



AGENDA

Rogers City Council

December 10, 2024 - 7:00 PM

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

2. OPEN FORUM

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

3. PRESENTATIONS

3.1 Recognize Donors for 2024 Shop with a Cop Event

3.2 Recognize Election Judges

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 26, 2024 City Council Meeting Minutes

5.2 Approval of Bills and Claims

5.3 Canceling the December 24, 2024 Worksession and the December 24, 2024 City Council Meeting

5.4 Approval of 2025 Tobacco Licenses

- 5.5 Approval of On-Sale, 3.2 Wine Combination, 3.2 Liquor, Brewer Tap Room On-Sale, and Brewer Off-Sale Licenses
- 5.6 Approval of Resolution No. 2024-120 Accepting USPCA AKC Reunite 2024 K9 Grant to the Rogers Police Department
- 5.7 Approval of Updated Capital Asset Policy
- 5.8 Approval of Purchase for Fire Station 1 Building Signage
- 5.9 Approval of Title Change to Paid-On-Call Assistant Fire Chief Job Description
- 5.10 Approval of Fire Inspector Educator Job Description
- 5.11 Approval of Rogers Fire Department Handbook Updates
- 5.12 Approve Professional Services Agreement with Braun Intertec Corporation for Geotechnical Services for 2025 Pavement Management Project, City Project No. 2501
- 5.13 Approval of Resolution 2024-126 Supporting the Submission of a Minnesota Brownfields BDFP Grant Application for the Creation of a Response Action Plan (RAP) for the Civic Campus Site
- 5.14 Approval of Resolution No. 2024-127 Approving a Lot Combination Involving the Property at 23500 Saddle Ridge Drive
- 5.15 Approval of Resolution 2024-128 Authorizing Letter of Credit Reduction for Shores at Sylvan Lake
- 5.16 Motion to Schedule a Worksession at 5:30 p.m. on January 14th, 2025 to discuss the Shoreland Management and Sign Ordinances

6. PUBLIC HEARINGS

7. GENERAL BUSINESS

- 7.1 Approval of 2025 Final Budget and Levy Certifications
 - Open for Public Comment
 - Adopt the 2025 Budget
 - Approval of Resolution No. 2024-125, A Resolution Setting the 2024 General and Special Levies
- 7.2 Items Related to Police Department Axon Contract and Axon (UAV) Drone System
 - Accept Public Comment Prior to the Police Department Purchasing and

Implementing the Axon UAV (Drone) System, Pursuant to Minnesota
Sec. 626.19 MN Statutes

- Approval to Renew 5-Year Axon Contract for 2025-2029

8. CORRESPONDENCE AND REPORTS

9. ADJOURN TO CLOSED SESSION

9.1 City Council Annual Performance Review of City Administrator

10. ADJOURN



STAFF REPORT

Meeting Date: December 10, 2024

ROGERS CITY COUNCIL

Agenda Item: 3.1

Subject: Recognize Donors for 2024 Shop with a Cop Event

Prepared By: Dan Wills, Chief of Police

Recommended Council Action

Overview / Background / Analysis

The Rogers Police Department will once again be hosting our annual Shop with a Cop event on December 12, 2024. This event allows families in need in our community to experience a happy holiday experience with our staff, and this would not be possible without the generosity of our local business partners and volunteers. We would especially like to thank the following donors:

- Rogers Lions Club: \$5,000 donation
- Vision Transportation: Donation of buses for transportation to Target and back
- DiMagio's Pizza: Donation of pizza for the event at a significantly reduced price.
- Target: \$500 Target Public Safety Engagement eGiftCard, Retail host and donation of Event Center treats

We are grateful to have such wonderful community support for this event. Thank you!

Staff Recommendation

Recognize Donors for Shop with a Cop Event

Financial Impact:

Source Fund:

Budgeted? N/A

Supporting Documentation

None



STAFF REPORT

Meeting Date: December 10, 2024

ROGERS CITY COUNCIL

Agenda Item: 3.2

Subject: Recognize Election Judges

Prepared By: Stacie Brown, City Clerk

Recommended Council Action

Overview / Background / Analysis

Over the course of 2024, over sixty volunteer Election Judges have served through three election cycles. The City has been very fortunate to have so many individuals who are willing to share their time and talents, and staff would like to acknowledge all Judges who served this year.

Within the three election cycles this year, a team of eight Absentee Judges alternated working alongside the City Clerk through over 100 days/600 hours of in-person Absentee voting. While a limited number of residents voted early in the March and August elections, the General Election saw an overwhelming turnout of in-person Absentee voters. Thanks to the hard work and dedication of our Absentee Judges, 4,171 in-person early voters were served, the majority in the 18 days prior to Election Day. With an additional 906 residents having voted by mail, a total of 5,077 residents voted before Election Day; almost half of the registered voters in the City of Rogers. Staff would like to acknowledge the contributions of our Absentee Judges throughout 2024, especially during the General Election.

For Election Day staffing, we have shifted to a team format for Head Judges at each precinct, with a shared approach to responsibilities. This allows for collaboration in working with the various tasks handled by Head Judges, and ensures more support for everyone working throughout the precinct. We truly appreciate our Head Judge team for stepping up, and for working collaboratively to manage the precincts and multiple duties of their roles.

Of those who served over the course of this year, staff would like to share special recognition for Judi Volkers and Mary Schlegel. Judi and Mary have each served as Head Judges for over 30 years, through countless changes in election processes. On behalf of the City, Assistant Administrator Scharber and City Clerk Brown would like to thank Judi and Mary for decades of dedication and contributions.

Staff Recommendation

Financial Impact:

Source Fund:

Budgeted? N/A

Supporting Documentation

None



STAFF REPORT

Meeting Date: December 10, 2024

ROGERS CITY COUNCIL

Agenda Item: 5.1

Subject: Approval of November 26, 2024 City Council Meeting Minutes

Prepared By:

Recommended Council Action

Overview / Background / Analysis

Staff Recommendation

Motion to approve the November 26, 2024 City Council meeting minutes.

Financial Impact:

Source Fund:

Budgeted?

Supporting Documentation

A. 11262024min

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 26, 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, Shannon Klick, Mark Eiden and Amy Enga.

Council excused: Kevin Jullie

2. Open Forum

No one came forward.

3. Presentations

None.

4. Approve Agenda

Set as submitted.

5. Consent Agenda

- 5.1 Approval of the 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 Road 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. 2409
- 5.10 Approve Contract for 2025 Embedded Systems Siren Maintenance Contract

Councilor Eiden moved, Councilor Klick seconded a motion approving the Consent Agenda. Motion carried 4-0.

6. Public Hearings

- 6.1 Public Hearing to Consider Adopting the Following Ordinances:

- **Ordinance 2024-12; An Ordinance Adopting the 2025 Master Fee Schedule for the City of Rogers**
- **Ordinance 2024-13; An Ordinance Establishing Utility Rates for Sanitary Sewer, Water, and Storm Water within the City of Rogers**
- **Resolution 2024-118; A Resolution Authorizing Summary Publication of Ordinance 2024-12**
- **Resolution 2024-119; A Resolution Authorizing Summary Publication of Ordinance 2024-13**

Finance Director Bruska shared an overview on Ordinance 2024-12, noting changes to the Master Fee Schedule. She explained that there is one central Ordinance for all fees, and the process for reviewing and adjusting fees. Bruska listed additions, removals and adjustments to the fee schedule, noting that rental-related and parks charges are reviewed to make sure costs are covered and are in line with market rates.

Bruska continued with a review of Ordinance 2024-13, related to utility rates. She explained that the utility funds are intended to be self-sustaining, and user rates should cover costs associated with each fund. For water, at a minimum, revenue should cover operations and debt service. A 15% increase was implemented last year, and the same is recommended for 2025. For sanitary sewer, revenue should also cover operating expenses. A large portion of this budget (60%) is Met Council wastewater charges, which have gone up 4.22%. A 5% increase is recommended for 2025. The stormwater fund has remained relatively stable, and a 5% increase is recommended to keep the fund healthy.

Within the utility budgets, a rate study has been included for 2025, and late fees have been increased from 1.5% to 3%, which reflects staff time spent managing late accounts. Bruska noted this is low compared to other cities. She presented rate statistics for surrounding cities, with Rogers being in the average range for 2024 (2025 projections are not yet available).

Mayor Ihli opened the Public Hearing at 7:12 p.m. No persons addressed the Council.

Mayor Ihli moved, Councilor Eiden seconded a motion to close the Public Hearing at 7:16 p.m. Motion carried 4-0.

Councilor Eiden moved, Councilor Enga seconded a motion approving Ordinance 2024-12, adopting the 2025 Master Fee Schedule for the City of Rogers. Motion carried 4-0.

Councilor Eiden moved, Councilor Klick seconded a motion approving Ordinance 2024-13, establishing utility rates for sanitary sewer, water, and storm water within the City of Rogers. Motion carried 4-0.

Councilor Eiden moved, Councilor Enga seconded a motion approving Resolution 2024-118, authorizing summary publication of Ordinance 2024-12. Motion carried 4-0.

Councilor Eiden moved, Councilor Enga seconded a motion approving Resolution 2024-119, authorizing summary publication of Ordinance 2024-13. Motion carried 4-0.

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

• Resolution 2024-116; Approving the Vacation of a Portion of Easements and Right-of-Way at 14000 Veit Place

Community Development Director Angell shared a background on this item. Since Veit & Company moved to its current location in Rogers in the early 1980's, the company has grown significantly, and the streets have shifted. On the Consent Agenda tonight is approval of a site plan, preliminary and final plat to accommodate the expansion of Veit's headquarters and to clean up how the property currently sits. Angell shared an arial image of the parcel and described each of the easements in detail. Because there is public water adjacent to the site, additional time is needed for the Department of Natural Resources to review. No comments are anticipated from the DNR, however staff recommends tabling the item to allow time for response. The item would then come back to Council, likely at the second meeting in January.

Mayor Ihli opened the Public Hearing at 7:16 p.m. No persons addressed the Council.

Ihli moved, Eiden seconded a motion to close the Public Hearing at 7:16 p.m. Motion carried 4-0.

City Attorney Vose advised that in the event that comments are received from the DNR, the Public Hearing would need to be reopened to admit those comments.

Klick moved, Eiden seconded a motion to table Item 6.2. Motion carried 4-0.

6.3 Adopt Ordinance 2024-11; Xcel Energy Electric Franchise Ordinance and Summary Ordinance 2024-11

Public Works Director/City Engineer Cote provided details on the previous 20-year Franchise Ordinance, which expired earlier this month and has been extended until an update takes effect. Cote shared a background on Xcel Energy, the largest energy provider in the community. He reviewed changes since the previous Ordinance, including Statutory updates. Ordinance 2024-11 has been posted on the City website for over 10 days as required by Statute, and if adopted, the Summary Ordinance will be published in the North Crow River News.

Mayor Ihli opened the Public Hearing at 7:22 p.m. No persons addressed the Council.

Ihli moved, Eiden seconded a motion to close the Public Hearing at 7:22 p.m. Motion carried 4-0.

Ihli moved, Klick seconded a motion approving Ordinance 2024-11; Xcel Energy Electric Franchise Ordinance and Authorizing Publication of 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 Summary Publication of the Ordinances

Community Development Director Angell presented a background on Cannabis in Minnesota, which was legalized in 2023. Through legislation, a basic framework was established for cannabis business operations, and led to the creation of the Office of Cannabis Management (OCM). Cities have fairly limited discretion on what regulations can be put in place, with the exception of buffer zones, capping the number of retailers, and the option to maintain registrations at a city level. Angell explained the licensing structure for Cannabis business, with main licenses being obtained through the OCM.

Previous discussions on this topic have taken place at a goal-setting meeting and a workshop over the course of the year. Once a model Ordinance was provided by the OCM, staff worked with the City Attorney to draft the Ordinances before Council tonight. The Zoning Ordinance (2024-06) establishes definitions related to various types of Cannabis businesses, and amends the use table to add these business within the areas where they may locate based on zoning districts. Ordinance 2024-07 establishes a registration process, which includes compliance checks. The fee schedule contains penalties for violations.

Included in the proposed Ordinance is a cap of one retailer per 12,500 residents (two retailers based on Rogers population), and buffers of 1,000 feet from schools, 500 feet from park facilities geared toward children (ballfields/playgrounds), 500 feet from daycare facilities, and 500 feet from other cannabis businesses. These are all maximum distances allowed by Statute. The Ordinance also includes a cap on hours of operation from 10:00 a.m. – 9:00 p.m.

The Ordinances were reviewed at the November Planning Commission meeting, and most questions were related to what can/cannot be done and clarifying the State law. There were no changes recommended to the proposed language, and the Commission unanimously recommended approval of both Ordinances.

Councilor Klick asked for clarification on capping the number of business; if this refers to manufacturing and retail. Angell explained this refers specifically to retailers. Klick asked if the cap increases to two once the population exceeds 12,500. Angell confirmed that it needs to be two based on surpassing 12,500. He noted that there is a provision that if one per 12,500 county-wide is surpassed, it could be restricted at that point. City Attorney Vose added that Angell is working with a colleague on this, as a few cities are taking the view of one per 12,500 population and not two until 25,000 population. Vose stated this is one of many examples of how the law may be litigated, and he feels staff are taking the appropriate (conservative) approach in their interpretation.

Eiden moved, Enga seconded a motion approving Ordinance 2024-06 Amending the Unified Development Code Related to Cannabis and Hemp Businesses in the City of Rogers. Motion carried 4-0.

Klick moved, Eiden seconded a motion approving Ordinance 2024-07 Establishing Licensing Procedures and Regulations Related to Cannabis Businesses. Motion carried 4-0.

Klick moved, Eiden seconded a motion approving Resolution 2024-117; Authorizing Summary Publication of Ordinances 2024-06 and 2024-07. Motion carried 4-0.

7.2 Consideration of the 1st Amendment to the Purchase Agreement with Jacob Ventures, LLC (dba Ray J's American Grill)

Community Development Director Angell reviewed details of the 1st Amendment to the Purchase Agreement for the sale of City-owned property adjacent to Ripple Effect Brewing. The buyer has requested a slight reduction to the sale price based on soil borings which came back in geotechnical work. When the initial offer price was made, it was based on the borings showing 1.5 inches of topsoil, however the borings they've obtained show a lot more; up to 7 inches of fill in some areas. This will need to be removed and placed under the sand at a cost of \$40,000. The buyer initially requested a price reduction of \$40,000, however negotiations have brought the proposed reduction to \$30,000. No other components of the agreement would change, and closing would be anticipated in the first quarter of 2025.

Eiden asked for clarification on the corrections needed. Angell explained that the extent of the topsoil is the issue, and the fill will need to be dropped below the sand – which is currently at the lowest point. It is at the appropriate elevation for development, however to make the site work, the fill and sand will need to be flipped.

Klick moved, Enga seconded a motion approving the 1st Amendment to the Purchase Agreement with Jacob Ventures, LLC (dba Ray J's American Grill). Motion carried 4-0.

7.3 Review and Provide Comments for Residential Development Concept Plan by Benzinger Homes at 23415 Wood Lane – Wood Lane Villas

City Planner Henderson reviewed a concept plan application for Wood Lane Villas by Benzinger Homes. He provided an arial view of the site, which is guided for low-density residential development, allowing 2-5 single family units per acre. The Skye Meadows development wraps around the west, south and east sides of the parcel, which is approximately 5 acres in size. The proposal is for 17 lots, connecting to existing stub streets in Skye Meadows on the south and east sides. The applicant is also looking at the possibility of using an outlot within Skye Meadows for stormwater ponding, which is currently owned by the City. As for zoning code, R2 lot widths are required to be 65 feet minimum, 10,000 square foot size minimum, 10-foot side setback minimums, and density between 2-5. The concept plan meets the lot width requirement and density range, however is shy on the square foot size minimum; currently at 7,500 feet per lot on average.

Side setbacks are proposed at 7.5 feet, and the applicant is aware of concerns expressed previously by Council on setbacks. The site is set up in a manner which limits the depth of the lots, impacting lot sizes.

Eiden asked specifically which lots are compromised on square footage, and Henderson replied that the majority are interior lots. Ihli noted that the plan pretty much echoes what is already in the neighborhood. Eiden acknowledged an understanding that 7.5-foot setbacks on developments are a thorn in the City's side. Enga asked what benefit the City can get back; then noted that there is not a large profit margin.

Klick questioned the density, adding that she is not in favor of giving up the minimum lot sizes. Eiden noted that one corner of the area wouldn't match the rest. Henderson explained that Planned Unit Developments are a high-discretion item, and Council would need to be convinced that the development brings enough public benefit to warrant deviations. Expectations can be laid out at the discretion of Council. The discussion closed with no action needed at this time.

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

City Planner Henderson introduced Consultant Rita Trapp with HKGI, who provided details on preparations which have been underway for revising regulations for shoreland management.

Ms. Trapp provided extensive technical information on shoreland regulations, as well as negotiations which have taken place with the Department of Natural Resources (DNR). She reviewed the proposed Ordinances in detail, which are based on the latest model Ordinance from the DNR. The DNR are generally comfortable with what is being proposed.

Enga asked about apartment rooftops as open space, and green space requirements. Ms. Trapp explained that a different approach was taken with apartments, incorporating some type of feature for residents' recreation purposes. Enga expressed that she understands having recreational areas for residents, however noted the need to provide buffer for lakes. Mr. Trapp replied that for developments right against lakes, there will be a requirement of 75 feet or 38 feet of buffer that cannot be developed. This is not mentioned as it's a fundamental part of the requirements.

Eiden inquired on the drive for smaller lots. Ms. Trapp stated that part of this came out of having a number of wetlands that impact how development will be shaped over the next 20 years. Klick asked if the City is bound to the developer's choice to go with alternative methods. Henderson stated that this provides alternative standards. If they came in with a proposal, they would still need to request a Planned Unit Development for base zoning requirements and convince Council that there is enough public benefit to warrant deviation from any requirements. Klick asked if this is coming from a higher entity such as the Met Council, or if this is prompted by staff and

developers. Henderson replied that it's a combination of Met Council requirements and finding ways to meet the land use plan.

After extended discussion between Council and staff, Klick stated that her biggest remaining question is how this impacts residents. She wants to be clear on this before voting, and Eiden agreed.

Eiden moved, Enga seconded a motion to table consideration of the Ordinances. Motion carried 4-0.

8. Correspondence and Reports

No action taken.

9. Adjourn to Closed Session

Mayor Ihli adjourned the meeting to Closed Session at 8:36 p.m. to Discuss Labor Negotiations.

The regular meeting reconvened at 8:49 p.m.

Ihli moved, Eiden seconded a motion authorizing the Mayor and City Clerk to execute the LELS contract between the City of Rogers and Patrol Officers for calendar years 2025-2027. Motion carried 4-0.

10. Adjourn

Mayor Ihli adjourned the meeting at 8:50 p.m.

Respectfully submitted,
Stacie Brown
City Clerk



STAFF REPORT

ROGERS CITY COUNCIL

Meeting Date: December 10, 2024

Agenda Item: 5.2

Subject: Approval of Bills and Claims

Prepared By: Bridget Bruska, Finance Director

Recommended Council Action

Motion to approve bills and claims as presented.

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. 11-22-2024 Checks # 94019-94039 - UB Overpayments
- C. 11-22-2024 Checks # 94040-94088 & ACH Payments

CITY OF ROGERS
12.10.2024 CITY COUNCIL MEETING
OPERATING ACCOUNTS - ADDITIONAL CLAIMS PAID/TO BE PAID

City Payroll Checks, Taxes & Misc Fees Paid

11/27/2024 ADP Child Support/Garnishment	681.52
11/27/2024 ADP Direct Deposits	241,792.09
11/27/2024 ADP Payroll Taxes	94,174.51
11/25/2024 Colonial Life (Employee Paid Supplemental Plan)	227.58
11/20/2024 Further FSA/DCAP - B. Bruska	3,000.00
11/27/2024 Further FSA/DCAP - L. Pettis	325.52
11/25/2024 Group Health EAP Charges	146.00
12/2/2024 ICMA Deferred Compensation	2,346.14
11/21/2024 Optum Health Plan Fund - A. Fischer	3,200.00
11/22/2024 PERA	67,543.08
11/29/2024 PERA	69,178.88
12/2/2024 State of MN HCSP	3,397.37
12/2/2024 State of MN - Deferred Comp	9,803.65
Payroll & Misc Fee Expenditures	495,816.34

City Checks & ACH Paid

11/22/2024 City Checks (94019-94039)	1,622.13
11/22/2024 City Checks & ACH Paid (94040-94088)	290,776.53
City Check & ACH Expenditures	292,398.66

City Misc ACH/Wires Paid

12/2/2024 Credit Card Fees City	8,051.80
12/2/2024 Civic Pay Fees Utility Billing	4,621.55
11/26/2024 WT - Bond Trust Services - 2012A G.O Bond Payment	127,021.25
12/3/2024 Finnly Sports Payments Credit Card Fees RAC	933.73
12/3/2024 Payment Services Network Processing Fees	462.15
11/25/2024 Pitney Bowes Postage - Auto Replenish	1,000.00
11/21/2024 MNDOR - Water Sales Tax	3,732.00
City ACH/Wire Expenditures	145,822.48

City Total To Be Approved

934,037.48

Liquor Misc ACH/Wires Paid

12/2/2024 Credit Card Processing Fees - Muni	223.25
12/3/2024 Credit Card Processing Fees - RWAS	6,454.79
12/3/2024 Credit Card Processing Fees - RWAS	578.25
12/3/2024 Credit Card Interchange Fees- RWAS	132.29
Liquor ACH/Wire Expenditures	7,388.58

Liquor Total to Be Approved

7,388.58

Accounts Payable

Computer Check Proof List by Vendor

User: mrathlisberger@rogersmn.gov
Printed: 11/21/2024 - 1:48PM
Batch: 00004.11.2024



Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: UB*00362	Paul Ali			Check Sequence: 1	ACH Enabled: False
	Refund Check 009563-000, 13535 Superior Dr	49.70	11/22/2024	601-000-0000-20200-0000	
	Check Total:	49.70			
Vendor: UB*00381	Byron Bohlsen			Check Sequence: 2	ACH Enabled: False
	Refund Check 009196-000, 13471 Oakwood Dr	42.63	11/22/2024	601-000-0000-20200-0000	
	Check Total:	42.63			
Vendor: UB*00386	Aaron Cavanaugh			Check Sequence: 3	ACH Enabled: False
	Refund Check 005002-000, 21046 Norbert Ct	154.30	11/22/2024	601-000-0000-20200-0000	
	Check Total:	154.30			
Vendor: UB*00373	Eric/Karen Dotson			Check Sequence: 4	ACH Enabled: False
	Refund Check 010598-000, 11215 Meadow Vie	190.00	11/22/2024	601-000-0000-20200-0000	
	Check Total:	190.00			
Vendor: UB*00374	Mical Ewy			Check Sequence: 5	ACH Enabled: False
	Refund Check 010080-000, 19526 Parkview Ln	70.49	11/22/2024	601-000-0000-20200-0000	
	Check Total:	70.49			
Vendor: UB*00377	Jody Fiedler			Check Sequence: 6	ACH Enabled: False
	Refund Check 010521-000, 24565 Superior Dr	16.66	11/22/2024	601-000-0000-20200-0000	
	Check Total:	16.66			
Vendor: UB*00375	Floyd Fortin			Check Sequence: 7	ACH Enabled: False
	Refund Check 002902-000, 12240 Walnut Dr	61.89	11/22/2024	601-000-0000-20200-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	61.89			
Vendor: UB*00388	Mary Gordon			Check Sequence: 8	ACH Enabled: False
	Refund Check 007235-000, 19360 Harmony Ave	168.76	11/22/2024	601-000-0000-20200-0000	
	Check Total:	168.76			
Vendor: UB*00376	Nick Hoppe			Check Sequence: 9	ACH Enabled: False
	Refund Check 011527-000, 20715 147th Ave N	10.48	11/22/2024	601-000-0000-20200-0000	
	Check Total:	10.48			
Vendor: UB*00382	HP Minnesota I LLC			Check Sequence: 10	ACH Enabled: False
	Refund Check 010058-000, 21200 123rd Ave N	65.46	11/22/2024	601-000-0000-20200-0000	
	Check Total:	65.46			
Vendor: UB*00371	Matt/Kathryn Kappel			Check Sequence: 11	ACH Enabled: False
	Refund Check 008722-000, 12448 Breanna Ct	43.84	11/22/2024	601-000-0000-20200-0000	
	Check Total:	43.84			
Vendor: UB*00369	Thomas Kroenke			Check Sequence: 12	ACH Enabled: False
	Refund Check 003559-000, 13090 Red Fox Rd	46.37	11/22/2024	601-000-0000-20200-0000	
	Check Total:	46.37			
Vendor: UB*00380	Judith McFarlane			Check Sequence: 13	ACH Enabled: False
	Refund Check 002991-000, 13787 Dorothy Dr	43.18	11/22/2024	601-000-0000-20200-0000	
	Check Total:	43.18			
Vendor: UB*00384	Shelly Mickle			Check Sequence: 14	ACH Enabled: False
	Refund Check 010034-000, 21743 Linden Way	41.86	11/22/2024	601-000-0000-20200-0000	
	Check Total:	41.86			
Vendor: UB*00370	Thomas Prigmore			Check Sequence: 15	ACH Enabled: False
	Refund Check 003717-000, 13327 Hynes Rd	44.02	11/22/2024	601-000-0000-20200-0000	
	Check Total:	44.02			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: UB*00372	Pulte Homes of MN			Check Sequence: 16	ACH Enabled: False
	Refund Check 012979-000, 12790 Weber Ct	216.72	11/22/2024	601-000-0000-20200-0000	
	Check Total:	216.72			
Vendor: UB*00385	RemiAllison			Check Sequence: 17	ACH Enabled: False
	Refund Check 010735-000, 22035 Brenly Way	39.55	11/22/2024	601-000-0000-20200-0000	
	Check Total:	39.55			
Vendor: UB*00378	Lindsey Roby			Check Sequence: 18	ACH Enabled: False
	Refund Check 007094-000, 19222 Harmony Ave	38.46	11/22/2024	601-000-0000-20200-0000	
	Check Total:	38.46			
Vendor: UB*00383	Kristopher Rue			Check Sequence: 19	ACH Enabled: False
	Refund Check 007589-000, 12454 Spruce Ct	27.53	11/22/2024	601-000-0000-20200-0000	
	Check Total:	27.53			
Vendor: UB*00379	Taylor/Jackie Wiles			Check Sequence: 20	ACH Enabled: False
	Refund Check 007972-000, 13340 Hynes Rd	229.11	11/22/2024	601-000-0000-20200-0000	
	Check Total:	229.11			
Vendor: UB*00387	Jason Windsperger			Check Sequence: 21	ACH Enabled: False
	Refund Check 011902-000, 14300 River Crest E	21.12	11/22/2024	601-000-0000-20200-0000	
	Check Total:	21.12			
	Total for Check Run:	1,622.13			
	Total of Number of Checks:	21			

Accounts Payable

Computer Check Proof List by Vendor

User: mrathlisberger@rogersmn.gov
Printed: 11/22/2024 - 9:08AM
Batch: 00005.11.2024



Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: acrst 26625	Across the Street Productions Blue Card-Clements	385.00	11/22/2024	Check Sequence: 1 207-420-2210-44360-0000	ACH Enabled: False
	Check Total:	385.00			
Vendor: adacy 00460010	Cynthia Adams Re-issue Direct Dep Election Judge	231.93	11/22/2024	Check Sequence: 2 100-410-1410-41030-0000	ACH Enabled: False
	Check Total:	231.93			
Vendor: adain 4025532	Adam's Pest Control Inc Event Center Pest Control - 11/7/24	98.00	11/22/2024	Check Sequence: 3 100-410-1941-43100-0000	ACH Enabled: True
	Check Total:	98.00			
Vendor: ameen INV-223715	American Engineering Testing Inc Construction Services - Rogers FD #2	1,970.00	11/22/2024	Check Sequence: 4 449-420-2210-43030-2209	ACH Enabled: True
	Check Total:	1,970.00			
Vendor: ancso City Hall 20 #2 City Hall 20 #2 City Hall PW 20 City Hall PW 20 N. Comm. Park 3 PD 20 PD 20 #2 RAC 20 RAC 20 #2	Anchor Solar Investments, LLC PW Solar PPA - Dec City Hall Solar PPA - Dec PW Solar PPA - Dec City Hall Solar PPA - Dec NCP Solar PPA - Dec PD Solar PPA - Dec PD Solar PPA - Dec RAC Solar PPA - Dec RAC Solar PPA - Dec	135.55 58.10 139.05 59.60 826.24 198.65 193.65 198.65 193.65	11/22/2024 11/22/2024 11/22/2024 11/22/2024 11/22/2024 11/22/2024 11/22/2024 11/22/2024 11/22/2024	Check Sequence: 5 100-430-3000-43810-0000 100-410-1940-43810-0000 100-430-3000-43810-0000 100-410-1940-43810-0000 100-450-5200-43810-0000 100-420-2100-43810-0000 100-420-2100-43810-0000 205-450-5205-43810-0000 205-450-5205-43810-0000	ACH Enabled: True

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	2,003.14			
Vendor: aspmi	Aspen Mills			Check Sequence: 6	ACH Enabled: False
342160	Uniforms - Reserve Mosley	51.84	11/22/2024	100-420-2210-42180-0000	
	Check Total:	51.84			
Vendor: azres	A-Z Restaurant Equipment Company			Check Sequence: 7	ACH Enabled: False
126247	New Ice Maker Head And Bin	2,831.00	11/22/2024	205-450-5205-45800-0000	
126247	New Ice Maker Head And Bin	2,831.00	11/22/2024	205-000-0000-10100-0000	
126247	New Ice Maker Head And Bin	-2,831.00	11/22/2024	205-000-0000-10100-4018	
	Check Total:	2,831.00			
Vendor: belco	Bellboy Corporation			Check Sequence: 8	ACH Enabled: True
0205619300	Liquor	180.15	11/22/2024	609-497-9760-42510-0000	
0205619300	Wine	613.20	11/22/2024	609-497-9760-42530-0000	
0205688200	Liquor	805.70	11/22/2024	609-497-9760-42510-0000	
	Check Total:	1,599.05			
Vendor: bensp	Benchwarmers Sportswear & Apparel			Check Sequence: 9	ACH Enabled: False
12029	SS T-Shirts	550.00	11/22/2024	100-420-2210-42180-0000	
12029	LS T-Shirts	288.00	11/22/2024	100-420-2210-42180-0000	
	Check Total:	838.00			
Vendor: bolme	Bolton & Menk Inc			Check Sequence: 10	ACH Enabled: True
0349566	Utility Field Inventory Topographic Survey	2,129.00	11/22/2024	601-494-9440-43030-0000	
0349566	Utility Field Inventory Topographic Survey	2,129.00	11/22/2024	100-410-1950-43030-0000	
0349566	Utility Field Inventory Topographic Survey	2,129.00	11/22/2024	602-495-9490-43030-0000	
0349566	Utility Field Inventory Topographic Survey	2,129.00	11/22/2024	603-496-9495-43030-0000	
0349567	Topographic Survey For 2025 PMP CIP 2501	7,733.50	11/22/2024	401-430-3121-43030-2501	
0349571	Rogers/129th Ave Reconstruction Phase 2	8,287.65	11/22/2024	402-430-3121-43030-2403	
	Check Total:	24,537.15			
Vendor: boytr	Boyer Ford Trucks, Inc.			Check Sequence: 11	ACH Enabled: True
093P23461	WMG 3939 HINGE KIT - #40-010	38.39	11/22/2024	100-450-5200-42103-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
093P23461	WMG 3939 HINGE KIT - #40-010	38.39	11/22/2024	100-450-5200-42103-0000	
	Check Total:	76.78			
Vendor: Wirbe	BreakThru Beverage Minnesota Wine & Spirits			Check Sequence: 12	ACH Enabled: True
118557889	Liquor	17,588.64	11/22/2024	609-497-9760-42510-0000	
118557889	Mix	178.90	11/22/2024	609-497-9760-42540-0000	
118557889	Wine	121.45	11/22/2024	609-497-9760-42530-0000	
	Check Total:	17,888.99			
Vendor: tirepl	Bridgestone Americas, Inc.			Check Sequence: 13	ACH Enabled: False
119006	Standard Wheel Alignment - #35-026 Bldg Main	75.99	11/22/2024	100-410-1940-44040-0000	
	Check Total:	75.99			
Vendor: terpo	Brookfield Renewable			Check Sequence: 14	ACH Enabled: False
200100236258	RWAS Solar October	113.88	11/22/2024	609-497-9760-43810-0000	
	Check Total:	113.88			
Vendor: minnc	Business Planning Concepts Inc			Check Sequence: 15	ACH Enabled: False
720603122024	December Life Insurance EE Reimbursed	288.00	11/22/2024	100-000-0000-21704-0000	
	Check Total:	288.00			
Vendor: callto	CallTower Inc			Check Sequence: 16	ACH Enabled: True
202225330	Monthly Phone Service November	1,507.25	11/22/2024	100-410-1330-43250-0000	
	Check Total:	1,507.25			
Vendor: capbe	Capitol Beverage			Check Sequence: 17	ACH Enabled: True
30260008	Beer Credit	-60.00	11/22/2024	609-497-9760-42520-0000	
3058838	Beer	776.50	11/22/2024	609-497-9760-42520-0000	
	Check Total:	716.50			
Vendor: cdwgo	CDW Government			Check Sequence: 18	ACH Enabled: False
AB5Y42F	Soundbar For Asst Administrator	25.03	11/22/2024	100-410-1325-42010-0000	
	Check Total:	25.03			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: cenen 13756829-1	CenterPoint Energy Resources Corp. Temp Gas Service At FD II October	2,381.91	11/22/2024	Check Sequence: 19 449-420-2210-44310-2209	ACH Enabled: False
	Check Total:	2,381.91			
Vendor: berbe 10283789	Chas. A. Bernick, Inc. THC	461.00	11/22/2024	Check Sequence: 20 609-497-9760-42535-0000	ACH Enabled: False
10283790	Beer	1,686.60	11/22/2024	609-497-9760-42520-0000	
10283791	Beer Credit	-30.00	11/22/2024	609-497-9760-42520-0000	
	Check Total:	2,117.60			
Vendor: cinco 4210664635	Cintas Corporation RWAS Towels/Mats 11/6/24	187.76	11/22/2024	Check Sequence: 21 609-497-9760-43100-0000	ACH Enabled: True
4211404228	Uniform - PK 11/13/24	14.73	11/22/2024	100-450-5200-42180-0000	
4211404228	Uniform - WTR 11/13/24	6.02	11/22/2024	601-494-9440-42180-0000	
4211404228	Uniform - PW 11/13/24	25.04	11/22/2024	100-430-3000-42180-0000	
4211404228	Uniform - SWR 11/13/24	6.02	11/22/2024	602-495-9490-42180-0000	
4211404228	Uniform - Gen'l. Gov't. Bldgs 11/13/24	2.95	11/22/2024	100-410-1940-42180-0000	
4211404228	Uniform - Janitorial 11/13/24	2.24	11/22/2024	100-410-1940-44060-0000	
	Check Total:	244.76			
Vendor: citro 003412-000	City of Rogers RWAS Water October	71.83	11/22/2024	Check Sequence: 22 609-497-9760-43820-0000	ACH Enabled: False
003952-000	Muni Water October	105.60	11/22/2024	609-497-9770-43820-0000	
004729-000	Sr. Center Utilities - October	15.61	11/22/2024	100-450-5186-43820-0000	
004730-000	Water-FD Oct '24	17.23	11/22/2024	100-420-2210-43820-0000	
004730-000	Water-CR Oct '24	155.08	11/22/2024	100-410-1941-43820-0000	
004734-000	NCP Utilities - October	25.31	11/22/2024	100-450-5200-43820-0000	
004736-000	RAC Utilities - October	1,503.81	11/22/2024	205-450-5205-43820-0000	
007397-000	PD Sewer/Water - October	144.71	11/22/2024	100-420-2100-43820-0000	
010149-000	Event Center Utilities - October	342.81	11/22/2024	100-410-1941-43820-0000	
	Check Total:	2,381.99			
Vendor: cit 389099	Computer Integration Technologies Inc Endpoint Detection Monthly Service December	368.75	11/22/2024	Check Sequence: 23 100-410-1330-43190-0000	ACH Enabled: True

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	368.75			
Vendor: dahdi	Dahlheimer Distributing Co.			Check Sequence: 24	ACH Enabled: True
2322945	Beer	17,456.00	11/22/2024	609-497-9760-42520-0000	
2326751	Beer Buydown	-600.30	11/22/2024	609-497-9760-42520-0000	
	Check Total:	16,855.70			
Vendor: delde	Delta Dental of Minnesota			Check Sequence: 25	ACH Enabled: False
CNS0001703660	December EE Paid Dental Insurance	3,764.64	11/22/2024	100-000-0000-21707-0000	
	Check Total:	3,764.64			
Vendor: cldis	Dick Family Inc.			Check Sequence: 26	ACH Enabled: True
2004439	THC	1,201.80	11/22/2024	609-497-9760-42535-0000	
	Check Total:	1,201.80			
Vendor: ecmput	ECM Publishers, Inc.			Check Sequence: 27	ACH Enabled: False
1022647	PHN- 11.26.24 Annual Fee Schedule	56.01	11/22/2024	100-410-1520-43520-0000	
	Check Total:	56.01			
Vendor: fasco	Fastenal Company Inc.			Check Sequence: 28	ACH Enabled: True
MNTC4192105	5/8 X 6 LDT	251.25	11/22/2024	100-430-3120-42260-0000	
	Check Total:	251.25			
Vendor: feren	Ferguson Enterprises #1657			Check Sequence: 29	ACH Enabled: False
1078696	PFXCCS66 LF 1-1/2 FIP X SWT DIELEC UNIC	32.08	11/22/2024	100-420-2100-42102-0000	
1078696	IBNJM 1-1/2X3 BLK STL NIP	6.75	11/22/2024	100-420-2100-42102-0000	
1089797	Parts For New Ice Machine Installation	55.95	11/22/2024	205-450-5205-42103-0000	
	Check Total:	94.78			
Vendor: finwa	Finken Water Centers			Check Sequence: 30	ACH Enabled: True
1449485	Hassan Hall Water Softener October	18.00	11/22/2024	100-410-1940-42100-0000	
	Check Total:	18.00			
Vendor: marso	Marc Frederickson			Check Sequence: 31	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
1935	58 Bags Solar Salt	461.10	11/22/2024	205-450-5205-43820-0000	
	Check Total:	461.10			
Vendor: froso	Frontline Public Safety Solutions			Check Sequence: 32	ACH Enabled: False
FL33978	BWC Audits - Quality Improvement Evaluation :	2,315.25	11/22/2024	100-420-2100-44120-0000	
FL33978	Professional Standards Tracker	2,475.00	11/22/2024	100-420-2100-44330-0000	
	Check Total:	4,790.25			
Vendor: selac	Further			Check Sequence: 33	ACH Enabled: False
17104362	FSA Participant Fees November	40.50	11/22/2024	100-410-1325-43015-0000	
	Check Total:	40.50			
Vendor: haica	Cammi Haines			Check Sequence: 34	ACH Enabled: False
729316	Reservation Cancellation - Cammi Haines	175.00	11/22/2024	100-450-5200-34780-0000	
	Check Total:	175.00			
Vendor: hawch	Hawkins Inc.			Check Sequence: 35	ACH Enabled: False
6915493	Chlorine Cylinders	50.00	11/22/2024	601-494-9440-42160-0000	
	Check Total:	50.00			
Vendor: hencosh	Hennepin County Accounts Receivable			Check Sequence: 36	ACH Enabled: False
1000234626	Radio Fleet Fee -Oct '24	4,681.42	11/22/2024	100-420-2210-43250-0000	
1000234675	Radio Fleet Fee - October	4,861.55	11/22/2024	100-420-2100-44120-0000	
	Check Total:	9,542.97			
Vendor: hilin	Hillyard, Inc - Minneapolis			Check Sequence: 37	ACH Enabled: False
605657720	Trident Scrub Machine	10,479.72	11/22/2024	449-420-2210-45200-2209	
	Check Total:	10,479.72			
Vendor: inbre	Insight Brewing			Check Sequence: 38	ACH Enabled: False
19525	THC	745.00	11/22/2024	609-497-9760-42535-0000	
	Check Total:	745.00			
Vendor: jeffi	Jefferson Fire & Safety, Inc.			Check Sequence: 39	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
IN320175	5" Supply Hose	4,279.43	11/22/2024	207-420-2210-42105-0000	
	Check Total:	4,279.43			
Vendor: jlgar	JLG Architects			Check Sequence: 40	ACH Enabled: True
20166-13	WORKED ON ROGERS INDOOR TURF FACI	12,089.69	11/22/2024	410-450-5200-43030-2201	
	Check Total:	12,089.69			
Vendor: johbr	Johnson Brothers Liquor Co.			Check Sequence: 41	ACH Enabled: False
2660704	Liquor	954.55	11/22/2024	609-497-9760-42510-0000	
2660705	Wine	510.23	11/22/2024	609-497-9760-42530-0000	
2660739	Liquor	2,523.69	11/22/2024	609-497-9760-42510-0000	
2660740	Wine	1,271.80	11/22/2024	609-497-9760-42530-0000	
2660741	Liquor	6,576.03	11/22/2024	609-497-9760-42510-0000	
3724494	Beer	147.70	11/22/2024	609-497-9760-42520-0000	
3724495	THC	87.65	11/22/2024	609-497-9760-42535-0000	
6875936	Liquor	0.88	11/22/2024	609-497-9760-42510-0000	
6875937	Wine	79.10	11/22/2024	609-497-9760-42530-0000	
6875938	Mix	1.75	11/22/2024	609-497-9760-42540-0000	
6875968	Liquor	1,899.88	11/22/2024	609-497-9760-42510-0000	
6875969	Wine	657.25	11/22/2024	609-497-9760-42530-0000	
6875970	Mix	203.40	11/22/2024	609-497-9760-42540-0000	
7495308	Wine	254.42	11/22/2024	609-497-9760-42530-0000	
7495315	Wine	858.94	11/22/2024	609-497-9760-42530-0000	
	Check Total:	16,027.27			
Vendor: shagr	Kelbro Company			Check Sequence: 42	ACH Enabled: False
3086384	Ice	223.44	11/22/2024	609-497-9760-42570-0000	
	Check Total:	223.44			
Vendor: kense	Kennedy Scales Inc			Check Sequence: 43	ACH Enabled: False
153248	Calibration - Evidence Room Scales	299.09	11/22/2024	100-420-2100-42105-0000	
	Check Total:	299.09			
Vendor: konin	KONE Inc			Check Sequence: 44	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
871505654	RAC Elevator Maintenance - Nov	151.28	11/22/2024	205-450-5205-44010-0000	
871505654	CH/PW Elevator Maintenance - Nov	151.28	11/22/2024	100-410-1940-44010-0000	
871505655	PD Elevator Maintenance - November	156.07	11/22/2024	100-420-2100-44010-0000	
	Check Total:	458.63			
Vendor: mtfire 12739	M & T Fire and Safety Equip Mounting Bracket	79.33	11/22/2024	Check Sequence: 45 100-420-2210-42105-0000	ACH Enabled: False
	Check Total:	79.33			
Vendor: madga 10/31/2024	Madden, Galanter, Hansen, LLP Labor Relations Services	43.00	11/22/2024	Check Sequence: 46 100-410-1325-43040-0000	ACH Enabled: False
	Check Total:	43.00			
Vendor: menar 39747	Menards, Inc. STRUT SQ POST BASE CNCT	54.70	11/22/2024	Check Sequence: 47 609-497-9760-42102-0000	ACH Enabled: True
39747	STRUT 1-5/8" X 10' GLV	28.46	11/22/2024	609-497-9760-42102-0000	
40059	48" DRIVEWAY MARKERS YW	57.90	11/22/2024	100-430-3120-44050-0000	
40059	20" PLATINUM HD BRACKETS	43.96	11/22/2024	100-430-3120-44050-0000	
40117	3" ABS CAP- Tennis Center Sidewalk Cover	17.48	11/22/2024	404-450-5200-45300-0000	
40117	HAMMER TACKER- Tennis Center Sidewalk C	49.98	11/22/2024	404-450-5200-45300-0000	
40117	3" ABS FEMALE ADAPTER- Tennis Center Sid	11.98	11/22/2024	404-450-5200-45300-0000	
40117	1/4 CRN 7/8 LEG 18GA STPL- Tennis Center S	6.98	11/22/2024	404-450-5200-45300-0000	
40117	3X5 CELL CORE ABS PIPE- Tennis Center Sid	22.99	11/22/2024	404-450-5200-45300-0000	
40117	2X.113 R.S. ROUNDRIE HDG- Tennis Center	75.58	11/22/2024	404-450-5200-45300-0000	
40117	1X6-10' #3 STANDARD - Tennis Center Sidewa	34.36	11/22/2024	404-450-5200-45300-0000	
40117	3" ABS MALE THREADEDPLUG- Tennis Cen	4.98	11/22/2024	404-450-5200-45300-0000	
40117	8X1-1/2 HCR CAB SCR 175CT- Tennis Center	11.29	11/22/2024	404-450-5200-45300-0000	
40254	48" DRIVEWAY MARKERS YW	49.50	11/22/2024	100-430-3120-44050-0000	
	Check Total:	470.14			
Vendor: metwe 4345	Metro West Inspection Services September 2024 Building Inspections	70,896.31	11/22/2024	Check Sequence: 48 100-420-2400-43110-0000	ACH Enabled: True
	Check Total:	70,896.31			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: midnur	Midwest Nursery Inc			Check Sequence: 49	ACH Enabled: False
CR103024	3 Maples To FD	693.57	11/22/2024	100-450-5200-42110-0000	
CR103024	2 Oak To SCP	525.32	11/22/2024	410-450-5200-45300-2104	
CR103024	2 Locust & 1 Oak To Fox Creek	563.62	11/22/2024	100-450-5200-42110-0000	
CR103024	2 Locust To Lion's Park	300.96	11/22/2024	100-450-5200-42110-0000	
	Check Total:	2,083.47			
Vendor: hoteq	Midwest Wash Systems LLC			Check Sequence: 50	ACH Enabled: True
23177	Hotsy Rinse-1 Gal-St 2	34.00	11/22/2024	449-420-2210-44310-2209	
	Check Total:	34.00			
Vendor: mrcut	MR Cutting Edge, LLC			Check Sequence: 51	ACH Enabled: True
6974	Blade Sharpening	67.00	11/22/2024	205-450-5205-44040-0000	
	Check Total:	67.00			
Vendor: norto	Northern Tool & Equipment			Check Sequence: 52	ACH Enabled: False
540501317245312	61135-IRNTN CABLE PULLER 2 TO	24.99	11/22/2024	100-430-3120-42260-0000	
	Check Total:	24.99			
Vendor: norfa	Northwest Family Physicians PA Inc			Check Sequence: 53	ACH Enabled: False
30630	Random Drug Test - Z. Moen	35.00	11/22/2024	601-494-9440-44080-0000	
30630	Random Drug Test - S. Weltzin	35.00	11/22/2024	602-495-9490-44080-0000	
30630	Random Drug Test - M. Iwanok	35.00	11/22/2024	100-430-3000-44080-0000	
30630	Random Drug Test - B. Scharber	140.00	11/22/2024	100-450-5200-44080-0000	
	Check Total:	245.00			
Vendor: nbh	Nothing But Hemp LLC			Check Sequence: 54	ACH Enabled: True
2384	THC	807.00	11/22/2024	609-497-9760-42535-0000	
	Check Total:	807.00			
Vendor: pauso	Paustis & Sons			Check Sequence: 55	ACH Enabled: True
250621	Wine	1,164.00	11/22/2024	609-497-9760-42530-0000	
	Check Total:	1,164.00			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: repse	Republic Services #899			Check Sequence: 56	ACH Enabled: False
0899-004607548	Refuse-FD October	47.40	11/22/2024	100-420-2210-43840-0000	
0899-004607548	Refuse-CR October	426.51	11/22/2024	100-410-1941-43840-0000	
0899-004607621	RAC Garbage And Recycling - Nov	211.63	11/22/2024	205-450-5205-43840-0000	
0899-004607745	PD Garbage Services - November	219.19	11/22/2024	100-420-2100-43840-0000	
0899-004608019	Event Center Garbage Pickup - Oct	337.54	11/22/2024	100-410-1941-43840-0000	
	Check Total:	1,242.27			
Vendor: rogtr	Rogers True Value Hardware Inc			Check Sequence: 57	ACH Enabled: False
28783	Parts For New Ice Machine Installation	94.26	11/22/2024	205-450-5205-42103-0000	
28798	MM1/2DR 13/16 Deep Socket	6.49	11/22/2024	100-430-3120-42105-0000	
	Check Total:	100.75			
Vendor: sigso	Sign Solutions USA			Check Sequence: 58	ACH Enabled: True
414879	16125 2" X 9ft 12ga Telesparw/cutting & Shippi	892.74	11/22/2024	100-430-3120-42260-0000	
	Check Total:	892.74			
Vendor: smalo	Small Lot MN			Check Sequence: 59	ACH Enabled: False
MN83666	Wine	351.96	11/22/2024	609-497-9760-42530-0000	
MN83666	Liquor	756.00	11/22/2024	609-497-9760-42510-0000	
	Check Total:	1,107.96			
Vendor: souwi	Southern Glazers Wine & Spirits of Minnesota			Check Sequence: 60	ACH Enabled: False
2550888	Liquor	6,983.02	11/22/2024	609-497-9760-42510-0000	
2550889	Mix	28.28	11/22/2024	609-497-9760-42540-0000	
2550890	Wine	2,494.45	11/22/2024	609-497-9760-42530-0000	
5118191	Liquor	0.32	11/22/2024	609-497-9760-42510-0000	
	Check Total:	9,506.07			
Vendor: terge	Terra General Contractors, LLC			Check Sequence: 61	ACH Enabled: True
11152024	Hydrant Sales for 18K Gal @ \$3.50/1K - Deposi	250.00	11/22/2024	601-000-0000-22003-0000	
11152024	18000 Gallons - Terra General Contractors	-5.53	11/22/2024	601-000-0000-20300-0000	
11152024	18000 Gallons - Terra General Contractors	-63.00	11/22/2024	601-494-9440-37100-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	181.47			
Vendor: texme 110724	TextMe Inc Search Warrant Service Fee - CN24014927	75.00	11/22/2024	Check Sequence: 62 100-420-2100-43140-0000	ACH Enabled: False
	Check Total:	75.00			
Vendor: onene D-507470	theipguys.net LLC Monthly Fiber Data 8X8 Decembe And Analog S	988.80	11/22/2024	Check Sequence: 63 100-410-1330-43250-0000	ACH Enabled: False
	Check Total:	988.80			
Vendor: thrriump Summer 2024	Three Rivers Umpire Assoc. 2024 Slow Pitch Umpire Fees	3,375.00	11/22/2024	Check Sequence: 64 100-450-5120-43100-0000	ACH Enabled: False
	Check Total:	3,375.00			
Vendor: triso 424203	TriTech Software Systems 2025 Software Maintenance Hosting And Renew	23,039.59	11/22/2024	Check Sequence: 65 100-000-0000-15500-0000	ACH Enabled: False
	Check Total:	23,039.59			
Vendor: usilo 697582	USIC Holdings, Inc Locates 11/11/24 - 11/17/24	53.75	11/22/2024	Check Sequence: 66 602-495-9490-43150-0000	ACH Enabled: False
697582	Locates 11/11/24 - 11/17/24	53.75	11/22/2024	601-494-9440-43150-0000	
697582	Locates 11/11/24 - 11/17/24	17.50	11/22/2024	603-496-9495-43150-0000	
	Check Total:	125.00			
Vendor: veidi VM 0000688577	Veit Disposal Systems Inc. Roll Off Service	258.25	11/22/2024	Check Sequence: 67 100-430-3000-43840-0000	ACH Enabled: False
	Check Total:	258.25			
Vendor: verwi 9977892423	Verizon Wireless Services, LLC MOBILE BROADBAND October	10.01	11/22/2024	Check Sequence: 68 602-495-9490-43250-0000	ACH Enabled: True
9977892423	MOBILE BROADBAND October	20.00	11/22/2024	601-494-9440-43250-0000	
9977892423	MOBILE BROADBAND October	20.01	11/22/2024	602-495-9490-43250-0000	
9977892423	MOBILE BROADBAND October	35.03	11/22/2024	603-496-9495-43250-0000	
9977892423	MOBILE BROADBAND October	10.01	11/22/2024	601-494-9440-43250-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
9977892423	MOBILE BROADBAND October	70.02	11/22/2024	100-430-3000-43250-0000	
9977892424	NCP iPad Refund (23 Days)	-29.67	11/22/2024	100-450-5120-43250-0000	
	Check Total:	135.41			
Vendor: vinin	Vinocopia Inc			Check Sequence: 69	ACH Enabled: True
0361397-IN	Cherries	218.50	11/22/2024	609-497-9760-42550-0000	
0361397-IN	Mix	26.50	11/22/2024	609-497-9760-42540-0000	
0361535-IN	Wine	139.50	11/22/2024	609-497-9760-42530-0000	
	Check Total:	384.50			
Vendor: watco	Watson Company			Check Sequence: 70	ACH Enabled: True
145968	RAC Concessions	510.54	11/22/2024	205-450-5205-42550-0000	
	Check Total:	510.54			
Vendor: wolda	WOLD Architects and Engineers			Check Sequence: 71	ACH Enabled: True
97158	Worked On 2023 New Fire Station	3,642.09	11/22/2024	449-420-2210-43030-2209	
97331	2023 New Fire Station	784.13	11/22/2024	449-420-2210-43030-2209	
	Check Total:	4,426.22			
Vendor: xcele	Xcel Energy			Check Sequence: 72	ACH Enabled: False
51-6488907-4	TOWERS & WELLS ELECTRIC SERVICE Oc	9,404.24	11/22/2024	601-494-9440-43810-0000	
	Check Total:	9,404.24			
Vendor: xcele	Xcel Energy			Check Sequence: 73	ACH Enabled: False
51-6488908-5	LIFTSTATIONS October	1,813.05	11/22/2024	602-495-9490-43810-0000	
	Check Total:	1,813.05			
Vendor: xcele	Xcel Energy			Check Sequence: 74	ACH Enabled: False
51-6488909-6	LYNCH PARK - 21901 137TH AVE. N October	103.61	11/22/2024	100-450-5200-43810-0000	
51-6488909-6	ROGERS MIDDLE SCHOOL FIELDS -20859 1	322.18	11/22/2024	100-450-5200-43810-0000	
51-6488909-6	12475 MAIN ST.-SCP October	529.64	11/22/2024	100-450-5200-43810-0000	
51-6488909-6	TRIANGLE PARK/VETERAN'S MEM'L. - 127	41.84	11/22/2024	100-450-5200-43810-0000	
51-6488909-6	13850 BITTERSWEET LANE October	161.27	11/22/2024	100-450-5200-43810-0000	
51-6488909-6	NCP - 13750 BITTERSWEET DR October	1,119.50	11/22/2024	100-450-5200-43810-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
51-6488909-6	LION'S SPLASH PAD October	97.73	11/22/2024	100-450-5200-43810-0000	
51-6488909-6	RESERVOIR FIELDS IRRIGATION October	181.55	11/22/2024	100-450-5200-43810-0000	
	Check Total:	2,557.32			
Vendor: xcele	Xcel Energy			Check Sequence: 75	ACH Enabled: False
51-6488910-9	Fire Dept.-21201 Memorial Dr October	-262.01	11/22/2024	100-420-2210-43810-0000	
51-6488910-9	Vacant City Bldg.-12909 Main St October	20.13	11/22/2024	100-410-1940-43810-0000	
51-6488910-9	Civic Storage Bldg.-21195 Memorial Dr October	29.26	11/22/2024	100-410-1940-43810-0000	
51-6488910-9	Community Rm-21201 Memorial Dr October	-333.47	11/22/2024	100-410-1941-43810-0000	
51-6488910-9	Sr. Center-12913 Main St October	134.69	11/22/2024	100-450-5186-43810-0000	
51-6488910-9	Hassan Town Hall-25000 Hassan Pkwy October	73.65	11/22/2024	100-410-1940-43810-0000	
51-6488910-9	Sec. Lights Civic Storage Bldg-21195 Mem'l Dr	17.77	11/22/2024	100-410-1940-43810-0000	
51-6488910-9	Event Center-12716 Main St October	1,336.57	11/22/2024	100-410-1941-43810-0000	
51-6488910-9	Public Works-22350 S. Diamond Lk. Rd October	-278.96	11/22/2024	100-430-3000-43810-0000	
51-6488910-9	Boyer -21701 Industrial Blvd October	896.50	11/22/2024	100-410-1940-43810-0000	
51-6488910-9	City Hall-22350 S. Diamond Lk. Rd October	-119.55	11/22/2024	100-410-1940-43810-0000	
51-6488910-9	Police Dept. - 21860 Industrial Blvd October	-932.95	11/22/2024	100-420-2100-43810-0000	
	Check Total:	581.63			
Vendor: xcele	Xcel Energy			Check Sequence: 76	ACH Enabled: False
51-6488911-0	TRAFFIC SIGNALS October	1,127.47	11/22/2024	100-430-3120-43170-0000	
	Check Total:	1,127.47			
Vendor: xcele	Xcel Energy			Check Sequence: 77	ACH Enabled: False
51-9712220-4	STREETLIGHTS-UNMETERED October	8,093.68	11/22/2024	100-430-3120-43160-0000	
51-9712220-4	STREETLIGHTS-METERED October	30.12	11/22/2024	100-430-3120-43160-0000	
	Check Total:	8,123.80			
Vendor: ziein	Ziegler, Inc.			Check Sequence: 78	ACH Enabled: True
IN001707617	Shims & Strip-Wear To Repair #20-003	268.40	11/22/2024	100-430-3120-42103-0000	
	Check Total:	268.40			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Total for Check Run:	290,776.53			
	Total of Number of Checks:	78			



STAFF REPORT

ROGERS CITY COUNCIL

Meeting Date: December 10, 2024

Agenda Item: 5.4

Subject: Approval of 2025 Tobacco Licenses

Prepared By: Stacie Brown, City Clerk

Recommended Council Action

Motion to approve the 2025 Tobacco Licenses as presented.

Overview / Background / Analysis

As of August 1, 2019, the City became the licensing authority under our newly-created Ordinance. Hennepin County was previously the licensing authority.

The establishments have been required to complete the City's renewal application and pay an annual licensing fee.

Staff Recommendation

Motion to grant 2025 Tobacco Licenses to the following establishments conditioned upon the City receiving a completed application and payment for the license fee:

- Cub Foods
- Holiday Store #307
- Holiday Store #405
- Rogers BP
- Rogers Smoke and Vape
- Rogers Wines and Spirits
- Smoke Shop ECIG 101
- Speedway Store #4545
- Travel Centers of America
- Walgreens

Financial Impact:

Source Fund:

Budgeted? N/A

Supporting Documentation

None



STAFF REPORT

Meeting Date: December 10, 2024

ROGERS CITY COUNCIL

Agenda Item: 5.5

Subject: Approval of On-Sale, 3.2 Wine Combination, 3.2 Liquor, Brewer Tap Room On-Sale, and Brewer Off-Sale Licenses

Prepared By: Stacie Brown, City Clerk

Recommended Council Action

Motion to approve the 2025 Liquor Licenses as presented.

Overview / Background / Analysis

City Clerk Brown has requested the Police Department to conduct their annual criminal background investigations on each liquor license renewal applicant listed. Issuance of licenses will be conditioned upon the investigations revealing no alcohol violations which would prohibit license renewals for any of these establishments.

Liquor licenses will not be issued, or considered approved, until all required application materials are received by the City. In addition to the background investigations which are in process, Certificates of Insurance (liquor liability and workers compensation) and payment in full of the annual license fees must also be received before licenses will be issued.

Staff Recommendation

The following liquor licenses are recommended for approval conditioned upon background investigations and receipt of all renewal materials and fees:

- On-Sale Liquor License for Broadway Bar & Pizza
- On-Sale Liquor License for Clive's Roadhouse
- On-Sale Liquor License for Emagine Theater
- On-Sale Liquor License for Guadalajara
- On-Sale Liquor License for Maynard's
- On-Sale Liquor License for R Social
- On-Sale Liquor License for Short or Tall
- On-Sale Liquor License for Wellstead of Rogers
- 3.2 Off-Sale Liquor License for Cub Foods
- 3.2 Off-Sale Liquor License for Holiday Store #307
- 3.2 Off-Sale Liquor License for Target
- 3.2 Off-Sale Liquor License for Travel Centers of America
- 3.2 and Wine License for Davanni's
- 3.2 and Wine License for Hong Thai
- 3.2 and Wine License for Yanagi Sushi

- Brewer Tap Room On-Sale and Brewer Off-Sale License for Ripple Effect Brewing

Financial Impact:

Source Fund:

Budgeted? N/A

Supporting Documentation

None



STAFF REPORT

Meeting Date: December 10, 2024

ROGERS CITY COUNCIL

Agenda Item: 5.6

Subject: Approval of Resolution No. 2024-120 Accepting USPCA AKC Reunite 2024 K9 Grant to the Rogers Police Department

Prepared By: Dan Wills, Chief of Police

Recommended Council Action

Motion to Approve Resolution No. 2024-120 Accepting USPCA AKC Reunite 2024 K9 Grant to the Rogers Police Department.

Overview / Background / Analysis

The Adopt A K-9 Cop program allows AKC Reunite to match funds from AKC Clubs, AKC-affiliated organizations and the public, up to \$7,500 per grant. These donations help police departments throughout the United States purchase K-9 police dogs. Many of the police dogs acquired with the help of these grants are used as patrol dogs as well as detection dogs, helping to locate narcotics, explosives and/or evidence. A total of 759 Adopt A K-9 Cop grants have been awarded since the inception of the program in 2013, and as of this year, the program has awarded more than \$5.7 million in grants. K9 Sergeant Matt Nelson applied and was successfully approved for a USPCA AKC Reunite 2024 K9 Grant, totaling \$7,500 for our agency. We are grateful to Sgt. Nelson for his continued commitment and ongoing dedication to the K9 program at the Rogers Police Department.

The Rogers Police Department has received a total of \$18,500 in donations/grants for our next canine, which is due to arrive in Minnesota sometime in early 2025, with an expected "on-duty" date in June 2025.

Staff Recommendation

Motion to Approve Resolution No. 2024-120 Accepting USPCA AKC Reunite 2024 K9 Grant to the Rogers Police Department

Financial Impact: \$7,500

Source Fund: Fund 400

Budgeted? N/A

Supporting Documentation

- A. 2024-120 Accepting Grant for Police Canine
- B. 2024 AKC Grant Application

RESOLUTION NO. 2024 – 120

**A RESOLUTION AUTHORIZING GRANT ACCEPTANCE FOR THE PURCHASE OF
A POLICE CANINE**

WHEREAS, USPCA AKC REUNITE provides grant funding to political subdivisions for funding the purchase of tracking and recovery canines; and

WHEREAS, the City of Rogers, Minnesota Police Department submitted an application for the grant, a copy of which is attached hereto as Exhibit A; and

WHEREAS, the City has been notified that it has been awarded \$7,500 from the grant;

NOW, THEREFORE, BE IT RESOLVED, the City accepts the funding for the purchase of a police canine, subject to the following:

1. The City agrees to abide by all terms and conditions required to receive the Grant.
2. Rogers Police Chief Daniel Wills is hereby appointed as the City's Authorizing Agent related to the Grant.
3. The Authorizing Agent is granted the authority to commit the City to any terms and conditions required to accept the Grant.
4. The Authorizing Agent is granted the authority and directed to execute any documents necessary to accept the Funding.
5. The Authorizing Agent shall serve as the City's official liaison with the entity issuing the Grant.
6. The Authorizing Agent is granted the authority to direct City staff in matters related to accepting the Grant.

Adopted this ____ day of _____, 20__

BY THE CITY COUNCIL

Mayor

Attest: _____
City Clerk

EXHBIT A
(copy of application)

ROGERS POLICE DEPARTMENT



ROGERS, MINNESOTA

DANIEL M. WILLIS
CHIEF OF POLICE

Mr. Mark Darnell,

The Rogers Police Department is seeking the AKC Reunite Adopt a K-9 Cop grant. As part of our 2024 budget, we are committing a minimum of \$2500 toward the K9 program.

Our K9 program has been in place since 2017 with one dual purpose (narcotics/patrol) K9. K9 Zeus has been a vital member of our department in numerous different functions. His work has directly attributed to the seizure of numerous pounds of narcotics, thousands of dollars in cash, numerous violent criminals arrested, as well as missing children and vulnerable adults located.

K9 Zeus not only is an important member of our department, but a highly regarded public engagement tool. He has been utilized to present to thousands of school aged children, and hundreds of adults, giving them an inside look at not only a police department, but also the benefits of a K9 program. He is quite easily the most talked about and highly regarded member of our department.

K9 Zeus is nearing the end of his working life, and will be retiring in 2024. We are seeking this grant to continue the extremely beneficial work our K9 program has produced.

We thank you for your consideration in this grant, and are happy to answer any questions you may have!

Regards,

Sergeant Matt Nelson

ROGERS POLICE DEPARTMENT
21860 INDUSTRIAL COURT
ROGERS, MINNESOTA 55374



AKC REUNITE ADOPT A K-9 COP
2024 Matching Grant
Guidelines and Application



Please complete all sections. Form must be typed.

Section A: GENERAL INFORMATION

- 1) Date of Application: 5/13/2024
- 2) Department Name: Rogers Police Department
- 3) Mailing Address for Department: 21860 Industrial Court
Street Address
Rogers, MN 55374
City, State and Zip
- Web Site: rogersmn.gov
- Email: police@rogersmn.gov Phone: (763) 428-3450
- 4) Department Chief, Sheriff, or Designee: Daniel Wills
Title: Chief of Police Email: dwillis@rogersmn.gov
Phone: (763) 428-3450
- 5) Grant Application Contact Person (if other than above)
Name: Matt Nelson Title: Sergeant
Email: mnelson@rogersmn.gov Phone: (763) 428-0569
- 6) Federal Tax ID# (EIN): 41-1243530
- 7) Tax-exempt status: Exempt
- 8) Has your department received any previous support from the American Kennel Club or AKC Reunite?
List the specific year (s) and please explain:
No
- 9) Territory or area served: City of Rogers (what jurisdiction will this k9 work in?)

Section B: SPONSORING CLUB INFORMATION

1) Sponsoring AKC Club: **UNITED STATES POLICE CANINE ASSOCIATION, INC.**

2) Primary Club Grant Contact:

Don Slavik - Executive Director

34605 454th Ave Ottertail, MN 56571

Email: executivedirector@uspcak9.com

Phone: 651-350-4541

Section C: K-9 PROGRAM DESCRIPTION

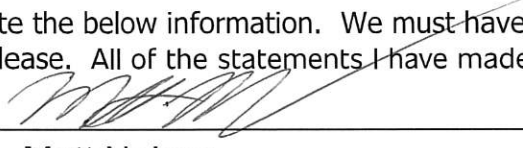
1) Please describe the department's current K-9 unit/program: (if it is new, please describe your department's goal. If you have an existing program, tell us briefly about that program:

Our department is home to one dual purpose (narcotics/patrol) K9 Zeus. K9 Zeus was
the first K9 to serve the city in this capacity, which started in 2017. K9 Zeus has been
instrumental in removing drugs from our streets, and locating those who would have not been found!

2) What is your expected cost for purchase of the K-9? 18,500

Section D: CERTIFICATION

Please complete the below information. We must have a written signature. Typed or digital signatures are not allowed, please. All of the statements I have made in this application are true and accurate.

SIGNATURE: 

Printed Name: Matt Nelson Title: K9 Sergeant

Department: Rogers Police Department Date: _____

****PLEASE NOTE: Check will be issued/mailed to the Department named on the W-9 form.**

Check list:

Section E: ATTACHMENTS

- ☒ Please make sure that this application is COMPLETE. All blanks must be filled and there must be a written signature in the certification section.
- ☒ Completed W-9 Must be included with Application. **The check can only be mailed to the Department and department address listed on the W-9.**
- ☒ Proof of 501(c)(3) status, if applicable.
- ☒ Agree to display AKC REUNITE stickers on their k9 squad.
- ☒ Letter of Commitment of \$2500.00 from Department (on letterhead)
- ☒ I agree to notify AKC ReUnite once the K-9 is purchased. Send email to relief@akcreunite.org Attn: Megan Trierweiler

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

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.

City of Rogers

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) ►

Local Government

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.

22350 South Diamond Lake Road

6 City, state, and ZIP code

Rogers, MN 55374

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 - 1 2 4 3 5 3 0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Budgert Buzska

Date ► 01/11/2024

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.

Matt Nelson

From: uspcak9@memberclicks-mail.net on behalf of secretary@uspcak9.com <uspcak9@memberclicks-mail.net>
Sent: Tuesday, May 14, 2024 6:56 PM
To: Matt Nelson
Subject: Membership Form or Renewal Submitted Successfully!

Thank you, MATT NELSON!

Your Membership application has been submitted successfully. We greatly appreciate your membership!

Region: 12

Department: ROGERS PD

Invoice #: 20289

Amount Paid: \$50.00



[Privacy Policy](#)



STAFF REPORT

Meeting Date: December 10, 2024

ROGERS CITY COUNCIL

Agenda Item: 5.7

Subject: Approval of Updated Capital Asset Policy

Prepared By: Matthew Rathlisberger, Assistant Finance Director

Recommended Council Action

Motion to approve the updated Capital Asset Policy as presented.

Overview / Background / Analysis

In December 2021, the City Council last revised the City's capital asset policy. The purpose of such a policy is to provide record keeping guidelines for assets purchased and disposed of by the City, and the thresholds at which purchased assets are recognized by the City that qualify for depreciation for use with annual financial reporting requirements.

In an effort to align the City's financial reporting activities with recently issued Governmental Accounting Standards Board (GASB) statements, and changes in the economic landscape over the past several years, the City's previous capital asset policy became outdated.

Recommendations for policy changes have been made to reflect present economic conditions with monetary increases to capitalization thresholds and updates to the capitalization criteria of capital assets to meet current GASB standards. These efforts will assist with simplifying the City's financial reporting practices for capital assets.

The memo includes two versions of the policy: a redlined version highlighting the changes to the existing policy and a clean copy showing how the updated policy will appear. A summary of the significant changes to the policy are outlined below:

Capitalization Period

- The number of years required to capitalize assets was revised to five years for consistency, with exceptions for intangible assets.

Capitalization Thresholds

- The thresholds for capitalizing asset categories were increased, such as machinery and equipment and other assets from \$10,000 to \$25,000, land from \$10,000 to \$50,000, land improvements from \$25,000 to \$75,000, buildings and building improvements from \$50,000 to \$100,000, and infrastructure and

construction in progress from \$100,000 to \$150,000.

- A new group asset purchasing threshold of \$150,000 was introduced in accordance with GASB Implementation Guide No. 2021-1.

Asset Classes and Criteria Revisions

- Expanded the asset descriptions for categories like machinery, equipment, and building and land improvements, and reclassified water wells to infrastructure from land to bring them into line with GASB standards.
- Added a new subcategory for other assets, intangible assets, to align with GASB Statement No. 51.

Revised Operational and Reporting Guidelines

- Additional examples of repair and maintenance activities were added, the valuation method for donations was revised according to GASB Statement No. 72, and further guidance was added on the disposition of assets and use of estimated asset useful lives.

Leases and Subscription-Based Assets

- The capital leases section was replaced to reflect changes in lease accounting under GASB Statement No. 87 and new guidance was added for subscription-based information technology arrangements (STIBAs) in accordance with GASB Statements No. 96, including the accounting treatments for right-to-use assets.

Staff Recommendation

Motion to approve the updated Capital Asset Policy as presented.

Financial Impact: N/A

Source Fund: N/A

Budgeted? N/A

Supporting Documentation

- A. Capital Asset Policy - Redlined
- B. Capital Asset Policy - Clean

CITY OF ROGERS CAPITAL ASSET POLICY

December 10, 2024

INTRODUCTION

The City of Rogers was required to implement Governmental Accounting Standards Board (GASB) Statement No. 34, *Basic Financial Statements and Management's Discussion and Analysis for State and Local Governments* for the fiscal year ending December 31, 2004. Statement No. 34 established new financial reporting requirements for state and local governments throughout the United States. Statement No. 34 created new information and restructured much of the information that the City of Rogers had presented in its annual reports prior to implementation. The intent of this requirements is to make annual reports more comprehensive and easier to understand and use.

Two key components of Statement No. 34 require governments to report capital assets and the capital assets depreciate over their estimated useful lives. Therefore, it is necessary for the City to have a Capital Asset Policy that meets these financial statement reporting requirements and provides management information.

While the Capital Asset Policy is not all encompassing, it will provide guidance for the City to meet the reporting requirements, i.e., meeting the primary objective of financial reporting as it pertains to valuation, allocation, presentation and disclosure; therefore, this policy will not be used for property control purposes.

This policy amends the Capitalization Policy that was implemented on 12/28/2004, and revised on 7/12/2016, and 12/14/2021, respectively.

This policy is effective 12/10/2024.

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CITY OF ROGERS CAPITAL ASSET POLICY

Purpose

It is the policy of the City of Rogers to maintain appropriate procedures regarding the procurement, management, and disposal of all capital assets in accordance with Governmental Accounting Standards Board Statement No. 34 (GASB 34). This Capital Assets Policy establishes criteria for reporting capital assets within the City's financial statements in order to provide users with consistent and comparable information for the current and all future fiscal periods.

Section I: Capital Asset Definition

The term capital assets include land, improvements to land, easements, buildings, building improvements, vehicles, machinery, equipment, works of art and historical treasures, infrastructure, and all other tangible or intangible assets that are used in operations that have initial useful lives in excess of ~~5~~ **five-years, with an exception for intangible assets as specified in Section IV.**

Items acquired for sale, rather than for use in operations are not capital assets. They are treated like sales inventories and investments for accounting and financial reporting purposes.

Capital assets are reported in the applicable governmental or business-type activities columns in the City's government-wide financial statements.

Section II: Capitalization Thresholds

For financial reporting purposes only, the City will classify and establish capitalization thresholds for each asset class as follows:

Land	\$10,000 \$50,000
Buildings and building improvements	\$50,000 \$100,000
Improvements other than buildings (land improvements)	\$25,000 \$75,000
Machinery and equipment	\$10,000 \$25,000
Infrastructure and other improvements	\$100,000 \$150,000
All Q other assets (and intangible assets)	\$10,000 \$25,000
Group asset purchases	\$150,000
Construction in progress	Accumulate all costs and capitalize if > \$100,000 \$150,000 when complete

Group Asset Purchases

In accordance with GASB Implementation Guide (IG) 2021-1, the City will capitalize groups of like assets (i.e., computers, radios, furniture, library books, etc.) that when purchased, in the aggregate, will exceed the threshold listed above and meet all of the following criteria:

- Assets will be of similar asset useful lives**
- Assets will be of similar asset classes**
- All of the grouped assets must be disposed at the same time (i.e., not individual dispositions)**

Section III: Reporting Capital Assets

Capital assets are reported at their historical cost. The historical cost of a capital asset should include the cost of the asset itself and the following:

- Ancillary charges necessary to place the asset into its intended location (e.g., freight charges)
- Ancillary charges necessary to place the asset into its intended condition for use (e.g., installation and site preparation charges)

A cost should only be capitalized if it is (1) directly identifiable with a specific asset and (2) only if it is incurred after the acquisition of the related asset has come to be considered probable (i.e., “likely to occur”). For example, a study to determine the best location for a building or a feasibility study would not be capitalized while legal costs to acquire property would be capitalized.

The historical cost of a capital asset should include the cost of any subsequent additions or improvements but exclude the cost of repairs and maintenance. An addition or improvement, unlike a repair, either enhances a capital asset’s functionality (effectiveness or efficiency), or it extends a capital asset’s expected useful life. For example, mill and overlays or periodically resurfacing a new road would be treated as a repair (the cost would not be capitalized), while reconstructing a road or adding a new lane constitutes an addition (a cost that would be capitalized). **Additional examples of repair and maintenance activities include the repaving of trails, the replacement of heating and cooling and related systems (except for significant ice arena refrigeration systems), and the exterior renovations (replacement) of building siding, roofing, or masonry.**

In the event the historical cost of a capital asset is not practically determinable, it will be necessary to record an estimated historical cost of the asset using alternative methods. Alternative methods include standard costing and normal costing. Standard costing estimates the historical cost of a capital asset by establishing the average cost of obtaining the same or a similar asset at the time of acquisition. Normal costing estimates historical cost based on the current cost to either reproduce or replace the capital asset, indexed by a reciprocal factor from the estimated acquisition date, i.e., taking the value of acquiring the asset new today and then discounting that amount by an appropriate inflation factor back to the date of acquisition.

Assets that the City purchases at a nominal amount or are given by another party are to be recorded as donations rather than using the actual nominal cost to the City. Donated capital assets should be reported at their estimated fair **acquisition** value at the time of acquisition **donation** plus ancillary charges, if any. Fair **Acquisition** value is the amount at which an asset could be exchanged in a current transfer at arm’s length between willing parties, other than in a forced or liquidation sale. For assets that do not have easily obtainable fair market **acquisition** values, the City should use the amount it would cost them to purchase or contract the asset in question. Donations are defined as voluntary contributions of resources to the City by a non-governmental entity. A voluntary contribution of resources between governmental entities is not a donation.

Section IV: Major Asset Classes

Governments commonly report seven or more major classes of capital assets:

1. Land

Land is generally characterized by an indefinite useful life; therefore, it is not depreciated. The cost of land should not only include its acquisition price, but also the cost of initially preparing the land for its intended use (excavation, fill, grading). Land frequently is closely associated with some other assets (e.g., land under a building or road). No matter how close this relationship may be, land should always be treated separately. Examples of items to be capitalized as land and land improvements include:

- Purchase price or fair value at time of gift
- Commissions
- Professional fees, including title searches, architect, legal, engineering, appraisal, surveying, environmental assessments, etc.
- ~~Land excavation, fill, grading, and drainage~~
- Demolition of existing buildings and improvements (less salvage value)
- ~~Removal, relocation, or reconstruction of property owned by others such as power, telephone, and railroad lines~~
- Interest on mortgages accrued at the date of purchase
- Accrued and unpaid taxes at the date of purchase
- Other costs incurred in acquiring the land
- ~~Water wells, including initial cost for drilling, the pump, and its casing~~

- Permanent right-of-way

2. Buildings and Building Improvements

Buildings. All permanent structures that are attached to land, have a roof, are partially or completely enclosed by walls, and are not intended to be transportable or moveable are included in this asset class. The City can elect to report major components of buildings as separate capital assets in their own right, when these components have a significantly shorter estimated useful life than the structure to which they relate (e.g., HVAC). **Certain buildings or structures that are an ancillary part of infrastructure networks, such as a water pumping station, should be reported as infrastructure rather than as buildings.** Examples of items to be capitalized as buildings include:

Purchased Buildings

- Original purchase price
- Expenses for remodeling, reconditioning, or altering a purchased building to make it ready for its intended purpose
- Environmental compliance, i.e., asbestos abatement
- Professional fees, includes architectural, engineering, management fees for design and supervision, and legal fees
- Cancellation or buyout of existing leases
- Other costs required to place or render the asset into operation

Constructed Buildings

- Completed project costs
- Cost of excavation, grading, or filling of land for a specific building
- Expenses incurred for the preparation of plans, specifications, and blueprints
- Building permits
- **Professional fees**
- Costs of temporary buildings used during construction
- **Permanently attached fixtures that cannot be removed without impairing the use of the building**
- Additions to buildings, i.e., expansions, extensions, or enlargements

Building Improvements. Building improvements include capitalized costs that materially extend the useful life of a building, increase the value of a building, or both. Building improvements should not include maintenance and repairs done in the normal course of business. If practical, the costs of an improvement are normally added to the cost of the related structure, rather than treating it as a separate asset.

Examples of items to be capitalized as building improvements include:

- **Conversions of attics, basements, etc. to usable office space**
- **Structures attached to the building such as garages, enclosed stairwells, etc.**
- Installation or upgrade of heating and cooling systems, including ceiling fans and attic fans
- Original installation or upgrade of wall or ceiling covering such as carpeting, tiles, paneling, or parquet
- Structural changes such as reinforcement of floors or walls, installation or replacement of beams, rafters, joists, steel grids, or other interior framing
- Installation or upgrade of window or door-frames, upgrading windows or doors, built-in closet and cabinets
- Interior renovation of casings, baseboards, light fixtures, and ceiling trim
- **Exterior renovations (original installation) of building siding, roofing, or masonry**
- Installation or upgrade of plumbing and electrical wiring
- Installation or upgrade of telecommunication systems
- **Other costs associated with the above improvements**

Examples of items considered repairs or maintenance in nature and should not be capitalized as buildings or building improvements include:

- Adding, removing and/or moving of walls relating to renovation projects that are not considered major rehabilitation projects and do not increase the value of the building
- Improvement projects of minimal or no added life expectancy and/or value to the building
- Plumbing or electrical repairs
- Cleaning, pest extermination, or other periodic maintenance
- Interior decoration, i.e., draperies, blinds, curtain rods, wallpaper
- Exterior decoration, i.e., detachable awnings, uncovered porches, decorative fences
- Maintenance-type interior renovation including repainting, touch-up plastering, replacement of carpet, tile, or pane sections, and refinishing of sinks and fixtures
- Replacement of a part or component of a building with a new part of the same type and performance capabilities, e.g., replacement of an old boiler with a new one of the same type and performance capabilities
- Any other maintenance-related expenditure which does not increase the value of the building

3. Improvements Other Than Buildings (Land Improvements)

This asset class is used for permanent (i.e., non-moveable) improvements, other than buildings, that add value to land but do not have an indefinite useful life **as further identified below**. (~~i.e., fences, parking lots, retaining walls~~). **These are also considered improvements that prepare land for its intended use.** Moveable items should be classified as machinery and equipment.

Examples of items to be capitalized as land improvements are:

- **Fencing and gates**
- **Landscaping**
- **Parking lots, driveways, and parking barriers**
- **Outside sprinkler systems**
- **Recreation areas and athletic fields**
- **Paths and trails**
- **Softball fields, soccer fields, basketball courts and skateboard parks**
- **Fountains**
- **Pavilions**
- **Retaining walls**
- **Land excavation, fill, grading, drainage, and utility installation**
- **The removal, relocation, or reconstruction of property owned by others, such as power, telephone, and railroad lines, and retaining walls, parking lots, fencing, and landscaping**

4. Machinery and Equipment

This asset class includes vehicles, furnishings (**i.e., furniture, office equipment, etc.**), and similar moveable items used for operations for which the benefit extends beyond ~~one-year~~ **five-years** from the date of receipt **delivery**. These are directly related to the purchase and preparation of the asset for its intended use. **Personal property paid jointly by the City and other governmental entities should be capitalized by the entity responsible for future maintenance.** Examples of ~~expenditures~~ **expenses** to be capitalized as machinery and equipment include:

- Original contract or invoice price
- Freight charges
- Handling and storage charges
- In-transit insurance charges
- Sales, use and other taxes imposed on the acquisition

- Installation charges
- Charges for testing and preparation for use
- Cost of reconditioning used items that **substantially extend the life of the asset (i.e., engine replacement or rebuild)**
- Parts and labor associated with the construction of equipment, machinery, or vehicles

Note that the cost of extended warranties and/or maintenance agreements, which can be separately identified from the cost of the equipment, machinery, or vehicle, shall not be capitalized.

Additionally, the trade-in value of vehicles and/or equipment received shall be added to the net purchase price of the applicable capital asset at the time of capitalization. Such trade-in values should be reported as an addition to the capital asset and related gain on sale of equipment in the enterprise (proprietary) funds. Such activities do not take place on the governmental fund financial statements, but instead will be recorded on the government-wide financials for governmental activities in accordance with GASB 34.

5. Infrastructure

Infrastructure assets are long-lived capital assets that normally are stationary in nature and normally can be preserved for a significantly greater number of years than most capital assets (i.e., roads, bridges, tunnels, drainage systems, water and sewer systems, dams, and lighting systems).

As a general rule, the cost of buildings associated with infrastructure should be reported separately as buildings rather than as part of the cost of the infrastructure. The exception to this rule is buildings that are purely ancillary to a network or subsystem of infrastructure (e.g., road maintenance structures such as shops and garages associated with a highway system and water pumping stations associated with water systems).

Examples of infrastructure assets include:

- Roads, streets, curbs, gutters, and sidewalks
- Bridges
- **Water wells, including the initial cost for drilling, the pump, and its casing**
- Water and sanitary sewer systems
- Drainage and storm water systems
- Street lighting systems
- Signage

6. All Other assets (and Intangible Assets)

This asset class is used for assets that do not fit into one of the other major asset classes **previously described. This class also includes intangible assets that are excluded from GASB Statement No. 96, Subscription-Based Information Technology Arrangements (STIBAs) (see Section VIII: Subscriptions) but are subject to GASB Statement No. 51, Accounting and Financial Reporting for Intangible Assets.**

As noted, all other capital assets include assets that are subject to GASB Statement No. 51, which details the criteria and specifications of accounting for intangible assets. There are several requirements that must be met in order to be considered an intangible asset:

- **Have a lack of physical substance, is nonfinancial in nature, and have a useful live greater than one-year. Income generating assets and goodwill from governmental combinations are excluded from consideration**
- **The asset must be identifiable and can be separated or divided from the entity through the sale, transfer, exchange, or by contractual obligation**
- **The useful life of the asset is limited by its contractual or legal provisions**
- **Capitalized assets will be amortized instead of depreciated on the financial statements**

Examples of intangible assets include:

- Easements
- Permits and licenses (non-GASB 96 STIBA related)
- Water, timber, and mineral rights
- Patents
- Copyrights
- Trademarks
- Internally generated

Internally generated assets (i.e., computer software, websites) are those that were developed or purchased (one-time outlay, no subscription related requirements in accordance with GASB No. 96) for internal use. These assets should be capitalized if the cost of the software exceeds capitalization thresholds and is depreciated over the software's estimated useful life.

~~It also includes computer software that is either purchased or developed for internal use, which should be capitalized if the cost of the software exceeds the capitalization threshold and is depreciated over the software's estimated useful life. Capitalization of computer software includes software license fees if the total dollar amount of the fee divided by the number of units or terminals exceeds the threshold.~~

Examples of ~~expenditures~~ **expenses** to be capitalized as computer software include:

- External direct costs of materials and services, i.e., third-party fees for services
- Costs to obtain software from third parties
- Travel costs incurred by employees in their duties directly associated with development
- Payroll and payroll-related costs of employees directly associated with or devoting time to encoding, installing, or testing
- Costs to develop or obtain software that allows for access or conversion of old data by new information systems

Note that upgrades and enhancements should only be capitalized to the extent that they increase the functionality of the product.

7. Construction i **In p** **Progress**

This asset class is used for costs incurred to construct or develop an asset before it is substantially ready to be placed into service (at which time it is reclassified into the appropriate major asset class).

Section V: Depreciating Capital Assets

Depreciation is the process of allocating the cost of a tangible asset to the periods of benefit. Capital assets shall be depreciated over their estimated useful live with exception of the following:

- Inexhaustible assets, i.e., land, and land improvements that do not require maintenance or replacement, e.g., certain works of art and historical treasures
- Infrastructure assets reported using the modified approach and construction work-in-progress
- Construction work-in-progress

For financial purposes, the City will use the straight-line method of depreciation, which allocates the cost evenly over the life of the asset. Generally, at the end of an asset's life, the sum of the amounts charged for depreciation in each accounting period, or accumulated depreciation, will equal the original cost less salvage value.

Note that the City will record the partial year depreciation of capital assets that were sold and/or scrapped at the time of disposition (i.e., purchase, sale of assets, etc.).

Section VI: Capital Assets Estimated Useful Life

The City's capital assets are depreciated over the following estimated useful lives derived from the Internal Revenue Service Alternative Depreciation System (ADS):

Land (and some Intangible Assets) Indefinite life, not depreciated

Buildings and Building Improvements

Buildings	40 years
Temporary and portable buildings	25 years
Roof	20 years
HVAC (heating, ventilation, air conditioning)	20 years
Electrical	20 years
Plumbing	20 years
Sprinkler system	20 years
Elevators	20 years
Floor covering other than carpet	15 years
Interior construction	15 years
Security and fire alarm system	10 years
Cabling	10 years
Interior renovation	10 years
Carpeting	7 years
Other buildings and building improvements not listed above	7-40 years

Improvements Other Than Buildings (Land Improvements)

Fencing and gates	20 years
Landscaping	20 years
Outdoor sprinkler and irrigation systems	20 years
Golf courses	20 years
Swimming pools, tennis and basketball courts, skate parks	20 years
Fountains	20 years
Retaining walls	20 years
Outdoor lighting	20 years
Recreation areas and athletic fields, including bleachers	15 years
Paths and trails	15 years
Septic systems	15 years
Other improvements not listed above	15-20 years

Machinery and Equipment

Outdoor equipment (playgrounds, scoreboards)	15 years
Firefighting trucks	15 years
Athletic equipment	10 years
Telecommunications equipment	10 years
Fire department equipment	10 years
Furniture and fixtures (excluding structural components)	10 years
Grounds equipment (mowers, tractors, bobcats)	10 years
Kitchen equipment (appliances)	10 years
Lab equipment	10 years
Law enforcement equipment	10 years
Custodial equipment	10 years
Business machines and office equipment	7 years
Audio visual equipment	6 years
Heavy general purpose truck and equipment (weight > 13,000lbs)	6 years

Cars, light general purpose trucks (weight < 13,000lbs)	5 years
Photocopiers	5 years
Computer equipment and software (internally developed or purchased software, servers, and network equipment (all are owned by the City are non-subscription based)) (servers, network equipment, large software packages such as document management software)	5 years
Machinery, tools, and other equipment not listed above	5 years

Infrastructure and Other Improvements

Water, sanitary sewer, storm sewer systems	50 years
Roads, streets, curb, and gutter	20 years
Sidewalks	20 years
Bridges	20 years
Parking lots, driveways, and parking barriers	15 years
Other infrastructure and improvements not listed above	15-50 years

The estimated useful lives of capital assets are intended to be guidance, not absolutes. The estimated useful life of a capital asset may be adjusted based on the professional judgment of a qualified individual in the Finance Department. Determinations must be made on a case-by-case basis.

Section VII: Sale/Disposition of City-Owned Assets

Department Heads are to review a capital asset listing each year pertaining to their department. They are responsible for notifying the Finance department of any purchases not already included in the listing as well as any sales or dispositions of assets (including trade-ins). This will help ensure the City's asset listing is current and accurate.

Per Minnesota State Statute Section 15.054, officers (elected officials and employees who can influence the decision making related to the sale or disposition of the asset in question) and employees of the City are generally prohibited from selling City-owned assets to another officer or employee of the City. This prohibition does not apply to the sale of items acquired or produced for sale to the general public in the ordinary course of business. In addition, City employees and officers are allowed to sell City assets if the sale is in the normal course of their duties. Both City employees and officers are also subject to Minnesota Statute Sections 471.87 through 471.88 regarding conflicts of interest for the sale or contract of goods/services

Assets no longer needed for public purposes can be sold to a City employee (but not to an officer) under the following conditions:

- There has been reasonable public notice and the property is sold by public auction or sealed bid
- The employee is the highest responsible bidder
- The employee who buys the property must not be directly involved in the public auction or sealed bid process

There is no exception that allows the sale of City-owned real estate to a City officer.

These prohibitions indicated above do not apply to the sale of items acquired or produced for sale to the general public in the ordinary course of business. In addition, such City assets should follow Minnesota Statute Section 471.345, Subdivision 17 regulating the sale of surplus equipment, materials or supplies through a competitive auction environment (and advertised in a newspaper of general circulation, as applicable).

Section VIII: Leases

Any City leases that meet the GASB Statement No. 87, *Leases* determination as a lessee asset lease shall be recorded as leased asset on the City annual financial statements subject to the materiality thresholds on the fund-level or government-wide basis, as considered applicable.

If the leased assets are considered subject to GASB No. 87, as specified above, they're to be considered right-to-use lease assets and will have offsetting lease liabilities. These assets are to be initially measured at the present value of payments expected to be made during the lease term, adjusted for lease payments made at or before the lease commencement date, plus certain initial direct costs. Subsequently, the lease asset is to be amortized, in a systematic and rational manner over the shorter of the lease term or the useful life of the underlying asset. All remaining financial reporting requirements and note disclosures will follow the guidance defined in the standard.

For those leases that do not meet any of the above conditions, they shall be recorded as an operating lease and reported in the notes of the financial statements in accordance with the GASB Statement described above.

Section IX: Subscriptions

Any City subscriptions that meet the GASB Statement No. 96, *Subscription-Based Information Technology Arrangements* (STIBAs) determination as a STIBA asset shall be recorded on the City annual financial statements subject to the materiality thresholds on the fund-level or government-wide basis, as applicable.

A subscription (STIBA), as defined by GASB, is a contract that conveys control of the right to use another party's (a SBITA vendor's) information technology (IT) software, alone or in combination with tangible capital assets (the underlying IT assets), as specified in the contract for a period of time in an exchange or exchange-like transaction.

If the SBITA is considered subject to GASB No. 96, as noted above, they are considered to be SBITA assets. These are considered to be right to use subscription (intangible) assets and will have offsetting subscription liabilities. These assets are to be initially measured as the sum of the present value of payments expected to be made during the subscription term, payments associated with the SBITA contract made to the SBITA vendor at the commencement of the subscription term, when applicable, and capitalizable implementation costs, less any SBITA vendor incentives received from the SBITA vendor at the commencement of the SBITA term. Subsequently, the SBITA assets are to be amortized, in a systematic and rational manner over the shorter of the subscription term or the useful life of the underlying IT assets. All remaining financial reporting requirements and note disclosures will follow the guidance defined in the standard.

For those STIBAs that do not meet any of the above conditions, they should be recorded as an intangible asset in accordance with GASB No. 51 as other capital assets and reported in the notes of the financial statements in accordance with the GASB Statement described above.

Section VIII: Capital Leases

~~Capital Leased Property includes leased real or personal property, for which ownership of the asset substantially transfers to the lessee; therefore, meeting the criteria for capitalizing as an asset. Capitalize the cost of the asset in accordance with this policy if the lease agreement meets any one of four conditions:~~

- ~~• It transfers ownership of the property to the lessee at the end of the lease term~~
- ~~• The lease contains a "bargain purchase" option—an option that gives the lessee the right to purchase the asset for a future price less than the fair market value~~
- ~~• The lease term is equal to at least 75% of the asset's estimated economic life~~
- ~~• The present value of the minimum lease payments at the inception of the lease, excluding executory costs, equals at least 90% of the fair market value of the leased asset at the time the lessee signs the lease~~

~~Leases that do not meet any of the above conditions shall be recorded as an operating lease and reported in the notes of the financial statements.~~

CITY OF ROGERS CAPITAL ASSET POLICY

December 10, 2024

INTRODUCTION

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Capital assets are reported in the applicable governmental or business-type activities columns in the City's government-wide financial statements.

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Group asset purchases	\$150,000
Construction in progress	Accumulate all costs and capitalize if > \$150,000 when complete

Group Asset Purchases

In accordance with GASB Implementation Guide (IG) 2021-1, the City will capitalize groups of like assets (i.e., computers, radios, furniture, library books, etc.) that when purchased, in the aggregate, will exceed the threshold listed above and meet all of the following criteria:

- Assets will be of similar asset useful lives
- Assets will be of similar asset classes
- All of the grouped assets must be disposed at the same time (i.e., not individual dispositions)

Section III: Reporting Capital Assets

Capital assets are reported at their historical cost. The historical cost of a capital asset should include the cost of the asset itself and the following:

- Ancillary charges necessary to place the asset into its intended location (e.g., freight charges)
- Ancillary charges necessary to place the asset into its intended condition for use (e.g., installation and site preparation charges)

A cost should only be capitalized if it is (1) directly identifiable with a specific asset and (2) only if it is incurred after the acquisition of the related asset has come to be considered probable (i.e., "likely to occur"). For example, a study to determine the best location for a building or a feasibility study would not be capitalized while legal costs to acquire property would be capitalized.

The historical cost of a capital asset should include the cost of any subsequent additions or improvements but exclude the cost of repairs and maintenance. An addition or improvement, unlike a repair, either enhances a capital asset's functionality (effectiveness or efficiency), or it extends a capital asset's expected useful life. For example, mill and overlays or periodically resurfacing a new road would be treated as a repair (the cost would not be capitalized), while reconstructing a road or adding a new lane constitutes an addition (a cost that would be capitalized). Additional examples of repair and maintenance activities include the repaving of trails, the replacement of heating and cooling and related systems (except for significant ice arena refrigeration systems), and the exterior renovations (replacement) of building siding, roofing, or masonry.

In the event the historical cost of a capital asset is not practically determinable, it will be necessary to record an estimated historical cost of the asset using alternative methods. Alternative methods include standard costing and normal costing. Standard costing estimates the historical cost of a capital asset by establishing the average cost of obtaining the same or a similar asset at the time of acquisition. Normal costing estimates historical cost based on the current cost to either reproduce or replace the capital asset, indexed by a reciprocal factor from the estimated acquisition date, i.e., taking the value of acquiring the asset new today and then discounting that amount by an appropriate inflation factor back to the date of acquisition.

Assets that the City purchases at a nominal amount or are given by another party are to be recorded as donations rather than using the actual nominal cost to the City. Donated capital assets should be reported at their estimated acquisition value at the time of donation plus ancillary charges, if any. Acquisition value is the amount at which an asset could be exchanged in a current transfer at arm's length between willing parties, other than in a forced or liquidation sale. For assets that do not have easily obtainable acquisition values, the City should use the amount it would cost them to purchase or contract the asset in question. Donations are defined as voluntary contributions of resources to the City by a non-governmental entity. A voluntary contribution of resources between governmental entities is not a donation.

Section IV: Major Asset Classes

Governments commonly report seven or more major classes of capital assets:

1. Land

Land is generally characterized by an indefinite useful life; therefore, it is not depreciated. The cost of land should not only include its acquisition price, but also the cost of initially preparing the land for its intended use (excavation, fill, grading). Land frequently is closely associated with some other assets (e.g., land under a building or road). No matter how close this relationship may be, land should always be treated separately. Examples of items to be capitalized as land and land improvements include:

- Purchase price or fair value at time of gift
- Commissions
- Professional fees, including title searches, architect, legal, engineering, appraisal, surveying, environmental assessments, etc.
- Demolition of existing buildings and improvements (less salvage value)
- Interest on mortgages accrued at the date of purchase
- Accrued and unpaid taxes at the date of purchase
- Other costs incurred in acquiring the land
- Permanent right-of-way

2. Buildings and Building Improvements

Buildings. All permanent structures that are attached to land, have a roof, are partially or completely enclosed by walls, and are not intended to be transportable or moveable are included in this asset class. The City can elect to report major components of buildings as separate capital assets in their own right, when these components have a significantly shorter estimated useful life than the structure to which they relate (e.g., HVAC). Certain buildings or structures that are an ancillary part of infrastructure networks, such as a water pumping station, should be reported as infrastructure rather than as buildings. Examples of items to be capitalized as buildings include:

Purchased Buildings

- Original purchase price
- Expenses for remodeling, reconditioning, or altering a purchased building to make it ready for its intended purpose
- Environmental compliance, i.e., asbestos abatement
- Professional fees, includes architectural, engineering, management fees for design and supervision, and legal fees
- Cancellation or buyout of existing leases
- Other costs required to place or render the asset into operation

Constructed Buildings

- Completed project costs
- Cost of excavation, grading, or filling of land for a specific building
- Expenses incurred for the preparation of plans, specifications, and blueprints
- Building permits
- Professional fees
- Costs of temporary buildings used during construction
- Permanently attached fixtures that cannot be removed without impairing the use of the building
- Additions to buildings, i.e., expansions, extensions, or enlargements

Building Improvements. Building improvements include capitalized costs that materially extend the useful life of a building, increase the value of a building, or both. Building improvements should not include maintenance and repairs done in the normal course of business. If practical, the costs of an improvement are normally added to the cost of the related structure, rather than treating it as a separate asset.

Examples of items to be capitalized as building improvements include:

- Conversions of attics, basements, etc. to usable office space
- Structures attached to the building such as garages, enclosed stairwells, etc.
- Installation or upgrade of heating and cooling systems, including ceiling fans and attic fans
- Original installation or upgrade of wall or ceiling covering such as carpeting, tiles, paneling, or parquet
- Structural changes such as reinforcement of floors or walls, installation or replacement of beams, rafters, joists, steel grids, or other interior framing
- Installation or upgrade of window or door-frames, upgrading windows or doors, built-in closet and cabinets
- Interior renovation of casings, baseboards, light fixtures, and ceiling trim
- Exterior renovations (original installation) of building siding, roofing, or masonry
- Installation or upgrade of plumbing and electrical wiring
- Installation or upgrade of telecommunication systems
- Other costs associated with the above improvements

Examples of items considered repairs or maintenance in nature and should not be capitalized as buildings or building improvements include:

- Adding, removing and/or moving of walls relating to renovation projects that are not considered major rehabilitation projects and do not increase the value of the building
- Improvement projects of minimal or no added life expectancy and/or value to the building
- Plumbing or electrical repairs
- Cleaning, pest extermination, or other periodic maintenance
- Interior decoration, i.e., draperies, blinds, curtain rods, wallpaper
- Exterior decoration, i.e., detachable awnings, uncovered porches, decorative fences
- Maintenance-type interior renovation including repainting, touch-up plastering, replacement of carpet, tile, or pane sections, and refinishing of sinks and fixtures
- Replacement of a part or component of a building with a new part of the same type and performance capabilities, e.g., replacement of an old boiler with a new one of the same type and performance capabilities
- Any other maintenance-related expenditure which does not increase the value of the building

3. Improvements Other Than Buildings (Land Improvements)

This asset class is used for permanent (i.e., non-moveable) improvements, other than buildings, that add value to land but do not have an indefinite useful life as further identified below. These are also considered improvements that prepare land for its intended use. Moveable items should be classified as machinery and equipment.

Examples of items to be capitalized as land improvements are:

- Fencing and gates
- Landscaping
- Parking lots, driveways, and parking barriers
- Outside sprinkler systems
- Recreation areas and athletic fields
- Paths and trails
- Softball fields, soccer fields, basketball courts and skateboard parks
- Fountains
- Pavilions
- Retaining walls
- Land excavation, fill, grading, drainage, and utility installation
- The removal, relocation, or reconstruction of property owned by others, such as power, telephone, and railroad lines, and retaining walls, parking lots, fencing, and landscaping

4. Machinery and Equipment

This asset class includes vehicles, furnishings (i.e., furniture, office equipment, etc.), and similar moveable items used for operations for which the benefit extends beyond five-years from the date of delivery. These are directly related to the purchase and preparation of the asset for its intended use. Personal property paid jointly by the City and other governmental entities should be capitalized by the entity responsible for future maintenance. Examples of expenses to be capitalized as machinery and equipment include:

- Original contract or invoice price
- Freight charges
- Handling and storage charges
- In-transit insurance charges
- Sales, use and other taxes imposed on the acquisition
- Installation charges

- Charges for testing and preparation for use
- Cost of reconditioning used items that substantially extend the life of the asset (i.e., engine replacement or rebuild)
- Parts and labor associated with the construction of equipment, machinery, or vehicles

Note that the cost of extended warranties and/or maintenance agreements, which can be separately identified from the cost of the equipment, machinery, or vehicle, shall not be capitalized.

Additionally, the trade-in value of vehicles and/or equipment received shall be added to the net purchase price of the applicable capital asset at the time of capitalization. Such trade-in values should be reported as an addition to the capital asset and related gain on sale of equipment in the enterprise (proprietary) funds. Such activities do not take place on the governmental fund financial statements, but instead will be recorded on the government-wide financials for governmental activities in accordance with GASB 34.

5. Infrastructure

Infrastructure assets are long-lived capital assets that normally are stationary in nature and normally can be preserved for a significantly greater number of years than most capital assets (i.e., roads, bridges, tunnels, drainage systems, water and sewer systems, dams, and lighting systems).

As a general rule, the cost of buildings associated with infrastructure should be reported separately as buildings rather than as part of the cost of the infrastructure. The exception to this rule is buildings that are purely ancillary to a network or subsystem of infrastructure (e.g., road maintenance structures such as shops and garages associated with a highway system and water pumping stations associated with water systems).

Examples of infrastructure assets include:

- Roads, streets, curbs, gutters, and sidewalks
- Bridges
- Water wells, including the initial cost for drilling, the pump, and its casing
- Water and sanitary sewer systems
- Drainage and storm water systems
- Street lighting systems
- Signage

6. All Other Assets (and Intangible Assets)

This asset class is used for assets that do not fit into one of the other major asset classes previously described. This class also includes intangible assets that are excluded from GASB Statement No. 96, *Subscription-Based Information Technology Arrangements* (STIBAs) (see Section VIII: Subscriptions) but are subject to GASB Statement No. 51, *Accounting and Financial Reporting for Intangible Assets*.

As noted, all other capital assets include assets that are subject to GASB Statement No. 51, which details the criteria and specifications of accounting for intangible assets. There are several requirements that must be met in order to be considered an intangible asset:

- Have a lack of physical substance, is nonfinancial in nature, and have a useful life greater than one-year. Income generating assets and goodwill from governmental combinations are excluded from consideration
- The asset must be identifiable and can be separated or divided from the entity through the sale, transfer, exchange, or by contractual obligation
- The useful life of the asset is limited by its contractual or legal provisions
- Capitalized assets will be amortized instead of depreciated on the financial statements

Examples of intangible assets include:

- Easements
- Permits and licenses (non-GASB 96 STIBA related)
- Water, timber, and mineral rights
- Patents
- Copyrights
- Trademarks
- Internally generated

Internally generated assets (i.e., computer software, websites) are those that were developed or purchased (one-time outlay, no subscription related requirements in accordance with GASB No. 96) for internal use. These assets should be capitalized if the cost of the software exceeds capitalization thresholds and is depreciated over the software's estimated useful life.

Examples of expenses to be capitalized as computer software include:

- External direct costs of materials and services, i.e., third-party fees for services
- Costs to obtain software from third parties
- Travel costs incurred by employees in their duties directly associated with development
- Payroll and payroll-related costs of employees directly associated with or devoting time to encoding, installing, or testing
- Costs to develop or obtain software that allows for access or conversion of old data by new information systems

Note that upgrades and enhancements should only be capitalized to the extent that they increase the functionality of the product.

7. Construction In Progress

This asset class is used for costs incurred to construct or develop an asset before it is substantially ready to be placed into service (at which time it is reclassified into the appropriate major asset class).

Section V: Depreciating Capital Assets

Depreciation is the process of allocating the cost of a tangible asset to the periods of benefit. Capital assets shall be depreciated over their estimated useful live with exception of the following:

- Inexhaustible assets, i.e., land, and land improvements that do not require maintenance or replacement, e.g., certain works of art and historical treasures
- Infrastructure assets reported using the modified approach and construction work-in-progress
- Construction work-in-progress

For financial purposes, the City will use the straight-line method of depreciation, which allocates the cost evenly over the life of the asset. Generally, at the end of an asset's life, the sum of the amounts charged for depreciation in each accounting period, or accumulated depreciation, will equal the original cost less salvage value.

Note that the City will record the partial year depreciation of capital assets that were sold and/or scrapped at the time of disposition (i.e., purchase, sale of assets, etc.).

The City's capital assets are depreciated over the following estimated useful lives derived from the Internal Revenue Service Alternative Depreciation System (ADS):

Indefinite life, not depreciated

Buildings	40 years
Temporary and portable buildings	25 years
Roof	20 years
HVAC (heating, ventilation, air conditioning)	20 years
Electrical	20 years
Plumbing	20 years
Sprinkler system	20 years
Elevators	20 years
Floor covering other than carpet	15 years
Interior construction	15 years
Security and fire alarm system	10 years
Cabling	10 years
Interior renovation	10 years
Carpeting	7 years
Other buildings and building improvements not listed above	7-40 years

Fencing and gates	20 years
Landscaping	20 years
Outdoor sprinkler and irrigation systems	20 years
Golf courses	20 years
Swimming pools, tennis and basketball courts, skate parks	20 years
Fountains	20 years
Retaining walls	20 years
Outdoor lighting	20 years
Recreation areas and athletic fields, including bleachers	15 years
Paths and trails	15 years
Septic systems	15 years
Other improvements not listed above	15-20 years

Outdoor equipment (playgrounds, scoreboards)	15 years
Firefighting trucks	15 years
Athletic equipment	10 years
Telecommunications equipment	10 years
Fire department equipment	10 years
Furniture and fixtures (excluding structural components)	10 years
Grounds equipment (mowers, tractors, bobcats)	10 years
Kitchen equipment (appliances)	10 years
Lab equipment	10 years
Law enforcement equipment	10 years
Custodial equipment	10 years
Business machines and office equipment	7 years
Audio visual equipment	6 years
Heavy general purpose truck and equipment (weight > 13,000lbs)	6 years

Cars, light general purpose trucks (weight < 13,000lbs)	5 years
Photocopiers	5 years
Computer equipment and software (internally developed or purchased software, servers, and network equipment (all are owned by the City are non-subscription based))	5 years
Machinery, tools, and other equipment not listed above	5 years

Infrastructure and Other Improvements

Water, sanitary sewer, storm sewer systems	50 years
Roads, streets, curb, and gutter	20 years
Sidewalks	20 years
Bridges	20 years
Parking lots, driveways, and parking barriers	15 years
Other infrastructure and improvements not listed above	15-50 years

The estimated useful lives of capital assets are intended to be guidance, not absolutes. The estimated useful life of a capital asset may be adjusted based on the professional judgment of a qualified individual in the Finance Department. Determinations must be made on a case-by-case basis.

Section VII: Sale/Disposition of City-Owned Assets

Department Heads are to review a capital asset listing each year pertaining to their department. They are responsible for notifying the Finance department of any purchases not already included in the listing as well as any sales or dispositions of assets (including trade-ins). This will help ensure the City's asset listing is current and accurate.

Per Minnesota State Statute Section 15.054, officers (elected officials and employees who can influence the decision making related to the sale or disposition of the asset in question) and employees of the City are generally prohibited from selling City-owned assets to another officer or employee of the City. This prohibition does not apply to the sale of items acquired or produced for sale to the general public in the ordinary course of business. In addition, City employees and officers are allowed to sell City assets if the sale is in the normal course of their duties. Both City employees and officers are also subject to Minnesota Statute Sections 471.87 through 471.88 regarding conflicts of interest for the sale or contract of goods/services

Assets no longer needed for public purposes can be sold to a City employee (but not to an officer) under the following conditions:

- There has been reasonable public notice and the property is sold by public auction or sealed bid
- The employee is the highest responsible bidder
- The employee who buys the property must not be directly involved in the public auction or sealed bid process

There is no exception that allows the sale of City-owned real estate to a City officer.

These prohibitions indicated above do not apply to the sale of items acquired or produced for sale to the general public in the ordinary course of business. In addition, such City assets should follow Minnesota Statute Section 471.345, Subdivision 17 regulating the sale of surplus equipment, materials or supplies through a competitive auction environment (and advertised in a newspaper of general circulation, as applicable).

Section VIII: Leases

Any City leases that meet the GASB Statement No. 87, *Leases* determination as a lessee asset lease shall be recorded as leased asset on the City annual financial statements subject to the materiality thresholds on the fund-level or government-wide basis, as considered applicable.

If the leased assets are considered subject to GASB No. 87, as specified above, they're to be considered right-to-use lease assets and will have offsetting lease liabilities. These assets are to be initially measured at the present value of payments expected to be made during the lease term, adjusted for lease payments made at or before the lease commencement date, plus certain initial direct costs. Subsequently, the lease asset is to be amortized, in a systematic and rational manner over the shorter of the lease term or the useful life of the underlying asset. All remaining financial reporting requirements and note disclosures will follow the guidance defined in the standard.

For those leases that do not meet any of the above conditions, they shall be recorded as an operating lease and reported in the notes of the financial statements in accordance with the GASB Statement described above.

Section IX: Subscriptions

Any City subscriptions that meet the GASB Statement No. 96, *Subscription-Based Information Technology Arrangements* (STIBAs) determination as a STIBA asset shall be recorded on the City annual financial statements subject to the materiality thresholds on the fund-level or government-wide basis, as applicable.

A subscription (STIBA), as defined by GASB, is a contract that conveys control of the right to use another party's (a SBITA vendor's) information technology (IT) software, alone or in combination with tangible capital assets (the underlying IT assets), as specified in the contract for a period of time in an exchange or exchange-like transaction.

If the SBITA is considered subject to GASB No. 96, as noted above, they are considered to be SBITA assets. These are considered to be right to use subscription (intangible) assets and will have offsetting subscription liabilities. These assets are to be initially measured as the sum of the present value of payments expected to be made during the subscription term, payments associated with the SBITA contract made to the SBITA vendor at the commencement of the subscription term, when applicable, and capitalizable implementation costs, less any SBITA vendor incentives received from the SBITA vendor at the commencement of the SBITA term. Subsequently, the SBITA assets are to be amortized, in a systematic and rational manner over the shorter of the subscription term or the useful life of the underlying IT assets. All remaining financial reporting requirements and note disclosures will follow the guidance defined in the standard.

For those STIBAs that do not meet any of the above conditions, they should be recorded as an intangible asset in accordance with GASB No. 51 as other capital assets and reported in the notes of the financial statements in accordance with the GASB Statement described above.



STAFF REPORT

Meeting Date: December 10, 2024

ROGERS CITY COUNCIL

Agenda Item: 5.8

Subject: Approval of Purchase for Fire Station 1 Building Signage

Prepared By: Patrick Farrens, Fire Chief

Recommended Council Action

Motion to approve the purchase of Building Signage for Fire Station 1.

Overview / Background / Analysis

As part of the 2024-25 Equipment List, the City Council approved \$105,000 for building signs and a new monument sign at Rogers Fire Station 1. Chief Farrens has worked with numerous sign vendors throughout the year to design the building and monument signage and locate the best value, coming in well under the budgeted amount. Through this process, a final design was decided upon for the building signage, and the monument sign reader board would be the same design and software as the reader board at the Rogers Fire Station Facility Station 2. The reader board will be used for community messages, recruiting, etc.

Through numerous vendor searches and the process of adding signage to Fire Station 2, the total project is expected to come in at below \$95,000. The monument sign - is quoted at \$51,450, and the building signage is quoted at \$20,989, for \$72,439.00. Additional electrical work is needed and expected to cost less than \$5,000 per sign. Total project costs should not exceed \$95,000.

Staff Recommendation

Approve purchase of Fire Station 1 signage.

Financial Impact: NTE \$95,000

Source Fund: Fund 403

Budgeted? Yes

Supporting Documentation

- A. 0 Rogers Fire Station #1 - Rogers MN Sign Package REV D 10-30-24
- B. Monument Sign Diagram
- C. Monument Sign Quote

CUSTOMER INFORMATION

Customer: Rogers Fire Station #1

Address: Rogers MN

Sales: Jesse Yungner

DRAWING INFORMATION

File Name: Rogers Fire Station #1
Rogers MN
Sign Package
REV D 10-30-24

Date: REV A 10-22-24

Revisions: REV B 10-25-24
REV C 10-25-24 JSW
REV D 10-30-24 JSW

Designer: Kim Rafferty

Customer/
LL Approval:



SignArt Company

Eau Claire, WI
715-834-5127
800-235-5178

St. Paul, MN
651-688-0563
800-699-0563

www.signartusa.com



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ROGERS FIRE STATION 1

Location: Rogers, MN

Sign Package Revision: REV D 10-30-24

NEW Halo Lit Logo Sign

A Sign Specifications: West Elevation - Halo Lit Wall Sign

Non Illuminated Shaped Cabinet Sign Backer with Aluminum Face and Flat Cut Out Aluminum Graphics (white) and with Perimeter Cove Lighting (LED)
Flush Mounted to Wall

Fabricated Aluminum Frame

Returns:
Aluminum (black)

Face:
Aluminum Face, painted (black)
with 1/4" Flat Cut Out Aluminum Graphics, painted (white)

Perimeter Cove Lighting Effect:
Cove "Halo" Lighting around Perimeter of Sign - LEDs (white)

Sign Code info: Maximum 48 Sq Ft.

Quantity: (1)

Colors:



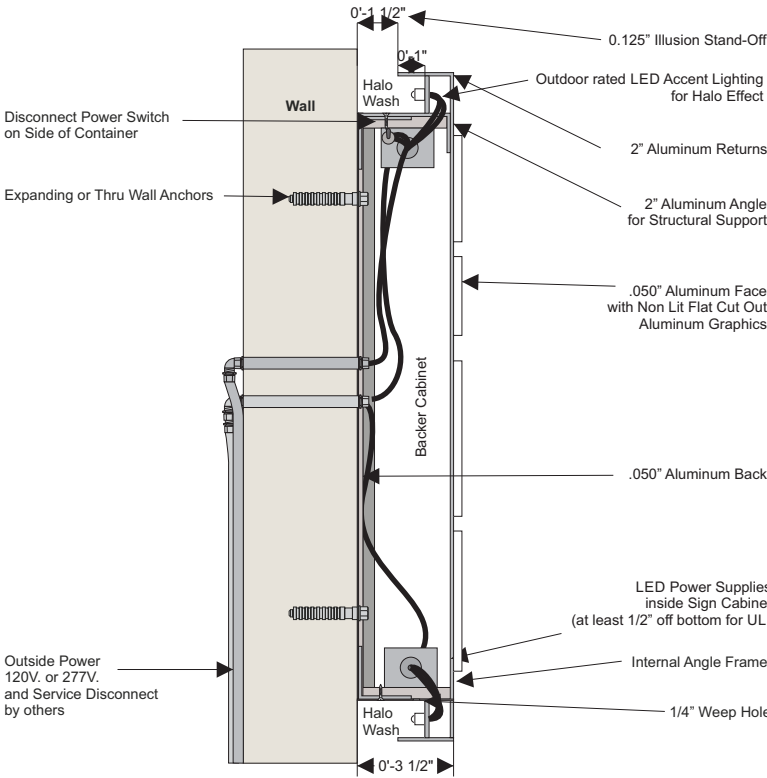
Black



White



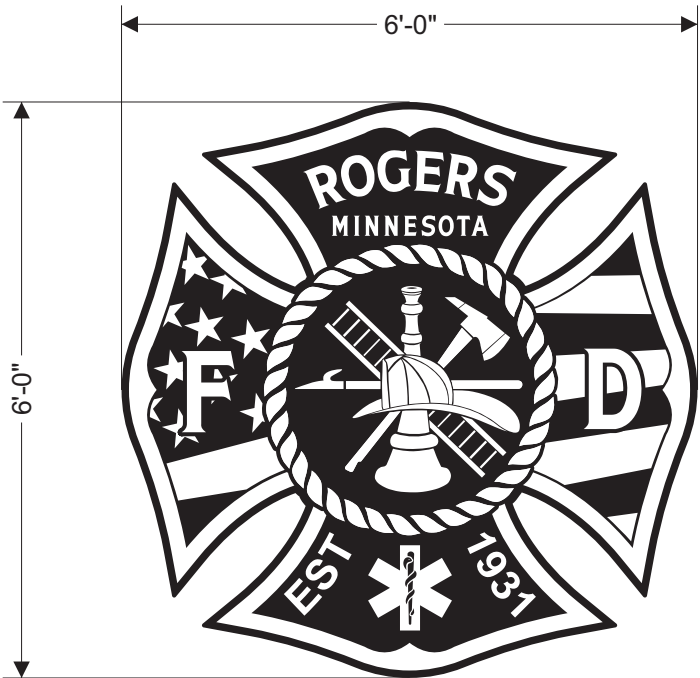
The actual sign attachment technique depends on the type of building wall, and to be determined at Site Survey.



SECTION ASSEMBLY DETAIL
Typical Shaped Aluminum Cabinet Sign with Perimeter Halo-Lit Effect (LEDs) and with Flat Cut Out Aluminum Graphics



A Proposed New Sign:
6' H. x 6' W. Halo Lit Logo Sign: 36 sq. ft.



Black Shaped Background
White 1/4" FCO Graphics

Power Penetration Location:



POWER PENETRATION
ON CENTER OF SIGN

+ = Power Penetration Location



= Flush Mounted WP Toggle Switch
with 20'-0" Liquid-Tite Tail

SCALE: 1/2" = 1'-0"

CUSTOMER INFORMATION

Customer: Rogers Fire Station #1

Address: Rogers MN

Sales: Jesse Yungner

DRAWING INFORMATION

File Name: Rogers Fire Station #1
Rogers MN
Lit Logo Sign
REV B 10-30-24

Date: REV A 10-24-24

Revisions: REV B 10-30-24 JSW

Scale: 1/2" = 1'-0" at 11" x 17"

Page: 1 of 2

Designer: Kim Rafferty

Customer/
LL Approval:



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NEW Halo Lit Logo Sign

A Photo with Sign Location: West Elevation - Halo Lit Wall Sign

INSTALLATION INSTRUCTIONS:
INSTALL the New Sign 14'-0" AFF to Center of Sign.
INSTALL 6'-5" from Left Side of Building to Center of Sign.

Power Penetration in Center of Sign

CUSTOMER INFORMATION

Customer: Rogers Fire Station #1

Address: Rogers MN

Sales: Jesse Yungner

DRAWING INFORMATION

File Name: Rogers Fire Station #1
Rogers MN
Lit Logo Sign
REV B 10-30-24

Date: REV A 10-24-24
Revisions: REV B 10-30-24 JSW

Scale: 1/8" = 1'-0" at 11" x 17"
Page: 2 of 2
Designer: Kim Rafferty

Customer/
LL Approval:



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Proposed New Sign:
A 6' H. x 6' W. Halo Lit Logo Sign: 36 sq. ft.



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

NEW Channel Letters

B Sign Specifications: North Elevation - Non Lit Channel Letters

Non Illuminated (With Ability to Add LEDs Later On)
Raceway Mounted Channel Letters
Raceway Mounted to Wall

Faces:
Translucent Polycarbonate Faces (White)

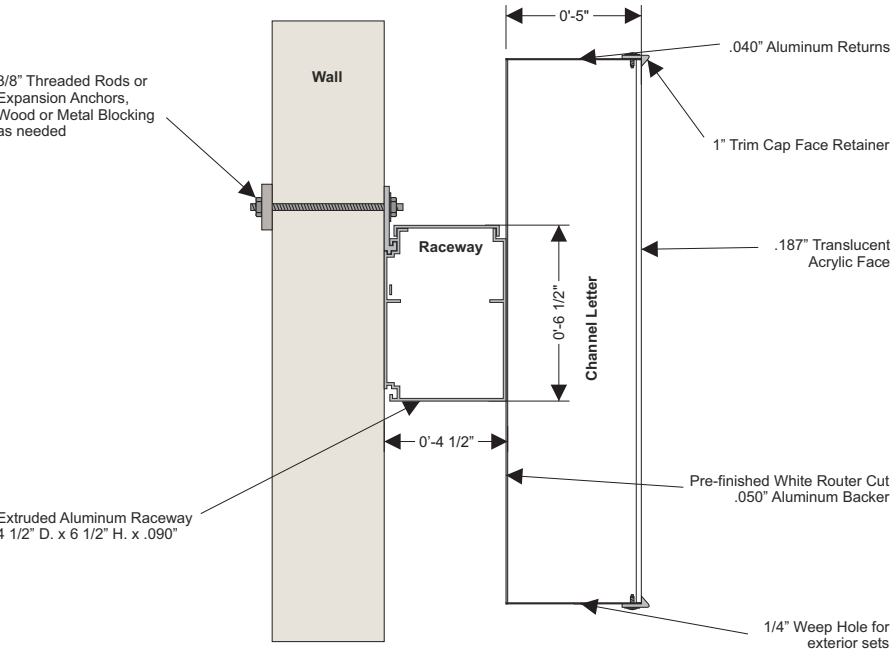
Trim Caps and Returns:
Aluminum (Black)

Raceway:
Extruded Aluminum, painted (to match facade)

Qty: 1

Sign Code info: Maximum 48 Sq Ft.

The actual sign attachment technique depends on the type of building wall, and to be determined at Site Survey.



SECTION ASSEMBLY DETAIL
Typical Non Illuminated (with ability to add LEDs later on.)
Channel Letter/Logo (Raceway Mounted) 

CUSTOMER INFORMATION

Customer: Rogers Fire Station #1

Address: Rogers, MN

Sales: Jesse Yungner

DRAWING INFORMATION

File Name: Rogers Fire Station #1
Rogers, MN
Ext. Wall Sign
REV D 10-30-24

Date: REV A 10-24-24

Revisions: REV B 10-25-24
REV C 10-25-24 JSW
REV D 10-30-24 JSW

Scale: 1/4" = 1'-0" at 11" x 17"

Page: 1 of 2

Designer: Kim Rafferty

Customer/
LL Approval:



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Proposed New Sign:
B 1'-10" H. x 28'-0" W. Raceway Channel Letters: 51.32 sq. ft.



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

NEW Channel Letters

B Building Elevation with Sign Location: North Elevation - Non Lit Channel Letters

INSTALLATION INSTRUCTIONS:
CENTER the New Sign Horizontally and Vertically in the space as shown.

CUSTOMER INFORMATION

Customer: Rogers Fire Station #1

Address: Rogers, MN

Sales: Jesse Yungner

DRAWING INFORMATION

File Name: Rogers Fire Station #1
Rogers, MN
Ext. Wall Sign
REV D 10-30-24

Date: REV A 10-24-24

Revisions: REV B 10-25-24
REV C 10-25-24 JSW
REV D 10-30-24 JSW



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

B Proposed New Sign:
1'-10" H. x 28'-0" W. Raceway Channel Letters: 51.32 sq. ft.



Scale: 3/32" = 1'-0" at 11" x 17"

Page: 2 of 2

Designer: Kim Rafferty

Customer/
LL Approval:



SignArt Company

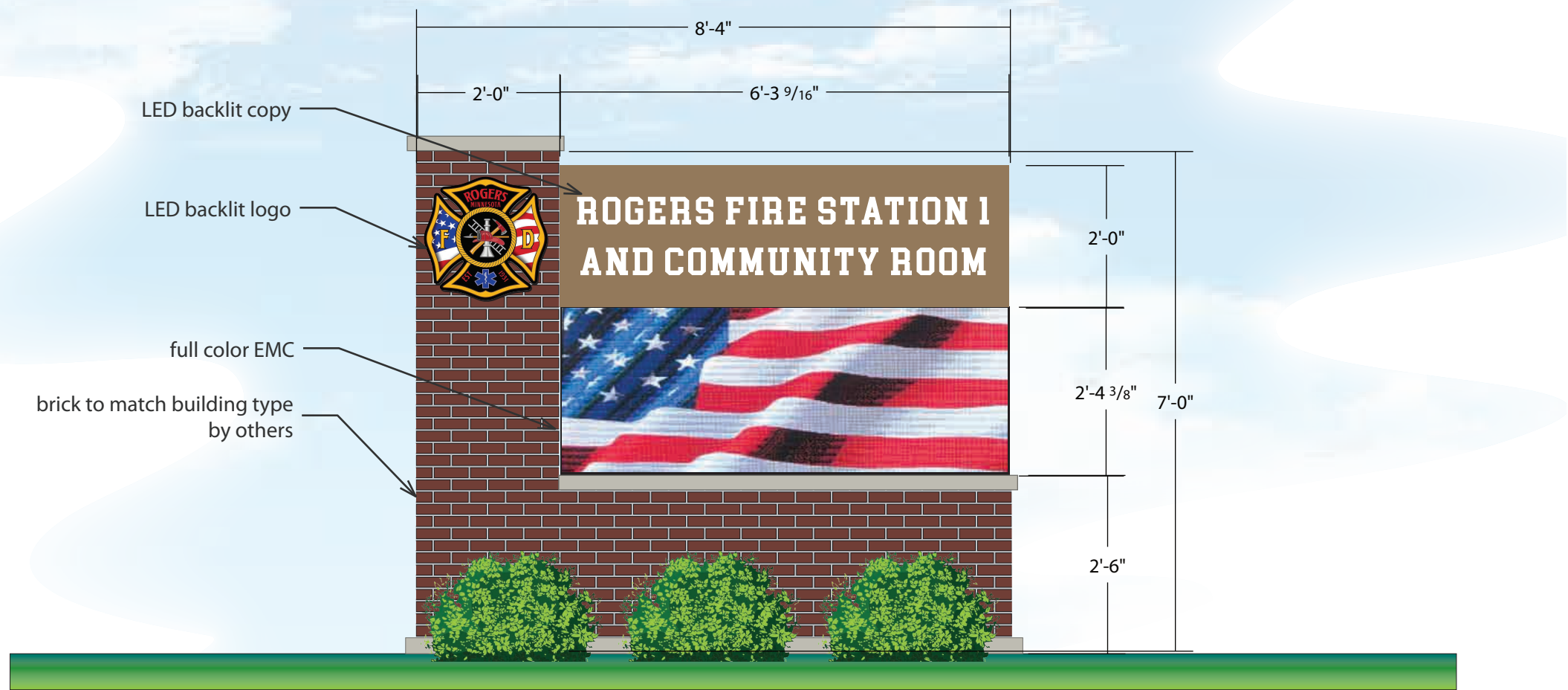
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ILLUMINATED MONUMENT SIGN



6325 WELCOME AVE, N.
MINNEAPOLIS, MN 55429
Phone: 763-535-0080
www.leroysigns.com

Customer

Rogers Fire Station

Location

Rogers, MN

Description

internally illuminated
monument sign

Sales Person

Lee Reiter

Date

11-20-2023

Scale

Scale: 1/2 = 1'-0"

File / Rev

RFD_IMS_V1A_V1A.ai

PRIMARY ELECTRICAL POWER TO SIGN
TO BE BY OTHERS. ALL POWER TO BE
120 VOLT UNLESS OTHERWISE STATED



ELECTRICAL TO USE
U.L. LISTED COMPONENTS
AND SHALL MEET ALL
N.E.C. STANDARDS



SIGN MUST BE GROUNDED IN COMPLIANCE WITH
ARTICLE 600 OF THE NATIONAL ELECTRIC CODE

IMPORTANT NOTICE:

This is a proprietary design of Leroy
Signs, Inc., designed specifically for this
project. It is illegal and unethical to
distribute to any other entity for copy or
use. This design cannot be used without
the written consent of Leroy Signs, Inc.

PROPOSAL

240057-03

Date: 01/23/2024

Expires: 02/22/2024

Drawing Numbers:

Project: Rogers Fire Department
21201 Memorial Drive
Rogers, MN 55374

Client: Rogers Fire Department
21201 Memorial Drive
Rogers, MN 55374

Contact: Patrick Farrens 763-428-0949 pfarrens@rogersmn.gov

We are pleased to offer this proposal for the following services at the above location.

Project Description:	Item Total:
Manufacture & install one (1) EMC monument sign per drawing Dated; 11-20-23 RFD IMS V1A which will replace existing Brick monument sign; (City of Rogers Comm. Room & Fire Station) Removed by you or your contractor, leaving all supporting structures under the brick. We can discuss this on site before demo of existing.	\$51,450.00

Deposit Rate: 50%
Deposit: \$25,725.00

Subtotal: \$51,450.00

Total: \$51,450.00

Exclusions:

Sign permits, structural engineering, traffic control equipment and permits are not included in the above quotations and if required shall be invoiced on a time and material basis. Electrical services to the proposed sign(s), unless specifically quoted above, is assumed to be existing or provided by others.

Terms:

I. 50% advanced deposit with balance due upon completion of project. We accept Visa, Mastercard, Amex and Discover with a 3% fee.

II. Customer promises that the structure upon which the sign is to be installed will provide adequate support for the sign itself and any installation and maintenance activity. Customer agrees to be responsible for damages suffered by Leroy or by others if said structure is not adequate.

III. All material is guaranteed to be specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications will be executed only upon written agreement, signed by both parties and clearly indicating the alteration(s) and/or deviation(s) and any changes in the price, terms or rentals. Leroy is not liable for strikes, accidents or delays beyond its control. Customer to carry fire,

Salesperson: Lee Reiter

Buyer _____ Seller _____

PROPOSAL

240057-03

Date: 01/23/2024

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Drawing Numbers:

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tornado and other necessary insurance.

Conditions of Sale:

These standard terms and conditions of sale shall be a part of the agreement between Leroy and customer. No waiver, alteration, or modification of the terms and conditions set forth herein shall be valid unless expressly agreed to in writing by Leroy. Any different, additional or conflicting terms or conditions set forth in the Customers purchase order or any other document issued by the Customer are expressly objected to by Leroy; the terms and conditions set forth in the agreement on both sides of this sheet of paper shall exclusively govern the purchase and sale of product and services covered by this Agreement.

If you elect to pay for all services and products provided under this contract within ten days after installation, **AND YOU FAIL TO PAY WITHIN THIS PERIOD OF TIME**, Leroy will charge you interest at the rate of 1.5% per month beginning on the date installation is complete, or such lesser rate as is the maximum rate of interest permitted by law.

Customer agrees to promptly sign any financing statement or security agreement prepared by Leroy in the event that Customer fails to make timely payment of any obligation incurred to Leroy under the terms set forth in this Agreement. Customer agrees to reimburse Leroy for any expense incurred by Customers failure to promptly sign any financing statement or security agreement as required under this agreement.

With respect to collection of any delinquent amount under this contract, Customer also agrees to pay any and all costs of collection including without limitation, reasonable attorney's fees, whether or not suit is instituted, incurred by Leroy in the event collection of any delinquent balance is required.

Customer shall conduct any inspection on product and product installation within ten (10) days after installation. In the event of any defect, discrepancy, or damage in either product or installation, Buyer shall promptly give written notice thereof to Leroy and furnish such other information or documentation as Leroy deems appropriate. Except as Leroy shall otherwise agree, if Customer shall fail to timely give written notice as provided above, the product and service shall be deemed to conform to the terms of this Agreement, subject to any warranty covering the product or service, and shall pay for the goods and services pursuant to the terms of this Agreement.

Leroy warrants to Customer that the product and product installation will be free from defects in materials and

Salesperson: Lee Reiter

Buyer _____ Seller _____

PROPOSAL

240057-03

Date: 01/23/2024

Expires: 02/22/2024

Drawing Numbers:

Project: Rogers Fire Department
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Rogers, MN 55374

Client: Rogers Fire Department
21201 Memorial Drive
Rogers, MN 55374

Contact: Patrick Farrens 763-428-0949 pfarrens@rogersmn.gov

workmanship under normal use for a period twelve (12) months from the date of installation. Leroy will replace or repair, in its sole discretion, any product covered under this Agreement that is defective within the previous sentence; however, Leroy shall have no obligation under this warranty to make repairs or replacements necessitated in whole or in part by accidents, fault or negligence of Customer or acts of Mother Nature. **THE ABOVE WARRANTY IS GIVEN IN LIEU OF OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. LEROY SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY DELAY IN RECEIVING PRODUCT TO BE INSTALLED. EXCEPT AS OTHERWISE PROVIDED BY LAW, THE SOLE AND EXCLUSIVE REMEDIES FOR ANY BREACH OF WARRANTY OR LIABILITY OF ANY KIND (INCLUDING NEGLIGENCE) SHALL BE LIMITED TO THE REMEDIES PROVIDED IN THIS PARAGRAPH. LEROY SHALL NOT BE LIABLE TO CUSTOMER FOR ANY KIND OF SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF LEROY IS ADVISED BY THE CUSTOMER OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGES.**

Customer shall, upon request of Leroy, provide evidence of insurance coverage for casualty and property damage, in an amount deemed adequate by Leroy and shall have Leroy named as an additional insured on such policies of insurance upon the written request of Leroy. If needed any work on site coinciding with our employees. Leroy would request this insurance. Amended; 9-7-2016.

This contract shall be governed by and interpreted in accordance with the law of the State of Minnesota. All claims under the Agreement shall be adjudicated within a court subject to and located within the State of Minnesota.

This agreement and the terms and conditions constitute the complete and final agreement between the parties and supersedes all prior negotiations and agreements between Leroy and the Customer concerning its subject matter.

By signing, you are stating the above prices, or rentals, specifications and conditions are satisfactory and are hereby accepted. You are authorizing to do the work as specified. Payment will be made as outlined above.

Salesperson: Lee Reiter

Buyer's Acceptance _____ Title _____ Date _____

Seller's Acceptance _____ Title _____ Date _____



STAFF REPORT

Meeting Date: December 10, 2024

ROGERS CITY COUNCIL

Agenda Item: 5.9

Subject: Approval of Title Change to Paid-On-Call Assistant Fire Chief Job Description

Prepared By: Patrick Farrens, Fire Chief

Recommended Council Action

Motion to approve a title change to Paid-On-Call Assistant Fire Chief Job Description.

Overview / Background / Analysis

Beginning January 1, 2025, the Rogers Fire Department will implement station(district) based paging for numerous emergency calls. With this change and the anticipated hiring of a full-time assistant chief of Training, the current job title of paid-on-call assistant chief is being changed to paid-on-call district chief to better define and reflect their roles within the organization. The only change to this job description is the title of the position.

Staff Recommendation

Approve the proposed title change to the current paid-on-call Assistant Fire Chief job description.

Financial Impact: Not Applicable

Source Fund: Not Applicable

Budgeted? N/A

Supporting Documentation

A. RFD On-Call District Chief Job Description 2024



JOB DESCRIPTION



Position Title: Paid-on-Call District Chief ✨
Department: Fire
Accountable to: Fire Chief

Position Summary:

Performs various technical, administrative, and supervisory work in assisting the planning, organizing, directing, and implementing fire prevention, suppression, and emergency medical services to prevent or minimize the loss of life and property by fire and emergency medical conditions.

Supervision Received and Exercised:

- Work is performed independently under the direction of the Fire Chief.
- Provides supervision and work direction for subordinate full-time staff during emergency response and paid-on-call firefighters and officers continually.

Essential Duties and Responsibilities:

- May coordinate city-wide Fire Department response to significant incidents and serve in a command function at the scene or an emergency operations center.
- Shall be directly responsible for discipline and efficiency of the fire force and extinguishing all fires to which they respond.
- Assists with recruiting, hiring, and evaluation of new department members.
- Carries out duties conforming with Federal, State, County, and City laws and ordinances.
- Assists in planning and implementing Fire and EMS programs to carry out the policies and goals of the department.
- Handles grievances maintains departmental discipline and the conduct and general behavior of paid-on-call officers and firefighters.
- Participates in the operation of departmental in-service training activities.
- Ensures the readiness of equipment, facilities, and personnel.
- Conducts annual employee reviews of Captains and Lieutenants and coordinates with subordinate paid-on-call officers to complete reviews of all firefighters annually.

MARGINAL FUNCTIONS

1. Performs other related duties as apparent or assigned.

Essential 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 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 the protection of 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 have a commitment to the organization, willingness to take initiative, dependability, maturity in relationships, and 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 develop 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 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 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.

Any combination of experience that would likely provide the required knowledge is qualifying. A typical way to obtain the knowledge and abilities would be:

Minimum Requirements:

- Graduation from high school or GED equivalent
- Seven (7) years prior work experience as a firefighter, including two (2) years as a Captain or Lieutenant.
- Possess a valid State driver's license; no felony convictions or disqualifying criminal history within the past ten years; U.S. citizen.
- This position requires responding after hours, on weekends and holidays.
- Meet the minimum requirements of a Rogers paid-on-call firefighter.

Certification or License:

- Certification as a Firefighter I and II
- Certification in Hazardous Material Operations or higher meeting NFPA #472 standards
- First responder certification meeting Minnesota EMS Regulatory Board standards
- Certification as Fire Officer I meeting NFPA #1021 standards
- Certification as Fire Officer II meeting NFPA #1021 standards (must be completed by the end of the probationary period)
- Certification as Fire Instructor I meeting NFPA # 1041 standards
- Blue Card Certification
 - If appointed before January 1, 2024 – it must be completed by the end of 2024
 - Appointment after January 1, 2024 – online must be done before appointment. In-person testing and certification lab by the end of the probationary period
- Certification as a Fire Apparatus Operator meeting NFPA #1002 standards (required for all members hired after 2022)

Preferred Certifications:

- EMT or Higher
- Fire Investigation training/certification
- Fire Inspection training/certification
- Fire Instructor II or higher
- National Fire Academy Managing Officer, Executive Fire Officer, or similar certification/training
- Associates degree
- M.N. Firefighter License
- Minnesota Board of Firefighter Training and Education – Qualified Instructor

Time Commitment (non-incident related activities):

- 3 - 7 hours/week (approximately)

Call Percentage and Training Requirement:

- More than one bad quarter (as defined in the RFD Firefighter Handbook) in any 12 months will result in an officer being removed from the Officer cadre. The firefighter may choose to remain with the department as a paid-on-call firefighter or resign from the department.
- Shall attend a minimum of 70% of officer meetings.
- Participation in the duty officer program as assigned.

WORKING CONDITIONS**Environmental Conditions:**

The position will require indoor office work, indoor and outdoor supervision of maintenance and training, and indoor and outdoor response to emergency incidents. Environmental conditions in response to emergencies will have varying climate conditions. 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 a firefighter 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 firefighter may work in areas that may or may not be protected from the weather.
- The firefighter may work in extreme cold or high temperatures, which may cause marked bodily discomfort or reactions. The firefighter may encounter wet conditions and high humidity as well.
- The firefighter may have to perform rescue and/or lifesaving duties in and around static and moving water where the water depth may be greater than the height of the firefighter.
- The firefighter may have to perform emergency response functions in confined spaces.
- The firefighter may work in environments immediately dangerous to life and health.
 - The environment may include smoke or other toxic conditions, and the firefighter may be exposed to various physical hazards, including unsound structures, moving mechanical and electrical equipment, and working in elevated areas. The firefighter 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)

1. **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.
2. **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.
3. Simple Grasp:
 - Carrying items, i.e. ladders, hose bundles, hose rolls, and various equipment.
 4. 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.
 5. Climbing and/or Balancing:
 - Ascending or descending ladders, stairs, scaffolds, and ramps, using feet and 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.
 6. 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.
 7. 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.
 8. Hearing:
 - Normal hearing is needed; firefighters must be able to discriminate among similar sounds in environments with significant amounts of background noise.
 9. Speech:
 - Must be able to communicate effectively to others in stressful conditions and while wearing a self-contained breathing apparatus (SCBA).
 10. 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: December 10, 2024

ROGERS CITY COUNCIL

Agenda Item: 5.10

Subject: Approval of Fire Inspector Educator Job Description

Prepared By: Patrick Farrens, Fire Chief

Recommended Council Action

Motion to approve the Fire Inspector Educator Job Description.

Overview / Background / Analysis

In anticipation of the 2025 hiring for the Fire Inspector/Educator position, an approved job description is needed.

Staff Recommendation

Approve Fire Inspector/Educator job description.

Financial Impact: Not applicable

Source Fund: Not applicable

Budgeted? N/A

Supporting Documentation

A. Fire Inspector Educator Job Description 2024

CITY OF ROGERS**Job Description**

Title: Fire Inspector/Educator	FLSA Status: Non-Exempt
Department: Fire	Position Status: Regular Full-Time
Accountable To: Deputy Fire Marshal	Salary Grade: 10
Supervision of Others: Yes	Revision Date: November 2024

POSITION SUMMARY

This position will respond to fire, medical, and hazmat emergencies, participate in related training, and investigate fires.

The Fire Inspector/Educator conducts fire and life safety inspections of existing buildings, emphasizing the property maintenance and fire prevention codes. The Fire Inspector/Educator is responsible for educating the public of all age groups in the community regarding fire prevention, fire education, and fire safety services. This position plans and executes community outreach programs with various businesses, organizations, and fire service personnel within the community.

SUPERVISION RECEIVED AND EXERCISED

- Work is performed independently under the direction of the Deputy Fire Marshal.
- Provide work direction to part-time fire prevention/education employees and paid-on-call firefighters associated with providing fire prevention activities and investigations.
- Assumes the responsibility of an officer on the scene in the absence of officers.

COMPLEXITY OF WORK AND DECISION MAKING

Difficult work on complex projects requires significant judgment, initiative, creativity, and the ability to deal with complex factors and make decisions based on conclusions for which there is little precedent. This role entails various duties requiring flexibility in scheduling and the ability to meet new conditions with optimism and excitement. The Fire Inspector/Educator must be able to work independently and manage time effectively to ensure all duties are completed. In addition, as the point of contact for our external clients/customers, the Fire Inspector/Educator must be highly professional, have strong interpersonal skills, strong public speaking skills, and the ability to emphasize this position's public-facing nature.

PHYSICAL REQUIREMENTS

- Requires good physical and sensory skills needed for exposure to potentially hazardous conditions that exist at fires, accidents, and on-site inspections.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions. The essential 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 firefighter.
- Conduct fire investigations.

Administrative Duties

- Complete fire inspections of commercial properties, including residential apartment complexes, as assigned. Issues correction orders may include timed compliance, immediate closure, stop work orders, and citations.
- Provides backup to and assists the DFM in conducting plan reviews and Acceptance testing of new fire alarms, suppression systems, and other fire permits.
- Assists DFM with the implementation and management of operational permits.
- Maintain appropriate stock of prevention material to support education efforts.
- Develop articles and other educational content for online and print publications.
- Utilize social media to interact with the community, further prevention efforts, and other media releases and interactions.
- Assist the Deputy Fire Marshal in maintaining, tracking, and scheduling community outreach programs and requests.
- Implement and Coordinate smoke alarm programs, fall prevention programs, home safety surveys, car seat installation programs, and other related outreach.
- Originate lesson plans for various clients (schools, businesses, group homes, etc.) for all age groups.
- Coordinate and conduct fire department-sponsored outreach programs.
- Analyze and trend data to determine community fire and injury risks.
- Develop and maintain relationships with public and private community partners.
- Coordinate and implement the Youth Fire Play Intervention program.
- Conducts hands-on fire extinguisher and other community outreach training.
- Assist local businesses in disaster and emergency preparedness drills, plans, and exercises.
- Coordinate the department's car seat installation and safety check program.
- Coordinate the department's senior outreach, fall prevention, and aging-in-place initiatives.
- Coordinate the scheduling of public relations and education events.
- Continually evaluate the success of prevention-related initiatives and provide reports and recommendations to department Command Staff.

MARGINAL FUNCTIONS

- Performs other related duties as apparent or assigned.

MINIMUM REQUIREMENTS

- High-school diploma.
- Two years of training and experience as a firefighter.
- A Minnesota Firefighter License is required (by start date).
- 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 six months of hire).
- Current Emergency Medical First Responder or higher-level certification through the Minnesota Emergency Medical Services Regulatory Board. (EMT within two years of hire).
- Blue Card Certification (within one year).
- NFPA #1002 Fire Apparatus Operator certification (within one year of hire).
- NFPA #1031 Fire Inspector I.
- NFPA #1041 Fire Instructor I (within two years).
- Certification as a Fire Investigator (within two years).
- Emergency Management Basic Certification (within two years of hire).
- Youth Fire Play Intervention Program Manager certification (within one year of hire).
- Public Life Safety Educator certification (within two years of hire).

DESIRED QUALIFICATIONS

- Two-year degree in fire science, fire administration, or related field.
- Prior experience as a teacher.
- Public speaking experience.
- National Fire Academy Managing Officer Program.
- Minnesota Board of Firefighter Training and Education – Qualified Instructor.
- IAAI – CFI
- EMT or higher
- Car Seat Installation Certification
- National Fire Academy or other; fire suppression, public education, community risk reduction, commercial kitchen, building, fire alarm, solar, etc., plans review courses.
- Graphic design experience.

KNOWLEDGE, SKILLS, AND ABILITIES

Communications: Communicate and interact successfully and positively with the public while demonstrating an ability to write, speak, listen, and interact with audiences from diverse ages and backgrounds. 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.

Interpersonal Relationships: 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, have the willingness 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.

Quality of Work: Demonstrates by personal example the highest standard of conduct and performance. Effectively communicate in writing and verbally.

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. Have knowledge of the International Fire Code, NFPA, OSHA, and other pertinent codes and standards.

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 a Fire Inspector/Educator 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 Fire Inspector/Educator may work in areas that may or may not be protected from the weather.
- The Fire Inspector/Educator may work in extreme cold or high temperatures.
- The Fire Inspector/Educator may encounter wet conditions and high humidity as well.
- The Fire Inspector/Educator 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 Fire Inspector/Educator may have to perform emergency response functions in confined spaces.
- The Fire Inspector/Educator may work in environments immediately dangerous to life and health.
- The environment may include smoke or other toxic conditions, and the Fire Inspector/Educator may be exposed to various physical hazards, including unsound structures, moving mechanical and electrical equipment, and working in elevated areas.
- The Fire Inspector/Educator 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 and 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: December 10, 2024

ROGERS CITY COUNCIL

Agenda Item: 5.11

Subject: Approval of Rogers Fire Department Handbook Updates

Prepared By: Patrick Farrens, Fire Chief

Recommended Council Action

Motion to approve Rogers Fire Department handbook updates.

Overview / Background / Analysis

The Rogers Fire Department Handbook will be reviewed annually by the command staff for needed changes. This year, changes were made to reflect the upcoming changes in hourly pay, the duty officer program, call percentage requirements based upon station-level paging, additional guidance on the use of fire facilities, and other small language clean-ups.

Staff Recommendation

Approve changes and updates to Rogers Fire Department Handbook.

Financial Impact: Not applicable

Source Fund: Not applicable

Budgeted? N/A

Supporting Documentation

A. RFD Handbook 2025 Update Draft



ROGERS FIRE DEPARTMENT PERSONNEL POLICIES

Firefighter Handbook

POLICY

Adopted by Rogers City Council on 10 December, 2024 replacing all current and former versions.

Prepared by: Patrick Farrens Jr.
Fire chief/Emergency Manager

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1.0 Purpose

The Rogers Fire Department (RFD) requires a high standard of professional conduct from its members. All members shall familiarize themselves with the RFD's personnel policies, administrative policies, and operational guidelines. The purpose of these procedures, policies, and guidelines is to establish a uniform and equitable system of administration and operation for all members of the RFD.

Fire and emergency services are inherently dangerous. The RFD cannot guarantee that adherence to these procedures, policies, and guidelines will prevent occupational injuries, illness, or exposures. However, they help provide part of the framework for an emergency service occupational safety and health program, which has been designed to help achieve this goal. It is the personal responsibility of each Firefighter and Fire Officer to continuously operate with due regard to their safety, co-worker safety, and the public's safety.

The Fire chief is responsible for ensuring these policies are updated and reflect the needs of the Rogers Fire Department.

The Rogers City Council shall adopt this handbook and any changes.

The Fire chief is responsible for creating and continually reviewing operational procedures and guidelines. This guide, the Rogers FD Operating Procedures/Guidelines, shall not be subject to council approval.

1.1 Emergency Revisions

The Fire chief may need an emergency change of the personnel policies for safety-related items, response to terrorism, disease outbreaks, etc. The items shall be discussed with the City Administrator and Assistant City Administrator.

Changes approved shall be communicated to the entirety of the RFD and authorized by the City Council at the next available opportunity.

1.2 Receipt of policies

All RFD Firefighters and Fire Officers will be given a digital copy of the procedures, policies, and guidelines. Members may request a hard copy. A copy will always be available with the City Clerk, the Fire chief's Office, and an accessible location at each fire station.

RFD Firefighters shall receive training on the scope and content of the procedures, policies, and guidelines.

RFD members shall sign an authorization of receipt upon adopting changes to this policy manual.

1.3 City Employee Policies

The City of Rogers considers all RFD members employees. As such, all members shall also abide by and fall under the city employee handbook, information systems policy, travel policy, respectful workplace policy, and sexual harassment policy. Where conflict exists with these policies, the most restrictive shall be enforced.

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2.0 Mission, Vision, Values, and Code of Ethics

2.1 Mission Statement

The Rogers Fire Department will proactively prevent property loss and injury through progressive community risk reduction, well-trained and effective emergency response, and accurate fire investigations.

2.2 Vision Statement

The Rogers Fire Department is committed to serving by responding quickly, treating everyone with respect, and improving outcomes for all we serve.

2.3 Core Values

The Rogers Fire Department is committed to the following core values:

P – Professionalism: In application, appearance, attitude, and standards.

R – Respect: for each other, our department, the community, and the citizens and visitors of the communities we serve. Be open-minded and responsive to the uniqueness of our community without regard to age, gender, religion or ethnic origin.

I – Integrity: always doing the right thing, striving to set an example for all community members.

D – Dedication: to the profession, the community, and continual improvement.

E – Education: to the public to make a safer community and to our members to ensure constant growth and forward-thinking.

2.4 Firefighter Code of Ethics

Fire service is a noble calling founded on mutual respect and trust between firefighters and the citizens they serve. To ensure the continuing integrity of the Fire Service, the highest standards of ethical conduct must be maintained at all times.

The Firefighter Code of Ethics was developed in response to the publication of the Fire Service Reputation Management White Paper. Establishing criteria that encourage fire service personnel to promote a culture of ethical integrity and high standards of professionalism in our field. The broad scope of this recommended Code of Ethics is intended to mitigate and negate situations that may result in embarrassment and waning of public support for what has historically been a highly respected profession.

Ethics comes from the Greek word ethos, meaning character. Character is not necessarily defined by a person's behavior when conditions are optimal and life is good. It is easy to take the high road when the path is paved, and obstacles are few or non-existent. Character is also defined by decisions made under pressure when no one is looking, when the road contains land

mines, and the way is obscured. As members of the Fire Service, we share a responsibility to project an ethical character of professionalism, integrity, compassion, loyalty, and honesty in all that we do.

We need to accept this ethics challenge and be genuinely willing to maintain a culture consistent with the expectations outlined in this document. By doing so, we can create a legacy that validates and sustains the distinguished Fire Service institution while ensuring that we leave the Fire Service in better condition than when we arrived.

RFD members are responsible for conducting themselves in a manner that reflects proper ethical behavior and integrity. In so doing, they will help foster a continuing positive public perception of the fire service. Therefore, all members shall:

- Always conduct myself, on and off duty, in a manner that reflects positively on myself, my department, and the fire service in general.
- Support the concept of fairness and the value of diverse thoughts and opinions.
- Avoid situations that would adversely affect the credibility or public perception of the fire service profession.
- Be truthful and honest at all times and report instances of cheating or other dishonest acts that compromise the integrity of the fire service.
- Conduct my personal affairs in a manner that does not improperly influence the performance of my duties, or bring discredit to my organization.
- Be respectful and conscious of each firefighter's safety and welfare.
- Recognize that I serve in a position of public trust that requires stewardship in the honest and efficient use of publicly owned resources, including uniforms, facilities, vehicles and equipment and that these are protected from misuse and theft.
- Exercise professionalism, competence, respect and loyalty in the performance of my duties and use information, confidential or otherwise, gained by virtue of my position, only to benefit those I am entrusted to serve.
- Avoid financial investments, outside employment, outside business interests or activities that conflict with or are enhanced by my official position or have the potential to create the perception of impropriety.
- Never propose or accept personal rewards, special privileges, benefits, advancement, honors or gifts that may create a conflict of interest, or the appearance thereof.
- Never engage in activities involving alcohol or other substance use or abuse that can impair my mental state or the performance of my duties and compromise safety.
- Never discriminate on the basis of race, religion, color, creed, age, marital status, national origin, ancestry, gender, sexual preference, medical condition or handicap.
- Never harass, intimidate or threaten fellow Firefighters of the service or the public and stop or report the actions of other Firefighters who engage in such behaviors.
- Responsibly use social networking, electronic communications, or other media technology opportunities in a manner that does not discredit, dishonor or embarrass my organization, the fire service and the public. I also understand that failure to resolve or

report inappropriate use of this media equates to condoning this behavior.

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3.0 Disciplinary Proceedings and Policy Violation

3.1 Cause for Discipline

Any member who violates the RFD's policies, procedures, city policies, or standard operating and response guidelines shall be subject to discipline.

Causes for disciplinary action shall be as follows:

- Incompetence, negligence, or dishonesty in performing one's duties, attempting to induce an officer or employee in the service of the city to commit an unlawful act, or to act in violation of any lawful and reasonable department regulation or order.
- Commitment of a crime that would render fire personnel incapable of satisfactorily performing their duties or would impair the safe, efficient, or effective operation of a department function.
- The willful, wanton, or culpably negligent performance of any act related to the performance of their position, which act endangers the personal safety of them self or others.
- Violation of any fire department and/or City of Rogers policy, rule, or regulation, reasonable order, or failure to obey any direction made and given by an officer or firefighter in charge where such violation or failure to obey amounts to an act of insubordination or severe breach of proper discipline or disgraceful conduct, committed on duty.
- Wanton, abusive conduct or language directed toward a member of the public, city official, or fire personnel, or careless, negligent treatment of any property of the city or its citizens contrary to normally acceptable firefighting techniques.
- The direct or indirect use, or attempted use of authority, or official influence of one's position to control or modify the political action of others, or the use, threat to use, or attempt to use political influence in securing promotion, leave of absence, transfer, change of job, pay, or nature of work.
- Taking for their use any fee, gift, or other valuable item in the course of fire department duties or in connection therewith from any citizen when such fee, gift, or other valuable item is given in the hope or expectation of receiving favor or better treatment than afforded other citizens; or could be construed as such.
- Failure to maintain required fire call or training attendance percentages, physical agility test, SCBA and lung function test, or no longer qualifying for the position to which they were hired.
- Any other act justifying disciplinary action and/or termination, providing that the facts substantiating such a decision are included in the reasons for such action. If, in the judgment of the Fire chief, fire personnel commit an act or acts that violate any fire department ordinance, policy, rule, or regulation, the Fire chief shall recommend such action to the City Council.
- Violation of the Firefighter code of ethics, RFD mission statement or core values.

3.2 Progressive Discipline

To establish a consistent procedure for maintaining suitable behavior and a productive working

environment in the workplace. These procedures are directory in nature, and minor variations of the processes set forth herein shall not affect the validity of any actions taken according to this policy.

The RFD reserves the right to take any of the prescribed steps in any order if a supervisor deems a policy violation or action of the employee severe enough to warrant a particular step. Such steps shall be documented in the record of the disciplinary action.

Progressive discipline shall be applied only where the supervisor believes that the potential for improvement and correcting the behavior is possible.

The following actions are among the progressive disciplinary steps which the supervisor can take in response to personnel policy violations:

- Oral warning.
- Written warning or reprimand.
- Suspension with or without pay.
- Demotion.
- Probation.
- Dismissal.

3.3 Programs for improving job performance.

In most cases, minor job performance problems can be resolved by the supervisor bringing the issue to the employee's attention and the employee making the proper modification in his/her performance.

When a severe job performance problem is identified, the supervisor must decide whether to solve it through:

- Training
- Employee Assistance Services
- Non-Disciplinary Counseling or
- Disciplinary Action

Each situation will be considered separately, and it will be the supervisor's responsibility to determine the best course of action to take to resolve the situation. If the situation is determined to be a training problem, a program for improvement will be developed for the member. If the member's performance has not improved sufficiently, the situation should be dealt with as a disciplinary problem.

3.4 Criminal Offenses Policy

All Firefighters are expected to remain law-abiding. Recognizing the many potential adverse impacts, any Firefighter who is charged with any of the following criminal activities (referred to herein) must immediately report the incident to the Fire chief or City Administrator:

- All felonies

- All gross misdemeanors
- Any misdemeanors involving theft, fraud, or dishonesty

A criminal conviction may not automatically result in disciplinary action against the firefighter. A determination by the RFD will be made regarding the direct relationship between the conviction and the employment position. The RFD may take disciplinary action against the firefighter, up to and including dismissal, for criminal offenses related to the firefighter's ability to perform their job or which has or may create a present or future danger or risk to the RFD or the public.

By way of example, and not as an exclusive list, the following offenses will be considered as having a direct relationship to the employment position of a Firefighter:

- Crimes involving the use of alcohol and/or controlled or illegal substances;
- Assault and other violent crimes;
- Crimes involving dishonesty (i.e., theft, fraud, forgery);
- Crimes involving illegally entering onto property owned by others (i.e., burglary, trespass, vandalism);
- Crimes involving tampering (i.e., tampering with public records or information, false reports to law enforcement, tampering with or fabricating of physical evidence);
- Crimes of a sexual nature.

In determining whether disciplinary action is taken, the RFD may consider the individual's performance history and any competent evidence of sufficient rehabilitation.

3.4 Investigative Process and Report

Any accusation of misconduct or complaint involving fire department members shall be thoroughly investigated before formal action is taken. All allegations of misconduct or complaints involving fire department members shall include notification to the fire chief.

The investigation is a fact-finding process, and supervisors must be cautioned not to make judgments until a thorough investigation is concluded.

An investigative report must be provided to the City Administrator and HR Director for accusations and complaints of serious on-duty misconduct.

Accusations or complaints of criminal behavior or misconduct will be forwarded to the Fire chief, City Administrator, and HR Director.

The Fire chief, with the approval of the City Manager, has the discretion to suspend the employee or reassign an employee pending the outcome of the investigation.

The preparation of an investigative report must include the following information:

- Summary of the Incident - should answer the questions: who, what, where, why, when, and how.
 - In a criminal situation, a summary of the police report will be requested.
- Interviews Conducted must include the interviewee, rank and assignment, date, time, location, those present, and the information discussed.
 - If possible, a signed statement by the interviewee should also be obtained.
 - Failure to cooperate violates policy and serves as a separate basis for disciplinary action, including dismissal.
- Conclusions - from the information available, the Fire chief must make a determination of responsibility.
 - Extenuating circumstances may be discussed in this section.
- Recommendations - state the recommended disciplinary action or alternate course of action, if any.
- Attachments - relevant documents that the supervisor feels should be a part of the investigative report.
- The completed report shall be forwarded to the City Administrator and HR Director.

The investigative report is CONFIDENTIAL and for administrative use only. Care will be taken to maintain the confidentiality of the report.

Questions concerning legal issues about Administrative Investigations should be directed to the Human Resources Director.

3.5 Appeal Process

RFD members have a right to a hearing by the Rogers City Council in the event of a termination or demotion. The elements of procedure to be followed in any such hearing to be undertaken at the direction of the fire chief, unless waived by the employee, are the following:

- The employee shall be provided written notice of the charges against him/her and the time the hearing is to be conducted.
- The employee shall be heard before the Fire chief or the Fire chief's designated hearing officer.
- A record shall be maintained, including a tape or video recording of the hearing.
- The employee shall have a right to an explanation of the conduct of which they are accused.
- The employee shall have an opportunity to be represented by legal counsel at his/her own expense.
- The employee shall be provided an opportunity to present evidence and rebut the information on which his/her charged misconduct or inadequate performance is based.
- Every such hearing shall take place as soon as the schedules of those involved can accommodate it.
- Additional time may be granted at the employee's request upon a showing that additional time is needed to provide facts necessary to respond to the charges.
- Employees shall be placed on administrative leave until this hearing is held. After the

hearing and based on the facts presented, the Rogers City Council shall decide the employee's status.

3.6 Termination Process

The Fire chief may recommend to the Rogers City Council to terminate any member for cause.

A member recommended for termination will be served a letter of termination stating the reason for termination from the Rogers Fire Department. All terminations shall be reviewed and approved by the Rogers City Council.

Any member who is recommended for termination may request a meeting with the City Administrator to discuss his/her termination. This request must be in writing within seven (7) calendar days of receipt of the termination letter.

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4.0 Membership

4.1 City of Rogers Personnel Policy

All paid-on-call fire personnel shall be governed by the City of Rogers city personnel policies in addition to any requirements within the RFD personnel policy.

The RFD shall abide by all adopted policies of the City of Rogers in regard to hiring practices and determining an individual's eligibility for membership in the department.

4.2 Membership Capacity

The Rogers City Council will establish the membership capacity of the fire department.

4.3 Membership Application

All applicants for membership shall meet the following requirements:

- All requirements listed in the applicable job description
- Be over eighteen (18) years of age
- Live or work a full-time (40-hour job) within eight (8) minutes of an RFD fire station
- Complete a twenty-four (24) month probationary period
 - Probationary members may be terminated at any time, with or without cause.
- Pass a thorough background check.
- Pass the physical agility test
- Pass a pulmonary function test and medical screening
- Successfully complete a urine-analysis drug screen
- Pass a psychological exam.
- Possess a valid and unrestricted MN driver's license
- Shall have no facial hair penetrating the seal area of the SCBA mask per OSHA requirement CFR 29 1910.134

4.4 On-going Membership

All RFD members must continually meet the following requirements, in addition to any other requirements of this policy:

- All requirements listed in the applicable job description
- Pass an annual pulmonary function test and medical screening
- Live or work a full-time (40-hour job) within eight (8) minutes of an RFD fire station
 - When a member moves, they shall notify the fire chief in writing of their address change. A violation of this policy shall result in a recommendation for termination.
- Pass the Physical Agility test once every two (2) years.
- Possess a valid and unrestricted MN driver's license
- Meet applicable attendance requirements as outlined in this policy
- Shall have no facial hair penetrating the seal area of the SCBA mask per OSHA requirement CFR 29 1910.134

4.5 Resignation

Any member wishing to resign from the RFD in good standing shall provide the Fire chief with a written resignation stating the last day of work. The last active day of membership will be observed as the termination date. A two (2) week notice is required to leave in good standing.

5.0 Compensation

5.1 Pay Schedule

- Apprentice \$13 per hour
- Probationary \$15 per hour (post Firefighter I/II)
- Firefighter/EMR \$18 per hour (post probation)
- Firefighter/EMT \$19 per hour (post probation)
- Lieutenant \$20 per hour
- Captain \$21 per hour
- District Chief \$22 per hour

5.2 Stipend Schedule

Officers will receive a stipend for participating in the Duty Officer Program.

- Officers will receive \$150 weekly for every week assigned to the Duty Office Squad.
 - It is the officers' responsibility to report to administration any changes in the Duty Officer Schedule. If a complete week is not worked, the officer shall be paid \$21.43 daily.
- Officers will receive an additional \$100 per week they are assigned the Duty Officer squad if they attend sixty (60) percent or greater of all departmental calls between the hours of 1800-0600 Monday – Thursday and from 1800 Friday to 0600 Monday.

5.3 Hours Worked

RFD members will submit the actual hours worked for reimbursement.

- All members shall receive one hour of pay for every call responded to
 - If additional calls for service occur during response to another call, members will be paid for one additional hour per call
 - Members will only receive additional hours of pay if a call lasts longer than one (1) hour, which will then be rounded to the next highest quarter (.25) hour after that. This will only apply to one of the calls – not each additional call.
- All other activities will receive a minimum of one hour of pay
 - Rounded to the next highest quarter (.25) hour after that

5.4 Payroll

All RFD members will be paid quarterly via direct deposit.

Hours should be submitted as worked when reasonably possible.

6.0 Attendance Requirements Calls

6.1 Minimum Call Percentage

Members must meet 25% of combined medical and fire calls each quarter to maintain good standing in the department annually. The total calls utilized will be the number of calls for the station the member is assigned and the total of all calls for the department (whether initially paged as an all-call or upgraded).

- Members will only receive credit and pay for the initial call if a call is upgraded to an all-call. Pay will be calculated for the duration of the incident.

All RFD members are encouraged to attend as many fire and medical calls as possible.

6.2 Unavailable due to department activity

If a member is at a fire department-sponsored training/event and is unable to respond to a call, they will receive credit for the call as though they attended. Members are responsible for reporting that they were at an outside training/event and missed a call.

6.3 Call Response Attendance Recording

Attendance for fire/medical responses shall be recorded on the Call Report form that is filled out for each call. Each member shall be responsible for signing their name on the attendance portion of the Call Report form.

Members must arrive at the station within fifteen (15) minutes of the original page for credit to be received. Members shall only leave the station if checking in for the call once excused by the Incident commander. Leaving before this point will result in the call not counting for the member.

Exception: Members “working” from the station in support of their outside employment shall only sign in for call credit if they can get on an apparatus and respond to the call.

If a firefighter arrives at the station outside of this timeframe, they will not receive call credit unless there are extraordinary circumstances and it is approved, at the discretion of a Chief Officer, to include prolonged events such as fires or

6.4 Low Attendance Definition for Response to Calls

If a firefighter's response percentage drops below the department requirement during any quarter, they will be disciplined per this handbook. Warnings, hereafter referred to as strikes, will expire three (3) years from the time they are issued.

The calendar year will begin on January 1st and end on December 31st of the current year. A quarter is defined as follows:

- January-March
- April-June

- July-September
- October-December

If a firefighters response percentage drops below the department requirement during any quarter, they will be issued a strike and disciplined per the following guidelines:

- The first occasion shall result in a written warning (1ST Strike).
- The second occasion shall result in a written warning and automatic forfeiture of thirty (30) days of active service time (2nd Strike).
- The third occasion shall result in a suspension from the fire department for fifteen (15) days and automatic forfeiture of sixty (60) days of active service time (3rd Strike).
- The fourth occasion shall result in automatic forfeiture of ninety (90) days of active service time and a recommendation by the Fire chief to the City Council that the firefighter be terminated (4th Strike).

Call and training percentage strikes will count cumulatively. For example, a firefighter may have a bad second quarter, fall below the 1st six-month training period training percentage, and receive two strikes.

6.5 Training Requirements

The Fire Department is responsible for providing adequate training for its membership. This policy specifies the minimum required Fire Department training sessions during each year. All members are encouraged to attend 100% of Fire Department training.

Members are required to attend the entirety of the training and be active participants to receive credit for the training. If a member must leave training early or knows they will be late, they shall communicate that with a fire officer. Credit for training shall be counted on a case-by-case basis. However, as a general rule, members should be at no less than half of the training.

6.6 Training Schedule

The Fire Department will offer a minimum of 24 training nights; members must attend a minimum of eighteen (18) training nights annually or nine (9) per six (6) month period.

Fire Department training events are held every month on the first and third Tuesday. Months with a fifth Tuesday will offer an additional training night.

6.7 Mandatory and Mandated Training

Listed training must be attended or made up within the same calendar year:

- Hazmat Operations
- First Responder or higher EMS continuing education.
- Confined Space

- SCBA Fit Test
- Right-to-Know.
- Sexual Harassment
- Fire Extinguishers
- Blood Borne Pathogens
- OSHA Respirator Medical Evaluation and Competency
- Driving and Pumping Competency Evaluation

Other pieces of training identified as mandatory throughout the year per the Fire chief shall be made up at the direction of the Fire chief.

Makeup mandatory training will be made available to RFD members to complete their training requirements as reasonable requests are made. The makeup training must be completed in the same six-month period it was assigned. Makeup locations and opportunities will be assigned per the fire chief.

Failure to complete mandatory training(s) by the end of the assigned six-month period will result in a strike.

The fire chief will handle exceptions, such as live burns, on a case-by-case basis if training is not available within the same six-month period.

6.8 Outside Fire Training Attendance

If the member cannot meet the minimum training hours per calendar year, the firefighter may attend off-site training when approved in advance by the Fire chief.

6.9 Members of Multiple Departments

Firefighters in multiple departments may receive credit for training on a case-by-case basis, per the Fire chief. However, training at other agencies shall not routinely replace the need for training with the Rogers Fire Department.

6.10 Low Training Attendance Definition

If a firefighter fails to meet the minimum requirement of nine (9) department training during any six (6) month period, they will be disciplined per this handbook. Warnings, hereafter referred to as strikes, will expire three (3) years from the time they are issued.

The calendar year will begin on January 1st and end on December 31st of the current year. A six (6) month period is defined as follows:

- January – June
- July - December

If a firefighter fails to meet the minimum requirement of 9 department trainings during any

six (6) month period, they will be issued a strike and disciplined per the following guidelines:

- The first occasion shall result in a written warning (1ST Strike).
- The second occasion shall result in a written warning and automatic forfeiture of thirty (30) days of active service time (2nd Strike).
- The third occasion shall result in a suspension from the fire department for fifteen (15) days and automatic forfeiture of sixty (60) days of active service time (3rd Strike).
- The fourth occasion shall result in automatic forfeiture of ninety (90) days of active service time and a recommendation by the Fire chief to the City Council that the firefighter be terminated (4th Strike).

Although measured in six (6) month time frames instead of quarters, failure to maintain the minimum training percentage requirement in the six-month period will only result in one (1) strike.

Call and training percentage strikes will count cumulatively. For example, a firefighter may have a bad second quarter, fall below the 1st six-month training period training percentage, and receive two strikes.

6.11 Public Education/Relations Events

Members who attend public education or public relations events will receive bonus credit as defined below. When events are offered for sign-up, they will be identified as public education or public relations.

Public Education Events: one-half (0.5) percent per occurrence.

Public Relations Events: one quarter (.25) percent per occurrence.

Members must earn at least one (1) percent to count towards the bonus and shall only be allowed to be accrued at the whole percentage mark. Members may obtain up to three (3) percent of additional credit per quarter. As applicable, the bonus percent(s) will be added to the lowest percentage month in the quarter.

Administration will only add/calculate this bonus credit to members' percentages if necessary for the members to meet their minimum percentages.

7.0 Leave

7.1 Vacation

While on vacation, missed calls will not count toward a member's call percentage, and vacation does not excuse members from any training requirements.

Members will accrue vacation at the following rates:

Post probation through ten (10) years of service: 12 days/calendar year

10th year through 19 years: 18 days/calendar year

Start of 20th year: 24 days/calendar year

Vacation may only be taken in 24-hour increments, and it must be requested at least 24 hours in advance.

7.2 Earned Sick and Safe Time

Per city handbook. Paid-on-call firefighters are exempt from this program.

7.3 Funeral Leave

Members may apply for funeral leave for up to five (5) days upon the death of an immediate family member. Fire chief approval is required for funeral leave.

Immediate family is defined as: mother or father (including step), siblings, spouse, children (including step or foster), grandparents, grandchildren, legal dependents, and the member's spouses' parents (including step), children (including step), or grandparents.

7.4 Jury Duty

The member will notify the Fire chief immediately when selected for jury duty. The member will provide the start date of jury duty and continue to update the Fire chief daily by phone or email.

If required to report to jury duty physically, no calls, training, or Fire Department functions are counted for or against that individual for the days physically reporting. Exception: Mandatory training, such as OSHA, EMR, etc., shall be made up, when possible, but missing will not count towards a strike as long as the firefighter makes up the required training per direction from the fire chief.

Reporting documentation will be required, and the Fire chief must be notified.

7.5 Military Leave

A member is entitled to military leave for training or other active military duty. During this period, no calls, training, or Fire Department functions are counted against that individual.

Members called to active duty will be treated as inactive members but accrue good time for purposes of the relief association pension.

Upon separation from military duty, said member is eligible to become an active member again. He/she must comply with the membership eligibility rules for ongoing members and the return to service policy.

7.7 Medical Leave – Due to Department-Related Activity

The Minnesota Worker's Compensation Act defines Firefighters as covered by Worker's Compensation Insurance. Workers' compensation insurance provides wage replacement and medical payment benefits to City Firefighters who become ill or injured while performing their required work duties.

Worker's compensation has two goals:

- To return Firefighters to work as soon as possible.
- To bring Firefighters back to work at or as close as possible to the same income they had before the injury.

If any Firefighter is injured on the job, the following procedures shall be followed:

- The firefighter shall report the injury to his or her immediate supervisor as soon as possible and receive medical attention if the injury is serious. All injuries shall be reported to the firefighter's supervisor, no matter how insignificant.
- The supervisor shall complete the Supervisor's Report of Accident and submit the report to the City Clerk as soon as possible to avoid delays in processing the claim. The City Clerk shall complete a First Report of injury, establish a city claim number, and submit a copy of all information to the city's worker's compensation carrier.
- Any information, medical bills, or requests for reimbursement shall be submitted to the Human Resources Director to be made a part of the firefighter's workers compensation claim file for submittal to the city's worker's compensation carrier.
- Where applicable, the city's worker's compensation carrier shall submit worker's compensation checks for a Firefighter injured on duty to the Finance Officer. The Finance Officer shall make a copy of the check to be placed into the firefighter's worker's compensation file and shall compute the difference between the worker's compensation check and the firefighter's regular pay. The difference in pay shall be paid to the firefighter out of his or her accumulated sick or vacation leave. The worker's compensation check(s) and the firefighter's paycheck shall be sent to the firefighter.
- The firefighter is responsible for keeping his or her supervisor, and the city informed about the status of his or her medical condition and return to work date.
- Where applicable, worker's compensation pays 2/3 of a Firefighter's daily wage to a maximum limit set by Minnesota Law. In addition, workers' compensation pays medical bills directly related to and required by work-related injuries. The first three days of lost time (including the day of the injury if the firefighter missed part of the day) are not covered. Worker's compensation payments begin on the fourth day of injury. However,

if ten consecutive calendar days pass and the firefighter has not returned to work, payment is retroactive to the first day of lost time. Firefighters can use vacation or sick leave for the first three days of lost time.

Leaves due to injury received in the line of duty. Firefighters injured in the line of duty and who must be placed on leave due to these injuries shall be considered a member in good standing of the fire department for the purpose of Relief Association benefits subject to the following conditions:

- Firefighter First Report of Injury forms must be filled out *within 24 hours* and given to a Fire chief or designee.
- Within ninety (90) days of the original injury, a physician must examine the firefighter and/or review pertinent medical documentation of the injury and make a determination as to whether the firefighter will be able to return to full firefighter duties with no restrictions within eighteen (18) months of the date of the original injury. If said firefighter shall be able to return to full duties with no restrictions within that period of time, he/she shall be considered a member in good standing of the fire department for the purposes of Relief Association benefits for up to eighteen (18) months from the date of the original injury.
- If upon review by a physician, a determination is made a firefighter injured in the line of duty will be unable to return to full firefighter duties with no restrictions within eighteen (18) months of the date of the original injury, the firefighter shall be retired from service as a firefighter for medical reasons. The firefighter shall be deemed a member in good standing of the fire department for eighteen (18) months from the date of the original injury.

7.8 Leave: Medical Non-Departmental Activity and Personal

Any member may request leave from active duty in the fire department, but such leave may only be for a period of not less than one month and a maximum of twelve (12) months (365 days).

- Members requesting personal leave due to failure to meet a department requirement, i.e., revocation of driver's license, failure of physical ability, etc., shall be limited to a six (6) month leave or recommended for termination.

Assignment to inactive status may be granted for personal, family, or medical reasons and shall not exceed eighteen (18) months in any five (5) year period.

Such requests shall be in writing and presented to the fire chief, who may approve, modify, or deny such requests. Any leave other than those described above shall be considered as placement on inactive status with the RFD.

A member on in-active status is not a member in good standing of the fire department for the purposes of accrual of pension benefits.

- Exception: Members shall be allowed up to thirty (30) days of medical leave per twelve

(12) month period, not to exceed other conditions of this policy, and remain in good standing for the accrual of pension credit.

During an assignment to in-active status, no person shall receive service credit to be applied to probationary service as a firefighter or fire officer.

A fire officer may request a leave from active duty on the fire department, but such leave may only be for a period of not less than one month and a maximum of six (6) months to remain an officer. If a fire officer requests a leave for a period longer than six (6) months, the request shall be deemed a resignation from the officer position and the officer position shall be filled through a selection process as determined by the Fire chief.

All requests for placement on inactive status for medical reasons shall be accompanied by a written statement from a physician stating the firefighter is unable to respond to fires or other emergency incidents or engage in any associated training for some specified period of time. Additional statements from the physician may be required by the Fire chief at reasonable intervals to document that the individual is still not able to return to firefighting duties.

The Fire chief, in consultation with the City Human Resources Director, may for medical reasons, when it is determined to be in the best interests of a firefighter and/or the city, impose an involuntary assignment to in-active status upon any member of the fire department. If a firefighter seeks a second opinion, the city shall not pay for the second medical examination and opinion.

Any member who wishes to return to duty following placement on inactive status for medical reasons, including an involuntary assignment to inactive status, must first be cleared by a physician to return to full duties with no restrictions. At the discretion of the Fire chief, the firefighter may be required to be examined by a physician or other appropriate medical specialists at the city's expense to determine fitness for duty.

7.9 Administrative Leave

Members may be assigned to an administrative leave who may be under investigation for violation of City Ordinance Code, City Personnel Policy, Fire Department Rules and Regulations, Administrative Policy, Fire Department Standard Operating Procedure, or some other disciplinary or criminal investigation that may affect the firefighter's ability to serve on the RFD effectively.

The Fire chief, along with the Human Resources Director or City Administrator, shall assign an administrative leave. The firefighter shall remain on administrative leave until the results of an investigation into the possible violation or Ordinance, Personnel Policy, Rule or Regulation, Administrative Policy, Standard Operating Procedure, or other disciplinary or criminal violation is completed and a recommendation as to possible discipline or other course of action is rendered. A firefighter placed on administrative leave shall be considered a fire department

member in good standing for the duration of the leave. If a violation is found, and termination is recommended, the member shall not receive time towards their pension credit backdated to the start of the administrative leave.

7.10 Return to Service

Members returning from a leave of absence will be required to complete any mandatory annual training requirements they missed during their leave of absence. This must be completed by the end of the first quarter they have returned unless otherwise directed by the Fire Chief.

Members must also complete competency-based signoffs and refresher training as directed. Refresher training and competency testing will ensure that members returning from leave can meet the minimum performance requirements outlined in NFPA 1001 Standard for Fire Fighter Professional Qualifications.

Spirometry and fit testing must be current, regardless of the length of leave, before wearing a SCBA.

The following timelines shall be used to evaluate a member's release to respond to fire, medical, and other emergency calls for service without restriction:

0-90 days inactive

- Complete mandatory annual training missed while on leave
- Immediately released to respond to fire, medical, and other emergency calls

91 - 180 days inactive

- Complete mandatory annual training missed while on leave
- SCBA user refresher
- SCBA competency check
- Station vehicle review

181 - 365 days inactive

- Complete mandatory annual training missed while on leave
- SCBA mask fit testing as needed
- Complete Northwest Hennepin County Firefighter Physical Ability Test
- SCBA user refresher training
- SCBA competency check
- Complete truck check for assigned station apparatus
- Complete driving and pumping competency with an approved RFD driving instructor

Members must complete the review and competency checks within 30 days of returning from leave.

Members returning from leave who fail to complete review and competency requirements

within thirty (30) days will not be allowed to continue responding to fire, medical, and other emergency calls until completing the listed requirements and will be placed on administrative leave. Members who fail to complete review and competency requirements within sixty (60) days will be recommended for termination by the Rogers City Council.

To return from leave, the member shall schedule a meeting with the Fire Chief or the Assistant Fire Chief of Training at least 21 days before the member is designated to return unless otherwise directed by the Fire Chief.

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8.0 Administrative Policies

8.1 Criminal History Record Information

The RFD conducts fingerprint-based state and national criminal history record checks made for non-criminal justice purposes and requested under applicable federal authority and/or state statute. Where such checks are allowable by law, the following practices and procedures will be followed.

Requesting CHRI Checks

Fingerprint-based CHRI checks will only be conducted as authorized by the FBI and Minnesota Bureau of Criminal Apprehension (BCA), in accordance with all applicable state and federal rules and regulations. If an applicant or employee is required to submit to a fingerprint-based state and national criminal history record check, he/she shall be informed of this requirement and instructed on how to comply with the law. Such instruction will include information on the procedure for submitting fingerprints. In addition, the applicant or employee will be provided with all information needed to successfully register for a fingerprinting appointment.

The RFD has the authority, under Minnesota State Statute 299F 035 to conduct fingerprint-based criminal history background checks for pre-employment of firefighter candidates and current firefighters. After the initial determination for employment is made, CHRI shall not be reused for any other purpose.

Access to CHRI

All CHRI is subject to strict state and federal rules and regulations. CHRI cannot be shared with other entities for any purpose, including subsequent hiring determinations. All receiving entities are subject to audit by the BCA and the FBI, and failure to comply with such rules and regulations could lead to sanctions. Furthermore, an entity can be charged with federal and state crimes for the willful, unauthorized disclosure of CHRI.

Storage of CHRI

CHRI shall only be stored for extended periods of time when needed for the integrity and/or utility of an individual's personnel file. Administrative, technical, and physical safeguards, which are in compliance with the most recent FBI security Policy, have been implemented to ensure the security and confidentiality of CHRI. Each individual involved in the handling of CHRI is to familiarize himself/herself with these safeguards.

In addition to the above, each individual involved in the handling of CHRI will strictly adhere to the policy on the storage and destruction of CHRI.

Retention of CHRI

Federal law prohibits the repurposing or dissemination of CHRI beyond its initial requested purpose. Once an individual's CHRI is received, it will be securely retained in internal agency documents for the following purposes only:

Historical reference and/or comparison with future CHRI requests
Dispute of the accuracy of the record
Evidence for any subsequent proceedings based on information contained in the CHRI.

CHRI will be kept for the above purposes in:

- Hard copy form in personnel files located in the locked filing cabinet located in the locked filing room.
- CHRI will be retained for at least three (3) years. At the end of this term, the CHRI will be disposed of according to the Disposal of Physical Media policy.

CHRI Training

An informed review of a criminal record requires training. Accordingly, all personnel authorized to receive and/or review CHRI at the Rogers Fire Department will review and become familiar with the educational and relevant training materials regarding CHRI laws and regulations made available by the appropriate agencies.

In addition to the above, all personnel authorized to receive and/or review CHRI must undergo Security Awareness Training on a biennial basis. This training will be accomplished using the training materials made available by the BCA.

Adverse Decisions Based on CHRI

If inclined to make an adverse decision based on an individual's CHRI, the RFD will take the following steps prior to making a final adverse determination:

Provide the individual the opportunity to complete or challenge the accuracy of his/her CHRI; and provide the individual with information on the process for updating, changing, or correcting CHRI.

A final adverse decision based on an individual's CHRI will not be made until the individual has been afforded a reasonable time to correct or complete the CHRI.

Point of Contact and Authorized Recipient Security Officer

Each NCJA receiving CHRI is required to designate a Point of Contact (POC) and an Authorized Recipient Security Officer (ARSO). An individual designated as the POC and the ARSO is:

An individual who will be considered part of the NCJA's "authorized personnel" group. An individual that has completed a fingerprint-based background check and found appropriate to have access to CHRI. An employee directly involved in evaluating an individual's qualifications for employment or assignment.

The RFD POC is the Fire chief. The POC is responsible for the following:

- Being the main point of contact between RFD and the MN BCA who will function as a liaison between MN BCA Training and Auditing.

- Maintaining knowledge of RFD retrieval, dissemination, storage and
- destruction of CHRI.
- Ensuring that CHRI is only used for authorized purposes, that all safeguards in place are followed and that CHRI is not being improperly disseminated.
- Maintaining a list of personnel who are authorized to access CHRI.

The RFD ARSO is the Fire chief. The ARSO is responsible for the following:

Identifying who is using or accessing CHRI and/or systems with access to CHRI.

Ensuring that personnel security screening procedures are being followed as stated in this policy. Ensuring the approved and appropriate security measures are in place and working as expected.

When changes in the POC and ARSO occur, the RFD shall complete and return a new agreement and a Non-Criminal Justice Agency Point of Contact Notification form. The most current copy of the agreements will be maintained on file indefinitely by the RFD.

Media Protection

All media containing CHRI is to be protected and secured at all times. The following is established and to be implemented to ensure the appropriate security, handling, transporting, and storing of CHRI media in all its forms.

Media Storage and Access

Physical CHRI media shall be securely stored within physically secured locations or controlled areas. Access to such media is restricted to authorized personnel only and shall be secured at all times when not in use or under the supervision of an authorized individual.

Physical CHRI media:

Is to be stored within employee records when feasible or by itself when necessary.

Is to be maintained within a lockable filing cabinet, drawer, closet, office, safe, vault, or other secure container.

Disposal of Physical Media

Once physical CHRI media (paper/hard copies) is determined to be no longer needed by the RFD, it shall be destroyed and disposed of appropriately.

Physical CHRI media shall be destroyed by shredding, cross-cut shredding, or incineration. The RFD will ensure such destruction is witnessed or carried out by authorized personnel: The ARSO shall witness or conduct disposal.

Cross-cut shredding will be the method of destruction used by the RFD. This will occur at the end of the calendar year.

Incident and Disciplinary Response

Access to, and dissemination of, CHRI is governed by state and federal laws. The security of information and systems in general, and of CHRI in particular, is a top priority for the RFD. Therefore, we have established appropriate operational incident handling procedures for instances of an information security breach. It is each individual's responsibility to adhere to established security guidelines and policies and to be attentive to situations and incidents which pose risks to security. Furthermore, it is each individual's responsibility to immediately report potential or actual security incidents to minimize any breach of security or loss of information. The following security incident handling procedures must be followed by each individual:

- All incidents will be reported directly to the ARSO.
- If any records were stolen, the incident will also be reported to appropriate authorities.
- Once the cause of the breach has been determined, disciplinary measures will be taken in accordance with the disciplinary policy.
- In addition to the above, the ARSO shall report all security-related incidents to the BCA within 24 hours.

All agency personnel with access to FBI and/or BCA CHRI have a duty to protect the system and related systems from physical and environmental damage and are responsible for correct use, operation, care and maintenance of the information. All existing laws and the RFD regulations and policies apply, including those that may apply to personal conduct. Misuse or failure to secure any information resources may result in temporary or permanent restriction of all privileges up to employment termination.

8.2 Driver's License Requirement

All RFD members are required to possess a valid, unrestricted Minnesota driver's license. It is assumed that in emergency conditions, all personnel shall be able to operate fire apparatus, including driving the apparatus. A valid, unrestricted driver's license is therefore required.

Each firefighter must immediately report any driver's license status changes to the fire chief. If this change in status is reported to another member, any member must report this change to the Fire chief immediately. Failure to report will result in discipline, up to and including the recommendation for termination.

In the event a license is modified in any way by the State of Minnesota, which restricts driving privileges, the conditions must clearly state the person is able to respond to fire and emergency calls, participate in fire training activities, and operate fire department emergency vehicles for the firefighter to remain on active status.

Firefighters whose driving privileges are revoked or modified in such a way that they cannot fully participate in fire activities and/or drive fire department emergency vehicles shall be placed on in-active status for a period up to six (6) months from the date the driver's license is

modified. If a permit is revoked for more than six (6) months, the member shall be recommended for termination from the fire department. The member may re-apply for a position as a firefighter when the driver's license has been restored with no restrictions or modifications.

The applicant may be re-appointed to the fire department if a position exists, and the same criteria used for screening other applicants to the fire department shall be utilized to screen the firefighter who is re-applying for a position.

Firefighters returning to active duty following a period of inactive status due to modifications of their driver's license and firefighters who are re-appointed to the fire department after termination due to loss or modification of a driver's license may be subject to conditions imposed by the Fire chief or Human Resources Director.

Failure to comply with conditions for return to active service and/or re-appointment to the fire department may result in disciplinary action, including a recommendation for termination from the fire department.

8.3 Apparatus Usage and Driving Policy

The fire chief shall approve the use of the apparatus for purposes other than emergency use and training.

All Fire Department apparatus shall be available for official use by qualified Fire Department members. Qualified means having been trained in operating a fire apparatus vehicle. Official use includes, but shall not be limited to:

- All emergency responses and activities.
- Transportation to schools and training.
- Equipment repair and demonstrations.
- Demonstration rides.
- Public relations functions.

General Rules

- All drivers shall be qualified and responsible for the apparatus and related functions.
- Drivers shall not move the apparatus until the crew is seated, seat belts are fastened, and all cab doors are shut. The apparatus shall not be moved until it is determined that all personnel are clear of the apparatus.
- The driver shall operate the apparatus safely and efficiently and always operate with due regard.
- At no time shall more members or equipment approach the emergency scene than is absolutely necessary for existing conditions. The Incident commander shall cancel and excuse all unneeded or unnecessary personnel and equipment in a timely and prudent fashion.
- All firefighters shall stay with their apparatus unless ordered to assist at the scene.

- All firefighters must return to the station after each call, unless excused, to prepare all equipment for the next emergency.
- No personnel shall be released until such apparatus and equipment is cleaned, replaced, and properly working.
- The driver shall put the apparatus back in proper working order.
- Apparatus wheels must be chocked whenever out of station.
 - Exception: squad and pickup-style apparatus, excluding the mini-pumper.
- All Firefighters who operate RFD-owned vehicles and equipment must always keep the interior and exterior of the vehicle neat and clean, and report any unsafe conditions and the need for possible maintenance.

On-Duty Traffic Violation

The RFD expects persons driving on behalf of the RFD to do so legally and safely. Any member that receives a citation for a moving or non-moving violation (such as a parking ticket) shall be solely and personally responsible for all consequences associated, whether operating an RFD vehicle or a personal vehicle on RFD business.

Backing of Emergency Vehicles

The driver shall activate all emergency lights on the apparatus when backing up.

Emergency vehicles should be backed up with the help of a safety person. The safety person shall ensure no problems will interfere with the backing up of the emergency vehicle.

The safety person shall remain in full view of the driver (through side mirrors) until the emergency vehicle is positioned in the desired location.

- The driver and safety person will be responsible for the safety while backing up.
- Exception: When a driver is alone and is involved in any Fire Department activities and uses or moves any emergency vehicle, before backing up, the firefighter shall physically walk around/behind the emergency vehicle to check for and/or remove any obstructions.

Accidents

Recognizing the many potential adverse impacts, any member involved in an accident while driving on RFD business—whether in an RFD or personal vehicle—must immediately report the incident to the Fire chief and City Administrator. The fire chief will decide whether the accident requires corrective action with or by the individual. Such determination will generally be based upon the question of whether:

- A violation of this policy contributed to the accident; or,
- The accident is an accident that resulted from the individual's negligence in which the driver failed to do everything they reasonably could have done to prevent it or,
- The individual took appropriate action following the accident;
- If the individual had been involved in another On-Duty vehicle accident within the past 24 months.

Off-Duty Driving

The RFD has determined that a firefighter's off-duty driving activity is a strong indicator of the individual's on-duty driving conduct. Firefighters may face disciplinary action if the RFD finds that their off-duty driving conduct is putting the RFD at risk. In making such a determination, the RFD shall consider the following type of behavior to be cause for concern; however, the RFD shall also consider the individual's performance history:

- Conviction of Driving Under the Influence (DUI).
- Conviction of death by vehicle, hit and run, fleeing or trying to elude a law enforcement officer, driving while suspended or revoked, or similar major driving offenses.
- Suspension or revocation of driving license.
- An overall driving history that reveals a pattern of convictions of traffic offenses, particularly with three or more moving violations.

RFD Duty-Vehicle(s)

- RFD duty vehicles are the property of the RFD.
- RFD Officers or authorized personnel are allowed to take RFD duty vehicles home for call response and/or official RFD business with the permission of a Chief Officer.
- RFD duty vehicles will be allowed for personal use within a reasonable distance of the RFD's response area. If an RFD duty vehicle is used for these purposes, it is expected to be available for emergency call response.
- Any other take-home use of the RFD duty vehicles must be pre-approved by the Fire chief.
- All traffic laws shall be obeyed under routine driving conditions while operating an RFD duty vehicle.
- RFD duty vehicles shall be equipped with emergency response capabilities and communications and shall have those components used consistently with state law.
- Non-RFD personnel are allowed in the RFD duty vehicles, but only on a minimal basis and not under emergency driving conditions.

8.4 Physical Ability Test

All firefighter candidates for employment in the Rogers Fire Department must pass a physical agility test. This test ensures that every candidate has the physical strength, stamina, and agility required to effectively and safely carry out a firefighter's duties.

The test consists of seven test stations. To complete the examination successfully, candidates must pass each of the events. The maximum time to complete all seven test stations is 12 minutes.

If a candidate fails an event on their first attempt, they will be given a second try at the entire examination. However, retries will be permitted only after all test events have been completed.

All events will be explained and demonstrated for all candidates by the testing staff before testing any candidate.

All candidates shall be provided turn-out gear, including a coat, helmet, gloves, and eye protection. Tennis shoes shall be permitted.

The Rogers Fire Department Physical Agility Exam form will be provided to the testing staff; members may review the form before testing if they desire.

If a current Rogers firefighter fails to complete the test within the parameters, he/she will be placed on inactive status until he/she can pass the test. A statement requesting a continuance must include an anticipated return date to active duty with no restrictions as a firefighter.

Persons who refuse to participate in testing shall be considered insubordinate under City Personnel Policy and Fire Department Rules and Regulations and placed on in-active status until they successfully pass the test.

If a medical condition prevents participation in testing, the firefighter shall be immediately placed on inactive status, lasting up to six-months, until he/she is able to return to duties without restrictions. At the end of six months, the firefighter must return to duty and pass the test or provide a written statement from their physician.

Annual physical ability test results shall be maintained in personnel files. Test results may be viewed by the individual firefighter, fire chief, or persons designated by the fire chief who have a specific reason for viewing such information, including the fire department administrative assistant, human resources director, chief officers, or the fire department physician.

Successful Completion of Physical Ability Test:

- Candidate: Move on to the next step in the process
- Active Members: Remain on active duty

Unsuccessful Completion of Physical Agility Test:

- New applicant – candidate removed from hiring process, no position offered
- Active Members-
 - 1st unsuccessful attempt – removed from active status, must retake within six weeks.
 - 2nd unsuccessful attempt – member must meet with the fire chief, will continue to be placed on in-active status, members must retake the test within six (6) months or submit their resignation
 - 3rd unsuccessful attempt – member recommended for termination or resignation

See attachment: A

8.5 Building Usage

General Usage

- All members shall be responsible for building security.
- The user and/or organization shall be responsible for damage to the facility and/or equipment and shall pay for repair and/or replacement.
- The facility is to be left clean. Any trash generated shall be removed before vacating the premises.
- No overnight parking of personal vehicles or equipment is allowed.
 - Without prior approval from the Fire chief.
- Fire Department apparatus may be moved by active firefighters, city mechanics, or mechanical vendors only.
- No storage of personal equipment or repair items will be allowed.
- The extractor, washer, and dryer shall only be used for city business.
- Lockers and apparatus area are for Fire Department equipment only.
- Firefighters are allowed to use the wash bay for personal use, for property they own.
- Equipment may not be used for personal use or removed from the station.
 - Without prior approval from the Fire chief.

8.6 Fire Station Exercise Equipment

The Rogers Fire Department encourages a fit and healthy workforce and allows the use of fire stations for exercise programs and exercise equipment at several of the fire stations for firefighter use. Members of the Rogers Fire Department who wish to participate in exercise programs and/or use exercise equipment at Rogers Fire Stations will follow these guidelines:

- Exercise equipment is limited to use by active members of RFD and immediate family over the age of 18.
- The RFD does not require firefighters to participate in exercise programs. Firefighters will not receive compensation for time spent participating in an exercise program or using exercise equipment at an RFD fire station.
- The RFD will not be supervising exercise programs and equipment use within the fire stations.
- The City of Rogers makes no guarantees as to the condition of the exercise equipment. Firefighters and others who use exercise equipment at fire stations assume all risks of property damage, personal injury, or death as a result of using exercise equipment at fire stations. Non RFD members shall have a signed release of liability on file, before any equipment use.
- Firefighters should seek the opinion and advice of a physician before engaging in an exercise program.
- Firefighters shall ensure the workout equipment and room are clean and orderly when they are done with their workout. Firefighters should clean and wipe down equipment as they proceed through their workouts.
- Firefighters are required to sign an Exercise Equipment Usage Release to be approved to use exercise equipment and/or participate in exercise programs at Rogers Fire Stations.
- No additional exercise equipment may be brought into the station(s).

8.7 Tobacco

All City of Rogers buildings and vehicles will be smoke-free, as required by the MN Clean Air Act.

8.8 Social Media and Digital Images

This policy aims to protect nonpublic Firefighter data, medical patients, the public, the operations of the RFD, and public confidence in the RFD and its Firefighters. This policy is not intended to limit the right to freedom of speech or expression but is intended to protect the rights of this organization, its firefighters, and the public they have sworn to protect.

Members are advised that their speech, directly or by means of instant technology either on or off duty and in the course of their official duties that has a connection to their professional duties and responsibilities, may not be protected speech under the First Amendment. Speech that impairs or impedes the performance of the RFD, undermines discipline and harmony among co-workers, or negatively affects the public perception of the RFD may be sanctioned.

This policy supplements the city's general social media policy in order to provide more specific guidance on unique RFD and EMS issues. To the extent that the policies contradict one another, the more specific Fire and EMS policy guidance should apply unless otherwise specified.

Ownership of Work-Related Images

All photos, videos, digital images, or recordings taken by any Firefighter or agent of the RFD while responding to any fire or other emergency or while engaged in any training are "work-related images" and are the property of the RFD. Work-related images include, but are not limited to, any written, auditory, and/or visual messages communicated via or on RFD resources or via or on personal devices and/or social media, which relate to RFD business, including videos or pictures gathered while on RFD/City business.

Permission to Take Work-Related Images

Work-related images of any emergency response, training exercise, or fire shall not be taken except as permitted by policy or as directed by the Fire chief and/or Incident commander. All work-related images shall be taken using RFD-issued equipment unless otherwise directed by the officer in charge of the scene.

This policy also governs work-related images taken by RFD Firefighters using privately owned equipment.

Reasons for Taking Work-Related Images

Photos or other recordings may be taken to assist in diagnosing or treating accident/fire victims. Such images should be forwarded to the appropriate medical care provider and then be deleted from RFD/City files. Work-related images, including recordings showing possible evidence of a crime, must be forwarded to law enforcement. Other work-related images used for internal and departmental purposes, such as training or publicity, shall be taken in a manner

that minimizes the possibility of identifying accident victims.

Control and Dissemination of Work-Related Images

All work-related images shall be stored in the RFD's or city-designated computer system and be governed by the city's records management policies and procedures. Work-related images shall not be stored, retained, or disseminated in any manner by anyone other than the officer(s) appointed to review all photos and approve retention, release, or dissemination and cannot be used for personal profit or business interests or to participate in personal political activity.

Professionalism and Public Confidence

The appearance of professionalism is important to public safety and the public's confidence and trust. Accordingly, a Firefighter's personal use of social media shall not use any work-related images, RFD logos, or any images that depict a Firefighter in any uniform or in which the firefighter uses their job title or is otherwise identified as a Firefighter of the RFD, without prior approval from an officer appointed to review all images and approve release and dissemination of such images. Similarly, in order to maintain the appearance of professionalism and public confidence, no Firefighter shall post any material on any social media that is detrimental to the RFD/City's effective operation.

Firefighters shall not disseminate protected, private, nonpublic, or confidential information including, but not limited to, the following:

- Matters that are under investigation.
- Patient or Firefighter information is protected by HIPAA/medical confidentiality laws.
- Personnel matters/data that are protected from disclosure by law.

Definition

Social media are internet and mobile-based applications, websites, and functions (other than email used for official RFD business), for sharing and discussing information, where users can post photos, video, comments and links to other information to create content on any imaginable topic. This may be referred to as "user-generated content" or "consumer-generated media."

Social media includes, but is not limited to:

- Social networking sites such as Facebook, LinkedIn, Twitter, and online dating services/mobile apps.
- Blogs.
- Social news sites such as Reddit and BuzzFeed.
- Video and photo-sharing sites including YouTube, Instagram, SnapChat, TikTok, and Flickr.
- Wikis, or shared encyclopedias such as Wikipedia.
- An ever-emerging list of new web-based platforms generally regarded as social media or having many of the same functions as those listed above.

Reporting Violations

Any Firefighter becoming aware of, or having knowledge of, a posting or any website or webpage violating this policy may anonymously report possible violations to any RFD officer or

supervisor.

Policy Violations

Violation of this Policy may be considered an extraordinary breach of the public's expectation of privacy and of RFD rules and regulations regarding the use of social media. It may subject the offender to discipline and possible termination of employment.

8.9 Solicitation/Receipt of Donations

All Fire Department donations are public funds entrusted to the betterment of the organization and the department overall. All designated donations from any source must be accepted and approved by the city council and must be routed to the Fire chief.

8.10 Death/Funeral

Rogers Fire Department Staff will follow the recommendations/guidelines in the Minnesota Fire Service Ceremonies & Protocols Guidebook for funerals and ceremonies in the City of Rogers.

Rogers Fire Department will respond with a crew and apparatus to the wake and funeral of active or retired members of the Rogers Fire Department and Line of Duty Deaths (LODD) of North Suburban Regional Mutual Aid Association (NSRMAA) members if so requested. Apparatus Assignment for a retired member of the Rogers Fire Department will be one apparatus as identified by the Fire chief.

The fire chief will assign one Apparatus for LODD funerals less than 60 miles away, at his/her discretion.

The Apparatus Assignment for LODD funerals greater than 60 miles away will be a squad-style vehicle at the discretion of the Fire chief.

8.11 Employment Eligibility

Employment Eligibility - Requirements and Process

- All potential Firefighters shall be at least 18 years of age.
- All potential Firefighters shall complete and successfully pass the RFD hiring process.
- All potential Firefighters must meet the requirements in the associated job description.

This process shall include, but is not limited to:

1. Application:

- All applications are due by the date/time posted in the job announcement.
- The applications shall be scored and ranked.
- The list of applicants to be interviewed shall be based on the ranking of applications and staffing needs of the RFD.

2. Initial Interview:

- The Interview Panel shall be set by the Fire chief.
- The interview shall be scored by the interview panel and the results will be provided to

- the Fire chief.
3. Physical Ability Test
 4. Reference Checks
 5. Chief Interview
 6. Conditional Job Offer
 7. Physical Agility Test
 8. MN BCA Background and Criminal History Checks
 9. Pre-employment Medical Exams / Drug Testing
 10. Pre-employment Psychological Exams and Interviews
 - If a candidate is rejected for employment based on the background checks, medical exam, and/or psychological exam and interview results, they will be notified of this determination.
 11. City Council Approval / Appointment

Employment Response Requirements

1. To be eligible, Firefighter applicants shall live or work a full-time position (40 hours per week) within an 8-minute response time to any Rogers Fire Station, as determined by commercial global positioning system (GPS) or mapping software.
 - a. Members who are utilizing their work address must have a signed release from their employer and meet all requirements listed in this handbook.

8.12 Employee Safety Concerns and Violations

Any member who has concerns regarding possible violations or situations that might pose a safety threat to themselves or fellow firefighters should bring these concerns to the immediate attention of an officer or Incident command.

The Rogers Fire Department has a safety suggestion box at each station for suggestions from the membership. Members are also encouraged to contact the Fire chief or Human Resources Director directly via email or phone.

8.13 Drug and Alcohol Use

The RFD requires its Firefighters to follow these rules for responding to calls after the consumption of alcohol or drugs.

Any firefighter who meets any of the below criteria, shall not respond to the Fire Station for an emergency call:

- Has had more than two alcoholic beverages in the previous four hours
- Is under the influence of any cannabinoid products, including edibles.
- Has used any prescription or non-prescription medication that is labeled with a warning regarding drowsiness, driving, or operation of machinery – for length of time as directed on the medication.
- Has used any illegal narcotics.

Upon arriving at the Fire Station, in response to an emergency call, any Firefighter shall immediately inform the Incident commander, an Officer, or the ranking firefighter in charge if

they have consumed alcohol, placing them above a 0.0 BAC, and the amount consumed. Any Firefighter who has consumed any alcohol in the proceeding four-hour period or believes they themselves are over a 0.0 BAC, shall not perform any of the functions listed below:

- Drive any RFD vehicle;
- Use SCBA;
- Enter a structure fire, or any IDLH atmosphere;
- Provide emergency medical assistance and/or first aid.

A Firefighter who has consumed any alcohol in the proceeding four-hour period or believes they are over 0.0 BAC shall be assigned other duties.

If you are under the influence of drugs or alcohol, you are not to drive any Rogers Fire Department or City vehicles. Rogers Fire Department personnel must have a blood alcohol concentration of 0.00 to drive any Rogers Fire Department or City vehicle. You must clearly state that you believe your blood alcohol level might be over 0.00 and indicate your refusal to drive is for this reason if you are asked or ordered to drive.

The incident commander, an officer, or the ranking firefighter in charge shall restrict the activities of any Firefighter as they deem appropriate if the incident commander, an officer, or the ranking firefighter in charge reasonably suspects that the firefighter may be unable, for any reason, to safely and adequately perform the duties of a firefighter. This applies even if the firefighter is in compliance with the requirements of this policy.

Any firefighter or fire officer who observes any indication that another member is under the influence of alcohol or drugs shall immediately report those observations to the Incident commander, an Officer, or the ranking Firefighter in charge. Such indications may include the odor of alcohol on the breath, slurred speech, unsteady gait, or disorientation.

After further investigation by the incident commander, an officer, or the ranking firefighter in charge, the suspected firefighter may be subjected to a Blood Alcohol Content (BAC) and/or Urine Analysis (UA) tests. Any firefighter who has responded to an emergency call and is suspected of being under the influence of alcohol in violation of this policy can be tested. Refusal to submit to a BAC or UA will be treated as a violation of this policy.

All reports of individuals under the influence shall be communicated to the fire chief or their designee immediately.

No firefighter shall have a BAC greater than 0.0 prior to any:

- Participation in RFD training and/or
- Participation in any other activities and/or events where the firefighter serves as a representative of the RFD.

Fire Department personnel shall not consume alcohol on-duty or while in uniform off-duty.

In any case of a scheduled social event that may involve the consumption of alcohol by a substantial percentage of the RFD Firefighters, the Fire chief or their designee shall arrange, in

advance, either a "Duty Crew" of RFD Firefighters or for emergency response by a neighboring Fire Department, according to the appropriate mutual aid agreements.

Any Firefighter that fails to comply with the requirements of this policy or has used or is in possession of any illegal drugs or prescription drugs without a prescription or illicit paraphernalia is subject to disciplinary action, up to and including termination, whether on or off-duty.

City Property

Alcoholic beverages shall not be permitted in any Rogers Fire Department fire station under any circumstance without the Rogers Fire Department obtaining a temporary liquor license from the Rogers City Council.

Storage of any alcoholic beverages and/or illegal drugs in any Rogers Fire Department fire station or vehicle is strictly prohibited.

Any member driving any fire department apparatus and subsequent collision will be subject to a BAC and UA.

DRAFT

Appendix A

Physical Agility Test (PAT)

This is a Pass/Fail test based on a total time of 12 minutes.

Participants will wear an SCBA pack and firefighter protective clothing for the test. Required:

- Long Pants
- Hard Hat with strap
- Work gloves
- Footwear with no open-toe/heel

Watches and loose or restrictive jewelry are not allowed.

Events are placed in a sequence that best simulates fire scene operations.

No running is allowed between events.

Two stopwatches will be used to time the PAT. If one watch fails the backup watch will be used.

Any candidate who fails the PAT will be advised of their options as outlined in the Rogers Firefighter Handbook.



Rogers Fire Department Physical Agility Exam

*Events 1 through 7 must be completed within a 12 minute period including one rest break of up to 1 minute which counts as part of the total exam.
Test ends immediately if any stations are failed.*

Candidate Name _____		Date _____	
1	Hose Roll	PASS	FAIL
	Candidate must roll hose and then unroll one section of 2 1/2 hose.		
	The hose must be neat & compact		
	You must unroll the hose in a generally controlled manner.		
	Pitching of the rolled hose is not aloud		
2	Hose Drag	PASS	FAIL
	Candidate must take nozzle and drag uncharged 2 1/2 hose to cone,		
	turn around and drag back to start, and then lay nozzle in square on concrete		
	The hose must be extended for 100 feet		
	You must pass around the cone		
3	Ladder Carry	PASS	FAIL
	Candidate must take 12' attic ladder off rack, carry ladder around cone, and		
	replace ladder on the rack. This must be done without dragging or		
	dropping the ladder.		
	You must carry the ladder around the cone and back to the starting point.		
4	Ladder Raise	PASS	FAIL
	Candidate must walk to extension ladder, pull rope (lanyard) and raise		
	fly until fully extended; then lower ladder to original position		
	You must return the ladder to its original position		
	You must maintain control of the ladder at all times		
5	Dummy Drag	PASS	FAIL
	The candidate must walk to the rescue dummy.		
	Drag or carry the dummy approximately 100' to the finish line.		
	The dummy must fully cross the finish line.		
6	Connect to Fire Hydrant	PASS	FAIL
	The candidate must remove all equipment from the hydrant bag and		
	connect the hydrant. Once equipment is attached to hydrant, the		
	candidate shall open the main valve on the hydrant. After turning the		
	main valve off, place all equipment back into hydrant bag.		
7	Smoke Crawl	PASS	FAIL
	The total distance for the crawl test shall be 40 feet. The candidate shall		
	crawl on hands and knees for a distance of 10 feet, duck under one table.		
	The candidate shall then crawl for a distance of 10 feet, turn around and		
	crawl back 10 feet, duck under the table, then crawl to the starting location.		
I certify the performance of the above named candidate on stations 1-7 of the Physical Agility Exam on this ____ day of _____, ____.		Total Time	1-7 PASS FAIL
Signature of Evaluator _____			

Appendix B: Revision/Review Dates

Date	Adopted by Council Date	Reviewed/Author'd By
2/13/2024	2/13/2024	Patrick Farrens Jr., Fire Chief
12/5/2024	12/10/2024	Patrick Farrens Jr., Fire Chief

DRAFT



STAFF REPORT

Meeting Date: December 10, 2024

ROGERS CITY COUNCIL

Agenda Item: 5.12

Subject: Approve Professional Services Agreement with Braun Intertec Corporation for Geotechnical Services for 2025 Pavement Management Project, City Project No. 2501

Prepared By: Mike Albers, Assistant City Engineer

Recommended Council Action

Motion to Approve Professional Services Agreement with Braun Intertec Corporation for Geotechnical Services for 2025 Pavement Management Project, City Project No. 2501.

Overview / Background / Analysis

The 2025 Pavement Management Project (PMP) is identified in the City's Capital Improvement Program for 2025. The 2025 PMP is generally bounded by Interstate 94 on the west side, 141st Ave (CSAH 144) on the south, Northdale Blvd on the east and the Crow River on the north. The 2025 PMP project calls for the roadways to be improved with rehabilitation of the pavement surface and minor concrete curb and gutter replacement as needed. It is anticipated that the project area will be completed over a 2-year period in 2025 and 2026.

On November 19, 2024, staff issued a Request for Proposals (RFP) for geotechnical services on the project to perform ground penetrating radar (GPR) testing, pavement cores and hand auger borings (3-5' deep), laboratory testing, engineering analysis and a report. Two geotechnical firms were included in the RFP; American Engineering and Testing (AET) and Braun Intertec Corporation. AET declined to submit a proposal and Braun Intertec Corporation submitted the attached proposal. The proposed cost of services is as follows:

<u>Consultant</u>	<u>Proposal Amount</u>
Braun Intertec Corporation	\$14,320

The proposal by Braun Intertec Corporation is similar in nature, scope and schedule to the RFP. City staff has worked with Braun Intertec Corporation on previous projects and recommends the City Council approve the proposal which is attached as Exhibit A to our Professional Services Agreement.

Staff Recommendation

Motion to Approve Professional Services Agreement with Braun Intertec Corporation for Geotechnical Services for 2025 Pavement Management Project, City Project No. 2501.

Financial Impact: \$14,320

Source Fund: 401

Budgeted? Yes

Supporting Documentation

A. Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made on the 10th day of December, 2024, between the **CITY OF ROGERS, 22350 S. Diamond Lake Road, Rogers MN 55374** ("City") and **Braun Intertec Corporation** 1826 Buerkle Road, Saint Paul, MN 55110 ("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 December 10, 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 Corporation

By: _____
Rick Ihli, Mayor

By: _____

Date: _____

Its: _____

Date: _____

By: _____
Steven Stahmer, City Administrator

Date: _____

December 2, 2024

Proposal QTB207070

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

Re: Proposal for a Pavement and Geotechnical Evaluation
City of Rogers 2025 Pavement Management Project
Various City Streets - City Project Number 2501
Rogers, Minnesota

Dear Mr. Albers:

Braun Intertec Corporation appreciates the opportunity to provide this proposal to complete a pavement and geotechnical evaluation for the City of Roger's 2025 Pavement Management Project.

Project Information

Per the Request for Proposal and map provided, we understand the City is planning about 6.2 miles of pavement rehabilitation projects as part of their 2025 Pavement Management Project. We understand the planned repair option includes full-depth reclamation (FDR).

To provide recommendations for repair, it was requested that we perform Ground Penetrating Radar (GPR) testing, pavement coring and hand auger borings.

Purpose

The purpose of the pavement and geotechnical evaluation is to determine the thicknesses of the in-place pavement materials and to note underlying material conditions for use in providing recommendations related to the planned repair.

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.

Ground Penetrating Radar

To provide a continuous profile of pavement layer thicknesses along the streets, we will perform GPR testing using a 2.0-gigahertz, air-coupled unit from GSSI, Inc. Testing will be performed at posted speeds in both directions. Pavement layer thickness data will be gathered at an interval of approximately one foot. Our GPR measurements will be tied to GPS coordinates and interpreted thicknesses will be verified with information obtained from the pavement cores and hand auger borings.

AA/EOE

A GPR unit of this configuration can be expected to penetrate a maximum of 2 to 3 feet under ideal conditions. Unfavorable soils and ambient and electromagnetic interference may limit the useful depth of the data.

Pavement Coring and Hand Auger Borings

Prior to excavating, we will contact Gopher State One Call and arrange for notification of the appropriate utility vendors to mark and clear the boring 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.

Using data obtained from the GPR and a general spacing of about 1,200 feet, we will perform a total of 28 pavement cores and hand auger borings. The purpose of performing the pavement cores and hand auger borings will be to confirm and calibrate the GPR scans, to measure the thickness of the existing pavement section and underlying aggregate base section, if present, and to determine subbase soils. As requested, borings will be extended to a depth of 3 feet below surface grades.

Once complete, the pavement cores will be returned to our lab where underlying conditions will be reviewed, as well as any material deficiencies. Upon backfilling boring locations, we will fill holes in pavements with a temporary patch. Over time, subsidence of corehole backfill may occur, requiring releveling of surface grades or replacing bituminous patches. We are not assuming responsibility for re-leveling or re-patching after we complete our fieldwork.

Laboratory Testing

Since the intended repair approach includes FDR, to assess the type and quality of aggregate base material that will be incorporated into the reclaim material, we recommend gradation testing be performed on select samples of the base material. Based on the map provided, we recommend 12 gradation tests on selected samples be performed. The cost for gradation testing has been included in our estimate.

Traffic Control

Based on our review of the streets to be tested, the streets appear to be low-volume residential streets. To protect our field crews and alert motorists of our work, we intend to use signs and traffic cones.

Reporting

We will prepare a report including:

- A CAD sketch showing the tested street(s) and exploration locations.
- Tabular and graphical depiction of the GPR scan results.
- A discussion of the GPR findings.
- Summary of the pavement core and boring results, as well as photographs of the pavement cores.
- Laboratory test results.

- Recommendations for design R-values based on the soils encountered in the hand auger borings.
- Recommendations for repair for each of the tested streets, including recommendations for reclaim depths and pavement design.

We will submit an electronic copy of our report.

Schedule

We anticipate performing our work according to the following schedule.

- GPR testing – we assume GPR testing can be performed within 1 to 2 weeks of project authorization and will take about 1 day to perform
- Coring and Borings – within about 2 weeks of collecting the GPR data
- Laboratory testing – within about 1 week of our field work
- Final report submittal – we understand the final report is requested by January 24, 2025.

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 an estimated fee of \$14,320. We are attaching a tabulation showing hourly and/or unit rates associated with our proposed scope of services.

Our work may extend over several invoicing periods. As such, we will submit partial progress invoices for work we perform during each invoicing period.

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 other's will not delay us beyond our proposed schedule.

We will provide our services under the terms of the Professional Services Agreement provided within the RFP and per agreed upon language by Braun Intertec Corporation.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Amy Grothaus at 651.261.7122 (agrothaus@braunintertec.com).

Sincerely,

BRAUN INTERTEC CORPORATION



Amy J. Grothaus, PE
Senior Manager, Senior Engineer



Christopher R. Kufner, PE
Associate Director, Principal Engineer

Attachment:
Project Proposal

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

Project Proposal

QTB207070

City of Rogers 2025 Pavement Management Project

Client:

City of Rogers
Mike Albers
22350 S Diamond Lake Rd
Rogers, MN 55374
(763) 428-2253

Work Site Address:

Various City Streets
Rogers, MN

Service Description:

Pavement and Geotechnical Evaluation

	Description	Quantity	Units	Unit Price	Extension
Phase 1	Pavement and Geotechnical Evaluation				
Activity 1.1	Ground Penetrating Radar Testing				\$1,500.00
259	GPR Data Collection (both travel directions)	6.00	Hour	200.00	\$1,200.00
8640	GPR Mobilization	80.00	Each	3.75	\$300.00
Activity 1.2	Staking, Utility Meet, Pavement Coring and Borings				\$6,640.00
1862	Trip Charge (staking/utility meet and coring)	3.00	Each	40.00	\$120.00
205	Site layout and utility clearance	5.00	Hour	110.00	\$550.00
138	Project Assistant	1.00	Hour	94.00	\$94.00
371	CADD/Graphics Operator	1.00	Hour	136.00	\$136.00
5096	Trimble GeoXH GPS (sub-meter horizontal only), per hour	5.00	Each	76.00	\$380.00
252	Bituminous Coring and Borings (2 person crew)	16.00	Hour	300.00	\$4,800.00
1555	Bit wear and patch material, per core	28.00	Each	20.00	\$560.00
Activity 1.3	Laboratory Testing				\$1,992.00
1162	Sieve Analysis with 200 wash, per sample	12.00	Each	166.00	\$1,992.00
Activity 1.4	Analysis and Reporting				\$4,188.00
138	Project Assistant	2.00	Hour	94.00	\$188.00
371	CADD/Graphics Operator	1.00	Hour	136.00	\$136.00
128	Senior Engineer	16.00	Hour	194.00	\$3,104.00
130	Principal Engineer	2.00	Hour	240.00	\$480.00
125	Project Manager	2.00	Hour	140.00	\$280.00
Phase 1 Total:					\$14,320.00

Proposal Total: \$14,320.00



STAFF REPORT

Meeting Date: December 10, 2024

ROGERS CITY COUNCIL

Agenda Item: 5.13

Subject: Approval of Resolution 2024-126 Supporting the Submission of a Minnesota Brownfields BDFP Grant Application for the Creation of a Response Action Plan (RAP) for the Civic Campus Site

Prepared By: Brett Angell, Community Development Director

Recommended Council Action

Motion to approve Resolution 2024-126 supporting the submission of a Minnesota Brownfields BDFP Grant Application Related to a Response Action Plan (RAP) for the civic campus site.

Overview / Background / Analysis

Over the course of 2023 to 2024, the City of Rogers has been conducting environmental due diligence on the former Boyer and Holiday site related to the future redevelopment of the site into a new civic campus for the city. This due diligence has included a Phase I Environmental Site Assessment (ESA), Phase II ESA, and enrollment into the MPCA VIC program. Much of the costs incurred to date have been covered from grants through the Hennepin County COA/MOA programs.

The proposed resolution corresponds to supporting a grant application to Minnesota Brownfields to cover the cost of a Response Action Plan (RAP) for the site. A RAP is a detailed report which will provide any steps required to remediate contamination at the site. The RAP also includes cost estimates for said remediation. If awarded a grant through Minnesota Brownfields BDFP program, the entire costs of the RAP would be covered as there are no match requirements for this grant.

The proposed contractor to complete the RAP work is Braun Intertec. Braun has completed all environmental work conducted at the site to date and has been awarded the contract for the geotechnical evaluation of the site. A scope of work for the RAP has been received from Braun for the total cost of \$6,150. Assuming an early January start to the RAP, it is anticipated to be completed by March 2025.

A completed RAP is a required component for future clean-up grant applications. The proposed timing of the RAP should allow for the city to submit a spring 2025 grant application for clean-up funding through the Hennepin County Environmental Response Fund (ERF).

Staff Recommendation

Staff recommending approval Resolution 2024-126 supporting the submission of a Minnesota Brownfields BDFP Grant Application Related to a Response Action Plan

(RAP) for the civic campus site.

Financial Impact: Not Applicable.

Source Fund: Not Applicable.

Budgeted? N/A

Supporting Documentation

- A. Resolution 2024-126
- B. Braun RAP Proposal

RESOLUTION NO. 2024 – 126

**A RESOLUTION OF SUPPORT FOR THE SUBMISSION OF A MINNESOTA
BROWNFIELDS GAP FINANCING PROGRAM GRANT APPLICATION**

WHEREAS, the City of Rogers (the “City”) currently owns real property located at 13017 Main Street (PID 23-120-23-24-0023), 13009 Main Street (PID 23-120-23-24-0014), 13013 Main Street (PIDs 23-120-23-24-006 & 23-120-23-24-0004), and 21701 Industrial Blvd (PIDs 23-120-23-24-0026 & 23-120-23-24-0025); and

WHEREAS, the City wishes to complete a Response Action Plan (“RAP”) for the parcels to further understand any potential cost for remediation of contamination and/or clean-up requirements for the property; and

WHEREAS, the City has received a scope of services from Braun Intertec for the completion of the RAP; and

WHEREAS, the City seeks funding assistance from Minnesota Brownfield’s Gap Financing Program for the completion of this study.

NOW, THEREFORE BE IT RESOLVED, that the City Council of Rogers, Minnesota hereby approves the Rogers Civic Campus Response Action Plan project, for which a Minnesota Brownfields Gap Financing Program grant application is being submitted on December 11th, 2024.

Moved by Councilmember _____, seconded by Councilmember _____

The following voted in favor of said resolution:

The following voted against said resolution:

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 10th day of December, 2024.

Rick Ihli, Mayor

ATTEST:

City Clerk

December 2, 2024

Proposal QTB207343

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

Heidi Timm-Bijold
Minnesota Brownfields
7042 E Fish Lake Road
Maple Grove, MN 55311

Re: Proposal for Response Action Plan Preparation and Submittal
City of Rogers Redevelopment Project
21701 Industrial Boulevard, 13013 Main Street, and 13017 Main Street
Rogers, Minnesota

Dear Mr. Angell and Ms. Timm-Bijold:

Braun Intertec Corporation is pleased to present this proposal to prepare a Response Action Plan and Construction Contingency Plan (RAP/CCP) for submittal and approval by the Minnesota Pollution Control Agency (MPCA) for the proposed redevelopment located at 21701 Industrial Boulevard, 13013 Main Street, and 13017 Main Street in Rogers, Minnesota (Site). The Site is comprised of five contiguous parcels. Four parcels are occupied by a commercial building formerly operated by Boyer Trucks, as a commercial truck dealership which included maintenance and parts services (Boyer Trucks Property). The City of Rogers acquired the Boyer Trucks Property earlier this year. The adjoining parcel to the northeast, 13017 Main Street (Hennepin County PID: 2312023240023), is owned by the City of Rogers (City Parcel) and has a closed petroleum release (MPCA leak site LS00018292). The Boyer Trucks Property and the adjoining City Parcel are being considered by the City of Rogers for redevelopment (Site).

This proposal outlines the Scope of Services and provides a Cost Estimate for the proposed work.

Scope of Services – RAP/CCP Preparation and Correspondence

Braun Intertec will prepare a RAP/CCP for the proposed Site redevelopment based on currently available design plans from the City of Rogers. The RAP/CCP will summarize existing environmental data for the Site (including the most recent investigation), discuss contamination-related issues affecting the proposed redevelopment, present a framework for managing contaminated media removed/encountered during redevelopment, and describe proposed remediation activities and required environmental monitoring/testing. The RAP/CCP will not include a conceptual soil vapor control design for the proposed building because seasonal soil vapor sampling completed to date did not identify

petroleum or non-petroleum related volatile organic compounds (VOCs) at concentrations exceeding the MPCA action level of 33x the Commercial/Industrial Intrusion Screening Values (ISVs).

In addition to the preparation of the RAP/CCP, Braun Intertec will prepare an budget estimate for RAP implementation environmental costs related to Site redevelopment. We will also correspond with the MPCA regarding issuance of a RAP/CCP approval letter, as required.

Cost Estimate

Braun Intertec will provide the services described herein on an hourly and unit-cost basis for the estimated cost listed below. A detailed cost breakdown is attached.

<u>Service Description</u>	<u>Cost</u>
<i>RAP/CCP Preparation and Correspondence</i>	\$6,150

Braun Intertec will begin the project upon receipt of your authorization. The estimated cost of \$6,150 presented is based on the Scope of Services described and the assumption that the proposal will be authorized within 30 days and that the project will be completed within the proposed schedule. You will be billed only for services provided on a time and material basis.

Scheduling

We will begin work on the project immediately upon authorization.

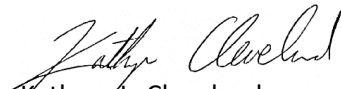
Acceptance of Proposal/General Remarks

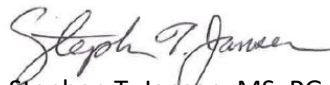
Braun Intertec appreciates the opportunity to present this proposal. This proposal is being sent in an electronic version **only**. Services will be provided in accordance with the terms and conditions of the Master Professional Services Agreement between Braun Intertec and Minnesota Brownfields dated January 23, 2023.

Braun Intertec appreciates the opportunity to provide professional services on this project. If you have questions regarding the contents of this proposal, please contact Kathryn Cleveland at 952.995.2489 (kcleveland@braunintertec.com) or Steve Jansen at 612.599.2219 (sjansen@braunintertec.com).

Sincerely,

BRAUN INTERTEC CORPORATION


Kathryn L. Cleveland
Project Scientist


Stephen T. Jansen, MS, PG
Vice President, Principal Scientist

Attachment:

Cost Estimate

The proposal including the Braun Intertec General Conditions 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



The Science You Build On.

Cost Estimate

QTB207343

RAP/CCP Report

Client: Minnesota Brownfields Heidi Timm-Bijold 7042 E Fish Lake Rd Maple Grove, MN 55311	Work Site Address:	Service Description: RAP/CCP Report
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	Description	Quantity	Units	Unit Price	Extension
Phase 1	RAP/CCP				
Activity 1.1	Professional Services				\$6,150.00
389	Staff Consultant II	4.00	Hour	127.00	\$508.00
394	Project Consultant III	16.00	Hour	186.00	\$2,976.00
396	Senior Consultant II	2.00	Hour	225.00	\$450.00
398	Principal Consultant II	4.00	Hour	279.00	\$1,116.00
371	GIS/CAD Specialist II	5.00	Hour	132.00	\$660.00
138	Project Assistant	2.00	Hour	90.00	\$180.00
125	Project Control Specialist	2.00	Hour	130.00	\$260.00
Phase 1 Total:					\$6,150.00

Proposal Total:	\$6,150.00
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STAFF REPORT

Meeting Date: December 10, 2024

ROGERS CITY COUNCIL

Agenda Item: 5.14

Subject: Approval of Resolution No. 2024-127 Approving a Lot Combination Involving the Property at 23500 Saddle Ridge Drive

Prepared By: Alec Henderson, City Planner

Recommended Council Action

Motion to approve Resolution No. 2024-127 approving the lot combination involving land at 23500 Saddle Ridge subject to the conditions as stated in the Resolution.

Overview / Background / Analysis

Timothy and Leah Austin are the owners of real property at 23500 Saddle Ridge Dr (PID: 27-120-23-31-0005) and property with PIDs 27-120-23-34-0013 and 27-120-23-31-0010 (Subject Property), together approximately 5.13 acres. 23500 Saddle Ridge is part of the original homestead where the Saddle Ridge development occurred. The homestead was separated prior to development. During the course of the Saddle Ridge development, two outlot were platted. Outlot A includes access to Saddle Ridge Dr (constructed during the development) and Outlot B contains an existing pond complex that was part of the original homestead. The outlot has been deeded to the Austin family and the owners are requesting to combine the lots into one parcel.

The property is zoned Rural Residential, R1. It is staff's recommendation that the lot combination is approved. The resulting combined lot meets the requirements of the R1 district and section 125-32 (Land division Code). The City can approve simple lot divisions, combinations, through resolution. The lot combination will be finalized through submission of the resolution, certificate of survey and lot combination documentation to the County.

Staff Recommendation

Staff recommends approval of Resolution No. 2024-127, Approving the lot combination involving land at 23500 Saddle Ridge. Conditions can be found in the resolution.

Financial Impact: Not applicable.

Source Fund: Not applicable.

Budgeted? N/A

Supporting Documentation

- A. Resolution No. 2024-127 - Lot Combination
- B. Certificate of Survey

RESOLUTION NO. 2024-127

**A RESOLUTION APPROVING A LOT COMBINATION INVOLVING THE
PROPERTY AT 23500 SADDLE RIDGE DR**

WHEREAS, Timothy and Leah Austin are the Owners of real property at 23500 Saddle Ridge Dr (PID: 27-120-23-31-0005) and property with PIDs 27-120-23-34-0013 and 27-120-23-31-0010 (Subject Property), together approximately 5.13 acres, as legally described in Exhibit A; and,

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

WHEREAS, the Owner is proposing to combine the Subject Properties in a manner that creates one total parcel 5.13 acres in size from the existing three parcels; and

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

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

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

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

1. The legal descriptions and survey proposed shall be subject to review by the County and/or City and may be revised prior to executing the Lot Split; and
2. The Subject Property shall meet the requirements of section 125-32 – Minor Land Divisions including the limitations on number of times a given lot may receive approval for Lot Splits; and

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 10th day of December, 2024.

Mayor

ATTEST:

City Clerk

EXHIBIT A

LEGAL DESCRIPTION OF EXISTING PARCELS

EXISTING PARCEL WITH PID 27-120-23-31-0005

That part of the South Half of the Northeast Quarter of the Southwest Quarter and of the North Half of the Southeast Quarter of the Southwest Quarter of Section 27, Township 120, Range 23, Hennepin County, Minnesota, described as follows:

Beginning at the northwest corner of said North Half of the Southeast Quarter of the Southwest Quarter; Thence South 0 degrees 50 minutes 00 seconds West along the west line thereof, a distance of 34.00 feet to the south line of the North 34.00 feet of said North Half of the Southeast Quarter of the Southwest Quarter; Thence South 89 degrees 30 minutes 05 seconds East along said south line, a distance of 305.00 feet; Thence North 5 degrees 15 minutes 05 seconds West, a distance of 34.17 feet to a point on the north line of said North Half of the Southeast Quarter of the Southwest Quarter distant 301.38 feet from the northwest corner thereof; Thence North 5 degrees 15 minutes 05 seconds West, a distance of 365.83 feet; Thence North 89 degrees 30 minutes 05 seconds West, a distance of 262.60 feet to the west line of said South Half of the Northeast Quarter of the Southwest Quarter; Thence South 0 degrees 50 minutes 00 seconds West along said west line and the west line of said North Half of the Southeast Quarter of the Southwest Quarter, a distance of 364.00 feet to the point of beginning.

EXISTING PARCEL WITH PID 27-120-23-34-0013

Outlot A, SADDLE RIDGE, according to the recorded plat thereof, Hennepin County, Minnesota.

EXISTING PARCEL WITH PID 27-120-23-31-0010

Outlot B, SADDLE RIDGE, according to the recorded plat thereof, Hennepin County, Minnesota.

EXHIBIT B

LEGAL DESCRIPTION OF PROPOSED LOT COMBINATION

Resulting Combination:

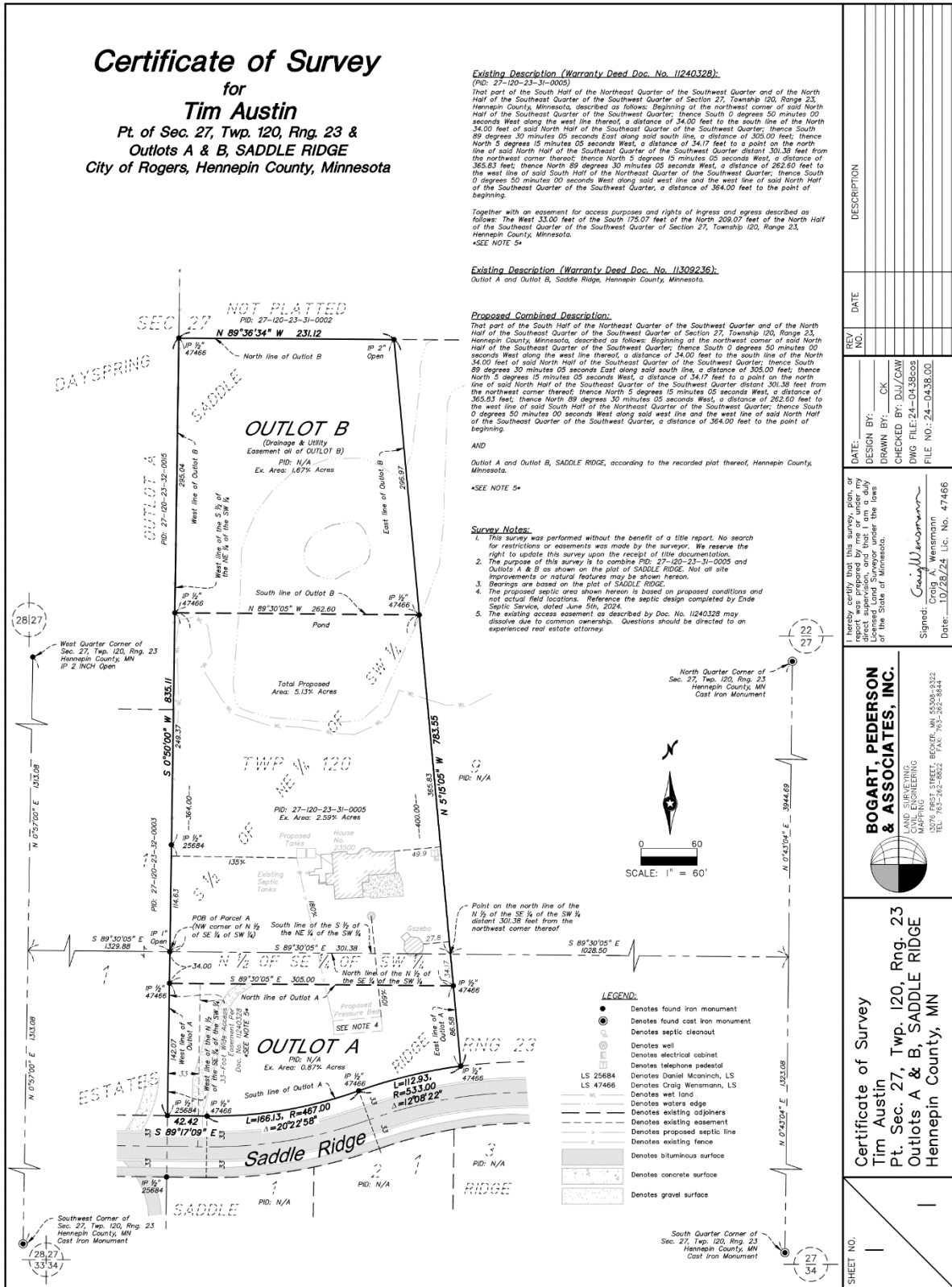
That part of the South Half of the Northeast Quarter of the Southwest Quarter and of the North Half of the Southeast Quarter of the Southwest Quarter of Section 27, Township 120, Range 23, Hennepin County, Minnesota, described as follows:

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AND

Outlot A and Outlot B, SADDLE RIDGE, according to the recorded plat thereof, Hennepin County, Minnesota.

EXHIBIT C
SURVEY ILLUSTRATING LOT COMBINATION



Certificate of Survey

for

Tim Austin

Pt. of Sec. 27, Twp. 120, Rng. 23 &

Outlots A & B, SADDLE RIDGE

City of Rogers, Hennepin County, Minnesota

Existing Description (Warranty Deed Doc. No. 11240328):

(PID: 27-120-23-31-0005)

That part of the South Half of the Northeast Quarter of the Southwest Quarter and of the North Half of the Southeast Quarter of the Southwest Quarter of Section 27, Township 120, Range 23, Hennepin County, Minnesota, described as follows: Beginning at the northwest corner of said North Half of the Southeast Quarter of the Southwest Quarter; thence South 0 degrees 50 minutes 00 seconds West along the west line thereof, a distance of 34.00 feet to the south line of the North 34.00 feet of said North Half of the Southeast Quarter of the Southwest Quarter; thence South 89 degrees 30 minutes 05 seconds East along said south line, a distance of 305.00 feet; thence North 5 degrees 15 minutes 05 seconds West, a distance of 34.17 feet to a point on the north line of said North Half of the Southeast Quarter of the Southwest Quarter distant 301.38 feet from the northwest corner thereof; thence North 5 degrees 15 minutes 05 seconds West, a distance of 365.83 feet; thence North 89 degrees 30 minutes 05 seconds West, a distance of 262.60 feet to the west line of said South Half of the Northeast Quarter of the Southwest Quarter; thence South 0 degrees 50 minutes 00 seconds West along said west line and the west line of said North Half of the Southeast Quarter of the Southwest Quarter, a distance of 364.00 feet to the point of beginning.

Together with an easement for access purposes and rights of ingress and egress described as follows: The West 33.00 feet of the South 175.07 feet of the North 209.07 feet of the North Half of the Southeast Quarter of the Southwest Quarter of Section 27, Township 120, Range 23, Hennepin County, Minnesota.

SEE NOTE 5

Existing Description (Warranty Deed Doc. No. 11309236):

Outlot A and Outlot B, SADDLE RIDGE, Hennepin County, Minnesota.

Proposed Combined Description:

That part of the South Half of the Northeast Quarter of the Southwest Quarter and of the North Half of the Southeast Quarter of the Southwest Quarter of Section 27, Township 120, Range 23, Hennepin County, Minnesota, described as follows: Beginning at the northwest corner of said North Half of the Southeast Quarter of the Southwest Quarter; thence South 0 degrees 50 minutes 00 seconds West along the west line thereof, a distance of 34.00 feet to the south line of the North 34.00 feet of said North Half of the Southeast Quarter of the Southwest Quarter; thence South 89 degrees 30 minutes 05 seconds East along said south line, a distance of 305.00 feet; thence North 5 degrees 15 minutes 05 seconds West, a distance of 34.17 feet to a point on the north line of said North Half of the Southeast Quarter of the Southwest Quarter distant 301.38 feet from the northwest corner thereof; thence North 5 degrees 15 minutes 05 seconds West, a distance of 365.83 feet; thence North 89 degrees 30 minutes 05 seconds West, a distance of 262.60 feet to the west line of said South Half of the Northeast Quarter of the Southwest Quarter; thence South 0 degrees 50 minutes 00 seconds West along said west line and the west line of said North Half of the Southeast Quarter of the Southwest Quarter, a distance of 364.00 feet to the point of beginning.

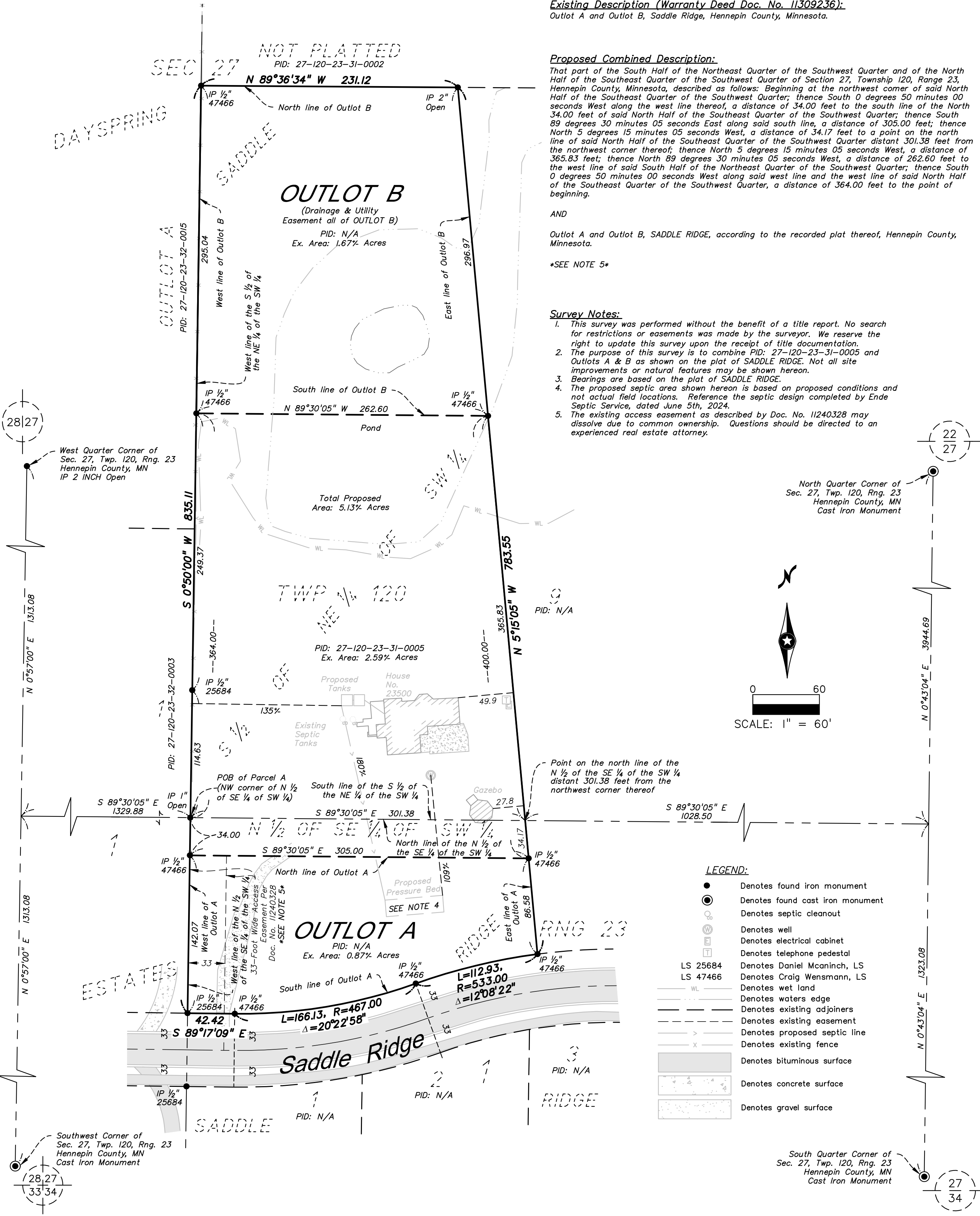
AND

Outlot A and Outlot B, SADDLE RIDGE, according to the recorded plat thereof, Hennepin County, Minnesota.

SEE NOTE 5

Survey Notes:

- This survey was performed without the benefit of a title report. No search for restrictions or easements was made by the surveyor. We reserve the right to update this survey upon the receipt of title documentation.
- The purpose of this survey is to combine PID: 27-120-23-31-0005 and Outlots A & B as shown on the plat of SADDLE RIDGE. Not all site improvements or natural features may be shown hereon.
- Bearings are based on the plat of SADDLE RIDGE.
- The proposed septic area shown hereon is based on proposed conditions and not actual field locations. Reference the septic design completed by Ende Septic Service, dated June 5th, 2024.
- The existing access easement as described by Doc. No. 11240328 may dissolve due to common ownership. Questions should be directed to an experienced real estate attorney.



DESCRIPTION

DATE

REV NO.

DATE

DESIGN BY

DRAWN BY

CHECKED BY

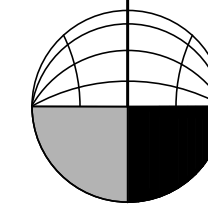
DWG FILE

FILE NO

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

Signed: *Craig Wensmann*
Craig A. Wensmann
Date: 10/28/24 Lic. No. 47466

BOGART, PEDERSON & ASSOCIATES, INC.



13076 FIRST STREET, BECKER, MN 55308-9322
TEL: 763-262-8822 FAX: 763-262-8844

Certificate of Survey
Tim Austin
Pt. Sec. 27, Twp. 120, Rng. 23
Outlots A & B, SADDLE RIDGE
Hennepin County, MN

SHEET NO.



STAFF REPORT

ROGERS CITY COUNCIL

Meeting Date: December 10, 2024

Agenda Item: 5.15

Subject: Approval of Resolution 2024-128 Authorizing Letter of Credit Reduction for Shores at Sylvan Lake

Prepared By: Alec Henderson, City Planner

Recommended Council Action

Motion to approve Resolution 2024-128, Authorizing a Letter of Credit Reduction for Shores of Sylvan Lake.

Overview / Background / Analysis

LTH Sylvan, LLC, developer of Shores of Sylvan Lake, has requested a letter of credit reduction for work completed in their development. After review by planning and engineering departments, the letter of credit is recommended to be reduced from \$384,525.00 to \$119,117.00. It is likely that full completion will occur in the spring of 2025.

Staff Recommendation

Staff recommend approval of Resolution 2024-128 Authorizing a Letter of Credit Reduction for Shores of Sylvan Lake.

Financial Impact: Not applicable

Source Fund: Not applicable.

Budgeted? N/A

Supporting Documentation

A. Resolution No. 2024-128

A RESOLUTION AUTHORIZING A LETTER OF CREDIT REDUCTION FOR SHORES OF SYLVAN LAKE

Page 167 of 244



STAFF REPORT

Meeting Date: December 10, 2024

ROGERS CITY COUNCIL

Agenda Item: 7.1

Subject: Approval of 2025 Final Budget and Levy Certifications

- Open for Public Comment
- Adopt the 2025 Budget
- Approval of Resolution No. 2024-125, A Resolution Setting the 2024 General and Special Levies

Prepared By: Bridget Bruska, Finance Director

Recommended Council Action

- Open for Public Comment
- Motion to Adopt the 2025 City of Rogers Budget, Including the General Fund, Special Revenue Funds; the Enterprise Fund Budgets, the Five-Year Financial Management Plan, Capital Equipment Plan, Capital Improvement Plan, and Other Supporting Budget Documents
- Motion to Adopt Resolution No. 2024-125, A Resolution Setting the 2025 General and Special Levies

Overview / Background / Analysis

Each year, the City of Rogers must prepare a budget and set a property tax levy for the upcoming year. Staff carefully analyzed revenue sources, expenditure needs, and City initiatives to develop a budget and levy for your consideration. The City is required to adopt the final budget and property tax levy for 2025 and certify the levy to the County Auditor for taxes payable in 2025 by December 30, 2024. Additionally, the City must review the proposed budget and levy during a regular City Council meeting, providing an opportunity for public testimony as part of the process.

Budget decisions are made with a long-term perspective, ensuring that the City can continue offering quality services at a reasonable cost. Rogers remains in a strong financial position, supported by its AA+ credit rating, which reflects the growing local economy, healthy reserves, and sound financial management practices and policies. The City benefits from its strong tax base, including

2025 Budgets

The City prepares budgets for the following funds:

General Fund. The City's general fund accounts for the day-to-day operational expenses, such as public safety, parks, street maintenance, and general government

services, funded primarily by property taxes and other local revenues. The 2025 General Fund budget is balanced, meaning the City's planned expenditures align with its anticipated revenues. In other words, the City is not spending more than it expects to receive from sources such as property taxes, state funding, and service fees. General fund budgeted expenditures for 2025 are \$16,487,214, an 8.77 percent increase from 2024. The General Fund Levy of \$10,959,495 increased 8.44 percent, which is slightly less than the expenditure increase.

Special Revenue Funds. Special revenue funds are used to account for specific revenues that are designated for a particular purpose. The City's three budgeted special revenue funds include (1) the Economic Development Authority, (2) the Rogers Activity Center (RAC), and (3) the Multi-Purpose Turf Facility, which is anticipated to open in late 2025. The proposed budget includes a \$150,000 tax levy for the EDA and a \$475,000 tax levy for the RAC. The Multi-Purpose Turf Facility revenue budget exceeds the expenditure budget, resulting in no tax levy for this special revenue fund in 2025.

Enterprise Funds. Enterprise Fund budgets include the Utility and Liquor Funds. These funds are meant to account for activities that provide goods or services to the public for a fee. Careful consideration was put into these budgets to ensure their long-term financial health. Two critical items to note when looking at Enterprise Budgets are: (1) whether the operating revenues cover operating expenditures (including depreciation and debt payments) and (2) whether a strong cash balance is sustained to support continued operations and maintenance of equipment and infrastructure.

Final Levy

The proposed 2025 levy is \$15,335,416, a 13.03 percent increase from the prior year. Details regarding the final levy are included in the attached resolution and presentation. It is important to note that the proposed levy increase is due primarily to a balancing of the following:

- Increases in expenditures due to inflation, increased staffing to meet the service level needs of the community, utility costs, insurance costs, and contractual agreements.
- Union contracts and personnel costs programmed across all departments.
- Continuation of capital reserve funds to lower borrowing costs related to replacement of depreciated capital and new capital needs (replacement/new equipment, city facilities, roads, parks, trails)
- The 2024-25 Equipment Interfund Loan issuance with its first-year payment starting in 2025. The City internally funded these purchases through the Sewer Availability Charge Fund to save on issuance and interest costs.

Property values in Rogers have remained relatively stable, with a 3.73% increase in local tax capacity primarily driven by new growth and development. The City's tax rate is determined by dividing the levy by the total tax capacity. For 2025, the estimated tax

rate is 38.709%, up from the 2024 rate of 35.599%. For comparison, a median-valued home of \$446,100, which saw a slight decrease in value of about 1% from 2024, would see an estimated increase of approximately \$123 in the City-only portion of their property tax bill.

The City is committed to maintaining stable tax conditions for existing homes and businesses. As the community continues to grow rapidly, with increasing demand for a broader range of services, the City has responded proactively to these needs. Although economic conditions have led to higher operational costs, this growth presents exciting opportunities for future development, including new facilities to serve residents better. To support these goals and ensure the continued delivery of quality services, the tax rate has been adjusted over the past two years and is expected to gradually rise as we plan for the future.

Staff Recommendation

After opening the meeting for public comment, staff recommends motions to:

- Adopt the 2025 City of Rogers Budget, Including the General Fund, Special Revenue Funds; the Enterprise Fund Budgets, the Five-Year Financial Management Plan, Capital Equipment Plan, Capital Improvement Plan, and Other Supporting Budget Documents
- Adopt Resolution No. 2024-125, A Resolution Setting the 2025 General and Special Levies

Financial Impact: N/A

Source Fund: N/A

Budgeted? N/A

Supporting Documentation

- A. Resolution 2024-125
- B. 2025 Final Levy & Budget Presentation

RESOLUTION NO. 2024 - 125

A RESOLUTION SETTING THE 2025 GENERAL AND SPECIAL LEVIES

WHEREAS, on December 10, 2024, in accordance with Minnesota Statute, the City Council reviewed the proposed budget and levy allowing for public testimony.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Rogers hereby certifies:

<u>General Levy:</u>	
General Fund Levy	\$ 10,959,495
Special Revenue Fund Levy (Rogers Activity Center)	\$ 254,907
Special Revenue Fund Levy (Economic Development)	\$ 150,000
Economic Development Tax Abatement Levy (SE Rogers)	\$ 170,000
Rogers Activity Center Abatement Bond Debt Levy – Principal	\$ 185,000
2020-21 Capital Equipment Interfund Loan Levy	\$ 201,224
2022-23 Capital Equipment Interfund Loan Levy	\$ 432,167
2024-25 Capital Equipment Interfund Loan Levy	\$ 794,288
Public Safety Capital Reserve Levy (PD Building)	\$ 181,626
Capital Improvement Reserve Funds	<u>\$ 1,378,471</u>
Total General Levy	<u>\$ 14,707,178</u>

<u>Special Levies:</u>	
G.O. Improvement/Abatement Bonds, 2015A – Interest	\$ 35,093
G.O. Capital Improvement Plan Bonds, 2024A – Fire Station #2	<u>\$ 593,145</u>
Total Special Levies	<u>\$ 628,238</u>

Total City of Rogers Payable 2025 Certified Levy	<u>\$ 15,335,416</u>
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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 10th day of December, 2024.

Mayor

ATTEST:

City Clerk

2025 Final Budget & Levy

PRESENTATION & PUBLIC INPUT
DECEMBER 10, 2024

Connect. Explore. Thrive.



CITY OF ROGERS

AGENDA



Final presentation
of 2025 Budget &
Levy



City Council
comments and
questions



Public Comment –
Resident comments
and questions on
City levy & budget



Adopt 2025 Budget
& Levy



CITY OF ROGERS

BUDGET PROCESS



Agenda Item 7.1 | December 10, 2024



CITY OF ROGERS

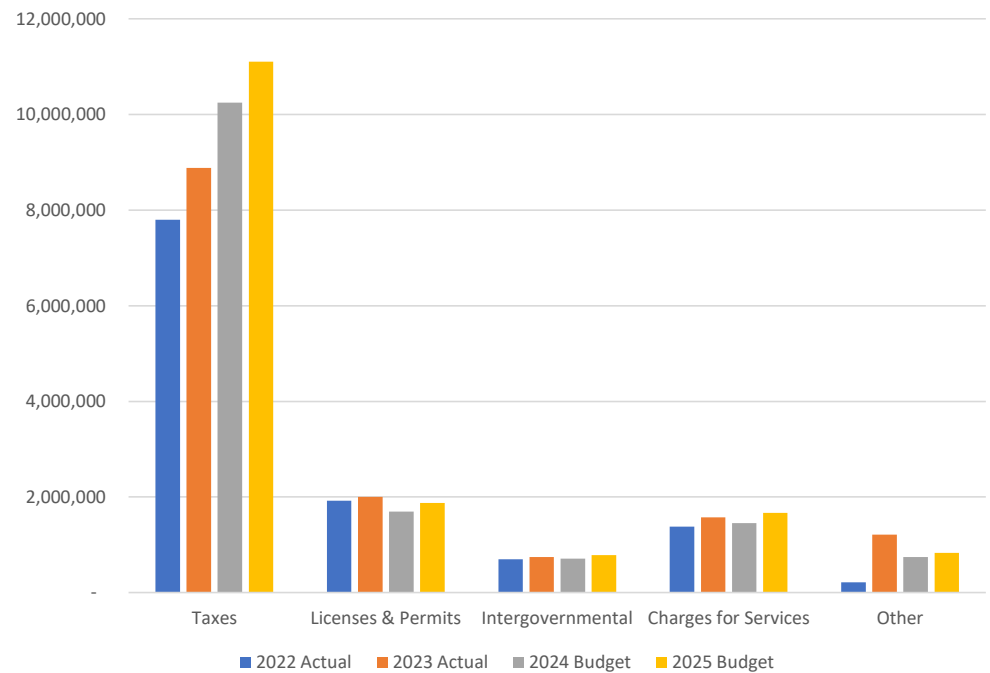
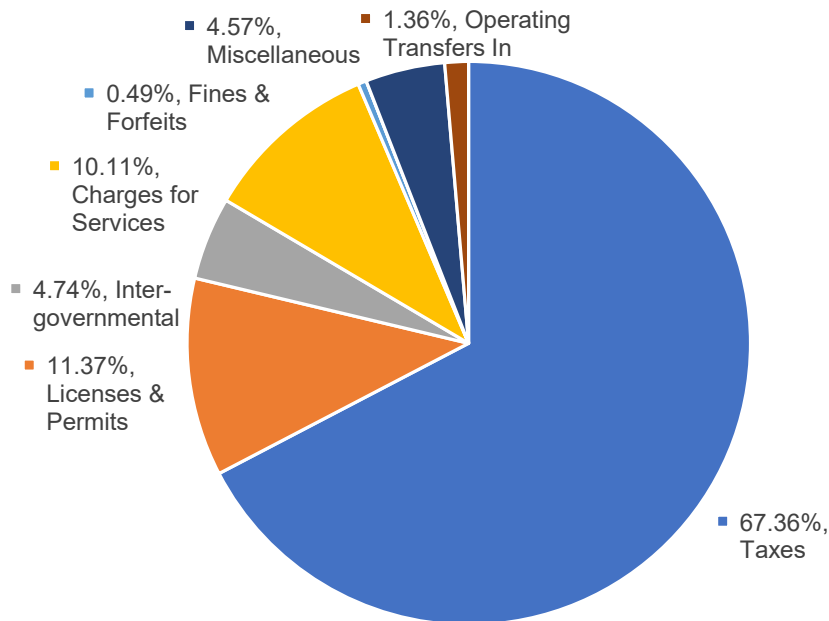
2025 BUDGETS

Agenda Item 7.1 | December 10, 2024

Connect. Explore. Thrive.

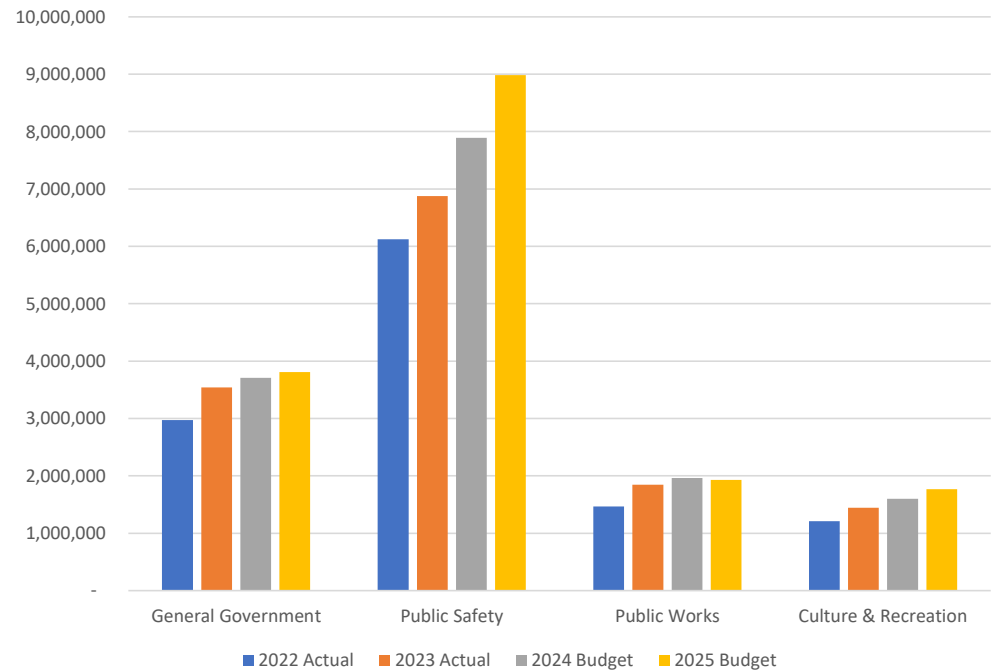
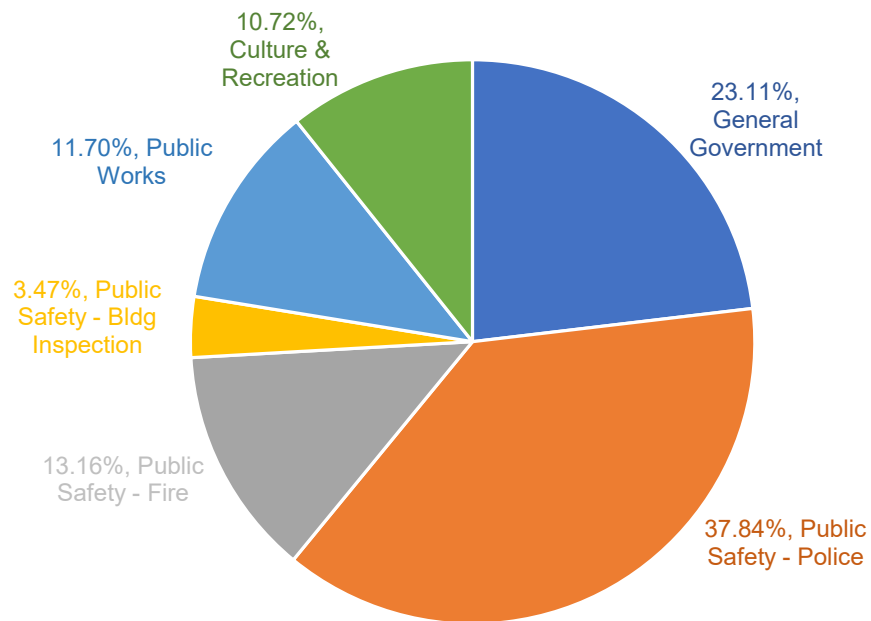


GENERAL FUND BUDGET: REVENUES





GENERAL FUND BUDGET: EXPENDITURES





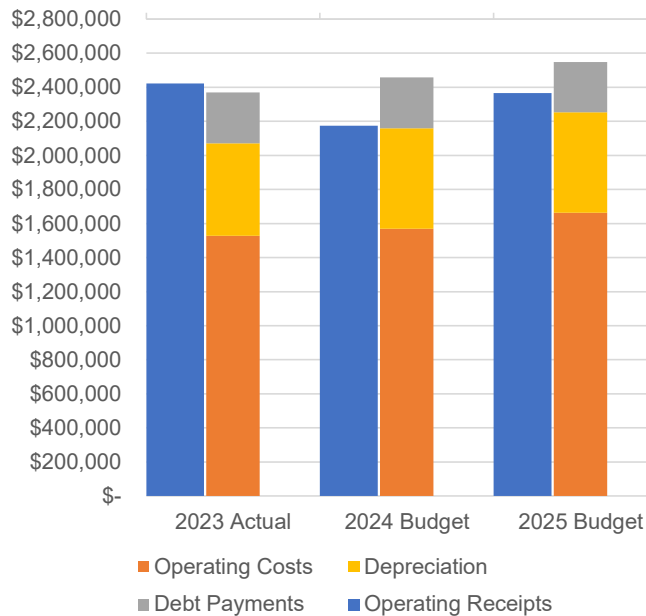
SPECIAL REVENUE FUNDS

	EDA	RAC	Turf
Revenues			
Taxes	320,000	254,907	-
Charges for Services	-	603,500	157,269
Miscellaneous	4,000	60,200	-
Total Revenues	324,000	918,607	157,269
Expenditures			
Personal Services	57,434	440,469	65,878
Supplies	-	85,450	16,200
Other Services and Charges	163,000	248,375	43,300
Capital Outlay	-	166,809	-
Total Expenditures	220,434	941,103	125,378
Revenues Over (Under) Expenditures	103,566	(22,496)	31,891

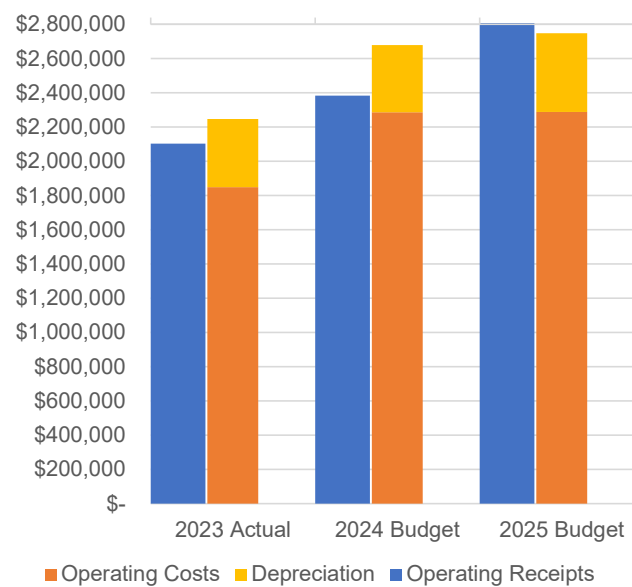


UTILITY FUNDS

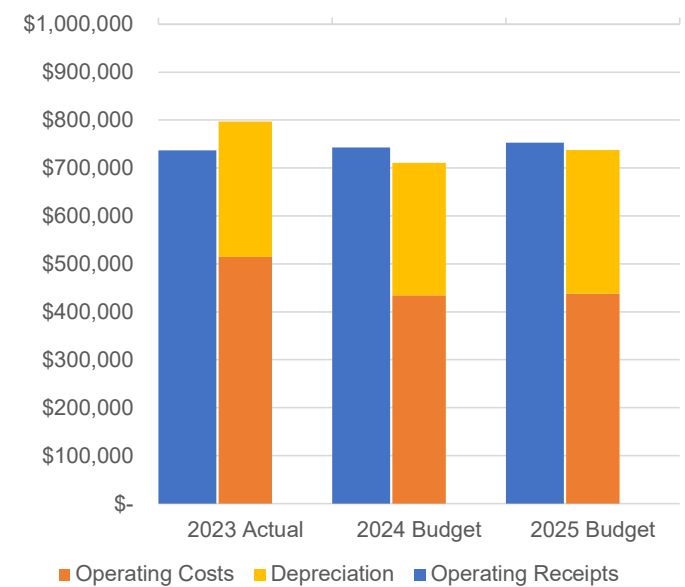
Water Cashflows from Operations



Sewer Cashflows from Operations



Storm Sewer Cashflows from Operations





LIQUOR FUND

City of Rogers Municipal Liquor Fund Budget Summary

	2023 Actual		2024 Budget		2025 Budget	
	Amount	Percent of Sales	Amount	Percent of Sales	Amount	Percent of Sales
Sales	4,694,981	100.0%	4,728,200	100.0%	4,401,800	100.0%
Cost of Sales	3,138,456	66.8%	3,227,500	68.3%	3,104,500	70.5%
Gross Profit	1,556,525	33.2%	1,500,700	31.7%	1,297,300	29.5%
Operating Expenses	1,295,409	27.6%	1,238,422	26.2%	1,049,674	23.8%
Operating Income (Loss)	261,116	5.6%	262,278	5.5%	247,626	5.6%



CITY OF ROGERS

2025 PROPERTY TAX LEVY

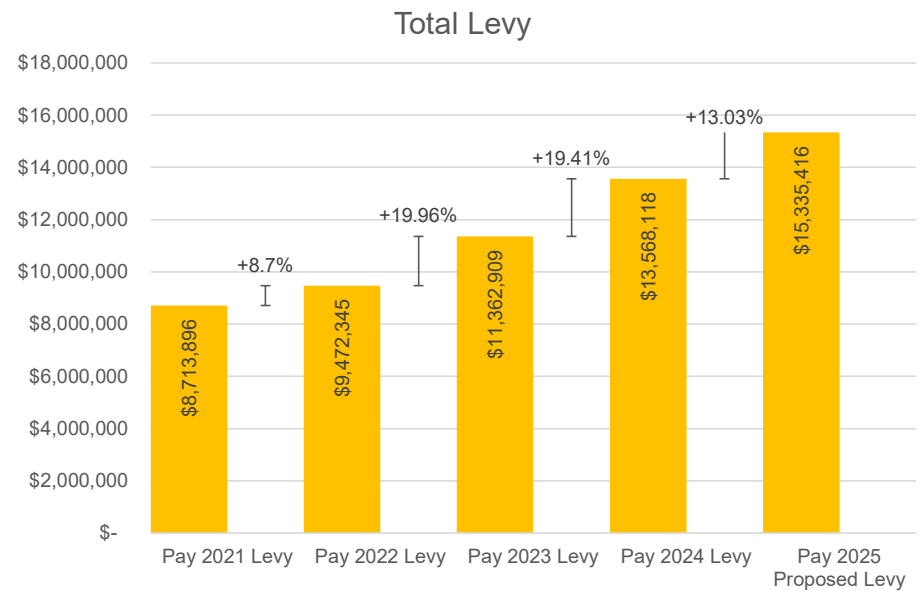
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2025 PROPERTY TAX LEVY

Description	Pay 2023	Pay 2024	% Change
General Levy			
General Fund Operating Levy	10,106,948	10,959,495	8.44%
Special Revenue Fund Levy (Ec Dev)	150,000	150,000	0.00%
Special Revenue Fund Levy (RAC)	255,904	254,907	-0.39%
Economic Development Tax Abatement Levy	130,000	170,000	30.77%
RAC 2015A Abatement Bond Debt Levy	180,000	185,000	2.78%
Interfund Loan Repayment - 2020-21 Equipment	302,667	201,224	-33.52%
Interfund Loan Repayment - 2022-23 Equipment	432,168	432,167	0.00%
Interfund Loan Repayment - 2024-25 Equipment	-	794,288	N/A
Capital Improvement Project Reserves	1,105,878	1,378,471	24.65%
Police Department Building Reserves	180,156	181,626	0.82%
Total General Levy	12,843,721	14,707,178	14.51%
Debt Levies			
GO Improvement/Abatement Bonds of 2015A	39,096	35,093	-10.24%
GO Capital Improvement Plan Bonds of 2024A	685,301	593,145	-13.45%
Total Debt Levies	724,397	628,238	-13.27%
Net Levy to Taxpayers	13,568,118	15,335,416	13.03%





2025 PROPERTY TAX LEVY

The proposed levy increase is due primarily to a balancing of the following factors:

- Increases in expenditures due to inflation, increased staffing to meet the service level needs of the community, utility costs, insurance costs, and contractual agreements.
- Union contracts and personnel costs programmed across all departments.
- Continuation of capital reserve funds to lower borrowing costs related to replacement of depreciated capital and new capital needs (replacement/new equipment, city facilities, roads, parks, trails)
- The 2024-25 Equipment Interfund Loan issuance with its first-year payment starting in 2025. The City internally funded these purchases through the Sewer Availability Charge Fund to save on issuance and interest costs.





CITY OF ROGERS

2025 TAX CAPACITY

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TAX CAPACITY

What is Tax Capacity?

- Measures the taxable value of property.
- Percentage of the assessed value based on property type
- Used to determine the amount property tax by multiplying it by the City’s tax rate.

New properties typically take about two years to be added to the City's tax rolls.

Residential Market Value Homestead Exclusion

Description	2024	2025
Maximum Exclusion	\$30,400	\$38,000
Minimum Value	\$76,000	\$95,000
Maximum Value	\$413,800	\$517,200

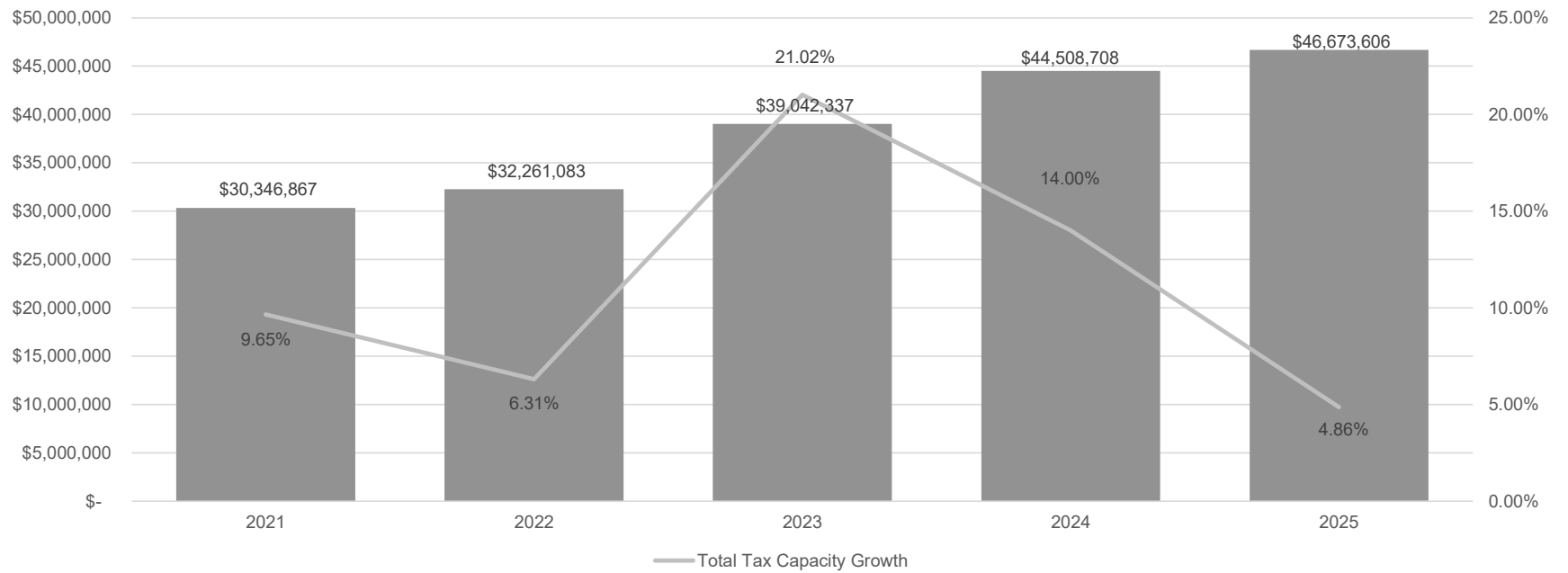


TAX CAPACITY BY TYPE

Property Type	Tax Capacity		Change from 2024 to 2025 % Increase (Decrease)
	Pay 2024	Est. Pay 2025	
Commercial	5,222,285	5,481,509	4.96%
Farm	654,186	677,867	3.62%
Industrial	15,408,724	15,955,573	3.55%
Residential	20,491,822	21,521,144	5.02%
Apartment	2,243,569	2,414,530	7.62%
Subtotal	44,020,586	46,050,623	4.61%
Personal Property	490,320	625,346	27.54%
Less: Transmission Line	(2,198)	(2,363)	7.51%
Total	44,508,708	46,673,606	4.86%



TOTAL TAX CAPACITY





CITY OF ROGERS

2025 TAX RATE

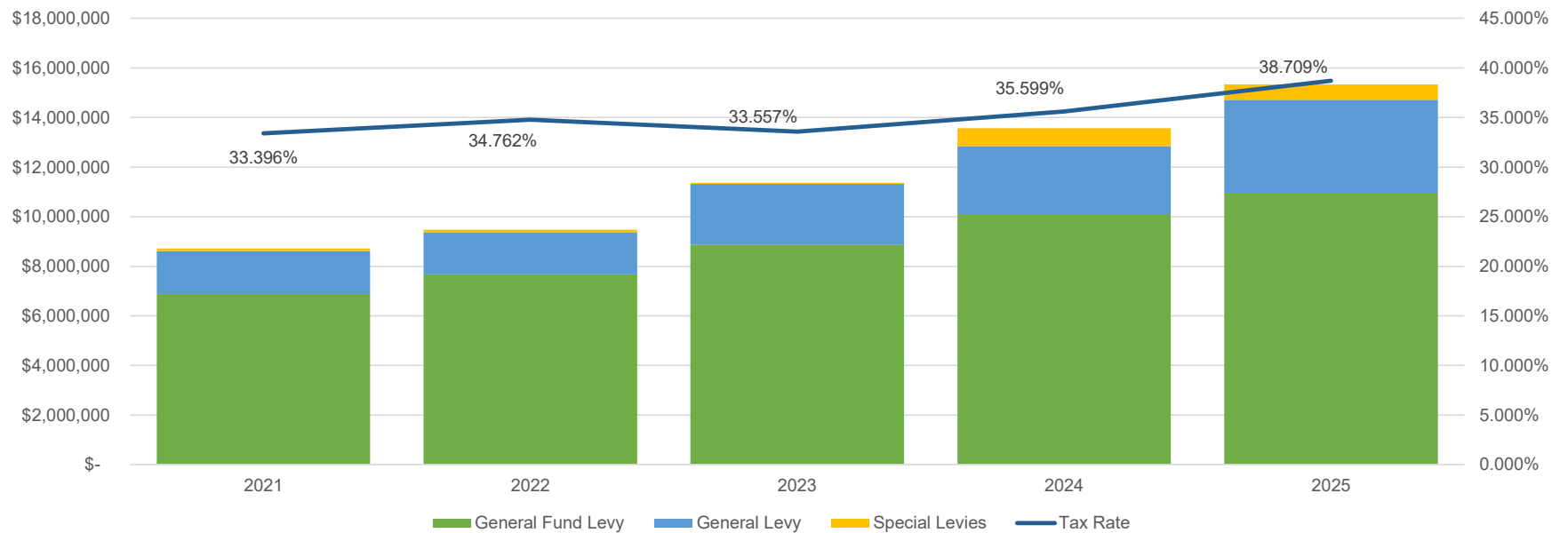
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TAX RATE FORMULA

$$\text{TAX RATE} = \text{PROPERTY TAX LEVY} \div \text{TAX CAPACITY}$$





2025 TAXES CALCULATION

Effect on Median Valued Home:

Description	2024	2025	Change
Median Value	\$450,700	\$446,100	- \$4,600
Tax Capacity (1%)	\$4,507	\$4,461	- \$46
Tax Rate	35.599%	38.709%	3.11%
Property Taxes	\$1,604	\$1,727	\$123

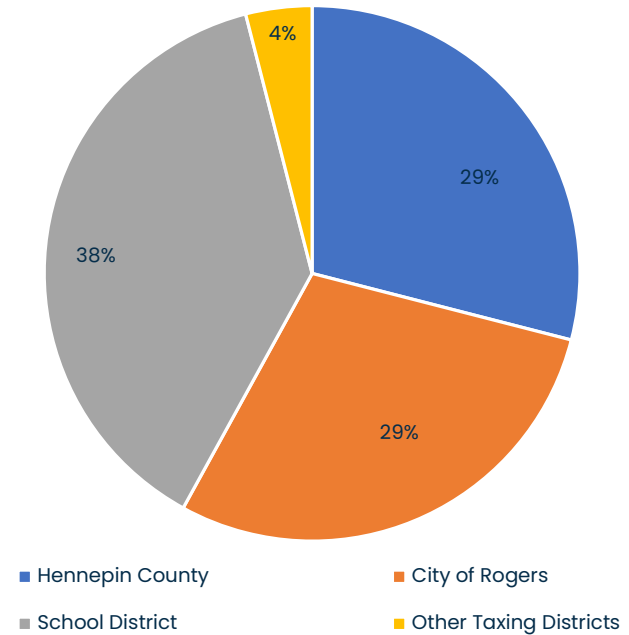
+ \$123 / Year

+ \$10.25 / Month



PROPERTY TAXES

- **Where do property taxes go?**
 - County
 - City
 - School
 - Special Districts
- **Approximately 29% of residential property taxes go to the City to pay for City services**





CITY OF ROGERS

CONTACT INFORMATION

- **Budget Questions**

- Budget questions may be directed to the Finance Director at 763-428-2253 or bbruska@rogersmn.gov

- **Property Value**

- Property value questions may be directed to the County Assessor directly at 612-348-3046 or assessor.ao@hennepin.us.





CITY OF ROGERS

QUESTIONS?

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CITY OF ROGERS

PUBLIC COMMENT

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RECOMMENDATIONS:

Motion to Approve Resolution No. 2024-125

A Resolution Setting the 2025 General and Special Levies

Motion to Adopt the 2025 City of Rogers Budget

Including the General Fund, Rogers Activity Center (RAC) and Economic Development Authority (EDA) Special Revenue Funds; the Enterprise Fund Budgets, the 5-Year Financial Management Plan, Capital Equipment Plan, Capital Improvement Plan, and Other Supporting Budget Documents



STAFF REPORT

Meeting Date: December 10, 2024

ROGERS CITY COUNCIL

Agenda Item: 7.2

Subject: Items Related to Police Department Axon Contract and Axon (UAV) Drone System

- Accept Public Comment Prior to the Police Department Purchasing and Implementing the Axon UAV (Drone) System, Pursuant to Minnesota Sec. 626.19 MN Statutes
- Approval to Renew 5-Year Axon Contract for 2025-2029

Prepared By: Dan Wills, Chief of Police

Recommended Council Action

- Take public comment related to the UAV drone system.
- Motion to accept public comment related to the Axon UAV drone system
- Motion to approve renewal of a 5-year Axon contract for 2025-2029

Overview / Background / Analysis

Unmanned aerial vehicles (UAVs), commonly referred to as drones, are used to assist law enforcement with public safety and emergency responses. Law enforcement agencies across the country have utilized UAVs because of the beneficial impact on public safety including the ability to gather information in response to real time emergencies, missing persons, crime scene documentation, fugitive searches, assessing severe weather damage, community events, and traffic accident mapping. The Rogers Police Department plans to join the 100+ other law enforcement agencies in Minnesota with its own UAV program. The UAV will also be utilized by the Rogers Fire Department for their needs. The City's use of the drones will be guided by Minnesota [Sec. 626.19 MN Statutes](#) which governs the use of unmanned aerial vehicles by law enforcement. The statute requires a law enforcement agency to provide an opportunity for public comment before it purchases or uses a UAV. At a minimum, the agency must accept public comments submitted electronically or by mail. The governing body with jurisdiction over the budget (Rogers City Council) of a local law enforcement agency must provide an opportunity for public comment at a regularly scheduled meeting.

To fulfill this requisite, the Rogers Police Department posted and accepted public comment through an online survey from November 22, 2024, through December 2, 2024, (via the department's website), the Police Department Facebook page, by written notice in the Crow River News, and through an opportunity for comment at a Rogers City Council Meeting. Our public comment posting stated the opportunity to provide

public input at a regularly scheduled City Council Meeting was set for December 10, 2024. All comments received by the survey deadline of December 2, 2024, have been sent to the City Administrator for review. The intent of this agenda item is to seek any additional input the public may have. Approval of the Axon contract for the drone is on the December 10, 2024, City Council agenda.

Our current Axon contract is written through June 1, 2025. Axon is the vendor that supplies the police department's body worn cameras, in-squad video system, Tasers and electronic evidence storage for body worn cameras and squad videos. We are expediting the contract renewal to secure 2024 pricing and lock in rates for the next five years, as significant increases are expected in 2025 and beyond.

The cost of the Axon contract we budgeted for 2025 has increased due to the unforeseen failure of the booking/interview room camera system, necessitating its replacement, and the cost to implement our UAV (drone) program. These figures were not known at the time the preliminary budget for 2025 was approved. Therefore, we will be \$32,000 over budget in 2025. However, our shortfall can remain budget-neutral since our 24th police officer won't be hired until late spring or early summer. We are also taking advantage of a timing issue in order to save significant dollars over the term of the contract by entering prior to the end of 2024 (see more below). The Axon budget will be adjusted for the remaining contract years beyond 2025. This contract renewal would take effect on March 1, 2025, through March 1, 2029, terminating the previous contract three months early and rendering it void.

Staff is proposing this new contract to allow for the continuance of our body-worn camera program, while adding a license plate reader function to our current squad cameras. This new contract will also account for replacing our Taser 7's with the most up-to-date technology in the Taser 10's, replacement of our unreliable booking / interview room system with a reliable cloud-based system that is integrated with our current evidence handling system, and the creation of the police and fire public safety UAV program.

It is important to note that the public safety drone purchase was approved at the April 9, 2024, City Council meeting through the utilization of funds from the Public Safety Aid Program. This will result in a total savings of \$42,000 from the overall City cost of the contract.

The total 5-year cost of the entire contract is \$677,839.93. Axon charges annually over 5 years, which will break down the yearly pricing to \$135,567.99. Note that the drone public safety funds of \$42,000 will be applied to the drone contract until fully expended. ***By entering this contract before the end of the year, we will be saving \$163,669.57 over the 5-year contract.***

This contract has been reviewed by our City Attorney, who found the conditions to be satisfactory.

Staff Recommendation

Take public comment followed by motions to accept public comment related to the Axon UAV (drone) system and to approve renewal of the Axon contract for 2025-2029.

Financial Impact: \$135,567.99 Annually
2025-2029

Source Fund: General Fund (100) and
2023 Public Safety Aid Fund (207)

Budgeted? Yes

Supporting Documentation

- A. Rogers InterviewBooking Room Camera Quote
- B. Rogers Body Worn CameraTaser 10 Quote
- C. Rogers Axon Master Services and Purchasing Agreement
- D. Rogers Air (Drone) Quote

Non-Binding Budgetary Estimate



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-597882-45622.727SR

Issued: 11/26/2024

Quote Expiration: 12/31/2024

Estimated Contract Start Date: 03/01/2025

Account Number: 455570

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Rogers Police Dept. - MN 21860 Industrial Ct Rogers, MN 55374-9116 USA	Rogers Police Dept. - MN 21860 Industrial Ct Rogers MN 55374-9116 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Sylas Rohner Phone: 4805509350 Email: srohner@axon.com Fax:	Jeff Beck Phone: 763 202 0115 Email: Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$110,089.54
ESTIMATED TOTAL W/ TAX	\$110,089.54

Discount Summary

Average Savings Per Year	\$5,164.67
TOTAL SAVINGS	\$25,823.36

Payment Summary

Date	Subtotal	Tax	Total
Feb 2025	\$22,017.90	\$0.00	\$22,017.90
Feb 2026	\$22,017.91	\$0.00	\$22,017.91
Feb 2027	\$22,017.91	\$0.00	\$22,017.91
Feb 2028	\$22,017.91	\$0.00	\$22,017.91
Feb 2029	\$22,017.91	\$0.00	\$22,017.91
Total	\$110,089.54	\$0.00	\$110,089.54

Quote Unbundled Price:	\$135,912.90
Quote List Price:	\$135,912.90
Quote Subtotal:	\$110,089.54

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Hardware									
50265	AXON INTERVIEW - IO RED LED	2			\$34.33	\$27.81	\$55.62	\$0.00	\$55.62
74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	2			\$64.00	\$51.84	\$103.68	\$0.00	\$103.68
50433	AXON INTERVIEW - IO PUSH BUTTON	2			\$89.33	\$72.36	\$144.72	\$0.00	\$144.72
50258	AXON INTERVIEW - IO MODULE CABINET	1			\$357.07	\$289.23	\$289.23	\$0.00	\$289.23
50267	AXON INTERVIEW - IO MODULE	1			\$580.92	\$470.55	\$470.55	\$0.00	\$470.55
50221	AXON INTERVIEW - POE SWITCH - 24 PORT	1			\$2,278.81	\$1,845.84	\$1,845.84	\$0.00	\$1,845.84
50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	6			\$243.31	\$197.08	\$1,182.48	\$0.00	\$1,182.48
50298	AXON INTERVIEW - CAMERA - OVERT DOME	6			\$992.92	\$804.27	\$4,825.62	\$0.00	\$4,825.62
50322	AXON INTERVIEW - TOUCH PANEL PRO	2			\$3,286.23	\$2,661.85	\$5,323.70	\$0.00	\$5,323.70
50294	AXON INTERVIEW - SERVER - LITE	2			\$3,722.47	\$3,015.20	\$6,030.40	\$0.00	\$6,030.40
A la Carte Software									
73840	AXON EVIDENCE - ECOM LICENSE - BASIC	1	60		\$16.27	\$13.18	\$790.72	\$0.00	\$790.72
50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	2	60		\$1,500.00	\$1,215.00	\$2,430.00	\$0.00	\$2,430.00
50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	2	60		\$28.21	\$22.85	\$2,742.02	\$0.00	\$2,742.02
50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	60		\$1,750.00	\$1,417.50	\$2,835.00	\$0.00	\$2,835.00
50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	60		\$32.98	\$26.71	\$3,205.66	\$0.00	\$3,205.66
50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	6	60		\$111.75	\$90.52	\$32,586.30	\$0.00	\$32,586.30
A la Carte Services									
50431	AXON INTERVIEW - INSTALLATION - IO ADDITIONAL LED	1			\$500.00	\$405.00	\$405.00	\$0.00	\$405.00
50432	AXON INTERVIEW - INSTALLATION - IO PUSH BUTTON	2			\$500.00	\$405.00	\$810.00	\$0.00	\$810.00
50430	AXON INTERVIEW - INSTALLATION - IO MODULE CABINET 1 LED	1			\$1,000.00	\$810.00	\$810.00	\$0.00	\$810.00
85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	6			\$7,450.00	\$6,034.50	\$36,207.00	\$0.00	\$36,207.00
A la Carte Warranties									
50448	AXON INTERVIEW - EXT WARRANTY	6	50		\$28.79	\$23.32	\$6,996.00	\$0.00	\$6,996.00
Total							\$110,089.54	\$0.00	\$110,089.54

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
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Non-Binding Budgetary Estimate

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
A la Carte	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	6	1	01/01/2025
A la Carte	50221	AXON INTERVIEW - POE SWITCH - 24 PORT	1	1	01/01/2025
A la Carte	50294	AXON INTERVIEW - SERVER - LITE	2	1	01/01/2025
A la Carte	50298	AXON INTERVIEW - CAMERA - OVERT DOME	6	1	01/01/2025
A la Carte	50322	AXON INTERVIEW - TOUCH PANEL PRO	2	1	01/01/2025
A la Carte	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	2	1	01/01/2025
A la Carte	50258	AXON INTERVIEW - IO MODULE CABINET	1	1	02/01/2025
A la Carte	50265	AXON INTERVIEW - IO RED LED	2	1	02/01/2025
A la Carte	50267	AXON INTERVIEW - IO MODULE	1	1	02/01/2025
A la Carte	50433	AXON INTERVIEW - IO PUSH BUTTON	2	1	02/01/2025

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	2	03/01/2025	02/28/2030
A la Carte	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	2	03/01/2025	02/28/2030
A la Carte	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	03/01/2025	02/28/2030
A la Carte	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	03/01/2025	02/28/2030
A la Carte	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	6	03/01/2025	02/28/2030
A la Carte	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	1	03/01/2025	02/28/2030

Services

Bundle	Item	Description	QTY
A la Carte	50430	AXON INTERVIEW - INSTALLATION - IO MODULE CABINET 1 LED	1
A la Carte	50431	AXON INTERVIEW - INSTALLATION - IO ADDITIONAL LED	1
A la Carte	50432	AXON INTERVIEW - INSTALLATION - IO PUSH BUTTON	2
A la Carte	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	6

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	50448	AXON INTERVIEW - EXT WARRANTY	6	01/01/2026	02/28/2030

Non-Binding Budgetary Estimate

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	21860 Industrial Ct	Rogers	MN	55374-9116	USA

Payment Details

Feb 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	2	\$486.00	\$0.00	\$486.00
Year 1	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	2	\$548.40	\$0.00	\$548.40
Year 1	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	\$567.00	\$0.00	\$567.00
Year 1	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$641.13	\$0.00	\$641.13
Year 1	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	6	\$6,517.26	\$0.00	\$6,517.26
Year 1	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	6	\$236.50	\$0.00	\$236.50
Year 1	50221	AXON INTERVIEW - POE SWITCH - 24 PORT	1	\$369.17	\$0.00	\$369.17
Year 1	50258	AXON INTERVIEW - IO MODULE CABINET	1	\$57.85	\$0.00	\$57.85
Year 1	50265	AXON INTERVIEW - IO RED LED	2	\$11.12	\$0.00	\$11.12
Year 1	50267	AXON INTERVIEW - IO MODULE	1	\$94.11	\$0.00	\$94.11
Year 1	50294	AXON INTERVIEW - SERVER - LITE	2	\$1,206.08	\$0.00	\$1,206.08
Year 1	50298	AXON INTERVIEW - CAMERA - OVERT DOME	6	\$965.12	\$0.00	\$965.12
Year 1	50322	AXON INTERVIEW - TOUCH PANEL PRO	2	\$1,064.74	\$0.00	\$1,064.74
Year 1	50430	AXON INTERVIEW - INSTALLATION - IO MODULE CABINET 1 LED	1	\$162.00	\$0.00	\$162.00
Year 1	50431	AXON INTERVIEW - INSTALLATION - IO ADDITIONAL LED	1	\$81.00	\$0.00	\$81.00
Year 1	50432	AXON INTERVIEW - INSTALLATION - IO PUSH BUTTON	2	\$162.00	\$0.00	\$162.00
Year 1	50433	AXON INTERVIEW - IO PUSH BUTTON	2	\$28.94	\$0.00	\$28.94
Year 1	50448	AXON INTERVIEW - EXT WARRANTY	6	\$1,399.20	\$0.00	\$1,399.20
Year 1	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	1	\$158.14	\$0.00	\$158.14
Year 1	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	2	\$20.74	\$0.00	\$20.74
Year 1	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	6	\$7,241.40	\$0.00	\$7,241.40
Total				\$22,017.90	\$0.00	\$22,017.90

Feb 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	2	\$486.00	\$0.00	\$486.00
Year 2	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	2	\$548.40	\$0.00	\$548.40
Year 2	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	\$567.00	\$0.00	\$567.00
Year 2	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$641.13	\$0.00	\$641.13
Year 2	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	6	\$6,517.26	\$0.00	\$6,517.26
Year 2	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	6	\$236.50	\$0.00	\$236.50
Year 2	50221	AXON INTERVIEW - POE SWITCH - 24 PORT	1	\$369.17	\$0.00	\$369.17
Year 2	50258	AXON INTERVIEW - IO MODULE CABINET	1	\$57.85	\$0.00	\$57.85
Year 2	50265	AXON INTERVIEW - IO RED LED	2	\$11.12	\$0.00	\$11.12
Year 2	50267	AXON INTERVIEW - IO MODULE	1	\$94.11	\$0.00	\$94.11
Year 2	50294	AXON INTERVIEW - SERVER - LITE	2	\$1,206.08	\$0.00	\$1,206.08
Year 2	50298	AXON INTERVIEW - CAMERA - OVERT DOME	6	\$965.12	\$0.00	\$965.12
Year 2	50322	AXON INTERVIEW - TOUCH PANEL PRO	2	\$1,064.74	\$0.00	\$1,064.74
Year 2	50430	AXON INTERVIEW - INSTALLATION - IO MODULE CABINET 1 LED	1	\$162.00	\$0.00	\$162.00
Year 2	50431	AXON INTERVIEW - INSTALLATION - IO ADDITIONAL LED	1	\$81.00	\$0.00	\$81.00

Non-Binding Budgetary Estimate

Feb 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	50432	AXON INTERVIEW - INSTALLATION - IO PUSH BUTTON	2	\$162.00	\$0.00	\$162.00
Year 2	50433	AXON INTERVIEW - IO PUSH BUTTON	2	\$28.94	\$0.00	\$28.94
Year 2	50448	AXON INTERVIEW - EXT WARRANTY	6	\$1,399.20	\$0.00	\$1,399.20
Year 2	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	1	\$158.14	\$0.00	\$158.14
Year 2	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	2	\$20.74	\$0.00	\$20.74
Year 2	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	6	\$7,241.41	\$0.00	\$7,241.41
Total				\$22,017.91	\$0.00	\$22,017.91

Feb 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	2	\$486.00	\$0.00	\$486.00
Year 3	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	2	\$548.40	\$0.00	\$548.40
Year 3	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	\$567.00	\$0.00	\$567.00
Year 3	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$641.13	\$0.00	\$641.13
Year 3	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	6	\$6,517.26	\$0.00	\$6,517.26
Year 3	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	6	\$236.50	\$0.00	\$236.50
Year 3	50221	AXON INTERVIEW - POE SWITCH - 24 PORT	1	\$369.17	\$0.00	\$369.17
Year 3	50258	AXON INTERVIEW - IO MODULE CABINET	1	\$57.85	\$0.00	\$57.85
Year 3	50265	AXON INTERVIEW - IO RED LED	2	\$11.12	\$0.00	\$11.12
Year 3	50267	AXON INTERVIEW - IO MODULE	1	\$94.11	\$0.00	\$94.11
Year 3	50294	AXON INTERVIEW - SERVER - LITE	2	\$1,206.08	\$0.00	\$1,206.08
Year 3	50298	AXON INTERVIEW - CAMERA - OVERT DOME	6	\$965.12	\$0.00	\$965.12
Year 3	50322	AXON INTERVIEW - TOUCH PANEL PRO	2	\$1,064.74	\$0.00	\$1,064.74
Year 3	50430	AXON INTERVIEW - INSTALLATION - IO MODULE CABINET 1 LED	1	\$162.00	\$0.00	\$162.00
Year 3	50431	AXON INTERVIEW - INSTALLATION - IO ADDITIONAL LED	1	\$81.00	\$0.00	\$81.00
Year 3	50432	AXON INTERVIEW - INSTALLATION - IO PUSH BUTTON	2	\$162.00	\$0.00	\$162.00
Year 3	50433	AXON INTERVIEW - IO PUSH BUTTON	2	\$28.94	\$0.00	\$28.94
Year 3	50448	AXON INTERVIEW - EXT WARRANTY	6	\$1,399.20	\$0.00	\$1,399.20
Year 3	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	1	\$158.14	\$0.00	\$158.14
Year 3	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	2	\$20.74	\$0.00	\$20.74
Year 3	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	6	\$7,241.41	\$0.00	\$7,241.41
Total				\$22,017.91	\$0.00	\$22,017.91

Feb 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	2	\$486.00	\$0.00	\$486.00
Year 4	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	2	\$548.40	\$0.00	\$548.40
Year 4	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	\$567.00	\$0.00	\$567.00
Year 4	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$641.13	\$0.00	\$641.13
Year 4	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	6	\$6,517.26	\$0.00	\$6,517.26
Year 4	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	6	\$236.50	\$0.00	\$236.50
Year 4	50221	AXON INTERVIEW - POE SWITCH - 24 PORT	1	\$369.17	\$0.00	\$369.17
Year 4	50258	AXON INTERVIEW - IO MODULE CABINET	1	\$57.85	\$0.00	\$57.85
Year 4	50265	AXON INTERVIEW - IO RED LED	2	\$11.12	\$0.00	\$11.12
Year 4	50267	AXON INTERVIEW - IO MODULE	1	\$94.11	\$0.00	\$94.11
Year 4	50294	AXON INTERVIEW - SERVER - LITE	2	\$1,206.08	\$0.00	\$1,206.08
Year 4	50298	AXON INTERVIEW - CAMERA - OVERT DOME	6	\$965.12	\$0.00	\$965.12
Year 4	50322	AXON INTERVIEW - TOUCH PANEL PRO	2	\$1,064.74	\$0.00	\$1,064.74
Year 4	50430	AXON INTERVIEW - INSTALLATION - IO MODULE CABINET 1 LED	1	\$162.00	\$0.00	\$162.00
Year 4	50431	AXON INTERVIEW - INSTALLATION - IO ADDITIONAL LED	1	\$81.00	\$0.00	\$81.00
Year 4	50432	AXON INTERVIEW - INSTALLATION - IO PUSH BUTTON	2	\$162.00	\$0.00	\$162.00

Non-Binding Budgetary Estimate

Feb 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	50433	AXON INTERVIEW - IO PUSH BUTTON	2	\$28.94	\$0.00	\$28.94
Year 4	50448	AXON INTERVIEW - EXT WARRANTY	6	\$1,399.20	\$0.00	\$1,399.20
Year 4	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	1	\$158.14	\$0.00	\$158.14
Year 4	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	2	\$20.74	\$0.00	\$20.74
Year 4	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	6	\$7,241.41	\$0.00	\$7,241.41
Total				\$22,017.91	\$0.00	\$22,017.91

Feb 2029						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	2	\$486.00	\$0.00	\$486.00
Year 5	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	2	\$548.40	\$0.00	\$548.40
Year 5	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	\$567.00	\$0.00	\$567.00
Year 5	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$641.13	\$0.00	\$641.13
Year 5	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	6	\$6,517.26	\$0.00	\$6,517.26
Year 5	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	6	\$236.50	\$0.00	\$236.50
Year 5	50221	AXON INTERVIEW - POE SWITCH - 24 PORT	1	\$369.17	\$0.00	\$369.17
Year 5	50258	AXON INTERVIEW - IO MODULE CABINET	1	\$57.85	\$0.00	\$57.85
Year 5	50265	AXON INTERVIEW - IO RED LED	2	\$11.12	\$0.00	\$11.12
Year 5	50267	AXON INTERVIEW - IO MODULE	1	\$94.11	\$0.00	\$94.11
Year 5	50294	AXON INTERVIEW - SERVER - LITE	2	\$1,206.08	\$0.00	\$1,206.08
Year 5	50298	AXON INTERVIEW - CAMERA - OVERT DOME	6	\$965.12	\$0.00	\$965.12
Year 5	50322	AXON INTERVIEW - TOUCH PANEL PRO	2	\$1,064.74	\$0.00	\$1,064.74
Year 5	50430	AXON INTERVIEW - INSTALLATION - IO MODULE CABINET 1 LED	1	\$162.00	\$0.00	\$162.00
Year 5	50431	AXON INTERVIEW - INSTALLATION - IO ADDITIONAL LED	1	\$81.00	\$0.00	\$81.00
Year 5	50432	AXON INTERVIEW - INSTALLATION - IO PUSH BUTTON	2	\$162.00	\$0.00	\$162.00
Year 5	50433	AXON INTERVIEW - IO PUSH BUTTON	2	\$28.94	\$0.00	\$28.94
Year 5	50448	AXON INTERVIEW - EXT WARRANTY	6	\$1,399.20	\$0.00	\$1,399.20
Year 5	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	1	\$158.14	\$0.00	\$158.14
Year 5	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	2	\$20.74	\$0.00	\$20.74
Year 5	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	6	\$7,241.41	\$0.00	\$7,241.41
Total				\$22,017.91	\$0.00	\$22,017.91

Non-Binding Budgetary Estimate

This Rough Order of Magnitude estimate is being provided for budgetary and planning purposes only. It is non-binding and is not considered a contractable offer for sale of Axon goods or services.

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.



Non-Binding Budgetary Estimate



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-610616-45622.723SR

Issued: 11/26/2024

Quote Expiration: 12/31/2024

Estimated Contract Start Date: 03/01/2025

Account Number: 455570

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Rogers Police Dept. - MN 21860 Industrial Ct Rogers, MN 55374-9116 USA	Rogers Police Dept. - MN 21860 Industrial Ct Rogers MN 55374-9116 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Lily Dokic Phone: Email: lyost@axon.com Fax:	Jeff Beck Phone: 763 202 0115 Email: Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$500,284.21
ESTIMATED TOTAL W/ TAX	\$500,284.21

Discount Summary

Average Savings Per Year	\$27,578.40
TOTAL SAVINGS	\$137,891.99

Payment Summary

Date	Subtotal	Tax	Total
Feb 2025	\$100,056.85	\$0.00	\$100,056.85
Feb 2026	\$100,056.84	\$0.00	\$100,056.84
Feb 2027	\$100,056.84	\$0.00	\$100,056.84
Feb 2028	\$100,056.84	\$0.00	\$100,056.84
Feb 2029	\$100,056.84	\$0.00	\$100,056.84
Total	\$500,284.21	\$0.00	\$500,284.21

Non-Binding Budgetary Estimate

Quote Unbundled Price:	\$638,176.20
Quote List Price:	\$600,234.60
Quote Subtotal:	\$500,284.21

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100552	TRANSFER CREDIT - GOODS	1			\$1.00	\$2,486.71	\$2,486.71	\$0.00	\$2,486.71
100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1			\$1.00	\$11,508.44	\$11,508.44	\$0.00	\$11,508.44
Fleet3B	Fleet 3 Basic	2	60	\$170.46	\$161.41	\$118.88	\$14,265.60	\$0.00	\$14,265.60
Fleet3BRe	Fleet 3 Basic Renewal	12	60	\$68.91	\$96.41	\$96.41	\$69,415.20	\$0.00	\$69,415.20
M00021	BUNDLE - CORE TASER 10	31	60	\$225.45	\$194.99	\$178.81	\$332,586.60	\$0.00	\$332,586.60
A la Carte Software									
73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	31	60		\$10.85	\$0.00	\$0.00	\$0.00	\$0.00
73746	AXON EVIDENCE - ECOM LICENSE - PRO	1	60		\$43.40	\$0.00	\$0.00	\$0.00	\$0.00
73840	AXON EVIDENCE - ECOM LICENSE - BASIC	6	60		\$16.27	\$0.00	\$0.00	\$0.00	\$0.00
73739	AXON PERFORMANCE - LICENSE	31	60		\$10.85	\$0.00	\$0.00	\$0.00	\$0.00
80402	AXON RESPOND - LICENSE - FLEET 3	14	60		\$16.92	\$16.92	\$14,212.80	\$0.00	\$14,212.80
80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	14	60		\$64.01	\$31.36	\$26,346.46	\$0.00	\$26,346.46
73447	AXON RESPOND - UPGRADE FROM RESPOND TO RESPOND PLUS	31	60		\$15.84	\$15.84	\$29,462.40	\$0.00	\$29,462.40
A la Carte Services									
101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1			\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$500,284.21	\$0.00	\$500,284.21

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - CORE TASER 10	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	32	1	02/01/2025
BUNDLE - CORE TASER 10	100206	AXON BODY 4 - 8 BAY DOCK	4	1	02/01/2025
BUNDLE - CORE TASER 10	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	1	2	02/01/2025
BUNDLE - CORE TASER 10	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	31	2	02/01/2025
BUNDLE - CORE TASER 10	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	31	1	02/01/2025
BUNDLE - CORE TASER 10	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	1	1	02/01/2025
BUNDLE - CORE TASER 10	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	02/01/2025
BUNDLE - CORE TASER 10	100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	3	1	02/01/2025
BUNDLE - CORE TASER 10	100396	AXON TASER 10 - MAGAZINE - INERT RED	30	1	02/01/2025
BUNDLE - CORE TASER 10	100399	AXON TASER 10 - CARTRIDGE - LIVE	620	1	02/01/2025
BUNDLE - CORE TASER 10	100400	AXON TASER 10 - CARTRIDGE - HALT	190	1	02/01/2025
BUNDLE - CORE TASER 10	100401	AXON TASER 10 - CARTRIDGE - INERT	300	1	02/01/2025

Non-Binding Budgetary Estimate

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - CORE TASER 10	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	35	1	02/01/2025
BUNDLE - CORE TASER 10	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	31	1	02/01/2025
BUNDLE - CORE TASER 10	100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	1	1	02/01/2025
BUNDLE - CORE TASER 10	20018	AXON TASER - BATTERY PACK - TACTICAL	31	1	02/01/2025
BUNDLE - CORE TASER 10	20018	AXON TASER - BATTERY PACK - TACTICAL	6	1	02/01/2025
BUNDLE - CORE TASER 10	20018	AXON TASER - BATTERY PACK - TACTICAL	1	1	02/01/2025
BUNDLE - CORE TASER 10	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	4	1	02/01/2025
BUNDLE - CORE TASER 10	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	02/01/2025
BUNDLE - CORE TASER 10	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	4	1	02/01/2025
BUNDLE - CORE TASER 10	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	02/01/2025
BUNDLE - CORE TASER 10	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	35	1	02/01/2025
BUNDLE - CORE TASER 10	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	02/01/2025
BUNDLE - CORE TASER 10	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	02/01/2025
BUNDLE - CORE TASER 10	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	02/01/2025
Fleet 3 Basic	100989	AXON FLEET - CRADLEPOINT R920-C7A+5YR NETCLOUD	2	1	03/01/2025
Fleet 3 Basic	71200	AXON FLEET - AIRGAIN ANT - 5-IN-1 2LTE 2WIFI 1GNSS BL	2	1	03/01/2025
Fleet 3 Basic	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	2	1	03/01/2025
BUNDLE - CORE TASER 10	100399	AXON TASER 10 - CARTRIDGE - LIVE	100	1	02/01/2026
BUNDLE - CORE TASER 10	100400	AXON TASER 10 - CARTRIDGE - HALT	250	1	02/01/2026
BUNDLE - CORE TASER 10	100399	AXON TASER 10 - CARTRIDGE - LIVE	90	1	02/01/2027
BUNDLE - CORE TASER 10	100400	AXON TASER 10 - CARTRIDGE - HALT	250	1	02/01/2027
BUNDLE - CORE TASER 10	73309	AXON BODY - TAP REFRESH 1 - CAMERA	32	1	08/01/2027
BUNDLE - CORE TASER 10	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	4	1	08/01/2027
BUNDLE - CORE TASER 10	100399	AXON TASER 10 - CARTRIDGE - LIVE	90	1	02/01/2028
BUNDLE - CORE TASER 10	100400	AXON TASER 10 - CARTRIDGE - HALT	250	1	02/01/2028
BUNDLE - CORE TASER 10	100399	AXON TASER 10 - CARTRIDGE - LIVE	100	1	02/01/2029
BUNDLE - CORE TASER 10	100400	AXON TASER 10 - CARTRIDGE - HALT	250	1	02/01/2029

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - CORE TASER 10	101180	AXON TASER - DATA SCIENCE PROGRAM	31	03/01/2025	02/28/2030
BUNDLE - CORE TASER 10	20248	AXON TASER - EVIDENCE.COM LICENSE	1	03/01/2025	02/28/2030
BUNDLE - CORE TASER 10	20248	AXON TASER - EVIDENCE.COM LICENSE	31	03/01/2025	02/28/2030
BUNDLE - CORE TASER 10	73449	AXON RESPOND - LICENSE	31	03/01/2025	02/28/2030
BUNDLE - CORE TASER 10	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	93	03/01/2025	02/28/2030
BUNDLE - CORE TASER 10	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	31	03/01/2025	02/28/2030
BUNDLE - CORE TASER 10	73746	AXON EVIDENCE - ECOM LICENSE - PRO	31	03/01/2025	02/28/2030
Fleet 3 Basic	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	2	03/01/2025	02/28/2030
Fleet 3 Basic	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	4	03/01/2025	02/28/2030
Fleet 3 Basic Renewal	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	12	03/01/2025	02/28/2030
Fleet 3 Basic Renewal	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	24	03/01/2025	02/28/2030
A la Carte	73447	AXON RESPOND - UPGRADE FROM RESPOND TO RESPOND PLUS	31	03/01/2025	02/28/2030
A la Carte	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	31	03/01/2025	02/28/2030
A la Carte	73739	AXON PERFORMANCE - LICENSE	31	03/01/2025	02/28/2030
A la Carte	73746	AXON EVIDENCE - ECOM LICENSE - PRO	1	03/01/2025	02/28/2030
A la Carte	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	6	03/01/2025	02/28/2030
A la Carte	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	14	03/01/2025	02/28/2030
A la Carte	80402	AXON RESPOND - LICENSE - FLEET 3	14	03/01/2025	02/28/2030

Non-Binding Budgetary Estimate

Services

Bundle	Item	Description	QTY
BUNDLE - CORE TASER 10	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	31
BUNDLE - CORE TASER 10	101193	AXON TASER - ON DEMAND CERTIFICATION	1
Fleet 3 Basic	73391	AXON FLEET 3 - DEPLOYMENT PER VEHICLE - NOT OVERSIZED	2
A la Carte	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - CORE TASER 10	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	31	02/01/2026	02/28/2030
BUNDLE - CORE TASER 10	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	1	02/01/2026	02/28/2030
BUNDLE - CORE TASER 10	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	6	02/01/2026	02/28/2030
BUNDLE - CORE TASER 10	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	31	02/01/2026	02/28/2030
BUNDLE - CORE TASER 10	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	1	02/01/2026	02/28/2030
BUNDLE - CORE TASER 10	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	02/01/2026	02/28/2030
BUNDLE - CORE TASER 10	80464	AXON BODY - TAP WARRANTY - CAMERA	32	02/01/2026	02/28/2030
BUNDLE - CORE TASER 10	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	4	02/01/2026	02/28/2030
Fleet 3 Basic	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	2	03/01/2026	02/28/2030
Fleet 3 Basic Renewal	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	12	03/01/2026	02/28/2030

Non-Binding Budgetary Estimate

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	21860 Industrial Ct	Rogers	MN	55374-9116	USA
2	21860 Industrial Ct	Rogers	MN	55374-9116	USA

Payment Details

Feb 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100552	TRANSFER CREDIT - GOODS	1	\$497.34	\$0.00	\$497.34
Year 1	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	\$2,301.69	\$0.00	\$2,301.69
Year 1	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Year 1	73447	AXON RESPOND - UPGRADE FROM RESPOND TO RESPOND PLUS	31	\$5,892.48	\$0.00	\$5,892.48
Year 1	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	31	\$0.00	\$0.00	\$0.00
Year 1	73739	AXON PERFORMANCE - LICENSE	31	\$0.00	\$0.00	\$0.00
Year 1	73746	AXON EVIDENCE - ECOM LICENSE - PRO	1	\$0.00	\$0.00	\$0.00
Year 1	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	6	\$0.00	\$0.00	\$0.00
Year 1	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	14	\$5,269.29	\$0.00	\$5,269.29
Year 1	80402	AXON RESPOND - LICENSE - FLEET 3	14	\$2,842.56	\$0.00	\$2,842.56
Year 1	Fleet3B	Fleet 3 Basic	2	\$2,853.13	\$0.00	\$2,853.13
Year 1	Fleet3BRe	Fleet 3 Basic Renewal	12	\$13,883.03	\$0.00	\$13,883.03
Year 1	M00021	BUNDLE - CORE TASER 10	31	\$66,517.33	\$0.00	\$66,517.33
Total				\$100,056.85	\$0.00	\$100,056.85

Mar 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	Fleet3BRe	Fleet 3 Basic Renewal	12	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	M00021	BUNDLE - CORE TASER 10	31	\$0.00	\$0.00	\$0.00
Total				\$0.00	\$0.00	\$0.00

Feb 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100552	TRANSFER CREDIT - GOODS	1	\$497.34	\$0.00	\$497.34
Year 2	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	\$2,301.69	\$0.00	\$2,301.69
Year 2	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Year 2	73447	AXON RESPOND - UPGRADE FROM RESPOND TO RESPOND PLUS	31	\$5,892.48	\$0.00	\$5,892.48
Year 2	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	31	\$0.00	\$0.00	\$0.00
Year 2	73739	AXON PERFORMANCE - LICENSE	31	\$0.00	\$0.00	\$0.00
Year 2	73746	AXON EVIDENCE - ECOM LICENSE - PRO	1	\$0.00	\$0.00	\$0.00
Year 2	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	6	\$0.00	\$0.00	\$0.00
Year 2	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	14	\$5,269.29	\$0.00	\$5,269.29
Year 2	80402	AXON RESPOND - LICENSE - FLEET 3	14	\$2,842.56	\$0.00	\$2,842.56
Year 2	Fleet3B	Fleet 3 Basic	2	\$2,853.13	\$0.00	\$2,853.13
Year 2	Fleet3BRe	Fleet 3 Basic Renewal	12	\$13,883.03	\$0.00	\$13,883.03
Year 2	M00021	BUNDLE - CORE TASER 10	31	\$66,517.32	\$0.00	\$66,517.32
Total				\$100,056.84	\$0.00	\$100,056.84

Non-Binding Budgetary Estimate

Feb 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100552	TRANSFER CREDIT - GOODS	1	\$497.34	\$0.00	\$497.34
Year 3	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	\$2,301.69	\$0.00	\$2,301.69
Year 3	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Year 3	73447	AXON RESPOND - UPGRADE FROM RESPOND TO RESPOND PLUS	31	\$5,892.48	\$0.00	\$5,892.48
Year 3	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	31	\$0.00	\$0.00	\$0.00
Year 3	73739	AXON PERFORMANCE - LICENSE	31	\$0.00	\$0.00	\$0.00
Year 3	73746	AXON EVIDENCE - ECOM LICENSE - PRO	1	\$0.00	\$0.00	\$0.00
Year 3	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	6	\$0.00	\$0.00	\$0.00
Year 3	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	14	\$5,269.29	\$0.00	\$5,269.29
Year 3	80402	AXON RESPOND - LICENSE - FLEET 3	14	\$2,842.56	\$0.00	\$2,842.56
Year 3	Fleet3B	Fleet 3 Basic	2	\$2,853.13	\$0.00	\$2,853.13
Year 3	Fleet3BRe	Fleet 3 Basic Renewal	12	\$13,883.03	\$0.00	\$13,883.03
Year 3	M00021	BUNDLE - CORE TASER 10	31	\$66,517.32	\$0.00	\$66,517.32
Total				\$100,056.84	\$0.00	\$100,056.84

Feb 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100552	TRANSFER CREDIT - GOODS	1	\$497.34	\$0.00	\$497.34
Year 4	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	\$2,301.69	\$0.00	\$2,301.69
Year 4	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Year 4	73447	AXON RESPOND - UPGRADE FROM RESPOND TO RESPOND PLUS	31	\$5,892.48	\$0.00	\$5,892.48
Year 4	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	31	\$0.00	\$0.00	\$0.00
Year 4	73739	AXON PERFORMANCE - LICENSE	31	\$0.00	\$0.00	\$0.00
Year 4	73746	AXON EVIDENCE - ECOM LICENSE - PRO	1	\$0.00	\$0.00	\$0.00
Year 4	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	6	\$0.00	\$0.00	\$0.00
Year 4	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	14	\$5,269.29	\$0.00	\$5,269.29
Year 4	80402	AXON RESPOND - LICENSE - FLEET 3	14	\$2,842.56	\$0.00	\$2,842.56
Year 4	Fleet3B	Fleet 3 Basic	2	\$2,853.13	\$0.00	\$2,853.13
Year 4	Fleet3BRe	Fleet 3 Basic Renewal	12	\$13,883.03	\$0.00	\$13,883.03
Year 4	M00021	BUNDLE - CORE TASER 10	31	\$66,517.32	\$0.00	\$66,517.32
Total				\$100,056.84	\$0.00	\$100,056.84

Feb 2029						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100552	TRANSFER CREDIT - GOODS	1	\$497.34	\$0.00	\$497.34
Year 5	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	\$2,301.69	\$0.00	\$2,301.69
Year 5	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Year 5	73447	AXON RESPOND - UPGRADE FROM RESPOND TO RESPOND PLUS	31	\$5,892.48	\$0.00	\$5,892.48
Year 5	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	31	\$0.00	\$0.00	\$0.00
Year 5	73739	AXON PERFORMANCE - LICENSE	31	\$0.00	\$0.00	\$0.00
Year 5	73746	AXON EVIDENCE - ECOM LICENSE - PRO	1	\$0.00	\$0.00	\$0.00
Year 5	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	6	\$0.00	\$0.00	\$0.00
Year 5	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	14	\$5,269.29	\$0.00	\$5,269.29
Year 5	80402	AXON RESPOND - LICENSE - FLEET 3	14	\$2,842.56	\$0.00	\$2,842.56
Year 5	Fleet3B	Fleet 3 Basic	2	\$2,853.13	\$0.00	\$2,853.13
Year 5	Fleet3BRe	Fleet 3 Basic Renewal	12	\$13,883.03	\$0.00	\$13,883.03
Year 5	M00021	BUNDLE - CORE TASER 10	31	\$66,517.32	\$0.00	\$66,517.32
Total				\$100,056.84	\$0.00	\$100,056.84

Non-Binding Budgetary Estimate

This Rough Order of Magnitude estimate is being provided for budgetary and planning purposes only. It is non-binding and is not considered a contractable offer for sale of Axon goods or services.

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Exceptions to Standard Terms and Conditions

Agency has existing contract(s) originated via Quote(s):

Q-297211

Agency is terminating those contracts effective 3/1/2025 Any changes in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Net Transfer Debit of \$13,995.15

Axon is refreshing 100% BWC and Docking Stations via TAP on this quote.

Any credits contained in this quote are contingent upon payment in full of the following amounts:

Q-502841 - INV-211386 - 8/8/2023 - \$1,106.54 (remaining balance due of 0.02)

Q-591946 - 11/1/2024 - \$2,120



This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the Customer listed below or, if no Customer is listed below, the customer on the Quote (as defined below) ("**Customer**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) date of acceptance of the Quote ("**Effective Date**"). Axon and Customer are each a "**Party**" and collectively "**Parties**". This Agreement governs Customer's purchase and use of the Axon Devices and Services detailed in the Quote. It is the intent of the Parties that this Agreement will govern all subsequent purchases by Customer for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Customer shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions.**

- 1.1. "**Axon Cloud Services**" means Axon's web services, including, but not limited to, Axon Evidence, Axon Records, Axon Dispatch, FUSUS services, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.
- 1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.
- 1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Customer's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.
- 1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

- 2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").
- 2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5-year term ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote by up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment.** Axon invoices for Axon Devices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Axon invoices for Axon Cloud Services on an upfront annual basis prior to the beginning of the Subscription Term and upon the anniversary of the Subscription Term. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Customer will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Customer will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Customer is responsible for collection and attorneys' fees.

4. **Taxes.** Customer is responsible for sales and other taxes associated with the order unless Customer provides Axon a valid tax exemption certificate.

5. **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Customer upon Axon's delivery to the common carrier. Customer is responsible for any shipping charges in the Quote.

6. **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty.**

- 7.1. **Limited Warranty.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for one (1) year from the date of Customer's receipt, except Signal Sidearm which Axon warrants for thirty (30) months from Customer's receipt and Axon-manufactured accessories, which Axon warrants for ninety (90) days from Customer's receipt, respectively, from the date of Customer's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the one- (1-) year hardware warranty through the extended warranty term purchased.

- 7.2. **Disclaimer.** All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer.
- 7.3. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.
- 7.3.1. If Customer exchanges an Axon Device or part, the replacement item becomes Customer's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Customer must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.
- 7.4. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Customer a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Customer submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Customer in accordance with shipping terms of this Agreement. Axon assumes no liability or obligation in the event Customer does not utilize Spare Axon Devices for the intended purpose.
- 7.5. **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Customer resells Axon Devices.
- 7.5.1. **To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Customer confirms and agrees that, in deciding whether to sign this Agreement, Customer has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.**
- 7.5.2. **Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to this Agreement will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.**
- 7.6. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.
- 7.7. **Third-Party Software and Services.** Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Customer and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.
- 7.8. **Axon Aid.** Upon mutual agreement between Axon and Customer, Axon may provide certain products and services to Customer, as a charitable donation under the Axon Aid program. In such event, Customer expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Customer agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Customer expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Customer.

8. **Statement of Work.** Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Customer, Axon is only responsible for the performance of Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.
9. **Axon Device Warnings.** See www.axon.com/legal for the most current Axon Device warnings.
10. **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Customer or making the same change to Axon Devices and Services previously purchased by Customer.
11. **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Customer's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Customer's election not to utilize any portion of an Axon bundle.
12. **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
13. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Customer will not cause any Axon proprietary rights to be violated.
14. **IP Indemnification.** Axon will indemnify Customer against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices, Axon Cloud Services or Axon software ("**Axon Products**") infringes or misappropriates the third-party's intellectual property rights. Customer must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Products by Customer or a third-party not approved by Axon; (b) use of Axon Products in combination with hardware or services not approved by Axon; (c) use of Axon Products other than as permitted in this Agreement; or (d) use of Axon Products that is not the most current software release provided by Axon.
- 14.15. Indemnification: Axon agrees to indemnify and hold harmless Agency and its employees and officers from and against all damages, judgments, claims, counterclaims, demands, actions and expenses (including attorney's fees), to the extent caused by the negligent acts or omissions or willful misconduct occurring during the term hereof with respect to services provided by Axon.
- 14.16. **Customer Responsibilities.** Customer is responsible for (a) Customer's use of Axon Devices; (b) Customer or an end user's breach of this Agreement or violation of applicable law; (c) disputes between Customer and a third-party over Customer's use of Axon Devices; (d) secure and sustainable destruction and disposal of Axon Devices at Customer's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.
- 14.17. **Termination.**
- 14.1.17.1. **For Breach.** A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured thirty (30) days after written notice. If Customer terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
- 14.2.17.2. **By Customer.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Customer may terminate this Agreement. Customer will deliver notice of termination under this section as soon as reasonably practicable.
- 14.3.17.3. **Effect of Termination.** Upon termination of this Agreement, Customer rights immediately terminate. Customer remains responsible for all fees incurred before the effective date of termination. If Customer purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Customer the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Customer may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.
- 17.18. **Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be

confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Customer receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Customer will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

18.19. General.

18.1.19.1. Force Majeure. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

18.2.19.2. Independent Contractors. The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, Customer, fiduciary, or employment relationship between the Parties.

18.3.19.3. Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

18.4.19.4. Non-Discrimination. Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

18.5.19.5. Compliance with Laws. Each Party will comply with all applicable federal, state, and local laws, including without limitation, import and export control laws and regulations as well as firearm regulations and the Gun Control Act of 1968.

18.6.19.6. Assignment. Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

18.7.19.7. Waiver. No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

18.8.19.8. Severability. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

18.9.19.9. Survival. The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, Customer Responsibilities and any other Sections detailed in the survival sections of the Appendices.

18.10.19.10. Governing Law. The laws of the country, state, province, or municipality where Customer is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

18.11.19.11. Notices. All notices must be in English. Notices posted on Customer's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Customer shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc. Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.

18.12 Entire Agreement. This Agreement, the Appendices, including any applicable Appendices not attached herein for the products and services purchased, which are incorporated by reference and located in the Master Purchasing and Services Agreement located at <https://www.axon.com/sales-terms-and-conditions>, Quote and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON:**CUSTOMER:****Axon Enterprise, Inc.**

Signature: _____

Signature: _____



Master Services and Purchasing Agreement

Name: _____
Title: _____
Date: _____

Name: _____
Title: _____
Date: _____

Axon Cloud Services Terms of Use Appendix

1. Definitions.
 - a. **"Customer Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Customer's tenant, including media or multimedia uploaded into Axon Cloud Services by Customer. Customer Content includes Evidence but excludes Non-Content Data.
 - b. **"Evidence"** is media or multimedia uploaded into Axon Evidence as 'evidence' by Customer. Evidence is a subset of Customer Content.
 - c. **"Non-Content Data"** is data, configuration, and usage information about Customer's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Customer Content.
 - d. **"Provided Data"** means de-identified, de-personalized, data derived from Customer's TASER energy weapon deployment reports, related TASER energy weapon logs, body-worn camera footage, and incident reports.
 - e. **"Transformed Data"** means the Provided Data used for the purpose of quantitative evaluation of the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.
2. **Access.** Upon Axon granting Customer a subscription to Axon Cloud Services, Customer may access and use Axon Cloud Services to store and manage Customer Content. Customer may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Customer may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Customer may not upload non-TASER Data to Axon Evidence Lite.
3. **Customer Owns Customer Content.** Customer controls and owns all right, title, and interest in Customer Content. Except as outlined herein, Axon obtains no interest in Customer Content, and Customer Content is not Axon's business records. Customer is solely responsible for uploading, sharing, managing, and deleting Customer Content. Axon will only have access to Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.
4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Customer Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum for its digital evidence or records management systems.
5. **Customer Responsibilities.** Customer is responsible for (a) ensuring Customer owns Customer Content or has the necessary rights to use Customer Content (b) ensuring no Customer Content or Customer end user's use of Customer Content or Axon Cloud Services violates this Agreement or applicable laws; (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services and (d) verify the accuracy of any auto generated or AI-generated reports. If Customer becomes aware of any violation of this Agreement by an end user, Customer will immediately terminate that end user's access to Axon Cloud Services.
 - a. Customer will also maintain the security of end usernames and passwords and security and access by end users to Customer Content. Customer is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Customer regulation and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. If Customer provides access to unauthorized third-parties, Axon may assess additional fees along with suspending Customer's access. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or Customer Content, or if account information is lost or stolen.
 - b. To the extent Customer uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.

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6. **Privacy.** Customer's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Customer agrees to allow Axon access to Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.
 7. **Axon Body Wi-Fi Positioning.** Axon Body cameras may offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Customer administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Customer chooses to use this service, Axon must also enable the usage of the feature for Customer's Axon Cloud Services tenant. Customer will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Customer's Axon Cloud Services tenant.
 8. **Storage.** For Axon Unlimited Device Storage subscriptions, Customer may store unlimited data in Customer's Axon Evidence account only if data originates from Axon Capture or an Axon Device. Axon may charge Customer additional fees for exceeding purchased storage amounts. Axon may place Customer Content that Customer has not viewed or accessed for six (6) months into archival storage. Customer Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.
 9. **Third-Party Unlimited Storage.** For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon Evidence user license; (ii) is limited to data of the law enforcement Customer that purchased the Third-Party Unlimited Storage and the Axon Evidence end user or Customer is prohibited from storing data for other customers or law enforcement agencies; and (iii) Customer may only upload and store data that is directly related to (1) the investigation of, or the prosecution of a crime, (2) common law enforcement activities, or (3) any Customer Content created by Axon Devices or Axon Evidence.
 10. **Location of Storage.** Axon may transfer Customer Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Customer Content. If Customer is located in the United States, Canada, or Australia, Axon will ensure all Customer Content stored in Axon Cloud Services remains in the country where Customer is located. Ownership of Customer Content remains with Customer.
 11. **Suspension.** Axon may temporarily suspend Customer's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Customer or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees incurred through suspension. Axon will not delete Customer Content because of suspension, except as specified in this Agreement.
 12. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Customer uploads data to Axon Cloud Services.
 13. **TASER Data Science Program.** Axon will provide a quantitative evaluation on the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.
 14. If Customer purchases the TASER Data Science Program, Customer grants Axon, its affiliates, and assignees an irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Provided Data solely for the purposes of this Agreement and to create Transformed Data. Customer shall own all rights and title to Provided Data. Axon shall own all rights and title to Transformed Data and any derivatives of Transformed Data.
 15. Axon grants to Customer an irrevocable, perpetual, fully paid, royalty-free, license to use to TASER Data Science report provided to Customer for its own internal purposes. **The Data Science report is provided "as is" and without any warranty of any kind.**
 16. In the event Customer seeks Axon's deletion of Provided Data, it may submit a request to privacy@axon.com. Where reasonably capable of doing so, Axon will implement the request but at a minimum will not continue to collect Provided Data from Customer.
 17. **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Customer purchases an OSP 7 or OSP 10 bundle. During Customer's Axon Records Subscription Term, if any, Customer will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.
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- c. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 bundle, upon completion of the OSP 7 or OSP 10 Term ("**Axon Records Subscription**")
 - d. An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.
 - e. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Customer purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Customer.
 - f. Users of Axon Records at the Customer may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Customer exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.
18. **Axon Cloud Services Restrictions.** Customer and Customer end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- g. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - h. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
 - i. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - j. use Axon Cloud Services as a service bureau, or as part of a Customer infrastructure as a service;
 - k. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - l. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - m. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
 - n. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.
19. **Draft One.** Axon may impose usage restrictions if a single user generates more than one hundred (100) reports per month for two or more consecutive months.
20. **After Termination.** Axon will not delete Customer Content for ninety (90) days following termination. Axon Cloud Services will not be functional during these ninety (90) days other than the ability to retrieve Customer Content. Customer will not incur additional fees if Customer downloads Customer Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Customer Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Customer Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Customer Content from Axon Cloud Services.
21. **Post-Termination Assistance.** Axon will provide Customer with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Customer Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
22. **U.S. Government Rights.** If Customer is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Customer is using Axon Cloud
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Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Customer will immediately discontinue use of Axon Cloud Services.

23. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Customer Owns Customer Content, Privacy, Storage, Axon Cloud Services Warranty, Customer Responsibilities and Axon Cloud Services Restrictions.

Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP).** The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Customer Content from all of its customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Customer will be a participant in ACEIP Tier 1. If Customer does not want to participate in ACEIP Tier 1, Customer can revoke its consent at any time. If Customer wants to participate in Tier 2, as detailed below, Customer can check the ACEIP Tier 2 box below. If Customer does not want to participate in ACEIP Tier 2, Customer should leave box unchecked. At any time, Customer may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.
2. **ACEIP Tier 1.**
 - 2.1. When Axon uses Customer Content for the ACEIP Purposes, Axon will extract from Customer Content and may store separately copies of certain segments or elements of the Customer Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Customer Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1¹. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Customer from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Customer request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Customer may revoke the consent granted herein to Axon to access and use Customer Content for ACEIP Purposes. Within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Customer. In addition, if Axon uses Customer Content for the ACEIP Purposes, upon request, Axon will make available to Customer a list of the specific type of Customer Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Customer Content or ACEIP Content ("**Use Case**"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Customer notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Customer with a mechanism to obtain notice of that update or another commercially reasonable method to Customer designated contact) ("**New Use Case**").
 - 2.2. **Expiration of ACEIP Tier 1.** Customer consent granted herein will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to, Customer.
3. **ACEIP Tier 2.** In addition to ACEIP Tier 1, if Customer wants to help further improve Axon's services, Customer may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Customer

¹ For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.



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Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed, or de-identified data.

☐ Check this box if Customer wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Customer into ACEIP Tier 2 until Axon and Customer agree to terms in writing providing for such participation in ACEIP Tier 2.

Technology Assurance Plan Appendix

If Technology Assurance Plan ("TAP") or a bundle including TAP is on the Quote, this appendix applies.

1. **TAP Warranty**. The TAP warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.
2. **Officer Safety Plan**. If Customer purchases an Officer Safety Plan ("OSP"), Customer will receive the deliverables detailed in the Quote. Customer must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 or OSP 10 Term**. OSP 7 or OSP 10 begins on the date specified in the Quote ("**OSP Term**").
4. **TAP BWC Upgrade**. If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon body-worn camera ("**BWC Upgrade**") as scheduled in the Quote. If Customer purchased TAP, Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
5. **TAP Dock Upgrade**. If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Dock as scheduled in the Quote ("**Dock Upgrade**"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Customer originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Customer originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
6. **Upgrade Delay**. Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Customer unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Customer.
7. **Upgrade Delay or Change**. If Customer wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Customer must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Customer desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device**. Within thirty (30) days of receiving a BWC or Dock Upgrade, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Customer does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Customer.
9. **Termination**. If Customer's payment for TAP, OSP, or Axon Evidence is more than thirty (30) days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
 - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
 - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
 - 9.3. Customer must make any missed payments due to the termination before Customer may purchase any future TAP or OSP.

TASER Device Appendix

This TASER Device Appendix applies to Customer's TASER 10, OSP 10, OSP Plus, or OSP 10 Plus Premium purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan.** If the Quote includes "**Duty Cartridge Replenishment Plan**", Customer must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Customer may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training.** If the Quote includes a TASER On Demand Certification subscription, Customer will have on-demand access to TASER Instructor and TASER Master Instructor courses only for the duration of the TASER Subscription Term. Axon will issue a maximum of ten (10) TASER Instructor vouchers and ten (10) TASER Master Instructor vouchers for every thousand TASER Subscriptions purchased. Customer shall utilize vouchers to register for TASER courses at their discretion however Customer may incur a fee for cancellations less than 10 business days prior to a course date or failure to appear to a registered course. The voucher has no cash value. Customer cannot exchange voucher for any other device or service. Any unused vouchers at the end of the Term will be forfeited. A voucher does not include any travel or other expenses that might be incurred related to attending a course.
3. **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.
4. **Trade-in.** If the Quote contains a discount on CEW-related line items and that discount is contingent upon the trade-in of hardware, Customer must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon within the below prescribed timeline. Customer must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Customer the value of the trade-in credit. Customer may not destroy Trade-In Units and receive a trade-in credit.

<u>Customer Size</u>	<u>Days to Return from Start Date of TASER 10 Subscription</u>
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

5. **TASER Device Subscription Term.** The TASER Device Subscription Term for a standalone TASER Device purchase begins on shipment of the TASER Device. The TASER Device Subscription Term for OSP 7/10 begins on the OSP 7/10 start date.
6. **Access Rights.** Upon Axon granting Customer a TASER Device Axon Evidence subscription, Customer may access and use Axon Evidence for the storage and management of data from TASER Devices devices during the TASER Device Subscription Term. Customer may not exceed the number of end users the Quote specifies.
7. **Customer Warranty.** If Customer is located in the US, Customer warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Customer use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.
8. **Purchase Order.** To comply with applicable laws and regulations, Customer must provide a purchase order to Axon prior to shipment of TASER 10.
9. **Apollo Grant (US only).** If Customer has received an Apollo Grant from Axon, Customer must pay all fees in the Quote prior to upgrading to any new TASER Device offered by Axon.
10. **Termination.** If payment for TASER Device is more than thirty (30) days past due, Axon may terminate Customer's TASER Device plan by notifying Customer. Upon termination for any reason, then as of the date of termination:
 - 10.1. TASER Device extended warranties and access to Training Content will terminate. No refunds will be given.
 - 10.2. Customer will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER Device plan.
 - 10.3. Axon will invoice Customer the remaining MSRP for TASER Devices received before termination. If terminating



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for non-appropriations, Axon will not invoice Customer if Customer returns the TASER Device, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of termination.

Axon Fleet Appendix

If Axon Fleet 2, Axon Fleet 3, or any future generation of Axon Fleet (collectively, "**Axon Fleet**") is included on the Quote, this Appendix applies.

1. **Customer Responsibilities.**

- 1.1. Customer must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet as established by Axon during the qualifier call and on-site assessment at Customer and in any technical qualifying questions. If Customer's representations are inaccurate, the Quote is subject to change.
- 1.2. Customer is responsible for providing a suitable work area for Axon or Axon third-party providers to install Axon Fleet systems into Customer vehicles. Customer is responsible for making available all vehicles for which installation services were purchased, during the agreed upon onsite installation dates. Failure to make vehicles available may require an equitable adjustment in fees or schedule.

2. **Cradlepoint.** If Customer purchases Cradlepoint Enterprise Cloud Manager, Customer will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Customer requires Cradlepoint support, Customer will contact Cradlepoint directly.

3. **Third-party Installer.** Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.

4. Wireless Offload Server.

- 4.1. **License Grant.** Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
- 4.2. **Restrictions.** Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
- 4.3. **Updates.** If Customer purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Customer is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.
- 4.4. **WOS Support.** Upon request by Axon, Customer will provide Axon with access to Customer's store and forward servers solely for troubleshooting and maintenance.

5. Axon Vehicle Software.

- 5.1. **License Grant.** Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "**Axon Vehicle Software**".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.
- 5.2. **Restrictions.** Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.



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6. **Acceptance Checklist.** If Axon provides services to Customer pursuant to any statement of work in connection with Axon Fleet, within seven (7) days of the date on which Customer retrieves Customer's vehicle(s) from the Axon installer, said vehicle having been installed and configured with tested and fully and properly operational in-car hardware and software identified above, Customer will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables.
 7. **Axon Fleet Upgrade.** If Customer has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Customer with the same or like model of Fleet hardware ("**Axon Fleet Upgrade**") as scheduled on the Quote.
 - 7.1. If Customer would like to change models for the Axon Fleet Upgrade, Customer must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Customer is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.
 - 7.2. Within thirty (30) days of receiving the Axon Fleet Upgrade, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Customer does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Customer.

Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus, if either is included on the Quote.

1. **Axon Respond Subscription Term.** If Customer purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Customer. If Customer purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Customer, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.
2. **Scope of Axon Respond.** The scope of Axon Respond is to assist Customer with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Customer uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Customer on upgrading Customer's Axon Respond to better meet Customer's needs.
3. **Axon Body LTE Requirements.** Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Customer utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Customer's consent.
4. **Axon Fleet LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Customer is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Customer's LTE carrier.
5. **Axon Respond Service Limitations.** Customer acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area, and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.
 - 5.1. With regard to Axon Body, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Customer expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Customer is not a third-party beneficiary of any agreement between Axon and the underlying carrier.
6. **Termination.** Upon termination of this Agreement, or if Customer stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.

Add-on Services Appendix

This Appendix applies if Axon Community Request, Axon Redaction Assistant, and/or Axon Performance are included on the Quote.

1. **Subscription Term.** If Customer purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as part of OSP 7 or OSP 10, the subscription begins on the later of the (1) start date of the OSP 7 or OSP 10 Term, or (2) date Axon provisions Axon Community Request, Axon Redaction Assistant, or Axon Performance to Customer.
 - 1.1. If Customer purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Community Request, Axon Redaction Assistant, or Axon Performance to Customer, or (2) first day of the month following the Effective Date.
 - 1.2. The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.
2. **Axon Community Request Storage.** For Axon Community Request, Customer may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Customer's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.
3. **Performance Auto-Tagging Data.** In order to provide some features of Axon Performance to Customer, Axon will need to store call for service data from Customer's CAD or RMS.

Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services or a subscription to Axon Cloud Services are included on the Quote.

1. Definitions.

- 1.1. **"API Client"** means the software that acts as the interface between Customer's computer and the server, which is already developed or to be developed by Customer.
- 1.2. **"API Interface"** means software implemented by Customer to configure Customer's independent API Client Software to operate in conjunction with the API Service for Customer's authorized Use.
- 1.3. **"Axon Evidence Partner API, API or Axon API"** (collectively **"API Service"**) means Axon's API which provides a programmatic means to access data in Customer's Axon Evidence account or integrate Customer's Axon Evidence account with other systems.
- 1.4. **"Use"** means any operation on Customer's data enabled by the supported API functionality.

2. Purpose and License.

- 2.1. Customer may use API Service and data made available through API Service, in connection with an API Client developed by Customer. Axon may monitor Customer's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Customer agrees to not interfere with such monitoring or obscure from Axon Customer's use of API Service. Customer will not use API Service for commercial use.
- 2.2. Axon grants Customer a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Customer's Use in connection with Customer's API Client.
- 2.3. Axon reserves the right to set limitations on Customer's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. Configuration. Customer will work independently to configure Customer's API Client with API Service for Customer's applicable Use. Customer will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Customer will inform Axon promptly of any updates. Upon Customer's registration, Axon will provide documentation outlining API Service information.**4. Customer Responsibilities.** When using API Service, Customer and its end users may not:

- 4.1. use API Service in any way other than as expressly permitted under this Agreement;
- 4.2. use in any way that results in, or could result in, any security breach to Axon;
- 4.3. perform an action with the intent of introducing any virus, worm, defect, Trojan horse, malware, or any item of a destructive nature to Axon Devices and Services;
- 4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;
- 4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;
- 4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;
- 4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;
- 4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;
- 4.9. make available to a third-party, any token, key, password or other login credentials to API Service;
- 4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or
- 4.11. disclose Axon's API manual.

5. API Content. All content related to API Service, other than Customer Content or Customer's API Client content, is

considered Axon's API Content, including:

- 5.1. the design, structure and naming of API Service fields in all responses and requests;
 - 5.2. the resources available within API Service for which Customer takes actions on, such as evidence, cases, users, or reports;
 - 5.3. the structure of and relationship of API Service resources; and
 - 5.4. the design of API Service, in any part or as a whole.
6. **Prohibitions on API Content.** Neither Customer nor its end users will use API content returned from the API Interface to:
- 6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
 - 6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;
 - 6.3. misrepresent the source or ownership; or
 - 6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).
7. **API Updates.** Axon may update or modify the API Service from time to time ("**API Update**"). Customer is required to implement and use the most current version of API Service and to make any applicable changes to Customer's API Client required as a result of such API Update. API Updates may adversely affect how Customer's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Customer to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.

Axon Event Offer Appendix

If the Agreement includes the provision of, or Axon otherwise offers, ticket(s), travel and/or accommodation for select events hosted by Axon ("Axon Event"), the following shall apply:

1. **General.** Subject to the terms and conditions specified below and those in the Agreement, Axon may provide Customer with one or more offers to fund Axon Event ticket(s), travel and/or accommodation for Customer-selected employee(s) to attend one or more Axon Events. By entering into the Agreement, Customer warrants that it is appropriate and permissible for Customer to receive the referenced Axon Event offer(s) based on Customer's understanding of the terms and conditions outlined in this Axon Event Offer Appendix.
2. **Attendee/Employee Selection.** Customer shall have sole and absolute discretion to select the Customer employee(s) eligible to receive the ticket(s), travel and/or accommodation that is the subject of any Axon Event offer(s).
3. **Compliance.** It is the intent of Axon that any and all Axon Event offers comply with all applicable laws, regulations and ethics rules regarding contributions, including gifts and donations. Axon's provision of ticket(s), travel and/or accommodation for the applicable Axon Event to Customer is intended for the use and benefit of Customer in furtherance of its goals, and not the personal use or benefit of any official or employee of Customer. Axon makes this offer without seeking promises or favoritism for Axon in any bidding arrangements. Further, no exclusivity will be expected by either party in consideration for the offer. Axon makes the offer with the understanding that it will not, as a result of such offer, be prohibited from any procurement opportunities or be subject to any reporting requirements. If Customer's local jurisdiction requires Customer to report or disclose the fair market value of the benefits provided by Axon, Customer shall promptly contact Axon to obtain such information, and Axon shall provide the information necessary to facilitate Customer's compliance with such reporting requirements.
4. **Assignability.** Customer may not sell, transfer, or assign Axon Event ticket(s), travel and/or accommodation provided under the Agreement.
5. **Availability.** The provision of all offers of Axon Event ticket(s), travel and/or accommodation is subject to availability of funds and resources. Axon has no obligation to provide Axon Event ticket(s), travel and/or accommodation.
6. **Revocation of Offer.** Axon reserves the right at any time to rescind the offer of Axon Event ticket(s), travel and/or accommodation to Customer if Customer or its selected employees fail to meet the prescribed conditions or if changes in circumstances render the provision of such benefits impractical, inadvisable, or in violation of any applicable laws, regulations, and ethics rules regarding contributions, including gifts and donations.

Non-Binding Budgetary Estimate



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-574618-45622.720SR

Issued: 11/26/2024

Quote Expiration: 12/31/2024

Estimated Contract Start Date: 03/01/2025

Account Number: 455570

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Rogers Police Dept. - MN 21860 Industrial Ct Rogers, MN 55374-9116 USA	Rogers Police Dept. - MN 21860 Industrial Ct Rogers MN 55374-9116 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Eugene Burgess Phone: 509-342-6606 Email: eburgess@axon.com Fax:	Jeffrey Beck Phone: 763-202-0115 Email: jbeck@rogersmn.gov Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$67,466.18
ESTIMATED TOTAL W/ TAX	\$67,466.18

Discount Summary

Average Savings Per Year	(\$9.16)
TOTAL SAVINGS	(\$45.78)

Payment Summary

Date	Subtotal	Tax	Total
Feb 2025	\$13,493.22	\$0.00	\$13,493.22
Feb 2026	\$13,493.24	\$0.00	\$13,493.24
Feb 2027	\$13,493.24	\$0.00	\$13,493.24
Feb 2028	\$13,493.24	\$0.00	\$13,493.24
Feb 2029	\$13,493.24	\$0.00	\$13,493.24
Total	\$67,466.18	\$0.00	\$67,466.18

Non-Binding Budgetary Estimate

Quote Unbundled Price:	\$67,420.40
Quote List Price:	\$67,420.40
Quote Subtotal:	\$67,466.18

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Hardware									
101261	AXON AIR - SKYDIO NIGHTSENSE IR FILTER FOR X10	1			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
101229	AXON AIR - SKYDIO SPOTLIGHT FOR X10	1			\$265.00	\$265.00	\$265.00	\$0.00	\$265.00
101211	AXON AIR - SKYDIO SPEAKER/MIC FOR X10	1			\$320.00	\$320.00	\$320.00	\$0.00	\$320.00
101204	AXON AIR - SKYDIO X10 SAFE VT300Z REFRESH	1			\$5,743.00	\$5,743.00	\$5,743.00	\$0.00	\$5,743.00
101221	AXON AIR - SKYDIO X10 SAFE AIRFRAME CELLULAR REFRESH	1			\$11,804.00	\$11,804.00	\$11,804.00	\$0.00	\$11,804.00
101235	AXON AIR - SKYDIO X10 STARTER KIT 2.4/5GHZ CELL IR NA VT300Z	1			\$16,464.40	\$15,641.18	\$15,641.18	\$0.00	\$15,641.18
A la Carte Software									
100551	AXON AIR - DRONESENSE CLOUDSTREAM FOR SKYDIO	1	60		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	1	60		\$33.85	\$28.33	\$1,700.00	\$0.00	\$1,700.00
101242	AXON AIR - SKYDIO CONNECT LICENSE FOR X10	1	60		\$208.25	\$208.25	\$12,495.00	\$0.00	\$12,495.00
A la Carte Services									
101246	AXON AIR - SKYDIO X10 IN-PERSON TRAINING	1			\$7,800.00	\$9,000.00	\$9,000.00	\$0.00	\$9,000.00
A la Carte Warranties									
101224	AXON AIR - SKYDIO X10 CARE SAFE VEHICLE VT300Z SENSORPKG 3YR	1			\$1,949.00	\$1,949.00	\$1,949.00	\$0.00	\$1,949.00
101170	AXON AIR - SKYDIO CARE FOR VT300-Z SENSOR PACKAGE - 3 YR	1			\$1,949.00	\$1,949.00	\$1,949.00	\$0.00	\$1,949.00
101254	AXON AIR - SKYDIO CARE FOR X10 WITH CELLULAR 5G 3YR	1			\$3,300.00	\$3,300.00	\$3,300.00	\$0.00	\$3,300.00
101251	AXON AIR - SKYDIO X10 CARE SAFE VEHICLE AIRFRAME CELL 3YR	1			\$3,300.00	\$3,300.00	\$3,300.00	\$0.00	\$3,300.00
Total							\$67,466.18	\$0.00	\$67,466.18

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
A la Carte	101204	AXON AIR - SKYDIO X10 SAFE VT300Z REFRESH	1	1	02/01/2025
A la Carte	101211	AXON AIR - SKYDIO SPEAKER/MIC FOR X10	1	1	02/01/2025
A la Carte	101221	AXON AIR - SKYDIO X10 SAFE AIRFRAME CELLULAR REFRESH	1	1	02/01/2025
A la Carte	101229	AXON AIR - SKYDIO SPOTLIGHT FOR X10	1	1	02/01/2025
A la Carte	101235	AXON AIR - SKYDIO X10 STARTER KIT 2.4/5GHZ CELL IR NA VT300Z	1	1	02/01/2025
A la Carte	101261	AXON AIR - SKYDIO NIGHTSENSE IR FILTER FOR X10	1	1	02/01/2025

Non-Binding Budgetary Estimate

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	1	03/01/2025	02/28/2030
A la Carte	100551	AXON AIR - DRONESENSE CLOUDSTREAM FOR SKYDIO	1	03/01/2025	02/28/2030
A la Carte	101242	AXON AIR - SKYDIO CONNECT LICENSE FOR X10	1	03/01/2025	02/28/2030

Services

Bundle	Item	Description	QTY
A la Carte	101246	AXON AIR - SKYDIO X10 IN-PERSON TRAINING	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	101170	AXON AIR - SKYDIO CARE FOR VT300-Z SENSOR PACKAGE - 3 YR	1		
A la Carte	101224	AXON AIR - SKYDIO X10 CARE SAFE VEHICLE VT300Z SENSORPKG 3YR	1		
A la Carte	101251	AXON AIR - SKYDIO X10 CARE SAFE VEHICLE AIRFRAME CELL 3YR	1		
A la Carte	101254	AXON AIR - SKYDIO CARE FOR X10 WITH CELLULAR 5G 3YR	1		

Non-Binding Budgetary Estimate

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	21860 Industrial Ct	Rogers	MN	55374-9116	USA

Payment Details

Feb 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	1	\$340.00	\$0.00	\$340.00
Year 1	100551	AXON AIR - DRONESENSE CLOUDSTREAM FOR SKYDIO	1	\$0.00	\$0.00	\$0.00
Year 1	101170	AXON AIR - SKYDIO CARE FOR VT300-Z SENSOR PACKAGE - 3 YR	1	\$389.80	\$0.00	\$389.80
Year 1	101204	AXON AIR - SKYDIO X10 SAFE VT300Z REFRESH	1	\$1,148.60	\$0.00	\$1,148.60
Year 1	101211	AXON AIR - SKYDIO SPEAKER/MIC FOR X10	1	\$64.00	\$0.00	\$64.00
Year 1	101221	AXON AIR - SKYDIO X10 SAFE AIRFRAME CELLULAR REFRESH	1	\$2,360.80	\$0.00	\$2,360.80
Year 1	101224	AXON AIR - SKYDIO X10 CARE SAFE VEHICLE VT300Z SENSORPKG 3YR	1	\$389.80	\$0.00	\$389.80
Year 1	101229	AXON AIR - SKYDIO SPOTLIGHT FOR X10	1	\$53.00	\$0.00	\$53.00
Year 1	101235	AXON AIR - SKYDIO X10 STARTER KIT 2.4/5GHZ CELL IR NA VT300Z	1	\$3,128.22	\$0.00	\$3,128.22
Year 1	101242	AXON AIR - SKYDIO CONNECT LICENSE FOR X10	1	\$2,499.00	\$0.00	\$2,499.00
Year 1	101246	AXON AIR - SKYDIO X10 IN-PERSON TRAINING	1	\$1,800.00	\$0.00	\$1,800.00
Year 1	101251	AXON AIR - SKYDIO X10 CARE SAFE VEHICLE AIRFRAME CELL 3YR	1	\$660.00	\$0.00	\$660.00
Year 1	101254	AXON AIR - SKYDIO CARE FOR X10 WITH CELLULAR 5G 3YR	1	\$660.00	\$0.00	\$660.00
Year 1	101261	AXON AIR - SKYDIO NIGHTSENSE IR FILTER FOR X10	1	\$0.00	\$0.00	\$0.00
Total				\$13,493.22	\$0.00	\$13,493.22

Feb 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	1	\$340.00	\$0.00	\$340.00
Year 2	100551	AXON AIR - DRONESENSE CLOUDSTREAM FOR SKYDIO	1	\$0.00	\$0.00	\$0.00
Year 2	101170	AXON AIR - SKYDIO CARE FOR VT300-Z SENSOR PACKAGE - 3 YR	1	\$389.80	\$0.00	\$389.80
Year 2	101204	AXON AIR - SKYDIO X10 SAFE VT300Z REFRESH	1	\$1,148.60	\$0.00	\$1,148.60
Year 2	101211	AXON AIR - SKYDIO SPEAKER/MIC FOR X10	1	\$64.00	\$0.00	\$64.00
Year 2	101221	AXON AIR - SKYDIO X10 SAFE AIRFRAME CELLULAR REFRESH	1	\$2,360.80	\$0.00	\$2,360.80
Year 2	101224	AXON AIR - SKYDIO X10 CARE SAFE VEHICLE VT300Z SENSORPKG 3YR	1	\$389.80	\$0.00	\$389.80
Year 2	101229	AXON AIR - SKYDIO SPOTLIGHT FOR X10	1	\$53.00	\$0.00	\$53.00
Year 2	101235	AXON AIR - SKYDIO X10 STARTER KIT 2.4/5GHZ CELL IR NA VT300Z	1	\$3,128.24	\$0.00	\$3,128.24
Year 2	101242	AXON AIR - SKYDIO CONNECT LICENSE FOR X10	1	\$2,499.00	\$0.00	\$2,499.00
Year 2	101246	AXON AIR - SKYDIO X10 IN-PERSON TRAINING	1	\$1,800.00	\$0.00	\$1,800.00
Year 2	101251	AXON AIR - SKYDIO X10 CARE SAFE VEHICLE AIRFRAME CELL 3YR	1	\$660.00	\$0.00	\$660.00
Year 2	101254	AXON AIR - SKYDIO CARE FOR X10 WITH CELLULAR 5G 3YR	1	\$660.00	\$0.00	\$660.00
Year 2	101261	AXON AIR - SKYDIO NIGHTSENSE IR FILTER FOR X10	1	\$0.00	\$0.00	\$0.00
Total				\$13,493.24	\$0.00	\$13,493.24

Feb 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	1	\$340.00	\$0.00	\$340.00
Year 3	100551	AXON AIR - DRONESENSE CLOUDSTREAM FOR SKYDIO	1	\$0.00	\$0.00	\$0.00
Year 3	101170	AXON AIR - SKYDIO CARE FOR VT300-Z SENSOR PACKAGE - 3 YR	1	\$389.80	\$0.00	\$389.80

Non-Binding Budgetary Estimate

Feb 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	101204	AXON AIR - SKYDIO X10 SAFE VT300Z REFRESH	1	\$1,148.60	\$0.00	\$1,148.60
Year 3	101211	AXON AIR - SKYDIO SPEAKER/MIC FOR X10	1	\$64.00	\$0.00	\$64.00
Year 3	101221	AXON AIR - SKYDIO X10 SAFE AIRFRAME CELLULAR REFRESH	1	\$2,360.80	\$0.00	\$2,360.80
Year 3	101224	AXON AIR - SKYDIO X10 CARE SAFE VEHICLE VT300Z SENSORPKG 3YR	1	\$389.80	\$0.00	\$389.80
Year 3	101229	AXON AIR - SKYDIO SPOTLIGHT FOR X10	1	\$53.00	\$0.00	\$53.00
Year 3	101235	AXON AIR - SKYDIO X10 STARTER KIT 2.4/5GHZ CELL IR NA VT300Z	1	\$3,128.24	\$0.00	\$3,128.24
Year 3	101242	AXON AIR - SKYDIO CONNECT LICENSE FOR X10	1	\$2,499.00	\$0.00	\$2,499.00
Year 3	101246	AXON AIR - SKYDIO X10 IN-PERSON TRAINING	1	\$1,800.00	\$0.00	\$1,800.00
Year 3	101251	AXON AIR - SKYDIO X10 CARE SAFE VEHICLE AIRFRAME CELL 3YR	1	\$660.00	\$0.00	\$660.00
Year 3	101254	AXON AIR - SKYDIO CARE FOR X10 WITH CELLULAR 5G 3YR	1	\$660.00	\$0.00	\$660.00
Year 3	101261	AXON AIR - SKYDIO NIGHTSENSE IR FILTER FOR X10	1	\$0.00	\$0.00	\$0.00
Total				\$13,493.24	\$0.00	\$13,493.24

Feb 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	1	\$340.00	\$0.00	\$340.00
Year 4	100551	AXON AIR - DRONESENSE CLOUDSTREAM FOR SKYDIO	1	\$0.00	\$0.00	\$0.00
Year 4	101170	AXON AIR - SKYDIO CARE FOR VT300-Z SENSOR PACKAGE - 3 YR	1	\$389.80	\$0.00	\$389.80
Year 4	101204	AXON AIR - SKYDIO X10 SAFE VT300Z REFRESH	1	\$1,148.60	\$0.00	\$1,148.60
Year 4	101211	AXON AIR - SKYDIO SPEAKER/MIC FOR X10	1	\$64.00	\$0.00	\$64.00
Year 4	101221	AXON AIR - SKYDIO X10 SAFE AIRFRAME CELLULAR REFRESH	1	\$2,360.80	\$0.00	\$2,360.80
Year 4	101224	AXON AIR - SKYDIO X10 CARE SAFE VEHICLE VT300Z SENSORPKG 3YR	1	\$389.80	\$0.00	\$389.80
Year 4	101229	AXON AIR - SKYDIO SPOTLIGHT FOR X10	1	\$53.00	\$0.00	\$53.00
Year 4	101235	AXON AIR - SKYDIO X10 STARTER KIT 2.4/5GHZ CELL IR NA VT300Z	1	\$3,128.24	\$0.00	\$3,128.24
Year 4	101242	AXON AIR - SKYDIO CONNECT LICENSE FOR X10	1	\$2,499.00	\$0.00	\$2,499.00
Year 4	101246	AXON AIR - SKYDIO X10 IN-PERSON TRAINING	1	\$1,800.00	\$0.00	\$1,800.00
Year 4	101251	AXON AIR - SKYDIO X10 CARE SAFE VEHICLE AIRFRAME CELL 3YR	1	\$660.00	\$0.00	\$660.00
Year 4	101254	AXON AIR - SKYDIO CARE FOR X10 WITH CELLULAR 5G 3YR	1	\$660.00	\$0.00	\$660.00
Year 4	101261	AXON AIR - SKYDIO NIGHTSENSE IR FILTER FOR X10	1	\$0.00	\$0.00	\$0.00
Total				\$13,493.24	\$0.00	\$13,493.24

Feb 2029						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	1	\$340.00	\$0.00	\$340.00
Year 5	100551	AXON AIR - DRONESENSE CLOUDSTREAM FOR SKYDIO	1	\$0.00	\$0.00	\$0.00
Year 5	101170	AXON AIR - SKYDIO CARE FOR VT300-Z SENSOR PACKAGE - 3 YR	1	\$389.80	\$0.00	\$389.80
Year 5	101204	AXON AIR - SKYDIO X10 SAFE VT300Z REFRESH	1	\$1,148.60	\$0.00	\$1,148.60
Year 5	101211	AXON AIR - SKYDIO SPEAKER/MIC FOR X10	1	\$64.00	\$0.00	\$64.00
Year 5	101221	AXON AIR - SKYDIO X10 SAFE AIRFRAME CELLULAR REFRESH	1	\$2,360.80	\$0.00	\$2,360.80
Year 5	101224	AXON AIR - SKYDIO X10 CARE SAFE VEHICLE VT300Z SENSORPKG 3YR	1	\$389.80	\$0.00	\$389.80
Year 5	101229	AXON AIR - SKYDIO SPOTLIGHT FOR X10	1	\$53.00	\$0.00	\$53.00
Year 5	101235	AXON AIR - SKYDIO X10 STARTER KIT 2.4/5GHZ CELL IR NA VT300Z	1	\$3,128.24	\$0.00	\$3,128.24
Year 5	101242	AXON AIR - SKYDIO CONNECT LICENSE FOR X10	1	\$2,499.00	\$0.00	\$2,499.00
Year 5	101246	AXON AIR - SKYDIO X10 IN-PERSON TRAINING	1	\$1,800.00	\$0.00	\$1,800.00
Year 5	101251	AXON AIR - SKYDIO X10 CARE SAFE VEHICLE AIRFRAME CELL 3YR	1	\$660.00	\$0.00	\$660.00
Year 5	101254	AXON AIR - SKYDIO CARE FOR X10 WITH CELLULAR 5G 3YR	1	\$660.00	\$0.00	\$660.00
Year 5	101261	AXON AIR - SKYDIO NIGHTSENSE IR FILTER FOR X10	1	\$0.00	\$0.00	\$0.00
Total				\$13,493.24	\$0.00	\$13,493.24

Non-Binding Budgetary Estimate

This Rough Order of Magnitude estimate is being provided for budgetary and planning purposes only. It is non-binding and is not considered a contractable offer for sale of Axon goods or services.

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

