NHL.com

Company Address and Contact Information

Physical Address: 1750 Clocktower Blvd, Suite #200, Victoria, MN 55386

Mailing Address: P.O. Box 273, Victoria, MN 55386

Phone Number: 612.368.0652

Email: chris@frontburnersports.com

Website: www.frontburnersports.com

Section VI: Sponsorship Services – Price Proposal

Professional Fees

Phase I

During Phase One of this project Front Burner Sports and Entertainment will be compensated at a monthly rate of $2,500 for up to a period of two months for a total Phase One sum not to exceed $5,000. Should work on this phase be completed early and to the satisfaction of both parties, compensation will move immediately to the Phase Two compensation plan as detailed below.

Phase II

During Phase Two of this project Front Burner Sports and Entertainment will be compensated at a monthly rate of $2,000 for up to a total of twelve months for a total sum not to exceed $24,000. Should work on this phase be completed early and to the satisfaction of both parties, compensation will move immediately to the Phase Two compensation plan as detailed below.

Phase III

During Phase Three of this project Front Burner Sports and Entertainment will be compensated at a monthly rate of $2,000 for up to a total of four months for a total sum not to exceed $8,000. Should work on this phase be completed early and to the satisfaction of both parties, compensation will move immediately to the Phase Two compensation plan as detailed below.

Commission Payments

In addition to this monthly rate, Front Burner Sports and Entertainment will also receive a 12% commission on the lifetime value of sold sponsorship programs. Lifetime value shall be calculated as sum of total annual payments by sponsor during the term of agreement.

Fee Summary

Phase I	**$2,500per month (not to exceed $5,000)**
Phase II	**$2,000 per month (not to exceed $24,000)**
Phase III	**$2,000 per month (not to exceed $8,000)**
Commission Payments	**12% commission on lifetime value of sold sponsorships***

* Commissions to be paid annually when funds collected from Naming Rights Partner. Should the partner wish to pay commissions over a three year period this commission rate shall be lowered to 10.5% of the lifetime value of the agreement. Should the partner wish to pay the commissions in full in the first year this commission rate shall be lowered to 8.5% of the lifetime value of the agreement.

Success Rate

Front Burner Sports Entertainment is proud of the fact that 100% of our naming rights projects have resulted in successfully securing a partner or partners for our clients. At the same time, we always want our clients to be satisfied with our relationship at every stage. With this in mind, all of our agreements include a 30-day out clause which allows our client to dissolve our relationship if they feel the need to go in a different direction. To date no client has ever opted to exercise this option.

SERVICE AGREEMENT

BETWEEN THE CITY OF ROGERS
AND FRONT BURNER SPORTS AND ENTERTAINMENT

THIS AGREEMENT is entered into by and between the City of Rogers, a Minnesota municipal corporation ("City"), and Front Burner Sports and Entertainment, a Minnesota corporation located at 1750 Tower Blvd. Suite 200, Suite 207, Victoria, MN 55386 ("Contractor"). The City is retaining the Contractor to render certain services described below.

In consideration of the foregoing, and the terms, conditions and mutual promises contained herein, the parties agree as follows:

AGREEMENT

1. SCOPE OF SERVICES

A. Contractor shall provide services described in Exhibit A. Contractor shall perform such services in a professional manner employing a level of skill commensurate with the requirements of the work to be performed. In the event of any conflict between this Agreement and Exhibit A, this Agreement shall control.

B. Contractor shall render services and prepare and submit such reports regarding its performance and its progress as described in Exhibit A according to the following schedule:
Phase One: Two months duration beginning 10/23/2024
Phase Two: Beginning after Phase One is completed through 12/23/25

2. COMPENSATION

A. City agrees to pay the Contractor the following for each phase:
Phase One: $2,500 per month. No itemized expenses.
Phase Two: $2,000 per month plus a 12% Commission on the lifetime value of sold sponsorship programs. No itemized expenses.

B. Any changes in the scope of the Work which may result in additional compensation due to the Contractor shall require prior written approval by an authorized representative of the City or by the City Council. The City will not pay additional compensation for services that do not have prior written authorization.

C. In the event this Agreement is terminated, Contractor shall be entitled to continued receipt of its percentage portion of payments made under agreements negotiated by Contractor for the then-remaining term of this Agreement.

D. The City agrees to provide the Contractor with the information required to complete the Work.

3. EXPENSES

Contractor shall be responsible for all its costs and expenses associated with delivery of services pursuant to this Agreement provided, however, that Contractor will be reimbursed for any out-of-pocket expenses which are reasonable and necessary to be incurred in furtherance of its performance as long as the City approves such expense in advance. Contractor must provide receipts to confirm the actual amount of claimed expenses.

4. ASSIGNMENT

Neither party shall assign this Agreement, nor any interest arising herein, without the prior written consent of the other party..

5. AGREEMENT ADMINISTRATION

All provisions of this Agreement shall be coordinated and administered by the City's delegated primary contact noted in Paragraph 14 of this Agreement.

6. AMENDMENTS

No amendments may be made to this Agreement except in writing and executed in the same manner as this Agreement.

7. INDEPENDENT CONTRACTOR

Contractor shall not be an employee of the City. It is agreed that Contractor will act hereunder as an independent contractor providing its services using independent judgment and discretion, and shall acquire no rights to tenure, workers compensation benefits, re-employment compensation benefits, medical and hospital benefits, sick and vacation leave, severance pay, pension benefits or other rights or benefits offered to employees of the City.

8. LIABILITY AND INDEMNIFICATION

Any and all claims that arise or may arise against the Contractor, its officers, agents, employees or contractors as a consequence of any act or omission on the part of the Contractor or its officers, agents, employees or contractors while engaged in the performance of the Agreement shall by solely Contractor's, and shall in no way be the obligation or responsibility of the City. Contractor agrees to defend, indemnify and hold the City harmless from any liability, claims, damages, costs, judgments, or expenses resulting directly or indirectly from the provision of the services provided to the City under this Agreement. Nothing in this Agreement shall constitute a waiver or limitation on the City's statutory limits or immunities from liability under Minnesota Statutes, Chapter 466.

9. TERM OF AGREEMENT

This Agreement shall be in full force and effect for One (1) year from the date of full execution. The City may terminate this Agreement upon Sixty (60) days' notice to Contractor subject to City's payment obligation as provided in paragraphs 2B and C above.

10. DATA PRACTICES

A. The Contractor agrees to comply with the Minnesota Government Data Practices Act (the "Act") and all other applicable state and federal laws relating to data privacy or confidentiality. Contractor will immediately report to the City any requests from third parties for information relating to this Agreement, or services provided thereunder. The City agrees to promptly respond to inquiries from the Contractor concerning data requests. Contractor agrees to hold the City and employees harmless from any claims resulting from Contractor's failure to disclose data maintained by Contractor and authorized for release by the City, and from Contractor's unlawful disclosure or use of data protected under state and federal laws.

B. Any information, data, reports, records, contracts or other materials given to or prepared or assembled by Contractor under this Agreement shall be kept confidential and Contractor shall not make any of this material available to any individual or organization without prior approval of the City.

C. At the termination of this Agreement, all information, data, reports, records, contracts or other materials relating to the Contractor's assignment under this Agreement shall remain the property of the City.

11. AUDITS

Contractor agrees that the City or the State Auditor, including any duly authorized representatives of the City or State Auditor, shall have access to and the right to examine, audit, excerpt and transcribe any books, documents, papers, and records that involve relevant transactions relating to this Agreement at any time during normal business hours and as often as they may reasonably deem necessary.

12. APPLICABLE LAW

The laws of the State of Minnesota shall govern all interpretations of this Agreement, and the appropriate venue and jurisdiction for any litigation which may arise hereunder will be in and under those courts located within Hennepin County, Minnesota.

13. CANCELLATION FOR DEFAULT

A. Either party may cancel this Agreement upon 10 days' written notice of default to the other, subject to a right to cure during such 10 day notice period.

B. Contractor shall not be relieved of liability to the City for damages sustained by the City as a result of any breach of this Agreement by Contractor. The City may, in such event, withhold payments due to Contractor for the purpose of set-off until such time as the exact amount of damages due to the City is determined. The rights or remedies provided for herein shall not limit the City, in case of any default by Contractor, from asserting any other right or remedy allowed by law, equity, or by statute.

14. NOTICES

Any notice or demand authorized or required under this Agreement shall be in writing and shall be sent by certified mail to the other party as follows:

To Contractor:	To the City:
Chris Potenza 1750 Tower Blvd. Suite 200, Suite 207, Victoria, MN 55386	Mike Bauer 22350 South Diamond Lake Road Rogers, MN 55374

15. INSURANCE

A. The Contractor must maintain commercial general liability insurance with limits acceptable to the City to protect against claims and liability for injury or damage to persons or property for all work performed by the Contractor and its respective employees or agents under this Agreement. At the City's request, the Contractor must name the City as an "additional insured" under its policy. Prior to performing any services under this Agreement, the Contractor must provide evidence to the City that acceptable insurance coverage is effective.

B. The Contractor shall have workers' compensation insurance coverage that meets the requirements of Minnesota law.

16. COMPLIANCE REQUIREMENTS

During the performance of this Agreement, Contractor shall be in compliance with applicable federal, state and city, statutes, regulations, ordinances, and policies, including without limitation, Minnesota Statutes, Section 181.59, and shall not discriminate against any person, or any employee or applicant for employment because of race, color, religion, sex or national origin.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CONTRACTOR	CITY
BY: _____. ITS: _____.	BY: _____ Mayor BY: _____ City Administrator
Subscribed and sworn to before me this ____ day of _____, 20 . _____ Notary Public	Subscribed and sworn to before me this ____ day of _____, 20_. _____ Notary Public

EXHIBIT A
SERVICES
Phase I

Front Burner shall provide professional services to assist the City in valuing, soliciting, and evaluating proposals for and negotiating third-party naming rights agreements and additional sponsorship agreements for the Rogers Activity Center and other city properties if approved by The City. The primary assets to be evaluated include:

- Activity Center Facility Name
- Ice Arena One
- Ice Arena Two (Future)
- Activity Room
- Ice Arena Two Dryland Training Center
- Field House (Under Construction)
- Field House Playground
- Field House Teen Center
- Event Center Great Hall
- Event Center Stage and Turf Area

1. Discovery and Valuation

a. Front Burner will tour the facilities being planned and under construction and review building architectural plans to gain a deeper understanding of the available assets that may be utilized in a Naming Rights agreement to uncover underutilized assets that can be created to make a program more attractive to a potential advertiser.

b. Conduct a kickoff meeting with the City to discuss project background, roles and responsibilities, exchange pertinent information and define City project goals.

c. Conduct interviews with key stakeholders of the new facilities, including, but not limited to, City staff, Rogers City Council Members, Parks and Recreation Commissioners, third-party vendors, and user groups. The purposes of these meetings are to understand each group's goals and objectives and gather accurate data on potential site traffic. This information will build the value proposition that will be presented to potential naming rights partners and uncover opportunities to partner with outside groups to make the naming rights offering more attractive to potential partners.

d. Research and review existing naming rights agreements, including similar government and private-sector naming rights initiatives and reviewing City agreements for sponsorships, banners and advertising.

e. Conduct a market prospect audit to build a target list of potential naming rights partners. The city will review this list to determine if any partner categories should not be pursued.

f. Deliver the following deliverables at the end of discovery and valuation for Phase I:

    1. Comprehensive facility rate card outlining all identified assets available for use in a naming rights agreement and proposed rates for each asset
    2. Project summary document outlining goals for the project as stated in interviews conducted by Contractor and will make recommendations as to the best path for success
    3. Benchmarking or "Like facility" research document, summarizing other facilities in the

market specific to current naming rights and valuations on available advertising assets

4. Updated naming rights prospect list, including names and contact of the companies to be contacted about naming rights partnerships
5. Suggested naming rights valuation package outline, including an initial assessment of the naming rights program value as well as a suggested list of assets to include in the future naming rights marketing package. This would also include an analysis of other entitlement opportunities or partnerships that may be viable.

2. Development of Solicitation Materials

a. Work with the City to develop an "elevator pitch" and FAQ document that can be used as the basis for discussions with potential naming rights partners and other potential facility partners.
b. Research prospective companies in Rogers and the region that should be contacted in naming sponsorship packages.
c. Create comprehensive sales materials that outline available opportunities to potential partners. This document will include information about the property and compelling reasons why this opportunity is valuable.
d. Develop the advertising package by determining whether to sell each sponsor placement individually or bundle the assets into packages.
e. Implement the required letters of intent and associated agreements necessary to secure sponsors, naming rights organizations, and advertisers.

Phase II

1. Active Presentation of Opportunity
   a. Commence a targeted and aggressive outbound sales outreach based on the contact list refined in Phase One.
   b. Work with the City on any final negotiations with potential naming rights partners, incorporating best practices in terms of asset production, term of agreement, contract structure, cost controls and optimization of realized revenue. The City will provide template contract as a starting point.
   c. During this phase, provide the City with reports every two weeks detailing Contractor's activity on this project, including but not limited to a description of the companies that have been contacted about this opportunity, where they are in the sales cycle, projected investment levels, possible roadblocks and future steps. Additionally, Contractor shall meet with the City Naming Rights Committee every four to six weeks either by phone or in person to provide progress updates.
   d. Continue to review community input to assess sponsorship related trends, requests made to city officials from interviews with businesses and organizations in order to gather leads for priority prospects.

2. Contracting, Activation and Sale of Additional Partnerships
   a. After successfully securing a naming rights partner or other partners for the City, Contractor will work with City staff to execute contracts and oversee the installation and activation of assets.
   b. At the conclusion of this phase, provide a final report summarizing all delivered assets, contact information for any vendors used for production and/or installation and instructions for activation of the agreement for future years.
   c. The above shall be construed as an anticipated approach. Contractor is responsible to perform all professional services necessary to secure the best possible naming rights and sponsorships for the City.

Additional Requirements

The City of Rogers shall provide relevant requested information on all of the above-stated phases and tasks in addition to:

a. Providing insight into planning relative to the use of the multipurpose facility, Active Rogers, using knowledge of the community, particularly user groups and stakeholders.
b. Create and discuss with the Arena Commission a Naming Rights Policy to be approved approved by City Council
c. The Contractor shall make every reasonable effort to maintain a sufficient staff, facilities, and equipment to deliver the services. The Contractor shall within ten (10) days notify the City in writing whenever it is, or reasonably believes it is going to be, unable to provide the required quality or quantity of services. The foregoing conditions will be subject to the provisions of the Force Majeure Clause

of this Agreement.

d. The Contractor agrees to furnish the city with additional programmatic and financial information it reasonably requires for effective monitoring of services. Such information shall be furnished within a reasonable period, set by the city, upon request.

STAFF REPORT **Meeting Date**: October 22, 2024

ROGERS CITY COUNCIL **Agenda Item**: 5.12

Subject: Approval of Resolution 2024-103 Approving Record of Decision and the Negative Declaration of Need for an Environmental Impact Statement for Veit & Company Sand and Gravel Mining Expansion

Prepared By: Brett Angell, Community Development Director

Overview / Background / Analysis

At the June 27, 2023 meeting date, the City Council approved an Interim Use Permit ("IUP") for Veit & Company, Inc. ("Applicant") for the purposes of allowing sand and gravel mining at a parcel of property with the PID 16-120-23-32-0001 ("Subject Property"). The initial IUP that was granted was for a portion of the property (approximately ten acres) and not the entirety of the site. At the time of the initial approval, the Applicant shared their intention to do additional mining throughout a majority of the property with the understanding that they would be required to obtain additional approvals from the city and complete any required environmental assessments for the potential expanded operations.

Since the time of the initial IUP approval, an Environmental Assessment Worksheet ("EAW") has been completed. An EAW is a document designed to provide an analysis and overview of the potential environmental impacts on a specific project and determine if an Environmental Impact Statement (EIS) is required. Requirements related to projects that require a mandatory EAW can be found in Minnesota State Statute 4410.4300. Per this statute, a mandatory EAW is required for sand and gravel mining areas at or exceeding 40-acres in total size. The proposed project is slightly under what would trigger a mandatory EAW.

Following the completion of the document and the review by staff, the EAW document was submitted to the Environmental Quality Board (EQB) portal and a 30-day comment period commenced. During the comment period, regulatory agencies (such as the Minnesota Pollution Control Agency, DNR, Metropolitan Council, State Archaeologist, etc.) have the ability to submit comments and concerns related to the document. Additionally, a notice of the document being open for comment was published in the paper and the document was added to the city website for any public comments. Following the comment period, a final version of the document is drafted. A listing of the comments and responses related to the comment period can be found in Exhibit A of the resolution. The complete EAW can be found on the Planning Publications page of the website. Some of the main areas which are studied in the EAW include soils, hazardous materials, ecological resources, historical resources, visual impacts, air quality, and noise. With the primary focus areas, there were no significant issues identified which would be seen as a reason to trigger the completion of an EIS.

As a reminder, approval of the EAW does not signify nor grant land use approvals for the proposed project. An IUP request for the expansion of the mining operations has been submitted separately by the Applicant and is on the agenda for City Council consideration under General Business for the October 22nd meeting date.

The attached resolution as presented accepts the findings of the EAW document and affirms the decision that an Environmental Impact Statement is not required for the proposed development. Following a decision on whether an EIS is required or not, notice will be given to the Minnesota Environmental Quality Board.

Staff Recommendation
Motion to approve Resolution 2024-103 approving the record of decision and the negative declaration of a need for an environmental impact statement (EIS) for Veit & Company sand and gravel mining expansion.

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

Budgeted? N/A

Supporting Documentation
A. Resolution No. 2024-103

RESOLUTION NO. 2024-103

RESOLUTION APPROVING RECORD OF DECISION AND THE NEGATIVE DECLARATION OF NEED FOR AN ENVIRONMENTAL IMPACT STATEMENT FOR VEIT & COMPANY SAND AND GRAVEL MINING EXPANSION

WHEREAS**,** Veit & Company, Inc. ("Proposer") proposed to mine an approximately 44-acre site for sand and gravel located at the southwest corner of the County Road 144 and Willandale Road intersection with the PID 16-120-23-32-0002 ("Project"); and

WHEREAS, the project crosses the threshold of a mandatory environmental assessment worksheet ("EAW") for non-metallic resource mining per Minnesota Rules, part 4410.4300, subpart 12; and

WHEREAS, the EAW was prepared by Carlson McCain on behalf of the Proposer, who submitted completed data portions of the EAW to the City of Rogers consistent with Minnesota Rules, part 4410.1400; and

WHEREAS, the EAW was prepared using the form approved by the Minnesota Environmental Quality Board ("EQB") for EAWs in accordance with Minnesota Rules, part 4410.1300; and

WHEREAS, the City of Rogers submitted a copy of the EAW to all public agencies on the EAW distribution list and published EAW availability in the EQB Monitor on Wednesday, September 3, 2024, in accordance with applicable state laws, rules, and regulations; and

WHEREAS, the EAW comment period lasted from September 3, 2024 to October 3, 2024, and two regulatory agencies submitted written comments during the comment period; and

WHEREAS, the City of Rogers acknowledges the comments received from the Minnesota Pollution Control Agency and Metropolitan Council; and

WHEREAS, city staff reviewed the proposed record of decision and finds it to be consistent with the evidence submitted to the City and the applicable statutes and regulations, to the best of their knowledge, and recommends the City Council approve the findings of fact and record of decision dated October 2024 and determine that no environmental impact statement ("EIS") is necessary, reasonable, or warranted with respect to the Project under the circumstances; and

WHEREAS, the City Council desires to make findings of fact and a record of decision that no EIS is required with respect to the Project ("Negative Declaration").

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Rogers, Minnesota (the "Council") adopts and approves the findings of fact and record of decision for the Veit Sand and Gravel Mining Expansion environmental assessment worksheet in the form which

is attached hereto as Exhibit A and hereby makes the findings of fact and conclusions which are contained therein; and

BE IT RESOLVED FURTHER, the Council finds and determines that, based upon the findings of fact and record of decision, no environmental impact statement is required for the Project pursuant to the Minnesota Environmental Policy Act or Minnesota Rules, parts 4410.0200 to 4410.6500

Moved by Councilmember , seconded by Councilmember

The following voted in favor of said resolution:

The following voted against the same:

The following abstained:

Whereupon said resolution was declared duly passed and adopted, and was signed by the Mayor, and attested by the Clerk dated this 22nd day of October, 2024.

_____
Rick Ihli, Mayor

ATTEST:

_____
Stacie Brown, City Clerk

EXHIBIT A

VEIT PIT MINING
ENVIRONMENTAL ASESSMENT WORKSHEET
FINDINGS OF FACT

Veit & Company Sand and Gravel Mining Expansion
Environmental Assessment Worksheet – Findings of Fact
October 2024

Background

This Project is being initiated and completed by the private market. No governmental entities are leading the proposed design or operation of the Project. The purpose of the project is to mine needed natural resources (sand and gravel) from the property prior to future development. The site is located at the southwest intersection of Willandale Road and County Road 144. The proposed project is consistent with gravel and sand mining activities which are currently ongoing at properties located directly to north and east of the property.

Brief Project Description

Veit & Company, Inc. ("Proposer") proposes to operate a sand and gravel mine from the property located in the southeast quadrant of the intersection of Willandale Drive and 141st Avenue N in Rogers, Hennepin County, Minnesota. The property was recently replatted, an address has not yet been assigned. The mine will include 33.66 acres of mining on a 45.6-acre site.

Project Schedule

The Veit and Company sand and gravel mining expansion is expected to have a timeline of between 16-32 years, dependent on market and weather conditions. The proposed project would occur over the course of seven phases. Upon completion of the mining operation, the site would be remediated and reclaimed to standards approved by the City. Following reclamation, the site would be available for future development based upon city zoning and guidance.

EAW Notification, Distribution, and Comment Period

In accordance with Minnesota Rule 4410.1500, the EAW was completed and distributed to persons and agencies on the official Environmental Quality Board (EQB) distribution list. The notification was published in the EQB Monitor on September 3, 2024, which began the 30-day EAW review and comment period. A public notice and press release were published on *Crow River News* on August 22, 2024. No public hearings were held.

Summary of EAW Comments Received and Associated Responses

The 30-day EAW review and comment period began on September 3, 2024, and concluded on October 3, 2024. Written responses were received from individuals representing the below mentioned organizations during the public comment period:

- Metropolitan Council (dated September 23, 2024)
- Minnesota Pollution Control Agency (dated September 19, 2024)

All comments received and responses to them are included in Appendix A.

Impact Summary

Minnesota Rule 4410.170 Subp. 7 lists four criteria that shall be considered in deciding whether a project has the potential for significant environmental impacts. Those criteria and the City of Rogers findings are presented below:

A. Type, Extent, and Reversibility of Environmental Effects

Minnesota Rules 4410.1700 Subp. 7(A) indicates the first factor that the City must consider is the "type, extent, and reversibility of environmental effects". The City's findings are set forth below.

1. Cover Types
   Approximately 43.2 acres of the city is currently cropland and 2.4 acres are currently wetlands and shallow lakes. Following the project, approximately 44 acres will be lawn/landscaping and 1.55 acres as wetlands and shallow lakes.

2. Shorelands and Floodplains
   The project location is not located within a shoreland district. The project location does not include a FEMA 100-year Floodplain.

3. Land Use
   The planned land use for the project area consists of low density (single-family) residential per the City of Rogers 2040 Comprehensive Plan. This guidance assumes the entirety of the area will be residential.

4. Geology and Soils
   There are no apparent limitations or impacts from the project to geologic features. The project is not expected to have significant effects on the unconfined surficial aquifer. Soil borings conducted on site report primarily sand, with intervals of silty sand, gravelly sand, and lean clay to depth of up to 71 ft below ground surface. Bedrock was not encountered in any of the soil borings, and the estimated depth to bedrock at the site is 100 to 150 feet.

5. Water Quality
   Stormwater is discussed in the Resource Management Plan and Pollution Plan. The project does not propose to appropriate either surface water or groundwater, and no well abandonment is proposed with the project either. Mining will occur above any ground water levels.

6. Wastewater
   No wastewater will be produced from the project. A portable toilet will serve the employees.

7. Hazardous Materials
   Currently there are no known existing contaminations or potential environmental hazards. No solid wastes beyond incidental trash will be generated from mining activities. A dumpster will be available onsite for any incidental trash at the facility. Once full, dumpster contents will be either emptied or be replaced by a new dumpster. All dumpster contents will be sent to a transfer station for disposal. Portable toilets will be available onsite for

clients and employees. Portable toilets will be cleaned and emptied regularly by the company providing the toilets. The facility will utilize one portable dual wall 500-gallon storage tank which will contain diesel fuel for re-fueling heavy equipment. The tank will only be present onsite while the mine is in operation. The tank will be located within a lined basin and clearly marked to avoid any collisions. Total storage of petroleum on site is not expected to exceed 1320 gallons, therefore no Spill Prevention Control and Countermeasures Plan (SPPC Plan) will be required for the Project Site. If at any time during the project petroleum storage exceeds 1320 gallons, a SPCC Plan will be required.

8. Ecological Resources
   The wetland located in the center of the site will be removed for mining operations using wetland credits. The impact will remove 0.88 acres of wetland. Replacement of the affected wetland is required at a 2 to 1 ratio. Following approval of the proposed mine, wetland credits possessed by Veit will be used to mitigate the removed wetland.

   The site falls into the Maple-basswood Forest Regionally Significant Ecological Area. The trees in this area were removed by the farmer who previously owned the site to attain additional agricultural land while Phase 1 of the Project commenced.

   The proposed wetland removal and excavation of the surrounding upland areas has the potential of disturbing the habitat of the Blanding's Turtle, if any of that species is found to inhabit the area. Mitigation for these possible effects are defined in the EAW.

9. Historic Resources
   Correspondence with the SHPO office required that a Phase I Archaeological Study be performed on the site. A study was performed by Blondo Consulting, LLC. The results of the study showed that no historical properties will be affected and that no further archaeological work is recommended. The SHPO letter and Archaeological Study can be found within the EAW in Attachment B.

10. Visual Resources
    No scenic views from surrounding roads and properties will be blocked by the project. Screening will be provided for the site using 6-foot-tall berms. Lighting for the site will consist mostly of one or two light plants, headlights, and equipment running light. Any lights used at the site will be pointed towards the mining areas, except for headlights from vehicles that are turning within the site or exiting the site. Lights will not affect any roads or homes due to the distance from lighting.

11. Air Quality and GHG Emissions
    The main source of air emissions resulting from the proposed mining will be fugitive dust. Dust generating activities include vehicle travel on un-paved roads, dust from the materials being transported in the trucks, processing operations (stockpiling, screening, etc.), wind erosion from disturbed ground surfaces, and general mining activities. Fugitive dust emissions will be controlled by applying water to ground surfaces, mining faces, and

stockpiles. This dust control technique is recognized by MPCA to be 99% effective in controlling fugitive dust emissions when the resulting moisture content of the soil is 6% or greater after water application. A Dust Control Plan detailing specific dust control procedures has been prepared as part of the Resource Management Plan.

The majority of GHG emissions from the project are the result of mining and transport activities. The proposed project will provide a local source of aggregates and storage for local overburden. Not constructing the facility would result in these local projects needing to find other locations in the area, which would result in similar emissions as the proposed project, or find other non-local sources, which would increase travel distances and thus emissions. Since local projects will continue to be constructed, the proposed project will maintain or reduce emissions from these projects when compared to not constructing the project and requiring materials or storage from other locations.

12. Noise
    A noise analysis, analyzing noise sources and nearby receptors was performed for mining operations. A report describing mining operations, regulatory requirements, a description of the analysis and analysis of results was prepared. The report finds noise from mining operations and processing will comply with the required regulations. Truck traffic will comply with all daytime and nighttime regulations, except for nighttime on Route 2. Trucks arriving prior to 7 am will be limited to 1 truck if they are coming from Route 2 in order to comply with nighttime regulations.

13. Transportation
    Traffic to and from the site will travel on Territorial Road either from the north or south of the intersection of 141st Avenue N and then to 141st Avenue N. According to 2022 data from the MNDOT Traffic Data Mapper, the average daily traffic on Territorial Road north of 141st Avenue N, Territorial Road south of 141st Avenue N, and 141st Avenue N is 6,607 vehicles per day, 4,121 vehicles per day, and 3,944 vehicles per day respectively. The average daily traffic for the mine of 86 trucks per day will increase traffic on these roads by less than 2.2 percent. During the busiest days of operation of the mine, 100 vehicles per day will be added to these roads. This is an increase of less than 3%.

    Congestion caused by mining operations is expected to be minimal, since trucks will normally not be entering or exiting the site at the same time. Territorial Road and 141st Avenue N are the roads best suited to accommodate traffic created from mining operations since they both avoid city streets, where congestion would be of the greatest concern. No traffic improvements are proposed at this time.

B. Cumulative Potential Effects

Minnesota Rules 4410.1700 Subp. 7(B) indicates the second factor the City must consider is “whether the cumulative potential effect is significant; whether the contribution from the project is significant when viewed in connection with other contributions to the cumulative potential effect; the degree to which the project complies with approved mitigation measures specifically designed to address the

cumulative potential effect; and the efforts of the proposer to minimize the contributions from the project." The City's finding is set forth below.

Any impacts to the environment will meet Federal, State, and Local regulations and will be mitigated as required; therefore, it is not anticipated that impacts from the project will create any cumulative potential effect not already examined herein.

Operation of the project is not anticipated to cause any future projects. Continued development of the surrounding area is always a possibility and/or requests to mine additional properties, but any such changes in land use or request to mine on an adjacent site would be reviewed as required by the City and, if necessary, a separate environmental review may need to be completed. At that point, the drivers of such a project would need to coordinate efforts and reviews with this project to identify cumulative impacts that cannot be identified at the present day.

No additional environmental effects have been identified.

C. Extent to Which the Environmental Effects are Subject to Mitigation

Minnesota Rules 4410.1700 Subp. 7(C) indicates the third factor the City must consider is the "extent to which the environmental effects are subject to mitigation by ongoing public regulatory authority." The City's findings are set forth below:

Potential environmental effects associated with this project will be mitigated in accordance with the applicable rules and regulations.

Approvals		
Unit of Government	**Type of Application**	**Status**
Federal		
United States Army Corps of Engineers	404	Submitted after approval
State		
State Historic Preservation Office	Archaeological/Historic Review	Approved
Minnesota Pollution Control Agency	MNG49000 (NPDES Nonmetallic Mining & Associated Activities Permit)	Submitted after approval
Minnesota Pollution Control Agency	MPCA 401 Certification	Submitted after approval
County		
Hennepin County	Right-of-Way Permit	Approved
Local		
City of Rogers	Interim Use Permit	Pending
City of Rogers	Wetland Fill & Replacement	Submitted after approval
Elm Creek Watershed District	Stormwater Management/Erosion & Sediment Control/Wetland alteration & Buffer Plans	Submitted after approval

D. Extent to Which Environmental Effects can be Anticipated and Controlled

Minnesota Rules 4410.1700 Subp. 7 (D) indicates the final factor the City must consider is the "extent to which environmental effects can be anticipated and controlled as a result of other environmental studies undertaken by public agencies or the project proposer, including other EISs."

The completed EAW provides related studies and planned mitigation for anticipated and controlled environmental effects.

Record of Decision

The EAW and comments on it support the following determinations:

1. All requirements for the environmental review of the proposed project have been met.
2. The EAW and the land use approval processes related to the project have generated information which is adequate to determine whether the Project has the potential for significant environment impacts.
3. Areas where potential environmental effects have been identified have included proper mitigative responses to be included within the final operations of the Project. Mitigation will be provided where impacts are expected to result from the operations or maintenance. Mitigation measures will be incorporated into project design and have been or will be coordinated with state and federal agencies during the permit process.
4. Based on the criteria in Minnesota Rules part 4410.1700, the Project does not have the potential significant environmental effects.
5. An Environmental Impact Statement is not required for the Veit & Company Sand and Gravel Mining Expansion project.

For the City of Rogers,

_____ _____

Rick Ihli, Mayor Brett Angell, Community Development Director

APPENDIX A

Organization/Person	Comment	Response
Minnesota Pollution Control Agency (MPCA)	The wetland will be filled, so a USACE 404 permit and a MPCA 401 certification may be needed and should be added to the permits table.	Noted. The USACE 404 permit and MPCA 401 certification are added to the permits table.
Metropolitan Council	Two units of the Regional Parks and Trails System are in the vicinity of the proposed sand and gravel mine site. An inholding (i.e., planned future parcel acquisition) of Crow-Hassan Park Reserve is adjacent to the site, on the opposite side of 141st Avenue North (see Attachment 1, number 9). A planned segment of the Crow River Regional Trail is planned to travel through the above-referenced inholding, along with adjacent inholdings (see Attachment B, segment labeled C5). As noted in the long-range plan, "As this subsegment is dependent on private property purchase, an alternative alignment could be pursued along 141st Avenue North from its intersection with Territorial Road/CR116." If that approach were to be pursued, there is potential for direct interaction between the regional trail and the sand and gravel mine site. Both of these Regional Parks and Trails System units have existing components or segments that are open to the public; both are owned and operated by Three Rivers Park District; and both have Metropolitan Council-approved long-range plans: • Crow-Hassan Park Reserve Long-Range Plan (2019) • Crow River Regional Trail Long-Range Plan (2017) Prior to any development of this site, Metropolitan Council staff encourage the proposer (Veit & Company, Inc.) and RGU (City of Rogers) to coordinate with Three Rivers Park District, the regional park implementing agency for both Crow-Hassan	Noted. Future trail plan will be encompassed at the time of future development of the site.

	Park Reserve and Crow River Regional Trail, to discuss shared interests in and future plans for this space.	
Metropolitan Council	The City's 2040 Comprehensive Plan has identified aggregate resources within the City on Figure 4.3. Although areas near the subject parcel are identified for aggregate potential, this site is not shown. As part of the City's 2050 planning process, this site should be included on the City's Aggregate Resources figure.	Noted. The City will include this area for aggregate resources for the 2050 Comprehensive Plan Update.
Metropolitan Council	The project proposes to remove a wetland and streams that are part of a larger wetland complex. Disrupting or removing these areas could have adverse impacts on connected wetlands and the surrounding groundwater system as the hydrological inputs into these systems would also be disrupted. Further evaluation of the proposed mine's impact on the surrounding ecosystem including wetlands and groundwater system is recommended, along with an evaluation of the site development plan to eliminate wetland loss and significant hydrologic impacts to the surrounding wetland complex.	Comment noted. Additional permits will be obtained corresponding to this item.
Metropolitan Council	A surrounding forested area was removed prior to environmental review that was considered a regionally significant ecological area. Although this was discussed in the text, the context of that change was not included in many of the figures within the report. The loss of surrounding forest could have negative impacts on these water features, as well as biodiversity, carbon storage, and other essential ecological functions. Restoration of the forested area and wetland complex is recommended.	Comment noted.
Metropolitan Council	Dewatering is likely to be needed on site and discharge of dewatered water is mentioned as a part of a National Pollutant Discharge Elimination System (NPDES) permit. The Department of Natural Resources (MN DNR) is the water appropriation agency, however no need for a dewatering permit is noted in the EAW water appropriation section. This discrepancy needs to be resolved, and the impact of dewatering reviewed by the MN DNR. The mine as proposed would likely	

	disrupt shallow groundwater flow, potentially impacting nearby wetlands.	
Metropolitan Council	Please note – this section refers to the City's 2030 Comprehensive Plan. The 2040 Plan was referenced earlier in the document and should be correctly cited in this section as well. The project should align with the City and regional policies that ensure water resource and water supply sustainability.	EAW amended to reflect 2040 Comprehensive Plan.
Metropolitan Council	The proposed sand and gravel mining is temporary and will be completed in seven phases over an estimated 15 years. This proposed project is an expansion of the original mine, which was approved in Fall of 2023. After completion of mining, the site is noted to be restored for an end use of low density residential. No wastewater will be generated from the project and therefore does not have an impact to the regional wastewater system.	Comment Noted.
Metropolitan Council	The discussion of greenhouse gas (GHG) emissions associated with the project is adequate; however, the project proposer should consider if there are any ways to reduce the GHG emissions. For example, policies to reduce vehicle idling times or encouraging worker carpooling could reduce the generated emissions.	Comment Noted.

STAFF REPORT **Meeting Date**: October 22, 2024

ROGERS CITY COUNCIL **Agenda Item**: 5.13

Subject: Approval of Resolution No. 2024-107, A Resolution Reauthorizing Membership in the 4M Fund
Prepared By: Bridget Bruska, Finance Director

Overview / Background / Analysis
Since 1997, the City of Rogers has utilized the 4M Fund/PMA Financial Institution as a designated depository and investment advisor, sponsored by the League of Minnesota Cities.

Recently, Finance Director Bruska was made aware of an issue with the resolution on file from 2017—it was missing key information, specifically a reference to the City of Rogers.

The updated resolution aims to:

- Reaffirm the City's use of services provided by the 4M Fund and its service providers.
- Adopt and enter into the Declaration of Trust, allowing designated individuals to make investments on behalf of the City.
- Authorize the Finance Director and Assistant Finance Director to manage investments and withdrawals in accordance with the Declaration of Trust

The resolution's purpose and intent remain unchanged from 2017, with only administrative updates made to correct the missing information.

Staff Recommendation
Motion to Approve Resolution No. 2024-107, A Resolution Reauthorizing Membership in the 4M Fund

Financial Impact: N/A **Source Fund**: N/A

Budgeted? N/A

Supporting Documentation
A. Resolution No 2024-107

RESOLUTION NO. 2024-107

A RESOLUTION REAUTHORIZING MEMBERSHIP IN THE 4M FUND

WHEREAS, Minnesota Statutes (the Joint Powers Act) provides that governmental units may jointly exercise any power common to the contracting parties; and

WHEREAS, the Minnesota Municipal Money Market Fund (the 4M Fund) was formed in 1987, pursuant to the Joint Powers Act and in accordance with Minnesota Investment Statutes, by the adoption of a joint powers agreement in the form of a Declaration of Trust; and

WHEREAS, the Declaration of Trust, which has been presented to this Council, authorizes municipalities of the State of Minnesota to become Participants of the Fund and make use from time to time including the 4M Liquid Asset Class, the 4M Plus Class, the Term Series, the 4M Limited Term Duration Fund, the Fixed Rate Programs, and other Fund services offered by the Fund; and

WHEREAS, this Council deems it to be in the best interest for the municipality to make use of, from time to time, the approved services provided by the 4M Fund's service providers including the Investment Advisor (PMA Asset Management, LLC), the Administrator (PMA Financial Network, LLC) the Distributor (PMA Securities, LLC) or the Fixed Rate Program Providers, PMA Financial Network, LLC and PMA Securities, LLC and the Custodian, U.S. Bank National Association, ("Service Providers") and/or their successors.

WHEREAS, this Council deems it advisable for this municipality to enter into the Declaration of Trust and become a Participant of the Fund for the purpose of joint investment with other municipalities so as to enhance the investment earnings accruing to each;

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. This municipality renews its membership as a Participant of the Fund and adopt and enter into the Declaration of Trust, a copy of which shall be filed in the minutes of this meeting. The appropriate officials are hereby authorized to execute those documents necessary to effectuate entry into the Declaration of Trust and the participation of all Fund programs.

Section 2. This municipality is authorized to invest monies from time to time and to withdraw such monies from time to time in accordance with the provisions of the Declaration of Trust. The following officers of the municipality or their successors are designated as "Authorized Officials" with authority to effectuate investments and withdrawals in accordance with the Declaration of Trust:

Print Name	Title	Signature
Bridget Bruska	Finance Director	Bridget Bruska
Matthew Rahtlisberger	Assistant Finance Director	Matthew Rahtlisberger

The treasurer shall advise the Fund of any changes in Authorized Officials in accordance with Fund procedures.

Section 3. The Trustees of the Fund are designated as having official custody of those monies invested in accordance with the Declaration of Trust.

Section 4. That the municipality may open depository and other accounts, enter into wire transfer agreements, safekeeping agreements, third party surety agreements securing deposits, collateral agreements, letters of credit, lockbox agreements, or other applicable or related documents with institutions participating in Fund programs including U.S. Bank National Association, or its successor, or programs of PMA Financial Network, LLC or PMA Securities, LLC for the purpose of transaction clearing and safekeeping, or the purchase of certificates of deposit ("CDs") or other deposit products and that these institutions shall be deemed eligible depositories for the municipality. PMA Financial Network, LLC and PMA Securities, LLC and their successors are authorized to act on behalf of this municipality as its agent with respect to such accounts and agreements. Monies of this entity

may be deposited in such depositories, from time to time in the discretion of the Authorized Officials, pursuant to the Fund's Programs available through its Services Providers.

Councilmember moved, Councilmember seconded the motion.

The following voted in favor of said resolution:

The following voted against said resolution:

The following abstained:

It is hereby certified that the Council of the City of Rogers adopted this Resolution at a duly convened meeting of the Council held on the 22nd day of October, 2024, and that such Resolution is in full force and effect on this date, and that such Resolution has not been modified, amended, or rescinded since its adoption.

_____
Mayor

ATTEST:

_____
City Clerk

STAFF REPORT **Meeting Date**: October 22, 2024

ROGERS CITY COUNCIL **Agenda Item**: 6.1

Subject: Consideration of Loan Documents for Craft & Crew Hospitality, Inc. Related to Site Improvements at 21400 John Milless Drive
Prepared By: Brett Angell, Community Development Director

Overview / Background / Analysis
On June 11th, 2024, the City of Rogers entered into a purchase agreement for the sale of city-owned property at 21400 John Milless Drive to Craft & Crew Hospitality for the conversion of the existing Muni bar into a full-service bar and restaurant. The purchase agreement defined the terms and conditions of the proposed sale and to date, the buyer has completed numerous items required in order to advance to closing, including creating a defined plan for the space, securing private financing, submitting necessary permits, environmental due diligence, and construction planning. As discussed in the contingencies section of the purchase agreement, the buyer has requested a loan from the City in order to assist with the refurbishment of the existing building and other site construction items.

In order to evaluate loan worthiness and risk, the buyer provided, and city staff reviewed, historical financial reports for Craft & Crew Hospitality, 2-year projections for the proposed Rogers location, and conducted a business credit check. The due diligence reviewed showed a positive financial position for the company's current operation, which signifies good financial management of the organization. Additionally, staff believe the sales projections for the first two years are accurate. The business credit report was clean without areas of concern.

The details of the proposed loan can be found in the attached loan documents and the overall terms of the loan can be found below:

- Loan Amount: $450,000
- Loan Term: Ten (10) years
- Loan Rate: 0%
- Deferment: 6-months post loan closing
- Security: Corporate Guaranty, Mortgage, Promissory Note

The proposed loan would be contingent on the closing of the property. Meaning that should the closing on the property not occur, the proposed loan would be void. The closing of the loan could only occur after that property closes. Additionally, the funding source for the loan would come entirely from the land sale proceeds.

This item is subject to Minnesota Statutes Sections 116J.993 to 116J.995, commonly referred to as the Business Subsidy Law. These provisions guide requirements related to the issuance of assistance such as loans and other means of assistance. Pursuant to these provisions, a public hearing ris required for this item. The notice was published in the Crow River News on October 10, 2024. The borrower will be subject to all relevant provisions of this statute including any reporting requirements.

Staff Recommendation
Motion to open the public hearing and receive public comment related to the proposed loan request.

Motion to approve Resolution 2024-104 approving loan documents for Craft & Crew Hospitality, Inc. for site improvements at 21400 John Milless Dirve, subject to the conditions as defined in the resolution.

Financial Impact: $450,000

Source Fund: Land sale proceeds corresponding to the sale.

Budgeted? N/A
No

Supporting Documentation
A. Resolution 2024-104
B. Lease Agreement
C. Mortgage
D. Promissory Note
E. Entity Guarantee

RESOLUTION NO. 2024-104

RESOLUTION APPROVING LOAN DOCUMENTS WITH CRAFT & CREW HOSPITALITY, INC. RELATED TO SITE IMPROVEMENTS AT 21400 JOHN MILLESS DRIVE

WHEREAS**,** the City of Rogers ("City") and Craft & Crew Hospitality, Inc. (together with any entity formed thereby or affiliated therewith, the "Buyer") entered into a Purchase Agreement ("Agreement"), dated June 11, 2024, for the sale of City-owned property at 21400 John Milless Drive, Rogers, MN 55374 (PID 23-120-23-12-0014) ("Property"); and

WHEREAS, as defined in Sections 8 and 9 – Contingencies of the Agreement, the Buyer has requested a loan of up to $450,000 solely from the proceeds of the sale of the Property ("Assistance") related to the build-out and construction of the Property as a restaurant and bar and said Assistance was subject to separate review and approval than the Agreement by the City; and

WHEREAS, the City has reviewed relevant documentation to determine loan eligibility and worthiness including, but not limited to: 2-year historical financials, 2-year location financial projections, business credit history and report; and

WHEREAS, documents related to the loan have been drafted related to the proposed Assistance including, a Loan Agreement, Promissory Note, Mortgage, and Entity Guaranty (together with any related documents necessary in connection therewith, including but not limited to any documents, exhibits, certifications or consents referenced therein or attached thereto, the "Loan Documents") with the terms and conditions of the Assistance defined in the Loan Documents; and

WHEREAS, the Assistance is subject to provisions of Minnesota Statutes, Sections 116J.993 to 116J.994; and

WHEREAS, a public hearing notice was published within the Crow River News on October 10th, 2024 regarding this item; and

WHEREAS, the City Council held a public hearing on the requested Assistance at the October 22nd meeting date; and

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Rogers, Minnesota (the "Council") approves the Assistance related to improvements at 21400 John Milless Drive, Rogers, MN 55374 and the Loan Documents in substantially the forms presented to the City Council, and hereby authorizes the City's Community Development Director and City Administrator to negotiate the final terms thereof and authorizes the Mayor and City Clerk, to execute the same on behalf of the City, subject to the following conditions:

1. The approval hereby given to the Loan Documents includes approval of such additional details therein as may be necessary and appropriate and such modifications thereof, deletions therefrom and additions thereto as may be necessary and

appropriate and approved by legal counsel to the City and by the City Administrator and Community Development Director prior to the execution of said documents; and said officers are hereby authorized to approve said changes on behalf of the City. The execution of any instrument by the Mayor and City Clerk shall be conclusive evidence of the approval of such document in accordance with the terms hereof. This Resolution shall not constitute an offer and the Loan Documents shall not be effective until the date of execution thereof as provided herein.

2. In the event of absence or disability of the Mayor and City Clerk, any of the documents authorized by this Resolution to be executed may be executed without further act or authorization of the Council by any duly designated acting official, or by such other officer or officers of the Council who, in the opinion of the City Attorney, may act in their behalf.
3. Upon execution and delivery of the Loan Documents, the officers and employees of the City are hereby authorized and directed to take or cause to be taken such actions as may be necessary on behalf of the City to implement the Loan Documents, including without limitation disbursement of the Assistance thereunder, when all conditions precedent thereto have been satisfied; provided, however, that approval and disbursement of the Assistance is subject to a closing on the Property with the Buyer. Should a closing not occur, the proposed Assistance is void; and

Moved by Councilmember , seconded by Councilmember

The following voted in favor of said resolution:

The following voted against the same:

The following abstained:

Whereupon said resolution was declared duly passed and adopted, and was signed by the Mayor, and attested by the Clerk dated this 22nd day of October, 2024.

_____
Rick Ihli, Mayor

ATTEST:

_____
Stacie Brown, City Clerk

RG110-60-982491.v2

LOAN AGREEMENT

THIS LOAN AGREEMENT ("Agreement") is made effective as of November ___, 2024, by and between 21400 LLC, a Minnesota limited liability company ("Borrower"), and the CITY OF ROGERS, a municipal corporation of the State of Minnesota ("Lender").

RECITALS

A. Borrower has applied to Lender for a loan on the Loan Property (as hereinafter defined) in the principal amount of $450,000.00.

B. Lender is willing to make such mortgage loan to Borrower in the principal amount of $450,000.00 solely from the proceeds of the sale of the Loan Property defined herein paid by Borrower to Lender (the "Loan"), subject to all of the terms and conditions of this Agreement.

C. Contemporaneously with the execution hereof, Borrower is delivering to Lender the following security documents:

(i) A Promissory Note ("Note") effective as of the date herewith made by Borrower and payable to the order of Lender, in the original principal amount of $450,000.00.

(ii) An entity guaranty (the "Entity Guaranty") of Craft & Crew Hospitality, Inc. (the "Entity Guarantor");

(iii) A Mortgage and Assignment of Rents and Security Agreement and Fixture Financing Statement ("Mortgage"). The Mortgage is of even date herewith, is executed by Borrower, as mortgagor, in favor of Lender, as mortgagee, and covers property situated in Hennepin County, Minnesota legally described as Those parts of Lots 1 and 2, Block 1 Rogers Plaza lying West of a line drawn from a point on the North line of said Lot 1 distant 69.94 feet Northwesterly of the Northeast corner of said Lot 1 to a point on the South line of said Lot 2 distant 14.96 feet East of the Southwest corner of said Lot 2. (Torrens Property – Certificate of Title 1093419.5) (the "Loan Property") as well as a security interest in certain other property described therein;

(iv) A Lease, for a term of at least 5 years, between the Borrower and Rogers Block LLC (the "Tenant"), as the operator of a restaurant and bar at the Loan Property.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, it is hereby agreed as follows:

1. Amount and Purpose of Loan. Borrower agrees to take and Lender agrees to make a mortgage loan in the principal amount of Four Hundred Fifty Thousand and No/100s Dollars ($450,000.00) (the "Loan") to be advanced in a single disbursement as hereinafter

provided, the Loan to be evidenced by the Note and secured by the Entity Guaranty, the Mortgage and any other security document required under this Agreement. The Loan proceeds will be used only towards a down payment on Borrower's purchase of the Loan Property.

2. Title Insurance. First American Title Insurance Company ("Title") is designated as the title insurer with respect to this Agreement. Title will insure Lender against loss or damage on account of mechanic's liens upon or unmarketability of the title to the Loan Property, and will ensure that the Mortgage constitutes a second priority lien upon Borrower's interest in the Loan Property as contemplated by this Agreement, subject only to a mortgage in favor of _____ in the amount of $_____ (the "First Lien Mortgage"). Borrower agrees to promptly and fully observe and comply with the reasonable requirements of Title and Lender with respect to the title, the Mortgage, disbursements of funds and such other reasonable requirements as Title may make.

3. Documents to be Delivered. Borrower covenants and agrees to immediately cause the compliance with the following conditions:

(a) Note. Deliver to Lender the Note.

(b) Entity Guaranty. Deliver to Lender the Entity Guaranty.

(c) Mortgage. Deliver to Lender the Mortgage, together with evidence that the Mortgage has been or will be duly filed for record.

(d) Title Insurance Policy. Deliver to Lender a Mortgagee's title insurance policy ("Title Policy"), from Title issued to Lender in the amount of $450,000.00 with respect to the Mortgage and insuring that the Mortgage is a second lien on the Loan Property free and clear of mechanic's liens, materialmen's liens, taxes, special assessments, rights of parties in possession, other than: (i) the First Lien Mortgage; and (ii) the rights of tenants as tenants only under existing leases, and questions of title and survey approved in writing by Lender.

(e) Organizational Documents and Resolutions. Deliver to Lender copies of the (i) articles of organization for Borrower certified by the Minnesota Secretary of State, (ii) certificate of good standing for Borrower issued by the Minnesota Secretary of State; (iii) copies of Borrower's member control agreement and bylaws; and (iv) certified copies of resolutions of Borrower authorizing the execution and delivery of this Agreement, the Note, the Mortgage and any other document to be executed by Borrower pursuant to this Agreement.

(f) Organizational Documents and Resolutions. Deliver to Lender copies of the (i) articles of incorporation for Entity Guarantor certified by the Minnesota Secretary of State, (ii) a certificate of good standing for Entity Guarantor issued by the Minnesota Secretary of State; (iii) a copy of Entity Guarantor's bylaws; and (iv) a certified copy of resolutions of Entity Guarantor authorizing the execution and delivery of the Entity

Guaranty and any other document to be executed by Entity Guarantor pursuant to this Agreement.

(g) Insurance. Deliver to Lender: (i) a certificate or policy for all insurance required, under the terms hereof to be maintained by Borrower; and (ii) evidence that no part of the Loan Property is located in an area designated as being a flood plain or flood hazard area as defined by the Flood Hazard Boundary Map published by the Federal Insurance Administration.

(h) Compliance with Laws, Etc. Deliver to Lender such evidence as Lender may require as to the compliance of the Loan Property with: (i) all applicable laws, codes, rules, regulations and ordinances, including, without limitation, those relative to environmental protection, protection of wetlands, building and zoning matters and the Americans with Disabilities Act; and (ii) the requirements of any restrictive covenants, conditions and restrictions; conditional use permit or planned unit development applicable to the Loan Property.

(i) Hazardous Substances. Deliver to Lender evidence acceptable to Lender, that: (i) the Loan Property has not been used as a hazardous waste storage facility or burial site; (ii) the soil is free from hazardous waste, hazardous substances, pollutants and contaminants; and (iii) no hazardous waste, hazardous substance, pollutant or contaminant has been used in the construction or use of any building or other improvement on the Loan Property. For purposes of this subparagraph, the terms "hazardous waste," "hazardous substances," "pollutants" and "contaminants" shall include, but not be limited to, polychlorinated biphenyls (PCBs), asbestos, petroleum products and any other chemical or substance determined to be a hazard to human health or the environment.

(j) Indemnity. Deliver to Title any indemnity agreement in favor of Title in the form required by Title in order for Title to issue the title insurance policies referred to above.

(k) Lease. Deliver to Lender a copy of the lease agreement for the use of the Loan Property, executed no later than the date of this Agreement, for a term of at least 5 years, by and between Borrower, as landlord, and Tenant, as operator of a restaurant and bar at the Loan Property (the "Lease").

(l) Program Fee. Deliver to Lender an administrative fee of $_____.

Lender may waive any of the above requirements in its sole discretion.

6. Disbursement of Loan. Upon (i) receipt by Lender of all of the items required pursuant to Section 4 above in the form and condition required therein; (ii) receipt by Lender of evidence to its satisfaction that Borrower has closed on a loan in an amount sufficient with equity contributed by the Borrower to pay the costs of all renovations to the Loan Property in accordance with the plans and specifications approved by the City; (iii) confirmation from Title

that Borrower has closed on the acquisition of the Loan Property and the purchase price thereof has been paid to the account of the Lender; and (iv) confirmation from Title that Title is prepared to issue the mortgagee's title insurance policy as required herein, Lender agrees to disburse the Loan proceeds to Borrower.

7. Access to Loan Property. Lender and its respective representatives shall have at all reasonable times the right to enter and have free access to the Loan Property and the right to inspect the Loan Property.

8. Books and Records. Borrower agrees to maintain accurate and complete books, accounts and records in regard to the Loan Property in a manner reasonably acceptable to Lender. Lender and its representatives shall have the right to inspect, examine and copy all such books and records of Borrower and Borrower shall, at Lender's request, furnish such information as Lender may reasonably demand. Lender and its representatives shall have the right to inspect, examine and copy all such books and records of Entity Guarantor and Entity Guarantor shall, at Lender's request, furnish such information as Lender may reasonably demand.

9. Encumbrances and Transfer. Other than the First Lien Mortgage and the Lease to the Tenant, Borrower agrees not to sell, transfer, lease or convey the Loan Property or any part of it, or any interest therein, or encumber the Loan Property or any part of it, in any manner, without written consent of Lender which consent may be granted or withheld in the sole discretion of Lender. This requirement shall apply to each and every sale, transfer, lease or conveyance, whether voluntary or involuntary and whether or not Lender has consented to any such prior sale, transfer lease or conveyance.

10. Time of Essence. Time is of the essence in the performance of this Agreement.

11. Assignability. Borrower shall not assign this Agreement without written consent of Lender, which consent may be withheld, conditioned or delayed in Lender's sole discretion. Lender may freely assign or otherwise transfer (including by participation) all or any part of its interest in the Loan or any or all of the Loan documents, in Lender's sole discretion.

12. Miscellaneous Covenants of Borrower. Borrower covenants and agrees with Lender that, without cost to Lender, Borrower will or will cause Tenant to:

(a) Performance of Conditions. Promptly keep, perform and comply with all of the terms, covenants and conditions to be kept and performed by Borrower and/or Entity Guarantor, as required by the City of Rogers (the "City") and any other governmental body having jurisdiction over the Loan Property; keep unimpaired the rights of Borrower and/or Tenant under any permit or agreement issued or made by the City or other governmental body having jurisdiction over the Loan Property; and to enforce the prompt performance of all of the terms, covenants and conditions to be kept and performed by the City or other governmental body having jurisdiction over the Loan Property, respectively, under any permits or agreements issued or made by the City or such other governmental bodies, and any contractors under all contracts obtained or held

by Borrower and/or Tenant in connection with construction or operation of the Borrower or Tenant's businesses.

(b) Amendment, Etc. of Documents. Not amend, cancel, terminate, supplement or waive any of the material terms, covenants and conditions of any permit or agreement issued or made by the City or any other governmental body having jurisdiction over the Loan Property, or any other contracts obtained or held by Borrower, Tenant and/or Entity Guarantor in connection with any contracts, documents or agreements referred to herein without the prior written approval of Lender.

(c) Performance of Note, Mortgage, etc. Without limiting the foregoing, keep and perform all of the terms, covenants, conditions and requirements of the Note, the Mortgage, and this Agreement.

(d) Insurance. During the term of this Agreement, Borrower or Tenant shall procure and maintain or cause to be procured and maintained at its sole expense, casualty insurance, public liability insurance and such other types of insurance as are reasonably required by Lender from time to time, including, without limitation, the coverages expressly required under the Mortgage, insuring Lender and Borrower with coverages, in amounts and with companies satisfactory to Lender. The policy or policies or duly executed certificate or certificates for such insurance and renewals or replacements thereof shall be deposited with Lender.

(e) Pay Charges. Immediately pay all loan charges including, but not limited to: (i) Lender's attorneys' fees; (ii) title insurance fees, costs and premiums; (iii) mortgage registration taxes and filing fees of the Mortgage and any other instruments required under this Agreement.

(f) Default Notices. Provide Lender with a copy of any default notice received pursuant to the First Lien Mortgage documents or any governmental authority (to the extent that such notice is sent by a party other than Lender), promptly after receipt of the same.

(g) Continual Operation. At all times while any portion of the Loan remains outstanding, Borrower and Tenant will each: (i) maintain its status as a for profit entity; (ii) maintain a positive net worth; and (iii) will operate its business from the Loan Property in a first class manner.

13. Warranties. Borrower represents and warrants to Lender the following:

(a) The Borrower is limited liability company duly formed, validly existing and in good standing under the laws of the State of Minnesota.

(b) The making and performance of this Agreement and the execution and delivery of the Note, the Mortgage, the Lease, the Entity Guaranty and any other instrument required hereunder are within the powers of the Borrower, the Tenant and the

Entity Guarantor, respectively, and have been duly authorized by all necessary governing body action on the part of the Borrower, Tenant and the Entity Guarantor. This Agreement and the Note, Mortgage, the Lease, the Entity Guaranty and any other instruments required hereunder have been duly executed and delivered and are the legal, valid and binding obligations of the Borrower, the Tenant and the Entity Guarantor, as applicable, enforceable in accordance with their respective terms.

(c) No litigation, tax claims or governmental proceedings are pending or threatened against the Borrower, the Tenant, the Entity Guarantor or the Loan Property, and no judgment or order of any court or administrative agency is outstanding against the Borrower, the Tenant, the Entity Guarantor or the Loan Property which would have a material adverse effect on Borrower, the Tenant, the Entity Guarantor or the Loan Property.

(d) Borrower, the Tenant and the Entity Guarantor have filed all tax returns (federal and state) required to be filed for all prior years and paid all taxes shown thereon to be due, including interest and penalties. Borrower, the Tenant and the Entity Guarantor will file all such returns and pay all such taxes for the current and future years.

(e) All information, financial or other, which has been submitted by Borrower and the Entity Guarantor in connection with the Loan is true, accurate and complete in all material respects.

(f) Entity Guarantor is the sole member of the Borrower and the Tenant.

14. Indemnification.

(a) Borrower agrees to indemnify Lender and save it harmless against all loss, liability, expense, or damages including but not limited to attorneys' fees, which may arise by reason of the assertion of any lien against the Loan Property.

(b) Borrower releases from and covenants and agrees that Lender, and its governing bodies' members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees thereof (for purposes of this Section, collectively the "Indemnified Parties") shall not be liable for and agrees to indemnify and hold harmless the Indemnified Parties against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Loan Property, or any other loss, cost expense, or penalty, except to the extent caused by any willful misrepresentation or any willful or wanton misconduct of the Indemnified Parties.

(c) Except for any willful misrepresentation or any willful or wanton misconduct of the Indemnified Parties, Borrower agrees to protect and defend the Indemnified Parties, now and forever, and further agrees to hold the Indemnified Parties harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the actions or inactions of

Borrower (or if other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Loan Property.

15. Defaults. Each of the following shall constitute an Event of Default:

(a) If Borrower or Tenant abandons the Loan Property.

(b) Bankruptcy, reorganization, assignment, insolvency or liquidation proceedings, or other proceedings for relief under any applicable bankruptcy law or other law for relief of debtors are instituted by or against Borrower and, if such proceedings are instituted against Borrower, an order, judgment or decree, without the consent of Borrower appointing a trustee or receiver for Borrower or any part of its property or approving a petition under the bankruptcy laws of the United States or any similar laws of any state or other competent jurisdiction, shall have remained in force undischarged or unstayed for a period of thirty (30) days.

(c) Any judgment, attachment, garnishment or other similar process is entered against Borrower or against any property or assets of Borrower and is not released, satisfied or discharged or bonded to Lender's satisfaction within thirty (30) days of entry.

(d) Any of the terms, covenants or conditions of any permit or other agreement issued or made by the City or other governmental body having jurisdiction over the Loan Property are not complied with within the time required thereby or are terminated or modified by the City or such other governmental body and Borrower has not taken or has not caused the Entity Guarantor to take the necessary steps to correct or cure the same within thirty (30) days after written notice is given by Lender.

(e) Any mechanic's or material supplier's lien is filed, against the Loan Property and is not released, satisfied or discharged or bonded to Lender's satisfaction, subject, however, to Borrower's right to contest the same in accordance with the provisions of the Mortgage.

(f) A transfer which violates by Paragraph 9 hereof, Encumbrances and Transfer, occurs.

(g) Borrower: (i) fails to pay any amount due under this Agreement, the Note, the Mortgage when due; (ii) fails to perform any other obligation to be performed under this Agreement, the Note, the Mortgage, or any other document executed by Borrower pursuant to this Agreement; or (iii) fails to pay any amount or perform any obligation under any other note, mortgage or other agreement now or hereafter made by Borrower in favor of or with Lender or otherwise now or hereafter held by Lender or the holder of the First Lien Mortgage, and such failure continues beyond any applicable cure period.

(h) Any representation or warranty by Borrower contained herein or in the Note, or any other instrument required hereunder is false or untrue in any material respect when made.

(i) A default under the Lease, the Entity Guaranty, or the Mortgage beyond any applicable notice and cure period.

Upon the occurrence of an Event of Default, Lender, at its option, shall, in addition to any other remedies which it might be entitled to by law, have the right to:

(a) To enter into possession of the Loan Property;

(b) To perform such other acts or deeds which reasonably may be necessary to cure any default existing under this Agreement, and to this end, it is hereby agreed as follows:

(i) All sums expended by Lender in effectuating its rights under paragraphs (ii) and (iii) of this paragraph shall be deemed to have been advanced under this Agreement and to be secured by the Mortgage and any other security document required under this Agreement as security for the Loan.

(ii) Borrower hereby constitutes and appoints Lender its true and lawful attorney-in-fact with full power of substitution either in the name of Lender or in the name of Borrower or in the name of both, for the following purposes: (a) to prosecute and defend all actions or proceedings in connection with the Loan Property and do any and every act which Borrower might do in its own behalf; (b) to perform each of the terms, covenants and conditions to be kept and performed by Borrower under any contracts and/or leases obtained or held by Borrower in connection with the operation of the Loan Property and any other contracts; (c) without limiting the foregoing, to perform each of the terms, covenants and conditions to be kept or performed by Borrower under this Agreement, the Mortgage and any other instrument required under this Agreement; and (d) to do all things that Lender reasonably deems necessary or advisable for the purpose of carrying out the powers enumerated in (a), (b), (c) and (d) of this Subparagraph (ii);

(iii) The powers herein granted Lender shall be deemed to be powers coupled with an interest and the same are irrevocable;

(c) cancel this Agreement;

(d) bring appropriate action to enforce such performance and the correction of such Event of Default;

(e) declare the entire unpaid principal of the Note and all accrued interest thereon immediately due and payable without notice;

(f) exercise any remedies under the Entity Guaranty, foreclose the Mortgage and any other security instrument referred to in this Agreement and/or exercise any other rights or remedies it may have under the Entity Guaranty, the Mortgage and any other security instruments.

16. Default under Note and Mortgage. The failure by Borrower to keep or perform any of the terms, covenants and conditions to be kept or performed by it under this Agreement shall constitute a default under the Note, the Mortgage and any other security instrument held by Lender in connection with the Loan.

17. Notices. Any notices given hereunder shall be in writing and shall be deemed to have been given when delivered personally or three (3) days after deposited in the United States mail, registered, postage prepaid, addressed as follows:

If to Borrower:

21400 LLC
Attn: Luke Derheim
7225 Fleetwood Drive
Edina, MN55439
Email: luke@craftncrew.com

With a copy to: Zamansky Professional Association
Attn: Drew Zamansky
3901 IDS Tower
80 South Eighth Street
Minneapolis, MN 55402
Email: d.zamansky@zamanskylaw.com

If to Lender:

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

or addressed to any such party at such other address as such party shall hereafter furnish by notice to the other party. Any notice delivered personally to Borrower shall be delivered to an officer of Borrower, and any notice delivered personally to Lender shall be delivered to an officer of Lender at the address for Lender for the mailing of notices. Either party may change its

address for the giving of notices by giving the other party at least ten (10) days' notice in the manner provided above.

18. Headings. The headings used in this Agreement are for convenience only and do not define, limit or construe the contents of this Agreement.

19. Bindings on Successors and Assigns. Subject to the limitations on transfer contained in this Agreement, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

20. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Minnesota, without giving effect to any choice or conflict of law provision or rule.

21. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be an original and all of which shall constitute the same agreement.

22. Entire Agreement. This Agreement, the Note, the Mortgage and the other documents executed by Borrower and/or Lender pursuant to this Agreement contain the entire agreement between the parties with respect to the subject matter hereof and supersede all prior understandings and agreements, both oral and written. This Agreement may be amended only in a writing signed by the parties hereto.

23. Fees and Expenses. Borrower agrees to pay to Lender immediately upon demand all costs and expenses, including, without limitation, all attorneys' fees, incurred by Lender in connection with the enforcement of the Lender's rights and/or the collection of any amounts which become due to Lender under this Agreement, the Note, the Mortgage or the other documents executed in connection herewith; and the prosecution or defense of any action in any way related to this Agreement, the Note, the Mortgage or the other documents executed in connection herewith.

24. Business Subsidies Act.

(a) In order to satisfy the provisions of Minnesota Statutes, Sections 116J.993 to 116J.995 (the "Business Subsidies Act"), the Borrower acknowledges and agrees that the amount of the "Business Subsidy" granted to the Borrower under this Agreement is the amount of the loan, which is $450,000, and that the Business Subsidy is needed because the project is not sufficiently feasible for the Borrower to undertake without the Business Subsidy. The public purpose of the Business Subsidy is to repurpose City property as a restaurant and bar, increase the tax base in the City and stimulate the creation and retention of jobs. In consideration of the Business Subsidy provided for the Borrower's acquisition of the Loan Property, the Borrower represents that pursuant to the terms of the Lease, it will cause the Tenant to meet the following goals (the "Goals"): the Tenant shall create at least ___ full-time equivalent jobs at the Loan Property at an hourly wage equal to the greater of $15.00 per hour or 150% of the state or federal minimum

wage, whichever is greater, by the two (2) year anniversary of the date the Borrower or the Tenant receives a certificate of occupancy for the Loan Property.

(b) If none of the Goals are met, the Borrower agree to repay all of the Business Subsidy to Lender, plus interest ("Interest") set at the greater of 4% per annum or the implicit price deflator defined in Minnesota Statutes Section 275.70, subdivision 3, accruing from and after the date of closing on the Loan, compounded semiannually. If the Goals are met in part, the Borrower agrees to repay a portion of the Business Subsidy (plus Interest) determined by multiplying the Business Subsidy by a fraction, the numerator of which is the number of jobs in the Goals which were not created at the wage level set forth above and the denominator of which is ___ (i.e. number of jobs set forth in the Goals).

(c) The Borrower agrees to: (i) report its progress on achieving the Goals to Lender until the later of the date the Goals are met or two years from the Benefit Date, or, if the Goals are not met, until the date the Business Subsidy is repaid, (ii) include in the report the information required in Section 116J.994, subdivision 7 of the Business Subsidies Act on forms developed by the Minnesota Department of Employment and Economic Development, and (iii) send completed reports to Lender. The Borrower agrees to file these reports no later than March 1 of each year commencing March 1, 2016, and within 30 days after the deadline for meeting the Goals. Lender agrees that if it does not receive the reports, it will mail the Tenant and the Borrower a warning within one week of the required filing date. If within 14 days of the post marked date of the warning the reports are not made, the Borrower agrees to pay to Lender a penalty of $100 for each subsequent day until the report is filed up to a maximum of $1,000.

(d) The Borrower agrees that, pursuant to the terms of the Lease, it will cause the Tenant to continue operations in the City for at least five years after the date of closing on the Loan.

(e) There are no other state or local government agencies providing financial assistance for the project.

(f) There is no parent corporation of the Entity Guarantor, the Tenant or the Borrower.

[Signature Pages follow]

Signature Page to Loan Agreement

IN TESTIMONY WHEREOF, each of the parties hereto has caused these presents to be effective as of the day and year first above written.

21400 LLC

By: _____
Its: President

Signature Page to Loan Agreement

IN TESTIMONY WHEREOF, each of the parties hereto has caused these presents to be effective as of the day and year first above written.

CITY OF ROGERS

By: _____
Its: Mayor

By: _____
Its: City Clerk

MORTGAGE
AND
ASSIGNMENT OF RENTS
AND
SECURITY AGREEMENT
AND
FIXTURE FINANCING STATEMENT

This Mortgage and Assignment of Rents and Security Agreement and Fixture Financing Statement ("Mortgage") is made as of November __, 2024, by 21400 LLC, a Minnesota limited liability company ("Mortgagor"), in favor of the CITY OF ROGERS, a municipal corporation of the State of Minnesota ("Mortgagee").

THE MAXIMUM AMOUNT SECURED BY THIS MORTGAGE IS $450,000.00 OF PRINCIPAL INDEBTEDNESS, TOGETHER WITH ALL INTEREST ACCRUING THEREON AND ANY AMOUNTS WHICH MAY BE ADVANCED BY MORTGAGEE IN PROTECTION OF THE MORTGAGED PREMISES OR THE LIEN OF THIS MORTGAGE.

RECITALS

A. Mortgagor has executed and delivered to Mortgagee a Promissory Note effective as of the date hereof in the principal amount of $450,000.00 and bearing interest at the rate set forth therein, with principal being due and payable as set forth therein and with all principal and interest, if not sooner paid, being due and payable on December 1, 2034 (the Promissory Note as the same may be renewed, extended, replaced, modified or amended is herein called the "Note"). The proceeds of the Note are being utilized to pay the cost of improvements to the Mortgaged Property (as defined below) to renovate, construct, equip and operate a restaurant and bar at the Mortgaged Property.

B. Contemporaneous herewith, Mortgagor has entered into that certain loan agreement (the "Loan Agreement") setting forth the terms and conditions of Mortgagor's and Mortgagee's obligations with relation to this loan facility.

C. Contemporaneous herewith, Craft & Crew Hospitality, Inc. (the "Entity Guarantor"), the sole member of Mortgagor, has entered into that certain Entity Guaranty guaranteeing Mortgagor's obligations under the Loan Agreement.

D. Contemporaneous herewith, Rogers Block LLC (the "Tenant"), as the operator of a restaurant and bar at the Mortgaged Property, has entered into that certain Lease for use of the Mortgaged Property.

E. As a condition of providing the loan pursuant to the Loan Agreement, Mortgagee has required that Mortgagor's obligations under the Loan Agreement be secured by this Mortgage.

NOW THEREFORE, in consideration of the Recitals and for the purpose of securing the payment and performance of all of Mortgagor's obligations under the Loan Agreement (collectively "Obligations"); and to secure the performance of all covenants, conditions and agreements herein and in the Loan Agreement, Mortgagor does hereby mortgage, grant, bargain, sell, release and convey unto Mortgagee, with power of sale, forever all of Mortgagor's right, title and interest in all the tracts or parcels of land lying and being in Hennepin County, Minnesota, legally described in Exhibit A hereto, (hereinafter the "Land"), whether now owned or hereafter acquired, together with: (i) all building materials, supplies and equipment now or hereafter located on the Land and suitable or intended to be incorporated in any building, structure, or other improvement located or to be erected on the Land; and (ii) all of the buildings, structures and other improvements now standing or at any time hereafter constructed or placed upon the Land; and (iii) all heating, plumbing and lighting apparatus, motors, engines, and machinery, electrical equipment, incinerator apparatus, air conditioning equipment, water and gas apparatus, pipes, faucets, and all other fixtures of every description which are now or may hereafter be placed or used upon the Land or in any building or improvement now or hereafter located thereon; and (iv) all additions, accessions, increases, parts, fittings, accessories, replacements, substitutions, betterments, repairs and proceeds to any and all of the foregoing; and (v) all hereditaments, easements, appurtenances, estates, rents, issues, profits, condemnation awards, proceeds of policies of insurance and other rights and interests now or hereafter belonging or in any way pertaining to the Land or to any building or improvement now or hereafter located thereon; and (vi) all leases or other occupancy agreements now or hereafter in effect in any way appertaining to the Land or to any building or improvement now or hereafter located thereon, including, without limitation, all cash and security deposits, advance rentals and deposits or payments of a similar nature ("Leases"), and all Rents (as herein defined) (all of the foregoing, together with the Land, hereinafter being referred to as the "Property" or "Mortgaged Property"),

TO HAVE AND TO HOLD the Mortgaged Property unto Mortgagee forever;

PROVIDED, NEVERTHELESS, that this Mortgage is given upon the express condition that if Mortgagor shall cause to be paid and performed all of the Obligations, and shall also keep and perform all and singular the covenants herein contained on the part of Mortgagor to be kept and performed, then the Mortgage and the estate hereby granted shall cease and be and become

void and shall be released of record at the expense of Mortgagor; otherwise this Mortgage shall be and remain in full force and effect.

MORTGAGOR REPRESENTS, WARRANTS AND COVENANTS to and with Mortgagee that Mortgagor has good right and full power and authority to execute this Mortgage and to mortgage the Mortgaged Property; that the Mortgaged Property is free from all liens and encumbrances except a mortgage in favor of _____ in the amount of $_____ (the "First Lien Mortgage") and those other certain permitted encumbrances identified in Exhibit B hereto (the "Permitted Encumbrances"); that Mortgagee shall quietly enjoy and possess the Mortgaged Property; that Mortgagor will warrant and defend the title to the Mortgaged Property against all claims, whether now existing or hereafter arising. The covenants and warranties of this paragraph shall survive foreclosure of this Mortgage and shall run with the Land.

AND IT IS FURTHER COVENANTED AND AGREED AS FOLLOWS:

ARTICLE ONE

GENERAL COVENANTS, AGREEMENTS, WARRANTIES

1.1. Payment of Obligations; Observance of Covenants. Mortgagor will duly pay and perform its Obligations and will perform all other agreements and covenants by Mortgagor to be performed hereunder.

1.2. Payment of Impositions. Mortgagor agrees to pay, before a penalty might attach for nonpayment thereof, all taxes, assessments, water and sewer charges, and other fees, taxes and charges of whatsoever nature levied upon or assessed or placed against the Mortgaged Property (collectively "Impositions"). Mortgagor will likewise pay all taxes, assessments and other charges, levied upon or assessed, placed or made against, or measured by, this Mortgage, or the recordation hereof, or the Obligations, provided that Mortgagor shall not be obliged to pay such tax, assessment or charge if such payment would be contrary to law or would result in the payment of an usurious rate of interest on the Obligations. Mortgagor shall promptly furnish to Mortgagee all notices received by Mortgagor of amounts due under this Section and upon Mortgagee's request, shall deliver proper receipts evidencing the payment of such amounts. In the event of a judicial decree or legislative enactment after the date of this Mortgage, providing that any such imposition may not be lawfully paid by Mortgagor, or in the event that the payment of any such imposition by Mortgagor would result in the payment of a usurious rate of interest on the Obligations, the Obligations, together with interest, shall become immediately due and payable, or, at Mortgagee's option, Mortgagee may pay any amount or portion of such Imposition as renders the Obligations unlawful or usurious, in which event Mortgagor shall concurrently therewith pay the remaining lawful and non-usurious portion or balance of said Imposition.

1.3. Payment of Operating Costs; Prior Mortgages and Liens. Mortgagor agrees that it will pay, or cause to be paid, all operating costs and expenses of the Mortgaged Property; keep the Mortgaged Property free from mechanics' and material suppliers' and other liens, subject to Mortgagor's right to contest in good faith as set forth in Section 1.4 hereof; will keep the

Mortgaged Property free from levy, execution or attachment and will immediately pay when due all indebtedness which may be secured by mortgage, lien or charge on the Mortgaged Property and upon request will exhibit to Mortgagee satisfactory evidence of such payment and discharge.

1.4. Contest of Impositions, Liens and Levies. Mortgagor shall not be required to pay, discharge or remove any Imposition, lien or levy so long as Mortgagor shall in good faith contest the same or the validity thereof by appropriate legal proceedings which shall operate to prevent the collection of the levy, lien or Imposition so contested and the sale of the Mortgaged Property, or any part thereof to satisfy the same; provided, however, that Mortgagor, prior to the date such levy, lien or Imposition is due and payable or, in the case of a mechanic's lien or other involuntary lien within (30) days after the same shall have been filed, shall have given such reasonable security as may be demanded by Mortgagee to ensure such payments and any penalties and interest that may accrue thereon and prevent any sale or forfeiture of the Mortgaged Property by reason of such nonpayment. Any such contest shall be prosecuted with due diligence and Mortgagor shall promptly after final determination thereof pay the amount of any such levy, lien or Imposition so determined, together with all interest and penalties, which may be payable in connection therewith. Notwithstanding the provisions of this Section, Mortgagor shall, and Mortgagee may (but shall have no obligation to), pay any such levy, lien or Imposition notwithstanding such contest if in the reasonable opinion of Mortgagee, the Mortgaged Property is in jeopardy or in danger of being forfeited or foreclosed.

1.5. Maintenance and Repairs; Inventory. Mortgagor agrees that it will keep and maintain (or cause to be kept and maintained) the Mortgaged Property in good condition and repair, free from any waste or misuse, and will comply with all requirements of law, municipal ordinances and regulations, restrictions and covenants affecting the Mortgaged Property and its use, and will promptly repair or restore any buildings, improvements or structures now or hereafter on the Mortgaged Property which may become damaged or destroyed. Mortgagor further agrees that without the prior consent of Mortgagee it will not remove from the Mortgaged Property any fixtures or any personal property that is included in the Mortgaged Property unless the same is immediately replaced with like fixtures or personal property of at least equal value, or is otherwise removable under Section 6.1 hereof; or expand any improvements on the Mortgaged Property, erect any new improvements or make any material alterations in any improvements which will materially alter the basic structure, materially and adversely affect the market value or materially change the existing architectural character of the Mortgaged Property. Mortgagor agrees that it will complete within a reasonable time any buildings now or at any time in the process of erection on the Mortgaged Property. Mortgagor agrees not to acquiesce in any rezoning classification, modification or restriction affecting the Mortgaged Property without Mortgagee's prior written consent. Mortgagor agrees that it will not abandon the Mortgaged Property. Upon request of Mortgagee, Mortgagor shall deliver to Mortgagee an inventory in detail reasonably acceptable to Mortgagee of any personal property owned by Mortgagor that is included in the Mortgaged Property pursuant to the terms hereof together with a certification by Mortgagor that said inventory is a true and complete schedule of the personal property to be included in the Mortgaged Property pursuant to the terms hereof. Such inventory shall list any conditional sales contracts and other title retention arrangements to which such personal property may be subject.

1.6. Insurance.

(a) So long as the Obligations remain unpaid, Mortgagor shall, at its own cost, maintain or cause to be maintained with insurers of recognized responsibility acceptable to Mortgagee the following insurance:

(i) hazard and fire insurance on the improvements now existing or hereafter constructed on the Land insuring against loss by fire, hazards included in the term "extended coverage," loss by vandalism or malicious mischief, and such other hazards, casualties and contingencies as may be required by Mortgagee, on the basis of replacement cost without a coinsurance clause, in an amount equal to the full replacement cost thereof (without deduction for depreciation) or such additional amounts and for such periods as may be required by Mortgagee;

(ii) comprehensive general public liability insurance covering the liability of Mortgagor against claims for bodily injury, death or property damage occurring on or about the Mortgaged Property in such minimum amounts and limits as Mortgagee may require but in no event, less than $2,000,000.00 combined single limit per occurrence and naming Mortgagee as an additional insured;

(iii) insurance covering the Mortgaged Property against loss or damage by explosion, rupture or bursting of steam boilers, steam pipes, steam turbines, steam engines or pressure vessels or fly wheels located on or a part of the Mortgaged Property and providing for full repair and full replacement cost coverage; and

(iv) such other forms of insurance in such minimum amounts as Mortgagee may reasonably require or as may be required by law.

Mortgagor shall pay or cause to be paid all premiums on insurance required hereunder by making payment directly to the insurer. Mortgagee shall have the right to hold the policies and renewals thereof, and Mortgagor shall promptly furnish to Mortgagee all such policies, renewals thereof, renewal notices and all paid-premium receipts received by it. All policies of insurance and any and all refunds of unearned premiums are hereby assigned to Mortgagee as additional security for the payment of the Obligations secured hereby. In the event of foreclosure of this Mortgage, all right, title and interest of Mortgagor in and to any insurance policies then in force shall pass to the purchaser at the foreclosure sale.

(b) The policies of all such insurance shall have mortgagee and loss payable provisions in favor of Mortgagee. All such insurance shall be in form acceptable to Mortgagee, shall provide for at least thirty (30) days' prior written notice of cancellation, termination or modification thereof to Mortgagee, shall permit Mortgagee to make

premium payments to prevent cancellation, and shall provide that no act or negligence of Mortgagor or of any occupant of the Mortgaged Property, and no occupancy or use of the Mortgaged Property for purposes more hazardous than permitted by the terms of the policy, will affect the validity or enforceability of such insurance as against Mortgagee. In the event of loss under such insurance Mortgagor shall give prompt notice to the insurance carrier and Mortgagee; Mortgagor shall duly make proof of loss, and shall immediately furnish to Mortgagee a copy of such proof of loss.

(c) Subject to the rights of the mortgagee under the First Lien Mortgage which has priority over this Mortgage, Mortgagee is authorized and empowered to settle, collect and receive all fire and hazard insurance proceeds, to apply such proceeds to all expenses (including reasonable attorneys' fees) reasonably incurred by Mortgagee in collecting the same and, at Mortgagee's option and in its sole discretion, apply the balance of said proceeds ("Net Proceeds") to payment of the Obligations or make the Net Proceeds available for the repair and restoration of the Mortgaged Property; provided, however, Mortgagor may settle claims without Mortgagee's consent if the loss is less than $5,000.00 and no Event of Default exists at the time of settlement. Mortgagor shall apply any such proceeds to the repair and restoration of the Mortgaged Property. So long as no Event of Default exists, any settlement of a fire and hazard insurance claim of more than $5,000.00 shall require the consent of Mortgagor, which consent will not be unreasonably withheld.

(d) If Mortgagee elects to apply the Net Proceeds to repair and restoration of the Mortgaged Property (i) the Net Proceeds shall be held by Mortgagee and at Mortgagee's election may be disbursed either by Mortgagee or a disbursing agent selected by Mortgagee and paid by Mortgagor, (ii) upon Mortgagee's request prior to disbursement of any Net Proceeds or thereafter, from time to time, Mortgagor will deposit with Mortgagee such amounts in excess of remaining Net Proceeds as Mortgagee reasonably determines is required to complete the repair and restoration, (iii) the Net Proceeds and any funds deposited by Mortgagor shall be held and disbursed in accordance with sound construction loan disbursement practices, including, but not limited to, approval of the plans and specifications, appraisal, its other conditions for disbursement of draw requests and inspection of the work, and such other reasonable conditions as Mortgagee may impose and (iv) any Net Proceeds not so applied to repair and restoration shall be applied to the payment of the Obligations. If an Event of Default occurs prior to full disbursement, any undisbursed portion of the Net Proceeds and any funds deposited by Mortgagor with Mortgagee may at Mortgagee's option be applied to the Obligations.

1.7. Inspection. Mortgagee, or its agents, shall have the right to enter upon the Mortgaged Property during ordinary business hours for the purposes of inspecting the Mortgaged Property or any part thereof. Mortgagee shall have no duty, however, to make such inspection. Mortgagee, or its agents, shall also have the right during ordinary business hours to examine the books and records of Mortgagor pertaining to the Mortgaged Property and to make extracts therefrom and copies thereof. The parties agree that Mortgagee's right to inspect the books and records of Mortgagor, as described in this provision, relates solely to the Mortgaged Property.

1.8. Protection of Mortgagee's Security. If Mortgagor fails to perform any of the covenants and agreements contained in this Mortgage and such failure shall continue beyond any applicable notice and cure period contained in Article Two hereof or if any action or proceeding is commenced which does or may adversely affect the Mortgaged Property or the interest of Mortgagor or Mortgagee therein, or the title of Mortgagor thereto, then Mortgagee, at Mortgagee's option, may perform such covenants and agreements, defend against such action or proceeding, or otherwise act as Mortgagee deems necessary to protect its interest. In the event that, after damage to or destruction of the Mortgaged Property or condemnation of a portion of the Mortgaged Property or a sale under threat thereof, the proceeds are used to restore the Mortgaged Property, and the insurance, sale or condemnation proceeds which are paid to Mortgagee are not sufficient to pay for such restoration, Mortgagee may nevertheless effect the restoration. Any amounts disbursed or costs incurred by Mortgagee pursuant to this Section, including interest and reasonable attorney's fees, shall become additional Obligations of Mortgagor secured by this Mortgage. All amounts disbursed or costs incurred by Mortgagee pursuant to this paragraph shall be payable upon demand, and shall bear interest from the date of disbursement or incurrence at the rate set forth in the Note unless payment of interest at such rate would be contrary to law, in which event such amounts shall bear interest at the highest rate permitted by law. Mortgagee shall, at its option, be subrogated to any encumbrance, lien, claim or demand, and to all the rights and securities for the payment thereof, paid or discharged with the principal sum secured hereby or by Mortgagee under the provisions hereof, and any such subrogation rights shall be additional and cumulative security for this Mortgage. Nothing contained in this Section shall require Mortgagee to incur any expense or do any act hereunder, and Mortgagee shall not be liable to Mortgagor for any damages or claims arising out of action taken by Mortgagee pursuant to this paragraph.

1.9. Hazardous Materials. Mortgagor hereby represents and warrants to Mortgagee that the Mortgaged Property has not at any time been used for storage, transfer, transportation or disposal of hazardous substances, hazardous wastes, pollutants, contaminants or similar substances (collectively "Hazardous Substances"), or for the discharge of the same into the environment in violation of any law, regulation, or judicial or administrative order or judgment; and the Mortgaged Property is not contaminated by, and does not contain, any Hazardous Substances. Mortgagor will not use or permit the use of the Mortgaged Property for such purposes. Mortgagor will fully indemnify Mortgagee and defend Mortgagee against any claims, losses, damages, actions, costs and expenses of any kind, including without limitation, court costs and reasonable attorneys' fees, in connection with any Hazardous Substances now or hereafter located on the Mortgaged Property or any other violation of any federal, state or local environmental statute, ordinance, rule or regulation ("Environmental Laws"). This indemnity shall not apply to the extent that the willful act or omission of the Mortgagee contributes to the actual or threatened discharge, dispersal, release, storage, treatment, generation, disposal or escape of the Hazardous Substances. The indemnity provisions of this Section shall survive the foreclosure or other termination of this Mortgage.

Without limiting the generality of the foregoing, Mortgagor agrees that upon the discovery of a release or threatened release of Hazardous Substances on or from the Mortgaged Property, it will promptly, diligently and without cost to Mortgagee, proceed to remediate all contamination

in accordance with all applicable laws, ordinances, rules and regulations, and the requirements of all governmental authorities having jurisdiction, and otherwise to the satisfaction of Mortgagee. A failure to do so shall constitute a default by Mortgagor under this Mortgage.

1.10. Escrows. Upon the request of Mortgagee after the occurrence of an Event of Default (whether or not such Event of Default is subsequently cured), Mortgagor shall deposit with Mortgagee, on the first day of each and every month, commencing with the date the first payment shall be due on the Note which is after the date of such request, a deposit to pay the Impositions and insurance premiums (collectively "Charges") in an amount equal to:

(a) One-twelfth (1/12) of the Impositions next to become due upon the Mortgaged Property; provided, however, that, in the case of the first such deposit, there shall be deposited in addition an amount as estimated by Mortgagee which, when added to monthly deposits to be made thereafter as provided for herein, shall assure that there will be sufficient funds on deposit to pay the Impositions as they come due; plus

(b) One-twelfth (1/12) of the annual premiums on each policy of insurance required to be maintained hereunder; provided that with the first such deposit there shall be deposited, in addition, an amount equal to one-twelfth (1/12) of such annual insurance premiums multiplied by the number of months elapsed between the date premiums on each policy are last paid to and including the date of deposit.

The amount of such deposits shall be based upon Mortgagee's reasonable estimate as to the amount of Impositions and premiums of insurance next to be payable. Mortgagee will, upon timely presentation to Mortgagee by Mortgagor of the bills therefor, pay the Charges from such deposits. In the event the deposits on hand shall not be sufficient to pay all of the Charges when the same shall become due from time to time, or the prior deposits shall be less than the currently estimated monthly amounts, then Mortgagor shall pay to Mortgagee on demand any amount necessary to make up the deficiency. The excess of any such deposits shall be returned to Mortgagor or credited towards subsequent Charges, at the discretion of Mortgagee. If an Event of Default shall occur under the terms of this Mortgage, Mortgagee may, at its option, without being required so to do, apply any deposits on hand to the Obligations, in such order and manner as Mortgagee may elect. When the Obligations have been fully paid, any remaining deposits shall be returned to Mortgagor as its interest may appear. All deposits are hereby pledged as additional security for the Obligations, shall be held for the purposes for which made as herein provided, may be held by Mortgagee and may be commingled with other funds of Mortgagee, shall be held without any allowance of interest thereon, and shall not be subject to the decision or control of Mortgagor. Mortgagee shall not be liable for any act or omission made or taken in good faith. In making any payments, Mortgagee may rely on any statement, bill or estimate procured from or issued by the payee without inquiry into the validity or accuracy of the same. If the taxes shown in the tax statement shall be levied on property more extensive than the Mortgaged Property, Mortgagee shall be under no duty to seek a tax division or apportionment of the tax bill, and any payment of taxes based on a larger parcel shall be paid by Mortgagor, and Mortgagor shall expeditiously cause a tax subdivision to be made.

1.11. Compliance with Code. Mortgagor covenants that when completed the Improvements shall comply with all applicable restrictions, conditions, codes, ordinances, regulations and laws of the City of Rogers (the "City") and other governmental bodies having jurisdiction over the Mortgaged Property, including, without limitation, the Americans with Disabilities Act and those related to environmental protection. Mortgagor has NOT commenced construction of the Improvements.

ARTICLE TWO

EVENTS OF DEFAULT

Each of the following occurrences shall constitute an Event of Default hereunder:

2.1. Failure to pay. Mortgagor's failure to pay any amount due under the Loan Agreement or any other amount required to be paid by Mortgagor hereunder when due.

2.2. Other Performance Failure. The Mortgagor's or the Entity Guarantor's failure to duly observe or perform any of the other terms, conditions, covenants or agreements required to be observed or performed by Mortgagor hereunder or by the Entity Guarantor in the Entity Guaranty and the continuation of such failure for a period of thirty (30) days after Mortgagee gives Mortgagor written notice of such failure.

2.3. Breach of Warranty of Title. Subject to Mortgagor's right to contest in good faith as set forth in Section 1.4 hereof, the breach of any warranty of title or any other warranty made by Mortgagor hereunder.

2.4. Misrepresentation. The making of any material misstatement in any financial statement or report submitted to Mortgagee by or on behalf of Mortgagor.

2.5. Foreclosure. The institution of a foreclosure or other enforcement proceedings by the holder of any other lien on the Mortgaged Property (without hereby implying Mortgagee's consent to any mortgage or other lien).

2.6. Sale of Property. The sale, assignment, conveyance, mortgage, encumbrance, lease or transfer of: (i) Mortgagor's interest in the Mortgaged Property or any part thereof, or any interest therein; or (ii) any transfer in ownership or control of Mortgagor, without the prior written consent of Mortgagee, which consent may be granted or withheld by Mortgagee at its sole discretion.

2.7. Breach of the First Lien Mortgage, Other Agreements, etc. Any default or breach under the First Lien Mortgage, any other note, mortgage or other obligation of Mortgagor or Borrower now held or hereafter acquired by Mortgagee or City, or any other failure to comply with the terms and conditions thereof and the continuance thereof beyond any applicable notice and/or cure period contained therein.

ARTICLE THREE

ACCELERATION AND FORECLOSURE; OTHER REMEDIES

Upon any Event of Default, Mortgagee may, at its option, exercise one or more of the following rights and remedies (and any other rights and remedies available to it):

3.1. Acceleration. Mortgagee may declare immediately due and payable all unmatured Obligations secured by this Mortgage, and the same shall thereupon be immediately due and payable, without notice or demand.

3.2. UCC Remedies. Mortgagee shall have and may exercise with respect to all fixtures and any personal property included in the Mortgaged Property, all the rights and remedies accorded upon default to a secured party under the Uniform Commercial Code, as in effect in the State of Minnesota.

3.3. Foreclosure; Action or Advertisement. Mortgagee may (and is hereby authorized and empowered to) foreclose this Mortgage by action or advertisement, pursuant to the statutes of the State of Minnesota in such case made and provided, power being expressly granted to sell the Mortgaged Property at public auction and convey the same to the purchaser to the full extent of Mortgagor's interest and, out of the proceeds arising from such sale, to pay all Obligations secured hereby with interest, and all legal costs and charges of such foreclosure and the maximum attorneys' fees permitted by law, which costs, charges and fees Mortgagor agrees to pay. Any real estate or interest or estate sold hereunder may be sold in one parcel, as an entirety, or in such parcels and in such manner or order as Mortgagee, in its sole discretion, may elect. In case of any sale of the Mortgaged Property pursuant to any judgment or decree of any court or at public auction or otherwise in connection with the enforcement of any of the terms of this Mortgage, Mortgagee, its successors and assigns, may become the purchaser, and for the purpose of making settlement for or payment of the purchase price, shall be entitled to deliver over and use any sum then due under the Entity Guaranty and any claims for interest accrued and unpaid thereon, together with all other sums, with interest, advanced and unpaid hereunder, and all statutory charges for such foreclosure including maximum attorney's fees allowed by law in order that there may be credited as paid on the purchase price the sum then due under the Note and all other sums, with interest, advanced and unpaid hereunder, and all charges and expenses of such foreclosure including maximum attorneys' fees allowed by law.

3.4. Receiver. Mortgagee shall be entitled as a matter of right without notice and without giving bond and without regard to the solvency or insolvency of Mortgagor, or waste of the Mortgaged Property or adequacy of the security of the Mortgaged Property, to apply for the appointment of a receiver, in accordance with the statutes and law made and provided. The receiver shall collect the rents, and all other income of any kind; manage the Mortgaged Property so to prevent waste; execute leases within or beyond the period of receivership, pay all expenses for normal maintenance of the Mortgaged Property and perform the terms of this Mortgage and apply the rents, issues and profits as permitted by Minnesota Statutes, Section 576.25, subd. 5. Mortgagor does hereby irrevocably consent to such appointment.

3.5. Specific Performance. Mortgagee may bring suit for specific performance of any covenant or warranty hereunder.

3.6. Forbearance and Other Rights of Mortgagee. Any delay by Mortgagee in exercising any right or remedy hereunder, or otherwise afforded by law or equity, shall not be a waiver of or preclude the exercise of such right or remedy or any other right or remedy hereunder or at law or in equity. The failure of Mortgagee to exercise any option to accelerate maturity of the Obligations secured by the Mortgage, the forbearance by Mortgagee before or after the exercise of such option, or the withdrawal or abandonment of proceedings provided for by this Mortgage shall not be a waiver of the right to exercise such option or to accelerate the maturity of such Obligations by reason of any past, present or future event which would permit acceleration. The procurement of insurance or the payment of taxes or other liens or charges by Mortgagee shall not be a waiver of Mortgagee's right to accelerate the maturity of the Obligations. Mortgagee's receipt of any awards, proceeds or damages shall not operate to cure or waive default by Mortgagor. Mortgagee may at any time, without notice, release any person liable for payment of any Obligations, extend the time or agree to alter the terms of payment of any of the Obligations, accept additional security of any kind, release any plat or map of the Mortgaged Property or the creation of any easement thereon or any covenants restricting use or occupancy thereof, or agree to alter or amend the terms of this Mortgage in any way. No such release, modification, addition or change shall affect the liability of any person other than the person so released, for payment of any Obligations, nor affect the priority and lien status of this Mortgage upon any property not so released.

ARTICLE FOUR

ASSIGNMENT OF RENTS

4.1. Assignment. As security in addition to the lien of this Mortgage upon the Property, Mortgagor hereby grants, transfers and assigns to Mortgagee all of the right, title and interest of Mortgagor in and to all Leases and all rents, income, profits, revenues, royalties, bonuses, rights, accounts, contract rights, general intangibles and benefits (all of which are sometimes hereinafter referred to as "Rents"), now or hereafter accruing or owing by reason of a Lease of any or all of the Property.

4.2. Covenants of Performance. To protect the security of this Assignment, Mortgagor warrants, covenants and agrees:

(a) to faithfully abide by, perform and discharge each and every obligation, covenant and agreement under any Leases to be performed by Mortgagor thereunder; to give prompt written notice to Mortgagee of any notice of default on the part of Mortgagor with respect to any Lease received from a tenant thereunder; to enforce or secure short of termination of any Lease the performance of each and every obligation, covenant, condition and agreement of the Leases by the tenants thereunder to be performed; not to borrow against, pledge or assign any of the Rents, or anticipate the Rents; not to waive, excuse, condone or in any manner release or discharge any tenant thereunder of or from the obligations, covenants, conditions and agreements to be performed under the Lease or to permit the tenant to assign its interest in the Lease unless required to do so by the terms of the Lease; not to terminate the Leases or accept a surrender thereof or a discharge of the tenant unless required to do so by the terms of the Lease; not to consent to a subordination of the interest of the tenant thereunder to any party other than Mortgagee and then only if specifically required to do so by Mortgagee;

(b) at Mortgagor's sole cost and expense, to appear in and defend any action or proceeding arising under, growing out of or in any manner connected with the Leases or the obligations, duties or liabilities of Mortgagor and tenants thereunder, and to pay all costs and expenses of Mortgagee, including attorneys' fees in a reasonable sum, in any such action or proceeding in which Mortgagee may appear or with respect to which it may incur costs;

(c) that Mortgagor has the full right and title to assign the Rents; that at the date of this Mortgage there exist no Leases which now or in the future affect the Mortgaged Property which have not been disclosed to Mortgagee in writing; and that there is no outstanding assignment or pledge of the Leases or Rents; and

(d) to furnish to Mortgagee, at Mortgagee's written request, a complete list of all Leases and security deposits made thereunder as to any part of the Mortgaged Property, showing the type of lease, the name of the tenant, the monthly rental, the date to which paid, the term of the Lease, the date of occupancy, and the date of expiration and any and every special premium, concession or inducement granted to the tenant.

4.3. Assignment Absolute. This Assignment is absolute and is effective immediately. Notwithstanding the foregoing, until an Event of Default, as defined in ARTICLE TWO above, has occurred, Mortgagor may receive, collect and enjoy the Rents. Upon or at any time after an Event of Default has occurred, Mortgagee may at its option, without notice:

(a) in the name, place and stead of Mortgagor (i) enter upon, manage and operate the Mortgaged Property, or retain the services of an independent contractor to manage and operate the same, (ii) make, enforce, modify and accept surrender of the Leases, (iii) obtain or evict tenants, demand, collect, sue for, receive and give acquittances for, fix or modify Rents and enforce all rights of Mortgagor under the Leases, and (iv) perform any and all other acts that may be necessary or proper to protect the security of this Assignment; provided always, however, that until the end of any redemption period available to Mortgagor after any foreclosure of this Mortgage Mortgagee shall continue to deal with the Leases on the Property in a reasonable businesslike manner, recognizing and protecting Mortgagor's continuing rights during such period to retake possession and control of the Mortgaged Property upon paying the appropriate redemption price, and to resume the management of such Leases;

(b) give or require Mortgagor to give notice to any and all tenants under the Leases authorizing and directing the tenants to pay all Rents due under the Leases directly to Mortgagee; and

(c) apply for, and Mortgagor hereby consents to, the appointment of a receiver of the Mortgaged Property.

4.4. Application of Rents.

(a) All Rents collected by Mortgagee, or by a receiver, shall be held and applied by Mortgagee in its reasonable discretion, in accordance with applicable law, including, without limitation to: (i) payment of all reasonable fees of the receiver, if any, approved by the court; (ii) the repayment when due of all tenant security deposits pursuant to the provisions of Minnesota Statutes Section 504B.178; (iii) payment of all delinquent or current real estate taxes and special assessments payable with respect to the Property or, if this Mortgage so requires, to the periodic escrow for the payment thereof; (iv) payment of all premiums then due for the insurance required by the provisions of this Mortgage or, if this Mortgage so requires, to the periodic escrow for the payment thereof; (v) payment of expenses incurred for normal maintenance of the Mortgaged Property.

(b) Any amounts remaining after such application shall be applied as follows:

(i) if received prior to any foreclosure sale of the Mortgaged Property to Mortgagee for payment of the indebtedness secured by this Mortgage, but no such payment made after acceleration of the indebtedness shall affect such acceleration; and

(ii) if received during or with respect to a period after a foreclosure sale of the Mortgaged Property:

(1) if the purchaser at the foreclosure sale is not Mortgagee, first to Mortgagee to the extent of any deficiency of the sale proceeds to repay the indebtedness secured by this Mortgage, second to the purchaser as a credit to the redemption price, but if the Mortgaged Property is not redeemed, then to the purchaser of the Mortgaged Property;

(2) if the purchaser at the foreclosure sale is Mortgagee, first to Mortgagee to the extent of any deficiency of the sale proceeds to repay the indebtedness secured by this Mortgage and the balance to be retained by Mortgagee as a credit to the redemption price, but if the Mortgaged Property is not redeemed, then to Mortgagee, whether or not such deficiency exists.

4.5. Continuing Effect. The rights and powers of Mortgagee under this Assignment and the application of the Rents shall continue and remain in full force and effect both before and after commencement of any action or procedure to foreclose this Mortgage, after any foreclosure sale of Mortgagor's interest in the Property in connection with the foreclosure of this Mortgage, and until expiration of the period of redemption from any such foreclosure sale, whether or not any deficiency from the unpaid balance of the Obligations exists after such foreclosure sale.

4.6. Mortgagee Not Obligated. Mortgagee shall not be obligated by this Assignment for the control, care, management or repair of the Mortgaged Property, nor for the carrying out of any of the terms and conditions of the Leases; nor shall this Assignment operate to make Mortgagee responsible or liable for any waste committed on the Mortgaged Property by the tenants or any other party, or for any dangerous or defective condition of the Mortgaged Property, or for any violation of Environmental Laws or for any negligence in the management, upkeep, repair or control of the Mortgaged Property resulting in any loss or any injury or death to any person.

4.7. Hold Harmless. Mortgagor shall and does agree to indemnify and to hold Mortgagee harmless of and from any and all liability, loss or damage which it may or might incur under or by reason of this Assignment, and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases; provided, however, that such indemnification shall not apply if the same arises out of Leases intentionally breached by Mortgagee which were made by Mortgagor in the ordinary course of managing the Mortgaged Property and prior to the time Mortgagee obtained the right to possess and manage the Mortgaged Property, or if the same arises out of the negligent or willful act of Mortgagee in operating and using the Mortgaged Property. Should Mortgagee incur any such liability, loss or damage under any Lease or by reason of this Assignment, or in the defense of any such claims or demands, the amount thereof, including costs, expenses, and reasonable attorneys' fees, shall be secured hereby and Mortgagor shall reimburse Mortgagee therefor immediately upon demand. Mortgagee shall give Mortgagor notice of any such claim

and Assignor shall have the opportunity to defend Mortgagee in connection therewith with counsel reasonably acceptable to Mortgagee; provided Mortgagee's failure to give such notice and opportunity to defend shall not affect Mortgagor's obligations under this Section except to the extent Mortgagor is actually prejudiced by such failure.

4.8. Authorization to Tenants. The tenants under any of the Leases are hereby irrevocably authorized and directed to recognize the claims of Mortgagee or its assigns hereunder without investigating the reason for any action taken by Mortgagee, or the validity or the amount of indebtedness owing to Mortgagee, or the existence of any such event of default, or the application of the Rents to be made by Mortgagee. Mortgagor hereby irrevocably directs and authorizes each tenant to pay to Mortgagee all sums due under its Lease and consents and directs that said sums shall be paid to Mortgagee without the necessity for a judicial determination that any such event of default has occurred or that Mortgagee is entitled to exercise its rights hereunder, and to the extent such sums are paid to Mortgagee, Mortgagor agrees that the tenants shall have no further liability to Mortgagor for the same. The sole signature of Mortgagee shall be sufficient for the exercise of any rights under this Assignment and the sole receipt of Mortgagee for any sums received shall be a full discharge and release therefor to the tenants or occupants of the Mortgaged Property.

4.9. Mortgagee Attorney-in-Fact. Mortgagor hereby irrevocably appoints Mortgagee as its agent and attorney in fact, which appointment is coupled with an interest, to exercise any rights or remedies hereunder and to execute and deliver during the term of this Assignment such instruments as Mortgagee may deem necessary to make this Assignment and any further assignment effective.

4.10. Mortgagee Not in Possession. Nothing herein contained and no actions taken pursuant to this Assignment shall be construed as constituting Mortgagee a "Mortgagee in Possession."

ARTICLE FIVE

CONDEMNATION

5.1. Notice. Mortgagor will give Mortgagee prompt notice of any action, actual or threatened, in condemnation or eminent domain, direct or inverse.

5.2. Awards. Subject to any obligations under the First Lien Mortgage, which has priority over this Mortgage, Mortgagor hereby assigns, transfers, and sets over to Mortgagee the entire proceeds of any award or payment which becomes payable by reason of any taking of or damage to the Mortgaged Property, or any part or appurtenance thereof, either temporarily or permanently, in or by condemnation or other eminent domain proceedings or by reason of sale under threat thereof, or in anticipation of the exercise of the right of condemnation or other eminent domain proceedings. Mortgagor will file or prosecute in good faith and with due diligence what would otherwise be its claim in any such award or payment and cause the same to be collected and paid over to Mortgagee, and Mortgagor irrevocably authorizes and empowers Mortgagee, which power is coupled with an interest and is irrevocable, in the name of Mortgagor or otherwise, in the event that Mortgagor fails to do so, to file and prosecute any such claim and to collect, receipt for and retain the same. The proceeds of the award or payment, after deducting all reasonable costs, attorneys' fees and other expenses which may have been incurred by Mortgagee in collection thereof, at the sole discretion of Mortgagee, may be released to Mortgagor, applied to restoration of the Mortgaged Property or applied to the payment of any part of the Obligations, in such order of application as Mortgagee may determine. If proceeds are made available to be applied to restoration, they shall be held and disbursed in accordance with Paragraph 1.6(d) hereof.

ARTICLE SIX

UNIFORM COMMERCIAL CODE

6.1. Security Interest. This Mortgage shall constitute a security agreement as defined in the Uniform Commercial Code with respect to, and Mortgagor hereby grants Mortgagee a security interest in, all of fixtures and any personal property included in the Mortgaged Property and substitutions therefor and proceeds thereof. Mortgagor hereby authorizes Mortgagee to file one or more financing statements, covering such fixtures and personal property (in a form satisfactory to Mortgagee) which Mortgagee may reasonably consider necessary or appropriate to perfect its security interest. Mortgagor also authorizes Mortgagee to file amendments to financing statements, and terminations of financing statements filed by other secured parties, all with respect to all fixtures and personal property included in the Mortgaged Property, in such form and substance as Mortgagee, in its reasonable discretion, may determine. Mortgagor will pay to Mortgagee, on demand, the amount of any and all costs and expenses (including reasonable attorneys' fees and legal expenses) paid or incurred by Mortgagee in connection with the exercise of any right or remedy referred to in this Section. In any instance where Mortgagor in its sound discretion determines that any item subject to a security interest under this Mortgage has become: (i) inadequate, obsolete, worn out, or (ii) unsuitable, undesirable or unnecessary for

the operation of the Mortgaged Property, Mortgagor may, at its expense, remove and dispose of it and substitute and install other items not necessarily having the same function, provided, that such removal and substitution shall not impair the operating utility and unity of the Mortgaged Property. With respect to items which are a part of the Mortgaged Property, all items substituted for such items shall become a part of the Mortgaged Property and subject to the lien of this Mortgage. Any amounts received or allowed Mortgagor upon the sale or other disposition of the removed items of property shall be applied against the cost of acquisition and installation of the substituted items. Nothing herein contained shall be construed to prevent any tenant or subtenant from removing from the Mortgaged Property trade fixtures, furniture and equipment installed by it and removable by tenant under its terms of any one or more of the Leases, on the condition, however, that Mortgagor shall assure the repair of any and all damages to the Mortgaged Property resulting from or caused by the removal thereof. Mortgagee acknowledges that no items of personal property are included in the Mortgaged Property.

6.2. Fixture Filing. From the date of its recording, this Mortgage shall be effective as a financing statement with respect to all goods constituting part of the Mortgaged Property which are or are to become fixtures related to the real estate described herein. For this purpose, the following information is set forth:

(a) Name and Address of Mortgagor:
Craft & Crew Hospitality, Inc.
Attn: Luke Derheim
7225 Fleetwood Drive
Edina, MN55439

(b) Name and address of Secured Party:
City of Rogers
Attn: Community Development Director
22350 South Diamond Lake Rd
Rogers, MN 55374

(c) This document covers goods which are or are to become fixtures.

(d) The real estate to which such fixtures are or are to be attached is that described in Exhibit A attached hereto.

ARTICLE SEVEN

MISCELLANEOUS

7.1. Mortgagee's Remedies Cumulative. All remedies of Mortgagee are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently or independently, as often as the occasion therefore arises.

7.2. Successors and Assigns Bound; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective heirs, legal representatives, successors and assigns of Mortgagee and Mortgagor. The captions and headings of the Sections of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

7.3. Notices. Any notice from Mortgagee to Mortgagor under this Mortgage shall be deemed to have been given by Mortgagee and received by Mortgagor, when delivered personally to an officer of Mortgagor or three (3) days after the date it is mailed by certified mail addressed as follows:

Craft & Crew Hospitality, Inc.
Attn: Luke Derheim
7225 Fleetwood Drive
Edina, MN55439
Email: luke@craftncrew.com

With a copy to: Zamansky Professional Association
Attn: Drew Zamansky
3901 IDS Tower
80 South Eighth Street
Minneapolis, MN 55402
Email: d.zamansky@zamanskylaw.com

7.4. Governing Law; Severability. This Mortgage shall be governed by the laws of the State of Minnesota. In the event that any provision or clause of this Mortgage conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage which can be given effect without conflicting provisions and to this end the provisions of this Mortgage are declared to be severable.

7.5. Counterparts. This Mortgage may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one instrument.

7.6. Waiver of Appraisement, Homestead, Marshaling. Mortgagor hereby waives the benefit of any homestead, appraisement, evaluation, stay and extension laws now or hereinafter in force. Mortgagor hereby waives any rights available with respect to marshaling of assets so as to require the separate sales of any portion of the Mortgaged Property or to require Mortgagee to

exhaust its remedies against a specific portion of the Mortgaged Property before proceeding against the other.

7.7. Subsequent Agreements. Any agreement hereafter made by Mortgagor and Mortgagee pursuant to this Mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance.

[Signature Page follows]

Signature Page to Mortgage

IN WITNESS WHEREOF, Mortgagor has caused this Mortgage to be duly executed as of the day and year first written.

CRAFT & CREW HOSPITALITY, INC.,
a Minnesota limited liability company

By: _____
Its: President

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 2024, by _____, President of Craft & Crew Hospitality, Inc., a Minnesota limited liability company, on behalf of the limited liability company.

_____
Notary Public
My Commission Expires:

This Instrument was drafted by:
Kennedy & Graven, Chartered (JSB)
150 South 5th Street, Suite 700
Minneapolis, Minnesota 55402
Telephone: (612) 337-9300

EXHIBIT A

Legal Description

The real property situated in the City of Rogers, County of Hennepin, State of Minnesota, described as follows:

Those parts of Lots 1 and 2, Block 1 Rogers Plaza lying West of a line drawn from a point on the North line of said Lot 1 distant 69.94 feet Northwesterly of the Northeast corner of said Lot 1 to a point on the South line of said Lot 2 distant 14.96 feet East of the Southwest corner of said Lot 2. (Torrens Property – Certificate of Title 1093419.5).

EXHIBIT B

Permitted Encumbrances

1)

PROMISSORY NOTE

November ___, 2024

Amount: $450,000.00
Interest: 0.00%
Maturity: March 1, 2032

FOR VALUE RECEIVED, the undersigned, 21400 LLC, a Minnesota limited liability company ("Borrower"), promises to pay to the order of the CITY OF ROGERS, a municipal corporation of the State of Minnesota ("Lender"), at 22350 South Diamond Lake Rd, Rogers, MN 55374, or such other place as the Lender or any other holder of this Note may designate in writing, on or before December 31, 2034 ("Maturity Date"), the principal sum of Four Hundred Fifty Thousand and 00/100 Dollars ($450,000.00), without interest except as otherwise provided herein or in Section 24(b) of the Loan Agreement defined below.

This Note is made pursuant to a Loan Agreement, between Borrower and Lender, of even date herewith ("Loan Agreement") which provides for the payment of the cost of certain real property. The principal amount of this Note shall be amortized over a seven (7) year period.

Based on the foregoing, the Borrower shall be obligated to make monthly installments (each a "Monthly Installment") in the amount of Five Thousand Three Hundred Fifty-Seven and 14/100 Dollars ($5,357.14), which Monthly Installments shall commence on May 1, 2025, and continue on the first (1st) day of each and every month thereafter until the Maturity Date, when all outstanding principal and any other amounts due hereunder shall be payable in full.

This Note is secured by, among other things a Mortgage and Assignment of Rents and Security Agreement and Fixture Financing Statement covering property owned by the Borrower (the "Mortgage") and that certain Entity Guaranty made by Craft & Crew Hospitality, Inc., all of which are made to Lender of even date herewith (collectively, the "Security Documents"). All of the terms and conditions contained in the Security Documents which are to be kept and performed by Borrower are hereby made a part of this Note to the same extent and with the same force and effect as if they were fully set forth herein; and Borrower covenants and agrees to keep and perform them, or cause them to be kept and performed, strictly in accordance with their terms.

If the Lender, or any other holder of this Note, has not received the full amount of any Monthly Installment provided for in this Note, by the end of ten (10) calendar days after the date it is due, Borrower shall pay a late charge fee to the Lender, or any other holder of this Note. The amount of the late charge fee shall be five percent (5.00%) of the overdue Monthly Installment. The Borrower shall pay this late charge fee on demand, however, collection of the late charge fee shall not be deemed a waiver of the Lender's right to declare an Event of Default and exercise its rights and remedies as provided for in the Loan Agreement and the Security Documents.

Each Monthly Installment and other payments made under this Note shall be applied as follows: (i) first, against and pay unpaid late charges and any other charges, including attorneys' fees and protective advances; and then (ii) all remaining amounts, if any, shall be applied against and reduce the then outstanding principal balance of this Note.

If an Event of Default shall occur hereunder or under the Loan Agreement or any Security Document and any cure period provided for in the Loan Agreement or such Security Document has expired, the Borrower agrees to pay a default rate of interest equal to four percent (4.00%) per annum, and the entire principal amount outstanding and any other charges due hereon shall at once become due and payable at the option of the Lender or the holder hereof. Any failure of the Lender to exercise its right to increase the interest rate by the default rate of interest set forth above or its option to accelerate this Note at any time shall not constitute a waiver of the right to exercise the same right to increase the interest rate or accelerate at any subsequent time. Notwithstanding anything contained herein to the contrary, the default rate of interest hereon shall never exceed the highest rate permitted by law.

The Borrower may prepay the principal under this note at any time and from time to time, in whole or in part, without premium or penalty. No partial prepayment shall postpone the due date of any Monthly Installment or reduce the amount of any such Monthly Installment unless the Lender agrees otherwise in writing.

All sums payable to the Lender under this Note shall be paid in immediately available funds.

The Borrower promises to pay all costs in connection with the enforcement of this Note, including but not limited to, those costs, expenses and attorneys' fees of Lender whether or not suit is filed with respect thereto and whether or not such cost or expense is paid or incurred or to be paid or incurred prior to or after the entry of judgment or for the pursuance of, or defense of, any litigation, appellate, bankruptcy or insolvency proceeding.

Presentment, notice of dishonor and protest are hereby waived by all makers, sureties, guarantors and endorsers hereof. This Note shall be binding upon Borrower, its successors and assigns.

The remedies of Lender, as provided herein and in the Loan Agreement and the Security Documents, shall be cumulative and concurrent and may be pursued singly, successively or together, at the sole discretion of Lender, and may be exercised as often as occasion therefor shall occur; and the failure to exercise any such right or remedy shall in no event be construed as a waiver or release thereof.

Time is of the essence hereof.

This Note shall be governed by and be construed under the laws of the State of Minnesota, without regard to principles of conflicts of law.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has caused this Note to be effective as of the day and year first above written.

21400 LLC
a Minnesota limited liability company

By: _____
Its: President

ENTITY GUARANTY

November ___, 2024

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, and in consideration of and to induce financial accommodations of any kind, with or without security, given or to be given or continued at any time and from time to time by the CITY OF ROGERS (the "Lender") to or for the account of 21400 LLC (the "Borrower"), the undersigned absolutely and unconditionally guarantees to the Lender the full and prompt payment when due, whether at maturity or earlier by reason of acceleration or otherwise, of any and all indebtedness, obligations and liabilities of the Borrower (and any and all successors of the Borrower) to the Lender, now or hereafter existing, absolute or contingent, independent, joint, several or joint and several, secured or unsecured, due or to become due, contractual or tortious, liquidated or unliquidated, arising by assignment or otherwise, including without limitation all indebtedness, obligations and liabilities owed by the Borrower (and any and all successors of the Borrower) as a member of any partnership, syndicate, association or other group, and whether incurred by the Borrower (or any successor of the Borrower) as principal, surety, endorser, guarantor, accommodation party or otherwise (collectively, the "Indebtedness"); and the undersigned agrees to pay on demand all of the Lender's fees, costs, expenses and reasonable attorneys' fees in connection with the Indebtedness, any security therefor, and this guaranty, plus interest on such amounts at the highest rate then applicable to any of the Indebtedness.

The Lender may at any time and from time to time, without consent of or notice to the undersigned, without incurring responsibility to the undersigned, without releasing, impairing or affecting the liability of the undersigned hereunder, upon or without any terms or conditions, and in whole or in part: (1) sell, pledge, surrender, compromise, settle, release, renew, subordinate, extend, alter, substitute, exchange, change, modify or otherwise dispose of or deal with in any manner and in any order any Indebtedness, any evidence thereof, or any security or other guaranty therefor; (2) accept any security for, or other guarantors of, any Indebtedness; (3) fail, neglect or omit to obtain, realize upon or protect any Indebtedness or any security therefor, to exercise any lien upon or right to any money, credit or property toward the liquidation of the Indebtedness, or to exercise any other right against the Borrower, the undersigned, any other guarantor or any other person; and (4) apply any payments and credits to the Indebtedness in any manner and in any order. No act, omission or thing, except full payment and discharge of the Indebtedness, which but for this provision could act as a release or impairment of the liability of the undersigned hereunder, shall in any way release, impair or otherwise affect the liability of the undersigned hereunder, and the undersigned waives any and all defenses of the Borrower pertaining to the Indebtedness, any evidence thereof, and any security therefor, except the defense of discharge by payment. The failure of any person or persons to sign this or any other guaranty shall not release, impair or affect the liability of the undersigned hereunder. This guaranty is a primary obligation of the undersigned and the Lender shall not be required to first resort for payment of the Indebtedness to the Borrower or any other person, their properties or estates, or any security or other rights or remedies whatsoever. The undersigned shall be and

remain liable for any deficiency remaining after foreclosure of any mortgage or security interest securing the Indebtedness, whether or not the liability of the Borrower or any other person for such deficiency is discharged pursuant to statute, judicial decision or otherwise.

The liability of the undersigned under this guaranty is in addition to and shall be cumulative with all other liabilities of the undersigned to the Lender, as guarantor or otherwise, without any limitation as to amount, unless the writing evidencing or creating such other liability specifically provides to the contrary. If any payment applied by the Lender to the Indebtedness is thereafter set aside, recovered, rescinded or required to be returned for any reason (including without limitation the bankruptcy, insolvency or reorganization of the Borrower or any other person), the Indebtedness to which such payment was applied shall for the purposes of this guaranty be deemed to have continued in existence, notwithstanding such application, and this guaranty shall be enforceable as to such Indebtedness as fully as if such application had never been made.

The undersigned waives: (1) notice of acceptance of this guaranty and of the creation and existence of the Indebtedness; (2) presentment, demand for payment, notice of dishonor, notice of nonpayment, and protest of any instrument evidencing the Indebtedness; and (3) all other demands and notices to the undersigned or any other person and all other actions to establish the liability of the undersigned hereunder. The undersigned consents to the personal jurisdiction of the state and federal courts located in the State of Minnesota in connection with any controversy related to this guaranty, waives any argument that venue in such forums is not convenient, and agrees that any litigation initiated by the undersigned against the Lender in connection with this guaranty shall be venued in either the District Court of Hennepin County, Minnesota, or the United States District Court, District of Minnesota.

All property of the undersigned, now or hereafter in the possession, control or custody of or in transit to the Lender for any purpose, including without limitation the balance of every account of the undersigned with and each claim of the undersigned against the Lender, shall be subject to a lien and security interest in favor of the Lender, as security for all liabilities of the undersigned to the Lender, and shall be subject to be set off against any and all such liabilities, and the Lender may at any time and from time to time at its option and without notice appropriate and apply any such property toward the payment of any and all such liabilities. The undersigned agrees to promptly provide the Lender from time to time with financial statements of the undersigned, in form and substance acceptable to the Lender, at least once every 12 months and as otherwise requested by the Lender. The undersigned agrees to promptly provide the Lender from time to time with such other information respecting the condition (financial and otherwise), business and property of the undersigned as the Lender may request, in form and substance acceptable to the Lender.

The undersigned waives all claims, rights and remedies which the undersigned may now have or hereafter acquire against any person at any time now or hereafter liable to payment of any of the Indebtedness and as to any collateral security, including but not limited to all claims, rights and remedies of contribution, indemnification, exoneration, reimbursement, recourse and subrogation, whether or not such claim, right or remedy arises in equity, under contract, by statute, under common law or otherwise, whether or not the Indebtedness has been fully paid,

and all payments and recoveries under this guaranty shall be considered equity investments by the undersigned in the Borrower; provided, nothing contained in this guaranty shall deprive the undersigned of any claim, right or remedy, after the Indebtedness has been fully paid, against any person other than the Borrower. No delay or failure by the Lender in exercising any right, and no partial or single exercise thereof shall constitute a waiver thereof. No waiver of any rights hereunder, and no modification or amendment of this guaranty shall be effective unless the same is in writing duly executed by the Lender, and each such waiver, if any, shall apply only with respect to the specific instance involved and shall not impair or affect the rights of the Lender or the provisions of this guaranty in any other respect at any other time. This guaranty shall continue until written notice of revocation of this guaranty, executed by the undersigned, has been received by the Lender; provided, no revocation of this guaranty shall affect in any manner any liability of the undersigned under this guaranty with respect to Indebtedness arising before the Lender receives such written notice of revocation, and the sole effect of revocation of this guaranty shall be to exclude from this guaranty Indebtedness thereafter arising which is unconnected with Indebtedness theretofore arising or transactions theretofore entered into.

Any invalidity or unenforceability of any provision or application of this guaranty shall not affect other lawful provisions and applications hereof and to this end the provisions of this guaranty are declared to be severable. This guaranty shall bind the undersigned and the representatives, successors and assigns of the undersigned, and of each of them respectively, and shall benefit the Lender, its successors and assigns. This guaranty shall be governed by and construed in accordance with the laws of the State of Minnesota.

The undersigned is the sole member of Borrower. This Guaranty has been approved by resolution of the board of directors of the undersigned.

THE UNDERSIGNED REPRESENTS, CERTIFIES, WARRANTS AND AGREES THAT THE UNDERSIGNED HAS READ ALL OF THIS GUARANTY AND UNDERSTANDS ALL OF THE PROVISIONS OF THIS GUARANTY. THE UNDERSIGNED ALSO AGREES THAT COMPLIANCE BY THE LENDER WITH THE EXPRESS PROVISIONS OF THIS GUARANTY SHALL CONSTITUTE GOOD FAITH AND SHALL BE CONSIDERED REASONABLE FOR ALL PURPOSES.

CRAFT & CREW HOSPITALITY, INC.,
a Minnesota corporation

By: _____
Its: President

STAFF REPORT **Meeting Date**: October 22, 2024

ROGERS CITY COUNCIL **Agenda Item**: 7.1

Subject: Application by Asguard Acquisitions, LLC for a Variance and Site Plan Amendments Related to the Mixed Use Apartment at 21225 141st Avenue North (Asguard Addition Lot 2, Block 1)
Prepared By: Brett Angell, Community Development Director

Overview / Background / Analysis
In April 2022, the City of Rogers approved a three-phase redevelopment project by Asguard Acquisitions, LLC ("Applicant") related to the construction of a commercial restaurant as phase 1, a gas station/convenience store as phase 2, and a 71-unit mixed-use apartment building as phase 3. Said approvals for the development included the preliminary and final plats, site plans, and variances pertaining to front yard setbacks and lot coverage requirements. Since the time of initial approval, the final plat has been recorded and the construction of phase 1 has been completed with the newly constructed Broadway Pizza Bar and Restaurant now open to the public.

The Applicant is requesting an amendment to the plans for the mixed-use apartment building and a variance to City Code section 125-86 pertaining to the required number of enclosed parking spaces for the development. Per City Code requirements, a minimum of one space per dwelling unit is required to be enclosed.

Site Plan Amendment Request Overview
The Applicant has requested an amendment to the site plan which includes the reduction in the total amount of commercial space incorporated into the development, the inclusion of additional housing units, and some minor amendments related to stormwater ponding. Pertaining to the reduction in commercial space, the approved plans include a fitness center on the north side (front) of the building of approximately 20,000 square feet in total size. The Applicant has requested to alter the plans to no longer include the fitness center as a component of the development. The Applicant, or a related entity, had originally intended to own and operate the fitness center. Due to market conditions, they no longer wish to operate this business. The proposed building would still include approximately 6,670 square feet of commercial space divided into three spaces for a coffee user, a retail user, and an office user.

The proposed changes also include an alteration to what is above the retained commercial spaces to add additional dwelling units. The approved development plans included a total of 71 units. The proposed amendment would increase the total number of dwelling units to a total of 89 units (i.e. an increase of 18 units).

The proposed changes to the stormwater include the creation of a new bio-filtration

basin at the north end of the site. Per the approved plans, an underground retention system was planned under the parking lot on the north side of the property. The proposed plan to not have an underground system is based on the removal of the fitness component from the building, allowing for the additional space to include a basin on the north side of the parking lot.

Other components of the development would remain consistent with the original approved plans. Additionally, with the potential removal of the fitness component from the building, staff anticipated that there would be a lower traffic impact at this location. The Applicant is anticipating a change to the proposed phasing of the development for the mixed-use building to begin construction before the convenience store. The Applicant will have to amend the development agreement based upon that change and this proposed change, if approved.

Variance Overview
The applicant is proposing to include 208 total stalls as part of the development, which includes the 72 enclosed stalls on the basement level of the building. This number is consistent with what was included in the initial approved plans. The original approvals included a parking plan due to original deficiency from code requirements for this phase of the development. Based upon the proposed amendments, the building would meet code requirements for the total number of stalls. The requested variance pertains to the number of enclosed stalls. Per code requirements, one (1) enclosed stall must be provided for each dwelling unit. The total number of enclosed stalls proposed is 72. The Applicant is requesting a variance from the enclosed stall requirement due to having 17 spaces fewer than required.

<u>Criteria for Granting Variances</u>
The Planning Commission must make findings of fact that the proposed variance is pursuant, but not limited to, the following considerations:

1. Variances shall only be permitted when they are in harmony with the general purpose and intent of the city code and consistent with the Comprehensive Plan;
2. Variances may only be permitted when the application establishes that there are non-economic practical difficulties in complying with the zoning ordinance, meaning the property owner proposes to use the lot or parcel reasonably permitted by the zoning code;
3. The plight of the property owner must be due to circumstances that are unique to the lot or parcel and that are not created by the property owner;
4. The variance must not alter the essential character of the locality, including all zoning district and overlay district provisions.

The Rogers code also includes the following variance standards (beyond state statute):
5. Under the circumstances, the public interest underlying the proposed variance outweighs the public interest underlying the particular regulation for which the variance is granted; and
6. The grant of the variance will not be injurious to other properties and will not prevent the orderly subdivision of other property in the area, in accordance with these

regulations.

Each variance request is processed and evaluated on its own merits. The Planning Commission should consider if the request meets the variance criteria as listed above. The following should be considered in determining the request: Does the proposal put property to use reasonably? Are there unique circumstances to the property not created by the landowner? Will the variance, if granted, alter the essential character of the area? State Statute specifically notes that economic considerations alone cannot create practical difficulties.

Applicants Reasoning

The Applicant provided details related to their reasoning for the need for a variance in the attached narrative. The below points will summarize the reasoning related to the above-mentioned review criteria:

1. The request is consistent with City Code and the Comprehensive Plan because the proposed plan still meets the total required number of spaces related to the use of the property.
2. The request is reasonable as it will not create an undue or spillover effect on parking on any adjacent properties as code requirements for total spaces are met.
3. Due to the water table at this location, it is not possible to add another level of parking underground. Additionally, it would be challenging to place any accessory garage buildings due to the adjacent wetland and in a manner that does not impact access around the building.
4. The proposed variance would not alter the character of the proposed development nor the surrounding areas, since the adjacent uses are institutional or commercial.

Planning Commission Review

A public hearing and review of the proposed variance and site plan amendment request was considered at the October 7th Planning Commission meeting. No members of the public spoke at the public hearing about this item. The Planning Commission unanimously recommended approval of the proposed Resolution 2024-97 for a variance and site plan amendments related to the mixed use apartment at 21225 141st Avenue North (Asguard Addition), subject to the conditions defined in the resolution.

Staff Recommendation

Motion to approve Resolution 2024-97 for a variance and site plan amendments related to the mixed use apartment at 21225 141st Avenue North (Asguard Addition), subject to the conditions defined in the resolution.

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

Budgeted? N/A

Supporting Documentation

A. Resolution No. 2024-97
B. Location Map
C. Updated Architectural Renderings
D. Updated Plans and Maps
E. Applicant Variance Worksheet

RESOLUTION NO. 2024-97

APPROVING A VARIANCE AND AMENDMENTS TO THE SITE PLAN RELATED TO THE MIXED-USE APARTMENT AT 21225 141ST AVENUE NORTH (ASGUARD ADDITION)

WHEREAS, Asguard Acquisitions, LLC ("Applicant") have submitted applications to the City of Rogers ("City"), requesting approval of a Site Plan Amendment and a Variance for alterations to the development plans at 21225 141st Avenue North – Asguard apartments. Site plan amendments include the eliminate of approximately 20,000 square feet of commercial space and the addition of 18 dwelling units (for a total of 89 units). The proposed variance is related to enclosed parking stall counts; and

WHEREAS, the property is 5.31 acres and zoned Regional Employment Center (RC), located at 21225 141st Avenue N and legally described in Exhibit A ("Subject Property") (PID: 14-120-23-11-0006); and

WHEREAS, on April 26th, 2022, the Rogers City Council approved development plans for the Asguard mixed-use development and have entered into a Development Agreement for said development which the Applicant is seeking to amend; and

WHEREAS, the Asguard mixed-use development is part of a larger three phase development project which also included a restaurant and a gas station/convenience store; and

WHEREAS, section 125-27 – Site Plan governs the procedures around site plan review processes, and subsection (b) states: "the Planning Commission shall evaluate the effects of the proposed site plans. This review shall be based upon, but not be limited to, compliance with the City's Comprehensive Plan and provisions of this Ordinance"; and

WHEREAS, the proposed use at the Subject Property for a mixed-use apartment building is a permitted uses in the RC zoning district (§125-50 Table 4E); and

WHEREAS, pursuant to Minnesota Statute §462.357, the Planning Commission ("Commission") held a Public Hearing ("Hearing") on October 7, 2024 to consider and receive public comment on the variance request; and

WHEREAS, notice of the Hearing was posted, published in the City's official newspaper, mailed to any and all owners of affected properties, as required by State Statute; and,

WHEREAS, on October 7, 2024, the Commission reviewed the request and voted unanimously to recommend approval to the City Council of the Site Plan Review, with the following conditions:

a. All engineering comments shall be satisfied prior to construction.
b. Any necessary Elm Creek Watershed Permitting and Requirements shall be met prior to construction.

c. SAC Determination shall be submitted to the Metropolitan Council and all building and connection fees paid prior to issuance of the building permit.
d. The applicant must enter into amendments to the previously approved Development Agreement related to these changes prior to the issuance of a building permit.

WHEREAS, following the Hearing, the Commission recommended approval of the variance request for the number of enclosed parking stalls provided based on the following findings of fact:

1. Asguard Acquisitions, LLC is the owner of a parcel of land located at 21225 141st Avenue North, Rogers, MN 55374; and
2. The subject property is legally described as found in Exhibit A; and
3. The Applicant has applied to the City for a variance to City Code 125-86 related to the requirement for one (1) enclosed parking space per dwelling unit; and
4. The proposal would vary from the Code requirement via providing 72 enclosed stalls rather than the required 89 spaces; and
5. Following a public hearing on the application, the Rogers Planning Commission has recommended approval of the variance on October 7, 2024; and
6. The City Council of the City of Rogers reviewed the requested variance at its October 22nd, 2024 meeting; and
7. Variances are guided by applicable State Statute Section 462.357 Subd. 6 and City Ordinance Section 125-42(c); and
8. The Applicant is satisfying minimum parking standards, as required by City Code 125-86, within the Development Site pertaining to total number of stalls provided; and
9. The Applicant is not able to provide additional enclosed stalls below the building due to the water table at the property;
10. The Variance is in harmony with the general purpose and intent of City Code, and is consistent with the character of other uses in the zoning district.
11. There are non-economic practical difficulties in complying with the zoning ordinance, and the Variance is the result of circumstances caused by the City Code requirements related to the development.

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF ROGERS, MINNESOTA, the Site Plan Review and Variance requests from Asguard Acquisitions, LLC are hereby approved for the amendments to the approved site plan related to the reduction of commercial space provided and additional residential units included in the development, and a variance from City Code 125-86 Parking requirements related to the development included 72 of the required 89 enclosed parking spaces based on the conditions found in this resolution.

Moved by Councilmember , seconded by Councilmember

The following voted in favor of said resolution:

The following voted against the same:

The following abstained:

Whereupon said resolution was declared duly passed and adopted, and was signed by the Mayor, and attested by the City Clerk dated this 22nd day of October 2024.

_____
Rick Ihli, Mayor

ATTEST:

_____
Stacie Brown, City Clerk

EXHIBIT A

LEGAL DESCRIPTION

Subject Property

LOT 2, BLOCK 1, ASGUARD ADDITION, HENNEPIN COUNTY, MINNESOTA

Torrens Property

PID #14-120-23-11-0006

LOCATION MAP

LEGEND-EXTERIOR FINISHES			
MARK	MTL-BRAND	FINISH-COLOR	IMAGE
01	EIFS	SW 6073 PERFECT GREIGE	
02	EIFS	SW 7005 PURE WHITE	
03	EIFS	SW 7019 GAUNTLET GRAY	
04	TBD	WHITE BRICK	
05	TBD	GRAY LEDGE STONE	

2 RIGHT SIDE ELEVATION
1/16" = 1'-0"

1 FRONT ELEVATION
1/16" = 1'-0"

BASE4
Architects | Engineers | Designers
Base 4 2901 Clint Moore Rd, #114
BOCA RATON, FL 33496
888.901.8008 www.base-4.com

Seal:

Owner:

DARKENWALD CORPORATION
CASEY DARKENWALD
Casey@DarkenwaldCorp.com

PROJECT INFORMATION:

ASGUARD

ROGERS, MN

ISSUE NO.	DELTA	ISSUE DATE	DESCRIPTION

CURRENT ISSUE:

PROGRESS SET

CURRENT ISSUE DATE: 2024.07.30

DRAWN BY: HA

CHECKED BY: MK/SD

PROJECT #: B4-255-2401

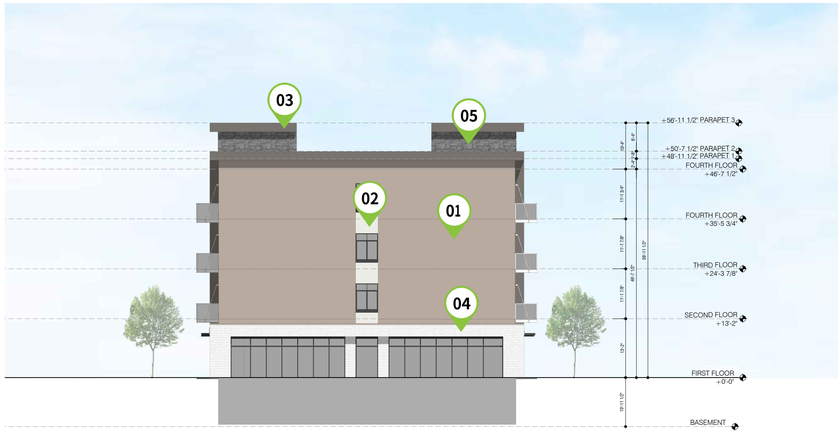
SHEET NAME:

ELEVATION

SHEET NUMBER:

A-4.1

LEGEND-EXTERIOR FINISHES			
MARK	MTL-BRAND	FINISH-COLOR	IMAGE
01	EIFS	SW 6073 PERFECT GREIGE	
02	EIFS	SW 7005 PURE WHITE	
03	EIFS	SW 7019 GAUNTLET GRAY	
04	TBD	WHITE BRICK	
05	TBD	GRAY LEDGE STONE	



2 LEFT SIDE ELEVATION
1/16" = 1'-0"

1 REAR SIDE ELEVATION
1/16" = 1'-0"

BASE4
Architects | Engineers | Designers
Base 4 2901 Clint Moore Rd, #114
BOCA RATON, FL 33496
888.901.8008 www.base-4.com

Seal:

Owner:

DARKENWALD CORPORATION
CASEY DARKENWALD
Casey@DarkenwaldCorp.com

PROJECT INFORMATION:

ASGUARD

ROGERS, MN

ISSUE NO.	DELTA	ISSUE DATE	DESCRIPTION

CURRENT ISSUE:

PROGRESS SET

CURRENT ISSUE DATE: 2024.07.30

DRAWN BY: HA

CHECKED BY: MK/SD

PROJECT #: B4-255-2401

SHEET NAME:

ELEVATION

SHEET NUMBER:

A-4.2

1 3D VIEW
N.T.S

BASE4
Architects | Engineers | Designers
Base 4 2901 Clint Moore Rd, #114
BOCA RATON, FL 33496
888.901.8008 www.base-4.com

Seal:

Owner:

DARKENWALD CORPORATION
CASEY DARKENWALD
Casey@DarkenwaldCorp.com

PROJECT INFORMATION:

ASGUARD

ROGERS, MN

ISSUE NO.	DELTA	ISSUE DATE	DESCRIPTION

CURRENT ISSUE:

PROGRESS SET

CURRENT ISSUE DATE: 2024.07.30

DRAWN BY: HA

CHECKED BY: MK/SD

PROJECT #: B4-255-2401

SHEET NAME:

ELEVATION

SHEET NUMBER:

A-4.3

1 3D VIEW
N.T.S

BASE4
Architects | Engineers | Designers

Base 4 2901 Clint Moore Rd, #114
BOCA RATON, FL 33496
888.901.8008 www.base-4.com

Seal:

Owner:

DARKENWALD
CORPORATION

CASEY DARKENWALD
Casey@DarkenwaldCorp.com

PROJECT INFORMATION:

ASGUARD

ROGERS, MN

ISSUE NO.	DELTA	ISSUE DATE	DESCRIPTION

CURRENT ISSUE:

PROGRESS SET

CURRENT ISSUE DATE:
2024.07.30

DRAWN BY:
HA

CHECKED BY:
MK/SD

PROJECT #:
B4-255-2401

SHEET NAME:

ELEVATION

SHEET NUMBER:

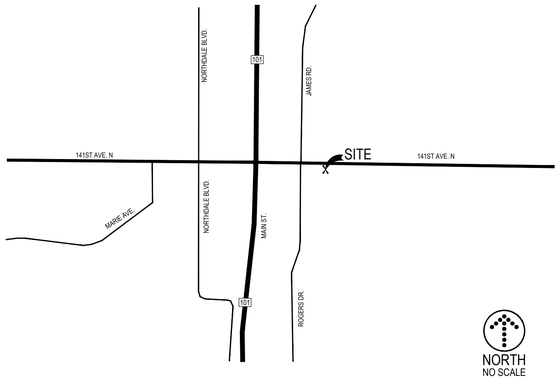
A-4.4

ASGUARD PHASE 2

ROGERS, MINNESOTA

AREA LOCATION MAP

ROGERS, MN



DEVELOPER

ASGUARD ACQUISITIONS, LLC.
7535 River Road Northeast
Otsego, MN 55330
TEL 612-598-3920

MUNICIPALITY

ROGERS MN

PROJECT

ASGUARD PHASE 2
ROGERS, MN

ISSUE / REVISION HISTORY

CONTACT ENGINEER FOR ANY PRIOR HISTORY

DATE	ISSUE / REVISION	REVIEW
AUG 28 2024	CLIENT REVIEW SET	SES

ABBREVIATIONS

D	Angle	LB.	Pound
&	And	LGU	Local Government Unit
@	At	LB.	Pound
100 YR.	100 Year Flood Elevation	LB.	Longitudinal
A.B.	Anchor Bolt	LT.	Light / Lighting
A.D.	Area Drain	MAINT.	Maintenance
A/C	Air Conditioning Unit	MAS.	Masonry
ADD.	Addendum	MATL.	Material
ADDL.	Additional	MAX.	Maximum
ADJ.	Adjacent / Adjust	MECH	Mechanical
AHU	Air Handling Unit	MED.	Medium
ALT.	Alternate	MFR.	Manufacturer
ALUM.	Aluminum	MH	Manhole
ANOD.	Anodized	MIN.	Minimum / Minute
APPROX.	Approximate	MISC.	Miscellaneous
ARCH	Architect / Architectural	MNDOT	Minnesota Department Of Transportation
AUTO.	Automatic	MOD.	Module / Modular
AVG.	Average	MUL.	Mullion
B.C.	Back of Curb	N.	North
B/W	Bottom of Wall	N.I.C.	Not In Contract
BFE	Basement Floor Elevation	NO. OR #	Number
BIT	Bituminous (Asphaltic)	NOM	Nominal
BLDG	Building	NTS	Not to Scale
BM	Benchmark	NWE	Normal Water Elevation
BSMT.	Basement	NWL	Normal Water Level
C.F.	Cubic Feet	O.F.	On Center
C.F.S.	Cubic Feet Per Second	O.G.	Outside Dimension
C.G.	Corner Guard	O.H.	Overhead Electric
C.J.	Control Joint	OH.	Overhead
C.L.	Centerline	OHWL	Ordinary High Water Level
C.M.U.	Concrete Masonry Unit	OPNG.	Opening
C.O.	Cleanout	ORIG.	Original
C.O.E.	U.S. Army Corps Of Engineers	P.C.	Point of Curvature
C.Y.	Cubic Yards	P.I.	Point of Intersection
CB	Catch Basin	PIV	Post Indicator Valve
CBMH	Catch Basin Manhole	P.L. OR P/L	Property Line
CEM.	Cement	P.O.B.	Point of Beginning
CIP	Cast Iron Pipe	P.S.F.	Pounds Per Square Foot
CMP	Corrugated Metal Pipe	P.S.I.	Pounds Per Square Inch
CONC.	Concrete (Portland)	P.T.	Point of Tangency
CONN.	Connection	P.V.C.	Point of Vertical Curvature
CONST.	Construction	P.V.I.	Point of Vertical Intersection
CONT.	Continuous	P.V.T.	Point of Vertical Tangency
CONTR.	Contractor	PE	Polyethylene
COP.	Copper	PED.	Pedestal / Pedestrian
CU.	Cubic	PERF.	Perforated
D.S.	Down Spout	PREP.	Preparation
DEG.	Degree	PROJ.	Project
DEMO.	Demolition / Demolish	PROP.	Proposed
DEPT.	Department	PVC	Poly-Vinyl-Chloride (Piping)
DET.	Detail	PVMT.	Pavement
DIA.	Diameter	QTR.	Quarter
DIAG.	Diagonal	QTY.	Quantity
DIM.	Dimension	R	Radius
DIP	Ductile Iron Pipe	RAD.	Radius
DN	Down	RE	Rim Elevation (Casting)
DWG.	Drawing	R.D.	Roof Drain
E.	East	R.E.	Remove Existing
E.J.	Expansion Joint	R.O.	Rough Opening
E.O.	Emergency Overflow	R.P.	Radius Point
E.O.S.	Emergency Overflow Swale	RC	Reinforced Concrete Pipe
E.W.	Each Way	R.S.	Rough Slab
EA.	Each EL. Elevation	RSD	Roof Storm Drain
ELEC.	Electrical	RE.	Regarding
ELEV.	Elevation	REINF.	Reinforced
EMER.	Emergency	REQ'D	Required
ENGR.	Engineer	REV.	Revision / Revised
ENTR.	Entrance	RGU	Regulatory Government Unit
EQ.	Equal	ROW OR R/W	Right of Way
EQUIP.	Equipment	S.	South
EQUIV.	Equivalent	S.F.	Square Feet
EXIST.	Existing	SAN.	Sanitary Sewer
EXP.	Expansion	SECT.	Section
F & I	Furnish and Install	SE	Split Entry /Side Exit
F.B.O.	Furnished by Others	SEWO	Split Entry Walk Out /Side Exit Walk Out
F.C.	Face of Curb	SHT.	Sheet
F.D.	Floor Drain	SIM.	Similar
F.D.C.	Fire Department Connection	SLNT.	Sealant
F.V.	Field Verify	SPEC.	Specification
FB	Full Basement	SQ.	Square
FBWO	Full Basement Walk Out	SSD	Subsurface drain
FBLO	Full Basement Look Out	STMH	Storm Sewer Manhole
FDN.	Foundation	STD.	Standard
FES	Flared End Section	STRUCT.	Structural
FFE	Finished Floor Elevation	SYM.	Symmetrical
FLR.	Floor	T	Thickness
FT. OR (')	Foot	T/R	Top of Rim
FUT.	Future	T/W	Top of Wall
G.B.	Grade Break	TEMP.	Temporary
G.C.	General Contractor	THK.	Thick / Thickness
GAL.	Gallon	T.J.	Tooled Joint
GALV.	Galvanized	TNH	Top Nut Hydrant
GFE	Garage Floor Elevation	TYP.	Typical
GL.	Glass	U.N.O.	Unless Noted Otherwise
GR.	Grade	V.B.	Vapor Barrier
H.	Height	V.C.	Vertical Curve
H.P.	High Point	V.I.F.	Verify In Field
HDPEP	High Density Polyethylene Pipe	VER.	Verify
HGT.	Height	VER.	Vertical
HORIZ.	Horizontal	VEST.	Vestibule
HVAC	Heating, Ventilation, Air Conditioning	W	Width
HYD	Hydrant	W.PT.	Working Point
I.D.	Inside Dimension OR Identification	W.W.F.	Welded Wire Fabric
I.E. or IE	Invert Elevation	W/	With
IN. OR (")	Inches	W/O	Without
INFO.	Information	WO	Walk Out
INL.	Inlet Elevation	VER.	Wetland
INSUL.	Insulation	WP	Waterproof
INV.	Invert Elevation	WETL.	Weight
JT.	Joint	YD.	Yard
L.F.	Linear Feet	YR.	Year
L.P.	Low Point / Liquid Petroleum		

SYMBOLS

EXISTING	DESCRIPTION	NEW	DESCRIPTION
120	MAJOR CONTOUR	120	MAJOR CONTOUR
123	MINOR CONTOUR	123	MINOR CONTOUR
× 234.5	SPOT ELEVATION	× 123.45	SPOT ELEVATION
	BUILDING		BUILDING
	CANOPY / OVERHANG		CANOPY/OVERHANG
	CONCRETE		UNDERGROUND STRUCTURE
	BITUMINOUS		CONCRETE
	LANDSCAPING		CONCRETE CURB
	GRAVEL	BIT. EDGE	EDGE OF PAVEMENT
	PAVING BLOCK	HEIGHT, TYPE	FENCING
	PAVING BLOCK		GUARD RAIL
			CONCRETE RETAINING WALL
12"STS >>	STORM SEWER LINE		MODULAR RETAINING WALL
8"SAN >	SANITARY SEWER LINE		FIELDSTONE RETAINING WALL
6"WTR	WATER MAIN		EXIT LOCATION
OE	OVERHEAD ELECTRIC		LIGHT STANDARD
UT	UNDERGROUND TELEPHONE	Ø	POWER POLE
FO	UNDERGROUND FIBER OPTIC	1.00 %	SLOPE DIRECTION
UE	UNDERGROUND ELECTRIC		CATCH BASIN
G	GAS LINE		MANHOLE
	CONCRETE CURB		BOLLARD
X HEIGHT, TYPE X	FENCING	STS >> FES RIPRAP	STORM SEWER
	RETAINING WALL	SAN >	SANITARY SEWER-WASTE
	SET 1/2" X 14" IRON PIPE	FM >	FORCE MAIN
	IRON MONUMENT FOUND	RD >>	ROOF DRAIN SYSTEM
	SURVEY DISK (BENCHMARK)	GATE VALVE WTR HYD	WATERMAIN
	POWERPOLE	FIRE	FIRE LINE (IF SEPARATE)
	GUY WIRE	BLDG.	FIRE DEPT. CONNECTION
	GUARD POST	C.O. X"SSD	SOIL SUBDRAIN
GM	GAS METER	GAS	GAS LINE-UNDERGROUND
	TRANSFORMER	ELEC	ELECTRIC-UNDERGROUND
	WATER SHUT-OFF VALVE	TELE	TELEPHONE-UNDERGROUND
	TRAFFIC SIGN	CATV	UNDERGROUND CABLE/TV
	FLAG POLE	LSS	LAWN SPRINKLER SLEEVE
LT	LIGHT POLE		
	TREES		
	TREE LINE		
	MANHOLE		
	CATCH BASIN		
	FIRE HYDRANT		
	WATER VALVE		
	FLARED END SECTION		
MB	MAILBOX		
1	NOTE NUMBER		
(M)	MEASURED DISTANCE		
(P)	DISTANCE PER RECORDED PLAT		
B-X	SOIL BORING		
W	WELL		

EROSION CONTROL SYMBOLS

SYMBOL	DESCRIPTION
	SILT FENCE
	COMPOST/BIO LOG
	INLET PROTECTION
	EROSION CONTROL BLANKET

DRAWING SYMBOLS

SYMBOL	DESCRIPTION
3	NOTE REFERENCE
12	PARKING STALL COUNT
C7.3 / 1	LARGE SHEET DETAIL
C21	COORDINATE POINT
1	REVISION - ADDENDUM, BULLETIN, ETC.
	REVISED AREA (THIS ISSUE)

LEGAL DESCRIPTION

EXISTING:

Lot 4, Block 1, Rogers Community Center, Hennepin County, Minnesota. (Torrens)

And

The North 165 feet of the East 264 feet of the West Half of the Northeast Quarter of Section 14, Township 120, Range 23, in the County of Hennepin and State of Minnesota, except that part thereof shown as Parcel 205B of Minnesota Department of Transportation Right of Way Plat Numbered 27- 59. (Torrens)

And

The East 264 feet of the South 313.5 feet of the North 478.5 feet of the Northwest Quarter of the Northeast Quarter of Section 14, Township 120, Range 23 West. (Torrens) And The North 1035.28 feet of the West Half of the Northeast Quarter of Section 14, Township 120, Range 23, Hennepin County, Minnesota, except the North 478.50 feet of the East 264.00 feet of said West Half of the Northeast Quarter and also except the North 1035.28 feet of the West 782.00 feet of said West Half of the Northeast Quarter, and except that part thereof shown as Parcel 205F on Minnesota Department of Transportation Right of Way Plat Numbered 27-59 as the same is on file. (Torrens)

PROPOSED:

Lot 2, Block 1, Asguard Addition, Hennepin County, Minnesota

BENCHMARK

PROJECT BENCHMARK:
MNDOT GSID #106384

NAME: ARBYS

LOCATION: IN ROGERS, 0.3 MILE NORTH ALONG TRUNK HIGHWAY 101 FROM THE JUNCTION OF TRUNK HIGHWAY 101 AND INTERSTATE HIGHWAY 94 IN ROGERS, AT TRUNK HIGHWAY 101 MILEPOINT 39.90, 60.3 FEET WEST OF SOUTHBOUND TRUNK HIGHWAY 101, 63.1 FEET SOUTH OF EASTBOUND SOUTH DIAMOND LAKE ROAD, 29.8 FEET NORTHWEST OF LIGHT POLE, 1.5 FEET EAST OF A WITNESS POST.

ELEVATION: 945.316 (NAVD88)

SITE BENCHMARK:
TOP NUT HYDRANT

LOCATION: APPROXIMATELY 20 FEET WEST OF THE FAR NORTHEAST EXISTING DRIVE ENTRANCE TO BROADWAY PIZZA OFF OF 141ST AVENUE.

ELEVATION: 906.850

CIVIL / LANDSCAPE SHEET INDEX & REVISION MATRIX

SHEETS ISSUED BY DATE		08.28.24										
SHEET NO.	DESCRIPTION											
C0.1	CIVIL & LANDSCAPE TITLE SHEET	X										
C0.2	PRELIMINARY PLAT											
C1.1	EXISTING CONDITIONS	X										
C1.2	DEMOLITION PLAN	X										
C2.1	SITE PLAN	X										
C3.1	OVERALL GRADING, DRAINAGE, PAVING & EROSION CONTROL PLAN - OVERALL	X										
C3.2	GRADING, DRAINAGE, PAVING & EROSION CONTROL PLAN	X										
C3.3	GRADING, DRAINAGE, PAVING & EROSION CONTROL PLAN - ENLARGED	X										
C3.4	SWPPP NOTES	X										
C4.1	STORM SEWER PLAN	X										
C4.2	SANITARY & WATER PLAN	X										
C7.1	CIVIL CONSTRUCTION DETAILS	X										
C7.2	CIVIL CONSTRUCTION DETAILS	X										
C7.3	CIVIL CONSTRUCTION DETAILS	X										
C7.4	CIVIL CONSTRUCTION DETAILS	X										
L1.1	TREE PRESERVATION PLAN	X										
L2.1	LANDSCAPE PLAN - OVERALL	X										
L2.2	ENLARGED PLAN - MIXED USE	X										
L2.3	ENLARGED PLAN - 141ST AVE NORTH	X										
L4.1	PHOTOMETRICS	X										
L7.1	LANDSCAPE DETAILS	X										

OWNER

ASGUARD ACQUISITIONS, LLC.
7535 RIVER ROAD NORTHEAST
OTSEGO, MN 55330
TEL 612-598-3920
CONTACT: CASEY DARKENWALD

PROJECT CONTACTS

CIVIL ENGINEER
LANDFORM
105 SOUTH FIFTH AVENUE, SUITE 513
MINNEAPOLIS, MN 55401
TEL 612-252-9070
CONTACT: STEVEN SABRASKI

SURVEYOR
LANDFORM
105 SOUTH FIFTH AVENUE, SUITE 513
MINNEAPOLIS, MN 55401
TEL 612-252-9070
CONTACT: LARRY HUHN

LANDSCAPE ARCHITECT
LANDFORM
105 SOUTH FIFTH AVENUE, SUITE 513
MINNEAPOLIS, MN 55401
TEL 612-252-9070
CONTACT: JOSH POPEHN

ARCHITECT
PLANFORCE
4931 WEST 35TH STREET
ST. LOUIS PARK, MN 55416
TEL 952-541-9969

CERTIFICATIONS

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA. THIS CERTIFICATION IS ONLY FOR SHEET NUMBERS BEGINNING WITH "C".

STEVEN SABRASKI, P.E.

LICENSE NUMBER: 47165 DATE:

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA. THIS CERTIFICATION IS ONLY FOR SHEET NUMBERS BEGINNING WITH "L".

JOSH POPEHN, RLA

LICENSE NUMBER: 44803 DATE:

CERTIFICATION

IF THE SIGNATURE, SEAL OR FOUR LINES DIRECTLY ABOVE ARE NOT VISIBLE, THIS SHEET HAS BEEN REPRODUCED BEYOND INTENDED READABILITY AND IS NO LONGER A VALID DOCUMENT. PLEASE CONTACT THE ENGINEER TO REQUEST ADDITIONAL DOCUMENTS.

CLIENT REVIEW SET
08.28.2024

LANDFORM
From Site to Finish

105 South Fifth Avenue
Suite 513
Minneapolis, MN 55401
Tel: 612-252-9070
Fax: 612-252-9077
Web: landform.net

FILE NAME C001ASG001-001.DWG

PROJECT NO. ASG20001-001

CIVIL & LANDSCAPE TITLE SHEET
C0.1

811 Know what's Below. Call before you dig.

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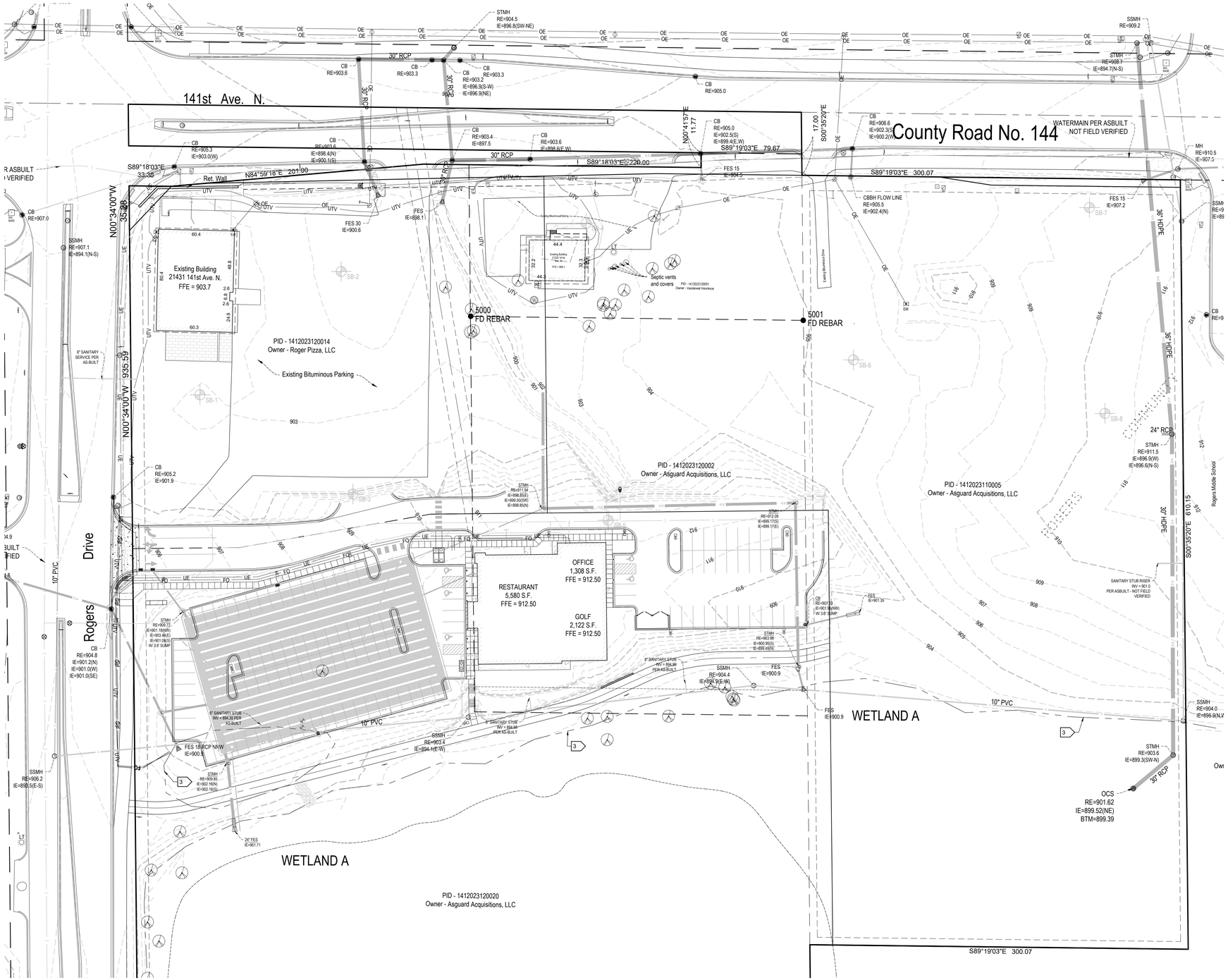

EXISTING CONDITIONS

1. Background information shown is from survey by Landform, Minneapolis, MN, on August 19, 2020, expressly for this project; City of Rogers, MN record drawings; and utility service providers. Landform offers no warranty, expressed or written, for information provided by others. Existing project conditions shall be verified prior to beginning construction. Errors, inconsistencies, or omissions discovered shall be reported to the Engineer IMMEDIATELY.
2. Geotechnical boring locations are approximate and are based on information provided in the Geotechnical Report prepared by Independent Testing Techmologies, INC., Waite Park, MN, on July, 26, 2019.
3. Wetland delineation prepared by Bopray Environmental dated October 16, 2019, and accepted October 31, 2019

DEVELOPER

ASGUARD ACQUISITIONS, LLC.
7535 River Road Northeast
Otsego, MN 55330
TEL 612-598-3920

MUNICIPALITY

ROGERS MN

PROJECT

ASGUARD PHASE 2
ROGERS, MN

ISSUE / REVISION HISTORY

CONTACT ENGINEER FOR ANY PRIOR HISTORY

DATE	ISSUE / REVISION	REVIEW
AUG 28 2024	CLIENT REVIEW SET	SES

CERTIFICATION

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

Larry Huhn

Larry Huhn

License No. 24332 Date: 03/29/2022

Signature shown is a digital reproduction of original. Wet signed copy of this plan on file at Landform Professional Services, LLC office and is available upon request.

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105 South Fifth Avenue
Suite 513
Minneapolis, MN 55401

Tel: 612-252-9070
Fax: 612-252-9077
Web: landform.net

FILE NAME	C101ASG001-001.DWG
PROJECT NO.	ASG20001-001

EXISTING CONDITIONS

C1.1

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NORTH

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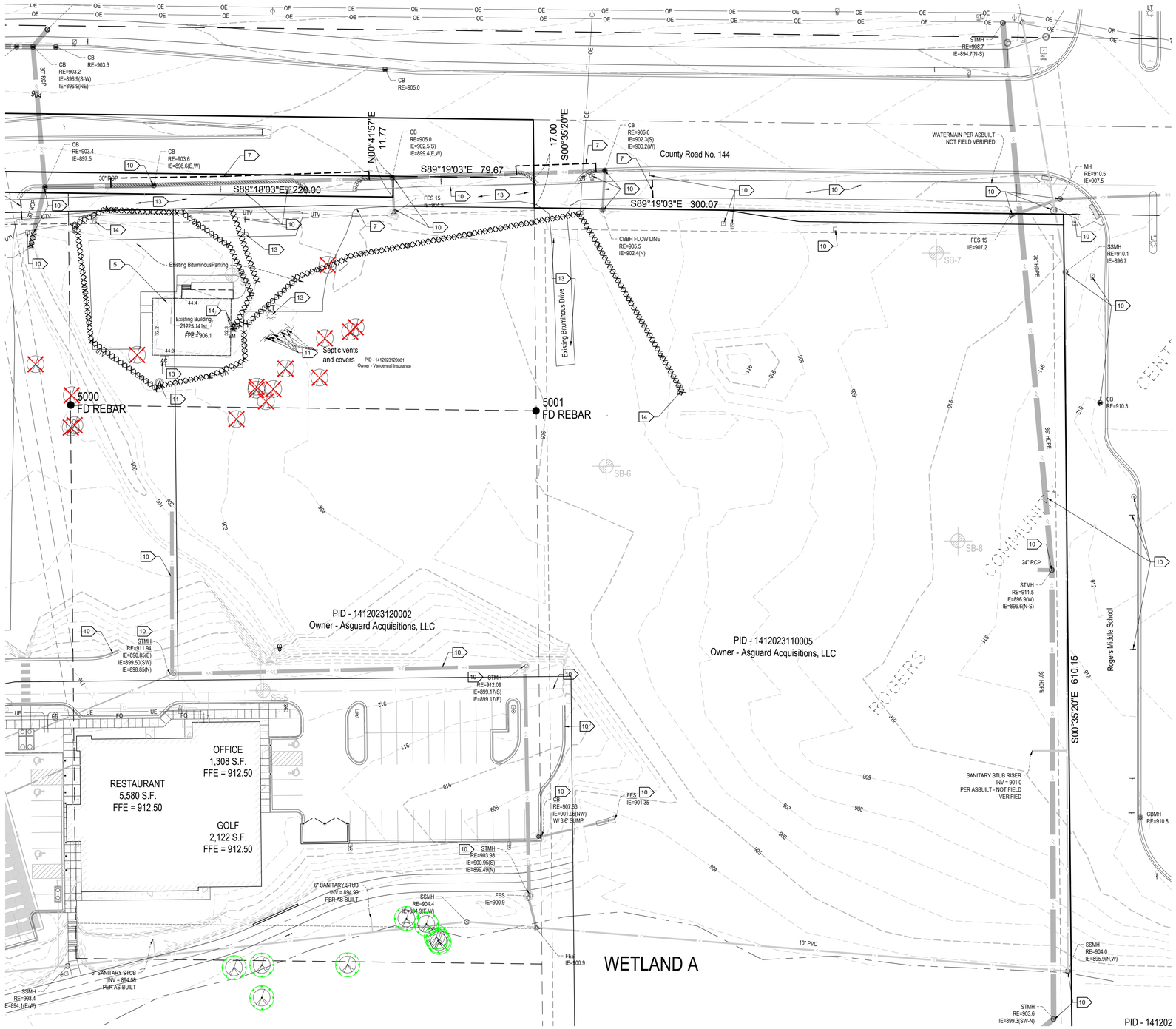

GENERAL NOTES

1. For construction staking and surveying services contact Landform at 612.252.9070.

DEMOLITION AND CLEARING NOTES

2. Obtain permits for demolition, clearing, and disposal prior to beginning.
3. Contact utility service providers for field location of services 72 hours prior to beginning demolition and clearing.
4. See Sheet C3.1 for erosion prevention and sediment control measures that must be in place prior to disturbances to site.
5. Building demolition: verify with owner that building has been cleared of regulated materials requiring special handling or disposal. Remove structure, columns, canopies, footings, foundations, and any associated construction in its entirety. Refer to Architectural and Structural for removal limits.
6. Dimensions shown for removal are approximate. Coordinate with new construction to ensure appropriate removal of existing facilities.
7. Pavement sawcut. Remove concrete walks and curbing to the nearest existing joint beyond construction limits.
8. Complete demolition with minimal disruption of traffic. Coordinate lane closures with the regulatory authority and provide advance notification to affected emergency response providers.
9. Provide barricades, lights, signs, traffic control, and other measures necessary for protection and safety of the public and maintain throughout construction.
10. Protect structures, utilities, trees, plant material, sod, and adjacent property from damage during construction unless noted for removal. Damage shall be repaired to equal or better condition at no additional cost.
11. Abandon wells and remove on site sewage facilities prior to any other demolition in accordance with requirements of regulatory authorities.
12. Remove trees noted, including root structures, from the site. Coordinate with owner to mark trees to be saved or transplanted prior to clearing.
13. Remove existing site features including, but not limited to, underground utilities, paving, curbing, walkways, fencing, retaining walls, screen walls, aprons, lighting, related foundations, signage, bollards, landscaping, and stairways within the construction limits unless noted otherwise.
14. Coordinate removal, relocation, termination, and re-use of existing private utility services and appurtenances with the utility companies. Restore electric handholes, pullboxes, powerpoles, guylines, and structures disturbed by construction in accordance with utility owner requirements.
15. Existing piping and conduits may be abandoned in-place if filled with sand and if not in location of proposed building or in conflict with proposed utilities or structures. Terminate existing services at the supply side in conformance with provider's standards.
16. Haul demolition debris off-site to a facility approved by regulatory authorities for the handling of demolition debris, unless noted otherwise.

LEGEND

- :Tree Removal
- :Tree Protection
- :Tree To Be Protected and Transplanted See Landscape Plan (L2.1) for Relocation
- :Structure and / or Pavement Removal
- B-X :Soil Boring
- :Curb Removal
- XXXXXXXXXXXXXXXXXXXX :Utility Line Removal
- :Construction Limits

DEVELOPER

ASGUARD ACQUISITIONS, LLC.
7535 River Road Northeast
Otsego, MN 55330
TEL 612-598-3920

MUNICIPALITY

ROGERS MN

PROJECT

ASGUARD PHASE 2
ROGERS, MN

ISSUE / REVISION HISTORY

CONTACT ENGINEER FOR ANY PRIOR HISTORY

DATE	ISSUE / REVISION	REVIEW
AUG 28 2024	CLIENT REVIEW SET	SES

CERTIFICATION

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

Steven E. Sabraski
License No. 47165

Signature shown is a digital reproduction of original. Wet signed copy of this plan on file at Landform Professional Services, LLC office and is available upon request.

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CLIENT REVIEW SET
08.28.2024

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FILE NAME	C102ASG001-001.DWG
PROJECT NO.	ASG20001-001

DEMOLITION PLAN
C1.2

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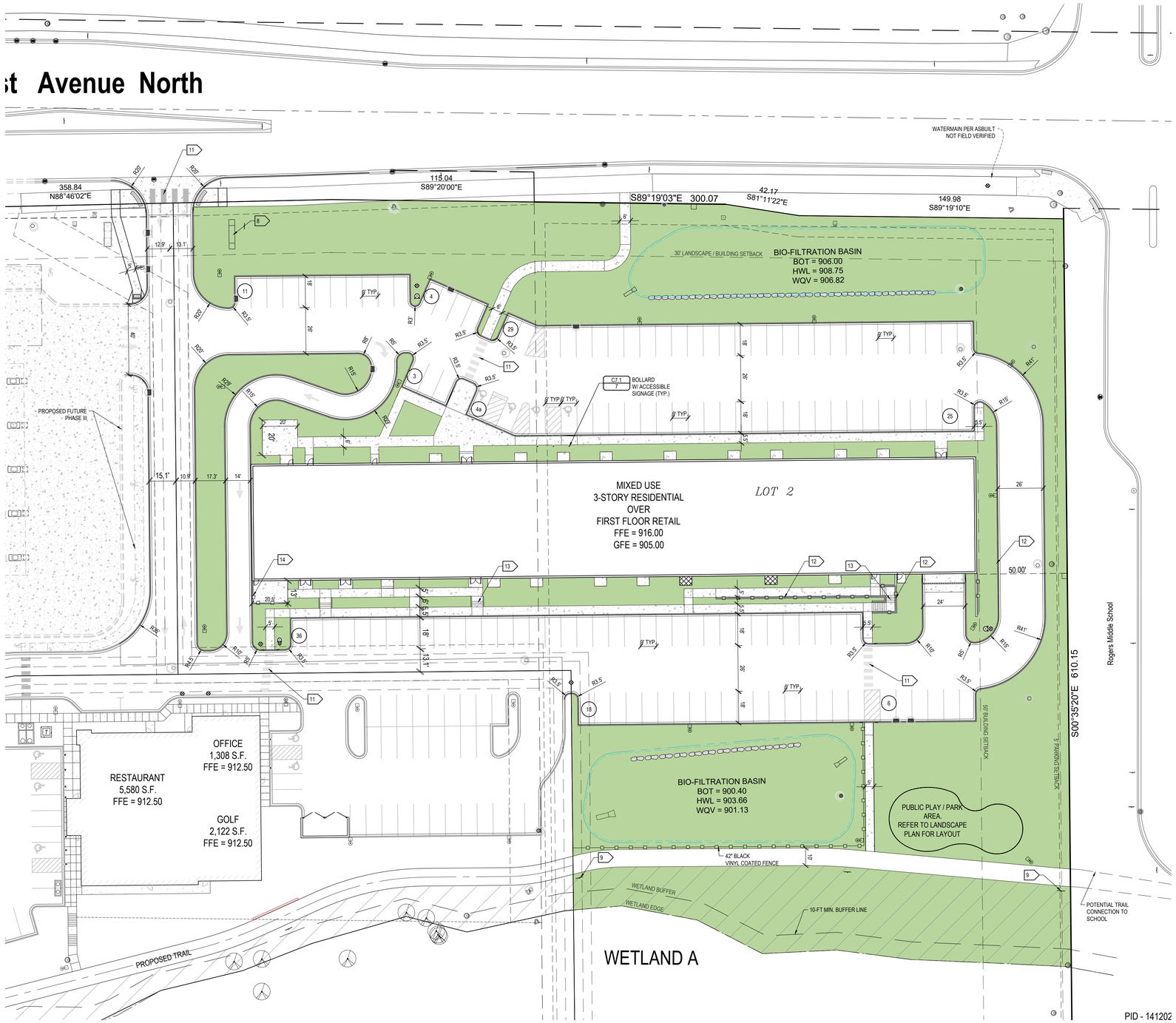

GENERAL NOTES

1. For construction staking and surveying services contact Landform at 612.252.9070.

SITE PLAN NOTES

2. Obtain all necessary permits for construction within, or use of, public right-of-way.
3. The digital file, which can be obtained from the Engineer, shall be used for staking. Discrepancies between the drawings and the digital file shall be reported to the Engineer. The building footprint, as shown on these drawings, and the digital file, shall be compared to the structural drawings prior to staking.
4. Building layout angles are parallel with or perpendicular to the property line at the location indicated.
5. Dimensions shown are to face of curb and exterior face of building unless noted otherwise.
6. Delineate parking stalls with a 4-inch wide white painted stripe. Delineate access aisles with 4-inch wide white painted stripes 18 inches on center and at 45 degree angle to direction of travel.
7. Trash / Recycling areas: See Architectural drawings.
8. Monument Sign
9. Furnish and install wetland buffer monument signage in accordance with Elm Creek Watershed Management Commission. Signs shall include warnings that restrict mowing, disturbing, or development with buffer. Signs to be placed at each parcel line with a maximum spacing of 200 feet between signs.
10. Furnish and install 42" (min.) high black aluminum ornamental fence.
11. 2' X 5' painted white crosswalk bars per MnDOT specifications.
12. Retaining wall with hand rail and/or safety fence. Refer to Architectural plans.
13. Concrete stairs with hand rail. Refer to Architectural plans.
14. Hand rail. Refer to Architectural Plans.

LAND USE AND ZONING SUMMARY

2040 Comprehensive Plan: Mixed Use Regional
Zoning: Regional Employment Center

Building Setback Information is as follows:
Maximum Front Yard = 30 ft.
Rear = 20 ft.
Rear (multi-family residential) = 25 ft.
Maximum Side (street) = 30 ft.
Side (interior) = 20 ft.
Side (interior-multi-family residential) = 15 ft.

Parking Setback Information is as follows:
Maximum Front Yard = 30 ft.
Rear = 10 ft.
Maximum Side (street) = 30 ft.
Side (interior) = 5 ft.

Unit Density Requirements: 8.0 - 60.0 units per net acre
Proposed Unit Density:
Lot1: n/a
Lot 2: 71 Units / 4.05 net acres = 17.5 units per acre
Lot 3: n/a

Proposed Variances:

1. Variance Requested for Building & Parking Maximum Front Yard Setback = 30 ft.
   - Lot 1 Building Setback = 41.84'
   - Lot 2 Building Setback = 103.12'
   - Lot 3 Building Setback = 265.37'
   - Lot 2 Parking Setback = 22.74'
2. Variance Requested for Maximum Impervious Coverage
   Maximum Impervious Required = 65%
   Proposed Impervious = 70%

AREA SUMMARY

Total Existing:					
Pervious	170,023	s.f.	3.90	ac.	73.8%
Impervious	6,469	s.f.	0.15	ac.	2.8%
Wetland	53,973	s.f.	1.24	ac.	23.4%
Total	230,465	s.f.	5.29	ac.	100.0%
Total Proposed:					
Pervious	80,053	s.f.	1.84	ac.	34.7%
Impervious	96,439	s.f.	2.21	ac.	41.9%
Wetland	53,973	s.f.	1.24	ac.	23.4%
Total	230,465	s.f	5.29	ac.	100.0%

PARKING SUMMARY

Required Parking: Mixed Use: Residential, Retail, & Fitness

Apartment – two spaces per dwelling unit.
71 Units
71 units x 2 spaces = 142 Stalls

Retail / Office – 5 spaces per 1,000 sq. ft. of gross floor area
4,421 S.F.
4,421 S.F. / 1,000 S.F. x 5 spaces = 22 stalls

Restaurant (Dining) – One space per 40 sq. ft. of dining room area
1,000 S.F.
1,000 S.F. / 40 spaces = 25 stalls

Restaurant (Kitchen) – One space per 80 sq. ft. of kitchen and food prep area
1,500 S.F.
1,500 S.F. / 80 spaces = 19 stalls

Fitness Center – One space per 200 sq. ft. of gross floor area
20,525 S.F.
20,525 S.F. / 200 S.F. = 103 Stalls

Total Parking Stalls Required		311	ea.
Provided Parking: Mixed Use: Residential, Retail, & Fitness			
Standard Stalls	(9x18)	132	ea.
Underground Garage Standard Stalls	(9x18)	71	ea.
Accessible Stalls	(9x18)	4	ea.
Total Parking Stalls Provided		207	ea.

LEGEND

- Green Space (Landscape Area)
- Wetland Buffer Area (22,740 +/- SF)
- Raised Balcony

DEVELOPER

ASGUARD ACQUISITIONS, LLC.
7535 River Road Northeast
Otsego, MN 55330
TEL 612-598-3920

MUNICIPALITY

ROGERS MN

PROJECT

ASGUARD PHASE 2
ROGERS, MN

ISSUE / REVISION HISTORY

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AUG 28 2024	CLIENT REVIEW SET	SES

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From Site to Finish

105 South Fifth Avenue
Suite 513
Minneapolis, MN 55401

Tel: 612-252-9070
Fax: 612-252-9077
Web: landform.net

FILE NAME	C201ASG001-001.DWG
PROJECT NO.	ASG20001-001

SITE PLAN
C2.1

811 Know what's Below. Call before you dig.

NORTH
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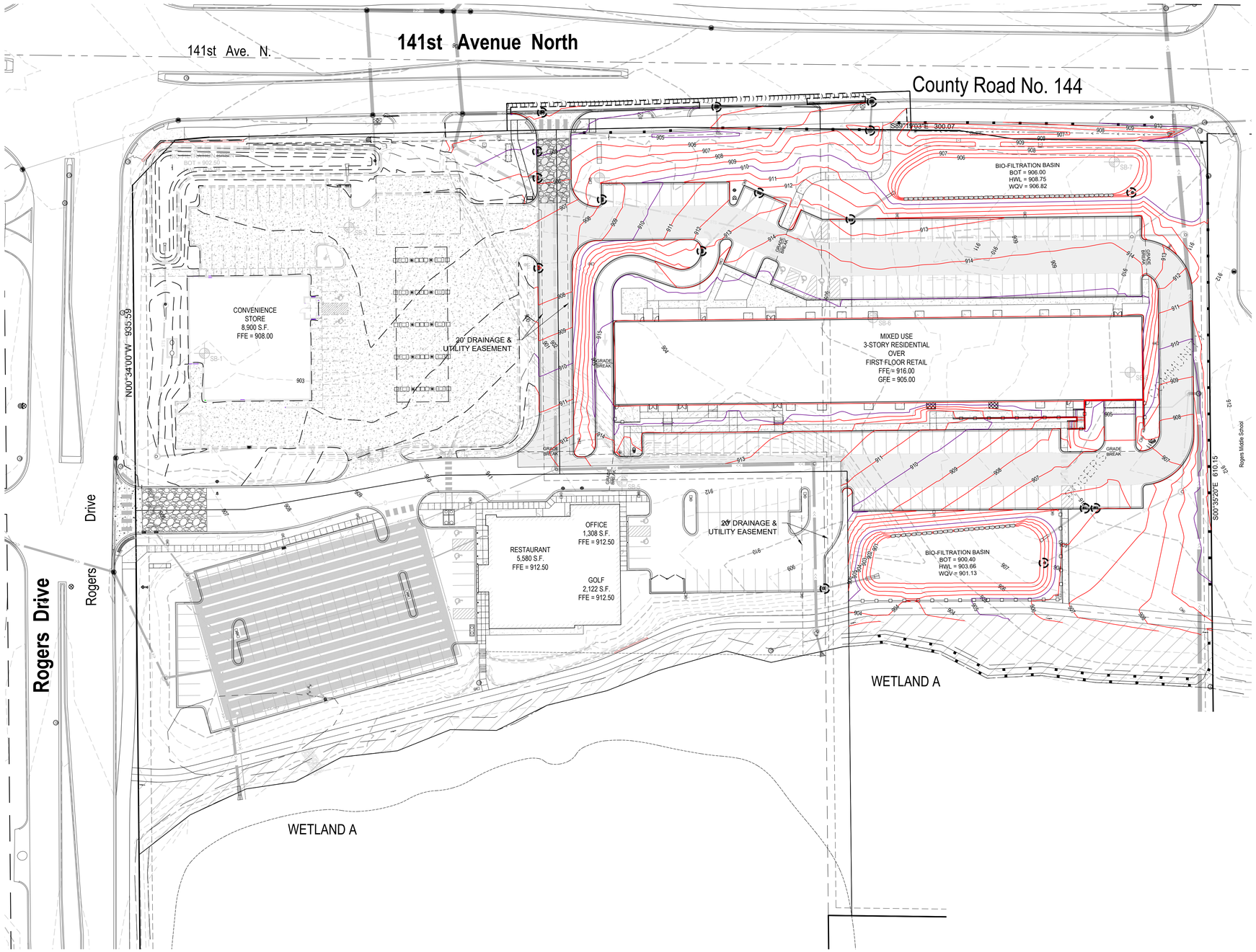

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Fax: 612-252-9077
Web: landform.net

FILE NAME C301ASG001-001.DWG

PROJECT NO. ASG20001-001

OVERALL GRADING, DRAINAGE, PAVING AND EROSION CONTROL - OVERALL

C3.1

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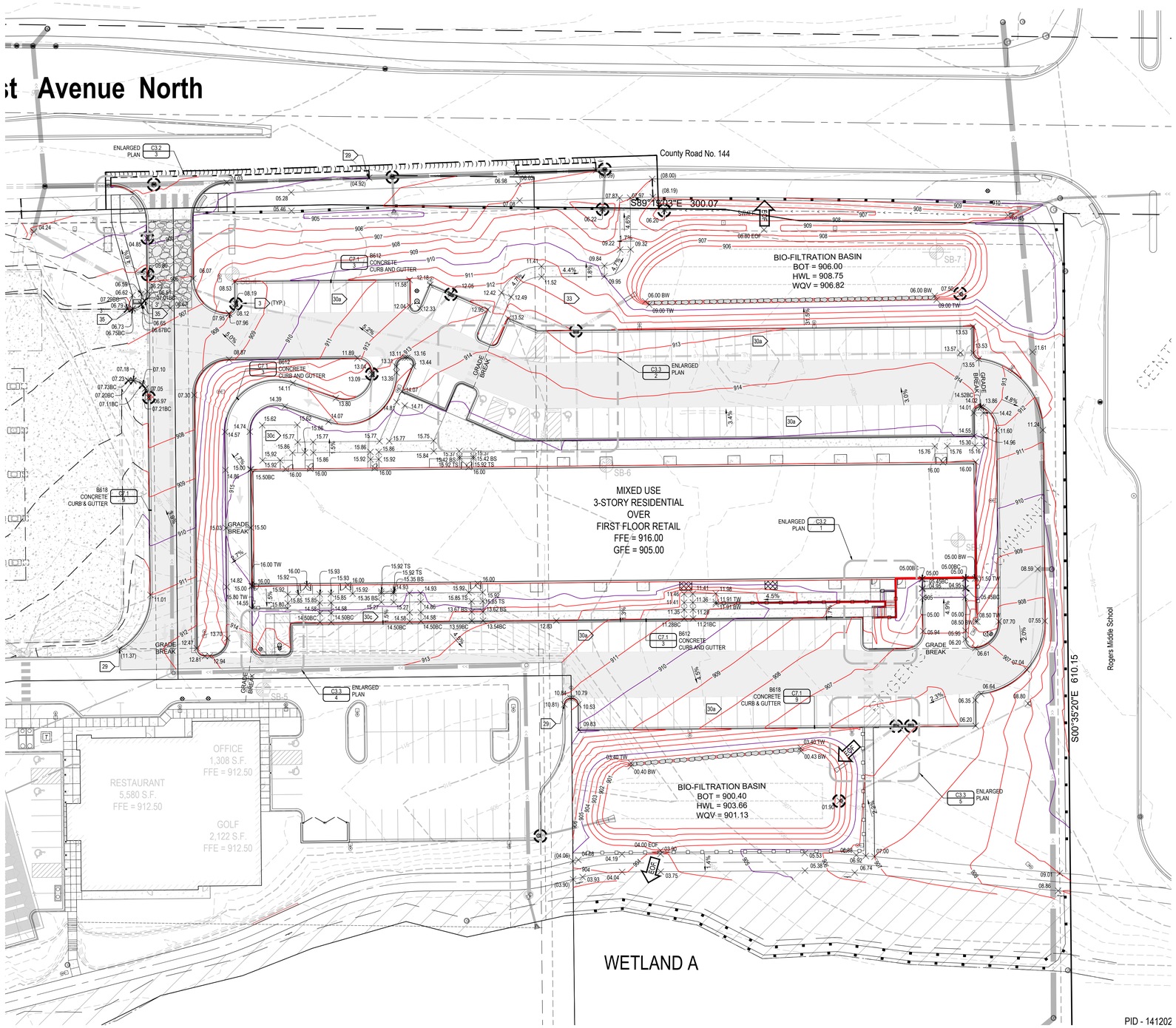

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T/W XXX.XX B/W XXX.XX	:Top of Wall :Bottom of Wall	
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MUNICIPALITY

ROGERS MN

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FILE NAME C302ASG001-001.DWG

PROJECT NO. ASG20001-001

GRADING, DRAINAGE, PAVING AND EROSION CONTROL

C3.2

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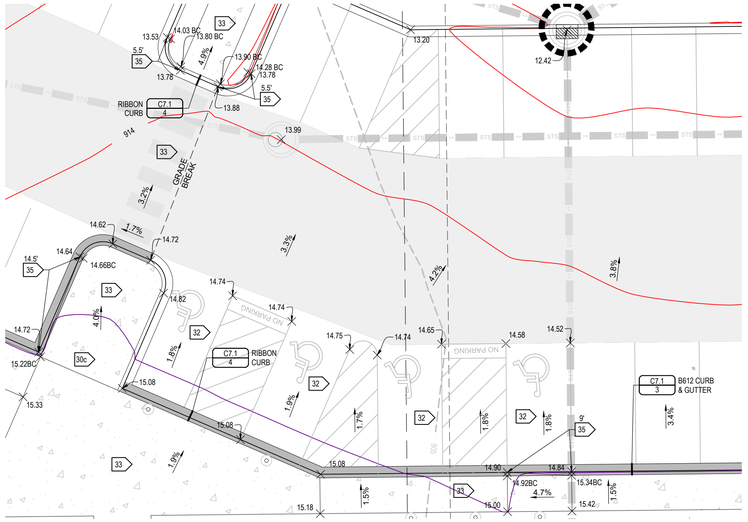
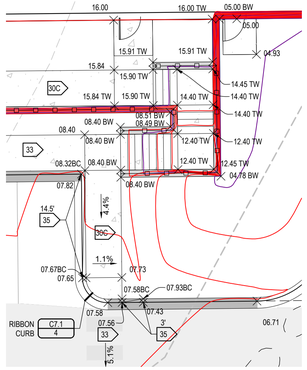


2 **ENLARGED PLANS**

10 SCALE



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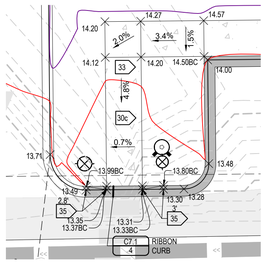

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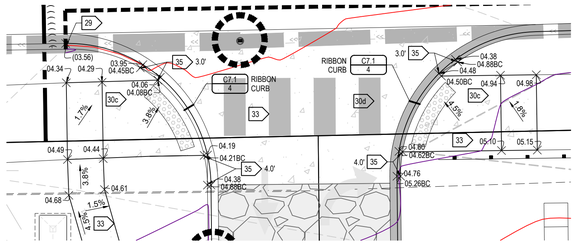

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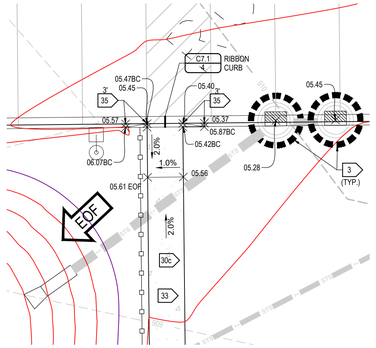

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0 10 20

DEVELOPER

ASGUARD ACQUISITIONS, LLC.
7535 River Road Northeast
Otsego, MN 55330
TEL 612-598-3920

MUNICIPALITY

ROGERS MN

PROJECT

ASGUARD PHASE 2
ROGERS, MN

ISSUE / REVISION HISTORY

CONTACT ENGINEER FOR ANY PRIOR HISTORY

DATE	ISSUE / REVISION	REVIEW
AUG 28 2024	CLIENT REVIEW SET	SES

CERTIFICATION

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

Steven E. Sabraski

License No. 47165

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CLIENT REVIEW SET
08.28.2024

LANDFORM
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105 South Fifth Avenue
Suite 513
Minneapolis, MN 55401

Tel: 612-252-9070
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Web: landform.net

FILE NAME C302ASG001-001.DWG

PROJECT NO. ASG20001-001

GRADING, DRAINAGE, PAVING AND EROSION CONTROL- ENLARGED

C3.3

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NPDES PERMIT AND SWPPP COMPONENTS

1. *The current Minnesota Construction Stormwater General Permit (Permit) dated August 1, 2018 is referenced in this document as the Permit.*

   The SWPPP includes the following components:
   - Construction Documents prepared by Landform
   - Stormwater Management Plan prepared by Landform
   - Maintenance Plan for permanent stormwater BMPs
   - Geotechnical Report prepared by Independent Testing Technologies, Inc., Dated 07-26-19
   - Chemical Treatment Plan

   All components must be kept onsite by the Operator. The Operator shall contact Civil Engineer if they do not have all of the above documents.

SITE INFORMATION

Site location: Latitude: 45.209996, Longitude: -93.5485

Disturbed area = 4.06 ac.
Pre-construction impervious area within disturbed area = 0.24 ac.
Post-construction impervious area within disturbed area = 2.35 ac.
Net change in impervious area within disturbed area = 2.11 ac.

Type of stormwater management:
- Filtration
- Bio-filtration

Erosion prevention and sediment control quantities are on sheets C3.1 - C3.3.

SITE EVALUATION / ASSESSMENT / PLANNING

1. The Operator shall have primary responsibility and significant authority for the development, implementation, maintenance, inspection and amendments to the approved SWPPP. Duties include but are not limited to:
   - Ensuring full compliance with the SWPPP and the Permit
   - Implementing all elements of the SWPPP, including but not limited to:
     - Implementing prompt and effective erosion and sediment control measures
     - Implementing all non-storm water management, and good housekeeping BMPs ensuring that no materials other than Storm water are discharged in quantities, which will have an adverse effect on receiving waters or storm drain systems, etc.
   - Conducting routine inspections and maintenance
   - Ensuring elimination of all unauthorized discharges
   - Coordinating to ensure all of the necessary corrections / repairs are made immediately, and that the project complies with the SWPPP, the Permit, and approved plans at all times.

STORMWATER POLLUTION PREVENTION MANAGEMENT MEASURES

1. *Operator must develop pollution prevention management measures, implement good housekeeping BMPs, must follow all applicable federal, state, and local building codes, Occupational Safety and Health Act (OSHA), and the general conditions and general requirements of the construction contract.*
2. The Operator shall minimize the exposure to stormwater of any of the products, material, or wastes stored on site that may wash downstream or contaminate stormwater.
3. Building products that have the potential to leach pollutants must be under cover.
4. Chemicals and landscape materials shall be under cover to prevent the discharge of pollutants.
5. Operator to track progress of the following items on site maps: portable toilets, material storage areas, vehicle and equipment fueling and maintenance areas, concrete washouts, paint and stucco washouts, dumpsters or other trash and debris containers, spill kits, stockpiles, any other non-structural non-storm water management BMPs, any temporarily removed structural BMPs, any changes to the structural BMPs.
6. Solid waste: collected sediment, asphalt and concrete millings, floating debris, paper, plastic, fabric, construction and demolition debris and other wastes must be disposed of properly and must comply with MPCA disposal requirements.
7. Hazardous waste: oil, gasoline, paint and any hazardous substances must be properly stored in sealed containers to prevent spills, leaks or other discharge. Restricted access to storage areas must be provided to prevent vandalism. Storage and disposal of hazardous waste or materials must be in compliance with Minn. R. Ch. 7045 including secondary containment as applicable.
8. Portable toilets must be positioned so that they are secure and will not be tipped or knocked over.
9. Concrete and other washout waste: operator must provide effective containment for all liquid and solid wastes generated by washout operations. The liquid and solid wastes must not contact the ground, and the containment must be designed so that it does not result in runoff from the washout operations or areas. Liquid and solid wastes must be disposed of properly and in compliance with MPCA rules. A sign must be installed adjacent to each washout facility that requires site personnel to utilize the proper facilities for disposal of concrete and other washout wastes.
10. External vehicle washing: external washing of trucks and other construction vehicles must be limited to a defined area of the site. Runoff must be contained and waste properly disposed of. No engine degreasing is allowed on site.
11. Operator shall take reasonable steps to prevent the discharge of spilled or leaked chemicals, including fuel, from any area where they will be loaded or unloaded as detailed in the Permit.

SWPPP CONTACT AND TRAINING INFORMATION

1. Owner:
   Company Name: Asguard Acquisitions, LLC
   attn: Casey Darkenwald
   7535 River Road NE
   Otsego, MN 55330
   612-598-3920
2. Operator:
   To Be Determined. Contact Owner until Contractor Is Selected.
3. Long Term Maintenance And Operation:
   To Be Determined. Contact Owner until Contractor Is Selected.
4. SWPPP Designer:
   Steve Sabraski, P.E.
   Landform Professional Services
   105 South Fifth Avenue, Suite 513
   Minneapolis, Mn 55401
   612-252-9070
   ssabraski@landform.net
   Certification: U Of MN, Design Of Construction SWPPP, Exp. May 31, 2025
5. SWPPP Inspector / Manager:
   To Be Determined. Contact Owner until Contractor And SWPPP Inspector / Manager is selected.
   Certification: , Exp.
6. BMP Installation And Repair:
   To Be Determined. Contact Owner until BMP Installer And Maintainer is selected.
   Certification: , Exp.

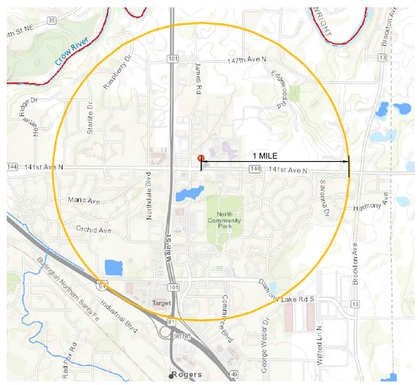
DESCRIPTION OF CONSTRUCTION ACTIVITY

1. Construction activity includes erosion and sediment control BMPs installation, clearing and grubbing, site grading, utility installation, building construction, paving, and landscaping.

SCHEDULE OF BMP INSTALLATION AND CONSTRUCTION ACTIVITY

1. Install perimeter sediment control BMPs prior to start of other site work. Refer to Grading, Drainage, Paving and Erosion Control sheet(s) for initial locations of BMPs.
2. Protect bio-filtration areas with construction fencing. Install fencing prior to site grading or within 24-hours of excavating an infiltration basin.
3. Construct temporary / permanent sedimentation basins prior to upland disturbance. Install perimeter sediment control BMPs around normal water levels within 48-hours of completion of basin grading.
4. Stabilize outlets from temporary / permanent sedimentation basins within 24-hours of outlet construction.
5. Perform work in phases to minimize disturbed area at any one time. Operator to develop phasing plan prior to start of work.
6. Strip topsoil from areas to be disturbed and stockpile with perimeter sediment control BMPs. Provide stabilization if stockpile is left longer than 14 days.
7. Rough grade site.
8. Install utilities.
9. Install small utilities (gas, electric, communications).
10. Final grade pavement areas and compact subgrade.
11. Lay down pavement aggregate and compact.
12. Install curb and gutter. Backfill after a minimum of three days and provide a minimum of two rolls of sod at the back of curb.
13. Construct building and site features.
14. Construct site walks and patios.
15. Provide final stabilization.
16. Connect filtration practices to storm sewer inlets.
17. Remove temporary BMPs and dispose of properly.

WATERS WITHIN ONE MILE OF SITE



MN SPECIAL (PROHIBITED, RESTRICTED, OTHER) & IMPAIRED WATERS

1. The site does not discharge to a special or impaired water within 1 mile of the site.

EROSION PREVENTION AND SEDIMENT CONTROL

1. See Grading, Drainage, Paving and Erosion Control sheets for the location and type of temporary erosion prevention and sediment control BMPs. See Grading and Drainage, Utility, and Landscape sheets for the location and type of permanent erosion prevention and sediment control BMPs.
2. Minimize Disturbed Areas and Protect Natural Features and Soil

   Appropriate construction practices (e.g. construction phasing, vegetative buffer strips, horizontal slope grading) shall be used to minimize erosion.

   Areas not to be disturbed (buffers, infiltration basins, etc.) shall be protected with construction or silt fence before work begins.

   Operator shall develop methods to minimize soil compaction outside of building pads, pavement areas and utility trenches and shall use tracked equipment wherever practicable.

   Topsoil shall be salvaged and reused to the extent practicable.
3. Phase Construction Activity

   Operator must not disturb more land than can be effectively inspected and maintained.

   Sediment control practices shall be established on all down gradient perimeters before any upgradient land disturbing activities begin. These practices shall remain in place until final stabilization has been established in accordance with the Permit.

   The timing of the installation of sediment control practices may be adjusted to accommodate short-term activities such as clearing or grubbing, or passage of vehicles. Any short-term activity must be completed as quickly as possible and the sediment control practices shall be installed immediately after the activity is completed. However, sediment control practices shall be installed before the next precipitation event even if the activity is not complete.
4. Control Stormwater Flowing onto and Through the Project

   The normal wetted perimeter of any temporary or permanent drainage ditch or swale that drains water from any portion of the construction site, or diverts water around the site, shall be stabilized within 200 lineal feet from the property edge, or from the point of discharge into any surface water.

   Stabilization of the last 200 lineal feet shall be completed within 24 hours after connecting to a surface water.

   Stabilization of the remaining portions of any temporary or permanent ditches or swales shall be complete within 14 days after connecting to a surface water and construction in that portion of the ditch has temporarily or permanently ceased.

   Temporary or permanent ditches or swales that are being used as a sediment containment system (with properly designed rock ditch checks, bio rolls, silt dikes etc.) do not need to be stabilized. These areas shall be stabilized within 24 hours after no longer being used as a sediment containment system.
5. Stabilize Soils

   All exposed soil areas, including stockpiles, must be stabilized.

   Stabilization must be started immediately to limit soil erosion when the construction activity in that portion of the site has temporarily or permanently ceased and will not resume for 14 calendar days. Stabilization must be complete within 14 days of cessation of construction activity.

   Temporary soil stockpiles shall have silt fence or other effective sediment controls, and cannot be placed in surface waters, including storm water conveyances such as curb and gutter systems, or conduits and ditches unless there is a bypass in place for the storm water.

   Temporary stockpiles without significant silt, clay or organic components (e.g. clean aggregate stockpiles, demolition concrete stockpiles, sand stockpiles) and the constructed base components of roads, parking lots and similar surfaces, are exempt from this requirement.
6. Protect Slopes

   Operator shall avoid work on slopes with a grade of 3:1 or greater when practicable. Grading on slopes with a grade of 3:1 or steeper will require techniques such as phasing and stabilization practices designed for steep slopes(e.g. slope draining and terracing).
7. Protect Storm Drain Inlets

   All storm drain inlets shall be protected by appropriate BMPs during construction until all sources with potential for discharging to the inlet have been stabilized. Inlet protection may be temporarily removed if a specific safety concern has been identified.
8. Provide Energy Dissipation at all Pipe Outlets within 24 Hours

   After connection to a surface water or permanent stormwater treatment system.
9. Establish Perimeter Controls and Sediment Barriers

   Prior to disturbing soils on a project site, establish sediment control BMPs on all down-gradient perimeters and where site discharges to public waters.
10. Retain Sediment On-site and Control Dewatering Practices

    Discharge shall not cause nuisance conditions, erosion in receiving channels, adversely affect receiving water or impact wetlands, or downstream properties. Discharge points shall be adequately protected from erosion and scour by accepted energy dissipation measures.

    Discharge water containing oil or grease shall be treated to remove oil or grease prior to discharge to surface waters.

    Refer to Permit requirements for temporary or permanent sediment basins.
11. Establish Stabilized Construction Exits

    Vehicle tracking pads shall be established as shown on the Grading, Drainage, Paving and Erosion Control sheet(s) to minimize tracking of sediment from the construction site onto adjacent streets.
12. Infiltration Basin Protection

    Operator must not excavate infiltration systems to final grade or within three (3) feet of final grade until the contributing drainage area has been constructed and fully stabilized unless rigorous erosion prevention and sediment controls have been installed.

    When excavating an infiltration system to within three (3) feet of final grade, operator shall mark off and protect the area from heavy construction equipment to prevent compaction of soils.
13. Dewatering and Basin Draining

    Permittees must discharge turbid or sediment-laden waters related to dewatering or basin draining to a temporary or permanent sediment basin. Discharges must not cause erosion or scour near the discharge points.
14. Remove Sediment from Surface Waters

    All sediment deposits and deltas must be removed from surface waters, including drainage ways, catch basins, and other drainage systems, and the removal areas restabilized within seven (7) days.

SURFACE WATER BUFFERS

1. 50 foot buffers from Surface Waters have not been maintained. - OR ADD REASONING AS TO WHY THIS WAS IMPOSSIBLE AND PROVIDE DOUBLE SEDIMENT PROTECTION AT EDGE OF GRADING.

TEMPORARY SEDIMENTATION BASIN(S)

1. This project does -OR- does not have more than ten -OR- five (10 -OR- 5) disturbed acres draining to a common location and the site drains to an impaired or special water, therefore a temporary sediment basin is -OR- is not required. Refer to sheet(s) C3.X for further information.
2. Temporary sediment basins shall provide treatment to runoff before it leaves the construction site or enters surface waters. The contractor shall comply with the following requirements:
   A. Sedimentation basins must provide live storage of runoff resulting from the 2-year 24-hour rainfall event from each acre drained to the basin, with a minimum of 1,800 c.f./acre live storage volume. (Where no calculation has been performed, each basin shall provide at least 3,600 c.f./acre live storage.) Sedimentation basins must include a stabilized emergency overflow to prevent basin integrity failure.
   B. Discharge from temporary sedimentation basins will be withdrawn from the surface in order to minimize the discharge of pollutants.
3. Discharge from basin draining shall not adversely affect the receiving water or downstream properties. Contractor will visually check to ensure adequate treatment has been obtained and that nuisance conditions
4. will not result from the discharge.
5. Any discharge observed to be occurring during the inspection shall be recorded, described, and photographed.

   If any proposed temporary BMPs are not working as intended refer to the "Stormwater Compliance Assistance Toolkit for Small Construction Operators", MPCA, 2017 for additional information. Operator shall contact the SWPPP Designer for additional requirements and information.

POST CONSTRUCTION / PERMANENT BMPS

1. See Grading and Drainage, Utility, and Landscape sheets for post construction and permanent stormwater BMPs.

INSPECTIONS AND MAINTENANCE

1. Permittees must ensure that a trained person will inspect the entire construction site at least once every seven -OR- three (7 -OR- 3) days during active construction and within 24 hours after a rainfall event greater than 0.5-inches in 24 hours. (NOTE THAT THREE DAYS ARE REQUIRED FOR DRAINAGE TO PROHIBITED WATERS)
2. Inspections shall include stabilized areas, erosion prevention and sediment control BMPs, and infiltration
3. areas.
4. Surface waters on or adjacent to the site must be inspected for evidence of erosion or sediment deposition.
5. Permittees must record all inspection and maintenance activities within 24 hours of being conducted as detailed in the Permit.

   Inspection Records content shall include:
   A. Date and time of inspections;
   B. Name of persons conduction inspections;
   C. Findings of inspections, including specific locations where corrective actions are needed;
   D. Corrective actions taken including dates, times, and the party taking the corrective action;
   E. Dates of all rainfall events greater than 1/2 inch in 24 hours (refer to Permit for measurement requirements);
   F. Any discovered discharge must be recorded, including photographs, descriptions of discharge (color, odor, settled or suspended solids, oil sheen, or other obvious indicators of pollution), and specific
6. location of discharge location;
   G. Any amendments to the Permit as a result of inspections must be documented within seven calendar days as described in the Permit.

   BMP Maintenance:
   A. Nonfunctional BMPs must be repaired or replaced by the end of the next business day after discovery unless a different time frame is indicated.
   B. Follow the designer's or manufacturer's recommended maintenance procedures for all BMPs.
   C. Remove sediment from BMPs when the depth of sediment has reached 1/2 the height of the BMP and properly dispose of sediment into controlled areas to prevent soil from returning to the BMP during subsequent rain events.
   D. Remove sediment from paved roadways within one calendar day of discovery.
   E. Remove sediment from around BMPs protecting storm drain inlets.
7. F. Surface waters with evidence of sediment deposition must be stabilized and sediment removed within seven calendar days of discovery, or as stated by the Permit.
   G. Ensure that construction support activities, including borrow areas, waste areas, contractor work areas,
   H. Replace damaged BMPs that no longer operate effectively.

   "And BMPs be operated during construction to minimize erosion and prevent sediment from leaving the site." the site. The SWPPP can be kept in either the field office or in an on site vehicle during normal working
1. hours.
2. All Owners(s) must keep the SWPPP, along with the following additional records, on file for three (3) years after submittal of the Notice of Termination (NOT). This does not include any records after submittal of the
3. NOT.

   The following is a list of records that shall be kept at the project site available for inspectors to review:
   - Copy of the SWPPP, with any modifications;
   - Inspection and maintenance records;
   - Permanent operation and maintenance agreements;
   - Calculations for the design of temporary and permanent stormwater management systems;
   - Any other permits required for the project;
   - Records of all inspection and maintenance conducted during construction; and
   - All permanent operation and maintenance agreements that have been implemented, including all right-of-way, contracts, covenants and other binding requirements regarding perpetual maintenance

RECORD KEEPING / RECORD RETENTION

LOG OF CHANGES TO THE SWPPP / AMENDMENTS

1. *The Owner / Operator(s) must amend the SWPPP as necessary to include additional requirements, such as additional or modified BMPs, designed to correct problems identified or address situations as detailed in the Permit.*

FINAL STABILIZATION

1. *The Owner / Operator(s) must ensure final stabilization of the site. Final stabilization includes:*
   A. Ensuring all areas have permanent cover.
   B. Vegetative areas must have perennial cover with a density of 70% of expected final growth.

TERMINATION OF COVERAGE

1. *Owner / Operator(s) wishing to terminate coverage under the Permit must submit a Notice of Termination (NOT) to the MPCA. Compliance with the Permit is required until a NOT is submitted. Refer to the Permit for details. Conditions for submitting a NOT include:*
   A. Site must have achieved final stabilization (refer to section above).
   B. The permanent stormwater treatment and conveyance systems must be clean and all accumulated sediment removed.
   C. All temporary synthetic erosion prevention and sediment control BMPs must be removed from the site and disposed of properly.
   D. Single Family Residential only - Permit termination on individual lots occurs once building construction is complete, temporary erosion prevention and downgradient perimeter control is complete, the residence sells to the homeowner, and the permittee distributes the MPCA's "Homeowner Fact Sheet" to the homeowner.
   E. Agricultural Land only - Return the disturbed land to its preconstruction agricultural use.

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FILE NAME C304ASG001-001.DWG

PROJECT NO. ASG20001-001

SWPPP NOTES

C3.4

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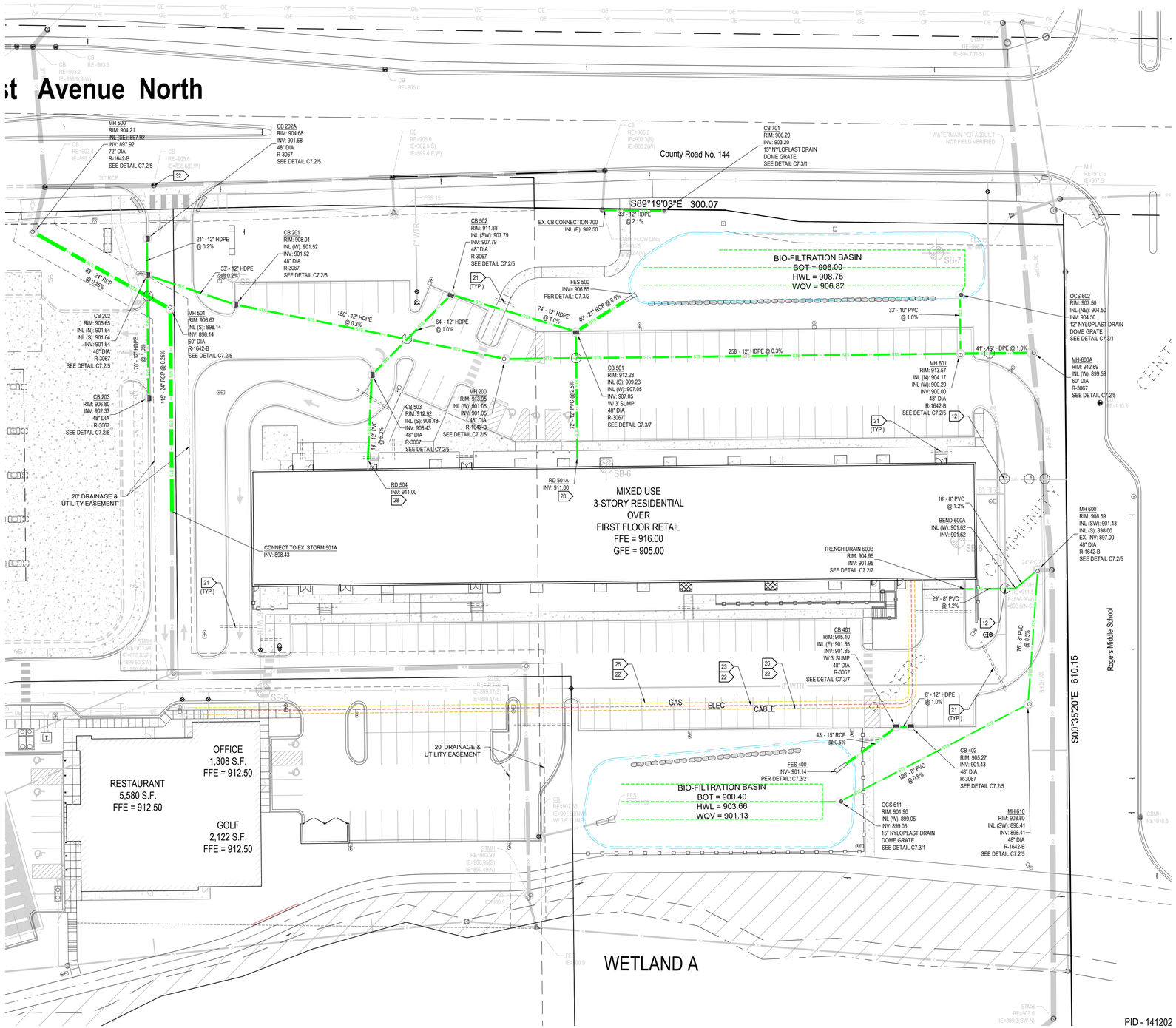

GENERAL NOTES

1. For construction staking and surveying services contact Landform at 612.252.9070.

UTILITY NOTES

2. Pipe Materials

Watermain	C900 PVC
Water Service	Copper Type K (ASTM B88)
Private Sanitary Sewer	PVC Schedule 40 (ASTM: D1785, D2665, & F1866)
Grease Trap Service	PVC Schedule 40 (ASTM: D1785, D2665, & F1866)
Storm Sewer	PVC Schedule 40 (ASTM: D1785, D2665, & F1866) RCP 12"-18" Class 5 (ASTM C76) RCP 21" Class 4 (ASTM C76) RCP 24"-48" Class 3 (ASTM C76)
Drain Tile	HDPE - Corrugated & Perforated (ASTM F667),

3. Contact utility service providers for field location of services 72 hours prior to beginning.
4. Contractor to field verify location and elevation of all utility points of connection prior to construction of any proposed utilities. Contractor to notify Engineer immediately if there is any discrepancy.
5. Contractor to pothole all utility crossings prior to construction of new utilities to verify depths of existing lines. Contact Engineer immediately if any conflicts are discovered.
6. Provide means and measures to protect adjacent property from damage during utility installation.
7. Pipe lengths shown are from center of structure to center of structure or end of end section.
8. Install tracer wire with all non-conductive utilities in accordance with City of Rogers Standards.
9. Connect to City utilities in accordance with City of Rogers Standards.
10. Contact City of Rogers Public Works Department at 763-428-8580 for wet tap inspection.
11. Maintain 7.5 feet of cover on water.
12. Deflect water to maintain 18-inch minimum outside separation at sewer crossings. Center pipe lengths to provide greatest separation between joints.
13. Contact City of Rogers Public Works Department, at 763-428-8580 for flushing and pressure test inspections.
14. The water distribution system shall be disinfected per Minnesota Rules, Part 4714.
15. Provide 4-inch rigid foam (ASTM D1621) insulation on sanitary sewer less than 8 feet deep.
16. Refer to Plumbing plans for grease interceptor detail. The tank and top slab must be designed to handle traffic and soil loads. The tank must be protected from freezing and must comply with all local and state codes.
17. All portions of the storm sewer system, located within 10 feet of the building or water service line must be tested in accordance with Minnesota Rules, Part 4714.
18. All joints and connections in the storm sewer system shall be gastight or water tight. Approved resilient rubber joints must be used to make watertight connections to manholes, catch basins, and other structures.
19. Catch basins in curb and gutter are sumped 2 inches below the gutter grade. Refer to Detail 3 on Sheet C7.2.
20. Rock media in filtration systems shall be angular, non-calcareous rock.
21. Irrigation sleeve to be 4 inch Schedule 80 PVC buried 24" below grade. Extend sleeves 3-feet beyond the edge of pavement. Mark each end of sleeve with 3/4-inch rebar 12 inches below finish grade. (Coordinate with irrigation contractor.)
22. General Contractor Coordinate with Private Utilities to provide electric, natural gas, and communications services to building.
23. The primary electric feed, transformer, and meter are provided and installed by Xcel Energy. The transformer pad design is provided by the Utility and construction is by the Contractor. Contact Utility for pad detail. The secondary electric and conduits shall be installed by the Electrical Contractor.
24. See site lighting plan for additional information.
25. Centerpoint Energy will furnish and install gas service piping from the mainline to the meter. Gas service from the meter shall be installed by the Mechanical Contractor.
26. Provide one 2-inch PVC conduit with pull-string from existing telephone service to building.
27. Provide conduits for cable television and other electronic communication.
28. Coordinate with Mechanical, Plumbing, and Electrical Drawings for locations of service connections and continuation of services within building.
29. Compact cohesive soils in paved areas to 95% of maximum dry density, Standard Proctor (ASTM D698) except the top 3 feet which shall be compacted to 100%. compact to 98% density where fill depth exceeds 10 feet. The soils shall be within 3% of optimum moisture content. In granular soils all portions of the embankment shall be compacted to not less than 95% of Modified Proctor Density (ASTM D1557).
30. Adjust structures to final grade where disturbed. Comply with requirements of Utility. Meet requirements for traffic loading in paved areas.
31. Core drill existing manhole and connect with new rubber boot.
32. Furnish and install new R-3360-A (or approved equal) casting on existing catch basin.

INFILTRATION / FILTRATION BASIN REQUIREMENTS

33. Refer to the C3.1 sheet notes for requirements.

LEGEND

Wetland Buffer Area

UTILITY CROSSINGS

1. Crossing 1
   Storm Sewer Bottom Elevation = 901.77
   Storm Sewer Top Elevation = 900.35
   Clearance = 1.32'
2. Crossing 2
   Storm Sewer Bottom Elevation = 908.16
   Storm Sewer Top Elevation = 902.32
   Clearance = 5.83'
3. Crossing 3
   Storm Sewer Bottom Elevation = 909.57
   Storm Sewer Top Elevation = 902.03
   Clearance = 7.54'
4. Crossing 4
   Storm Sewer Top Elevation = 901.35
   Watermain Bottom Elevation = 905.16
   Clearance = 3.80'
5. Crossing 5
   Watermain Bottom Elevation = 902.32
   Sanitary Sewer Top Elevation = 901.92
   CONFLICT - REFER TO NOTE 12
6. Crossing 6
   Sanitary Sewer Bottom Elevation = 900.89
   Storm Sewer Top Elevation = 900.21
   Clearance = 0.69'
7. Crossing 7
   Sanitary Sewer Bottom Elevation = 900.71
   Storm Sewer Top Elevation = 899.50
   Clearance = 1.21'
8. Crossing 8
   Storm Sewer Bottom Elevation = 901.65
   Watermain Top Elevation = 900.84
   CONFLICT - REFER TO NOTE 12

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PROJECT NO.	ASG20001-001

STORM SEWER PLAN
C4.1

811 Know what's Below. Call before you dig.

NORTH
0 30 60

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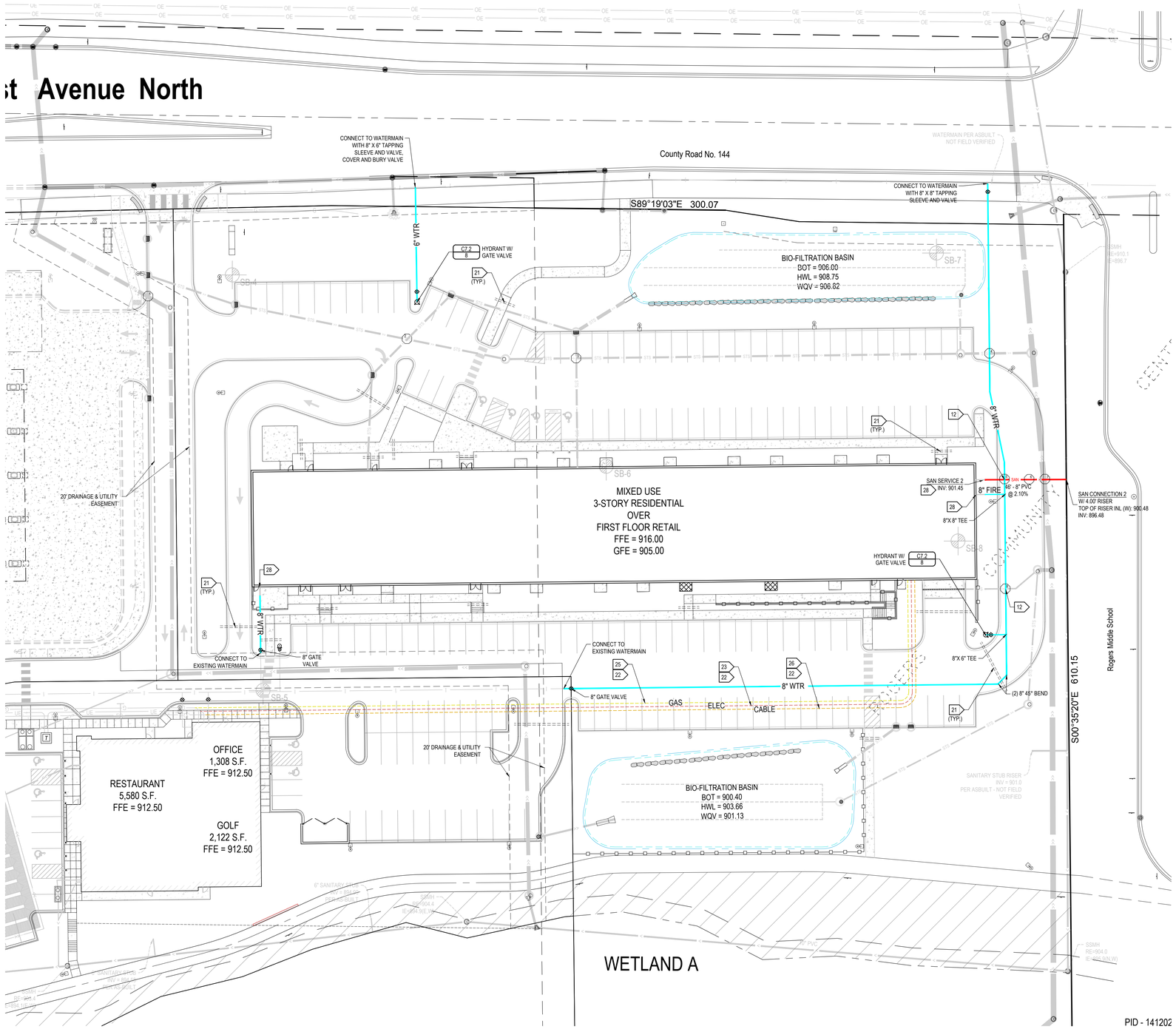

GENERAL NOTES

1. For construction staking and surveying services contact Landform at 612.252.9070.

UTILITY NOTES

2. Pipe Materials

Watermain	C900 PVC
Water Service	Copper Type K (ASTM B88)
Private Sanitary Sewer	PVC Schedule 40 (ASTM: D1785, D2665, & F1866)
Grease Trap Service	PVC Schedule 40 (ASTM: D1785, D2665, & F1866)
Storm Sewer	PVC Schedule 40 (ASTM: D1785, D2665, & F1866) RCP 12"-18" Class 5 (ASTM C76) RCP 21" Class 4 (ASTM C76) RCP 24"-48" Class 3 (ASTM C76)
Drain Tile	HDPE - Corrugated & Perforated (ASTM F667),

3. Contact utility service providers for field location of services 72 hours prior to beginning.
4. Contractor to field verify location and elevation of all utility points of connection prior to construction of any proposed utilities. Contractor to notify Engineer immediately if there is any discrepancy.
5. Contractor to pothole all utility crossings prior to construction of new utilities to verify depths of existing lines. Contact Engineer immediately if any conflicts are discovered.
6. Provide means and measures to protect adjacent property from damage during utility installation.
7. Pipe lengths shown are from center of structure to center of structure or end of end section.
8. Install tracer wire with all non-conductive utilities in accordance with City of Rogers Standards.
9. Connect to City utilities in accordance with City of Rogers Standards.
10. Contact City of Rogers Public Works Department at 763-428-8580 for wet tap inspection.
11. Maintain 7.5 feet of cover on water.
12. Deflect water to maintain 18-inch minimum outside separation at sewer crossings. Center pipe lengths to provide greatest separation between joints.
13. Contact City of Rogers Public Works Department, at 763-428-8580 for flushing and pressure test inspections.
14. The water distribution system shall be disinfected per Minnesota Rules, Part 4714.
15. Provide 4-inch rigid foam (ASTM D1621) insulation on sanitary sewer less than 8 feet deep.
16. Refer to Plumbing plans for grease interceptor detail. The tank and top slab must be designed to handle traffic and soil loads. The tank must be protected from freezing and must comply with all local and state codes.
17. All portions of the storm sewer system, located within 10 feet of the building or water service line must be tested in accordance with Minnesota Rules, Part 4714.
18. All joints and connections in the storm sewer system shall be gastight or water tight. Approved resilient rubber joints must be used to make watertight connections to manholes, catch basins, and other structures.
19. Catch basins in curb and gutter are sumped 2 inches below the gutter grade. Refer to Detail 3 on Sheet C7.2.
20. Rock media in filtration systems shall be angular, non-calcareous rock.
21. Irrigation sleeve to be 4 inch Schedule 80 PVC buried 24" below grade. Extend sleeves 3-feet beyond the edge of pavement. Mark each end of sleeve with 3/4-inch rebar 12 inches below finish grade. (Coordinate with irrigation contractor.)
22. General Contractor Coordinate with Private Utilities to provide electric, natural gas, and communications services to building.
23. The primary electric feed, transformer, and meter are provided and installed by Xcel Energy. The transformer pad design is provided by the Utility and construction is by the Contractor. Contact Utility for pad detail. The secondary electric and conduits shall be installed by the Electrical Contractor.
24. See site lighting plan for additional information.
25. Centerpoint Energy will furnish and install gas service piping from the mainline to the meter. Gas service from the meter shall be installed by the Mechanical Contractor.
26. Provide one 2-inch PVC conduit with pull-string from existing telephone service to building.
27. Provide conduits for cable television and other electronic communication.
28. Coordinate with Mechanical, Plumbing, and Electrical Drawings for locations of service connections and continuation of services within building.
29. Compact cohesive soils in paved areas to 95% of maximum dry density, Standard Proctor (ASTM D698) except the top 3 feet which shall be compacted to 100%. compact to 98% density where fill depth exceeds 10 feet. The soils shall be within 3% of optimum moisture content. In granular soils all portions of the embankment shall be compacted to not less than 95% of Modified Proctor Density (ASTM D1557).
30. Adjust structures to final grade where disturbed. Comply with requirements of Utility. Meet requirements for traffic loading in paved areas.
31. Core drill existing manhole and connect with new rubber boot.
32. Furnish and install new R-3360-A (or approved equal) casting on existing catch basin.

INFILTRATION / FILTRATION BASIN REQUIREMENTS

33. Refer to the C3.1 sheet notes for requirements.

LEGEND

Wetland Buffer Area

UTILITY CROSSINGS

1. Crossing 1
   Storm Sewer Bottom Elevation = 901.77
   Storm Sewer Top Elevation = 900.35
   Clearance = 1.32'
2. Crossing 2
   Storm Sewer Bottom Elevation = 908.16
   Storm Sewer Top Elevation = 902.32
   Clearance = 5.83'
3. Crossing 3
   Storm Sewer Bottom Elevation = 909.57
   Storm Sewer Top Elevation = 902.03
   Clearance = 7.54'
4. Crossing 4
   Storm Sewer Top Elevation = 901.35
   Watermain Bottom Elevation = 905.16
   Clearance = 3.80'
5. Crossing 5
   Watermain Bottom Elevation = 902.32
   Sanitary Sewer Top Elevation = 901.92
   CONFLICT - REFER TO NOTE 12
6. Crossing 6
   Sanitary Sewer Bottom Elevation = 900.89
   Storm Sewer Top Elevation = 900.21
   Clearance = 0.69'
7. Crossing 7
   Sanitary Sewer Bottom Elevation = 900.71
   Storm Sewer Top Elevation = 899.50
   Clearance = 1.21'
8. Crossing 8
   Storm Sewer Bottom Elevation = 901.65
   Watermain Top Elevation = 900.84
   CONFLICT - REFER TO NOTE 12

DEVELOPER

ASGUARD ACQUISITIONS, LLC.
7535 River Road Northeast
Otsego, MN 55330
TEL 612-598-3920

MUNICIPALITY

ROGERS MN

PROJECT

ASGUARD PHASE 2

ROGERS, MN

ISSUE / REVISION HISTORY

CONTACT ENGINEER FOR ANY PRIOR HISTORY

DATE	ISSUE / REVISION	REVIEW
AUG 28 2024	CLIENT REVIEW SET	SES

CERTIFICATION

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

Steven E. Sabraski

License No. 47165

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105 South Fifth Avenue
Suite 513
Minneapolis, MN 55401
Tel: 612-252-9070
Fax: 612-252-9077
Web: landform.net

FILE NAME	C402ASG001-001.DWG
PROJECT NO.	ASG20001-001

SANITARY & WATER PLAN
C4.2

811 Know what's Below. Call before you dig.

NORTH
0 30 60

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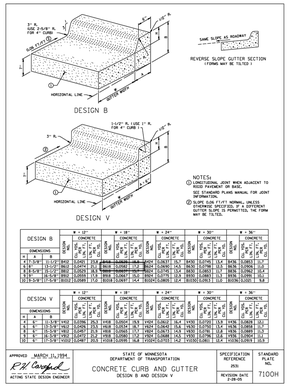
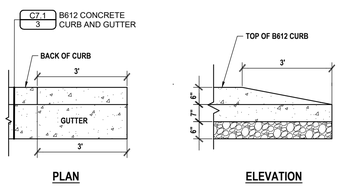


9 B618 CONCRETE CURB & GUTTER

NO SCALE



10 NOSE DOWN CURB

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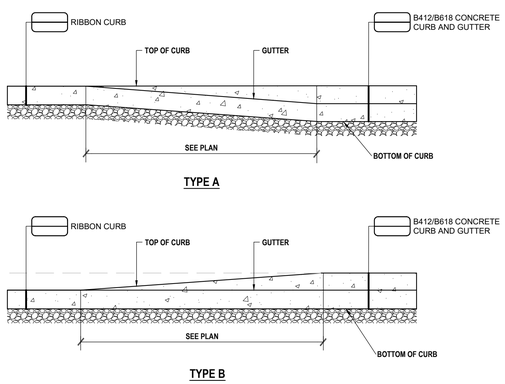

11 CONCRETE CURB TRANSITION

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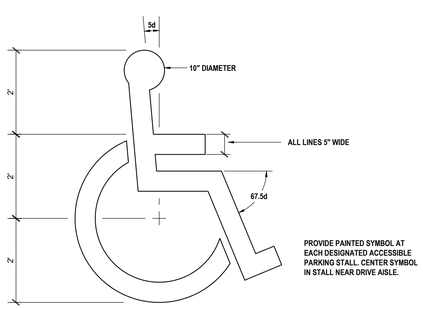
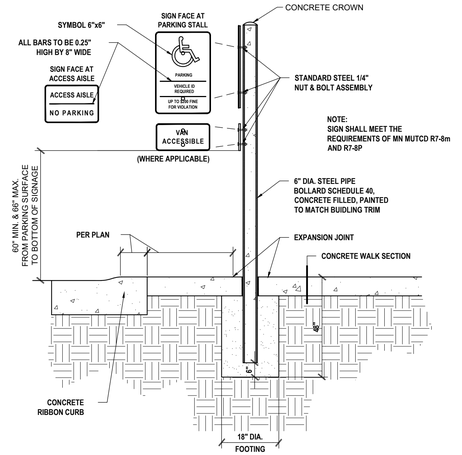


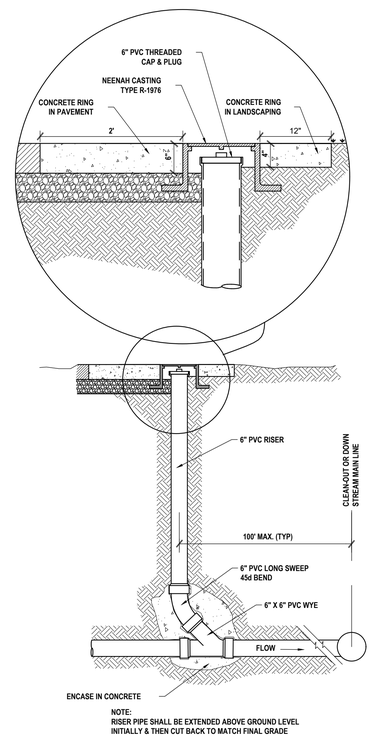
12 INTERNATIONAL SYMBOL OF ACCESS

NO SCALE



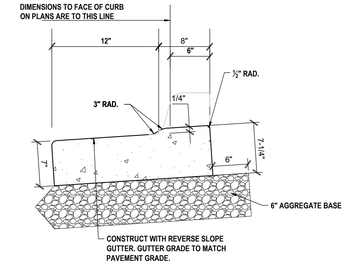
7 PIPE BOLLARD/ACCESSIBLE SIGN - MN

NO SCALE



8 CLEAN-OUT STRUCTURE

NO SCALE



4 12" CONCRETE RIBBON CURB

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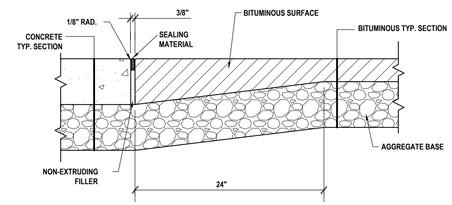
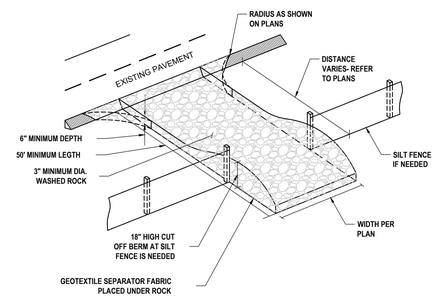


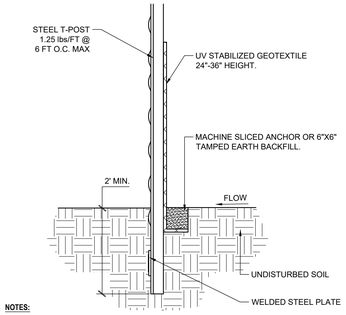
5 THICKENED BITUMINOUS EDGE AND CONCRETE SURFACE

NO SCALE



6 VEHICLE TRACKING PAD

NO SCALE

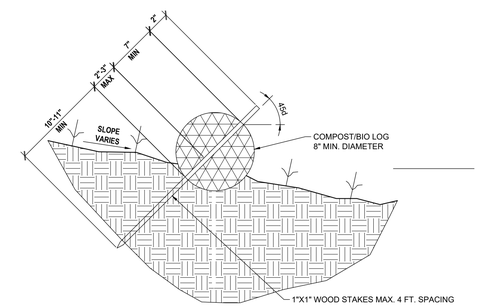


NOTES:

1. DIG A 6" TRENCH ALONG THE INTENDED FENCE LINE OR USE MACHINE SLICED ANCHOR.
2. INSTALL ON CONTOUR AT CONSTANT ELEVATION.
3. DRIVE ALL POSTS INTO THE GROUND AT THE BACK SIDE OF THE TRENCH.
4. LAYOUT WIRE MESH AND SILT FENCE ON THE UPHILL SIDE ALONG THE FENCE LINE, AND BACK FILL.

1 SILT FENCE

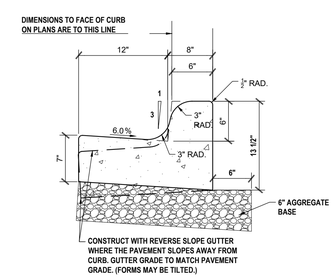
NO SCALE



MAINTAIN BY REMOVING SEDIMENT AND REPLACING DAMAGED LOGS UNTIL TURF IS ESTABLISHED. REMOVE AFTER PERMANENT STABILIZATION IS COMPLETE.

2 TEMPORARY COMPOST/BIO LOG

NO SCALE



3 B612 CONCRETE CURB AND GUTTER

NO SCALE

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MUNICIPALITY

ROGERS MN

PROJECT

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FILE NAME	C701ASG001-001.DWG
PROJECT NO.	ASG20001-001

CIVIL CONSTRUTION DETAILS

C7.1

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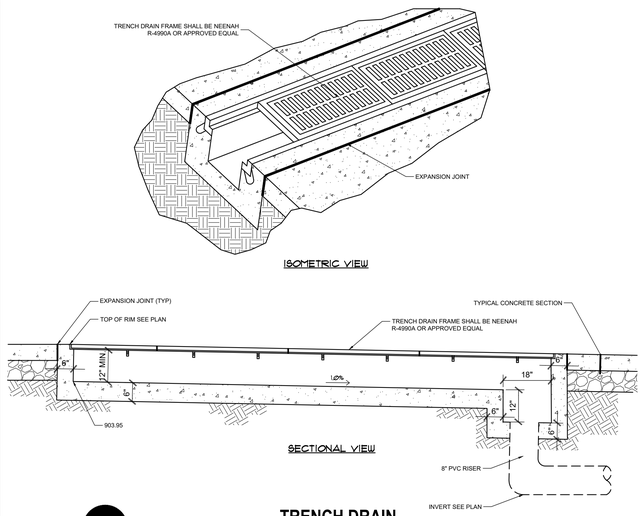
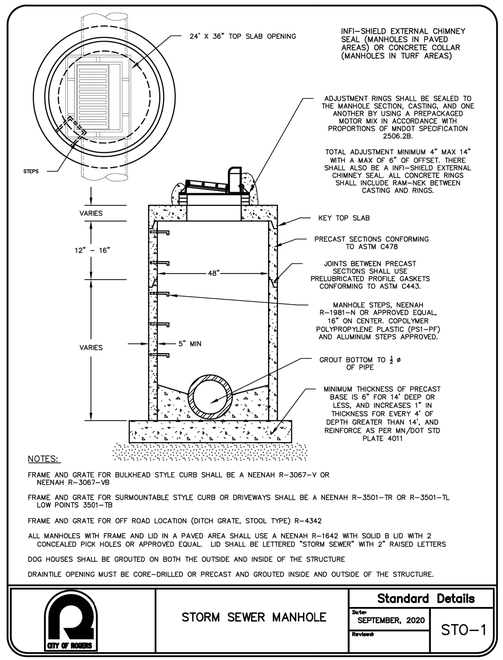


7 TRENCH DRAIN

NO SCALE



NOTES:

FRAME AND GRATE FOR BULKHEAD STYLE CURB SHALL BE A NEENAH R-3067-V OR NEENAH R-3067-VB

FRAME AND GRATE FOR SURMOUNTABLE STYLE CURB OR DRIVEWAYS SHALL BE A NEENAH R-3501-TR OR R-3501-TL LOW POINTS 3501-TB

FRAME AND GRATE FOR OFF ROAD LOCATION (DITCH GRATE, STOOL TYPE) R-4342

ALL MANHOLES WITH FRAME AND LID IN A PAVED AREA SHALL USE A NEENAH R-1642 WITH SOLID B LID WITH 2 CONCEALED PICK HOLES OR APPROVED EQUAL. LID SHALL BE LETTERED "STORM SEWER" WITH 2" RAISED LETTERS

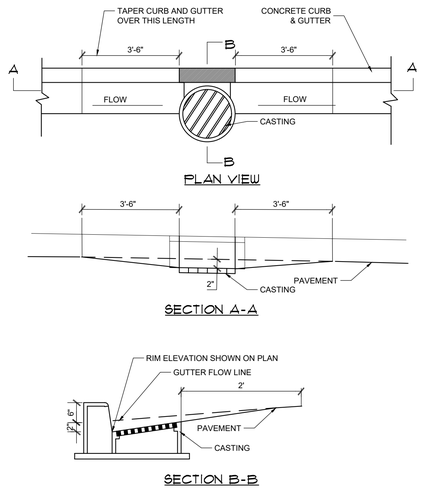
DOG HOUSES SHALL BE GROUTED ON BOTH THE OUTSIDE AND INSIDE OF THE STRUCTURE

DRAINTILE OPENING MUST BE CORE-DRILLED OR PRECAST AND GROUTED INSIDE AND OUTSIDE OF THE STRUCTURE.

CITY OF ROGERS	STORM SEWER MANHOLE	Standard Details Date SEPTEMBER, 2020 Revised	STO-1

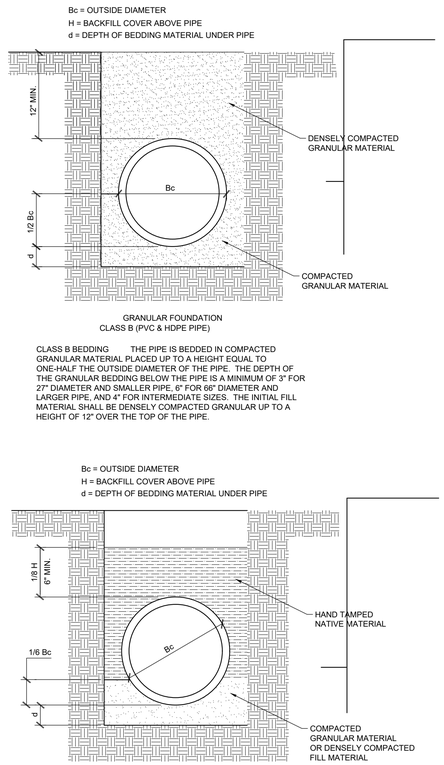
5 STORM SEWER CATCH BASIN MANHOLE

NO SCALE



3 CATCH BASIN CASTING SUMP AT CONCRETE CURB AND GUTTER

NO SCALE

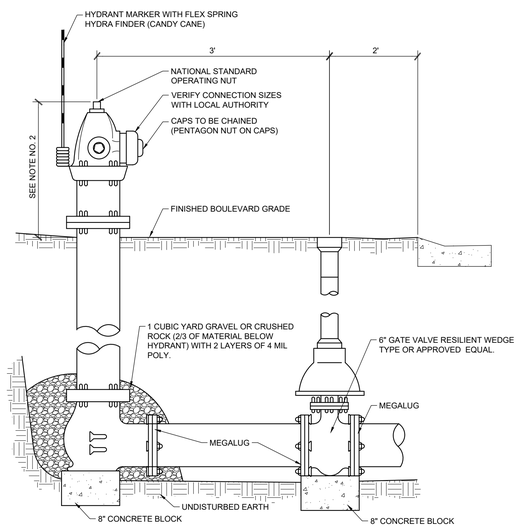


CLASS B BEDDING THE PIPE IS BEDDED IN COMPACTED GRANULAR MATERIAL PLACED UP TO A HEIGHT EQUAL TO ONE-HALF THE OUTSIDE DIAMETER OF THE PIPE. THE DEPTH OF THE GRANULAR BEDDING BELOW THE PIPE IS A MINIMUM OF 3" FOR 27" DIAMETER AND SMALLER PIPE, 6" FOR 66" DIAMETER AND LARGER PIPE, AND 4" FOR INTERMEDIATE SIZES. THE INITIAL FILL MATERIAL SHALL BE DENSELY COMPACTED GRANULAR UP TO A HEIGHT OF 12" OVER THE TOP OF THE PIPE.

CLASS C BEDDING THE PIPE IS BEDDED IN COMPACTED GRANULAR MATERIAL, OR DENSELY COMPACTED FILL MATERIAL UP TO A HEIGHT EQUAL TO ONE-SIXTH THE OUTSIDE DIAMETER OF THE PIPE. THE DEPTH OF THE BEDDING MATERIAL BELOW THE PIPE IS A MINIMUM OF 3" FOR 27" AND SMALLER PIPE, 6" FOR 66" DIAMETER AND LARGER PIPE, AND 4" FOR INTERMEDIATE SIZES. THE REMAINING SIDEFILL AND BACKFILL MATERIAL IS COMPACTED NATIVE SOILS.

1 PIPE BEDDING

NO SCALE

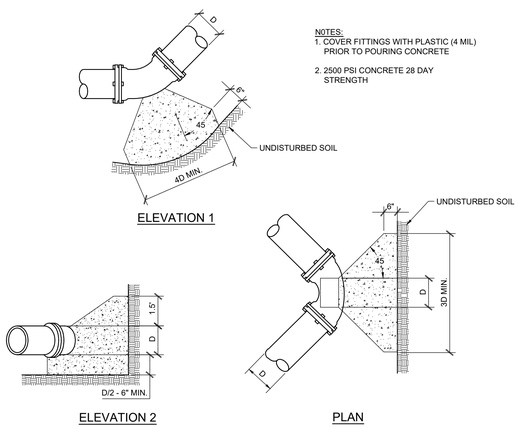


NOTES:

1. FIRE HYDRANTS SHALL BE PAINTED RED AT THE FACTORY.
2. TOP OF FIRE HYDRANT DESIGN ELEVATION SHALL BE 2.5' ABOVE FINISHED BOULEVARD GRADE.
3. THRUST BLOCKING MAY ALSO BE REQUIRED ON DEAD END LINES.
4. COVER WATERMAIN PER PLAN.
5. VERIFY BRAND AND MODEL OF HYDRANT WITH LOCAL AUTHORITY.

8 HYDRANT AND GATE VALVE WITH BOX

NO SCALE

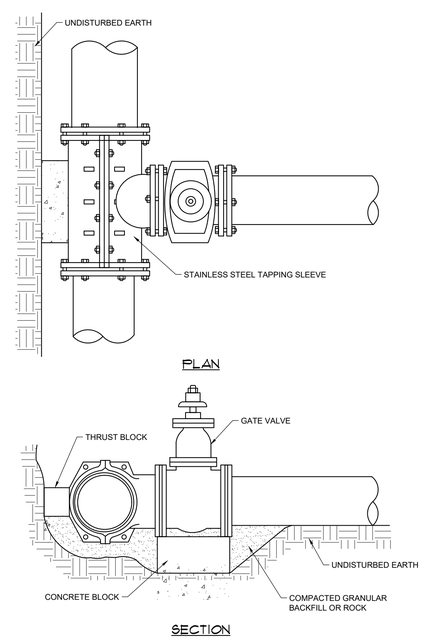


NOTES:

1. COVER FITTINGS WITH PLASTIC (4 MIL) PRIOR TO POURING CONCRETE
2. 2500 PSI CONCRETE 28 DAY STRENGTH

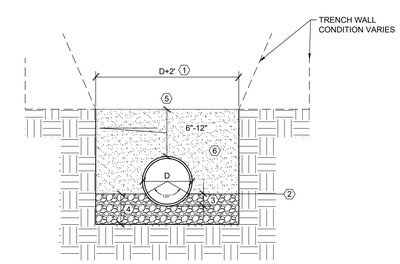
6 CONCRETE THRUST BLOCKING FOR WATERMAIN

NO SCALE



4 WATERMAIN WET TAP

NO SCALE



① 2' FOR PIPE 4" OR LESS.

② MACHINE EXCAVATION LIMIT FOR RIGID PIPE.

③ HAND SHAPE BOTTOM FOR SUPPORT OF RIGID PIPE.

④ MACHINE EXCAVATION LIMIT FOR FLEXIBLE PIPE, GRANULAR FOUNDATION (IF REQUIRED), OR BEDDING REQUIRED FOR LOCAL CONDITIONS. DEPTH VARIES.

⑤ PROVIDE LOCATING/MARKING TAPE MEETING LOCAL REQUIREMENTS.

2 UTILITY TRENCHING

NO SCALE

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7535 River Road Northeast
Otsego, MN 55330
TEL 612-598-3920

MUNICIPALITY

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FILE NAME	C702ASG001-001.DWG
PROJECT NO.	ASG20001-001

CIVIL CONSTRUCTION DETAILS

C7.2

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SUGGESTED CONSTRUCTION SEQUENCING

1. Install appropriate temporary erosion control devices to prevent sediment from leaving or entering the practice during construction.
2. All down-gradient perimeter sediment control bmp's must be in place before any up gradient land disturbing activity begins.
3. Perform continuous inspections of erosion control practices, especially after each rainfall event.
4. Install all utilities (water, sanitary sewer, electric, natural gas, phone, fiber optic, etc) prior to setting final grade of bioretention device.
5. Rough grade the site. If bioretention areas are being used as temporary sediment basins during construction, leave a minimum of 1 feet of cover over the practice to protect the underlying soils from clogging.
6. Complete, stabilize, and vegetate all other site improvements.
7. Construct and vegetate bioretention device following stabilization of contributing drainage area. Ensure that critical elevations, such as underdrain invert, top of media, top of mulch, and invert of overflow structure (if present) are correct.
8. Remove temporary erosion control devices after the contributing drainage area is adequately vegetated.

GENERAL NOTES

1. In the event that sediment is introduced into the bmp during or immediately following excavation, this material shall be removed from the practice prior to continuing construction.
2. See Minnesota Stormwater Manual for subgrade preparation.

MATERIAL SPECIFICATIONS

1. Bioretention soil shall be Soil Mix D per the Minnesota Stormwater Manual consisting of:
   A. 50 - 65% Coarse Sand
   B. 25 - 35% Topsoil
   C. 10 - 15% Compost (MnDOT Grade 2)
2. See Minnesota Stormwater Manual for material specifications recommendations for mulch, underdrains, etc.

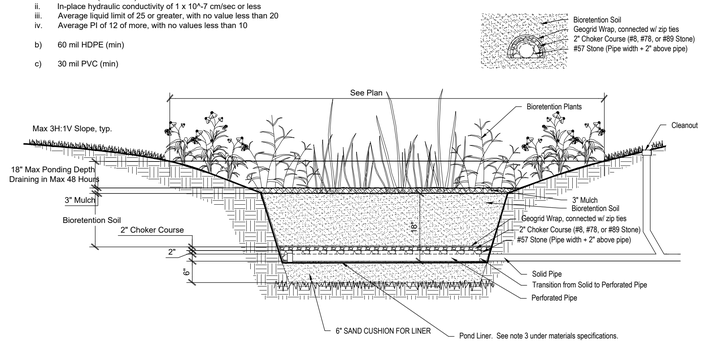
3. Acceptable liner options include:

a) 24 inches of clay soil

i. 50% fines (200 sieve) or more
ii. In-place hydraulic conductivity of 1 x 10^-7 cm/sec or less
iii. Average liquid limit of 25 or greater, with no value less than 20
iv. Average PI of 12 of more, with no values less than 10

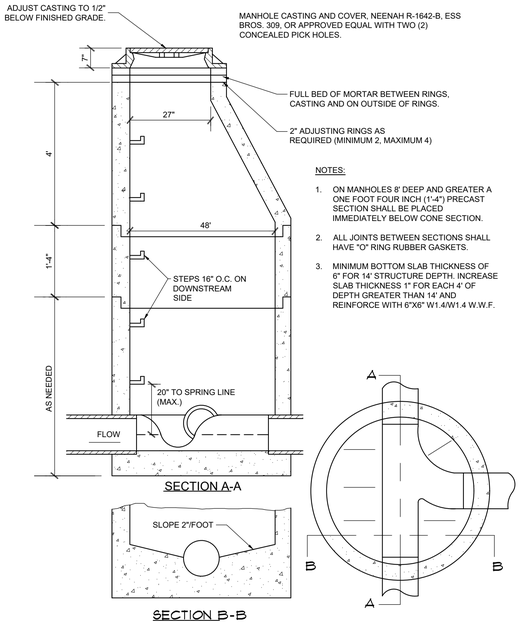
b) 60 mil HDPE (min)

c) 30 mil PVC (min)



6 BIOFILTRATION BASIN W/ UNDERDRAIN SECTION

NO SCALE

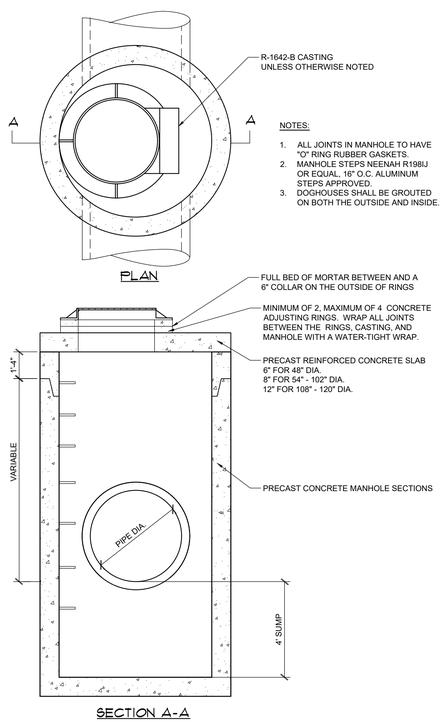


NOTES:

1. ON MANHOLES 8' DEEP AND GREATER A ONE FOOT FOUR INCH (1'-4") PRECAST SECTION SHALL BE PLACED IMMEDIATELY BELOW CONE SECTION.
2. ALL JOINTS BETWEEN SECTIONS SHALL HAVE "O" RING RUBBER GASKETS.
3. MINIMUM BOTTOM SLAB THICKNESS OF 6" FOR 14' STRUCTURE DEPTH. INCREASE SLAB THICKNESS 1" FOR EACH 4' OF DEPTH GREATER THAN 14' AND REINFORCE WITH 6"X6" W1.4/W1.4 W.W.F.

3 SANITARY SEWER MANHOLE

NO SCALE

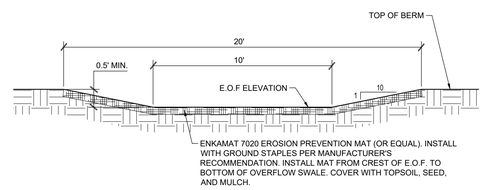


NOTES:

1. ALL JOINTS IN MANHOLE TO HAVE "O" RING RUBBER GASKETS.
2. MANHOLE STEPS NEENAH R198IJ OR EQUAL, 16" O.C. ALUMINUM STEPS APPROVED.
3. DOGHOUSES SHALL BE GROUTED ON BOTH THE OUTSIDE AND INSIDE.

7 SUMP STORM SEWER MANHOLE

NO SCALE

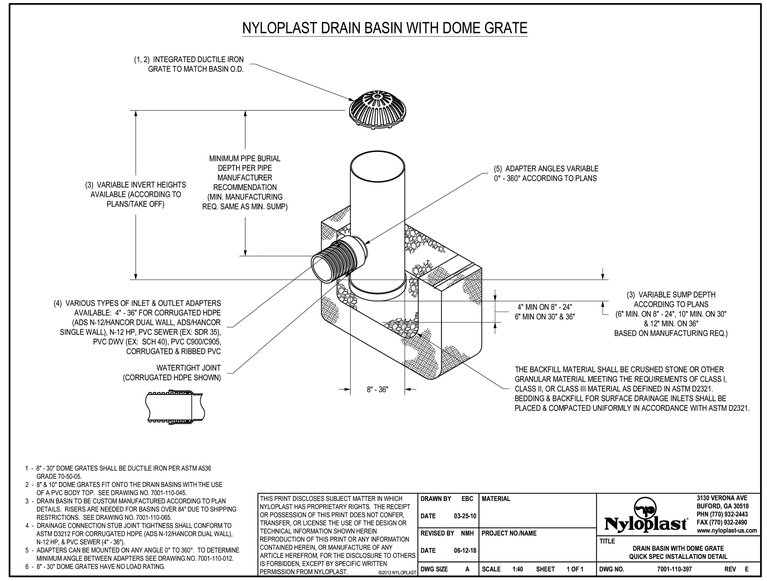


4 POND EMERGENCY OVERFLOW

NO SCALE

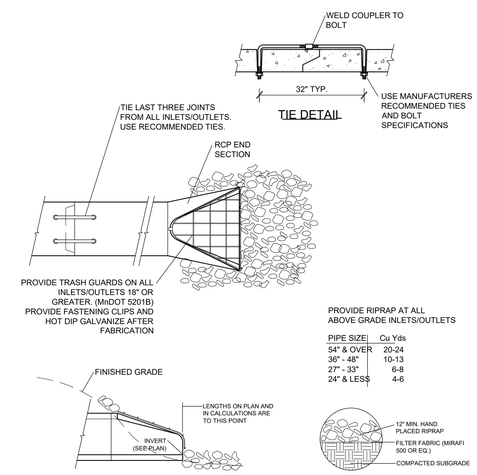
5 RESERVED

NO SCALE



1 NYLOPLAST DRAIN BASIN

NO SCALE



PROVIDE RIPRAP AT ALL ABOVE GRADE INLETS/OUTLETS

PIPE SIZE	Cu Yds
54" & OVER	20-24
36" - 48"	10-13
27" - 33"	6-8
24" & LESS	4-6

2 FLARED END SECTION WITH RIP RAP

NO SCALE

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Otsego, MN 55330
TEL 612-598-3920

MUNICIPALITY

ROGERS MN

PROJECT

ASGUARD PHASE 2
ROGERS, MN

ISSUE / REVISION HISTORY

CONTACT ENGINEER FOR ANY PRIOR HISTORY

DATE	ISSUE / REVISION	REVIEW
AUG 28 2024	CLIENT REVIEW SET	SES

CERTIFICATION

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License No. 47165

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PROJECT NO.	ASG20001-001

CIVIL CONSTRUCTION DETAILS

C7.3

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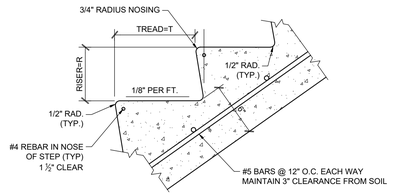
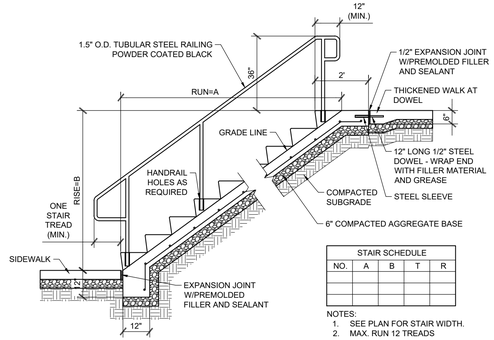


DETAIL



STAIR SCHEDULE				
NO.	A	B	T	R

NOTES:
1. SEE PLAN FOR STAIR WIDTH.
2. MAX. RUN 12 TREADS

1 CONCRETE STAIR WITH RAILING

NO SCALE

DEVELOPER

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Otsego, MN 55330
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ROGERS MN

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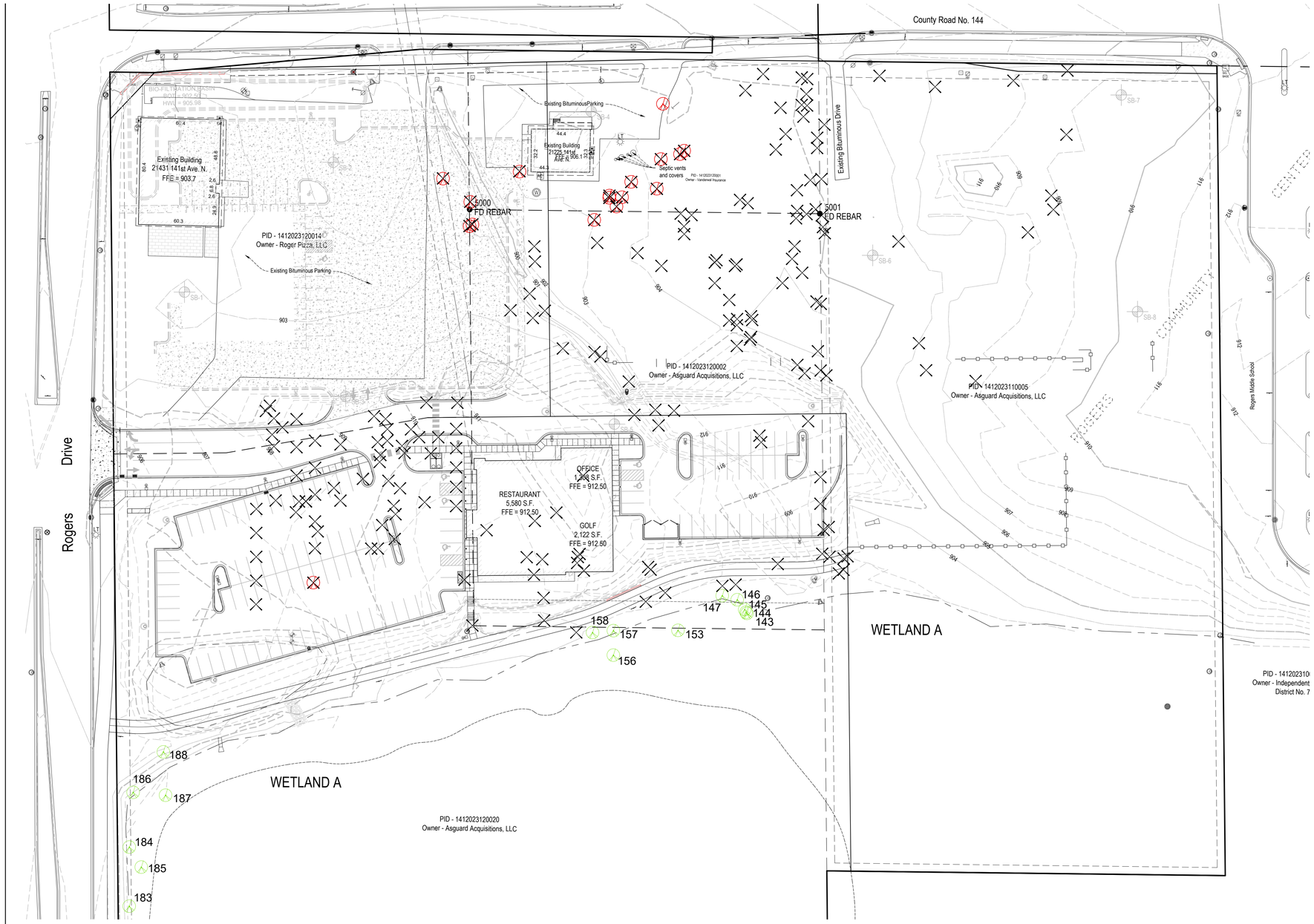

SUMMARY

Total significant trees on site	210
Total removals	195
Total preserved	15

LEGEND

:Denotes tree to be removed

:Denotes tree to be preserved

DEVELOPER

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LEGEND

1 x 50' Norway Spruce
2 x 30" Silver Maple
3 x 12" Boxelder
4 x 2-stem Hackberry (20", 14")
5 x 6" Boxelder
6 x 3-stem Boxelder (12" stems)
7 x 14" Boxelder
8 x 20" Boxelder
9 x 20' Juniper
10 x 15" Boxelder
11 x 8" Boxelder
12 x 20" Boxelder
13 x 15" Poplar
14 x 22' Juniper
15 x 7" Poplar
16 x 6" Poplar
17 x 2-stem Poplar (30", 20")
18 x 5-stem Poplar (22", 20",20",18",15")
19 x 2- stem Poplar (24"24")
20 x 2-stem Poplar (7",8")
21 x 2-stem Poplar (26",16")
22 x 15" Poplar
23 x 22" Poplar
24 x 20" Boxelder
25 x 10" Boxelder
26 x 12" Boxelder
27 x 2-stem Boxelder (14",10")
28 x 20" Boxelder
29 x 2-stem Boxelder (16",16")
30 x 2-stem Crabapple (14",12")
31 x 2-stem Boxelder (12",8")
32 x 3-stem Boxelder (30",18",14")
33 x 12" Boxelder
34 x 12" Boxelder
35 x 15" Boxelder
36 x 2-stem Boxelder (20",14")
37 x 3-stem Boxelder (32",32",32")
38 x 20" Boxelder
39 x 9" Poplar
40 x 12" Poplar
41 x 6" Boxelder
42 x 24" Poplar
43 x 48" Poplar
44 x 12" Poplar
45 x 30" Boxelder
46 x 3-stem Poplar (30",10", 8")
47 x 24" Poplar
48 x 2-stem Poplar (18",10")
49 x 16" Boxelder
50 x 6" Boxelder
51 x 8" Boxelder
52 x 16" Poplar
53 x 22" Poplar
54 x 3-stem Boxelder (14",12",8")
55 x 30" Poplar
56 x 6" Boxelder
57 x 50' Norway Spruce
58 x 22" Ash
59 x 24" Ash
60 x 50' Norway Spruce
61 x 50' Norway Spruce
62 x 50' Norway Spruce
63 x 50' Norway Spruce
64 x 24" Silver Maple
65 x 2-stem Maple (9",9")
66 x 8" Poplar
67 x 14" Poplar
68 x 24" Poplar
69 x 8" Boxelder
70 x 8" Boxelder
71 x 24" Boxelder
72 x 30" Honeylocust
73 x 30" Boxelder
74 x 6" Boxelder
75 x 10" Boxelder
76 x 6" Boxelder
77 x 10" Boxelder
78 x 16" Boxelder
79 x 7" Boxelder
80 x 2-stem Boxelder (20",8")
81 x 22" Hackberry
82 x 8" Boxelder
83 x 14" Boxelder
84 x 8" Boxelder
85 x 4-stem Boxelder (24",24",16",14")
86 x 12" Boxelder
87 x 10" Boxelder
88 x 22" Boxelder
89 x 2-stem Boxelder (18",16")
90 x 2-stem Boxelder (15",13")
91 x 8" Boxelder
92 x 6" Boxelder
93 x 6" Boxelder
94 x 9" Boxelder
95 x 2-stem Boxelder (18",16")
96 x 14" Boxelder
97 x 10" Boxelder
98 x 8" Hackberry
99 x 2-stem Boxelder (7",6")
100 x 2-stem Boxelder (10", 8")
101 x 8" Boxelder
102 x 7" Boxelder
103 x 8" Boxelder
104 x 6" Boxelder
105 x 14" Boxelder
106 x 8" Boxelder
107 x 8" Boxelder
108 x 14" Boxelder
109 x 2-stem Boxelder (12",10")
110 x 12" Boxelder
111 x 16" Boxelder
112 x 14" Boxelder
113 x 2-stem Boxelder (9",6")
114 x 2-stem Boxelder (8",8")
115 x 12" Boxelder
116 x 14" Boxelder
117 x 14" Boxelder
118 x 18" Boxelder
119 x 9" Boxelder
120 x 2-stem Boxelder (20",15")
121 x 12" Boxelder
122 x 14" Boxelder
123 x 16" Boxelder
124 x 24" Boxelder
125 x 12" Boxelder
126 x 18" Boxelder
127 x 10" Boxelder
128 x 3-stem Boxelder (24",20",14")
129 x 15" Boxelder
130 x 15" Boxelder
131 x 15" Boxelder
132 x 2-stem Boxelder (18",18")
133 x 2-stem Boxelder (20",20")
134 x 16" Boxelder
135 x 14" Boxelder
136 x 20" Boxelder
137 x 12" Boxelder
138 x 12" Boxelder
139 x 14" Boxelder
140 x 14" Boxelder
141 x 15" Poplar
142 x 10" Boxelder
143 6" Poplar
144 8" Poplar
145 10" Poplar
146 10" Poplar
147 12" Poplar
148 x 12" Poplar
149 x 12" Boxelder
150 x 12" Boxelder
151 x 7" Boxelder
152 x 15" Poplar
153 12" Boxelder
154 x 8" Boxelder
155 x 8" Boxelder
156 15" Boxelder
157 12" Boxelder
158 12" Boxelder
159 x 14" Boxelder
160 x 50' Red Pine
161 x 11' Juniper
162 x 30" Poplar
163 x 20" Poplar
164 x 20" Poplar
165 x 10" Poplar
166 x 10' Juniper
167 x 20" Poplar
168 x 8" Boxelder
169 x 8" Boxelder
170 x 48" Boxelder
171 x 13' Juniper
172 x 10" Poplar
173 x 2-stem Poplar (14",14")
174 x 20" Poplar
175 x 20" Poplar
176 x 15' Juniper
177 x 12' Juniper
178 x 22' Juniper
179 x 18' Juniper
180 x 24" Poplar
181 x 4-stem Poplar (14",14",14",10")
182 x 16' Juniper
183 7" Boxelder
184 2-stem Boxelder (8",6")
185 2-stem Boxelder (8",8")
186 20" Boxelder
187 2-stem Boxelder (8",8")
188 20" Boxelder
189 x 6" Poplar
190 x 9" Poplar
191 x 3-stem Poplar (30",30",15")
192 x 20" Poplar
193 x 8' Juniper
194 x 20" Poplar
195 x 11' Juniper
196 x 9' Juniper
197 x 14" Poplar
198 x 20" Poplar
199 x 2-stem Poplar (20",20")
200 x 16" Poplar
201 x 3-stem Poplar (20",20",18")
202 x 8" Poplar
203 x 10" Poplar
204 x 2-stem Poplar (20",18")
205 x 2-stem Poplar (8",8")
206 x 4-stem Poplar (20",15",15",8")
207 x 16" Poplar
208 x 3-stem Poplar (30",28",22")
209 x 3-stem Poplar (12",12",12")
210 x 6" Oak

CERTIFICATION

I hereby certify that this plan was prepared by me, or under my direct supervision, and that I am a duly Licensed Landscape Architect under the laws of the state of MINNESOTA.

Joshua K. Popehn

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PROJECT NO.	ASG20001-001

TREE PRESERVATION PLAN
L1.1

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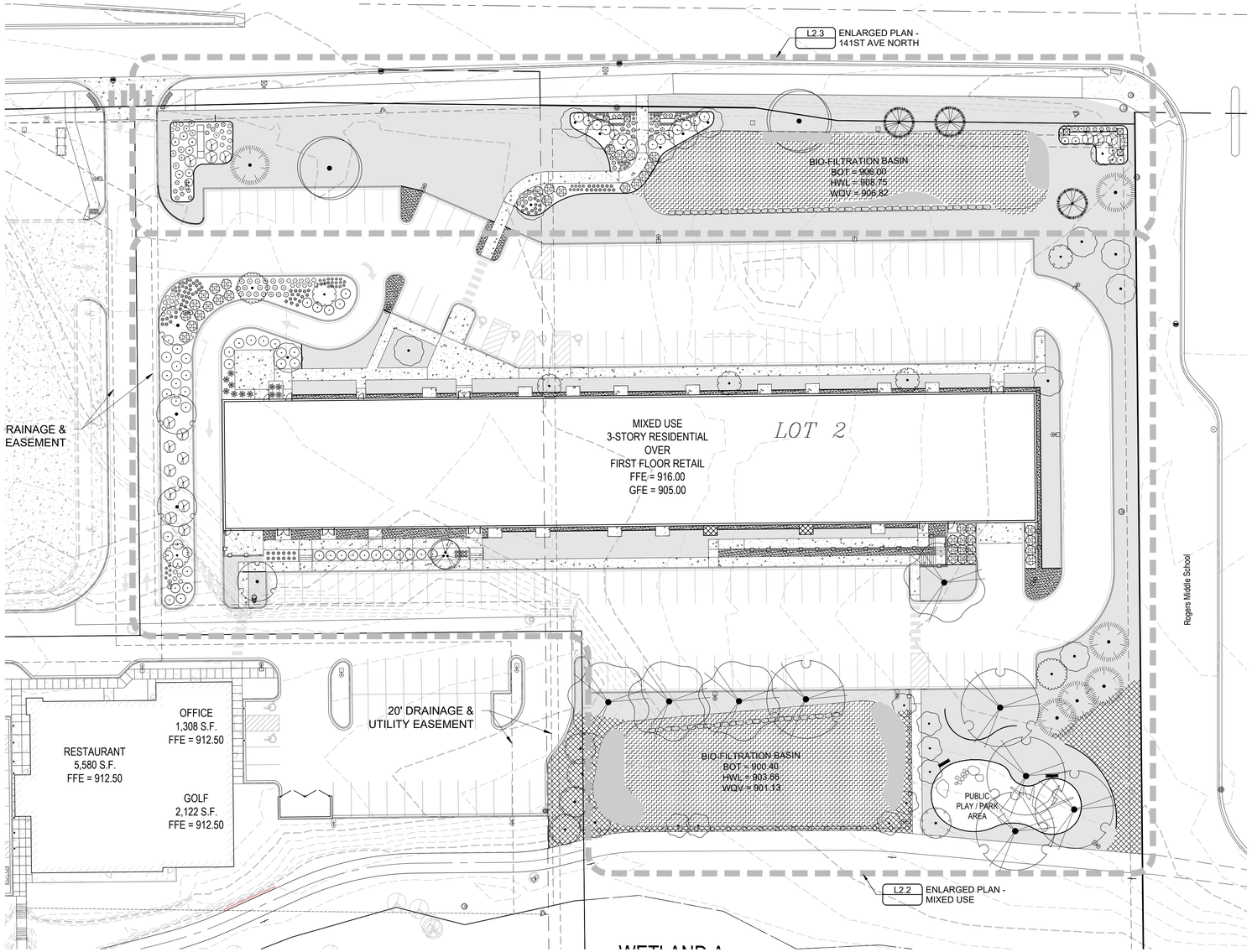

GENERAL NOTES

1. For construction Staking and Surveying services contact Landform at 612.252.9070.

LANDSCAPE NOTES

2. Contact Utility Service providers for field location of services 72 hours prior to beginning.
3. Coordinate installation with Contractors performing related work.
4. Seed mixtures (BWSR Shallow Rooted BMP mix) as defined in current BWSR Seed Mix manual and (MNDOT Native Construction 32-241 mix)as defined in current MNDOT Seeding Manual. Native Seeds shall be of Minnesota origin and certified by the Minnesota Crop Improvement Association (MCIA). Provide verifying documentation to the Owner 30 days minimum prior to installation.
5. Plant material shall conform to the American Association of Nurserymen Standards and be of hardy stock, free from disease, infestation, damage, and disfiguration.
6. All existing deciduous/coniferous trees are to be trimmed of dead wood and pruned to a natural uniform shape.
7. Planting soil shall consist of 4 parts topsoil to 1 part peat humus, with 3 pounds of commercial fertilizer added per cubic yard.
8. Spread a minimum of (4) inches of topsoil and sod all turf areas disturbed by Construction.
9. Follow current MNDOT Seeding Manual for planting instructions for establishment of native seed and provide coordination for required erosion prevention and sediment control.
10. Edge planting beds with 6-inch Black Vinyl Edging (Black Diamond or approved equal) except where adjacent to curbing, walks or buildings.
11. Place plants according to layout with proper nominal spacing. For discrepancy between the number of plants on the Schedule and the number shown on the Drawing, the Drawing shall govern. Quantities listed in plant schedule are total quantities for design.
12. See Details for depth of planting soil.
13. Install 4 inch depth of triple-shredded hardwood mulch in Shrub Bed Areas.
14. Install 2 to 3 inch depth of triple-shredded hardwood mulch in Perennial Bed Areas.
15. Install a 4-foot diameter triple-shredded hardwood mulch dish around trees not placed within a Shrub or Perennial Planting Bed. Edging is not required, unless noted otherwise.
16. Install 2 to 3 inch (nominal size) grey trap rock to a depth of 4 inches. Landscape fabric shall be installed under all areas of rock mulch. Secure all edges and seams of fabric with 6-inch landscape staples.
17. Irrigation is required. Irrigation shall be designed by irrigation contractor. Contractor shall submit design plan and all shop drawings and system components to Landscape Architect for review, prior to purchase and installation. Contractor shall follow all applicable codes and obtain all necessary permits from local jurisdiction.
18. All plant material shall have a 2-year warranty. The warranty shall begin after the last plant has been installed and the Landscape Architect has approved the installation. Landscape contractor is responsible for replacing any and all plant material that dies during the warranty period. Landscape contractor shall assume all costs to any replacements. All replacements shall be same species and sizes and equal or better vigor as original installation.

CITY REQUIREMENTS

Tree replacement not required to exceed (10) trees per acre.

Total site area (excluding wetland)	8.50 acres
Maximum trees required	87
Proposed trees	92

Convenience store lot	2.08 acres
Existing trees removed	21
Replacement trees required	21
Maximum new trees required (2.08 x 10 trees/acre)	21
Proposed trees	21 (to be installed in future phase)

Broadway Pizza lot	2.37 acres
Existing trees removed	85
Replacement trees required	85
Maximum new trees required (2.37 x 10 trees/acre)	24
Proposed trees	34 (installed)

Asguard lot	4.05 acres
Existing trees removed	89
Replacement trees required	89
Maximum new trees required (4.05 x 10 trees/acre)	42
Proposed trees	41

Note: See sheet L1.1 for tree preservation summary

LEGEND

- Sod
- Seed mix: MNDOT Native Construction (32-241) seed at rate of 38 lbs/acre
- Seed mix: BWSR Shallow Rooted BMP seed at rate of 41.31 lbs/acre
- Rock mulch

OVERALL PLANT SCHEDULE

SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	MATURE SIZE	PLANTING SIZE	ROOT CONDITION
DECIDUOUS TREES						
	ACRU	4	Acer rubrum `Autumn Spire` / Autumn Spire Maple	50`H x 25`W	2.5" Cal.	B & B
	ACNO	2	Acer rubrum `Northwood` / Northwood Maple	50`H x 40`W	2.5"Cal	B & B
	BEND	14	Betula nigra `Dura Heat` / Dura Heat River Birch	35`H x 18`W	2.5"Cal	B & B
	CEOC	4	Celtis occidentalis / Common Hackberry	50`H x 50`W	2.5"Cal	B & B
	QUBI	5	Quercus bicolor / Swamp White Oak	55`H x 55`W	2.5"Cal	B & B
	SYRI	1	Syringa reticulata `Ivory Silk` / Ivory Silk Japanese Tree Lilac	25`H x 20`W	2.5" Cal.	B & B
EVERGREEN TREES						
	JUVI	6	Juniperus virginiana / Eastern Red Cedar	45`H x 20`W	6` Ht.	B & B
	PIAB	6	Picea abies / Norway Spruce	50`H x 30`W	6` Ht.	B & B
	PIGL	3	Picea glauca / White Spruce	50`H x 20`W	6`	B & B
ORNAMENTAL TREES						
	MAPR	2	Malus x `Prairifire` / Prairifire Crabapple	20`H x 20`W	1.5"Cal	POT
	MASP	7	Malus x `Spring Snow` / Spring Snow Crab Apple	25`H x 20`W	1.5"Cal	POT
SHRUBS						
	CORC	8	Cornus racemosa / Gray Dogwood	12`H x 15`W	5 GAL.	POT
	DILO	19	Diervilla lonicera / Dwarf Bush Honeysuckle	4`H x 3`W	#3 Cont.	POT
	JUWI	20	Juniperus horizontalis `Wiltonii` / Blue Rug Juniper	0.5`H x 7`W	3 GAL.	POT
	RAGL	38	Rhus aromatica `Gro-Low` / Gro-Low Fragrant Sumac	2`H x 7`W	2 GAL.	POT
	SYME	42	Syringa meyeri `Palibin` / Dwarf Korean Lilac	5`H x 6`W	3` HEIGHT	POT
	SYMK	17	Syringa pubescens `Miss Kim` / Miss Kim Korean Lilac	6`H x 6`W	3 GAL.	POT
GRASSES						
	CALB	9	Calamagrostis brachytricha / Korean Feather Reed Grass	3`H x 2`W	#1 Cont.	POT
	CAKF	109	Calamagrostis x acutiflora `Karl Foerster` / Feather Reed Grass	4`H x 2`W	2 GAL.	POT
	PANI	12	Panicum virgatum `Northwind` / Northwind Switch Grass	4`H x 2`W	#1 Cont.	POT
PERENNIALS						
	HOBA	11	Hosta x `Blue Angel` / Plantain Lily	2.5`H x 4`W	1 GAL.	POT
	NEPW	19	Nepeta racemosa `Snowflake` / Snowflake White Catmint	2`H x 2`W	#2 Cont.	POT
	NEPP	23	Nepeta racemosa `Walker's Low` / Walker's Low Catmint	2`H x 2`W	#2 Cont.	POT
	RUDP	45	Rudbeckia purpurea / Purple Coneflower	2`H x 2`W	#1	POT
	SEDU	71	Sedum x `Autumn Joy` / Autumn Joy Sedum	2`H x 2`W	#2	POT
GROUND COVERS						
	ANDO	224	Andropogon gerardii / Big Bluestem	6`H x 3`W	1 GAL.	POT

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PROJECT

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ROGERS, MN

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Joshua K. Popehn
License No: 44-8O-3

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LANDSCAPE PLAN - OVERALL
L2.1

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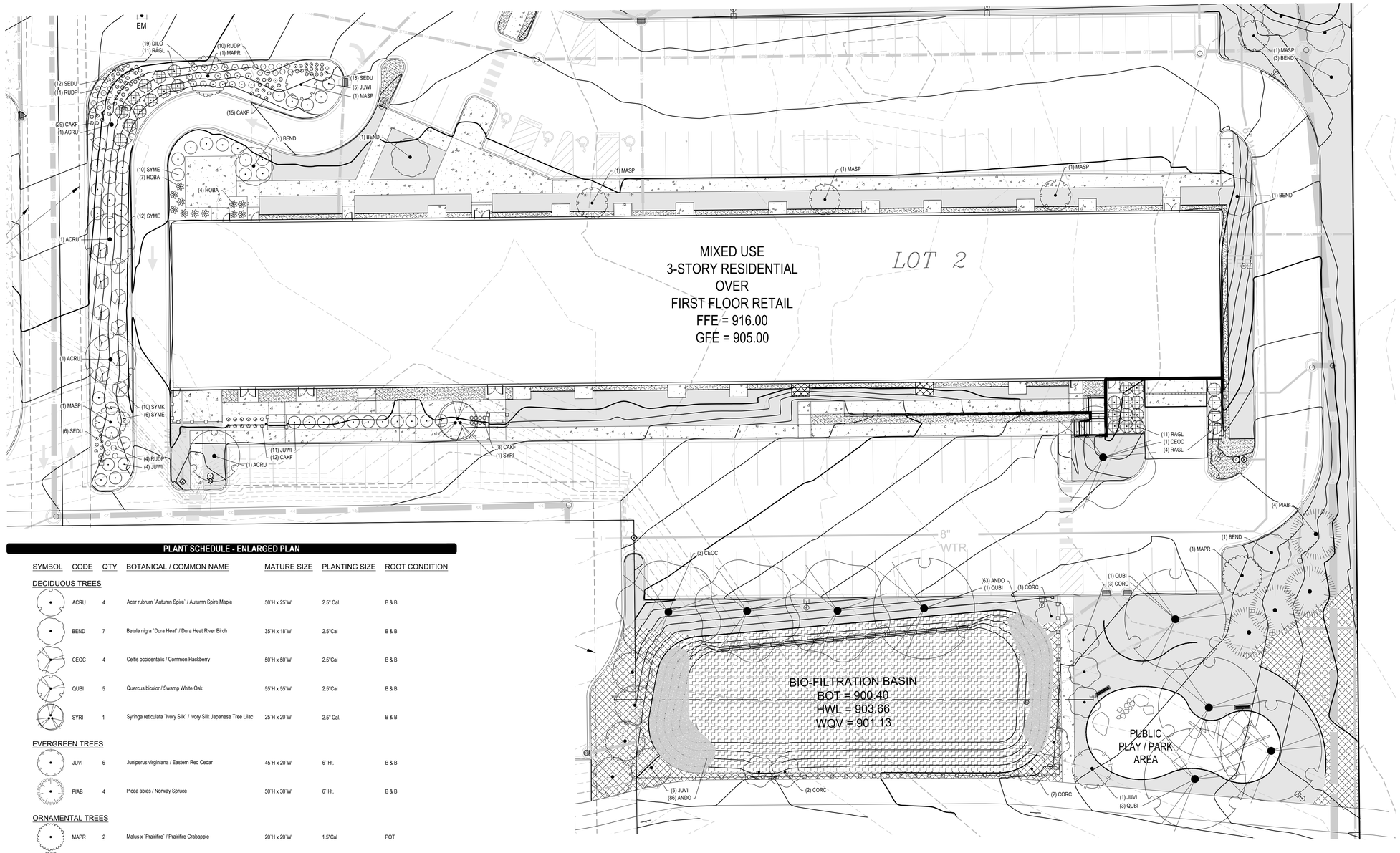

PLANT SCHEDULE - ENLARGED PLAN

SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	MATURE SIZE	PLANTING SIZE	ROOT CONDITION
DECIDUOUS TREES						
	ACRU	4	Acer rubrum `Autumn Spire` / Autumn Spire Maple	50`H x 25`W	2.5" Cal.	B & B
	BEND	7	Betula nigra `Dura Heat` / Dura Heat River Birch	35`H x 18`W	2.5"Cal	B & B
	CEOC	4	Celtis occidentalis / Common Hackberry	50`H x 50`W	2.5"Cal	B & B
	QUBI	5	Quercus bicolor / Swamp White Oak	55`H x 55`W	2.5"Cal	B & B
	SYRI	1	Syringa reticulata `Ivory Silk` / Ivory Silk Japanese Tree Lilac	25`H x 20`W	2.5" Cal.	B & B
EVERGREEN TREES						
	JUVI	6	Juniperus virginiana / Eastern Red Cedar	45`H x 20`W	6` Ht.	B & B
	PIAB	4	Picea abies / Norway Spruce	50`H x 30`W	6` Ht.	B & B
ORNAMENTAL TREES						
	MAPR	2	Malus x `Prairifire` / Prairifire Crabapple	20`H x 20`W	1.5"Cal	POT
	MASP	6	Malus x `Spring Snow` / Spring Snow Crab Apple	25`H x 20`W	1.5"Cal	POT
SHRUBS						
	CORC	8	Cornus racemosa / Gray Dogwood	12`H x 15`W	5 GAL.	POT
	DILO	19	Diervilla lonicera / Dwarf Bush Honeysuckle	4`H x 3`W	#3 Cont.	POT
	JUWI	20	Juniperus horizontalis `Wiltonii` / Blue Rug Juniper	0.5`H x 7`W	3 GAL.	POT
	RAGL	26	Rhus aromatica `Gro-Low` / Gro-Low Fragrant Sumac	2`H x 7`W	2 GAL.	POT
	SYME	28	Syringa meyeri `Palibin` / Dwarf Korean Lilac	5`H x 6`W	3` HEIGHT	POT
	SYMK	10	Syringa pubescens `Miss Kim` / Miss Kim Korean Lilac	6`H x 6`W	3 GAL.	POT
GRASSES						
	CAKF	64	Calamagrostis x acutiflora `Karl Foerster` / Feather Reed Grass	4`H x 2`W	2 GAL.	POT
PERENNIALS						
	HOBA	11	Hosta x `Blue Angel` / Plantain Lily	2.5`H x 4`W	1 GAL.	POT
	RUDP	25	Rudbeckia purpurea / Purple Coneflower	2`H x 2`W	#1	POT
	SEDU	36	Sedum x `Autumn Joy` / Autumn Joy Sedum	2`H x 2`W	#2	POT
GROUND COVERS						
	ANDO	149	Andropogon gerardii / Big Bluestem	6`H x 3`W	1 GAL.	POT

GENERAL NOTES

1. For construction Staking and Surveying services contact Landform at 612.252.9070.

LANDSCAPE NOTES

2. Contact Utility Service providers for field location of services 72 hours prior to beginning.
3. Coordinate installation with Contractors performing related work.
4. Seed mixtures (BWSR Shallow Rooted BMP mix) as defined in current BWSR Seed Mix manual and (MNDOT Native Construction 32-241 mix)as defined in current MNDOT Seeding Manual. Native Seeds shall be of Minnesota origin and certified by the Minnesota Crop Improvement Association (MCIA). Provide verifying documentation to the Owner 30 days minimum prior to installation.
5. Plant material shall conform to the American Association of Nurserymen Standards and be of hardy stock, free from disease, infestation, damage, and disfiguration.
6. All existing deciduous/coniferous trees are to be trimmed of dead wood and pruned to a natural uniform shape.
7. Planting soil shall consist of 4 parts topsoil to 1 part peat humus, with 3 pounds of commercial fertilizer added per cubic yard.
8. Spread a minimum of (4) inches of topsoil and sod all turf areas disturbed by Construction.
9. Follow current MNDOT Seeding Manual for planting instructions for establishment of native seed and provide coordination for required erosion prevention and sediment control.
10. Edge planting beds with 6-inch Black Vinyl Edging (Black Diamond or approved equal) except where adjacent to curbing, walks or buildings.
11. Place plants according to layout with proper nominal spacing. For discrepancy between the number of plants on the Schedule and the number shown on the Drawing, the Drawing shall govern. Quantities listed in plant schedule are for this sheet only. See sheet L2.1 for total quantities for design.
12. See Details for depth of planting soil.
13. Install 4 inch depth of triple-shredded hardwood mulch in Shrub Bed Areas.
14. Install 2 to 3 inch depth of triple-shredded hardwood mulch in Perennial Bed Areas.
15. Install a 4-foot diameter triple-shredded hardwood mulch dish around trees not placed within a Shrub or Perennial Planting Bed. Edging is not required, unless noted otherwise.
16. Install 2 to 3 inch (nominal size) grey trap rock to a depth of 4 inches. Landscape fabric shall be installed under all areas of rock mulch. Secure all edges and seams of fabric with 6-inch landscape staples.
17. Irrigation is required. Irrigation shall be designed by irrigation contractor. Contractor shall submit design plan and all shop drawings and system components to Landscape Architect for review, prior to purchase and installation. Contractor shall follow all applicable codes and obtain all necessary permits from local jurisdiction.
18. All plant material shall have a 2-year warranty. The warranty shall begin after the last plant has been installed and the Landscape Architect has approved the installation. Landscape contractor is responsible for replacing any and all plant material that dies during the warranty period. Landscape contractor shall assume all costs to any replacements. All replacements shall be same species and sizes and equal or better vigor as original installation.

LEGEND

- Sod
- Seed mix: MNDOT Native Construction (32-241) seed at rate of 38 lbs/acre
- Seed mix: BWSR Shallow Rooted BMP seed at rate of 41.31 lbs/acre
- Rock mulch

Know what's **Below.** **Call** before you dig.

NORTH

0 20 40

DEVELOPER

ASGUARD ACQUISITIONS, LLC.
7535 River Road Northeast
Otsego, MN 55330
TEL 612-598-3920

MUNICIPALITY

ROGERS MN

PROJECT

ASGUARD PHASE 2
ROGERS, MN

ISSUE / REVISION HISTORY

CONTACT ENGINEER FOR ANY PRIOR HISTORY

DATE	ISSUE / REVISION	REVIEW
AUG 28 2024	CLIENT REVIEW SET	SES

CERTIFICATION

I hereby certify that this plan was prepared by me, or under my direct supervision, and that I am a duly Licensed Landscape Architect under the laws of the state of MINNESOTA.

Jiahua K. Pogehn

License No: 44803

Signature shown is a digital reproduction of original. Wet signed copy of this plan on file at Landform Professional Services, LLC office and is available upon request.

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CLIENT REVIEW SET
08.28.2024

LANDFORM
From Site to Finish

105 South Fifth Avenue
Suite 513
Minneapolis, MN 55401
Tel: 612-252-9070
Fax: 612-252-9077
Web: landform.net

FILE NAME L202ASG001-001.DWG
PROJECT NO. ASG20001-001

ENLARGED PLAN - MIXED USE
L2.2

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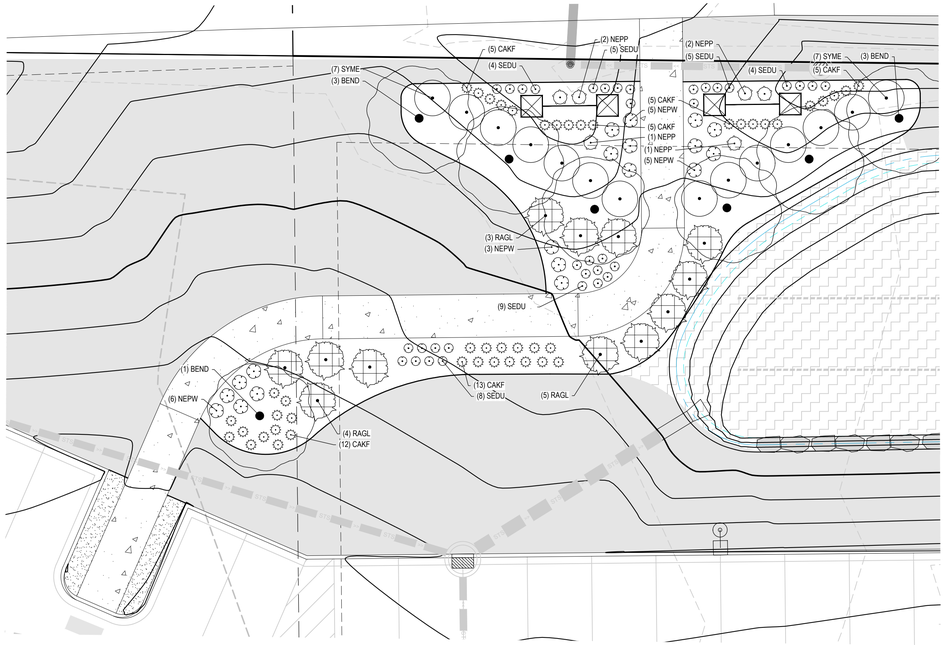
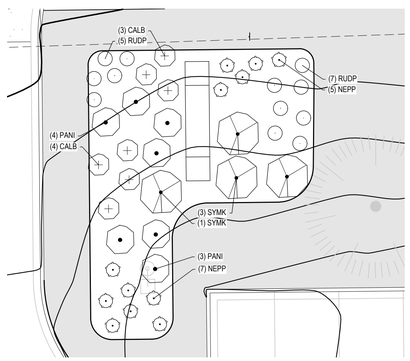


3

FEATURE AREA

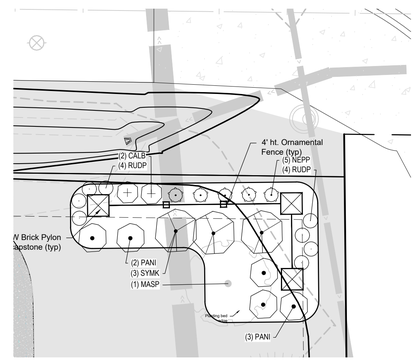
Scale : 1" = 10'



2

ENTRY MONUMENT

Scale : 1" = 10'



1

ORNAMENTAL PYLON FEATURE

Scale : 1" = 10'

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LEGEND

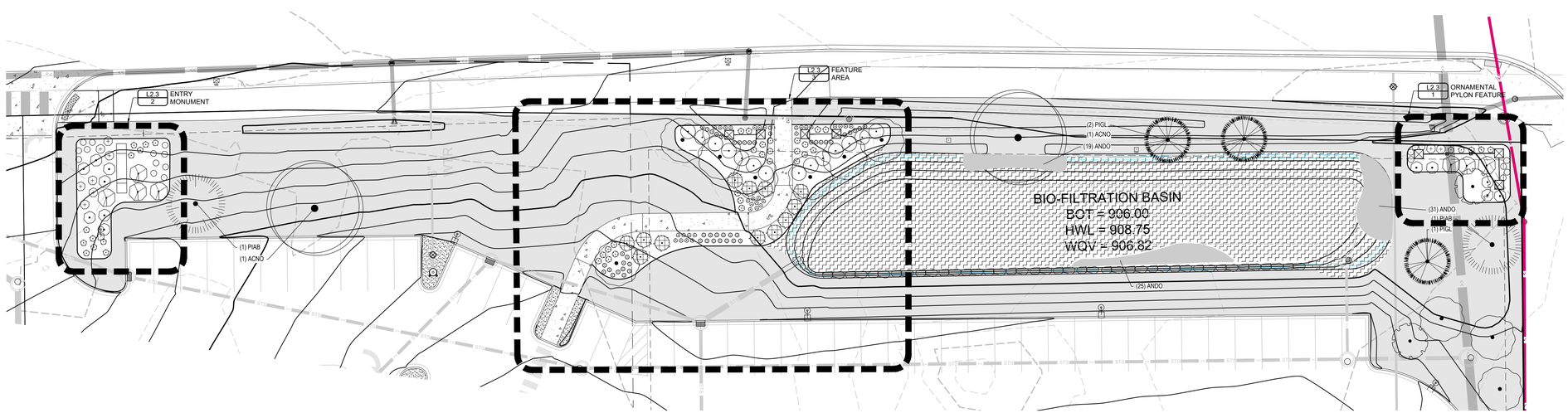
Sod

Rock mulch

PLANT SCHEDULE - ENLARGED PLAN

PLANT SCHEDULE FRONT ENTRY

SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	MATURE SIZE	PLANTING SIZE	ROOT CONDITION
DECIDUOUS TREES						
	ACNO	2	Acer rubrum `Northwood` / Northwood Maple	50`H x 40`W	2.5"Cal	B & B
	BEND	7	Betula nigra `Dura Heat` / Dura Heat River Birch	35`H x 18`W	2.5"Cal	B & B
EVERGREEN TREES						
	PIAB	2	Picea abies / Norway Spruce	50`H x 30`W	6` Ht.	B & B
	PIGL	3	Picea glauca / White Spruce	50`H x 20`W	6`	B & B
ORNAMENTAL TREES						
	MASP	1	Malus x `Spring Snow` / Spring Snow Crab Apple	25`H x 20`W	1.5"Cal	POT
SHRUBS						
	RAGL	12	Rhus aromatica `Gro-Low` / Gro-Low Fragrant Sumac	2`H x 7`W	2 GAL.	POT
	SYME	14	Syringa meyeri `Palibin` / Dwarf Korean Lilac	5`H x 6`W	3` HEIGHT	POT
	SYMK	7	Syringa pubescens `Miss Kim` / Miss Kim Korean Lilac	6`H x 6`W	3 GAL.	POT
GRASSES						
	CALB	9	Calamagrostis brachytricha / Korean Feather Reed Grass	3`H x 2`W	#1 Cont.	POT
	CAKF	45	Calamagrostis x acutiflora `Karl Foerster` / Feather Reed Grass	4`H x 2`W	2 GAL.	POT
	PANI	12	Panicum virgatum 'Northwind' / Northwind Switch Grass	4`H x 2`W	#1 Cont.	POT
PERENNIALS						
	NEPW	19	Nepeta racemosa 'Snowflake' / Snowflake White Catmint	2`H x 2`W	#2 Cont.	POT
	NEPP	23	Nepeta racemosa 'Walker's Low' / Walker's Low Catmint	2`H x 2`W	#2 Cont.	POT
	RUDP	20	Rudbeckia purpurea / Purple Coneflower	2`H x 2`W	#1	POT
	SEDU	35	Sedum x `Autumn Joy` / Autumn Joy Sedum	2`H x 2`W	#2	POT
GROUND COVERS						
	ANDO	75	Andropogon gerardii / Big Bluestem	6`H x 3`W	1 GAL.	POT



DEVELOPER

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Otsego, MN 55330
TEL 612-598-3920

MUNICIPALITY

ROGERS MN

PROJECT

ASGUARD PHASE 2

ROGERS, MN

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Joshua K. Popehn

License No: 44803

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Suite 513
Minneapolis, MN 55401
Tel: 612-252-9070
Fax: 612-252-9077
Web: landform.net

FILE NAME L203ASG001-001.DWG

PROJECT NO. ASG20001-001

ENLARGED PLAN - 141ST AVE NORTH

L2.3

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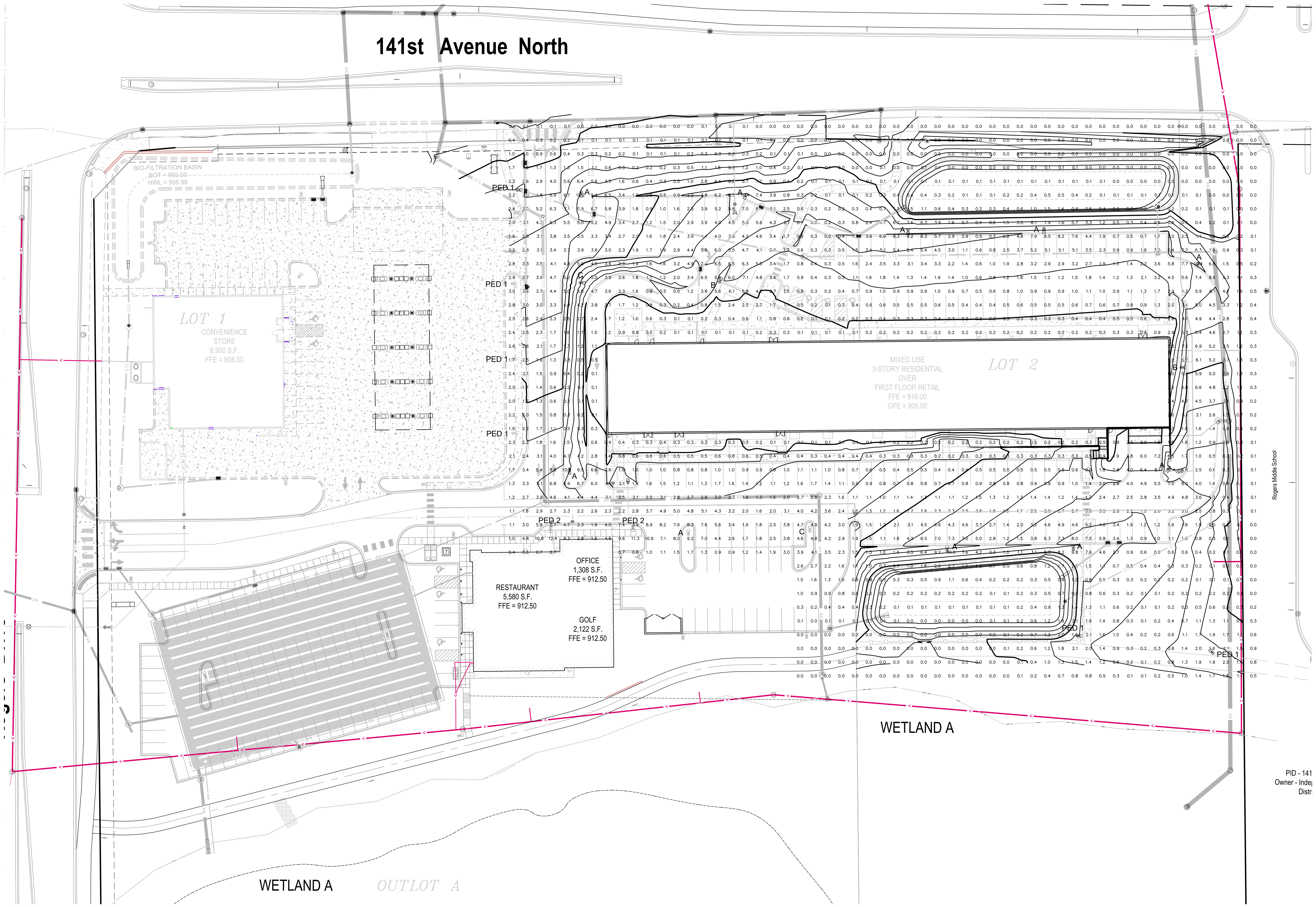

PHOTOMETRICS NOTES

1. COORDINATE WITH ELECTRICAL CONTRACTOR TO PROVIDE CONDUITS FOR SITE LIGHTING.
2. PHOTOMETRIC CALCULATIONS BASED ON LEOTEK FIXTURES AND KIM LIGHTING FIXTURES. IF AN ALTERNATIVE FIXTURE(S) IS SELECTED, CONTRACTOR SHALL ENSURE ALL CITY CODE REQUIREMENTS ARE MET PRIOR TO PURCHASE AND INSTALLATION.
3. LIGHT POLE BASE TO BE DESIGNED AND PROVIDED BY OTHERS.

KIMLIGHTING®

DATE: | LOCATION:
TYPE: | PROJECT:
CATALOG #:

SRSP2
DECORATIVE AND POST TOP

Solitaire®

FEATURES
- TIR Optics
-
- Available in 580nm, 3000K, 4000K and 5000K standard CCT
- Type 1, 2, 3, 4W, 5QM, 5W distributions
- 0 - 10V dimming drivers standard
- IP66 optic assembly

cULus LISTED

RELATED PRODUCTS
Intent KFL LTV8

PHOTOMETRY / DELIVERED LUMENS / DIMENSIONS

SPECIFICATIONS

CONSTRUCTION
- One piece non die-cast housing, low copper (<0.6% Cu) Aluminum Alloy with integral cooling ribs over the optical chamber and electrical compartment
- All hardware is stainless steel or electro-zinc plated steel
- Finish: fade and abrasion resistant, electrostatically applied, thermally cured, triglycidal isocyanurate (TGIC) polyester powdercoat
- One-piece die-cast, low copper (<0 6% Cu) aluminum alloy lens frame.
- Silicone gaskets seal the compartments at the barrier surface.

INSTALLATION
- Fixtures must be grounded in accordance with national, state and/or local electrical codes. Failure to do so may result in serious personal injury

OPTICS
- Optical cartridge system consisting of a die cast heat sink, LED engine, TIR optics, gasket and bezel plate
- Cartridge is easily disassembled to replace components. Optics are held in place without the use of adhesives
- Molded silicone gasket ensures a weatherproof seal around each individual LED

OPTICS (CONTINUED)
- Features revolutionary individual LED optical control based on high performance TIR optical designs
- Clear Acrylic lens is standard
- Optional BackLight Control for complete control of unwanted backlight
- IP66 Optical assembly
- Type 1, 2, 3, 4W, 5QM, and 5W standard distributions. Custom available
- Amber, 3000K, 4000K, 5000K standard CCT. Custom available
- Die-cast, low copper aluminum heat sink modules provide thermal transfer at PCB level
- Anodized aluminum heat sink modules

ELECTRICAL
- Dimming range from 10% to 100% through the use of standard 0-10V interface on the programmable driver
- Modular wiring harness in the service area provides user access to the dimming circuitry
- Optional factory programmed dimming profile
- Surge protection: 10kV surge suppression
- SF for 120, 277, 347 Line volts
  DF for 208, 240, 480 Line volts
- Wiring: 14GA wires rated 150°C

CONTROLS
- Optional PC 7 Pin Receptacle 7-pin construction allows for a user-defined interface and provides a controlled definition of operational performance. ANSI twist-lock control module by-others
- Button Photocell
- Consult factory for additional sensors.

CERTIFICATIONS AND LISTINGS
- Listed to UL1598 and CSA C22.2#250.0-24 for wet locations
- RoHS compliant

WARRANTY
- 5 year warranty
- See HLI Standard Warranty for additional information

KEY DATA	
Lumen Range	3155–15616
Wattage Range	58.31–135.6
Efficacy Range (LPW)	49.9–124.8
Reported Life (Hours)	L70/60,000
Weight	45 lbs / 20.41 kg
EPS Front View / Side View	1.5

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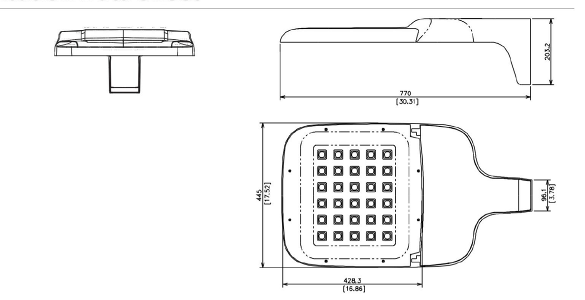
HUBBELL Lighting

LEOTEK® LITE-ON GROUP

Project
Type
Catalog No.

ARIETA® 18 Architectural LED Area Luminaire
AR18 M2 Series Specification Data Sheet

Luminaire Data
Weight 24 lbs [10.9 kg]
EPA 0.55 ft²



Ordering Information
Sample Catalog No. AR18 20M2 MV NW 3 DB 700 HSS

Product	LED Code	Voltage	Nominal Color Temperature	Distribution	Finish[1]	Drive Current Code[2]	Options
AR18	6M2 10M2 15M2 18M2 20M2 24M2 30M2	MV 120-277V HV 347-480V	WW 3000K NW 4000K CW 5000K	2 Type 2 3 Type 3 4 Type 4 5 Type 5	BK Black DB Dark Bronze (RAL6022) DB1 Dark Bronze (RAL8019) WH White GY Gray NA Natural Aluminum	350 530 700	HSS[3] House Side Shield (Factory Installed) FDC[4] Fixed Drive Current FFA[5] Full Field Adjustabilty PCR[6] NEMA Photocontrol Receptacle PCR7[6] ANSI 7-wire Photocontrol Receptacle PCR7-CR[7] Control Ready 7-wire Photocontrol Receptacle MSL7[8] Motion Sensor with L7 Lens MSL3[8] Motion Sensor with L3 Lens PND1[9] Part-Night Dimming PND2[9] Part-Night Dimming PND3[9] Part-Night Dimming ORR Optics Rotated Right ORL Optics Rotated Left WL Utility Wattage Label

Notes:
1 Black, Dark Bronze, White, Gray, or Natural Aluminum standard. DB (RAL6022) is our original dark bronze. DB1 (RAL8019) is a new dark bronze option. Consult factory for other finishes. See page 2 for specifications.
2 Specified drive current code is the factory set maximum drive current. Field adjustable current selector enables standard dimming to lower wattage drive currents only. Consult factory if wattage limits require a special drive current.
3 Flush mounted shield factory installed, also available for field installion. House Side Shield cuts light off at 1/2 mounting height behind luminaire.
4 Non-field adjustable drive current. Specify 350mA, 530mA or 700mA setting.
5 The FFA option enables full field adjustability from the specified drive current code to all drive currents available. This option is not DLC qualified.
6 Field adjustable current selector included to enable standard dimming to lower wattage drive currents only. Field changeable connectors included to enable connection to PCR7 (wireless node dimming is disabled by default).
7 Control-ready wired at factory for wireless node dimming. Supplied at maximum drive current. If lower drive current is required, consult factory.
8 Motion Sensor available with MV or HV. See L7 or L3 Lens coverage details on page 5. Consult factory for MS specified with ANSI 7-wire Photocontrol Receptacle. PCR option is required for On/Off control using light detection.
9 For PND profile options see page 6. Only available with MV (120-277V).
10 Specify Color (GY, DB, DB 1, BK, WH, NA)
11 Specify MV (120-277V) or HV (347V or 480V)

Accessories*	
HSSAR18[3,10]	House Side Shield
RPA[10]	Round Pole Adapter
PTF1[10]	Square Pole Top Fitter Single
PTF2[10]	Square Pole Top Fitter Twin at 180°
PTF4[10]	Square Pole Top Fitter Quad
WM[10]	Wall Mount
BSK	Bird Deterrent Spider Kit
LLPC[11]	Long-Life Twist Lock Photocontrol
SC	Twist Lock Shorting Cap
FSIR100	Motion Sensor Configuration Tool

*Accessories are ordered separately and not to be included in the catalog number

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AR18_M2_Series_Specification_Sheet_05-11-20. Specifications subject to change without notice.

PHOTOMETRICS SCHEDULE

LUMINAIRE SCHEDULE

CALLOUT	SYMBOL	QUANTITY	MODEL	DESCRIPTION	MOUNTING	DEFAULT ELEVATION
A	o-□	10	Leotek Electronics USA LLC., 1955 Lundy Ave., San Jose, CA 95131, AR18-20M2-MV-NW-4-XX-700 S	Leotek Electronics – Pole arm mount roadway luminaire. This IES file was scaled from AR13-6M2-MV-CW-4-XX-700.	POLE	20'
B	o-□	4	Leotek Electronics USA LLC., 1955 Lundy Ave., San Jose, CA 95131, AR13-20M2-MV-NW-3-XX-700 S	Leotek Electronics – Pole arm mount roadway luminaire. This IES file was scaled from AR13-6M2-MV-NW-3-XX-700.	POLE	20'
C	o-□	2	Leotek Electronics USA LLC., 1955 Lundy Ave., San Jose, CA 95131, AR13-20M2-MV-NW-5-XX-700 S	Leotek Electronics – Pole arm mount roadway luminaire. This IES file was scaled from AR13-6M2-MV-CW-5-XX-700.	POLE	20'
PED1	o-□	7	KIM LIGHTING, SRS2-72L-260-4K7-5W-CP	SOLITAIRE 2.0	POLE	14'
PED2	o-□	2	KIM LIGHTING, SRS2-72L-260-4K7-1	SOLITAIRE 2.0	POLE	14'

811 Know what's Below. Call before you dig.

NORTH
0 40 80

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MUNICIPALITY

ROGERS MN

PROJECT

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105 South Fifth Avenue
Suite 513
Minneapolis, MN 55401
Tel: 612-252-9070
Fax: 612-252-9077
Web: landform.net

FILE NAME L401ASG001-001.DWG
PROJECT NO. ASG20001-001

PHOTOMETRICS
L4.1

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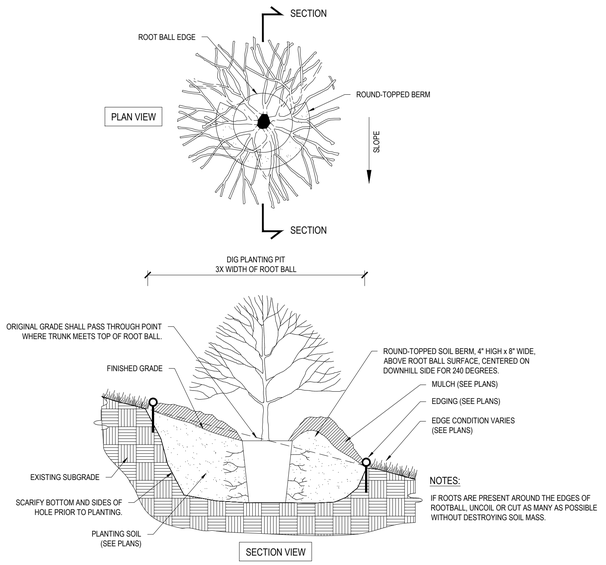
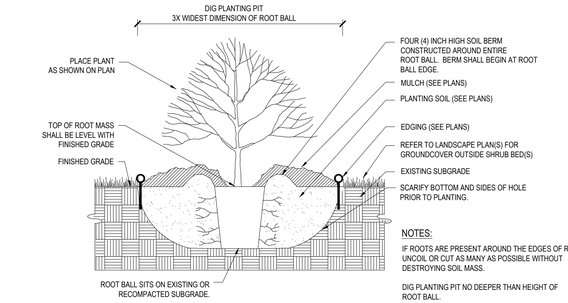


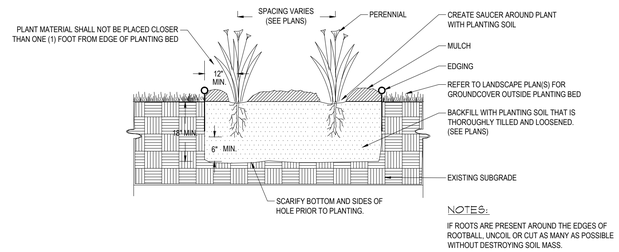
6 STEEP SLOPE PLANTING

NO SCALE



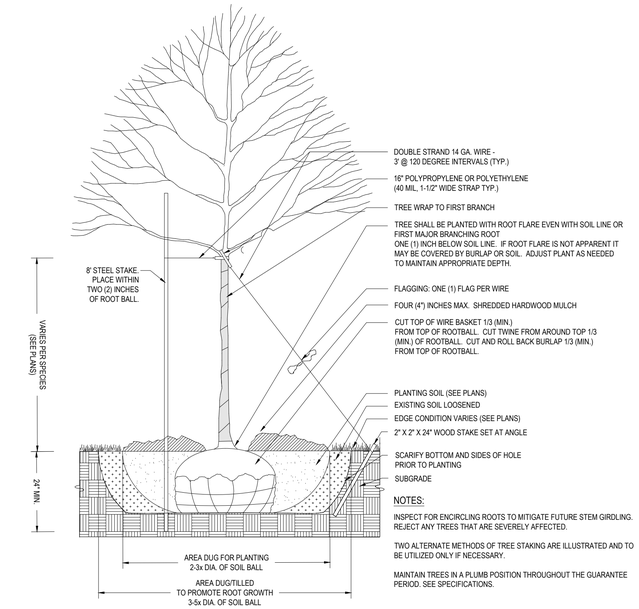
3 SHRUB PLANTING

NO SCALE



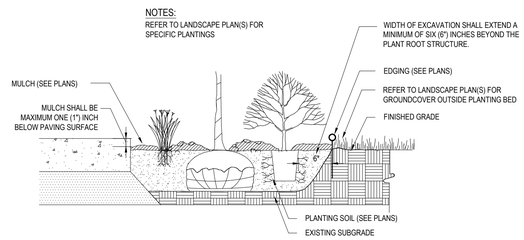
4 PERENNIAL PLANTING

NO SCALE



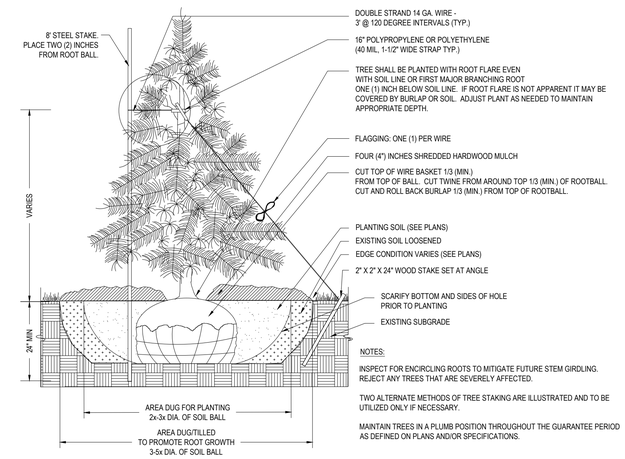
1 DECIDUOUS TREE PLANTING

NO SCALE



5 EDGING AT PLANTING BED

NO SCALE



2 CONIFEROUS TREE PLANTING

NO SCALE

Know what's **Below.**
Call before you dig.

DEVELOPER

ASGUARD ACQUISITIONS, LLC.
7535 River Road Northeast
Otsego, MN 55330
TEL 612-598-3920

MUNICIPALITY

ROGERS MN

PROJECT

ASGUARD PHASE 2
ROGERS, MN

ISSUE / REVISION HISTORY

CONTACT ENGINEER FOR ANY PRIOR HISTORY

DATE	ISSUE / REVISION	REVIEW
AUG 28 2024	CLIENT REVIEW SET	SES

CERTIFICATION

I hereby certify that this plan was prepared by me, or under my direct supervision, and that I am a duly Licensed Landscape Architect under the laws of the state of MINNESOTA.

Joshua K. Popehn
License No: 44803

Signature shown is a digital reproduction of original. Wet signed copy of this plan on file at Landform Professional Services, LLC office and is available upon request.

IF THE SIGNATURE, SEAL OR FOUR LINES DIRECTLY ABOVE ARE NOT VISIBLE, THIS SHEET HAS BEEN REPRODUCED BEYOND INTENDED READABILITY AND IS NO LONGER A VALID DOCUMENT. PLEASE CONTACT THE ENGINEER TO REQUEST ADDITIONAL DOCUMENTS.

CLIENT REVIEW SET
08.28.2024

LANDFORM
From Site to Finish

105 South Fifth Avenue
Suite 513
Minneapolis, MN 55401

Tel: 612-252-9070
Fax: 612-252-9077
Web: landform.net

FILE NAME	L701ASG001-001.DWG
PROJECT NO.	ASG20001-001

LANDSCAPE DETAILS

L7.1

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VARIANCE WORKSHEET

1. Detail specifically the deviation(s) from code proposed (e.g. code requires X ft setback, requesting X ft setback).

Code requires one covered parking stall per apartment unit. We are requesting to reduce the number to 71 parking stalls

2. Describe how the request is in harmony with the general purpose and intent of zoning for the property.

The property will continue to be developed as a mixed use building as previously approved. The request stems from changing market demands that calls for a smaller commercial/fitness space and increased housing.

3. Describe how the request is consistent with the Comprehensive Plan.

The property is already approved for a mixed use development that is consistent with the Comp Plan. The applicant is requesting to reduce the amount of commercial/fitness space in order to better match the current market demand in the area while maintaining the mixed use nature of the development. The Comprehensive Plan encourages development in the mixed use regional land use areas to provide a mix of commercial, residential, office and light industrial uses, with a focus on job creation. The proposed development accomplishes the envisioned use of the land and creates additional jobs.

4. Describe why the proposed use is reasonable.

The development meets the total parking requirements it is only a question of the 1:1 ratio of covered parking in order to adjust the design of the building to better reflect the current market needs. Because we have found that studio/alcove renters do not generally pay extra for underground parking and it is less than 100% of the remaining units that want to pay for covered parking, we believe 71 parking stalls is sufficient for 89 units.

5. Describe the following: *circumstances unique to the property, why the need for the variance was not created by the property owner, and why the need is not solely based on economic considerations.*

As we have confirmed during the construction of the Broadway building, the property has a particularly high water table given its proximity to the large City holding pond. Because of this water table, we are constrained on the ability to add more underground parking.

6. Describe why the variance would not alter the essential character of the neighborhood.

Because the development has adequate surface parking with the parking already approved, the variance will not result in any additional impervious surface. As such it will not alter the character of the neighborhood.

STAFF REPORT **Meeting Date**: October 22, 2024

ROGERS CITY COUNCIL **Agenda Item**: 7.2

Subject: Approval to Hire Devon Bainey as the Information Systems Network Technician
Prepared By: Jason Greninger

Overview / Background / Analysis
This is a backfill position that has been open since October 2. Out of 49 applications received, staff interviewed 11 applicants in a first-round Teams interview and invited four of those applicants in for an in-person interview. The panel consisting of Chief Wills, Assistant Administrator/HR Director Scharber, IS Network Administrator Johnson, and me unanimously selected Devon Bainey, and provided him with a conditional job offer on October 11th.

Mr. Bainey provides three years of experience working in technology, including the Sherburne County Sheriff Department. He is currently a Help Desk Specialist with the Bank of Elk River. Before his career in information technology, he was an aircraft mechanic in the United States Marine Corps.

Devon will provide valuable experience with managing mobile data computers in the Police and Fire squads, along with excellent customer service.

Pending Council approval and a background investigation, Devon's expected start date is November 7.

Staff Recommendation
Motion to hire Devon as the Information Systems Network Technician.

Financial Impact: **Source Fund**:

Budgeted? Yes

Supporting Documentation
None

STAFF REPORT **Meeting Date**: October 22, 2024

ROGERS CITY COUNCIL **Agenda Item**: 7.3

Subject: Items relating to Indoor Multipurpose Turf Facility:

- Accept Bids and Award Contract for Construction Bid Package 2, City Project No. 2201 and Assign Prime Contracts to Terra Construction as the City's Construction Manager
- Approve Professional Service Agreement with AET for Special Inspections for Construction Bid Package 2, City Project No. 2201

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

Overview / Background / Analysis

The City of Rogers desires to construct a multi-purpose year around synthetic turf athletic facility that will be used for soccer, baseball, softball, lacrosse, football, walking and exercise. The anchor of the project is a National Federation of State High School Associations (NFHS) full-sized soccer field under a pre-engineered stretched-fabric structure (PEFS). The relationship with the PEFS suppliers was established through an RFP process in order to see competitive pricing. On August 27, 2024, the City Council awarded a contract for the turf structure to Legacy Building Solutions for $4,375,902 with two alternates totaling $144,895 for a total construction cost of $4,420,391 and an estimated total project cost of $4,800,000. Since the PEFS was bid with the design intent of Bid Package 2, additional modifications to the PEFS roof for snow block, gutters and downspouts had to be added due to the final design at a cost of $144,895 (Bid Pack #02 Revisions).

On October 15, 2024, Terra Construction, the city's Construction Manager (CM) for the project, publicly opened and read aloud the bids for the Indoor Multipurpose Turf Facility Construction Bid Package 2 which includes the site work, entrance, restrooms, programming areas, electrical, mechanical, plumbing and the artificial turf. 84 bidders submitted bids as shown on the attached Rogers Turf Bid Category Tabulation. Also attached is the bid award recommendation letter from Terra Construction. Staff recommends accepting the bids and awarding contracts to the lowest bidders in the following bid categories:

2.01 BID CATEGORY LIST

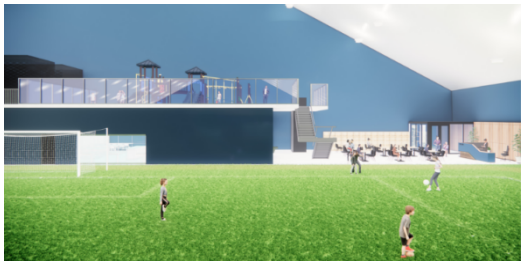
- Bid Category 01A: Final Clean
- Bid Category 03A: Concrete
- Bid Category 03D: Precast Concrete
- Bid Category 05C: Steel (Supply & Install)
- Bid Category 06A: Carpentry
- Bid Category 06E: Casework
- Bid Category 07F: Waterproofing & Air Barriers
- Bid Category 07N: Joint Sealants
- Bid Category 08A: Doors & Hardware
- Bid Category 08C: Glass & Glazing
- Bid Category 08G: Overhead Doors
- Bid Category 09A: Gypsum Board
- Bid Category 09B: Tile
- Bid Category 09C: ACT
- Bid Category 09E: Flooring
- Bid Category 09J: Painting
- Bid Category 10A: Specialties (Material)
- Bid Category 12A: Window Treatments
- Bid Category 13G: Athletic & Recreation Specialties
- Bid Category 13H: PEFS (REFERENCE ONLY)
- Bid Category 14A: Elevator
- Bid Category 21A: Fire Sprinkler
- Bid Category 22A: Plumbing
- Bid Category 23A: HVAC
- Bid Category 26A: Electrical
- Bid Category 31C: Earthwork & Utilities
- Bid Category 32A: Bituminous
- Bid Category 32B: Site Concrete
- Bid Category 32D: Athletic Surfaces
- Bid Category 32F: Landscaping

There were also 6 alternates included in the bid package as follows:

- Alternate #01: PRECAST MEZZANINE
- Alternate #02: MWSTS PRO SPLIT OR MST PRO BLEND IN LIEU OF PIVOT - TURF
- Alternate #03: MWSTS IRON TURF IN LIEU OF PIVOT - TURF
- Alternate #04: SURFACE MOUNT OUTLETS AND SWITCHES - INCLUDED IN PEFS BID AWARD
- Alternate #05: BREAK METAL TRIM AROUND WINDOWS AND OPENINGS - INCLUDED IN PEFS BID AWARD
- Alternate #06: WINTER CONDITIONS

Alternate #01: PRECAST MEZZANINE. The base bid specified a single level programming area with space for a teen room, storage and future office or programming space. Space for an indoor play structure would be on the ground level near the lobby area. Alternate #01 specified a mezzanine level for additional programming and space for a play structure. This alternate requires the use of a precast building structure, stairs, a chair lift, wire mesh guardrail and a tempered glass wind wall for an observation deck. See below for renderings of the base bid and Alternate #01.

Base Bid



Alternate #01

The total cost for all bid categories for Alternate #01 is $961,898 plus CM contingency, permits, insurance, bonds and fees. The largest portion of this additional cost is the concrete ($83,600), steel ($67,100), precast concrete ($349,666), glass & glazing ($303,300) and flooring ($67,000) but there are also nominal deducts. Staff believes Alternate #01 provides much more flexibility for programming and makes much more efficient use of the space and should be selected. As noted in Terra Construction's bid award recommendation, the apparent low subcontractors for carpentry, tile, and flooring will change if Alternate #01 is accepted. The resolution awarding the contracts has been drafted to include the low bidders based on selecting Alternate #01.

Alternates #02 and #03: TURF. The base bid for turf, while not specified as "Pivot by Tencate", was specified as a NON-FILLED Synthetic Turf System that supplies a high-quality playing surface for soccer-specific and multi-purpose athletic use like well-maintained natural grass. Alternates #02 and #03 were for turf products other than those specified in an attempt to get competitive bids and for pricing comparison purposes.

Pivot is the only common turf on the market that contains no infill, no microplastics and no PFAS. The selected turf has a 12-year warranty and is made in the USA. According to the manufacturer's literature, Pivot by Tencate is the future of sports surfacing. Designed with extensive feedback from top-level athletes, Pivot is the highest performing, most durable surface Tencate has ever designed or manufactured. It provides ultimate performance for footing, surface contact, release and in ball bounce and ball speed categories. Offering the industry’s only 12-year non-prorated warranty, Pivot can last up to 50% longer than traditional infill systems. Additionally, Pivot is the environmentally-friendly choice – no infill is needed, and a real-grass feel is achieved without any resource-intensive maintenance.

The city's architect toured two Pivot fields in Arkansas and also played soccer on both and had glowing remarks about its feel and play. Staff does not recommend selecting any of the alternates as they are inferior products at roughly the same price.

Alternates #04 and #05: These alternates were included in the PEFS bid award.

Alternate #06: WINTER CONDITIONS. This alternate was included to determine the financial significance of completing primarily with concrete and earthwork and utilities. The total cost for all bid categories for Alternate #06 is $72,192.96 plus CM

contingency, permits, insurance, bonds and fees. The largest portion of this additional cost is concrete ($48,100) and earthwork and utilities ($15,000). Staff suggests adding this alternative so work can progress through the winter to maintain an aggressive schedule.

Proposals were solicited from two testing companies for the required special inspections of the Turf Facility construction (excavation observations and soil testing, reinforcing steel observations, concrete testing, welded and bolted connection observation, floor slab and subgrade testing, and bituminous testing). Braun Intertec's proposal was $37,322 and American Engineering and Testing (AET) was $29,962.00. Terra Construction and staff evaluated both proposals and found them to be comparable. However, based on the fee, AET was selected. AET did the testing for the Turf Facility site preparation and Fire Station 2 and their work has been acceptable.

The total estimated construction cost for Bid Package 2 based on the low bids with Alternatives #01 and #06 is $7,313,336. The total estimated construction cost for the project including the PEFS is $11,878,622 and the total estimated project cost including engineering, architecture, administration, CM contingency, permits, insurance, bonds, testing and fees is $13,399,263.96. Furniture, fixtures, and equipment (FFE) is currently estimated at $150,000 plus the cost of an indoor play structure (cost TBD) which could also be purchased using Fund 404, Park Dedication and WAC and SAC (cost TBD).

Staff Recommendation

Motion to Approve Resolution No. 2024-15 Accepting Bids and Awarding Contracts for Indoor Multipurpose Turf Facility Construction Bid Package 2, City Project No. 2201 and Assign Prime Contracts to Terra Construction as the City's Construction Manager

Motion to Approve Professional Service Agreement with AET for Special Inspections for Indoor Multipurpose Turf Facility Construction Bid Package 2, City Project No. 2201

Financial Impact: **Source Fund**: LOST

Budgeted? Yes

Supporting Documentation

A. Resolution_Awarding_Contract Turf BP2
B. Terra Construction Rogers Turf Recommendation for Award
C. Rogers Turf Bid Category Tabulation
D. Rogers Turf Bid Category Tabulation Summary REV2
E. Assignment of Prime Contracts-Turf Bid Package 2
F. AET - Special Inspections - Turf Building
G. Braun Intertec - Special Inspections - Turf Building
H. AET Consultant Professional Services Agreement

RESOLUTION NO. 2024-105

A RESOLUTION ACCEPTING BIDS AND AWARDING CONTRACTS FOR INDOOR MULTIPURPOSE TURF FACILITY CONSTRUCTION BID PACKAGE 2, CITY PROJECT NO. 2201 AND TO ASSIGN PRIME CONTRACTS TO TERRA CONSTRUCTION AS THE CITY'S CONSTRUCTION MANAGER

WHEREAS, pursuant to an advertisement for bids for Improvement No. 2201, bids were received, opened, and tabulated according to the law, and the following bids were received complying with the advertisement:

Bid Category 01A: Final Clean

Bidder	Base Bid
No bidders – Solicit quotes, included as an allowance	

Bid Category 03A: Concrete

Bidder	Base Bid	Alternate #01	Alternate #06
Hollenbeck & Nelson	$559,000.00	$83,600.00	$49,000.00

Bid Category 03D: Precast Concrete

Bidder	Base Bid	Alternate #01
Taracon Precast	$0.00	$349,666.00

Bid Category 05C: Steel (Supply & Install)

Bidder	Base Bid	Alternate #01
KMH Steel Erectors	$9,200.00	$67,100.00

Bid Category 06A: Carpentry

Bidder	Base Bid	Alternate #01
Kellington	$152,750.00	($18,000.00) deduct

Bid Category 06E: Casework

Bidder	Base Bid
Woodside Industries	$43,487.70

Bid Category 07F: Waterproofing

Bidder	Base Bid
Henkemeyer Coatings	$89,954.00

Bid Category 07N: Joint Sealants

Bidder	Base Bid
No bidders – Solicit quotes, included as an allowance	

Bid Category 08A: Doors, Frames & Hardware

Bidder	Base Bid
Wheeler Hardware Co.	$34,750.00

Bid Category 08C: Glass & Glazing

Bidder	Base Bid	Alternate #01
Ford Metro Inc.	$67,700.00	$303,300.00

Bid Category 08G: Overhead Doors

Bidder	Base Bid
SKOLD Specialty	$15,600.00

Bid Category 09A: Gypsum Board

Bidder	Base Bid	Alternate #01
RTL Construction	$206,939.00	($110,000.00) deduct

Bid Category 09B: Tile

Bidder	Base Bid	Alternate #01
Superset Flooring and Tile	$54,000.00	($5,000.00) deduct

Bid Category 09C: Acoustical Ceilings

Bidder	Base Bid	Alternate #01
Sonus Interiors	$11,170.00	$12,560.00

Bid Category 09E: Flooring

Bidder	Base Bid	Alternate #01
MCI Inc.	$42,877.00	$56,646.00

Bid Category 09J: Painting

Bidder	Base Bid	Alternate #01
Mulcahy Nichols	$34,900.00	$8,960.00

Bid Category 12A: Window Treatments

Bidder	Base Bid
Commercial Shade & Blind	$5,626.00

Bid Category 13G: Athletic & Recreation Specialties

Bidder	Base Bid	Alternate #01
H2I Group	$382,475.00	

Bid Category 14A: Elevator

Bidder	Base Bid	Alternate #01
Arrow Lift	$0.00	$59,306.00

Bid Category 21A: Fire Sprinkler

Bidder	Base Bid	Alternate #01
Breth-Zenzen Fire Prot.	$234,700.00	$1,900.00

Bid Category 22A: Plumbing

Bidder	Base Bid
Precise	$179,920.00

Bid Category 23A: HVAC

Bidder	Base Bid
Cool Air Mechanical	$554,000.00

Bid Category 26A: Electrical

Bidder	Base Bid	Alternate #01
Design Electric	$507,700.00	$19,070.00

Bid Category 31C: Earthwork & Utilities

Bidder	Base Bid	Alternate #06
New Look Contracting	$885,000.00	$15,000.00

Bid Category 32A: Bituminous

Bidder	Base Bid
Northwest Asphalt	$444,500.00

Bid Category 32B: Site Concrete

Bidder	Base Bid
North Country Concrete	$182,800.00

Bid Category 32D: Athletic Surfaces

Bidder	Base Bid
Midwest Sports and Turf	$771,000.00

Bid Category 32F: Landscaping

Bidder	Base Bid
Autumn Ridge Landscape	$149,049.00

WHEREAS, it appears Hollenbeck & Nelson, Taracon Precast, KMH Steel Erectors, Kellington, Woodside Industries, Henkemeyer Coatings, Wheeler Hardware Co., Ford Metro Inc., SKOLD Specialty, RTL Construction, Superset Flooring and Tile, Sonus Interiors, MCI Inc., Mulcahy Nichols, Commercial Shade & Blind, H2I Group, Arrow Lift, Breth-Zenzen Fire Prot., Precise, Cool Air Mechanical, Design Electric, New Look Contracting, Northwest Asphalt, North Country Concrete, Midwest Sports and Turf, and Autumn Ridge Landscaping are the lowest responsible bidders,

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Rogers:

1. The Mayor and City Clerk are hereby authorized to enter into contracts with the aforementioned contractors for Improvement No. 2201 according to the plans and specifications therefor approved by the city council and on file in the office of the city clerk.

2. The City Clerk is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids, except that the deposits of the successful bidder and the next lowest bidder shall be retained until a contract has been signed.

3. The Mayor and City Administrator are hereby authorized to assign prime contracts to Terra Construction as the City's construction manager.

Moved by Councilmember _____, seconded by Councilmember _____.

The following voted in favor of said Resolution: _____

_____.

The following voted against the same: _____.

The following abstained: _____.

WHEREUPON this Resolution was declared duly-passed and adopted, and was signed by the Mayor and attested by the City Clerk this 22nd day of October, 2024.

_____
Mayor

ATTEST:

_____
City Clerk

763.463.0220
877.604.2118

info@terragc.com
terragc.com

October 16, 2024

Attn: Doran Cote
City of Rogers
22350 South Diamond Lake Road
Rogers, MN 55374

RE: Rogers Indoor Turf Facility Bid Package #02 | Recommendations for Award

Dear Mr. Cote,

Terra Construction (Terra) received bids for the above-referenced project. Numerous bids were received, opened, and publicly read aloud for the remaining bid categories. Terra has completed its review of the bids and recommends to the City Council that they award contracts to the low bidders indicated on the attached Bid Summary Tabulation.

Please notify Terra if alternates 1, 2, 3, or 6 are accepted:

- Alternate #1 (Precast Mezzanine)
  - *The apparent low Subcontractors for 06A Carpentry, 09B Tile, 09E Flooring will change if Alternate #01 is accepted.*
- Alternate #2 (Turf – MWSTS Pro Split or MST Pro Blend In Lieu of Pivot)
- Alternate #3 (Turf – MWSTS Iron Turf In Lieu of Pivot)
- Alternate #4 (Outlets and Switches) – *Previously Approved on Bid Package #01*
- Alternate #5 (Break Metal Trim) – *Previously Approved on Bid Package #01*
- Alternate #6 (Winter Conditions)

Note that the assignment of the prime contract will need to be provided by the City of Rogers for Terra to write the contracts for the low bidders to proceed, as well as provide an ST3 for the tax exemption on material purchases.

Please feel free to contact me with any questions.

Respectfully Submitted,

Terra Construction

Jason Whiting
Vice President

Attachment: Bid Summary Tabulation

21025 Commerce Blvd, Suite 1000 // Rogers, MN 55374

Terra CONSTRUCTION
21025 Commerce Blvd., Suite 1000
Rogers, MN 55374

Bid Tabulation

Project Name **Rogers Indoor Turf Facility**
Bid Opening 10/15/2024
Low Bidder **Hallenback & Nelson**

BC-03A Concrete

SUB-CONTRACTOR		Thomsen Construction Services	Hallenback & Nelson	Thompson Construction of Princeton	Voss Plumbing & Heating Air Conditioning	Gresser Companies	Crosstown Masonry Inc.	Northland Concrete & Masonry	Axel Ohman	Kelleher Construction	B&D Associates	Maertens-Brenny
Addenda Acknowledged		yes	yes	yes	yes	yes	yes	yes	yes	yes	yes	yes
Bid Security		yes	yes	yes	yes	yes	yes	yes	yes	yes	yes	yes
Responsible Contractor		yes	yes	yes	yes	yes	yes	yes	yes	yes	yes	yes
BASE BID TOTAL		**$ 628,510.00**	**$ 559,000.00**	**$ 628,928.00**	**$ 787,226.00**	**$ 616,600.00**	**$ 645,000.00**	**$ 632,550.00**	**$ 756,000.00**	**$ 562,515.00**	**$ 687,500.00**	**$ 833,000.00**
	MATERIAL	**$ 325,250.00**	**$ 306,000.00**	**$ 301,885.00**	**$ 300,835.00**	**$ 250,000.00**	**$ 267,352.00**	**$ 225,600.00**	**$ 420,000.00**	**$ 222,555.00**	**$ 317,500.00**	**$ 210,672.00**
	LABOR	$ 303,260.00	$ 253,000.00	$ 327,043.00	$ 486,391.00	$ 366,600.00	$ 377,648.00	$ 406,950.00	$ 336,000.00	$ 339,960.00	$ 370,000.00	$ 622,328.00
Alt #01	Precast Mezzanine	$ 21,500.00	$ 83,600.00	$ 93,960.00	$ 118,579.00	$ 94,200.00	$ 84,600.00	$ 85,350.00	$ 119,800.00	$ 82,347.00	$ 97,200.00	$ 86,000.00
Alt #02	Turf - MWSTS Pro Split or MST in lieu of P	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Alt #03	Turf - MWSTS in lieu of Pivot	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Alt #04	Outlets and Switches in Cavity Wall in lieu	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Alt #05	Break Metal Trim around Openings	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Alt #06	Winter Conditions	$ 48,100.00	$ 49,000.00	$ 71,965.00	$ 122,500.00	$ 16,000.00	$ 65,700.00	$ (11,000.00)	$ 26,000.00	$ 67,504.00	$ 50,700.00	$ 132,000.00
	Alternates Total	$ 69,600.00	$ 132,600.00	$ 165,925.00	$ 241,079.00	$ 110,200.00	$ 150,300.00	$ 74,350.00	$ 145,800.00	$ 149,851.00	$ 147,900.00	$ 218,000.00
BASE BID + ALTERNATES		**$ 698,110.00**	**$ 691,600.00**	**$ 794,853.00**	**$ 1,028,305.00**	**$ 726,800.00**	**$ 795,300.00**	**$ 706,900.00**	**$ 901,800.00**	**$ 712,366.00**	**$ 835,400.00**	**$ 1,051,000.00**

21025 Commerce Blvd., Suite 1000
Rogers, MN 55374

Bid Tabulation

Project Name **Rogers Indoor Turf Facility**
Bid Opening 10/15/2024
Low Bidder **Taracon Precast**

BC-03D Precast Concrete

SUB-CONTRACTOR		Taracon Precast	Wells
Addenda Acknowledged		Yes	yes
Bid Security		yes	yes
Responsible Contractor		yes	yes
BASE BID TOTAL		**$ 0.00**	**$ 0.00**
	MATERIAL	**$ -**	**$ -**
	LABOR	$ -	$ -
Alt #01	Precast Mezzanine	$ 349,666.00	$ 421,000.00
Alt #02	Turf - MWSTS Pro Split or MST in lieu of Pi	$ -	$ -
Alt #03	Turf - MWSTS in lieu of Pivot	$ -	$ -
Alt #04	Outlets and Switches in Cavity Wall in lieu	$ -	$ -
Alt #05	Break Metal Trim around Openings	$ -	$ -
Alt #06	Winter Conditions	$ -	$ -
	Alternates Total	$ 349,666.00	$ 421,000.00
BASE BID + ALTERNATES		**$ 349,666.00**	**$ 421,000.00**

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Bid Tabulation

Project Name **Rogers Indoor Turf Facility**
Bid Opening 10/15/2024
Low Bidder **KMH Steel Erectors**

BC-05C Steel(Supply & Install)

SUB-CONTRACTOR		KMH Steel Erectors
Addenda Acknowledged		yes
Bid Security		yes
Responsible Contractor		yes
BASE BID TOTAL		**$ 9,200.00**
	MATERIAL	**$ 9,200.00**
	LABOR	$ -
Alt #01	Precast Mezzanine	$ 67,100.00
Alt #02	Turf - MWSTS Pro Split or MST in lieu of Pi	$ -
Alt #03	Turf - MWSTS in lieu of Pivot	$ -
Alt #04	Outlets and Switches in Cavity Wall in lieu	$ -
Alt #05	Break Metal Trim around Openings	$ -
Alt #06	Winter Conditions	$ -
	Alternates Total	$ 67,100.00
BASE BID + ALTERNATES		**$ 76,300.00**

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Bid Tabulation

Project Name **Rogers Indoor Turf Facility**
Bid Opening 10/15/2024
Low Bidder **Maertens-Brenny**

BC-06A Carpentry

SUB-CONTRACTOR		Kellington	Maertens-Brenny
Addenda Acknowledged		yes	yes
Bid Security		yes	yes
Responsible Contractor		yes	yes
BASE BID TOTAL		**$ 152,750.00**	**$ 135,000.00**
	MATERIAL	**$ 42,000.00**	**$ 32,736.00**
	LABOR	$ 110,750.00	$ 102,264.00
Alt #01	Precast Mezzanine	$ (18,000.00)	$ 5,000.00
Alt #02	Turf - MWSTS Pro Split or MST in lieu of Pi	$ -	$ -
Alt #03	Turf - MWSTS in lieu of Pivot	$ -	$ -
Alt #04	Outlets and Switches in Cavity Wall in lieu	$ -	$ -
Alt #05	Break Metal Trim around Openings	$ -	$ -
Alt #06	Winter Conditions	$ -	$ -
	Alternates Total	$ (18,000.00)	$ 5,000.00
BASE BID + ALTERNATES		**$ 134,750.00**	**$ 140,000.00**

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Bid Tabulation

Project Name **Rogers Indoor Turf Facility**
Bid Opening 10/15/2024
Low Bidder **Woodside Industries**

BC-06E Casework

SUB-CONTRACTOR		Woodside Industries	Maertens-Brenny
Addenda Acknowledged		yes	yes
Bid Security		yes	yes
Responsible Contractor		yes	yes
BASE BID TOTAL		**$ 43,487.70**	**$ 71,000.00**
	MATERIAL	**$ 35,289.74**	**$ 30,970.00**
	LABOR	$ 8,197.96	$ 40,030.00
Alt #01	Precast Mezzanine	$ -	$ -
Alt #02	Turf - MWSTS Pro Split or MST in lieu of Pi	$ -	$ -
Alt #03	Turf - MWSTS in lieu of Pivot	$ -	$ -
Alt #04	Outlets and Switches in Cavity Wall in lieu	$ -	$ -
Alt #05	Break Metal Trim around Openings	$ -	$ -
Alt #06	Winter Conditions	$ -	$ -
	Alternates Total	$ -	$ -
BASE BID + ALTERNATES		**$ 43,487.70**	**$ 71,000.00**

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Bid Tabulation

Project Name **Rogers Indoor Turf Facility**
Bid Opening 10/15/2024
Low Bidder **Henkemeyer Coatings**

BC-07F Waterproofing

SUB-CONTRACTOR		Henkemeyer Coatings
Addenda Acknowledged		yes
Bid Security		yes
Responsible Contractor		yes
BASE BID TOTAL		**$ 89,954.00**
	MATERIAL	**$ 42,980.00**
	LABOR	$ 46,974.00
Alt #01	Precast Mezzanine	$ -
Alt #02	Turf - MWSTS Pro Split or MST in lieu of Pi	$ -
Alt #03	Turf - MWSTS in lieu of Pivot	$ -
Alt #04	Outlets and Switches in Cavity Wall in lieu	$ -
Alt #05	Break Metal Trim around Openings	$ -
Alt #06	Winter Conditions	$ -
	Alternates Total	$ -
BASE BID + ALTERNATES		**$ 89,954.00**

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Bid Tabulation

Project Name **Rogers Indoor Turf Facility**
Bid Opening 10/15/2024
Low Bidder **Wheeler Hardware Company**

BC-08A Doors, Frames & Hardware

SUB-CONTRACTOR		Keefe Co.	Wheeler Hardware Company
Addenda Acknowledged		yes	yes
Bid Security		yes	yes
Responsible Contractor		yes	yes
BASE BID TOTAL		**$ 53,125.00**	**$ 34,750.00**
	MATERIAL	**$ 53,125.00**	**$ 34,750.00**
	LABOR	$ -	$ -
Alt #01	Precast Mezzanine	$ -	$ -
Alt #02	Turf - MWSTS Pro Split or MST in lieu of Pi	$ -	$ -
Alt #03	Turf - MWSTS in lieu of Pivot	$ -	$ -
Alt #04	Outlets and Switches in Cavity Wall in lieu	$ -	$ -
Alt #05	Break Metal Trim around Openings	$ -	$ -
Alt #06	Winter Conditions	$ -	$ -
	Alternates Total	$ -	$ -
BASE BID + ALTERNATES		**$ 53,125.00**	**$ 34,750.00**

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Bid Tabulation

Project Name **Rogers Indoor Turf Facility**
Bid Opening 10/15/2024
Low Bidder **Ford Metro Inc.**

BC-08C Glass & Glazing

SUB-CONTRACTOR		Ford Metro Inc.	East Side Glass
Addenda Acknowledged		yes	yes
Bid Security		yes	yes
Responsible Contractor		yes	yes
BASE BID TOTAL		**$ 67,700.00**	**$ 86,000.00**
	MATERIAL	**$ 31,200.00**	**$ 65,400.00**
	LABOR	$ 36,500.00	$ 20,600.00
Alt #01	Precast Mezzanine	$ 303,300.00	$ -
Alt #02	Turf - MWSTS Pro Split or MST in lieu of Pi	$ -	$ -
Alt #03	Turf - MWSTS in lieu of Pivot	$ -	$ -
Alt #04	Outlets and Switches in Cavity Wall in lieu	$ -	$ -
Alt #05	Break Metal Trim around Openings	$ -	$ -
Alt #06	Winter Conditions	$ -	$ -
	Alternates Total	$ 303,300.00	$ -
BASE BID + ALTERNATES		**$ 371,000.00**	**$ 86,000.00**

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Bid Tabulation

Project Name **Rogers Indoor Turf Facility**
Bid Opening 10/15/2024
Low Bidder **SKOLD Specialty**

BC-08G Overhead Doors

SUB-CONTRACTOR		Yale Mechanical	Garage Door Store	SKOLD Specialty	Crawford Door Sales
Addenda Acknowledged		1	yes	yes	yes
Bid Security		yes	yes	yes	yes
Responsible Contractor		yes	yes	yes	yes
BASE BID TOTAL		**$ 21,512.00**	**$ 20,400.00**	**$ 15,600.00**	**$ 17,870.00**
	MATERIAL	**$ 18,092.00**	**$ 17,200.00**	**$ 9,900.00**	**$ 15,070.00**
	LABOR	$ 3,420.00	$ 3,200.00	$ 5,600.00	$ 2,800.00
Alt #01	Precast Mezzanine	$ -	$ -	$ -	$ -
Alt #02	Turf - MWSTS Pro Split or MST in lieu of Pi	$ -	$ -	$ -	$ -
Alt #03	Turf - MWSTS in lieu of Pivot	$ -	$ -	$ -	$ -
Alt #04	Outlets and Switches in Cavity Wall in lieu	$ -	$ -	$ -	$ -
Alt #05	Break Metal Trim around Openings	$ -	$ -	$ -	$ -
Alt #06	Winter Conditions	$ -	$ -	$ -	$ -
	Alternates Total	$ -	$ -	$ -	$ -
BASE BID + ALTERNATES		**$ 21,512.00**	**$ 20,400.00**	**$ 15,600.00**	**$ 17,870.00**

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Bid Tabulation

Project Name	**Rogers Indoor Turf Facility**
Bid Opening	10/15/2024
Low Bidder	**RTL Construction**

BC-09A Gypsum Board

SUB-CONTRACTOR		**RTL Construction**
Addenda Acknowledged		yes
Bid Security		yes
Responsible Contractor		yes
BASE BID TOTAL		**$ 206,939.00**
	MATERIAL	**$ 91,000.00**
	LABOR	$ 115,939.00
Alt #01	Precast Mezzanine	$ (110,000.00)
Alt #02	Turf - MWSTS Pro Split or MST in lieu of Pi	$ -
Alt #03	Turf - MWSTS in lieu of Pivot	$ -
Alt #04	Outlets and Switches in Cavity Wall in lieu	$ -
Alt #05	Break Metal Trim around Openings	$ -
Alt #06	Winter Conditions	$ -
	Alternates Total	$ (110,000.00)
BASE BID + ALTERNATES		**$ 96,939.00**

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Bid Tabulation

Project Name **Rogers Indoor Turf Facility**
Bid Opening 10/15/2024
Low Bidder **Tims Construction**

Combined 09B and 09E

BC-09B Tile

SUB-CONTRACTOR		Mid-State Tile	WTG	CD Tile	Advanced Terrazzo & Tile	Blackhawk Tile & Stone	Superset Flooring and Tile	Tims Construction	Grazzini Brothers
Addenda Acknowledged		yes	yes	yes	yes	yes	yes	yes	yes
Bid Security		yes	yes	yes	yes	yes	yes	yes	yes
Responsible Contractor		yes	yes	yes	yes	yes	yes	yes	yes
BASE BID TOTAL		**$ 66,532.00**	**$ 75,240.00**	**$ 64,250.00**	**$ 91,710.00**	**$ 64,567.00**	**$ 54,000.00**	**$ 50,000.00**	**$ 73,500.00**
	MATERIAL	**$ 31,000.00**	**$ 21,250.00**	**$ 23,500.00**	**$ 24,270.00**	**$ 22,400.00**	**$ 17,000.00**	**$ 25,000.00**	**$ 20,800.00**
	LABOR	$ 35,532.00	$ 53,990.00	$ 40,750.00	$ 67,440.00	$ 42,167.00	$ 37,000.00	$ 25,000.00	$ 52,700.00
Alt #01	Precast Mezzanine	$ -	$ (6,420.00)	$ (5,700.00)	$ 9,430.00	$ -	$ (5,000.00)	$ -	$ -
Alt #02	Turf - MWSTS Pro Split or MST in lieu of P	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Alt #03	Turf - MWSTS in lieu of Pivot	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Alt #04	Outlets and Switches in Cavity Wall in lieu	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Alt #05	Break Metal Trim around Openings	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Alt #06	Winter Conditions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Alternates Total	$ -	$ (6,420.00)	$ (5,700.00)	$ 9,430.00	$ -	$ (5,000.00)	$ -	$ -
BASE BID + ALTERNATES		**$ 66,532.00**	**$ 68,820.00**	**$ 58,550.00**	**$ 101,140.00**	**$ 64,567.00**	**$ 49,000.00**	**$ 50,000.00**	**$ 73,500.00**

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Bid Tabulation

Project Name **Rogers Indoor Turf Facility**
Bid Opening 10/15/2024
Low Bidder **Sonus Interiors**

BC-09C Acoustical Ceilings

SUB-CONTRACTOR		Acoustics	Sonus Interiors
Addenda Acknowledged		yes	yes
Bid Security		yes	yes
Responsible Contractor		yes	yes
BASE BID TOTAL		**$ 36,900.00**	**$ 11,170.00**
	MATERIAL	**$ 27,900.00**	**$ 6,884.00**
	LABOR	$ 9,000.00	$ 4,286.00
Alt #01	Precast Mezzanine	$ 7,000.00	$ 12,560.00
Alt #02	Turf - MWSTS Pro Split or MST in lieu of Pi	$ -	$ -
Alt #03	Turf - MWSTS in lieu of Pivot	$ -	$ -
Alt #04	Outlets and Switches in Cavity Wall in lieu	$ -	$ -
Alt #05	Break Metal Trim around Openings	$ -	$ -
Alt #06	Winter Conditions	$ -	$ -
	Alternates Total	$ 7,000.00	$ 12,560.00
BASE BID + ALTERNATES		**$ 43,900.00**	**$ 23,730.00**

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Bid Tabulation

Project Name **Rogers Indoor Turf Facility**
Bid Opening 10/15/2024
Low Bidder **Superset Flooring & Tile**

BC-09E Flooring

SUB-CONTRACTOR			MCI Inc.	Superset Flooring & Tile
Addenda Acknowledged			yes	yes
Bid Security			yes	yes
Responsible Contractor			yes	yes
BASE BID TOTAL			**$ 42,877.00**	**$ 41,000.00**
	MATERIAL	**$ -**	**$ 29,877.00**	**$ 27,500.00**
	LABOR	$ -	$ 13,000.00	$ 13,500.00
Alt #01	Precast Mezzanine	$ -	$ 56,646.00	$ 67,000.00
Alt #02	Turf - MWSTS Pro Split or MST in lieu of Pi	$ -	$ -	$ -
Alt #03	Turf - MWSTS in lieu of Pivot	$ -	$ -	$ -
Alt #04	Outlets and Switches in Cavity Wall in lieu	$ -	$ -	$ -
Alt #05	Break Metal Trim around Openings	$ -	$ -	$ -
Alt #06	Winter Conditions	$ -	$ -	$ -
	Alternates Total	$ -	$ 56,646.00	$ 67,000.00
BASE BID + ALTERNATES		**$ -**	**$ 99,523.00**	**$ 108,000.00**

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Bid Tabulation

Project Name **Rogers Indoor Turf Facility**
Bid Opening 10/15/2024
Low Bidder **Mulcahy Nicholas**

BC-09J Painting

Pulled Bid

SUB-CONTRACTOR		Henkemeyer Coatings	Mulcahy Nicholas
Addenda Acknowledged		yes	yes
Bid Security		yes	yes
Responsible Contractor		yes	yes
BASE BID TOTAL		**15800+0**	**$ 34,900.00**
	MATERIAL	**$ 3,160.00**	**$ 5,410.00**
	LABOR	$ 12,640.00	$ 29,490.00
Alt #01	Precast Mezzanine	$ 42,300.00	$ 8,960.00
Alt #02	Turf - MWSTS Pro Split or MST in lieu of Pi	$ -	$ -
Alt #03	Turf - MWSTS in lieu of Pivot	$ -	$ -
Alt #04	Outlets and Switches in Cavity Wall in lieu	$ -	$ -
Alt #05	Break Metal Trim around Openings	$ -	$ -
Alt #06	Winter Conditions	$ -	$ -
	Alternates Total	$ 42,300.00	$ 8,960.00
BASE BID + ALTERNATES		**$ 42,300.00**	**$ 43,860.00**

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Bid Tabulation

Project Name	**Rogers Indoor Turf Facility**
Bid Opening	10/15/2024
Low Bidder	**Commercial Shade & Blind**

BC-12A Window Treatments

SUB-CONTRACTOR		**Commercial Shade & Blind**
Addenda Acknowledged		1
Bid Security		no
Responsible Contractor		yes
BASE BID TOTAL		**$ 5,626.00**
	MATERIAL	**$ 5,024.00**
	LABOR	$ 602.00
Alt #01	Precast Mezzanine	$ -
Alt #02	Turf - MWSTS Pro Split or MST in lieu of Pi	$ -
Alt #03	Turf - MWSTS in lieu of Pivot	$ -
Alt #04	Outlets and Switches in Cavity Wall in lieu	$ -
Alt #05	Break Metal Trim around Openings	$ -
Alt #06	Winter Conditions	$ -
	Alternates Total	$ -
BASE BID + ALTERNATES		**$ 5,626.00**

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Bid Tabulation

Project Name	**Rogers Indoor Turf Facility**
Bid Opening	10/15/2024
Low Bidder	**H2I Group**

BC-13GAthletic&Rec. Specialties

SUB-CONTRACTOR		**H2I Group**
Addenda Acknowledged		yes
Bid Security		yes
Responsible Contractor		yes
BASE BID TOTAL		**$ 382,475.00**
	MATERIAL	**$ 241,500.00**
	LABOR	$ 140,975.00
Alt #01	Precast Mezzanine	$ -
Alt #02	Turf - MWSTS Pro Split or MST in lieu of Pi	$ -
Alt #03	Turf - MWSTS in lieu of Pivot	$ -
Alt #04	Outlets and Switches in Cavity Wall in lieu	$ -
Alt #05	Break Metal Trim around Openings	$ -
Alt #06	Winter Conditions	$ -
	Alternates Total	$ -
BASE BID + ALTERNATES		**$ 382,475.00**

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Bid Tabulation

Project Name **Rogers Indoor Turf Facility**
Bid Opening 10/15/2024
Low Bidder **LEGACY**

BC-13H PEFS

SUB-CONTRACTOR		LEGACY
Addenda Acknowledged		x
Bid Security		X
Responsible Contractor		X
BASE BID TOTAL		**$ 4,375,902.00**
	MATERIAL	**$ 2,830,092.00**
	LABOR	$ 1,545,810.00
Alt #01	Precast Mezzanine	$ -
Alt #02	Turf - MWSTS Pro Split or MST in lieu of Pi	$ -
Alt #03	Turf - MWSTS in lieu of Pivot	$ -
Alt #04	Outlets and Switches in Cavity Wall in lieu	$ 20,000.00
Alt #05	Break Metal Trim around Openings	$ 24,489.00
Alt #06	Winter Conditions	$ -
	Alternates Total	$ 44,489.00
BASE BID + ALTERNATES		**$ 4,420,391.00**

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Bid Tabulation

Project Name	**Rogers Indoor Turf Facility**
Bid Opening	10/15/2024
Low Bidder	**Arrow Lift**

BC-14A Elevator

SUB-CONTRACTOR		**Arrow Lift**	**Access Lifts**
Addenda Acknowledged		yes	yes
Bid Security		yes	yes
Responsible Contractor		yes	yes
BASE BID TOTAL		**$ 0.00**	**$ 0.00**
	MATERIAL		
	LABOR		
Alt #01	Precast Mezzanine	$ 59,306.00	$ 67,739.00
Alt #02	Turf - MWSTS Pro Split or MST in lieu of Pi	$ -	$ -
Alt #03	Turf - MWSTS in lieu of Pivot	$ -	$ -
Alt #04	Outlets and Switches in Cavity Wall in lieu	$ -	$ -
Alt #05	Break Metal Trim around Openings	$ -	$ -
Alt #06	Winter Conditions	$ -	$ -
	Alternates Total	$ 59,306.00	$ 67,739.00
BASE BID + ALTERNATES		**$ 59,306.00**	**$ 67,739.00**

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Bid Tabulation

Project Name **Rogers Indoor Turf Facility**
Bid Opening 10/15/2024
Low Bidder **Breth-Zenzen Fire Protection**

BC-21A Fire Sprinkler

SUB-CONTRACTOR		Breth-Zenzen Fire Protection	Frontier Fire Protection
Addenda Acknowledged		yes	yes
Bid Security		yes	yes
Responsible Contractor		yes	yes
BASE BID TOTAL		**$ 234,700.00**	**$ 299,380.00**
	MATERIAL	**$ 103,000.00**	**$ 145,120.00**
	LABOR	$ 131,700.00	$ 154,260.00
Alt #01	Precast Mezzanine	$ 1,900.00	$ 3,700.00
Alt #02	Turf - MWSTS Pro Split or MST in lieu of Pi	$ -	$ -
Alt #03	Turf - MWSTS in lieu of Pivot	$ -	$ -
Alt #04	Outlets and Switches in Cavity Wall in lieu	$ -	$ -
Alt #05	Break Metal Trim around Openings	$ -	$ -
Alt #06	Winter Conditions	$ -	$ -
	Alternates Total	$ 1,900.00	$ 3,700.00
BASE BID + ALTERNATES		**$ 236,600.00**	**$ 303,080.00**

Terra CONSTRUCTION
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Bid Tabulation

Project Name **Rogers Indoor Turf Facility**
Bid Opening 10/15/2024
Low Bidder **Precise**

BC-22A Plumbing

22A 23A combined
959400

SUB-CONTRACTOR		Voss Plumbing & Heating Air conditioning	Davis Mechanical Systems	El-Jay Plumbing & Heating	U.S. Mechanical	Major Mechanical	Kraft Contracting & Mechanical	Cool air Mechanical	Precise	B&D Plumbing & Heating
Addenda Acknowledged		yes	yes	yesk	yes		yes	1	yes	yes
Bid Security		yes	yes	yesk	yes		yes	yes	yes	yes
Responsible Contractor		yes	yes	yesk	yes	combined	yes	yes	yes	yes
BASE BID TOTAL		**$ 230,480.00**	**$ 331,745.00**	**$ 255,840.00**	**$ 381,250.00**		**$ 278,000.00**	**$ 208,890.00**	**$ 179,920.00**	**$ 212,000.00**
	MATERIAL	**$ 141,730.00**	**$ 141,745.00**	**$ 117,520.00**	**$ 97,828.00**	**$ -**	**$ 111,000.00**	**$ 99,430.00**	**$ 114,985.00**	**$ 92,794.00**
	LABOR	$ 88,750.00	$ 190,000.00	$ 138,320.00	$ 283,422.00	$ -	$ 167,000.00	$ 109,460.00	$ 64,935.00	$ 119,206.00
Alt #01	Precast Mezzanine	$ -	$ 3,516.00	$ 1,250.00	$ 2,510.00	$ -	$ -	$ -	$ -	$ -
Alt #02	Turf - MWSTS Pro Split or MST in lieu of P	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Alt #03	Turf - MWSTS in lieu of Pivot	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Alt #04	Outlets and Switches in Cavity Wall in lieu	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Alt #05	Break Metal Trim around Openings	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Alt #06	Winter Conditions	$ -	$ 25,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Alternates Total	$ -	$ 28,516.00	$ 1,250.00	$ 2,510.00	$ -	$ -	$ -	$ -	$ -
BASE BID + ALTERNATES		**$ 230,480.00**	**$ 360,261.00**	**$ 257,090.00**	**$ 383,760.00**	**$ -**	**$ 278,000.00**	**$ 208,890.00**	**$ 179,920.00**	**$ 212,000.00**

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Bid Tabulation

Project Name **Rogers Indoor Turf Facility**
Bid Opening 10/15/2024
Low Bidder **Cool air Mechanical**

22A 23A combined

BC-23A HVAC

959400

SUB-CONTRACTOR		Major Mechanical	Kraft Contracting & Mechanical	SCR	Cool air Mechanical	Precise	B&D Plumbing & Heating	Sentra-Sota
Addenda Acknowledged			yes	yes	1	yes	yes	yes
Bid Security			yes	yes	yes	yes	yes	yes
Responsible Contractor		Combined	yes	yes	yes	yes	yes	yes
BASE BID TOTAL			**$ 632,000.00**	**$ 666,500.00**	**$ 554,000.00**	**$ 663,440.00**	**$ 573,470.00**	**$ 694,000.00**
	MATERIAL	**$ -**	**$ 514,000.00**	**$ 580,500.00**	**$ 382,500.00**	**$ 577,060.00**	**$ 520,070.00**	**$ 424,000.00**
	LABOR	$ -	$ 118,000.00	$ 86,000.00	$ 171,500.00	$ 86,380.00	$ 53,400.00	$ 270,000.00
Alt #01	Precast Mezzanine	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Alt #02	Turf - MWSTS Pro Split or MST in lieu of F	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Alt #03	Turf - MWSTS in lieu of Pivot	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Alt #04	Outlets and Switches in Cavity Wall in lieu	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Alt #05	Break Metal Trim around Openings	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Alt #06	Winter Conditions	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Alternates Total	$ -	$ -	$ -	$ -	$ -	$ -	$ -
BASE BID + ALTERNATES		**$ -**	**$ 632,000.00**	**$ 666,500.00**	**$ 554,000.00**	**$ 663,440.00**	**$ 573,470.00**	**$ 694,000.00**

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Bid Tabulation

Project Name **Rogers Indoor Turf Facility**
Bid Opening 10/15/2024
Low Bidder **Design Electric**

BC-26A Electrical

SUB-CONTRACTOR		Medina Electric	Division 16 Electric	Design Electric	Laketown Electric	Boe Electric	NEI Electric
Addenda Acknowledged		yes	yes	yes	yes	yes	yes
Bid Security		yes	yes	yes	yes	yes	yes
Responsible Contractor		yes	yes	yes	yes	yes	yes
BASE BID TOTAL		**$ 587,180.00**	**$ 742,739.00**	**$ 507,700.00**	**$ 787,770.00**	**$ 529,900.00**	**$ 751,644.00**
	MATERIAL	**$ 170,000.00**	**$ 248,962.00**	**$ 256,474.00**	**$ 303,281.00**	**$ 284,000.00**	**$ 429,481.00**
	LABOR	$ 417,180.00	$ 493,777.00	$ 251,226.00	$ 484,489.00	$ 245,900.00	$ 322,163.00
Alt #01	Precast Mezzanine	$ 24,800.00	$ 38,852.00	$ 19,070.00	$ 40,000.00	$ 26,200.00	$ 39,364.03
Alt #02	Turf - MWSTS Pro Split or MST in lieu of P	$ -	$ -	$ -	$ -	$ -	$ -
Alt #03	Turf - MWSTS in lieu of Pivot	$ -	$ -	$ -	$ -	$ -	$ -
Alt #04	Outlets and Switches in Cavity Wall in lieu	$ -	$ 11,000.00	$ -	$ -	$ 13,700.00	$ -
Alt #05	Break Metal Trim around Openings	$ -	$ -	$ -	$ -	$ -	$ -
Alt #06	Winter Conditions	$ -	$ 22,216.00	$ -	$ -	$ 12,000.00	$ -
	Alternates Total	$ 24,800.00	$ 72,068.00	$ 19,070.00	$ 40,000.00	$ 51,900.00	$ 39,364.03
BASE BID + ALTERNATES		**$ 611,980.00**	**$ 814,807.00**	**$ 526,770.00**	**$ 827,770.00**	**$ 581,800.00**	**$ 791,008.03**

21025 Commerce Blvd., Suite 1000
Rogers, MN 55374

Bid Tabulation

Project Name **Rogers Indoor Turf Facility**
Bid Opening 10/15/2024
Low Bidder **New Look Contracting**

BC-31C Earthwork&Utilities

SUB-CONTRACTOR		Frattalone Companies	Kevitt Companies	Fehn	Rachel	Peterson Companies	Max Steininger	New Look Contracting	Minnesota Utilities & Excavating	Veit
Addenda Acknowledged		yes	yes	yes	yes	yes	yes	yes	yes	yes
Bid Security		yes	yes	yes	yes	yes	yes	yes	yes	yes
Responsible Contractor		yes	yes	yes	yes	yes	yes	yes	yes	yes
BASE BID TOTAL		**$ 1,070,000.00**	**$ 1,125,902.42**	**$ 1,110,499.00**	**$ 1,011,320.00**	**$ 1,364,000.00**	**$ 1,573,250.00**	**$ 885,000.00**	**$ 1,020,974.00**	**$ 1,283,720.00**
	MATERIAL	**$ 432,000.00**	**$ 173,684.85**	**$ 278,000.00**	**$ 831,260.00**	**$ 284,000.00**	**$ -**	**$ 139,000.00**	**$ 237,811.00**	**$ 319,627.00**
	LABOR	$ 638,000.00	$ 952,217.57	$ 832,499.00	$ 180,060.00	$ 1,080,000.00	$ 1,573,250.00	$ 746,000.00	$ 783,163.00	$ 964,093.00
Alt #01	Precast Mezzanine	$ -	$ -	$ 3,867.00	$ -	$ 11,000.00	$ -	$ -	$ -	$ -
Alt #02	Turf - MWSTS Pro Split or MST in lieu of Pi	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Alt #03	Turf - MWSTS in lieu of Pivot	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Alt #04	Outlets and Switches in Cavity Wall in lieu	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Alt #05	Break Metal Trim around Openings	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Alt #06	Winter Conditions	$ 25,000.00	$ 100,467.85	$ 49,543.00	$ 66,125.00	$ 174,000.00	$ 187,000.00	$ 15,000.00	$ 322,000.00	$ 48,612.00
	Alternates Total	$ 25,000.00	$ 100,467.85	$ 53,410.00	$ 66,125.00	$ 185,000.00	$ 187,000.00	$ 15,000.00	$ 322,000.00	$ 48,612.00
BASE BID + ALTERNATES		**$ 1,095,000.00**	**$ 1,226,370.27**	**$ 1,163,909.00**	**$ 1,077,445.00**	**$ 1,549,000.00**	**$ 1,760,250.00**	**$ 900,000.00**	**$ 1,342,974.00**	**$ 1,332,332.00**

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Rogers, MN 55374

Bid Tabulation

Project Name **Rogers Indoor Turf Facility**
Bid Opening 10/15/2024
Low Bidder **Northwest Asphalt**

BC-32A Bituminous

SUB-CONTRACTOR		MPM Minnesota Paving & Materials	Northwest Asphalt
Addenda Acknowledged		yes	yes
Bid Security		yes	yes
Responsible Contractor		yes	yes
BASE BID TOTAL		**$ 452,100.00**	**$ 444,500.00**
	MATERIAL	**$ 240,745.00**	**$ 311,000.00**
	LABOR	$ 211,355.00	$ 133,500.00
Alt #01	Precast Mezzanine	$ -	$ -
Alt #02	Turf - MWSTS Pro Split or MST in lieu of Pi	$ -	$ -
Alt #03	Turf - MWSTS in lieu of Pivot	$ -	$ -
Alt #04	Outlets and Switches in Cavity Wall in lieu	$ -	$ -
Alt #05	Break Metal Trim around Openings	$ -	$ -
Alt #06	Winter Conditions	$ -	$ -
	Alternates Total	$ -	$ -
BASE BID + ALTERNATES		**$ 452,100.00**	**$ 444,500.00**

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Bid Tabulation

Project Name **Rogers Indoor Turf Facility**
Bid Opening 10/15/2024
Low Bidder **North Country Concrete**

BC-32B Site Concrete

SUB-CONTRACTOR		Stapf Concrete Construction	North Country Concrete	Crosstown Masonry Inc.	Curb Masters inc.
Addenda Acknowledged		yes	yes	yes	yes
Bid Security		yes	yes	yes	yes
Responsible Contractor		yes	yes	yes	yes
BASE BID TOTAL		**$ 202,000.00**	**$ 182,800.00**	**$ 216,900.00**	**$ 191,000.00**
	MATERIAL	**$ 68,000.00**	**$ 63,875.00**	**$ 86,217.00**	**$ 74,800.00**
	LABOR	$ 134,000.00	$ 118,925.00	$ 130,683.00	$ 116,200.00
Alt #01	Precast Mezzanine	$ -	$ -	$ -	$ -
Alt #02	Turf - MWSTS Pro Split or MST in lieu of Pi	$ -	$ -	$ -	$ -
Alt #03	Turf - MWSTS in lieu of Pivot	$ -	$ -	$ -	$ -
Alt #04	Outlets and Switches in Cavity Wall in lieu	$ -	$ -	$ -	$ -
Alt #05	Break Metal Trim around Openings	$ -	$ -	$ -	$ -
Alt #06	Winter Conditions	$ -	$ -	$ -	$ -
	Alternates Total	$ -	$ -	$ -	$ -
BASE BID + ALTERNATES		**$ 202,000.00**	**$ 182,800.00**	**$ 216,900.00**	**$ 191,000.00**

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Rogers, MN 55374

Bid Tabulation

Project Name **Rogers Indoor Turf Facility**
Bid Opening 10/15/2024
Low Bidder **Midwest Sport and Turf Syste**

BC-32D Athletic Surfaces

SUB-CONTRACTOR		Midwest Sport and Turf Systems
Addenda Acknowledged		yes
Bid Security		yes
Responsible Contractor		yes
BASE BID TOTAL		**$ 770,100.00**
	MATERIAL	**$ 644,100.00**
	LABOR	$ 126,000.00
Alt #01	Precast Mezzanine	$ -
Alt #02	Turf - MWSTS Pro Split or MST in lieu of Pi	$ (82,500.00)
Alt #03	Turf - MWSTS in lieu of Pivot	$ (7,600.00)
Alt #04	Outlets and Switches in Cavity Wall in lieu	$ -
Alt #05	Break Metal Trim around Openings	$ -
Alt #06	Winter Conditions	$ -
	Alternates Total	$ (90,100.00)
BASE BID + ALTERNATES		**$ 680,000.00**

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Bid Tabulation

Project Name **Rogers Indoor Turf Facility**
Bid Opening 10/15/2024
Low Bidder **Autumn Ridge Landscaping**

BC-32F Landscaping

SUB-CONTRACTOR		Greenscape Companies	Urban Companies	Autumn Ridge Landscaping	Margolis Company	Peterson Companies	Hoffman & Mcnamara
Addenda Acknowledged		yes	yes	yes	yes	yes	yes
Bid Security		yes	yes	yes	yes	yes	yes
Responsible Contractor		yes	yes	yes	yes	yes	yes
BASE BID TOTAL		**$ 215,600.00**	**$ 351,000.00**	**$ 149,049.00**	**$ 208,920.00**	**$ 158,163.00**	**$ 163,712.00**
	MATERIAL	**$ 45,000.00**	**$ 175,500.00**	**$ 88,877.00**	**$ 96,765.00**	**$ 76,337.00**	**$ 44,143.00**
	LABOR	$ 170,600.00	$ 175,500.00	$ 66,172.00	$ 112,155.00	$ 81,826.00	$ 119,569.00
Alt #01	Precast Mezzanine	$ -	$ -	$ -	$ -	$ -	$ -
Alt #02	Turf - MWSTS Pro Split or MST in lieu of P	$ -	$ -	$ -	$ -	$ -	$ -
Alt #03	Turf - MWSTS in lieu of Pivot	$ -	$ -	$ -	$ -	$ -	$ -
Alt #04	Outlets and Switches in Cavity Wall in lieu	$ -	$ -	$ -	$ -	$ -	$ -
Alt #05	Break Metal Trim around Openings	$ -	$ -	$ -	$ -	$ -	$ -
Alt #06	Winter Conditions	$ -	$ -	$ -	$ -	$ -	$ -
	Alternates Total	$ -	$ -	$ -	$ -	$ -	$ -
BASE BID + ALTERNATES		**$ 215,600.00**	**$ 351,000.00**	**$ 149,049.00**	**$ 208,920.00**	**$ 158,163.00**	**$ 163,712.00**

BID OPENING FOR:

Rogers Indoor Turf Facility

BID DATE 10/15/2024

BID SUMMARY					
Base Bid					
	Description	Material	Labor	BASE BID TOTAL	Apparent Low Bidders
	BC-01A Final Clean	$ -	$ -	$ 20,000	Allowance
	BC-03A Concrete	$ 306,000.00	$ 253,000.00	$ 559,000	Hallenback & Nelson
	BC-03D Precast Concrete	$ -	$ -	na	Taracon Precast
	BC-05C Steel(Supply & Install)	$ 9,200.00	$ -	$ 9,200	KMH Steel Erectors
	BC-06A Carpentry	$ 32,736.00	$ 102,264.00	$ 135,000	Maertens-Brenny
	BC-06E Casework	$ 35,289.74	$ 8,197.96	$ 43,488	Woodside Industries
	BC-07F Waterproofing	$ 42,980.00	$ 46,974.00	$ 89,954	Henkemeyer Coatings
	BC-07N Joint Sealants	$ -	$ -	$ 20,000	Allowance
	BC-08A Doors, Frames & Hardware	$ 34,750.00	$ -	$ 34,750	Wheeler Hardware Company
	BC-08C Glass & Glazing	$ 31,200.00	$ 36,500.00	$ 67,700	Ford Metro Inc.
	BC-08G Overhead Doors	$ 9,900.00	$ 5,600.00	$ 15,600	SKOLD Specialty
	BC-09A Gypsum Board	$ 91,000.00	$ 115,939.00	$ 206,939	RTL Construction
	BC-09B Tile	$ 25,000.00	$ 25,000.00	$ 50,000	Tims Construction
	BC-09C Acoustical Ceilings	$ 6,884.00	$ 4,286.00	$ 11,170	Sonus Interiors
	BC-09E Flooring	$ 27,500.00	$ 13,500.00	$ 41,000	Superset Flooring & Tile
	BC-09J Painting	$ 5,410.00	$ 29,490.00	$ 34,900	Mulcahy Nicholas
	BC-12A Window Treatments	$ 5,024.00	$ 602.00	$ 5,626	Commercial Shade & Blind
	BC-13GAthletic&Rec. Specialties	$ 241,500.00	$ 140,975.00	$ 382,475	H2I Group
	BC-13H PEFS	$ 2,844,881.00	$ 1,575,510.00	$ 4,420,391	LEGACY
	BC-13H PEFS - Bid Pack #02 Revisions	$ -	$ -	$ 144,895	LEGACY
	BC-14A Elevator	$ -	$ -	$ 0	Arrow Lift
	BC-21A Fire Sprinkler	$ 103,000.00	$ 131,700.00	$ 234,700	Breth-Zenzen Fire Protection
	BC-22A Plumbing	$ 114,985.00	$ 64,935.00	$ 179,920	Precise
	BC-23A HVAC	$ 382,500.00	$ 171,500.00	$ 554,000	Cool air Mechanical
	BC-26A Electrical	$ 256,474.00	$ 251,226.00	$ 507,700	Design Electric
	BC-31C Earthwork&Utilities	$ 139,000.00	$ 746,000.00	$ 885,000	New Look Contracting
	BC-32A Bituminous	$ 311,000.00	$ 133,500.00	$ 444,500	Northwest Asphalt
	BC-32B Site Concrete	$ 63,875.00	$ 118,925.00	$ 182,800	North Country Concrete
	BC-32D Athletic Surfaces	$ 644,100.00	$ 126,000.00	$ 770,100	Midwest Sport and Turf Systems
	BC-32F Landscaping	$ 88,877.00	$ 66,172.00	$ 149,049	Autumn Ridge Landscaping
	CM General Conditions			$ 762,030	
			Subtotal	$ 10,961,887	
			CM Contingency	$ 548,094	
			Permit, Insurance, Bonds And Fee	$ 855,192	
			Base Bid Total	**$ 12,365,173**	

Alternate Bids			
Alternates			
Alt #01	Precast Mezzanine	$ 852,735	
	Subtotal	$ 852,735	
	CM Contingency	$ 42,637	
	Permit, Insurance, Bonds And Fee	$ 66,526	
	Alternate Total	**$ 961,898**	
Alt #02	Turf - MWSTS Pro Split or MST in lieu of Pivot	$ (82,500.00)	
	Subtotal	$ (82,500.00)	
	CM Contingency	$ (4,125.00)	
	Permit, Insurance, Bonds And Fee	$ (6,436.24)	
	Alternate Total	**$ (93,061.24)**	
Alt #03	Turf - MWSTS in lieu of Pivot	$ (7,600.00)	
	Subtotal	$ (7,600.00)	
	CM Contingency	$ (380.00)	
	Permit, Insurance, Bonds And Fee	$ (592.91)	
	Alternate Total	**$ (8,572.91)**	
Alt #04	Outlets and Switches in Cavity Wall in lieu of Surface Mount	$ -	
	Subtotal	$ -	
	CM Contingency	$ -	
	Permit, Insurance, Bonds And Fee	$ -	
	Alternate Total	**$ -**	Included in BC13H PEFS - Previously awarded
Alt #05	Break Metal Trim around Openings	$ -	
	Subtotal	$ -	
	CM Contingency	$ -	
	Permit, Insurance, Bonds And Fee	$ -	
	Alternate Total	**$ -**	Included in BC13H PEFS - Previously awarded
Alt #06	Winter Conditions	$ 64,000.00	
	Subtotal	$ 64,000.00	
	CM Contingency	$ 3,200.00	
	Permit, Insurance, Bonds And Fee	$ 4,992.96	
	Alternate Total	**$ 72,192.96**	

Assignment of Prime Contracts

THIS ASSIGNMENT is made and effective this 22nd day of October, 2024, by the City of Rogers, a Minnesota municipal corporation ("City" or "Owner") to Terra General Contractors, LLC, d/b/a Terra Construction, a Minnesota limited liability company ("Construction Manager").

RECITALS

A. City and Construction Manager have entered into that certain agreement entitled Standard Form of Agreement between Owner and Construction Manager, A133™–2019, as modified, and A201–2017, as modified, dated August 7, 2023 ("CM Agreement") regarding the project described therein ("Project") and the Construction Manager's right therein to propose to the City a Guaranteed Maximum Price ("GMP") to carry out its services as a CM at risk with a GMP.

B. The Work for Construction of the Project has been competitively bid pursuant to Minnesota law, and the City has so far awarded a contract to Prime Contractors. The Prime Contractor has entered into a written agreement in form AIA A101-2017, as modified, and A201-2017, as modified, setting forth the terms and conditions of the Work, together with all other plans, specifications, and general conditions as set forth in the Prime Contract. A list of the Project Prime Contract awarded so far is attached as Exhibit A.

C. The Construction Manager has proposed and the City has accepted a GMP under the terms and conditions of the CM Agreement and related documents.

D. Both the Owner-Prime Contractor Agreement and the CM Agreement allow the assignment of the Prime Contracts by Owner to Construction Manager.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following:

1. The Recitals are made a part of this Agreement.

2. Except for the rights and obligations reserved to City in sections 4 and 7 below, City assigns all its rights, benefits, remedies, duties, and obligations under the Prime Contracts to Construction Manager, who hereby assumes such assigned rights, benefits, remedies, duties, and obligations.

3. By this Assignment, Owner agrees to make payments to Construction Manager for the Work described in the Prime Contracts, subject to the terms of the Prime Contracts. City agrees to provide to Construction Manager all services or information required by the Prime Contracts and, with respect to the Construction Manager, retains all duties owed by Owner to Prime Contractors under the Prime Contracts.

4. City, with respect to Construction Manager, reserves its right (and related obligations), to be exercised in consultation with Construction Manager and subject to time and price adjustments contemplated by the CM Agreement and the Prime Contracts, to order changes to and finally approve the Work. Owner further agrees to assign to Construction Manager the rights and obligations arising out of such change orders, provided, however, Owner agrees to compensate Construction Manager for the agreed-upon cost of such change(s) and the Cost of Construction Manager's additional services. Owner's rights, benefits, and obligations under resulting Change Orders, subject to the same reservations as set forth in the immediately preceding sentence, will be deemed assigned to and assumed by Construction Manager.

5. Construction Manager agrees that in return for the Assignment of Prime Contracts referenced herein, it shall accept the City's rights, and agrees it shall be responsible to Prime Contractors for the City's responsibilities, including full payment, for amounts due Prime Contractors under the Prime Contracts. Construction Manager's obligation to pay the Prime Contractors is conditioned upon Construction Manager receiving payment from Owner for the work for which Prime Contractor requests or claims a payment is due, subject to terms of the Prime Contractor Agreement.

6. Construction Manager further agrees that it shall indemnify and hold City harmless from any and all claims, costs, disputes, requests for equitable adjustment or any other additional recovery sought by a Prime Contractor under its Prime Contract due to the errors, negligence, or breach of contract of Construction Manager or its subcontractors. This indemnification and hold harmless will not apply to the extent any such claims, costs, disputes, requests, or attempted recoveries arise from the City's failure to perform its obligations under the CM Agreement or this Assignment or from any delay by the City in exercising rights reserved to it under this Assignment.

7. City retains its continued ownership in the Project and land, the right to enforce all City-issued permits and City ordinances relevant to the Project, and all police power authority over the Project area and persons working in or affected by the Project.

IN WITNESS WHEREOF, the undersigned parties have executed this Assignment effective the date first above written.

[Signature page to follow]

TERRA GENERAL CONTRACTORS, LLC
Construction Manager

Date: _____ By: _____

Its: _____

CITY OF ROGERS
Owner

Date: _____ By: _____
Rick Ihli
Its: Mayor

Date: _____ By: _____
Stacie Brown
Its: City Clerk

Assignment of Prime Contracts-REVISED 2019.09.26 (clean)

EXHIBIT A

Legacy Building Solutions Multipurpose Indoor Turf Facility – Bid Package 2
City Project No. 2201

September 26, 2024

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

Attn: Doran Cote dcote@rogersmn.gov

RE: "Special Inspection" and Construction Testing Services Proposal
Rogers Indoor Turf
James Rd & 141st Ave N
Rogers, MN 55374
AET Proposal No. P-0037595

Dear Mr. Cote:

American Engineering Testing, Inc. (AET) is pleased to offer "Special Inspection" and construction testing services to the City of Rogers (hereafter referred to as the Client) for the referenced project. This proposal has been prepared in response to Terra Construction's invitation to bid, dated September 23, 2024, and describes our understanding of the project, our anticipated scope of services, our unit rates, and an estimated total fee to perform these services.

GEOTECHNICAL INFORMATION

A geotechnical exploration and analysis was performed for this project by Braun Intertec. The results were presented in their Geotechnical Exploration Report, dated January 6, 2022. A copy of that report has not been provided however, AET was involved in the preparation of the site for construction. Refer to those reports for more details regarding site conditions and recommendations.

PROJECT INFORMATION

We understand the proposed construction will be a new indoor turf field building. We assume the building will:

- Have one above-grade levels with a concrete slab-on-grade.
- Have a first-floor elevation of 905.5 feet.
- Have approximate overall plan dimensions of 226 feet by 379 feet.
- Have cast in place foundation walls; metal frame or precast concrete wall panels, and a metal deck roof supported by steel joists.
- Be able to tolerate normal amounts of settlement for this type of structure up to 1-inch total and ½-inch differential.

5548 Barthel Industrial Drive, Suite 500 | Albertville, MN 55301
Phone (763) 428-5573 | (800) 972-6364 | Fax (651) 659-1379 | teamAET.com | AA/EEO
This document shall not be reproduced, except in full, without written approval from American Engineering Testing, Inc.

AVAILABLE BID INFORMATION

Project documents provided to assist us in preparing this proposal included the following:

- Architectural, Structural, Civil Bid Package by JLG dated September 23, 2024.

SCOPE OF SERVICES

Based on our review of the available plans and specifications, our anticipated scope of services is outlined below.

Excavation Observations and Soil Testing

During excavation for the building and parking lots, a Staff Engineer from our firm will visit the site on a will-call basis to perform the following services:

- Observe the soils in the bottoms of the excavations completed at that time.
- Perform shallow hand auger borings in the excavations.
- Perform hand cone penetrometer (HCP) probes in the excavations.
- Evaluate the suitability of the soils present in the excavations to support the anticipated fill, structural loads, and pavements.
- Document the elevations at various locations at the bottoms of the excavations.
- Document that adequate oversizing of the excavations is provided to support lateral loads from the footings through the fill.

During placement of fill in the building excavations, pavement excavations, and utility trench excavations, an experienced Engineering Technician will visit the site on a will-call basis to test the compaction of the fill. The technician will perform the following services:

- In-place field density tests to evaluate the compaction of the fill soils using the nuclear density gauge or sand cone method.
- Standard Proctor tests for each different type of fill encountered at the test locations.
- Obtain samples of sand fill and/or aggregate base materials for sieve analysis tests.

We estimate a total of 5 trips will be required by the Staff Engineer to complete the observations. We estimate a total of 15 trips will be required by the Engineering Technician to perform the compaction testing of the fill soils.

Reinforcing Steel Observations

Prior to placement of concrete AET will observe the mild reinforcing steel placed in the formwork for cast-in-place concrete elements for the building addition. These observations will be performed on a will-call basis by an experienced Engineering Technician II working under the guidance of ICC certified personnel. While at the site, the AET personnel will perform the following services:

- Review the most recent plans and specifications available at the jobsite.
- Observe that the correct number, size, alignment, and spacing of the bars are provided for the structural elements observed.
- Observe that the reinforcing steel bars are provided with the specified cover from formwork, the ground surface, and any future concrete elements.
- Observe that the bars are free of dirt, rust, scale, ice, or other deleterious materials that will reduce adhesion to the concrete.
- Observe that anchor bolts are installed in the concrete at the spacing indicated on the project plans.

Any discrepancies or deficiencies that are observed will be brought to the attention of the contractor and/or their subcontractor. Daily reports of our observations will be available to the contractor and/or authorized personnel at the site.

AET does not provide surveying services, therefore, our observations of the reinforcing steel will be based on the positioning of the formwork by the contractor and/or their subcontractors. We are not responsible for the exact locations of the formwork, structural bolts, or embedded items.

Concrete Testing

Personnel from AET will perform testing of concrete on a will-call basis when requested by the contractor. These services will be performed by experienced, ACI certified Engineering Technicians at the frequencies required by the project specifications. On site visits when we are observing reinforcing steel, we will have the same Engineering Technician remain at the site to perform testing of the concrete, thus reducing mobilization charges. Our services will include the following:

- Document that the correct mix is delivered to the site by checking the delivery slips.
- Test the slump of the plastic concrete delivered to the site.
- Test the air content of the plastic concrete delivered to the site.
- Measure the temperature of the plastic concrete delivered to the site.
- Compare the test results to the requirements of the project specifications.

Any discrepancies from the project specifications will be brought to the attention of the contractor and/or their subcontractor. Daily field reports of our observations and testing will be available to the contractor and other authorized personnel at the site.

During placement of the concrete, our Engineering Technicians will also cast test cylinders for compressive strength testing. Project specifications require that one set of cylinders be cast for every 100 cubic yards (or fraction thereof) of each type of concrete placed each day. Each set will consist of five cylinders; one which will be tested after 7 days and three which will be tested after 28 days. The fifth cylinder will be held in reserve

for future testing, if required. AET will also pick up the cylinders from the site and return them to our laboratory for moist curing and testing. The results of our compressive strength tests will be presented periodically, as they become available.

We estimate a total of 14 trips will be required by the Engineering Technician to complete the reinforcing steel observation and concrete testing services for reinforced concrete portions of the new construction. We estimate a total of 10 trips will be required by an ACI certified Engineering Technician I for testing of non-reinforced concrete elements.

Welded and Bolted Connection Observations

During erection of the precast concrete panels and planks, structural steel frame, steel joists, and metal decking, AET will provide a Level II Engineering Technician certified in accordance with ASNT to perform observations of the welded and bolted connections. These services will be performed on a will-call basis when requested by the contractor. Our services will include the following:

- Observe bolted connections for compliance with Section 9a of the "Specification for Structural Joints using ASTM: A325 or ASTM: A490 Bolts" approved by the Research Council on Structural Connections.
- Observe welded connections for compliance with the requirements of Section 6 (steel frame) of the AWS "Structural Welding Code" D1.1. Fillet welds will be visually observed for length, quality, and suitability. Full or partial penetration welds will be tested by ultrasonic or magnetic particle methods.
- Observe deck welds for compliance with the requirements of the AWS “Structural Welding Code” D1.3.
- Observe deck fasteners to verify that the correct number and spacing is provided in accordance with the project specifications.

Any deficiencies or deviations which are observed will be reported to personnel from the contractor and/or their subcontractor. We estimate a total of 5 site visits will be required to complete our observations of the welded and bolted connections on this project. Daily field reports of our observations and testing will be available to the contractor and other authorized site personnel.

Floor Slab and Bituminous Subgrade Test-Roll Observations and Testing

During or after final grading of the interior floor slab and pavement subgrade soils, AET personnel will observe test-rolling of the subgrade soils by the contractor. These observations will be performed by a Staff Engineer on a will-call basis. Our scope of services will include the following:

- Observe the reaction/stability of the pavement subgrade soils as they are test-rolled by a loaded, tandem-axle dump truck.
- Evaluate the subgrade deflections under the wheel loads, and mark areas of excessive deflection. Areas of excessive deflection will be shown to personnel from the contractor and/or their subcontractors.
- Provide recommendations for correction of the unstable subgrade soils.

After placement of the Class 5 aggregate base, an Engineering Technician from our firm will test the compaction of these materials using either the nuclear density gauge method, or by performing DCP testing. The nuclear density gauge test results will be compared to the Standard Proctor maximum dry density.

We estimate a total of 2 site visits will be required to complete the test-roll observations of the floor slab subgrades and aggregate base compaction testing services.

We estimate a total of 2 site visits will be required to complete the test-roll observations of the pavement subgrades and aggregate base compaction testing services.

Bituminous Testing

Upon request of the client, when placement of the bituminous base and wear layers begins, an experienced Engineering Technician II would make site visits on a will-call basis to observe the placement and rolling of the bituminous layers and to perform testing of the bituminous. The technician would perform the following services:

- Measure the temperature of the bituminous as it is placed and while it is being rolled.
- Measure the thickness of the bituminous layer while it is being rolled.
- Help to establish a rolling pattern each day by observing the number of passes the roller makes over the bituminous, and measuring the density of the bituminous during the rolling to evaluate how many passes are needed to reach the maximum density.
- Obtain samples of the bituminous for laboratory testing.

We assume the paving will be performed in two stages with two lifts being placed during each stage, therefore, we assume that 3 trips would be performed by our Engineering Technician for the above referenced observation, testing, and sampling services.

REPORTING

Reports presenting the results of our observations and testing services will be provided periodically during the various phases of construction. At the completion of construction, we will issue a final report summarizing the results of all observations and testing services, if requested.

ESTIMATED FEES

Our services will be provided on a unit cost basis according to the unit rates provided in the attached Fee Schedule tabulation. Our monthly invoices will be determined by multiplying the number of personnel hours or tests by their respective unit rates. We have also estimated a total cost which we anticipate will be required to complete the previously described observations and testing services. This estimated total cost is based on our experience with similar projects. Our estimated total cost will be **$29,962.00.** The optional services would include floor flatness/levelness testing and fireproofing testing, which would each have a total additional cost of $6,087.00. We refer you to the attached Fee Schedule for an itemization of how we arrived at this estimated cost.

We caution that this is only an estimated cost. Often, variations in the overall cost of the services occur due to reasons beyond our control, such as construction change orders, weather delays, changes in the contractor's schedule, unforeseen conditions or retesting of services. These variations will affect the actual invoice totals, either increasing or decreasing our total costs for the project from those estimated in this proposal. If more time or tests are required, additional fees may be needed to complete the project testing services. If less time or tests are needed, a cost savings will be realized. We will not, however, exceed the estimated total cost for the project without first obtaining your authorization.

TERMS AND CONDITIONS

All AET Services are provided subject to the Terms and Conditions set forth in the enclosed Construction Service Agreement—Terms and Conditions, which, upon acceptance of this proposal, are binding upon you as the Client requesting Services, and your successors, assignees, joint ventures and third-party beneficiaries. Please be advised that additional insured status is granted only upon written acceptance of the proposal.

ACCEPTANCE

AET requests written acceptance of this proposal in the Proposal Acceptance box below, but the following actions shall constitute your acceptance of this proposal together with the Terms and Conditions: 1) issuing an authorizing purchase order for any of the Services described in this proposal, 2) authorizing AET's presence on site, or 3) written or electronic notification for AET to proceed with any of the Services described in this proposal. Please indicate your acceptance of this proposal by signing below and returning a copy to us. When you accept this proposal, you represent that you are authorized to accept on behalf of the Client.

GENERAL REMARKS

AET appreciates the opportunity to provide this service for you and looks forward to working with you on this project. If you have any questions or need additional information, please contact me.

Sincerely,
American Engineering Testing, Inc.

Prepared By:

Kevin Beidelman
Branch Supervisor
Phone: 763.244.5413
Email: kbeidelman@teamaet.com

Reviewed By:

LeRoy G. Callais
Senior Engineering Assistant
Phone: 612.965.9279
Email: lcallais@teamaet.com

Attachments: Fee Schedule Tabulation
Construction Service Agreement – Terms and Conditions
W9
Certificate of Insurance

ACCEPTANCE AND AUTHORIZATION: AET Proposal No. P-0037595

SIGNATURE:_____

PRINTED NAME:_____

COMPANY:_____

ADDRESS: _____

PHONE NUMBER AND EMAIL:_____

DATE:_____

INVOICING INFORMATION (Provide Company AP Department Information, if present.)

AP CONTACT NAME:_____

BILLING/MAILING ADDRESS:_____

AP PHONE NUMBER AND INVOICE EMAIL:_____

P.O. NO./ PROJECT NO.: _____

PROJECT TESTING SERVICES FEE SCHEDULE
Rogers Indoor Turf

Rogers, MN
AET PROPOSAL No. P-0037595

AMERICAN ENGINEERING TESTING

SERVICE DESCRIPTION	PROJECT BUDGET		
	ESTIMATED UNITS	UNIT RATE	BUDGET AMOUNT
Excavation Observations & Compaction Testing			
Excavation Observations - Engineer I for observations of excavations, consultation and reporting (assumes 5 trips to the jobsite).	15 Hour	$170.00	$2,550.00
Soil Density Testing - Technician II for soil compaction testing and reporting (assumes 15 trips to the jobsite).	30 Hour	$115.00	$3,450.00
Personal or company vehicle mileage.	0 Mile	$1.30	$0.00
Nuclear Density Gauge Rental - Daily	15 Day	$76.00	$1,140.00
ASTM D698 Standard Proctor	3 Test	$184.00	$552.00
Section Subtotal:			**$7,692.00**
Subgrade/Base Proof Roll Observations & Testing			
Proof Roll Observations - Senior Technician for observations, consultation and reporting (assumes 4 trips to the jobsite).	8 Hour	$135.00	$1,080.00
Personal or company vehicle mileage.	0 Mile	$1.30	$0.00
ASTM C136 Sieve Analysis of Aggregate (Coarse and Fine)	2 Test	$135.00	$270.00
Section Subtotal:			**$1,350.00**
Reinforcing Steel Observations & Concrete Testing			
Reinforcing Steel Observations & Concrete Testing - Technician II for observations of reinforcing steel and testing of concrete (assumes 14 trips to the jobsite).	30 Hour	$115.00	$3,450.00
Concrete Testing - Technician I for testing of concrete only - NO OBSERVATIONS OF REINFORCING STEEL (assumes 10 trips to the jobsite).	30 Hour	$100.00	$3,000.00
Concrete Cylinder Pickup - Technician I for driving to and from the site to pick up cast concrete cylinders.	14 Hour	$100.00	$1,400.00
Personal or company vehicle mileage.	0 Mile	$1.30	$0.00
ASTM C39 Concrete Compressive Strength - Curing, handling and testing of 4" x 8" concrete test cylinders (includes handling of non-tested cylinders).	140 Test	$42.00	$5,880.00
Section Subtotal:			**$13,730.00**
Non-Destructive Testing (NDT) Observations			
Structural Steel Observations - NDT Level II ICC/CWI Technician for observations of field welded and bolted connections, consultation and report preparation (assumes 5 trips to the jobsite).	15 Hour	$145.00	$2,175.00
Personal or company vehicle mileage.	300 Mile	$1.30	$390.00
Section Subtotal:			**$2,565.00**
Bituminous Observations & Testing			
Bituminous Density Testing - Technician II for nuclear density testing of bituminous without roll pattern observation (assumes 2 trips to the jobsite).	4 Hour	$115.00	$460.00
Personal or company vehicle mileage.	0 Mile	$1.30	$0.00
Gyratory Mix Properties (Suite of Tests) of bituminous; Rice Specific Gravity test and Gyratory Density test.	2 Test	$625.00	$1,250.00
Pavement Density & Thickness tests of bituminous core samples.	0 Test	$58.00	$0.00
Section Subtotal:			**$1,710.00**

PROJECT TESTING SERVICES FEE SCHEDULE
Rogers Indoor Turf

Rogers, MN
AET PROPOSAL No. P-0037595

AMERICAN ENGINEERING TESTING

SERVICE DESCRIPTION	PROJECT BUDGET			
	ESTIMATED UNITS		UNIT RATE	BUDGET AMOUNT
Optional Services ~ Spray-Applied Fireproofing Observations & Testing				
Fireproofing Testing - Technician II for testing, obtaining density test samples, consultation and report preparation (assumes 3 trips to the jobsite).	12	Hour	$115.00	$1,380.00
Personal or company vehicle mileage.	180	Mile	$1.30	$234.00
Fireproofing Density Tests	2	Test	$110.00	$220.00
ASTM E736 Cohesion/Adhesion of Sprayed Fire-Resistive Materials	2	Each	$41.00	$82.00
Section Subtotal:				**$1,916.00**
Optional Services ~ Floor Flatness & Levelness Testing				
Floor Flatness Testing - Engineer I to perform field data collection, analysis of data, consultation and report preparation (assumes 3 trips to the jobsite).	20	Hour	$170.00	$3,400.00
Personal or company vehicle mileage.	180	Mile	$1.30	$234.00
Rental of Profilograph.	3	Day	$179.00	$537.00
Section Subtotal:				**$4,171.00**
Project Management & Coordination				
Project Management - Engineer II/Project Manager for coordination of AET personnel and activities, attending meetings (if requested), consultation and report preparation.	14	Hour	$190.00	$2,660.00
Project Administrator for report preparation, review, invoicing.	3	Hour	$85.00	$255.00
Section Subtotal:				**$2,915.00**
	ESTIMATED SALES BUDGET			**$29,962.00**
	w/Optional Testing			**$36,049.00**

SECTION 1 - RESPONSIBILITIES

1.1 – This Service Agreement – Terms and Conditions ("terms and conditions") is applicable to all services ("Services") provided by American Engineering Testing, Inc. (AET). As used herein "Services" refer to the scope of Services described in the proposal submitted by AET to Client. The proposal, these terms and conditions and any appendices attached hereto shall comprise the agreement ("Agreement") between AET and Client for Services described in the proposal and are binding upon the Client, its successors, assignees, joint ventures and third-party beneficiaries. **AET requests written acceptance of the Agreement, but the following actions shall also constitute Client's acceptance of the Agreement: 1) issuing an authorizing purchase order, task order, service order, or any other documentation for any of the Services, 2) authorizing AET's presence on site, or 3) written or electronic notification for AET to proceed with any of the Services. Issuance of a purchase order, task order or service order by Client which contains separate terms and conditions will not take precedence or modify the terms and conditions contained in this Service Agreement AND THE TERMS AND CONDITIONS OF THIS SERVICE AGREEMENT AND ANY CORRESPONDING PROPOSAL ISSUED BY AET SHALL GOVERN UNLESS AUTHORIZED IN WRITING IN ADVANCE BY AET.**

1.2 - Prior to AET performing Services, Client will provide AET with all information that may affect the cost, progress, safety and performance of the Services. This includes, but is not limited to, information on proposed and existing construction, all pertinent sections of contracts between Client and their client and/or Owner which contain flow-down provisions to AET, if they are included, site safety plans or other documents which may control or affect AET's Services. If new information becomes available or changes are made during AET's Services, Client will provide such information to AET in a timely manner. Failure of Client to timely notify AET of changes to the project including, but not limited to, location, elevation, loading, or configuration of the structure or improvement will constitute a release of any liability of AET. Client will provide a representative for timely answers to project-related questions by AET.

1.3 - AET observes and tests earthwork and other construction operations and materials, and may provide opinions, conclusions and recommendations regarding the same. However, AET's Services do not relieve the contractors of their contractual responsibility to perform their work in accordance with approved plans, specifications and building code requirements.

1.4 - AET personnel do not have authority to accept, reject, direct or otherwise approve the work of the contractor. AET cannot stop work or waive or alter the requirements of the project documents. Any authority given to AET by Client must be in writing prior to the start of Services.

1.5 - AET does not perform construction management, general contracting or surveying services and our involvement with the project does not constitute any assumption of those responsibilities.

1.6 - Services performed by AET often include sampling at specific locations. Client acknowledges the limitations inherent in sampling. Variations in conditions occur between and beyond sampled/tested locations. The passage of time, natural occurrences and direct or indirect human activities at the site or distant from it may alter the actual conditions. Client assumes all risks associated with such variations.

1.7 - AET is not responsible for interpretations or modifications of AET's recommendations by other persons.

1.8 - Should change in conditions be alleged, Client agrees to notify AET before evidence of alleged change is no longer accessible for evaluation.

1.9 - Test borings and/or cone penetration test soundings to a proper depth below foundation grade and the base of suitable bearing soils are recommended to explore the deeper unseen soil and ground water conditions. Judgments made by AET personnel regarding the suitability of materials and ground water conditions below the bottom of an excavation are limited if sufficiently deep test borings/soundings are not provided by the Client prior to our observations and judgments. AET's opinions, conclusions and recommendations are qualified to that extent.

1.10 – Pricing in the proposal assumes use of these terms and conditions. AET reserves the right to amend pricing if Client requests modifications to the Agreement or use of Client's alternate contract format. Any contract amendments made after Client has authorized the Services shall be applicable only to Services performed after the effective date of such amendment. The proposal and these terms and conditions, including terms of payment, shall apply to all Services performed prior to the effective date of such amendment.

1.11 – The AET proposal accompanying these terms and conditions is valid for thirty (30) days after the proposal issuance date to the Client. Any attempt to authorize Services after the expiration date is subject to AET's right to revise the proposal as necessary.

SECTION 2 – ON CALL SERVICES

2.1 - If AET's Services are performed on an on-call basis at the direction of the Client or its authorized representatives, Client acknowledges the inherent limitations associated with performing engineering judgments and testing Services on an on-call basis, including without limitation, the inability to completely evaluate, document or judge work and conditions not directly observed or tested by AET. AET's opinions, conclusions, and recommendations are qualified to the extent of those limitations.

2.2 - Density tests of fill soils represent conditions only at the locations and elevations tested and do not necessarily represent conditions laterally, above or below. AET can only provide judgments regarding the engineered fill system to adequately support the design construction loadings by monitoring the filling process on a continuous basis for consistency of soil type, moisture content, lift thickness, and compaction effort.

2.3 – AET requires a minimum of 24 hours' notice of the need for Services. AET will not be liable for claims, damages, or delays related to failure of Client to provide adequate advance notice to AET.

SECTION 3 - SITE ACCESS, UNDERGROUND FACILITIES AND CONSTRUCTION STAKING

3.1 - Client will furnish AET safe and legal site access.

3.2 – With the exception of public utilities which AET will contact state "call before you dig" notification centers (e.g. Gopher State One call in Minnesota), Client will mark or cause to be marked the location of all other underground utilities and structures (Facilities) that service or are located on the site. AET shall be entitled to rely upon the accuracy of all location information supplied by any source.

3.3 – Client shall hold harmless, indemnify and defend AET from all claims, damages, losses, fines, penalties and expenses (including attorney's fees) arising out of or related to the following: a) Facilities that are not shown or vary from the locations shown on any plans or drawings, b) Facilities that are not located by or vary from the locations marked by Client, governmental or quasi-governmental locator programs, or private utility locating services, or c) any other Facilities that are not disclosed or vary from locations provided by the Client. The obligation to defend AET shall be independent of the obligation to indemnify and hold harmless AET and shall be with independent counsel acceptable to AET.

3.4 - The location and elevation of a proposed structure or facility shall be staked (with offsets) and controlled by surveying or GPS equipment by others. AET's measurements are made in relation to that information. The reliability of any opinions, conclusions, and recommendations based on those measurements is strictly dependent on the accuracy of the staking or GPS information provided by others.

3.5 - During construction, observations and testing Services are based on the positioning of the formwork by the contractor or its subcontractor. AET will not be responsible for any errors or damages resulting from improper location or positioning of the formwork.

SECTION 4 - SAFETY

4.1 - Client shall inform AET of any known or suspected hazardous materials or unsafe conditions at the site. Client or its authorized representative(s) is responsible for the safety of the jobsite. If, during the course of AET's Services, such materials or conditions are discovered, AET reserves the right to take measures to protect AET personnel and equipment or to immediately terminate Services. Client shall be responsible for payment of such additional protection costs.

4.2 - AET shall only be responsible for safety of AET employees at the site; the safety of all others shall be Client's or other persons' responsibility.

SECTION 5 - SAMPLES

5.1 - Client shall inform AET of any known or suspected hazardous materials prior to submittal to AET. All samples obtained by or submitted to AET remain the property of the Client during and after the Services. Any known or suspected hazardous material samples will be returned to the Client at AET's discretion.

5.2 - Non-hazardous samples will be held for thirty (30) days and then discarded unless, within thirty (30) days of the report date, the Client requests in writing that AET store or ship the samples. Storage and shipping costs shall be borne solely by Client.

SECTION 6 - PROJECT RECORDS

The original project records prepared by AET will remain the property of AET. AET shall retain these original records for a minimum of three years following submission of the report, during which period the project records can be made available to Client at AET's office at reasonable times.

SECTION 7 - STANDARD OF CARE

AET performs its Services consistent with the level of care and skill normally performed by other firms in the profession at the time of this service and in this geographic area, under similar budgetary constraints.

SECTION 8 - INSURANCE

AET maintains insurance with coverage and minimum limits shown below. AET will furnish certificates of insurance to Client upon request.

8.1 –

Workers' Compensation	Statutory Limits
Employer's Liability	$100,000 each accident $500,000 disease policy limit $100,000 disease each employee
Commercial General Liability	$1,000,000 each occurrence $1,000,000 aggregate
Automobile Liability	$1,000,000 each accident
Professional/Pollution Liability Insurance	$1,000,000 per claim $1,000,000 aggregate

8.2 - Commercial General Liability insurance will include coverage for Products/Completed Operations extending one (1) year after completion of AET's Services as outlined in our proposal, Property Damage, Personal Injury, and Contractual Liability coverage applicable to AET's indemnity obligations under this Agreement.

8.3 - Automobile Liability insurance shall include coverage for all owned, hired and non-owned automobiles.

8.4 - Professional/Pollution Liability Insurance is written on a claims-made basis and coverage will be maintained for one (1) year after completion of AET's Services as outlined in our proposal. Renewal policies during this period shall maintain the same retroactive date.

8.5 - **To the extent permitted by applicable state law, and upon Client's signing of the proposal, which includes these Terms and Conditions, and return of the same to AET, or Client provided forms of acceptance as defined in Section 1.1; Client and Owner shall be named an "additional insured" on AET's Commercial General Liability Policy (Form CG D4 14, which includes blanket coverage for the Additional Insured on a Primary and Non-Contributory basis). Client and Owner shall also be named an "additional insured" on a Primary and Non-contributory basis on AET's Automobile Liability Policy (Form CA T4 74). Any other endorsement, coverage or policy requirement may result in additional charges.**

8.6 - AET will maintain insurance coverage required by this Agreement at its sole expense, provided such insurance is reasonably available, with insurance carriers licensed to do business in the state in which the project is located and having a current A.M. Best rating of no less than A minus (A-). Such insurance shall provide for thirty (30) days prior written notice to Client for notice of cancellation or material limitations for the policy or ten (10) days' notice for non-payment of premium.

8.7 - AET reserves the right to charge Client for AET's costs for additional coverage requirements unknown on the date of the proposal, e.g., coverage limits or policy modification including waiver of subrogation, additional insured endorsements and other project specific requirements.

SECTION 9 - DELAYS

If delays to AET's Services are caused by Client or Owner, other parties, strikes, natural causes, pandemic, weather, or other items beyond AET's control, a reasonable time extension for performance of the Services shall be granted, and AET shall receive an equitable fee adjustment.

SECTION 10 - PAYMENT, INTEREST AND BREACH

10.1 - Invoices are due net thirty (30) days from the date of receipt of an undisputed invoice. Invoices will be paid without reductions for bond or retention. Client will inform AET of invoice questions or disagreements within fifteen (15) days of invoice date; unless so informed, invoices are deemed correct.

10.2 – Invoices remaining unpaid for sixty (60) days shall constitute a material breach of this Agreement, permitting AET, in its sole discretion and without limiting any other legal or equitable remedies for such breach, to terminate performance of this Agreement and be relieved of any associated duties to the Client or other persons. Further, AET may withhold from Client data and reports in AET's possession. If Client fails to cure such breach, all reports associated with the unpaid invoices shall immediately upon demand be returned to AET and Client may neither use nor rely upon such reports or the Services.

10.3 – AET reserves the right to pursue any unpaid invoice utilizing available remedies at law. AET explicitly reserves its Mechanic Lien or Bond Claim rights for nonpayment of an undisputed invoice. Client is responsible for paying AET expenses and attorney fees related to collection of past due invoices.

10.4 – AET reserves the right to charge a 2.5% fee on any payment made using a credit card or debit card.

SECTION 11 - CHANGE ORDERS

AET's proposal associated with this project may provide an estimated cost for the work. If the proposal amount is a time and material estimate, or if changes occur affecting the project scope, estimated quantities, project schedule or other unforeseen conditions, AET will communicate with Client and request a change order. However, nothing in this agreement shall be construed in any way as a waiver of payment by Client to AET for Services authorized under this agreement. Approval of a change order may be in writing, by electronic communication, or any directive for additional Services.

SECTION 12 - MEDIATION

12.1 - Except for enforcement of AET's rights to payment for Services rendered or to assert and/or enforce its lien rights, including without limitation assertion and enforcement of mechanic's lien rights and foreclosure of the same, Client and AET agree that any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party; provided however that if either party fails to respond to a request for mediation within sixty (60) days, the party requesting mediation may without further notice, proceed to arbitration or the institution of legal or equitable proceedings.

12.2 - Mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. Request for mediation shall be in writing and the parties shall share the mediator's fee and any filing fees equally and each party shall pay their own legal fees. The mediator shall be acceptable to both parties and shall have experience in commercial construction matters.

SECTION 13 - LITIGATION REIMBURSEMENT

Except for matters relating to non-payment of fees, which is governed by Section 10 hereof, payment of attorney's fees and costs associated with lawsuits or arbitration of disputes between AET and Client, which are dismissed or are judged substantially in either party's favor, shall be paid by the non-prevailing party. Applicable costs include, but are not limited to, attorney and expert witness fees, court costs, and other direct costs.

SECTION 14 - MUTUAL INDEMNIFICATION

14.1 - Subject to the limitations contained in Sections 14 and 17, AET agrees to indemnify Client from and against damages and costs to the extent caused by AET's negligent performance of the Services.

14.2 - Client agrees to indemnify AET from and against damages and costs to the extent caused by the intentional acts or negligence of the Client, Owner, Client's contractors and subcontractors or other third parties.

14.3 - If Client has an indemnity agreement with other persons or entities relating to the project for which AET's Services are performed, the Client shall include AET as an Additional Insured.

14.4 - AET's indemnification to the Client, including any indemnity required or implied by law, is limited solely to losses or damages caused by its failure to meet the standard of care and only to the extent of its negligence.

SECTION 15 - NON-SOLICITATION

Each party to this Agreement (a "Party") agrees that it will not encourage, induce, or actively solicit any employee of the other party to leave their employment for any reason, provided that neither Party is precluded from (a) hiring any such employee who has been terminated by a Party or its subsidiaries prior to commencement of employment discussions between a Party and such employee, or (b) soliciting any such employee by means of a general advertisement or through an employment agency that does not specifically pursue the employee, or (c) hiring employees or former employees of the other Party who contact the Party on its own accord. This Non-Solicitation provision shall be effective and enforceable for six (6) months following termination of this Agreement.

SECTION 16- MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

Except as specifically set forth herein and to the extent permitted by applicable law, Client and AET waive against each other, and each other's officers, directors, members, subcontractor, agents, assigns, successors, partners, and employees any and all claims for or entitlement to special, incidental, indirect, punitive, or consequential damages arising out of, resulting from, or in any way related to the Services provided by AET under this Agreement. This mutual waiver of consequential damages includes, but is not limited to, the following: loss of profits; loss of revenue; rental costs/expenses incurred; loss of income; loss of use of property, equipment, materials or services; loss of opportunity; loss of rent; loss of good will; loss of financing; loss of credit; diminution of value; loss of business and reputation; loss of management or employee productivity or the services of such persons; increased financing costs; cost of substitute facilities; cost of substitute goods/property/equipment; cost of substitute services; and/or cost of capital. This mutual waiver is applicable, without limitation,

to all consequential damages due to either party's termination of this Agreement in accordance with the provisions of the Agreement and related documents and shall survive any such termination.

SECTION 17 - LIMITATION OF LIABILITY

To the fullest extent permitted by applicable law, the total aggregate liability of AET and its officers, directors, partners, employees, subcontractors, agents, and sub-consultants, to Client and/or Client's employees, officers, directors, members, agents, assigns, successors, or partners, or anyone claiming through Client, for any and all injuries, damages, claims, losses, or expenses (including attorney's fees and costs) arising out of, resulting from or in any way related to Services provided by *AET* from any cause or causes, including, but not limited to, its negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty shall not exceed the total compensation in excess of costs received by AET for Services or $50,000, whichever is less. The limitation of liability set forth herein does not apply to claims arising solely out of or related to the willful or intentional acts of AET.

SECTION 18 - POSTING OF NOTICES ON EMPLOYEE RIGHTS

Effective June 21, 2010, prime contracts with a value of $100,000 or more and signed by federal contractors on projects with any agency of the United States government must comply with 29 CFR Part 471, which requires physical posting of a notice to employees of their rights under Federal labor laws. The required notice may be found at *29 Code of Federal Regulations Part 471, Appendix A to Subpart A*. The regulation also has a "flow-down" requirement for subcontractors under the prime agreement for subcontracts with a value of $10,000 or more. AET requires strict compliance of its subcontractors working on federal contracts subject to this regulation. The regulation has specific requirements for location of posting and language(s) for the poster.

SECTION 19 - TERMINATION

After 7 days' written notice, either party may elect to terminate work for justifiable reasons. In this event, the Client shall pay AET for all Services performed, including demobilization and reporting costs to complete the Services.

SECTION 20 - SEVERABILITY

Any provisions of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, Client and AET will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.

SECTION 21 - GOVERNING LAW

This Agreement shall be construed in accordance with the Laws of the State of Minnesota without regard to its conflicts of law provisions.

SECTION 22 - ENTIRE AGREEMENT

This Agreement, including these terms and conditions and attached proposal and appendices, is the entire agreement between AET and Client. Regardless of method of acceptance of this Agreement by the Client, this Agreement supersedes any written or oral agreements, including purchase/work orders or other Client agreements submitted to AET after the start of our Services. Any modifications to this Agreement must be mutually acceptable to both parties and accepted in writing. No considerations will be given to revisions to AET's terms and conditions or alternate contract format submitted by the Client as a condition for payment of AET's accrued Services.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
AMERICAN ENGINEERING TESTING, INC.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
550 CLEVELAND AVENUE NORTH

Requester's name and address (optional)

6 City, state, and ZIP code
ST. PAUL, MN 55114

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
4 1 - 0 9 7 7 5 2 1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** ▶ **Date** ▶ 1/1/24

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

AMERCON-12 KREYNOLDS1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/11/2023

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

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

PRODUCER License # 20443386
HUB International Great Plains, LLC
245 E. Roselawn Avenue
Suite 31
Saint Paul, MN 55117-1940

CONTACT NAME: Ann Ross
PHONE (A/C, No, Ext): (651) 288-5137 FAX (A/C, No): (651) 286-0560
E-MAIL ADDRESS: ann.ross@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Phoenix Insurance Company	25623
INSURER B : The Travelers Indemnity Company of America	25666
INSURER C : Travelers Property Casualty Company of America	25674
INSURER D : Charter Oak Fire Insurance Company	25615
INSURER E : Continental Casualty Company	20443
INSURER F :	

INSURED
AMERICAN CONSULTING SERVICES INC
AMERICAN ENGINEERING TESTING INC
AMERICAN PETROGRAPHIC SERVICES INC
550 CLEVELAND AVE N
ST PAUL, MN 55114-1804

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			P630539K8896PHX24	1/1/2024	1/1/2025	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 25,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			8102L6457122443G	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			CUP3K2260092443	1/1/2024	1/1/2025	EACH OCCURRENCE	$ 15,000,000
							AGGREGATE	$ 15,000,000
								$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB9H9151012443G	1/1/2024	1/1/2025	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
E	PROF/POLL LIABILITY			ECH254066939	1/1/2024	1/1/2025	EACH CLAIM	10,000,000
E	RETRO: 070287			ECH254066939	1/1/2024	1/1/2025	AGGREGATE	15,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RENEWALS: contracts@teamAET.com

ILLUSTRATION ONLY

CERTIFICATE HOLDER

ILLUSTRATION CERTIFICATE

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

J. Craig McBride

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Braun Intertec Corporation
11001 Hampshire Avenue S
Minneapolis, MN 55438

Phone: 952.995.2000
Fax: 952.995.2020
Web: braunintertec.com

October 11, 2024 Proposal QTB204862

City of Rogers
c/o Mr. Kory Reiners
Terra Construction
21025 Commerce Blvd, Suite 1000
Rogers, MN 55374

Re: Proposal for Special Inspection and Testing Services
Rogers Indoor Turf
14160 James Road
Rogers, Minnesota

Dear Mr. Reiners:

Braun Intertec Corporation is pleased to submit this proposal to provide special inspections and testing services for Rogers Indoor Turf in Rogers, Minnesota.

We have completed the geotechnical evaluation, so we have a unique understanding of the site and construction challenges. We can aid the construction team by applying this experience and transferring our knowledge developed during the design phase which will provide professional continuity to the construction. Our work on the project to date gives us familiarity with the project team and design development which allows us to understand some of the considerations used when developing the projects design.

Our Understanding of Project

We understand this project will include the construction of an indoor turf facility with an approximate building footprint of 85,767 square feet. The building will be a modular building, with slab-on-grade (no basement) and structural steel framing supported on typical spread footings following soil corrections and replacement with engineered fill to design grades. The footings are designed to bear on a subgrade capable of supporting a bearing pressure of 3,000 pounds per square foot. Associated site work includes installation of underground utilities and surficial pavements for parking lots and drive lanes.

Available Information

This proposal was prepared using the following documents and information.

- Project plans and specifications prepared by JLG Architects, dated September 23, 2024.
- Project Addendum #1, dated October 1, 2024.
- Special Inspection and Testing Schedule prepared by Design Tree Engineering, dated September 19, 2024.

- A Geotechnical Evaluation Report prepared by Braun Intertec under Project Number B2110785, dated January 6, 2022.

- Addendum No. 1 to Geotechnical Evaluation Report prepared by Braun Intertec under Project Number B2110785.00, dated March 25, 2022.

Scope of Services

Services are performed under the direction of a licensed professional engineer, on a periodic basis, depending on the construction schedule and when they are requested by the general contractor. After reviewing available information to determine compliance with project plans and/or specifications, other design or construction documents, and applicable ASTM and other industry standards, our scope of services for the project will be limited to the tasks defined below.

Soil Related Services

- Observe and evaluate the soils exposed in excavations to determine if the soils are similar to those encountered with the geotechnical evaluation and suitable for support of fill, foundations or pavements. Our engineer can provide consultation for conditions that appear to differ from the geotechnical evaluation.

- Perform laboratory Proctor tests to determine the maximum Proctor dry densities and optimum moisture contents of prospective fill materials.

- Observe the placement and compaction of fill.

- Test compacted fill placed below building footprints and oversizing areas, below slabs and/or pavements, adjacent to walls, in utility trenches, and in areas for which compaction specifications have been provided, to determine if the relative compaction was achieved.

Concrete Related Services

- Observe concrete reinforcement placement.

- Observe the general placement of bolts and other embeds in the plastic concrete.

- Sample and test the plastic concrete for slump, air content, temperature and prepare test cylinders for laboratory compressive strength testing with ACI level 1 field technicians. We will perform concrete testing on structural items as required by the IBC. Though not required by the IBC we have included testing for the interior slab on grade. We are not providing costs for exterior concrete testing, but can perform these services at the rates shown if requested.

- Observe the concrete placement and test sample preparation.

- Perform laboratory compressive strength testing of the concrete samples.

Structural Steel and Precast Concrete Welding Related Services

- Observe and test the structural steel welded and bolted connections in the field.
- Observe and test the precast concrete welded or bolted connections.
- Observe and document the installation of the base plate anchor bolts.
- Observe the installation of post-installed anchors.

Paving Related Services

- Observe test rolls of the pavement subgrade soils and/or aggregate base layer to determine if the materials tested are capable of supporting bituminous pavement.

Engineering Review and Reporting Services

- Provide engineering consulting services, review test results and observations reports, and prepare required final reports.
- Management, including scheduling of our field personnel and communication with the contractor, owner, building official, and design team.
- Transmit results to the project team on weekly basis to the contractor, owner, building official, and design team.

Basis of Scope of Work

The fees associated with the proposed scope of services were estimated using the following assumptions. If the construction schedule is modified or the contractor completes the various phases of the project at different frequencies or durations than shown in this proposal, we may need to adjust the overall fees accordingly. The scope of work and number of trips required to perform these services are as shown in the attached table. Notable assumptions in developing our estimate include:

- This project will begin in fall of 2024, and will be substantially complete by about fall of 2025.
- Assumptions regarding the number of trips for special inspections and testing are outlined in the attached cost estimate table. As the contractor's schedule becomes available and designs are finalized, please review this proposed scope of work to determine if the project's needs and budget will be met.
- The earthwork phase of the project will be substantially complete in 2 weeks. We have assumed that periodic earthwork observation and testing will be required.
- The inspection of the reinforcement associated with structural concrete will be performed immediately prior to testing of the concrete with no additional trips or time incurred.

- We assume the structural steel fabricator will be AISC certified and review of quality control manual or inspections of the fabrication shop are not required. If this assumption is not correct, please call us and we will provide a cost estimate for the fabrication shop inspections.

- We have not provided scope related to the "Artificial Grass" items listed in the special inspection report as these services are typically performed by other parties.

- No special site specific training or gear is required to complete our scope of services.

- Parking will be available on site for our vehicles.

- You, or others you may designate, will provide us with current and approved plans and specifications for the project. Modification to these plans must also be sent to us so we can review their incorporation into the work.

- We will require a minimum of 24 hours' notice for scheduling inspections for a specific time. Shorter than 24 hours' notice may impact our ability to perform the requested services, and the associated impacts will be the responsibility of others.

Fees

We will furnish the services described in this proposal on a time and materials basis for an estimated fee of **$37,322**.

A tabulation showing hourly and unit rates associated with our proposed scope of services is attached. The actual cost of our services will be based on the actual units or hours expended to meet the requirements of the project documents.

This cost estimate was developed with the understanding that the scope of services defined herein will be required and requested during our normal work hours of 6:00 a.m. to 5:00 p.m., Monday through Friday. Services that we are asked to provide to meet the project requirements or the contractor's construction schedule outside our normal work hours will be invoiced using an overtime rate factor. The factor for services provided outside our normal work hours or on Saturday will be 1.25 times the normal hourly rate for the service provided. The factor for services provided on Sunday or legal holidays will be 1.5 times the normal hourly rate for the service provided. We have not included premiums for overtime; however, we recommend that allowances and contingencies be made for overtime charges based on conversations with the contractor. You will be billed only for services provided on a time and material basis.

Because our services are directly controlled by the schedule and performance of others, the actual cost may vary from our estimate. Invoices for our services will be based on the actual number of hours provided for the project and the units tested. It is difficult to project all of the services and the quantity of services that may be required for any project. If services are required that are not discussed above, we will provide them at the rates shown in the attached table or, if not shown, at our current Schedule of Charges. We will invoice you on a monthly basis.

General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. After reviewing this proposal, **please sign and return one copy to our office as notification of acceptance and authorization to proceed**. If anything in this proposal is not consistent with your requirements, please let us know immediately. Braun Intertec will not release any written reports until we have received a signed agreement. Also, ordering services from Braun Intertec constitutes acceptance of the terms of this proposal (including the attached General Conditions).

The proposed fee is based on the scope of services described and the assumption that our services will be authorized within 30 days and that others will not delay us beyond our proposed schedule.

We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Aaron Schulzetenberg at 612.270.3462 (aschulzetenberg@braunintertec.com) or Brad McCarter at 952.995.2268 (bmccarter@braunintertec.com).

Sincerely,

BRAUN INTERTEC CORPORATION

Aaron R. Schulzetenberg, PE
Senior Engineer

Bradley J. McCarter, PE
Director, Senior Engineer

Attachments:
Cost Estimate Table
General Conditions – CMT (1/1/18)

The proposal is accepted. We will reimburse you in accordance with this agreement, and you are authorized to proceed:

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

BRAUN INTERTEC
The Science You Build On.

Project Proposal

QTB204862

Rogers Indoor Turf

Client:	Work Site Address:	Service Description:
City of Rogers 22350 S Diamond Lake Rd Rogers, MN 55374 (763) 428-2253	14160 James Road Rogers, MN 55374	Special Inspections and Construction Materials Testing

	Description	Quantity	Units	Unit Price	Extension
Phase 1	**Construction and Materials Testing**				
Activity 1.1	**Soil Observations and Testing**				**$13,794.00**
206	**Excavation Observations**	15.00	Hour	114.00	$1,710.00
	Work Activity Detail — ***Qty*** ***Units*** ***Hrs/Unit*** ***Extension***				
	Site Grading — *5.00* *Trips* *3.00* *15.00*				
207	**Compaction Testing - Nuclear**	68.00	Hour	94.00	$6,392.00
	Work Activity Detail — ***Qty*** ***Units*** ***Hrs/Unit*** ***Extension***				
	Site Grading — *5.00* *Trips* *3.00* *15.00*				
	Foundation/Wall Backfill — *8.00* *Trips* *2.50* *20.00*				
	Utilities, Storm, Sanitary, Water Main — *6.00* *Trips* *2.50* *15.00*				
	Turf Field Subgrade Preparation — *6.00* *Trips* *3.00* *18.00*				
1308	**Nuclear moisture-density meter charge, per hour**	68.00	Each	28.00	$1,904.00
1861	**CMT Trip Charge**	30.00	Each	50.00	$1,500.00
126	**Project Engineer**	8.00	Hour	186.00	$1,488.00
1318	**Moisture Density Relationship (Standard), per sample**	4.00	Each	200.00	$800.00
Activity 1.2	**Concrete Observations and Testing**				**$18,198.00**
260	**Concrete Observations**	23.00	Hour	114.00	$2,622.00
	Work Activity Detail — ***Qty*** ***Units*** ***Hrs/Unit*** ***Extension***				
	Footings/Column Pads — *8.00* *Trips* *1.00* *8.00*				
	Foundation Walls/Piers — *12.00* *Trips* *1.00* *12.00*				
	Stoop Slabs — *3.00* *Trips* *1.00* *3.00*				
126	**Project Engineer**	6.00	Hour	186.00	$1,116.00
261	**Concrete Testing**	65.00	Hour	94.00	$6,110.00
	Work Activity Detail — ***Qty*** ***Units*** ***Hrs/Unit*** ***Extension***				
	Footings/Column Pads — *8.00* *Trips* *2.50* *20.00*				
	Foundation Walls/Piers — *12.00* *Trips* *2.50* *30.00*				
	Stoop Slabs — *3.00* *Trips* *2.50* *7.50*				
	Slab On Grade — *2.00* *Trips* *2.50* *5.00*				
	Precast Topping Slab — *1.00* *Trips* *2.50* *2.50*				
278	**Concrete Cylinder Pick up**	15.00	Hour	94.00	$1,410.00
	Work Activity Detail — ***Qty*** ***Units*** ***Hrs/Unit*** ***Extension***				
	Cylinder Pickup — *15.00* *Trips* *1.00* *15.00*				
1861	**CMT Trip Charge**	40.00	Each	50.00	$2,000.00
1364	**Compressive strength of concrete cylinders (ASTM C 39),per specimen**	130.00	Each	38.00	$4,940.00
	Work Activity Detail — ***Qty*** ***Units*** ***Hrs/Unit*** ***Extension***				
	Footings/Column Pads — *8.00* *Set* *5.00* *40.00*				
	Foundation Walls/Piers — *12.00* *Set* *5.00* *60.00*				
	Stoop Slabs — *3.00* *Set* *5.00* *15.00*				
	Slab On Grade — *2.00* *Set* *5.00* *10.00*				
	Precast Topping Slab — *1.00* *Set* *5.00* *5.00*				
Activity 1.3	**Structural Steel Observations**				**$1,850.00**

	605	**ICC Structural Steel Technician**		12.00	Hour	122.00	$1,464.00
		Work Activity Detail	***Qty***	***Units***	***Hrs/Unit***	***Extension***	
		Welding, Framing, Bolting	*3.00*	*Trips*	*3.00*	*9.00*	
		Precast Concrete Connections	*1.00*	*Trips*	*3.00*	*3.00*	
	126	**Project Engineer**		1.00	Hour	186.00	$186.00
	1664	**NDE Trip charge**		4.00	Each	50.00	$200.00
Activity 1.4		**Pavement Observations & Testing**					**$1,836.00**
	211	**Proofroll Observations**		12.00	Hour	122.00	$1,464.00
		Work Activity Detail	***Qty***	***Units***	***Hrs/Unit***	***Extension***	
		Parking lots/Drive Lanes	*4.00*	*Trips*	*3.00*	*12.00*	
	126	**Project Engineer**		2.00	Hour	186.00	$372.00
Activity 1.5		**Project Management**					**$1,644.00**
	238	**Project Assistant**		6.00	Hour	94.00	$564.00
	125	**Project Control Specialist**		3.00	Hour	152.00	$456.00
	128	**Senior Engineer**		3.00	Hour	208.00	$624.00
						Phase 1 Total:	**$37,322.00**

Proposal Total:	**$37,322.00**

General Conditions

Construction Material Testing and Special Inspections

BRAUN INTERTEC

Section 1: Agreement

1.1 Our agreement with you consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between you and us. It supersedes prior agreements. It may be modified only in a writing signed by us, making specific reference to the provision modified.

1.2 The words "you," "we," "us," and "our" include officers, employees, and subcontractors.

1.3 In the event you use a purchase order or other documentation to authorize our scope of work ("Services"), any conflicting or additional terms are not part of this Agreement. Directing us to start work prior to execution of this Agreement constitutes your acceptance. If, however, mutually acceptable terms cannot be established, we have the right to terminate this Agreement without liability to you or others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

Section 2: Our Responsibilities

2.1 We will provide Services specifically described in this Agreement. You agree that we are not responsible for services that are not expressly included in this Agreement. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

2.2 In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction. If during the one year period following completion of Services it is determined that the above standards have not been met and you have promptly notified us in writing of such failure, we will perform, at our cost, such corrective services as may be necessary, within the original scope in this Agreement, to remedy such deficiency. Remedies set forth in this section constitute your sole and exclusive recourse with respect to the performance or quality of Services.

2.3 We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and further that site conditions may vary over distance or change over time.

2.4 Our duties do not include supervising or directing your representatives or contractors or commenting on, overseeing, or providing the means and methods of their services unless expressly set forth in this Agreement. We will not be responsible for the failure of your contractors, and the providing of Services will not relieve others of their responsibilities to you or to others.

2.5 We will provide a health and safety program for our employees, but we will not be responsible for contractor, owner, project, or site health or safety.

2.6 You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our employees are authorized by you to refuse to work under conditions that may be unsafe.

2.7 Unless a fixed fee is indicated, our price is an estimate of our project costs and expenses based on information available to us and our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

Section 3: Your Responsibilities

3.1 You will provide us with prior environmental, geotechnical and other reports, specifications, plans, and information to which you have access about the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed Services.

3.2 You will provide access to the site. In the performance of Services some site damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site. We have not included the cost of restoration of damage in the estimated charges.

3.3 If we notify you that radiographic or gamma ray equipment or other nuclear testing or measuring device will be used, you will be responsible for the cooperation of your employees and your contractors in observing all radiation safety standards.

3.4 You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any work site. If we observe or suspect the presence of contaminants not anticipated in this Agreement, we may terminate Services without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

3.5 The time our field personnel spend on the job site depends upon the scheduling of the work we are observing or testing. You agree that any changes in scheduling may result in additional costs and agree to pay for those services at the rates listed in our cost estimate.

3.6 You agree to include us as an indemnified party in your contracts, if any, for work by others on the project, protecting us to the same degree as you are protected. You agree to list us as an Additional Insured under your liability insurance policies and to require subrogation be waived against us and that we will be added as an Additional Insured on all policies of insurance, including any policies required of your contractors or subcontractors, covering any construction or development activities to be performed on the project site.

Section 4: Reports and Records

4.1 Unless you request otherwise, we will provide our report(s) in an electronic format.

4.2 Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property. We hereby grant you a license to use the reports and related information we provide only for the related project and for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval. *You agree to indemnify, defend, and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use.*

4.3 If you do not pay for Services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control.

4.4 Electronic data, reports, photographs, samples, and other materials provided by you or others may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

Section 5: Compensation

5.1 You will pay for Services as stated in this Agreement. If such payment references our Schedule of Charges, the invoicing will be based upon the most current schedule. An estimated amount is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.

5.2 You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices upon receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

5.3 If you direct us to invoice a third party, we may do so, but you agree to be responsible for our compensation unless the third party is

creditworthy (in our sole opinion) and provides written acceptance of all terms of this Agreement.

5.4 Your obligation to pay for Services under this Agreement is not contingent on your ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, your successful completion of any project, receipt of payment from a third party, or any other event. No retainage will be withheld.

5.5 If you do not pay us in accordance with this Agreement, you agree to reimburse all costs and expenses for collection of the moneys invoiced, including but not limited to attorney fees and staff time.

5.6 You agree to compensate us in accordance with our Schedule of Charges if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.

5.7 If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work changes, or if changed labor conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice, the schedule will be extended for each day of delay, and we will be compensated for costs and expenses incurred in accordance with our Schedule of Charges.

5.8 If you fail to pay us in accordance with this Agreement, we may consider the default a total breach of this Agreement and, at our option, terminate our duties without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

5.9 In consideration of our providing insurance to cover claims made by you, you hereby waive any right to offset fees otherwise due us.

Section 6: Disputes, Damage, and Risk Allocation

6.1 Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s) attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

6.2 ***Notwithstanding anything to the contrary in this Agreement, neither party hereto shall be responsible or held liable to the other for punitive, indirect, incidental, or consequential damages, or liability for loss of use, loss of business opportunity, loss of profit or revenue, loss of product or output, or business interruption.***

6.3 You and we agree that any action in relation to an alleged breach of our standard of care or this Agreement shall be commenced within one year of the date of the breach or of the date of substantial completion of Services, whichever is earlier, without regard to the date the breach is discovered. Any action not brought within that one year time period shall be barred, without regard to any other limitations period set forth by law or statute. We will not be liable unless you have notified us within 30 days of the date of such breach and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages. You agree not to make a claim against us unless you have provided us at least 30 days prior to the institution of any legal proceeding against us with a written certificate executed by an appropriately licensed professional specifying and certifying each and every act or omission that you contend constitutes a violation of the standard of care governing our professional services. Should you fail to meet the conditions above, you agree to fully release us from any liability for such allegation.

6.4 ***For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability for all claims will not exceed the fee paid for Services or $50,000, whichever is greater. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to $100,000 provided that, within 10 days of the date of this Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than $500, to compensate us for the greater risk undertaken.*** This increased fee is not the purchase of insurance.

6.5 ***You agree to indemnify us from all liability to others in excess of the risk allocation stated herein and to insure this obligation. In addition, all indemnities and limitations of liability set forth in this Agreement apply however the same may arise, whether in contract, tort, statute, equity or other theory of law, including, but not limited to, the breach of any legal duty or the fault, negligence, or strict liability of either party.***

6.6 This Agreement shall be governed, construed, and enforced in accordance with the laws of the state in which our servicing office is located, without regard to its conflict of law rules. The laws of the state of our servicing office will govern all disputes, and all claims shall be heard in the state or federal courts for that state. Each of us waives trial by jury.

6.7 No officer or employee acting within the scope of employment shall have individual liability for his or her acts or omissions, and you agree not to make a claim against individual officers or employees.

Section 7: General Indemnification

7.1 *We will indemnify and hold you harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by your negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible*.

7.2 To the extent it may be necessary to indemnify either of us under Section 7.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

Section 8: Miscellaneous Provisions

8.1 We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured shall be limited to losses caused by our negligence.

8.2 You and we, for ourselves and our insurers, waive all claims and rights of subrogation for losses arising out of causes of loss covered by our respective insurance policies.

8.3 Neither of us will assign or transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

8.4 This Agreement may be terminated early only in writing. You will compensate us for fees earned for performance completed and expenses incurred up to the time of termination.

8.5 If any provision of this Agreement is held invalid or unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

8.6 No waiver of any right or privilege of either party will occur upon such party's failure to insist on performance of any term, condition, or instruction, or failure to exercise any right or privilege or its waiver of any breach.

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made on the 22nd day of October, 2024, between the **CITY OF ROGERS, 22350 S. Diamond Lake Road, Rogers MN 55374** ("City") and **AMERICAN ENGINEERING TESTING, 5548 Barthel Industrial Drive, Suite 500, Albertville, MN 55301** (“Consultant”).

Preliminary Statement

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

The City and Consultant agree as follows:

1. **Consultant's Services**. The Consultant agrees to provide professional services as described in Exhibit A, Scope of Work, attached hereto and incorporated herein. Consultant agrees to use the City's standard specifications in any bidding documents prepared under this Agreement. The requirements of this section may be waived by the City if the City Engineer determines that they are not necessary for the successful completion of the project. Consultants requesting a requirement to be waived must have written authorization from the City Engineer.

2. **Time for Performance of Services**. The Consultant will perform the services outlined in Exhibit A, Scope of Work within the prescribed days from the date of the contract award. Any changes in this schedule must be approved in writing by the City.

3. **Compensation for Services**. City agrees to pay the Consultant for services as described in Exhibit A, Scope of Work as may be amended from time to time by mutual written agreement by City and Consultant.

4. **Method of Payment**. The Consultant must submit itemized bills for services provided to the City on a monthly basis. Bills submitted will be paid in the same manner as other claims made to the City.

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

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

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

6. **Term**. The term of this Agreement will be from July 12th, 2023 through final project closeout by the City Council and receipt of all Consultant deliverables, the date of signature by the parties notwithstanding. This Agreement may be extended upon the written mutual consent of the parties for such additional period as they deem appropriate, and upon the terms and conditions as herein stated.

7. **Termination**. This Agreement may be terminated by City by seven (7) day's written notice to Consultant delivered to the address written above. Upon termination under this provision, the Consultant will be paid for services rendered and reimbursable expenses incurred prior to the effective date of termination.

   In the event the City uses the Instruments of Service after terminating this Agreement, the City releases the Consultant and subconsultant(s) from all claims and causes of action arising from such uses. The City, to the extent permitted by law, further agrees to indemnify and hold harmless the Consultant and its subconsultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the City's use of the Instruments of Service after termination of this Agreement.

8. **Subcontractor**. The Consultant must not enter into subcontracts for any of the services provided for in this Agreement without the express written consent of the City.

9. **Independent Contractor**. At all times and for all purposes hereunder, the Consultant is an independent contractor and not an employee of the City. No statement herein shall be construed so as to find the Consultant an employee of the City.

10. **Assignment**. Neither party will assign this Agreement, nor any interest arising herein, without the written consent of the other party.

11. **Services Not Provided For**. No claim for services furnished by the Consultant not specifically provided for herein will be honored by the City.

12. **Severability**. The provisions of this Agreement are severable. If any portion hereof is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision will not affect the remaining provisions of the Agreement.

13. **Entire Agreement**. The entire Agreement of the parties is contained herein. This Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions or waivers of the provisions of this Agreement will be valid only when expressed in writing and duly signed by the parties unless otherwise provided herein.

14. **Compliance with Laws and Regulations**. In providing services hereunder, the Consultant must abide by all statutes, ordinances, rules and regulations pertaining to the provision of services to be provided. Any violation will constitute a material breach of this Agreement and entitle the City to immediately terminate this Agreement.

15. **Waiver**. Any waiver by either party of a breach of any provisions of this Agreement will not affect, in any respect, the validity of the remainder of this Agreement.

16. **Indemnification**. The Consultant must indemnify and hold harmless the City, its employees and agents, for all claims, damages, losses and expenses, including but not limited to attorney's fees which they may suffer or for which they may be held liable, as a result of, and to the extent of, the negligent or wrongful acts of the Consultant, his or her employees or anyone else for whom he or she is legally responsible in the performance of this Agreement.

17. **Insurance**. During the term of this Agreement, Consultant must maintain a general liability insurance policy with limits of $1,500,000 for each occurrence and $2,000,000 aggregate, for both personal injury and property damage.

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

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

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

Executed as of the day and year first written above.

CITY OF ROGERS

By:_____
Rick Ihli, Mayor

Date:_____

By:_____
Steven Stahmer, City Administrator

Date:_____

AMERICAN ENGINEERING TESTING

By:_____

Its: Contracts Officer

Date:_____

September 26, 2024

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

Attn: Doran Cote dcote@rogersmn.gov

RE: "Special Inspection" and Construction Testing Services Proposal
Rogers Indoor Turf
James Rd & 141st Ave N
Rogers, MN 55374
AET Proposal No. P-0037595

Dear Mr. Cote:

American Engineering Testing, Inc. (AET) is pleased to offer "Special Inspection" and construction testing services to the City of Rogers (hereafter referred to as the Client) for the referenced project. This proposal has been prepared in response to Terra Construction's invitation to bid, dated September 23, 2024, and describes our understanding of the project, our anticipated scope of services, our unit rates, and an estimated total fee to perform these services.

GEOTECHNICAL INFORMATION

A geotechnical exploration and analysis was performed for this project by Braun Intertec. The results were presented in their Geotechnical Exploration Report, dated January 6, 2022. A copy of that report has not been provided however, AET was involved in the preparation of the site for construction. Refer to those reports for more details regarding site conditions and recommendations.

PROJECT INFORMATION

We understand the proposed construction will be a new indoor turf field building. We assume the building will:

- Have one above-grade levels with a concrete slab-on-grade.
- Have a first-floor elevation of 905.5 feet.
- Have approximate overall plan dimensions of 226 feet by 379 feet.
- Have cast in place foundation walls; metal frame or precast concrete wall panels, and a metal deck roof supported by steel joists.
- Be able to tolerate normal amounts of settlement for this type of structure up to 1-inch total and ½-inch differential.

5548 Barthel Industrial Drive, Suite 500 | Albertville, MN 55301
Phone (763) 428-5573 | (800) 972-6364 | Fax (651) 659-1379 | teamAET.com | AA/EEO
This document shall not be reproduced, except in full, without written approval from American Engineering Testing, Inc.

AVAILABLE BID INFORMATION

Project documents provided to assist us in preparing this proposal included the following:

- Architectural, Structural, Civil Bid Package by JLG dated September 23, 2024.

SCOPE OF SERVICES

Based on our review of the available plans and specifications, our anticipated scope of services is outlined below.

Excavation Observations and Soil Testing

During excavation for the building and parking lots, a Staff Engineer from our firm will visit the site on a will-call basis to perform the following services:

- Observe the soils in the bottoms of the excavations completed at that time.
- Perform shallow hand auger borings in the excavations.
- Perform hand cone penetrometer (HCP) probes in the excavations.
- Evaluate the suitability of the soils present in the excavations to support the anticipated fill, structural loads, and pavements.
- Document the elevations at various locations at the bottoms of the excavations.
- Document that adequate oversizing of the excavations is provided to support lateral loads from the footings through the fill.

During placement of fill in the building excavations, pavement excavations, and utility trench excavations, an experienced Engineering Technician will visit the site on a will-call basis to test the compaction of the fill. The technician will perform the following services:

- In-place field density tests to evaluate the compaction of the fill soils using the nuclear density gauge or sand cone method.
- Standard Proctor tests for each different type of fill encountered at the test locations.
- Obtain samples of sand fill and/or aggregate base materials for sieve analysis tests.

We estimate a total of 5 trips will be required by the Staff Engineer to complete the observations. We estimate a total of 15 trips will be required by the Engineering Technician to perform the compaction testing of the fill soils.

Reinforcing Steel Observations

Prior to placement of concrete AET will observe the mild reinforcing steel placed in the formwork for cast-in-place concrete elements for the building addition. These observations will be performed on a will-call basis by an experienced Engineering Technician II working under the guidance of ICC certified personnel. While at the site, the AET personnel will perform the following services:

- Review the most recent plans and specifications available at the jobsite.
- Observe that the correct number, size, alignment, and spacing of the bars are provided for the structural elements observed.
- Observe that the reinforcing steel bars are provided with the specified cover from formwork, the ground surface, and any future concrete elements.
- Observe that the bars are free of dirt, rust, scale, ice, or other deleterious materials that will reduce adhesion to the concrete.
- Observe that anchor bolts are installed in the concrete at the spacing indicated on the project plans.

Any discrepancies or deficiencies that are observed will be brought to the attention of the contractor and/or their subcontractor. Daily reports of our observations will be available to the contractor and/or authorized personnel at the site.

AET does not provide surveying services, therefore, our observations of the reinforcing steel will be based on the positioning of the formwork by the contractor and/or their subcontractors. We are not responsible for the exact locations of the formwork, structural bolts, or embedded items.

Concrete Testing

Personnel from AET will perform testing of concrete on a will-call basis when requested by the contractor. These services will be performed by experienced, ACI certified Engineering Technicians at the frequencies required by the project specifications. On site visits when we are observing reinforcing steel, we will have the same Engineering Technician remain at the site to perform testing of the concrete, thus reducing mobilization charges. Our services will include the following:

- Document that the correct mix is delivered to the site by checking the delivery slips.
- Test the slump of the plastic concrete delivered to the site.
- Test the air content of the plastic concrete delivered to the site.
- Measure the temperature of the plastic concrete delivered to the site.
- Compare the test results to the requirements of the project specifications.

Any discrepancies from the project specifications will be brought to the attention of the contractor and/or their subcontractor. Daily field reports of our observations and testing will be available to the contractor and other authorized personnel at the site.

During placement of the concrete, our Engineering Technicians will also cast test cylinders for compressive strength testing. Project specifications require that one set of cylinders be cast for every 100 cubic yards (or fraction thereof) of each type of concrete placed each day. Each set will consist of five cylinders; one which will be tested after 7 days and three which will be tested after 28 days. The fifth cylinder will be held in reserve

for future testing, if required. AET will also pick up the cylinders from the site and return them to our laboratory for moist curing and testing. The results of our compressive strength tests will be presented periodically, as they become available.

We estimate a total of 14 trips will be required by the Engineering Technician to complete the reinforcing steel observation and concrete testing services for reinforced concrete portions of the new construction. We estimate a total of 10 trips will be required by an ACI certified Engineering Technician I for testing of non-reinforced concrete elements.

Welded and Bolted Connection Observations

During erection of the precast concrete panels and planks, structural steel frame, steel joists, and metal decking, AET will provide a Level II Engineering Technician certified in accordance with ASNT to perform observations of the welded and bolted connections. These services will be performed on a will-call basis when requested by the contractor. Our services will include the following:

- Observe bolted connections for compliance with Section 9a of the "Specification for Structural Joints using ASTM: A325 or ASTM: A490 Bolts" approved by the Research Council on Structural Connections.
- Observe welded connections for compliance with the requirements of Section 6 (steel frame) of the AWS "Structural Welding Code" D1.1. Fillet welds will be visually observed for length, quality, and suitability. Full or partial penetration welds will be tested by ultrasonic or magnetic particle methods.
- Observe deck welds for compliance with the requirements of the AWS “Structural Welding Code” D1.3.
- Observe deck fasteners to verify that the correct number and spacing is provided in accordance with the project specifications.

Any deficiencies or deviations which are observed will be reported to personnel from the contractor and/or their subcontractor. We estimate a total of 5 site visits will be required to complete our observations of the welded and bolted connections on this project. Daily field reports of our observations and testing will be available to the contractor and other authorized site personnel.

Floor Slab and Bituminous Subgrade Test-Roll Observations and Testing

During or after final grading of the interior floor slab and pavement subgrade soils, AET personnel will observe test-rolling of the subgrade soils by the contractor. These observations will be performed by a Staff Engineer on a will-call basis. Our scope of services will include the following:

- Observe the reaction/stability of the pavement subgrade soils as they are test-rolled by a loaded, tandem-axle dump truck.
- Evaluate the subgrade deflections under the wheel loads, and mark areas of excessive deflection. Areas of excessive deflection will be shown to personnel from the contractor and/or their subcontractors.
- Provide recommendations for correction of the unstable subgrade soils.

After placement of the Class 5 aggregate base, an Engineering Technician from our firm will test the compaction of these materials using either the nuclear density gauge method, or by performing DCP testing. The nuclear density gauge test results will be compared to the Standard Proctor maximum dry density.

We estimate a total of 2 site visits will be required to complete the test-roll observations of the floor slab subgrades and aggregate base compaction testing services.

We estimate a total of 2 site visits will be required to complete the test-roll observations of the pavement subgrades and aggregate base compaction testing services.

Bituminous Testing

Upon request of the client, when placement of the bituminous base and wear layers begins, an experienced Engineering Technician II would make site visits on a will-call basis to observe the placement and rolling of the bituminous layers and to perform testing of the bituminous. The technician would perform the following services:

- Measure the temperature of the bituminous as it is placed and while it is being rolled.
- Measure the thickness of the bituminous layer while it is being rolled.
- Help to establish a rolling pattern each day by observing the number of passes the roller makes over the bituminous, and measuring the density of the bituminous during the rolling to evaluate how many passes are needed to reach the maximum density.
- Obtain samples of the bituminous for laboratory testing.

We assume the paving will be performed in two stages with two lifts being placed during each stage, therefore, we assume that 3 trips would be performed by our Engineering Technician for the above referenced observation, testing, and sampling services.

REPORTING

Reports presenting the results of our observations and testing services will be provided periodically during the various phases of construction. At the completion of construction, we will issue a final report summarizing the results of all observations and testing services, if requested.

ESTIMATED FEES

Our services will be provided on a unit cost basis according to the unit rates provided in the attached Fee Schedule tabulation. Our monthly invoices will be determined by multiplying the number of personnel hours or tests by their respective unit rates. We have also estimated a total cost which we anticipate will be required to complete the previously described observations and testing services. This estimated total cost is based on our experience with similar projects. Our estimated total cost will be **$29,962.00.** The optional services would include floor flatness/levelness testing and fireproofing testing, which would each have a total additional cost of $6,087.00. We refer you to the attached Fee Schedule for an itemization of how we arrived at this estimated cost.

We caution that this is only an estimated cost. Often, variations in the overall cost of the services occur due to reasons beyond our control, such as construction change orders, weather delays, changes in the contractor's schedule, unforeseen conditions or retesting of services. These variations will affect the actual invoice totals, either increasing or decreasing our total costs for the project from those estimated in this proposal. If more time or tests are required, additional fees may be needed to complete the project testing services. If less time or tests are needed, a cost savings will be realized. We will not, however, exceed the estimated total cost for the project without first obtaining your authorization.

TERMS AND CONDITIONS

All AET Services are provided subject to the Terms and Conditions set forth in the enclosed Construction Service Agreement—Terms and Conditions, which, upon acceptance of this proposal, are binding upon you as the Client requesting Services, and your successors, assignees, joint ventures and third-party beneficiaries. Please be advised that additional insured status is granted only upon written acceptance of the proposal.

ACCEPTANCE

AET requests written acceptance of this proposal in the Proposal Acceptance box below, but the following actions shall constitute your acceptance of this proposal together with the Terms and Conditions: 1) issuing an authorizing purchase order for any of the Services described in this proposal, 2) authorizing AET's presence on site, or 3) written or electronic notification for AET to proceed with any of the Services described in this proposal. Please indicate your acceptance of this proposal by signing below and returning a copy to us. When you accept this proposal, you represent that you are authorized to accept on behalf of the Client.

GENERAL REMARKS

AET appreciates the opportunity to provide this service for you and looks forward to working with you on this project. If you have any questions or need additional information, please contact me.

Sincerely,
American Engineering Testing, Inc.

Prepared By:

Kevin Beidelman
Branch Supervisor
Phone: 763.244.5413
Email: kbeidelman@teamaet.com

Reviewed By:

LeRoy G. Callais
Senior Engineering Assistant
Phone: 612.965.9279
Email: lcallais@teamaet.com

Attachments: Fee Schedule Tabulation
Construction Service Agreement – Terms and Conditions
W9
Certificate of Insurance

ACCEPTANCE AND AUTHORIZATION: AET Proposal No. P-0037595

SIGNATURE:_____

PRINTED NAME:_____

COMPANY:_____

ADDRESS: _____

PHONE NUMBER AND EMAIL:_____

DATE:_____

INVOICING INFORMATION (Provide Company AP Department Information, if present.)

AP CONTACT NAME:_____

BILLING/MAILING ADDRESS:_____

AP PHONE NUMBER AND INVOICE EMAIL:_____

P.O. NO./ PROJECT NO.: _____

PROJECT TESTING SERVICES FEE SCHEDULE
Rogers Indoor Turf

Rogers, MN
AET PROPOSAL No. P-0037595

AMERICAN ENGINEERING TESTING

SERVICE DESCRIPTION	PROJECT BUDGET		
	ESTIMATED UNITS	UNIT RATE	BUDGET AMOUNT
Excavation Observations & Compaction Testing			
Excavation Observations - Engineer I for observations of excavations, consultation and reporting (assumes 5 trips to the jobsite).	15 Hour	$170.00	$2,550.00
Soil Density Testing - Technician II for soil compaction testing and reporting (assumes 15 trips to the jobsite).	30 Hour	$115.00	$3,450.00
Personal or company vehicle mileage.	0 Mile	$1.30	$0.00
Nuclear Density Gauge Rental - Daily	15 Day	$76.00	$1,140.00
ASTM D698 Standard Proctor	3 Test	$184.00	$552.00
Section Subtotal:			**$7,692.00**
Subgrade/Base Proof Roll Observations & Testing			
Proof Roll Observations - Senior Technician for observations, consultation and reporting (assumes 4 trips to the jobsite).	8 Hour	$135.00	$1,080.00
Personal or company vehicle mileage.	0 Mile	$1.30	$0.00
ASTM C136 Sieve Analysis of Aggregate (Coarse and Fine)	2 Test	$135.00	$270.00
Section Subtotal:			**$1,350.00**
Reinforcing Steel Observations & Concrete Testing			
Reinforcing Steel Observations & Concrete Testing - Technician II for observations of reinforcing steel and testing of concrete (assumes 14 trips to the jobsite).	30 Hour	$115.00	$3,450.00
Concrete Testing - Technician I for testing of concrete only - NO OBSERVATIONS OF REINFORCING STEEL (assumes 10 trips to the jobsite).	30 Hour	$100.00	$3,000.00
Concrete Cylinder Pickup - Technician I for driving to and from the site to pick up cast concrete cylinders.	14 Hour	$100.00	$1,400.00
Personal or company vehicle mileage.	0 Mile	$1.30	$0.00
ASTM C39 Concrete Compressive Strength - Curing, handling and testing of 4" x 8" concrete test cylinders (includes handling of non-tested cylinders).	140 Test	$42.00	$5,880.00
Section Subtotal:			**$13,730.00**
Non-Destructive Testing (NDT) Observations			
Structural Steel Observations - NDT Level II ICC/CWI Technician for observations of field welded and bolted connections, consultation and report preparation (assumes 5 trips to the jobsite).	15 Hour	$145.00	$2,175.00
Personal or company vehicle mileage.	300 Mile	$1.30	$390.00
Section Subtotal:			**$2,565.00**
Bituminous Observations & Testing			
Bituminous Density Testing - Technician II for nuclear density testing of bituminous without roll pattern observation (assumes 2 trips to the jobsite).	4 Hour	$115.00	$460.00
Personal or company vehicle mileage.	0 Mile	$1.30	$0.00
Gyratory Mix Properties (Suite of Tests) of bituminous; Rice Specific Gravity test and Gyratory Density test.	2 Test	$625.00	$1,250.00
Pavement Density & Thickness tests of bituminous core samples.	0 Test	$58.00	$0.00
Section Subtotal:			**$1,710.00**

PROJECT TESTING SERVICES FEE SCHEDULE
Rogers Indoor Turf

Rogers, MN
AET PROPOSAL No. P-0037595

AMERICAN ENGINEERING TESTING

SERVICE DESCRIPTION	PROJECT BUDGET		
	ESTIMATED UNITS	UNIT RATE	BUDGET AMOUNT
Optional Services ~ Spray-Applied Fireproofing Observations & Testing			
Fireproofing Testing - Technician II for testing, obtaining density test samples, consultation and report preparation (assumes 3 trips to the jobsite).	12 Hour	$115.00	$1,380.00
Personal or company vehicle mileage.	180 Mile	$1.30	$234.00
Fireproofing Density Tests	2 Test	$110.00	$220.00
ASTM E736 Cohesion/Adhesion of Sprayed Fire-Resistive Materials	2 Each	$41.00	$82.00
Section Subtotal:			**$1,916.00**
Optional Services ~ Floor Flatness & Levelness Testing			
Floor Flatness Testing - Engineer I to perform field data collection, analysis of data, consultation and report preparation (assumes 3 trips to the jobsite).	20 Hour	$170.00	$3,400.00
Personal or company vehicle mileage.	180 Mile	$1.30	$234.00
Rental of Profilograph.	3 Day	$179.00	$537.00
Section Subtotal:			**$4,171.00**
Project Management & Coordination			
Project Management - Engineer II/Project Manager for coordination of AET personnel and activities, attending meetings (if requested), consultation and report preparation.	14 Hour	$190.00	$2,660.00
Project Administrator for report preparation, review, invoicing.	3 Hour	$85.00	$255.00
Section Subtotal:			**$2,915.00**
	ESTIMATED SALES BUDGET		**$29,962.00**
	w/Optional Testing		**$36,049.00**

SECTION 1 - RESPONSIBILITIES

1.1 – This Service Agreement – Terms and Conditions ("terms and conditions") is applicable to all services ("Services") provided by American Engineering Testing, Inc. (AET). As used herein "Services" refer to the scope of Services described in the proposal submitted by AET to Client. The proposal, these terms and conditions and any appendices attached hereto shall comprise the agreement ("Agreement") between AET and Client for Services described in the proposal and are binding upon the Client, its successors, assignees, joint ventures and third-party beneficiaries. **AET requests written acceptance of the Agreement, but the following actions shall also constitute Client's acceptance of the Agreement: 1) issuing an authorizing purchase order, task order, service order, or any other documentation for any of the Services, 2) authorizing AET's presence on site, or 3) written or electronic notification for AET to proceed with any of the Services. Issuance of a purchase order, task order or service order by Client which contains separate terms and conditions will not take precedence or modify the terms and conditions contained in this Service Agreement AND THE TERMS AND CONDITIONS OF THIS SERVICE AGREEMENT AND ANY CORRESPONDING PROPOSAL ISSUED BY AET SHALL GOVERN UNLESS AUTHORIZED IN WRITING IN ADVANCE BY AET.**

1.2 - Prior to AET performing Services, Client will provide AET with all information that may affect the cost, progress, safety and performance of the Services. This includes, but is not limited to, information on proposed and existing construction, all pertinent sections of contracts between Client and their client and/or Owner which contain flow-down provisions to AET, if they are included, site safety plans or other documents which may control or affect AET's Services. If new information becomes available or changes are made during AET's Services, Client will provide such information to AET in a timely manner. Failure of Client to timely notify AET of changes to the project including, but not limited to, location, elevation, loading, or configuration of the structure or improvement will constitute a release of any liability of AET. Client will provide a representative for timely answers to project-related questions by AET.

1.3 - AET observes and tests earthwork and other construction operations and materials, and may provide opinions, conclusions and recommendations regarding the same. However, AET's Services do not relieve the contractors of their contractual responsibility to perform their work in accordance with approved plans, specifications and building code requirements.

1.4 - AET personnel do not have authority to accept, reject, direct or otherwise approve the work of the contractor. AET cannot stop work or waive or alter the requirements of the project documents. Any authority given to AET by Client must be in writing prior to the start of Services.

1.5 - AET does not perform construction management, general contracting or surveying services and our involvement with the project does not constitute any assumption of those responsibilities.

1.6 - Services performed by AET often include sampling at specific locations. Client acknowledges the limitations inherent in sampling. Variations in conditions occur between and beyond sampled/tested locations. The passage of time, natural occurrences and direct or indirect human activities at the site or distant from it may alter the actual conditions. Client assumes all risks associated with such variations.

1.7 - AET is not responsible for interpretations or modifications of AET's recommendations by other persons.

1.8 - Should change in conditions be alleged, Client agrees to notify AET before evidence of alleged change is no longer accessible for evaluation.

1.9 - Test borings and/or cone penetration test soundings to a proper depth below foundation grade and the base of suitable bearing soils are recommended to explore the deeper unseen soil and ground water conditions. Judgments made by AET personnel regarding the suitability of materials and ground water conditions below the bottom of an excavation are limited if sufficiently deep test borings/soundings are not provided by the Client prior to our observations and judgments. AET's opinions, conclusions and recommendations are qualified to that extent.

1.10 – Pricing in the proposal assumes use of these terms and conditions. AET reserves the right to amend pricing if Client requests modifications to the Agreement or use of Client's alternate contract format. Any contract amendments made after Client has authorized the Services shall be applicable only to Services performed after the effective date of such amendment. The proposal and these terms and conditions, including terms of payment, shall apply to all Services performed prior to the effective date of such amendment.

1.11 – The AET proposal accompanying these terms and conditions is valid for thirty (30) days after the proposal issuance date to the Client. Any attempt to authorize Services after the expiration date is subject to AET's right to revise the proposal as necessary.

SECTION 2 – ON CALL SERVICES

2.1 - If AET's Services are performed on an on-call basis at the direction of the Client or its authorized representatives, Client acknowledges the inherent limitations associated with performing engineering judgments and testing Services on an on-call basis, including without limitation, the inability to completely evaluate, document or judge work and conditions not directly observed or tested by AET. AET's opinions, conclusions, and recommendations are qualified to the extent of those limitations.

2.2 - Density tests of fill soils represent conditions only at the locations and elevations tested and do not necessarily represent conditions laterally, above or below. AET can only provide judgments regarding the engineered fill system to adequately support the design construction loadings by monitoring the filling process on a continuous basis for consistency of soil type, moisture content, lift thickness, and compaction effort.

2.3 – AET requires a minimum of 24 hours' notice of the need for Services. AET will not be liable for claims, damages, or delays related to failure of Client to provide adequate advance notice to AET.

SECTION 3 - SITE ACCESS, UNDERGROUND FACILITIES AND CONSTRUCTION STAKING

3.1 - Client will furnish AET safe and legal site access.

3.2 – With the exception of public utilities which AET will contact state "call before you dig" notification centers (e.g. Gopher State One call in Minnesota), Client will mark or cause to be marked the location of all other underground utilities and structures (Facilities) that service or are located on the site. AET shall be entitled to rely upon the accuracy of all location information supplied by any source.

3.3 – Client shall hold harmless, indemnify and defend AET from all claims, damages, losses, fines, penalties and expenses (including attorney's fees) arising out of or related to the following: a) Facilities that are not shown or vary from the locations shown on any plans or drawings, b) Facilities that are not located by or vary from the locations marked by Client, governmental or quasi-governmental locator programs, or private utility locating services, or c) any other Facilities that are not disclosed or vary from locations provided by the Client. The obligation to defend AET shall be independent of the obligation to indemnify and hold harmless AET and shall be with independent counsel acceptable to AET.

3.4 - The location and elevation of a proposed structure or facility shall be staked (with offsets) and controlled by surveying or GPS equipment by others. AET's measurements are made in relation to that information. The reliability of any opinions, conclusions, and recommendations based on those measurements is strictly dependent on the accuracy of the staking or GPS information provided by others.

3.5 - During construction, observations and testing Services are based on the positioning of the formwork by the contractor or its subcontractor. AET will not be responsible for any errors or damages resulting from improper location or positioning of the formwork.

SECTION 4 - SAFETY

4.1 - Client shall inform AET of any known or suspected hazardous materials or unsafe conditions at the site. Client or its authorized representative(s) is responsible for the safety of the jobsite. If, during the course of AET's Services, such materials or conditions are discovered, AET reserves the right to take measures to protect AET personnel and equipment or to immediately terminate Services. Client shall be responsible for payment of such additional protection costs.

4.2 - AET shall only be responsible for safety of AET employees at the site; the safety of all others shall be Client's or other persons' responsibility.

SECTION 5 - SAMPLES

5.1 - Client shall inform AET of any known or suspected hazardous materials prior to submittal to AET. All samples obtained by or submitted to AET remain the property of the Client during and after the Services. Any known or suspected hazardous material samples will be returned to the Client at AET's discretion.

5.2 - Non-hazardous samples will be held for thirty (30) days and then discarded unless, within thirty (30) days of the report date, the Client requests in writing that AET store or ship the samples. Storage and shipping costs shall be borne solely by Client.

SECTION 6 - PROJECT RECORDS

The original project records prepared by AET will remain the property of AET. AET shall retain these original records for a minimum of three years following submission of the report, during which period the project records can be made available to Client at AET's office at reasonable times.

SECTION 7 - STANDARD OF CARE

AET performs its Services consistent with the level of care and skill normally performed by other firms in the profession at the time of this service and in this geographic area, under similar budgetary constraints.

SECTION 8 - INSURANCE

AET maintains insurance with coverage and minimum limits shown below. AET will furnish certificates of insurance to Client upon request.

8.1 –

Workers' Compensation	Statutory Limits
Employer's Liability	$100,000 each accident $500,000 disease policy limit $100,000 disease each employee
Commercial General Liability	$1,000,000 each occurrence $1,000,000 aggregate
Automobile Liability	$1,000,000 each accident
Professional/Pollution Liability Insurance	$1,000,000 per claim $1,000,000 aggregate

8.2 - Commercial General Liability insurance will include coverage for Products/Completed Operations extending one (1) year after completion of AET's Services as outlined in our proposal, Property Damage, Personal Injury, and Contractual Liability coverage applicable to AET's indemnity obligations under this Agreement.

8.3 - Automobile Liability insurance shall include coverage for all owned, hired and non-owned automobiles.

8.4 - Professional/Pollution Liability Insurance is written on a claims-made basis and coverage will be maintained for one (1) year after completion of AET's Services as outlined in our proposal. Renewal policies during this period shall maintain the same retroactive date.

8.5 - **To the extent permitted by applicable state law, and upon Client's signing of the proposal, which includes these Terms and Conditions, and return of the same to AET, or Client provided forms of acceptance as defined in Section 1.1; Client and Owner shall be named an "additional insured" on AET's Commercial General Liability Policy (Form CG D4 14, which includes blanket coverage for the Additional Insured on a Primary and Non-Contributory basis). Client and Owner shall also be named an "additional insured" on a Primary and Non-contributory basis on AET's Automobile Liability Policy (Form CA T4 74). Any other endorsement, coverage or policy requirement may result in additional charges.**

8.6 - AET will maintain insurance coverage required by this Agreement at its sole expense, provided such insurance is reasonably available, with insurance carriers licensed to do business in the state in which the project is located and having a current A.M. Best rating of no less than A minus (A-). Such insurance shall provide for thirty (30) days prior written notice to Client for notice of cancellation or material limitations for the policy or ten (10) days' notice for non-payment of premium.

8.7 - AET reserves the right to charge Client for AET's costs for additional coverage requirements unknown on the date of the proposal, e.g., coverage limits or policy modification including waiver of subrogation, additional insured endorsements and other project specific requirements.

SECTION 9 - DELAYS

If delays to AET's Services are caused by Client or Owner, other parties, strikes, natural causes, pandemic, weather, or other items beyond AET's control, a reasonable time extension for performance of the Services shall be granted, and AET shall receive an equitable fee adjustment.

SECTION 10 - PAYMENT, INTEREST AND BREACH

10.1 - Invoices are due net thirty (30) days from the date of receipt of an undisputed invoice. Invoices will be paid without reductions for bond or retention. Client will inform AET of invoice questions or disagreements within fifteen (15) days of invoice date; unless so informed, invoices are deemed correct.

10.2 – Invoices remaining unpaid for sixty (60) days shall constitute a material breach of this Agreement, permitting AET, in its sole discretion and without limiting any other legal or equitable remedies for such breach, to terminate performance of this Agreement and be relieved of any associated duties to the Client or other persons. Further, AET may withhold from Client data and reports in AET's possession. If Client fails to cure such breach, all reports associated with the unpaid invoices shall immediately upon demand be returned to AET and Client may neither use nor rely upon such reports or the Services.

10.3 – AET reserves the right to pursue any unpaid invoice utilizing available remedies at law. AET explicitly reserves its Mechanic Lien or Bond Claim rights for nonpayment of an undisputed invoice. Client is responsible for paying AET expenses and attorney fees related to collection of past due invoices.

10.4 – AET reserves the right to charge a 2.5% fee on any payment made using a credit card or debit card.

SECTION 11 - CHANGE ORDERS

AET's proposal associated with this project may provide an estimated cost for the work. If the proposal amount is a time and material estimate, or if changes occur affecting the project scope, estimated quantities, project schedule or other unforeseen conditions, AET will communicate with Client and request a change order. However, nothing in this agreement shall be construed in any way as a waiver of payment by Client to AET for Services authorized under this agreement. Approval of a change order may be in writing, by electronic communication, or any directive for additional Services.

SECTION 12 - MEDIATION

12.1 - Except for enforcement of AET's rights to payment for Services rendered or to assert and/or enforce its lien rights, including without limitation assertion and enforcement of mechanic's lien rights and foreclosure of the same, Client and AET agree that any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party; provided however that if either party fails to respond to a request for mediation within sixty (60) days, the party requesting mediation may without further notice, proceed to arbitration or the institution of legal or equitable proceedings.

12.2 - Mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. Request for mediation shall be in writing and the parties shall share the mediator's fee and any filing fees equally and each party shall pay their own legal fees. The mediator shall be acceptable to both parties and shall have experience in commercial construction matters.

SECTION 13 - LITIGATION REIMBURSEMENT

Except for matters relating to non-payment of fees, which is governed by Section 10 hereof, payment of attorney's fees and costs associated with lawsuits or arbitration of disputes between AET and Client, which are dismissed or are judged substantially in either party's favor, shall be paid by the non-prevailing party. Applicable costs include, but are not limited to, attorney and expert witness fees, court costs, and other direct costs.

SECTION 14 - MUTUAL INDEMNIFICATION

14.1 - Subject to the limitations contained in Sections 14 and 17, AET agrees to indemnify Client from and against damages and costs to the extent caused by AET's negligent performance of the Services.

14.2 - Client agrees to indemnify AET from and against damages and costs to the extent caused by the intentional acts or negligence of the Client, Owner, Client's contractors and subcontractors or other third parties.

14.3 - If Client has an indemnity agreement with other persons or entities relating to the project for which AET's Services are performed, the Client shall include AET as an Additional Insured.

14.4 - AET's indemnification to the Client, including any indemnity required or implied by law, is limited solely to losses or damages caused by its failure to meet the standard of care and only to the extent of its negligence.

SECTION 15 - NON-SOLICITATION

Each party to this Agreement (a "Party") agrees that it will not encourage, induce, or actively solicit any employee of the other party to leave their employment for any reason, provided that neither Party is precluded from (a) hiring any such employee who has been terminated by a Party or its subsidiaries prior to commencement of employment discussions between a Party and such employee, or (b) soliciting any such employee by means of a general advertisement or through an employment agency that does not specifically pursue the employee, or (c) hiring employees or former employees of the other Party who contact the Party on its own accord. This Non-Solicitation provision shall be effective and enforceable for six (6) months following termination of this Agreement.

SECTION 16- MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

Except as specifically set forth herein and to the extent permitted by applicable law, Client and AET waive against each other, and each other's officers, directors, members, subcontractor, agents, assigns, successors, partners, and employees any and all claims for or entitlement to special, incidental, indirect, punitive, or consequential damages arising out of, resulting from, or in any way related to the Services provided by AET under this Agreement. This mutual waiver of consequential damages includes, but is not limited to, the following: loss of profits; loss of revenue; rental costs/expenses incurred; loss of income; loss of use of property, equipment, materials or services; loss of opportunity; loss of rent; loss of good will; loss of financing; loss of credit; diminution of value; loss of business and reputation; loss of management or employee productivity or the services of such persons; increased financing costs; cost of substitute facilities; cost of substitute goods/property/equipment; cost of substitute services; and/or cost of capital. This mutual waiver is applicable, without limitation,

to all consequential damages due to either party's termination of this Agreement in accordance with the provisions of the Agreement and related documents and shall survive any such termination.

SECTION 17 - LIMITATION OF LIABILITY

To the fullest extent permitted by applicable law, the total aggregate liability of AET and its officers, directors, partners, employees, subcontractors, agents, and sub-consultants, to Client and/or Client's employees, officers, directors, members, agents, assigns, successors, or partners, or anyone claiming through Client, for any and all injuries, damages, claims, losses, or expenses (including attorney's fees and costs) arising out of, resulting from or in any way related to Services provided by *AET* from any cause or causes, including, but not limited to, its negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty shall not exceed the total compensation in excess of costs received by AET for Services or $50,000, whichever is less. The limitation of liability set forth herein does not apply to claims arising solely out of or related to the willful or intentional acts of AET.

SECTION 18 - POSTING OF NOTICES ON EMPLOYEE RIGHTS

Effective June 21, 2010, prime contracts with a value of $100,000 or more and signed by federal contractors on projects with any agency of the United States government must comply with 29 CFR Part 471, which requires physical posting of a notice to employees of their rights under Federal labor laws. The required notice may be found at *29 Code of Federal Regulations Part 471, Appendix A to Subpart A*. The regulation also has a "flow-down" requirement for subcontractors under the prime agreement for subcontracts with a value of $10,000 or more. AET requires strict compliance of its subcontractors working on federal contracts subject to this regulation. The regulation has specific requirements for location of posting and language(s) for the poster.

SECTION 19 - TERMINATION

After 7 days' written notice, either party may elect to terminate work for justifiable reasons. In this event, the Client shall pay AET for all Services performed, including demobilization and reporting costs to complete the Services.

SECTION 20 - SEVERABILITY

Any provisions of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, Client and AET will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.

SECTION 21 - GOVERNING LAW

This Agreement shall be construed in accordance with the Laws of the State of Minnesota without regard to its conflicts of law provisions.

SECTION 22 - ENTIRE AGREEMENT

This Agreement, including these terms and conditions and attached proposal and appendices, is the entire agreement between AET and Client. Regardless of method of acceptance of this Agreement by the Client, this Agreement supersedes any written or oral agreements, including purchase/work orders or other Client agreements submitted to AET after the start of our Services. Any modifications to this Agreement must be mutually acceptable to both parties and accepted in writing. No considerations will be given to revisions to AET's terms and conditions or alternate contract format submitted by the Client as a condition for payment of AET's accrued Services.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
AMERICAN ENGINEERING TESTING, INC.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
550 CLEVELAND AVENUE NORTH

Requester's name and address (optional)

6 City, state, and ZIP code
ST. PAUL, MN 55114

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
4 1 - 0 9 7 7 5 2 1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** ▶ **Date** ▶ 1/1/24

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

AMERCON-12 KREYNOLDS1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/11/2023

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

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

PRODUCER License # 20443386
HUB International Great Plains, LLC
245 E. Roselawn Avenue
Suite 31
Saint Paul, MN 55117-1940

CONTACT NAME: Ann Ross
PHONE (A/C, No, Ext): (651) 288-5137 FAX (A/C, No): (651) 286-0560
E-MAIL ADDRESS: ann.ross@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Phoenix Insurance Company	25623
INSURER B : The Travelers Indemnity Company of America	25666
INSURER C : Travelers Property Casualty Company of America	25674
INSURER D : Charter Oak Fire Insurance Company	25615
INSURER E : Continental Casualty Company	20443
INSURER F :	

INSURED
AMERICAN CONSULTING SERVICES INC
AMERICAN ENGINEERING TESTING INC
AMERICAN PETROGRAPHIC SERVICES INC
550 CLEVELAND AVE N
ST PAUL, MN 55114-1804

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			P630539K8896PHX24	1/1/2024	1/1/2025	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 25,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			8102L6457122443G	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			CUP3K2260092443	1/1/2024	1/1/2025	EACH OCCURRENCE	$ 15,000,000
							AGGREGATE	$ 15,000,000
								$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB9H9151012443G	1/1/2024	1/1/2025	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
E	PROF/POLL LIABILITY			ECH254066939	1/1/2024	1/1/2025	EACH CLAIM	10,000,000
E	RETRO: 070287			ECH254066939	1/1/2024	1/1/2025	AGGREGATE	15,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RENEWALS: contracts@teamAET.com

ILLUSTRATION ONLY

CERTIFICATE HOLDER

ILLUSTRATION CERTIFICATE

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

J. Craig McBride

ACORD 25 (2016/03)

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STAFF REPORT **Meeting Date**: October 22, 2024

ROGERS CITY COUNCIL **Agenda Item**: 7.4

Subject: Approval to Purchase Replacement Grass Truck for the 2000 F350 Rogers Grass 11
Prepared By: Patrick Farrens, Fire Chief

Overview / Background / Analysis
Overview/Background
Currently, the Rogers Fire Department is operating a 2000 F-350 with a slide-in grass pump unit for operating at grass fires only. This apparatus has reached its useful life at 24 years of age, and the pump unit has been having issues for the past two summers. Repairs have been attempted, but we continue to have unresolved issues appear on fire scenes. This apparatus and associated costs have been presented numerous times to the Public Safety Task Force over the past year.

The proposed replacement to this apparatus is a Midwest Fire Quick Attack Unit. This vehicle is built on an F-550 chassis with some off-road capability. However, one goal we have had is to find ways to decrease the fleet size or make the apparatus more multi-functional than the sole purpose. In this case, we request this quick-attack-style apparatus that can be used year-round for medical calls, grass fires, etc. The pump compartment is enclosed and heated, making this apparatus suitable to operate year-round. This apparatus would then be renamed Rescue 11 and respond to all grass fires and medical calls. It would have two seats with SCBA packs that would enable firefighters to suppress a car or dumpster fire or even apply water to a structure from the exterior if they find themselves having back-to-back calls for service. This chassis would be expected to have a 12-15 year life span, and then the box that carries a lifetime warranty could be remounted to a new chassis in the future, making this a sustainable long-term investment.

We believe this version of the apparatus has the tools needed to conduct our job safely while trying to focus on future sustainability and price.

Financial Analysis
The replacement of this emergency vehicle was included and approved in the 2024-25 Equipment List, with a budget of $200,000. To help offset the cost, an $80,000 utility pickup scheduled for purchase in 2026 was removed from the capital equipment plan in anticipation of procuring the Quick Attack Unit.

The quoted price for the Quick Attack Unit is $332,664. Multiple meetings were held to reduce costs while ensuring the vehicle remains fully functional. Although this is over budget, the extra cost can be absorbed into the capital plan with minimal impact.

There is urgency in ordering the vehicle. Even with Council approval, the Fire Department won't receive the unit until October 2026. Additionally, if we don't place the order by October 31, 2024, the price could increase by 3-7%.

Staff is requesting approval for a total cost not to exceed $350,000, which includes outfitting the vehicle. The city will be required to pay 10% upfront, with the balance due upon delivery.

Staff Recommendation
Approval to Purchase Midwest Fire Quick-Attack Unit not to exceed $350,000.

Financial Impact: NTE $350,000 **Source Fund**:

Budgeted? Yes

Supporting Documentation
A. 9.30.24 Purchase Contract
B. Rogers, MN Quick Attack Visualization
C. 9.30.24 Specs
D. 9.30.24 Letter of Understanding

901 Commerce Road • P.O. Box 524 www.MidwestFire.com Luverne, MN 56156 • 1.800.344.2059

PURCHASE CONTRACT

September 30th, 2024

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

Midwest Fire Sourcewell Contract: 113021-RCK
City of Rogers Sourcewell Membership: 2417

Dear Customer:

We hereby propose and agree to furnish, after your acceptance of this proposal and the proper execution by: City of Rogers ("Customer") and an officer of Midwest Fire Equipment & Repair Co. ("Midwest Fire") the following apparatus and equipment:

<u>One (1) New All-Poly® Series 300 Gallon Quick Attack & One (1) New Ford F550 Gas Crew Cab 4x4 Chassis</u>

All of which are to be built in accordance with the specifications, clarifications and exceptions attached, and which are made part of this agreement and contract, to be completed with an anticipated completion date on or before October 31st, 2026. If the chassis is not received prior to July 1st, 2026, Midwest Fire will complete the truck within 120 days of receipt of the chassis, subject to all causes beyond our control.

Apparatus		
Apparatus Proposal Price	$	273,343
Chassis Bid Price	$	72,988
Sourcewell Pricing	$	(13,667)
Apparatus & Chassis Proposal Price	**$**	**332,664**

Total Proposal Price:	**$**	**332,664.00**

NOTE: CHASSIS PRICING IS ESTIMATED FOR THE CURRENT MODEL YEAR. DUE TO VENDORS INCREASE IN PRICING, GOVERNMENT MANDATES (EPA, ETC.), OR MODEL YEAR ACTUAL PRICING DIFFERS, PRICING WILL BE RE-PRICED UPON MIDWEST FIRE RECEIPT OF CHASSIS INVOICE FROM OEM.

ORIGINAL

Midwest Fire has accounted for an additional $5,000 in surcharges and price increases from Chassis OEM in the Chassis Bid Price. Any amount less than the Chassis Bid Price on the final chassis invoice will be credited back to the City of Rogers on the final payment. Any amount exceeding the Chassis Bid Price on the final chassis invoice will be the responsibility of the City of Rogers .

Customer is responsible for taking possession of the apparatus and/or equipment at the Midwest Fire location in Luverne, Minnesota, unless otherwise agreed to in a writing signed by Midwest Fire and Customer.

Terms:
A deposit in the amount of $10,000 shall be paid within 10 business days upon acceptance of this Proposal by the Customer.

The balance of the chassis less the deposit shall be paid within 10 business days of Customer's acceptance of the chassis after a reasonable opportunity for inspection. Midwest Fire shall provide notice to Customer after receiving formal notification that chassis is complete from the OEM and afford Customer reasonable time for inspection.

Customer is responsible to pay the remaining balance in full upon acceptance of apparatus.

Midwest Fire will honor the price & terms quoted in this purchase contract for a period of *30 days* from the date noted above. Beyond the contract deadline date, all pricing and terms are subject to change.

Pre-Construction Meeting:
Within twenty-one calendar days after contract signing, Customer is responsible to join Midwest Fire for an in person, conference call or video based, Pre-Construction Meeting to review project specifications in depth. Midwest Fire will support the Pre-Construction meeting with the Lead Salesperson for the project, Project Manager, and Subject Matter Experts as required. Any changes made to the project during the Pre-Construction meeting will be calculated at standard pricing. No change order fee is charged.

Change Orders:
Any change to the apparatus and/or equipment after the contract is signed will require a change order. After the Pre-Construction meeting is held, any future change will be subject to a minimum change order fee of $500 (processing, engineering changes, documentation), plus the change order cost. Any returned parts may be subject to a restocking fee and depending on the lead time of items included on the change order, the completion date of the apparatus may change.

Force Majeure:
Neither party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this contract, for any failure or delay in fulfilling or performing any term of the contract (except for any obligation to make payments to the other party hereunder), when and to the extent such party's failure or delay is caused by or results from the following events: (1) acts of God; (2) flood, fire, earthquake, tornado, or explosion; (3) war, invasion, hostilities, terrorist threats, or acts, riot, or other civil unrest; (4) government order, law, or action; (5) embargoes or blockades in effect on or after the date of this contract; (6) national or regional emergency; (7) strikes, labor stoppages or slowdowns, supply chain shortages or disruptions, unforeseen price changes and cancellations by OEMs, or other industrial or manufacturing disturbances; or (8) power outages or shortages, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials.

ORIGINAL

The party impacted by any of the above force majeure conditions shall give notice to the other party within five calendar days of learning of such condition(s), stating the period of time the occurrence is expected to continue. The party impacted by any of the above force majeure conditions shall resume the performance of its obligations as soon as reasonably practicable after the removal of the condition.

Taxes Responsibility of Customer:
Any and all sales, use, environmental, ad valorem, or excise tax or any other similar taxes, fees, duties, or charges of any kind imposed by any governmental authority on any amounts payable by Customer under this contract shall be the sole responsibility of Customer.

No Liability for Consequential or Indirect Damages:
Neither Midwest Fire nor its representatives is liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues, or diminution in value, arising out of or relating to any breach of this contract, regardless of whether such damages were foreseeable or whether or not Midwest Fire was advised of the possibility of such damages.

Binding Effect: This contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, heirs, and beneficiaries. No amendment or modification of this contract is effective unless in writing and signed by each party.

Governing Law: This contract shall be governed by the laws of the State of Minnesota.

Entire Agreement: This contract, and any change orders, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

Severability: If any term of this contract is invalid, illegal, or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect any other term or provision of this contract or invalidate or render unenforceable such term or provision in any other jurisdiction.

Jurisdiction and Venue: Any claims, causes of action, disputes, legal proceedings, or litigation arising between the parties arising under or in connection with this contract or the formation thereof shall be brought solely in Rock County, Minnesota. Customer, by entering into this contract, hereby submits and consents to jurisdiction in the State of Minnesota.

Exclusion of Warranties: EXCEPT AS OTHERWISE PROVIDED TO CUSTOMER IN WRITING, THERE ARE NO OTHER WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THIS CONTRACT, AND CUSTOMER ACCEPTS APPARATUS AND/OR EQUIPMENT “AS IS.”

ORIGINAL

Respectfully submitted,

Sarah J. Atchison
President & CEO
Midwest Fire Equipment & Repair Company

We, the Customer, agree to accept the above proposal and hereby enter into the purchase contract with signature below:

City of Rogers
Customer/Business Name (please print)

22350 South Diamond Lake Road
Business Address

Rick Ihli
Printed Name

_____
Signature Date

_____
Title

ORIGINAL

Sourcewell
Awarded Contract
Contract # 113021-RCK

NOTICE

FINAL SPECIFICATIONS: Attached you will find the final & comprehensive specifications for your truck. Read them carefully. This document serves as formal notice that the attached specifications provide the entire scope of work & design for the truck that Midwest Fire Equipment & Repair Company (Midwest Fire) is manufacturing for you. Any & all equipment, features, accessories, mounts, graphics, etc. to be included with your truck is/are detailed in this final specification document.

CHANGE ORDERS: The attached specifications are final & comprehensive. The project design for this truck is officially frozen (Design Freeze) as of this date. **Any future changes must be mutually agreed upon through an official written Midwest Fire Change Order, executed (signed) by both Midwest Fire & the purchaser. Further, the purchaser understands that any future design changes may impact both project cost and timeline.** Purchaser will hold Midwest Fire harmless from any potential liability incurred as a result of project delays resulting from any Change Orders.

IF THE EQUIPMENT/ITEM/FEATURE IS NOT DETAILED IN THE SPECIFICATIONS FOR YOUR TRUCK AND YOU DO NOT HAVE A CHANGE ORDER, SIGNED BY BOTH YOU & MIDWEST FIRE, DETAILING THE CHANGE/ADD OF THE EQUIPMENT/ITEM/FEATURE FOR YOUR TRUCK, IT WILL NOT BE INCLUDED ON YOUR TRUCK.

FINAL PAYMENT, TRANSFER OF OWNERSHIP & TRAINING: The Purchase Contract states clearly that:

1) ***at the conclusion of your project & prior to taking possession, you will pay the balance remaining on the purchase price of your truck, in full.***
2) ***you will take physical possession of the truck & receive any & all training on the operation of your truck at the Midwest Fire facility in Luverne, Minnesota.***

I hereby acknowledge that I have received & fully understand the above information.

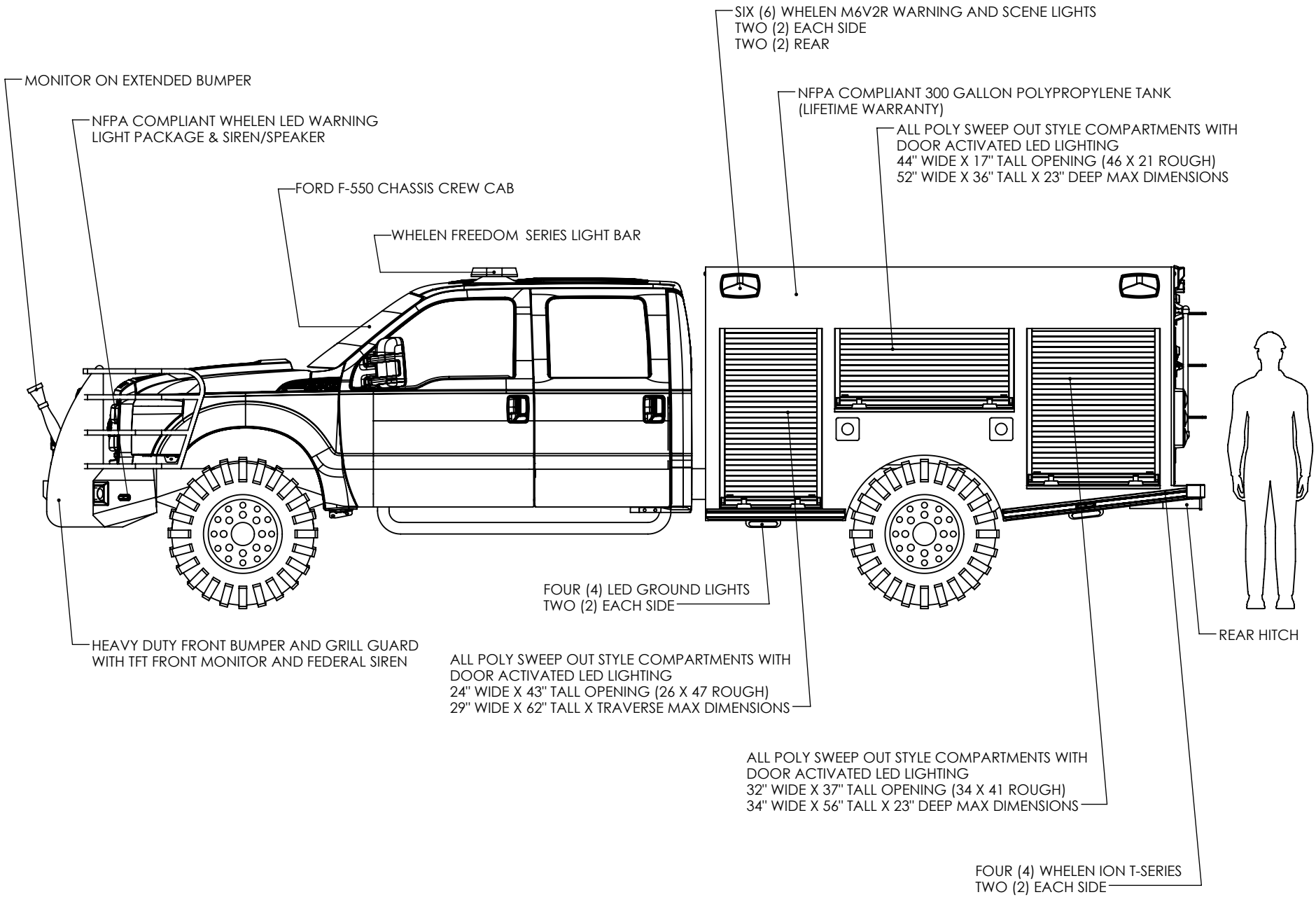
_____ _____

Rick Ihli, Mayor Date

_____ _____

Stacie Brown, City Clerk Date

ORIGINAL



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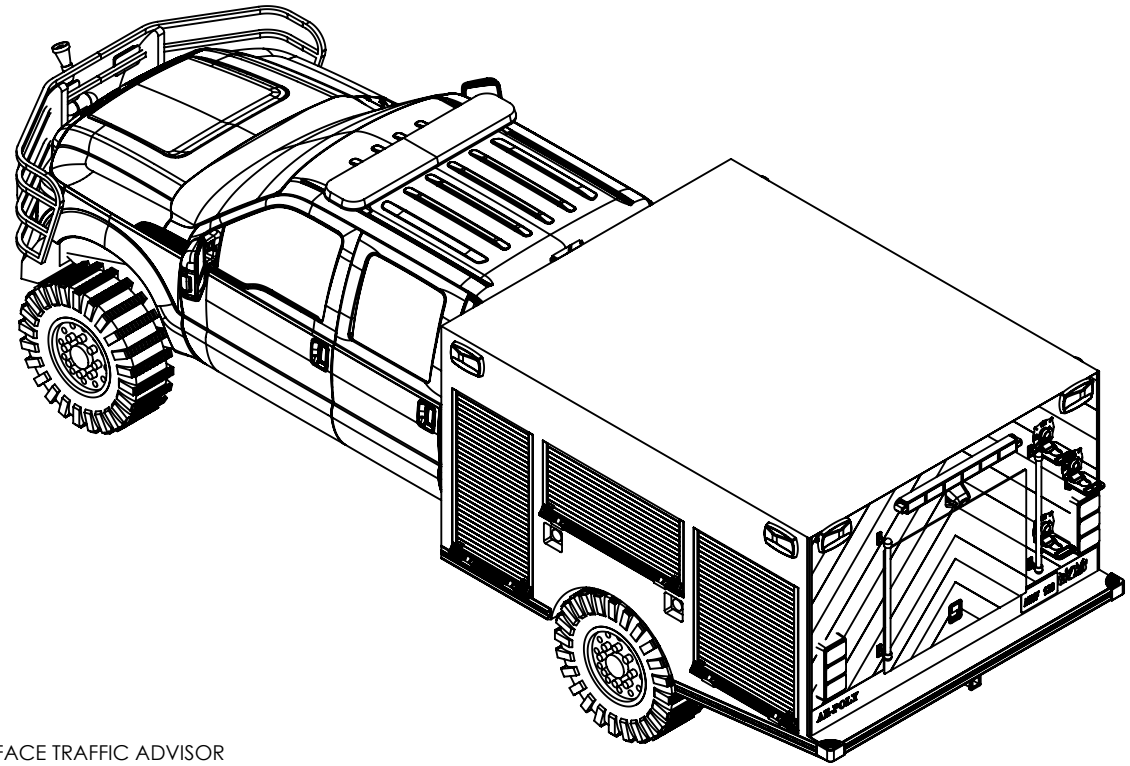
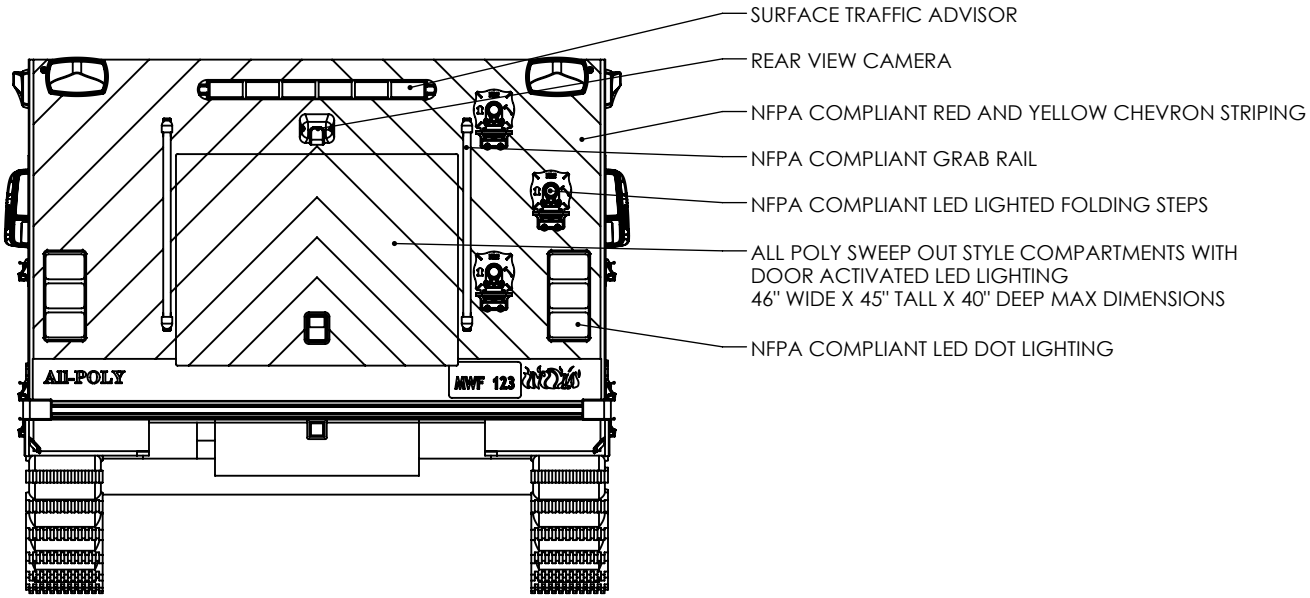
ROGERS, MN	N. JOHNSON
DRAWING NUMBER	
24008 R2	SHEET 1 OF 4





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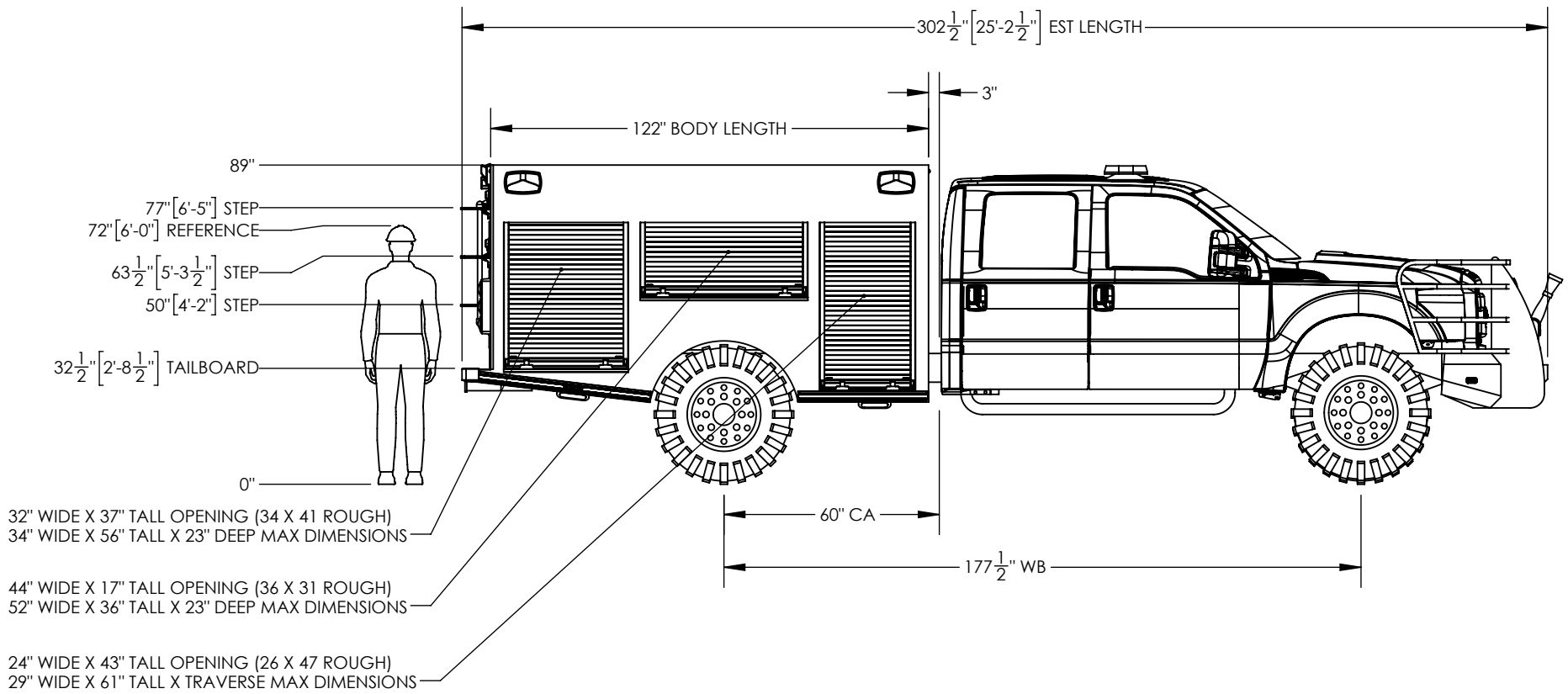

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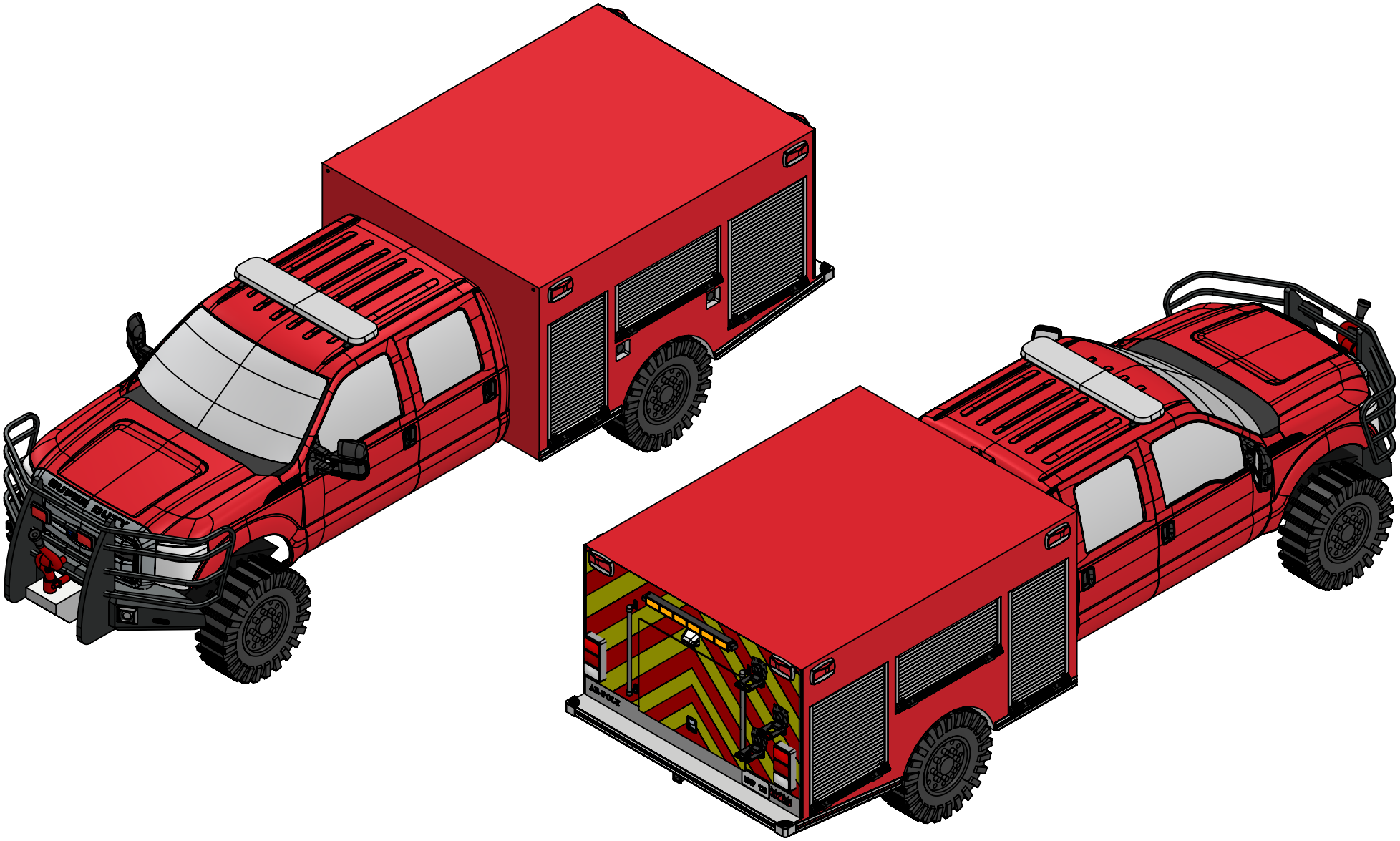
	SHEET 3 OF 4



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PREPARED FOR	ROGERS, MN
BY	N. JOHNSON
DRAWING NUMBER	24008 R2
	SHEET 4 OF 4

300 Gallon All-Poly® Series Quick Attack Specifications

Prepared for: Rogers Fire Department

Rogers, MN

Midwest Fire Rep: Newt Johnson

September 30th, 2024

QMS-WIN-022 Rev R

Notes:

Date	Change Order #	Op Number	Description	Rev

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DELIVERY **23**

1.00 Booster Tank

The tank shall be constructed of 1/2" thick high-impact, polypropylene sheet stock. The material shall be of a certified, high quality, non-corrosive, stress relieved thermoplastic, black in color, and UV stabilize for maximum protection.

The tank shall have a combination vent and manual fill tower. The fill tower shall be constructed of polypropylene with a molded cover. The tower shall be located on the curb side rear corner of the tank. Inside of the fill tower approximately 2" down from the top shall be fastened a combination vent/overflow pipe which shall be of standard schedule 40 polypropylene pipe with minimum ID of 4" designed to run vertically through the tank. The transverse swash partitions shall be manufactured of 3/8" polypropylene which shall interlock with a longitude partition constructed of 1/2" polypropylene.

There shall be one (1) 1/4” deep X 6 1/2” diameter recess in floor to act as sump.

Two slotted mounting pads on top of tank for mount addition equipment.

Tank fill couplings backed with flow deflectors to disperse the stream of water entering the tank, and capable of withstanding sustained fill rates of up to 1.000 G.P.M. at 100 PSI maximum.

All auxiliary outlets and inlets must meet NFPA 1900 guidelines in effect at the time of manufacture.

The tank is affixed to the cradle utilizing hat channel mounting brackets constructed of ¼” thick stainless-steel. The channels are mounted beneath the center of the tank before and after the cross members of the cradle. The channel is surrounding these members and is bolted directly to the bottom of the tank thereby securing the tank to the cradle.

There shall be a 3/4" FNPT female tank drain located on the rear tank.

1.00.05 All-Poly Series 300 gallons

THE TANK WILL CARRY A LIFETIME WARRANTY FROM ITS MANUFACTURER

SECTION 2: BOOSTER TANK PIPING, FILLS, & GAUGES

2.02 Tank Level Gauge

- Pressure transducer mounted on the outside of the tank. Sealed foam tanks (if so equipped) will require zero pressure vacuum vents.
- Super bright LED display viewable from 180 degrees with a visual indication at multiple accurate levels.
- Weather resistant connectors to connect to the digital display, the pressure transducer, and the apparatus power. Additional displays are easily integrated and will receive data from the same source as the Master Display; no additional transducers required.
- Tank level gauge indicates the liquid level on easy-to-read LED display.

  2.02.00.03 Tank level gauges always on.

  All tank level gauges will be activated and always on once the Ignition is engaged.

2.02.08.11 Mini Dash, Installed on the center console.
2.02.08.11.01 Chrome Bezel
2.02.08.12 Installed on the rear pump panel – Master
2.02.08.12.01 Chrome Bezel

2.03 Spanner Wrenches

One (1) adjustable hydrant wrench and two (2) spanner wrenches with holder.

2.03.01 Installed on the street side rear panel.

SECTION 5: BODY AND COMPONENTS

Body

- The body will be attached to the sub-frame using rigid fasteners isolated by fitted rubber bushings.
- The mounting system provides secure attachment of the body to the sub-frame while allowing enough range of movement between the two assemblies.
- The body will be enclosed on all sides and incorporate closed wheel wells and finished storage compartments.
- Front lower vertical surface of body protected with aluminum Tread-Brite.

Tank

- The tank is manufactured as separate entity and then welded to the body for additional strength.

Fenders

- Fenders will be integral with the side of the body.
- Fender wells are constructed with full circular copolymer polypropylene thermoplastic inner liners for ease of cleaning and maintenance.

Materials

- The entire body is fabricated from non-corrosive, stress-relieved virgin copolymer polypropylene thermoplastic material.
- All exterior body joints and seams are extrusion welded.
- All welds will conform to DVS and AWS standards.
- All joints, seams, and welds will be tested for integrity and are certified to be free from defects.
- All joints and are 100 percent welded inside and out; no skip welding is permitted.

THE BODY WILL CARRY A LIFETIME WARRANTY FROM ITS MANUFACTURER

5.00 Fenderettes

Bright polished aluminum fenderettes are installed on the wheel wells to prevent splash and enhance appearance. The fenderettes extend approximately 1" beyond the body side and are designed to be replaced. All fasteners will not be exposed to the exterior of the fenderettes or body.

5.00.01 Chrome Fenderettes

5.01 Rub Rail

The bottom edge of the entire apparatus will have an aluminum rub-rail installed including the rear step and pumphouse, if applicable. The rub-rail is replaceable, made from solid extruded aluminum and features a reflective stripe at the rail center.

5.01.03 Black

5.03 Cradle

An all-aluminum cradle is engineered and constructed to connect the chassis frame with the copolymer tank and body. The cradle is constructed using extruded aluminum tubing .25” thick and extruded aluminum flats .375” thick. Cradle cross members are spaced to restrict unsupported portions of the tank and body between cross members to a maximum of 550” squared. There are cushioned rubber extrusions placed over all tank support areas to isolate the tank from the aluminum cradle.

5.04 Angled Rear Body

Body rear to be modified for increased angle of departure, being greater than 19°. The modification will angle the rear body side, which will increase the rear step height approximately 6”. Includes a modified black powder coated steel support system that provides extra strength to the rear body with integrated tow eyes.

SECTION 6: BODY COMPARTMENTS

6.00 Street Side Compartments

- A sweep-out style compartment provided on the street side integral to the body, constructed using white copolymer material.
- Each compartment will have an anodized aluminum roll-up door, door activated LED compartment lights, corrosion resistant vents, black Turtle Tile plastic dry decking, and floor drains.
- The side compartments are 19” deep from the floor level to the top of the chassis frame rails, and 24” deep above the chassis frame.

6.00.03 Street Side Front Full Height Compartment

Compartment is located on the street side, ahead of the rear wheels.

6.00.03.02 Approximate inside dimensions are 33” wide by 58” tall by 19” deep from the floor of the compartment to the top of the chassis frame rails, the compartment is transverse above the frame rails.
(60” Cab to Axle)

6.00.04 Street Side Rear Full Height Compartment

Compartment is located on the street side, behind the rear wheels. Approximate inside dimensions are 32” wide by 52” tall by 24” by 19” deep.

6.00.05 Street Side Over Wheel Compartment

Compartment is located on the street side, above the rear wheels. Approximate inside dimensions are 42” wide by 34” tall by 24” deep.

6.01 Curb Side Compartments

- A sweep-out style compartment provided on the curb side, integral to the body, constructed using white copolymer material.
- Each compartment will have an anodized aluminum roll-up door, door activated LED compartment lights, corrosion resistant vents, black Turtle Tile plastic dry decking, and floor drains.
- The side compartments are 19” deep at the floor level and 24” deep above the chassis frame.

6.01.03 Curb Side Front Full Height Compartment

Compartment is located on the curb side, ahead of the rear wheels.

6.01.03.02 Approximate inside dimensions are 33” wide by 58” tall by 19” deep from the floor of the compartment to the top of the chassis frame rails, the compartment is transverse above the frame rails.
(60” Cab to Axle)

6.01.04 Curb Side Rear Full Height Compartment

Compartment is located on the curb side, behind the rear wheels. Approximate inside dimensions are 32” wide by 52” tall by 24” by 19” deep.

6.01.05 Curb Side Over Wheel Compartment

Compartment is located on the curb side, above the rear wheels. Approximate inside dimensions are 42” wide by 34” tall by 24” deep.

6.02 Compartment Options

6.02.03 Adjustable shelf

One (1) adjustable shelf made of 3/16" smooth aluminum, installed with Unistrut adjustable brackets in the compartments. Shelves will be made to the depth of the compartment they are positioned in and full width of door opening unless specified otherwise.

6.02.03.02 Over Wheel, Street Side, Qty (1)
6.02.03.06 Over Wheel, Curb Side, Qty (1)

6.02.04 Slide-Out Shelf

One (1) slide-out shelf, made of 3/16" smooth aluminum, mounted to the floor of the compartment, equipped with roller bearing sliding mechanisms that are lockable in both the “In” and “Out” positions. White reflective tape installed on edge surfaces that extended past the body of the apparatus. Shelves will be made to the depth of the compartment they are positioned in and full width of door opening unless specified otherwise.

6.02.04.09 Full Transverse, 1000 lbs., Bi-Directional, 70% extension

6.02.5813 12V Electric Heater Installed Inside Compartment

An electric heater will be installed in the rear pump compartment. Controls will be installed inside the same compartment in an accessible location.

SECTION 7: RUNNING BOARDS AND REAR STEP

7.00 Running Boards & Chassis Steps

7.00.06 OEM Chassis Running Boards, one (1) set of running boards, provided by the manufacturer installed on the chassis for ease of entry.

7.02 Rear Step

The 6" deep rear step is NFPA compliant and made of embossed aluminum tread plate with a kick plate.

SECTION 8: GRAB RAILS AND FOOTSTEPS

8.00 Grab Rails

The grab rails are made of 1 ¼ " diameter extruded aluminum tubing with knurled finish and stanchion brackets.

8.00.01 Rear Grab Rails

Vertical grab rail(s) provided at the rear.

8.00.01.01 Two (2) Grab Rails, One (1) on each side

8.01 Access Steps

8.01.05 Below Rear Step Pull-Out Steps

Large aluminum pull-out steps provided at the rear for access to the rear step area. Zico part number PS-8-5.

8.01.05.01 One (1), Curb Side

8.01.07 Hose Bed Folding Steps

Illuminated Folding Access Steps on the side of the rear center compartment door.

8.01.07.02 Chrome Plated, Folding Steps, Three (3) Steps, Curb Side

SECTION 9: ELECTRICAL EQUIPMENT

9.00 Apparatus Electrical

- Electrical Wiring
- The electrical compartment to be installed in the top front center of the body with a removeable cover. The body and chassis shall be wired as independent modules and connected as a completed unit at the final assembly via electrical connectors located in the electrical

compartment. Seals shall be provided on each individual wire and the assembly. All wiring for the apparatus body shall be within a temperature resistance harness. All wires in each harness shall be color- coded. Wiring shall be run along structural rails and tied in a neat and orderly manner. A backup alarm will be wired into the reverse circuit to sound when the vehicle is placed in reverse. The key on position energizes a relay which acts as the master switch connecting the apparatus to the battery system, eliminating power drain while the truck is not in use.

- Overload Protection
- The apparatus circuits requiring load protection shall utilize sealed relays and automatic reset circuit breakers.

9.01 DOT Lighting Details

- A total of nine (9) LED clearance lights and seven (7) red LED lights installed at the rear.
- Two (2) amber LED lights are installed on the front street and curb sides.
- Reflectors are installed per DOT specifications.
- A red warning light visible to the driver in the chassis cab that illuminates when a compartment door is ajar/open.
- An illuminated license plate bracket installed at rear.

9.02 Lower-Level Rear Lighting

9.02.02 Tri-cluster Taillight Package

Two (2) LED Tri-Cluster combination include: red LED stop/tail/turn, clear LED backup light and LED warning light installed at the rear. Light assemblies provided in a three-light housing.

9.02.02.02 Whelen M6 Series Tri-Cluster, Chrome Bezel

9.03 Antenna

9.03.02 Customer Supplied Antenna

Customer’s antenna installed on the chassis roof behind the lightbar. Cable will be labeled and tied up inside the center console if a radio is not mounted. If a radio is mounted the antenna will be crimped and attached to the radio.

9.03.03 Customer Supplied Radio

Customer’s radio and one speaker mounted only. The speaker will be mounted in an area that will not hinder audio. Power and programming will be the responsibility of the customer. The wires will be labeled and tied up in the center console. Mounting bracket(s) are to be supplied by customer.

9.03.03.01 Radio surface mounted in the center console behind the siren controls.

9.04 Camera System

9.04.01 Rear view camera

One (1) rear view camera system installed. Camera system includes a colored wide-angle rear mounted camera and 7” monitor mounted in the center of the vehicle’s dashboard unless specified otherwise. Automatically activated when truck is put in reverse.

9.04.01.04 OEM Rear View camera

9.06 Power Distribution Options

9.06.05 Locker Duplex Outlet - Shoreline

Shoreline connected 110v duplex outlet installed in the front sill of the compartment unless specified otherwise.

9.06.05.02 Over Wheel, Street Side
9.06.05.06 Over Wheel, Curb Side

9.06.06 12V Power Strip

A 12V Battery Power, 6 position overload/short protected terminal strip will be installed in the front sill of the compartment unless specified otherwise.

9.06.06.01 Front, Street Side
9.06.06.02 Over Wheel, Street Side
9.06.06.06 Over Wheel, Curb Side
9.06.06.09 Center Console, Inside, Wired to Battery (Kussmaul Required)
9.06.06.11 Center Console, Inside, Wired to Ignition

SECTION 10: EMERGENCY SIREN AND LIGHTING EQUIPMENT

10.00 Apparatus Controls

10.00.03 Center Console

Center console installed between driver and passenger seats.

10.00.10 Center Console Options

10.00.10.04 Cup Holders, two (2)

Cup holders installed in console between driver and passenger seats.

10.00.10.08 USB Port & 12V Cigarette Port

A dual USB port and a single 12V cigarette port will be installed on the center console.

10.00.50 Whelen Warning Light Upgrade, DVI and Low Power Mode

All Whelen M-Series warning lights and Freedom Series lightbar will have Dynamic Variable Intensity (DVI) and low power capability. DVI and low power mode are intended for nighttime/low light operations and will automatically activate while the master warning light is on, the parking brake is engaged, and no external light is acting upon the photocell in the Freedom lightbar.

ALL WHELEN M-SERIES WARNING LIGHTS AND FREEDOM SERIES LIGHTBAR WILL HAVE DVI AND LOW POWER CAPABILITY

10.01 Light Bars:

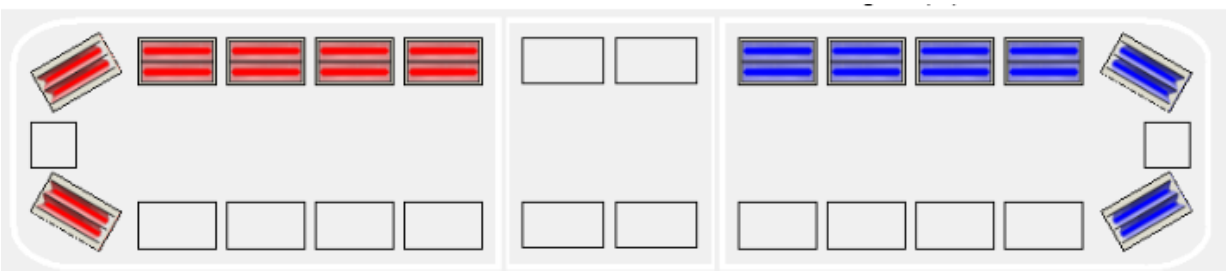
The light bar is mounted on the cab roof.

10.01.03 Whelen model K4W Freedom Series light bar, Custom

Whelen model Freedom IV WCX, Super-LED, 60” long. Covers front and front side zones. The light bar has four (4) DYAD two level LED modules mounted in the corners, with eight (8) DYAD

two level LED modules mounted in the front of the lightbar. Street side will be red, Curb side will be blue. Clear Lenses.

10.01.03.5896 Whelen K4W0 Freedom Series, Street Side Red, Curb Side Blue (center two light unpopulated)



ALL WHELEN M-SERIES WARNING LIGHTS AND FREEDOM SERIES LIGHTBAR WILL HAVE DVI AND LOW POWER CAPABILITY

10.01.04 Whelen Opticom IR Emitter

Whelen Opticom Non-IR Emitter installed in the Freedom Series Lightbar, in the center module location. Control head to be mounted in the electrical box, with activation via a switch on the center console.

10.02 Sirens:

10.02.04 Whelen Siren

Whelen Siren 200-watt, Class A electronic siren, mounted in the chassis cab in a location convenient to the driver. The electronic siren includes a 9-Switch Light Control (three (3) position slide switch and six (6) Push On/ Push Off switches) with 17 Scan-Lock™ Siren Tones, and hard-wired microphone. The siren control is lighted for easy night operation. Cast aluminum speaker available with three (3) siren mounting locations.

10.02.04.01 Whelen 295SLSA6 siren w/speaker mounted center of heavy-duty front bumper

10.02.5731 Whelen Howler amplifier with one (1) Speaker, 2015-2023 F-550 Mounting Bracket

Whelen Howler Siren amplifier w/ one (1) speaker and 2015-2023 F-550 mounting bracket. It will be mounted towards the front of the truck underneath facing forward. The exact location is to be determined by Midwest Fire. A siren activation button will be installed on the center console for ease of access to the driver.

10.04 Lower-Level Lights

10.04.04 Front/Rear Whelen M6 Series LED

Two (2) Whelen M6 series lights mounted on the front and two (2) mounted on the rear of the body in the cluster. Lights will have clear lenses.

10.04.04.02 Front/Rear Flashers, Red, Chrome Bezel, M6 Series LED

ALL WHELEN M-SERIES WARNING LIGHTS AND FREEDOM SERIES LIGHTBAR WILL HAVE DVI AND LOW POWER CAPABILITY

10.05 Intersection Lights

All lights mounted a minimum of 18" from the ground, and no higher than 60". One (1) positioned as far forward on the hood as possible. One (1) positioned behind the cab but in front of the rear wheels if three (3) lights per side are requested, and one (1) positioned as close to the rear of the truck as practical. Lights will have clear lenses. *If there is a front bumper extension the lights will be mounted on the extension not the side of the hood.

10.05.03 Intersection, Red, Chrome Bezel, M6 Series LED, Two (2) each side

ALL WHELEN M-SERIES WARNING LIGHTS AND FREEDOM SERIES LIGHTBAR WILL HAVE DVI AND LOW POWER CAPABILITY

10.06 Upper-Level Rear Warning Lights

10.06.07 Whelen M6V2

Whelen M6V2 Series Combination LED Scene Light/Flasher. Lights will have clear lenses.

10.06.07.02.5101 Side/Rear Flashers, Red and Blue, Chrome Bezel, M6V2 Series, Two (2) each side with two (2) on the rear. (Six (6) Total)

Whelen Warning Light Color Layout:

- *Upper Street Side: Front (RED), Rear (RED)
- *Upper Curb Side: Front (RED), Rear (RED)
- *Upper Rear: Street Side (RED), Curb Side (BLUE)

ALL WHELEN M-SERIES WARNING LIGHTS AND FREEDOM SERIES LIGHTBAR WILL HAVE DVI AND LOW POWER CAPABILITY

10.09 Ground Lights

10.09.01 Four (4) ground lights

There are four (4) LED ground lights installed to illuminate the area below the apparatus. Two (2) lights are installed on street and curb side below the chassis steps, and two (2) lights are installed on street and curb side below the rear step area. Grounds lights will be activated when vehicle is placed in park.

10.10 Accessory Lights

10.10.02 Whelen Traffic Advisor model TAL65

There is one (1) Whelen Traffic Advisor model TAL65, supplied. Traffic Advisor is 36" wide, with six (6) LED lamps mounted on the rear of the truck and activated by a control head in the cab.

SECTION 11: PAINTING, LETTERING, STRIPING, AND SIGNAGE

11.00 Painting process

The entire body, and components will be washed, sanded, prepped for primer, cleaned, and primed with PPG urethane primer filler. The body will be hand sanded and color match painted using a PPG

Deltron base coat/clear coat paint. After paint is applied and properly cured the apparatus will be color sanded and buffed to a high gloss. The paint process is approved by PPG.

11.00.5619 Two-Tone Paint on F550 Chassis

Paint for the F550 crew cab chassis in a two-tone scheme, black over red. The chassis will be race red from the factory. Paint the top half black. Paint samples will be sent to customers for color confirmation and customer will sign off on paint break location.

10-YEAR WARRANTY ON PAINTED BODY PARTS

11.01 ID plate

There is a permanent plate located in the center top chassis cab with the following information:

Quantity and type of fluids used in the vehicle. This plate includes:

- Engine oil, quantity.
- Engine coolant, quantity.
- Chassis transmission fluid, quantity.
- Pump transmission fluid, quantity.
- Drive axle lubrication fluid, quantity.
- Air conditioning refrigerant, quantity.
- Air conditioning lubrication oil, quantity.
- Power steering fluid, quantity.
- Front and rear cold tire pressure
- Number of personnel the vehicle is designed to carry located in an area visible to the driver.
- Height and length of the vehicle in feet and inches
- Gross vehicle weight rating (GVWR) in pounds

11.03 Vinyl Lettering

11.03.01 Provided on the chassis doors:

Front doors: “ROGERS FIRE DEPT.”

Rear doors: Department badge

11.03.03 Provided for the customer unit number on the street and curb side chassis fenders: R-11

11.03.5847 Add "RFD" black reflective lettering within the white striping on rear roll up doors on both street and curbside.

11.05 Reflective stripe

The apparatus body and chassis will have a reflective stripe on each side and the front per NFPA 1901 standards.

11.05.04 (1x4x1) 4" wide white reflective stripe with a 1" wide black reflective stripe spaced approximately 1/2" above and below. ~~Stripe will be straight on the body and chassis.~~

11.05.04.01 Single Axle

11.05.5072 Gold Leaf Pin Stripe - Chassis Only

Gold leaf pin stripe will split the two-tone paint on the chassis and round the rear edges.

11.05.5783 Upward Angled Stripe

The stripe selected above will be installed in an upward 45-degree angled pattern and straight over the rear wheels to the back of the apparatus. This option omits the previous statement "stripe will be straight on the body and chassis".

11.05.03 Reflective Tape Inside Chassis Doors

Per NFPA 1901 standards any door designed to allow persons to enter, or exit has a minimum of 96 square inches of retro-reflective material affixed to the inside of the door.

11.05.03.04 Ford

1" reflective tape installed. Color of stripe to be black

11.05.03.04.02 Ford, Crew Cab

11.06 Rear Chevron

11.06.10 Diamond Grade Pattern, Chevron 100%, Individual Stripes, 6"

Per NFPA 1901 standards, 100 percent of the rear will include Red and Fluorescent Yellow-Green striping installed with each stripe a minimum of 6" wide. 1/4" black stripe installed between the 6" stripes. Midwest Fire will install individual stripes using NFPA 1901 compliant 3M material.

SECTION 12: CORROSION PROTECTION AND MUD FLAPS

12.00 Corrosion Protection

The All-Poly Series body has several features which prevent corrosion.

- All fasteners are stainless steel where applicable.
- All fasteners which are used in aluminum are plated with Magnaguard 560 to prevent galvanic corrosion resulting from dissimilar metals.
- All contacts of dissimilar metals are insulated with 3M products to prevent galvanic corrosion.
- Rub rails are Type II bright dip anodized.
- Tow rings are cadmium plated steel.
- The Poly body material eliminates the need for undercoating and sprayed on coating inside storage lockers.

- The Poly body material is non-corrosive and is frequently used for storing acids.
- The Poly body material eliminates many possibilities of dissimilar metal contact caused by galvanic reaction.

12.01 Mud Flaps

There are two mud flaps installed behind the rear wheels.

- The mud flaps are ¼ inch thick black rubber.
- The bottom of the mud flaps is fitted with chrome weights.

SECTION 13: PUMP AND PLUMBING

13.00 Pump

Pump has the following standard features:

- High-strength aluminum alloy casing and discharge valve
- One (1) sacrificial anode
- Aluminum alloy engine adapter
- Bronze impeller and wear rings
- Stainless steel impeller shaft
- Direct drive
- The pump control panel includes an ignition switch, starter button, stop button, engine throttle, and pressure gauge.
- The engine compartment will have an oil drain access in the floor for ease of changing the pump engine oil.
- Pump drain: one (1) pump drain provided to drain the suction side of the pump. The pump drain is controlled from a control handle located directly below the pump compartment.
- An electric fuel pump is installed in all applications to assist in delivering fuel to the engine.

13.00.5218 Darley 1-1/2AGE 23V Vanguard Portable Pump with High Pressure Impeller

1-1/2 AGE23V High Pressure Impeller
100 gpm (378 L/M) @ 150 psi (10 bar)
70 gpm (264 L/M) @ 215 psi (14 bar)
20 gpm (75 L/M) @ 365 psi (25 bar)
10 gpm (37 L/M) @ 390 psi (26 bar)

Engine is a Briggs & Stratton Vanguard: 4 cycle, 23 hp, V-twin, OHV, replaceable oil filter, 12-volt electric start, 16 amp regulated alternator, exhaust prime, integral fuel pump, recoil rope start back-up. Pump will have the High-Pressure Impeller option.

13.00.5218.01 The pump's engine fuel to be supplied by the chassis fuel tank. Pump to have High Pressure Impeller.

13.00.06 Pump Options

13.00.06.01 Tank to Pump

A tank to pump line provided from the water tank to the pump with valve.

13.00.06.01.01 2.5” line and valve

13.00.06.02 Tank Fill/Pump Re-Circulating 1 ½” Line

A 1 ½" tank fill/pump re-circulating line provided from the pump to the water tank with a 2" valve and 1 ½" plumbing.

13.00.06.05 Gated 2 ½” Suction Line

A 2-1/2" suction pipe provided at the pump for drafting or direct fill. It is equipped with a 2-1/2” NPT male X 2 1/2" NST female chrome plated swivel adapter with screen, and a 2 1/2" chrome plated plug and chain.

13.02 Discharges

Discharges include:

- Industrial grade valves
- Chrome cap and chain

13.02.01 Pump Discharges

13.02.01.01 One (1) 1 ½” Discharge (Foam, If Applicable)

13.03 Accessory Discharges

13.03.03 Task Force Tips EF1 RC Electric Monitor

A TFT EF1 remote controlled monitor mounted on the front chassis bumper in the center, high enough to see the monitor from the cab when operating. The remote-controlled monitor includes a logic box, nozzle, joystick, and 2" electric valve.

13.06 Pump House Compartment

The pump compartment will be enclosed on top with an opening on the rear to access the pump. Removeable access panels included above and on either side of the compartment. A sweep-out style compartment provided on the rear, integral to the body, constructed using white copolymer material and will include proper ventilation.

13.06.5897 Poly Slam door, door activated LED compartment lights.

*Production Note: Top horizontal hinge, swing up slam door with gas shocks on each side

SECTION 15: EQUIPMENT STORAGE AND MOUNTING

15.08 Nozzle Holder

One (1) Nozzle holder. Nozzle not included.

15.08.01 Nozzle Holder installed next to hose reel in each rear locker

SECTION 16: HOSE REEL

16.01 Electric hose reel with Reel Lite Hose

One (1) electric rewind hose reel with low profile utility hose rollers, gated with a 1” valve and supplied with booster lite hose. Each hose reel comes equipped with one button located on the reel and a fixed shelf for the hose reel. The shelf will be positioned in the upper portion of the compartment as high as possible, so reel and hose do not contact the fully opened roll-up door roll.

16.01.5894.02 100' of 3/4" Reel Lite hose, rear curb side compartment, upper with shelf
*Sales/Engineering Note: Hose reel dimensions are: 25.19" W x 22.13" H x 21.62" D. Does not account for dimension loss from the shelf.

SECTION 17: CHASSIS ACCESSORIES

17.01 Shoreline Connection, Kussmaul “Auto Charge 1000”

One (1) 115 Volt Kussmaul "Auto Charge 1000" battery charger system installed.

17.01.02 Shoreline electrical auto eject plug-in, top, front corner of street side wheel well.

17.02 Tire Pressure Indicators

17.02.01 Tire Pressure Indicators

Tire pressure indicators installed to allow for inspection of pressure at the tire.

17.03 SCBA Seating

17.03.00 SCBA Seats

SCBA Seats in the chassis cab installed for use with SCBA Brackets.

17.03.00.05 Two (2) Rear Seats, OEM Installed. (Left and Right Seat SCBA Bracket Ready)

17.03.01 Seat SCBA Brackets

SCBA seats in chassis cab equipped with remote release locking brackets for positively securing firefighter air packs per department’s specifications.

17.03.01.01 Two (2) Zico QM-EZL-A -EZ-LOC Mechanical Bracket with Adjustable Top Clamp installed in the rear street side and curb side seat backs.

17.04 Receiver Hitch, Winches, & Bumpers

17.04.01 Rear Receiver Hitch

Class III 2” receiver hitch tube installed on the rear of the apparatus and furnished with a 7-pin electrical receptacle and safety chain rings. Both sides of the receiver hitch will have tow-eyes cut into the plates.

17.04.04 Thunderstruck Bumper/Grill Guard

Heavy duty bumper/grille guard, there shall be one (1) Thunderstruck heavy-duty bumper/grille guard installed with a 2” receiver tube for winch mounting. The bumper/grill guard will be black powder coated for superior protection.

17.04.04.01 With monitor flange

17.04.05 Winch Wiring

Wiring installed in chassis for winch installation at the front and rear. Quick connects to fit with removable Warn winch systems.

17.05 Tires and Lift Kits

17.05.3343 Founders M/T Super Singles (4) and Spare Tire (1), Total Tires/Wheels (5) - Ford Only, MY '24

Four (4) Founders M/T Super Singe 305/70R 19.5, tires installed on the chassis. Rims are 19.5.” in diameter and 11” overall width. They have 18 ply rating, with a max load of 6610lbs per single tire. Tires will be mounted on 19.5” black powered coated steel wheels. Extended front fender flares installed to cover extra height and width of the tires. A 2.5" suspension lift kit installed. Road speed rating: 68mph. One (1) spare tire will be mounted on the wheel and included.

17.06 Chassis Exhaust

17.06.01 Standard Chassis Exhaust Modifications

Chassis exhaust is modified to exit passenger side behind the rear wheels and to the edge of the body.

17.10 Chassis Accessories

17.10.4335 Storage Box Between Rear Seats in Crew Cab

There will be a black vinyl coated aluminum storage box mounted between the 2 rear seats in a crew cab chassis. The box will have a lid that will open from the top and be supported by a gas shock. The box will be approximately 24" long x 16" tall x 20" wide.

SECTION 18: LOOSE EQUIPMENT

Loose equipment required by NFPA not listed will be supplied by customer after delivery of the apparatus prior to being put in service.

18.08 Wheel Chocks

18.08.03 Two (2) Rubber Wheel Chocks, connected by rope, in spare compartment.

SECTION 19: CHASSIS

19.00 Midwest Fire supplied chassis per specification attached. Brief summary below:

Chassis Summary			
Manufacturer	Ford	Cab Type (Reg, Ext, Crew)	Crew Cab
Model	F550 Gas	Cab to Axle (in.)	60”
Engine Manufacturer	Ford	Wheelbase (in.)	179”
Engine Model	7.3L V8 Gas	Front Axle Rating (Lbs.)	7,500 lbs.
Horsepower	335	Rear Axle Rating (Lbs.)	14,706 lbs.
Transmission Make	TorqShift	Paint Color Code	Race Red
Transmission Model	10 Speed Automatic	Two-Tone Scheme	See 11.00.5619
LED Headlights	No	Electric Locks	Yes
Electric Windows	Yes		

FINAL INSPECTION

The department will take physical possession of the truck and will receive all training on the operation of the truck at the Midwest Fire facility in Luverne, Minnesota during the final inspection/ delivery day.

DELIVERY

Transportation of the apparatus post final inspection is the responsibility of the department.

901 Commerce Road • P.O. Box 524 www.MidwestFire.com Luverne, MN 56156 • 1.800.344.2059

LETTER OF UNDERSTANDING

This Letter of Understanding will memorialize the agreement between the City of Rogers and Midwest Fire Equipment & Repair Company (Midwest Fire). This document pertains to a fire apparatus to be manufactured by Midwest Fire, a 300-gallon, All-Poly® Series Quick Attack, built on a Ford F550.

Timing/Delivery of Chassis:

- The City of Rogers apparatus project will be added to the next available slot in the Midwest Fire production schedule (currently estimated to be in October 2026).
- To maintain the typical production timeline, Midwest Fire requires that the Ford F550 chassis be onsite, at its Luverne, MN facility, not later than July 1st, 2026. If the truck chassis is not delivered by this date, City of Rogers understands & acknowledges that Midwest Fire may reprice cost of the apparatus.

Midwest Fire will do everything possible to maintain the production schedule & pricing extended on this fire apparatus project. However, given the open-ended availability of the Ford F550 chassis, Midwest Fire is unable to extend pricing beyond the dates detailed above.

ACKNOWLEDGED AND AGREED TO BY:

Midwest Fire Equipment and Repair Company

_____

Sarah J. Atchison, Owner/President & CEO

Date: _____

City of Rogers

_____

Rick Ihli, Mayor

Date: _____

_____

Stacie Brown, City Clerk

Date: _____

STAFF REPORT **Meeting Date**: October 22, 2024

ROGERS CITY COUNCIL **Agenda Item**: 8.1

Subject: 3rd Quarter 2024 Financial Reports
Prepared By: Matthew Rathlisberger, Assistant Finance Director

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Overview / Background / Analysis
Please find the attached Second Quarter 2024 Financial Reports. The information is unaudited.

Staff Recommendation
No action required.

Financial Impact: N/A **Source Fund**: N/A

Budgeted? N/A

Supporting Documentation
A. Q3 Financial Reports

City of Rogers, Minnesota
Financial Reports
For the Quarter Ended September 30, 2024

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Finance Department

Position	Name
Finance Director	Bridget Bruska
Assistant Finance Director	Matt Rathlisberger
Accountant	Lee-Ann Pettis
Accounting Clerk I - Utility Billing	Heather Parker
Administrative Assistant/Accounting Clerk I - Cash Receipts/Accounts Payable/Payroll	Amy Solum

City of Rogers, Minnesota
Cash Balances
For the Quarter Ended September 30, 2024

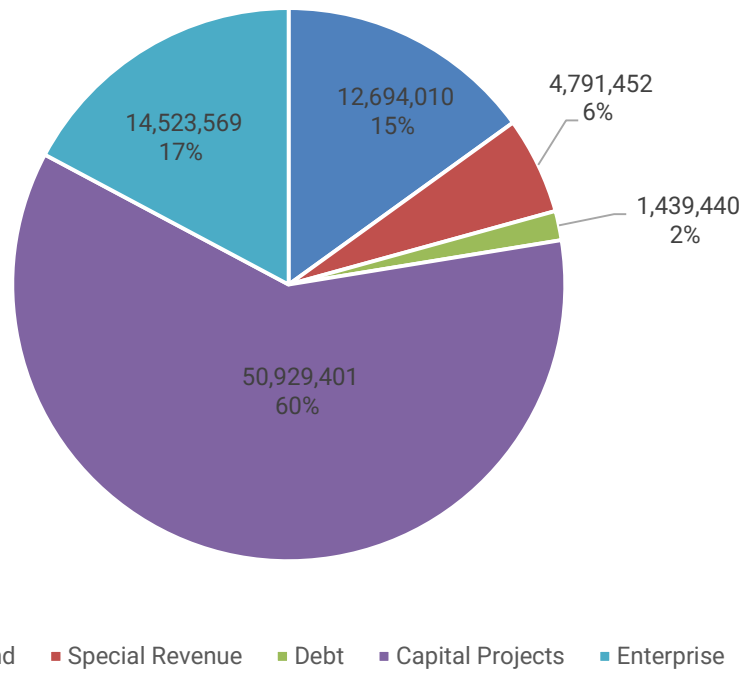
Account Number	Description	Beginning Balance	Debits	Credits	Ending Balance
General Fund					
100-000-0000-10100-0000	Cash & Investments	11,779,456.69	10,752,456.75	12,139,819.65	10,392,093.79
100-000-0000-10100-4002	Cash & Invest-Warning SirenFee	178,100.00	15,700.00	0.00	193,800.00
100-000-0000-10100-4006	Cash&Invest-PublBldgEnergyCons	24,479.60	0.00	0.00	24,479.60
Total General Fund		11,982,036.29	10,768,156.75	12,139,819.65	10,610,373.39
Revolving Loan					
200-000-0000-10100-0000	Cash & Investments	278,269.94	19,278.49	5,503.82	292,044.61
Tower & Billboard Leases					
201-000-0000-10100-0000	Cash & Investments	1,556,159.24	69,375.88	0.00	1,625,535.12
Police Forfeitures					
202-000-0000-10100-0000	Cash & Investments	29,199.70	0.00	600.00	28,599.70
Economic Development					
203-000-0000-10100-0000	Cash & Investments	-27,358.53	960,000.00	894,500.10	38,141.37
203-000-0000-10100-4019	Cash & Investments - Facade	0.00	0.00	0.00	0.00
Total Economic Development		-27,358.53	960,000.00	894,500.10	38,141.37
Rogers Activity Center (Arena)					
205-000-0000-10100-0000	Cash & Investments	1,506,644.73	255,775.51	192,390.04	1,570,030.20
205-000-0000-10100-4018	Cash - RAC Sinking Fund	844,057.91	57500.00	6929.85	894,628.06
Total Rogers Activity Center (Arena)		2,350,702.64	313,275.51	199,319.89	2,464,658.26
American Rescue Plan					
206-000-0000-10100-0000	Cash & Investments	432,417.87	0.00	373,925.34	58,492.53
2023 Public Safety Aid					
207-000-0000-10100-0000	Cash & Investments	461,451.00	0.00	193,572.85	267,878.15
Local Affordable Housing Aid					
208-000-0000-10100-5012	Cash & Investments	0.00	16,102.32	0.00	16,102.32
2015A AbatementBnds(2006 Refi)					
330-000-0000-10100-0000	Cash & Investments	70,640.59	109,548.00	568.00	179,620.59
2014A G.O. Bonds (CIP&EqCert)					
340-000-0000-10100-0000	Cash & Investments	97,655.61	90,078.00	568.00	187,165.61
2015A GO Bnds RD Ext&Int					
341-000-0000-10100-0000	Cash & Investments	123,322.36	248,454.02	568.00	371,208.38
2021A Street Reconstruction					
342-000-0000-10100-0000	Cash & Investments	390,835.53	169,050.00	26,568.00	533,317.53
2024A GO CIP Bond					
343-000-0000-10100-0000	Cash & Investments	54.60	342,650.50	174,576.75	168,128.35
Capital Improvement Projects					
400-000-0000-10100-0000	Cash & Investments	415,460.04	611,962.75	362,740.16	664,682.63
400-000-0000-10100-4005	Cash & Invest - IT SinkingFund	114,181.67	35,000.00	0.00	149,181.67
400-000-0000-10100-4010	Cash - Equipment Snkg Fund	1,225,278.82	150,000.00	0.00	1,375,278.82
400-000-0000-10100-4012	Cash - Gen Govt Bldgs SnkgFund	628,902.59	37,500.00	0.00	666,402.59
400-000-0000-10100-4014	Cash - Facilities Cap Reserves	0.00	155,439.00	0.00	155,439.00
400-000-0000-10100-5009	Cash & Invest-UMD	13,386.18	0.00	0.00	13,386.18
Total Capital Improvement Projects		2,397,209.30	989,901.75	362,740.16	3,024,370.89
Pavement Mgmt Program (PMP)					
401-000-0000-10100-0000	Cash & Investments	1,615,884.96	300,531.18	282,478.22	1,633,937.92

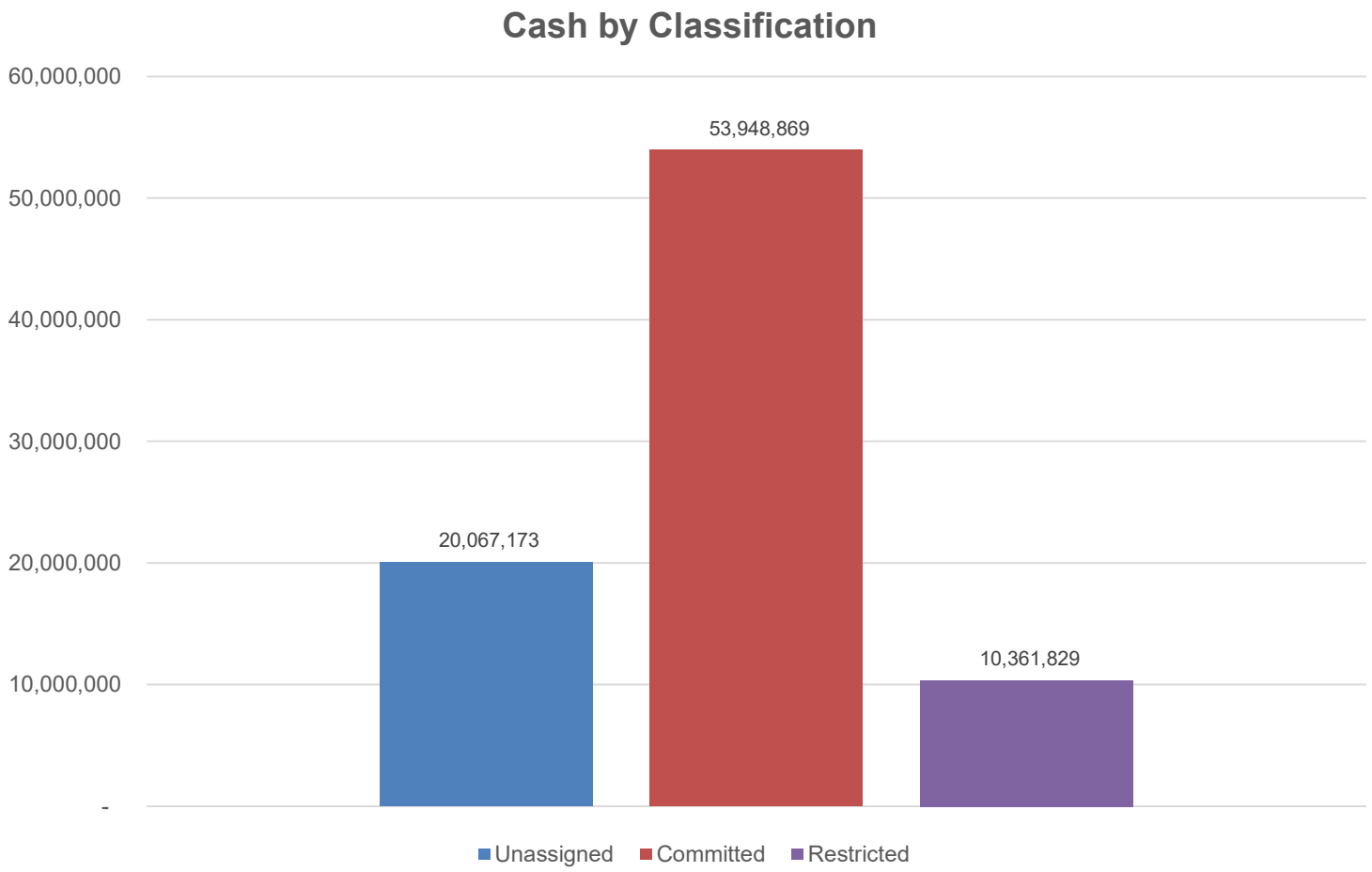
City of Rogers, Minnesota
Cash Balances
For the Quarter Ended September 30, 2024

Account Number	Description	Beginning Balance	Debits	Credits	Ending Balance
Revolving Capital					
402-000-0000-10100-0000	Cash & Investments	1,131,847.55	1,275,948.31	342,344.23	2,065,451.63
402-000-0000-10100-4009	Cash - KinghornDev Trnsp&Util	15,000.00	0.00	0.00	15,000.00
402-000-0000-10100-4015	Cash Unpvd Streets Snkg Fund	1,132,528.68	66,500.00	0.00	1,199,028.68
402-000-0000-10100-4999	Cash&Inv-429 AssmtProjCloseout	1,296,505.10	748.53	0.00	1,297,253.63
402-000-0000-10100-5000	Cash & Inv-Trnsprtn Infrastruc	2,804,428.66	0.00	330.00	2,804,098.66
Total Revolving Capital		6,380,309.99	1,343,196.84	342,674.23	7,380,832.60
Fire Department Capital Outlay					
403-000-0000-10100-0000	Cash & Investments	585,019.03	90,040.64	11,107.89	663,951.78
Park Dedication					
404-000-0000-10100-0000	Cash & Investments	5,634,152.79	493,023.03	57,002.19	6,070,173.63
404-000-0000-10100-4016	Cash - Parks Sinking Fund	662,241.48	50,000.00	11,900.00	700,341.48
404-000-0000-10100-4017	Cash - Trail Sinking Fund	785,104.45	62500.00	20470.03	827,134.42
Total Park Dedication		7,081,498.72	605,523.03	89,372.22	7,597,649.53
Water Trunk					
405-000-0000-10100-0000	Cash & Investments	1,756,910.21	112,922.31	0.00	1,869,832.52
405-000-0000-10100-5011	Cash & Inv - Bond Proceeds	335,678.93	4,256.59	44,367.53	295,567.99
Total Water Trunk		2,092,589.14	117,178.90	44,367.53	2,165,400.51
Sewer Trunk					
406-000-0000-10100-0000	Cash & Investments	2,718,479.95	43,490.66	288,357.93	2,473,612.68
WAC					
407-000-0000-10100-0000	Cash & Investments	9,223,518.77	888,755.34	15,734.59	10,096,539.52
407-000-0000-10100-5011	Cash & Inv - Bond Proceeds	3,467,257.03	45,458.55	356,187.00	3,156,528.58
Total WAC		12,690,775.80	934,213.89	371,921.59	13,253,068.10
RSAC					
408-000-0000-10100-0000	Cash & Investments	3,678,963.88	599,115.99	332,577.02	3,945,502.85
2019 Local Option Sales Tax					
410-000-0000-10100-0000	Cash & Investments	1,064,366.07	592,464.26	1,740,781.59	-83,951.26
RAC Expansion					
411-000-0000-10100-0000	Cash & Investments	85,314.90	0.00	0.00	85,314.90
Storm Sewer Trunk					
438-000-0000-10100-0000	Cash & Investments	1,770,066.75	66,720.00	0.00	1,836,786.75
438-000-0000-10100-5010	Cash&Invest129th AveWetIndPipe	138,809.54	0.00	0.00	138,809.54
Total Storm Sewer Trunk	Storm Sewer Trunk	1,908,876.29	66,720.00	0.00	1,975,596.29
Fire Station #2					
449-000-0000-10100-0000	Cash & Investments	5,533,182.91	456,665.92	2,094,137.56	3,895,711.27
TIF #1 CBD Redevelopment					
450-000-0000-10100-0000	Cash & Investments	1,693,937.89	0.00	9,047.35	1,684,890.54
TIF #12 202 Housing					
458-000-0000-10100-0000	Cash & Investments	145,538.78	15,195.00	1,336.21	159,397.57
TIF #13 Rogers Plaza					
459-000-0000-10100-0000	Cash & Investments	25,859.88	0.00	1,122.46	24,737.42
TIF #14 Sand Senior Housing					
460-000-0000-10100-0000	Cash & Investments	602,852.26	72,221.05	1,264.96	673,808.35

City of Rogers, Minnesota
Cash Balances
For the Quarter Ended September 30, 2024

Account Number	Description	Beginning Balance	Debits	Credits	Ending Balance
TIF #15 Wellstead Housing					
461-000-0000-10100-0000	Cash & Investments	293,332.50	13,409.80	1,408.46	305,333.84
TIF #16 Graco					
462-000-0000-10100-0000	Cash & Investments	71,358.66	0.00	1,123.46	70,235.20
Water					
601-000-0000-10100-0000	Cash & Investments	6,652,263.18	840,302.10	560,439.67	6,932,125.61
Sewer					
602-000-0000-10100-0000	Cash & Investments	2,653,229.03	759,465.81	558,736.46	2,853,958.38
Storm Sewer					
603-000-0000-10100-0000	Cash & Investments	2,934,144.53	202,831.79	107,061.19	3,029,915.13
Municipal Liquor					
609-000-0000-10100-0000	Cash & Investments	1,598,045.08	2,285,781.76	2,176,257.20	1,707,569.64
Investment Control					
999-000-0000-10100-0000	Cash & Investments	218,806.06	1,864,830.30	0.00	2,083,636.36
Asset Total		82,467,225.63	25,299,050.14	23,388,403.76	84,377,872.01


Ending Cash Balance
12,694,010
15%
4,791,452
6%
1,439,440
2%
50,929,401
60%
14,523,569
17%
General Fund
Special Revenue
Debt
Capital Projects
Enterprise


Cash by Classification
60,000,000
50,000,000
40,000,000
30,000,000
20,000,000
10,000,000
-
20,067,173
53,948,869
10,361,829
Unassigned
Committed
Restricted

City of Rogers
Brokered Investments
As of September 30, 2024

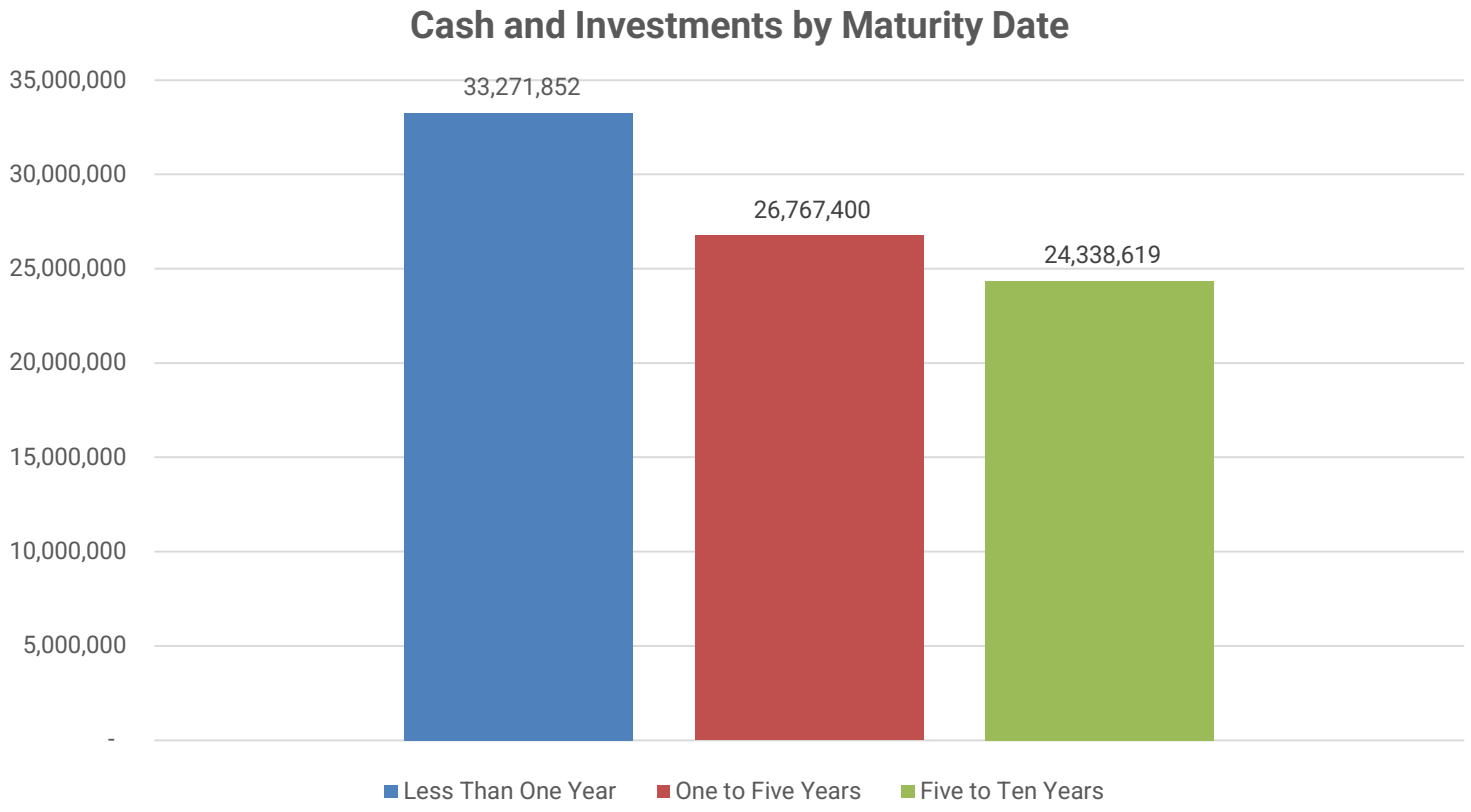
Type	Location	Broker	FDIC	CUSIP	Purchase Date	Maturity Date	Rate	9/30/2024 Market Value
MM	First Am Govt Ob Fd Cl X	MCM	N/A	31846V328	N/A	N/A	5.210%	359,930.03
MM	First Am Govt Ob Fd Cl X	MCM2	N/A	31846V328	N/A	N/A	5.220%	3,452,096.57
MM	First Am Govt Ob Fd Cl X	MCM3	N/A	31846V328	N/A	N/A	5.220%	3,897,503.26
	Total Money Market Accounts							7,709,529.86
4M	4M Plus	PMA	N/A	Portfolio	N/A	N/A	5.265%	21.39
4M	4M	PMA	N/A	Portfolio	N/A	N/A	5.236%	190,444.41
	Total 4M Fund							190,465.80
4M	4M LTD	PMA	N/A	Portfolio	09/09/21	N/A	0.180%	1,628,310.18
	Total Collateralized Bank Deposits							1,628,310.18
MUNI	Addison Il Fire Protn Dist No1	MCM	N/A	006541DC7	09/27/23	12/30/26	5.530%	328,597.50
MUNI	Azusa Ca Uni Sch Dist Go Taxable Ref	MCM	N/A	055033RK2	08/21/23	08/01/29	5.080%	336,424.15
MUNI	Bayonne N J Taxable Sch Ref Bds 2021	MCM	N/A	0728875D0	01/12/23	08/01/29	4.730%	226,150.00
MUNI	Bowling Green Oh City Sch Dist Go	MCM	N/A	102853FZ6	07/29/22	12/01/24	3.250%	314,773.20
MUNI	California St Taxable Var Purp	MCM	N/A	13063DC48	07/29/22	02/01/28	3.430%	702,345.00
MUNI	California St Taxable Var Purp Go Bds	MCM	N/A	13063DMA3	12/16/19	04/01/26	2.650%	230,657.20
MUNI	Cape May County NJ Taxable GO Bonds 2021B	MCM	N/A	139501RZ5	08/21/23	09/15/28	5.000%	158,358.40
MUNI	Chartiers Valley Pa Sch Dist Taxable	MCM	N/A	161398KC5	07/28/21	10/15/26	0.950%	122,712.20
MUNI	Connecticut St Ser A	MCM	N/A	20772KAG4	07/29/22	01/15/25	3.230%	298,521.00
MUNI	Connecticut St Txbl Ser A	MCM	N/A	20772KAH2	12/16/19	01/15/26	3.310%	148,609.50
MUNI	Evesham Twp Nj Taxable Gen Obli	MCM	N/A	300471QR3	09/02/21	05/01/27	1.150%	304,024.00
MUNI	Lakota Ohio Loc Sch Dist Butler Cnty	MCM	N/A	51280UDJ3	07/28/21	12/01/26	0.940%	127,800.40
MUNI	Lavalette Nj Gen Impt Taxable Ref	MCM	N/A	519390GH5	09/02/21	12/01/27	1.250%	250,700.40
MUNI	Murrieta Vy Ca Uni Sch Dist	MCM	N/A	626905PR8	06/21/23	09/01/26	4.282%	223,590.75
MUNI	Oregon Cmnty College Dist Taxable B	MCM	N/A	68583RCV2	11/16/21	06/30/26	1.420%	514,435.00
MUNI	Papillion La Vista Ne Sch Dist No 27	MCM	N/A	698873G75	08/21/23	12/01/29	4.830%	222,572.50
MUNI	San Jose Evergreen Ca Cmnty College Dist Taxable Go Ref	MCM	N/A	798189RX6	07/28/21	09/01/25	0.600%	631,371.00
MUNI	Santa Barbara Ca Uni Sch Dist	MCM	N/A	801315KU5	06/21/23	08/01/29	3.958%	203,123.25
MUNI	Texas St Ref Taxable Pub Fin Auth	MCM	N/A	882724XL6	11/16/21	10/01/25	1.070%	500,385.00
MUNI	Vacaville Calif Uni Sch Dist Taxable	MCM	N/A	918608UP3	08/28/24	08/01/28	1.559%	96,196.80
MUNI	Velasco Tx Drain Dist Taxable Unltd	MCM	N/A	922561LR4	08/24/21	08/01/25	0.630%	195,832.65
MUNI	Vista Ca Uni Sch Dist Txbl Unltd	MCM	N/A	928346PZ2	07/29/22	08/01/28	3.550%	460,440.00
MUNI	Winchester Va Taxable Go Pub Impt Ref 2021A	MCM	N/A	973126VA0	07/28/21	08/01/25	0.640%	97,333.00
MUNI	Worcester Ma Taxable Go Ref Bds B	MCM	N/A	981306A94	09/27/23	11/15/26	5.270%	471,120.00
MUNI	Fort Bend Cnty Tx Mun Util Dist No 134E Unltd Tax Bds 2021	MCM	N/A	34683TCF4	08/19/21	09/01/25	0.600%	395,967.75
MUNI	New York NY Taxable Go Bds 2022 Taxable - A-2-TXBL	PMA	N/A	64966QWV8	09/13/21	08/01/25	0.600%	728,505.00
MUNI	Gladewater Cnty Line Indpt Sch Dist Tx Taxable Unltd Tax Ref	PMA	N/A	376470DC1	06/01/23	08/15/25	4.750%	202,160.70
MUNI	San Jose Evergreen Ca Cmnty College Dist Taxable Go Ref	PMA	N/A	798189RX6	04/08/22	09/01/25	3.000%	718,791.60
MUNI	Massachusetts St Taxable Go Ref Bds 2020 E	PMA	N/A	57582RK88	06/30/22	11/01/25	3.350%	676,039.00
MUNI	Vestavia Hills Al Taxable Go Wts 2020 B	PMA	N/A	925479RS8	06/02/23	02/01/26	4.700%	207,754.50
MUNI	California St Taxable Var Purp Go Bds	PMA	N/A	13063DMA3	08/08/22	04/01/26	3.275%	343,532.00
MUNI	Multnomah Cnty Or Go Taxable Bds 2021 B	PMA	N/A	625506QP8	05/18/23	06/15/26	4.000%	199,554.60
MUNI	San Jose Ca Uni Sch Dist Santa Clara Cnty Taxable Go Ref Bds	PMA	N/A	798186N99	09/11/23	08/01/26	4.920%	250,917.90
MUNI	Sunnyvale Ca Sch Dist Taxable Go Ref Bds 2021	PMA	N/A	867578VG8	09/05/23	09/01/26	4.750%	396,092.60
MUNI	New York Ny Txbl Ser E 2	PMA	N/A	64966MWN5	08/08/22	03/01/27	3.300%	1,141,812.00
MUNI	Cedar Rapids Iowa Taxable Go Ref Bds	PMA	N/A	150528K22	11/17/23	06/01/28	4.850%	417,820.50
MUNI	Denison Tx Indpt Sch Dist Ref	PMA	N/A	248415XT3	05/20/24	08/01/28	4.490%	234,252.50
MUNI	Montgomery Cnty Md Taxable Go Consolidated 2020 C	PMA	N/A	61334PDE0	05/20/24	11/01/28	4.530%	225,345.00
MUNI	Texas St Taxable Pub Fin Auth Go 2020	PMA	N/A	882724RE9	06/04/24	10/01/29	4.510%	777,253.50
MUNI	Will Cnty Il Cmnty Unit Sch Dist No 365 U Vy View Go Ref Taxa	PMA	N/A	969078UR3	01/29/24	11/01/29	4.450%	1,254,900.00
	Total Municipal Bonds							15,336,772.05
TNOTE	US TREASURY N/B	PMA	N/A	91282CDB4	10/27/21	10/15/24	0.700%	399,351.20
TNOTE	US TREASURY N/B	PMA	N/A	91282CDN8	12/15/21	12/15/24	0.900%	496,328.13
TNOTE	US TREASURY N/B	PMA	N/A	912828ZF0	04/07/22	03/31/25	2.652%	1,044,873.16
TNOTE	US TREASURY N/B	PMA	N/A	912828ZW3	04/07/22	06/30/25	2.686%	1,048,383.38
TNOTE	US TREASURY N/B	PMA	N/A	91282CBZ3	04/24/24	04/30/28	4.660%	782,539.22
TNOTE	US TREASURY N/B	PMA	N/A	91282CDF5	04/24/24	10/31/28	4.610%	784,343.44
TNOTE	US TREASURY N/B	MCM	N/A	91282CDH1	11/16/21	11/15/24	0.750%	315,418.17

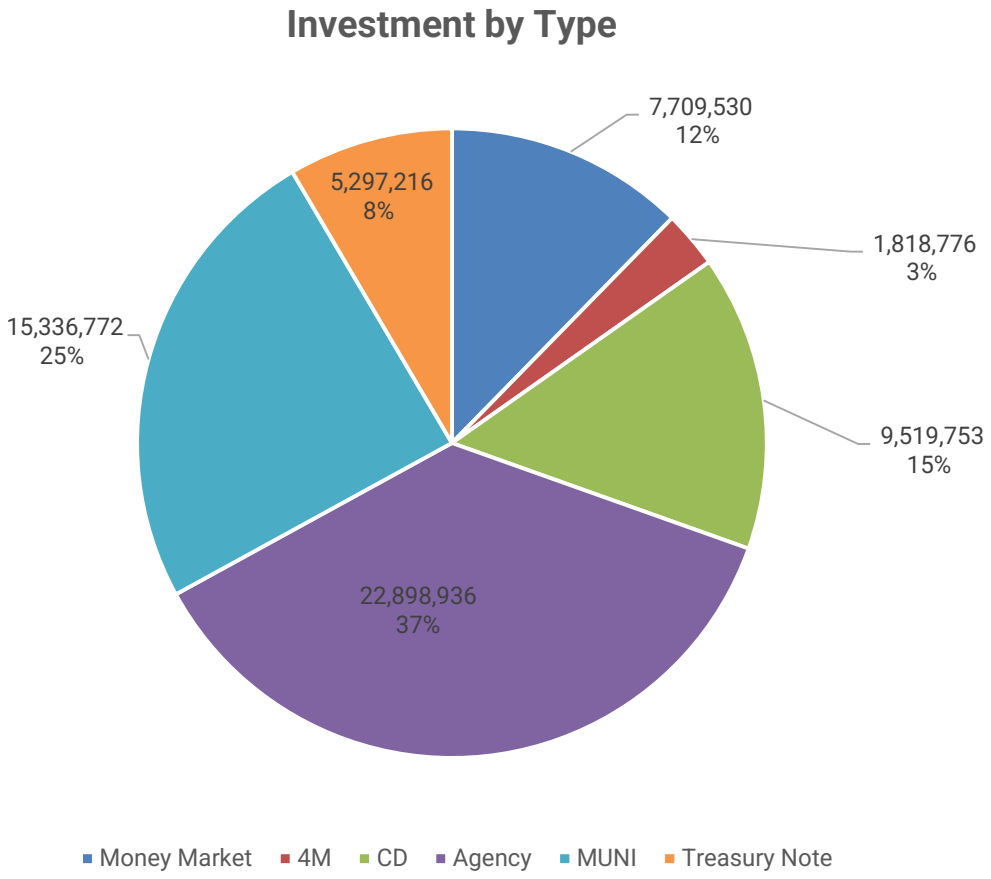
City of Rogers
Brokered Investments
As of September 30, 2024

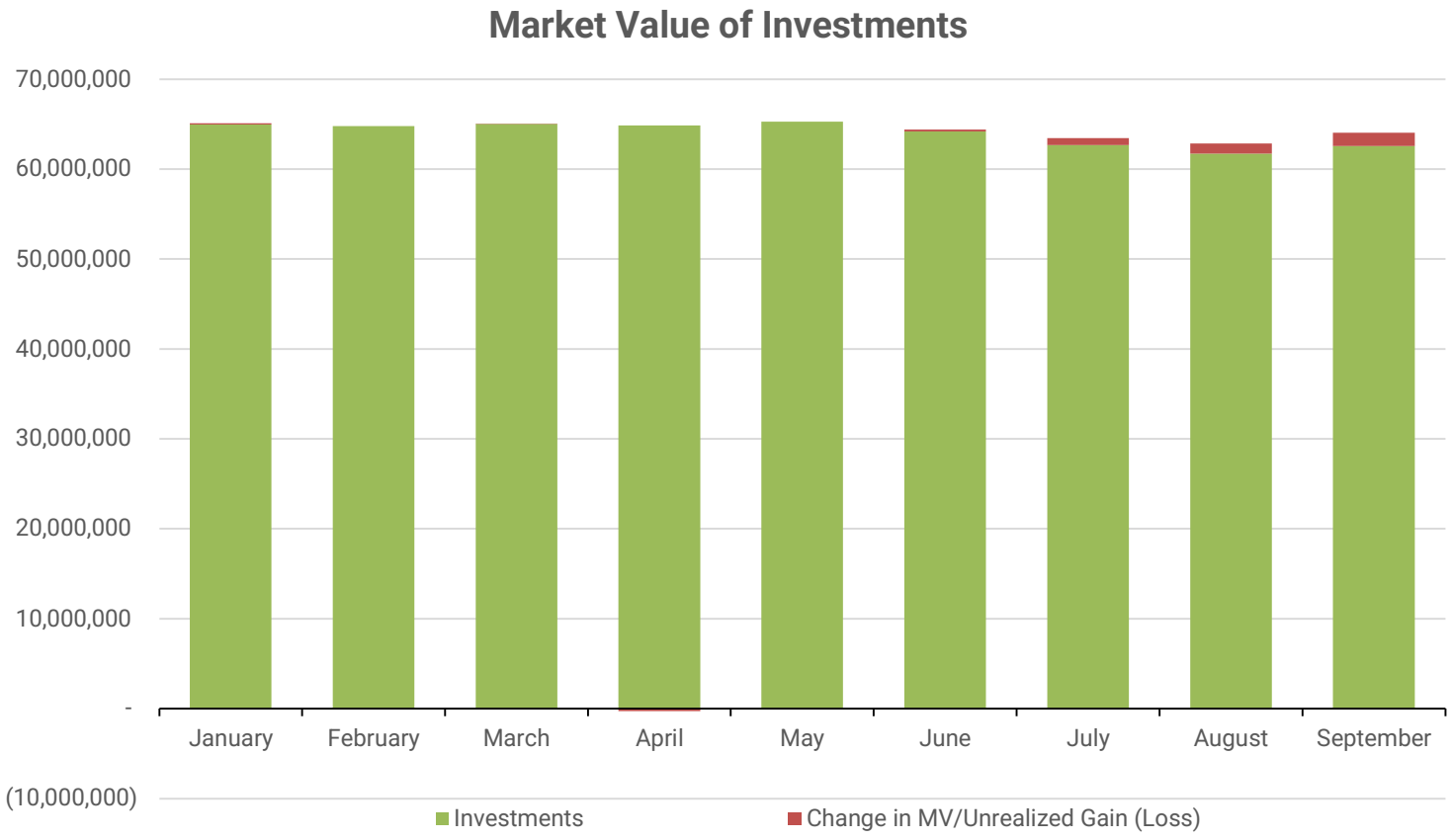
Type	Location	Broker	FDIC	CUSIP	Purchase Date	Maturity Date	Rate	9/30/2024 Market Value
TNOTE	US TREASURY N/B	MCM	N/A	912828J27	01/09/24	02/15/25	2.000%	425,979.50
								5,297,216.20
AGY	F H L M C M T N	MCM	N/A	3134GWCV6	07/21/20	07/21/27	1.000%	925,890.00
AGY	F N M A	MCM	N/A	3135G05X7	01/21/21	08/25/25	0.375%	1,452,975.00
AGY	F N M A	MCM	N/A	3135G06G3	02/04/21	11/07/25	0.500%	481,135.00
AGY	F N M A	MCM	N/A	3136G46H1	10/29/20	10/29/27	0.850%	823,032.00
AGY	F N M A M T N	MCM	N/A	3135GA5N7	11/19/20	05/30/28	1.000%	1,809,400.00
AGY	F F C B DEB	MCM	N/A	3133ELY32	07/22/20	07/22/26	0.550%	945,520.00
AGY	F F C B DEB	MCM	N/A	3133EMAC6	09/23/20	09/21/27	0.750%	1,371,795.00
AGY	F F C B DEB	MCM	N/A	3133EMJW3	12/09/20	12/09/27	0.860%	1,367,595.00
AGY	F F C B DEB	MCM	N/A	3133EL4D3	08/26/20	08/19/27	0.900%	921,060.00
AGY	F F C B DEB	MCM	N/A	3133EKFM3	04/08/19	04/08/26	2.820%	985,710.00
AGY	F H L B	MCM	N/A	3130AKPQ3	01/28/21	01/28/26	0.580%	718,125.00
AGY	F H L B DEB	MCM	N/A	3130ALRM8	03/23/21	11/29/24	0.600%	745,252.50
AGY	F H L B DEB	MCM	N/A	3130ALFF6	02/18/21	12/10/25	0.650%	961,480.00
AGY	F H L B DEB	MCM	N/A	3130AKLK0	12/31/20	12/30/27	0.800%	772,123.00
AGY	F H L B DEB	MCM	N/A	3130AJW21	08/04/20	07/30/27	0.870%	1,387,650.00
AGY	F H L B DEB	MCM	N/A	3130AJLR8	07/09/20	06/11/27	0.875%	696,480.00
AGY	F H L B DEB	MCM	N/A	3130AKHM1	12/09/20	11/30/27	0.875%	1,369,200.00
AGY	F H L B DEB	MCM	N/A	3130AK5Y8	09/23/20	09/21/28	0.970%	895,200.00
AGY	F F C B DEB	MCM	N/A	3130AKLU8	12/30/20	01/08/29	1.000%	1,333,335.00
AGY	F H L B	MCM	N/A	3130AKNU6	01/28/21	07/28/28	1.000%	674,992.50
AGY	F H L B	MCM	N/A	3130AJ3V9	02/13/20	02/10/27	1.900%	1,188,093.60
AGY	F N M A DEB	PMA	N/A	3135G03U5	09/28/22	04/22/25	4.350%	1,072,892.79
	Total U.S. Government Agencies							22,898,936.39
CD	First National Bank, ME	PMA	4256	N/A	01/13/23	01/14/25	4.658%	228,150.00
CD	Cornerstone Bank, NE	PMA	5496	N/A	01/02/24	05/30/25	5.008%	200,000.00
CD	Financial Federal Bank, TN	PMA	31840	N/A	01/02/24	05/30/25	5.450%	200,000.00
CD	First National Bank, AR	PMA	3887	N/A	11/14/23	03/31/26	5.037%	223,150.00
CD	The Federal Savings Bank, IL	PMA	35518	N/A	11/08/23	05/29/26	4.920%	221,100.00
CD	Bank of Wisconsin Dells, WI	PMA	15136	N/A	11/14/23	05/29/26	4.937%	222,050.00
CD	Manufacturers Traders Tr Co CD	PMA	588	564759RR1	01/20/23	01/20/26	4.250%	244,942.00
CD	Popular Bk New York Brh In	PMA	34967	73317ACK6	09/06/23	09/04/26	4.850%	251,781.34
CD	BNY Mellon NA	PMA	7946	05584CJG2	09/07/23	09/08/26	4.750%	248,339.63
CD	Optum Bk Draper Utah	PMA	57408	68405VAP4	09/13/23	09/14/26	4.850%	248,845.62
CD	Peoples Tr Bk Hamilton Ala	PMA	57569	712608AA6	09/15/23	09/15/26	4.800%	252,643.75
CD	Customers Bk Phoenixville Pa	PMA	N/A	23204HPQ5	06/27/24	06/27/29	4.550%	252,620.75
CD	Bank 7, OK	PMA	N/A	N/A	09/13/24	01/31/25	4.920%	245,300.00
CD	CIBC Bank USA, MI	PMA	N/A	N/A	09/13/24	01/31/25	4.718%	245,500.00
CD	Western Alliance Bank, CA	PMA	N/A	N/A	09/13/24	02/28/25	4.897%	244,400.00
CD	Veritex Community Bank, TX	PMA	N/A	N/A	09/13/24	07/31/25	4.538%	240,200.00
CD	BOM Bank, LA	PMA	N/A	N/A	09/13/24	10/31/25	4.449%	237,800.00
CD	West Virginia Central Federal Union, WV	PMA	N/A	N/A	09/13/24	05/29/26	3.765%	234,800.00
CD	American Plus Bank, N.A., CA	PMA	N/A	N/A	09/13/24	05/29/26	3.648%	235,200.00
CD	First Capital Bank, SC	PMA	N/A	N/A	09/13/24	10/30/26	3.691%	231,700.00
CD	First Internet Bank of Indiana, IN	PMA	N/A	N/A	09/13/24	10/30/26	3.988%	230,000.00
CD	Ally Bk Sandy Utah	MCM	N/A	02007GRK1	08/28/24	05/19/25	3.100%	243,990.18
CD	Bank Amer Na Charlotte Nc	MCM	N/A	06051XGS5	08/28/24	03/02/26	4.050%	244,534.36
CD	Bank First Natl Manitowoc Wis	MCM	N/A	062114AW3	08/28/24	08/22/29	3.700%	221,596.70
CD	Barclays Bk Del Retail Ctf Dep	MCM	N/A	06740KSV0	08/28/24	02/27/26	4.100%	244,692.96
CD	Capital One Bk USA Natl Assn	MCM	33954	14042THX8	07/29/22	07/28/25	3.400%	243,427.10
CD	Capital One Natl Assn McLean	MCM	N/A	14042RRS2	08/28/24	06/02/27	3.200%	241,219.65
CD	Community Bank	MCM	31272	203522AT4	12/16/19	11/08/24	1.650%	244,216.00
CD	Discover Bk Greenwood Del	MCM	5649	254673N28	07/29/22	07/29/25	3.350%	243,307.05
CD	First Gty Bk Hammond La	MCM	N/A	320437AH9	08/28/24	03/06/26	4.150%	244,858.88
CD	First Merchants Bk Muncie	MCM	N/A	32082BGA1	08/28/24	03/10/28	3.700%	245,056.35
CD	Goldman Sachs Bk USA	MCM	33124	38149MXK4	07/28/21	07/28/26	1.000%	142,359.00
CD	Goldman Sachs Bk USA New York	MCM	33124	38149MXU2	08/11/21	08/04/26	1.000%	90,234.80
CD	Morgan Stanley Private Bk Natl	MCM	N/A	61768EJV6	08/28/24	05/27/25	3.100%	243,977.88

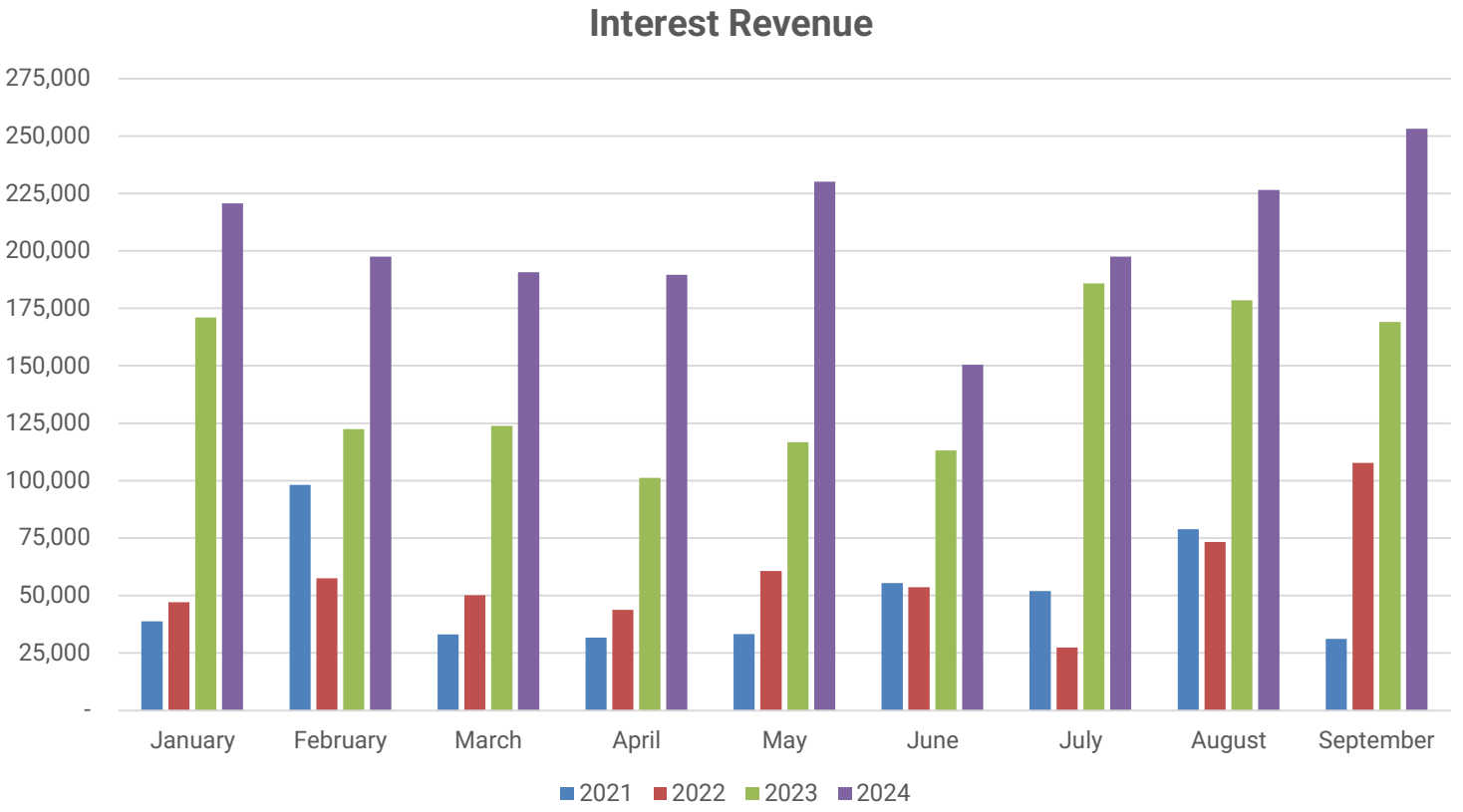
City of Rogers
Brokered Investments
As of September 30, 2024

Type	Location	Broker	FDIC	CUSIP	Purchase Date	Maturity Date	Rate	9/30/2024 Market Value
CD	M1 Bk MacKs Creek Mo	MCM	N/A	55316CDA1	08/28/24	07/03/25	4.400%	241,277.15
CD	Prospect Bank	MCM	N/A	74349KEL0	09/06/24	10/14/25	4.250%	249,749.49
CD	Raymond James Bk Natl Assn	MCM	33893	75472RBD2	02/08/23	02/10/25	4.550%	243,926.80
CD	Sallie Mae Bank	MCM	N/A	7954506V2	08/28/24	07/22/25	0.650%	242,013.06
CD	UBS Bk USA Salt Lake City UT	MCM	57565	90348JR93	08/11/21	08/11/26	0.950%	232,367.80
CD	United Fid Bk FSB Evansville I	MCM	N/A	910286HY2	09/06/24	03/13/26	4.150%	249,938.73
CD	Van Wert Fed Svgs Bk Ohio	MCM	N/A	921303AH6	09/06/24	02/19/26	4.050%	228,485.64
	Total Certificates of Deposit							9,519,752.67
	TOTAL INVESTMENTS							62,580,983.15


Cash and Investments by Maturity Date
35,000,000
30,000,000
25,000,000
20,000,000
15,000,000
10,000,000
5,000,000
-
33,271,852
26,767,400
24,338,619
Less Than One Year
One to Five Years
Five to Ten Years


Investment by Type
7,709,530
12%
1,818,776
3%
9,519,753
15%
22,898,936
37%
15,336,772
25%
5,297,216
8%
Money Market
4M
CD
Agency
MUNI
Treasury Note


Market Value of Investments
70,000,000
60,000,000
50,000,000
40,000,000
30,000,000
20,000,000
10,000,000
-
(10,000,000)
January
February
March
April
May
June
July
August
September
Investments
Change in MV/Unrealized Gain (Loss)


Interest Revenue
275,000
250,000
225,000
200,000
175,000
150,000
125,000
100,000
75,000
50,000
25,000
-
January
February
March
April
May
June
July
August
September
2021
2022
2023
2024

City of Rogers, Minnesota
General Fund Financial Report
For the Quarter Ended September, 2024

	Audited 2023	Approved Budget 2024	YTD September 2024	Variance	% Collected or Expended
Revenue					
Taxes	$ 8,880,569	$ 10,246,948	$ 5,167,555	$ (5,079,393)	50.43% (1)
Licenses & Permits	2,004,855	1,697,637	2,562,382	864,745	150.94% (2)
Intergovernmental	746,383	710,537	783,660	73,123	110.29% (3)
Charges for Services	1,573,745	1,452,722	1,542,487	89,765	106.18% (4)
Fines & Forfeits	83,354	80,000	62,367	(17,633)	77.96%
Interest Earnings	505,508	70,000	133,791	63,791	191.13% (5)
Miscellaneous	626,495	594,650	303,635	(291,015)	51.06% (6)
Total Revenues	14,420,909	14,852,494	10,555,877	(4,296,617)	
Expenditures					
General Government	3,540,677	3,709,148	2,944,635	(764,513)	79.39%
Public Safety	6,876,861	7,887,765	5,637,782	(2,249,983)	71.48%
Public Works	1,843,458	1,959,872	1,210,694	(749,178)	61.77% (7)
Culture & Recreation	1,441,078	1,600,709	1,219,656	(381,053)	76.19%
Total Expenditures	13,702,074	15,157,494	11,012,766	(4,144,728)	
Excess (Deficiency) or Revenues Over (Under) Expenditures	718,835	(305,000)	(456,889)	(151,889)	
Other Financing Sources (Uses)					
Operating Transfers In	569,690	225,000	-	(225,000)	0.00% (8)
Sale of Fixed Assets	690	-	1,610	1,610	N/A
Operating Transfers Out	(15,000)	-	-	-	N/A
Total Other Financing Sources (Uses)	555,380	225,000	1,610	(223,390)	
Net Change in Fund Balances	$ 1,274,215	$ (80,000)	$ (455,279)	$ (375,279)	

As of September 30, revenues and expenditures are expected to be at 75% of budgeted amounts. Variances greater or less than 10% from expected amounts are detailed below:

(1) Tax collections do not occur evenly throughout the year. The first half tax settlement is typically received in June and July. The second half settlement is received in December.
(2) Some licenses (alcohol and tobacco) are fully collected in the beginning of the year. In addition, the number of building permits as of quarter-end exceeds the budgeted amount. The City budgeted for 140 new single-family homes and has issued 240 permits. Comparatively, the City budgeted for 75 new townhomes and has issued 139 permits as of September 30. Other permits such as mechanical, plumbing, right-of-way (ROW), and yard waste are also exceeding budgeted projections.
(3) Police and Fire State Aid account for a significant portion of intergovernmental revenues. These aids were distributed in September and the amounts received from the State were greater than expected.
(4) Fire protection services are fully billed at the beginning of the year making this category ahead of budgeted projections. Administrative, development related and engineering fees, and public safety security fees are also tracking ahead of budget.
(5) Interest is allocated in June and December based on average cash balance. Variance from budget is largely due to conservative budgeting and higher than expected interest rates.
(6) Refunds and reimbursements are budgeted for staff time spent on private development projects. Private development reconciliations are completed periodically throughout the year; a reconciliation has not been completed as of quarter-end. However, Event Center rentals aretracking ahead of budget.
(7) Public works expenditures are under budget due to lower costs through quarter-end for street maintenance activities, consisting of mechanic equipment parts, the purchase of signs and related streets repairs and maintenance. Additionally, public works had lower than expected costs for operational supplies, street lighting, and contracted services through September 30.
(8) Operating transfers are made at year-end.

City of Rogers, Minnesota
Economic Development Authority (EDA) Financial Report
For the Quarter Ended September, 2024

	Audited 2023	Approved Budget 2024	YTD September 2024	Variance	% Collected or Expended
Revenue					
Taxes	$ 218,000	$ 280,000	$ 140,000	$ (140,000)	50.00% (1)
Interest Earnings	4,149	2,000	1,737	(263)	86.87% (2)
Miscellaneous	26,797	-	426	426	N/A
Total Revenues	248,946	282,000	142,164	(139,836)	
Expenditures					
Personal Services	29,705	50,314	11,051	(39,263)	21.96% (3)
Other Services & Charges	348,378	158,000	174,814	16,814	110.64% (4)
Total Expenditures	378,083	208,314	185,865	(22,449)	
Excess (Deficiency) or Revenues Over (Under) Expenditures	(129,138)	73,686	(43,701)	(117,387)	
Other Financing Sources (Uses)					
Operating Transfers In	15,000	-	-	-	N/A
Total Other Financing Sources (Uses)	15,000	-	-	-	
Net Change in Fund Balances	$ (114,138)	$ 73,686	$ (43,701)	$ (117,387)	

As of September 30, revenues and expenditures are expected to be at 75% of budgeted amounts. Variances greater or less than 10% from expected amounts are detailed below:

(1) Tax collections do not occur evenly throughout the year. The first half tax settlement is typically received in June and July. The second half settlement is received in December.
(2) Interest is allocated in June and December based on average cash balance. Variance from budget is largely due to conservative budgeting and higher than expected interest rates.
(3) Personal services is under budget due to resignation of the Economic Development coordinator in February 2024. The coordinator position was not replaced until the City's fourth quarter.
(4) Other services and charges is currently higher than budgeted. This is due services such as legal and other professional services that are over budget, and the tax abatement reimbursement to a local business from the City's 1st half property tax distribution.

City of Rogers, Minnesota
Rogers Activity Center (RAC) Financial Report
For the Quarter Ended September, 2024

	Audited 2023	Approved Budget 2024	YTD September 2024	Variance	% Collected or Expended
Revenue					
Taxes	$ 252,124	$ 255,904	$ 127,952	$ (127,952)	50.00% (1)
Charges for Services	737,467	572,000	367,843	(204,157)	64.31% (2)
Interest Earnings	106,778	4,000	30,658	26,658	766.46% (3)
Miscellaneous	137,744	37,300	24,307	(12,993)	65.17%
Total Revenues	1,234,113	869,204	550,760	(318,444)	
Expenditures					
Personal Services	375,055	385,678	311,027	(74,651)	80.64%
Supplies	71,314	72,950	60,425	(12,525)	82.83%
Other Services & Charges	218,662	211,925	144,871	(67,054)	68.36%
Capital Outlay	207,864	96,600	105,536	8,936	109.25% (4)
Total Expenditures	872,896	767,153	621,860	(145,294)	
Excess (Deficiency) or Revenues Over (Under) Expenditures	361,217	102,051	(71,099)	(173,150)	
Other Financing Sources (Uses)					
Sale of Fixed Assets	24,056	-	550	550	N/A
Operating Transfers Out	(2,480)	-	-	-	N/A
Total Other Financing Sources (Uses)	21,576	-	550	550	
Net Change in Fund Balances	$ 382,793	$ 102,051	$ (70,549)	$ (172,600)	

As of September 30, revenues and expenditures are expected to be at 75% of budgeted amounts. Variances greater or less than 10% from expected amounts are detailed below:

(1) Tax collections do not occur evenly throughout the year. The first half tax settlement is typically received in June and July. The second half settlement is received in December.
(2) Charges for services are received early and late in the year. Ice rental and admissions (nearly 70% of the budgeted charges for services) are at approximately 67% of budget before the hockey season has started.
(3) Interest is allocated in June and December based on average cash balance. Variance from budget is largely due to conservative budgeting and higher than expected interest rates.
(4) Expense relates to the budgeted purchase of skate resistant flooring.

City of Rogers, Minnesota
Water Utility Fund Financial Report
For the Quarter Ended September, 2024

	Audited 2023	Approved Budget 2024	YTD September 2024	Variance	% Collected or Expended
Operating Revenues					
Charges for Services	$ 2,420,091	$ 2,165,500	$ 1,913,286	$ (252,214)	88.35% (1)
Miscellaneous	2,170	8,000	1,628	(6,372)	20.34% (2)
Total Operating Revenues	2,422,261	2,173,500	1,914,914	(258,587)	
Operating Expenses					
Personal Services	622,676	727,777	499,149	(228,628)	68.59%
Supplies	365,347	267,100	341,045	73,945	127.68% (3)
Other Services & Charges	564,154	574,500	378,201	(196,299)	65.83%
Depreciation	542,683	590,000	-	(590,000)	0.00% (4)
Total Expenditures	2,094,861	2,159,377	1,218,395	(940,982)	
Operating Income (Loss)	327,400	14,123	696,519	682,396	
Nonoperating Revenues (Expenses)					
Income on Investments	304,284	75,000	85,230	10,230	113.64% (5)
Interest Expense	(73,492)	(78,338)	(75,058)	3,280	95.81% (6)
Total Nonoperating Revenues (Expenses)	230,792	(3,338)	10,172	13,510	
Income (Loss) Before Contributions and Transfers	558,193	10,785	706,691	695,906	
Contributions from Developers	-	2,252,328	-	(2,252,328)	0.00% (4)
Contributions from Other Funds	32,358	-	-	-	N/A
Sale of Fixed Assets	5,194	-	-	-	N/A
Transfers In	207,313	132,893	10,196	(122,697)	7.67% (7)
Change in Net Position	$ 803,056	$ 2,396,006	$ 716,887	$ (1,679,119)	

As of September 30, revenues and expenditures are expected to be at 75% of budgeted amounts. Variances greater or less than 10% from expected amounts are detailed below:

(1) Charges for services is higher than budgeted due to a number of factors including increased water meter sales and basic charges resulting from new developments through the City, and a dryer than expected third quarter causing increased irrigation usage.
(2) Refunds and reimbursements are received periodically throughout the year. Few have been recorded as of September 30.
(3) Supplies are purchased sporadically and as needed throughout the year. Both water treatment chemicals and water meter purchases through quarter-end have exceeded the budgeted amounts for 2024, however.
(4) Capital related items are adjusted at year-end when capital asset activity is recorded for the audit.
(5) Interest income is allocated twice throughout the year based on average cash balances (in June and December). Variance from budget is largely due to conservative budgeting and higher than expected interest rates.
(6) Debt payments are not made evenly through the year. There's one interest payment left in 2024, which will be made in December.
(7) Operating transfers are budgeted for debt payments on the 2012 Ground Storage Bonds. Payments for this bond are made in June and December.

City of Rogers, Minnesota
Sewer Utility Fund Financial Report
For the Quarter Ended September, 2024

	Audited 2023	Approved Budget 2024	YTD September 2024	Variance	% Collected or Expended
Operating Revenues					
Charges for Services	$ 2,102,375	$ 2,380,500	$ 2,222,388	$ (158,112)	93.36% (1)
Miscellaneous	287	2,000	7	(1,993)	0.34% (2)
Total Operating Revenues	2,102,662	2,382,500	2,222,394	(160,106)	
Operating Expenses					
Personal Services	610,785	677,785	458,853	(218,932)	67.70%
Supplies	19,648	35,500	7,537	(27,963)	21.23% (3)
Other Services & Charges	1,242,172	1,573,234	1,281,128	(292,106)	81.43%
Depreciation	397,955	391,500	-	(391,500)	0.00% (4)
Total Expenditures	2,270,560	2,678,019	1,747,519	(930,500)	
Operating Income (Loss)	(167,898)	(295,519)	474,875	770,394	
Nonoperating Revenues (Expenses)					
Income on Investments	111,519	30,000	31,928	1,928	106.43% (5)
Interest Expense	-	-	-	-	N/A
Total Nonoperating Revenues (Expenses)	111,519	30,000	31,928	1,928	
Income (Loss) Before Contributions and Transfers	(56,379)	(265,519)	506,803	772,322	
Contributions from Developers	559,617	3,459,000	-	(3,459,000)	0.00% (4)
Contributions from Other Funds	3,554,999	-	-	-	N/A
Sale of Fixed Assets	5,194	-	-	-	N/A
Change in Net Position	$ 4,063,430	$ 3,193,481	$ 506,803	$ (2,686,678)	

As of September 30, revenues and expenditures are expected to be at 75% of budgeted amounts. Variances greater or less than 10% from expected amounts are detailed below:

(1) Charges for services varies with the number of homes receiving City services. Variance is due to new home growth throughout the City as well as greater than budgeted commercial usage through the quarter-end.
(2) Refunds and reimbursements are received periodically throughout the year. Few have been recorded as of September 30.
(3) Supplies are purchased sporadically throughout the year, as needed. Variance from budget is due to fewer expenses than budgeted for tools and equipment, mechanic equipment parts and other maintenance supplies. Additionally, fuel is allocated at year-end.
(4) Capital related items are adjusted at year-end when capital asset activity is recorded for the audit.
(5) Interest income is allocated twice throughout the year based on average cash balances (in June and December). Variance from budget is largely due to conservative budgeting and higher than expected interest rates.

City of Rogers, Minnesota
Storm Sewer Utility Fund Financial Report
For the Quarter Ended September, 2024

	Audited 2023	Approved Budget 2024	YTD September 2024	Variance	% Collected or Expended
Operating Revenues					
Charges for Services	$ 714,199	$ 738,000	$ 566,540	$ (171,460)	76.77%
Miscellaneous	22,932	5,000	9,220	4,220	184.40% (1)
Total Operating Revenues	737,130	743,000	575,760	(167,240)	
Operating Expenses					
Personal Services	330,024	246,488	174,839	(71,650)	70.93%
Supplies	18,625	15,600	5,204	(10,396)	33.36% (2)
Other Services & Charges	175,842	172,500	144,530	(27,970)	83.79%
Depreciation	282,279	276,000	-	(276,000)	0.00% (3)
Total Expenditures	806,769	710,588	324,572	(386,016)	
Operating Income (Loss)	(69,639)	32,412	251,188	218,776	
Nonoperating Revenues (Expenses)					
Income on Investments	131,744	40,000	36,543	(3,457)	91.36% (4)
Total Nonoperating Revenues (Expenses)	131,744	40,000	36,543	(3,457)	
Income (Loss) Before Contributions and Transfers	62,105	72,412	287,731	215,319	
Contributions from Developers	-	3,442,000	-	(3,442,000)	0.00% (3)
Change in Net Position	$ 62,105	$ 3,514,412	$ 287,731	$ (3,226,681)	

As of September 30, revenues and expenditures are expected to be at 75% of budgeted amounts. Variances greater or less than 10% from expected amounts are detailed below:

(1) Refunds and reimbursements are received periodically throughout the year. Current amounts relate to reimbursements for escrow related activity.
(2) Supplies are purchased sporadically throughout the year, as needed. Variance from budget is due to fewer expenses than budgeted for tools and equipment, mechanic equipment parts and other operational supplies. Additionally, fuel is allocated at year-end.
(3) Capital related items are adjusted at year-end when capital asset activity is recorded for the audit.
(4) Interest income is allocated twice throughout the year based on average cash balances (in June and December). Variance from budget is largely due to conservative budgeting and higher than expected interest rates.

City of Rogers, Minnesota
Liquor Fund Financial Report
For the Quarter Ended September, 2024

	Audited 2023	Approved Budget 2024	YTD September 2024	Variance	% Collected or Expended
Rogers Wines and Spirits (RWAS)					
Operating Revenues					
Sales	$ 4,178,101	$ 4,275,900	$ 3,049,005	$ (1,226,895)	71.31%
Cost of Sales	(2,990,306)	(3,105,400)	(2,137,383)	968,017	68.83%
Gross Profit	1,187,795	1,170,500	911,622	(258,878)	
Operating Expenses					
Personal Services	650,422	615,371	510,464	(104,907)	82.95%
Supplies	21,284	15,600	6,916	(8,684)	44.33% (1)
Other Services & Charges	203,124	181,700	199,790	18,090	109.96% (2)
Depreciation	24,072	22,500	-	(22,500)	0.00% (3)
Total Expenditures	898,902	835,171	717,170	(118,001)	
Operating Income (Loss) - RWAS	288,893	335,329	194,453	(140,876)	
Municipal Bar (Muni)					
Operating Revenues					
Sales	501,598	445,000	374,484	(70,517)	84.15%
Cost of Sales	(148,150)	(122,100)	(112,485)	9,615	92.13% (4)
Gross Profit	353,448	322,900	261,999	(60,901)	
Operating Expenses					
Personal Services	259,531	283,576	238,389	(45,187)	84.07%
Supplies	14,539	11,800	9,429	(2,371)	79.91%
Other Services & Charges	115,631	99,075	76,214	(22,861)	76.93%
Depreciation	6,805	8,800	-	(8,800)	0.00% (3)
Total Expenditures	396,507	403,251	324,031	(79,220)	
Operating Income (Loss) - Muni	(43,059)	(80,351)	(62,033)	18,318	
Nonoperating Revenues (Expenses)					
Income on Investments	16,155	30,000	61,702	31,702	205.67% (5)
Gain (loss) on Sale	-	-	-	-	N/A
Other Income	15,339	7,300	11,794	4,494	161.56% (6)
Total Nonoperating Revenues (Expenses)	31,494	37,300	73,495	36,195	
Income (Loss) Before Contributions and Transfers	277,329	292,278	205,915	(86,363)	
Transfers Out	(244,200)	(244,200)	(12,800)	231,400	5.24% (7)
Change in Net Position	$ 33,129	$ 48,078	$ 193,115	$ 145,037	

As of September 30, revenues and expenditures are expected to be at 75% of budgeted amounts. Variances greater or less than 10% from expected amounts are detailed below:

(1) Supplies for RWAS are purchased sporadically throughout the year, as needed. Variance from budget is due to fewer expenses than budgeted for office, computer, building and other operational supplies.
(2) Other services and charges for RWAS is tracking higher than budgeted. The primary driver is due to building repairs and maintenance, which is over budget. The is due to the unbudgeted replacement of the walk in cooler during the third quarter.
(3) Depreciation is adjusted at year-end when capital asset activity is recorded for the audit.
(4) Cost of sales at the MUNI are currently at about 92% of budget due to higher than expected product costs, and is tracking with higher than anticipated sales.
(5) The Liquor Fund has its own checking account. Interest earned is only on that account and pays interest on the interfund loan balance with the General Fund. Interest rates remain higher than expected.
(6) ATM commissions and Event Center staff time reimbursements are greater than expected as of September 30.
(7) Operating transfer to the General Fund made at year-end. Pull tab transfers are made monthly.

STAFF REPORT **Meeting Date**: October 22, 2024

ROGERS CITY COUNCIL **Agenda Item**: 9.1

Subject: Adjourn To Closed Session to Discuss Potential Purchase of Real Property Pursuant to Minnesota Statute 13D.05, Subdivision 3(c), a Portion of PID 36-120-23-34-0002 - Stieg Woods

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

Overview / Background / Analysis

Staff Recommendation

Return to City Council Meeting and Motion to Approve Purchase Agreement for Acquisition of a Portion of PID 36-120-23-34-0002 (Address Unassigned) - Stieg Woods

Financial Impact: **Source Fund**: LSOHC Grant, 402,603,404

Budgeted? Yes

Supporting Documentation

A. Stieg Woods Purchase Agreement Fully Executed

VACANT LAND PURCHASE AGREEMENT

THIS VACANT LAND PURCHASE AGREEMENT ("**Agreement**") is made and entered into as of this ___ day of _____, 2024 (the "**Effective Date**"), by and between Dennis Milton Stieg and Janice Mildred Stieg, as Trustees of the Janice Mildred Stieg Revocable Trust U/A dated 12/10/1997 (an undivided 5/12 interest; Dennis Milton Stieg and Janice Mildred Stieg, as Trustees of the Dennis Milton Stieg Revocable Trust U/A dated 12/10/1997 (an undivided 5/12 interest); and Sharon Anderson and Darwyn J. Anderson) (an undivided 2/12 interest) (the "**Sellers**"), and the City of Rogers, Minnesota, a municipal corporation, or its assigns (the "**Buyer**").

RECITALS:

A. Sellers are the owners of the approximately 59.71 acres of land described in **Exhibit A** attached hereto (the "**Property**") located at 19320 Stieg Road, Rogers, Minnesota.

B. Buyer desires to purchase a portion of the subdivided **Property** for the public purposes including open space, right-of-way, parkland, and ponding, wetland, and stormwater management and as described in **Exhibit B** attached hereto ("**Subject Property**").

AGREEMENT:

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

1. Property To Be Purchased. Sellers hereby agrees to sell to Buyer, and Buyer hereby agrees to purchase from Sellers, the Subject Property, upon the terms and conditions set forth in this Agreement.

2. Purchase Price. The total purchase price for the Subject Property the "**Purchase Price**") shall equal the One Million, Three Hundred Seventy, Nine Hundred and Eighty-eight and No/100 Dollars ($1,370,988.00), subject to adjustments for donations as provided below:

Parcel	**Appraised Value**	**Sellers' Donation**	**Final Value**
Outlot A	$75,600.00	($50,400.00)	$25,200.00
Outlot B (LSOSHC)	$1,115,000.00	($112,512.00)	$1,002,488.00
Outlot D	$104,000.00		$104,000.00
Outlot E	$140,800.00		$140,800.00
Outlot F	$98,500.00		$98,500.00
Total	**$1,533,900.00**	**($162,912.00)**	**$1,370,988.00**

The Purchase Price shall be prorated as follows:

10/12 in the name of Dennis Milton Stieg and Janice Mildred Stieg, as Trustees of the Dennis Milton Stieg Revocable and Janice Mildred Stieg Revocable Trusts ($1,142,490.00)

and

2/12 in the name of Sharon Anderson and Darwyn J. Anderson ($228,498.00)

The Purchase Price shall be payable by wire transfer, certified or cashier's check at the Closing (as hereinafter defined) conducted by Commercial Partners Title ("**Title Company**"), subject to prorations and adjustments set forth in this Agreement. The parties agree that this Agreement shall operate as joint written escrow instructions to Title Company, as escrow agent.

3. Title Examination. As soon as reasonably practicable following the Effective Date, Sellers will cause the delivery of a commitment for an ALTA owner's policy of title insurance (the "**Title Commitment**") for the Property prepared by Title Company, together with legible copies of all documents referred to in the Title Commitment.

(a) Objection Period. Within fourteen (14) days of Buyer's receipt of the Title Commitment, Buyer shall give Sellers written notice of any specific title matters that are unacceptable to Buyer, if any (the "**Title Objections**"). Absent submission of Title Objections, all title matters shall be deemed to be acceptable to Buyer; provided, however, that any monetary liens, encumbrances or other instruments affecting title to the Property which may be satisfied by the payment of money shall be removed prior to Closing.

(b) Sellers' Response Notice. If Buyer notifies Sellers of Title Objections, Sellers shall, within fourteen (14) days following receipt, deliver written notice to Buyer of the actions Sellers will take, if any, to correct said Title Objections. Sellers shall then have until Closing to cure or correct those Title Objections for which Sellers has elected to cure or correct, if any.

(c) Buyer's Remedies. If Sellers fails to clear, cure, or resolve such Title Objections prior to Closing, Buyer may either: (i) terminate this Agreement, or (ii) waive such Title Objections and take title to the Property subject to such Title Objections.

4. Property Information; Inspections; Covenants of Cooperation.

(a) Property Information. On or before the Effective Date, Sellers shall deliver to Buyer, at no cost to Buyer, complete copies of any contracts, leases, licenses or other agreements pertaining to the Property, and any engineering studies, analysis, soil test

borings, geotechnical reports, environmental studies, wetland delineations, if any, to the extent that Sellers has the same (collectively, "**Property Information**").

(b) Inspections. At any time after the Effective Date, Buyer and its employees, agents, contractors, or designees shall have the right to enter upon the Property from time to time for the purpose of investigating and inspecting the Property, performing inquiries and testing upon the Property, and determining the suitability of the Property, including without limitation, inspecting, surveying, engineering, test boring, wetland delineating, performance of environmental tests, and other feasibility studies and analyses (collectively the "**Inspections**"). Buyer shall indemnify, protect, defend and hold harmless Sellers from and against any liabilities, damages, claims, costs, injury or death to persons or property arising from Buyer's entry onto or activities upon the Property hereunder, except to the extent such liabilities or damages arise from the negligence or willful misconduct of Sellers; provided, however, that Buyer's indemnification and hold harmless obligations shall not apply to any liabilities, damages, claims, costs, injury or death to persons or property arising out of or in any way related to any hazardous substances, hazardous materials, pollutants, contaminants, toxic substances or contaminated soil or groundwater discovered during the Inspections.

(c) Inspection Period. Buyer's obligation to close on the purchase of the Subject Property and under this Agreement is contingent upon: (a) Buyer's approval of the suitability of the Property for Buyer's desired use of the Property; (b) Buyer's approval the physical and environmental condition of the Property; and (c) completion of such subdivision approvals as may be necessary to effectuate the transactions contemplated by this Agreement. These contingencies are for the sole benefit and in the sole discretion of Buyer and may be waived, in writing, by Buyer. In the event that any of these contingencies are not satisfied or waived by Buyer prior to Closing, Buyer shall have the right to terminate this Agreement upon written notice to Sellers.

5. Subdivision Approval.

(a) Subdivision Approval. Sellers shall coordinate and obtain all subdivision approvals from the City of Rogers (the "**City**"), and any other governmental entities with jurisdiction over the Property as are necessary, so that the Subject Property may be conveyed to Buyer as a lot and tax parcel on the Closing Date in conformance with the depiction set forth at **Exhibit A** attached hereto. Buyer agrees to reasonably cooperate with Sellers to obtain such approvals. The required subdivision may be in the form of a lot split or minor subdivision approval from the City or a plat or re-plat of the Property.

6. Representations of Sellers. Sellers hereby represents and warrants to Buyer, and Sellers acknowledges that Buyer may rely on, the following:

(a) Sellers has good and marketable title in fee simple to the Property and Sellers has the right to convey the Subject Property pursuant to this Agreement. Upon Sellers's

receipt of the Purchase Price at Closing, the Property will be free and clear of all liens, security interests, encumbrances, easements, leases, mortgages, mechanics liens or other restrictions, except the Permitted Exceptions.

(b) Sellers is not a "foreign person," "foreign partnership," "foreign trust," or "foreign state," as those terms are defined in Section 1445 of the Internal Revenue Code.

(c) To the best of Sellers's knowledge, there are no pending or threatened claims, actions, suits, or other proceedings involving the Property.

(d) To the best of Sellers' knowledge and except as provided to Buyer as part of its Property Information, there are no unrecorded contracts, leases, easements, licenses, or other agreements or interests relating to the Property.

(e) The Property is accessible from one or more existing public roads.

(f) To Sellers' actual knowledge, methamphetamine production has not occurred at the Property.

(g) Except as otherwise disclosed in the Property Information, Sellers does not know of any "Wells" on the Property within the meaning of Minn. Stat. § 103I, and there are no other "Individual Sewage Treatment Systems" on the Property within the meaning of Minn. Stat. § 115.55.

(h) Sellers has no actual knowledge of any release or disposal of any toxic or hazardous substances, pollutants or other contaminants within the Property, as such terms are defined under applicable state and federal laws.

7. Representations of Buyer. Buyer hereby represents and warrants to Sellers that Buyer is a municipal corporation duly organized, existing and in good standing under the laws of the State of Minnesota and qualified and duly authorized by all requisite action of Buyer to complete the transaction(s) contemplated by this Agreement.

8. Closing, Possession. Closing of the purchase and sale shall take place within thirty (30) days following Buyer's receipt of subdivision approval (the "**Closing Date**"); provided, however, the Closing Date shall occur no later than _____, 2024 unless otherwise agreed in writing. The Closing shall take place at the Title Company, or as mutually agreed, by electronic communications, including electronic mail, portable document format, or facsimile. Possession shall be delivered on the Closing Date.

9. Sellers' Obligations at Closing. At or prior to the Closing Date, Sellers shall:

(a) Deliver to Buyer a duly recordable Warranty Deeds (the "**Deeds**") to the Subject Property, executed by Sellers, conveying marketable fee simple title.

(b) Deliver to Buyer an Affidavit by Sellers indicating that on the Closing Date the representations of Sellers pursuant to Section above remain true and completely accurate.

(c) Deliver to Buyer such other documents as may be reasonably required to consummate the Closing, all in a form reasonably satisfactory to Buyer and the Title Company.

10. Buyer's Obligations at Closing. Subject to the terms, conditions, and provisions hereof and the performance by Sellers of its obligations as set forth herein, Buyer shall, at or prior to the Closing Date, deliver the Purchase Price, together with such duly executed documents (including counterpart signature pages to the documents to be signed by Sellers, as applicable) as may be reasonably required to consummate the Closing, all in a form reasonably satisfactory to Sellers and the Title Company.

11. Taxes; Closing Costs.

(a) Taxes. Real estate taxes and installments of special assessments, if any, due and payable in the year of Closing shall be paid by Sellers as a condition of receipt of subdivision approvals. Sellers shall additionally pay or cause to be paid on or before Closing all special assessments levied or deferred prior to the Closing Date, if any.

(b) Closing Costs. The parties agree to the allocation of closing costs as set forth in the table below. Any other closing fees and costs not covered in the below table shall be allocated between the parties in accordance with the customary practice for vacant land transactions in Hennepin County, Minnesota. Each party shall be responsible for its own legal fees incurred in connection with the subject transaction.

Buyer	**Closing Cost**	**Sellers**
X	Owner's Policy Premium and Endorsements	
X	Search and Examination and Title Commitment Fee of Title Company	
X	Closing Fee of Title Company	
	State Deed Tax	X
X	Cost to Prepare and Record the Deed	
	Cost to Record Satisfactions of Liens (as applicable)	X
X	Third-Party Inspection Fees	
X	Fees Related to Subdivision Approval	

12. Brokerage. Sellers and Buyer represent and warrant to each other that they have not engaged the services of any broker in connection with the sale and purchase contemplated by this Agreement.

13. Sellers Default. If Sellers defaults under this Agreement and fails to cure such default within ten (10) days of receipt of a written notice of such default, then Buyer may terminate this Agreement by giving written notice of such termination to Sellers and the Title Company.

14. Buyer Default. If Buyer defaults under this Agreement and fails to cure such default within ten (10) days of receipt of written notice of such default, then Sellers may terminate this Agreement by giving written notice of such termination as provided by Minn. Stat. § 559.21.

15. Miscellaneous. The following general provisions govern this Agreement.

(a) No Waivers. The waiver by either party hereto of any condition or the breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or of any other term, covenant or condition herein contained. Buyer, in its sole discretion may waive any right conferred upon Buyer by this Agreement; provided that such waiver shall only be made by Buyer giving Sellers written notice specifically describing the right waived.

(b) Time of Essence. Time is of the essence of this Agreement.

(c) Further Assurances. Sellers and Buyer shall, in good faith, take such further acts and execute and deliver such further documents and assurances as are reasonably required to give full effect and meaning to this Agreement.

(d) No Joint Venture. This Agreement shall not be deemed under any circumstances to create any joint venture between Buyer and Sellers or to render Buyer and Sellers joint venturers or partners.

(e) No Third-Party Beneficiaries. This Agreement, and each provision thereof, is intended solely for the mutual benefit of Sellers and Buyer and their respective successors and assigns, and is not intended for the benefit of any third party. No third party has or shall acquire any rights under this Agreement and no third party shall be entitled to rely upon or enforce this Agreement.

(f) Survival. All representations, warranties and agreement of the parties set forth herein shall merge with the Deed at Closing unless otherwise explicitly stated to the contrary in this Agreement.

(g) Governing Law. This Agreement is made and executed under and in all respects to be governed and construed by the laws of the State of Minnesota and the parties hereto hereby agree and consent and submit themselves to any court of competent jurisdiction situated in Minnesota.

(h) Notices. All notices and demands given or required to be given by any party hereto to any other party shall be deemed to have been properly given if and when delivered in person, or by reputable overnight courier, sent by facsimile (with verification of receipt), sent by electronic mail (with a courtesy copy sent by mail as follows), or three (3) business days after having been deposited in any U.S. Postal Service and sent by registered or certified mail, postage prepaid, addressed as follows (or sent to such other address as any party shall specify to the other party pursuant to the provisions of this Section):

If to Sellers: Dennis Milton Stieg and Janice Mildred Stieg
19320 Stieg Road
Rogers, MN 55374

Copy to: _____
_____
_____

If to Buyer: City of Rogers
Attn: Steve Stahmer
22350 S. Diamond Lake Rd
Rogers, MN 55374
Email: sstahmer@rogersmn.gov

Copy to: Robert Vose
Kennedy & Graven, Chartered
Fifth Street Towers
150 South 5th Street, Suite 700
Minneapolis, MN 55402-1299
Email: rvose@kennedygraven.com

In the event either party delivers a notice by electronic mail, as set forth above, such party agrees to deposit the original of the notice in a post office, branch post office, or mail depository maintained by the U.S. Postal Service, postage prepaid and addressed as set forth above. Such deposit in the U.S. Mail shall not affect the deemed delivery of the notice by e-mail, provided that the procedures set forth above are fully complied with. Any party, by notice given as aforesaid, may change the address to which subsequent notices are to be sent to such party.

(i) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of each of the parties hereto. Buyer may not

assign this Agreement without the written consent of Sellers, which may be withheld in Sellers' sole discretion.

(j) Severability. If for any reason any term or provision of this Agreement shall be declared void and unenforceable by any court of law or equity it shall only affect such particular term or provision of this Agreement and the balance of this Agreement shall remain in full force and effect and shall be binding upon the parties hereto.

(k) Complete Agreement. All understandings and agreements heretofore had between the parties are merged into this Agreement which alone fully and completely expresses their agreement. This Agreement may be changed only in writing signed by both of the parties hereto and shall apply to and bind the successors and assigns of each of the parties hereto.

(l) Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which shall be considered an original, and all of which, taken together, shall be construed as one document. Any signature pages of this Agreement transmitted by facsimile or by electronic mail in portable document format will have the same legal effect as an original executed signature page.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

SELLERS:

Dennis Milton Stieg and Janice Mildred Stieg
Sharon Anderson and Darwyn J. Anderson

By: _____
Dennis Milton Stieg

By: _____
Janice Mildred Stieg

By: _____
Sharon Anderson

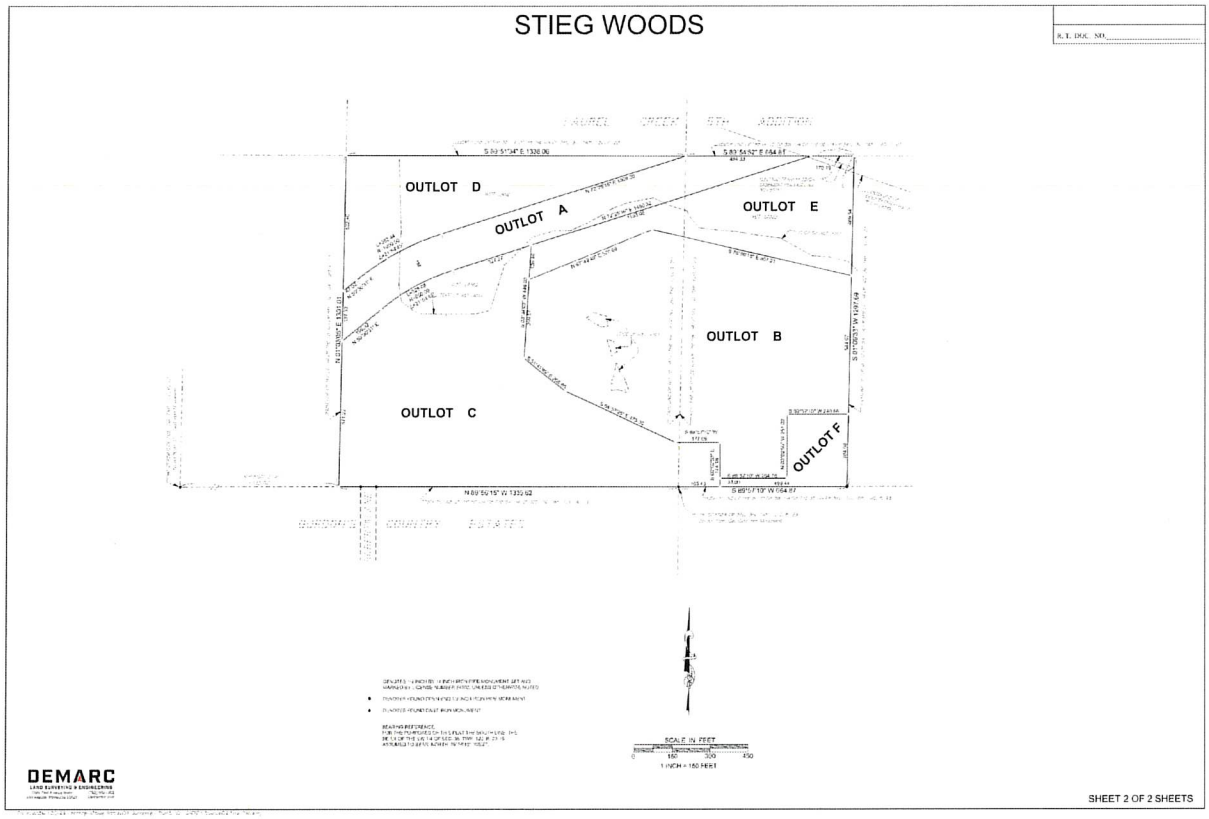
By: _____
Darwyn J. Anderson

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

PID No: 36-120-23-34-0002

Parcel A:
The West Half of the Southwest Quarter of the Southeast Quarter of Section 36, Township 120, Range 23, Hennepin County, Minnesota.

Parcel B:
The Southeast Quarter of the Southwest Quarter of Section 36, Township 120, Range 23, Hennepin County,
Minnesota.

EXHIBIT B
LEGAL DESCRIPTION OF SUBJECT PROPERTY

Outlots A, B, D, E and F, Stieg Woods, Hennepin County