



AGENDA

Rogers City Council

November 26, 2024 - 7:00 PM

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

2. OPEN FORUM

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

3. PRESENTATIONS

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 November 12, 2024 Workshop Minutes and the November 12, 2024 City Council Meeting Minutes

5.2 Approval of Bills and Claims

5.3 Approval of Resolution 2024-109 Approving the Proposed Preliminary Plat, Final Plat, and Site Plan for the Veit Headquarters Expansion at 14000 Veit Place

5.4 Approve Professional Services Agreement with Braun Intertec for Geotechnical Services for Future Police Department and City Hall, City Project No. 2202

- 5.5 Approve Acquisition of Easements for Fletcher Bypass, City Project No. 1409
- 5.6 Approval of the 3rd Amendment to the Purchase Agreement with NAI Legacy for the Sale of City-Owned Property at Church Avenue and County Rd 81
- 5.7 Approve Resolution 2024-122, Authorizing a Letter of Credit Reduction for Harvest View 2nd Addition
- 5.8 Approval of Position Description and Authorization to Advertise for Assistant Fire Chief of Training/Safety
- 5.9 Approve Payment No. 1 and Final, Public Works Salt Shed Replacement, City Project No. 2407
- 5.10 Approve Contract for 2025 Embedded Systems Siren Maintenance Contract

6. PUBLIC HEARINGS

- 6.1 Public Hearing to Consider Adopting the Following Ordinances:

- Ordinance No. 2024-12, An Ordinance Adopting the 2025 Master Fee Schedule for the City of Rogers
- Ordinance No. 2024-13, An Ordinance Establishing Utility Rates for Sanitary Sewer, Water, and Storm Water within the City of Rogers
- Resolution No. 2024-118, A Resolution Authorizing Summary Publication of Ordinance No. 2024-12
- Resolution No. 2024-119, A Resolution Authorizing Summary Publication of Ordinance No. 2024-13

- 6.2 Consideration of a Request to Vacate Certain Easements and Right-of-Way at 14000 Veit Place
- 6.3 Adopt Ordinance 2024-11, Xcel Energy Electric Franchise Ordinance and Summary Ordinance 2024-11

7. GENERAL BUSINESS

- 7.1 Consideration of Ordinances 2024-06 and 2024-07 Related to Cannabis Businesses and Resolution 2024-117 Authorizing the Summary Publication of the Ordinances
- 7.2 Consideration of the 1st Amendment to the Purchase Agreement with Jacob Ventures, LLC (dba Ray Js American Grill)
- 7.3 Review and Provide Comments for Residential Development Concept Plan by Benzinger Homes at 23415 Wood Lane - Wood Lane Villas

7.4 Consider Ordinances 2024-08, 2024-09, and 2024-10 Related to Shoreland Management Regulations and Resolution 2024-121 Authorizing the Summary Publication of the Ordinances

8. CORRESPONDENCE AND REPORTS

9. ADJOURN TO CLOSED SESSION

9.1 Adjourn to Closed Session to Discuss Union Labor Negotiations. Reconvene to Open Meeting.

10. ADJOURN



STAFF REPORT

Meeting Date: November 26, 2024

ROGERS CITY COUNCIL

Agenda Item: 5.1

Subject: Approval of November 12, 2024 Workshop Minutes and the November 12, 2024 City Council Meeting Minutes

Prepared By:

Overview / Background / Analysis

Staff Recommendation

Motion to approve the November 12, 2024 workshop minutes and the November 12, 2024 City Council meeting minutes.

Financial Impact:

Source Fund:

Budgeted?

Supporting Documentation

- A. 11122024workshop
- B. 11122024min

1. Call to Order. The Workshop of the Rogers City Council was called to order by Mayor Ihli on Tuesday, November 12, 2024 at 5:00 p.m. at 21201 Memorial Drive, Rogers, Minnesota.

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

Council excused: None.

Administrator Stahmer introduced the workshop agenda, stating that at the end of this meeting, staff will be looking for direction from Council to prepare the final levy for the December 10th Council meeting.

2. Review Special Revenue Fund Budgets

Finance Director Bruska provided an overview of the following Special Revenue Funds, with actual revenues for 2022 and 2023, and budgeted amounts for 2024 and 2025 detailed in the workshop packet:

a. Economic Development Authority

- \$150,000 levied toward Economic Development activities, including the Community Development Specialist and general budgeted services
- Largest expenditure is related to the Fredrick Apartments, due to a tax abatement. This is a pass-through expense
- Programs and initiatives, formerly called Façade Improvement Grant
- Fund balance reserve; levied as an EDA levy to build up the fund balance

b. Rogers Activity Center

- 2025 budget does not contemplate a second sheet of ice – only reflects status quo operations
- Levy is \$475,000 to this fund to cover debt and operations
- Given all revenue and expenses, the fund balance operations would result in an increase of approximately \$30,000
- Capital expenditures for 2025 include HVAC items and small equipment; totaling approximately \$166,000

c. Multi-Purpose Turf Facility

- New budget in 2025; based on best estimate of the quarter of a year's operations
- Would not be a levy-supported budget, showing approximately \$30,000 to the positive increase in fund balance
- Staff programmed at this point are a full-time Operations Supervisor and full-time Admin Assistant, and some part-time workers. The plan would be to have multiple duties across facilities to increase efficiencies.

Councilor Enga inquired about the current number of RAC employees, and Parks and Recreation Director Bauer replied there are a couple of shared positions, including his own; a position shared with Parks, a full-time Assistant Manager, and some part-time staff for opening/closing and concessions. Councilor Klick asked Bauer if the Turf Facility rates have been determined, and Bauer stated that he has conducted a market study of rates around the metro, and has come up with a few different rate structures. The seasons will align with the ice season, with full and half-turf rates. Klick asked if there will be a charge for walking on the track, and Bauer stated that has never been presented, and it would be a decision made by Council.

3. Review Capital Improvement and Equipment Plans

Public Works Director/City Engineer Cote shared a presentation summarizing all changes to the plans, and the reasons for those changes.

- Project added for 2025 CIP: Public Works building, \$200,000: floor drains are failing and need replacement; HVAC is due for replacement, and to save energy costs, a conversion to LED lighting is being considered for the shop, and programs through Xcel Energy can be explored

Councilor Eiden asked if the HVAC and floor drains are not already accounted for in the fund, and Cote stated that funds are available for the HVAC, but not the floor drains.

- South Diamond Lake Road and Hassan Parkway overlays; were set to be completed this year, however needed review by three organizations (State, State Aid and Hennepin County), the timing did not work.
- Streets in the area of NW Hassan Township are in rough shape, and this project was planned for 2027. Moved up to 2025/2026.
- RAC Expansion
- Minor flooding concerns being addressed within park project and Weber Farm area
- Lift Station number three in 2025
- NW Hassan Township streets moved up to 2026
- Paul's Drive converting from gravel to paved
- Reduced size of Safe Routes to School trail
- Lift Station Eleven is in the 2026 CIP
- 2027: updated costs for new PD/City Hall Campus
- Kelly Lake Park improvements moved from 2025 to 2027 and increased costs
- Lift Station Fourteen in 2027 CIP
- Moved remainder of Fox Creek from 2025 to 2028
- Added additional streets in Mystic Ridge and Lyndhaven Meadows
- Trails in 2024 CIP moved to 2028 to coincide with Crow River and Rush Creek Regional Trails
- Improvements to Henry's Woods; \$350,000
- Lift Station Nine pushed back as other Lift Stations are in worse condition

Councilor Eiden inquired on the improvements at Henry's Woods. Parks and Recreation Director Bauer explained this would include repairs to the barn, possible restrooms, and trailhead improvements to eventually line up with the Diamond Lake Regional Trail.

Mayor Ihli asked how much is left from the Pavement Management Plan after this year's work. Bruska stated that after 2024, \$2.5 million is projected to be in the account, however with significant projects coming up in the plan, Council would need to consider increasing franchise fees. Councilor Jullie asked if the franchise fees run indefinitely. Stahmer replied that there is no sunset on it, however fees are reviewed every five years to determine if the amounts are meeting needs. Bruska reminded Council that all projects on the Capital Plans will come back for approval.

- 2029: Fire Station #1 expansion and bunk rooms
- Edgewater/Brockton Meadows Pavement Management Program
- Township area street projects
- Converting Valley Drive from gravel to paved
- Small gravel section of Fletcher Lane; extending of utilities and paving roadway

- Trail connection from Aster Mill to South Community Park and Rogers Elementary School (highly requested)
- Lift Station Four: moved from 2026 to 2029

Cote noted that changes on the CIP have a cascading effect for fiscal constraint. Jullie asked if the amounts are in current dollars, and Cote replied that they are projected future amounts.

Capital Equipment plan changes include:

- Name changes to vehicles: Assistant Chief changed to Deputy Chief, Detective Squad changed to staff vehicle vs. pursuit vehicle; same with new admin vehicle
- New squad car
- K9 Kennel and Police records management system (both delayed from 2025)
- Utilities pickup moved up to 2025
- Floor scrubber for Public Works

Councilor Eiden asked what a Police Admin vehicle is used for. Chief of Police Wills replied that none of the Records staff or Executive Assistant have a vehicle to use for picking up supplies or day-to-day errands. This would be used instead of personal vehicles with mileage charges. There would be about eight staff who would use this vehicle. Using personal vehicles adds to liability with insurance. This vehicle would also be used as a back-up vehicle for training. Eiden stated that with the number of units the City goes through; it seems we would have a spare for limited use. Wills stated this would likely be an eight to ten-year cycle vehicle. Eiden noted that this can be talked about next year.

- Squad moved from 2027 to 2026
- Utilities pickup moved from 2028 to 2026 due to condition and mileage
- Replacing portable generators; only one lift station and one well are on generation
- Parks pickup replacement moved from 2028 to 2026
- Sidewalk machine added for 2026 as a replacement
- Automatic field line sprayer added for 2026 – manual line striper will go full time to RAC
- Asphalt hot box replacement 2026
- 2027 replacement of second portable generator
- Pickup replacement for Parks Supervisor moved from 2028 to 2027
- 2028 – reduced cost of SCBA equipment replacement by \$110,000
- 2029 – new additions for last year of CIP: Aerial 11, squad replacements, park pickup replacement, landscape and sign truck replacements

4. Final Levy Discussion

a. Property Tax Levy Summary

Since the Preliminary Levy, there have been no changes, however values have fluctuated to a new estimated City tax capacity of 38.7; the Preliminary Levy rate came in at 38.612 due to market values decreasing.

b. Tax Calculator & Property Examples

Bruska referenced examples of property taxes provided in this evening's budget materials, noting that the tax calculator is based on a median-valued home. Increases will vary widely based on valuation.

c. Budget Details

Bruska pointed to items Council has some control over, vs. those which cannot be adjusted. Tonight staff are looking for discussion and direction on setting the Final Levy.

Council discussed the requested positions:

- Building Inspector, Building Official, and .5 FTE: Ihli asked if the thought was still to bring all three in at one time. Stahmer stated that would be staff's recommendation, though this would not change recommendations for the 2025 budget and levy. The Inspector still needs to have a supplemental piece with the .5 FTE. Enga asked about vehicles for these employees, and Assistant Administrator Scharber stated that she anticipated two or three retired squad cars would be used for this purpose. Cote confirmed that intention. Enga inquired about seating, and Scharber noted that tonight's regular meeting includes cubicle installments to adjust for space limitations.
- Assistant Fire Chief and Inspector/Educator: Ihli inquired on the impact of bringing this position to the department, but delaying the Inspector/Educator until next year. Fire Chief Farrens stated that all hazmat fees would be removed as the inspections can't be completed by the Deputy Fire Marshal alone. Klick stated that she understands the back-up piece, but this seems like an added level of service. Knowing the importance of the Assistant Fire Chief, her recommendation would be to push the Inspector/Educator position. Farrens stated that numbers-wise, there hasn't been an increase from what was proposed since 2021; only under different position names.
- Mental Health Coordinator: Ihli stated that he feels this position is important, and Council agreed.

Jullie asked if the positions will address through some immediate needs and things will ease up going forward. Farrens stated that depending on call volumes and service levels, this would address the short and medium-term issues for his department. Enga asked Farrens if he feels this is a catch-up phase, and Farrens replied that they are, and his fear is compounding issues, especially with Standard Operating Procedure updates needed.

Enga asked what this looks like for next year and the following year in terms of the number of positions. Bruska stated that between RAC, Turf and Recreation, there are a lot of half-time positions, but looking at Levy-based positions, it would be approximately 5 per year. Enga stated that she is fine with keeping the positions this year, but she would want to look at the 5 per year going forward. Stahmer noted that when projecting for growth, all positions and facilities have been stretched out, and the Financial Management Plan attempts to keep pace.

Klick asked at what point we start seeing the impact and not increasing tax rate as much. She would be an advocate for slowing down a bit, knowing how much is ahead. Ihli added that he feels the Council has been good about keeping up with Department Head requests. Bruska noted that removing the Inspector/Educator position would change the tax rate from a 38.7% estimated to a 38.268%, approximately \$19.00 difference on a median-valued home.

Bruska proposed taking an unofficial vote. Eiden asked for additional information on the Inspector/Educator position. Farrens stated that the expected service level for the City has been annual inspections, and they just weren't. With that comes additional time, and will play into ISO rating. Deputy Fire Marshal Albers is also building pre-plans for Firefighters. The one thing he has tried to do is make these positions multiple-purpose people with dedicated functions, and the

ability to respond to calls. Klick stated she would opt to push the position; Ihli, Eiden, Jullie and Enga all stated they would leave all of the proposed positions in the budget.

Bruska invited input on any hesitations heading into the December 10th meeting, when the Final Levy is to be set. The proposed increase is 13.03%, with an estimated tax rate of 38.709%. A majority vote will be needed to pass, and Councilor Enga will not be able to attend the December 10th meeting.

Councilor Enga asked if there are any updates on organics recycling. Stahmer stated that the City is still in a holding pattern with County Commissioner; and after multiple requests for input, the City has not received a draft Ordinance. Stahmer shared that he has asked at what point it would go in front of a board or committee, and has not heard back. Enga asked when the City would need information by, and Stahmer replied that the goal was a January 1 start, but it's now beyond that point. He added that Assistant Administrator Scharber and Public Works Director/City Engineer Cote have worked closely with Republic Services on a contract, and Scharber estimates a drop-dead date of March 31 for a contract start date. Republic Services will need approximately two months to plan routes and deliver carts.

d. Budget Calendar

The Final Levy will be presented under General Business at the December 10th meeting.

5. Adjourn

Mayor Ihli adjourned the workshop at 6:19 p.m.

Respectfully Submitted,
Stacie Brown, City Clerk

1. Call to Order. The regular meeting of the City Council of the City of Rogers was called to order by Mayor Ihli on Tuesday, November 12, 2024, at 7:00 p.m. at Rogers Community Center, 21201 Memorial Drive, Rogers, MN, 55374 and online in the Zoom application.

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

2. Open Forum

No one came forward.

3. Presentations

3.1 Oath of Office for Police Officers

Chief of Police Wills introduced Officers Avery Fisher and Zachary Weigman, providing educational and professional backgrounds for each Officer. Mayor Ihli administered the Oath of Office to Police Officers Fischer and Weigman.

4. Approve Agenda

Set as submitted.

5. Consent Agenda

- 5.1 Approval of the October 22, 2024 Workshop Minutes and the October 22, 2024 City Council Meeting Minutes**
- 5.2 Approval of Bills and Claims**
- 5.3 Approve Resolution 2024-110; Approving Deferred Special Assessment Agreements and Revised Assessment Roll, Arthur Street Utility Extension, City Project No. 1714**
- 5.4 Approve Amendment to Professional Services Agreement with JLG Architects for Multipurpose Indoor Turf Facility, City Project No. 2201**
- 5.5 Approval of a Cooperative Agreement with Hennepin County Housing and Redevelopment Authority for the Continuation of Elevate Hennepin Services**
- 5.6 Approval of Resolution 2024-113; Approving Wetland Fill for Veit Gravel Mine Expansion**
- 5.7 Approval of Resolution 2024-115; A Resolution Canvassing the 2024 General Election**
- 5.8 Approval of Resolution 2024-112; Declaring Saturday, November 30, 2024 as Small Business Saturday in the City of Rogers**
- 5.9 Approval of Office Furniture for City Hall**
- 5.10 Approval of Resolution 2024-108; Approving a Site Plan Request by Ray J's American Grill for a Restaurant at Northdale Boulevard and County Road 144**

5.11 Approval of Resolution 2024-111; Approving a Site Plan Request for the Construction of a Building Addition to Discount Tire at 21721 Diamond Lake Road S.

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

6. Public Hearings

None.

7. General Business

7.1 Resolution 2024-114; A Resolution Awarding the Sale of General Obligation Sales Tax Revenue Bonds, Series 2024B, in the Original Aggregate Principal Amount of \$16,275,000; Fixing Their Form and Specifications, Directing Their Execution and Delivery, and Providing for Their Payment

Jason Aarsvold of Ehlers (Municipal Advisors for the City) presented a background on the pre-sale report presented to Council in preparation for this bond sale. These bonds are related to sales tax-funded projects, specifically the Turf Facility and South Community Park. Aarsvold noted that the City continues to hold a AA+ bond rating; the second-highest rating attainable. The report cited the City's strong financial management under the Council and staff.

Councilor Klick moved, Councilor Jullie seconded a motion approving Resolution 2024-114; awarding the sale of General Obligation sales tax revenue bonds, Series 2024B. Motion carried 5-0.

7.2 Application by Veit & Company, Inc. for Expansion of a Mining Operation for the Parcel with PID 16-120-23-32-0002

Community Development Director Angell provided details on the property, which is owned by KJ Veit Companies. He shared the regulatory history, including a previous Interim Use Permit (IUP) for Phase 1 of mining granted in 2023 (approximately 10 acres, and up to 20 years). An Environmental Assessment Worksheet (EAW) has been completed.

The proposed expansion would be designated in seven phases under the IUP request, with each phase using the existing access point onto County Road 144. There would be no allowance to use City roadways, only County roadways. There will be a berm around the perimeter, with full reclamation, within a 16 to 32-year period. Mined materials would only be used for the company's own purposes.

A Public Hearing was held at the October 7th Planning Commission meeting, followed by a neighborhood meeting on October 24th with members of the public, City officials, and representatives from Veit. Concerns were discussed at that meeting. Additional conditions have been added; with the Planning Commission changing the term of the IUP from 32 years to 16 years with up to four additional 5-year extensions.

Pete Williams, General Counsel of Veit came forward to address questions from Council. Councilor Eiden inquired about the height of the berm. Williams stated this was a concession by Veit; which is not necessary, and is designed to maximize safety and minimize dust. Williams explained that the berm can't be too high, as it creates a slope problem for erosion and visibility of traffic. Eiden noted that the neighborhood request was a 20' berm, and asked what the height will be. Williams provided information indicating that based on calculations, the berm will be approximately 26'. Eiden asked about vegetation, and Angell indicated that the Planning Commission did not believe there was a need to add additional landscaping, as trees would need to be removed, and the berm will move from phase to phase.

Eiden asked about dust and air quality; noting the plan for watering daily/during the day as needed, which matches the request. Councilor Jullie asked for clarification on dust management, and Williams provided details as outlined in the packet, specifically watering as activity warrants. Eiden asked about air quality monitoring, and ability to identify the source of any issues. Williams noted these environmental concerns are handled via the EAW process, and the potential has been fully vetted through that process.

Councilor Klick asked if there is a publicly available place to access reporting information. Angell stated that any reports are public information, available through the City at any time. Eiden noted that there was an ask to cap truck trips, but no number has been stated. Williams stated that putting an average on truck trips would be theoretical, as it will ebb and flow with business, and will be based on need. Eiden inquired on operating hours, and Angell stated that the hours would be 7:00 a.m.-7:00 p.m. Monday-Friday, and 7:00 a.m.-3:00 p.m. on Saturdays for phases 1-5. For phases 6 and 7, Saturdays would be removed. Code has a provision allowing for City discretion to vary, and this was based on previous Interim Use Permits.

Councilor Enga asked if operation occurs on holidays; and Williams stated they are typically closed on holidays. Klick inquired on the crushing operation, and Angell stated it's limited to seven consecutive days per year. Klick noted concerns with horses/animals in the neighborhood, stating that it would be good to know when crushing is to occur. City Attorney Vose stated that the intent is that should a day be canceled due to high wind speeds, it could be tacked on to the original plan. Williams stated that crushing is not something they want to do repeatedly through the year, and there may be years where there is nothing to crush. The 7-day allowance may not be used, but is needed. Most operations will occur in the pit. Enga asked about stockpiling of rubble, and if it will be moved around. Williams explained that it's ideal not to move it, so the most efficient is to leave it. Eiden inquired on inspections. Angell stated MCPA will handle inspections, with random inspections also conducted by the City.

Enga raised a neighborhood comment about trees having been removed during phase one. The neighborhood has requested evergreen trees be planted for wind control. Williams explained that most of the trees were removed as part of the agricultural operation. Enga also mentioned a

discussion of traffic at Willandale and County Road 144; Angell stated that a full traffic analysis has been evaluated by the County, and the EAW also includes a full traffic section.

Klick stated she feels adjacent neighborhood should have been notified, which needs to be taken into consideration. Stahmer explained that staff follows State Statute for the sake of consistency across all communications. Enga asked if the City can say no to the Interim Use Permit. Vose provided a background on the legal framework for IUP's and CUPs. A permitted use must be allowed, as long as they can be conducted in accordance with conditions of the City Code. Enga asked about prohibiting holiday hours. Angell recommended amending the condition regarding hours.

Troy Gleason, 25203 Mardale Lane came forward stating that there are a lot of maybes, and this is a time to get specifics. He added that all of the neighborhood requests have not been covered.

Eiden asked where the line crosses between the code and what was just mentioned. Vose stated that the condition of restricting direction of truck travel on Territorial has not come to his attention before, and it's not clear what purpose it serves. Eiden wondered if all crushing must be done on the floor. Vose stated the applicant has explained why they wouldn't want that condition; however, it could be considered. Williams stated that the floor is going to change as the elevation changes. In a general sense, having too many restrictions frustrates the purpose of the permit. Enga asked how close to the property line mining occurs, and Angell responded that the distance from the property line will be 50 feet. Williams stated that the use has also been approved, and adjustments have been made to accommodate requests.

Councilor Jullie moved, Councilor Klick seconded a motion approving Resolution 2024-96 Granting Approval of the IUP request by Veit & Company for expansion of a mining operation for the parcel with PID 16-120-23-32-0002, subject to the additional condition prohibiting holiday hours. Motion carried 5-0.

8. Correspondence and Reports

8.1 Council-Staff Goalsetting Report/Tally.

9. Adjourn

Mayor Ihli adjourned the meeting at 8:18 p.m.

Respectfully submitted,
Stacie Brown
City Clerk



STAFF REPORT

Meeting Date: November 26, 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: N/A

Source Fund: N/A

Budgeted? N/A

Supporting Documentation

- A. AP Cover Sheet
- B. 11-08-2024 Checks # 93923-93984 & ACH Payments
- C. 11-15-2024 Checks # 93985-94018 & ACH Payments

CITY OF ROGERS
11.26.2024 CITY COUNCIL MEETING
OPERATING ACCOUNTS - ADDITIONAL CLAIMS PAID/TO BE PAID

City Payroll Checks, Taxes & Misc Fees Paid

11/14/2024 ADP Child Support/Garnishment	763.85
11/14/2024 ADP Direct Deposits	246,597.93
11/8/2024 ADP Fees	744.60
11/8/2024 ADP Fees	1,683.60
11/8/2024 ADP Fees	1,120.50
11/14/2024 ADP Payroll Taxes	92,512.61
11/18/2024 ICMA Deferred Compensation	2,346.14
11/14/2024 Optum Health Plan Fund - includes E. Burtress & J. Bendiske	9,006.15
11/18/2024 State of MN HCSP	3,397.37
11/18/2024 State of MN - Deferred Comp	9,603.65
Payroll & Misc Fee Expenditures	<u>367,776.40</u>

City Checks & ACH Paid

11/8/2024 City Checks & ACH Paid (93923-93984)	1,350,158.20
11/15/2024 City Checks & ACH Paid (93985-94018)	395,022.43
City Check & ACH Expenditures	<u>1,745,180.63</u>

City Misc ACH/Wires Paid

11/18/2024 Civic Pay ACH Fees Utility Billing	49.07
11/15/2024 Wire Transfer - Steig Woods	1,397,128.39
11/12/2024 Wells Fargo Client Analysis Fees	2,000.46
11/19/2024 MNDOR - City Sales Tax	1,777.00
City ACH/Wire Expenditures	<u>1,400,954.92</u>

City Total To Be Approved

3,513,911.95

Liquor Misc ACH/Wires Paid

11/18/2024 MNDOR - Liquor Sales Tax	46,894.00
Liquor ACH/Wire Expenditures	<u>46,894.00</u>

Liquor Total to Be Approved

46,894.00

Accounts Payable

Computer Check Proof List by Vendor

User: mrathlisberger@rogersmn.gov
Printed: 11/08/2024 - 9:40AM
Batch: 00002.11.2024



Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: jofit 22-044074	2nd Wind Exercise Equipment Inc Treadmill-New St 2	12,980.00	11/08/2024	Check Sequence: 1 449-420-2210-45200-2209	ACH Enabled: True
	Check Total:	12,980.00			
Vendor: acrst 26516	Across the Street Productions Blue Card Training-Shaw	385.00	11/08/2024	Check Sequence: 2 207-420-2210-44360-0000	ACH Enabled: False
	Check Total:	385.00			
Vendor: ale360 15257551 15257551 15257552	Alert 360 Monitoring-CR Nov '24 Monitoring-FD Nov '24 RWAS Alarm November	24.76 19.46 47.39	11/08/2024 11/08/2024 11/08/2024	Check Sequence: 3 100-410-1941-43880-0000 100-420-2210-43880-0000 609-497-9760-43100-0000	ACH Enabled: False
	Check Total:	91.61			
Vendor: aneso City Hall 20 #2 City Hall 20 #2 RAC 20 #2	Anchor Solar Investments, LLC PW Solar PPA - November City Hall Solar PPA - November RAC Solar PPA November	135.55 58.10 193.65	11/08/2024 11/08/2024 11/08/2024	Check Sequence: 4 100-430-3000-43810-0000 100-410-1940-43810-0000 205-450-5205-43810-0000	ACH Enabled: True
	Check Total:	387.30			
Vendor: ancom 124595	Ancom Technical Center, Inc. CM300 Mobile Radio & USDD Systems Install-	24,002.00	11/08/2024	Check Sequence: 5 449-420-2210-45200-2209	ACH Enabled: False
	Check Total:	24,002.00			
Vendor: aspmi 341545	Aspen Mills Polo 1/4 Zip-Morgando	163.93	11/08/2024	Check Sequence: 6 100-420-2210-42180-0000	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
341546	Polo & 1/4 Zip Willegalle	163.93	11/08/2024	100-420-2210-42180-0000	
341797	Uniform Items - Reserve Officer - Mosley	954.78	11/08/2024	100-420-2100-42180-0000	
341995	LS Shirt Reeves-Chong	55.95	11/08/2024	100-420-2210-42180-0000	
	Check Total:	1,338.59			
Vendor: attch	Chandra Prasad Atturu			Check Sequence: 7	ACH Enabled: False
706222	Damage Dep. Refund- Chandra A. 11/2/24-Encls	200.00	11/08/2024	100-000-0000-22000-0000	
	Check Total:	200.00			
Vendor: fidse	Avesis Third Party Administrators			Check Sequence: 8	ACH Enabled: False
3138581	EE Paid Vision Insurance - November 2024	316.56	11/08/2024	100-000-0000-21770-0000	
	Check Total:	316.56			
Vendor: beaoi	Beaudry Oil & Service Inc.			Check Sequence: 9	ACH Enabled: True
1119029	Fuel - Unleaded And Diesel	10,944.24	11/08/2024	100-000-0000-14100-0000	
	Check Total:	10,944.24			
Vendor: Wirbe	BreakThru Beverage Minnesota Wine & Sprirts			Check Sequence: 10	ACH Enabled: True
118329380	Liquor	583.68	11/08/2024	609-497-9760-42510-0000	
118329380	Wine	234.90	11/08/2024	609-497-9760-42530-0000	
118438768	Liquor	4,083.13	11/08/2024	609-497-9760-42510-0000	
118438768	Wine	997.05	11/08/2024	609-497-9760-42530-0000	
118438768	Mix	137.06	11/08/2024	609-497-9760-42540-0000	
118489129	Liquor	478.65	11/08/2024	609-497-9760-42510-0000	
	Check Total:	6,514.47			
Vendor: capbe	Capitol Beverage			Check Sequence: 11	ACH Enabled: True
3053666	Muni Bar Beer	438.45	11/08/2024	609-497-9770-42520-0000	
3055939	Mix/NA	168.04	11/08/2024	609-497-9760-42540-0000	
3055939	Beer	6,607.95	11/08/2024	609-497-9760-42520-0000	
3055939	Wine	411.00	11/08/2024	609-497-9760-42530-0000	
	Check Total:	7,625.44			
Vendor: carcl	Carson, Clelland & Schreder			Check Sequence: 12	ACH Enabled: True

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
6432	October Attorney Fees	6,255.05	11/08/2024	100-420-2100-43040-0000	
	Check Total:	6,255.05			
Vendor: cdwgo	CDW Government			Check Sequence: 13	ACH Enabled: False
AB2SU7B	Replacement Headset For H. Parker	16.64	11/08/2024	100-430-3245-42010-0000	
AB2SU7B	Replacement Headset For H. Parker	58.26	11/08/2024	602-495-9490-42010-0000	
AB2SU7B	Replacement Headset For H. Parker	58.26	11/08/2024	601-494-9440-42010-0000	
AB2SU7B	Replacement Headset For H. Parker	33.31	11/08/2024	603-496-9495-42010-0000	
AB3RA5S	TV Mount For Station 2 TV	91.82	11/08/2024	449-420-2210-45200-2209	
	Check Total:	258.29			
Vendor: cencu	Center Cut Meats, LLC			Check Sequence: 14	ACH Enabled: True
October 2024	Senior Dining - October	1,480.00	11/08/2024	100-450-5186-43444-0000	
	Check Total:	1,480.00			
Vendor: cenen	CenterPoint Energy Resources Corp.			Check Sequence: 15	ACH Enabled: False
5542017-8	Gas - Sr. Center - October	24.10	11/08/2024	100-450-5186-43830-0000	
	Check Total:	24.10			
Vendor: cenen	CenterPoint Energy Resources Corp.			Check Sequence: 16	ACH Enabled: False
10203497-2	Gas - PD October	664.02	11/08/2024	100-420-2100-43830-0000	
	Check Total:	664.02			
Vendor: cenen	CenterPoint Energy Resources Corp.			Check Sequence: 17	ACH Enabled: False
6791320-2	RAC Gas Bill - October	1,791.92	11/08/2024	205-450-5205-43830-0000	
	Check Total:	1,791.92			
Vendor: cenen	CenterPoint Energy Resources Corp.			Check Sequence: 18	ACH Enabled: False
11177201-8	Gas - Event Center - October	327.46	11/08/2024	100-410-1941-43830-0000	
	Check Total:	327.46			
Vendor: cenen	CenterPoint Energy Resources Corp.			Check Sequence: 19	ACH Enabled: False
11626254-4	Gas - Splash Pad - October	49.80	11/08/2024	100-450-5200-43830-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	49.80			
Vendor: cenen	CenterPoint Energy Resources Corp.			Check Sequence: 20	ACH Enabled: False
5490566-6	Gas - CH - October	67.68	11/08/2024	100-410-1940-43830-0000	
5490566-6	Gas - PW - October	157.91	11/08/2024	100-430-3000-43830-0000	
	Check Total:	225.59			
Vendor: cenen	CenterPoint Energy Resources Corp.			Check Sequence: 21	ACH Enabled: False
13756829-1	Generator Gas-St 2 Sept '24	19.59	11/08/2024	449-420-2210-45200-2209	
	Check Total:	19.59			
Vendor: embpw	Century Link			Check Sequence: 22	ACH Enabled: False
313022581	Hassan Town Hall October	62.27	11/08/2024	100-410-1940-43210-0000	
313611966	Muni Telephone October	326.77	11/08/2024	609-497-9770-43210-0000	
313942943	RWAS Telephone October	181.20	11/08/2024	609-497-9760-43210-0000	
	Check Total:	570.24			
Vendor: berbe	Chas. A. Bernick, Inc.			Check Sequence: 23	ACH Enabled: False
10094795	THC	198.00	11/08/2024	609-497-9760-42535-0000	
10281264	THC	1,464.50	11/08/2024	609-497-9760-42535-0000	
10281265	NA	57.40	11/08/2024	609-497-9760-42540-0000	
10281265	Beer	541.50	11/08/2024	609-497-9760-42520-0000	
10281266	Beer Credit	-33.16	11/08/2024	609-497-9760-42520-0000	
	Check Total:	2,228.24			
Vendor: cinco	Cintas Corporation			Check Sequence: 24	ACH Enabled: True
4209909749	Uniform - SWR	6.02	11/08/2024	602-495-9490-42180-0000	
4209909749	Uniform - PK	14.73	11/08/2024	100-450-5200-42180-0000	
4209909749	Uniform - PW	25.04	11/08/2024	100-430-3000-42180-0000	
4209909749	Uniform - Gen'l. Gov't. Bldgs.	2.95	11/08/2024	100-410-1940-42180-0000	
4209909749	Uniform - WTR	6.02	11/08/2024	601-494-9440-42180-0000	
4209909749	Uniform - Janitorial	2.24	11/08/2024	100-410-1940-44060-0000	
4209915805	Muni Mats	115.61	11/08/2024	609-497-9770-43100-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	172.61			
Vendor: comca	Comcast Cable Communications Inc.			Check Sequence: 25	ACH Enabled: False
8772 10 560 000	8772 10 560 0008870 FD Nov '24	2.27	11/08/2024	100-420-2210-43210-0000	
	Check Total:	2.27			
Vendor: cousu	Court Surfaces & Repair Inc			Check Sequence: 26	ACH Enabled: False
102124-78	RMS Tennis Courts Crack Fill And Maintenance	2,800.00	11/08/2024	100-450-5200-43100-0000	
	Check Total:	2,800.00			
Vendor: dahdi	Dahlheimer Distributing Co.			Check Sequence: 27	ACH Enabled: True
2310430	Muni Bar Beer	1,567.50	11/08/2024	609-497-9770-42520-0000	
2310430	Muni Bar Liquor	707.70	11/08/2024	609-497-9770-42510-0000	
2312458	Muni Bar Beer	1,041.00	11/08/2024	609-497-9770-42520-0000	
2312458	Muni Bar Mix/NA	68.60	11/08/2024	609-497-9770-42540-0000	
2312458	Muni Bar Liquor	262.50	11/08/2024	609-497-9770-42510-0000	
2315603	Mix	21.70	11/08/2024	609-497-9760-42540-0000	
2315603	Beer	795.35	11/08/2024	609-497-9760-42520-0000	
2315603	Liquor	99.00	11/08/2024	609-497-9760-42510-0000	
2317710	Beer	3,532.00	11/08/2024	609-497-9760-42520-0000	
2317710	NA	205.60	11/08/2024	609-497-9760-42540-0000	
2317710	Liquor	175.50	11/08/2024	609-497-9760-42510-0000	
2317725	Muni Offsale Beer	22.40	11/08/2024	609-497-9770-42521-0000	
2317725	Muni Bar Liquor	154.70	11/08/2024	609-497-9770-42510-0000	
2317725	Muni Bar Beer	485.60	11/08/2024	609-497-9770-42520-0000	
2321003	Beer	491.90	11/08/2024	609-497-9760-42520-0000	
2321003	Liquor	297.00	11/08/2024	609-497-9760-42510-0000	
2321003	NA	228.00	11/08/2024	609-497-9760-42540-0000	
2322623	Muni Beer	511.60	11/08/2024	609-497-9770-42520-0000	
	Check Total:	10,667.65			
Vendor: danman	Dangerous Man Brewing			Check Sequence: 28	ACH Enabled: True
IN-5661	Beer	392.00	11/08/2024	609-497-9760-42520-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	392.00			
Vendor: cldis	Dick Family Inc.			Check Sequence: 29	ACH Enabled: True
2000719	Liquor	671.58	11/08/2024	609-497-9760-42510-0000	
2000719	Beer	459.30	11/08/2024	609-497-9760-42520-0000	
	Check Total:	1,130.88			
Vendor: dmxmu	DMX Music - Minneapolis			Check Sequence: 30	ACH Enabled: False
58531990	RWAS Music November	51.17	11/08/2024	609-497-9760-43100-0000	
	Check Total:	51.17			
Vendor: ecmppu	ECM Publishers, Inc.			Check Sequence: 31	ACH Enabled: False
1021313	General Election Notice	273.00	11/08/2024	100-410-1410-43520-0000	
1021425	Cannabis Code PH 11/06/24	88.01	11/08/2024	100-410-1910-43520-0000	
1021426	Veit PH Headquarters 11/06/24	184.01	11/08/2024	100-410-1910-43520-0000	
1021427	Shoreland Ord PH 11/06/24	88.01	11/08/2024	100-410-1910-43520-0000	
	Check Total:	633.03			
Vendor: ecsi	ECSI System Integrators			Check Sequence: 32	ACH Enabled: False
19932*03	LV-CCTV & Access Control-St 2	42,225.00	11/08/2024	449-420-2210-45200-2209	
24091492	Annual Door Access Maintenance	2,500.00	11/08/2024	100-410-1330-43100-0000	
24100175	PD - Door Lock - Change Speed	342.05	11/08/2024	100-420-2100-44010-0000	
24100175	Replaced With HIDRP 20 Reader	102.62	11/08/2024	100-410-1940-44010-0000	
24100175	Replaced With HIDRP 20 Reader	239.43	11/08/2024	100-430-3000-44010-0000	
24101471	Replaced The Door Power Supply	389.70	11/08/2024	100-430-3000-44010-0000	
24101471	Replaced The Door Power Supply	389.70	11/08/2024	100-410-1940-44010-0000	
	Check Total:	46,188.50			
Vendor: eprsy	EPR Systems USA Inc			Check Sequence: 33	ACH Enabled: False
2787	EPR Systems Software '25 Contract - FD	16,129.00	11/08/2024	100-000-0000-15500-0000	
	Check Total:	16,129.00			
Vendor: finwa	Finken Water Centers			Check Sequence: 34	ACH Enabled: True
1454789	Hassan Hall Water Softener	18.00	11/08/2024	100-410-1940-42100-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
1457951	Hassan Hall Water Softener - Finance Charges	3.00	11/08/2024	100-410-1940-42100-0000	
43872TN	Water-PW Oct '24	18.45	11/08/2024	100-430-3000-43820-0000	
43947TN	Water-FD Oct '24	26.20	11/08/2024	100-420-2210-43820-0000	
	Check Total:	65.65			
Vendor: firarr	First Arriving IO Inc			Check Sequence: 35	ACH Enabled: False
4227	Fire - First Arriving '25 Dashboard Subscription	4,010.82	11/08/2024	100-000-0000-15500-0000	
	Check Total:	4,010.82			
Vendor: gense	General Security Serv. Corp.			Check Sequence: 36	ACH Enabled: True
50035158	Splash Pad-Fire Alarm Monitoring 11.1.24-1.31.25	179.85	11/08/2024	100-450-5200-43100-0000	
50035158	Splash Pad-Annual Fire Alarm Insp. 11.1.24-1.31.25	75.00	11/08/2024	100-450-5200-43100-0000	
50035223	Fire Alarm Monitoring - Cellular 11.1.24-1.31.25	179.85	11/08/2024	100-420-2210-43100-0000	
50035427	Event Center Fire Alarm Monitoring 11.1.24-1.31.25	74.85	11/08/2024	100-410-1941-43100-0000	
50035428	RAC Fire Test & Alarm Monitoring 11.1.24-1.31.25	92.85	11/08/2024	205-450-5205-43100-0000	
50035430	PW Fire Test & Alarm Monitoring 11.1.24-1.31.25	64.99	11/08/2024	100-430-3000-43100-0000	
50035430	CH Fire Test & Alarm Monitoring 11.1.24-1.31.25	27.86	11/08/2024	100-410-1940-43100-0000	
50035430	CH Elevator Monitoring 11/1/24-01/31/25	30.00	11/08/2024	100-410-1940-43100-0000	
50035589	Fire Alarm Cellular Panel Install-St 2	2,317.50	11/08/2024	449-420-2210-45200-2209	
	Check Total:	3,042.75			
Vendor: gopst	Gopher State One-Call , Inc.			Check Sequence: 37	ACH Enabled: False
4100719	Locates October 2024	301.86	11/08/2024	602-495-9490-43150-0000	
4100719	Locates October 2024	301.86	11/08/2024	601-494-9440-43150-0000	
4100719	Locates October 2024	98.28	11/08/2024	603-496-9495-43150-0000	
	Check Total:	702.00			
Vendor: grabe	Grape Beginnings, Inc.			Check Sequence: 38	ACH Enabled: False
MN00156353	Liquor	142.50	11/08/2024	609-497-9760-42510-0000	
MN00156353	Wine	109.00	11/08/2024	609-497-9760-42530-0000	
	Check Total:	251.50			
Vendor: hegpi	Heggie's Pizza LLC			Check Sequence: 39	ACH Enabled: False
1222124028	Muni Pizza For Resale	111.75	11/08/2024	609-497-9770-42550-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	111.75			
Vendor: hencosh 1000234001	Hennepin County Accounts Receivable Embedded Social Worker - 7/1/24 - 9/30/24	6,059.00	11/08/2024	Check Sequence: 40 100-420-2100-43100-0000	ACH Enabled: False
	Check Total:	6,059.00			
Vendor: hordr RNC24-000392	D.R. Horton RSAC - 13621 Ringneck Way	900.00	11/08/2024	Check Sequence: 41 408-430-3330-37270-0000	ACH Enabled: False
RNC24-000392	WAC - 13621 Ringneck Way	800.00	11/08/2024	407-430-3300-37150-0000	
RNC24-000392	Site Fee - 13621 Ringneck Way	275.00	11/08/2024	100-410-1950-34110-0000	
	Check Total:	1,975.00			
Vendor: hordr RNC24-000393	D.R. Horton Site Fees - 13617 Ringneck Way	275.00	11/08/2024	Check Sequence: 42 100-410-1950-34110-0000	ACH Enabled: False
RNC24-000393	RSAC - 13617 Ringneck Way	900.00	11/08/2024	408-430-3330-37270-0000	
RNC24-000393	WAC - 13617 Ringneck Way	800.00	11/08/2024	407-430-3300-37150-0000	
	Check Total:	1,975.00			
Vendor: ideal 000043559	Ideal Printers Business Cards For Tom Agnes	82.00	11/08/2024	Check Sequence: 43 609-497-9760-42000-0000	ACH Enabled: True
000043559	Business Cards For Eric Burtness	82.00	11/08/2024	100-410-1910-42000-0000	
	Check Total:	164.00			
Vendor: impda 4298845	Imperial Dade Muni TP Hand Towels & Liners	149.95	11/08/2024	Check Sequence: 44 609-497-9770-42100-0000	ACH Enabled: False
4302858	GLASS CLEANER GROUT CLEANER & SEA	344.32	11/08/2024	100-410-1940-42102-0000	
	Check Total:	494.27			
Vendor: infos 274446	InfoSend Infosend Printing Fees October 2024	161.24	11/08/2024	Check Sequence: 45 100-430-3245-43500-0000	ACH Enabled: False
274446	Infosend Printing Fees October 2024	1,128.70	11/08/2024	602-495-9490-43500-0000	
274446	Infosend Printing Fees October 2024	1,386.69	11/08/2024	601-494-9440-43500-0000	
274446	Infosend Printing Fees October 2024	548.23	11/08/2024	603-496-9495-43500-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	3,224.86			
Vendor: innof	Innovative Office Solutions LLC			Check Sequence: 46	ACH Enabled: False
IN4680106	Kleenex	77.99	11/08/2024	100-420-2100-42000-0000	
IN4680106	Can Liner X 2 - Dave Cody	108.92	11/08/2024	100-420-2100-42100-0000	
IN4681416	C Batteries	6.31	11/08/2024	100-410-1950-42000-0000	
IN4681416	C Batteries	6.31	11/08/2024	603-496-9495-42000-0000	
IN4681416	C Batteries	6.31	11/08/2024	100-450-5200-42000-0000	
IN4681416	C Batteries	6.32	11/08/2024	601-494-9440-42000-0000	
IN4681416	C Batteries	6.31	11/08/2024	602-495-9490-42000-0000	
IN4681416	C Batteries	6.32	11/08/2024	100-430-3000-42000-0000	
	Check Total:	224.79			
Vendor: intinc	Intereum Inc			Check Sequence: 47	ACH Enabled: True
213009	Furniture-ST 2	96,078.37	11/08/2024	449-420-2210-45200-2209	
	Check Total:	96,078.37			
Vendor: piopr	iPROMOTEu			Check Sequence: 48	ACH Enabled: False
2337270P18	New EE Logo Wear	138.96	11/08/2024	100-410-1910-42100-0000	
	Check Total:	138.96			
Vendor: johbr	Johnson Brothers Liquor Co.			Check Sequence: 49	ACH Enabled: False
6872013	Muni Bar Liquor	842.20	11/08/2024	609-497-9770-42510-0000	
	Check Total:	842.20			
Vendor: jusbr	Just Breathing LLC			Check Sequence: 50	ACH Enabled: True
10-2024	Tai Chi And Musical Moves Classes Sept/Oct	800.00	11/08/2024	100-450-5186-43443-0000	
	Check Total:	800.00			
Vendor: kengr	Kennedy & Graven, Chartered			Check Sequence: 51	ACH Enabled: False
RG110-00054	MIF For Myplas September 2024	600.00	11/08/2024	203-410-1325-43040-0000	
RG110-00055	Duffy Housing TIF September 2024	450.00	11/08/2024	203-410-1325-43040-8150	
RG110-00060	Craft And Crew Loan September 2024	45.00	11/08/2024	609-497-9770-43040-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	1,095.00			
Vendor: kueco	KUE Contractors Inc			Check Sequence: 52	ACH Enabled: False
Pay App #13	Pay App #13 - Rogers Fire Station 2	742,987.40	11/08/2024	449-420-2210-45200-2209	
	Check Total:	742,987.40			
Vendor: lcls	Law Enforcement Labor Services, Inc.			Check Sequence: 53	ACH Enabled: True
November 2024	November 2024 Union Dues	282.00	11/08/2024	100-000-0000-21709-0000	
November 2024	November 2024 Union Dues	1,128.00	11/08/2024	100-000-0000-21709-0000	
	Check Total:	1,410.00			
Vendor: mamun	M Amundson Cigar & Candy Co LLP			Check Sequence: 54	ACH Enabled: True
392104	Squeeze Limes	21.38	11/08/2024	609-497-9760-42550-0000	
392104	Tubes/Shakers/Cups	123.35	11/08/2024	609-497-9760-42580-0000	
392104	Mix	25.02	11/08/2024	609-497-9760-42540-0000	
392104	Tobacco	1,230.07	11/08/2024	609-497-9760-42560-0000	
392104	Suckers	16.59	11/08/2024	609-497-9760-42100-0000	
	Check Total:	1,416.41			
Vendor: marri	Marie Ridgeway LICSW, LLC			Check Sequence: 55	ACH Enabled: True
2977	October Therapy Sessions	320.00	11/08/2024	100-420-2100-43140-0000	
	Check Total:	320.00			
Vendor: mattri	Matheson Tri-Gas Inc			Check Sequence: 56	ACH Enabled: False
0030477552	Monthly Medical Oxygen Fee - October	204.47	11/08/2024	100-420-2100-42170-0000	
	Check Total:	204.47			
Vendor: cleri	McDonald Distributing Company			Check Sequence: 57	ACH Enabled: True
774347	NA	57.25	11/08/2024	609-497-9760-42540-0000	
774347	Beer	176.25	11/08/2024	609-497-9760-42520-0000	
	Check Total:	233.50			
Vendor: mcler	Erika McLain			Check Sequence: 58	ACH Enabled: False
694072	Daddy Daughter Dance Ticket Refund E McLain	55.00	11/08/2024	100-450-5120-34790-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	55.00			
Vendor: menar	Menards, Inc.			Check Sequence: 59	ACH Enabled: True
39068	3/4"PRES RELIEF VLVE3OPSI	43.98	11/08/2024	100-420-2100-42102-0000	
39068	ANCHORLINE 3/8X100 W/THIM	34.26	11/08/2024	100-420-2210-42102-0000	
39068	MAP TORCH KIT	64.99	11/08/2024	100-410-1940-42100-0000	
39068	AA 12PK ENERGIZER MAX	19.98	11/08/2024	100-410-1940-42100-0000	
39399	CONCRETE MIX FOR TENNIS CENTER	222.08	11/08/2024	404-450-5200-45300-0000	
39439	6X6 BOLT DOWN POST BASE FOR TENNIS	19.99	11/08/2024	404-450-5200-45300-0000	
39439	9 X 2-3/4 CONST SCREW FOR TENNIS CEN	23.99	11/08/2024	404-450-5200-45300-0000	
39539	1X4-8' CLR RED OAK BOARDS	45.92	11/08/2024	449-420-2210-45200-2209	
39539	5"H&L8H SANDING DISC 60#	17.99	11/08/2024	100-410-1940-42100-0000	
39539	5"H&L8H SANDING DISC 220#	17.99	11/08/2024	100-410-1940-42100-0000	
	Check Total:	511.17			
Vendor: metcou	Metropolitan Council Environmental Services			Check Sequence: 60	ACH Enabled: True
0001179165	December 2024 METC Services	108,852.80	11/08/2024	602-495-9490-43115-0000	
	Check Total:	108,852.80			
Vendor: schso	MN Equipment Inc.			Check Sequence: 61	ACH Enabled: True
P35208	FREIGHT- FOR RAHN DRAG PARTS	24.53	11/08/2024	100-450-5200-42103-0000	
P35208	D12 -20A5-06 ELEC LIFT- FOR RAHN DRAG	1,033.33	11/08/2024	100-450-5200-42103-0000	
P35208	GL650-03 Pull Arm - FOR RAHN DRAG	388.33	11/08/2024	100-450-5200-42103-0000	
P35214	LP-102806 RELIEF VALVE	289.00	11/08/2024	100-430-3120-42103-0000	
P35373	E21 Chainsaw Blade	58.99	11/08/2024	100-420-2210-42105-0000	
	Check Total:	1,794.18			
Vendor: minhi	MN Highway Safety & Research			Check Sequence: 62	ACH Enabled: False
337900-11336	EVOC/PIT Refresher Training - Rose	525.00	11/08/2024	100-420-2100-44360-0000	
	Check Total:	525.00			
Vendor: mobot	MoboTrex, Inc.			Check Sequence: 63	ACH Enabled: False
277289	PBL07468-003 LED12"BALL GRN TINT 15 Y	342.00	11/08/2024	100-430-3120-43170-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	342.00			
Vendor: monse	Monticello Senior Center			Check Sequence: 64	ACH Enabled: False
11/4/2024	Nov 4th Treasure Island Bus Rental	475.00	11/08/2024	100-450-5186-44326-0000	
	Check Total:	475.00			
Vendor: napa	NAPA Auto Parts			Check Sequence: 65	ACH Enabled: False
366996	OIL CABIN AND AIR FILTERS - #40-010	66.10	11/08/2024	100-450-5200-42103-0000	
367078	LMP BOXED MINIATURES	9.24	11/08/2024	100-430-3000-42103-0000	
	Check Total:	75.34			
Vendor: ndemi	Michael Ndege			Check Sequence: 66	ACH Enabled: False
696981	Damage Deposit Refund - M. Ndege - Grad. 6.30	100.00	11/08/2024	100-000-0000-22000-0000	
	Check Total:	100.00			
Vendor: norme	North Memorial			Check Sequence: 67	ACH Enabled: True
8885032	Variance Training 10/01/2024	300.00	11/08/2024	100-420-2210-44360-0000	
	Check Total:	300.00			
Vendor: norto	Northern Tool & Equipment			Check Sequence: 68	ACH Enabled: False
540503303240765	5727372-IRWIN SPEEDLINE REEL	9.99	11/08/2024	100-450-5200-42105-0000	
540503303240765	88451-M18 FUEL 30DEG FRAMNG NA	329.00	11/08/2024	100-450-5200-42105-0000	
540503303240765	5727356-IRWIN SPEEDLINE PRO W/	12.99	11/08/2024	100-450-5200-42105-0000	
	Check Total:	351.98			
Vendor: omabr	Omann Brothers Inc.			Check Sequence: 69	ACH Enabled: False
18497*	(3) AC Fines Mix	270.00	11/08/2024	100-430-3120-42240-0000	
18501*	(2.01) AC Fines Mix	180.90	11/08/2024	100-430-3120-42240-0000	
	Check Total:	450.90			
Vendor: reifo	Performance Food Group			Check Sequence: 70	ACH Enabled: False
328642	Muni Olives Popcorn & Oil	118.15	11/08/2024	609-497-9770-42100-0000	
	Check Total:	118.15			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: resac 45518313	Pitney Bowes Bank Inc Reserve Account Postage For PD Mail Machine	1,500.00	11/08/2024	Check Sequence: 71 100-420-2100-43220-0000	ACH Enabled: False
	Check Total:	1,500.00			
Vendor: pomti 700068320	Pomp's Tire Service Inc. Tire Repair - #40-010	860.56	11/08/2024	Check Sequence: 72 100-450-5200-44040-0000	ACH Enabled: True
	Check Total:	860.56			
Vendor: rdoeq P9649714	RDO Equipment 252856983 PAINT-VERMEER	20.31	11/08/2024	Check Sequence: 73 100-450-5200-42103-0000	ACH Enabled: False
	Check Total:	20.31			
Vendor: midwe 24-6638	Rock River Industries LLC Ford F-550 Chassis 300 Gal. Quick Attack - Dep	10,000.00	11/08/2024	Check Sequence: 74 400-420-2210-45500-0000	ACH Enabled: False
	Check Total:	10,000.00			
Vendor: rogrtr 28712 28728 28732 28740 28749	Rogers True Value Hardware Inc Keys For New IS Tech 3" PVC Snap In Drain BUILDERS & HEAVY HDWE Snow Brush & Wire Connector Fender Wash And Car Wax	6.48 17.16 13.47 20.98 24.48	11/08/2024 11/08/2024 11/08/2024 11/08/2024 11/08/2024	Check Sequence: 75 100-410-1330-42000-0000 100-430-3120-42103-0000 100-430-3000-42100-0000 100-420-2210-42105-0000 205-450-5205-42100-0000	ACH Enabled: False
	Check Total:	82.57			
Vendor: midfo 854454 854454 854454 854454 854454 854454	Roseville Midway Ford DG1Z*9448*A GASKET - #6861 CORE EXCHANGE - #6861 CORE CHARGE - #6861 *W712244*S3 00 STUD - #6861 FB5Z*5G232*B CONVERTER - #6861 *W716011*5430 NUT - #6861	23.98 -250.00 250.00 6.18 1,091.20 10.74	11/08/2024 11/08/2024 11/08/2024 11/08/2024 11/08/2024 11/08/2024	Check Sequence: 76 100-420-2100-42103-0000 100-420-2100-42103-0000 100-420-2100-42103-0000 100-420-2100-42103-0000 100-420-2100-42103-0000 100-420-2100-42103-0000	ACH Enabled: False
	Check Total:	1,132.10			
Vendor: sigso	Sign Solutions USA			Check Sequence: 77	ACH Enabled: True

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
414650	DG3 FLUOR .08030" X 30" Sheet - DG3-FLUC	595.81	11/08/2024	100-430-3120-42260-0000	
	Check Total:	595.81			
Vendor: signar	SignArt Co Inc			Check Sequence: 78	ACH Enabled: False
2553	Plaque For Roger's Fire Station II	535.00	11/08/2024	449-420-2210-44310-2209	
	Check Total:	535.00			
Vendor: soula	South Lake Minnetonka Police Department			Check Sequence: 79	ACH Enabled: False
October 14 2024	1/13 Cost Of GTEL Invoice 1553	13.46	11/08/2024	100-420-2100-43100-0000	
October 14 2024	1/13 Cost Of Central Square — Quote Q-168126	2,181.16	11/08/2024	100-420-2100-43100-0000	
October 14 2024	1/13 Cost Of Morris Invoice 8813	9.62	11/08/2024	100-420-2100-43100-0000	
	Check Total:	2,204.24			
Vendor: souwi	Southern Glazers Wine & Spirits of Minnesota			Check Sequence: 80	ACH Enabled: False
2545188	Liquor	2,416.55	11/08/2024	609-497-9760-42510-0000	
2545189	Liquor	901.28	11/08/2024	609-497-9760-42510-0000	
2545190	Mix	38.28	11/08/2024	609-497-9760-42540-0000	
2545191	Wine	474.52	11/08/2024	609-497-9760-42530-0000	
	Check Total:	3,830.63			
Vendor: sprso	Springbrook Holding Co LLC			Check Sequence: 81	ACH Enabled: False
INV-018982	CivicPay Transaction Fee - October 2024	109.60	11/08/2024	100-430-3245-44300-0000	
INV-018982	CivicPay Transaction Fee - October 2024	372.64	11/08/2024	603-496-9495-44300-0000	
INV-018982	CivicPay Transaction Fee - October 2024	767.20	11/08/2024	602-495-9490-44300-0000	
INV-018982	CivicPay Transaction Fee - October 2024	942.56	11/08/2024	601-494-9440-44300-0000	
	Check Total:	2,192.00			
Vendor: sprout	Sprout Social Inc			Check Sequence: 82	ACH Enabled: True
INV-61881	Sprout Social 2025	7,152.00	11/08/2024	100-000-0000-15500-0000	
INV-61881	Sprout Social 2024	3,576.00	11/08/2024	100-410-1325-43190-0000	
	Check Total:	10,728.00			
Vendor: strei	Streicher's Inc.			Check Sequence: 83	ACH Enabled: False
11726021	2024 Officer Wellness Order - Zachman	90.00	11/08/2024	207-420-2100-42105-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
I1726698	Uniforms - Shirts - Beck	294.95	11/08/2024	100-420-2100-42180-0000	
	Check Total:	384.95			
Vendor: acbbe	TASC			Check Sequence: 84	ACH Enabled: False
IN3261992	COBRA Admin Fee Oct	5.00	11/08/2024	100-410-1325-44300-0000	
	Check Total:	5.00			
Vendor: tenfo	Tenvoorde Ford			Check Sequence: 85	ACH Enabled: False
INV258290	2025 Ford Interceptor #6851 VIN#1FM5K8AW5	46,938.88	11/08/2024	400-420-2100-45500-0000	
INV258291	2025 Ford Interceptor #6852 VIN#1FM5K8AW5	46,938.88	11/08/2024	400-420-2100-45500-0000	
INV258292	2025 Ford Interceptor #6853 VIN#1FM5K8AW5	46,938.88	11/08/2024	400-420-2100-45500-0000	
	Check Total:	140,816.64			
Vendor: theam	The American Bottling Co.			Check Sequence: 86	ACH Enabled: False
4849601836	Mix	688.53	11/08/2024	609-497-9760-42540-0000	
	Check Total:	688.53			
Vendor: demarc	The Gregory Group Inc			Check Sequence: 87	ACH Enabled: False
90451A	Final Plat Steig Woods	2,000.00	11/08/2024	404-450-5200-43030-2303	
90839	Prepared Easement Description For Road Easem	450.00	11/08/2024	406-430-3121-43030-1714	
	Check Total:	2,450.00			
Vendor: touem	Touch'em All Carwash LLC			Check Sequence: 88	ACH Enabled: True
October 2024	PD Car Washes - October	118.65	11/08/2024	100-420-2100-44040-0000	
	Check Total:	118.65			
Vendor: grain	W.W. Grainger, Inc.			Check Sequence: 89	ACH Enabled: True
9296887277	5URF5 INVERTER120V AC OUTPUT VOLTA	59.20	11/08/2024	601-494-9440-42103-0000	
9296887277	5URF5 INVERTER120V AC OUTPUT VOLTA	59.19	11/08/2024	602-495-9490-42103-0000	
9299397274	Air Filters	140.52	11/08/2024	205-450-5205-42102-0000	
9299397274	TP And Paper Towels	306.58	11/08/2024	205-450-5205-42100-0000	
	Check Total:	565.49			
Vendor: watco	Watson Company			Check Sequence: 90	ACH Enabled: True

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
145711	RAC Concessions	588.09	11/08/2024	205-450-5205-42550-0000	
145820	RAC Concessions & Supplies	398.37	11/08/2024	205-450-5205-42550-0000	
	Check Total:	986.46			
Vendor: webal	Webaloo LLC			Check Sequence: 91	ACH Enabled: True
13598-17197	Communications Consultant 10/14/24 - 10/18/24	130.00	11/08/2024	100-410-1325-43100-0000	
13598-17199	Communications Consultant 10/21/24 - 10/25/24	325.00	11/08/2024	100-410-1325-43100-0000	
	Check Total:	455.00			
Vendor: witpu	Witmer Public Safety Group			Check Sequence: 92	ACH Enabled: False
CM34172	Shipping Credit	-233.34	11/08/2024	207-420-2210-42105-0000	
INV561636	Hi-Jack Lift System	696.33	11/08/2024	207-420-2210-42105-0000	
INV562526	Belts & K-Tools Williams Keys & W-Tools	4,146.57	11/08/2024	207-420-2210-42105-0000	
INV566393	Hose Bridge X 2	3,458.86	11/08/2024	207-420-2210-42105-0000	
	Check Total:	8,068.42			
Vendor: wolda	WOLD Architects and Engineers			Check Sequence: 93	ACH Enabled: True
96820	2023 New Fire Station	3,304.40	11/08/2024	449-420-2210-43030-2209	
	Check Total:	3,304.40			
Vendor: wsbas	WSB & Associates, Inc.			Check Sequence: 94	ACH Enabled: True
R-015514-000-56	Birchwood Development 1st Addition September 2024	340.00	11/08/2024	100-410-1950-43030-8150	
R-017511-000-45	Skye Meadows 2nd Addition September 2024	340.00	11/08/2024	100-410-1950-43030-8150	
R-019314-000-29	Towns At Fox Creek (Busch) September 2024	510.00	11/08/2024	100-410-1950-43030-8150	
R-019437-000-33	Skye Meadows 3rd Addition September 2024	340.00	11/08/2024	100-410-1950-43030-8150	
R-019805-000-28	Aster Mills (Pulte) September 2024	1,105.00	11/08/2024	100-410-1950-43030-8150	
R-019812-000-26	Big Woods (Forestar) September 2024	1,023.00	11/08/2024	100-410-1950-43030-8150	
R-020120-000-28	Harvest View (Tamarack) September 2024	340.00	11/08/2024	100-410-1950-43030-8150	
R-020241-000-27	Grass Lake Preserve Development - September 2024	595.00	11/08/2024	100-410-1950-43030-8150	
R-020362-000-19	David Koch Reconstruction Project - September 2024	775.00	11/08/2024	401-430-3121-43030-2204	
R-022690-000-18	Skye Meadows 4th Addition September 2024	510.00	11/08/2024	100-410-1950-43030-8150	
R-022691-000-15	Skye Meadows 5th Addition September 2024	2,345.00	11/08/2024	100-410-1950-43030-8150	
R-023609-000-14	Aster Mills 2nd Addition September 2024	850.00	11/08/2024	100-410-1950-43030-8150	
R-025294-000-5	Big Woods 2nd Addition September 2024	5,235.50	11/08/2024	100-410-1950-43030-8150	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
R-025295-000-5	Harvest View 2nd Addition September 2024	1,136.50	11/08/2024	100-410-1950-43030-8150	
	Check Total:	15,445.00			
Vendor: xcele	Xcel Energy			Check Sequence: 95	ACH Enabled: False
51-6488910-9	AR	-2,922.08	11/08/2024	100-000-0000-11500-0000	
51-6488910-9	City Hall - June 2024 - Solar Credits	-722.61	11/08/2024	100-410-1940-43810-0000	
51-6488910-9	Community Rm. - June 2024 - Solar Credits	-1,051.33	11/08/2024	100-410-1941-43810-0000	
51-6488910-9	Community Rm. - June 2024	648.29	11/08/2024	100-410-1941-43810-0000	
51-6488910-9	Civic Storage Bldg. 21195 Memorial - June 2024	83.95	11/08/2024	100-410-1940-43810-0000	
51-6488910-9	Public Works - June 2024	1,192.33	11/08/2024	100-430-3000-43810-0000	
51-6488910-9	Sr. Center - 12913 Main - June 2024	116.01	11/08/2024	100-450-5186-43810-0000	
51-6488910-9	City Hall - June 2024	511.00	11/08/2024	100-410-1940-43810-0000	
51-6488910-9	Boyer Bldg. 21701 Industrial - June 2024	776.61	11/08/2024	100-410-1940-43810-0000	
51-6488910-9	Police Dept. - June 2024	7,731.17	11/08/2024	100-420-2100-43810-0000	
51-6488910-9	Civic Storage Bldg. Security Lights - June 2024	10.52	11/08/2024	100-410-1940-43810-0000	
51-6488910-9	Public Works - June 2024 - Solar Credits	-1,686.09	11/08/2024	100-430-3000-43810-0000	
51-6488910-9	Event Center 12716 Main - June 2024	1,713.50	11/08/2024	100-410-1941-43810-0000	
51-6488910-9	Hassan Town Hall - June 2024	49.63	11/08/2024	100-410-1940-43810-0000	
51-6488910-9	Vacant Bldg. 12909 Main - June 2024	24.10	11/08/2024	100-410-1940-43810-0000	
51-6488910-9	Fire Dept. - June 2024 - Solar Credits	-826.04	11/08/2024	100-420-2210-43810-0000	
51-6488910-9	Police Dept. - June 2024 - Solar Credits	-3,692.65	11/08/2024	100-420-2100-43810-0000	
51-6488910-9	Fire Dept. - June 2024	509.37	11/08/2024	100-420-2210-43810-0000	
	Check Total:	2,465.68			
Vendor: yalme	Yale Mechanical, LLC			Check Sequence: 96	ACH Enabled: True
262839	Compass Not Operating	304.50	11/08/2024	100-420-2100-44010-0000	
	Check Total:	304.50			
Vendor: ziein	Ziegler, Inc.			Check Sequence: 97	ACH Enabled: True
IN001681608	RENTAL: FOR 2024 SPRINKLER BLOW OUT	1,429.00	11/08/2024	100-450-5200-44100-0000	
IN001683385	Rental: B6S Hydraulic Hammer Caterpillar @ S	260.00	11/08/2024	410-450-5200-45300-2104	
IN001695067	1071721 Cap - #15-017	12.64	11/08/2024	100-430-3120-42103-0000	
IN001695067	1071719 Switch - #15-017	84.93	11/08/2024	100-430-3120-42103-0000	
IN001695067	1071716 Screws - #15-017	5.52	11/08/2024	100-430-3120-42103-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
IN001695067	6B4540 Nuts - #15-017	0.33	11/08/2024	100-430-3120-42103-0000	
	Check Total:	1,792.42			
	Total for Check Run:	1,350,158.20			
	Total of Number of Checks:	97			

Accounts Payable

Computer Check Proof List by Vendor

User: mrathlisberger@rogersmn.gov
Printed: 11/14/2024 - 10:37AM
Batch: 00003.11.2024



Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: actfl 17373	Action Fleet Inc New Squad Build - 6835	21,933.94	11/15/2024	Check Sequence: 1 400-420-2100-45500-0000	ACH Enabled: False
	Check Total:	21,933.94			
Vendor: AFLAC 023754	AFLAC EE Paid Insurance Premiums AFLAC November	950.88	11/15/2024	Check Sequence: 2 100-000-0000-21751-0000	ACH Enabled: False
	Check Total:	950.88			
Vendor: airgas 5511508800 9155242820	Airgas Inc Oxygen & Acetylene Cylinder Rental Oxygen	58.36 365.23	11/15/2024 11/15/2024	Check Sequence: 3 100-430-3000-42160-0000 100-430-3000-42160-0000	ACH Enabled: False
	Check Total:	423.59			
Vendor: amerp 146029	American Pressure Inc Mosmatic Swivel & Spray Bar & Seal Kit - Wasl	605.17	11/15/2024	Check Sequence: 4 100-430-3000-42102-0000	ACH Enabled: True
	Check Total:	605.17			
Vendor: aspmi 342280	Aspen Mills Parka-Hagen	343.19	11/15/2024	Check Sequence: 5 100-420-2210-42180-0000	ACH Enabled: False
	Check Total:	343.19			
Vendor: axoen INUS294427	Axon Enterprise, Inc New Body Worn Cameras (3)	2,120.22	11/15/2024	Check Sequence: 6 100-420-2100-44120-0000	ACH Enabled: True
	Check Total:	2,120.22			
Vendor: terpo 200100236259	Brookfield Renewable RAC Solar - October	279.46	11/15/2024	Check Sequence: 7 205-450-5205-43810-0000	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Check Total:		279.46			
Vendor: cenen	CenterPoint Energy Resources Corp.			Check Sequence: 8	ACH Enabled: False
6403368750-6	Gas - 21701 Industrial Blvd. October	26.22	11/15/2024	100-410-1940-43830-0000	
Check Total:		26.22			
Vendor: cinco	Cintas Corporation			Check Sequence: 9	ACH Enabled: True
4208486023	PD Floor Mats 10/16/24	111.93	11/15/2024	100-420-2100-44060-0000	
4210660125	Uniform - Janitorial 11/6/24	2.24	11/15/2024	100-410-1940-44060-0000	
4210660125	Uniform - Gen'l. Gov't. Bldgs 11/6/24	2.95	11/15/2024	100-410-1940-42180-0000	
4210660125	Uniform - PK 11/6/24	14.73	11/15/2024	100-450-5200-42180-0000	
4210660125	Uniform - WTR 11/6/24	6.02	11/15/2024	601-494-9440-42180-0000	
4210660125	Uniform - PW 11/6/24	25.04	11/15/2024	100-430-3000-42180-0000	
4210660125	Uniform - SWR 11/6/24	6.02	11/15/2024	602-495-9490-42180-0000	
4210660125	Mats & Towels 11/6/24	41.24	11/15/2024	100-430-3000-44060-0000	
4210664647	CR Floor Mats 11/6/24	8.86	11/15/2024	100-410-1941-44060-0000	
Check Total:		219.03			
Vendor: citro	City of Rogers			Check Sequence: 10	ACH Enabled: False
004728-000	Water Service-12909 Main St October	15.61	11/15/2024	100-410-1940-43820-0000	
004732-000	Utility Service-CH October	86.17	11/15/2024	100-410-1940-43820-0000	
004732-000	Utility Service-PW October	201.04	11/15/2024	100-430-3000-43820-0000	
008783-000	Utility Service-NCP Pk. Bldg. October	14.30	11/15/2024	100-450-5200-43820-0000	
011577-000	Utility Service-Splash Pad October	43.34	11/15/2024	100-450-5200-43820-0000	
012576-000	21701 Industrial Blvd. - Boyer Bldg. October	117.74	11/15/2024	100-410-1940-43820-0000	
Check Total:		478.20			
Vendor: mnpip	Core & Main LP			Check Sequence: 11	ACH Enabled: False
V976395	740-3M4 1 MIP SWIVEL NO LEAD 5149-234	2,240.00	11/15/2024	601-494-9440-42150-0000	
V976395	Freight	70.85	11/15/2024	601-494-9440-42150-0000	
V976395	40N2 5/8X3/4 METER INSETTER C STYLE L	14,560.00	11/15/2024	601-494-9440-42150-0000	
V976395	740-3S3 3/4 SOLDER SWIVEL NL NO LEAD :	1,750.00	11/15/2024	601-494-9440-42150-0000	
Check Total:		18,620.85			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: cusel 1963	Custom Electrical Concepts, LLC Replace Pole And Luminaires That Were Damag	4,265.00	11/15/2024	Check Sequence: 12 609-497-9770-43100-0000	ACH Enabled: True
	Check Total:	4,265.00			
Vendor: cusco 4388-111224	Customer Contact Services Nov & Dec Answering Service	80.56	11/15/2024	Check Sequence: 13 601-494-9440-43100-0000	ACH Enabled: True
4388-111224	Nov & Dec Answering Service	80.56	11/15/2024	602-495-9490-43100-0000	
	Check Total:	161.12			
Vendor: dogde 736414	Dog Waste Depot TIE HANDLE BAG CASE OF 2400 Doggie Ba	389.91	11/15/2024	Check Sequence: 14 100-450-5200-42100-0000	ACH Enabled: True
	Check Total:	389.91			
Vendor: dsman 11/12/2024	DS Management Group LLC Refund Fletcher Hills - 2nd Addition	60,075.63	11/15/2024	Check Sequence: 15 100-000-0000-22040-0000	ACH Enabled: False
	Check Total:	60,075.63			
Vendor: facmo 1-10224650	Elliot Auto Supply Co, Inc. WIX 33128 Fuel Filter	33.44	11/15/2024	Check Sequence: 16 100-430-3120-42103-0000	ACH Enabled: False
1-10224650	WIX 57430 Lube Filter	7.60	11/15/2024	100-430-3120-42103-0000	
	Check Total:	41.04			
Vendor: esker 460288553	Esker Inc Esker - October 2024	766.97	11/15/2024	Check Sequence: 17 100-410-1520-43190-0000	ACH Enabled: True
	Check Total:	766.97			
Vendor: fasco MNTC4191903	Fastenal Company Inc. (50) 3/8X1 Ind HWH SDS3 Z	47.25	11/15/2024	Check Sequence: 18 609-497-9760-42102-0000	ACH Enabled: True
	Check Total:	47.25			
Vendor: gense 50035429	General Security Serv. Corp. Fire Test-CR 11/1/24 - 1/31/25	25.20	11/15/2024	Check Sequence: 19 100-410-1941-43100-0000	ACH Enabled: True
50035429	Fire Test-FD 11/1/24 - 1/31/25	19.80	11/15/2024	100-420-2210-43100-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Check Total:		45.00			
Vendor: heapar	Health Partners			Check Sequence: 20	ACH Enabled: False
616863959258	December ER Paid Health Insurance	352.80	11/15/2024	100-410-1330-41310-0000	
616863959258	December ER Paid Health Insurance	446.25	11/15/2024	100-450-5186-41310-0000	
616863959258	December ER Paid Health Insurance	1,363.88	11/15/2024	100-450-5120-41310-0000	
616863959258	December ER Paid Health Insurance	892.50	11/15/2024	203-465-6500-41310-0000	
616863959258	December EE Paid Health Insurance	13,208.46	11/15/2024	100-000-0000-21706-0000	
616863959258	December ER Paid Health Insurance	1,802.43	11/15/2024	603-496-9495-41310-0000	
616863959258	December ER Paid Health Insurance	3,226.34	11/15/2024	100-410-1950-41310-0000	
616863959258	December ER Paid Health Insurance	3,146.63	11/15/2024	100-410-1910-41310-0000	
616863959258	December ER Paid Health Insurance	224.56	11/15/2024	100-430-3245-41310-0000	
616863959258	December ER Paid Health Insurance	4,306.50	11/15/2024	100-430-3120-41310-0000	
616863959258	December ER Paid Health Insurance	31,099.22	11/15/2024	100-420-2100-41310-0000	
616863959258	December ER Paid Health Insurance	6,779.19	11/15/2024	100-450-5200-41310-0000	
616863959258	December ER Paid Health Insurance	2,982.33	11/15/2024	100-420-2210-41310-0000	
616863959258	December ER Paid Health Insurance	1,770.84	11/15/2024	100-430-3000-41310-0000	
616863959258	December ER Paid Health Insurance	1,123.50	11/15/2024	100-410-1940-41310-0000	
616863959258	December ER Paid Health Insurance	5,841.72	11/15/2024	601-494-9440-41310-0000	
616863959258	December ER Paid Health Insurance	3,205.33	11/15/2024	100-410-1520-41310-0000	
616863959258	December ER Paid Health Insurance	5,758.75	11/15/2024	100-410-1325-41310-0000	
616863959258	December ER Paid Health Insurance	7,666.54	11/15/2024	609-497-9760-41310-0000	
616863959258	December ER Paid Health Insurance	1,979.25	11/15/2024	205-450-5205-41310-0000	
616863959258	December ER Paid Health Insurance	624.75	11/15/2024	100-410-1941-41310-0000	
616863959258	December ER Paid Health Insurance	5,484.73	11/15/2024	602-495-9490-41310-0000	
Check Total:		103,286.50			
Vendor: hencosh	Hennepin County Accounts Receivable			Check Sequence: 21	ACH Enabled: False
1000234651	Radio Fleet Fee October	555.60	11/15/2024	100-430-3000-43250-0000	
Check Total:		555.60			
Vendor: henpu	Hennepin County Recorder			Check Sequence: 22	ACH Enabled: False
1000234996	RecordEASE Web Transactions November	32.50	11/15/2024	100-430-3000-44300-0000	
1000234996	RecordEASE Web Transactions November	32.50	11/15/2024	100-410-1325-44300-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	65.00			
Vendor: hente	Hennepin Technical College			Check Sequence: 23	ACH Enabled: False
1249049	Instructor II-Hagen	400.00	11/15/2024	100-420-2210-44360-0000	
1249049	Officer I-Hudson	400.00	11/15/2024	100-420-2210-44360-0000	
1249049	EMT-Beach & Carlson	4,400.00	11/15/2024	100-420-2210-44360-0000	
	Check Total:	5,200.00			
Vendor: hohen	Hohensteins Inc			Check Sequence: 24	ACH Enabled: False
766338	Beer	817.90	11/15/2024	609-497-9760-42520-0000	
	Check Total:	817.90			
Vendor: impda	Imperial Dade			Check Sequence: 25	ACH Enabled: False
4304607	GP 19378 COMPACT TOILET TISSUE	130.02	11/15/2024	100-410-1941-42102-0000	
4304607	DAL LAVANDA VERDE SOAP FOAMING HA	65.14	11/15/2024	100-410-1941-42102-0000	
4304607	GP 89460 ENMOTION TOWEL WHITE ROLL	258.12	11/15/2024	100-410-1941-42102-0000	
	Check Total:	453.28			
Vendor: johbr	Johnson Brothers Liquor Co.			Check Sequence: 26	ACH Enabled: False
2655573	Liquor	1,309.97	11/15/2024	609-497-9760-42510-0000	
2655574	Wine	1,232.00	11/15/2024	609-497-9760-42530-0000	
2655608	Liquor	1,980.15	11/15/2024	609-497-9760-42510-0000	
2655609	Wine	5,210.78	11/15/2024	609-497-9760-42530-0000	
2655610	Liquor	10,507.16	11/15/2024	609-497-9760-42510-0000	
6872000	Liquor	781.71	11/15/2024	609-497-9760-42510-0000	
6872001	Wine	2,306.22	11/15/2024	609-497-9760-42530-0000	
6872002	Mix	83.22	11/15/2024	609-497-9760-42540-0000	
6872037	Liquor	2,228.11	11/15/2024	609-497-9760-42510-0000	
6872038	Wine	4,223.52	11/15/2024	609-497-9760-42530-0000	
6872039	Mix	201.00	11/15/2024	609-497-9760-42540-0000	
7494362	Wine	910.00	11/15/2024	609-497-9760-42530-0000	
7494363	Wine	1.75	11/15/2024	609-497-9760-42530-0000	
	Check Total:	30,975.59			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: kjoen	Kjolhaug Environmental Serv. Co., Inc.			Check Sequence: 27	ACH Enabled: True
807508	2023-076 - Veit Kemmetmueller Delineation LG	360.00	11/15/2024	603-496-9495-43030-8150	
807556	2024-158 - Met Council Crow River Oct	1,340.10	11/15/2024	603-496-9495-43030-8150	
807580	2021-050 - Laurel Creek CR117 Mont. Sept/Oct	2,870.64	11/15/2024	603-496-9495-43030-8150	
	Check Total:	4,570.74			
Vendor: lanen	Landform Professional Services, LLC			Check Sequence: 28	ACH Enabled: True
36037	Sign Ordinance 09/2024	5,832.20	11/15/2024	100-410-1910-43100-0000	
	Check Total:	5,832.20			
Vendor: lanli	Language Line Services			Check Sequence: 29	ACH Enabled: False
11446924	October Interpreter Services	122.40	11/15/2024	100-420-2100-43100-0000	
	Check Total:	122.40			
Vendor: locsu	Locators & Supplies, Inc.			Check Sequence: 30	ACH Enabled: False
0317800-IN	AER-1245 Aervoe Marking Stick Ergonomic Tri	39.99	11/15/2024	602-495-9490-42100-0000	
0317800-IN	AER-750 Blue Pavement Striping Paint Aervoe	84.99	11/15/2024	601-494-9440-42100-0000	
0317800-IN	AER-248 Fl. Green Construction Marking Paint	111.98	11/15/2024	602-495-9490-42100-0000	
0317800-IN	Freight	33.42	11/15/2024	602-495-9490-42100-0000	
0317800-IN	AER-1245 Aervoe Marking Stick Ergonomic Tri	39.99	11/15/2024	601-494-9440-42100-0000	
0317800-IN	AER-254 Blu E Construction Marking Paint 20	111.98	11/15/2024	601-494-9440-42100-0000	
0317800-IN	Freight	33.42	11/15/2024	601-494-9440-42100-0000	
	Check Total:	455.77			
Vendor: lubte	Lubrication Technologies, Inc.			Check Sequence: 31	ACH Enabled: False
3633427	Lube-Tech Endurance Full Synt Etic 5W-30 Dex	1,125.36	11/15/2024	100-000-0000-14150-0000	
3654794	Mobil SHC Rarus 32 - 5 GA Pail	336.43	11/15/2024	100-430-3000-42120-0000	
	Check Total:	1,461.79			
Vendor: lyn&mc	Lynde & McLeod, Inc			Check Sequence: 32	ACH Enabled: False
1023363	YARDWASTE ACTIVITY FOR OCTOBER	5,126.68	11/15/2024	100-450-5200-43180-0000	
	Check Total:	5,126.68			
Vendor: maceq	MacQueen Equipment, Inc.			Check Sequence: 33	ACH Enabled: True

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
P38306	Relief Valve	156.05	11/15/2024	100-420-2210-44040-0000	
	Check Total:	156.05			
Vendor: marjoh	John Mara			Check Sequence: 34	ACH Enabled: False
RNC24-000401	Escrow - Trees 23355 Saddle Ridge Dr	500.00	11/15/2024	100-000-0000-22030-0000	
RNC24-000401	Warning Siren Fee 23355 Saddle Ridge Dr	100.00	11/15/2024	100-420-2500-32259-0000	
	Check Total:	600.00			
Vendor: menar	Menards, Inc.			Check Sequence: 35	ACH Enabled: True
39741	Supplies To Build Tennis Center Sidewalk Cover	212.16	11/15/2024	404-450-5200-45300-0000	
39846	3FT MEASURING WHEEL	64.97	11/15/2024	100-430-3120-42105-0000	
39857	Painting & Staining Supplies For Park Signs	123.17	11/15/2024	100-450-5200-42100-0000	
39903	1/8(1/8CAT)4X8 HARDBOARD-FOR MUNI S	50.88	11/15/2024	609-497-9770-42100-0000	
39905	2X4-8 STUD/#2+BTR SPF	13.36	11/15/2024	100-430-3120-42104-0000	
39905	20" PLATINUM HD BRACKET	43.96	11/15/2024	100-430-3120-42104-0000	
	Check Total:	508.50			
Vendor: metcou	Metropolitan Council Environmental Services			Check Sequence: 36	ACH Enabled: True
October 2024	SAC Report 10/24	81,184.95	11/15/2024	408-430-3330-43851-0000	
	Check Total:	81,184.95			
Vendor: norme	North Memorial			Check Sequence: 37	ACH Enabled: True
8885033	Heartsaver Ecards - Citizen Academy Class	425.00	11/15/2024	100-420-2100-44385-0000	
	Check Total:	425.00			
Vendor: nwhle	NW Henn. League of Municipalities			Check Sequence: 38	ACH Enabled: False
2025	2025 Northwest Hennepin League Of Municipali	200.00	11/15/2024	100-410-1325-44330-0000	
	Check Total:	200.00			
Vendor: omabr	Omamn Brothers Inc.			Check Sequence: 39	ACH Enabled: False
33378	Trail Reclaim - Fox Creek West	2,400.00	11/15/2024	404-450-5200-45300-0000	
33378	Trail Reclaim - Fox Creek West	-2,400.00	11/15/2024	404-000-0000-10100-4017	
33378	Trail Reclaim - Fox Creek West	2,400.00	11/15/2024	404-000-0000-10100-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	2,400.00			
Vendor: premr	PreCise MRM LLC			Check Sequence: 40	ACH Enabled: True
IN001-2018011	Ext. Duty Seal 2.8cid - 4 Bolt - 1" Nickel Keyed	409.44	11/15/2024	100-430-3120-42010-0000	
	Check Total:	409.44			
Vendor: repse	Republic Services #899			Check Sequence: 41	ACH Enabled: False
0899-004602828	Curbside Recycling October	22,715.10	11/15/2024	100-430-3245-43100-0000	
0899-004607590	PW-Garbage October	155.03	11/15/2024	100-430-3000-43840-0000	
0899-004607590	CH-Garbage October	66.44	11/15/2024	100-410-1940-43840-0000	
	Check Total:	22,936.57			
Vendor: rogtr	Rogers True Value Hardware Inc			Check Sequence: 42	ACH Enabled: False
28726	WEDGE ANCHOR 3/8X2 1/4	44.99	11/15/2024	449-420-2210-44310-2209	
28752	3/4" Galv Coupling/Stop	3.99	11/15/2024	100-420-2100-42102-0000	
28764	MM 5.5" ORG Util Knife	4.99	11/15/2024	601-494-9440-42104-0000	
28764	1x1 -3/8x50 CLR Tubing	53.88	11/15/2024	601-494-9440-42104-0000	
28764	11/16-1-1/2 SS Clamp	2.99	11/15/2024	601-494-9440-42104-0000	
28770	Elec BasebordThermostat	21.99	11/15/2024	601-494-9440-42102-0000	
28770	32OZ THE WORKS BOWL CLNR	17.96	11/15/2024	601-494-9440-42102-0000	
28770	3/4x4 RED BRS Nipple	13.99	11/15/2024	601-494-9440-42102-0000	
28770	20PK16-14Fem Disconnect	2.99	11/15/2024	601-494-9440-42102-0000	
28770	1/2x260" PTFE Seal Tape	7.74	11/15/2024	601-494-9440-42102-0000	
28770	FLAT DSCONN FM 22-18GA	2.79	11/15/2024	601-494-9440-42102-0000	
	Check Total:	178.30			
Vendor: johla	SiteOne Landscape Supply			Check Sequence: 43	ACH Enabled: False
147972069-001	SPEARS PVC EXPANSION REPAIR S118-20 C	32.48	11/15/2024	410-450-5200-45300-2104	
147972069-001	PVC PIPE 2 IN. X 20 FT. SDR-26 (CL 160) 2P\	22.70	11/15/2024	410-450-5200-45300-2104	
147972069-001	429-020 SCH 40 PVC COUPLING 2 IN. SOCK	1.29	11/15/2024	410-450-5200-45300-2104	
	Check Total:	56.47			
Vendor: souwi	Southern Glazers Wine & Spirits of Minnesota			Check Sequence: 44	ACH Enabled: False
2548053	Liquor	306.41	11/15/2024	609-497-9760-42510-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
2548054	Liquor	7,606.38	11/15/2024	609-497-9760-42510-0000	
2548055	Wine	1,464.51	11/15/2024	609-497-9760-42530-0000	
	Check Total:	9,377.30			
Vendor: strei	Streicher's Inc.			Check Sequence: 45	ACH Enabled: False
I1727305	Uniforms - Alterations - Beck	6.00	11/15/2024	100-420-2100-42180-0000	
I1727369	2024 Wellness Allowance - Petereson	135.98	11/15/2024	207-420-2100-42105-0000	
I1727452	Uniform Items - Steele (Reserve)	141.97	11/15/2024	100-420-2100-42180-0000	
I1727571	Uniforms - Alterations - Wegner	15.00	11/15/2024	100-420-2100-42180-0000	
	Check Total:	298.95			
Vendor: usilo	USIC Holdings, Inc			Check Sequence: 46	ACH Enabled: False
695469	Locates 10/28/24 - 11/3/24	21.50	11/15/2024	602-495-9490-43150-0000	
695469	Locates 10/28/24 - 11/3/24	7.00	11/15/2024	603-496-9495-43150-0000	
695469	Locates 10/28/24 - 11/3/24	21.50	11/15/2024	601-494-9440-43150-0000	
696799	Locates 11/4/24 - 11/10/24	21.50	11/15/2024	602-495-9490-43150-0000	
696799	Locates 11/4/24 - 11/10/24	21.50	11/15/2024	601-494-9440-43150-0000	
696799	Locates 11/4/24 - 11/10/24	7.00	11/15/2024	603-496-9495-43150-0000	
	Check Total:	100.00			
Vendor: vonco	Vonco II, LLC			Check Sequence: 47	ACH Enabled: True
V2 0000083283	C & D Waste Tons	114.29	11/15/2024	100-430-3000-43840-0000	
	Check Total:	114.29			
Vendor: grain	W.W. Grainger, Inc.			Check Sequence: 48	ACH Enabled: True
9306031080	2FNP8 0.7WT3-1/4MINIATURE BAYONET (B	90.66	11/15/2024	601-494-9440-42104-0000	
9306031080	2PAR2 HOUR METER ELECTRICAL 3-HOLE	28.84	11/15/2024	601-494-9440-42104-0000	
9306031080	11W267 UNION 3/4 IN SCHEDULE 80 FNPT (	42.00	11/15/2024	601-494-9440-42104-0000	
9306031080	6NG66 COUPLING 3/4 IN SCHEDULE 80FNP	19.44	11/15/2024	601-494-9440-42104-0000	
	Check Total:	180.94			
Vendor: watla	Water Laboratories, Inc.			Check Sequence: 49	ACH Enabled: True
10253	Water Testing Oct 24	180.00	11/15/2024	601-494-9440-44080-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	180.00			
Vendor: webal 13598-17217	Webaloo LLC Communications Consultant 10/28/24 - 11/3/24	341.25	11/15/2024	Check Sequence: 50 100-410-1325-43100-0000	ACH Enabled: True
	Check Total:	341.25			
Vendor: thore 851016428	West Publishing Corporation October Online Investigation Services	323.00	11/15/2024	Check Sequence: 51 100-420-2100-43100-0000	ACH Enabled: False
	Check Total:	323.00			
Vendor: witpu INV565669	Witmer Public Safety Group NY Hooks X4	540.68	11/15/2024	Check Sequence: 52 207-420-2210-42105-0000	ACH Enabled: False
	Check Total:	540.68			
Vendor: wruse 125215	Wruck Sewer & Portable Rental Porta Potty Rental For Parks - Oct 2024	954.08	11/15/2024	Check Sequence: 53 100-450-5200-43100-0000	ACH Enabled: False
	Check Total:	954.08			
Vendor: xcele XX-0013206663-X	Xcel Energy Removal of Transformer for Future Turf Facility	2,840.54	11/15/2024	Check Sequence: 54 410-450-5200-45300-2201	ACH Enabled: False
	Check Total:	2,840.54			
	Total for Check Run:	395,022.43			
	Total of Number of Checks:	54			



STAFF REPORT

Meeting Date: November 26, 2024

ROGERS CITY COUNCIL

Agenda Item: 5.3

Subject: Approval of Resolution 2024-109 Approving the Proposed Preliminary Plat, Final Plat, and Site Plan for the Veit Headquarters Expansion at 14000 Veit Place

Prepared By: Brett Angell, Community Development Director

Overview / Background / Analysis

Veit & Company, LLC ("Applicant") has submitted land use applications related to a proposed 13,924 square foot expansion to their existing headquarters facility at 14000 Veit Place ("Subject Property"). Due to the existing lot lines for the properties, the expansion also requires the re-platting of the existing parcels. Currently, the headquarters location consists of seven separate parcels and has city right-of-way running through the middle of the site related to the former alignment of Industrial Boulevard. The proposed plat would clean up the existing parcel boundaries to create two lots.

Property Information

The Subject Property is approximately 22.5 acres in size and is zoned as GI - General Industrial and is guided in the 2040 Comprehensive Plan as Industry (industrial). The proposed use of the facility would remain consistent with what is seen today. The use meets the zoning and guidance for the property. Veit originally moved into this location and began its operations as the headquarters for Veit in 1981. Adjacent used to the Subject Property include residential to the south, wetland to the west, I-94 to the north, and industrial to the east.

Building Addition Information

The proposed 13,924 square foot addition would be on the south-west side of the existing headquarters building. The proposed addition would be used to expand the existing vehicle maintenance capabilities for the location. The proposed addition would be a total of 45 feet in height. The proposed architecture of the proposed addition would match the existing building with a combination of precast concrete, metal accents, and glazing. The existing maintenance area and corresponding offices that would be adjacent to the proposed addition would be renovated at the same time.

The proposed addition meets all code requirements related to maximum height, minimum setbacks, and architectural standards.

Proposed Plat

The proposed plat, named Veit Headquarters Addition, would utilize the seven existing parcels and re-plat them as two separate parcels. Lot 1 Block 1 would have a total size of 21.33 acres and would be the primary parcel. This parcel houses the current

headquarters facility, including the proposed building expansion location, as well as parking and storage. Lot 1, Block 2 is directly across Industrial Blvd and would be a total of 1.15 acres. This lot is currently being used for, and will continue to be used for, exterior storage by Veit. The proposed lots meet the platting requirements of the city. The proposed plat will require the vacation of easements and right-of-way. These vacations will be subject to the review of the City Council at the November 26th meeting. The proposed final plat is aligned with the preliminary plat.

Planning Commission Review

This item was reviewed at the Wednesday, November 6th meeting of the Planning Commission. No members of the public spoke at the public hearing and there were no concerns of the Planning Commission related to this request. The item was unanimously recommended for approval.

Staff Recommendation

Motion to approve Resolution 2024-109 approving the preliminary plat, final plat, and site plan for the Veit headquarters expansion at 14000 Veit Place, subject to the conditions as defined in the resolution.

Financial Impact: Not applicable.

Source Fund: Not applicable.

Budgeted? N/A

Supporting Documentation

- A. Resolution 2024-109
- B. Location Map
- C. Final Plat
- D. Civil Plans and Preliminary Plat
- E. Elevations and Floor Plan
- F. Photometric Plan

RESOLUTION NO. 2024-109

A RESOLUTION GRANTING APPROVAL OF THE PRELIMINARY PLAT, FINAL PLAT, AND SITE PLAN RELATED TO VEIT HEADQUARTERS EXPANSION AT 14000 VEIT PLACE

WHEREAS, Veit & Company, LLC (“Owner”) has requested from the City of Rogers (“City”) Preliminary Plat, Final Plat, and Site Plan approval related to a 13,924 square foot expansion of their headquarters building, (“Development”); and,

WHEREAS, the Development is proposed at 14000 Veit Place (PIDs 15-120-23-24-0040, 15-120-23-24-0006, and 15-1120-23-24-0007) (“Subject Property”); and,

WHEREAS, the Subject Property is approximately 22.48 acres in size and is zoned as GI – General Industry and guided as Industry in the 2040 Comprehensive Plan; and,

WHEREAS, the proposed Preliminary Plat intends to create two separate lots. Lot 1, Block 1 Veit Headquarters as a 21.33-acre parcel of the headquarters. Lot 1, Block 2, Veit Headquarters as a 1.15-acre parcel currently used by Veit for storage purposes; and,

WHEREAS, the Development proposes an addition to the existing building to add additional maintenance facilities and the re-plat related to fixing current lot lines issues and creating a campus lot; and,

WHEREAS, section 125-27 – Site Plan governs the procedures around site plan review processes, and subsection (b) states: “site plan review and approval are required for a new development” 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 proposed development does not create a new or expand an existing nonconformity and satisfies zoning and site plan review standards; and

WHEREAS, pursuant to Minnesota Statute §462.357 the Planning Commission (“Commission”) held a Public Hearing (“Hearing”) on November 6th, 2024 to consider and receive public comment regarding the proposed Preliminary Plat; and,

WHEREAS, notice of the Hearing was posted, published in the City’s official newspaper, and mailed to any and all owners of affected properties, as required by State Statute; and,

WHEREAS, verbal comment was received and considered by the Commission; and,

WHEREAS, following the, Hearing the Commission recommended approval of the proposed Veit Headquarters Preliminary Plat, Final Plat, and Site Plan.

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF ROGERS, MINNESOTA, that the Preliminary Plat, Final Plat for Veit Headquarters Addition and the Site Plan for a building expansion at 14000 Veit Place is hereby approved with the following conditions as established by the City Council:

1. Final Plat shall conform to any requirements resulting from city staff and the city Attorney's review of the title work and plat opinion.
2. An easement encroachment agreement related to the existing retaining wall and signage in easement area shall be required.
3. Building permit for the approved addition shall not be issued until proof of recording of the Final Plat is provided to the city.
4. The approval of the Final Plat is subject to the approval of a vacation of easements and right-of-way by the city.
5. Developer shall meet the requirements and review comments of the City Engineer, City Planner, and Fire Department prior to issuance of a building permit or recording of the final plat.
6. A SAC Determination shall be obtained related to the approved addition and all applicable building permit fees shall be paid prior to issuance of the building permit.
7. Any signage related to the additional shall be subject to a separate review and approval by the city.
8. Except as otherwise expressly authorized by city resolution or ordinance, all aspects of the development shall comply with all applicable state laws, city codes, ordinance, and regulations.

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 26th day of November, 2024.

Rick Ihli, Mayor

ATTEST:

Stacie Brown, City Clerk

EXHIBIT A

Existing Legal Descriptions:

Parcel 1

That part of Lots 1 and 2, Block 1, embraced within the East 102.96 feet of the Northwest Quarter of Section 15, Township 120, Range 23, VEIT ADDITION.

All embraced within the VEIT ADDITION.

Parcel 2

Lot 3, Block 1, and that part of Lot 1, Block 2, embraced within the East 1026.96 feet of the Northwest Quarter of Section 15, Township 120, Range 23.

Parcel 3

That part of vacated Veit Place, dedicated in the plat of the VEIT ADDITION, embraced within the East 1026.96 feet of the Northwest Quarter of Section 15, Township 120, Range 23, lying west of a line drawn 120 feet west of and parallel with the east line of Lot 1, Block 2, VEIT ADDITION and its northerly extension.

Parcel 4

The Southwesterly 50 feet of the Southeasterly 120 feet of Tract A described as: a strip being that part of the following tract:

Tract A: that part of the Southeast Quarter of the Northwest Quarter of Section 15, Township 120 North, Range 23 West, Hennepin County, Minnesota, being a tract of land 110 feet in width, adjoining and southwesterly of the lands hereinafter described in the following described strip, beginning opposite of a point of Line 1 described below, distant 2753.5 feet southeasterly of its point of beginning (measured along said Line 1), and extending northwesterly to the west line of the east 1026.96 feet of said Southeast Quarter of the Northwest Quarter.

Which lies within a distance of 100 feet southwesterly and 164 feet northeasterly of Line 1 described below:

That part of the Southwest Quarter of the Northwest Quarter of Section 15, Township 120 North, Range 23 West, lying East of a line drawn parallel to and 1026.96 feet west (measured at right angles) from the east line of the Northwest Quarter of said Section 15, except that part thereof lying south of the northeasterly right of way line of the Great Northern Railway Company.

Line 1: Beginning at a point on the north line of Section 16, Township 120 North, Range 23 West, distant 39.1 feet west of the northeast corner thereof: thence southeasterly at an angle of 40 degrees 58 minutes 30 seconds from said north section line (measured from east to south) for 3859.31 feet and there terminating.

Per Torrens Certificate No. 1304219

Parcel 5

Also that part of the Northwest Quarter of Section 15, Township 120, Range 23, described as follows: beginning at the southwest corner of Lot 1, Block 2, VEIT ADDITION, thence North 28 degrees 40 minutes, 12 seconds East, plat bearing, along the westerly line of said VEIT ADDITION a distance of 490.00 feet; thence North 83 degrees 49 minutes 22 seconds West

471.90 feet; thence southerly along a tangential curve, concave to the east, radius 40.00 feet, central angle of 87 degrees 30 minutes 14 seconds, 61.09 feet; thence South 08 degrees 40 minutes 24 second West, tangent to said curve 355 feet more or less to the intersection with the northerly right-of-way line of Burlington Northern Railroad; thence easterly along said northerly right-of-way line 345 feet more or less to the point of beginning.

Parcel 6

That part of Lot 1, Block 1, and Lot 1, Block 2, and that part of vacated Veit Place lying West of the East 1026.96 feet of the Northwest Quarter of Section 15, Township 120, Range 23, VEIT ADDITION

Parcel 7

Hynes Drive, VEIT ADDITION, as vacated per Document Number 9036609

(Abstract and Torrens Property)

Proposed Legal Descriptions:

Lot 1, Block 1, Veit Headquarters Addition, Hennepin County, Minnesota

AND

Lot 1, Block 2, Veit Headquarters Addition, Hennepin County, Minnesota

G. R. DOQ. NO. _____
P. T. DOQ. NO. _____

By: _____, Mayor By: _____, Manager

Mark V. Chapin, Hennepin County Auditor by _____, Deputy

SURVEY ORIGIN: Hennepin County, Minnesota
Pursuant to Minn. Stat. Sec. 383B.365 (1960), this plat has been approved this _____ day of _____, 20____.

Chris F. Meigs, Hennepin County Surveyor by _____

COUNTY RECORDER, Hennepin County, Minnesota
I hereby certify that this within plat of LOT HEADQUARTERS was recorded in the office this _____ day of _____, 2021 at _____ o'clock
—m.

Martin McCormick, County Recorder by _____ , Deputy

RECEIVED OF TITLE, Hennepin County, Minnesota
I hereby certify that the within plat of LOT HEADQUARTERS was filed in this office this _____ day of _____
20____ at _____ o'clock _____ M.

Amber Bougie, Registrar of Titles by _____, Deputy

Signature _____

Notary Public, _____ County, Minnesota

My Commission Expires: _____

SURVEYORS CERTIFICATE

I, Nicholas HAYES, do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all measurements depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, are of the date of the certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 20____

Nicholas Hinner, Licensed Land Surveyor
Minnesota License No. 45774

STATE OF MINNESOTA
COUNTY OF _____
This instrument was acknowledged before me this _____ day of _____, 20____ by Nicholas Hillner

Signature _____

Figures 1

My Commission Expires: _____

ANDERSON
ENGINEERING • ARCHITECTURE • LAND SURVEYING
ENVIRONMENTAL SERVICES • LANDSCAPE ARCHITECTURE

G. R. DOB. NO. _____
F. T. DOB. NO. _____





LOCATION MAP



VEIT HEADQUARTERS

C. R. DOC. NO. _____
R. T. DOC. NO. _____

KNOW ALL PERSONS BY THESE PRESENTS: That Veit Companies, LLC, a Minnesota limited liability company, fee owner of the following described property:

Par 1:
That part of Lots 1 and 2, Block 1, embraced within the East 1026.96 feet of the Northwest Quarter of Section 15, Township 120, Range 23, Veit Addition.

Par 2:
Lot 3, Block 1, and
That part of Lot 1, Block 2, embraced within the East 1026.96 feet of the Northwest Quarter of Section 15, Township 120, Range 23,
All embraced within Veit Addition.

Par 3:
That part of vacated Veit Place, dedicated in the plat of Veit Addition, embraced within the East 1026.96 feet of the Northwest Quarter of Section 15, Township 120, Range 23, lying west of a line drawn 120 feet west of and parallel with the east line of Lot 1, Block 2, Veit Addition and its northerly extension.

Par 4:
The Southwesterly 50 feet of the Southeasterly 120 feet of Tract A described below:

Tract A: That part of the Southeast Quarter of the Northwest Quarter of Section 15, Township 120 North, Range 23 West, Hennepin County, Minnesota, being a tract of land 110 feet in width, adjoining and southwesterly of the lands hereinafter described in the following described strip, beginning opposite a point of Line 1 described below, distant 2753.5 feet southeasterly of its point of beginning (measured along said Line 1), and extending northwesterly to the west line of the east 1026.96 feet of said Southeast Quarter of the Northwest Quarter;

A strip being that part of the following described tract:

That part of the Southeast Quarter of the Northwest Quarter of Section 15, Township 120 North, Range 23 West, lying East of a line drawn parallel to and 1026.96 feet west (measured at right angles) from the east line of the Northwest Quarter of said Section 15, except that part thereof lying south of the northeasterly right of way line of the Great Northern Railway Company;

Which lies within a distance of 100 feet southwesterly and 164 feet northeasterly of Line 1 described below:

Line 1: Beginning at a point on the north line of Section 16, Township 120 North, Range 23 West, distant 39.1 feet west of the northeast corner thereof; thence southeasterly at an angle of 40 degrees 58 minutes 30 seconds from said north section line (measured from east to south) for 3859.31 feet and there terminating.

TORRENS PROPERTY; Certificate of Title No. 1304219

And

Lots 1 and 2, Block 1, Veit Addition, EXCEPT those parts embraced within the East 1026.96 feet of the Northwest Quarter of Section 15, Township 120, Range 23, Veit Addition, Hennepin County, Minnesota.

AND

Lot 1, Block 2, EXCEPT that part embraced within the East 1026.96 feet of the Northwest Quarter of Section 15, Township 120, Range 23, Veit Addition, Hennepin County, Minnesota.

Abstract property

Has caused the same to be surveyed and platted as VEIT HEADQUARTERS and does hereby dedicate to the public for public use the boulevard and drainage and utility easements as created by this plat.

In witness whereof said Veit Companies, LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this _____ day of _____, 20____.

Signed: _____, its _____

STATE OF _____
COUNTY OF _____
This instrument was acknowledged before me this _____ day of _____, 20____, by _____, _____ of Veit Companies LLC, a Minnesota limited liability company.

Signature

Printed
Notary Public, _____ County, Minnesota
My Commission Expires: _____

SURVEYORS CERTIFICATE

I, Nicholas Hillmer, do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this_____ day of_____, 20____.

Nicholas Hillmer, Licensed Land Surveyor
Minnesota License No. 45774

STATE OF MINNESOTA
COUNTY OF _____
This instrument was acknowledged before me this _____ day of _____, 20____, by Nicholas Hillmer.

Signature

Printed
Notary Public, _____ County, Minnesota
My Commission Expires: _____

CITY COUNCIL, CITY OF ROGERS, MINNESOTA

This plat of VEIT HEADQUARTERS was approved and accepted by the City Council of the City of Rogers, Minnesota at a regular meeting thereof held this _____ day of _____, 20____ and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

CITY COUNCIL, CITY OF ROGERS, MINNESOTA

by: _____, Mayor by: _____, Manager

RESIDENT AND REAL ESTATE SERVICES, Hennepin County, Minnesota

I hereby certify that taxes payable in _____ and prior years have been paid for land described on this plat, dated this _____ day of _____, 20____.

Mark V. Chapin, Hennepin County Auditor by: _____, Deputy

SURVEY DIVISION Hennepin County, Minnesota
Pursuant to MN. STAT. Sec. 383B.565 (1969), this plat has been approved this _____ day of _____, 20____.

Chris F. Mavis, Hennepin County Surveyor by: _____

COUNTY RECORDER, Hennepin County, Minnesota.
I hereby certify that the within plat of VEIT HEADQUARTERS was recorded in this office this _____ day of _____, 2021 at ____ o'clock ____m.

Martin McCormick, County Recorder by: _____, Deputy

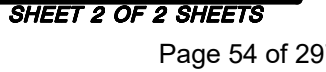
REGISTRAR OF TITLES, Hennepin County, Minnesota
I hereby certify that the within plat of VEIT HEADQUARTERS was filed in this office this _____ day of _____, 20____ at ____ o'clock ____ M.

Amber Bougie, Registrar of Titles by: _____, Deputy



ENGINEERING • ARCHITECTURE • LAND SURVEYING
ENVIRONMENTAL SERVICES • LANDSCAPE ARCHITECTURE

C. R. DOC. NO. _____
R. T. DOC. NO. _____





13605 1st Avenue N. #100
Plymouth, MN 55441 | ae-mn.com
P 763.412.4000 | F 763.412.4090
Anderson Engineering of Minnesota, LLC

VEIT
RODGERS
ADDITION

14000 VEIT PL,
ROGERS,MN 55369



NO.	DATE	DESCRIPTION OF REVISIONS
-----	------	--------------------------

[illegible]

PRELIMINARY PLAT SUBMITTAL
SEPTEMBER 20, 2024

DESIGNED: BJF	DRAWN: BJN	CHECKED BY: BJF
------------------	---------------	--------------------

DRAWING TITLE

EXISTING
CONDITIONS -
SHEET 2

DRAWING NO.

V2

PLOTTED: ---	COMM. NO. 17311
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Y:\17300\17311 kinghorn - veit addition - rogers\ 07 civil\ 01 cad files\ 02 xRefs\17311_s_base_civil.dwg

Oct 01, 2024 - 10:40am J.Dobias
Xref Filename: \ 17311 TITLE BLOCK VEIT



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Anderson Engineering of Minnesota, LLC

VEIT
RODGERS
ADDITION

14000 VEIT PL,
ROGERS,MN 55369



REVISION LOG

NO.	DATE	DESCRIPTION OF REVISIONS
-----	------	--------------------------

PRELIMINARY PLAT SUBMITTAL
SEPTEMBER 20, 2024

DESIGNED: BJF	DRAWN: BJN	CHECKED BY: BJF
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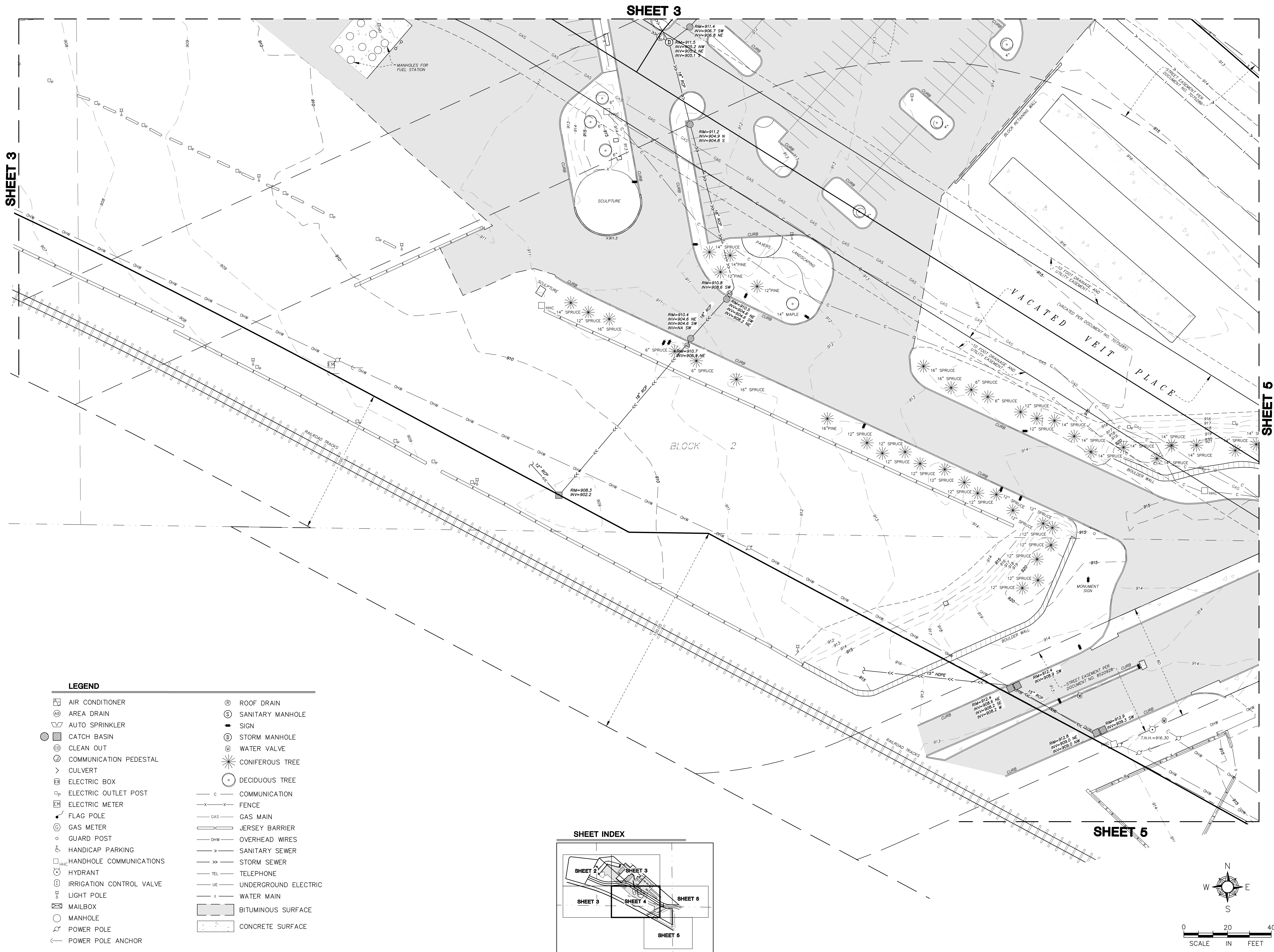
DRAWING TITLE

EXISTING
CONDITIONS -
SHEET 4

DRAWING NO.

V4

PLOTTED: ----	COMM. NO 17311
------------------	-------------------





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Anderson Engineering of Minnesota, LLC

VEIT
RODGERS
ADDITION

14000 VEIT PL,
ROGERS,MN 55369



REVISION LOG

[illegible]

PRELIMINARY PLAT SUBMITTAL
SEPTEMBER 20, 2024

DESIGNED: BJF	DRAWN: BJN	CHECKED BY BJF
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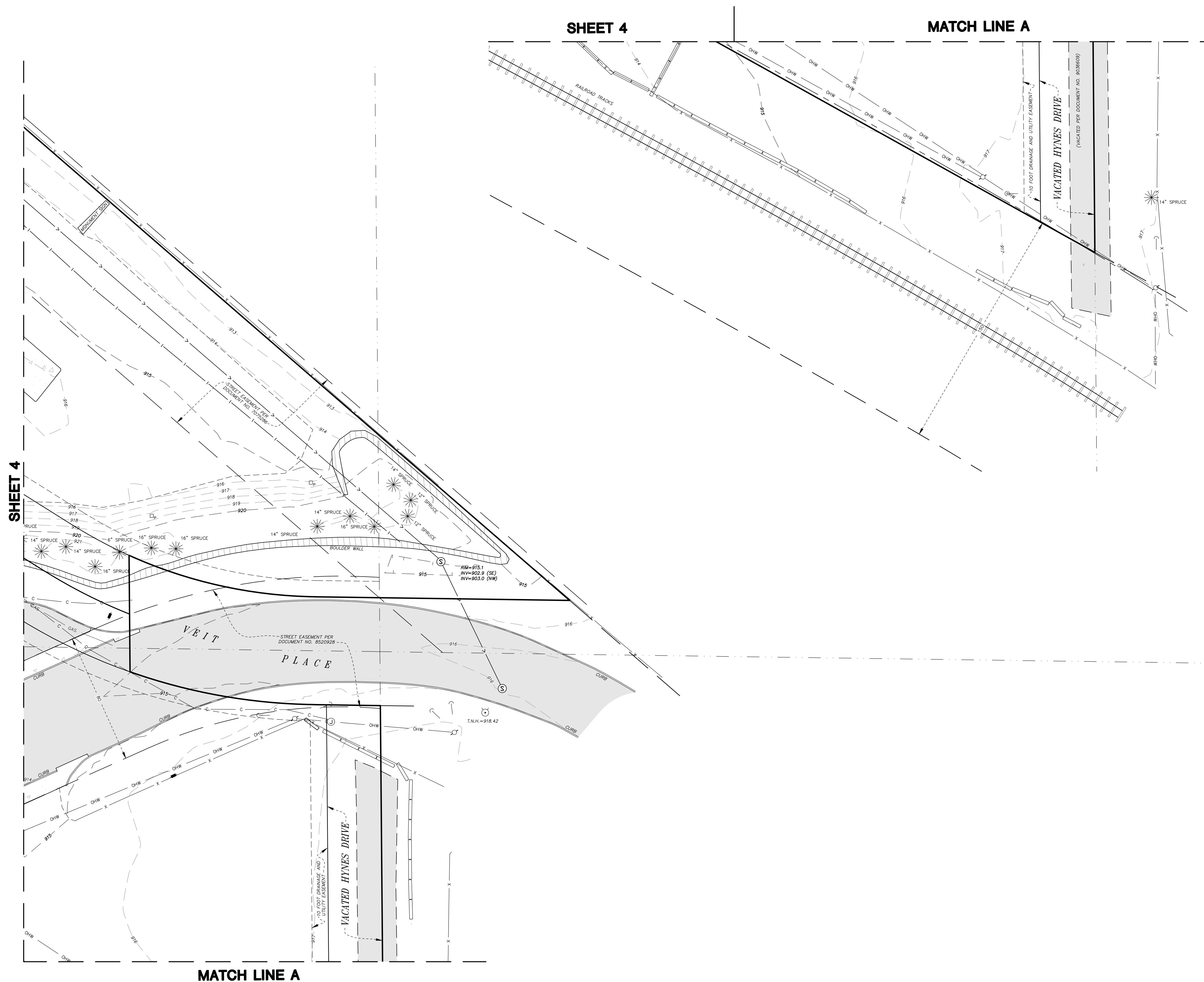
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EXISTING
CONDITIONS -
SHEET 5

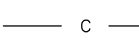
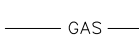
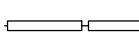
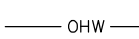
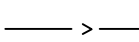
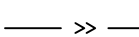
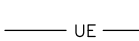
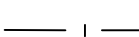
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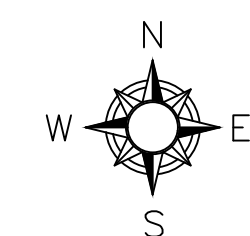
V5

PLOTTED: ---	COMM. NO. 17311
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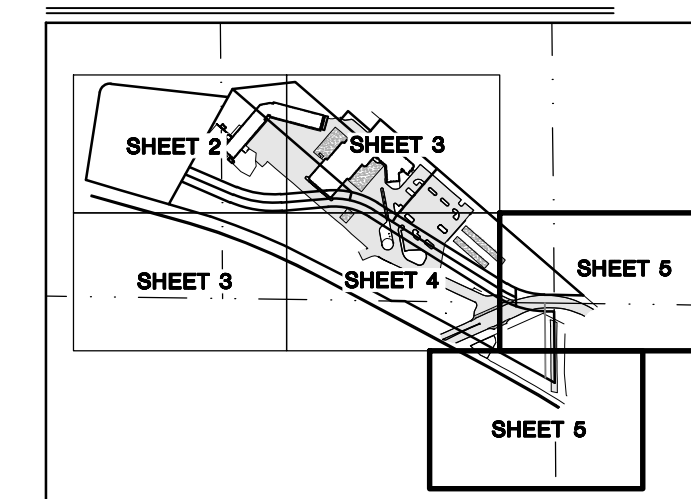


LEGEND

- | | |
|---|--------------------------|
|  | AIR CONDITIONER |
|  | AREA DRAIN |
|  | AUTO SPRINKLER |
|  | CATCH BASIN |
|  | CLEAN OUT |
|  | COMMUNICATION PEDESTAL |
|  | CULVERT |
|  | ELECTRIC BOX |
|  | ELECTRIC OUTLET POST |
|  | ELECTRIC METER |
|  | FLAG POLE |
|  | GAS METER |
|  | GUARD POST |
|  | HANDICAP PARKING |
|  | HANDHOLE COMMUNICATIONS |
|  | HYDRANT |
|  | IRRIGATION CONTROL VALVE |
|  | LIGHT POLE |
|  | MAILBOX |
|  | MANHOLE |
|  | POWER POLE |
|  | POWER POLE ANCHOR |
|  | ROOF DRAIN |
|  | SANITARY MANHOLE |
|  | SIGN |
|  | STORM MANHOLE |
|  | STORM VALVE |
|  | CONIFEROUS TREE |
|  | DECIDUOUS TREE |
|  | COMMUNICATION |
|  | FENCE |
|  | GAS |
|  | GAS MAIN |
|  | JERSEY BARRIER |
|  | OVERHEAD WIRES |
|  | SANITARY SEWER |
|  | STORM SEWER |
|  | TELEPHONE |
|  | UNDERGROUND ELECTRIC |
|  | WATER MAIN |
|  | BITUMINOUS SURFACE |
|  | CONCRETE SURFACE |



SHEET INDEX



Page 60 of 297



- | | |
|---|--|
|  | PROPERTY LIMITS |
|  | EXISTING 10' DRAINAGE AND UTILITY EASEMENT |
|  | EXISTING STREET EASEMENT |
|  | VACATE DRAINAGE AND UTILITY EASEMENT |
|  | VACATE STREET EASEMENT |
|  | VACATE DEDICATED RIGHT OF WAY |



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P 763.412.4000 | F 763.412.4090
Anderson Engineering of Minnesota, LLC

VEIT
RODGERS
ADDITION

14000 VEIT PL,
ROGERS,MN 55369



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.

PRINT NAME: BRIAN J. FIELD, PE

SIGNATURE: NOT FOR CONSTRUCTION

DATE: 9/20/2024 LICENSE NO. 57224

REVISION LOG

[illegible]

PRELIMINARY PLAT SUBMITTAL
SEPTEMBER 20, 2024

DESIGNED: BJF	DRAWN: BJN	CHECKED BY: BJF
------------------	---------------	--------------------

DRAWING TITLE

EASEMENT VACATION PLAN

DRAWING NO.

C2

PLOTTED: ----	COMM. NO. 17311
------------------	--------------------



PARK PLACE SELF STORAGE LLC
ZONE: R3 - MID-DENSITY RESIDENTIAL

VACATE 10'
D&U ESMT

INDUSTRIAL BLVD

VACATED PER
DOCUMENT NO. 7075285

VACATE 10'
D&U ESMT

INTERSTATE HIGHWAY NO. 94

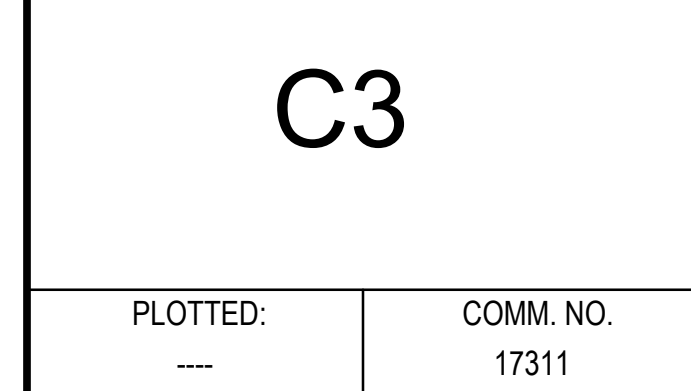
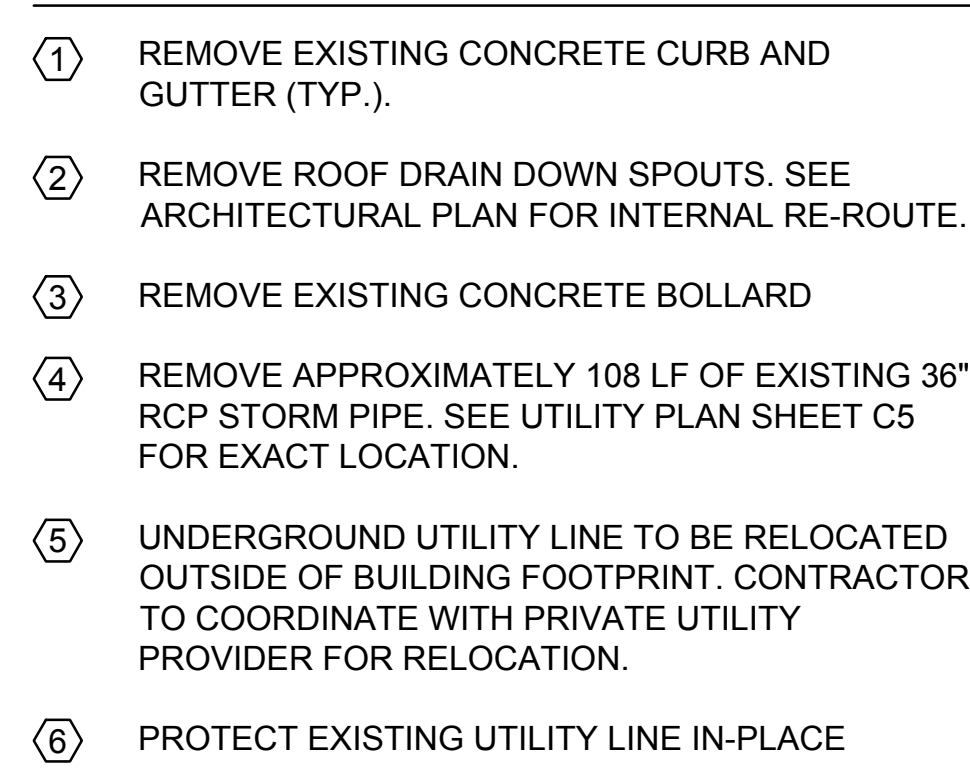
— VACATE 80' STREET EASEMENT

EXISTING VEIT
HEADQUARTERS

CITY OF ROGERS
ZONE: R2 - SINGLE FAMILY RESIDENTIAL

GT NORTHERN RY CO
ZONE: R4 - MIXED DENSITY RESIDENTIAL

Oct 01, 2024 - 10:41am
JDobias
Y:\17300\17311 kingdom - veit addition - rogers\ _07 civil\ _01 cad files\ _01 ESMT VACA.dwg
Xref Filename: \17311_s_base_civil\17311_TITLE BLOCK VETI



CALL 48 HOURS BEFORE DIGGING:
GOPHER STATE ONE CALL

TWIN CITY AREA (651)454-0002
MINNESOTA TOLL FREE 1-800-252-1166

1. GRADING CONTRACTORS SHALL VERIFY LOCATIONS AND ELEVATIONS OF ALL UNDERGROUND UTILITIES WITH THE RESPECTIVE UTILITY COMPANIES PRIOR TO CONSTRUCTION.
2. ALL EROSION CONTROL MEASURES CALLED FOR ON THESE PLANS AND SPECIFICATIONS, WHICH MAY INCLUDE SILT FENCE, SEDIMENTATION BASINS OR TEMPORARY SEDIMENT TRAPS, SHALL BE CONSTRUCTED AND SERVICEABLE IN THE FOLLOWING ORDER:
 - A. ROCK CONSTRUCTION ENTRANCES A MINIMUM OF 50 FEET
 - B. SILT FENCE
 - C. TEMPORARY CURBVERTS
 - D. TEMPORARY SEDIMENTATION BASINS AND OUTFALL FACILITIES
 - E. SORMWATER POND CONSTRUCTION
 - F. COMMON EXCAVATION AND EMBANKMENT (GRADING)
 - G. SEED AND MULCH OR GRASS
 - H. BIO-ROLL BARRIERS IN FINISHED GRADED AREAS
 - I. INLET AND OUTFALL FACILITIES SUBSEQUENT TO STORM SEWER WORK

3. GRADING CONTRACTOR SHALL PROVIDE AND MAINTAIN ALL EROSION CONTROL MEASURES IN ACCORDANCE WITH CITY AND NPDES PERMITS IF PERMITTING REQUIREMENTS AS WELL AS EROSION CONTROL MEASURES AS SPECIFIED IN THE GRADING SPECIFICATIONS. THE GRADING CONTRACTOR SHALL IMPLEMENT ANY ADDITIONAL EROSION CONTROL MEASURES AS MAY BE REQUIRED TO PREVENT EROSION OF EXPOSED SOILS.
4. ALL EROSION CONTROL FACILITIES SHALL BE MAINTAINED BY THE CONTRACTOR DURING GRADING OPERATIONS. ANY TEMPORARY FACILITIES WHICH ARE TO BE REMOVED AS CALLED FOR ON THESE PLANS AND SPECIFICATIONS SHALL BE REMOVED BY THE GRADING CONTRACTOR WHEN DIRECTED BY THE GRADING ENGINEER. THE GRADING CONTRACTOR SHALL BE RESPONSIBLY OBTAINED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS.
5. THE GRADING CONTRACTOR SHALL SCHEDULE THE SOILS ENGINEER SO THAT CERTIFICATION OF ALL CONTROL FLLS WILL BE FURNISHED TO THE OWNER DURING AND UPON COMPLETION OF THE PROJECT.
6. ALL DISTURBED AREAS, EXCEPT AREAS TO BE PAVED AND/OR SPECIFICALLY DESIGNATED BY A LANDSCAPE PLAN, SHALL BE COVERED WITH A MINIMUM OF 6" TOP SOIL OR AS INDICATED IN SPECIFICATIONS OR OTHERWISE SPECIFIED BY THE GRADING ENGINEER. COVER SHALL BE MAINTAINED AT ALL TIMES WITHIN 72 HOURS OF FINAL GRADING UNLESS OTHERWISE NOTED.

- SEED MIX: MNDOT NO. 25-141 50#/ ACRE
MULCH: TYPE 1 2 TONS / ACRE (DISK ANCHORED)
FERTILIZER: TYPE 3 22-5-10 350#/ ACRE
- ALL EXPOSED SOIL AREAS WITH A CONTINUOUS POSITIVE SLOPE WITHIN 200 LINEAL FEET OF ANY SURFACE WATER, MUST HAVE TEMPORARY EROSION PROTECTION OR PERMANENT COVER FOR THE EXPOSED SOIL AREAS YEAR ROUND, ACCORDING TO THE FOLLOWING TABLE OF SLOPES AND TIME FRAMES:

<u>TYPE OF SLOPE</u>	<u>TIME</u> (Maximum time an area can remain open when the area is not actively being worked)
STEEPER THAN 3:1	7 DAYS
10:1 TO 3:1	4 DAYS
FLATTER THAN 10:1	21 DAYS

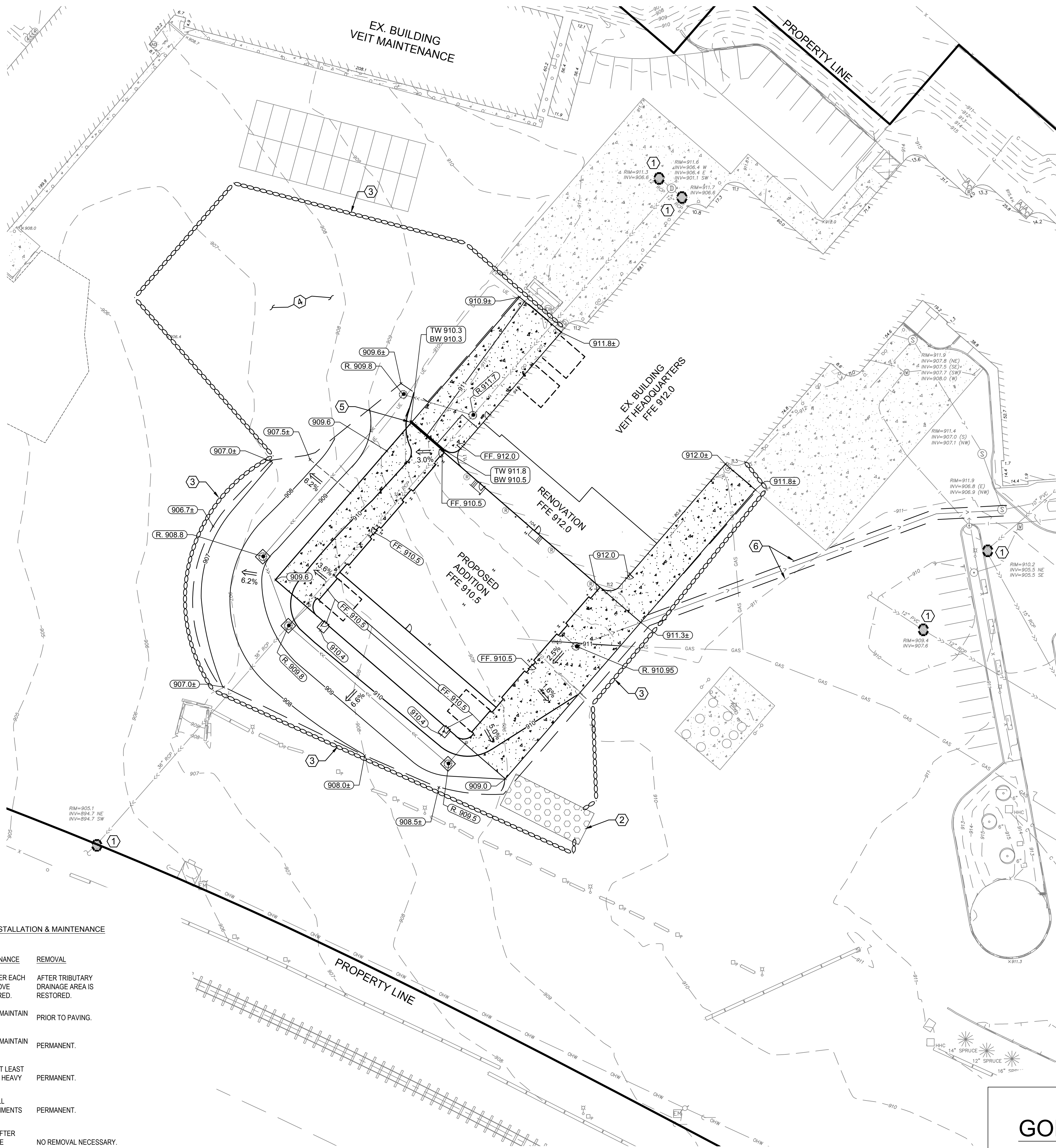
7. THE EXISTING TOPOGRAPHY AND CONTOUR ELEVATIONS SHOWN ON THE PLAN WERE TAKEN FROM A PLAN FURNISHED BY OWNER.
8. CONTRACTORS GRADING AND EROSION CONTROL OPERATIONS SHALL TAKE PLACE WITHIN THE CONSTRUCTION PERIOD.
9. IT IS REQUIRED THAT SOILS TRACKED FROM THE SITE BY MOTOR VEHICLES BE CLEANED FROM PAVED ROADWAY SURFACES THROUGHOUT THE DURATION OF CONSTRUCTION.
10. PROVIDE TEMPORARY SEDIMENTATION BASINS AS DIRECTED BY THE ENGINEER.
11. ALL REQUIREMENTS OF THE LOCAL WATERSHED DISTRICT SHALL BE SATISFIED PER THE APPROVED PERMIT.
12. ALL EROSION & SEDIMENT CONTROL MEASURES SHOWN ON THIS PLAN AND IMPLEMENTED IN THE FIELD AS DIRECTED BY THE ENGINEER SHALL CONFORM TO THE MPCA'S "PROTECTING WATER QUALITY IN URBAN AREAS: BEST MANAGEMENT PRACTICES FOR MINNESOTA".
13. DETERIORATING AND / OR BAIN DRAINING DISCHARGE SHALL BE DIRECTED TO SEDIMENTATION BASINS WHEREVER POSSIBLE. ALL DISCHARGE POINTS SHALL BE ADEQUATELY PROTECTED FROM EROSION & SCOUR THROUGH USE OF APPROVED EROSION EROSION DISSIPATION DEVICES.
14. ALL SOLID WASTE / CONSTRUCTION DEBRIS SHALL BE DISPOSED OF IN ACCORDANCE WITH MPCA REGULATIONS. HAZARDOUS MATERIALS SHALL BE STORED / DISPOSED OF IN COMPLIANCE WITH MPCA REGULATIONS.
15. CONTRACTOR SHALL USE RAPID STABILIZATION METHOD PER MNDOT 2675 AS NEEDED DURING THE COURSE OF THE WORK TO MAINTAIN CONFORMANCE WITH THE CITY AND NDS IF PERMIT REQUIREMENTS THIS WORK SHALL CONSIST OF OPERATIONS NECESSARY TO RAPIDLY STABILIZE SOLID MATERIALS. PREVENTION OF EROSION AND SEDIMENTATION SHALL BE COMPLY WITH PERMIT REQUIREMENTS. THE WORK MAY BE PERFORMED AT ANY TIME DURING THE CONSTRUCTION AND DURING ANY WEATHER CONDITIONS. THIS WORK MAY BE CONDUCTED ON SMALL AREAS THAT MAY BE TAKEN OR NOT BE ACCESSIBLE WITH NORMAL EQUIPMENT. THIS WORK SHALL BE DONE IN ACCORDANCE WITH THE CURRENT MNDOT STANDARD SPECIFICATIONS. THE DETAILS SHOWN IN THE PLAN, AND THE FOLLOWING:

METHOD	RAPID STABILIZATION
1	TYPE 1 MULCH WITH DISC ANCHORING
2	TYPE 3 MULCH WITH TYPE HYDRAULIC MULCH
3	TYPE HYDRAULIC MULCH WITH SEED MIXTURE 22-11
4	CATEGORY 3 EROSION CONTROL BLANKET WITH SEED MIXTURE
5	RIPRAP CLASS II WITH GEOTEXTILE TYPE III

THESE EFFORTS WILL BE INCIDENTAL TO THE EROSION CONTROL BID ITEM.

- CHANGE OF COVERAGE, FOR STORM WATER DISCHARGES FROM CONSTRUCTION PROJECTS WHERE THE OWNER OR OPERATOR CHANGES (E.G., AN ORIGINAL DEVELOPER SELLS PORTIONS OF THE PROJECT) TO A NEW DEVELOPER, THE NEW DEVELOPER SHALL BE REQUIRED TO OBTAIN A SUBVERSION REGISTRATION WITHIN 7 DAYS OF ASSUMING TRANSFERS, SALE OR CLOSING ON THE PROPERTY.
17. INDIVIDUAL SITE BUILDERS SHALL BE RESPONSIBLE FOR PROVIDING ANY AND ALL NECESSARY EROSION CONTROL MEASURES AS MAY BE REQUIRED, REQUIRED EROSION SHALL CONSIST OF BUT NOT BE LIMITED TO THE FOLLOWING:
- A. STAKED BENCH LOG ROLLS AT BACK OF ALL CURB EXCEPT AT CONSTRUCTION / DRAINWAY ENTRANCE.
 - B. SILT FENCE ON ALL DOWN GRAD SLOPES FROM CONSTRUCTION AREA. SILT FENCE SHALL HAVE THE BOTTOM EDGE IN WITH SLOPE'S COMPACTED.
 - C. ROCK CONSTRUCTION ENTRANCE HAVING 1" TO 2" CLEAR ROCK OVER GEOTEXTILE FABRIC.
 - D. STREET CLEANING AS MAY BE REQUIRED SHOULD VEHICLE TRACKING OCCUR.
- INDIVIDUAL SITE BUILDERS ARE REQUIRED TO MAINTAIN EROSION CONTROL, SUCH TIME AS INDIVIDUAL VIOLENCES/VIOLATIONS ARE ESTABLISHED.
18. A CONTRACTOR SHALL PROVIDE A TEMPORARY SEDIMENTATION BASIN ON SITE FOR CONSTRUCTION WASHOUT USE. TEMPORARY BASIN SHALL BE LOCATED AS TO PROVIDE EASY ACCESS FOR CONSTRUCTION VEHICLES AND CONCRETE TRUCKS AS NECESSARY.
19. INLET SEDIMENTATION CONTROL IS TO BE PROVIDED TO ALL STORM SEWER CATCH BASIN THROUGHOUT CONSTRUCTION. MEASURES APPLIED SHALL COMPLY WITH BEST MANAGEMENT PRACTICES FOR MINIMUM AND MAXIMUM FLOW RATES.
20. CONTRACTOR SHALL PREVENT SLOTT LOSS DURING CONSTRUCTION DUE TO WIND EROSION. CONTRACTOR SHALL PREVENT DUST SHALL BE SUPPRESSED THROUGH THE APPLICATIONS OF WATER, AS DEEMED NECESSARY BY THE CONTRACTOR, OR THROUGH EQUIPMENT AS APPROVED BY THE EIGHTH.
21. IF LEASE ACCELERATION IS APPLICABLE, CONTRACTOR SHALL EQUIPMENT THE IMPLEMENTATION OF THE EROSION AND SEDIMENTATION CONTROL PLAN THROUGH DATE STAMPED PHOTOS AND INSPECTION LOGS / REPORTS. REPORTS SHALL INCLUDE AT A MINIMUM DESCRIPTION OF ALL EMPLOYED BEST MANAGEMENT PRACTICES, PHOTOGRAPHS OF ALL EROSION AND SEDIMENTATION CONTROL TO WIND EROSION, IMP'S DEEMED NECESSARY DUE TO SITE CONDITIONS, CORRECTIVE ACTIONS TAKEN IN ORDER TO PREVENT EROSION AND SEDIMENTATION, AND A SUMMARY OF THE EROSION AND SEDIMENTATION CONTROL PLAN AS IT WAS ESTABLISHED AT THE TIME OF CONSTRUCTION.

<u>ITEM</u>	<u>INSTALLATION</u>	<u>INSPECTION & MAINTENANCE</u>	<u>REMOVAL</u>
SILT FENCE	PRIOR TO COMMENCEMENT OF EARTHWORK OPERATIONS.	INSPECT & MAINT. AFTER EACH RUN-OFF EVENT. REMOVE SEDIMENTS AS REQUIRED.	AFTER TRIBUTARY DRAINAGE AREA IS RESTORED.
ROCK CONST. ENTRANCE	PRIOR TO COMMENCEMENT OF EARTHWORK OPERATIONS.	INSPECT REGULARLY. MAINTAIN AS NEEDED.	PRIOR TO PAVING.
OUTLET SKIMMER STRUCTURE	AFTER POND GRADING IS COMPLETED.	INSPECT REGULARLY. MAINTAIN AS NEEDED.	PERMANENT.
RIP-RAP & FILTER	UPON COMPLETION OF POND GRADING, CONC. SWALE CONST. AND OUTLET INSTALLATION.	INSPECT & MAINTAIN AT LEAST ANNUALLY AND AFTER HEAVY RAINFALL EVENT.	PERMANENT.
DETENTION POND	DURING EARTHWORK OPERATIONS.	AFTER HEAVY RAINFALL EVENTS. REMOVE SEDIMENTS AS NEEDED.	PERMANENT.
SEED & MULCH	AFTER POND GRADING IS COMPLETED.	INSPECT & MAINTAIN AFTER HEAVY RAINS. REPLACE WASH-OUT AREAS IMMEDIATELY	NO REMOVAL NECESSARY
INLET PROTECTION	UPON INLET CONSTRUCTING	WHEN 1/3 CAPACITY OF BMP IS REACHED	AFTER TRIBUTARY AREAS ARE FULLY RESTORED



- | | |
|---|----------------------------|
|  | PROPERTY LIMITS |
|  | CONSTRUCTION LIMITS |
|  | EXISTING MINOR CONTOUR |
|  | EXISTING MAJOR CONTOUR |
|  | EXISTING SPOT ELEVATION |
|  | PROPOSED MINOR CONTOUR |
|  | PROPOSED MAJOR CONTOUR |
|  | PROPOSED RETAINING WALL |
|  | PROPOSED DRAINAGE ARROW |
|  | SEDIMENT CONTROL LOG |
|  | SILT FENCE |
|  | INLET SEDIMENT PROTECTION |
|  | ROCK CONSTRUCTION ENTRANCE |

CONTRACTOR NOTES

1. CONTRACTOR IS RESPONSIBLE FOR INSTALLATION, MAINTENANCE AND REMOVAL OF ALL APPLICABLE EROSION & SEDIMENT CONTROL ITEMS PER SHEET C4.
 2. THE TOTAL DISTURBED AREA IS EQUAL TO 0.99 ACRES. AN MPCA PERMIT IS NOT REQUIRED.
 3. PROPOSED SPOT ELEVATIONS ARE TO TOP OF FINISHED SURFACE UNLESS OTHERWISE NOTED IN LEGEND.
 4. TAKE ALL NECESSARY PRECAUTIONS TO PROTECT EXISTING UTILITIES. LOCATIONS OF UTILITIES SHOWN BASED ON SURVEY AND AS-BUILT INFORMATION AND MAY NOT REPRESENT ACTUAL CONDITIONS.
- CONTRACTOR IS RESPONSIBLE FOR UTILIZING UTILITY LOCATES PRIOR TO STARTING ANY WORK.

SPOT ELEVATION KEY

±	MATCH EXISTING GRADE
HP	HIGH POINT ELEVATION / FLOW LINE
R.	RIM ELEVATION
FF	FINISHED FLOOR ELEVATION
TW	TOP OF WALL FINISHED GRADE
BW	BOTTOM OF WALL FINISHED GRADE

KEY NOTES

- ① INSTALL AND MAINTAIN INLET SEDIMENT PROTECTION. ②
C6
- ② INSTALL TEMPORARY ROCK ENTRANCE AT ALL CONSTRUCTION INGRESS AND EGRESS LOCATIONS AND TO BE MAINTAINED THROUGHOUT THE ENTIRE CONSTRUCTION PROCESS. ①
C6
- ③ INSTALL ROCK SEDIMENT CONTROL LOG PER MNDOT SPECIFICATION 3897.
- ④ AREA TO BE USED FOR TOP SOIL STOCKPILE. CONTRACTOR TO PROVIDE STOCKPILE STABILIZATION AND PERIMETER CONTROL PER SECTION 8.4 AND 9.9 OF THE MN MPDES PERMIT.
- ⑤ CIP RETAINING WALL. INSTALL METAL GUARD RAIL AT TOP OF SLOPE PER IBC 1607.8. SEE ARCHITECTURAL PLAN FOR MORE INFORMATION.
- ⑥ EXCAVATION TRENCH FOR FORCE MAIN INSTALLATION. ADJUST EROSION CONTROL MEASURE AS NEEDED FOR PHASING PURPOSES.

CALL 48 HOURS BEFORE DIGGING:
GOPHER STATE ONE CALL

TWIN CITY AREA (651)454-0002
MINNESOTA TOLL FREE 1-800-252-1166



ANDERSON

13605 1st Avenue N. #100
Plymouth, MN 55441 | ae-mn.com
P 763.412.4000 | F 763.412.4090
Anderson Engineering of Minnesota, LLC

VEIT
RODGERS
ADDITION

14000 VEIT PL,
ROGERS,MN 55369



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.

PRINT NAME: BRIAN J. FIELD, PE

SIGNATURE: NOT FOR CONSTRUCTION

DATE: 9/20/2024 LICENSE NO. 57224

REVISION LOG

NO.	DATE	DESCRIPTION OF REVISIONS
-----	------	--------------------------

PRELIMINARY PLAT SUBMITTAL

SEPTEMBER 20, 2024

DESIGNED: BJF	DRAWN: BJN	CHECKED BY BJF
------------------	---------------	-------------------

DRAWING TITLE

GRADING, DRAINAGE & EROSION CONTROL PLAN

DRAWING NO.

C4

PLOTTED: ---	COMM. NO 17311
-----------------	-------------------

STRUCTURE SCHEDULE			
STRUCTURE NUMBER	SIZE	CASTING	NOTES
STMH 1	48"-DIA	R-1642-D	SOLID "STORM"
STMH 2	48"-DIA	R-1642-D	SOLID "STORM"
STMH 3	48"-DIA	R-1642-D	SOLID "STORM"
STMH 4	48"-DIA	R-1642-D	SOLID "STORM"
STMH 5	48"-DIA	R-1642-D	SOLID "STORM"
SMH 1	(4)	R-1642-D	SOLID



ANDERSON

13605 1st Avenue N. #100
Plymouth, MN 55441 | ae-mn.com
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DATE: 9/20/2024 LICENSE NO. 57224

REVISION LOG

[illegible]

PRELIMINARY PLAT SUBMITTAL
SEPTEMBER 20, 2024

DESIGNED: BJF	DRAWN: BJN	CHECKED BY: BJF
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DRAWING TITLE

UTILITY & PAVEMENT PLAN

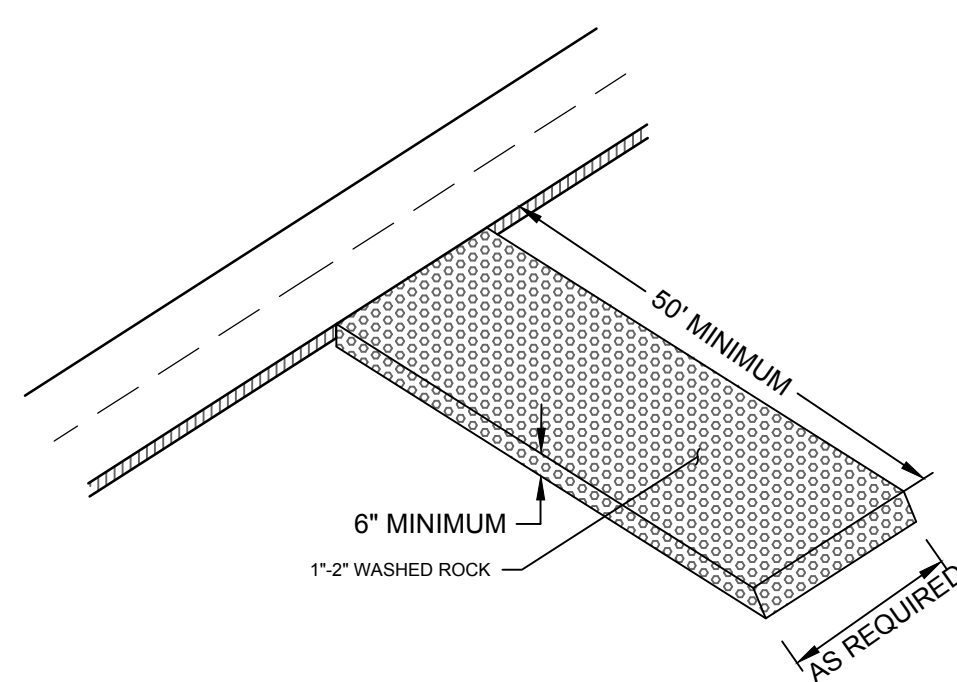
DRAWING NO.

C5

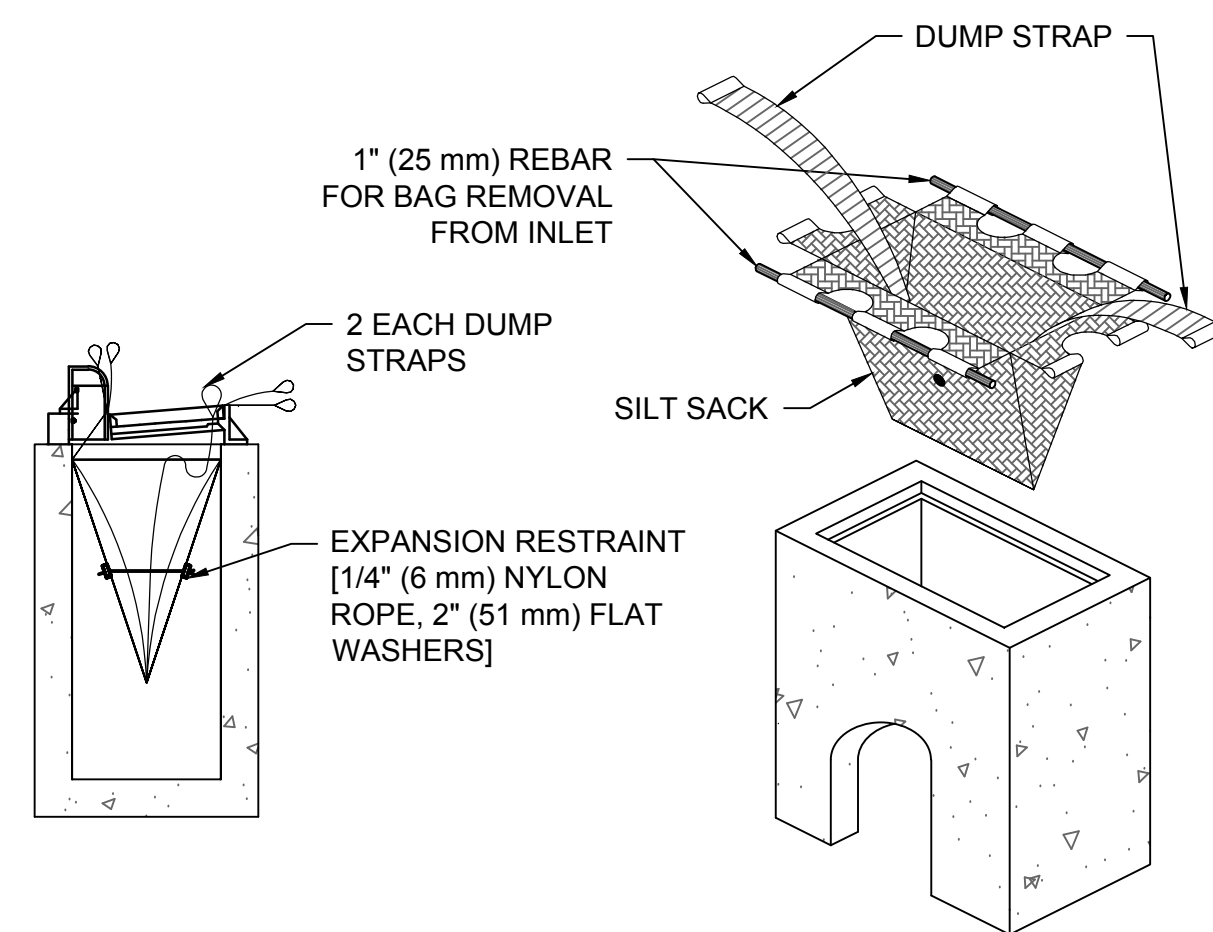
PLOTTED: ---	COMM. NO. 17311
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CALL 48 HOURS BEFORE DIGGING:
GOPHER STATE ONE CALL

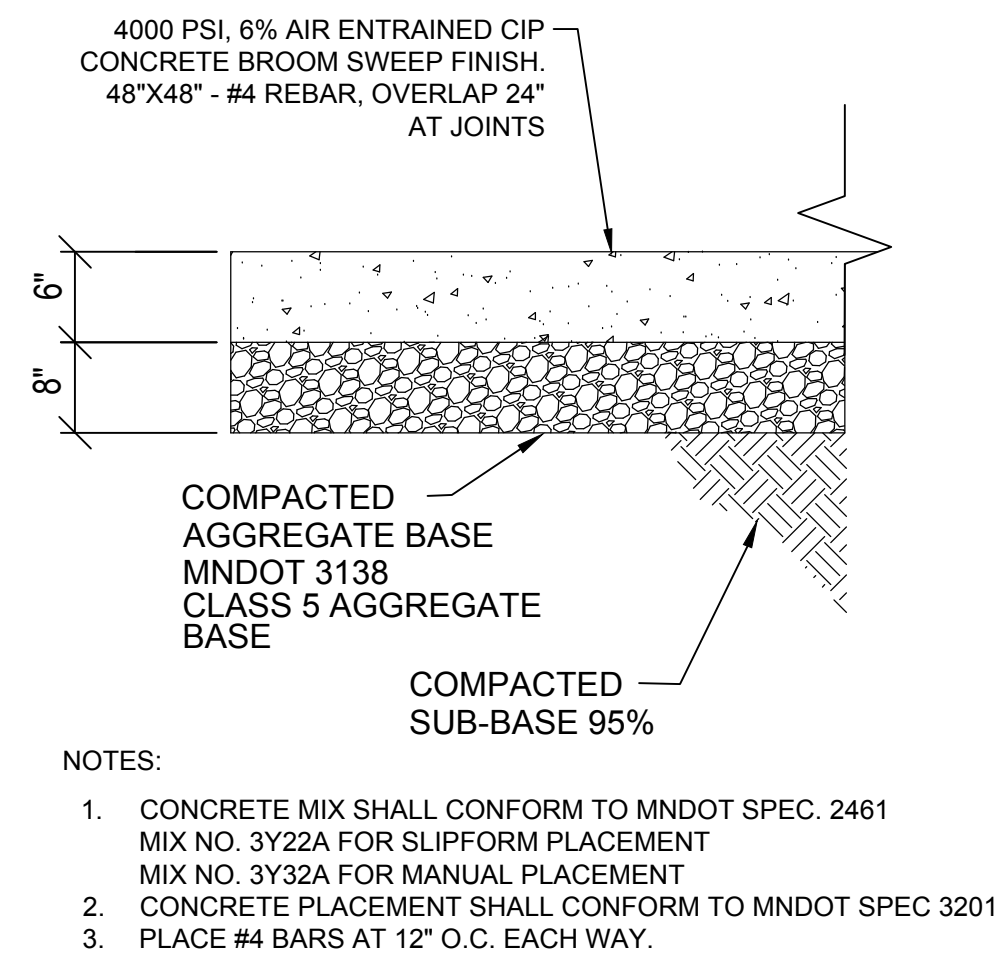
TWIN CITY AREA (651)454-0002
MINNESOTA TOLL FREE 1-800-252-1166



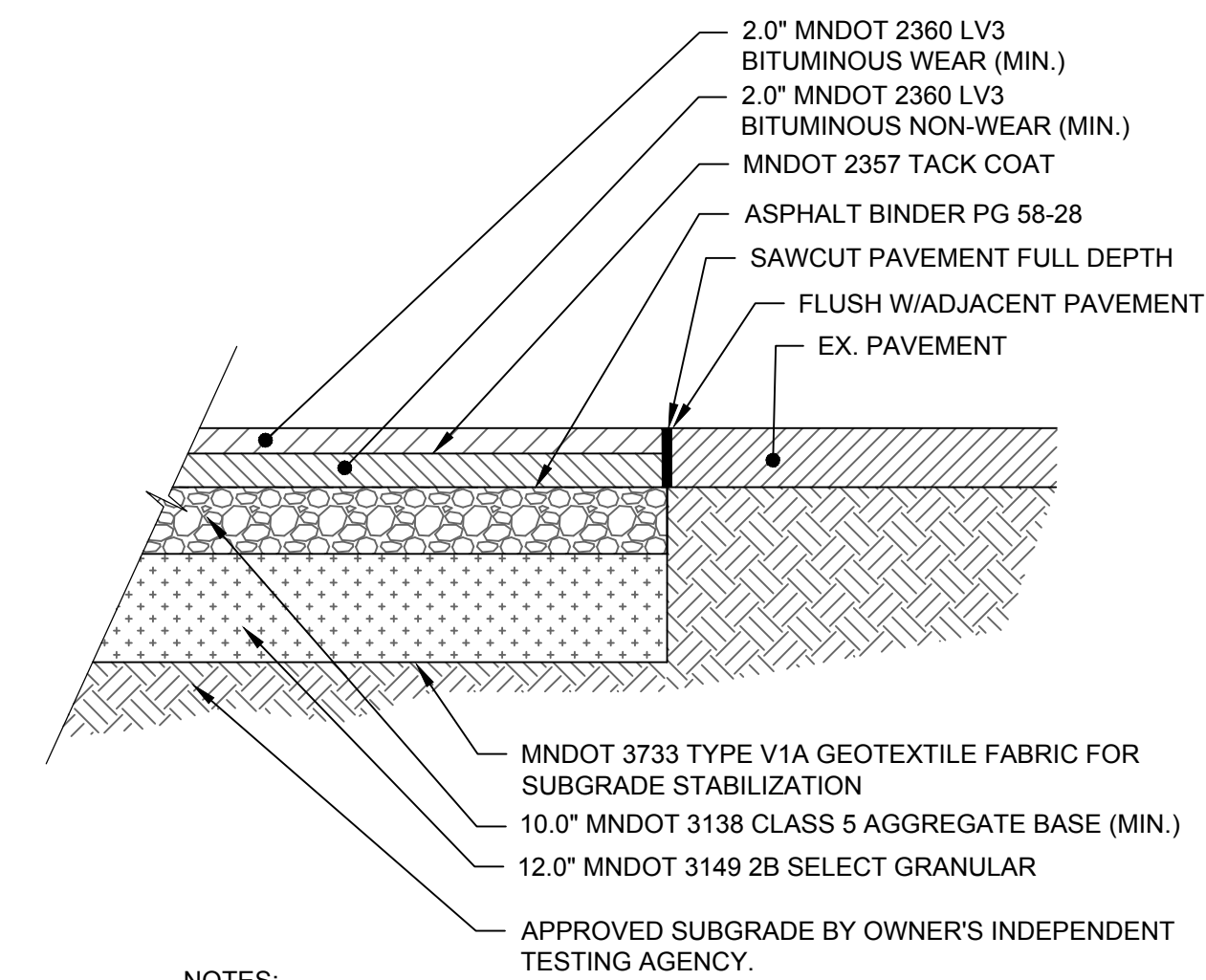
1 ROCK CONSTRUCTION ENTRANCE
SCALE: N.T.S.



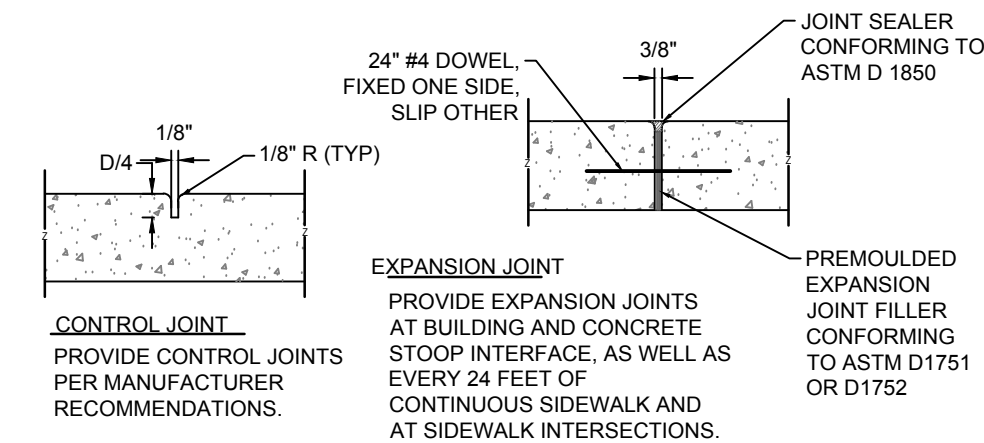
2 INLET PROTECTION DETAIL
SCALE: N.T.S.



3 CONCRETE PAVEMENT SECTION

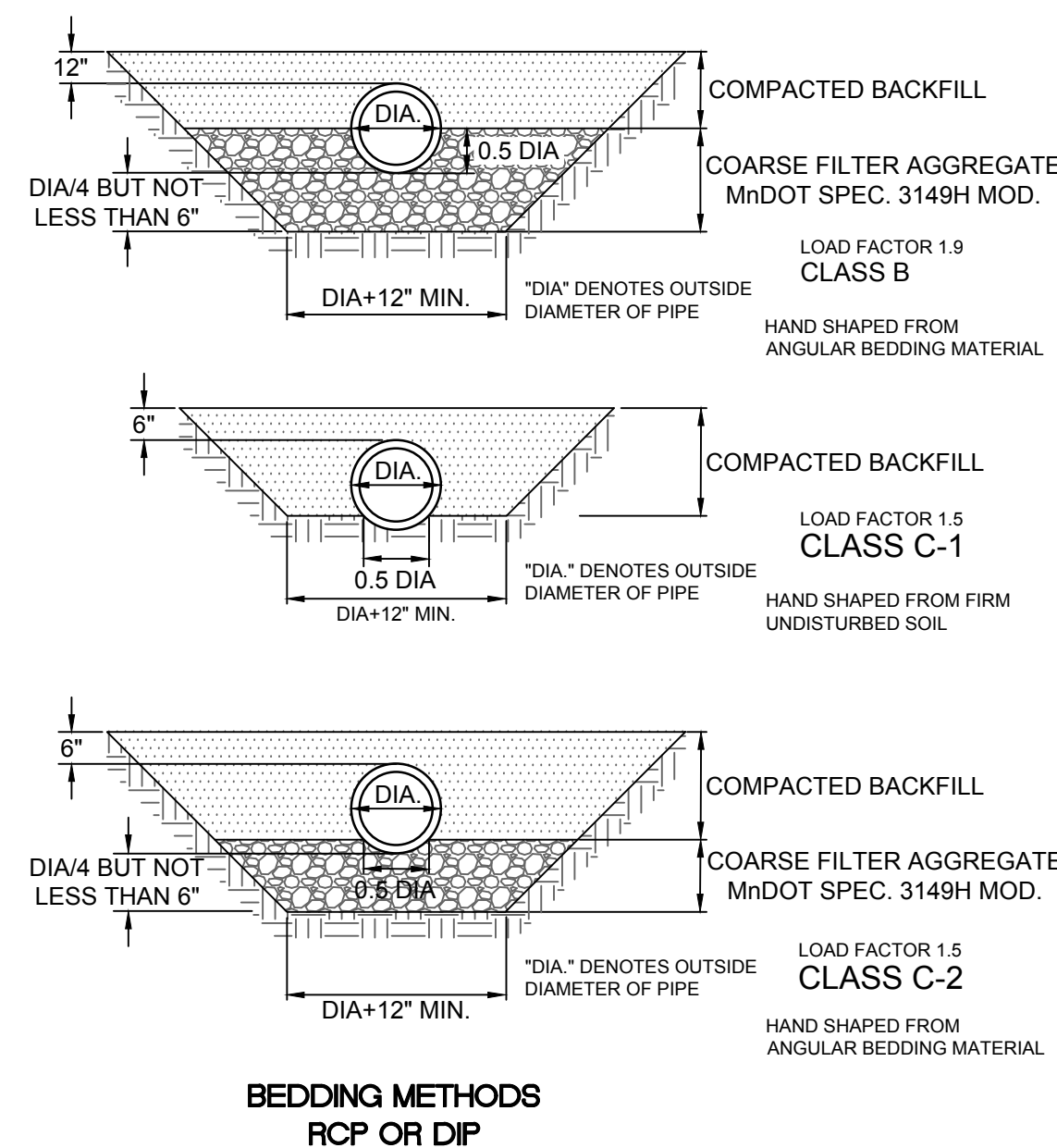


4 BITUMINOUS PAVEMENT SECTION
SCALE: N.T.S.

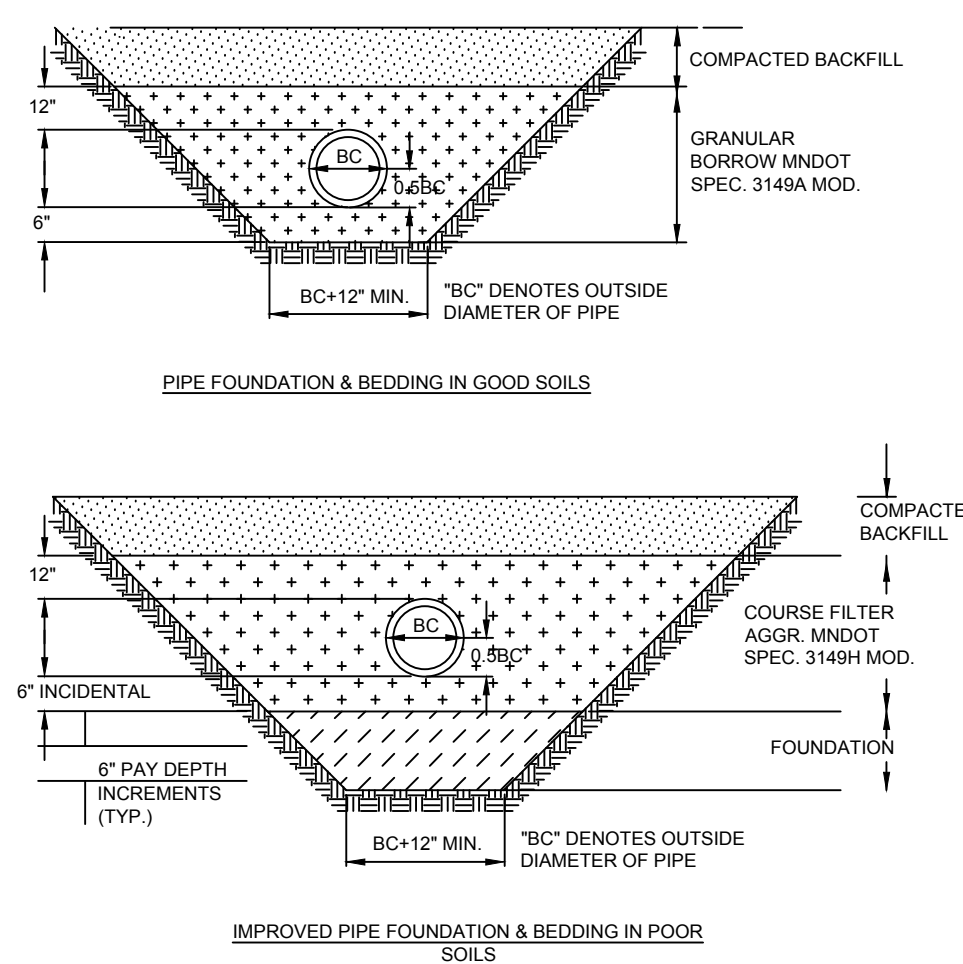


- NOTES:**
1. INSTALL EXPANSION JOINTS AT ALL FIXED OBJECTS (BUILDING, UTILITY STRUCTURES, ETC.)
 2. CONTRACTION / CONTROL JOINTS IN SIDEWALK AREAS ARE TO BE TIED INTO SAW CUTS ALLOWED. PAVEMENT JOINTS MAY BE SAW CUT. CURB TO HAVE JOINTS AS SHOWN OR EVERY 10' MATCHING WALK SCORING OR ADJACENT PAVEMENT SCORING.
 3. CONTRACTION JOINTS WILL BE PERMITTED AT CONTRACTION JOINT LOCATIONS AS APPROVED BY ENGINEER
 4. ALL JOINTS SHALL BE PARALLEL WITH AND/OR PERPENDICULAR TO BUILDING AND CURB LINES UNLESS APPROVED BY ENGINEER
 5. ON CURB & GUTTER INSTALL EXP. JOINTS AT ALL Pts & Pcs OR CURVES & AT 50' INTERVALS ON STRAIGHT SECTIONS.

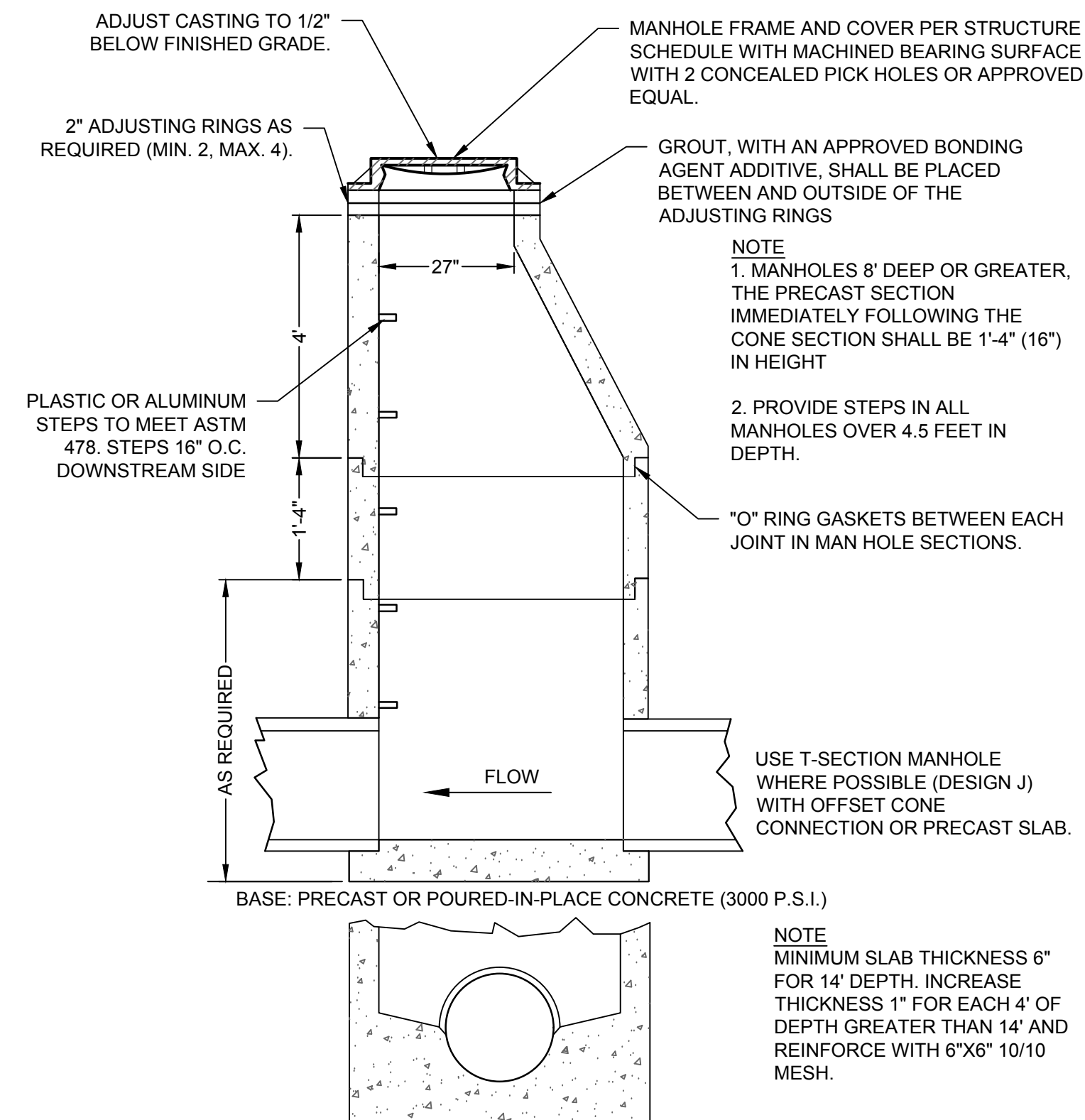
5 CONCRETE JOINTS & NOTES
SCALE: N.T.S.



6 DIP & RCP PIPE BEDDING



7 PVC OR HDPE SEWER BEDDING
SCALE: N.T.S.



8 STANDARD STORM SEWER MANHOLE
SCALE: N.T.S.



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ROGERS,MN 55369



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PRINT NAME: BRIAN J. FIELD, PE

SIGNATURE: **NOT FOR CONSTRUCTION**

DATE: 9/20/2024 LICENSE NO. 57224

REVISION LOG

[illegible]

PRELIMINARY PLAT SUBMITTAL
SEPTEMBER 20, 2024

DESIGNED: BJF	DRAWN: BJN	CHECKED BY: BJF
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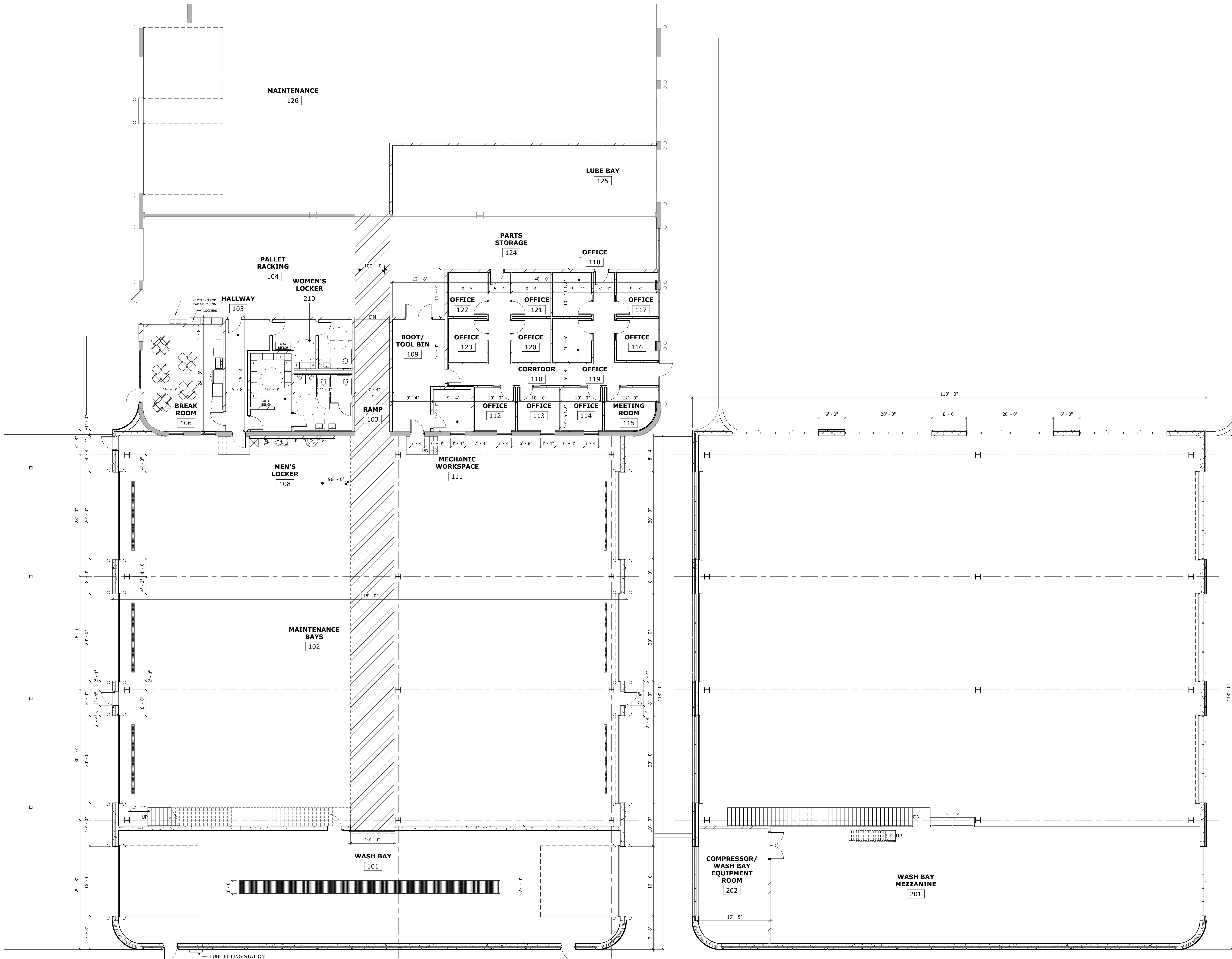
DRAWING TITLE

CIVIL DETAILS

DRAWING NO.

C6

PLOTTED: ---	COMM. NO. 17311
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1 FLOOR PLAN - FIRST FLOOR
1/8" = 1'-0"

2 FLOOR PLAN - MEZZANINE
1/8" = 1'-0"

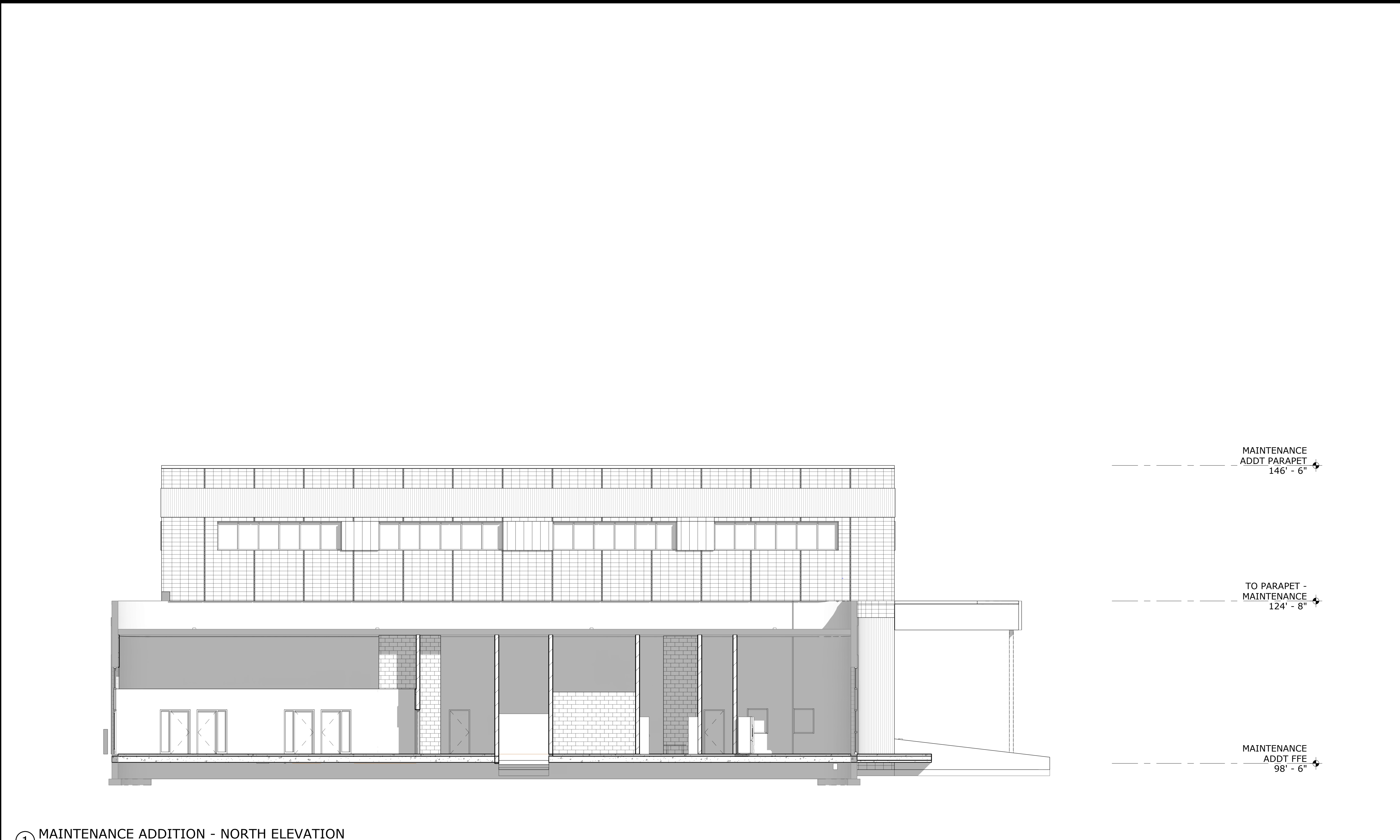
OVERALL FLOOR PLANS

VEIT MAINTENANCE BUILDING ADDITION
14000 VEIT PLACE
ROGERS, MN

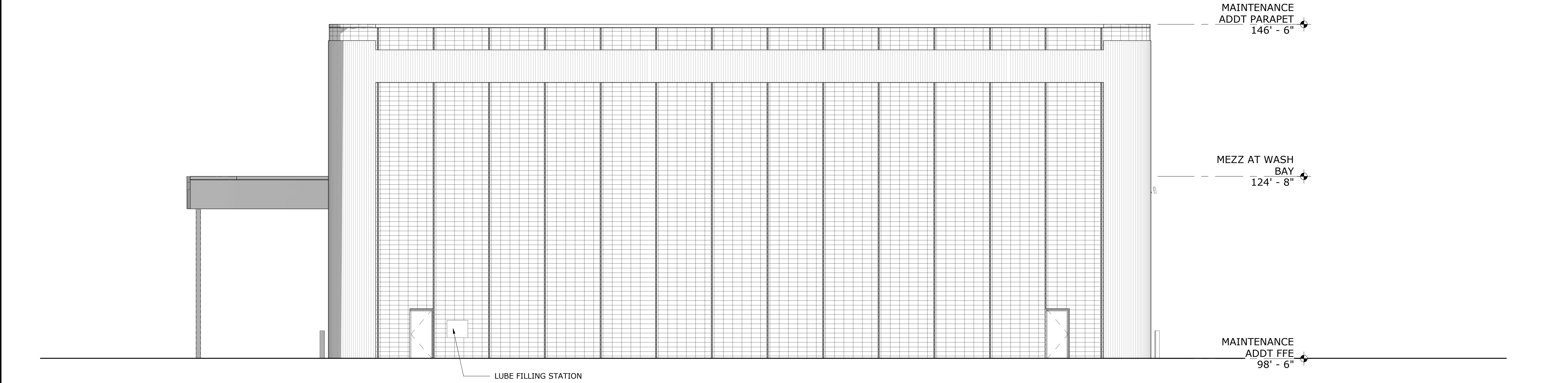
PROJECT: 23040
DRAWN BY: MDS/LAS
CHECKED BY: MDS
DATE: 7/16/2024
REVISIONS:

PRELIMINARY
NOT FOR
CONSTRUCTION

A00



① MAINTENANCE ADDITION - NORTH ELEVATION
1/8" = 1'-0"



② MAINTENANCE ADDITION - SOUTH ELEVATION
1/8" = 1'-0"

EXTERIOR MATERIALS LEGEND:

NOTE: MATCH EXISTING BUILDING MATERIALS AS PICTURED BELOW



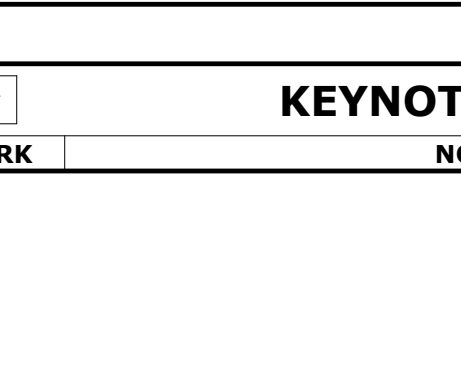
CANOPY:
PREFINISHED
SILVER METAL
PANEL



WALL:
STACKED BOND
CMU - PAINTED



ACCENT BAND:
FLUTED CMU -
PAINTED



METAL PANEL:
PREFINISHED
GREEN VERTICAL
METAL PANEL

#	KEYNOTES
MARK	NOTE

VEIT

NEVER SETTLE. DIG DEEPER.

Kinghorn

CONSTRUCTION

KOMA

ARCHITECTS | DESIGNERS | ENGINEERS

2051 KILLBUCK DRIVE, SUITE 680, BLOOMINGTON, MN 55425
P: 651.451.4605
KOMAINC.COM

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Meghan D. Strunk
DATE: _____ REG. NO.: 57902

EXTERIOR ELEVATIONS

VEIT MAINTENANCE BUILDING ADDITION
14000 VEIT PLACE
ROGERS, MN

PROJECT: 23040
DRAWN BY: MDS/LAS
CHECKED BY: MDS
DATE: 7/16/2024
REVISIONS:

PRELIMINARY
NOT FOR
CONSTRUCTION

A30

EXTERIOR MATERIALS LEGEND:

NOTE: MATCH EXISTING BUILDING MATERIALS AS PICTURED BELOW



CANOPY:
PREFINISHED
SILVER METAL
PANEL



WALL:
STACKED BOND
CMU - PAINTED



ACCENT BAND:
FLUTED CMU -
PAINTED

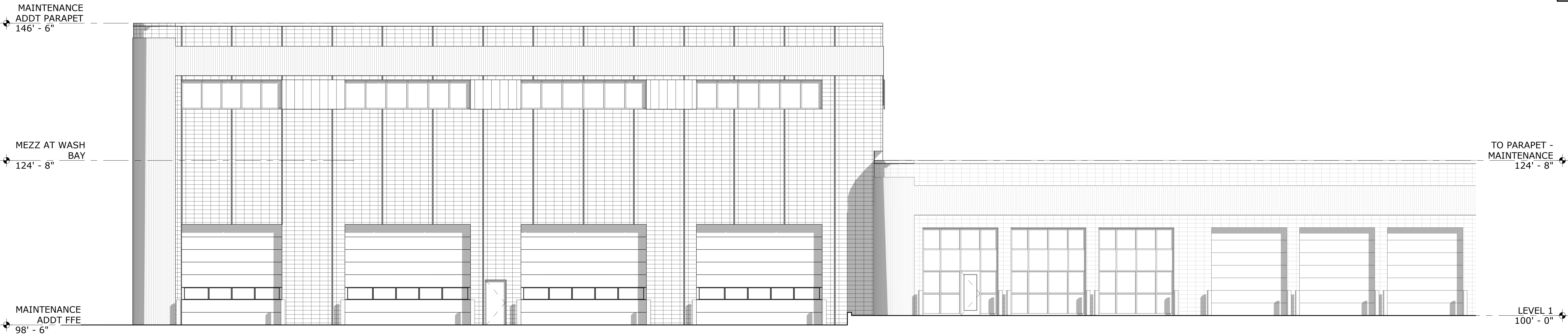
METAL PANEL:
PREFINISHED
GREEN VERTICAL
METAL PANEL

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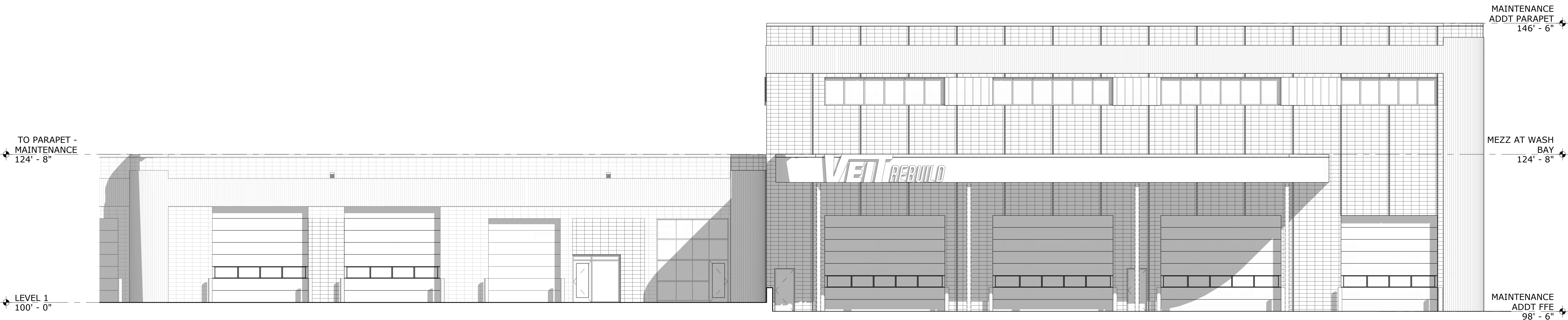
KEYNOTES

MARK

NOTE



① MAINTENANCE ADDITION - EAST ELEVATION
1/8" = 1'-0"



② MAINTENANCE ADDITION - WEST ELEVATION
1/8" = 1'-0"

EXTERIOR ELEVATIONS

VEIT MAINTENANCE BUILDING ADDITION
14000 VEIT PLACE
ROGERS, MN

PROJECT: 23040
DRAWN BY: MDS/LAS
CHECKED BY: MDS
DATE: 7/16/2024
REVISIONS:

PRELIMINARY
NOT FOR
CONSTRUCTION

A31



STAFF REPORT

Meeting Date: November 26, 2024

ROGERS CITY COUNCIL

Agenda Item: 5.4

Subject: Approve Professional Services Agreement with Braun Intertec for Geotechnical Services for Future Police Department and City Hall, City Project No. 2202

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

Overview / Background / Analysis

Staff have been working with Wold Architects and Engineers on the schematic design of a new Police Department/City Hall Civic Campus at the former Boyer Trucks and Holiday Gas Station site. In order to ensure that the schematic designs can be accommodated on the site additional geotechnical exploration is required. Staff solicited proposals from two geotechnical firms to perform 8 structural borings (25' deep) including lateral soil pressures in possible basement areas and 5 civil borings (14.5' deep) along with laboratory testing, engineering analysis and a report. Both firms, American Engineering and Testing (AET) and Braun Intertec submitted proposals at the following prices:

AET - \$17,350

Braun - \$14,950

Both proposals were evaluated by staff and the team at Wold and it was agreed the proposals were similar in nature and scope and both had similar schedules. Braun Intertec's proposal was selected based on the lower estimated cost. Braun Intertec also did the Phase I and Phase II Environmental Site Assessments for this property.

Staff Recommendation

Motion to Approve Professional Services Agreement with Braun Intertec for Geotechnical Services for Future Police Department and City Hall, City Project No. 2202

Financial Impact: \$14,950

Source Fund: 400 Capital Improvement Projects

Budgeted? Yes

Supporting Documentation

- A. Braun Intertec Proposal
- B. AET Proposal
- C. Braun Consultant Professional Services Agreement

November 12, 2024

Proposal QTB206370

Mr. Doran Cote
City of Rogers
22350 S Diamond Lake Rd
Rogers, MN 55374

Re: Proposal for a Geotechnical Evaluation
City of Rogers New Police Department and City Hall
21701 Industrial Blvd
Rogers, Minnesota

Dear Mr. Cote:

Braun Intertec Corporation respectfully submits this proposal to complete a geotechnical evaluation for the proposed new city hall and police department at the referenced site.

Project Information

We understand this project includes a proposed new city hall and police department for the City of Rogers. The project will also include associated underground utilities, and parking lots. We understand this project is located at a site with two existing buildings, utilities and parking lots.

Purpose

The purpose of our geotechnical evaluation will be to characterize subsurface geologic conditions at selected exploration locations, evaluate their impact on the project, and provide geotechnical recommendations for the design and construction of the proposed police department and city hall along with their associated utilities and parking lots.

Scope of Services

We propose the following tasks to help achieve the stated purpose. If we encounter unfavorable or unforeseen conditions during the completion of our tasks that lead us to recommend an expanded scope of services, we will contact you to discuss the conditions before resuming our services.

Site Access

Based on aerial photographs, it appears that the site is accessible to a truck drill rig. We assume there will be no cause for delays in accessing the exploration locations. We are not including tree clearing, debris or obstruction removal, grading of navigable paths, or snow plowing.

Depending on access requirements, ground conditions or potential utility conflicts, our field crew may alter the exploration locations from those proposed to facilitate accessibility.

Our drilling activities may also impact the vegetation and may rut the surface to access boring locations. Restoration of vegetation and turf is not part of our scope of services.

Staking

We will stake prospective subsurface exploration locations, as selected by others, and obtain surface elevations at those locations using GPS (Global Positioning System) technology. For purposes of linking the GPS data to an appropriate reference, we request that you provide CAD files indicating location/elevation references appropriate for this project, or give us contact information for the consultant that might have such information.

Utility Clearance

Prior to drilling or excavating, we will contact Gopher State One Call and arrange for notification of the appropriate utility vendors to mark and clear the exploration locations of public underground utilities. You, or your authorized representative, are responsible to notify us before we begin our work of the presence and location of any underground objects or private utilities that are not the responsibility of public agencies.

In addition, our fees include a budget to retain a private locate company to mark private utilities that are not the responsibility of public agencies. Upon our request, the property owner must also be available to assist the private locate company in determining the presence of any underground objects or the location of utilities. We will not be liable for any damages resulting from unidentified or misidentified underground objects or utilities. Further, we reserve the right to stop work if underground objects or utilities are suspected or known to exist, but locations cannot be accurately determined.

Penetration Test Borings

As requested, we will drill 13 standard penetration test (SPT) borings for the project. Table 1 provides a summary of the proposed boring locations and depths. We will perform standard penetration tests at 2 1/2-foot vertical intervals to a depth of about 15 feet, and at 5-foot intervals at greater depths.

Table 1. Summary of Proposed Borings

Location	Quantity	Depth (Feet)	Depth (feet)
Proposed building footprint	8	25*	200
Streets	5	15*	75
Total	13	---	275

*Borings will terminate 1/2 foot less than indicated to reduce MDH fees.

If the intended boring depths do not extend through unsuitable material, we will extend the borings at least 5 feet into suitable material at greater depths. The additional information will help evaluate such issues as excavation depth, consolidation settlement, and foundation alternatives, among others. If we identify a need for deeper (or additional) borings, we will contact you prior to increasing our total estimated drilled footage and submit a Change Order summarizing the anticipated additional effort and the associated cost, for your review and authorization.

Groundwater Measurements

If the borings encounter groundwater during or immediately after drilling of each boring, we will record the observed depth on the boring logs.

MDH Sealing Record

We are planning the deepest borings to be at least 15 feet and less than 25 feet. Therefore, the Minnesota Statutes require us to complete a Sealing Record after our completion of the borings. Our proposal includes the fees for the Minnesota Department of Health (MDH) Sealing Record.

In the event we extend our borings to a depth of 25 feet or greater, the MDH requires us to complete and submit a Sealing Notification Form for the project. The submission of the Sealing Notification Form will require a signature from the property owner (or agent). If we extend our borings to a depth of 25 feet or greater, we will forward on to you a copy of the form for signature and increase our total fees by **\$200**.

Borehole Abandonment

We will backfill our exploration locations immediately after completing the drilling at each location. Minnesota Statutes require sealing temporary borings that are 15 feet deep or deeper. Based on our proposed subsurface characterization depths, we will seal 200 linear feet of borehole with grout. Our lump sum fee includes those fees associated with the sealing.

Upon backfilling or sealing exploration locations, we will fill holes in pavements with a temporary patch.

Sealing boreholes with grout will prevent us from disposing of auger boring cuttings in the completed boreholes. Unless you direct us otherwise, we intend to thin-spread the cuttings around the boreholes. If we cannot thin-spread cuttings, we will put them in a container left on site. We can provide off-site disposal of the cuttings for an additional fee.

Over time, subsidence of borehole backfill may occur, requiring releveling of surface grades or replacing bituminous or concrete patches. We are not assuming responsibility for re-leveling or re-patching after we complete our fieldwork.

Sample Review and Laboratory Testing

We will return recovered samples to our laboratory, where a geotechnical engineer will visually classify and log them. To help classify the materials encountered and estimate the engineering properties necessary to our analyses, we anticipate performing moisture content tests, mechanical analyses (through a #200 sieve only), and Atterberg limits tests. We will adjust the actual number and type of tests based on the results of our borings.

Engineering Analyses

We will use data obtained from the subsurface exploration and laboratory tests to evaluate the subsurface profile and groundwater conditions, and to perform engineering analyses related to structure and pavement design and performance.

Report

We will prepare a geotechnical report including:

- A boring sketch showing the exploration locations, based on GPS data.
- Logs of the Borings describing the materials encountered and presenting the results of our groundwater measurements and laboratory tests.
- A summary of the subsurface profile and groundwater conditions.
- Discussion identifying the subsurface conditions that will impact design and construction.
- Discussion regarding the reuse of on-site materials during construction.
- Recommendations for preparing structure and pavement subgrades, and the selection, placement and compaction of fill.
- Recommendations for the design and construction of the proposed city hall and police department and associated parking lots.

We will only submit an electronic copy of our report to you unless you request otherwise. At your request, we can also send the report to additional project team members.

Schedule

We anticipate performing our work according to the following schedule.

- Drill rig mobilization – within about 3 to 5 weeks following receipt of written authorization
- Field exploration – 2 days on site to complete the work
- Preliminary results (boring logs) – about 1 week after completion of field exploration
- Final report submittal – within 2 to 3 weeks after completion of field exploration

If we cannot complete our proposed scope of services according to this schedule due to circumstances beyond our control, we may need to revise this proposal prior to completing the remaining tasks.

Fees

We will furnish the services described in this proposal for a lump sum fee of **\$14,950**.

Table 2. Proposed Fee Breakdown

Service	Fee
GPS Staking, Public Utility Clearance, Boring sketch and Private locates	\$1,500
Site mobilization, Drilling, grouting, MDH sealing records	9,000
Geotechnical Laboratory Testing	1,300
Coordination, Engineering Analysis, and Report	3,150
Total	\$14,950

Additional Services

Our fees do not include potential costs due to the need for snow plowing, towing, stand-by time or work that is not included in the above scope of services. We will charge costs for snow plowing or towing (if necessary) at a rate of 1.15 times the actual cost. For stand-by time (defined as time spent by our field crew due to circumstances that are beyond the control of our field crew or its equipment, or beyond the scope of service indicated above), we will charge a rate of **\$390** per hour.

Additional site mobilizations will be charged at **\$900** per day, if required. If we must extend borings beyond their intended termination depths, or perform additional borings, we will charge for the additional drilling at a rate of **\$40** per foot, including all associated fees for drilling, materials, and engineering. If we extend our borings to a depth greater than 25 feet, we are required to submit a sealing record and add grout to the deeper boreholes; therefore our total fees increase by **\$200**, plus additional footage fees previously noted.

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. Please sign and return a copy to us in its entirety.

We based the proposed fee on the scope of services described and the assumptions that you will authorize our services 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 Dan Leffler at 612.501.4546 (dleffler@braunintertec.com) or Joe Westphal at 952.995.2238 (jwestphal@braunintertec.com).

Sincerely,

BRAUN INTERTEC CORPORATION



Daniel J. Leffler, PE
Project Engineer



Joseph L. Westphal, PE
Director, Senior Engineer

Attachments:
Requested Soil Boring Locations
General Conditions (11/4/2024)

The proposal is accepted, and you are authorized to proceed.

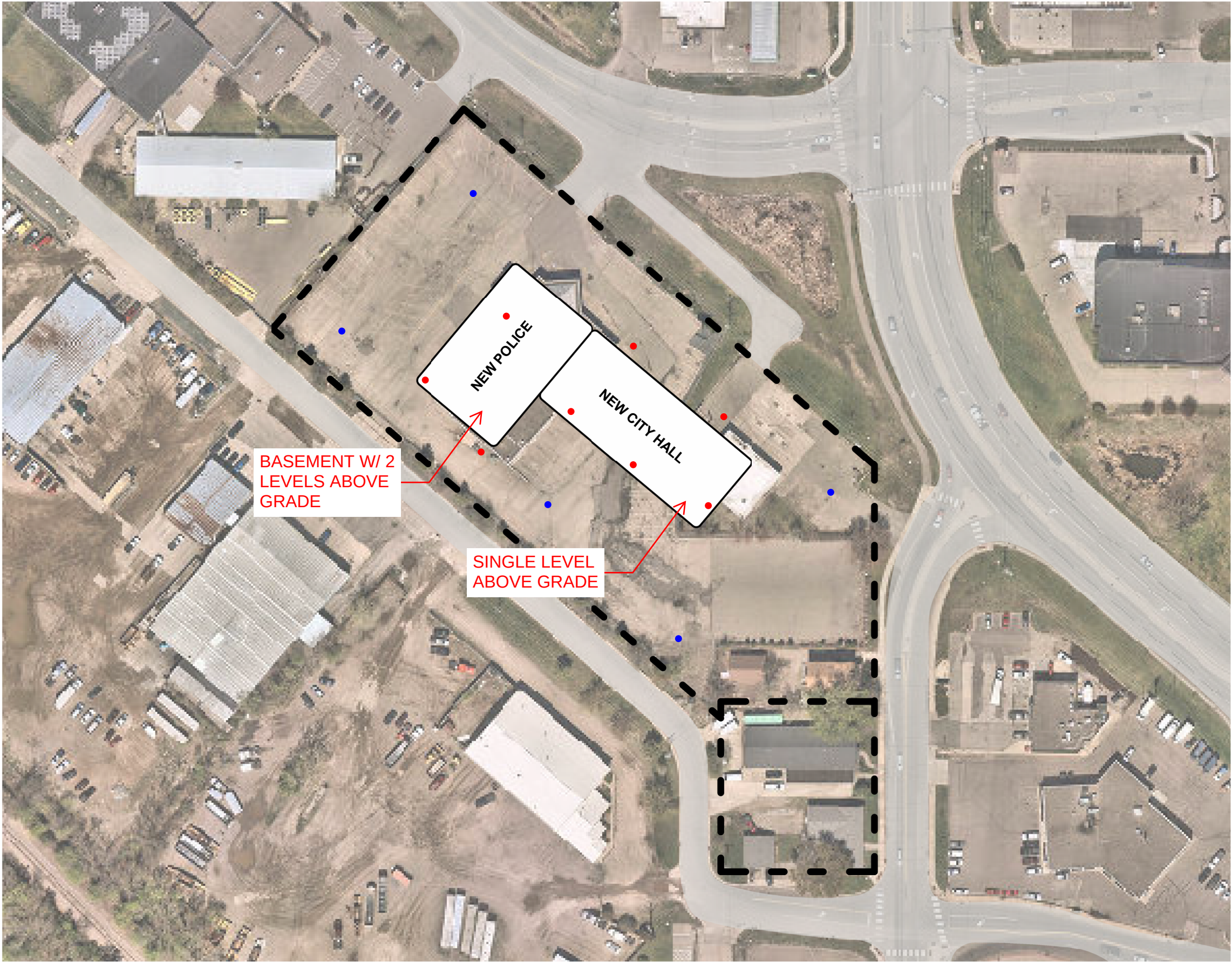
Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

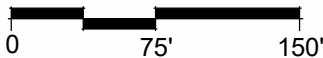
Date



- Structural boring (25' deep)
-- Include lateral soil pressures in basement areas.
- Civil boring (14.5' deep)

1 SITE DIAGRAM

1" = 100'-0"



09/08/2024 4:49:51 PM Wold Architects and Engineers\GOV-MN-CITY-Rogers - XXXXXX - New Police and City Hall SD\02_Arch\Rogers Police and City Hall.rte

SITE DIAGRAM
SD01

Comm No: 9999

SECTION 1: AGREEMENT

1.1 Agreement. This agreement consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between Consultant and Client and supersedes all prior negotiations, representations or agreements, either written or oral.

1.2 Parties to the Agreement. The parties to this Agreement are the Braun Intertec entity ("Consultant") and the client ("Client") as described in the accompanying written proposal or authorization. Consultant and Client may be individually referred to as a Party or collectively as the Parties.

SECTION 2: SCOPE OF SERVICES

2.1 Services. Consultant will provide services ("Services") in connection with the project ("Project") which are specifically described in this Agreement. Client understands and agrees that Consultant's Services are limited to those which are expressly set forth in this Agreement.

2.2 Additional Services. Any Services not specifically set forth in the Agreement constitute "Additional Services." Additional Services must be agreed upon in writing by the Parties prior to performance of the Additional Services and may entitle Consultant to additional compensation and schedule adjustments. Additional compensation will be based upon Consultant's then current rates and fees.

SECTION 3: PERFORMANCE OF SERVICES

3.1 Standard of Care. Consultant will perform its professional Services consistent with the degree of care and skill exercised by members of Consultant's profession performing under similar circumstances at the same time and in the same locality in which the professional Services are performed. CONSULTANT DISCLAIMS ALL STATUTORY, ORAL, WRITTEN, EXPRESS, AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR PERFORMANCE OF SERVICES IN A GOOD AND WORKMANLIKE MANNER.

3.2 Written Reports and Findings. Unless otherwise agreed in writing, Consultant's findings, opinions, and recommendations will be provided to Client in writing and may be delivered via electronic format. Client agrees not to rely on oral findings, opinions, or recommendations.

3.3 Observation or Sampling Locations. Locations of field observations or sampling described in Consultant's report or shown on Consultant's sketches reference Project plans or information provided by others or estimates made by Consultant's personnel. Consultant will not survey, set, or check the accuracy of those points unless Consultant accepts that duty in writing. Client agrees that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. Client accepts the inherent risk that samples or observations may not be representative of items not sampled or seen and further that site conditions may vary over distance or change over time.

3.4 Project Site Information. Client will provide Consultant with prior environmental, geotechnical and other reports, specifications, plans, and information to which Client has access about the Project site and which are necessary for Consultant to carry out Consultant's Services. Client agrees to provide Consultant with all plans, changes in plans, and new information as to Project site conditions until Consultant has completed its Services.

3.5 Subsurface Objects. To the extent required to carry out Consultant's Services, Client agrees to provide Consultant, in a timely manner, with information that Client has regarding buried objects at the Project site. Consultant will not be responsible for locating buried objects or utilities at the Project site unless expressly set forth in this Agreement, or expressly required by applicable law. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from claims, damages, losses, penalties and expenses (including attorney fees) involving buried objects or utilities that were not properly marked or identified or of which Client had or should have had knowledge but did not timely notify Consultant or correctly identify on the plans Client or others furnished to Consultant. Consultant, from time to time, may hire a third party to locate underground objects or utilities and, unless otherwise expressly stated in this Agreement, such action shall be for the sole benefit of Consultant and in no way will alleviate Client of its responsibilities hereunder.

3.6 Hazardous Materials. Client will notify Consultant of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any Project site or in any sample or material provided to Consultant. Client agrees to provide Consultant with information in Client's possession or control relating to such samples or materials. If Consultant observes or suspects the presence of contaminants not anticipated in this Agreement, Consultant may terminate Services without liability to Client or to others, and Client will compensate Consultant for fees earned and expenses incurred up to the time of termination.

3.7 Supervision of Others. Consultant shall have no obligation to supervise or direct Client's representatives, contractors, or other third parties retained by Client. Consultant has no authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Client, Client's representatives, contractors, or other third parties retained by Client.

3.8 Safety. Consultant will provide a health and safety program for its employees as well as reasonable personal protective equipment ("PPE") typical for the performance of the Services provided by this Agreement and as required by law. Consultant shall be entitled to compensation for all extraordinary PPE required by Client. Client will provide, at no cost to

Consultant, appropriate Project site safety measures which are necessary for Consultant to perform its Services at the Project location or work areas in connection with the Project. Consultant's employees are expressly authorized by Client to refuse to work under conditions that may, in an employee's sole discretion, be unsafe. Consultant shall have no authority over or be responsible for the safety precautions and programs, or for security, at the Project site (except with respect to Consultant's own Services and those of its subconsultants).

3.9 Project Site Access and Damage. Client will provide or ensure access to the site. In the performance of Services some Project site damage is normal even when due care is exercised. Consultant will use reasonable care to minimize damage to the Project site. Unless otherwise expressly stated in this Agreement, the cost of restoration for such damage has not been included in the estimated fees and will be the responsibility of the Client.

3.10 Monitoring Wells. To the extent applicable to the Services, monitoring wells are Client's property, and Client is responsible for monitoring well permitting, maintenance, and abandonment unless otherwise expressly set forth in this Agreement.

3.11 Contaminant Disclosures Required by Law. Client agrees to make all disclosures related to the discovery or release of contaminants that are required by law. In the event Client does not own the Project site, Client acknowledges that it is Client's duty to inform the owner of the Project site of the discovery or release of contaminants at the site. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from claims, damages, penalties, or losses and expenses, including attorney fees, related to Client's failure to make any disclosure required by law or for failing to make the necessary disclosure to the owner of the Project site.

SECTION 4: SCHEDULE

4.1 Schedule. Consultant shall complete its obligations within a reasonable time and shall make decisions and carry out its responsibilities in a manner consistent with the Standard of Care. Specific periods of time for rendering Services or specific dates by which Services are to be completed are provided in this Agreement. If Consultant is delayed in the performance of the Services by actions, inactions, or neglect of Client or others for whom Client is responsible, by changes ordered in the Services, or by other causes beyond the control of Consultant, including force majeure events, then the time for Consultant's performance of Services shall be extended and Consultant shall receive payment for all expenses attributable to the delay in accordance with Consultant's then current rates and fees.

4.2 Scheduling On-Site Observations or Services. To the extent Consultant's Services require observations, inspections, or testing be performed at the Project site, Client understands and agrees that Client, directly or indirectly through its authorized representative, has the sole right and responsibility to determine and communicate to Consultant the scheduling of observations, inspections, and testing performed by Consultant. Accordingly, Client also acknowledges that Consultant bears no responsibility for damages that may result because Consultant did not perform such observations, inspections, or testing that Client failed to request and schedule. Client understands that the scheduling of observations, inspections, or testing will dictate the time Consultant's field personnel spend on the job site and agrees to pay for all services provided by Consultant due to Client's scheduling demands in accordance with Consultant's then current rates and fees.

SECTION 5: COST AND PAYMENT OF SERVICES

5.1 Cost Estimates. Consultant's price or fees provided for in this Agreement are an estimate and are not a fixed amount unless otherwise expressly stated in this Agreement. Consultant's estimated fees are based upon Consultant's experience, knowledge, and professional judgment as well as information available to Consultant at the time of this Agreement. Actual costs may vary and are not guaranteed or warranted.

5.2 Payment. Consultant will invoice Client on a monthly basis for Services performed. Client will pay for Services as stated in this Agreement together with costs for Additional Services or costs otherwise agreed to in writing within thirty (30) days of the invoice date. Unless otherwise stated in this Agreement or agreed to in writing, Consultant's costs for all services performed will be based upon Consultant's then current rates, fees, and charges. No retainage shall be withheld by Client. All unpaid invoices will incur an interest charge of 1.5% per month or the maximum allowed by law.

5.3 Other Payment Conditions. Consultant will require Client credit approval and Consultant may require payment of a retainer fee. Client agrees to pay all applicable taxes. Client's obligation to pay for Services under this Agreement is not contingent on Client's ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, Client's successful completion of any project, receipt of payment from a third party, or any other event.

5.4 Third Party Payment. Provided Consultant has agreed in writing, Client may request Consultant to invoice and receive payment from a third party for Consultant's Services. Consultant, in its sole discretion, may also require the third party to provide written acceptance of all terms of this Agreement. Neither payment to Consultant by a third party nor a third party's written acceptance of all terms of this Agreement will alter Client's rights and responsibilities under this Agreement. Client expressly agrees that the Agreement contains sufficient consideration notwithstanding Consultant being paid by a third party.

5.5 Non-Payment. If Client does not pay for Services in full as agreed, Consultant may retain work not yet delivered to Client and Client agrees to return all Project Data (as defined in this Agreement) that may be in Client's possession or under Client's control. If Client fails to pay Consultant in accordance with this Agreement, such nonpayment shall be considered a

default and breach of this Agreement for which Consultant may terminate for cause consistent with the terms of this Agreement and without liability to Client or to others. Client will compensate Consultant for fees earned and expenses incurred up to the time of termination. Client agrees to be liable to Consultant for all costs and expenses Consultant incurs in the collection of amounts invoiced but not paid, including but not limited to attorney fees and costs.

SECTION 6: OWNERSHIP AND USE OF DATA

6.1 Ownership. All reports, notes, calculations, documents, and all other data prepared by Consultant in the performance of the Services ("Project Data") are instruments of Consultant's Services and are the property of Consultant. Consultant shall retain all common law, statutory and other reserved rights, including the copyright thereto, of Project Data.

6.2 Use of Project Data. The Project Data of this Agreement is for the exclusive purpose disclosed by Client and, unless agreed to in writing, for the exclusive use of Client. Client may not use Project Data for a purpose for which the Project Data was not prepared without the express written consent of Consultant. Consultant will not be responsible for any claims, damages, or costs arising from the unauthorized use of any Project Data provided by Consultant under this Agreement. Client agrees to hold harmless, defend and indemnify Consultant from any and all claims, damages, losses, and expenses, including attorney fees, arising out of such unauthorized use.

6.3 Samples, Field Data, and Contaminated Equipment. Samples and field data remaining after tests are conducted, as well as field and laboratory equipment that cannot be adequately cleansed of contaminants, are and continue to be the property of Client. Samples may be discarded or returned to Client, at Consultant's discretion, unless within fifteen (15) days of the report date Client gives Consultant written direction to store or transfer the samples and materials. Samples and materials will be stored at Client's expense.

6.4 Data Provided by Client. Electronic data, reports, photographs, samples, and other materials provided by Client or others may be discarded or returned to Client, at Consultant's discretion, unless within 15 days of the report date Client gives Consultant written direction to store or transfer the materials at Client's expense.

SECTION 7: INSURANCE

7.1 Insurance. Consultant shall keep and maintain the following insurance coverages:

- a. Workers' Compensation: Statutory
- b. Employer's Liability: \$1,000,000 bodily injury, each accident | \$1,000,000 bodily injury by disease, each employee | \$1,000,000 bodily injury/disease, aggregate
- c. General Liability: \$1,000,000 per occurrence | \$2,000,000 aggregate
- d. Automobile Liability: \$1,000,000 combined single limit (bodily injury and property damage)
- e. Excess Umbrella Liability: \$5,000,000 per occurrence | \$5,000,000 aggregate
- f. Professional Liability: \$2,000,000 per claim | \$2,000,000 aggregate

7.2 Waiver of Subrogation. Client and Consultant waive all claims and rights of subrogation for losses arising out of causes of loss covered by the respective insurance policies.

7.3 Certificate of Insurance. Consultant shall furnish Client with a certificate of insurance upon request.

SECTION 8: INDEMNIFICATION, CONSEQUENTIAL DAMAGES, LIABILITY LIMITS

8.1 Indemnification. Consultant's only indemnification obligation shall be to indemnify and hold harmless the Client, its officers, directors, and employees from and against those damages and costs incurred by Client or that Client is legally obligated to pay as a result of third party tort claims, including for the death or bodily injury to any person or for the destruction or damage to any property, but only to the extent proven to be directly caused by the negligent act, error, or omission of the Consultant or anyone for whom the Consultant is legally responsible. This indemnification provision is subject to the Limitation of Liability set forth in this Section 8.

8.2 Intellectual Property. Client agrees to indemnify Consultant against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by Client or others on behalf of Client.

8.3 Mutual Waiver of Consequential Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREUNDER, NEITHER CONSULTANT NOR CLIENT SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, PUNITIVE, INDIRECT, INCIDENTAL OR SPECIAL DAMAGES, OR LOSS OF USE OR RENTAL, LOSS OF PROFIT, LOSS OF BUSINESS OPPORTUNITY, LOSS OF PROFIT OR REVENUE OR COST OF FINANCING, OR OTHER SUCH SIMILAR AND RELATED DAMAGE ASSERTED IN THIRD PARTY CLAIMS, OR CLAIMS BY EITHER PARTY AGAINST THE OTHER.

8.4 Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY IN THE AGGREGATE OF CONSULTANT, CONSULTANT'S OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT FOR ANY CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED CONSULTANT'S PERFORMANCE OF THE SERVICES OR THIS AGREEMENT, FROM ANY CAUSE OR CAUSES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, PROFESSIONAL ERRORS AND OMISSIONS,

STRICT LIABILITY, BREACH OF CONTRACT, INDEMNIFICATION OBLIGATIONS OR BREACH OF WARRANTY, SHALL NOT EXCEED THE TOTAL COMPENSATION RECEIVED BY CONSULTANT OR \$50,000, WHICHEVER IS GREATER.

SECTION 9: MISCELLANEOUS PROVISIONS

9.1 Services Prior to Agreement. Directing Consultant to commence Services prior to execution of this Agreement constitutes Client's acceptance of this unaltered Agreement in its entirety.

9.2 Confidentiality. To the extent Consultant receives Client information identified as confidential, Consultant will not disclose that information to third parties without Client consent. Additionally, any Project Data prepared in performance of the Services will remain confidential and Consultant will not release the reports to any third parties not involved in the Project. Neither of the aforesaid confidentiality obligations shall apply to any information in the public domain, information lawfully acquired from others on a nonconfidential basis, or information that Consultant is required by law to disclose.

9.3 Relationship of the Parties. Consultant will perform Services under this Agreement as an independent contractor, and its employees will at all times be under its sole discretion and control. No provision in this Agreement shall be deemed or construed to create a joint venture, partnership, agency or other such association between the Parties.

9.4 Resource Conservation and Recovery Act. To the extent applicable to the Services, neither this Agreement nor the providing of Services will operate to make Consultant an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation and Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous substances. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from any claims, damages, penalties or losses resulting from the storage, removal, hauling or disposal of such substances.

9.5 Services in Connection with Legal Proceedings. Client agrees to compensate Consultant in accordance with its then current fees, rates, or charges if Consultant is asked or required to respond to legal process arising out of a proceeding related to the Project and as to which Consultant is not a party.

9.6 Assignment. This Agreement may not be assigned by Consultant or Client without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

9.7 Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended, or will be construed, to confer upon or give any person or entity other than Consultant and Client, and their respective permitted successors and assigns, any rights, remedies, or obligations under or by reason of this Agreement.

9.8 Termination. This Agreement may be terminated by either Party for cause upon seven (7) days written notice to the other Party. Should the other Party fail to cure and perform in accordance with the terms of this Agreement within such seven-day period, the Agreement may terminate at the sole discretion of the Party that provided the written notice. The Client may terminate this Agreement for its convenience. If Client terminates for its convenience, then Consultant shall be compensated in accordance with the terms hereof for Services performed, reimbursable costs and expenses incurred prior to the termination, and reasonable costs incurred as a result of the termination.

9.9 Force Majeure. Neither Party shall be liable for damages or deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations (other than the payment of money) results, without its fault or negligence, from any cause beyond its reasonable control, including but not limited to acts of God, acts of civil or military authority, embargoes, pandemics, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, adverse weather conditions, strikes or lock-outs, declared states of emergency, and changes in laws, statutes, regulations, or ordinances.

9.10 Disputes, Choice of Law, Venue. In the event of a dispute and prior to exercising rights at law or under this Agreement, Consultant and Client agree to negotiate all disputes in good faith for a period of 30 days from the date of notice of such dispute. This Agreement will be governed by the laws and regulations of the state in which the Project is located and all disputes and claims shall be heard in the state or federal courts for that state. Client and Consultant each waive trial by jury.

9.11 Individual Liability. No officer or employee of Consultant, acting within the scope of employment, shall have individual liability for any acts or omissions, and Client agrees not to make a claim against any individual officers or employees of Consultant.

9.12 Severability. Should a court of law determine that any clause or section of this Agreement is invalid, all other clauses or sections shall remain in effect.

9.13 Waiver. The failure of either Party hereto to exercise or enforce any right under this Agreement shall not constitute a release or waiver of the subsequent exercise or enforcement of such right.

9.14 Entire Agreement. The terms and conditions set forth herein constitute the entire understanding of the Parties relating to the provision of Services by Consultant to Client. This Agreement may be amended only by a written instrument signed by both Parties. In the event Client issues a purchase order or other documentation to authorize Consultant's Services, any conflicting or additional terms of such documentation are expressly excluded from this Agreement.

November 12, 2024



City of Rogers
c/o: Doran Cote
22350 South Diamond Lake Road
Rogers, Minnesota 55374

Re: Proposal for Geotechnical Exploration
Rogers City Hall
21701 Industrial Boulevard
Rogers, MN 55374
AET Proposal No. P-0038713

Dear Mr. Cote:

American Engineering Testing (AET) is pleased to submit a proposal for this project. In this proposal, we present our understanding of the project, an outline of the scope of services we are to provide, a fee schedule, and an estimate of charges for our services.

Project Information:

We understand that the City of Rogers is proposing to construct a new City Hall and Police building at 21701 Industrial Boulevard in Rogers, Minnesota. Please contact us if the proposed construction is different than our understanding.

Scope of Services:

Field Exploration

Per the emailed request for proposal, we are submitting our fee proposal for the following scope. This proposal is based on the requested boring location and depth as indicated. We will:

- Arrange clearance of underground public utilities through the Gopher State One Call System.
- Perform 8 standard penetration test borings (ASTM: D1586) to a depth of 25 feet each.
- Perform 5 standard penetration test borings (ASTM: D1586) to a depth of 14½ feet each.
- Seal the borehole per Minnesota Department of Health requirements.

We will drill the borings using hollow stem augers or by rotary mud drilling, and sampling by the split-barrel method in general accordance with ASTM D1586. Our crew will keep field logs noting the methods of drilling and sampling, the Standard Penetration Values (N-values, “blows per foot”), preliminary soil classification, and observed groundwater levels. Representative portions of recovered samples will be sealed in jars to prevent moisture loss and submitted to our laboratory for review, testing, and final classification.

We will backfill the boreholes to comply with the Minnesota Department of Health Regulations. Even after backfilling, some sloughing of the backfill may occur, resulting in a potential tripping hazard to pedestrians.

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.

We assume that the Client will backfill and repair any boreholes that may slough after our exploration is complete. AET cannot accept any liability associated with pedestrian injury after we leave the site.

Based on our knowledge of the site, we plan to drill the borings with a truck mounted drill vehicle. Accessing the boring locations may leave ruts, we have not included a fee for site restoration in our cost estimate.

Underground Utilities

Before we drill, we will contact Gopher State One Call to locate public underground utilities. Gopher State One Call does not currently charge for this service, but they will not locate private underground utilities or structures. Examples of private utilities include, but are not limited to, propane lines, sewer laterals, sprinkler systems, site lighting, and electric and data lines between buildings. AET will locate private underground utilities and structures as part of this contract. Please note that private locators cannot guarantee that all private utilities will be located. For the private locator to be accurate and effective, the property owner must provide maps, plans and records showing the location of all private utilities and structures. The property owner must also provide a knowledgeable site representative to meet with the private locator.

AET shall be entitled to rely upon the accuracy of all location information supplied by any source. We will not be responsible for any damages to underground utilities or structures not located or incorrectly identified by the property owner, any maps, plans or records, or public or private utility locator providers.

Laboratory Testing

We will initiate routine laboratory testing by reviewing each recovered soil sample to assess the major and minor soil components, while also noting the color, degree of saturation, and lenses or seams in the samples. If we encounter cohesive soil, we will test selected samples for moisture content.

On completion of testing, we will visually/manually classify each sample on the basis of texture and plasticity in accordance with the Unified Soil Classification System, and prepare the boring log.

Report

We will prepare a report for each site in which we will present the results of our subsurface exploration and laboratory testing. This report will include logs of the test borings, the geotechnical laboratory test results, a summary of the environmental screening and laboratory testing results, a review of the engineering properties of the on-site soils, and our geotechnical engineering opinions and recommendations regarding the following:

- Grading procedures to prepare the building area for structural support, including comments on the suitability of the on-site soils for reuse as fill.
- Foundation types and depths, including allowable soil bearing capacity and estimates of foundation settlement.
- Ground floor slab support, including recommendations on the need for a vapor or capillary water barrier.
- Backfilling procedures, including material types and compaction requirements.

- Preparation of the subgrade for exterior bituminous pavements.
- Estimated subgrade R value.
- Pavement section thickness designs.
- Utility trench backfilling recommendations.
- Comments on other items which may affect final performance or constructability, such as frost heave and drainage considerations.

Fees:

For the scope of services described above, our charges will be as follows:

1. Boring Locations, Utility Clearance, Private Locates	\$ 1,150.00
2. Drilling and Sampling - 13 borings, 275 feet	\$13,200.00
3. Laboratory classification and testing	\$ 1,000.00
4. Geotechnical Report	<u>\$ 2,000.00</u>
TOTAL ESTIMATE	\$17,350.00

We will establish \$17,350.00 as a not-to-exceed lump sum fee for the geotechnical borings. In the event the scope of our services needs to be revised (for example, additional or deeper borings/soundings, or additional field or laboratory testing), we will review such scope adjustments and the associated fees with you, and receive your approval before proceeding. Our fees will be in effect until January 31, 2025, after which they will be subjected to review and possible escalation.

Minnesota Department of Health Fees (Include this section on Minnesota projects)

Effective July 1, 2019, the Minnesota Department of Health (MDH) has changed the borehole sealing and notification requirements. For sites where borings are drilled to a depth of 15 feet or deeper, all licensed drilling companies are required by law to grout the boreholes upon completion. For borings 25 feet in depth or deeper all licensed drilling companies must submit written notification to the MDH prior to drilling along with a fee of \$75. Projects that span multiple properties will require multiple notifications. The MDH also requires that a Sealing Record be submitted to the MDH, with a copy to you, after the borings are completed. The above fee estimate for our geotechnical services includes the MDH fee for the proposed scope of drilling; however, because subsurface conditions can change between borings, the final MDH fee (including an administrative charge of \$65 per notification) will be added, if necessary, to our final invoice to you.

The MDH Notification and Sealing Record requires the Property Owner name and mailing address (the Property Owner will also receive a copy of the Sealing Record). Please verify this information below for both properties.

Property Owner's name/company name: _____

Property Owner's mailing address: _____

Environmental Concerns:

This proposal is presented for engineering services to evaluate the structural properties of the soil at the specified site. This proposal does not cover an environmental assessment of the site or environmental testing of the soil or groundwater. If you wish to have us provide these additional services, please contact us.

Terms and Conditions:

All AET Services are provided subject to the Terms and Conditions set forth in the enclosed “Environmental/Geotechnical 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 venturers and third-party beneficiaries. Please be advised that additional insured status is granted upon acceptance of the proposal.

By authorizing this proposal, we will proceed with the understanding that permission has been given by the current property owner to enter the site and perform our field services.

Acceptance:

This proposal is presented in electronic (PDF) form; hard copies can be prepared and mailed to your office upon request. 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 and Amendments: 1) issuing an authorizing purchase order for any of the Services described above, 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.

If you have questions regarding this proposal, please contact us.

Sincerely,

American Engineering Testing, Inc.



Kevin B. Beidelman
Albertville Branch Supervisor
Phone: (763) 244-5413
Email: kbeidelman@teamAET.com



Robert J. Olson, PE
Area Manager
Phone: (763) 742-8651
Email: rolson@teamAET.com

Attachments: AET Service Agreement (4 pgs.)
Proof of Insurance
W9

ACCEPTANCE AND AUTHORIZATION: AET Proposal No. P-0038713

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.: _____

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” refers 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 provided, site safety plans or other documents which may control or affect AET’s Services. If new information becomes available 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 or indemnity obligations of AET for loss or damages related to such changes. Client will provide a representative for timely answers to project-related questions by AET.

1.3 - AET is responsible only for performance of the Services. AET will not be held responsible for work or omissions by Client or any other party working on the project. The Services do not include construction management, general contracting or surveying services. AET will not be responsible for directing or supervising the work of other parties, unless specifically authorized and agreed to in writing.

1.4 – Client acknowledges the limitations inherent in sampling to characterize buried subsurface conditions. Variations in soil 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 in soil and subsurface conditions.

1.5 - AET is not responsible for interpretations or modifications of AET’s recommendations by other persons.

1.6 - Should changed conditions be alleged, Client agrees to notify AET before evidence of alleged change is no longer accessible for evaluation.

1.7 – 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.

1.8 - 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 - SITE ACCESS AND RESTORATION

2.1 - Client will furnish AET safe and legal site access.

2.2 Client acknowledges that in the normal course of its Services, AET may unavoidably alter existing site conditions or affect the environment in the area being studied. AET will take reasonable precautions to minimize alterations to the site or existing materials. Restoration of the site is the responsibility of the Client.

SECTION 3 - UNDERGROUND UTILITIES AND STRUCTURES (FACILITIES)

3.1 - AET’s sole responsibility under this section will be to contact the state “call before you dig” notification center (e.g. Gopher State One Call in Minnesota), if such an entity exists, for location information of public utilities only. AET shall have no obligation to proceed with the work until Client has fully complied with all the requirements of this Section 3.

3.2 - Client will mark or cause to be marked the location of all other 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 acknowledges that location data may be incorrect or that some Facilities may not be capable of location and Client fully accepts this risk and waives any claims against AET for incorrect locations or Facilities incapable of location.

3.4 - 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.

SECTION 4 - CONTAMINATION

4.1 - Client acknowledges and accepts all contamination risks which may be associated with the Services. Risks include, but are not limited to, cross contamination created by linking contaminated zones to uncontaminated zones during the drilling process; containment and proper disposal of known or suspected hazardous materials, drill cuttings and drill fluids; and decontamination of equipment and disposal and replacement of contaminated consumables. Discovery of actual or suspected hazardous materials shall entitle AET to take immediate measures it deems necessary in its sole discretion, including regulatory notification, to protect human health and safety, and/or the environment. Further, discovery of such materials constitutes a changed condition for which Client agrees to pay associated additional cost.

4.2 - Client shall indemnify and hold AET harmless from all liability, damages, claims or costs resulting from contaminants on the site.

SECTION 5 - SAFETY

5.1 - Client shall inform AET of any known or suspected hazardous materials or unsafe conditions at the site. 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.

5.2 - 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 6 – SAMPLES

6.1 - 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.

6.2 - 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 7 - 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 8 - 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 9 - INSURANCE

AET maintains insurance with coverage and minimum limits shown below. AET will furnish certificates of insurance to Client upon request.

9.1 –

Workers' Compensation Employer's Liability	Statutory Limits \$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

9.2 - 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.

9.3 - Automobile Liability insurance shall include coverage for all owned, hired and non-owned automobiles.

9.4 - 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.

9.5 - 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.

9.6 - 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.

9.7 - 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 10 - 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 11 - PAYMENT, INTEREST, AND BREACH

11.1 - 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.

11.2 - 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.

11.3 - 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.

11.4 - AET reserves the right to charge a 2.5% fee on any payment made using a credit card or debit card.

SECTION 12 - 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 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 13 - MEDIATION

13.1 - 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.

13.2 - 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 14 - LITIGATION REIMBURSEMENT

Except for matters relating to non-payment of fees, which is governed by Section 11 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 15 - MUTUAL INDEMNIFICATION

15.1 - Subject to the limitations contained in Sections 15 and 18, AET agrees to indemnify Client from and against damages and costs to the extent caused by AET's negligent performance of the Services.

15.2 - 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.

15.3 - 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.

15.4 - 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 16 - 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 17 - 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 18 - 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 19 - 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 20 - TERMINATION

After 7 days' written notice, either party may elect to terminate this Agreement for justifiable reasons. In this event, the Client shall pay AET for all work performed, including demobilization and reporting costs to complete the Services.

SECTION 21 - 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 22 - 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 23 - 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.

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

6 City, state, and ZIP code

ST. PAUL, MN 55114

Requester's name and address (optional)

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:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 Ann Ross NAME: PHONE (A/C, No, Ext): (651) 288-5137 FAX (A/C, No): (651) 286-0560 E-MAIL ADDRESS: ann.ross@hubinternational.com		
INSURED AMERICAN CONSULTING SERVICES INC AMERICAN ENGINEERING TESTING INC AMERICAN PETROGRAPHIC SERVICES INC 550 CLEVELAND AVE N ST PAUL, MN 55114-1804		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:		

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ 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 ☒ 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	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ 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) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	UB9H9151012443G	1/1/2024	1/1/2025	☒ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
								\$
E	PROF/POLL LIABILITY RETRO: 070287			ECH254066939 ECH254066939	1/1/2024 1/1/2024	1/1/2025 1/1/2025	EACH CLAIM	10,000,000
							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

CANCELLATION

ILLUSTRATION CERTIFICATE

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

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made on the 26th day of November, 2024, between the **CITY OF ROGERS, 22350 S. Diamond Lake Road, Rogers MN 55374** ("City") and **BRAUN INTERTEC CORPORATION, 11001 Hampshire Avenue S., Minneapolis MN 55438** ("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 November 26, 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

BRAUN INTERTEC CORP.

By: _____
Rick Ihli, Mayor

By: _____

Date: _____

Its: _____ Contracts Officer

Date: _____

By: _____
Steven Stahmer, City Administrator

Date: _____

November 12, 2024

Proposal QTB206370

Mr. Doran Cote
City of Rogers
22350 S Diamond Lake Rd
Rogers, MN 55374

Re: Proposal for a Geotechnical Evaluation
City of Rogers New Police Department and City Hall
21701 Industrial Blvd
Rogers, Minnesota

Dear Mr. Cote:

Braun Intertec Corporation respectfully submits this proposal to complete a geotechnical evaluation for the proposed new city hall and police department at the referenced site.

Project Information

We understand this project includes a proposed new city hall and police department for the City of Rogers. The project will also include associated underground utilities, and parking lots. We understand this project is located at a site with two existing buildings, utilities and parking lots.

Purpose

The purpose of our geotechnical evaluation will be to characterize subsurface geologic conditions at selected exploration locations, evaluate their impact on the project, and provide geotechnical recommendations for the design and construction of the proposed police department and city hall along with their associated utilities and parking lots.

Scope of Services

We propose the following tasks to help achieve the stated purpose. If we encounter unfavorable or unforeseen conditions during the completion of our tasks that lead us to recommend an expanded scope of services, we will contact you to discuss the conditions before resuming our services.

Site Access

Based on aerial photographs, it appears that the site is accessible to a truck drill rig. We assume there will be no cause for delays in accessing the exploration locations. We are not including tree clearing, debris or obstruction removal, grading of navigable paths, or snow plowing.

Depending on access requirements, ground conditions or potential utility conflicts, our field crew may alter the exploration locations from those proposed to facilitate accessibility.

Our drilling activities may also impact the vegetation and may rut the surface to access boring locations. Restoration of vegetation and turf is not part of our scope of services.

Staking

We will stake prospective subsurface exploration locations, as selected by others, and obtain surface elevations at those locations using GPS (Global Positioning System) technology. For purposes of linking the GPS data to an appropriate reference, we request that you provide CAD files indicating location/elevation references appropriate for this project, or give us contact information for the consultant that might have such information.

Utility Clearance

Prior to drilling or excavating, we will contact Gopher State One Call and arrange for notification of the appropriate utility vendors to mark and clear the exploration locations of public underground utilities. You, or your authorized representative, are responsible to notify us before we begin our work of the presence and location of any underground objects or private utilities that are not the responsibility of public agencies.

In addition, our fees include a budget to retain a private locate company to mark private utilities that are not the responsibility of public agencies. Upon our request, the property owner must also be available to assist the private locate company in determining the presence of any underground objects or the location of utilities. We will not be liable for any damages resulting from unidentified or misidentified underground objects or utilities. Further, we reserve the right to stop work if underground objects or utilities are suspected or known to exist, but locations cannot be accurately determined.

Penetration Test Borings

As requested, we will drill 13 standard penetration test (SPT) borings for the project. Table 1 provides a summary of the proposed boring locations and depths. We will perform standard penetration tests at 2 1/2-foot vertical intervals to a depth of about 15 feet, and at 5-foot intervals at greater depths.

Table 1. Summary of Proposed Borings

Location	Quantity	Depth (Feet)	Depth (feet)
Proposed building footprint	8	25*	200
Streets	5	15*	75
Total	13	---	275

*Borings will terminate 1/2 foot less than indicated to reduce MDH fees.

If the intended boring depths do not extend through unsuitable material, we will extend the borings at least 5 feet into suitable material at greater depths. The additional information will help evaluate such issues as excavation depth, consolidation settlement, and foundation alternatives, among others. If we identify a need for deeper (or additional) borings, we will contact you prior to increasing our total estimated drilled footage and submit a Change Order summarizing the anticipated additional effort and the associated cost, for your review and authorization.

Groundwater Measurements

If the borings encounter groundwater during or immediately after drilling of each boring, we will record the observed depth on the boring logs.

MDH Sealing Record

We are planning the deepest borings to be at least 15 feet and less than 25 feet. Therefore, the Minnesota Statutes require us to complete a Sealing Record after our completion of the borings. Our proposal includes the fees for the Minnesota Department of Health (MDH) Sealing Record.

In the event we extend our borings to a depth of 25 feet or greater, the MDH requires us to complete and submit a Sealing Notification Form for the project. The submission of the Sealing Notification Form will require a signature from the property owner (or agent). If we extend our borings to a depth of 25 feet or greater, we will forward on to you a copy of the form for signature and increase our total fees by **\$200**.

Borehole Abandonment

We will backfill our exploration locations immediately after completing the drilling at each location. Minnesota Statutes require sealing temporary borings that are 15 feet deep or deeper. Based on our proposed subsurface characterization depths, we will seal 200 linear feet of borehole with grout. Our lump sum fee includes those fees associated with the sealing.

Upon backfilling or sealing exploration locations, we will fill holes in pavements with a temporary patch.

Sealing boreholes with grout will prevent us from disposing of auger boring cuttings in the completed boreholes. Unless you direct us otherwise, we intend to thin-spread the cuttings around the boreholes. If we cannot thin-spread cuttings, we will put them in a container left on site. We can provide off-site disposal of the cuttings for an additional fee.

Over time, subsidence of borehole backfill may occur, requiring releveling of surface grades or replacing bituminous or concrete patches. We are not assuming responsibility for re-leveling or re-patching after we complete our fieldwork.

Sample Review and Laboratory Testing

We will return recovered samples to our laboratory, where a geotechnical engineer will visually classify and log them. To help classify the materials encountered and estimate the engineering properties necessary to our analyses, we anticipate performing moisture content tests, mechanical analyses (through a #200 sieve only), and Atterberg limits tests. We will adjust the actual number and type of tests based on the results of our borings.

Engineering Analyses

We will use data obtained from the subsurface exploration and laboratory tests to evaluate the subsurface profile and groundwater conditions, and to perform engineering analyses related to structure and pavement design and performance.

Report

We will prepare a geotechnical report including:

- A boring sketch showing the exploration locations, based on GPS data.
- Logs of the Borings describing the materials encountered and presenting the results of our groundwater measurements and laboratory tests.
- A summary of the subsurface profile and groundwater conditions.
- Discussion identifying the subsurface conditions that will impact design and construction.
- Discussion regarding the reuse of on-site materials during construction.
- Recommendations for preparing structure and pavement subgrades, and the selection, placement and compaction of fill.
- Recommendations for the design and construction of the proposed city hall and police department and associated parking lots.

We will only submit an electronic copy of our report to you unless you request otherwise. At your request, we can also send the report to additional project team members.

Schedule

We anticipate performing our work according to the following schedule.

- Drill rig mobilization – within about 3 to 5 weeks following receipt of written authorization
- Field exploration – 2 days on site to complete the work
- Preliminary results (boring logs) – about 1 week after completion of field exploration
- Final report submittal – within 2 to 3 weeks after completion of field exploration

If we cannot complete our proposed scope of services according to this schedule due to circumstances beyond our control, we may need to revise this proposal prior to completing the remaining tasks.

Fees

We will furnish the services described in this proposal for a lump sum fee of **\$14,950**.

Table 2. Proposed Fee Breakdown

Service	Fee
GPS Staking, Public Utility Clearance, Boring sketch and Private locates	\$1,500
Site mobilization, Drilling, grouting, MDH sealing records	9,000
Geotechnical Laboratory Testing	1,300
Coordination, Engineering Analysis, and Report	3,150
Total	\$14,950

Additional Services

Our fees do not include potential costs due to the need for snow plowing, towing, stand-by time or work that is not included in the above scope of services. We will charge costs for snow plowing or towing (if necessary) at a rate of 1.15 times the actual cost. For stand-by time (defined as time spent by our field crew due to circumstances that are beyond the control of our field crew or its equipment, or beyond the scope of service indicated above), we will charge a rate of **\$390** per hour.

Additional site mobilizations will be charged at **\$900** per day, if required. If we must extend borings beyond their intended termination depths, or perform additional borings, we will charge for the additional drilling at a rate of **\$40** per foot, including all associated fees for drilling, materials, and engineering. If we extend our borings to a depth greater than 25 feet, we are required to submit a sealing record and add grout to the deeper boreholes; therefore our total fees increase by **\$200**, plus additional footage fees previously noted.

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. Please sign and return a copy to us in its entirety.

We based the proposed fee on the scope of services described and the assumptions that you will authorize our services 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 Dan Leffler at 612.501.4546 (dleffler@braunintertec.com) or Joe Westphal at 952.995.2238 (jwestphal@braunintertec.com).

Sincerely,

BRAUN INTERTEC CORPORATION



Daniel J. Leffler, PE
Project Engineer



Joseph L. Westphal, PE
Director, Senior Engineer

Attachments:
Requested Soil Boring Locations
General Conditions (11/4/2024)

The proposal is accepted, and you are authorized to proceed.

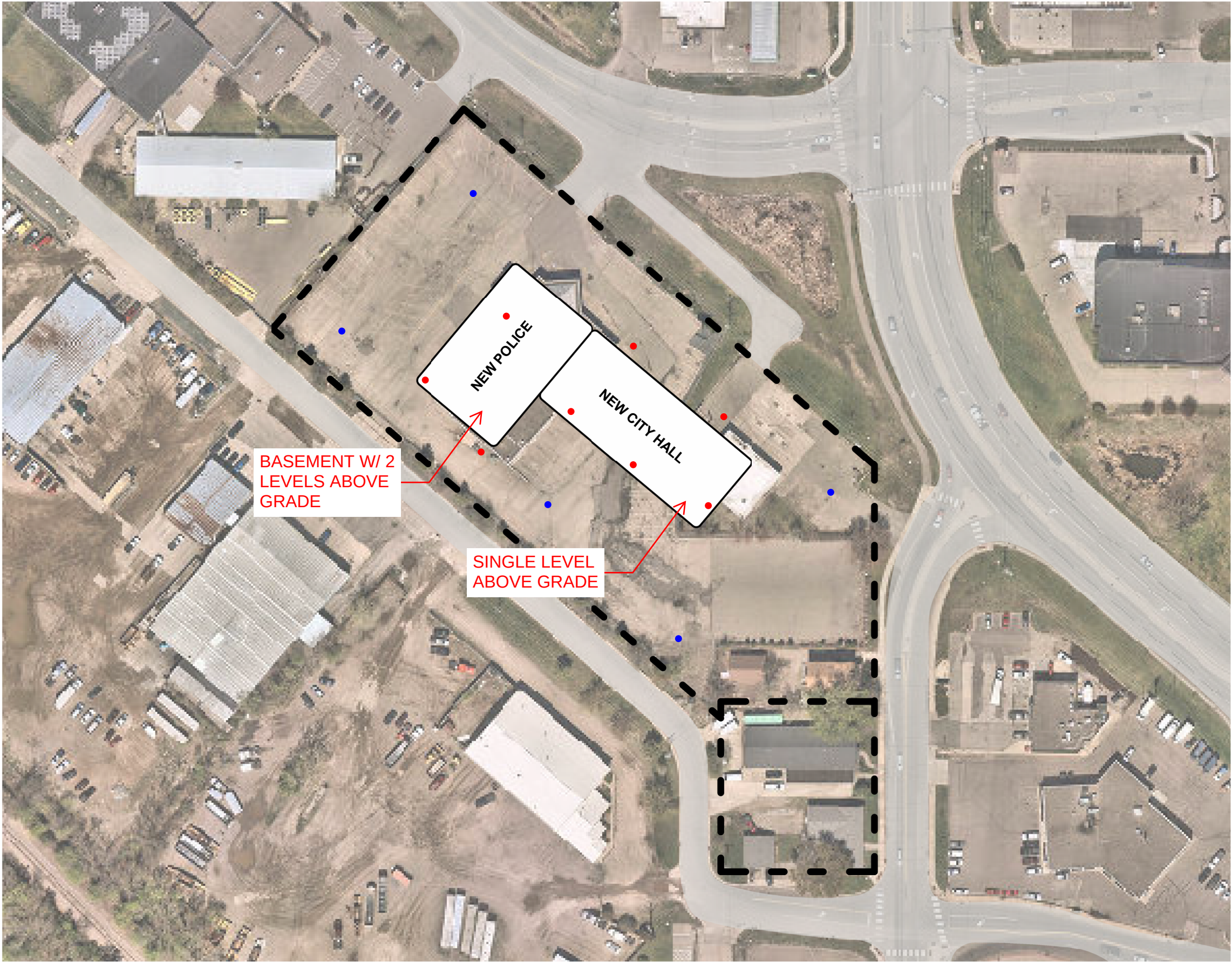
Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

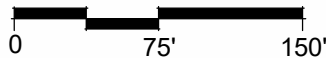
Date



- Structural boring (25' deep)
-- Include lateral soil pressures in basement areas.
- Civil boring (14.5' deep)

1 SITE DIAGRAM

1" = 100'-0"



09/08/2024 10:49:51 PM Wold Architects and Engineers\GOV-MN-CITY-Rogers - XXXXXX - New Police and City Hall SD\02_Arch\Rogers Police and City Hall.rte

SITE DIAGRAM
SD01

Comm No: 9999



STAFF REPORT

Meeting Date: November 26, 2024

ROGERS CITY COUNCIL

Agenda Item: 5.5

Subject: Approve Acquisition of Easements for Fletcher Bypass, City Project No. 1409

Prepared By: Mike Albers, Assistant City Engineer

Overview / Background / Analysis

On June 28, 2022, the city was advised by the US Department of Transportation Federal Highway Administration (FHWA) that the Consolidated Appropriations Act, 2022 (Public Law 117-103) appropriates a total of \$2,444,927,823 for Highway Infrastructure Programs (HIP) from the General Fund of the Treasury for fiscal year (FY) 2022. Of such amount, \$846,927,823 is set aside for "Community Project Funding / Congressionally Directed Spending." The Fletcher Bypass was included with the 307 projects allocated \$845,719,823. Fletcher Bypass was allocated \$3,501,040.

On June 27, 2023, the City Council directed staff to proceed with the preliminary design, environmental documentation, easement acquisition and final design work for the Fletcher Bypass project, City Project No. 1409. This project is scheduled to be constructed in 2025 and 2026.

In order to construct the Fletcher Bypass improvements, permanent drainage, utility, sidewalk and trail easements and temporary construction easements are required from 3 separate parcels near the future intersection of Territorial Road and Fletcher Bypass. The City's consulting engineer, WSB & Associates, Inc., has been diligently working with the affected property owners to reach agreements to voluntarily convey the easements. Acquisition Agreements have been reached for the following parcel which requires City Council approval:

Parcel No. 1; PID 25-120-23-32-000 (12020 Fletcher La): This parcel is owned by Mary Queen of Peace Catholic Church and requires both permanent easements and temporary construction easements with total compensation being offered in the amount of \$55,000.

The Fletcher Bypass project is identified in the City's 2024 Capital Improvement Program and the total project cost is estimated to be \$13,350,000. The total value of the permanent easements and temporary construction easements for Parcel 1 is \$55,000 which is being funded out of the Capital Improvement Projects Fund.

To date, including the above parcel, we have easement acquisition agreements with all of the parcels. The total value of the permanent easements and temporary construction easements for the project is \$86,400.

Staff Recommendation

Motion to approve acquisition of easements for Fletcher Bypass, City Project No. 1409.

Financial Impact: \$55,000

Source Fund: 402

Budgeted? Yes

Supporting Documentation

A. Memo of Agreement

MEMORANDUM OF AGREEMENT

Fletcher Bypass Project

City Project No.: 1409

WSB Project No.: 23286-00

Parcel No.: 1

Fee Owner: The Catholic Church of Mary Queen of Peace, a Religious Parish Corporation under the laws of Minnesota

On this 13 day of November, 2024, The Catholic Church of Mary Queen of Peace, a Religious Parish Corporation under the laws of Minnesota, Owners of the above-described parcel of property located in County of Hennepin, State of Minnesota, did execute and deliver a conveyance of real estate to the City of Rogers and Hennepin County.

This agreement is now made and entered as a Memorandum of all the terms, and the only terms, agreed upon in connection with the above transaction. It is hereby acknowledged and agreed upon between the parties that:

1. The Owners have been furnished with the approved estimate of just compensation for the property acquired and a summary statement of the basis for the estimate. The Owners understand that the acquired property is for use in connection with the construction of the Fletcher Bypass Project.
2. The Owners understand and acknowledge that WSB, LLC, Agent for the City of Rogers and Hennepin County, has no direct, indirect, present, or contemplated future personal interest in the property or in any benefits from the acquisition of the property.
3. That in full compensation for the conveyance of said property, the City of Rogers shall pay the Owners the sum of (\$55,000.00) Fifty-five thousand and 00/100 dollars for permanent right of way, drainage and utility easements, temporary easements and damages. Owners understand that payment by the City of Rogers must await approval of title and processing of a voucher.
4. In the event of a clerical error, Grantor, whether one or more, agree to cooperate in correcting the error including but not limited to resigning all documents.

It is understood and agreed that the entire agreement of the parties is contained in this Memorandum of Agreement and Permanent Easement Document dated November 13 2024 and that these documents and agreements include all oral agreements, representations, and negotiations between the parties.

Date: _____

By: _____
City of Rogers

Owners:

Richard L. Lelli, Pres. R

Name:

Date: 13 Nov 2024

Bar Edus, Secretary Trustee

Name:

Date: 13 Nov 2024

Name:

Date:

Name:

Date:



09/16/2024

SENT VIA CERTIFIED MAIL

Mr. Chuck Bichler
CMB Law, PLLC
16625 Firestone Path
Farmington, MN 55024

RE: Last Written Offer for: -
Fletcher Bypass Project
Mary Queen of Peace Catholic Church
12020 Fletcher Lane, Rogers, MN
55374 PID#:2512023320005

Dear Mr. Bichler:

The City of Rogers hereby submits to your client, Mary Queen of Peace Catholic Church, a last written offer in a sum of Fifty-five thousand and 00/100 (\$ 55,000.00) Dollars for real property rights and damages on your client's property in Rogers, Minnesota as detailed above. The real property rights and damages are associated with the above project, which were originally presented in the offer letter dated May 31, 2024.

The purpose of this last written offer is to encourage a direct settlement by and between you, your client and the City, which is limited to such purpose. The City prefers to compromise and settle with your client by this last written offer prior to its project schedule requiring condemnation proceedings under the right of eminent domain. In the event of condemnation proceedings, the County's estimate of just compensation remains as presented in our letter dated May 31, 2024 and its enclosures and references, including an appraisal report with the date of report of February 6, 2024, or as may be updated to a date of taking.

If you have any questions, please contact me by correspondence at the address on the letterhead, by email at bjohnson@wsbeng.com or by telephone at 612-219-6735.

Sincerely,

WSB

Benton Johnson
Consultant for City of Rogers

May 31, 2024

Mary Queen of Peace
10202 Fletcher Lane
Rogers, MN 55374

Re: Offer to Purchase
Fletcher Bypass Project, City Project No.: 1409
City of Rogers
Property Located at: 10202 Fletcher Lane
Parcel No.: 1
PID: 2512023320005

To The Catholic Church of Mary Queen of Peace:

The City of Rogers and Hennepin County are planning the construction of the new Fletcher Bypass road from south of Territorial Drive to CSAH 81. This letter constitutes the City of Rogers' formal **Offer to Purchase** the land rights over property you own, or rights that are claimed through your ownership, necessary for this project.

The City of Rogers hereby offers the sum of \$32,600.00 for all real estate rights to be acquired on and over this property, in association with this project. The City's offer is summarized on the attached document.

You will have a reasonable length of time to consider the offer. To aid in your decision, you may wish to secure your own appraisal. Minnesota law provides reimbursement in an amount not to exceed \$5,000.00 for the actual costs of an appraisal of commercial property acquired by direct purchase. Reimbursement cannot be made without receipt of the information necessary for reimbursement, including a copy of the owner's appraisal, at least five days before a condemnation commissioners' hearing. In all cases, it is important to know that a review of the appraisal provided by another appraiser is **not** eligible for reimbursement.

If you accept the offer, the parcel will be acquired by direct purchase, and you will be paid upon satisfactory evidence of marketable title. In the unlikely scenario that a mutually acceptable agreement cannot be arrived at in a timely manner, the property may be acquired in an eminent domain proceeding.

Your signature, at the end of this Offer to Purchase, is only for the verification that such an offer has been given to you. You also acknowledge that you have received

the Acquisition and Compensation Summary as page 3 of this letter, an attached "Acquisition Information for Property Owners" booklet, and the parcel sketch of your property. Your signature below does not affect your right to have the final amount determined through eminent domain proceedings in the event the direct purchase method of acquisition is unsuccessful.

On behalf of the City of Rogers and Hennepin County we wish to thank you for your cooperation and assistance, and we look forward to working with you toward a mutually satisfactory completion of the acquisition process.

Sincerely,
WSB



Faye M. Gillespie
Right of Way Project Manager I

Attachments: Acquisition and Compensation Summary
Parcel sketch
Guidebook for Property Owners
Copy of this letter for your records

IF THIS OFFER TO PURCHASE IS ACCEPTABLE
PLEASE INDICATE BY SIGNING AND DATING THE ACCEPTANCE LINES BELOW

I certify that on _____, 2024, I (we) accept the Offer to Purchase above for the indicated amount. I (we) also certify that I (we) have received copies of the appraisal, a booklet titled "Acquisition Information for Property Owners", Acquisition and Appraisal Summary, and the parcel sketch mentioned above.

IF YOU WOULD LIKE MORE TIME TO CONSIDER THE OFFER OR MORE INFORMATION BEFORE ACCEPTING THIS OFFER TO PURCHASE, PLEASE INDICATE BY SIGNING AND DATING BELOW THAT YOU RECEIVED AN OFFER TO PURCHASE WITH ATTACHMENTS.

I certify that on _____, 2024 I (we) received the Offer to Purchase above for the indicated amount. I (we) also certify that I (we) have received copies of the appraisal, a booklet titled "Acquisition Information for Property Owners", Acquisition and Appraisal Summary, and the parcel sketch mentioned above.

ACQUISITION AND COMPENSATION SUMMARY Fletcher Bypass Project

Project: The Fletcher Bypass Project

City Project No.: 1409

Parcel No.: 1

Tax PID(s): 2512023320005

Property Address: 10202 Fletcher Lane

Fee Owners: The Catholic Church of Mary Queen of Peace, a Religious Parish Corporation under the laws of Minnesota

Description of the property interests to be acquired:

See attached Exhibit A: Parcel Sketch

COMPENSATION SUMMARY	
Permanent Roadway 2,190 sq ft	\$8,400.00
Permanent Drainage, Utility, Sidewalk & Trail Easement: 1,941 sq ft	\$6,700.00
Temporary Construction Easement: 4,381 sq ft	\$3,300.00
Other Damages: Trees, signage, lawn and driveways	\$14,200.00
TOTAL:	\$32,600.00

**GRANT OF PERMANENT EASEMENT
FOR PUBLIC DRAINAGE, UTILITY, SIDEWALK AND TRAIL PURPOSES**

THIS INDENTURE, Made this this 13 day of November, 2024 by The Catholic Church of Mary Queen of Peace, a Religious Parish Corporation under the laws of Minnesota, a Minnesota limited liability company, "**Grantor**", and City of Rogers, a Minnesota municipal corporation, together with all hereditaments and appurtenances belonging thereto (hereinafter referred to as the "**Grantee**").

WITNESSETH: That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, the Grantor hereby gives, grants, conveys and relinquishes unto said Grantee, and Grantee's officers, employees, agents, representatives, contractors and invitees, a permanent and perpetual Easement for the drainage and utility purposes and other municipal utilities, reconstruction, operation, maintenance, inspection, alteration, repair and use of a public sidewalk, street, curb and gutter, storm sewer, sanitary sewer, water, cable, electric and other municipal utilities, trails facilities and improvements upon, over, under, across and through the following-described tract or parcel of land located in The City of Rogers, Minnesota, and described on the attached Exhibit "A" (The "Easement Area") and depicted on the attached Exhibit "B".

Grantor warrants and covenants that Grantor is the fee simple owner of the above-described premises and has the lawful right and authority to convey and grant this Easement and will warrant and defend title to the above-described premises against all claims.

This Easement includes the right of the Grantee, its contractors, agents, employees and invitees to enter upon said premises at all reasonable times for the purposes of construction, grading, sloping, restoration, and all purposes in furtherance thereof or related thereto, including but not limited to the right to remove trees, shrubs or other vegetation and existing structures and improvements in the Easement Area, as well as the right to deposit earthen materials within the Easement Area, to move, store, and remove equipment and supplies, and to perform any other work necessary and incident to Grantee's project or to the continued operation of Grantee's improvements within the Easement Area or Grantee's use of this Easement.

Grantee shall have no responsibility for pre-existing environmental contamination or liabilities.

To have and to hold the Easement and right of way unto the Grantee for the purposes herein stated.

This Easement, and all covenants, terms, conditions, provisions and undertakings created by this Easement are perpetual and will run with the land and will be binding upon Grantor's heirs, successors, executors, administrators and assigns of the parties hereto.

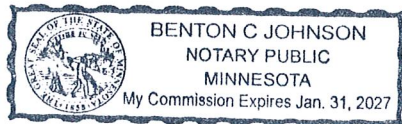
IN WITNESS WHEREOF, the Grantor has hereunto executed this Easement on the day and year first above written.

WITNESS, The hand of the GRANTOR:

By: Fr. Mark Pavlik
Fr. Mark Pavlik
Its: Vice President

STATE OF MINNESOTA)
) ss:
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me on the 13 day of November, 2024, by Fr. Mark Pavlik, the Vice President, of The Catholic Church of Mary Queen of Peace, a Religious Parish Corporation under the laws of Minnesota, on behalf of the corporation, Grantor.

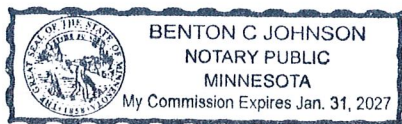


Benton Johnson
Notary Public

By: Brian Edison
Brian Edison
Its: Secretary

STATE OF MINNESOTA)
) ss:
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me on the 13 day of November, 2024, by Brian Edison, the Secretary, of The Catholic Church of Mary Queen of Peace, a Religious Parish Corporation under the laws of Minnesota, on behalf of the corporation, Grantor.



Benton Johnson
Notary Public

This Instrument Drafted By:

WSB & Associates, Inc. as Agent for
the City of Rogers, MN
701 Xenia Ave South, Suite 300
Minneapolis, MN 55146

Return to:

Benjamin Barker
Director of Right of Way
WSB & Associates, Inc.
701 Xenia Ave South, Suite 300
Minneapolis, MN 55146

EXHIBIT A

LEGAL DESCRIPTION

A permanent easement for drainage, utility, sidewalk and trail purposes over, under and across that part of the following described parcel:

That part of the following described property:

The East 598.95 feet of the West 631.95 feet of the South 97.77 feet of the Southwest Quarter of the Northwest Quarter and that part of the East 599.00 feet of the West 632.00 feet of the Northwest Quarter of the Southwest Quarter, all in Section 25, Township 120, Range 23, Hennepin County, Minnesota lying northerly of the northerly right of way line of Territorial Road. Said right of way line being a line distant 33.00 feet northeasterly of the centerline of said Territorial Road as measured at a right angle from said centerline.

AND

The East 598.95 feet of the West 631.95 feet of the North 363.56 feet of the South 461.33 feet of the Southwest Quarter of the Northwest Quarter of Section 25, Township 120, Range 23, Hennepin County, Minnesota.

Which lies northwesterly of a line drawn parallel with and distant 72.5 feet northwesterly of the following described line:

Commencing at the southwest corner of the Southwest Quarter of Section 25, Township 120, Range 23, Hennepin County, Minnesota; thence on an assumed bearing of North 00 degrees 12 minutes 24 seconds East, along the west line of said Southwest Quarter, a distance of 554.99 feet to the point of beginning of the line to be described; thence North 02 degrees 41 minutes 21 seconds East, a distance of 102.89 feet; thence northeasterly, 2112.67 feet along a tangential curve concave to the southeast having a radius of 2592.01 feet and a central angle of 46 degrees 42 minutes 00 seconds; thence North 49 degrees 23 minutes 21 seconds East, tangent to the last described curve, a distance of 986.73 feet to the southwesterly line of the Burlington Northern Railroad, and said line there terminating.

Said permanent easement lies Easterly of the east right of way line of Hennepin County State Aid Highway No. 116 and Southerly of Line B, EXCEPT that part which lies Southerly of Line A, said Lines A and B described as follows:

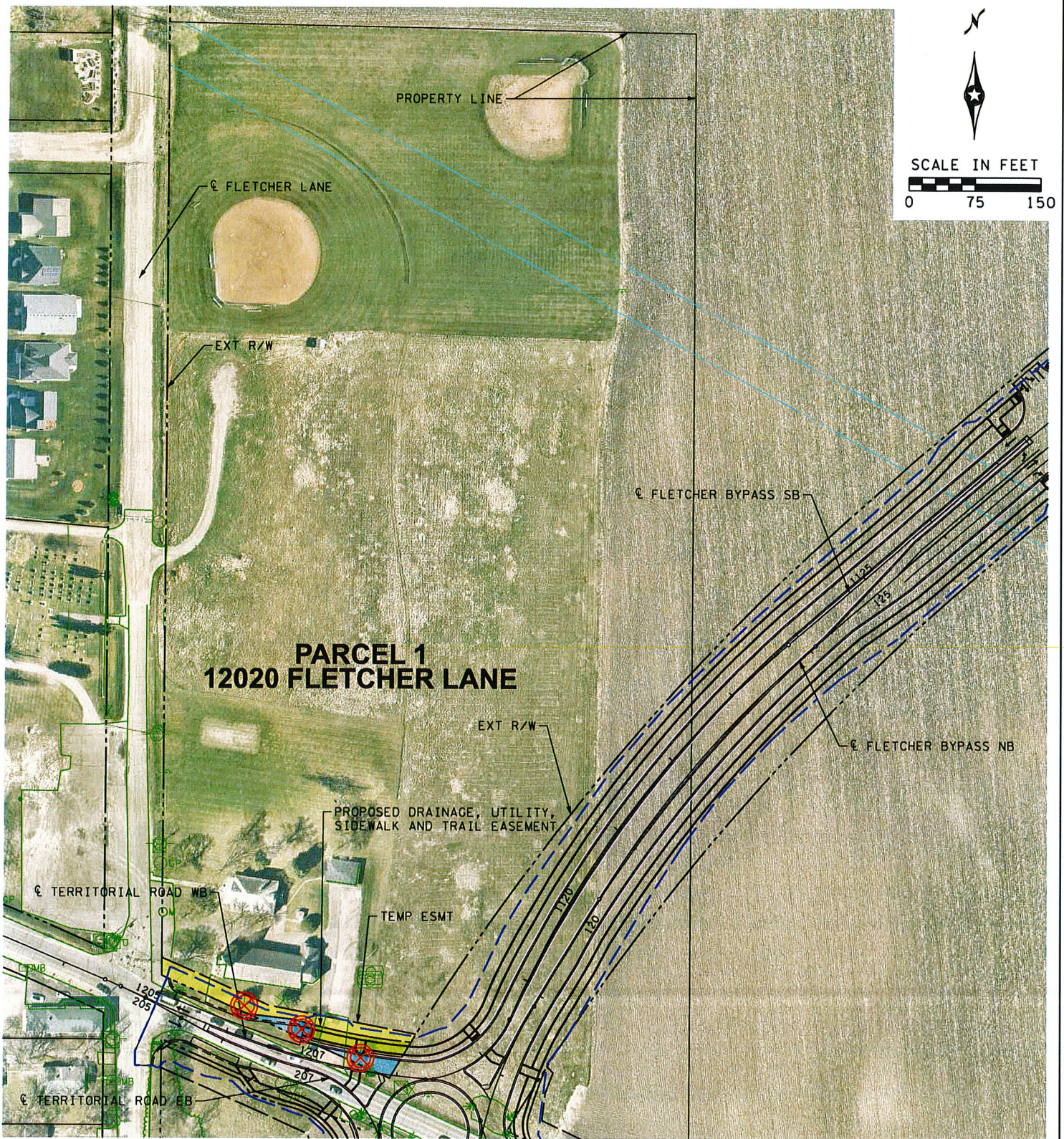
Line A: Commencing at the southwest corner of the Southwest Quarter of Section 25, Township 120, Range 23, Hennepin County, Minnesota; thence on an assumed bearing of North 00 degrees 12 minutes 24 seconds East, along the west line of said Southwest Quarter, a distance of 1958.38 feet; thence South 89 degrees 47 minutes 36 seconds East, a distance of 130.62 feet to the north right of way line of Territorial Road and the point of beginning of Line A to be described; thence South 83 degrees 34 minutes 32 seconds East, a distance of 53.42 feet; thence southeasterly, a distance of 23.78 feet along a non-tangential curve concave to the

northeast having a radius of 698.00 feet, a central angle of 01 degrees 57 minutes 08 seconds, and a chord which bears South 74 degrees 32 minutes 41 seconds East a distance of 23.78 feet; thence South 14 degrees 28 minutes 45 seconds West, not tangent to the last described curve, a distance of 18.00 feet; thence southeasterly, a distance of 105.20 feet along a non-tangential curve concave to the northeast having a radius of 716.00 feet, a central angle of 08 degrees 25 minutes 05 seconds, and a chord which bears South 79 degrees 43 minutes 47 seconds East a distance of 105.10 feet to the southeasterly line of said parcel and said Line A there terminating.

Line B: Commencing at the southwest corner of the Southwest Quarter of Section 25, Township 120, Range 23, Hennepin County, Minnesota; thence on an assumed bearing of North 00 degrees 12 minutes 24 seconds East, along the west line of said Southwest Quarter, a distance of 1958.38 feet; thence South 89 degrees 47 minutes 36 seconds East, a distance of 130.62 feet to the north right of way line of Territorial Road and the point of beginning of Line B to be described; thence South 83 degrees 34 minutes 32 seconds East, a distance of 53.42 feet; thence southeasterly, a distance of 23.78 feet along a non-tangential curve concave to the northeast having a radius of 698.00 feet, a central angle of 01 degrees 57 minutes 08 seconds, and a chord which bears South 74 degrees 32 minutes 41 seconds East a distance of 23.78 feet; thence southeasterly, 111.04 feet along a compound curve concave to the northeast having a radius of 698.00 feet and a central angle of 09 degrees 06 minutes 53 seconds to the southeasterly line of said parcel and said Line B there terminating.

EXHIBIT B

DEPICTION OF EASEMENT



LEGEND

---	Construction Limits	⊗	Tree Removal
---	Existing Features		
---	Proposed Features	⊗	Tree Removal

AREAS (SQ FT)

NEW R/W	NEW PE	NEW TE
2,190	1,941	4,381

12020 Fletcher Lane (Catholic Church Mary Queen Peace)

PID 2512023320005

SP 238-136-001

PRELIMINARY

PARCEL 1

4/16/2024

TEMPORARY CONSTRUCTION EASEMENT GRANT

THIS EASEMENT GRANT, Made this this 13 day of November, 2024 by The Catholic Church of Mary Queen of Peace, a Religious Parish Corporation under the laws of Minnesota, "**Grantor**", in favor of and to the City of Rogers, a Minnesota municipal corporation (hereinafter referred to as the "**Grantee**").

The following recitals of fact are a material part of this instrument:

- A. The Grantor is the owner of a tract of land described as follows (hereinafter referred to as the "Parcel"): P.I.D. 2512023320005
- B. The Grantor wishes to grant and convey to Grantee a temporary construction easement over, under, and across those parts of the Parcel described on the attached Exhibit "A" (hereinafter referred to as the "Temporary Construction Easement Area") and depicted on the attached Exhibit "B".

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following grants, agreements, and covenants and restrictions are made:

1. GRANT OF TEMPORARY CONSTRUCTION EASEMENT. The Grantor hereby grants to the Grantee, for its successors and assigns, the Temporary Construction Easement over, under, and across the Parcel.

1. **USE OF TEMPORARY CONSTRUCTION EASEMENT.** Access for construction purposes including, but not limited to, the right to trim and cut such vegetation within the Temporary Construction Easement Area as needed to reasonably accommodate the construction activities and the right to use the Temporary Construction Easement Area to stage, operate, and store equipment as needed to complete the construction activities. Displacing soil and grading, are permissible over, under, and across the Temporary Construction Easement premises.
2. **TERM OF TEMPORARY CONSTRUCTION EASEMENT.** The Temporary Construction Easement shall commence on November 26, 2024 and shall expire on November 26, 2026, and any and all right, title, interest, lien or right of possession to the Temporary Construction Easement premises shall thereupon automatically terminate and be of no further legal effect or validity.
3. **RESTORATION OF TEMPORARY CONSTRUCTION EASEMENT PREMISES.** As a condition of said Temporary Construction Easement grant, Grantee shall, upon completion of construction and prior to termination, restore the ground surface of the Temporary Construction Easement premises to its original condition so far as is reasonably practicable with the exception of any grade changes, bank sloping, ditching, fills, slope construction, cuts and any removal of earth, other materials, trees and other vegetation.
4. **WARRANTIES OF TITLE.** Grantor warrants and guarantees that Grantor has good and indefeasible fee simple title to the Parcel and Grantor warrants and guarantees that Grantor has the full authority to grant the Temporary Construction Easement provided herein, free and clear of all other claims.
5. **RUNNING OF BENEFITS AND BURDENS.** All provisions of this instrument, including the benefits and burdens, run with the Parcel and are binding upon and inure to the heirs, assigns, successors, tenants and personal representatives of the parties hereto.
6. **ENVIRONMENTAL MATTERS.** The Grantee shall not be responsible for any costs, expenses, damages, demands, obligations, including penalties and reasonable attorney's fees, or losses resulting from any claims, actions, suits or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants that may have existed on, or that relate to, the Easement Area or Property prior to the date of this instrument.

IN WITNESS WHEREOF, the Grantor has hereunto executed this Easement Grant on the day and year first above written.

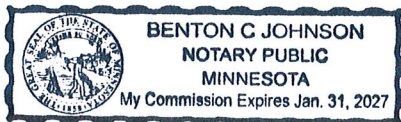
IN WITNESS WHEREOF, the Grantor has hereunto executed this Easement on the day and year first above written.

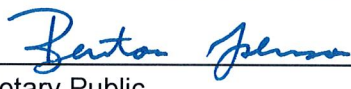
WITNESS, The hand of the GRANTOR:

By: 
Fr. Mark Pavlik
Its: Vice President

STATE OF MINNESOTA)
) ss:
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me on the 13 day of November, 2024, by Fr. Mark Pavlik, the Vice President, of The Catholic Church of Mary Queen of Peace, a Religious Parish Corporation under the laws of Minnesota, on behalf of the corporation, Grantor.

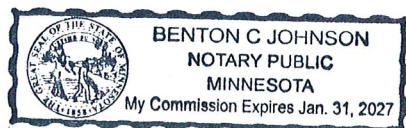



Notary Public

By: 
Brian Edison
Its: Secretary

STATE OF MINNESOTA)
) ss:
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me on the 13 day of November, 2024, by Brian Edison, the Secretary, of The Catholic Church of Mary Queen of Peace, a Religious Parish Corporation under the laws of Minnesota, on behalf of the corporation, Grantor.




Notary Public

This Instrument Drafted By:

WSB & Associates, Inc. as Agent for
the City of Rogers, MN
701 Xenia Ave South, Suite 300
Minneapolis, MN 55146

Return to:

Benjamin Barker
Director of Right of Way
WSB & Associates, Inc.
701 Xenia Ave South, Suite 300
Minneapolis, MN 55146

EXHIBIT A

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION

A temporary easement for construction purposes over, under and across that part of the following described parcel:

That part of the following described property:

The East 598.95 feet of the West 631.95 feet of the South 97.77 feet of the Southwest Quarter of the Northwest Quarter and that part of the East 599.00 feet of the West 632.00 feet of the Northwest Quarter of the Southwest Quarter, all in Section 25, Township 120, Range 23, Hennepin County, Minnesota lying northerly of the northerly right of way line of Territorial Road. Said right of way line being a line distant 33.00 feet northeasterly of the centerline of said Territorial Road as measured at a right angle from said centerline.

AND

The East 598.95 feet of the West 631.95 feet of the North 363.56 feet of the South 461.33 feet of the Southwest Quarter of the Northwest Quarter of Section 25, Township 120, Range 23, Hennepin County, Minnesota.

Which lies northwesterly of a line drawn parallel with and distant 72.5 feet northwesterly of the following described line:

Commencing at the southwest corner of the Southwest Quarter of Section 25, Township 120, Range 23, Hennepin County, Minnesota; thence on an assumed bearing of North 00 degrees 12 minutes 24 seconds East, along the west line of said Southwest Quarter, a distance of 554.99 feet to the point of beginning of the line to be described; thence North 02 degrees 41 minutes 21 seconds East, a distance of 102.89 feet; thence northeasterly, 2112.67 feet along a tangential curve concave to the southeast having a radius of 2592.01 feet and a central angle of 46 degrees 42 minutes 00 seconds; thence North 49 degrees 23 minutes 21 seconds East, tangent to the last described curve, a distance of 986.73 feet to the southwesterly line of the Burlington Northern Railroad, and said line there terminating.

Said temporary easement lies Easterly of the east right of way line of Hennepin County State Aid Highway No. 116 and Southerly of Line C, EXCEPT that part which lies Southerly of Line B, said Lines B and C described as follows:

Line B: Commencing at the southwest corner of the Southwest Quarter of Section 25, Township 120, Range 23, Hennepin County, Minnesota; thence on an assumed bearing of North 00 degrees 12 minutes 24 seconds East, along the west line of said Southwest Quarter, a distance of 1958.38 feet; thence South 89 degrees 47 minutes 36 seconds East, a distance of 130.62 feet to the north right of way line of Territorial Road and the point of beginning of Line B to be described; thence South 83 degrees 34 minutes 32 seconds East, a distance of 53.42 feet; thence southeasterly, a distance of 23.78 feet along a non-tangential curve concave to the northeast having a radius of 698.00 feet, a central angle of 01 degrees 57 minutes 08 seconds, and a chord which bears South 74 degrees 32 minutes 41 seconds East a distance of 23.78 feet; thence southeasterly, 111.04 feet along a compound curve concave to the

northeast having a radius of 698.00 feet and a central angle of 09 degrees 06 minutes 53 seconds to the southeasterly line of said parcel and said Line B there terminating.

Line C: Commencing at the southwest corner of the Southwest Quarter of Section 25, Township 120, Range 23, Hennepin County, Minnesota; thence on an assumed bearing of North 00 degrees 12 minutes 24 seconds East, along the west line of said Southwest Quarter, a distance of 2021.98 feet; thence South 89 degrees 47 minutes 36 seconds East, a distance of 33.00 feet to the east right of way line of Hennepin County State Aid Highway No. 116 and the point of beginning of Line C to be described; thence South 65 degrees 51 minutes 36 seconds East, a distance of 131.08 feet; thence South 79 degrees 02 minutes 02 seconds East, a distance of 171.78 feet to the southeasterly line of said parcel and said Line C there terminating.

EXHIBIT B

DEPICTION OF TEMPORARY CONSTRUCTION EASEMENT

WARRANTY DEED

STATE DEED TAX DUE HEREON: \$ _____

Date: November 13, 2024

FOR VALUABLE CONSIDERATION, The Catholic Church of Mary Queen of Peace, a Religious Parish Corporation under the laws of Minnesota, Grantor(s), hereby conveys and warrants to the City of Rogers, a Minnesota municipal corporation, Grantee, real property in Hennepin County, Minnesota, described as follows:

See Exhibit A

together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions: None.

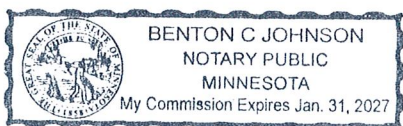
Grantor(s) certifies that they do not know of any wells on the described property.

By: Mark Pavlik
Fr. Mark Pavlik

Its: _____ Vice President

STATE OF MINNESOTA)
) ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 13 day of November, 2024, by Fr. Mark Pavlik, the Vice President, of The Catholic Church of Mary Queen of Peace, a Religious Parish Corporation under the laws of Minnesota, on behalf of the corporation.



Baton Johnson
NOTARY PUBLIC

By: Brian Edison
Brian Edison

Its: _____ Secretary

STATE OF MINNESOTA)
) ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 13 day of November, 2024, by Brian Edison, the Secretary, of The Catholic Church of Mary Queen of Peace, a Religious Parish Corporation under the laws of Minnesota, on behalf of the corporation.

Benton Johnson
NOTARY PUBLIC

This instrument was drafted by:
WSB, LLC
701 Xenia Ave. S, STE 300
Minneapolis, MN 55146

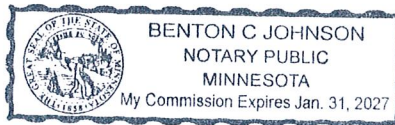


Exhibit A

That part of the following described property:

The East 598.95 feet of the West 631.95 feet of the South 97.77 feet of the Southwest Quarter of the Northwest Quarter and that part of the East 599.00 feet of the West 632.00 feet of the Northwest Quarter of the Southwest Quarter, all in Section 25, Township 120, Range 23, Hennepin County, Minnesota lying northerly of the northerly right of way line of Territorial Road. Said right of way line being a line distant 33.00 feet northeasterly of the centerline of said Territorial Road as measured at a right angle from said centerline.

AND

The East 598.95 feet of the West 631.95 feet of the North 363.56 feet of the South 461.33 feet of the Southwest Quarter of the Northwest Quarter of Section 25, Township 120, Range 23, Hennepin County, Minnesota.

Which lies northwesterly of a line drawn parallel with and distant 72.5 feet northwesterly of the following described line:

Commencing at the southwest corner of the Southwest Quarter of Section 25, Township 120, Range 23, Hennepin County, Minnesota; thence on an assumed bearing of North 00 degrees 12 minutes 24 seconds East, along the west line of said Southwest Quarter, a distance of 554.99 feet to the point of beginning of the line to be described; thence North 02 degrees 41 minutes 21 seconds East, a distance of 102.89 feet; thence northeasterly, 2112.67 feet along a tangential curve concave to the southeast having a radius of 2592.01 feet and a central angle of 46 degrees 42 minutes 00 seconds; thence North 49 degrees 23 minutes 21 seconds East, tangent to the last described curve, a distance of 986.73 feet to the southwesterly line of the Burlington Northern Railroad, and said line there terminating.

Said permanent easement lies Easterly of the east right of way line of Hennepin County State Aid Highway No. 116 and Southerly of the following described Line A:

Line A: Commencing at the southwest corner of the Southwest Quarter of Section 25, Township 120, Range 23, Hennepin County, Minnesota; thence on an assumed bearing of North 00 degrees 12 minutes 24 seconds East, along the west line of said Southwest Quarter, a distance of 1958.38 feet; thence South 89 degrees 47 minutes 36 seconds East, a distance of 130.62 feet to the north right of way line of Territorial Road and the point of beginning of Line A to be described; thence South 83 degrees 34 minutes 32 seconds East, a distance of 53.42 feet; thence southeasterly, a distance of 23.78 feet along a non-tangential curve concave to the northeast having a radius of 698.00 feet, a central angle of 01 degrees 57 minutes 08 seconds, and a chord which bears South 74 degrees 32 minutes 41 seconds East a distance of 23.78 feet; thence South 14 degrees 28 minutes 45 seconds West, not tangent to the last described curve, a distance of 18.00 feet; thence southeasterly, a distance of 105.20 feet along a non-tangential curve concave to the northeast having a radius of 716.00 feet, a central angle of 08 degrees 25 minutes 05 seconds, and a chord which bears South 79 degrees 43 minutes 47 seconds East a distance of 105.10 feet to the southeasterly line of said parcel and said Line A there terminating.



STAFF REPORT

Meeting Date: November 26, 2024

ROGERS CITY COUNCIL

Agenda Item: 5.6

Subject: Approval of the 3rd Amendment to the Purchase Agreement with NAI Legacy for the Sale of City-Owned Property at Church Avenue and County Rd 81

Prepared By: Brett Angell, Community Development Director

Overview / Background / Analysis

On November 8th, 2023, the City of Rogers entered into a purchase agreement with NAI Legacy for the sale of approximately 2.5 acres of city-owned property at the southeast intersection of Church Avenue and County Road 81, adjacent to Miller Chevrolet. The proposed sale is related to the development of a new 14,000 square foot small bay warehouse building. Following the execution of the agreement, the proposed buyer began due diligence work and the city led the process of re-platting the subject property and some of the adjacent subject properties which are all under city ownership. Said plat was approved and has been recorded with the County. The developers' due diligence has primarily focused on significant soil testing, which appears to now be completed, and the development is ready to move forward in the process.

On January 29th, 2024, the City entered into the 1st Amendment to the Purchase agreement which reduced the sales price from \$250,000 to \$200,000 based on soil conditions. On April 29th, 2024, the City entered into the 2nd Amendment to the Purchase Agreement, which granted additional time through November 30th, 2024 to complete all required pre-closing activities, including any additional testing and land use approvals.

The proposed 3rd Amendment to the Purchase Agreement extends the ability to obtain land use approvals (i.e. contingency period) through February 28th, 2024 and shortens the length of time between the end of the contingency period and when the land closing will take place. Staff have been in conversations with the developer, and they are anticipating submitting land use applications in December for review by the Planning Commission and City Council in January. If it follows this schedule and if approved, the buyer is anticipating a February closing on the land. The proposed amendment does not change any other features of the sale, which includes sale price.

Staff Recommendation

Motion to approve the 3rd amendment to the purchase agreement with NAI Legacy for the sale of city-owned property at Church Avenue and County Road 81.

Financial Impact: Not applicable.

Source Fund: Not applicable.

Budgeted? N/A

Supporting Documentation

- A. 3rd Amendment to Purchase Agreement
- B. Location Map



AMENDMENT TO PURCHASE AGREEMENT

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form.

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1. Date November 12th, 2024

2. Page _____ of _____ pages

3. The undersigned parties to a Purchase Agreement, dated November 8th 2023
4. (Date of this Purchase Agreement), pertaining to the purchase and sale of the Property at
5. TBD Church Avenue Rogers Minnesota

6. hereby mutually agree to amend said Purchase Agreement as follows:

7. The parties hereby agree to Amend the terms of Purchase Agreement; of which these terms shall replace those changes agreed to in the 2nd Amendment dated April 29th, 2024.

8.

9. 1) LINE 32 of the Purchase Agreement: The Closing Date shall be amended to fifteen (15) days After the Buyer receives full City Approvals.

10. 2) LINE 45 of the Purchase Agreement: The Contingency Period shall be extended through
11. February 28, 2025.

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30. All other terms and conditions of the Purchase Agreement to remain the same.

31. _____ (Seller) _____ (Date)  Garrett Douglas Farmer 11/12/2024 (Buyer) _____ (Date)

32. _____ (Seller) _____ (Date) _____ (Buyer) _____ (Date)

33. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).**
34. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

CITY OF ROGERS – STRUCTURE REAL ESTATE, LLC PROPERTY SALE
SALE AREA EXHIBIT





STAFF REPORT

Meeting Date: November 26, 2024

ROGERS CITY COUNCIL

Agenda Item: 5.7

Subject: Approve Resolution 2024-122, Authorizing a Letter of Credit Reduction for Harvest View 2nd Addition

Prepared By: Alec Henderson, City Planner

Overview / Background / Analysis

Tamarack Land has requested a Letter of Credit (LOC) reduction for work completed on Harvest View 2nd Addition. After review, staff is recommending a reduction of \$731,493 from the current LOC amount of \$1,153,436. The amended LOC amount the City will hold will be in the amount of \$421,943. Resolution 2024-122 attached to this item authorizes the reduction.

Staff Recommendation

Motion to Approve Resolution 2024-122, Authorizing a Letter of Credit Reduction for Harvest View 2nd Addition.

Financial Impact: NA

Source Fund: NA

Budgeted? N/A

Supporting Documentation

A. Resolution No. 2024-122 Harvest View 2nd Add LOC reduction 11-26-24

A RESOLUTION AUTHORIZING A LETTER OF CREDIT REDUCTION FOR HARVEST VIEW 2ND ADDITION

Page 133 of 297



STAFF REPORT

Meeting Date: November 26, 2024

ROGERS CITY COUNCIL

Agenda Item: 5.8

Subject: Approval of Position Description and Authorization to Advertise for Assistant Fire Chief of Training/Safety

Prepared By: Patrick Farrens, Fire Chief

Overview / Background / Analysis

As discussed by Council throughout the 2025 budget process, the Assistant Chief of Training/Safety is needed to ensure readiness for emergency response by managing all facets of the department's training and health/safety initiatives. Chief Farrens has no full-time backup in his absence or throughout the work day. The Assistant Chief of Training/Safety will help ensure successful fire department operation by splitting the monitoring of departmental calls/resources with Chief Farrens, providing an FT chief officer in the absence of Chief Farrens, building depth to the emergency management and emergency response framework, assisting with departmental matters including discipline and HR related issues, ensuring all annual/monthly testing of equipment is completed, and ensuring that our departmental training is relevant, meets all requirements and develops departmental members throughout the organization to ensure success.

Staff Recommendation

Motion to approve the position description of Assistant Fire Chief of Training/Safety and authorize advertisement for position.

Financial Impact:

Source Fund:

Budgeted? Yes

Supporting Documentation

A. Position Description: Asst. Chief of Training and Safety

CITY OF ROGERS**Job Description**

Title: Assistant Fire Chief of Training/Safety 	FLSA Status: Exempt
Department: Fire	Position Status: Regular Full-Time
Accountable To: Fire Chief/Emergency Manager	Salary Grade: 15
Supervision of Others: Yes	Revision Date: November 2024

POSITION SUMMARY

The Assistant Fire Chief of Training establishes, oversees, and implements the department's training program and ensures compliance with OSHA, NFPA, and other applicable standards. This position will directly supervise officers and work closely with all officers, members, and other agencies to carry out general duties/projects as assigned. The position will protect life and property by performing firefighting, emergency aid, hazardous materials, command, and fire prevention duties under the direction of Rogers Fire Department (RFD) Chief.

SUPERVISION RECEIVED AND EXERCISED

- Work is performed independently under the direction of the Fire Chief.
- Working with the fire chief, the training chief manages and implements the department's training program.
- Provides supervision and work direction for subordinate full-time staff during emergency response and all paid-on-call firefighters and subordinate officers continually.
- Serves as incident commander at emergency scenes or in the City's emergency operations center.
- May serve as acting fire chief in his/her absence.

COMPLEXITY OF WORK AND DECISION MAKING

Difficult, detail-oriented, and technical work on highly complex or involved projects requires significant judgment, initiative, creativity, and the ability to deal with complex factors. This role entails various duties requiring flexibility and the ability to meet new conditions with optimism and excitement.

Due to the importance of this position's responsibilities, the Assistant Chief of Training/Safety must be able to manage time effectively to ensure all duties are completed.

PHYSICAL REQUIREMENTS

- Must have skill in operating all fire service tools and equipment.
- Requires good physical and sensory skills for exposure to potentially hazardous conditions at fires, accidents, and on-site inspections.
- Must frequently lift and move up to 10 pounds and occasionally lift and move more than 100 pounds.
- Must be able to pass the department's physical agility assessment bi-annually.
- Ability to sit/stand at a computer for varying periods.
- Must meet minimum physical requirements as defined by the Rogers FD Handbook.

ESSENTIAL DUTIES AND RESPONSIBILITIES

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

Emergency Response

- Respond to emergency incidents and drive emergency apparatus as assigned and function as a chief officer or other position as needed.
- May coordinate city-wide Fire Department response to significant incidents and serve in a command function at the scene or an emergency operations center in the absence of the Fire Chief.

Administrative Duties

- Establishes, oversees, and implements the Department's Fire and EMS training and development program in coordination with the Fire Chief.
- Schedules internal/external training sessions and instructors and prepares and maintains course outlines and training materials.
- Provide ongoing department and officer training, including instruction when needed.
- Oversees the development of the probationary members during the first year(s).
- Maintains State-mandated and department-required training records for all firefighters.
- Assists instructors to ensure they have all training materials, equipment, and session outlines.
- Ensures all personnel meet or exceed the department training attendance policy.
- Supports fire department leadership development by attending and assisting with the officer training & safety program, maintains outside training requirements, monitors officer development, and provides regular feedback and coaching.
- Works jointly with other Chiefs to develop and implement department response guidelines.
- Maintains individual firefighting skills, including physical condition, and stays abreast of developments in the firefighting field.
- Responds as a command staff member or firefighter to major incidents & fire scenes.
- Participates in the Duty Chief program and meets the minimum shift coverage requirements.
- Assists with departmental improvements and significant incident debriefings, identifies areas of improvement, and implements subsequent changes.
- Coordinate with the fire chief and assist in the budget process, including the operational and training budgets and the capital improvement plan. Maintain and submit reimbursement requests to MBFTE.
- Responsible for the supervision, direction, and readiness of all Firefighters and equipment as assigned, using independent judgment.
- Maintains efficient communication within the department on fire department-related matters; handles grievances, problems, suggestions, and other personnel input promptly per department policy; performs disciplinary actions and settles disputes and disagreements within the station in a timely, fair, and just manner.
- Ensures all personnel under their supervision practice good public relations on and off emergency scenes; all officers and firefighters receive proper department counseling on problems and growth.
- Partner with department administration in emergency management initiatives and assist during

- emergency management events, including the capacity to serve as the Incident Commander.
- Attend meetings, make presentations, and serve on department task forces and committees.
- Prepare, review, and present a variety of reports and correspondence both internally and externally.
- Participates in fire officer meetings.
- Tracks and ensures individuals are maintaining appropriate EMS certifications.
- Tracks and ensures individuals maintain fire certifications.
- Ensures compliance with OSHA, NFPA, and other safety standards.

MARGINAL FUNCTIONS

- Performs other related duties as apparent or assigned.

MINIMUM REQUIREMENTS

- Bachelor's Degree in Fire Science Technology, Public or Business Administration (or closely related field) with at least seven years of fire department experience, including increasing responsibility, or an associate degree with nine years of increasingly responsible fire management experience with at least three years of recent fire officer experience, or current chief officer experience with 12 years in the fire service and actively working on obtaining a degree (a two-year degree is required to be completed within 18-months of hire, with a strong recommendation to seek a four-year degree)
- A Minnesota Firefighter License is required (by start date).
- Three years of supervisory experience as a fire officer.
- Possession of a valid, unrestricted Minnesota driver's license

Certification or License:

- NFPA #1001 Firefighter I/II certification.
- NFPA #472 or #1072 Hazardous Material Operations certification or higher (within one year of hire).
- Current Emergency Medical First Responder or higher-level certification through the Minnesota Emergency Medical Services Regulatory Board. (EMT within 18 months of hire.)
- NFPA #1021 Fire Officer I
- NFPA #1021 Fire Officer II certification (within six months).
- NFPA # 1041 Fire Instructor I
- NFPA #1041 Fire Instructor II certification (within six months).
- Blue Card Certification (within one year).
- NFPA #1002 Fire Apparatus Operator certification (within one year of hire).
- NFPA #1031 Fire Inspector I (within two years of hire).
- Live Fire Instructor Certification (within two years of hire)
- Emergency Management Basic Certification or equivalent (within two years of hire).

DESIRED QUALIFICATIONS

- Masters in Fire Science, Business Administration, or a related field.
- National Fire Academy Managing Officer or Executive Officer Program.
- Minnesota Board of Firefighter Training and Education – Qualified Instructor.
- Fire Investigation Certification.
- EMT or higher.

- Fire Instructor or Officer III or higher.
- Advanced instructor coursework or certifications.
- Training Officer Credential(s) – Center for Public Safety Excellence or International Society of Fire Service Instructors.
- EMS Instructor certifications.
- Certified Blue Card Instructor
- Reside within 15 miles of the city limits of Rogers.

KNOWLEDGE, SKILLS, AND ABILITIES

Communications: Must be able to lead and command effectively in emergencies. Must be able to assertively control conversations to quickly and accurately gather pertinent information and communicate this information professionally and precisely to the proper recipient. Must communicate with citizens, elected officials, City staff, employees, and others regarding fire department, fire prevention, community risk reduction, and emergency management issues.

Decision Making: Must act in a decisive manner using good judgment. Must be able to assess problems and situations, anticipate needs, and evaluate alternatives for protecting life and property in the City. Must be able to effectively interpret the policies and objectives of the department to establish quality operational standards.

Interpersonal Relationships: Must be able to identify, develop, and utilize capabilities of paid-on-call staff, including providing the leadership necessary to enhance staff participation, recruitment, and retention. Must be consistent in dealing with people, must be sensitive to others' problems and concerns without direct involvement, must exclude personal biases from work performance, must have the ability to accept criticism and/or discipline, must have tact and diplomacy, must strive to promote a cooperative atmosphere in the department.

Professional Attitude: Must commit to the organization, be willing to take initiative, be dependable, have relationship maturity, and have self-confidence. Must represent the organization to other agencies, staff, and citizens with a courteous, helpful, accurate, and business-like attitude in all contact. Must establish and maintain successful working relationships with those contacted during work. Must create understanding, and enthusiastic support of public safety as a concept of interdepartmental cooperation and collaboration.

Quality of Work: Demonstrates by personal example the highest standard of conduct and performance. Possess a commitment to and practice comprehensive and continual training and development for all fire personnel to maximize the contribution of all staff.

Technical Knowledge: Must have thorough knowledge of modern fire suppression techniques, fire prevention, and emergency medical services principles, procedures, and equipment. Must have considerable knowledge and ability to understand and discern applicable laws, ordinances, and departmental standard operating procedures, guidelines, and regulations. Must have extensive knowledge of the International Fire Code, NFPA, OSHA, and other pertinent codes and standards. Must have the ability to communicate verbally and in writing effectively.

Physical Abilities, Tools, and Equipment Used: Must have the skills to operate all fire service tools and equipment. Requires good physical and sensory skills for exposure to potentially hazardous conditions at

fires, accidents, and on-site inspections. Must lift and/or move up to 10 pounds and occasionally lift and/or move more than 100 pounds. Must be physically capable of completing the firefighter physical ability test on an ongoing basis per the RFD Firefighter handbook.

WORKING CONDITIONS

Environmental Conditions:

The position will require indoor office work, indoor and outdoor training, and indoor and outdoor response to emergency incidents. Environmental conditions in response to emergencies and varying climate conditions may exist. The individual may be required to work after appropriate training and with proper equipment in environments that are immediately dangerous to life and health.

The work environment described here represents those an Assistant Fire Chief (Asst. Chief) may encounter while performing the job's essential functions:

- While wearing personal protective equipment, which weighs approximately twenty-five pounds, and self-contained breathing apparatus (SCBA), which weighs approximately twenty-five pounds, the Asst. Chief may work in areas that may or may not be protected from the weather.
- The Asst. Chief may work in extreme cold or high temperatures.
- The Asst. Chief may encounter wet conditions and high humidity as well.
- The Asst. Chief may have to perform rescue and/or lifesaving duties in and around static and moving water where the water depth may be greater than their height.
- The Asst. Chief may have to perform emergency response functions in confined spaces.
- The Asst. Chief may work in environments immediately dangerous to life and health.
- The environment may include smoke, other toxic conditions, and the Asst. Chief may be exposed to various physical hazards, including unsound structures, moving mechanical and electrical equipment, and working in elevated areas.
- The Asst. Chief is at risk of exposure to high temperatures, low temperatures, radiant energy, toxic chemicals, radioactive materials, biological agents, and explosives.
- Frequently encounters noise and/or vibration exceeding 80 decibels (constant or intermittent).

Physical Conditions: (not an all-inclusive list, but the following are the minimum abilities required to maintain employment as a member of the RFD)

Lifting/Carrying:

- Ground to Waist Level- 100 pounds.
 - Dragging/removing fire victims.
 - Advancing hose lines at fires.
 - Carrying fans, rescue tools, and foam containers.
- Waist to Shoulder Level- 50 pounds.
 - Opening and closing hydrant valves.
 - Making hose connections.
 - Lifting/carrying ladders, hose bundles, and other equipment.
- Above Shoulders- 35 pounds.
 - Placing ladders against buildings.
 - Pulling ladder halyard to extend ladders.
 - Using an axe and other equipment to ventilate a structure during a fire.
 - Lifting equipment onto fire apparatus.

Firm Grasp:

- Carrying items of substantial weight, i.e., fans, rescue equip., foam containers.
 - Using axes or sledgehammers.
 - Using hydrant wrenches.
 - Dragging victims or hose lines.
 - Pulling ladder rope halyards or using rope to lift objects.

Reaching, Bending, Twisting:

- Picking up and carrying ladders, hoses, and other fire and rescue equipment.
- Raising ladders against a structure.
- Opening hydrants.
- Connecting hose lines.
- Using axes, sledgehammers, and rescue tools.
- Must be capable of reaching and extending the hands and/or arms in any direction.

Climbing and/or Balancing:

- Ascending or descending ladders, stairs, scaffolds, and ramps, using feet, legs, and/or hands and arms.
- Must be able to balance and have the ability to steady oneself and keep from falling when walking, standing, crouching, or crawling on narrow, slippery, or erratically moving surfaces.
- Must be capable of applying a leg lock with either leg upon a ground ladder to provide a safe anchor when operating hose lines or performing rescue work.

Crawling, Kneeling, Squatting:

- Advancing hose lines in fire situations.
- Searching for and removing fire victims.
- Picking up and moving ladders, hoses, and other fire and rescue equipment from the ground.

Vision:

- Normal vision, with or without correction, requires both near and far acuity, depth perception, field of vision, and focusing. Must be able to distinguish colors.

Hearing:

- Normal hearing is needed; firefighters must be able to discriminate among similar sounds in environments with significant amounts of background noise.

Speech:

- Must be able to communicate effectively to others in stressful conditions and while wearing a self-contained breathing apparatus (SCBA).

Touching, Feeling, and Using Fingers:

- Must be able to discriminate differences in items by feeling and manipulating items such as SCBA valves, apparatus controls, alarm panel controls, nozzle controls, and tie knots in ropes. Must be able to determine the difference between hot and cold.



STAFF REPORT

Meeting Date: November 26, 2024

ROGERS CITY COUNCIL

Agenda Item: 5.9

Subject: Approve Payment No. 1 and Final, Public Works Salt Shed Replacement, City Project No. 2407

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

Overview / Background / Analysis

On September 21, 2023, the city's existing 70' X 100' Cover-All Titan Salt Storage Building was hit by a truck delivering salt for the winter. Since that time staff has been working with the League of Minnesota Cities Insurance Trust (LMCIT) to process an insurance claim for the damages to the building. An initial inspection by Greystone Construction, the company that built the original Cover-All building, indicated that the damaged areas could not be repaired and the building would need to be replaced because replacement parts are not available.

Initially, LMCIT was reluctant to simply agree to replace the building and instead hired a structural/forensic engineer to examine the building and the damage. The engineer concluded the damage to the building resulting from the vehicle impact can be remediated but any contractor hired to make the repairs would likely require the city to sign a liability waiver should the shed be repaired. Based on this information, LMCIT agreed to replace the salt storage building in total including any demolition costs and subrogate the claim through the insurance of the trucking company whose driver damaged the building.

On June 11, 2024, the City Council approved the purchase of a new salt shed through Greystone Construction, the only authorized dealer of Britespan in the United States at a 15% discount through Sourcewel. Greystone provided the city with a Scope of Work and Pricing for the new salt storage building including demolition for \$180,565.00. On September 9, 2024 the city was reimbursed \$180,565.00 through LMCIT.

Greystone Construction started the salt shed replacement on October 28, 2024 and construction was complete on November 8, 2024. Payment No. 1 and Final in the amount of \$180,565.00 represents no deviation from the original purchase price.

Staff Recommendation

Motion to Approve Payment No. 1 and Final, Public Works Salt Shed Replacement, City Project No. 2407

Financial Impact: \$180,565.00

Source Fund: 400 via LMCIT

Budgeted? N/A

Supporting Documentation

- A. Payment No. 1 and Final
- B. Salt Shed Photo
- C. LMCIT Reimbursement



INVOICE

Invoice No.: 32580
Invoice Date: 11/19/2024

To:

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

Job Location:

FS24-4410
Rogers MN Salt Shed
20240 S Diamond Lake Road
Rogers, MN 55374

Description	Amount
Amount This Invoice	180,565.00

Amount Billed	180,565.00
Retainage Held	0.00
Amount Due	180,565.00

CONTRACTORS APPLICATION FOR PAYMENT

DATE 11/13/2024 PERIOD ENDING 11/30/2024

PROJECT NUMBER FS24-4410

PROJECT DESCRIPTION Rogers MN Salt Shed

APPLICATION NUMBER 1 (final)

CONTRACTOR Greystone Construction

PO # PW67

Greystone Construction Company
2995 Winners Circle Drive Ste. 200
Shakopee, MN 55379
952-496-2227

GCC OFFICE USE		APPROVAL	
VIN #		INVOICE #	
INVOICE DATE		PAYMENT DATE	
JOB #	PHASE	CODE	TYPE S

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		STORED MATERIALS THIS PERIOD (ATTACH INVOICES)	TOTAL COMPLETED & STORED TO DATE	
			PREVIOUS APPLICATIONS	THIS APPLICATION			%
1	Building Materials	98,764.47		98,764.47		98,764.47	100.0%
2	Tear Down	27,565.00		27,565.00		27,565.00	100.0%
3	Installation Labor	54,235.53		54,235.53		54,235.53	100.0%
4						-	0.0%
5						-	0.0%
6						-	0.0%
7						-	0.0%
8						-	0.0%
9						-	0.0%
10						-	0.0%
11	Tax Exempt					-	0.0%
12	Sourcewell Contract # 071223-BRT					-	0.0%
13						-	0.0%
14						-	0.0%
15						-	0.0%
16						-	0.0%
17						-	0.0%
18						-	0.0%
19						-	0.0%
29						-	0.0%
TOTALS		180,565.00	-	180,565.00	-	180,565.00	100.0%

	TOTAL TO DATE	PREVIOUS APPLICATIONS	THIS APPLICATION
TOTAL COMPLETED AND STORED TO DATE	180,565.00	-	180,565.00
VALUE OF STORED MATERIALS	-		-
TOTAL	180,565.00	-	180,565.00



League of Minnesota Cities P&C
145 University Avenue West
St. Paul, MN 55103



8/14/24 12:54 PM 3 0002985 20240830 VHDWT102 1 oz DOM VHDWT10000* 158568 CN



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



Internal ID: xD452CE5E Payee ID: REGCCPRD:15492536 EPC Draft #: 341255670 Payment Date: 08/29/2024 Page 1 of 3

Payor: League of Minnesota Cities P&C

Check Number: 6131237753

Payor ID: 10040

Payee ID: REGCCPRD:15492536

Bill Detail

Claimant Name: Rogers, City Of
Claim Number: LMC CP 000000310909
Policy Number: 1000701
Employer/Insured: Rogers, City Of

Amount: 179,565.00
Invoice Date: 08/28/2024
Invoice Number: IREGCCPRD:25366629
Incident Date: 09/21/2023
Payment type: VEND
Vendor Number: REGCCPRD:15492536

From-To: 1/1/00-1/1/00
Remarks: See NOTE-0001

Statement Summary	Charged	Reductions	Net Payment Amount
	179,565.00	0.00	179,565.00

Are you struggling with receiving check payments in a timely manner? Interested in receiving payments and submitting ebills more expediently? These challenging times clearly demonstrate an immediate need for our industry to transition to electronic billing and payment methods. **Jopari Solutions is here to help!** If you would like to obtain information about enrolling in electronic billing, Virtual Card, or EFT payment receipt, please contact Jopari Solutions at 1-800-630-3060, via email at Support@Jopari.com, or visit: www.Jopari.com. Reduce your payment turnaround time - Enroll Today.

Comments:

NOTE-0001 Salt Shed Settlement





League of Minnesota Cities P&C
145 University Avenue West
St. Paul, MN 55103

HUNTINGTON NATIONAL BANK
Westerville, OH 43081

56-1512
441

DRAFT NO. 341255670
DRAFT DATE 08/29/2024

Electronic Payment Clearinghouse
Echo Health, Inc.

PAYABLE
THROUGH
DRAFT

One Hundred Seventy-Nine Thousand Five Hundred Sixty-Five & 00 / 100 DO

TO THE
ORDER OF

ROGERS CITY OF
22350 S Diamond Lake Road

Rogers MN 55374

AMOUNT

*****\$179,565.00

VOID AFTER 500 DAYS

DUPEPROOF ICON

MUST BE VISIBLE

William C. Primmick

⑈341255670⑈ ⑆044115126⑆ 01669508612⑈





STAFF REPORT

ROGERS CITY COUNCIL

Meeting Date: November 26, 2024

Agenda Item: 5.10

Subject: Approve Contract for 2025 Embedded Systems Siren Maintenance Contract

Prepared By: Patrick Farrens, Fire Chief

Overview / Background / Analysis

Embedded systems provide service and maintenance to the radio controls of the city's ten storm sirens. This maintenance is crucial in ensuring these sirens will operate as designed in a severe weather emergency. Embedded systems have long provided this service to our community and other jurisdictions. A service contract is requested to be signed annually.

Staff Recommendation

Approve 2025 Embedded Systems and authorize Chief Farrens to Execute the contract.

Financial Impact: 5,996.40

Source Fund:

Budgeted? Yes

Supporting Documentation

A. Embedded Systems Contract

Embedded Systems, Inc.

Tel. (763) 757-3696
www.embedsys.com

11931 Hwy 65 NE, Minneapolis, MN 55434

Fax: (763) 767-2817
btorkelson@embedsys.com

Contract Renewal

October 14, 2024

City of Rogers
Patrick Farrens
21201 Memorial Drive
Rogers, MN 55374

We are at the end of another tornado season. Embedded Systems, Inc. has provided our best service toward maintaining the tornado sirens for your city for the past several years. We would be very pleased to continue to provide Tornado Siren Maintenance for your city.

The Monthly Siren Maintenance Fee for 2025 will be **\$49.97** per siren, per month.

The decoder batteries for your city were replaced in 2023 for preventive maintenance. Battery replacement will occur once every 2 years for Hennepin County and once every three years for Anoka County for all units maintained by Embedded Systems under the original maintenance agreement, including those batteries which may have been replaced since the last scheduled replacement because of failure.

We are asking that you please sign and return this contract renewal to us before **November 25, 2024** to enable us to continue to provide our best service through the end of 2025. Feel free to fax the signed contract renewal to (763) 767-2817 or email it to phowe@embedsys.com.

Thank you for your business and we look forward to servicing your needs through the next year. If you have any questions, feel free to contact me directly.

Thank you,

Peggy Howe
Embedded Systems, Inc.

Contract terms accepted:

Signature

Date

Phone

Email

For continuation of services through the end of the year 2024



STAFF REPORT

Meeting Date: November 26, 2024

ROGERS CITY COUNCIL

Agenda Item: 6.1

Subject: Public Hearing to Consider Adopting the Following Ordinances:

- Ordinance No. 2024-12, An Ordinance Adopting the 2025 Master Fee Schedule for the City of Rogers
- Ordinance No. 2024-13, An Ordinance Establishing Utility Rates for Sanitary Sewer, Water, and Storm Water within the City of Rogers
- Resolution No. 2024-118, A Resolution Authorizing Summary Publication of Ordinance No. 2024-12
- Resolution No. 2024-119, A Resolution Authorizing Summary Publication of Ordinance No. 2024-13

Prepared By: Bridget Bruska, Finance Director

Overview / Background / Analysis

Fee Schedule

Department supervisors have reviewed relevant sections of the Master Fee Schedule and recommended changes where necessary. The City Council reviewed the Master Fee Schedule at the October 22, 2024 Budget Workshop. The highlighted yellow items on the attached Fee Schedule reflect additions or updates from the previous year. The specific change to the item has been bolded within the line.

Staff is recommending continuing to apply the 1997 UBC Code for building permit fees (which can be justified with offsetting related expenses).

The attached document(s) provide one central ordinance for all fees which allows for easy research and publication of fines and charges. Development and building permit fees are currently required to be set by ordinance. There are also a number of fees that have statutory limitations. It is important to keep in mind that per Minn. Stat. 462.353 subd. 4(a) and (b), fees must be fair, reasonable, and proportionate and have a nexus to the actual cost of the service for which the fee is imposed and a municipality must adopt management and accounting procedures to ensure that fees are maintained and used only for the purpose for which they are collected. Several fee calculations have had received input from consultants and related studies.

Utility Rates

A Utility Rate Study was last completed in 2020. The rate study focused on the water, sewer, and storm water operating funds. The purpose of Utility Rate Studies is to analyze whether projected revenues are sufficient to pay for capital outlay, operations, and annual debt service. The study also looked at whether the utility funds were

maintaining appropriate cash reserves.

Utility Rate Studies should be reviewed annually, as actual revenues and expenses often differ from the projections made in the initial study. To account for these changes and the evolving needs of a growing city, staff recommends conducting comprehensive Utility Rate Studies at least every 10 years. This helps ensure that the City can keep pace with rapidly changing capital demands. Given the complexity and cost of these studies, they are typically conducted with the help of specialized utility engineering or financial consulting firms. The City has budgeted for a new rate study in 2025 to ensure we are well-prepared for future growth and infrastructure needs.

Proposed rates are as follows:

- **Water:** Cash flows from operations (operating revenues less operating expenses) should be positive. A 15% increase in water rates is recommended to budget positive cash flows from operations. Cash flows from operations should also cover debt expenditures. The Water Fund has two outstanding bonds and cash flows from operations only cover a portion. Because of this, future rate increases are anticipated.
- **Sewer:** The Metropolitan Council for Environmental Services (MCES) operates the city's wastewater treatment plant and charges municipal wastewater charges (MWC), which account for approximately 60% of the sewer operating expenses. While these MWC charges are a significant part of the budget, having MCES manage the treatment facility saves the city from the much higher capital costs of building and operating its own plant. For 2025, MCES will increase the MWC by 4.22%. To ensure sewer revenues keep up with rising operating expenses, staff recommends a 5% increase in local sewer rates.
- **Storm Water:** The Storm Water fund is near break-even; it has sufficient revenues and cash reserves to pay for operations and capital maintenance/replacement. The Storm Water rates have not increased for several years, and staff recommends a 5% increase to the basic charge.

The effect of the proposed rate changes on an average residential home (using 5,000 gallons of water per month) would be an increase of \$5.77 monthly over the 2024 utility rates.

Staff Recommendation

Motion to adopt the following Ordinances and Resolutions:

- Ordinance No. 2024-12, An Ordinance Adopting the 2025 Master Fee Schedule for the City of Rogers
- Ordinance No. 2024-13, An Ordinance Establishing Utility Rates for Sanitary Sewer, Water and Storm Water within the City of Rogers
- Resolution No. 2024-118, A Resolution Authorizing Summary Publication of Ordinance No. 2024-12

- Resolution No. 2024-119, A Resolution Authorizing Summary Publication of Ordinance No. 2024-13

Financial Impact: N/A

Source Fund: N/A

Budgeted? N/A

Supporting Documentation

- A. Ordinance 2024-12
- B. 2025 Master Fee Schedule - Exhibit A
- C. 2025 RAC Advertising Schedule
- D. 2025 Building Permit Fee Schedule
- E. Ordinance 2024-13
- F. Resolution 2024-118
- G. Resolution 2024-119

ORDINANCE NO. 2024 – 12

**AN ORDINANCE ADOPTING THE 2025 MASTER FEE SCHEDULE
FOR THE CITY OF ROGERS**

The Rogers City Council ordains as follows:

Section 1. Adoption of Fees.

The Master Fee Schedule attached as **Exhibit A** is hereby adopted by the Rogers City Council.

Section 2. Effective Date.

The effective date of this Ordinance shall be upon its passage and publication and the effective date of the fee schedule is January 1, 2025.

Passed by the City Council of the City of Rogers, Hennepin County, Minnesota, this 26th day of November, 2024.

Rick Ihli, Mayor

ATTEST:

Stacie Brown, City Clerk



2025

Master Fee Schedule - Exhibit A

City of Rogers
22350 South Diamond Lake Road
Rogers, MN 55374
PH: 763-428-2253
FAX: 763-428-4470
Web Site: www.rogersmn.gov
Hours: Monday - Thursday 8:00 a.m. - 4:30 p.m.
Friday 7:30 a.m. - 1:30 p.m.

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PUBLIC WORKS	SECTION 11
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Includes corresponding schedules (separate attachments):

Rogers Activity Center Advertising Rates

1997 UBC Code Schedule

2025 Updates Identified by Yellow Highlights

SECTION 1

ROGERS ACTIVITY CENTER (RAC) / HOCKEY ARENA

Description		2024	2025
ACTIVITY ROOM RENTAL RATES			
Refundable Damage Deposit		200.00	200.00
Refundable Damage Deposit with Liquor or Amplified Music		300.00	300.00
Security (When Alcohol Served)	Per Hour/4 Hour Minimum	Cost + \$5	Cost + \$5
Resident	Per Hour (60 Minutes)	40.00	40.00
Non-Resident	Per Hour (60 Minutes)	50.00	60.00
Annual Ice User with 50+ Hours (Self Set Up & Take Down) - Second Saturday in September - Second Sunday in March	Per Meeting	30.00	30.00
Not-for-Profit Organization (Self Setup and Take Down)	Per Hour/3 Hour Minimum (Max 1 Event/Month)	10.00	10.00
Facility Impact Fee (Amplified Music)	Per Event	N/A	200.00
Facility Impact Fee (Food & Beverage 50 - 100 People)	Per Event	N/A	25.00
Facility Impact Fee (Food & Beverage > 100 People)	Per Event	N/A	50.00
ACTIVITY ROOM RENTAL RATES - MULTIPLE DAY SINGLE SETUP			
Resident	Not Available with Stand Alone Events	175.00	175.00
Non-Resident	Not Available with Stand Alone Events	225.00	225.00
Coffee - Groups Under 25 (Includes Coffee, Filters, Cups, Napkins, Carafes)		25.00	N/A
Coffee - Groups of 25-50 (Includes Coffee, Filters, Cups, Napkins, Carafes)		40.00	N/A
Coffee - Groups over 50 (Includes Coffee, Filters, Cups, Napkins, Carafes)		60.00	N/A
ADMISSIONS			
Public Skating Age 6 and Older		5.00	5.00
Public Skating 10 Punch Pass		40.00	40.00
Public Skating Age 5 and Younger		Free	Free
Open Freestyle and Training		10.00	10.00
Open Freestyle and Training 10 Punch Pass		85.00	85.00
Open Hockey		7.00	7.00
Open Hockey 10 Punch Pass		50.00	50.00
ADVERTISING - SEE RAC ADVERTISTING FEE SCHEDULE			
EQUIPMENT RENTAL			
Sound System with Microphone	Per Day	10.00	20.00
Portable Screen (6'x6')	Per Day	10.00	N/A
Projector with Screen	Per Day	50.00	N/A

SECTION 1

RAC / HOCKEY ARENA (CONTINUED)

Description	2024	2025
ICE RENTAL RATES Per Hour		
Winter Season Prime (Second Saturday in September - Second Sunday in March)	235.00	245.00
Winter Season / Non-Prime	180.00	190.00
Winter Season Last Chance / Day Time Programming	145.00	150.00
Summer Prime Rate	180.00	190.00
Summer Last Chance Ice	130.00	150.00
Summer Non Prime (Legacy Rate)	150.00	160.00

SECTION 2 ADMINISTRATION

Description		2024	2025
ASSESSMENT SEARCH		25.00	25.00
ASSESSMENT SPLIT		50.00	50.00
BANK RETURNED CHECK/ITEM - Statutory Based Fee		30.00	30.00
COPIES / DOCUMENTS - Statutory Based Fee			
8.5 x 11 or 8.5 x 14 (Per Copy Black & White up to 100 Pages - .50 Dbl Sided)	More Than 100 Pages - Research and Labor Charge Added	0.25	0.25
8.5 x 11 or 8.5 x 14 (Per Copy Color up to 100 Pages - 1.00 Dbl Sided)	More Than 100 Pages - Research and Labor Charge Added	0.50	0.50
11 x 17		0.50	0.50
Full Size Large Format Plot	Black and White	7.50	7.50
Full Size Large Format Plot	Color	10.00	10.00
City Map	Paper	5.00	5.00
City Map	Laminated	7.00	7.00
LATE FEE ON INVOICES			
	Net 35 - Statutory Based Fee	1.5%/Per Mo.	1.5%/Per Mo.
NOTARY FEE			
	Non City Business, Non-Resident, Per Document	5.00	5.00
PAWN SHOP			
	Annual License Fee	5,000.00	5,000.00
	Per Billable Transaction	1.50	1.50
RESEARCH & LABOR RATE FOR STAFF (NON DEVELOPMENT RELATED)		N/A	Per MN Statute, Section 13.03
Business Hours	Non-Supervisory Staff Level Labor	90.00	N/A
	Supervisory Staff Level Labor	130.00	N/A
After Hours	Non-Supervisory Staff Level Labor	135.00	N/A
	Supervisory Staff Level Labor	195.00	N/A
SPECIAL EVENT PERMIT			
	Permit Fee	100.00	100.00
	Escrow to be Set by Dept Supervisor	750 Minimum Escrow	750 Minimum Escrow

SECTION 3 BUILDING PERMITS

Description	2024	2025
ACCESS CHARGES		
Water (WAC) Single Family/ Com./Ind. - Per Unit	3,800.00	3,800.00
Water (WAC) Multi Family Per Unit	3,000.00	3,000.00
Water (WAC) Existing Residential Properties - Onsite Systems	1,900.00	1,900.00
Water (High Pressure Access Charge Ordinance 99-5	200.00	200.00
Sewer (SAC) Com./Ind. First Unit	4,500.00	4,500.00
Sewer (SAC) Com./Ind. Each Additional Unit	2,500.00	2,500.00
Sewer (SAC) Multi Family Per Unit	3,600.00	3,600.00
Sewer (SAC) Single Family Per Unit	4,500.00	4,500.00
Sewer (SAC) Existing Residential Properties - Onsite Systems	2,500.00	2,500.00
ADMINISTRATION FEE Internal Staffing Costs		
Commercial	250.00	250.00
Residential	200.00	200.00
Commercial/Residential - Addition/Build Out/ Remodel - Permit Value > \$5000	125.00	125.00
ASSESSOR FEE		
Commercial / Industrial / Multi Family	200.00	N/A
Commercial / Industrial / Multi Family - Addition / Build Out / Remodel/Demolition - Permit Value > \$5000	100.00	N/A
Residential	100.00	N/A
Residential -Addition / Build Out / Remodel/Demolition - Permit Value > \$5000	50.00	N/A
BUILDING DEMOLITION		
Disconnect Inspection Fee	100.00	100.00
Surcharge	1.00	1.00
BUILDING MOVING - Requires an Inspection Prior to Moving the Structure. Requires a Conditional-Use-Permit to Move within the City. Minimum Base Fee.	50.00	50.00
BUILDING PERMITS - City Contracts with MetroWest for Inspection Services		
Building Permit	1997 UBC	1997 UBC
Building Permit Surcharge	Per MN Statutes	Per MN Statutes
Commercial Mechanical	1997 UBC	1997 UBC
Commercial Plumbing	1997 UBC	1997 UBC
Plan Check Fee	65% of Permit Fee	65% of Permit Fee
Plan Check Fee (Plans Reviewed by the State & Master Plans)	25% of Permit Fee	25% of Permit Fee
Pool Permit Engineering Fee Permanent Pools	200.00	200.00
Residential Plumbing	50.00	50.00
Each Fixture	5.00	5.00
Per Permit Surcharge	1.00	1.00
RPZ Filing Fee (Commercial/Industrial) Per Device	25.00	25.00

SECTION 3 BUILDING PERMITS (CONTINUED)

Description	2024	2025
CERTIFICATE OF OCCUPANCY ESCROW (Not Required if Development Agreement In Place)*		
Driveway	2,000 Minimum Escrow	N/A
Trees (2.5') \$1,000 Corner Lot	500 Minimum Escrow	N/A
Drain Tile	250 Minimum Escrow	N/A
Sod or Seed & Final Grade	2,500 Minimum Escrow	N/A
CERTIFICATE OF OCCUPANCY ESCROW (Not Required if Development Agreement In Place)*		
Seeding (if Area is Over 10,000 Sq Feet) Seeding \$0.20/Sq. Ft., Silt Fence \$1.50/Lin. Ft.	TBD	N/A
Apron	600 Minimum Escrow	N/A
Wire Locate Box & Curb Stop	100 Minimum Escrow	N/A
Sidewalk Per Panel	250 Minimum Escrow	N/A
Other Dependent Upon Property/Characteristics	TBD	N/A
*The City will Release the Above Escrow Funds to the Fee Owner of the Property Following Final Inspection and Approval of Completion of the Work that Required the Escrow		N/A
DRAIN TILE INSPECTIONS (Per Residential Building Permit)	75.00	75.00
ENVIRONMENTAL FEE - This Charge is for Coverage of Additional Street and Storm Sewer System Cleaning. A Fee Shall be Applied to Each New Construction Permit	300.00	300.00
FENCE PERMIT No Site Inspection	100.00	100.00
FINAL LOT INSPECTION FEE Per Residential Unit	75.00	75.00
INVESTIGATION FEE/WORK BEGUN WITHOUT A PERMIT*	Dbl. Permit Fee	Dbl. Permit Fee
*When work requiring a permit has been commenced without first obtaining a permit, a special investigation shall be made before a permit may be issued for such work. An investigation fee, in addition to the permit fee, shall be collected whether or not a permit is then or subsequently issued. The investigation fee shall be equal to the amount of the permit fee required by the Code. The minimum investigation fee shall be the same as the minimum fee set in the Fee Schedule.		

SECTION 3 BUILDING PERMITS (CONTINUED)

Description	2024	2025
RESIDENTIAL MINOR WORK PERMIT		
Air Conditioning	75.00	75.00
Fireplace	100.00	100.00
Furnace	75.00	75.00
Garage Heater	75.00	75.00
Gas Appliance	75.00	75.00
Irrigation		
Site Fee	20.00	20.00
Plumbing Fee	60.00	60.00
Re-Roof	100.00	100.00
Residing	100.00	100.00
Water Heater	50.00	50.00
Water Softener	50.00	50.00
Windows/Doors	100.00	100.00
SEWER CONNECTION CHARGE		
Commercial / Industrial / Multi Family Per Connection	600.00	600.00
Residential Per Connection	300.00	300.00
SITE FEE Internal Staffing Costs		
Commercial / Industrial / Multi Family	600.00	600.00
Residential Single Family	600.00	600.00
Residential 2+ Units	325.00	325.00
STATE SURCHARGE Per State Surcharge Formula	Per MN Statutes	Per MN Statutes
TEMPORARY CERTIFICATE OF OCCUPANCY	N/A	50.00
WARNING SIREN FEE (Per Ordinance 2007-10)		
Per Single Residential Unit	100.00	100.00
Up to 4 Units	200.00	200.00
Up to Ten Units	500.00	500.00
For Any Number of Units Above 10 Units	1,000.00	1,000.00
WATER METERS	At Cost + 10% Admin Fee	At Cost + 10% Admin Fee

SECTION 4 COMMUNITY ROOMS

Description		2024	2025
COMMUNITY ROOM RENTAL			
North or South Room			
Roger's Resident Rental	Per Hour	40.00	N/A
Non-Resident Rental	Per Hour	50.00	N/A
Refundable Damage Deposit	Less than 100 Guests	300.00	N/A
	More than 100 Guests	500.00	N/A
Food Service Fee (No Kitchen Use)		25.00	N/A
Kitchen Fee (Food Prepared on Site or Catered)	Less than 150 Guests	75.00	N/A
Kitchen Fee (Food Prepared on Site or Catered)	More than 150 Guests	150.00	N/A
COMMUNITY ROOM RENTAL NON-PROFIT			
	Per Hour	30.00	N/A
EVENT CENTER RENTAL ***			
Roger's Resident Rental Great Hall			
Friday	Per Hour - 6 Hour Minimum	120.00	130.00
Saturday & City Holidays	Per Hour - 8 Hour Minimum	140.00	150.00
Sunday - Thursday	Per Hour - 2 Hour Minimum	100.00	110.00
Non-Profit**	Per Hour	N/A	85.00
Non-Resident Great Hall			
Friday	Per Hour - 6 Hour Minimum	150.00	160.00
Saturday & City Holidays	Per Hour - 8 Hour Minimum	170.00	180.00
Sunday - Thursday	Per Hour - 2 Hour Minimum	130.00	140.00
Non-Profit**	Per Hour	N/A	110.00
Conference Room Rental			
Rogers Resident	Per Hour	50.00	50.00
Rogers Non-Resident	Per Hour	75.00	75.00
Non-Profit Resident**	Per Hour	N/A	40.00
Non-Profit Non-Resident**	Per Hour	N/A	60.00
Wedding Package Resident*		3,000.00	3,300.00
Wedding Package Non-Resident*		3,700.00	4,000.00
Graduation Party Package - Rogers High School Students Only****		N/A	950.00
Refundable Damage Deposit	Event Without Alcohol	300.00	300.00
	Event with Alcohol	500.00	500.00
Security (When Alcohol Served) - Private Security	Per Hour/4 Hour Minimum Required	Cost + \$5	Cost + \$5
Food Service Fee (No Kitchen Use)		25.00	25.00
Kitchen Fee (Food Prepared on Site or Catered)		150.00	150.00
Events with Alcohol Service			
Gratuity for Hosted Events	Based Total Alcohol Sales	N/A	15%
Bartenders	Per Bartender, Per Hour - 4 Hour Minimum + 1 Hour Setup	30.00	30.00

SECTION 4 COMMUNITY ROOMS (CONTINUED)

Description		2024	2025
EQUIPMENT RENTAL			
Fire Pit	With Interior Rental	50.00	50.00
Stage or Garden	With Interior Rental	100.00	N/A
Garden Chair Rental	Per Chair	4.00	4.00
Garden Chair Setup/Takedown	Per Chair	2.00	2.00
Sound System with Microphone	Each/Per Day	10.00	N/A
Portable Stage	Per Set-up	75.00	100.00
A/V System	Per Day	N/A	75.00
Portable Screen (6'x6')	Per Day	10.00	N/A
Projector and Screen	Per Day	50.00	N/A
EQUIPMENT RENTAL (CONTINUED)			
Fryer*****	Per Day	N/A	150.00
Fryer Cleaning Fee	Each/Per Day	N/A	300.00
Lawn Games	Per Day	N/A	50.00
Other Available Equipment Rentals - To be Discussed at Time of Rental			
Coffee	Groups Under 25	10.00	N/A
	Groups 25 - 50	20.00	N/A
	Groups Over 50	40.00	N/A
*Wedding would include 6 hours of setup up the day before the event between the hours of 2-8 pm, 8am - 12am day of event, full use of stage/garden, fire pit, AV, Kitchen, conference room, trash removal, Table/chair setup and take down.			
**Non-Profit Rates are Based on Actual Event Time Only. Includes Unsupported Use of AV Equipment- Self Setup and Takedown (Must Meet with Staff for Building Orientation). Cannot book more than 90 days out for Fri-Sat.			
***Friday/Saturday Rentals Scheduled Less than 30 Days Prior to the Rental Date are Allowed to Reserve at the Sunday-Thursday Rate. Set-up Time for Saturday and City Holiday Events Scheduled Less than 60 Days Prior to the Rental Date are Allowed to Reserve at the Sunday - Thursday Rate.			
**** Grad Party Package is available only for Rogers High School seniors and can be booked after the first day of the school year that they are graduating. Package includes 5 hours of building use, A/V system, kitchen use, fire pit, lawn games, and two easels. Price does not include refundable damage deposit.			
***** Fryer rental and cleaning can be waived for Lions club for the donation and proper cleaning of the fryers.			

SECTION 5 DEVELOPMENT

Description		2024	2025
LABOR RATE FOR ENGINEERING STAFF			
	At Cost = Salary + Benefits + Overhead	At Cost	At Cost*
LOT ORIGATION FEE		350.00	350.00
PARK DEDICATION FEES			
Residential	Per Dwelling Unit	6,000.00	6,000.00
Commercial	Per Acre	8,000.00	8,000.00
Industrial	Per Acre	5,000.00	5,000.00
SEWER TRUNK		2,600.00	2,600.00
	Per Acre		
On Existing Residential Properties/If Lateral Extension Required for Hookup		At Cost	At Cost
STORM WATER TRUNK			
Storm Water Trunk - All Non-Ag Zoning Except R1	Per Acre	2,400.00	2,400.00
Storm Water Trunk - R1	Per Acre	300.00	300.00
SUB-DIVISION GIS DATA ENTRY			
Residential	Per Acre	50.00	50.00
Commercial/Industrial	Per Acre	250.00	250.00
WATER TRUNK (LOW PRESSURE ZONE)		3,000.00	3,000.00
	Per Acre		
On Existing Residential Properties/If Lateral Extension Required for Hookup		At Cost	At Cost
WATER TRUNK (HIGH PRESSURE ZONE)		4,600.00	4,600.00
	Per Acre		
WETLAND CONSULTANTING (TEP Panel Delineation Review)			
Wetland Conservation Act Permit Review	Escrow - Minimum \$5,000	At Cost	At Cost
Replacement Wetland Monitoring	Escrow - Minimum Additional \$11,000	At Cost	At Cost

SECTION 6 FIRE

Description		2024	2025
ANNUAL OPERATING PERMITS			
Hazardous Materials Storage and Use (Inside or Outside)*	Per Hazardous Material Maximum Annual Permit of \$450/Business Unless Sites are Not Part of a Complex	N/A	150.00
Permits Required if Amounts are Greater than Chapter 1 of the MSFC.			
Hazardous Materials Include: Compressed Gases, Inert and			
Asphyxiant, Explosive Materials, Flammable/Combustible Liquid,			
Cryogenic Fluids, Corrosive, Oxidizing Material, Organic			
Peroxides, Pyrophoric Materials, Toxic Materials, Water-Reactive			
High Piled Storage	Area > 500 Sq Ft > 12 Ft High	N/A	150.00
Storage of Lithium (or Lithium-Ion) Batteries	Excess of 15 Cu Ft	N/A	150.00
BUILDING PERMIT FEES			
Permits Required For:			
Automatic Extinguishing System			
Battery or Energy Storage Systems			
Compressed Gasses (Including Tanks)			
Cryogenic Fluids (Including Tanks)			
Detection Systems and Related Equipment			
Emergency Responder Radio Coverage			
Fire Alarm			
Fire Pumps and Related Equipment			
Flammable and Combustible Liquids (Including Tanks)			
Gas Detection Systems			
Hazardous Materials (Including Tanks)			
High-Piled Combustible Storage			
Smoke Control or Exhaust Systems			
Spraying or Dipping Equipment			
Building Permit		1997 UBC	1997 UBC
Building Permit Surcharge		Per MN Statutes	Per MN Statutes
Plan Check Fee		65% of Permit Fee	65% of Permit Fee
Plan Check Fee - Additional	After 3 or More Revisions without Correction, Per Hour	100.00	100.00
Investigation Fee / Work Begun Without a Permit*		Dbl. Permit Fee	Dbl. Permit Fee
Gates and Barricades Across Fire Access Roads	Flat Fee	75.00	75.00
Removal of Underground Tanks			
One Tank	Flat Fee	100.00	100.00
Additional Tanks	Flat Fee	50.00	50.00
*When work requiring a permit has been commenced without first obtaining a permit, a special investigation shall be made before a permit may be issued for such work. An investigation fee, in addition to the permit fee, shall be collected whether or not a permit is then or subsequently issued. The investigation fee shall be equal to the amount of the permit fee required by the Code. The minimum investigation fee shall be the same as the minimum fee set in the Fee Schedule.			

SECTION 6 FIRE (CONTINUED)

Description		2024	2025
BURN PERMIT			
One Month		15.00	15.00
Six Month		75.00	75.00
EQUIPMENT CHARGE (Material Used Per Hour, 1-Hour Minimum Per or Damage to Equipment) Apparatus (Non-Routine Calls)			
Ladder		200.00	200.00
Pumper		150.00	150.00
Heavy Rescue, Tanker		100.00	100.00
Squads/Chief Vehicles		20.00	20.00
Repair, Cleanup, Disposable Equipment		At Cost	At Cost
EQUIPMENT CHARGE (Material Used Per Hour, 1-Hour Minimum Per or Damage to Equipment) - Continued Apparatus (Non-Routine Calls)			
Staff Costs	Per Hour, Per Employee At Cost = Salary + Benefits + Overhead	At Cost	At Cost
FALSE ALARMS:			
1 in any 12 Month Period		No Charge	No Charge
2 in any 12 Month Period		300.00	N/A
3+ in any 12 Month Period		400.00	N/A
2 to 3 in Any 12 Month Period	Each	N/A	300.00
4 to 5 in Any 12 Month Period	Each	N/A	400.00
6+ in Any 12 Month Period	Each	N/A	500.00
FIRE INSPECTION FEES Per Hour			
Inspection Outside of Normal Business Hours	2-Hour Minimum 4-Hour Minimum on Holidays	155.00	165.00
Re-Inspection Fee			
1-2 Site Inspections		No Charge	No Charge
3rd Site Inspection		75.00	75.00
4th Site Inspection		125.00	125.00
5th Site Inspection or More		175.00	175.00
FIREWORKS PERMIT			
Display		100.00	100.00
Indoor Retail Temporary		100.00	100.00
Outdoor Retail Temporary		350.00	350.00
FIRE CODE VIOLATION		250.00	250.00
FIRE WATCH Per Hour, Per Employee, 1-Hour Minimum At Cost = Salary + Benefits + Overhead + Equipment Costs (see Equipment Charges)		At Cost	At Cost

SECTION 6 FIRE (CONTINUED)

Description		235	245
HAZARDOUS MATERIALS INCIDENTS Equipment (see Equipment Charges) + Staff Costs, 1 Hour Minimum		At Cost	At Cost
MOBILE FOOD PREP VEHICLE Annual Operating Permit		75.00	75.00
TENT FEE			
Temporary Membrane Structure & Tents 1st Unit		75.00	75.00
Additional Units, Each		25.00	25.00

SECTION 7

LIQUOR, TOBACCO & CANNABIS

Description		2024	2025
BREWERY/BREW PUB/MICRODISTILLERY/TASTING ROOM/TAP ROOM			
Brewpub Off-Sale	Annual Fee	200.00	200.00
Brewpub On-Sale	Annual Fee	500.00	500.00
Brewer Off-Sale	Annual Fee	200.00	200.00
Brewer Tap Room On-Sale	Annual Fee	300.00	300.00
Microdistillery Off-Sale	Annual Fee	200.00	200.00
Microdistillery On-Sale	Annual Fee	300.00	300.00
Brewer/Microdistillery Temporary	Per Event	20.00	20.00
Cocktail/Tasting Room On-Sale	Annual Fee	300.00	300.00
Culinary Class On-Sale	Annual Fee	100.00	100.00
CANNABIS			
Initial Registration	Or As Defined in MN State	N/A	500.00
Renewal Registration	Statute 342.22 Subd. 2	N/A	1,000.00
COMPLIANCE VIOLATION FEES			
Cannabis and Liquor			
1st Offense		500.00	500.00
2nd Offense (w/24 Mos. Period) + License Suspension		750.00	750.00
3rd Offense (w/24 Mos. Period) + License Suspension		1,000.00	1,000.00
4th Offense (w/24 Mos. Period) + License Suspension or Revocation		2,000.00	2,000.00
Tobacco			
1st Offense		75.00	75.00
2nd Offense (w/24 Mos. Period)		200.00	200.00
3rd + Offense (w/24 Mos. Period) + License Suspension		250.00	250.00
INTOXICATING LIQUOR ON-SALE			
Annual Fee		8,000.00	8,000.00
Temporary		No Charge	No Charge
INVESTIGATION FEE			
New Applications		1,000.00	1,000.00
Change of Business Ownership		750.00	750.00
NON-INTOXICATING LIQUOR			
On-Sale		500.00	500.00
Off-Sale		250.00	250.00
Temporary		No Charge	No Charge
SUNDAY INTOXICATING LIQUOR ON-SALE			
	Annual Fee - New & Renewals	200.00	200.00
TOBACCO LICENSE			
Annual Fee		250.00	300.00
Tobacco License Investigation Fee		50.00	50.00
WINE ON-SALE			
	Annual Fee	1,000.00	1,000.00

SECTION 8 PARKS & RECREATION

Description	2024	2025
FIELD RENTAL		
Youth Associations: Minimum of 100 Participants		
Field Maintenance - Multipurpose Fields Per Week	80.00	80.00
Field Maintenance - Ball Diamonds Per Field Setup	40.00	40.00
Seasonal Field Setup - Football/Soccer/Rugby/Lacrosse Per Field Setup	130.00	130.00
Use of Lights Per Field Per Hour	4.00	5.00
Portable Mound Set-up Adder Per Field Per Setup	20.00	30.00
SHELTERS*		
Lions Central Park Sunroom Resident Per Hour	35.00	35.00
Lions Central Park Pavilion Resident Per Hour	25.00	25.00
Lions Central Park Sunroom Non-Resident Per Hour	40.00	40.00
Lions Central Park Pavilion Non-Resident Per Hour	30.00	30.00
Lions Central Park Sunroom or Pavilion Not-for-Profit (Self Setup and Take Down) Per Hour/3 Hour Minimum (Max 1 Event/Month)	10.00	10.00
North Community Park Gazebo Resident Per Hour	15.00	15.00
North Community Park Gazebo Non-Resident Per Hour	20.00	20.00
*Cancellation Fee: Notice > 30 Days, Full Refund; Notice < 30 Days, 50% Refund; Notice < 14 Days, No Refund.		
SPECIAL EVENT PERMIT Permit Fee	60.00	60.00
Event Within a City Park Only (ie. Concerts, etc.) Escrow to be set by Dept. Sprvsr	250 Minimum Escrow	250 Minimum Escrow
Event Using City Trails, Sidewalks, Streets, etc. (ie. Charity Walks) Escrow to be set by Dept. Sprvsr	750 Minimum Escrow	750 Minimum Escrow
TOURNAMENTS		
Per Field per Day (Additional fees for field staff, portable toilets, fences, and lights) Includes First Setup of the Day	40.00	40.00
Temporary Fence Installation & Removal Per Field	150.00	150.00
Additional Fees for Chalk/Portable Toilets	At Cost	At Cost
Additional Lining Per Field/Per Request	80.00	80.00
Field Staff for Tournaments Per Hour, Per Staff	20.00	25.00

SECTION 9 COMMUNITY DEVELOPMENT

Description		2024	2025
AGRICULTURAL PRESERVE PROCESSING FEE		50.00	50.00
BUSINESS REGISTRATION CERTIFICATE One-Time Registration Fee		5.00	5.00
COMPREHENSIVE PLAN AMENDMENT			
Base		500.00	500.00
Escrow (Minimum)		3,000.00	3,000.00
CONCEPT PLAN REVIEW			
Base		250.00	250.00
Escrow (Minimum)		1,500.00	1,500.00
CONDITIONAL USE PERMIT			
Base		400.00	400.00
Escrow (Minimum)		1,000.00	1,000.00
DEVELOPMENT RELATED STUDIES (If Required by City; Completed by City Engineer)			
AUAR / AUAR Update	Escrow	At Cost	At Cost
Environmental Impact Study / Environmental Assessment Worksheet	Escrow	At Cost	At Cost
Traffic Impact Study	Escrow	At Cost	At Cost
Development Traffic Analysis	Escrow (Minimum)	2,000.00	2,000.00
HOME OCCUPATION/ HOME-BASED BUSINESS			
Home Occupation Type 1	No Permit Required	No Charge	No Charge
Home Occupation Type 2	Administrative Review	250.00	250.00
Home Occupation Type 3	Base	350.00	350.00
	Escrow (Minimum)	1,500.00	1,500.00
INTERIM USE PERMIT			
Base		350.00	400.00
Escrow (Minimum)		2,000.00	2,000.00
LABOR RATE FOR PLANNING STAFF *At Cost = Salary + Benefits + Overhead		At Cost*	At Cost*
MESSAGE LICENSE			
Message Establishment License	Initial License (Expires at 12/31)	300.00	600.00
	Annual Renewal (Expires 12/31 Each Year)	300.00	400.00
Message Therapist License	Initial License (Expires at 12/31)	70.00	N/A
	Annual Renewal (Expires 12/31 Each Year)	70.00	N/A
Message Enterprise Background Check		300.00	N/A
Message Therapist License Background Check		75.00	N/A

SECTION 9 COMMUNITY DEVELOPMENT (CONTINUED)

Description		2024	2025
MINING PERMIT			
Active Area Fee	Per Year/Per Acre	50.00	50.00
Inactive Area Fee	Per Year/Per Acre	25.00	25.00
Restoration Credit	Subtracted from Total of Active/Inactive Area Fees/Per Acre	25.00	25.00
Minimum Fee	Per Year	900.00	900.00
GMAP Surcharge	One-Time/Per Acre/Active & Inactive	125.00	125.00
MINOR SUBDIVISION			
Lot Division, Lot Consolidation, Lot Line Adjustment	Base	300.00	300.00
	Escrow (Minimum)	1,000.00	1,000.00
PAWNBROKERS, PRECIOUS METAL DEALERS, AND SECONDHAND DEALERS			
License	Annual Fee	3,000.00	3,000.00
Investigation Fee		500.00	500.00
Investigation Escrow	In-State	1,000.00	1,000.00
Investigation Escrow	Out-of-State	5,000.00	5,000.00
Bond	Annual	5,000.00	5,000.00
PLAT - PRELIMINARY			
Base		500 + \$5 Per Lot	500 + \$5 Per Lot
Escrow (Minimum)		3,500.00	3,500.00
PLAT - FINAL			
Base		300 + \$5 Per Lot	300 + \$5 Per Lot
Escrow (Minimum)		2,500.00	2,500.00
PLANNED UNIT DEVELOPMENT (PUD)			
Concept Plan	Base	250.00	250.00
	Escrow (Minimum)	1,500.00	1,500.00
Development Plan	Base	500.00	500.00
	Escrow (Minimum)	500.00	5,000.00
Preliminary Plat	Base	500 + \$5 Per Lot	500 + \$5 Per Lot
	Escrow (Minimum)	3,500.00	3,500.00
Final Plat	Base	300 + \$5 Per Lot	300 + \$5 Per Lot
	Escrow (Minimum)	2,500.00	2,500.00
Development Plan Amendment	Base	300.00	300.00
	Escrow (Minimum)	2,000.00	2,000.00
RENTAL REGISTRATION			
Single Family, through Quad Rental	Per Unit, Annual Fee	75.00	75.00
5+ Unit Rental	Annual Flat Fee	400.00	400.00

SECTION 9 COMMUNITY DEVELOPMENT (CONTINUED)

Description	2024	2025
REZONING		
Base	400.00	400.00
Escrow (Minimum)	2,000.00	2,000.00
SIGNS (BILLBOARD) Annual Fee	250.00	250.00
SIGNS (TEMPORARY) Permanent Signs Require a Building Permit		
On Premise-Temp - 1 - 10 Day Permit	No Charge	25.00
On Premise-Temp - 11 - 30 Day Permit	35.00	50.00
SIGN STANDARD ADJUSTMENT		
Base	200.00	200.00
Escrow (Minimum)	1,000.00	1,000.00
SIGN & ZONING ORDINANCE VIOLATION		
1st Offense	Warning	Warning
2nd Offense	100.00	100.00
3rd Offense	250.00	250.00
All Offenses Thereafter (Each)	500.00	500.00
SITE PLAN REVIEW		
Base	500.00	500.00
Escrow (Minimum)	3,500.00	3,500.00
SITE PLAN AMENDMENT		
Base	250.00	250.00
Escrow (Minimum)	2,000.00	2,000.00
TIF/ABATEMENT APPLICATION FEE		
Non-Refundable Fee	5,000.00	5,000.00
Escrow (Minimum)	10,000.00	10,000.00
VACATION Application fee	500.00	500.00
VARIANCE Application fee	400.00	400.00
ZONING TEXT AMENDMENT		
Base	300.00	400.00
Escrow (Minimum)	1,500.00	1,500.00
ZONING CERTIFICATION LETTER		
Base	75.00	75.00
Additional Fees May be Charged Depending Upon Request	TBD	TBD
ZONING APPEALS Per Section 125-57	500.00	500.00

SECTION 10 POLICE

Description	2024	2025
BACKGROUND INVESTIGATION (Per Applicant)	50.00	50.00
DANGEROUS DOG REGISTRATION FEE	200.00	200.00
DATA REQUEST		
Police Reports	See Administration - Copies	See Administration - Copies
Photos (To Burn to CD) Plus Staff Time Where Applicable	12.00	12.00
Videos (To Burn to CD) Plus Staff Time Where Applicable	35.00	35.00
FALSE ALARMS (Calendar Year)		
1-3	No Charge	No Charge
4-5	50.00	50.00
6-7	100.00	100.00
8-9	250.00	250.00
10 & More	500.00	500.00
Other Civil Alarm Violation	100.00	100.00
FINGER PRINTING		
Resident	No Charge	No Charge
Non-Resident	15.00	15.00
HUNTING LICENSE WITHIN CITY LIMITS	30.00	35.00
ICE CREAM VENDOR BACKGROUND CHECK Per Section 10 - Police (Background Investigation)	50.00	50.00
PARKING FINES	20.00	20.00
SECURITY SERVICES		
Licensed Officer/per hour	160.00	170.00
Reserve Officer/per hour	25.00	N/A
SOLICITOR LICENSE Annually	20.00	250.00
SOLICITATION PERMIT VIOLATION	100.00	100.00

SECTION 11 PUBLIC WORKS

Description		2024	2025
ANNUAL YARD WASTE PERMIT (RESIDENTIAL ONLY)			
Permit Required/Must Present ID at Gate		30.00	30.00
BULK WATER			
Hydrant Usage Base Charge			
- Applied to Actual Usage (Minimum Charge - No Refunds)	Small 0-10,000 Gallons	50.00	N/A
- Applied to Actual Usage (Minimum Charge - No Refunds)	Medium 10,001 - 50,000 Gallons	250.00	N/A
- Applied to Actual Usage (Minimum Charge - No Refunds)	Large 50,001 and Above Gallons	500.00	N/A
Commercial Hydrant Usage	Per 1,000 Gallons	3.50	5.20
DUST CONTROL ON ROADS OUTSIDE OF CITY POLICY		At Cost	At Cost
EROSION VIOLATION FEE			
Paid with Escrow Funds		100.00	100.00
FATS OILS AND GREASES PENALTIES			
Ordinance 2021-03			
First Violation Within Two-Year Period		Warning	Warning
Second Violation Within Two-Year Period	Per Month	500.00	500.00
Third Violation Within Two-Year Period	Per Month	1,000.00	1,000.00
Fourth Violation Within Two-Year Period		License Suspension or Revocation	License Suspension or Revocation
GRADING PERMIT			
Less than 1/2 Acre or 200 Yards of Soil Import		75.00	75.00
Equal to or Greater than 1/2 Acre but Less than 1 Acre		250.00	250.00
Equal to or Greater than 1 Acre (Requires Watershed Review)		750.00	750.00
JET VAC TRUCK AND OPERATOR			
Per Hour		300.00	300.00
LOCATING WIRE			
Per Foot		At Cost	At Cost
MOWING PER RESIDENTIAL LOT		250.00	250.00
PRIVATE HYDRANT INSPECTION FEE			
Per Hydrant		100.00	100.00
RIGHT OF WAY PERMIT			
Annual Fee		250.00	250.00
Per Permit		150.00	150.00
Street Excavation		Additional 250.00	Additional 250.00
Escrow (If Needed as Determined for Large Projects over 500')		TBD	TBD
New Driveway Permit		250.00	250.00
Driveway Replacement Permit		65.00	65.00

SECTION 11 PUBLIC WORKS (CONTINUED)

Description	2024	2025
TELECOMMUNICATION APPLICATION FEE		
Tower and Antenna Application (Applies if Tower or Antenna is on City Property or Private Property with a Conditional Use Permit)	500 Minimum	500 Minimum
Escrow Based Upon Pre-Application Acceptance	1,000 Minimum Escrow	1,000 Minimum Escrow
TEMPORARY CONSTRUCTION METERS		
Hydrant Meter Assembly - Long-Term (Construction):		
- Wrench Deposit	50.00	50.00
- .75" Assembly Deposit	200.00	500.00
- 2.5" Assembly Deposit	1,300.00	1,500.00
- Lost or Inopenable Assembly Fee (In Addition to Deposit)	500.00	1,500.00
- Unable to Read Meter Per Month	100.00	100.00
TREE / WEED REMOVAL ON PRIVATE PROPERTY	At Cost	At Cost
UNDERGROUND EXCAVATION LICENSE		
50% Water	50.00	50.00
50% Sewer		
VALVE BOX DRIVEWAY COVER	70.00	At Cost
WATER/SEWER INSTALLERS PERMIT		
Residential 50% Water/50% Sewer	125.00	150.00
Commercial (See Public Works Superintendent for Final Inspection Fee) 50% Water/50% Sewer	300.00	500.00
Commercial - Sewer Only	125.00	150.00
Commercial - Water Only	125.00	150.00
WIRE ACCESS BOX	40.00	At Cost

SECTION 12 UTILITY BILLING

Description		2024	2025
MANUAL METER READ FEE FOR UTILITY BILLING (Customers Not Utilizing Advanced Metering Infrastructure Technology) Per Billing		75.00	75.00
RECYCLING	Monthly Recycling Fee	4.70	5.00
SEWER			
Sewer Basic Charge	Per Month	8.40	8.90
Residential Usage	Per 1,000 Gallons	7.00	7.40
Commercial/Industrial Usage	Per 1,000 Gallons	7.00	7.40
STORM WATER UTILITY FEES (Based On Land Use)			
Storm Water Basic Charge	Per Month	1.73	1.90
R1 Rural Properties	Per Month	4.05	4.05
Residential Single-Family R2, PUD Urban Properties	Per Month	4.19	4.19
Residential Mid-density Residential (R3) Parcels Smaller than .25 Acres	Per Month	2.64	2.64
Residential Mid-density Residential (R3) Parcels Larger than .25 Acres	Per Month	4.10	4.10
Residential Multi-Family - Residential (R4, R5) Parcels Smaller than .50 Acres	Per Month Plus \$.0005 Per Sq Ft Impervious Area	4.10	4.10
Residential Multi-Family - Residential (R4, R5) Parcels Larger than .50 Acres	Per Month/Per Acre Plus \$.0005 Per Sq Ft Impervious Area	8.27	8.27
Institutional (Churches, Schools, Govt, Hospitals & Nursing Homes) Smaller than .50 Acres	Per Month Plus \$.0005 Per Sq Ft Impervious Area	4.10	4.10
Institutional (Churches, Schools, Govt, Hospitals & Nursing Homes) Larger than .50 Acres	Per Month/Per Acre Plus \$.0005 Per Sq Ft Impervious Area	8.27	8.27
Commercial / Industrial/Retail (ND, DT, LC, RC, GI, SB) Smaller than .50 Acres	Per Month Plus \$.0005 Per Sq Ft Impervious Area	5.50	5.50
Commercial / Industrial/Retail (ND, DT, LC, RC, GI, SB) Larger than .50 Acres	Per Month/Per Acre Plus \$.0005 Per Sq Ft Impervious Area	10.81	10.81
UTILITY BILL PENALTIES	Per Month	Per MN Statutes	3%

SECTION 12 UTILITY BILLING (CONTINUED)

Description		2024	2025
WATER BASIC CHARGES (BASED ON METER SIZE)			
- 0.625"	Per Month	5.70	6.60
- 0.75"	Per Month	5.90	6.80
- 1.00"	Per Month	6.40	7.40
- 1.50"	Per Month	7.10	8.20
- 2.00"	Per Month	8.80	10.20
WATER BASIC CHARGES (BASED ON METER SIZE)			
- 3.00"	Per Month	26.70	30.80
- 4.00"	Per Month	34.10	39.30
WATER - STATE MANDATED TESTING FEES			
	Per Month/Per Connection	0.81	0.81
WATER TURN ON/SHUT OFF FEE			
	Per Hour	75.00	75.00
After Hours Water Turn On/Shut Off Fee	Per Hour	100.00	100.00
WATER USAGE - Per 1,000 Gallons			
Residential Usage	Tier 1, 0-3,000 Gallons	2.20	2.60
Residential Usage	Tier 2, 3,001-15,000 Gallons	2.70	3.20
Residential Usage	Tier 3, 15,001-37,500 Gallons	3.40	4.00
Residential Usage	Tier 4, Over 37,500 Gallons	4.50	5.20
Commercial/Industrial Usage	Tier 1, 0-47,000 Gallons	2.70	3.20
Commercial/Industrial Usage	Tier 2, Over 47,000 Gallons	3.40	4.00
Irrigation Usage	Per 1,000 Gallons	4.50	5.20
WATER SPRINKLING BAN VIOLATIONS			
	Each Day of Violation Beyond the Initial Warning	50.00	50.00
UTILITY DISCONNECT FEE			
	50% Water	50.00	50.00
	50% Sewer	50.00	50.00



Rogers Activity Center (Ice Arena) - Advertising Agreement
 Advertising Agreement
 2025

Sponsorship name	Qty	Single Ad Annual Cost	Term (Years)	Single Ad Term Cost	Notes
Zamboni					
Zamboni / All Surfaces	1	\$3,500.00	2	\$7,000.00	Invoiced Annually with Payments
Zamboni / All Surfaces	1	\$3,325.00	2	\$6,650.00	5% Discount if Paid in Full - Term
In Ice					
In Ice / Location 1 - 10' x 10'	4	\$1,200.00	2	\$2,400.00	Invoiced Annually with Payments
In Ice / Location 1 - 10' x 10'	4	\$1,140.00	2	\$2,280.00	5% Discount if Paid in Full - Term
Dasherboards					
8' wide x 30" high	41	\$975.00	2	\$1,950.00	Invoiced Annually with Payments
8' wide x 30" high	41	\$926.25	2	\$1,852.50	5% Discount if Paid in Full - Term
Bench Backs					
20' wide x 30" high	2	\$2,500.00	2	\$5,000.00	Invoiced Annually with Payments
20' wide x 30" high	2	\$2,375.00	2	\$4,750.00	5% Discount if Paid in Full - Term
9' wide x 30" high	1	\$2,000.00	2	\$4,000.00	Invoiced Annually with Payments
9' wide x 30" high	1	\$1,900.00	2	\$3,800.00	5% Discount if Paid in Full - Term
Wall Panels / Banners					
8' wide x 4' high	20	\$975.00	2	\$1,950.00	Invoiced Annually with Payments
8' wide x 4' high	20	\$926.25	2	\$1,852.50	5% Discount if Paid in Full - Term
8' wide x 8' high	6	\$2,800.00	2	\$5,600.00	Invoiced Annually with Payments
8' wide x 8' high	6	\$2,660.00	2	\$5,320.00	5% Discount if Paid in Full - Term

Note: Advertising does not include installation/production costs. Charges are based on ad complexity.



Building Permit Fee Schedule 2025

Building Permit Fee Summary (1997 UBC)	
Total Valuation	Fee
\$1.00 to \$500.00	\$23.50
\$501.00 to \$2,000.00	\$23.50 for the first \$500.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$391.25 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,0001.00 and up	\$5,608.75 for the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00, or fraction thereof

Surcharge Fee Summary (State of MN)	
Total Valuation	Fee
\$0 - \$1,000,000	Value x \$0.0005
\$1,000,001 - \$2,000,000	\$500 + (Value Between \$1 and \$2M x \$0.0004)
\$2,000,001 - \$3,000,000	\$900 + (Value Between \$2 and \$3M x \$0.0003)
\$3,000,001 - \$4,000,000	\$1,200 + (Value Between \$3 and \$4M x \$0.0002)
\$4,000,001 - \$5,000,000	\$1,400 + (Value Between \$4 and \$5M x \$0.0001)
\$5,000,001 and up	\$1,500 + (Value over \$5M x \$0.00005)

Plan Review Fee Summary
65% of Permit Fee

Total Permit Fee
Building Permit + Surcharge + Plan Review = Total Permit Fee

ORDINANCE NO. 2024 - 13

AN ORDINANCE ESTABLISHING UTILITY RATES FOR SANITARY SEWER, WATER AND STORM WATER WITHIN THE CITY OF ROGERS

The Rogers City Council Ordains as follows:

Section 1. Rate Study and Recommendation.

The City of Rogers, in review of its current rate structure, recommends the following rate increases for sanitary sewer, water, and storm water rates for 2025. The rates shown below are based upon rate study recommendations and reflect revenue needs for program expenses.

Section 2. 2025 Utility Rates.

The following rates will be charged by the City of Rogers for sanitary sewer, water and storm water for usage commencing on January 1, 2025:

STORM WATER

A. Fixed Charges.

A monthly storm water basic charge to cover fixed costs is \$1.90 per parcel.

B. Land Use.

A monthly storm water utility fee based on land use is as follows:

LAND USE	RATE
Agricultural	\$0.00
R1 Rural Properties	\$4.05/per parcel per month
Residential Single-Family R2, PUD Urban Properties	\$4.19/per parcel per month
Residential Mid-Density (R3)	\$4.10/per parcel per month for all sizes larger than 0.25 acres \$2.64/per parcel per month for 0.25 acres in size or smaller
Residential Multi-Family (R4, R5)	\$4.10/per parcel per month or \$8.27/acre for parcels over 0.5 acres in size plus \$0.0005 per square foot of impervious area
Commercial/Industrial/Retail (ND, DT, LC, RC, GI, SB)	\$5.50/per parcel per month or \$10.81/acre for parcels over 0.5 acres in size plus \$0.0005 per square foot of impervious area
Institutional	\$4.10/per parcel per month or \$8.27/acre for

	parcels over 0.5 acres in size plus \$0.0005 per square foot of impervious area
Parks & Wetlands	\$0.00
Special Industrial	\$0.00

WATER

A. Fixed Charges.

A monthly basic charge per meter size to cover fixed costs are as follows:

METER SIZE		BASIC CHARGE
0.625"	=	6.60/month
0.75"	=	6.80/month
1"	=	7.40/month
1.50"	=	8.20/month
2"	=	10.20/month
3"	=	30.80/month
4"	=	39.30/month

The annual charge for State mandated water testing fees per connection is \$9.72 per year. The monthly equivalent is .81 cents per connection. This charge is in addition to the monthly basic charge.

B. Commodity Rate.

A tiered monthly water ("commodity") charge is as follows:

ZONING/GALLONS		WATER RATE
Residential		
Tier 1	0-3,000 gallons	\$2.60/per 1,000 gallons
Tier 2	3,001-15,000 gallons	\$3.20/per 1,000 gallons
Tier 3	15,001-37,500 gallons	\$4.00/per 1,000 gallons
Tier 4	Over 37,5000 gallons	\$5.20/per 1,000 gallons
Commercial		
Tier 1	0-47,000 gallons	\$3.20/per 1,000 gallons
Tier 2	Over 47,000 gallons	\$4.00/per 1,000 gallons
Metered Irrigation		
No Tier	0-999,999,999 gallons	\$5.20/per 1,000 gallons

C. Manual Meter Read Fee. The City utilizes Advanced Metering Infrastructure technology (AMI). AMI allows the City to automatically collect consumption data from water meters and transfer that data to a central database for billing and analysis. Customers who choose not to use this technology will be charged \$75 per billing cycle; this fee will

cover the additional costs of obtaining the manual meter reading and updating the utility billing software.

- D. Water Turn On/Shut Off Fee. Customers who request to have their water turned on or shut off during the year will be charged a \$75 fee if completed during regular business hours and \$100 after hours. Water turn-on and shut-off requests will be completed at the discretion of the Public Works Director.

SANITARY SEWER

ALL ZONING DISTRICTS	RATE
Basic Charge (Paid by all property owners)	\$8.90/per month
Usage	\$7.40/per 1,000 gallons

1. Residential property owners will have their sewer consumption set at their winter usage known as “winter averaging.”
2. For residential property owners with no winter water usage, the winter average would be based on the lesser of the City's residential average water consumption of 5,000 gallons or the average water consumption from the months directly before departure and after a return.
3. New residential property owners would have their winter average set at the City’s residential average water consumption of 5,000 gallons per monthly billing cycle until they are able to establish a winter average amount. For 2025, new owners would have their sewer capped at \$45.90 per billing cycle.

Section 3. Billing Cycle.

- a) All properties will be billed monthly.
- b) All payments shall be due on the 1st day of the month following billing.

Section 4. Penalty

A late charge of 3% will be applied to the outstanding balance of any bill not paid by the due date. This charge will be assessed monthly, or for any portion of a month, on the total arrears.

Customers are eligible for a one-time forgiveness of the late fee within a two-year rolling period. This means that one late fee can be waived every two years upon request, providing some flexibility in case of an occasional missed payment.

Section 5. Land Use/Billing Categories.

City Staff is directed to review and identify the appropriate land use and billing categories for all property within the City. The billing category shall coincide with the actual use of the property.

Section 6. Correction of Customer Overcharges and Undercharges.

- a) Adjustments and time limitations. When a determination is made that a customer's utility account has been overcharged or undercharged for utility services (because of inaccurate metering, clerical errors, or other unintentional causes), the error shall be remedied as promptly as possible. An adjustment shall be made for the dollar amount of the overcharge or undercharge for the period that the erroneous charges occurred, not to exceed one year before the date that the City became aware of the error for undercharges and two years before the date that the City became aware of the error for overcharges.
- b) Refund for overcharge. When a customer has been overcharged, the overpaid amount shall be refunded to the customer by the City within sixty days of calculating the amount of overcharge, or a credit may be placed on the current bill at the customer's request.
- c) Collection of undercharges. When a customer has been undercharged, the customer shall be promptly notified of the cause and amount of the adjustment, and the undercharged amount shall be added to the customer's utility bills (whether or not those bills are for the same property on which the undercharge occurred); at the discretion of the City, the undercharged amount may be paid to the City, without interest or penalties, up to a maximum period of twelve months, beginning with the next billing after the notification.

Section 7. Repealed

All previous Code Sections and Ordinances that are inconsistent with this Ordinance are hereby repealed upon the effective date of this Ordinance.

Section 8. Effective Date.

This Ordinance shall be effective, and the above-referenced rate changes shall commence with usage beginning January 1, 2025.

Passed by the City Council of the City of Rogers, Hennepin County, Minnesota, this 26th day of November, 2024.

Mayor

ATTEST:

Clerk

RESOLUTION 2024-118

A RESOLUTION AUTHORIZING SUMMARY PUBLICATION OF ORDINANCE NO. 2024-12

WHEREAS, the City Council of the City of Rogers adopted Ordinance No. 2024-12 titled “An Ordinance Adopting the 2025 Master Fee Schedule for the City of Rogers;” and

WHEREAS, in the case of lengthy ordinances or those containing charts or maps, Minnesota state law allows the City Council to approve, by a four-fifths vote, the publication of an ordinance by title and summary only; and

WHEREAS, the expense to publish the complete text of Ordinance No. 2024-12 is not justified; and

WHEREAS, the following summary clearly informs the public of the intent and effect of the ordinance.

NOW THEREFORE, IT IS HEREBY RESOLVED, by the City Council of the City of Rogers, Hennepin County, Minnesota, that the following summary is hereby approved for official publication:

SUMMARY OF ORDINANCE NO. 2024-12

AN ORDINANCE ADOPTING THE 2025 MASTER FEE SCHEDULE FOR THE CITY OF ROGERS

On the 26th day of November, 2024 the Rogers City Council passed Ordinance No. 2024-12, An Ordinance Adopting the 2025 Master Fee Schedule for the City of Rogers.

Fee schedule changes for 2025 include:

Fee Description	2024	2025
ACTIVITY ROOM RENTAL RATES		
Non-Resident Per Hour (60 Minutes)	50.00	60.00
Facility Impact Fee (Amplified Music) Per Event	N/A	200.00
Facility Impact Fee (Food & Beverage 50 - 100 People) Per Event	N/A	25.00
Facility Impact Fee (Food & Beverage > 100 People) Per Event	N/A	50.00
ACTIVITY ROOM RENTAL RATES - MULTIPLE DAY SINGLE SETUP		
Coffee - Groups Under 25 (Includes Coffee, Filters, Cups, Napkins, Carafes)	25.00	N/A
Coffee - Groups of 25-50 (Includes Coffee, Filters, Cups, Napkins, Carafes)	40.00	N/A
Coffee - Groups over 50 (Includes Coffee, Filters, Cups, Napkins, Carafes)	60.00	N/A

EQUIPMENT RENTAL (Per Rental)			
Sound System with Microphone	Per Day	10.00	20.00
Portable Screen (6'x6')	Per Day	10.00	N/A
Projector with Screen	Per Day	50.00	N/A
ICE RENTAL RATES (Per Hour)			
Winter Season Prime (Second Saturday in September - Second Sunday in March)		235.00	245.00
Winter Season / Non-Prime		180.00	190.00
Winter Season Last Chance / Day Time Programming		145.00	150.00
Summer Prime Rate		180.00	190.00
Summer Last Chance Ice		130.00	150.00
Summer Non Prime (Legacy Rate)		150.00	160.00
RESEARCH & LABOR RATE FOR STAFF (NON DEVELOPMENT RELATED)		N/A	Per MN Statute, Section 13.03
Business Hours	Non-Supervisory Staff Level Labor	90.00	N/A
	Supervisory Staff Level Labor	130.00	N/A
After Hours	Non-Supervisory Staff Level Labor	135.00	N/A
	Supervisory Staff Level Labor	195.00	N/A
ASSESSOR FEE			
Commercial / Industrial / Multi Family		200.00	N/A
Commercial / Industrial / Multi Family - Addition / Build Out / Remodel/Demolition - Permit Value > \$5000		100.00	N/A
Residential		100.00	N/A
Residential -Addition / Build Out / Remodel/Demolition - Permit Value > \$5000		50.00	N/A
CERTIFICATE OF OCCUPANCY ESCROW (Not Required if Development Agreement In Place)*			
Driveway		2,000 Minimum Escrow	N/A
Trees (2.5')	\$1,000 Corner Lot	500 Minimum Escrow	N/A
Drain Tile		250 Minimum Escrow	N/A

Sod or Seed & Final Grade		2,500 Minimum Escrow	N/A
Seeding (if Area is Over 10,000 Sq Feet)	Seeding \$0.20/Sq. Ft., Silt Fence \$1.50/Lin. Ft.	TBD	N/A
Apron		600 Minimum Escrow	N/A
Wire Locate Box & Curb Stop		100 Minimum Escrow	N/A
Sidewalk	Per Panel	250 Minimum Escrow	N/A
Other	Dependent Upon Property/Characteristics	TBD	N/A
*The City will Release the Above Escrow Funds to the Fee Owner of the Property Following Final Inspection and Approval of Completion of the Work that Required the Escrow			N/A
TEMPORARY CERTIFICATE OF OCCUPANCY		N/A	50.00
COMMUNITY ROOM RENTAL			
North or South Room			
Roger's Resident Rental	Per Hour	40.00	N/A
Non-Resident Rental	Per Hour	50.00	N/A
Refundable Damage Deposit	Less than 100 Guests	300.00	N/A
	More than 100 Guests	500.00	N/A
Food Service Fee (No Kitchen Use)		25.00	N/A
Kitchen Fee (Food Prepared on Site or Catered)	Less than 150 Guests	75.00	N/A
Kitchen Fee (Food Prepared on Site or Catered)	More than 150 Guests	150.00	N/A
COMMUNITY ROOM RENTAL NON-PROFIT		30.00	N/A
EVENT CENTER RENTAL ***			
Roger's Resident Rental Great Hall			
Friday	Per Hour - 6 Hour Minimum	120.00	130.00
Saturday & City Holidays	Per Hour - 8 Hour Minimum	140.00	150.00
Sunday - Thursday	Per Hour - 2 Hour Minimum	100.00	110.00
Non-Profit**	Per Hour	N/A	85.00

Non-Resident Great Hall			
Friday	Per Hour - 6 Hour Minimum	150.00	160.00
Saturday & City Holidays	Per Hour - 8 Hour Minimum	170.00	180.00
Sunday - Thursday	Per Hour - 2 Hour Minimum	130.00	140.00
Non-Profit**	Per Hour	N/A	110.00
Conference Room Rental			
Non-Profit Resident**	Per Hour	N/A	40.00
Non-Profit Non-Resident**	Per Hour	N/A	60.00
Wedding Package Resident*		3,000.00	3,300.00
Wedding Package Non-Resident*		3,700.00	4,000.00
Graduation Party Package - Rogers High School Students Only****		N/A	950.00
Events with Alcohol Service			
Gratuity for Hosted Events	Based Total Alcohol Sales	N/A	15%
EQUIPMENT RENTAL			
Stage or Garden	With Interior Rental	100.00	N/A
Easel with White Board	Per Day	N/A	N/A
Sound System with Microphone	Each/Per Day	10.00	N/A
Portable Stage	Per Set-up	75.00	100.00
A/V System	Per Day	N/A	75.00
Portable Screen (6'x6')	Per Day	10.00	N/A
Projector and Screen	Per Day	50.00	N/A
Fryer*****	Per Day	N/A	150.00
Fryer Cleaning Fee	Each/Per Day	N/A	300.00
Lawn Games	Per Day	N/A	50.00
Coffee	Groups Under 25	10.00	N/A
	Groups 25 - 50	20.00	N/A
	Groups Over 50	40.00	N/A

****Grad Party Package is available only for Rogers High School seniors and can be booked after the first day of the school year that they are graduating. Package includes 5 hours of building use, A/V system, kitchen use, fire pit, lawn games, and two easels. Price does not include refundable damage deposit.

*****Fryer rental and cleaning can be waived for Lions club for the donation and proper cleaning of the fryers.

ANNUAL OPERATING PERMITS

Hazardous Materials Storage and Use (Inside or Outside)*	Per Hazardous Material Maximum Annual Permit of \$450/Business Unless Sites are Not Part of a Complex	N/A	150.00
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Permits Required if Amounts are Greater than Chapter 1 of the MSFC.

Hazardous Materials Include: Compressed Gases, Inert and

Asphyxiant, Explosive Materials, Flammable/Combustible Liquid,

Cryogenic Fluids, Corrosive, Oxidizing Material, Organic

Peroxides, Pyrophoric Materials, Toxic Materials, Water-Reactive

High Piled Storage	Area > 500 Sq Ft > 12 Ft High	N/A	150.00
Storage of Lithium (or Lithium-Ion) Batteries	Excess of 15 Cu Ft	N/A	150.00

FALSE ALARMS

2 in any 12 Month Period		300.00	N/A
3+ in any 12 Month Period		400.00	N/A
2 to 3 in Any 12 Month Period	Each	N/A	300.00
4 to 5 in Any 12 Month Period	Each	N/A	400.00
6+ in Any 12 Month Period	Each	N/A	500.00

FIRE INSPECTION FEES (Per Hour)

Inspection Outside of Normal Business Hours	2-Hour Minimum 4-Hour Minimum on Holidays	155.00	165.00
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CANNABIS

Initial Registration	Or As Defined in MN State	N/A	500.00
Renewal Registration	Statute 342.22 Subd. 2	N/A	1,000.00

TOBACCO LICENSE

Annual Fee		250.00	300.00
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FIELD RENTAL

Use of Lights	Per Field Per Hour	4.00	5.00
Portable Mound Set-up Adder	Per Field Per Setup	20.00	30.00

TOURNAMENTS			
Field Staff for Tournaments	Per Hour, Per Staff	20.00	25.00
INTERIM USE PERMIT			
Base		350.00	400.00
MASSAGE LICENSE			
Massage Establishment License	Initial License (Expires at 12/31)	300.00	600.00
	Annual Renewal (Expires 12/31 Each Year)	300.00	400.00
Massage Therapist License	Initial License (Expires at 12/31)	70.00	N/A
	Annual Renewal (Expires 12/31 Each Year)	70.00	N/A
Massage Enterprise Background Check		300.00	N/A
Massage Therapist License Background Check		75.00	N/A
SIGNS (TEMPORARY) Permanent Signs Require a Building Permit			
On Premise-Temp - 1 - 10 Day Permit		No Charge	25.00
On Premise-Temp - 11 - 30 Day Permit		35.00	50.00
ZONING TEXT AMENDMENT			
Base		300.00	400.00
HUNTING LICENSE WITHIN CITY LIMITS		30.00	35.00
SECURITY SERVICES			
Licensed Officer/per hour		160.00	170.00
Reserve Officer/per hour		25.00	N/A
SOLICITOR LICENSE	Annually	20.00	250.00
BULK WATER			
Hydrant Usage Base Charge			
- Applied to Actual Usage (Minimum Charge - No Refunds)	Small 0-10,000 Gallons	50.00	N/A
- Applied to Actual Usage (Minimum Charge - No Refunds)	Medium 10,001 - 50,000 Gallons	250.00	N/A
- Applied to Actual Usage (Minimum Charge - No Refunds)	Large 50,001 and Above Gallons	500.00	N/A
Commercial Hydrant Usage	Per 1,000 Gallons	3.50	5.20

TEMPORARY CONSTRUCTION METERS		
Hydrant Meter Assembly - Long-Term (Construction):		
- .75" Assembly Deposit	200.00	500.00
- 2.5" Assembly Deposit	1,300.00	1,500.00
- Lost or Inopenable Assembly Fee (In Addition to Deposit)	500.00	1,500.00
VALVE BOX DRIVEWAY COVER	70.00	At Cost
WATER/SEWER INSTALLERS PERMIT		
Residential 50% Water/50% Sewer	125.00	150.00
Commercial (See Public Works Superintendent for Final Inspection Fee) 50% Water/50% Sewer	300.00	500.00
Commercial - Sewer Only	125.00	150.00
Commercial - Water Only	125.00	150.00
WIRE ACCESS BOX	40.00	At Cost
RECYCLING Monthly Recycling Fee	4.70	5.00

The full text of the Ordinance may be reviewed at City Hall, located at 22350 South Diamond Lake Road, Rogers, MN 55374.

oved 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 26th day of November, 2024.

Rick Ihli, Mayor

ATTEST:

Stacie Brown, City Clerk

RESOLUTION 2024-119

A RESOLUTION AUTHORIZING SUMMARY PUBLICATION OF ORDINANCE NO. 2024-13

WHEREAS, the City Council of the City of Rogers adopted Ordinance No. 2024-13 titled “An Ordinance Establishing Utility Rates for Sanitary Sewer, Water and Storm Water within the City of Rogers;” and

WHEREAS, in the case of lengthy ordinances or those containing charts or maps, Minnesota state law allows the City Council to approve, by a four-fifths vote, the publication of an ordinance by title and summary only; and

WHEREAS, the expense to publish the complete text of Ordinance No. 2024-13 is not justified; and

WHEREAS, the following summary clearly informs the public of the intent and effect of the ordinance.

NOW THEREFORE, IT IS HEREBY RESOLVED, by the City Council of the City of Rogers, Hennepin County, Minnesota, that the following summary is hereby approved for official publication:

SUMMARY OF ORDINANCE NO. 2024-13

AN ORDINANCE ESTABLISHING UTILITY RATES FOR SANITARY SEWER, WATER AND STORM WATER WITHIN THE CITY OF ROGERS

On the 26th day of November, 2024 the Rogers City Council passed Ordinance No. 2024-13, An Ordinance Establishing Utility Rates for Sanitary Sewer, Water, and Storm Water within the City of Rogers.

Changes to the Utility Rate Ordinance effective January 1, 2025 include:

- Water rates: increase of 15 percent.
- Sanitary sewer rates: increase of five percent.
- Stormwater rates: increase of five percent to the basic charge.
- Utility penalties of three percent per month.

The full text of the Ordinance may be reviewed at City Hall, located at 22350 South Diamond Lake Road, Rogers, MN 55374.

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 26th day of November, 2024.

Rick Ihli, Mayor

ATTEST:

Stacy Brown, City Clerk



STAFF REPORT

Meeting Date: November 26, 2024

ROGERS CITY COUNCIL

Agenda Item: 6.2

Subject: Consideration of a Request to Vacate Certain Easements and Right-of-Way at 14000 Veit Place

Prepared By: Brett Angell, Community Development Director

Overview / Background / Analysis

In the early 1980s, Veit moved their corporate headquarters to Rogers at 14000 Veit Place ("Subject Property"). Since the time of initially moving here, Veit has grown in their facility as well as the surrounding area being developed. Through this time, there have been shifts in the roadway alignment and old easements that have run through the Subject Property that no longer serve a public purpose.

Recently, Veit has submitted a preliminary plat, final plat, and site plan request that is in connection with a future 14,000 square foot expansion of their headquarters building to add maintenance capacity. The proposed re-plat solves existing issues related to property lines, easements, and right-of-way that currently exist on this property. The proposed plat, Veit Headquarters Addition, takes seven parcels and reduces it to two parcels: one being approximately 21 acres and would house their corporate campus, and the second being a 1.15 acre parcel across Industrial Blvd which Veit currently uses as storage. The preliminary plat and final plat are both on this agenda for approval and the proposed plat is contingent on this vacation.

The proposed vacation of easements and right of way vacates an 80' street easement which currently runs through the middle of the site, two 10' drainage and utility easements which run across the site, and dedicated right of way near the entrance to the property. An Easement Vacation Plan exhibit is attached to this memorandum which further details the areas proposed to be vacated.

The requested action is to open the public hearing, accept public comment, and then table this item until a future meeting date. Since this property is adjacent to public waters, it requires a more intensive review by the Minnesota Department of Natural Resources (DNR). While staff do not anticipate any comments being received from the DNR, the tabling will allow for the full review by the DNR.

Staff Recommendation

Motion to open the public hearing and accept public comment on the proposed vacation of easements request.

Motion to table this item until a future meeting date to allow for additional time for DNR comments to be received.

Financial Impact: Not Applicable.

Source Fund: Not Applicable.

Budgeted? N/A

Supporting Documentation

- A. Resolution No. 2024-116
- B. Veit Location Map
- C. Veit Easement Vacation Plan

RESOLUTION NO. 2024 – 117

**CITY OF ROGERS
HENNEPIN COUNTY, MINNESOTA**

**A RESOLUTION APPROVING THE VACATION A PORTION OF EASEMENTS AND
RIGHT-OF-WAY AT 14000 VEIT PLACE**

WHEREAS, the City of Rogers (“the City”), made the vacation of certain easements and dedicated right-of-way a condition of approval for the Veit Headquarters Addition Plat; and,

WHEREAS, the City wishes to vacate a portion of an 80’ street easement, two 10’ drainage and utility easements, and a portion of dedicated right-of-way at 14000 Veit Place (“Subject Property”); and

WHEREAS, the Easement and Right-of-Way Area to be considered for vacation is described and depicted in Exhibit A (“Easement Area”) and the remainder of the dedicated easements will remain in place; and,

WHEREAS, a public hearing was held on November 26, 2024 at 7:00 p.m. in the Rogers Community Room, located at 21201 Memorial Drive, City of Rogers, to consider the vacation of the easements and right-of-way; and,

WHEREAS, the City of Rogers no longer has any useful public purpose for the easement areas or dedicated right-of-way; and,

WHEREAS, notice of the public hearing was published on November 14, 2024 in the Crow River News and mailed to affected properties.

NOW THEREFORE, BE IT FURTHER RESOLVED by the City Council of the City of Rogers, Minnesota that the vacation of the Easement and Right-of-Way Area as described in Exhibit A is hereby granted by the City Council of the City of Rogers on this 26th day of November 2024.

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 24nd day of April, 2024.

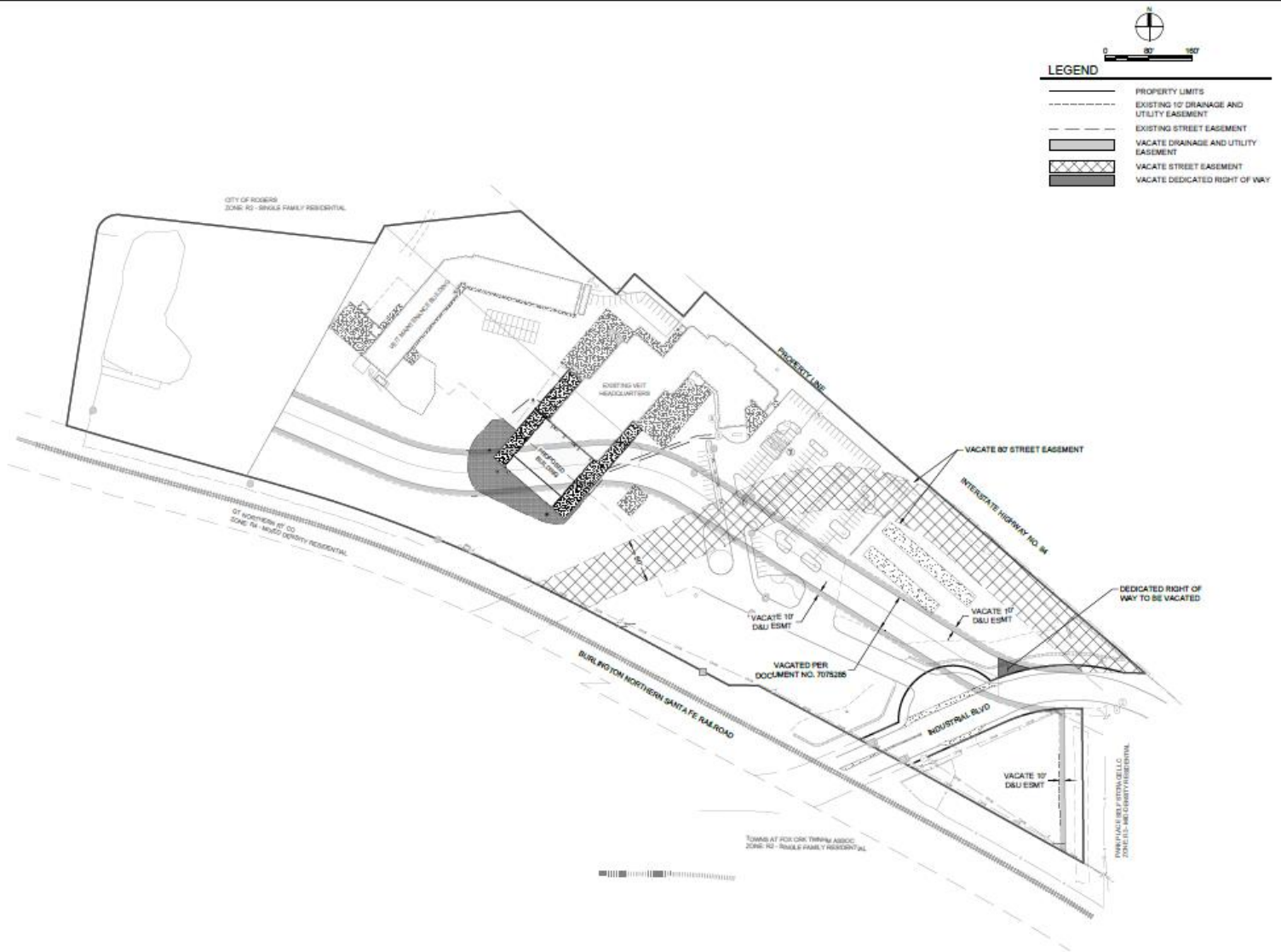
Rick Ihli, Mayor

ATTEST:

Stacie Brown, City Clerk

Exhibit A

**EASEMENT AREA TO BE VACATED:
TO BE INSERTED**





LOCATION MAP





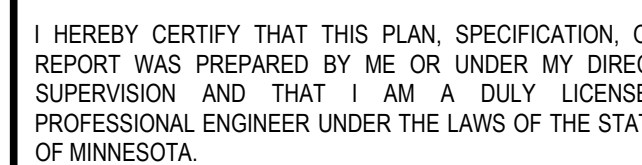
- | | |
|---|--|
|  | PROPERTY LIMITS |
|  | EXISTING 10' DRAINAGE AND UTILITY EASEMENT |
|  | EXISTING STREET EASEMENT |
|  | VACATE DRAINAGE AND UTILITY EASEMENT |
|  | VACATE STREET EASEMENT |
|  | VACATE DEDICATED RIGHT OF WAY |



13605 1st Avenue N. #100
Plymouth, MN 55441 | ae-mn.com
P 763.412.4000 | **F** 763.412.4090
Anderson Engineering of Minnesota, LLC

VEIT
RODGERS
ADDITION

14000 VEIT PL,
ROGERS,MN 55369



PRINT NAME: BRIAN J. FIELD, PE

SIGNATURE: NOT FOR CONSTRUCTION

DATE: 9/20/2024 LICENSE NO. 57224

REVISION LOG

[illegible]

PRELIMINARY PLAT SUBMITTAL
SEPTEMBER 20, 2024

DESIGNED: BJF	DRAWN: BJN	CHECKED BY BJF
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DRAWING TITLE

EASEMENT VACATION PLAN

DRAWING NO.

C2

PLOTTED: ----	COMM. NO. 17311
------------------	--------------------

PARK PLACE SELF STORAGE LLC
ZONE-P2 MID DENSITY RESIDENTIAL

VACATE 10
D&U ESMT

INDUSTRIAL BLVD

VACATED PER
DOCUMENT NO. 7075285

VACATE 10'
D&U ESMT

DEDICATED RIGHT OF WAY TO BE VACATED

INTERSTATE HIGHWAY NO. 95

VACATE 80' STREET EASEMENT

EXISTING VEIT
HEADQUARTERS

CITY OF ROGERS
ZONE: R2 - SINGLE FAMILY RESIDENTIAL

GT NORTHERN RY CO
ZONE: R4 - MIXED DENSITY RESIDENTIAL

Oct 01, 2024 - 10:41am JDobias Y:\173001\17311 kingdom-veit addition - rogers__07 civil__01 cad files__01 SHEETS\17311__ESMT VACA.dwg
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STAFF REPORT

Meeting Date: November 26, 2024

ROGERS CITY COUNCIL

Agenda Item: 6.3

Subject: Adopt Ordinance 2024-11, Xcel Energy Electric Franchise Ordinance and Summary Ordinance 2024-11

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

Overview / Background / Analysis

Xcel Energy Inc. is a U.S. regulated electric utility and natural gas delivery company based in Minneapolis, Minnesota, serving more than 3.7 million electric customers and 2.1 million natural gas customers across parts of eight states (Colorado, Minnesota, Wisconsin, Michigan, North Dakota, South Dakota, Texas and New Mexico). It consists of four operating subsidiaries: Northern States Power-Minnesota, Northern States Power-Wisconsin, Public Service Company of Colorado, and Southwestern Public Service Co.

Xcel Energy is not the exclusive provider of electric power to the City of Rogers, however, they are the major provider. Wright-Hennepin Electric Cooperative and Great River Energy also provide electrical power to parts of the city. Xcel Energy has been operating in the city under Ordinance 2004-14, Electric Franchise Ordinance since 2004. The franchise had a term of 20 years from the date the Ordinance was passed and approved by the city which was November 23, 2004. A copy of Ordinance 2004-14 is attached to the staff report.

The substantive changes to the Franchise Ordinance are the following:

Article 3.1 Location of Facilities.

The previous language allowed Xcel Energy to abandon facilities in place but had to remove them if they interfered with a city project. The new language allows Xcel Energy to abandon their facilities in place but only has to provide records of their abandoned facilities and/or locate the facilities in accordance with Minnesota Statutes § 216D.04.

Article 3.2 Field Locations.

This added language requires Xcel Energy to provide field locations for its underground electric facilities within city consistent with the requirements of Minnesota Statutes § 216D.04.

Article 3.4 Restoration

Language was added that the city agrees not to require that Xcel Energy to maintain a construction performance bond, certificate of insurance, letter of credit or other security in favor of the City except as a condition of right-of-way permits issued in relation to a

Company project requiring, or anticipated to require, ten (10) or more permits.

Article 6.1 Indemnity of City

Language was added as follows "nor for losses or claims resulting from Company's performance in a proper manner of acts reasonably deemed hazardous by Company if at least three (3) days' prior Notice of Company's determination is provided to the City before Company's performance of such acts." This language protects Xcel Energy from claims if the city requires them to perform hazardous activities.

The following additions to the Franchise Agreement were made in recognition of the franchise fees that were imposed in 2015:

Article 9.1 Fee Schedule

The city agreed to waive right-of-way permit fees for Xcel Energy in the event a franchise fee is imposed, which was done. This same provision was added to the Centerpoint Energy Gas Franchise Ordinance earlier this year.

Article 9.2 Separate Ordinance

If the city decides to impose a franchise fee, it must be done so in a separate ordinance, which they did.

Article 9.3 Condition of Fee

If the city imposes a franchise fee on Xcel Energy, they must do the same to other energy providers, which was done.

Article 9.4 Collection of Fee

The franchise fee shall be payable as provided in the Fee Ordinance. The franchise fee formula may be changed by ordinance from time to time, however, the change shall meet the same Notice requirements and the fee may not be changed more often than annually. Such fee is subject to subsequent reductions to account for uncollectibles and customer refunds incurred by Xcel Energy. Xcel Energy shall not be responsible to pay city fees that Xcel Energy is unable to collect under Commission rules or order. Xcel Energy agrees to make available for inspection by city at reasonable times all records necessary to audit Xcel Energy's determination of the franchise fee payments provided its designated representative agree in writing not to disclose any information which would indicate the amount paid by any identifiable customer or customers or any other information regarding identified customers.

Ordinance 2024-11 has been published on the City's website for over 10 days as required by statute. If approved, Summary Ordinance 2024- 11 will be published in the Crow River News on November 28, 2024.

Staff Recommendation

Motion to Adopt Ordinance 2024-11, Excel Energy Electric Franchise Ordinance Superseding and Repealing Ordinance 2004-14 and Authorize Publication of Summary Ordinance 2024-11

Financial Impact: N/A

Source Fund: N/A

Budgeted? N/A

Supporting Documentation

- A. 2004-14 NSP Electric Franchise Ordinance
- B. Xcel Energy Electric Franchise Ordinance 2024-11
- C. Summary Ordinance 2024-11

ELECTRIC FRANCHISE ORDINANCE

ORDINANCE NO. 2004-14

CITY OF ROGERS, HENNEPIN COUNTY, MINNESOTA

AN ORDINANCE GRANTING TO NORTHERN STATES POWER COMPANY, D/B/A XCEL ENERGY, A MINNESOTA CORPORATION, ITS SUCCESSORS AND ASSIGNS, PERMISSION TO CONSTRUCT, OPERATE, REPAIR AND MAINTAIN IN THE CITY OF ROGERS, MINNESOTA, AN ELECTRIC DISTRIBUTION SYSTEM AND TRANSMISSION LINES, INCLUDING NECESSARY POLES, LINES, FIXTURES AND APPURTENANCES, FOR THE FURNISHING OF ELECTRIC ENERGY TO THE CITY, ITS INHABITANTS, AND OTHERS, AND TO USE THE PUBLIC WAYS AND PUBLIC GROUNDS OF THE CITY FOR SUCH PURPOSES.

THE CITY COUNCIL OF THE CITY OF ROGERS, HENNEPIN COUNTY, MINNESOTA, ORDAINS:

SECTION 1. DEFINITIONS.

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

City. The City of Rogers, County of Hennepin, State of Minnesota.

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

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

Company. Northern States Power Company, a Minnesota corporation, d/b/a Xcel Energy, its successors and assigns, including all successors or assignees that own or operate any part or parts of the Electric Facilities subject to this franchise.

Electric Facilities. Electric transmission and distribution towers, poles, lines, guys, anchors, conduits, fixtures, and necessary appurtenances owned or operated by Company for the purpose of providing electric energy for public use.

Non-Betterment Costs. Costs incurred by Company from relocation, removal or rearrangement of Electric Facilities that do not result in an improvement to the Electric Facilities, taking into consideration salvage value of Facilities removed.

Notice. A writing served by one party on the other party referencing one or more provisions of this Ordinance. Notice to Company shall be mailed to the General Counsel, Legal Services, Suite 3000, 800 Nicollet Mall, Minneapolis, MN 55402. Notice to the City shall be mailed to the City Administrator, 12913 Main Street, Rogers, Minnesota 55374. Either party may change its respective address for the purpose of this Ordinance by written notice to the other party.

Public Ground. Land owned or otherwise controlled by the City for park, open space or similar public purpose, which is held for use in common by the public.

Public Way. Public right-of-way within the City as defined in Minn. Stat. § 237.163, subd. 3.

SECTION 2. ADOPTION OF FRANCHISE.

2.1 Grant of Franchise. City hereby grants Company, for a period of twenty (20) years from the date this Ordinance is passed and approved by the City, the right to transmit and furnish electric energy for light, heat and power or similar electric energy purposes for public use within and through the limits of the City as its boundaries now exist or as they may be extended in the future. For these purposes, Company may construct, operate, repair and maintain Electric Facilities in, on, over, under and across the Public Ways and Public Grounds, subject to the provisions of this Ordinance. Company may do all reasonable things necessary or customary to accomplish these purposes, subject however, to such reasonable regulations as may be imposed by the City pursuant to ordinance and to the further provisions of this franchise agreement.

2.2 Effective Date; Written Acceptance. This franchise shall be in force and effect from and after the passage of this Ordinance and publication as required by law and its acceptance by Company. If Company does not file a written acceptance with the City within 90 days after the date the City Council adopts this Ordinance, or otherwise places the City on notice, before that time, that the Company does not accept all terms of this franchise, the City Council by resolution may revoke this Ordinance or seek its enforcement in a court of competent jurisdiction.

2.3 Service Rates and Area. The service to be provided and the rates to be charged by Company for electric service in City are subject to the jurisdiction of the Commission. The area within the City in which Company may provide electric service is subject to the provisions of Minnesota Statutes, Section 216B.40.

2.4 Publication Expense. The expense of publication of this Ordinance shall be paid by City and reimbursed to City by Company within 30 days.

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

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

SECTION 3. LOCATION, OTHER REGULATIONS.

3.1 Location of Facilities. Electric Facilities shall be located, constructed, and maintained so as not to interfere with the safety and convenience of ordinary travel along and over Public Ways and so as not to disrupt normal operation of any City Utility System or street lighting or traffic signal system of the City. Electric Facilities shall be located on Public Grounds as determined by the City. Company's construction, reconstruction, operation, repair, maintenance, location and relocation of Electric Facilities shall be subject to any permit requirements authorized in a separate ordinance and other reasonable regulations of the City, consistent with authority granted the City to manage its Public Ways and Public Grounds under state law, to the extent not inconsistent with a specific term of this franchise agreement. Company may abandon underground Electric Facilities in place, provided at City's request, Company at its own expense, removes abandoned metal conduits or concrete encased conduit or other Facilities interfering with a City improvement project, but only to the extent such conduit is uncovered as part of the City's improvement project.

3.2 Street Openings. Company shall not open or disturb the surface of any Public Way or Public Ground for any purpose without first having obtained a permit from the City, if required by a separate ordinance for which the City may impose a reasonable fee, subject to the provisions of Section 9. Permit conditions imposed on Company shall not be more burdensome than those imposed on other utilities for similar facilities or work. Company may, however, open and disturb the surface of any Public Way or Public Ground without a permit if (i) an emergency exists requiring the immediate repair of Electric Facilities and (ii) Company gives telephone, e-mail or similar notice to the City before, if reasonably possible, commencement of the emergency repair. Within two business days after commencing the repair, Company shall apply for any required permits and pay any required fees.

3.3 Restoration. After undertaking any work requiring the opening of any Public Way, Company shall restore the Public Way in accordance with Minnesota Rules, Part 7819.1100 and applicable City ordinances to the extent consistent with law. Company shall restore the Public Ground to as good a condition as formerly existed, and shall maintain the surface in good condition for six months thereafter, but shall have no obligation to water any grass or other vegetation thereon. All work shall be completed as promptly as weather permits and if Company shall not promptly perform and complete the work, remove all dirt, rubbish, equipment and material, and put the Public Ground in the said condition the City shall have, after demand to Company to cure and the passage of a reasonable period of time following the demand, but not to exceed five days, the right to make the restoration of the Public Ground at the expense of Company. Company shall pay to the City the cost of such work done for or performed by the City. This remedy shall be in addition to any other remedy available to the City for noncompliance with this Section.

3.4 Performance Security. City hereby waives any requirement, in the normal course of Company operations, for Company to post a construction performance bond, certificate of insurance, letter of credit or any other form of security or assurance that may be required under a separate existing or future ordinance of the City, of a person or entity obtaining the City's permission to install, replace or maintain facilities in a Public Way or the Public Ground. Notwithstanding the foregoing, the City reserves the right to require a performance bond for new installation, replacement, or repairs, when the Company's completion of its work is required in order for the City to proceed with its work for constructing a public improvement to the Public Way.

3.5 Shared Use of Poles. Company shall make space available on its poles or towers for City fire, water utility, police or other City facilities whenever such use will not interfere with the use of such poles or towers by Company, by another electric utility, by a telephone utility, or by any cable

television company or other form of communication company. In addition, the City shall pay for any added cost incurred by Company because of such use by City.

3.6 Avoid Damage to Electric Facilities. Nothing in this Ordinance relieves any person, including Company, from liability arising out of the failure to exercise reasonable care to avoid damaging Electric Facilities or other persons or property while performing any activity.

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

3.8 Mapping Information. Company must promptly provide mapping information for any of its underground Electric Facilities in accordance with Minnesota Rules Parts 7819.4000 and 7819.4100.

SECTION 4. RELOCATIONS.

4.1 Relocation in Public Ways. Company shall comply with the requirements of any applicable ordinance of the City relating to relocation of Electric Facilities in Public Ways to the extent consistent with Minnesota Rules, Part 7819.3100 and applicable law.

4.2 Relocation in Public Grounds. The City may require Company at Company's expense to relocate or remove its Electric Facilities from Public Ground upon a finding by City that the Electric Facilities have become or will become a substantial impairment to the existing or proposed public use of the Public Ground. Such relocation shall comply with applicable city ordinances consistent with law.

4.3 Projects with Federal Funding. Relocation, removal, or rearrangement of any Electric Facilities made necessary because of the extension into or through City of a federally-aided highway project shall be governed by the provisions of Minnesota Statutes Section 161.46, as supplemented or amended. It is expressly understood that the right herein granted to Company is a valuable property right. City shall not order Company to remove or relocate its facilities without compensation when a Public Way is vacated, improved or re-aligned because of a renewal or a redevelopment plan which is financially subsidized in whole or in part by the Federal Government or any agency thereof, unless the reasonable Non-betterment Costs of such relocation are paid to Company. The City is obligated to pay Company, however, only for those portions of its relocation costs for which City has received federal funding specifically allocated for relocation costs in the amount requested by the Company.

4.4 No Waiver. By entering this or any prior franchise agreement with the City, Company does not waive its rights under an easement or prescriptive right or State or County permit.

SECTION 5. TREE TRIMMING.

Unless otherwise provided in any permit or other reasonable regulation required by the City under separate ordinance, Company may trim all trees and shrubs in the Public Ways and Public Grounds of City to the extent Company finds necessary to avoid interference with the proper construction, operation, repair and maintenance of any Electric Facilities installed hereunder, provided that Company shall save the City harmless from any liability arising therefrom.

SECTION 6. INDEMNIFICATION.

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

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

SECTION 7. VACATION OF PUBLIC WAYS.

The City shall give Company at least two weeks prior written notice of a proposed vacation of a Public Way. Except where required solely for a City improvement project, the vacation of any Public Way, after the installation of Electric Facilities, shall not operate to deprive Company of its rights to operate and maintain such Electric Facilities, until the reasonable cost of relocating the same first paid to Company. In no case, however, shall the City be liable to Company for failure to specifically preserve a right-of-way, under Minnesota Statutes, Section 160.29. In accordance with Minnesota Rules, Part 7819.3200, if the City's order directing vacation of the Public Way does not require relocation of the Company's Electric Facilities to prevent interference with a current public improvement, the vacation proceedings shall not be deemed to deprive Company of its right to continue to use the right-of-way of the former Public Way for its Electric Facilities installed prior to such order of vacation.

SECTION 8. CHANGE IN FORM OF GOVERNMENT.

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

SECTION 9. FRANCHISE FEE.

The City at the time of adopting this franchise agreement does not desire to require that Company collect a franchise fee from its customers in the City. At a future date during the term of this franchise

agreement, the City may determine that it desires Company to collect a franchise fee. If so, the City may give Company Notice to amend this franchise agreement to authorize collection of a franchise fee by separate ordinance in an amount and upon such terms and conditions as Company at that time is willing to incorporate in its electric franchise agreements with other cities of the second, third or fourth class in the seven-county metropolitan area. Upon receipt of such Notice Company shall negotiate in good faith with City to so amend this franchise agreement.

SECTION 10. PROVISIONS OF ORDINANCE.

10.1 Severability. Every section, provision, or part of this Ordinance is declared separate from every other section, provision, or part; and if any section, provision, or part shall be held invalid, it shall not affect any other section, provision, or part; provided, however, if any provision is held invalid, the parties agree to negotiate in good faith to substitute, to the extent reasonably possible, amended provisions that validly carry out the primary purpose of the invalid provisions. Where a provision of any other City ordinance conflicts with the provisions of this Ordinance, the provisions of this Ordinance shall prevail.

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

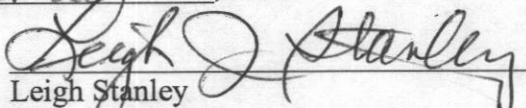
SECTION 11. AMENDMENT PROCEDURE.

Either party to this franchise agreement may at any time propose that the agreement be amended. This Ordinance may be amended at any time by the City passing a subsequent ordinance declaring the provisions of the amendment, which amendatory ordinance shall become effective upon the filing of Company's written consent thereto with the City Clerk after City council adoption of the amendatory ordinance.

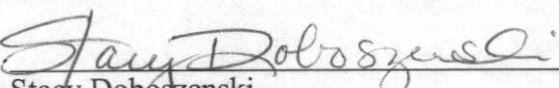
SECTION 12. PREVIOUS FRANCHISES SUPERSEDED.

This franchise supersedes and replaces previous franchises granted to the Company or its predecessors. Upon Company acceptance of this franchise under Section 2.2, the previous franchise shall terminate.

Passed and approved: November 23, 2004.


Leigh Stanley
Mayor of the City of Rogers, Minnesota

Attest:


Stacy Doboszenski
City Clerk, Rogers, Minnesota

Xcel Energy Electric Franchise Ordinance

ORDINANCE NO. 2024-11

CITY OF ROGERS, MINNESOTA

AN ORDINANCE GRANTING TO NORTHERN STATES POWER COMPANY, A MINNESOTA CORPORATION, D/B/A XCEL ENERGY, ITS SUCCESSORS AND ASSIGNS, PERMISSION TO CONSTRUCT, OPERATE, REPAIR AND MAINTAIN IN THE CITY OF ROGERS, MINNESOTA, AN ELECTRIC DISTRIBUTION SYSTEM AND TRANSMISSION LINES, INCLUDING NECESSARY POLES, LINES, FIXTURES AND APPURTENANCES, FOR THE FURNISHING OF ELECTRIC ENERGY TO THE CITY, ITS INHABITANTS, AND OTHERS, AND TO USE THE PUBLIC GROUNDS AND PUBLIC WAYS OF THE CITY FOR SUCH PURPOSES, AND PRESCRIBING CERTAIN TERMS AND CONDITIONS THEREOF.

THE CITY COUNCIL OF THE CITY OF ROGERS, HENNEPIN COUNTY, MINNESOTA, ORDAINS:

SECTION 1. DEFINITIONS.

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

- 1.1 **City.** The City of Rogers, County of Hennepin, State of Minnesota.
- 1.2 **City Utility System.** Facilities used for providing public utility service owned or operated by City or agency thereof, including sewer, storm sewer, water service, street lighting and traffic signals, but excluding facilities for providing heating, lighting or other forms of energy.
- 1.3 **Commission.** The Minnesota Public Utilities Commission, or any successor agency or agencies, including an agency of the federal government, which preempts all, or part of the authority to regulate electric retail rates now vested in the Minnesota Public Utilities Commission.
- 1.4 **Company.** Northern States Power Company, a Minnesota corporation, d/b/a Xcel Energy, its successors and assigns.
- 1.5 **Electric Facilities.** Electric transmission and distribution towers, poles, lines, guys, anchors, conduits, fixtures, and necessary appurtenances owned or operated by Company for the purpose of providing electric energy for public use.
- 1.6 **Notice.** A written notice served by one party on the other party. Notice to Company shall be mailed to the General Counsel, 401 Nicollet Mall, 8th Floor, Minneapolis, MN 55401. Notice to the City shall be mailed to the City of Rogers, City Administrator, 22350 South

Diamond Lake Road, Rogers, MN 55374. Either party may change its respective address for the purpose of this Ordinance by written notice to the other party.

1.7 **Ordinance.** This electric franchise, also referred to herein as the Franchise.

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

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

SECTION 2. ADOPTION OF FRANCHISE.

2.1 **Grant of Franchise.** City hereby grants Company, for a period of 20 years from the date this Ordinance is passed and approved by the City, the right to transmit and furnish electric energy for light, heat, power and other purposes for public and private use within and through the limits of the City as its boundaries now exist or as they may be extended in the future. For these purposes, Company may construct, operate, repair and maintain Electric Facilities in, on, over, under and across the Public Grounds and Public Ways of City, subject to the provisions of this Ordinance. Company may do all reasonable things necessary or customary to accomplish these purposes, subject, however, to such reasonable regulations as may be imposed by the City pursuant to state law.

2.2 **Effective Date; Written Acceptance.** This Franchise shall be in force and effect from and after passage of this Ordinance, its acceptance by Company, and its publication as required by law. This Franchise supersedes and replaces the parties' prior franchise, Ordinance No. 2004-14.

2.3 **Service and Rates.** Except as otherwise expressly provided herein, the terms and conditions of service to be provided and the rates to be charged by Company for electric service in City are subject to the jurisdiction of the Commission. The area within the City in which Company may provide electric service is subject to the provisions of Minnesota Statutes, Section 216B.40.

2.4 **Publication Expense.** The expense of publication of this Ordinance will be paid by City and reimbursed to City by Company.

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

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

SECTION 3. LOCATION, OTHER REGULATIONS.

3.1 Location of Facilities. Electric Facilities shall be located, constructed and maintained so as not to interfere with the safety and convenience of ordinary travel along and over Public Ways and so as not to disrupt normal operation of any City Utility System. Electric Facilities shall be located on Public Grounds in a location to be mutually agreed in writing by the City and the Company. Company's construction, reconstruction, operation, repair, maintenance and location of Electric Facilities shall be subject to permits if required by separate ordinance and to other reasonable regulations of the City to the extent not inconsistent with the terms of this franchise agreement. Company may abandon underground Electric Facilities in place, and shall remove the same in accordance with Minnesota Rules, part 7819.3300. Company shall maintain records of abandoned and retired Electric Facilities within the Public Ways and Public Grounds existing at the time of such abandonment or retirement, and will produce such records at the City's request in the form maintained by Company at no cost to Company. Company will comply with the location requirements of Minnesota Statutes § 216D.04 with respect to all such facilities located in Public Ways and Public Grounds.

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

3.3 Street Openings. Company shall not open or disturb any Public Ground or Public Way for any purpose without first having obtained a permit from the City, if required by a separate ordinance, for which the City may impose a reasonable fee subject to Section 9.1 of this Ordinance. Permit conditions imposed on Company shall not be more burdensome than those imposed on other utilities for similar facilities or work. Company may, however, open and disturb any Public Ground or Public Way without permission from the City where an emergency exists requiring the immediate repair of Electric Facilities. In such event Company shall notify the City by telephone, email or equivalent before commencement of the emergency repair, if reasonably possible, and in any case as soon as practicable. Not later than the second working day thereafter, Company shall obtain any required permits and pay any required fees.

3.4 Restoration. After undertaking any work requiring the opening of any Public Way, Company shall restore the same, including paving and its foundation, in accordance with Minnesota Rules, part 7819.1100 and applicable City ordinances consistent with law. Company shall restore Public Ground to as good a condition as formerly existed, and shall maintain any paved surface in good condition for six (6) months thereafter. The work shall be completed as promptly as weather permits, and if Company shall not promptly perform and complete the work, remove all dirt, rubbish, equipment and material, and put the Public Ground or Public Way in the said condition, the City shall have, after demand to Company to cure and the passage of a reasonable period of time following the demand, but not to exceed five (5) days, the right to make the restoration at the expense of Company. Company shall pay to the City the cost of such work done for or performed

by the City. This remedy shall be in addition to any other security or remedy available to the City, provided that the City agrees not to require that Company maintain a construction performance bond, certificate of insurance, letter of credit or other security in favor of the City except as a condition of right-of-way permits issued in relation to a Company project requiring, or anticipated to require, ten (10) or more permits. City's permission to install, replace or maintain facilities in a Public Way.

3.5 Avoid Damage to Electric Facilities. Nothing in this Ordinance relieves any person from liability arising out of the failure to exercise reasonable care to avoid damaging Electric Facilities.

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

3.7 Shared Use of Poles. Company shall make space available on its poles or towers for City fire, water utility, police or other City facilities upon terms and conditions acceptable to Company whenever such use will not interfere with the use of such poles or towers by Company, by another electric utility, by a telephone utility, or by any cable television company or other form of communication company. In addition, the City shall pay for any added cost incurred by Company because of such use by City.

3.8 Mapping Information. If requested by City, Company shall provide mapping information for any of its underground Electric Facilities in accordance with the requirements of Minnesota Rules 7819.4000 and 7819.4100.

SECTION 4. RELOCATIONS.

4.1 Relocation of Electric Facilities in Public Ways. Company and City shall comply with the provisions of Minnesota Rules 7819.3100 with respect to requests for the Company to relocate Electric Facilities located in Public Ways.

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

4.3 Projects with Federal Funding. City shall not order Company to remove or relocate its Electric Facilities when a Public Way is vacated, improved or realigned for a right of way project or any other project which is financially subsidized in whole or in part by the federal government or any agency thereof, unless the reasonable non betterment costs of such relocation

are first paid to Company. The City is obligated to pay Company only for those portions of its relocation costs for which the City has received federal funding specifically allocated for relocation costs in the amount requested by Company, which allocated funding City shall specifically request. Relocation, removal or rearrangement of any Company Electric Facilities made necessary because of a federally-aided highway project shall be governed by the provisions of Minnesota Statutes, Sections 161.45 and 161.46, as supplemented or amended.

4.4 No Waiver. This Franchise shall not be construed to waive or modify any rights obtained by Company for installations within a right-of-way acquired by easement or prescriptive right before the applicable Public Ground or Public Way was established, or Company's rights under state or county permit.

SECTION 5. TREE TRIMMING.

Company may trim all trees and shrubs in the Public Grounds and Public Ways of City to the extent Company finds necessary to avoid interference with the proper construction, operation, repair and maintenance of any Electric Facilities installed hereunder, provided that Company shall save the City harmless from any liability arising therefrom, and subject to permit or other reasonable regulation by the City.

SECTION 6. INDEMNIFICATION.

6.1 Indemnity of City. Company shall indemnify, keep and hold the City free and harmless from any and all liability on account of injury to persons or damage to property occasioned by the construction, maintenance, repair, inspection, the issuance of permits, or the operation of the Electric Facilities located in the Public Grounds and Public Ways. The City shall not be indemnified for losses or claims occasioned through its own negligence except for losses or claims arising out of or alleging the City's negligence as to the issuance of permits for, or inspection of, Company's plans or work, nor for losses or claims resulting from Company's performance in a proper manner of acts reasonably deemed hazardous by Company if at least three (3) days' prior Notice of Company's determination is provided to the City before Company's performance of such acts.

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

SECTION 7. VACATION OF PUBLIC WAYS.

The City shall give Company at least two weeks prior Notice of a proposed vacation of a Public Way. The City and the Company shall comply with Minnesota Rules 7819.3100 and 7819.3200 with respect to any request for vacation. Except where required for a City improvement project, the vacation of any Public Way, after the installation of Electric Facilities, shall not operate to deprive Company of its rights to operate and maintain such Electric Facilities. In no case, however, shall City be liable to Company for failure to specifically preserve a right of way under Minnesota Statutes, Section 160.29.

SECTION 8. CHANGE IN FORM OF GOVERNMENT.

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

SECTION 9. FRANCHISE FEE.

9.1. Fee Schedule. During the term of the Franchise, and in lieu of any use of right-of-way permit or other related fees being imposed on the Company, the City will continue to charge the Company a franchise fee pursuant to Ordinance No. 2015-15 ("Fee Ordinance") enacted in accordance with Minnesota Statutes, Sections 216B.36 and 301B.01, as may be amended or superseded from time to time. Such fee shall not exceed any amount that the Company may legally charge to its customers and shall be imposed consistent with any applicable Commission order or tariff establishing franchise fee filing requirements.

9.2. Separate Ordinance. Any amendment to the franchise fee or Fee Ordinance shall be imposed by separate ordinance duly adopted by the City Council. Any such franchise fee ordinance shall not be adopted until at least thirty (30) days after provision of Notice to the Company. The fee shall not become effective until the beginning of a Company billing month at least ninety (90) days after written notice enclosing such adopted ordinance has been served upon Company by certified mail.

9.3. Condition of Fee. The separate ordinance imposing the fee shall not be effective against the Company unless the City lawfully imposes a fee of equivalent amount on the sale of Electric Energy within the City by any other energy supplier, provided that, as to such supplier, the City has the authority or contractual right to require a franchise fee or similar fee through a franchise.

9.4. Collection of Fee. The franchise fee shall be payable as provided in the Fee Ordinance. The franchise fee formula may be changed by ordinance from time to time, however, the change shall meet the same Notice requirements and the fee may not be changed more often than annually. Such fee is subject to subsequent reductions to account for uncollectibles and customer refunds incurred by the Company. The Company shall not be responsible to pay City fees that Company is unable to collect under Commission rules or order. Company agrees to make available for inspection by City at reasonable times all records necessary to audit Company's determination of the franchise fee payments provided its designated representative agree in writing

not to disclose any information which would indicate the amount paid by any identifiable customer or customers or any other information regarding identified customers.

SECTION 10. PROVISIONS OF ORDINANCE.

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

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

SECTION 11. AMENDMENT PROCEDURE.

Either party to this franchise agreement may at any time propose that the agreement be amended. If an amendment is agreed upon, this Ordinance may be amended at any time by the City passing a subsequent ordinance declaring the provisions of the amendment, which amendatory ordinance shall become effective upon the filing of Company's written consent thereto with the City Clerk within 90 days after the date of final passage by the City of the amendatory ordinance.

SECTION 12. PREVIOUS FRANCHISES SUPERSEDED.

This franchise supersedes Ordinance No. 2004-14.

Passed and approved November 26, 2024.

Mayor

Attest:

City Clerk

Date Published: _____

ACCEPTED: This Franchise Ordinance, as amended, is accepted and the undersigned agrees to be bound by its terms and conditions.

Dated: _____, 2024.

NORTHERN STATES POWER COMPANY D/B/A XCEL ENERGY

By: _____

Its: _____

SUMMARY ORDINANCE 2024-11

CITY OF ROGERS, MINNESOTA

AN ORDINANCE GRANTING TO NORTHERN STATES POWER COMPANY, A MINNESOTA CORPORATION, D/B/A XCEL ENERGY, ITS SUCCESSORS AND ASSIGNS, PERMISSION TO CONSTRUCT, OPERATE, REPAIR AND MAINTAIN IN THE CITY OF ROGERS, MINNESOTA, AN ELECTRIC DISTRIBUTION SYSTEM AND TRANSMISSION LINES, INCLUDING NECESSARY POLES, LINES, FIXTURES AND APPURTENANCES, FOR THE FURNISHING OF ELECTRIC ENERGY TO THE CITY, ITS INHABITANTS, AND OTHERS, AND TO USE THE PUBLIC GROUNDS AND PUBLIC WAYS OF THE CITY FOR SUCH PURPOSES, AND PRESCRIBING CERTAIN TERMS AND CONDITIONS THEREOF

The City Council of the City of Rogers hereby ordains the adoption of Ordinance 2024-0X, Northern States Power Company, a Minnesota corporation, d/b/a Xcel Energy Franchise Ordinance Superseding and Repealing Ordinance 2004-14. The ordinance grants the franchise to Northern States Power Company, a Minnesota corporation, d/b/a Xcel Energy, establishes terms for location and relocation of electric facilities, tree trimming, indemnification of the city and maintains the right to charge a franchise fee. This ordinance shall have full force and effect upon its passage and publication.

The full text of the Ordinance may be reviewed at City Hall, located at 22350 South Diamond Lake Road, Rogers, MN 55374. The Summary Ordinance can also be viewed online at our website <http://cityofrogers.org>.

Dated: November 26, 2024

Rick Ihli, Mayor

ATTEST:

Stacie Brown, City Clerk

Publish in the Crow River News November 28, 2024



STAFF REPORT

Meeting Date: November 26, 2024

ROGERS CITY COUNCIL

Agenda Item: 7.1

Subject: Consideration of Ordinances 2024-06 and 2024-07 Related to Cannabis Businesses and Resolution 2024-117 Authorizing the Summary Publication of the Ordinances

Prepared By: Brett Angell, Community Development Director

Overview / Background / Analysis

During the 2023 legislative session, the state legislature passed the Minnesota Cannabis Law which legalized cannabis in Minnesota and established a regulatory framework for the state's new cannabis industry. Through this process, the state created a new Office of Cannabis Management (OCM) which will be the primary state agency for the licensing of cannabis-related businesses within the state. Through the Cannabis Law, it provides items which cities can and cannot restrict as it pertains to the operations of cannabis businesses within a city. The primary areas in which the city can adopt restrictions include a cap on the total number of retailers based upon population size, buffers from specific uses such as schools, and the ability to do a city registration to operate within the city (similar to a business license which tobacco and alcohol businesses obtain).

Following the adoption of the Cannabis Law, municipalities throughout the state waited to receive guidance from OCM on what a model ordinance would look like and additional clarity related to what restrictions could be put in place and overall information on how cities could manage these uses. Through the details received from OCM and the League of MN Cities, the draft ordinances for consideration tonight pertain to cannabis businesses within Rogers. These ordinances were drafted in coordination with Kennedy & Gaven, City Attorney, offices.

There are two ordinances for review as it pertains to cannabis operations within the city. The first is related to implementing cannabis uses into the zoning code table of uses and the second is a more in-depth ordinance related to the operations, locations, and registration requirements that will be found in City Code Chapter 22 related to Licenses, Permits, and Business Regulations. While the Planning Commission is only required to review the proposed changes to the Zoning Code, for context of the entire proposed cannabis regulations, both ordinances are included for review.

Ordinance 2024-06

Ordinance 2024-06 establishes the definitions for cannabis related businesses/types and amends the use table with said business. The proposed use table inclusion looks to match the types of cannabis uses to other uses seen within the city. For example, a cannabis retailer being permitted in the same zoning classifications as tobacco sales

would be permitted. The changes to the zoning section refer back to the proposed changes to Chapter 22 for location and licensing requirements.

Ordinance 2024-07

The proposed Ordinance 2024-07 sets the primary licensing and standards for cannabis business operations within the city. The proposed ordinance includes the following standards as allowed via State Statute:

- City registration requirement - all cannabis retailers shall be required to do an annual registration with the City of Rogers. Said registration will include compliance checks and the businesses will be subject to punishment defined in the City fee schedule for failed inspections.
- Cap on registrations - per State Statute, cities are allowed to implement a cap on the total number of local registrations to 1 per 12,500 residents. The proposed ordinance includes this cap. Based on the current population, the total number of retailers would be capped at two.
- Buffers - the proposed ordinance includes a buffer of 1,000 feet from a school, 500 feet from an attraction with a park feature, 500 feet from a daycare, and 500 feet from another cannabis business.
- Hours limitation - cannabis retailers shall only be allowed to be open to the public between the hours of 10:00 AM and 9:00 PM.

Following the review and a recommendation by the Planning Commission, these ordinances are anticipated to be brought before the City Council at the November 26th meeting date. The ordinances will go into effect once published. Based upon the feedback received from OCM, licenses will not begin to be issued until early 2025.

Planning Commission Review

A public hearing related to this item was held at the Wednesday, November 6th meeting of the Planning Commission. No members of the public spoke at the hearing. The Commission had a few questions pertaining to what restrictions the city could legally implement based upon the Minnesota Cannabis Law. The proposed ordinances were both unanimously recommended for approval.

Staff Recommendation

Motion to approve Ordinance 2024-06 amending the unified development code related to cannabis and hemp businesses in the City of Rogers.

Motion to approve Ordinance 2024-07 establishing licensing procedures and regulations related to cannabis business.

Motion to approve Resolution 2024-117 authorizing the summary publication of Ordinance No. 2024-06 and Ordinance No. 2024-07.

Financial Impact: Not Applicable.

Source Fund: Not Applicable.

Budgeted? N/A

Supporting Documentation

- A. Ordinance 2024-06 Cannabis Zoning
- B. Ordinance 2024-07 Cannabis Licensing and Regulations
- C. Resolution 2027-117 Cannabis Ordinances Summary Publication

CITY OF ROGERS
ORDINANCE NO. 2024-06

**AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE
RELATED TO CANNABIS AND HEMP BUSINESSES IN THE CITY OF
ROGERS**

THE CITY COUNCIL OF THE CITY OF ROGERS, MINNESOTA, HEREBY ORDAINS:

SECTION 1. Section 125-102 of the City Code is hereby amended by adding the following definitions in their appropriate place in alphabetical order:

Cannabis cultivation business means a business with a cannabis cultivator license, medical cannabis cultivator license, or cultivation endorsement from the State of Minnesota Office of Cannabis Management.

Cannabis delivery business means a business with a cannabis delivery service license or delivery service endorsement from the State of Minnesota Office of Cannabis Management.

Cannabis event organizer means a business with a cannabis event organizer license or event organization endorsement from the State of Minnesota Office of Cannabis Management.

Cannabis manufacturing business means a business with a cannabis manufacturer license, or manufacturing endorsement from the State of Minnesota Office of Cannabis Management.

Cannabis retailer means a business with a cannabis retailer license, medical cannabis retailer license, lower-potency hemp edible retailer license, or retail endorsement from the State of Minnesota Office of Cannabis Management.

Cannabis testing business means a business with a cannabis testing facility license or testing endorsement from the State of Minnesota Office of Cannabis Management.

Cannabis transportation business means a business with a cannabis transporter license or transportation endorsement from the State of Minnesota Office of Cannabis Management.

Cannabis wholesaling business means a business with a cannabis wholesaler license or wholesaling endorsement from the State of Minnesota Office of Cannabis Management.

Lower-potency hemp edible retailer means a business with a lower-potency hemp edible retailer license from the Office of Cannabis Management.

Lower-potency hemp edible manufacturer means a business with a lower-potency hemp edible manufacturer license from the Office of Cannabis Management.

SECTION 2. Section 125-50 of the City Code is hereby amended by adding the double underlined language to Table 4 as follows:

	AG	R1	R2	R3	R4	R5	OP	LC	RC	DT	ND	GI	SB
<u>Cannabis cultivation business (Outdoor/indoor)</u>	<u>P</u>												
<u>Cannbis cultivation business (indoor only)</u>	<u>P</u>	<u>P</u>											
<u>Cannabis delivery business</u>								<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>		
<u>Cannabis event organizer</u>								<u>P</u>	<u>P</u>	<u>P</u>			
<u>Cannabis manufacturing business</u>									<u>C</u>			<u>P</u>	<u>P</u>
<u>Cannabis retailer</u>								<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>		
<u>Cannabis testing business</u>												<u>P</u>	<u>P</u>
<u>Cannabis transportaion business</u>												<u>P</u>	<u>P</u>
<u>Cannabis wholesaling business</u>												<u>P</u>	<u>P</u>
<u>Lower-potency hemp edible retailer</u>								<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>		
<u>Lower-potency hemp edible manufacturer</u>								<u>C</u>	<u>C</u>	<u>C</u>		<u>P</u>	<u>P</u>

SECTION 3. Article 125-V of the City Code is hereby amended by adding a new section 125-94 as follows:

Sec. 125-67. Cannabis and Hemp Businesses

- (a) General Provisions. Cannabis businesses and hemp businesses as defined in this chapter shall be subject to the following general provisions:
- Cannabis businesses must comply with the minimum distance requirements established in Rogers City Code Article 22-XIV.
 - Cannabis businesses and hemp businesses are not permitted as home occupations.

SECTION 4. This Ordinance shall take effect and be in force immediately after its passage and publication in accordance with applicable law.

Dated the 26th day of November, 2024.

Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2024-07

**CITY OF ROGERS
STATE OF MINNESOTA**

**AN ORDINANCE ESTABLISHING LICENSING PROCEDURES AND REGULATIONS
RELATED TO CANNABIS BUSINESSES**

The City of Rogers hereby ordains:

SECTION 1. Chapter 22 of the City Code is hereby amended by adding a new Article 22-XIV as follows: :

Sec. 22-01 Findings and Purpose

The City of Rogers makes the following legislative findings: The purpose of this ordinance is to protect the public health, safety, welfare in the City by implementing regulations pursuant to Minnesota Statutes, chapter 342 related to cannabis and hemp businesses within the City. The City finds and concludes that these regulations are appropriate and lawful, that the proposed amendments will promote the community's interest in reasonable stability in the development and redevelopment of the City for now and in the future, and that the regulations are in the public interest and for the public good.

Sec. 22-02 Definitions

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Applicant means an entity with a license issued by the OCM that is applying for an initial registration or for registration renewal.

The Act means Minnesota Statutes, Chapter 342, as is may be amended from time to time.

Cannabis Business has the same meaning as defined in Minnesota Statutes, section 342.01.

Cannabis Retailer means a business with a cannabis retailer license or cannabis retail endorsement from OCM.

Retailer means every business that is licensed under the Act and required to register with the City under Minnesota Statutes, section 342.22. Including cannabis businesses and lower-potency hemp edible retailers.

OCM means the Minnesota Office of Cannabis Management.

Potential Licensee means an applicant that has not received a license from the OCM.

School means a public school, as defined in section 120A.05, subdivisions 9, 11, 13, and 17, or a nonpublic school, or church or religious organization in which a child is provided instruction in compliance with this section and section 120A.24, but does not include a home school.

Day Care means a location licensed with the Minnesota Department of Human Services to provide the care of a child in a residence outside the child's own home for gain or otherwise, on a regular basis, for any part of a 24-hour day

Park Feature means an attraction within a public park that is regularly used by minors, including a playground or athletic field. These include playground structures, athletic fields, ice sheets, and concessions facilities and are designated on a city map available on the city website.

Sec. 22-03 Pre-License Certification of Cannabis Businesses

- (a) The Community Development Director is authorized to certify whether a proposed Cannabis Business complies with the city's zoning ordinances, this Chapter, and if applicable, with state fire code and building code pursuant to Minnesota Statutes, section 342.13.
- (b) Potential licensees are responsible for obtaining all necessary zoning approvals prior to the City receiving the request for certification from the OCM. If a potential licensee fails to obtain necessary zoning approvals prior to the City receiving a request for certification, the City will inform the OCM that the potential licensee does not meet zoning and land use laws. If, at the time the City receives a request for zoning certification, there are no further intended alterations to the building where the business is to be conducted, the City will also certify compliance with building and fire code regulations, provided that the potential licensee has obtained inspections prior the City's receipt of a request for certification from the OCM. Building and fire code inspections will be valid for 1 year from completion.
- (c) For retailers, receiving a pre-license certification does not ensure the retailer will receive a registration under § 122.14.

Sec. 22-04 Retailer Registration

- (a) *Retail Registration Required.* Before making retail sales to customers or patients, a Retailer must register with the City. Making retail sales to customers or patients without an active registration is prohibited.
- (b) *Civil Penalties.* Subject to Minn. Stat. 342.22, subd. 5(e) the city may impose a civil penalty, as specified in the city's fee schedule, for making a sale to a customer or patient without a valid registration from the city and a valid license from the OCM.
- (c) *Acceptance of Complete Application.* Applications will be considered complete when all materials in Sec. 22.04 (f) are received by the city and include all required information and the fee described in Sec. 22.04 (f)(5) is received. If the City determines that the application is incomplete, it shall notify the applicant of the deficiencies in writing.

(d) *Processing Registrations.*

- (1) Applications will be processed on a first-come, first-served basis based on the city receiving a complete application and payment of all fees.
- (2) The date a certification under Sec. 22.03 is issued will have no impact on the applicant's registration processing.
- (3) Once an application is considered complete, the city shall inform the applicant as such, process the application fees, and forward the application to the City Council for approval or denial.

(e) *Retail Registration Limits*

- (1) The City will issue one registration per 12,500 residents in the city, except that the city will not issue any registrations if there is one registration per 12,500 residents in Hennepin County.
- (2) The number of registrations available will be calculated by dividing the state demographer's estimate of the city's population by 12,500 and rounding up to the nearest whole number.
- (3) The city will update the number of registrations available based on the most recent data available from the state's demographer on January 1 and June 1 each year.
- (4) The number of registrations in the County will be based on the number of registrations in the county on the day the application is received.
- (5) If the number of registrations available within the city decreases based on the county reaching the one per 12,500 threshold or the city's population decreases below a previous threshold, businesses with current registrations will be allowed to maintain and renew their registrations but no new registration will be issued.
- (6) Registrations issued to businesses with a license preapproval will count toward the City's registration limit.
- (7) Businesses operating under a tribal compact entered into under Minnesota Statutes, section 3.9224 or 3.9228 and tribally issued licenses and registrations are counted towards the city's registration limit and the county registration limit.

(f) *Application.* The applicant must submit a registration application or renewal form provided by the city. The form may be amended from time to time by the City Administrator or designee, but must include or be accompanied by:

- (1) Name of the property owner
- (2) Name of the applicant
- (3) Address and parcel ID for the property for which the registration is sought
- (4) Certification that the applicant complies with the requirements of this article
- (5) *Fee Required.* At the time of initial application, and prior to the city's consideration of any renewal application, each retailer must pay, as established in the city's fee schedule, the following fees:
 - a. At the time of initial registration:
 - i. An initial registration fee. The initial registration fee will pay for the costs of registration and the cost of the first year of operation.
 - ii. The renewal fee for the second year of operation.

- b. At the time of the first annual renewal (prior to the second year of operation), no fee will be due.
 - c. At the time of the second annual renewal, and each year thereafter, the renewal fee must be paid prior to the city issuing any renewal registration.
 - d. Initial registration fees and renewal registration fees are nonrefundable.
- (6) Proof of taxes, assessments, utility charges or other financial claims of the city of the state are current.
- (7) A copy of a valid state license or written notice of OCM license preapproval
- (g) *Preliminary Compliance Check.* The City shall conduct a preliminary compliance check to ensure compliance with this Chapter and any other regulations established pursuant to Minnesota Statutes, section 342.13.
- (h) *Reasons for Denial.* The City shall not issue a registration or renewal if any of the following conditions are true:
 - (1) The applicant has not submitted a complete application.
 - (2) The applicant does not comply with the requirements of this article.
 - (3) The applicant does not comply with applicable zoning and land use regulations.
 - (4) The applicant is found to not comply with the requirements of the Act or this article at the preliminary compliance check.
 - (5) The maximum number of registrations, pursuant to Sec. 22.04(e), have been issued by the city or within the county.
 - (6) The applicant does not have a valid license from the OCM.
- (i) *Issuing the Registration or Renewal.* The city shall issue the registration or renewal if the retailer meets the requirements of this article, including that none of the reasons for denial in Sec. 22-04 (h) are true.
- (j) *Nontransferable.* A registration is not transferable.
- (k) *Location Change.* A registered business that wishes to move locations within the city must submit the new proposed location to the city as part of a new application for registration / on a form provided by the City, including a certification that the location meets all zoning requirements. Such change will be approved provided that it complies with the requirements of this article and all zoning regulations, and there are no other grounds for denial as described in Sec. 22.04 (h).

22-05 Registration Enforcement

- (a) *Generally.* The city council may impose a fine or suspend a registration under this article on a finding that the registered business has failed to comply with the requirements of this article or any applicable statute, including the Act, or regulation.
- (b) *Notice and Right to Hearing.* Prior to imposing a fine or suspending any registration under this article, the city shall provide the registered business with written notice of

the alleged violations and inform the registered business of his or her right to a hearing on the alleged violation.

- (1) Notice shall be delivered in person or by regular mail to the address of the registered business and shall inform the registered business of its right to a hearing. The notice will indicate that a response must be submitted within ten (10) business days of receipt of the notice, or the right to a hearing will be waived.
 - (2) The registered business will be given an opportunity for a hearing before the city's City Council before final action to fine or suspend a registration. Provided, the registered business has submitted a written application for appeal within 10 business days after the notice was served. The City Council shall give due regard to the frequency and seriousness of the violations, the ease with which such violations could have been cured or avoided and good faith efforts to comply and shall issue a decision to fine or suspend the registration only upon written findings. Within 10 business days of the City Council order, the decision may be appealed.
 - (3) If no request for a hearing is received within ten (10) days following the service of the notice, the matter shall be submitted to the city council for imposition of the fine, suspension, revocation, or non-renewal.
- (c) *Emergency.* If, in the discretion of the city, a registered business poses an imminent threat to the health or safety of the public, the city may immediately suspend the registration and provide notice of the right to hold a subsequent hearing as prescribed in part (b) of this section.
- (d) *Reinstatement.* The city may reinstate a registration if it determines that the violations have been resolved. The city shall reinstate a registration if the OCM determines the violations have been resolved.

Sec. 22-06 Compliance Checks

The city shall complete at minimum one compliance check per calendar year of every registered business to assess if the business meets age verification requirements, as required under Minn. Stat. 342.22 Subd. 4(b) and Minn. Stat. 342.24 and any applicable cannabis or hemp regulations adopted by the city.

The city shall conduct a minimum of at least one unannounced age verification compliance check per calendar year. Age verification compliance checks shall involve persons at least 17 years of age but under the age of 21 who, with the prior written consent of a parent or guardian if the person is under the age of 18, attempt to purchase adult-use cannabis flower, adult-use cannabis products, lower-potency hemp edibles, or hemp-derived consumer products under the direct supervision of a law enforcement officer or an employee of the city.

Any failures under this section are a basis for enforcement action and must be reported to the OCM.

Sec. 22-06 Hours of Operation.

Cannabis retailers are limited to retail sale of cannabis, cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products between the hours of 10:00am and 9:00pm.

22-07 Minimum Distance Requirements

- (a) The city prohibits the establishment and operation of a cannabis business within the following buffer zones:
 - 1,000 from a school
 - 500 feet from a day care
 - 500 feet from an attraction with a park feature
 - 500 feet from another cannabis business
- (b) The buffers in this section will be measured from the potential licensee's proposed business location based on the location of schools, day cares, and park features on the date the city receives the request from the OCM for certification pursuant to Sec. 22-04. Buffer distances will be measured from property lines.
- (c) Nothing in this section shall prohibit a registered cannabis business from continuing to operate at the same location if a school, day care, residential treatment facility, or park feature establishes within the buffer.
- (d) This section does not pertain to lower-potency hemp edible products.

22-08 Temporary Cannabis Events

- (a) *License/Permit Required.* A Special Event License is required to be issued and approved by the city prior to holding a temporary cannabis event held by a licensed cannabis event organizer, as defined and provided for in Minnesota Statutes, Chapter 342.
- (b) *Registration & Application Procedure.* A registration fee, as established in the city's fee schedule, shall be charged to applicants for temporary cannabis event permits/licenses.
- (c) *Application Submittal & Review.* An applicant must submit an application for city approval of a temporary cannabis event permit on a form provided by the city clerk. The application may be amended from time to time but shall include or be accompanied by:
 - (1) Full name of the property owner and applicant;
 - (2) Address, email address, and telephone number of the applicant;
 - (3) The application fee as established in the city's fee schedule;
 - (4) A copy of the OCM cannabis event license application, submitted pursuant to 342.39 subd. 2. The application shall be submitted to the city clerk, or other designee for review.

- (d) The application shall be submitted to the city clerk, or other designee for review. The application will be considered complete when the application form is submitted with all of the required information included and application fee paid. If the submitted application is incomplete, the city clerk shall return the application to the applicant with the notice of deficiencies.
- (e) The application fee shall be non-refundable once processed.
- (f) A request for a temporary cannabis event that does not meet the requirements of this Section shall be denied. The city clerk shall notify the applicant of the standards not met and basis for denial.
- (g) Temporary cannabis events shall only be held between the hours of 10:00 A.M. and 9:00 P.M.
- (h) Pursuant to Minnesota Statutes, section 342.40, subd. 8, the city prohibits on-site consumption cannabis and hemp products, as provided in Minn. Stat. 342.40, subd. 8.

22-09 Penalties Administration and Enforcement

Any violation of the provisions of this article or failure to comply with any of its requirements constitutes a misdemeanor and is punishable as defined by law. Each day each violation continues or exists, constitutes a separate offense. Violations of this ordinance can occur regardless of whether or not a permit is required for a regulated activity listed in this ordinance. Violations of this article may also be addressed under City Code, section 2-265 – Administrative Penalties.

Violation of this article shall be grounds for enforcement against any business license issued by the City of Rogers.

22-10 Severability

If any section, clause, provision, or portion of this article is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this article shall not be affected thereby

SECTION 4. EFFECTIVE DATE. This ordinance shall take effect following its passage and publication in accordance with state law.

Dated the 26th day of November, 2024.

Mayor

ATTEST:

City Clerk

RESOLUTION 2024-117

A RESOLUTION AUTHORIZING SUMMARY PUBLICATION OF ORDINANCE NO. 2024-06 AND ORDINANCE NO. 2027-07

WHEREAS, the City Council of the City of Rogers adopted Ordinance No. 2024-06 titled “AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE RELATED TO CANNABIS AND HEMP BUSINESSES IN THE CITY OF ROGERS”, and

WHEREAS, the City Council of the City of Rogers adopted Ordinance No. 2027-07 titled “AN ORDINANCE ESTABLISHING LICENSING PROCEDURES AND REGULATIONS RELATED TO CANNABIS BUSINESSES”, and

WHEREAS, in the case of lengthy ordinances or those containing charts or maps, Minnesota state law allows the City Council to approve, by a four-fifths vote, the publication of an Ordinance by title and summary only; and

WHEREAS, the expense to publish the complete text of Ordinance No. 2024-06 and 2024-07 is not justified; and

WHEREAS, the following summary clearly informs the public of the intent and effect of the ordinance.

NOW THEREFORE, IT IS HEREBY RESOLVED, by the City Council of the City of Rogers, Hennepin County, Minnesota, that the following summary is hereby approved for official publication:

Summary of Ordinance 2024-06

AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE RELATED TO CANNABIS AND HEMP BUSINESSES IN THE CITY OF ROGERS

On the 26th day of November, 2024, the Rogers City Council passed Ordinance No. 2024-06, An Ordinance of the City of Rogers, Minnesota amending the unified development code related to cannabis and hemp businesses in the City of Rogers. The ordinance establishes definitions of various cannabis use types and amends Code section 125-50 adding cannabis uses to the table of uses. The full text of the Ordinance may be reviewed at City Hall, located at 22350 South Diamond Lake Road, Rogers, MN 55374. The ordinance can also be viewed online at our website <http://rogersmn.gov>.

Summary of Ordinance 2024-07

AN ORDINANCE ESTABLISHING LICENSING PROCEDURES AND REGULATIONS RELATED TO CANNABIS BUSINESSES

On the 26th day of November, 2024, the Rogers City Council passed Ordinance No. 2024-07, An Ordinance of the City of Rogers, Minnesota establishing licensing procedures and regulations

related to cannabis businesses. The ordinance establishes definitions, creates a registration process for cannabis businesses, and defines certain regulations related to location, number of retailers, and operations. The full text of the Ordinance may be reviewed at City Hall, located at 22350 South Diamond Lake Road, Rogers, MN 55374. The ordinance can also be viewed online at our website <http://rogersmn.gov>.

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 26th day of November, 2024.

ATTEST:

Rick Ihli, Mayor

Stacie Brown, City Clerk



STAFF REPORT

Meeting Date: November 26, 2024

ROGERS CITY COUNCIL

Agenda Item: 7.2

Subject: Consideration of the 1st Amendment to the Purchase Agreement with Jacob Ventures, LLC (dba Ray Js American Grill)

Prepared By: Brett Angell, Community Development Director

Overview / Background / Analysis

On July 9th, 2024, the City of Rogers entered into a Purchase Agreement with Jacob Ventures, LLC for the sale of approximately 2.7-acres of city-owned property at Northdale Blvd and County Rd 144 for the construction of a new sit-down bar and restaurant, Ray Js American Grill. Following entering into this agreement, the buyer began the due diligence phase which included testing and going through the land use approval process. Land use approvals for their site plan were granted at the November 12th City Council meeting.

Recently, the Buyer has requested a slight reduction to the sale price due to soil corrections that are needed. The site is currently primarily sandy soil. However, there is a layer of fill that covers the top of some of the development area. This fill was not identified in the soil report from the time the city acquired the property as the Buyer completed additional testing locations across the site. In order for the development to occur, they will need to excavate and move the fill beneath the sand. In total, the estimate received for this work is \$40,000, which is above and beyond the standard grading costs which the development had expected. The Buyer did provide city staff with the geotechnical report and an estimate to prove out the added expense.

The proposed 1st Amendment to the Purchase Agreement reduces the sale price of the property from \$500,000 to \$470,000, for a total reduction of \$30,000. The Buyer will cover the remaining \$10,000 gap. No other components of the previously approved Purchase Agreement will be changed. Upon approval of the proposed amendment, the Buyer anticipates closing on the property in Q1 2025.

Staff Recommendation

Motion to approve the first amendment to the purchase agreement with Jacob Ventures, LLC (dba Ray Js American Grill).

Financial Impact: Not Applicable.

Source Fund: Not Applicable.

Budgeted? N/A

Supporting Documentation

A. First Amendment to Purchase Agreement

FIRST AMENDMENT TO PURCHASE AGREEMENT

THIS FIRST AMENDMENT is made and entered into this 26th day of November, 2024 (“Effective Date”), by and between the City of Rogers, a Minnesota municipal corporation (the “Seller”) and Jacob Ventures, LLC., a Minnesota limited liability company (the “Buyer”).

RECITALS

- 1) The Seller is the fee owner of approximately 2.72 acres of real property legally described at Lot 3, Block 1, Uptown Rogers 3rd Addition, Hennepin County, Minnesota (the “Property”).
- 2) The Seller has agreed to sell and the Buyer has agreed to purchase the Property, following the Buyer’s environmental investigation and testing of the Property, and subject to the additional terms and conditions of the purchase agreement duly executed between the parties on July 9, 2024 (the “Purchase Agreement”).
- 3) The parties agree to amend the Purchase Price based upon the need for soil corrections work as identified through the geotechnical evaluation by American Engineering Testing.

NOW, THEREFORE, the parties hereto agree as follows:

- 1) The Purchase Price (Section 3.1 of the Purchase Agreement) shall be Four Hundred and Seventy Thousand and No/100 Dollars (\$470,000).
- 2) All other terms of the purchase agreement and any amendments remain binding.

[Signatures on following page.]

BUYER:

Jacob Ventures, LLC

By: _____
Mark Jacob, President

SELLER:

City of Rogers

By: _____
Rick Ilhi, Mayor

By: _____
Stacie Brown, City Clerk



STAFF REPORT

Meeting Date: November 26, 2024

ROGERS CITY COUNCIL

Agenda Item: 7.3

Subject: Review and Provide Comments for Residential Development Concept Plan by Benzinger Homes at 23415 Wood Lane - Wood Lane Villas

Prepared By: Alec Henderson, City Planner

Overview / Background / Analysis

Benzinger Homes has submitted a Concept Plan application, requesting City review and comment for proposed residential subdivision on the south side of Wood Lane, west of Lennar's Skye Meadows subdivision at 23415 Wood Lane with PID 27-120-23-24-0003. The proposed development would have road access directly to Wood Lane and through stub streets in Skye Meadows. The development site will be approximately 4.82 acres.

Skye Meadows 4th Addition directly abuts the property to the east. The concept plan show 17 single-family lots with villa style homes (detached townhomes). The lot sizes and proposed setbacks are similar to the Skye Meadows development, roughly 7,400 square foot lots with 7.5 ft side setbacks. The developer will be required to go through a Planned Unit Development process with the Preliminary Plat. The roughing would be roughly 3.4 units/acre.

Primary Issues to Consider

1. Land Use and Zoning
2. Overview of Development Concepts
3. Planned Unit Developments

Analysis of Primary Issues

1. Land Use and Zoning

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

The proposed unit count of 17 units would create a development density of approximately 3.4 u/ac. The proposed density would be in line with the guided and zoned use.

Single-family homes are the only permitted residential dwelling types by **R2** zoning. Due to the proposed lot sizes and setbacks being under the required 10,000 square foot and 10 ft side setbacks, a PUD would need to be approved.

The Concept submitted by Benzinger Homes currently satisfy the 2040 Plan Land Use, however a PUD is required to approve the requested lots.

2. Overview of Development Concepts

17 single-family lots are proposed for the development. The lots meeting the minimum lot width of 65 ft wide and the bulk of the setbacks. The plan does show deviations to lot size showing roughly 7,400 square feet minimum lot sizes (below the R2 10,000 square feet minimum) and interior side setbacks of 7.5 feet (below the 10 feet minimum). A Planned Unit Development will need to be approved in order for the proposed lot standards to be approved.

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

The concept shows the development getting access from Wood Lane and through stubs constructed in Skye Meadows. Utilities are available nearby for construction of the improvements. Stormwater management is still unknown. The site would have to provide some onsite stormwater management and will be seeking to use the vacant outlot in Skye Meadows to the South East for ponding. The outlot in Skye Meadows was initially shown as a stormwater pond for Skye Meadows, however, stormwater was shifted upon future construction plans in Skye Meadows. The City currently owns the Outlot.

3. Planned Unit Developments

Planned Unit Developments basically approve a new zoning district specific to a development as regulated by section 125-29. The developer would be required to demonstrate why departure from the zoning code is in the public interest, or demonstrate public benefits.

Staff Recommendation

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

The Commission commented that the lot sizes fit the nearby character of the Skye Meadows development and continued what was ghost platted by the Skye Meadows development when they were planning out road connections in 2020.

Financial Impact:

Source Fund:

Budgeted? N/A

Supporting Documentation

- A. Location Map
- B. Wood Lane Villas Narrative
- C. Wood Lane Villas Concept A
- D. Wood Lane Villas Concept A_CD_Comments_241030
- E. Wood Lane Villas Concept A_PW Comments_241029
- F. Villa Models



Hennepin County Property Map

Date: 10/30/2024



PARCEL ID: 2712023240003

OWNER NAME: R L Remer/R K Remer Et Al

PARCEL ADDRESS: 23415 Wood La,Rogers MN 55374

PARCEL AREA: 4.82 acres, 209,947 sq ft

A-T-B: Abstract

SALE PRICE: \$118,500

SALE DATE: 08/1989

SALE CODE: Warranty Deed

ASSESSED 2023, PAYABLE 2024

PROPERTY TYPE: Residential

HOMESTEAD: Homestead

MARKET VALUE: \$279,800

TAX TOTAL: \$3,406.30

ASSESSED 2024, PAYABLE 2025

PROPERTY TYPE: Residential

HOMESTEAD: Homestead

MARKET VALUE: \$305,400

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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COUNTY 2024

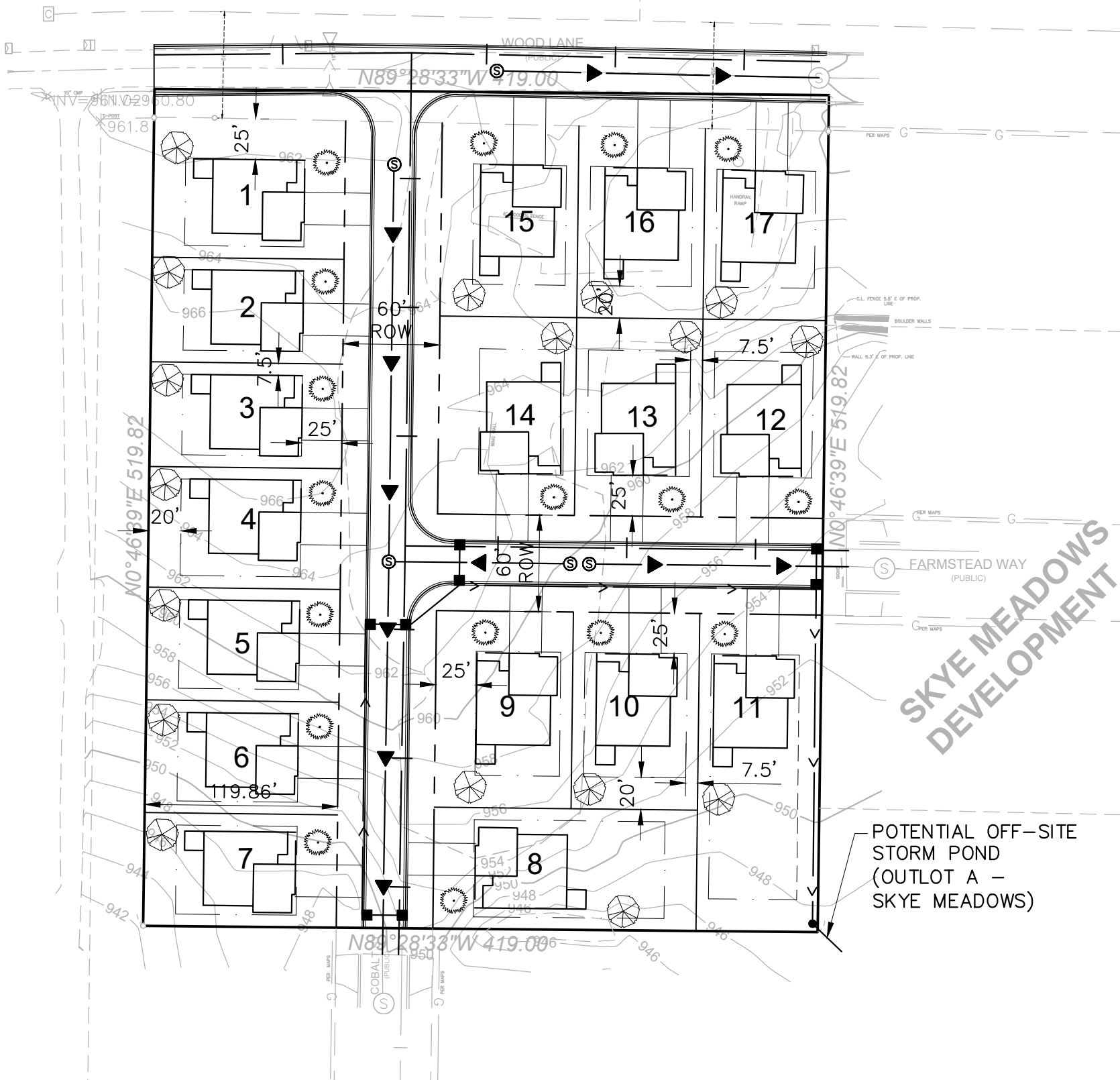
Wood Lane Villas

17 - Single Family lots, no common area.

Association maintained lawn and snow; irrigation is out of each individual home.

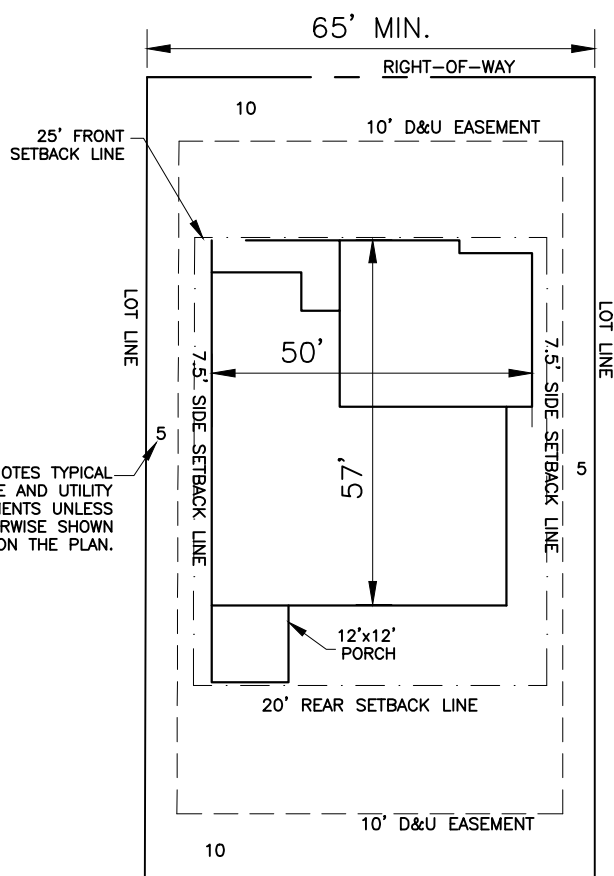
Single level living, three car garages.

Exclusive builder "Benzinger Homes"



SKYE MEADOWS
DEVELOPMENT

POTENTIAL OFF-SITE
STORM POND
(OUTLOT A –
SKYE MEADOWS)



SITE DATA:

GROSS AREA: 209,516 SF (4.81 AC)
17 LOTS (65'X115')
DENSITY: 3.53 UNITS/ACRE
CURRENT ZONING: R2

SETBACKS:

FRONT: 25'
REAR: 20'
SIDE: 7.5'
25'(SIDE)

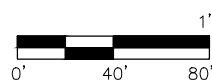
LEGEND:

- EASEMENT LINE
- BUILDING SETBACK PROPERTY
- LINE
- LOT LINE
- ROW
- PROPOSED WATERMAIN
- PROPOSED STORM SEWER
- PROPOSED SANITARY SEWER

WOOD LANE VILLAS

ROGERS, MN

CONCEPT A



DATE: 10/9/2024
DRAWN BY: JP
SCALE: 1"=80'



- Sidewalk connections to existing.

- Submit narrative with detailing PUD request - deviations proposed, public benefit provided. See section 129-29
- PUD application
- Checklist on application forms.



- POTENTIAL OFF-SITE
STORM POND
(OUTLOT A -
SKYE MEADOWS)

R2 Deviations proposed
PUD necessary. 10,000
sq ft typical -> 7,475 min
requested

CURRENT ZONING: R2

3.4 net density approx

25'(SIDE)

R2 Deviations proposed
PUD necessary.
Typical 10 ft interior side
setback -> 7.5 ft
requested



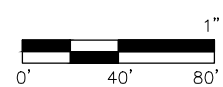
	EASEMENT LINE
	BUILDING SETBACK PROPERTY
	LINE
	LOT LINE
	ROW
	PROPOSED WATERMAIN
	PROPOSED STORM SEWER
	PROPOSED SANITARY SEWER

CITY OF ROGERS COMMUNITY DEVELOPMENT REVIEW  <u>10/30/2024</u> Alec Henderson, AICP City Planner		☐ APPROVED ☐ APPROVED AS NOTED ☒ REVISE AND RESUBMIT ☐ REJECTED
--	--	--

WOOD LANE VILLAS

ROGERS, MN

CONCEPT A



DATE: 10/9/2024
DRAWN BY: JP
SCALE: 1"=80'



- Show:
- existing property dimensions
 - existing and proposed sidewalks
 - proposed easements and rights of way dedications
 - proposed signage

- Provide Legal Description
- Provide Boundary Survey
- Provide Written Statement
- A wetland delineation will be needed

How is stormwater on Wood Lane handled?

Provide rear yard swale and direct to the proposed pond

Show location of sidewalks on public streets

May need to provide additional easement due to storm depth.

Provide 10' access route around all ponds. Ensure slope is less than 10:1

POTENTIAL OFF-SITE STORM POND (OUTLOT A – SKYE MEADOWS)

Show proposed pond location/size, EOF and access route.

Coordinate with Planning:
PUD submittal?
65*115=7,475 SF
120' min depth

SITE DATA:
GROSS AREA: 209,516 SF (4.81 AC)
17 LOTS (65'X115')
DENSITY: 3.53 UNITS/ACRE
CURRENT ZONING: R2

SETBACKS:
FRONT: 25'
REAR: 20'
SIDE: 7.5'
25'(SIDE)

Coordinate with Planning:
PUD 25' rear setback

LEGEND:

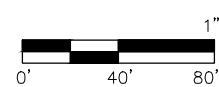
- EASEMENT LINE
- BUILDING SETBACK PROPERTY LINE
- LOT LINE
- ROW
- PROPOSED WATERMAIN
- PROPOSED STORM SEWER
- PROPOSED SANITARY SEWER

CITY OF ROGERS PUBLIC WORKS REVIEW	
Michael J. Albers, PE Assistant City Engineer Lic. No. 47074	10/29/2024
☐ APPROVED	☐ APPROVED AS NOTED
☒ REVISE AND RESUBMIT	☐ REJECTED

WOOD LANE VILLAS

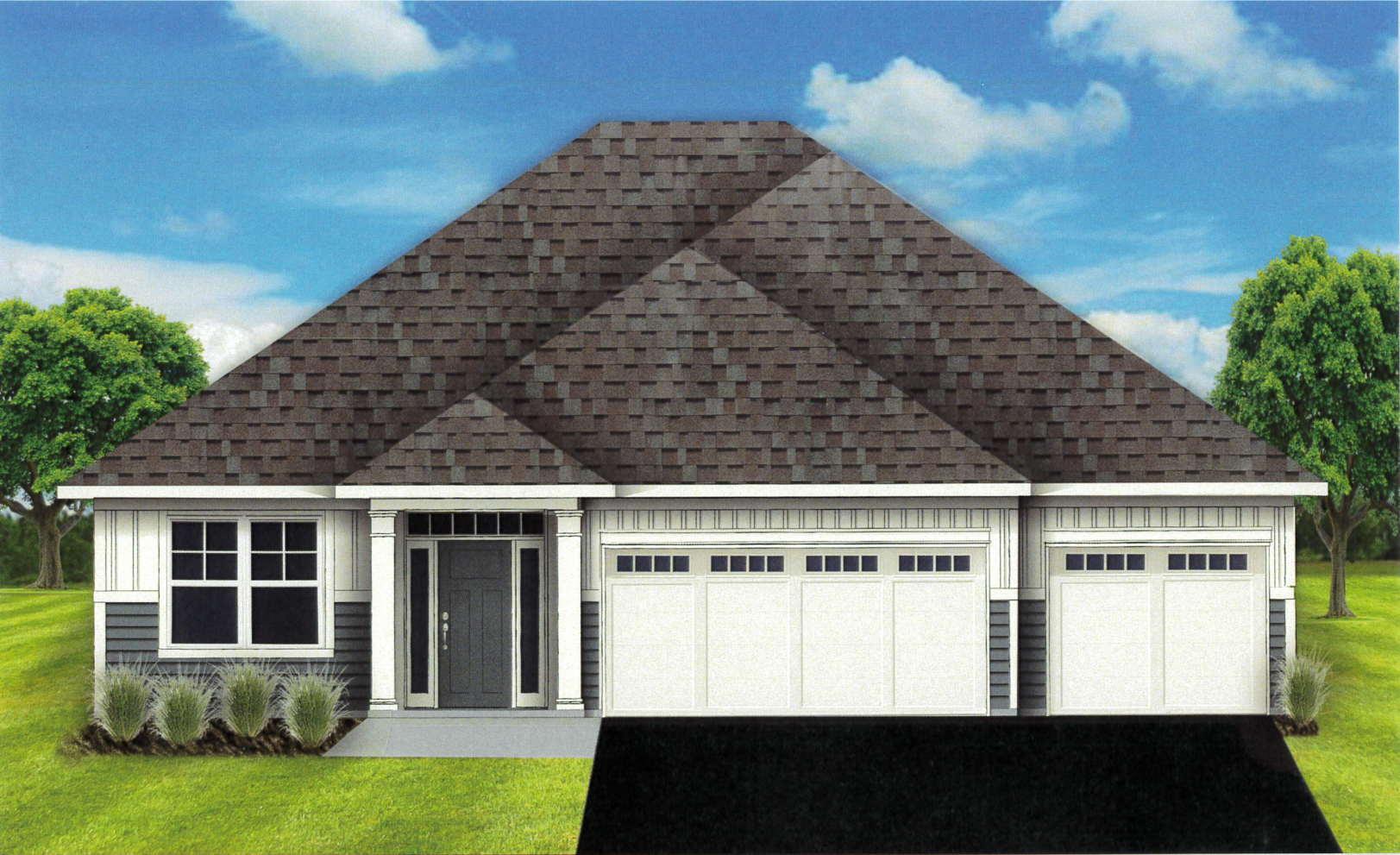
ROGERS, MN

CONCEPT A



DATE: 10/9/2024
DRAWN BY: JP
SCALE: 1"=80'





MAJESTIC

OPEN FLOOR PLAN. 2 BEDROOMS. 2 BATHROOMS.

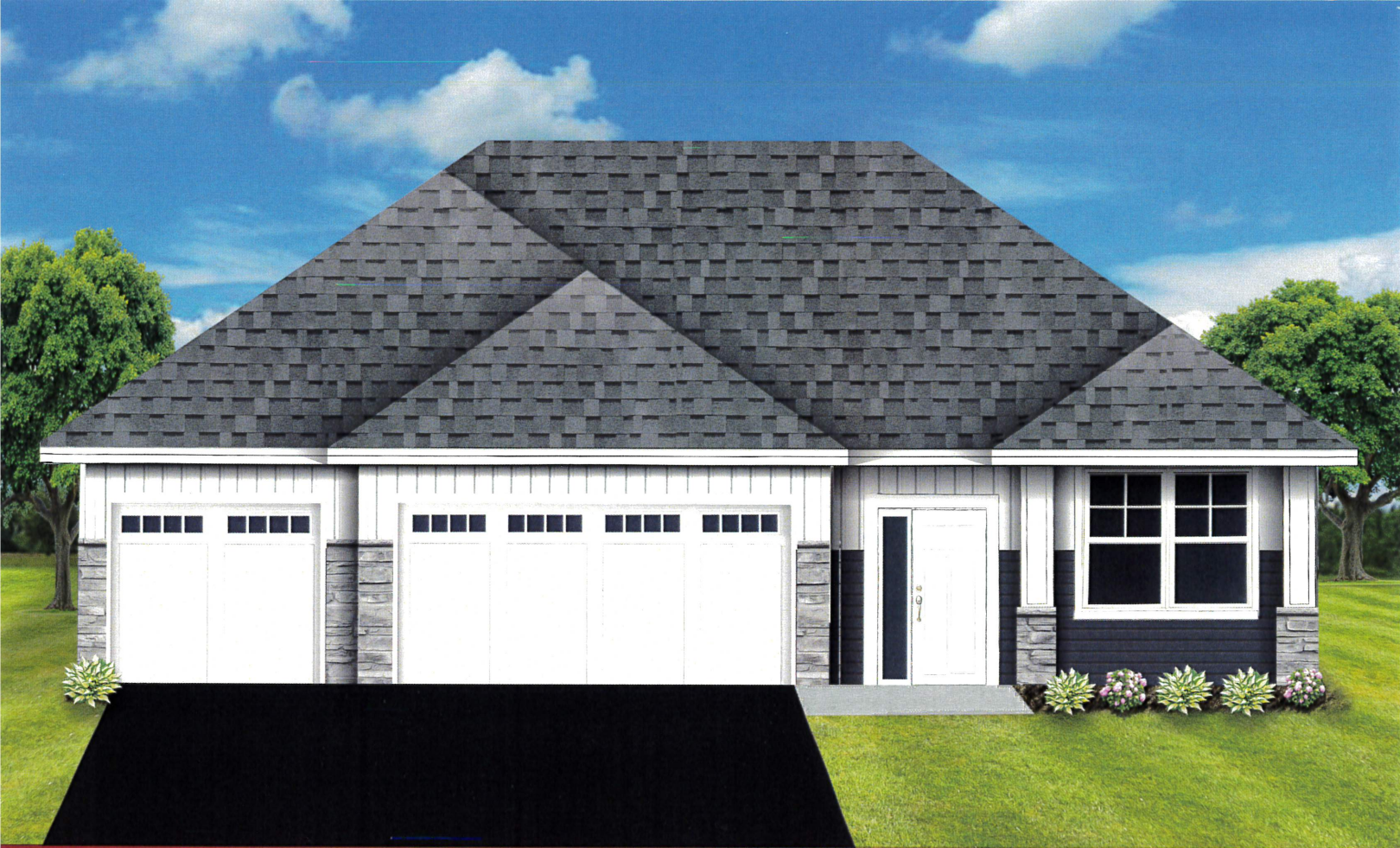


2317 SQUARE FEET



www.benzingerhomes.com

Page 246 of 297



MADISON

3 BEDROOMS. 2 BATHROOMS.
OPEN FLOOR PLAN.



1734 SQUARE FEET





MAJESTIC

OPEN FLOOR PLAN. 3 BEDROOMS. 2 BATHROOMS.



2121 SF

+ 196 SF SUNROOM

+ 224 SF 3-SEASON PORCH

2541 SF

+ 78 SF FRONT PORCH

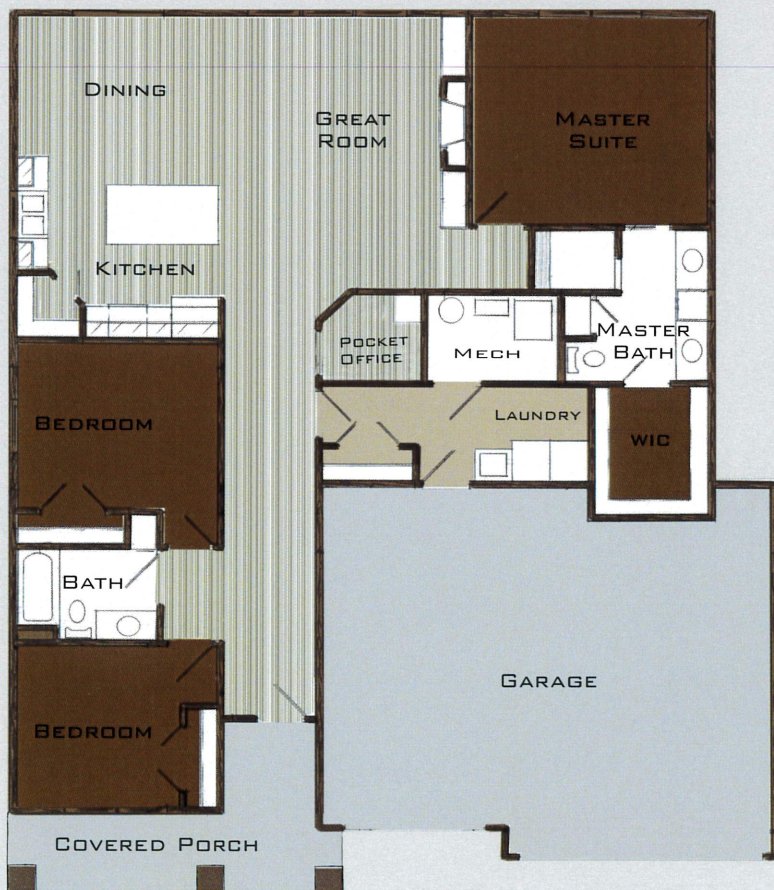
+ 878 SF GARAGE

3497 Square Feet Total Under Roof





SYLVAN



1827 SQUARE FEET

THE SYLVAN:

- OPEN FLOOR PLAN.
- 3 BEDROOMS.
- 2 BATHROOMS.
- POCKET OFFICE.





STAFF REPORT

Meeting Date: November 26, 2024

ROGERS CITY COUNCIL

Agenda Item: 7.4

Subject: Consider Ordinances 2024-08, 2024-09, and 2024-10 Related to Shoreland Management Regulations and Resolution 2024-121 Authorizing the Summary Publication of the Ordinances

Prepared By: Alec Henderson, City Planner

Overview / Background / Analysis

Over the course of the past year, the City of Rogers has been in the process of updating its Shoreland Management ordinance. Through this process, the city contracted with HKGi to assist in the re-write of this ordinance. Included in the packet for this item is a city council report further detailing this item from HKGi.

Staff Recommendation

Motion to adopt Ordinances 2024-08, 2024-09, and 2024-10 authorizing the City Code and Zoning Code amendments related to Shoreland Management regulations, contingent on final revisions as negotiated with the DNR.

Motion to approve Resolution 2024-121 authorizing the summary publication of Ordinances 2024-08, 2024-09, and 2024-10.

Financial Impact: Not applicable.

Source Fund: Not applicable.

Budgeted? N/A

Supporting Documentation

- A. Ordinance 2024-08 Shoreland Related Definitions Update
- B. Ordinance 2024-09 - Shoreland Updates - Stormwater 117-7
- C. Ordinance 2024-10 Shoreland Management add Section 125-100 20241120 DNR Revisions
- D. Resolution 2024-121 Shoreland Management Ordinances Summary
- E. Shoreline buffer map (Lakes)
- F. Land Use and Shoreline Map
- G. Zoning and Shoreland Map

City Council Report

To: City Council
From: Rita Trapp, Consulting Planner
Date: November 20, 2024
Subject: Consideration of Shoreland Management Regulations
Meeting Date: November 26, 2024

The City has been working with the Department of Natural Resources (DNR) on preparing revised regulations for shoreland management. The intent of the revised regulations is to protect natural resources while implementing the City's vision regarding development. The amendment process has involved numerous meetings with the DNR as state rules require the DNR approval for City adoption of any new regulations. The City Council is being requested to adopt three ordinances which will repeal and replace the City's existing shoreland regulations, make a few adjustments to definitions within the zoning code's, and add a few regulations to the City's stormwater management chapter.

Shoreland Regulations Overview

Minnesota's shoreland regulations date back to the 1969 when the state's Shoreland Management Act was passed. While the minimum development standards are located in MN Rules 6120.2500 to 6120.3900, the regulations are administered through local ordinances. In 2004 the City adopted the regulations currently in effect. The City last made adjustments to its shoreland regulations in early 2023 when additional lakes were added to the public waters inventory. These lakes came under the City's jurisdiction due to the merger with Hassan Township.

To assist cities with adopting regulations that meet state rules, the DNR has a model ordinance. The City's current regulations were drafted based on the model ordinance available in 2004. The proposed regulations have been crafted following the latest model ordinance. As a result, a complete repeal and replacement of the existing regulations is being proposed.

As shown in the attached map, the shoreland regulations affect any property located with 1,000 feet of a lake and 300 feet of a river/stream. The public waters inventory includes one recreational development lake, eight natural environment lakes, one agriculture river, and one tributary stream.

Update Purpose

A primary reason for the proposed updates is to support implementation of the 2040 Comprehensive Plan. Within the Comprehensive Plan, the City established a vision that Rogers would both be a community of choice, providing attainable housing for all persons and comprised of vibrant neighborhoods, as well as a community of quality environments,

respecting and protecting its natural, historical, and cultural resources. The Metropolitan Council designated the eastern and central portions of the City, as “Emerging Suburban Edge.” Land within this designation must be planned for development at an average density of 3 to 5 units per net acre. The strict application of the current shoreland regulations challenges the City’s ability to meet the vision set forth in the Comprehensive Plan due to the significantly large lots required around all of the City’s natural environment lakes.

Since the completion of the City’s most recent Comprehensive Plan in 2020, 7 natural environment lakes and 1 recreational development lake were added to the City’s list of public waters. Of these lakes, Tilton, Whiteford, ID 67798, ID 66249 and ID 70437 used to be designated as wetlands. Development restrictions around public waters, particularly natural environment lakes, are more stringent and affect more land than those for wetlands. To address this issue, the proposed regulations propose an alternative development standard that an applicant can chose to use for their project.

Proposed Regulations

In the proposed regulations the City is seeking to establish alternative development standards (see section j) that provide more flexibility relative to lot sizes than the standard regulations. Notable features of the proposed alternative standards regulations include:

- 1) Applicants will have a choice as to whether to use the standard or the alternative standards. As an example of the difference, the minimum lot size for a single family dwelling on a R-2 non-riparian lot for a natural environment lake is 20,000 square feet according to the standard regulations but would be 10,000 square feet with the alternative standards. The City is able to allow reduced lot sizes because of the additional standards established in the alternative standards.
- 2) Shoreland PUDs will no longer be allowed. The DNR did not want the City to have three different options for development within the shoreland district. A PUD from underlying zoning district standards will continue to be allowed and will be processed as a rezoning.
- 3) The alternative standards are available in the R-2, R-3 and R-4 districts.
- 4) Minimum standards for any development include (see graphic):
 - a. Connection to public sewer and water
 - b. Dedication to the City of a strip of land – the size of which depends on the type of lake
 - c. Lot area and width standards that meet the underlying zoning district
 - d. Structures are set back from the OHWL



- 5) The entire project will be held to a maximum impervious surface of 25%. Individual lots will be able to go higher, but will still have a cap of 50% for individual lots and 75% for townhomes. Apartments are allowed up to 75% as well as long as specific best management standards are met.
- 6) An additional standard is being proposed for stormwater management. The standard requires that projects using the Alternative Standard must use either biofiltration or iron-enhanced sand if the development is not able to use infiltration. The requirement is noted both in the shoreland regulations and in Chapter 117 Stormwater Management.
- 7) The entire project will have to have 35% of the area dedicated to open space which meets specific standards. This is a reduction from 50% which is required if one would do a shoreland PUD.

Planning Commission Consideration

The Planning Commission considered the regulations at their November 6, 2024 meeting. The Planning Commission asked clarifying questions about the regulations. One recommendation was to include the ordinary high water level (OHWL) for each lake so it was easy to locate. Staff notes that the lakes that were recently added to the shoreland overlay district do not currently have an OHWL. One of the recommendations after the adoption of the updated shoreland regulations is to formally request the OHWL from the DNR and then add all of the OHWLs to the shoreland regulations. After discussion, the Planning Commission recommended the City Council adopt the proposed ordinances.

Supplemental Changes

After the Planning Commission meeting, the DNR reached out to the City requesting additional modifications to the draft regulations. The proposed changes are included in the draft ordinances for City Council consideration. The Council is advised that the DNR is still reviewing the proposed revisions, particularly the enhanced landscaping requirements described below. The following are the changes requested by the DNR subsequent to the Planning Commission meeting:

- 1) Revise the definition of buffer to "An area of natural, unmaintained, vegetated ground cover abutting or surrounding a public water" rather than referring to the definition of buffer in Minnesota Statutes. This definition comes from the Elm Creek Watershed.
- 2) Clarify in multiple places that "After December 31, 2024, a planned unit development in the shoreland overlay district shall not deviate from Shoreland Management standards in this section."
- 3) Include in the stormwater management section the specific standards for the alternative stormwater methods which are were already being added to Chapter 117. The standards will now be in both locations.
- 4) Add enhanced landscaping requirements to the alternative standards for R-4 Mixed-Density Family Residential and R-5 High Density Residential districts. These standards only apply to lofts, flats, or apartment buildings. These additional standards were

requested because the R-4 and R-5 districts do not have minimum open space requirements.

1. Landscaping for lofts, flats, and apartments

- a. Stormwater management facilities shall be surrounded by a buffer strip meeting the following criteria:
 - i. The buffer strip must be least 10 feet in width.
 - ii. Vegetation within the buffer shall be selected based on the stormwater facility and its ability to support the stormwater treatment and provide habitat.
 - iii. Both an establishment plan and a maintenance plan shall be adopted as part of the approval process. The establishment plan shall require owner responsibility for reseeding and/or replanting within the first two years as needed.
- b. Open areas of the site must be planted to provide:
 - i. At least one (1) overstory tree for every 150 lineal feet of site perimeter. The overstory trees shall be placed at least 40 feet apart.
 - ii. At least 30% of the setback areas along the site perimeter shall be planted with two staggered rows of deciduous shrubs. Shrubs shall not be planted closer than four (4) feet on center or five (5) feet from the property line or a fence. Shrubs shall be arranged to lessen the visual gap between the trees.
- c. Riparian developments whose shorelines have been altered by human activity shall restore at least 40% of the shoreline with vegetation consistent with the natural cover of other areas of the shoreline. A planting plan which is acceptable to City Staff shall be submitted that demonstrates how restoration will occur.

City Council Consideration

The proposed regulations are provided as attachments. There are three separate documents as changes are proposed for three areas of the City Code. In two of the areas, definitions and stormwater management, the changes are minimal and are shown with strikeouts and underlines. The last area, the shoreland management section, will be a complete repeal and replace. It is proposed that the new regulations be in Section 125-100 instead of Appendix A, which should be easier to find. As noted previously, the DNR is still reviewing the revised regulations. City Staff is requesting the Council adopt the ordinance contingent on additional DNR revisions as negotiated with the DNR. Staff recommends the following motions:

Motion to Adopt Ordinances 2024-08, 2024-09, and 2024-10 authorizing City Code and Zoning Code amendments related to Shoreland Management regulations contingent on final revisions as negotiated with DNR.

Motion to Approve Resolution 2024-121 Authorizing Summary Publication of Ordinance 2024-08, 2024-09, and 2024-10.

**CITY OF ROGERS
ORDINANCE NO. 2024-08**

**AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE
DEFINITIONS RELATED TO SHORELAND REGULATIONS IN THE
CITY OF ROGERS**

THE CITY COUNCIL OF THE CITY OF ROGERS, MINNESOTA, HEREBY ORDAINS:

SECTION 1. Section 125-102 of the City Code is hereby amended by removing ~~striketthrough~~ language and/or adding the following underlined definitions in their appropriate place in alphabetical order:

~~*Accessory building* means a detached building greater than 200 square feet in size used or intended to be used for the storage of personal property or for agricultural purposes.~~

Accessory structure or facility. Any building or improvement subordinate to a principal use. Examples include: swimming pools, saunas, detached garages, and storage sheds.

Deck: means a horizontal, unenclosed platform with or without attached railings, seats, trellises, or other features, attached or functionally related to a principal use or site and at any point extending more than three feet above ground. ~~above grade (also "Open porch").~~

Planned unit development means a unified development project that may include multiple buildings or uses within a single development scheme, on one of more parcels of land, and which provides development design, style, amenities, uses, or other elements which exceed the City's normally applicable zoning standards, and which, following the prescribed process, may vary from those City established standards to achieve said design, style, amenities, uses, or other elements. A planned unit development in the shoreland overlay district shall not deviate from Shoreland Management standards found in Sec 125-100.

~~*Public waters* mean all lakes, ponds, swamps, streams, drainageways, floodplains, floodways, natural water courses, underground water resources, and similar features involving, directly or indirectly, the use of water within the community.~~

Public waters. Any water as defined in Minnesota Statutes, Section 103G.005, Subd. 15, 15a.

Subdivision. The separation of an area, parcel, or tract of land into two or more parcels, tracts, lots, or long-term leasehold interests.

SECTION 2. This Ordinance shall take effect and be in force immediately after its passage and publication in accordance with applicable law.

Dated the 26th day of November, 2024.

Mayor

ATTEST:

City Clerk

**CITY OF ROGERS
ORDINANCE NO. 2024-09**

**AN ORDINANCE AMENDING THE CITY OF ROGERS CITY CODE
CHAPTER 117 STORMWATER MANAGEMENT, SECTION 117-7
RELATED TO SHORELAND DISTRICT REGULATIONS**

THE CITY COUNCIL OF THE CITY OF ROGERS, MINNESOTA, HEREBY ORDAINS:

SECTION 1. Section 117-7 of the City Code is hereby amended by adding the following Underlined language in subsection 117-7 (g):

- (g) Stormwater management criteria for permanent facilities.
- (1) An applicant shall install or construct, on or for the proposed land disturbing or development activity, all stormwater management facilities necessary to manage increased runoff so that the two-year, ten-year, and 100-year storm peak discharge rates existing before the proposed development shall not be increased and accelerated channel erosion will not occur as a result of the proposed land disturbing or development activity. The city may approve the applicant to make an in-kind or monetary contribution to the development and maintenance of community stormwater management facilities designed to serve multiple land disturbing and development activities undertaken by one or more persons, including the applicant.
 - (2) The applicant shall give consideration to reducing the need for stormwater management facilities by incorporating the use of natural topography and land cover such as wetlands, ponds, natural swales and depressions as they exist before development to the degree that they can accommodate the additional flow of water without compromising the integrity or quality of the wetland or pond.
 - (3) The following stormwater management practices shall be investigated in developing a stormwater management plan in the following descending order of preference:
 - a. Natural infiltration of precipitation on-site;
 - b. Flow attenuation by use of open vegetated swales and natural depressions;
 - c. Stormwater detention or retention facilities.
 - (4) A combination of successive practices may be used to achieve the applicable minimum control requirements specified in subsection (1) above. Justification shall be provided by the applicant for the method selected.
 - (5) Subdivisions developed in accordance with the Alternative Development Standards in the Shoreland Overlay District must use biofiltration or iron-enhanced sand if infiltration is not possible. Standards for these alternative methods include:

- a. If biofiltration is used, the required stormwater runoff treatment volume shall be multiplied by 1.82 (e.g. 55% filtration credit).
- b. If iron-enhanced sand is used as a filtration media, the required stormwater treatment volume shall be multiplied by 1.25 (e.g. 80% filtration credit).

...

SECTION 2. This Ordinance shall take effect and be in force immediately after its passage and publication in accordance with applicable law.

Dated the 26th day of November, 2024.

Mayor

ATTEST:

City Clerk

**CITY OF ROGERS
ORDINANCE NO. 2024-10**

**AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE
RELATED TO SHORELAND REGULATIONS IN THE CITY OF
ROGERS**

THE CITY COUNCIL OF THE CITY OF ROGERS, MINNESOTA, HEREBY ORDAINS:

SECTION 1. REPEAL. Appendix A, Shoreland Protection, is hereby repealed in its entirety.

SECTION 2. AMEND. ARTICLE 125-VI – FLOODPLAIN title is hereby amended as follows (strikethrough language is removed language, underlined language is added language):

ARTICLE 125-VI ~~FLOODPLAIN~~ ENVIRONMENTAL PROTECTION

SECTION 3. INSERT. The below language is hereby inserted and adopted into the Unified Development Code as Section 125-100 Shoreland Management under ARTICLE 125-VI ENVIRONMENTAL PROTECTION:

Sec. 125-100 Shoreland Management

(a) Statutory Authorization and Policy

- (1) Statutory Authorization. This shoreland ordinance is adopted pursuant to the authorization and policies contained in Minnesota Statutes, Chapter 103F, Minnesota Rules, Parts 6120.2500 - 6120.3900, and the planning and zoning enabling legislation in Minnesota Statutes, Chapter 462.
- (2) Policy. The Legislature of Minnesota has delegated responsibility to local governments of the state to regulate the subdivision, use and development of the shorelands of public waters and thus preserve and enhance the quality of surface waters, conserve the economic and natural environmental values of shorelands, and provide for the wise use of waters and related land resources. This responsibility is hereby recognized by the City of Rogers.

(b) General Provisions and Definitions

- (1) Jurisdiction. The provisions of this ordinance apply to the shorelands of the public water bodies as classified in **Subsection (d)(1)** of this ordinance. Pursuant to Minnesota Rules, Parts 6120.2500 - 6120.3900, no lake, pond, or flowage less than 10 acres in size in municipalities or 25 acres in size in unincorporated areas need be regulated in a local government's shoreland regulations. A body of water created by a private user where there was no previous shoreland may, at the discretion of the governing body, be exempt from this ordinance.
- (2) Abrogation and Greater Restrictions. It is not intended by this ordinance to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions.

However, where this ordinance imposes greater restrictions, the provisions of this ordinance shall prevail. All other ordinances inconsistent with this ordinance are hereby repealed to the extent of the inconsistency only.

- (3) Definitions. Unless specifically defined below, words or phrases used in this ordinance shall be interpreted to give them the same meaning they have in common usage and to give this ordinance its most reasonable application. For the purpose of this ordinance, the words “must” and “shall” are mandatory and not permissive. All distances, unless otherwise specified, are measured horizontally.

Bluff. A topographic feature such as a hill, cliff, or embankment having the following characteristics:

1. Part or all of the feature is located in a shoreland area;
2. The slope must drain toward the waterbody;
3. The slope rises at least 25 feet above the ordinary high water level; and
4. The grade of the slope from the toe of the bluff to a point 25 feet or more above the ordinary high water level averages 30 percent or greater (see Figure 1), except that an area with an average slope of less than 18 percent over a distance of at least 50 feet shall not be considered part of the bluff (see Figure 2).

Figure 1. Illustration of Bluff

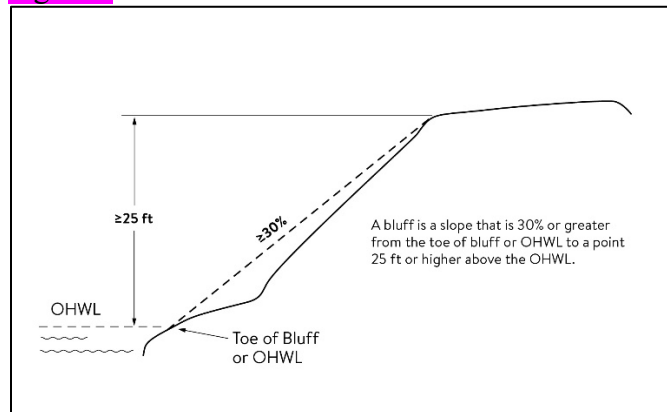
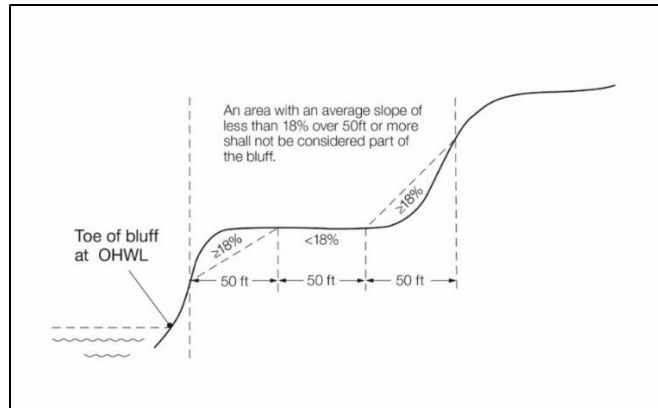


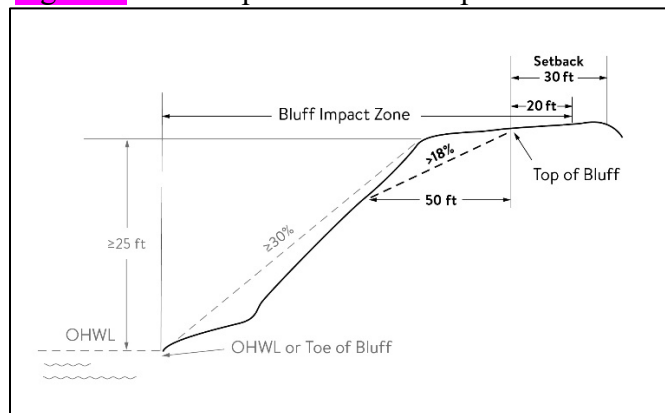
Figure 2. Exception to Bluff



Bluff impact zone. (BIZ) A bluff and land located within 20 feet of the top of a bluff.

See Figure 3

Figure 3. Bluff Impact Zone and Top of Bluff



Bluff, Toe of. The lower point of a 50-foot segment with an average slope exceeding 18 percent or the ordinary high water level, whichever is higher. See Figure 3.

Bluff, Top of. For the purposes of measuring setbacks, bluff impact zone, and administering vegetation management standards, the higher point of a 50-foot segment with an average slope exceeding 18 percent. See Figure 3.

Boathouse. A facility as defined by Minnesota Statutes, Section 103G.245.

Buffer, shoreland. An area of natural, unmaintained, vegetated ground cover abutting or surrounding a public water.

Commercial use. The principal use of land or buildings for the sale, lease, rental, or trade of products, goods, and services.

Commissioner. The commissioner of the Department of Natural Resources.

Controlled access lot. A lot used to access public waters or as a recreation area for owners of nonriparian lots within the same subdivision containing the controlled access lot.

Duplex, triplex, and quad. A dwelling structure on a single lot, having two, three, and four units, respectively, attached by common walls and each unit equipped with separate sleeping, cooking, eating, living, and sanitation facilities.

Dwelling site. A designated location for residential use by one or more persons using temporary or movable shelter, including camping and recreational vehicle sites.

Dwelling unit. Any structure or portion of a structure, or other shelter designed as short- or long-term living quarters for one or more persons, including rental or timeshare accommodations such as motel, hotel, and resort rooms and cabins.

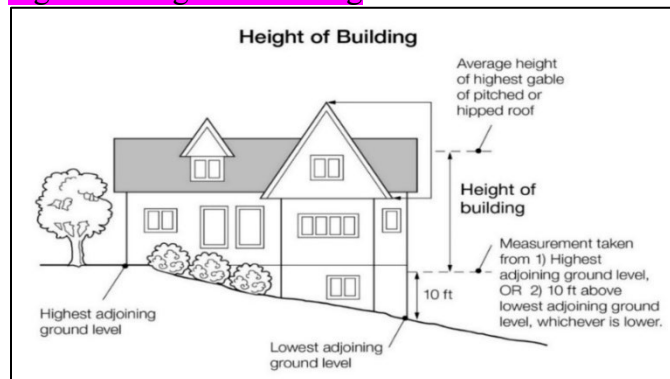
Expansion. Any increase in a dimension such as number of units or size, area, volume, or height of an existing structure or accessory structure or facility.

Extractive use. The use of land for surface or subsurface removal of sand, gravel, rock, industrial minerals, other nonmetallic minerals, and peat not regulated under Minnesota Statutes, Sections 93.44 to 93.51.

Guest cottage. A structure used as a dwelling unit that may contain sleeping spaces and kitchen and bathroom facilities in addition to those provided in the primary dwelling unit on a lot.

Height of building. The vertical distance between the highest adjoining ground level at the building or ten feet above the lowest adjoining ground level, whichever is lower, and the highest point of a flat roof or average height of the highest gable of a pitched or hipped roof (see Figure 4).

Figure 4. Height of Building



Impervious surface. A constructed hard surface that prevents or retards entry of water into the soil and causes water to run off the surface in greater quantities and at an increased rate of flow than prior to development, including rooftops; decks; sidewalks; patios; swimming pools; parking lots; concrete, asphalt, gravel driveways, or permeable pavers; and other similar surfaces.

Improvement. Making an existing structure or accessory structure or facility of better quality, more efficient, or more aesthetically pleasing, that does not replicate what pre-existed, but does not include an expansion, enlargement, or intensification.

Industrial use. The use of land or buildings for the production, manufacture, warehousing, storage, or transfer of goods, products, commodities, or other wholesale items.

Intensive vegetation clearing. The complete removal of trees or shrubs in a contiguous patch, strip, row, or block.

Maintenance and repair. Upkeep or preservation of an existing structure or accessory structure or facility against normal wear and tear or degradation over time that does not change exterior dimensions. Examples include the rehabilitation or replacement of windows, siding, a roof, or exterior finishes such as paint or stain.

Nonconformity. Any legal use, structure or parcel of land already in existence, recorded, or authorized before the adoption of official controls or amendments to

those controls that would not have been permitted to become established under the terms of the official controls as now written.

Ordinary high water level (OHWL). The boundary of public waters and wetlands, and shall be an elevation delineating the highest water level which has been maintained for a sufficient period of time to leave evidence upon the landscape, commonly that point where the natural vegetation changes from predominantly aquatic to predominantly terrestrial. For watercourses, the ordinary high water level is the elevation of the top of the bank of the channel. For reservoirs and flowages, the ordinary high water level is the operating elevation of the normal summer pool. An OHWL established for a waterbody by the Minnesota Department of Natural Resources will constitute the OHWL under this definition.

Project area. The gross area of the project being proposed in a subdivision or site plan application. This shall include lands which may be dedicated to the public as part of the subdivision, preserved in an easement or similar preservation instrument, or overseen by a homeowners association.

Replacement and restoration. Reconstruction of part or all of an existing structure or accessory structure or facility that closely matches or replicates the preexisting structure or facility.

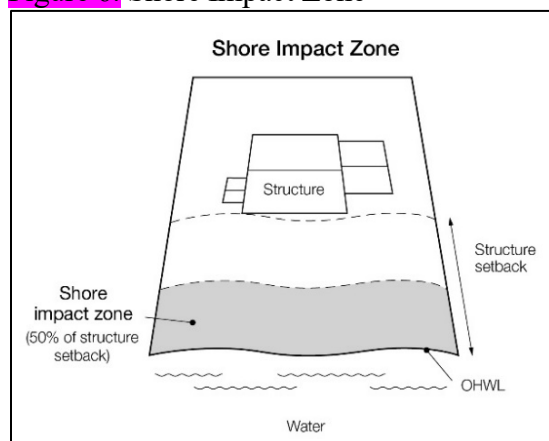
Semipublic use. The use of land by a private, nonprofit organization to provide a public service that is ordinarily open to some persons outside the regular constituency of the organization.

Sewage treatment system. “Sewage treatment system” has the meaning given under Minnesota Rules, part 7080.1100, Subp. 82.

Sewer system. Pipelines or conduits, pumping stations, and force main, and all other construction, devices, appliances, or appurtenances used for conducting sewage or industrial waste or other wastes to a point of ultimate disposal.

Shore impact zone. (SIZ) Land located between the ordinary high water level of a public water and a line parallel to it at a setback of 50 percent of the structure setback (see Figure 6).

Figure 6. Shore Impact Zone

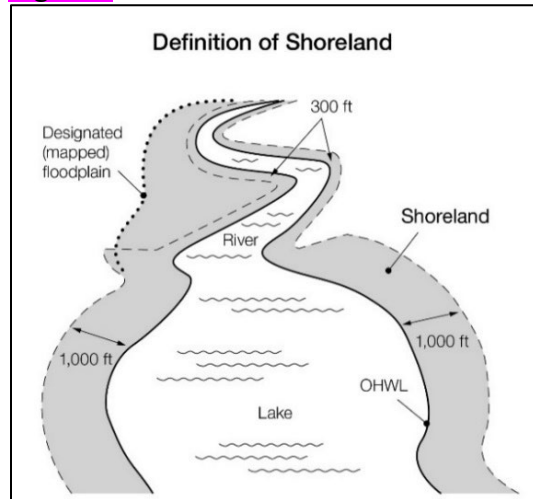


Shoreland. “Shoreland” means land located within the following distances from public waters:

1. 1,000 feet from the ordinary high water level of a lake, pond, or flowage; and

2. 300 feet from a river or stream, or the landward extent of a floodplain designated by ordinance on a river or stream, whichever is greater (see Figure 7).

Figure 7. Definition of Shoreland



Shore recreation facilities. Swimming areas, docks, watercraft mooring areas and launching ramps and other water recreation facilities.

Significant historic site. Any archaeological site, standing structure, or other property that meets the criteria for eligibility to the National Register of Historic Places or is listed in the State Register of Historic Sites, or is determined to be an unplatted cemetery that falls under the provisions of Minnesota Statutes, Section 307.08. A historic site meets these criteria if it is presently listed on either register or if it is determined to meet the qualifications for listing after review by the Minnesota state archaeologist or the director of the Minnesota Historical Society. All unplatted cemeteries are automatically considered to be significant historic sites.

Steep slope. Lands having average slopes over 12 percent, as measured over horizontal distances of 50 feet or more, which are not bluffs.

Structure. Any building or appurtenance, including decks, except aerial or underground utility lines, such as sewer, electric, telephone, telegraph, gas lines, towers, poles, and other supporting facilities.

Suitability analysis. An evaluation of land to determine if it is appropriate for the proposed use. The analysis considers factors relevant to the proposed use and may include the following features: susceptibility to flooding; existence of wetlands; soils, erosion potential; slope steepness; water supply, sewage treatment capabilities; water depth, depth to groundwater and bedrock, vegetation, near-shore aquatic conditions unsuitable for water-based recreation; fish and wildlife habitat; presence of significant historic sites; or any other relevant feature of the natural land.

Variance. "Variance" means the same as that defined in Minnesota Statutes, Section 462.357 Subd. 6 (2).

Water-oriented accessory structure or facility. A small, above ground building or other improvement, except stairways, fences, docks, and retaining walls, which, because of the relationship of its use to surface water, reasonably needs to be located closer to public waters than the normal structure setback. Examples of such

structures and facilities include, watercraft and watercraft equipment storage structures, gazebos, screen houses, fish houses, pump houses, patios, and detached decks. Boathouses and boat storage structures given the meaning under Minnesota Statutes, Section 103G.245 are not a water-oriented accessory structures.

Water-dependent use. The use of land for commercial, industrial, public or semi-public purposes, where access to and use of a public water is an integral part of the normal conduct of operation. Marinas, resorts, and restaurants with transient docking facilities are examples of uses typically found in shoreland areas.

Wetland. “Wetland” has the meaning given under Minnesota Rule, part 8420.0111.

(c) Administration

- (1) Purpose. The purpose of this Section is to identify administrative provisions to ensure the ordinance is administered consistent with its purpose.
- (2) Permits.
 - a. A permit is required for the construction of buildings or building additions (including construction of decks and signs), the installation and/or alteration of sewage treatment systems, and those grading and filling activities not exempted by **Subsection (h)(3)** of this ordinance.
 - b. As required by the building official, a certificate of compliance, consistent with Minnesota Rules Chapter 7082.0700 Subp. 3, is required whenever a permit or variance of any type is required for any new construction on the property. A sewage treatment system shall be considered compliant if the only deficiency is the system’s improper setback from the ordinary high water level.
- (3) Application materials. Application for permits and other zoning applications such as variances shall be made to the Zoning Administrator on the forms provided. The application shall include the necessary information so that the Zoning Administrator can evaluate how the application complies with the provisions of this ordinance.
- (4) Subdivisions. Residential subdivisions within the Shoreland Overlay District shall either meet **Subsection (f)** Dimensional and General Performance Standards or **Subsection (j)** Residential Alternative Dimensional Standards. After December 31, 2024, a planned unit development in the shoreland overlay district shall not deviate from Shoreland Management standards in this section.
- (5) Variances. Variances may only be granted in accordance with Minnesota Statutes, Section 462.357 and are subject to the following:
 - a. A variance may not circumvent the general purposes and intent of this ordinance; and
 - b. As required by the building official, for properties with existing sewage treatment systems, a certificate of compliance, consistent with Minnesota Rules Chapter 7082.0700 Subp. 3, is required for variance approval or new construction. A sewage treatment system shall be considered compliant if the

only deficiency is the system's improper setback from the ordinary high water level.

- (6) Conditional Uses. All conditional uses in the shoreland area are subject to a thorough evaluation of the waterbody and the topographic, vegetation, and soil conditions to ensure:
- a. The prevention of soil erosion or other possible pollution of public waters, both during and after construction;
 - b. The visibility of structures and other facilities as viewed from public waters is limited;
 - c. There is adequate water supply and on-site sewage treatment; and
 - d. The types, uses, and numbers of watercraft that the project will generate are compatible in relation to the suitability of public waters to safely accommodate these watercrafts.
- (7) Mitigation.
- a. In evaluating all variances, conditional uses, zoning and building permit applications, the zoning authority shall require the property owner to address, when appropriate, the following conditions, when related to and proportional to the impact, to meet the purpose of this ordinance, to protect adjacent properties, and the public interest:
 1. Advanced storm water runoff management treatment;
 2. Reducing impervious surfaces;
 3. Increasing setbacks from the ordinary high water level;
 4. Restoration of wetlands;
 5. Limiting vegetation removal and/or riparian vegetation restoration;
 6. Provisions for the location, design, and use of structures, sewage treatment systems, water supply systems, watercraft launching and docking areas, and parking areas; and
 7. Other conditions the zoning authority deems necessary.
 - b. In evaluating plans to construct sewage treatment systems, roads, driveways, structures, or other improvements on steep slopes, conditions to prevent erosion and to preserve existing vegetation screening of structures, vehicles, and other facilities as viewed from the surface of public waters assuming summer, leaf-on vegetation shall be attached to permits.
- (8) Nonconformities.

- a. All legally established nonconformities as of the date of this ordinance may continue, but will be managed according to Minnesota Statutes, Section 462.357 Subd. 1e and other regulations of this community for alterations and additions; repair after damage;
- b. All additions or expansions to the outside dimensions of an existing nonconforming structure must meet the setback, height, lowest floor elevations, and other requirements of Subsections (e) to (h) of this ordinance. Any deviation from these requirements must be authorized by a variance.

(9) Notifications to the Department of Natural Resources.

- a. All amendments to this shoreland ordinance must be submitted to the Department of Natural Resources for review and approval for compliance with the statewide shoreland management rules.
- b. All notices of public hearings to consider variances, ordinance amendments, or conditional uses under shoreland management controls must be sent to the commissioner or the commissioner's designated representative at least ten (10) days before the hearings. Notices of hearings to consider proposed subdivisions/plats must include copies of the subdivision/plat.
- c. All approved ordinance amendments and subdivisions/plats, and final decisions approving variances or conditional uses under local shoreland management controls must be sent to the commissioner or the commissioner's designated representative and postmarked within ten days of final action. When a variance is approved after the Department of Natural Resources has formally recommended denial in the hearing record, the notification of the approved variance shall also include the summary of the public record/testimony and the findings of facts and conclusions which supported the issuance of the variance.
- d. Any request to change the shoreland management classification of public waters within the City of Rogers must be sent to the commissioner or the commissioner's designated representative for approval, and must include a resolution and supporting data as required by Minnesota Rules, part 6120.3000, subp.4.
- e. Any request to reduce the boundaries of shorelands of public waters within the City of Rogers must be sent to the commissioner or the commissioner's designated representative for approval and must include a resolution and supporting data. The boundaries of shorelands may be reduced when the shoreland of water bodies with different classifications overlap. In these cases, the topographic divide between the water bodies shall be used for adjusting the boundaries.

(10) Mandatory EAW. An Environmental Assessment Worksheet consistent with Minnesota Rules, Chapter 4410 must be prepared for projects meeting the

thresholds of Minnesota Rules, part 4410.4300, Subparts 19a, 20a, 25, 27, 28, 29, and 36a.

(d) Shoreland Classification System and Land Uses

(1) Shoreland Classification System.

a. Purpose. To ensure that shoreland development on the public waters of the City of Rogers is regulated consistent with the classifications assigned by the commissioner under Minnesota Rules, part 6120.3300.

b. Lakes are classified as follows:

1. Recreational development (RD)

Recreational Development Lake Name	DNR Public Waters I.D. #
Sylvan	27017100

2. Natural environment (NE)

Natural Environment Lake Name	DNR Public Waters I.D. #
Cowley	27016900
Grass	27013500
Henry	27017500
Tiltons	27017300
Whiteford	27017200
Unnamed	27016700
Unnamed	27029700
Unnamed	27030500

c. Rivers and Streams are classified as follows:

1. Agriculture

Agriculture River Name	Legal Description
South Fork Crow River	Section 16, T120N, R23W

2. Tributary

Tributary Stream Name	Legal Description
Fox Creek	Sections 15, 16, 22, and 23; T120N; R23W

d. All public rivers and streams shown on the Public Waters Inventory Map for Hennepin County, a copy of which is adopted by reference, not given a classification in **Subsection (c) above** shall be considered “Tributary.”

(2) Land Uses.

- a. Purpose. To identify land uses that are compatible with the protection and preservation of shoreline resources in order to conserve the economic and environmental values of shoreland and sustain water quality.
- b. The land uses allowable for the Shoreland Overlay District shall follow the permitted, conditional, interim, and accessory use designations as defined and outlined in the underlying zoning district.

(e) Special Land Use Provisions

(1) Commercial, Industrial, Public, and Semipublic Use Standards.

- a. Water-dependent uses may be located on parcels or lots with frontage on public waters provided that:
 - 1. The use complies with provisions of **Subsection (g)**;
 - 2. The use is designed to incorporate topographic and vegetative screening of parking areas and structures;
 - 3. Uses that require short-term watercraft mooring for patrons must centralize these facilities and design them to avoid obstructions of navigation and to be the minimum size necessary to meet the need; and
 - 4. Uses that depend on patrons arriving by watercraft may use signs and lighting, provided that:
 - (i) Signs placed in or on public waters must only convey directional information or safety messages and may only be placed by a public authority or under a permit issued by the county sheriff; and
 - (ii) Signs placed within the shore impact zone are:
 - (i) No higher than ten feet above the ground, and no greater than 32 square feet in size; and
 - (ii) If illuminated by artificial lights, the lights must be shielded or directed to prevent illumination across public waters; and
 - (iii) Other lighting may be located within the shore impact zone or over public waters if it is used to illuminate potential safety hazards and is shielded or otherwise directed to prevent direct illumination across public waters. This does not preclude use of navigational lights.
- b. Commercial, industrial, public, and semi-public uses that are not water-dependent must be located on lots or parcels without public waters frontage, or, if located on lots or parcels with public waters frontage, must either be set back double the ordinary high water level setback or be substantially screened from view from the water by vegetation or topography, assuming summer, leaf-on conditions.

(2) Agriculture Use Standards

a. Buffers.

1. The shore impact zone for parcels with permitted agricultural land uses is an area with a 50-foot average width and a 30-foot minimum width, as measured from the ordinary high water level if identified, or the top or crown of bank or normal water level as provided by Minnesota Statutes, Section 103F.48, subd. 3(c), whichever is applicable.
2. General cultivation farming, grazing, nurseries, horticulture, truck farming, sod farming, and wild crop harvesting are permitted uses if steep slopes and shore and bluff impact zones are maintained in perennial vegetation or operated under an approved conservation plan that includes alternative riparian water quality practices based on the Natural Resources Conservation Service field office technical guide (FOTG), practices approved by the Board of Water and Soil Resources (BWSR), or practices based on local conditions and as approved by the local soil and water conservation district that are consistent with the FOTG.

b. New animal feedlots are not allowed in shoreland. Modifications or expansions to existing feedlots or resumption of old feedlots are conditional uses and must meet the following standards:

1. Feedlots must be designed consistent with Minnesota Rules, Chapter 7020;
2. Feedlots must not further encroach into the existing ordinary high water level setback or the bluff impact zone and must not expand to a capacity of 1,000 animal units or more; and,
3. Old feedlots not currently in operation may resume operation consistent with Minnesota Statutes, Section 116.0711.

c. Extractive Use Standards. Extractive uses are conditional uses and must meet the following standards:

1. Site Development and Restoration Plan. A site development and restoration plan must be developed, approved, and followed over the course of operation. The plan must:
 - (i) Address dust, noise, possible pollutant discharges, hours and duration of operation, and anticipated vegetation and topographic alterations;
 - (ii) Identify actions to be taken during operation to mitigate adverse environmental impacts, particularly erosion; and
 - (iii) Clearly explain how the site will be rehabilitated after extractive activities end.

2. Setbacks for Processing Machinery. Processing machinery must meet structure setback standards from ordinary high water levels and from bluffs.

(f) Dimensional and General Performance Standards

- (1) Purpose. To establish dimensional and performance standards that protect shoreland resources from impacts of development.
- (2) Lot Area and Width Standards. After the effective date of this ordinance, all new lots must meet the minimum lot area and lot width requirements in **Subsections (f)(2)e and (f)(2)f below**, subject to the following standards:
 - a. Only lands above the ordinary high water level and excluding right-of-way can be used to meet lot area and width standards;
 - b. Lot width standards must be met at both the ordinary high water level and at the building line;
 - c. The sewer lot area dimensions can only be used if publicly owned sewer system service is available to the property;
 - d. Residential subdivisions with dwelling unit densities exceeding those in **Sections (f)(2)e and (f)(2)f** are allowed only if designed and approved using the Residential Alternative Design Standards under **Subsection (j)** of this chapter. After December 31, 2024, a planned unit development in the shoreland overlay district shall not deviate from Shoreland Management standards in this section.; and
 - e. Standard Lake Minimum Lot Area and Width Standards:

1. Recreational development lake – No sewer

Lot Type	Riparian Lot Area (sf)	Riparian Lot Width (ft)	Nonriparian Lot Area (sf)	Nonriparian Lot Width (ft)
Single	40,000	150	40,000	150
Duplex	80,000	225	80,000	265
Triplex	120,000	300	120,000	375
Quad	160,000	375	160,000	490

2. Recreational development lake – Sewer

Lot Type	Riparian Lot Area (sf)	Riparian Lot Width (ft)	Nonriparian Lot Area (sf)	Nonriparian Lot Width (ft)
Single	20,000	75	15,000	75
Duplex	35,000	135	26,000	135
Triplex	50,000	195	38,000	190
Quad	65,000	255	49,000	245

3. Natural environment lake – No sewer

Lot Type	Riparian Lot Area (sf)	Riparian Lot Width (ft)	Nonriparian Lot Area (sf)	Nonriparian Lot Width (ft)
Single	80,000	200	80,000	200
Duplex	120,000	300	160,000	400
Triplex	160,000	400	240,000	600
Quad	200,000	500	320,000	800

4. Natural environment lake – Sewer

Lot Type	Riparian Lot Area (sf)	Riparian Lot Width (ft)	Nonriparian Lot Area (sf)	Nonriparian Lot Width (ft)
Single	40,000	125	20,000	125
Duplex	70,000	225	35,000	220
Triplex	100,000	325	52,000	315
Quad	130,000	425	65,000	410

- f. Standard River/Stream Minimum Lot Width Standards. There are no minimum lot area requirements for rivers and streams. The lot width standards in feet are:

Lot Type	Agriculture	Tributary No Sewer	Tributary Sewer
Single	150	100	75
Duplex	225	150	115
Triplex	300	200	150
Quad	375	250	190

(3) Special Residential Lot Provisions.

- a. If allowed by underlying zoning district, one guest cottage may be allowed on lots meeting or exceeding the duplex lot area and width dimensions presented in Subsections (f)(2)e and (f)(2)f, provided the following standards are met:
1. For lots exceeding the minimum lot dimensions of duplex lots, the guest cottage must be located within an area equal to the smallest duplex-sized lot that could be created including the principal dwelling unit;
 2. A guest cottage must not cover more than 700 square feet of land surface and must not exceed 15 feet in height; and
 3. A guest cottage must be located or designed to reduce its visibility as viewed from public waters and adjacent shorelands by vegetation, topography, increased setbacks or color, assuming summer leaf-on conditions.

- b. No new private controlled access lots are allowed after **December 31, 2024**. Any changes to existing controlled access lots must meet the regulations set forth in Minnesota Rules 6120.3300, subpart 2 (E).
- c. Access Easements. Easements providing access to boat docking and mooring facilities to non-riparian property owners are prohibited.

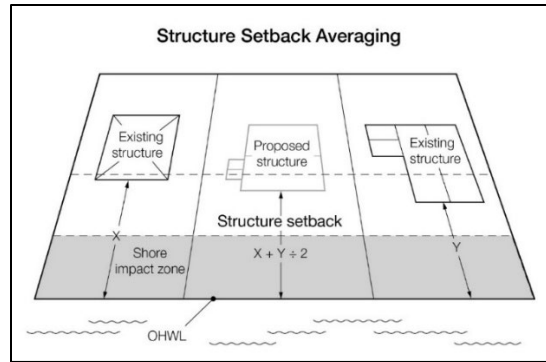
(4) Placement, Height, and Design of Structures.

- a. OHWL Setback for Structures and Sewage Treatment Systems. When more than one setback applies to a site, structures, and facilities must be located to meet all setbacks, and comply with the following OHWL setback provisions. All structures must meet structure setbacks even if there is abutting public land between the waterbody and the lot.

Waterbody Classification	Structures with <u>No Sewer</u>	Structures with <u>Sewer</u>	Sewage Treatment Systems
Natural Environment Lakes	150	150	150
Recreational Development Lakes	100	75	75
Agriculture & Tributary Rivers	100	50	75

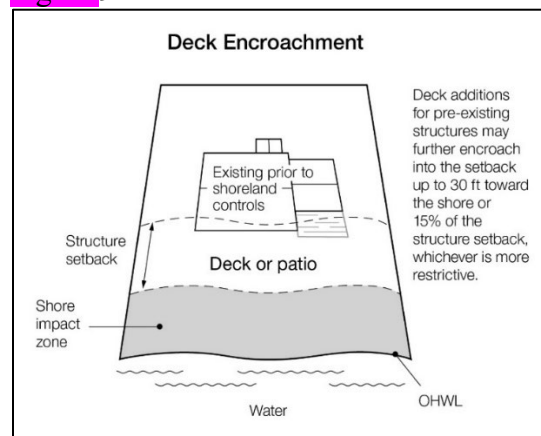
1. OHWL Setbacks. Structures and sewage treatment systems must meet setbacks from the Ordinary High Water Level (OHWL), except that one water-oriented accessory structure or facility, designed in accordance with **Subsection(g)(3)** of this ordinance, may be set back a minimum distance of ten (10) feet from the OHWL:
2. Setback averaging. Where principal structures exist on the adjoining lots on both sides of a proposed building site, structure setbacks may be altered without a variance to conform to the adjoining principal structure setbacks from the OHWL, provided the proposed structure is not located in a shore impact zone or in a bluff impact zone **(see Figure 8)**;

Figure. 8 Structure Setback Averaging



3. Setbacks of decks. Deck additions may be allowed without a variance to a structure not meeting the required setback from the ordinary high water level if all of the following criteria are met:
 - (i) The structure existed on the date the structure setbacks were established;
 - (ii) A thorough evaluation of the property and structure reveals no reasonable location for a deck meeting or exceeding the existing ordinary high water level setback of the structure;
 - (iii) The deck encroachment toward the ordinary high water level does not exceed 15 percent of the existing setback of the structure from the ordinary high water level or is no closer than 30 feet from the OHWL, whichever is more restrictive; and
 - (iv) The deck is constructed primarily of wood, and is not roofed or screened (see Figure 9).

Figure 9. Deck Encroachment



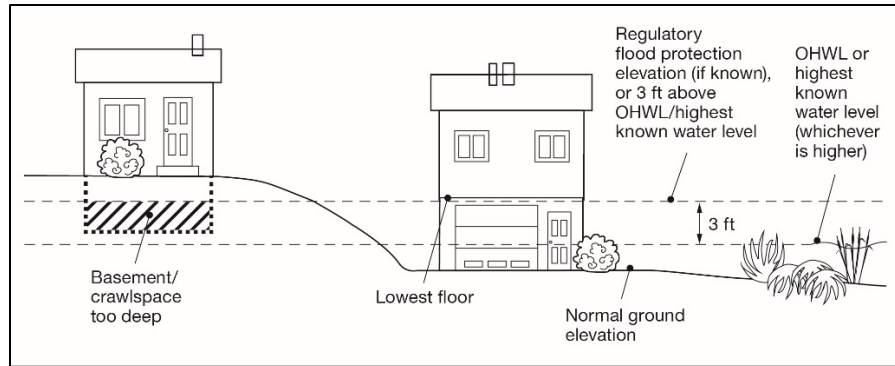
4. Additional structure setbacks. Structures must also meet the following setbacks, regardless of the waterbody classification:

Setback from:	Setback (ft)
Top of bluff	30

Setback from:	Setback (ft)
Unplatted cemetery	50

5. Bluff Impact Zones. Structures and accessory facilities, except stairways and landings, must not be placed within bluff impact zones.
- b. Height of Structures. All structures in residential districts in cities, except churches and nonresidential agricultural structures, must not exceed 35 feet in height.
- c. Lowest Floor Elevation.
 1. Determining elevations. Structures must be placed at an elevation consistent with the applicable floodplain regulatory elevations. Where these elevations are not known, the lowest floor, including basement, must be placed or flood-proofed at an elevation determined using the following methodology:
 - (i) For lakes, by placing the lowest floor at a level at least three feet above the highest known water level, or three feet above the ordinary high water level, whichever is higher (see Figure 10);
 - (ii) For rivers and streams, by placing the lowest floor at least three feet above the highest known flood elevation. If highest known flood elevation is not available, by placing the lowest floor at least three feet above the ordinary high water level (see Figure 10), or by conducting a technical evaluation to establish a flood protection elevation. Technical evaluations must be done by a qualified engineer or hydrologist consistent with Minnesota Rules, parts 6120.5000 to 6120.6200.
 2. Methods for placement.
 - (i) In addition to the lowest floor, all service utilities must be elevated or water-tight to the elevation determined in subsection (f)(4)c.1 above.
 - (ii) If elevation methods involving fill would result in filling in the SIZ, then structures must instead be elevated through floodproofing methods in accordance with (f)(4)c.2.iii below;
 - (iii) If the structure is floodproofed, then it must be built to resist hydrostatic pressure through elevation methods such as blocks, pilings, filled stem walls, elevated concrete pad, internally flooded enclosed areas, or through other accepted engineering practices consistent with FEMA technical bulletins 1, 2 and 3.

Figure 10. Lowest Floor Elevation



- d. Significant Historic Sites. No structure may be placed on a significant historic site in a manner that affects the values of the site unless adequate information about the site has been removed and documented in a public repository.

(5) Water Supply and Sewage Treatment.

- a. Water supply. Any public or private supply of water for domestic purposes must meet or exceed standards for water quality of the Minnesota Department of Health and the Minnesota Pollution Control Agency.
- b. Sewage treatment. Any premises used for human occupancy must be connected to a publicly-owned sewer system, where available or comply with Minnesota Rules, Chapters 7080 – 7081.

(g) Performance Standards for Public and Private Facilities

(1) Placement and Design of Roads, Driveways, and Parking Areas. These facilities must be designed to take advantage of natural vegetation and topography to achieve maximum screening as viewed from public waters. They must be constructed to minimize and control erosion to public waters consistent with the field office technical guides of the local SWCD and comply with the following standards:

- a. Roads, driveways, and parking areas must meet structure setbacks and must not be placed within bluff and shore impact zones, when other reasonable and feasible placement alternatives exist. If no alternatives exist, they may be placed within these areas, and must be designed to minimize adverse impacts;
- b. Watercraft access ramps, approach roads, and access-related parking areas may be placed within shore impact zones provided the vegetative screening and erosion control conditions of this subpart are met;
- c. Private watercraft access ramps, approach roads, and access-related parking areas are prohibited.
- d. For public roads, driveways and parking areas, documentation must be provided by a qualified individual that they are designed and constructed to minimize and control erosion to public waters consistent with the field office technical guides

of the local soil and water conservation district, or other applicable technical materials.

(2) Stairways, Lifts, and Landings. Stairways and lifts are the preferred alternative to major topographic alterations for achieving access up and down bluffs and steep slopes to shore areas. Stairways, lifts, and landings must meet the following design requirements:

- a. Stairways and lifts must not exceed four feet in width on residential lots. Wider stairways may be used for commercial properties, public recreational uses, and planned unit developments;
- b. Landings for stairways and lifts on residential lots must not exceed 32 square feet in area. Landings larger than 32 square feet may be used for commercial properties, public-space recreational uses, and planned unit developments;
- c. Canopies or roofs are not allowed on stairways, lifts, or landings;
- d. Stairways, lifts, and landings may be either constructed above the ground on posts or pilings, or placed into the ground, provided they are designed and built in a manner that ensures control of soil erosion;
- e. Stairways, lifts, and landings must be located in the most visually inconspicuous portions of lots, as viewed from the surface of the public water assuming summer, leaf-on conditions, whenever practical; and
- f. Facilities such as ramps, lifts, or mobility paths for physically handicapped persons are also allowed for achieving access to shore areas, if they are consistent with the dimensional and performance standards of sub items (g)(2)a to (g)(2)e above and the requirements of Minnesota Rules, Chapter 1341.

(3) Water-oriented Accessory Structures or Facilities. Each residential lot may have one water-oriented accessory structure or facility if it complies with the following provisions:

- a. The structure or facility must not exceed ten feet in height, exclusive of safety rails, and cannot occupy an area greater than 250 square feet. The structure or facility may include detached decks not exceeding eight feet above grade at any point or at-grade patios;
- b. The structure or facility is not in the Bluff Impact Zone;
- c. The setback of the structure or facility from the ordinary high water level must be at least ten feet;
- d. The structure is not a boathouse or boat storage structure as defined under Minnesota Statutes, Section 103G.245;

- e. The structure or facility must be treated to reduce visibility as viewed from public waters and adjacent shorelands by vegetation, topography, increased setbacks or color, assuming summer, leaf-on conditions;
- f. The roof may be used as an open-air deck with safety rails, but must not be enclosed or used as a storage area;
- g. The structure or facility must not be designed or used for human habitation and must not contain water supply or sewage treatment facilities;
- h. As an alternative for general development and recreational development waterbodies, water-oriented accessory structures used solely for storage of watercraft and boating-related equipment may occupy an area up to 400 square feet provided the maximum width of the structure is 20 feet as measured parallel to the shoreline; and
- i. Water-oriented accessory structures may have the lowest floor placed lower than the elevation specified in **Subsection (f)(4)c** if the structure is designed to accommodate internal flooding, constructed of flood-resistant materials to the elevation, electrical and mechanical equipment is placed above the elevation and, if long duration flooding is anticipated, the structure is built to withstand ice action and wind-driven waves and debris.

(h) Vegetation and Land Alterations

(1) Purpose. Alterations of vegetation and topography are regulated to prevent erosion into public waters, fix nutrients, preserve shoreland aesthetics, preserve historic values, prevent bank slumping, sustain water quality, and protect fish and wildlife habitat.

(2) Vegetation Management.

- a. Removal or alteration of vegetation must comply with the provisions of this subsection except for:
 - 1. Vegetation alteration necessary for the construction of structures and sewage treatment systems under validly issued permits for these facilities;
 - 2. The construction of public roads and parking areas if consistent with **Subsection (g)(1)** of this ordinance; and
 - 3. Agricultural uses consistent with **Subsection (e)(2)** of this ordinance.
- b. Intensive vegetation clearing in the shore and bluff impact zones and on steep slopes is prohibited.
- c. Limited clearing and trimming of trees and shrubs in the shore and bluff impact zones and on steep slopes, is allowed to provide a view to the water from the principal dwelling and to accommodate the placement of stairways and landings,

picnic areas, access paths, livestock watering areas, beach and watercraft access areas, and permitted water-oriented accessory structures or facilities, provided that:

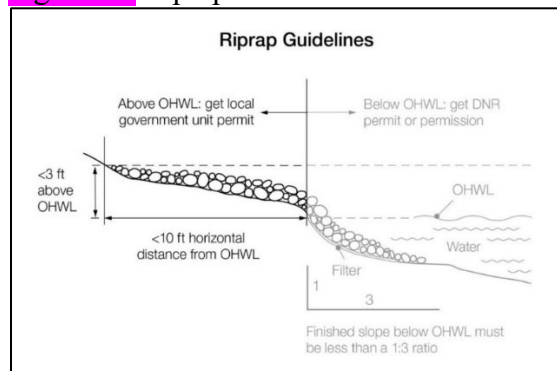
1. Vegetation be maintained to screen structures, vehicles, or other facilities as viewed from the water, assuming summer, leaf-on conditions. The maximum view corridor shall be less than 50 feet or one-third of the parcel width, whichever is less;
 2. Existing shading of water surfaces along rivers is preserved;
 3. Cutting debris or slash shall be scattered and not mounded on the ground; and
 4. Perennial ground cover is retained.
- d. Removal of trees, limbs, or branches that are dead, diseased, dying, or pose safety hazards is allowed without a permit.
 - e. Fertilizer and pesticide runoff into surface waters must be minimized through use of vegetation, topography or both.
 - f. Violations of the vegetation standards shall be subject to a Restoration Order including vegetation restoration plan and a three-year maintenance plan prepared by the land owner and approved by the zoning administrator. Near shore or highly erodible locations are to be restored with a mix of deep-rooted woody and herbaceous vegetation with high stem-density, suitable for the location.

(3) Grading and Filling.

- a. Grading and filling activities must comply with the provisions of this subsection except for the construction of public roads and parking areas if consistent with **Subsection (g)(1)** of this ordinance.
- b. Permit Requirements.
 1. Grading, filling and excavations necessary for the construction of structures, sewage treatment systems, and driveways, if part of an approved permit, do not require a separate grading and filling permit. However, the standards in **Subsection (h)(3)c** of this ordinance must be incorporated into the permit.
 2. For all other work, including driveways not part of another permit, a grading and filling permit is required for:
 - (i) the movement of more than 10 cubic yards of material on steep slopes or within shore or bluff impact zones; and
 - (ii) the movement of more than 50 cubic yards of material outside of steep slopes and shore and bluff impact zones.

3. placement of retaining walls, including boulder walls within the SIZ and BIZ provided that:
 - (i) if the project includes work at or below the OHWL, the commissioner has already approved or permitted the project.
 - (ii) the structures are used only to correct a documented existing erosion problem and not for aesthetic reasons.
 - (iii) the height and length are the minimum necessary to control the erosion problem and are not higher than 4 feet or longer than 10 feet, unless the zoning administrator determines that a larger wall is necessary to correct the erosion problem; and
 - (iv) walls are screened by vegetation to not be visible from the waterbody.
4. Placement of natural rock rip rap, including associated grading of the shoreline and placement of a filter blanket is permitted if:
 - (i) if the project includes work at or below the OHWL, the commissioner has already approved or permitted the project;
 - (ii) the finished slope does not exceed three feet horizontal to one-foot vertical;
 - (iii) the landward extent of the riprap is within ten feet of the ordinary high water level; and
 - (iv) the height of the riprap above the ordinary high water level does not exceed three feet (see Figure 11).
 - (v) A vegetative buffer, consisting of deep rooted and woody vegetation, is to be established at a distance no less than ten feet from the landward extent of the riprap.

Figure 11. Riprap Guidelines



- c. Grading, filling and excavation activities must meet the following standards:

1. Grading or filling of any wetland must meet or exceed the wetland protection standards under Minnesota Rules, Chapter 8420 and any other permits, reviews, or approvals by other local state, or federal agencies such as watershed districts, the DNR or US Army Corps of Engineers;
 2. Land alterations must be designed and implemented to minimize the amount of erosion and sediment from entering surface waters during and after construction consistently by:
 - (i) Limiting the amount and time of bare ground exposure;
 - (ii) Using temporary ground covers such as mulches or similar materials;
 - (iii) Establishing permanent vegetation cover as soon as possible;
 - (iv) Using sediment traps, vegetated buffer strips or other appropriate techniques;
 - (v) Stabilizing altered areas to acceptable erosion control standards consistent with the field office technical guides of the soil and water conservation district;
 - (vi) Not placing fill or excavated material in a manner that creates unstable slopes. Plans to place fill or excavated material on steep slopes must be reviewed by qualified professionals for continued slope stability and must not create finished slopes of 30 percent or greater;
 - (vii) Fill or excavated material must not be placed in bluff impact zones;
 - (viii) Any alterations below the ordinary high water level of public waters must first be authorized by the commissioner under Minnesota Statutes, Section 103G; and
 - (ix) Alterations of topography are only allowed if they are accessory to permitted or conditional uses and do not adversely affect adjacent or nearby properties
 - d. Connections to public waters. Excavations to connect boat slips, canals, lagoons, and harbors to public waters require a public waters permit and must comply with Minnesota Rules, Chapter 6115.
- (4) Stormwater Management.
- a. General Standards:
 1. When possible, existing natural drainageways, and vegetated soil surfaces must be used to convey, store, filter, and retain stormwater runoff before discharge to public waters.

2. Development must be planned and conducted in a manner that will minimize the extent of disturbed areas, runoff velocities, erosion potential, and reduce and delay runoff volumes. Disturbed areas must be stabilized as soon as possible and appropriate facilities or methods used to retain sediment on the site.
3. When development density, topography, soils, and vegetation are not sufficient to adequately handle stormwater runoff, constructed facilities such as settling basins, skimming devices, dikes, waterways, ponds and infiltration may be used. Preference must be given to surface drainage, vegetation, and infiltration rather than buried pipes and man-made materials and facilities.

b. Specific Standards:

1. Impervious surfaces of individual lots shall be established in the approval process as follows:
 - (i) Individual lots within a subdivision established in accordance with the Standard Lake Minimum Lot Area and Width Standards in [Subsection \(f\)\(2\)e](#) or the Standard River/Stream Minimum Lot Width Standard in [Subsection \(f\)\(2\)f](#) must not exceed 25 percent of the lot area.
 - (ii) Individual residential lots established in accordance with the Alternative Development Standards in [Subsection \(j\)](#) must not exceed 50 percent of the lot area and the entire development project or subdivision shall not have an impervious surface exceeding 25 percent of the total project area.
2. Subdivisions developed in accordance with the Alternative Development Standards in [Subsection \(j\)](#) must use either biofiltration or iron-enhanced sand as regulated by Chapter 117 Stormwater Management if the development is not able to use infiltration. Standards for these alternative methods include:
 - (i) If biofiltration is used, the required stormwater runoff treatment volume shall be multiplied by 1.82 (e.g. 55% filtration credit).
 - (ii) If iron-enhanced sand is used as a filtration media, the required stormwater treatment volume shall be multiplied by 1.25 (e.g. 80% filtration credit).
3. When constructed facilities are used for stormwater management, documentation must be provided by a qualified individual that they are designed and installed consistent with the field office technical guide of the local soil and water conservation district or the Minnesota Stormwater Manual, as applicable.

4. New constructed stormwater outfalls to public waters must be consistent with Minnesota Rules, part 6115.0231

(i) Subdivision/Platting Provisions

- (1) Purpose. To ensure that new development minimizes impacts to shoreland resources and is safe and functional.
- (2) Land suitability. Each lot created through subdivision must be suitable in its natural state for the proposed use with minimal alteration. A suitability analysis must be conducted for each proposed subdivision to determine if the subdivision is suitable in its natural state for the proposed use with minimal alteration and whether any feature of the land is likely to be harmful to the health, safety, or welfare of future residents of the proposed subdivision or of the community.
- (3) Consistency with other controls. Subdivisions and each lot in a subdivision shall meet all official controls so that a variance is not needed later to use the lots for their intended purpose.
- (4) Water and Sewer Design Standards.
 - a. A potable water supply and a sewage treatment system consistent with Minnesota Rules, Chapters 7080 – 7081 must be provided for every lot.
 - b. Each lot must include at least two soil treatment and dispersal areas that support systems described in Minnesota Rules, parts 7080.2200 to 7080.223 or site conditions described in part 7081.0270, subparts 3 to 7, as applicable.
 - c. Lots that would require use of holding tanks are prohibited.
- (5) Dedications. When a land or easement dedication is a condition of subdivision approval, the approval must provide easements over natural drainage or ponding areas for management of stormwater and significant wetlands.
- (6) Platting. All subdivisions that create five or more lots or parcels that are 2-1/2 acres or less in size shall be processed as a plat in accordance with Minnesota Statutes, Chapters 462.358 Subd. 3a (cities) and 505. No permit for construction of buildings or sewage treatment systems shall be issued for lots created after the adoption of this ordinance unless the lot was previously approved as part of a formal subdivision.

(j) Residential Alternative Development Standards

- (1) Purpose. To establish alternative dimensional and performance standards that protect shoreland resources from the impact of development while providing flexibility for residential development to achieve the City's comprehensive plan.
- (2) Applicability.
 - a. Subdivisions which need flexibility from standards found elsewhere in the City's zoning and subdivision regulations must be processed using a rezoning to a

planned unit development following [Section 125-29](#). After December 31, 2024 , a planned unit development in the shoreland overlay district shall not deviate from Shoreland Management standards in this section..

- b. Subdivisions developed under the standards of this section shall be exempted from the standards of [Subsection \(f\)\(2\)e or \(f\)\(2\)f](#) unless otherwise specified below.
 - c. Subdivisions using the Alternative Development Standards shall be labeled as ADS on the zoning map and documented in the Preliminary Plat Resolution.
- (3) Developments with R-2 Single Family Residential or R-3 Mid-Density Family Residential base zoning
- a. Minimum standards
 - 1. All lots shall be connected to public sewer and water.
 - 2. A strip of land along the shoreline of a public water shall be dedicated to the City from the ordinary high water line (OHWL) to a point ([Figure 12](#)):
 - (i) 75 feet from the OHWL around a Natural Environment Lake.
 - (ii) 38 feet from the OHWL around a Recreational Development Lake.
 - 3. Lot area and lot width standards shall meet the requirements of the respective zoning district.
 - (i) Only lands above the OHWL and excluding right-of-way can be used to meet lot area and width standards.
 - (ii) Lot width standards must be met at both the OHWL and at the building line.
 - 4. All structures shall meet the requirements of [Subsection \(f\)\(3\) and \(f\)\(4\)](#) ([Figure 12](#)). The OHWL setback includes the strip of land created through [Subsection \(j\)\(3\) a.2.](#)

[Figure 12](#). Shoreline land dedicated to City

- (ii) The portion of open space outside of the shore impact zone may be preserved within a conservation easement managed by a homeowners association.
 - (iii) For the purposes of calculating the percentage of open space, only road right-of-way may be removed from the project area.
- 2. At least 75% of the designated open space shall be contiguous with no portion less than 20 feet wide. Such open space may be divided by the road(s) constructed within the development.
- 3. Open space must include:
 - (i) Areas with physical characteristics unsuitable for development in their natural state;
 - (ii) Areas containing significant historic sites or unplatted cemeteries; and
 - (iii) At least 70% of the shore impact zone shall be preserved in its natural or existing state.
- 4. Open space may include:
 - (i) Outdoor recreational facilities for use by owners of dwelling units and by the general public; and
 - (ii) Non-public water wetlands.
- 5. Open space shall not include:
 - (i) Individual private lots, including yards. Outlots or lots owned in common by an owners association may be counted as open space if all the Open Space Maintenance and Administration Requirements section below are met.
 - (ii) Dwelling units or structures, except water-oriented accessory structures or facilities;
 - (iii) Road rights-of-way or land covered by road surfaces and parking areas;
 - (iv) Land below the OHWL of public waters; and
 - (v) Commercial facilities or uses.
- 6. Open Space Maintenance and Administration Requirements
 - (i) Open space preservation. The appearance of open space areas, including topography, vegetation, and allowable uses, must be preserved and maintained by use of deed restrictions, covenants, permanent easements, public dedication, or other equally effective and permanent means. The instruments must prohibit:

- (i) Commercial uses (for residential PUD's);
 - (ii) Vegetation and topographic alterations other than routine maintenance;
 - (iii) Construction of additional buildings or storage of vehicles and other materials; and
 - (iv) Uncontrolled beaching of watercraft.
- (ii) Development organization and functioning. Unless an equally effective alternative community framework is established, all residential subdivisions must use an owners association with the following features:
 - (i) Membership must be mandatory for each dwelling unit or dwelling site owner and any successive owner;
 - (ii) Each member must pay a pro rata share of the association's expenses, and unpaid assessments can become liens on units or dwelling sites;
 - (iii) Assessments must be adjustable to accommodate changing conditions; and
 - (iv) The association must be responsible for insurance, taxes, and maintenance of all commonly owned property and facilities.
- (4) Developments with R-4 Mixed-Density Family Residential or R-5 High Density Residential base zoning
 - a. Minimum standards
 - 1. All lots shall be connected to public sewer and water.
 - 2. A strip of land along the shoreline of a public water shall be dedicated to the City from the ordinary high water line (OHWL) to a point (Figure 12):
 - (i) 75 feet from the OHWL around a Natural Environment Lake.
 - (ii) 38 feet from the OHWL around a Recreational Development Lake.
 - 3. Lot area and lot width standards shall meet the requirements of the respective R-4 Mixed-Density Residential District or R-5 High Density Residential District.
 - (i) Only lands above the OHWL and excluding right-of-way can be used to meet lot area and width standards.
 - (ii) Lot width standards must be met at both the OHWL and at the building line.

4. All structures shall meet the requirements of Subsection (f)(3) and (f)(4) (Figure 12). The OHWL setback includes the strip of land created through Subsection (j)(3)a.2.

b. Impervious Surface

1. Lots for lofts, flats, and apartments shall have no more than 75% impervious provided that stormwater BMPs/MIDs are implemented to meet City of Rogers and Elm Creek Watershed regulations.
2. All projects, and portions of projects that do not include lofts, flats, or apartments, shall:
 - (i) Have no more than 25% of the project area, excluding road right-of-way in impervious surfaces.
 - (ii) Have no more than 50% for an individual lot, excluding townhomes
 - (iii) Have no more than 75% of an individual townhome lot. Building pads for attached townhomes may be up to 100% impervious surface as long as the open space around the building pad is preserved in a homeowners association.
3. When calculating the percentage of impervious surface for the project area, the following shall apply:
 - (i) Any portion of the project which is designated to meet shoreland buffer or open space requirements can be included in the project area if it is dedicated to the City or included in a conservation easement managed by the homeowners association.
 - (ii) Individual lots, except for lofts, flats, and apartments, always be assumed to have the maximum allowed impervious surface.

c. Landscaping for lofts, flats, and apartments

1. Stormwater management facilities shall be surrounded by a buffer strip meeting the following criteria:
 - (i) The buffer strip must be least 10 feet in width.
 - (ii) Vegetation within the buffer shall be selected based on the stormwater facility and its ability to support the stormwater treatment and provide habitat.
 - (iii) Both an establishment plan and a maintenance plan shall be adopted as part of the approval process. The establishment plan shall require owner responsibility for reseeding and/or replanting within the first two years as needed.

2. Open areas of the site must be planted to provide:
 - (i) At least one (1) overstory tree for every 150 lineal feet of site perimeter. The overstory trees shall be placed at least 40 feet apart.
 - (ii) At least 30% of the setback areas along the site perimeter shall be planted with two staggered rows of deciduous shrubs. Shrubs shall not be planted closer than four (4) feet on center or five (5) feet from the property line or a fence. Shrubs shall be arranged to lessen the visual gap between the trees.
 3. Riparian developments whose shorelines have been altered by human activity shall restore at least 40% of the shoreline with vegetation consistent with the natural cover of other areas of the shoreline. A planting plan which is acceptable to City Staff shall be submitted that demonstrates how restoration will occur.
- d. Open Space.
1. Developments, except for those with lofts, flats, or apartments, shall meet the open space requirements as outlined for the R-2 and R-3 zoning districts above.
 2. Common recreational space for lofts, flats, and apartments
 - (i) Each loft, flat, or apartment development shall provide a minimum of 200 square feet per residential unit as common recreational space not available to the general public. Common recreational spaces shall not include private space used exclusively for a single unit's residents.
 - (ii) Common recreational space means designed outdoor space intended for passive or active recreation that is accessible and suited to the needs of the development's residents, and shall generally have the following characteristics:
 - (i) Functional and aesthetic design that relates to the principal building or buildings, with clear edges, including seating, landscaping, recreational facilities, sidewalk connections, and other amenities;
 - (ii) May be designed as courtyards, plazas, picnic areas, swimming pools, playground, rooftop patios/gardens, or trails within natural areas;
 - (iii) Does not include driveways, parking areas, steep slopes, or stormwater ponds;
 - (iv) Compatible with or expands upon existing pedestrian connections and public parks or open space; and

- (v) At least one contiguous common recreational space shall be provided per development that is at least 2,000 square feet in size and 20 feet in width.

SECTION 4. This Ordinance shall take effect and be in force immediately after its passage and publication in accordance with applicable law.

Dated the 26th day of November, 2024.

Mayor

ATTEST:

City Clerk

RESOLUTION 2024-121

A RESOLUTION AUTHORIZING SUMMARY PUBLICATION OF ORDINANCE NO. 2024-08, ORDINANCE NO. 2024-09, AND ORDINANCE 2024-10

WHEREAS, the City Council of the City of Rogers adopted Ordinance No. 2024-08 titled “AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE DEFINITIONS RELATED TO SHORELAND REGULATIONS IN THE CITY OF ROGERS”, and

WHEREAS, the City Council of the City of Rogers adopted Ordinance No. 2027-09 titled “AN ORDINANCE AMENDING CITY CODE CHAPTER 117, SECTION 117-7 RELATED TO STORMWATER MANAGEMENT IN THE SHORELAND DISTRICT”, and

WHEREAS, the City Council of the City of Rogers adopted Ordinance No. 2027-10 titled “AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE BY ADDING SECTION 125-100 TO ADDRESS SHORELAND MANAGEMENT”, and

WHEREAS, in the case of lengthy ordinances or those containing charts or maps, Minnesota state law allows the City Council to approve, by a four-fifths vote, the publication of an Ordinance by title and summary only; and

WHEREAS, the expense to publish the complete text of Ordinance No. 2024-08, 2024-09 and 2024-10 is not justified; and

WHEREAS, the following summary clearly informs the public of the intent and effect of the ordinance.

NOW THEREFORE, IT IS HEREBY RESOLVED, by the City Council of the City of Rogers, Hennepin County, Minnesota, that the following summary is hereby approved for official publication:

Summary of Ordinance 2024-08

AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE DEFINITIONS RELATED TO SHORELAND REGULATIONS IN THE CITY OF ROGERS

On November 26, 2024, the Rogers City Council passed Ordinance 2024-08, updating definitions in the Unified Development Code for Shoreland Management. The ordinance revises terms such as "Accessory Building," "Deck," and "Planned Unit Development" and introduces new definitions relevant to shoreland use and regulations. The full text of the Ordinance may be reviewed at City Hall, located at 22350 South Diamond Lake Road, Rogers, MN 55374. The ordinance can also be viewed online at our website <http://rogersmn.gov>.

Summary of Ordinance 2024-09

**AN ORDINANCE AMENDING CITY CODE CHAPTER 117, SECTION 117-7
RELATED TO STORMWATER MANAGEMENT IN THE SHORELAND DISTRICT**

On November 26, 2024, the Rogers City Council passed Ordinance 2024-09, enhancing stormwater management criteria in the Shoreland Overlay District. The ordinance introduces requirements for alternative stormwater management methods, such as biofiltration and iron-enhanced sand filtration, to reduce runoff impacts when associated with certain shoreland developments. The full text of the Ordinance may be reviewed at City Hall, located at 22350 South Diamond Lake Road, Rogers, MN 55374. The ordinance can also be viewed online at our website <http://rogersmn.gov>.

Summary of Ordinance 2024-10

**AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE BY ADDING
SECTION 125-100 TO ADDRESS SHORELAND MANAGEMENT**

On November 26, 2024, the Rogers City Council passed Ordinance 2024-10, repealing the previous Shoreland Protection Appendix and introducing comprehensive Shoreland Management regulations in Section 125-100 of the Unified Development Code. This ordinance establishes classifications for shorelands, defines performance standards for land use, and aligns local policies with state statutes to protect and manage shorelands effectively. The full text of the Ordinance may be reviewed at City Hall, located at 22350 South Diamond Lake Road, Rogers, MN 55374. The ordinance can also be viewed online at our website <http://rogersmn.gov>.

Moved by Councilmember _____, seconded by Councilmember _____;

The following voted in favor of said resolution:

The following voted against the same:

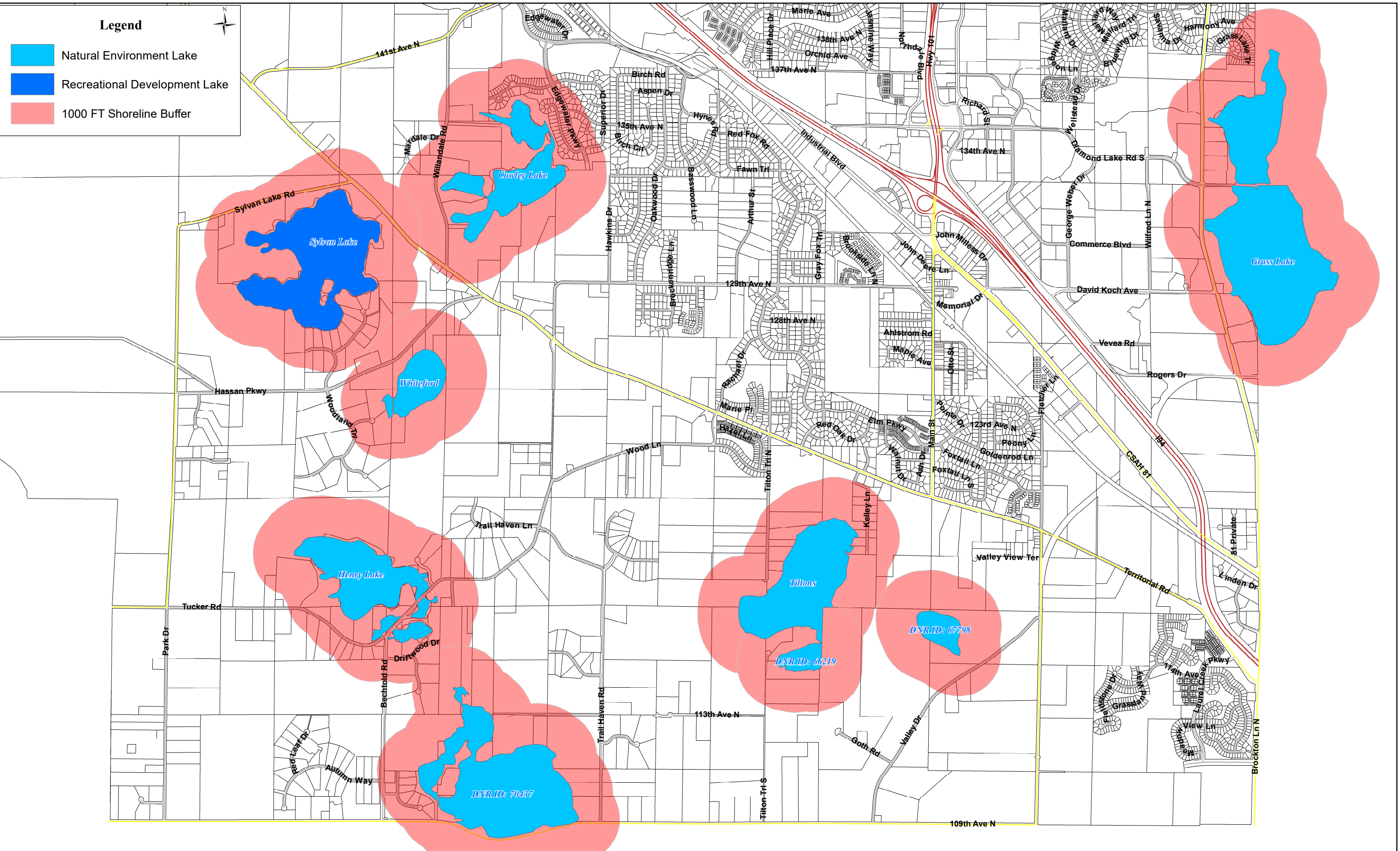
The following abstained:

Whereupon said resolution was declared duly passed and adopted, and was signed by the Mayor, and attested by the City Clerk dated this 26th day of November, 2024.

ATTEST:

Rick Ihli, Mayor

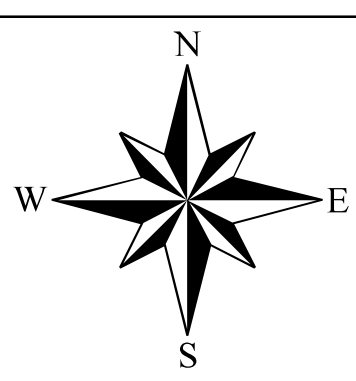
Stacie Brown, City Clerk





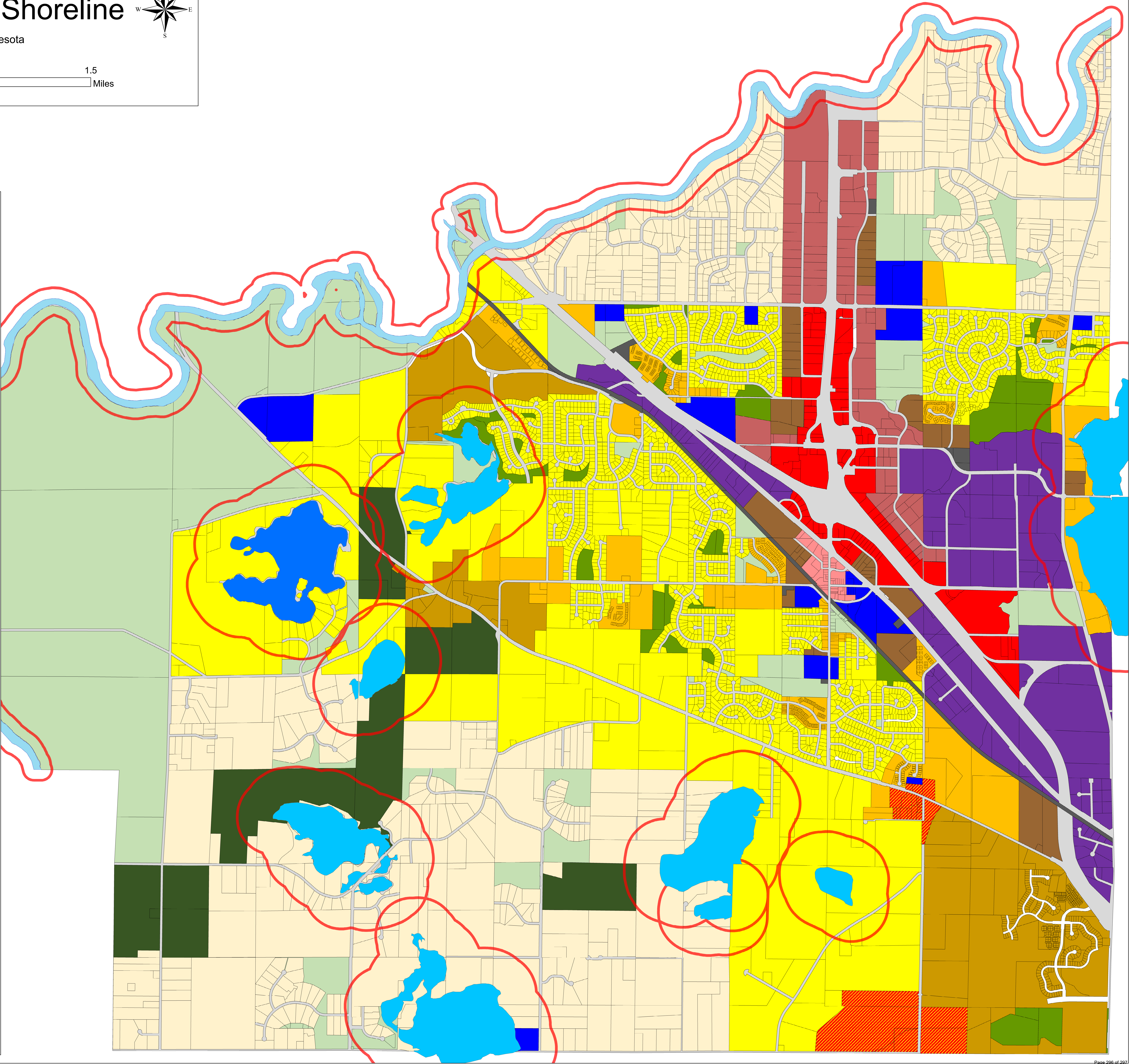
Land Use and Shoreline

City of Rogers, Minnesota



Legend

- Crow River
- Natural Environment Lake
- Recreational Development Lake
- Shoreline Buffer
- Land Use**
 - Rural Residential - 0.10 to 2 unit per acre
 - Low Density Residential - 2 to 5 units per acre
 - Medium Density Residential - 5 to 11 units per acre
 - High Density Residential - 11 to 60 units per acre
 - Mixed Residential - 4 to 15 units per acre
 - Mixed Use Regional - 8 to 60 units per acre
 - Mixed Use Neighborhood - 3 to 6 units per acre
 - Mixed Use Downtown - 8 to 40 units per acre
 - Commercial
 - Industry
 - Park & Open Space
 - Protected Resources
 - Agriculture Preserve
 - Institutional
 - Utility/Railroad



Zoning and Shoreline City of Rogers, MN



Rogers, Minnesota
Public Works Department
Geographic Information Systems
04 November 2024

Legend

-  Crow River
-  Natural Environment Lake
-  Recreational Development Lake
-  Shoreline Buffer

Zoning

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

