



AGENDA

Rogers City Council

January 14, 2025 - 7:00 PM

Worksession at 5:30 p.m.

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

1.1 Oath of Office for Mayor and Council Members for Their New Terms

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 Rogers Fire Department Relief Association for 2024 Donations

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 December 10, 2024 City Council Meeting Minutes

5.2 Approval of Bills and Claims

5.3 Approval of New On-Sale and Sunday Liquor License for Los Mariachis Mexican Grill, LLC

5.4 Approval of 2025 Massage Establishment License Renewals

- 5.5 Approval of Ordinance 2025-01 Repealing and Replacing the Animal Ordinance and Approval of Resolution 2025-01 Authorizing its Summary Publication
- 5.6 Approval of Resolution 2024-116 Vacating Certain Easements and Right-of-Way at 14000 Veit Place
- 5.7 Approval of Resolution No. 2025-02, A Resolution Approving 2024 Donations
- 5.8 Authorization of the 2024 Audit Engagement Letter
- 5.9 Authorization to Advertise for the Position of Fire Inspector/Educator Position
- 5.10 Approve JPA for Non-Criminal Justice Agency Background Checks for Rogers Fire Department
- 5.11 Approval of Items Related to the Finance Department
 - Accounting Clerk - Payroll Job Description and Authorize Posting
 - Updated Finance Department Job Descriptions
- 5.12 Appointment of Members to the Planning Commission
- 5.13 Approve Streets and Stormwater Crew Lead Position Description and Authorize Posting for Position
- 5.14 Accept Resignation of Firefighter Gerald Castanon
- 5.15 Accept Resignation of Captain Ryon Morgando
- 5.16 Approval of Resolution 2025-03 Final Plat of Big Woods Crossing 3rd Addition and Associated Agreements for the Final Phase of Big Woods Crossing
- 5.17 Approval of Resolution 2025-04 Final Plat of Towns at Fox Creek 3rd Addition and Authorize Execution of Developer's Agreement and Stormwater Agreement.
- 5.18 Approval of Position Description Changes for Community Development Director and City Planner

6. PUBLIC HEARINGS

- 6.1 Consider Resolution 2025-05, Approving Vacations of Certain Easements related to the development of Towns at Fox Creek 3rd Addition.
- 6.2 Consider Resolution 2025-06 Vacation of Drainage and Utility Easements Related to the Kephart Family Lot Combination and Authorize Execution of New Drainage and Utility Easement.

7. GENERAL BUSINESS

7.1 Annual Appointment Process

7.2 Approval of Surveying, Soil Borings, Final Design, and Construction Services for Territorial Park

7.3 Consideration of a Preliminary Plat, Site Plan, and Conditional Use Permit for the Northdale Blvd Light Industrial Development

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

8. CORRESPONDENCE AND REPORTS

9. ADJOURN TO CLOSED SESSION

9.1 Adjourn to Closed Session to Discuss Potential Sale of Real Properties Pursuant to Minnesota Statute 13D.05, Subdivision 3(c); PID 14-120-23-42-0015, PID 14-120-23-42-0021, and PID 14-120-23-21-0023

10. ADJOURN



STAFF REPORT

Meeting Date: January 14, 2025

ROGERS CITY COUNCIL

Agenda Item: 3.1

Subject: Recognize Rogers Fire Department Relief Association for 2024 Donations

Prepared By: Patrick Farrens, Fire Chief

Recommended Council Action

Recognize the Rogers Fire Department Relief Association for Their Continued Work and Donations to the City

Overview / Background / Analysis

The Rogers Fire Department Relief Association conducts charitable gambling through pull tabs at numerous locations throughout Rogers. The RFD Relief Association donates all the money raised back to the city each year to assist with procuring equipment, facility upgrades, and apparatus purchases. Their time and dedication to this endeavor directly impact the service we can provide to our community while keeping a considerable amount of needed money to replace items from affecting the city's tax levy. Members supporting this program are completing this work outside of their required time for call attendance, training, etc.

The formal acceptance of this donation is recognized in Resolution 2025-02.

YearContribution

2021\$
180,000.00
2022\$
195,000.00
2023\$
210,000.00
2024\$
200,000.00
Avg \$
196,250.00

Staff Recommendation

Recognize the Rogers Fire Department Relief Association for Their Continued Work and Donations to the City

Financial Impact: + \$200,000

Source Fund: FUND 403

Budgeted? N/A

Supporting Documentation

None



STAFF REPORT

ROGERS CITY COUNCIL

Meeting Date: January 14, 2025

Agenda Item: 5.1

Subject: Approval of December 10, 2024 City Council Meeting Minutes

Prepared By:

Recommended Council Action

Motion to approve the December 10, 2024 City Council meeting minutes.

Overview / Background / Analysis

Staff Recommendation

Motion to approve the December 10, 2024 City Council meeting minutes.

Financial Impact:

Source Fund:

Budgeted?

Supporting Documentation

A. 12102024min

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, December 10, 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 Kevin Jullie.

Council excused: Amy Enga

2. Open Forum

No one came forward.

3. Presentations

3.1 Recognize Donors for 2024 Shop with a Cop Event

Chief of Police Wills acknowledged the Rogers Lions Club, Vision Transportation, and DiMaggio's Pizza for their generous donations to the 2024 Shop with a Cop Event. Wills also recognized the Finance Department, Council and Staff for their efforts in making the event successful.

3.2 Recognize Election Judges

City Clerk Brown expressed appreciation for all who served as Election Judges, especially those who worked through the Absentee Voting periods, and those who served as Head Judges through a very busy year. Brown noted the increasing popularity of Absentee voting, and growing complexity of election administration in recent years. She recognized all Election Judges, as well as the Public Safety and Parks and Recreation Departments for their roles in holding safe and efficient elections through the year. Mary Schlegel and Judi Volkens received Certificates of Acknowledgment for having each served over 30 years as Judges.

4. Approve Agenda

Councilor Jullie added Item 8.1.

5. Consent Agenda

- 5.1 Approval of the November 26, 2024 City Council Meeting Minutes**
- 5.2 Approval of Bills and Claims**
- 5.3 Canceling the December 24, 2024 Work Session 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 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 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 Work Session at 5:30 p.m. on January 14, 2025 to Discuss the Shoreland Management and Sign Ordinances**

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

6. Public Hearings

None.

7. General Business

7.1 Approval of 2025 Final Budget and Levy Certifications

Finance Director Bruska presented the 2025 budget document, reviewing all categories in detail. She shared details on the General Fund and Special Revenue Funds, with revenues including taxes, charges for services. Expenditures were reviewed, including Personal Services, Supplies, Other Services and Charges, and Capital Outlay. Bruska shared a graph detailing the Utility Funds, including Water, Sewer and Storm Sewer. The Liquor Fund was covered in detail, including continued operations at Rogers Wines and Spirits and the Event Center. The gross profit margin is stable, and annually the Liquor Fund transfers to the General Fund to reduce the property tax levy.

Bruska shared a comparative chart for the 2024/2025 Property Tax Levies, noting decreases in the debt levies. The net levy to taxpayers shows an increase of 13%. Many cities are in the same position with needs for future facilities. Bruska explained the calculation for tax capacity, as well as tax capacity by property type. In total, the City is looking at a 4.86% increase in Tax Capacity for 2025. The Tax Rate formula was presented, as well as the impact on a median value home in Rogers. In comparison with other Hennepin County Cities, the average tax rate is 38.9%, and Rogers remains below average. Bruska provided a breakdown of percentages for taxing districts on Property Tax Statements. The presentation will be made available online, and valuation questions can be directed to Hennepin County Assessor.

Bruska invited questions and comments, acknowledging that in a time of rising costs, both staff and City Council are aware of the impact the Levy and tax rate have on residents. While balancing the need for increased services and future needs, the City Council has adopted a forward-thinking, fiscally responsible approach to achieving the City's goals. Councilor Eiden expressed that no decision is made lightly, and the work that goes into the budget process is appreciated. He added that through many years of single-digit changes in the levy, a bit of a disservice was done. Councilor Klick noted that every new decision is discussed at length, and discussions have become more critical for the reasons Eiden stated. Councilor Jullie commented that in the past, the vision in the budget process may have been more short-term. Bruska invited public comment, and no one came forward.

Councilor Jullie moved, Councilor Eiden seconded a motion to adopt the 2025 Budget. Motion carried 4-0.

Councilor Eiden moved, Councilor Klick seconded a motion approving Resolution 2024-125; setting the 2024 General and Special Levies

7.2 Items Related to Police Department Axon Contract and Axon (UAV) Drone System

Chief of Police Wills shared the two components of this item; a contract renewal with Axon (the City's supplier for body-worn cameras and tasers), and the planned deployment of an unmanned aerial vehicle system for the Rogers Police Department (RPD).

Wills provided an overview of Axon's technology services currently in use by RPD, including body-worn cameras, in-squad video systems, tasers, and electronic evidence storage. He added that the use of body-worn cameras in recent years has yielded extremely positive results. Wills explained that RPD is looking to add Axon's UAV (drone) technology as part of the contract renewal. The use of drones will be guided by State Statute, including the purpose of use, and the Statutory requirement to allow for public comment at a regularly scheduled meeting.

Wills read verbatim the public notice which was posted online beginning on November 22nd, detailing the intention to implement UAV program, the public safety benefits of drone technology, Statuary guidance, as well as the acceptance of public comment on the subject. The RPD accepted public comment via multiple platforms through December 2, 2024, and all written responses have been provided to the City Administrator and the City Council. Public input was overwhelmingly supportive for the program. Wills recommended accepting public comment at this time, and Mayor Ihli invited anyone wishing to speak to come forward.

From the audience, resident Jim Kelley asked who will operate the drones. Chief Wills explained that the operators need to be FAA licensed, and licenses will be attained by a cadre of current Police and Fire Department staff.

Wills reviewed the Axon contract, including the proposed change from the Taser 7 to the Taser 10 technology, Fleet 3/Automatic License Readers (ALPR), the addition of an interview/camera system (with additional cameras in high-risk areas), and the addition of the AXON Air (UAV) drone system. Wills reviewed the financial impact and considerations, with a total cost of \$677,839 over the 5-year term. This would be a budget-neutral expense, as the 24th sworn Officer will not be sworn in until Q2 2025.

Councilor Eiden noted that while the drone equipment is not cheap, this is valuable technology. He referenced a recent missing person incidence in Crow-Hassan Park, noting it may have been easier to find someone with a drone.

Councilor Klick moved, Councilor Jullie seconded a motion approving renewal of a 5-year contract with Axon for 2025-2029 as presented. Motion carried 4-0.

8. Correspondence and Reports

8.1 Acknowledgement for Mayor Ihli

Councilor Jullie recognized Mayor Ihli's many years of service as Mayor, Councilor, and Planning Commissioner, noting his care for the City and all he has contributed. Councilor Eiden expressed that it's been a pleasure to serve with Ihli, and he has been a tremendous ambassador for the City on Council and with the Rogers Lions. Councilor Klick thanked Mayor Ihli for his mentorship, and many contributions to the community.

Councilor Jullie presented a Certificate of Appreciation to Mayor Ihli on behalf of the residents, Council and City Staff.

9. Adjourn to Closed Session

Council adjourned to Closed Session at 7:54 p.m. to conduct the annual performance review of City Administrator Stahmer.

The regular meeting reconvened at 8:17 p.m.

10. Adjourn

Mayor Ihli adjourned the meeting at 8:17 p.m.

Respectfully submitted,
Stacie Brown
City Clerk



STAFF REPORT

ROGERS CITY COUNCIL

Meeting Date: January 14, 2025

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. 12-06-2024 Checks # 94090-94151 & ACH Payments
- C. 12-13-2024 Checks # 94152-94159 - UB Overpayments
- D. 12-13-2024 Check # 94160 - UB Overpayment
- E. 12-13-2024 Checks #94161-94231 & ACH Payments
- F. 12-20-2024 Checks # 94232-94303 & ACH Payments
- G. 12-31-2024 Checks # 94305-94349 & ACH Payments
- H. November Purchasing Cards

CITY OF ROGERS
01.14.2025 CITY COUNCIL MEETING
OPERATING ACCOUNTS - ADDITIONAL CLAIMS PAID/TO BE PAID

City Payroll Checks, Taxes & Misc Fees Paid

12/12/2024 ADP Child Support/Garnishment	814.41
12/26/2024 ADP Child Support/Garnishment	814.11
12/12/2024 ADP Direct Deposits	239,475.58
12/26/2024 ADP Direct Deposits	369,484.95
12/13/2024 ADP Fees	1,725.40
12/13/2024 ADP Fees	1,167.75
12/13/2024 ADP Fees	943.50
12/12/2024 ADP Payroll Taxes	93,078.21
12/26/2024 ADP Payroll Taxes	142,774.39
1/6/2025 Humana (Employee Paid Supplemental Plan)	397.44
12/24/2024 Colonial Life (Employee Paid Supplemental Plan)	227.58
12/24/2024 Further FSA/DCAP - B. Angell & A. Dupic	547.31
12/11/2024 Further FSA/DCAP - A. Dupic	1,455.44
12/4/2024 Further FSA/DCAP - L. Pettis, K. Tomasko & B. Angell	1,051.41
12/16/2024 ICMA Deferred Compensation	2,346.14
12/30/2024 ICMA Deferred Compensation	2,346.14
12/5/2024 Optum Health Plan Fund	5,766.57
12/24/2024 Optum Health Plan Fund	5,376.57
1/2/2025 Optum Health Plan Fund - S. Blasko	280.00
1/3/2025 Optum Health Plan Fund	214,500.00
12/20/2024 PERA	72,771.14
12/27/2024 PERA	66,970.70
12/16/2024 State of MN HCSP	3,397.37
12/16/2024 State of MN - Deferred Comp	9,803.65
12/5/2024 Standard Life Insurance - December	1,592.10
1/3/2025 Standard Life Insurance - January	1,653.20
12/5/2024 The Hartford - December	1,916.20
1/6/2025 The Hartford - January	2,046.44
Payroll & Misc Fee Expenditures	1,244,723.70

City Checks & ACH Paid

12/6/2024 City Checks & ACH Paid (94090-94151)	934,896.57
12/13/2024 City Checks (94152-94159)	415.64
12/13/2024 City Checks (94160)	597.44
12/13/2024 City Checks & ACH Paid (94161-94231)	386,477.46
12/20/2024 City Checks & ACH Paid (94232-94303)	735,712.03
12/31/2024 City Checks & ACH Paid (94305-94349)	242,425.05
City Check & ACH Expenditures	2,300,524.19

City Misc ACH/Wires Paid

1/2/2025 Credit Card Fees City	5,816.73
12/16/2024 Civic Pay ACH Fees Utility Billing	50.86
1/2/2025 Civic Pay Fees Utility Billing	4,330.19
12/11/2024 WT - Bond Trust Services - 2014A G.O Bond Payment	146,363.75
12/11/2024 WT - Bond Trust Services - 2015A G.O Bond Payment	506,306.25
11/19/2024 US Bank Credit Cards - November	63,131.83
1/3/2025 Finny Sports Payments Credit Card Fees RAC	1,014.43
1/3/2025 Payment Services Network Processing Fees	374.05
12/11/2024 Wells Fargo Client Analysis Fees	1,644.15
12/18/2024 MNDOR - City Sales Tax	2,339.00
12/13/2024 MNDOR - Water Sales Tax	2,221.00
City ACH/Wire Expenditures	733,592.24

City Total To Be Approved

4,278,840.13

Liquor Misc ACH/Wires Paid

12/26/2024 RWAS Credit Card Annual Fee	17.00
1/3/2025 Credit Card Processing Fees - RWAS	7,591.27
1/3/2025 Credit Card Processing Fees - RWAS	568.83
1/3/2025 Credit Card Interchange Fees- RWAS	149.56
12/13/2024 MNDOR - Liquor Sales Tax	43,692.00
Liquor ACH/Wire Expenditures	52,018.66

Liquor Total to Be Approved

52,018.66

Accounts Payable

Computer Check Proof List by Vendor

User: mrathlisberger@rogersmn.gov
Printed: 12/06/2024 - 8:52AM
Batch: 00001.12.2024



Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: acrst 26656	Across the Street Productions Blue Card Renewal - Brennan	125.00	12/06/2024	Check Sequence: 1 207-420-2210-44360-0000	ACH Enabled: False
	Check Total:	125.00			
Vendor: actfl 17410	Action Fleet Inc New Squad Build 6842	15,681.51	12/06/2024	Check Sequence: 2 400-420-2100-45500-0000	ACH Enabled: False
17419	Tear Out Of Old Squad - New Squad Build - 684	617.50	12/06/2024	400-420-2100-45500-0000	
	Check Total:	16,299.01			
Vendor: adain 4023140	Adam's Pest Control Inc RAC Commercial Pest Control - 11/14/24	75.00	12/06/2024	Check Sequence: 3 205-450-5205-43100-0000	ACH Enabled: True
	Check Total:	75.00			
Vendor: altbu 70554	Alternative Business Furniture, Inc. Furniture For PD Kitchen Remodel	6,342.80	12/06/2024	Check Sequence: 4 206-420-2100-45200-0000	ACH Enabled: False
	Check Total:	6,342.80			
Vendor: amerp 146255	American Pressure Inc RINSE AWAY-5	23.87	12/06/2024	Check Sequence: 5 100-430-3000-42160-0000	ACH Enabled: True
146255	BLUE TORNADO-1 Blue Tornado 1 Gallon	594.15	12/06/2024	100-430-3000-42160-0000	
	Check Total:	618.02			
Vendor: artpa 20274	Art Partners Group Graphics-St 2	3,538.15	12/06/2024	Check Sequence: 6 449-420-2210-45200-2209	ACH Enabled: False
	Check Total:	3,538.15			
Vendor: aspmi	Aspen Mills			Check Sequence: 7	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
342880	Uniform Shirts - Carlson	170.49	12/06/2024	100-420-2100-42180-0000	
343168	Uniform Shirts - Tomasko	171.54	12/06/2024	100-420-2100-42180-0000	
343751	Uniform Shirt Embroidery - Hunt	33.70	12/06/2024	100-420-2100-42180-0000	
	Check Total:	375.73			
Vendor: fids	Avesis Third Party Administrators			Check Sequence: 8	ACH Enabled: False
3146215	EE Paid Vision Insurance - December 2024	316.56	12/06/2024	100-000-0000-21770-0000	
	Check Total:	316.56			
Vendor: axoen	Axon Enterprise, Inc			Check Sequence: 9	ACH Enabled: True
INUS300586	Year 4 2025 Axon Contract Jan-June 2025	42,243.00	12/06/2024	100-000-0000-15500-0000	
INUS300586	Year 4 2024 Axon Contract July-Dec 2024	42,243.00	12/06/2024	100-420-2100-44120-0000	
	Check Total:	84,486.00			
Vendor: belco	Bellboy Corporation			Check Sequence: 10	ACH Enabled: True
0205778700	Liquor	1,092.98	12/06/2024	609-497-9760-42510-0000	
	Check Total:	1,092.98			
Vendor: betbev	Better Bev Co LLC			Check Sequence: 11	ACH Enabled: False
2024/01626	THC	1,500.00	12/06/2024	609-497-9760-42535-0000	
	Check Total:	1,500.00			
Vendor: borst	Border States Industries, Inc.			Check Sequence: 12	ACH Enabled: True
929471905	EPVC SCH40 Conduit & Fittings	790.13	12/06/2024	410-450-5200-45300-2104	
	Check Total:	790.13			
Vendor: boytr	Boyer Ford Trucks, Inc.			Check Sequence: 13	ACH Enabled: True
093P24614	HDX GC3030LCW BRAKE CHAMBERWELD	184.66	12/06/2024	100-430-3000-42103-0000	
16665	Heated Windshield Unavailable Credit	-825.00	12/06/2024	400-430-3000-45500-0000	
16665	'25 Elite WST 47X Chassis VIN: 5KKABPFESS	127,525.00	12/06/2024	400-430-3000-45500-0000	
	Check Total:	126,884.66			
Vendor: Wirbe	BreakThru Beverage Minnesota Wine & Sprirts			Check Sequence: 14	ACH Enabled: True
118667651	Wine	162.90	12/06/2024	609-497-9760-42530-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
118667651	Liquor	3,124.96	12/06/2024	609-497-9760-42510-0000	
118667651	Mix	25.45	12/06/2024	609-497-9760-42540-0000	
	Check Total:	3,313.31			
Vendor: cabcl	Cable Cloud			Check Sequence: 15	ACH Enabled: True
CC26126	FD 1 Cabling Project	4,370.75	12/06/2024	400-410-1330-43190-0000	
CC26126	FD 1 Cabling Project	-4,370.75	12/06/2024	400-000-0000-10100-4005	
CC26126	FD 1 Cabling Project	4,370.75	12/06/2024	400-000-0000-10100-0000	
	Check Total:	4,370.75			
Vendor: canre	Canteen Refreshment Services			Check Sequence: 16	ACH Enabled: False
MSP113185	RAC Concessions	735.99	12/06/2024	205-450-5205-42550-0000	
	Check Total:	735.99			
Vendor: capbe	Capitol Beverage			Check Sequence: 17	ACH Enabled: True
3026520	Wine Credit	-225.60	12/06/2024	609-497-9760-42530-0000	
3063802	THC	2,000.00	12/06/2024	609-497-9760-42535-0000	
	Check Total:	1,774.40			
Vendor: cdwgo	CDW Government			Check Sequence: 18	ACH Enabled: False
AB3849T	Adobe Acrobat License	99.99	12/06/2024	100-420-2100-43190-0000	
AB45X4L	St 2 Network Card	341.13	12/06/2024	449-420-2210-45200-2209	
	Check Total:	441.12			
Vendor: cenen	CenterPoint Energy Resources Corp.			Check Sequence: 19	ACH Enabled: False
5478083-8	RWAS Gas October	97.71	12/06/2024	609-497-9760-43830-0000	
	Check Total:	97.71			
Vendor: embpw	Century Link			Check Sequence: 20	ACH Enabled: False
313975749	TELEPHONE SERVICE - WTR November	61.74	12/06/2024	601-494-9440-43210-0000	
313975749	TELEPHONE SERVICE - RAC November	193.16	12/06/2024	205-450-5205-43210-0000	
313975749	TELEPHONE SERVICE - PW November	239.01	12/06/2024	100-430-3000-43210-0000	
313975749	TELEPHONE SERVICE - SWR November	55.39	12/06/2024	602-495-9490-43210-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	549.30			
Vendor: berbe	Chas. A. Bernick, Inc.			Check Sequence: 21	ACH Enabled: False
10286519	THC	2,089.80	12/06/2024	609-497-9760-42535-0000	
10286521	Beer	384.50	12/06/2024	609-497-9760-42520-0000	
10289104	THC	226.00	12/06/2024	609-497-9760-42535-0000	
10289105	NA	19.20	12/06/2024	609-497-9760-42540-0000	
10289105	Beer	638.70	12/06/2024	609-497-9760-42520-0000	
	Check Total:	3,358.20			
Vendor: cinco	Cintas Corporation			Check Sequence: 22	ACH Enabled: True
4211984840	RWAS Mats & Towels 11/19/24	116.68	12/06/2024	609-497-9760-43100-0000	
4211985097	CR Floor Mats 11/19/24	8.86	12/06/2024	100-410-1941-44060-0000	
4212206590	Uniform - Gen'l. Gov't. Bldgs 11/20/24	2.95	12/06/2024	100-410-1940-42180-0000	
4212206590	Uniform - Janitorial 11/20/24	2.24	12/06/2024	100-410-1940-44060-0000	
4212206590	Uniform - SWR 11/20/24	6.02	12/06/2024	602-495-9490-42180-0000	
4212206590	Uniform - PK 11/20/24	14.73	12/06/2024	100-450-5200-42180-0000	
4212206590	Mats & Towels 11/20/24	45.34	12/06/2024	100-430-3000-44060-0000	
4212206590	Uniform - WTR 11/20/24	6.02	12/06/2024	601-494-9440-42180-0000	
4212206590	Uniform - PW 11/20/24	25.04	12/06/2024	100-430-3000-42180-0000	
	Check Total:	227.88			
Vendor: citen	City of Coon Rapids			Check Sequence: 23	ACH Enabled: False
AR-0000014550	SEALCOATING/LEGAL COSTS 2024	1,271.50	12/06/2024	100-430-3120-42240-0000	
	Check Total:	1,271.50			
Vendor: citmo	City of Monticello			Check Sequence: 24	ACH Enabled: True
0034806	Animal Control/Boarding - Sept/Oct 2024	194.00	12/06/2024	100-420-2100-43100-0000	
	Check Total:	194.00			
Vendor: cit	Computer Integration Technologies Inc			Check Sequence: 25	ACH Enabled: True
389039	Endpoint Detection Monthly Service December	463.50	12/06/2024	100-410-1330-43190-0000	
	Check Total:	463.50			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: mnpip	Core & Main LP			Check Sequence: 26	ACH Enabled: False
INV0011850	Rhino Jake 8lb Manhole Lid Extractor/Sledge	508.99	12/06/2024	100-410-1950-42105-0000	
	Check Total:	508.99			
Vendor: crowr	Crow River Farm Equipment			Check Sequence: 27	ACH Enabled: True
211099	2.5" OD X 11 Galvanized Pipe	51.47	12/06/2024	100-420-2100-42102-0000	
	Check Total:	51.47			
Vendor: dahdi	Dahlheimer Distributing Co.			Check Sequence: 28	ACH Enabled: True
2326553	Beer	612.10	12/06/2024	609-497-9760-42520-0000	
2326553	THC	375.00	12/06/2024	609-497-9760-42535-0000	
2328516	Beer	7,224.22	12/06/2024	609-497-9760-42520-0000	
2331463	Beer	625.10	12/06/2024	609-497-9760-42520-0000	
2331463	Liquor	198.00	12/06/2024	609-497-9760-42510-0000	
2331751	Muni Bar Beer Credit	-729.60	12/06/2024	609-497-9770-42520-0000	
2331751	Muni Bar Mix Credit	-38.80	12/06/2024	609-497-9770-42540-0000	
2333727	Beer	327.20	12/06/2024	609-497-9760-42520-0000	
2333727	Liquor	41.55	12/06/2024	609-497-9760-42510-0000	
2333727	THC	3,628.55	12/06/2024	609-497-9760-42535-0000	
2333728	Beer	2,536.80	12/06/2024	609-497-9760-42520-0000	
2333728	Pallet Deposits For Cooler	125.00	12/06/2024	609-497-9760-44100-0000	
	Check Total:	14,925.12			
Vendor: dehfam	Dehmer Family Construction LLC			Check Sequence: 29	ACH Enabled: False
11012024	2024 PD Kitchen Remodel - Pay App 2 Final	3,938.40	12/06/2024	206-420-2100-45200-0000	
	Check Total:	3,938.40			
Vendor: depem	Department of Employment & Economic Development			Check Sequence: 30	ACH Enabled: False
CDAP170010HFY18	DEED MIF Loan Repayment APT - 10/2024	2,751.91	12/06/2024	200-465-6500-44600-0000	
CDAP170010HFY18	DEED MIF Loan Repayment APT - 11/2024	2,751.91	12/06/2024	200-465-6500-44600-0000	
CDAP170010HFY18	DEED MIF Loan Repayment APT - 12/2024	2,751.92	12/06/2024	200-465-6500-44600-0000	
CDAP170010HFY18	DEED MIF Loan Repayment APT - 09/2024	2,751.91	12/06/2024	200-465-6500-44600-0000	
CDAP170010HFY18	DEED MIF Loan Repayment APT - 08/2024	2,751.91	12/06/2024	200-465-6500-44600-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	13,759.56			
Vendor: destr 25447	Design Tree Engineering & Land Surveying Work On South Community Park Site Improvem	370.00	12/06/2024	Check Sequence: 31 410-450-5200-43030-2104	ACH Enabled: False
	Check Total:	370.00			
Vendor: cldis 2008297	Dick Family Inc. Beer	769.50	12/06/2024	Check Sequence: 32 609-497-9760-42520-0000	ACH Enabled: True
	Check Total:	769.50			
Vendor: drili 11212024	Driver License Division ND DL Check - Officer Applicant	3.00	12/06/2024	Check Sequence: 33 100-420-2100-43140-0000	ACH Enabled: False
	Check Total:	3.00			
Vendor: dunham 20253188	Dunham Work On Rogers Fire Station 2	2,110.00	12/06/2024	Check Sequence: 34 449-420-2210-43030-2209	ACH Enabled: False
	Check Total:	2,110.00			
Vendor: ecmpu 1024284	ECM Publishers, Inc. PHN- Veit Easement Vacation 11.26.24	224.00	12/06/2024	Check Sequence: 35 100-410-1910-43520-0000	ACH Enabled: True
	Check Total:	224.00			
Vendor: ecsi 24111103	ECSI System Integrators Door Access Software Service Call	195.00	12/06/2024	Check Sequence: 36 100-410-1330-43100-0000	ACH Enabled: False
	Check Total:	195.00			
Vendor: facmo 1-10266239	Elliot Auto Supply Co, Inc. WIX WL10255 Oil Filters	42.24	12/06/2024	Check Sequence: 37 100-430-3000-42103-0000	ACH Enabled: False
1-10278096	DEL 12623757 12623757 FILTER-VLV LFTR -	7.89	12/06/2024	100-420-2100-42103-0000	
128-205161	KIT-BRAKE LINING	127.00	12/06/2024	100-420-2100-42103-0000	
128-205161	ROTOR ASY - BRAKE (P)	204.00	12/06/2024	100-420-2100-42103-0000	
128-205173	FVP SF-/1 STARTING FLUID	49.68	12/06/2024	100-430-3000-42160-0000	
128-205253	DEL 214-2149 Vapor Canister (SLP)-'05 Yukon	24.58	12/06/2024	100-420-2210-42103-0000	
128-205253	DEL 214-1105 Vapor Canister (SLP-1)-'05 Yuko	31.25	12/06/2024	100-420-2210-42103-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	486.64			
Vendor: emeap 134330	Emergency Apparatus Main. Inc. E11-Generator	565.38	12/06/2024	Check Sequence: 38 100-420-2210-44040-0000	ACH Enabled: False
	Check Total:	565.38			
Vendor: fireq 21277	FES Inc Gear-Bebeau	4,249.99	12/06/2024	Check Sequence: 39 100-420-2210-42106-0000	ACH Enabled: True
	Check Total:	4,249.99			
Vendor: finwa 1460017	Finken Water Centers Hassan Hall Water Softener December 2024	18.00	12/06/2024	Check Sequence: 40 100-410-1940-42100-0000	ACH Enabled: True
	Check Total:	18.00			
Vendor: flev 02386-00	Fletcher Development ROW & Easement (Perm + Temp) For Fletcher I	31,400.00	12/06/2024	Check Sequence: 41 402-000-0000-10100-0000	ACH Enabled: False
02386-00	ROW & Easement (Perm + Temp) For Fletcher I	-31,400.00	12/06/2024	402-000-0000-10100-5000	
02386-00	ROW & Easement (Perm + Temp) For Fletcher I	31,400.00	12/06/2024	402-430-3121-45300-1409	
	Check Total:	31,400.00			
Vendor: gjawn 504935	G & J Awning and Canvas, Inc New PD Awnings - Police/Booking Room Doors	4,314.00	12/06/2024	Check Sequence: 42 100-420-2100-42105-0000	ACH Enabled: False
	Check Total:	4,314.00			
Vendor: glatas 86125	GlassTastic LLC Replacement For Broken Windshield - Squad 68	785.00	12/06/2024	Check Sequence: 43 100-420-2100-44040-0000	ACH Enabled: False
	Check Total:	785.00			
Vendor: mires ORD-12876	Global Reserve THC	2,587.00	12/06/2024	Check Sequence: 44 609-497-9760-42535-0000	ACH Enabled: True
	Check Total:	2,587.00			
Vendor: greco 32580	Greystone Construction Company Construction Of New Salt Shed	180,565.00	12/06/2024	Check Sequence: 45 400-430-3000-45200-2407	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	180,565.00			
Vendor: guape	Guardian Pest Solutions, Inc.			Check Sequence: 46	ACH Enabled: False
2618280	FD Pest Control 11/2024	16.46	12/06/2024	100-420-2210-43100-0000	
2618280	CR Pest Control 11/2024	20.94	12/06/2024	100-410-1941-43100-0000	
2618817	Hassan Town Tall Pest Control November 2024	33.60	12/06/2024	100-410-1940-43100-0000	
	Check Total:	71.00			
Vendor: hlmes	H & L Mesabi Company			Check Sequence: 47	ACH Enabled: False
13958	31 - PS2244-28FS Pacal 2000 Carbide Bit (65/B	310.00	12/06/2024	100-430-3120-42103-0000	
13958	69 -PC PS2244-28FS Pacal 2000 Grader Pick - 6	690.00	12/06/2024	100-430-3120-42103-0000	
	Check Total:	1,000.00			
Vendor: hawch	Hawkins Inc.			Check Sequence: 48	ACH Enabled: False
6923100	Chlorine Hydrofluosilicic Acid LPC-5	6,588.85	12/06/2024	601-494-9440-42160-0000	
	Check Total:	6,588.85			
Vendor: hencosh	Hennepin County Accounts Receivable			Check Sequence: 49	ACH Enabled: False
1000235360	Jail Per Diem - September 2024	1,326.00	12/06/2024	100-420-2100-43100-0000	
1000235410	Jail Per Diem - October 2024	768.04	12/06/2024	100-420-2100-43100-0000	
	Check Total:	2,094.04			
Vendor: hencofca	Hennepin County Fire Chiefs Assoc			Check Sequence: 50	ACH Enabled: False
24-056	Blue Card-Bebau Ende Hudson	1,275.00	12/06/2024	207-420-2210-44360-0000	
	Check Total:	1,275.00			
Vendor: hordr	D.R. Horton			Check Sequence: 51	ACH Enabled: False
RNC24-000395	Water Fee - 13625 Ringneck Way	800.00	12/06/2024	407-430-3300-37150-0000	
RNC24-000395	RSAC Fee - 13625 Ringneck Way	900.00	12/06/2024	408-430-3330-37270-0000	
RNC24-000395	Site Fee - 13625 Ringneck Way	275.00	12/06/2024	100-410-1950-34110-0000	
	Check Total:	1,975.00			
Vendor: ideal	Ideal Printers			Check Sequence: 52	ACH Enabled: True
000043989	Business Cards For Stacy Scharber	57.00	12/06/2024	100-410-1325-42000-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
000043989	Business Cards For Devon Bainey	57.00	12/06/2024	100-410-1330-42000-0000	
	Check Total:	114.00			
Vendor: indchu	Influence Church			Check Sequence: 53	ACH Enabled: False
762404	Damage Deposit Refund - Influence Church 11/2	300.00	12/06/2024	100-000-0000-22000-0000	
	Check Total:	300.00			
Vendor: innof	Innovative Office Solutions LLC			Check Sequence: 54	ACH Enabled: False
IN4702152	Hand Towels	289.90	12/06/2024	100-420-2100-42100-0000	
	Check Total:	289.90			
Vendor: intinc	Intereum Inc			Check Sequence: 55	ACH Enabled: True
213615	Audio Program & Install St 2	52,569.05	12/06/2024	449-420-2210-45200-2209	
	Check Total:	52,569.05			
Vendor: piopr	iPROMOTEu			Check Sequence: 56	ACH Enabled: False
2342888P18	Custodian Uniform Shirts	257.73	12/06/2024	100-410-1940-42100-0000	
	Check Total:	257.73			
Vendor: jacsm	Jack's Small Engine, Inc.			Check Sequence: 57	ACH Enabled: False
7155	BR808656 Fuel Pump For #25-001	23.95	12/06/2024	100-450-5200-42103-0000	
	Check Total:	23.95			
Vendor: johbr	Johnson Brothers Liquor Co.			Check Sequence: 58	ACH Enabled: False
2663623	Liquor	2,136.20	12/06/2024	609-497-9760-42510-0000	
2663624	Wine	1,208.50	12/06/2024	609-497-9760-42530-0000	
2665249	Liquor	166.84	12/06/2024	609-497-9760-42510-0000	
2665250	Wine	257.25	12/06/2024	609-497-9760-42530-0000	
2665251	Liquor	2,717.50	12/06/2024	609-497-9760-42510-0000	
2665283	Liquor	2,389.98	12/06/2024	609-497-9760-42510-0000	
2665284	Wine	1,383.00	12/06/2024	609-497-9760-42530-0000	
2665285	Liquor	495.95	12/06/2024	609-497-9760-42510-0000	
2670119	Liquor	1,149.24	12/06/2024	609-497-9760-42510-0000	
2670120	Wine	600.25	12/06/2024	609-497-9760-42530-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
2670152	Liquor	7,917.43	12/06/2024	609-497-9760-42510-0000	
2670153	Liquor	718.10	12/06/2024	609-497-9760-42510-0000	
2670154	Wine	5,302.29	12/06/2024	609-497-9760-42530-0000	
2670155	Mix	136.75	12/06/2024	609-497-9760-42540-0000	
3726050	THC	264.00	12/06/2024	609-497-9760-42535-0000	
6879627	Wine	236.15	12/06/2024	609-497-9760-42530-0000	
6879656	Liquor	249.25	12/06/2024	609-497-9760-42510-0000	
6879657	Wine	1,004.80	12/06/2024	609-497-9760-42530-0000	
6879658	Mix	179.50	12/06/2024	609-497-9760-42540-0000	
6883524	Liquor	348.68	12/06/2024	609-497-9760-42510-0000	
6883525	Wine	158.20	12/06/2024	609-497-9760-42530-0000	
6883563	Liquor	499.77	12/06/2024	609-497-9760-42510-0000	
6883564	Wine	1,685.80	12/06/2024	609-497-9760-42530-0000	
6883565	Mix	42.00	12/06/2024	609-497-9760-42540-0000	
7496253	Wine	268.10	12/06/2024	609-497-9760-42530-0000	
7496258	Wine	1,303.45	12/06/2024	609-497-9760-42530-0000	
7497193	Wine	1,114.38	12/06/2024	609-497-9760-42530-0000	
Check Total:		33,933.36			
Vendor: shagr	Kelbro Company			Check Sequence: 59	ACH Enabled: False
3090059	Ice	112.68	12/06/2024	609-497-9760-42570-0000	
3093912	Muni Pop System Rent November	90.08	12/06/2024	609-497-9770-44100-0000	
Check Total:		202.76			
Vendor: kengr	Kennedy & Graven, Chartered			Check Sequence: 60	ACH Enabled: False
RG135-00001	Veit Mining IUP October 2024	1,248.75	12/06/2024	100-410-1325-43040-8150	
RG135-00001	General Municipal Matters October 2024	2,493.50	12/06/2024	100-410-1325-43040-0000	
RG135-00097	Stieg Woods October 2024	168.00	12/06/2024	404-450-5200-43040-2303	
RG135-00098	Xcel Electric Franchise & Fee Ordinance Oct 20	400.00	12/06/2024	100-410-1325-43040-0000	
RG135-00109	Sale Of Rogers Muni Bar To Craft & Crew Oct 2	300.00	12/06/2024	609-497-9770-43040-0000	
RG135-00112	Northland Addition (Cote Property) October 202	258.00	12/06/2024	100-410-1325-43040-8150	
RG135-00113	Fletcher Bypass Matter October 2024	3,204.99	12/06/2024	402-430-3121-43040-1409	
RG135-00113	Fletcher Bypass Matter October 2024	3,204.99	12/06/2024	402-000-0000-10100-0000	
RG135-00113	Fletcher Bypass Matter October 2024	-3,204.99	12/06/2024	402-000-0000-10100-5000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
RG135-00114	Veit Headquarters October 2024	492.00	12/06/2024	100-410-1325-43040-8150	
	Check Total:	8,565.24			
Vendor: komvi	Vidhya Kommineni			Check Sequence: 61	ACH Enabled: False
745949	RAC Damage Deposit Refund - V. Kommineni 1	200.00	12/06/2024	100-000-0000-22000-0000	
	Check Total:	200.00			
Vendor: lels	Law Enforcement Labor Services, Inc.			Check Sequence: 62	ACH Enabled: True
December 2024	December 2024 Union Dues	1,128.00	12/06/2024	100-000-0000-21709-0000	
December 2024	December 2024 Union Dues	282.00	12/06/2024	100-000-0000-21709-0000	
	Check Total:	1,410.00			
Vendor: lawpr	Lawson Products			Check Sequence: 63	ACH Enabled: False
9312020256	Stainless Steel Screws & Washers	150.27	12/06/2024	100-430-3000-42100-0000	
9312027276	Hex Cap Screws Hex Nuts Lock & Flat Washers	156.86	12/06/2024	100-430-3120-42260-0000	
	Check Total:	307.13			
Vendor: lenfa	Lennar Family of Builders			Check Sequence: 64	ACH Enabled: False
RNC24-00428	Surcharge Fee	36.29	12/06/2024	100-000-0000-22020-0000	
RNC24-00428	Plan Check	265.72	12/06/2024	100-420-2400-32213-0000	
RNC24-00428	Building Permit Fee	408.80	12/06/2024	100-420-2400-32210-0000	
	Check Total:	710.81			
Vendor: lexll	Lexipol LLC			Check Sequence: 65	ACH Enabled: False
INVLEX11244344	Ann'l LE Police Manual & Bulletins 1/1/25-12/3	7,311.70	12/06/2024	100-000-0000-15500-0000	
	Check Total:	7,311.70			
Vendor: litfa	Little Falls Machine, Inc.			Check Sequence: 66	ACH Enabled: False
372027	TSZ202056-00 POLY SPINNER HUB W/ 4 BO	202.32	12/06/2024	100-430-3120-42103-0000	
	Check Total:	202.32			
Vendor: mamun	M Amundson Cigar & Candy Co LLP			Check Sequence: 67	ACH Enabled: True
392876	Tobacco	1,637.65	12/06/2024	609-497-9760-42560-0000	
392876	Shot Glasses & Tubes	100.22	12/06/2024	609-497-9760-42580-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	1,737.87			
Vendor: cleri	McDonald Distributing Company			Check Sequence: 68	ACH Enabled: True
776633	Liquor	1,550.50	12/06/2024	609-497-9760-42510-0000	
776633	THC	1,849.30	12/06/2024	609-497-9760-42535-0000	
776633	Beer	38.25	12/06/2024	609-497-9760-42520-0000	
777032	Liquor Credit	-9.42	12/06/2024	609-497-9760-42510-0000	
777774	THC	436.50	12/06/2024	609-497-9760-42535-0000	
	Check Total:	3,865.13			
Vendor: mcdk9	Mark J McDonough			Check Sequence: 69	ACH Enabled: False
24-031	New Police K-9 And Training	18,500.00	12/06/2024	400-000-0000-15501-0000	
	Check Total:	18,500.00			
Vendor: menar	Menards, Inc.			Check Sequence: 70	ACH Enabled: True
40399	12" SS SQUEEGEE	11.98	12/06/2024	100-410-1940-42102-0000	
40399	ZEP NEUTRAL FLOOR CLEANER	25.96	12/06/2024	100-410-1940-42102-0000	
40399	RAZOR BLADE SCRAPER	3.29	12/06/2024	100-410-1940-42102-0000	
40459	SIDING REMOVAL TOOLS	17.98	12/06/2024	100-450-5200-42105-0000	
40610	PREM 7.5K WATT GARAGE HTR	224.99	12/06/2024	601-494-9440-42102-0000	
40610	28A 240V THERMOSTAT	17.99	12/06/2024	601-494-9440-42102-0000	
40610	900LM PRIME HNDHLD WRKLT	49.99	12/06/2024	601-494-9440-42105-0000	
40610	2PK FLDG&QC UTILITY KNIFE	8.98	12/06/2024	601-494-9440-42105-0000	
	Check Total:	361.16			
Vendor: metwe	Metro West Inspection Services			Check Sequence: 71	ACH Enabled: True
4367	October 2024 Building Inspections	122,299.65	12/06/2024	100-420-2400-43110-0000	
	Check Total:	122,299.65			
Vendor: metcou	Metropolitan Council Environmental Services			Check Sequence: 72	ACH Enabled: True
0001180226	January 2025 METC Services	113,442.32	12/06/2024	602-000-0000-15500-0000	
	Check Total:	113,442.32			
Vendor: mindehe	Minn. Dept. of Health			Check Sequence: 73	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
4th Qtr 2024	4th Qtr. Comm Water Service Connection Fee	8,505.00	12/06/2024	601-494-9440-44080-0000	
	Check Total:	8,505.00			
Vendor: minhi 337900-11104	MN Highway Safety & Research EVOC/PIT Refresher Training - Doiron & Wilho	1,050.00	12/06/2024	Check Sequence: 74 100-420-2100-44360-0000	ACH Enabled: False
	Check Total:	1,050.00			
Vendor: napa 369883	NAPA Auto Parts CBC401-iB CIR BRKR	3.70	12/06/2024	Check Sequence: 75 100-430-3000-42103-0000	ACH Enabled: False
	Check Total:	3.70			
Vendor: nbh 2405	Nothing But Hemp LLC THC	1,392.00	12/06/2024	Check Sequence: 76 609-497-9760-42535-0000	ACH Enabled: True
	Check Total:	1,392.00			
Vendor: pauso 251866	Paustis & Sons Wine	464.00	12/06/2024	Check Sequence: 77 609-497-9760-42530-0000	ACH Enabled: True
	Check Total:	464.00			
Vendor: reifo 356929	Performance Food Group Tortilla Chips	48.36	12/06/2024	Check Sequence: 78 205-450-5205-42550-0000	ACH Enabled: False
	Check Total:	48.36			
Vendor: pomti 700068775	Pomp's Tire Service Inc. 255/60VR18 GY ENFORCER POLICE AW TIR	584.00	12/06/2024	Check Sequence: 79 100-420-2100-42103-0000	ACH Enabled: True
	Check Total:	584.00			
Vendor: premr IN200-2001767	PreCise MRM LLC 5MB Flat Data Plan US With NAF C-US-5MB	240.00	12/06/2024	Check Sequence: 80 100-430-3120-43190-0000	ACH Enabled: True
	Check Total:	240.00			
Vendor: legsh 152672	Pre-Paid Legal Services, Inc EE Paid Insurance Premiums - November 2024	31.90	12/06/2024	Check Sequence: 81 100-000-0000-21751-0000	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	31.90			
Vendor: repse	Republic Services #899			Check Sequence: 82	ACH Enabled: False
0899-004607417	RWAS Trash October	576.49	12/06/2024	609-497-9760-43840-0000	
0899-004607507	Muni Trash October	493.95	12/06/2024	609-497-9770-43840-0000	
0899-004607525	Hassan Town Hall - Garbage October	77.74	12/06/2024	100-410-1940-43840-0000	
	Check Total:	1,148.18			
Vendor: mcdmu	Rogers McDonald's - Murray Ent.			Check Sequence: 83	ACH Enabled: False
745825	RAC Event Ref'd-Rogers McD's/Murray Enter 1	400.00	12/06/2024	205-450-5205-36222-0000	
	Check Total:	400.00			
Vendor: rogtr	Rogers True Value Hardware Inc			Check Sequence: 84	ACH Enabled: False
28819	Airline Fittings	10.99	12/06/2024	100-420-2210-44040-0000	
28826	MP 12" LH Wall Stripper	19.58	12/06/2024	100-420-2100-42102-0000	
28830	600V Manual Multimeter	41.99	12/06/2024	100-430-3120-42105-0000	
28830	LG Mens HydroFlec Glove	17.99	12/06/2024	100-430-3000-42180-0000	
28838	1/2" SDS Roto Hamm Bit	30.99	12/06/2024	100-430-3120-42105-0000	
28839	Concrete Screws	8.29	12/06/2024	100-420-2210-42102-0000	
28848	Box Of Nuts	7.99	12/06/2024	100-420-2210-42100-0000	
	Check Total:	137.82			
Vendor: rosst	Roselawn Stables			Check Sequence: 85	ACH Enabled: False
2024	Trolley Service On 12/6/24	1,800.00	12/06/2024	100-450-5120-43445-0000	
	Check Total:	1,800.00			
Vendor: sigso	Sign Solutions USA			Check Sequence: 86	ACH Enabled: True
414937	56202 5/16" Med Corner Bolt Thru 2-1	38.41	12/06/2024	100-430-3120-42260-0000	
	Check Total:	38.41			
Vendor: smaex	SMA Exteriors & Restorations			Check Sequence: 87	ACH Enabled: False
RMW24-000853	Surcharge - Refund 12131 Foxtail Lane	1.00	12/06/2024	100-000-0000-22020-0000	
RMW24-000853	Building Permits - Refund 12131 Foxtail Lane	100.00	12/06/2024	100-420-2400-32210-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	101.00			
Vendor: souwi	Southern Glazers Wine & Spirits of Minnesota			Check Sequence: 88	ACH Enabled: False
2253788	Liquor	92.53	12/06/2024	609-497-9760-42510-0000	
2539495	Liquor	-91.25	12/06/2024	609-497-9760-42510-0000	
2553789	Liquor	4,111.34	12/06/2024	609-497-9760-42510-0000	
2553790	Wine	595.08	12/06/2024	609-497-9760-42530-0000	
5118192	Liquor	1,398.42	12/06/2024	609-497-9760-42510-0000	
	Check Total:	6,106.12			
Vendor: strei	Streicher's Inc.			Check Sequence: 89	ACH Enabled: False
I1730882	Uniform Alteration - T. Burau	20.00	12/06/2024	100-420-2100-42180-0000	
I1730883	Uniform For Troy Burau	76.99	12/06/2024	100-420-2100-42180-0000	
	Check Total:	96.99			
Vendor: tdand	T. D. Anderson Inc.			Check Sequence: 90	ACH Enabled: True
580870	Muni Tap Cleaning Final	84.00	12/06/2024	609-497-9770-44010-0000	
	Check Total:	84.00			
Vendor: tcwin	T.C. Winter Services			Check Sequence: 91	ACH Enabled: False
1729	Turbo Thaw 80/20 Brine	1,580.00	12/06/2024	100-430-3120-42240-0000	
	Check Total:	1,580.00			
Vendor: tersu	Terminal Supply Co			Check Sequence: 92	ACH Enabled: False
78811-00	Fuses Connectors Splices Adhesive	271.51	12/06/2024	100-430-3000-42100-0000	
	Check Total:	271.51			
Vendor: onene	theipguys.net LLC			Check Sequence: 93	ACH Enabled: False
D-507464	RWAS Internet December	167.64	12/06/2024	609-497-9760-43250-0000	
	Check Total:	167.64			
Vendor: twicig	Twin City Garage Door Co.			Check Sequence: 94	ACH Enabled: True
397023836	St 1-Garage Door	327.50	12/06/2024	100-420-2210-44010-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	327.50			
Vendor: verwi	Verizon Wireless Services, LLC			Check Sequence: 95	ACH Enabled: True
9977892421	PD November Verizon Bill	1,539.98	12/06/2024	100-420-2100-43250-0000	
9977892422	Verizon-FD Oct '24	570.18	12/06/2024	100-420-2210-43210-0000	
	Check Total:	2,110.16			
Vendor: vinin	Vinocopia Inc			Check Sequence: 96	ACH Enabled: True
0362536 -IN	Wine	391.50	12/06/2024	609-497-9760-42530-0000	
0362679-IN	Liquor	253.00	12/06/2024	609-497-9760-42510-0000	
0362679-IN	Wine	1,481.50	12/06/2024	609-497-9760-42530-0000	
	Check Total:	2,126.00			
Vendor: grain	W.W. Grainger, Inc.			Check Sequence: 97	ACH Enabled: True
9317502434	Air Gun Lever X3	126.30	12/06/2024	449-420-2210-44310-2209	
9317502442	Pallet Jack-ST 2	270.87	12/06/2024	449-420-2210-44310-2209	
9317948983	Flammable Safety Cabinet	934.40	12/06/2024	449-420-2210-44310-2209	
	Check Total:	1,331.57			
Vendor: watco	Watson Company			Check Sequence: 98	ACH Enabled: True
146082	RAC Concessions	800.51	12/06/2024	205-450-5205-42550-0000	
146220	RAC Concessions	901.56	12/06/2024	205-450-5205-42550-0000	
146266	RAC Concessions	710.58	12/06/2024	205-450-5205-42550-0000	
	Check Total:	2,412.65			
Vendor: webal	Webaloo LLC			Check Sequence: 99	ACH Enabled: True
13598-17221	Communications Consultant 11/4/24 - 11/10/24	422.50	12/06/2024	100-410-1325-43100-0000	
13598-17232	Communications Consultant 11/18/24 - 11/29/24	97.50	12/06/2024	100-410-1325-43100-0000	
	Check Total:	520.00			
Vendor: xcele	Xcel Energy			Check Sequence: 100	ACH Enabled: False
51-6752987-1	Muni Electric October	1,005.31	12/06/2024	609-497-9770-43810-0000	
	Check Total:	1,005.31			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: xcele	Xcel Energy			Check Sequence: 101	ACH Enabled: False
51-9712220-4	STREETLIGHTS-METERED October	137.03	12/06/2024	100-430-3120-43160-0000	
	Check Total:	137.03			
	Total for Check Run:	934,896.57			
	Total of Number of Checks:	101			

Accounts Payable

Computer Check Proof List by Vendor

User: mrathlisberger@rogersmn.gov
 Printed: 12/10/2024 - 1:20PM
 Batch: 00002.12.2024



Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: UB*00390	Hayley/MichaelMiller			Check Sequence: 1	ACH Enabled: False
	Refund Check 009944-000, 11554 Woodside Dr	56.93	12/13/2024	601-000-0000-20200-0000	
	Check Total:	56.93			
Vendor: UB*00389	Travis Higgins			Check Sequence: 2	ACH Enabled: False
	Refund Check 010892-000, 22292 138th Ave N	42.93	12/13/2024	601-000-0000-20200-0000	
	Check Total:	42.93			
Vendor: UB*00392	HomePride, Inc			Check Sequence: 3	ACH Enabled: False
	Refund Check 012230-000, 21671 Linden Way	4.58	12/13/2024	601-000-0000-20200-0000	
	Check Total:	4.58			
Vendor: UB*00394	Catherine Juujarvi			Check Sequence: 4	ACH Enabled: False
	Refund Check 005382-000, 20404 Pondview Ci	88.40	12/13/2024	601-000-0000-20200-0000	
	Check Total:	88.40			
Vendor: UB*00395	Pulte Homes			Check Sequence: 5	ACH Enabled: False
	Refund Check 013110-000, 22040 Harvest Ave	65.13	12/13/2024	601-000-0000-20200-0000	
	Check Total:	65.13			
Vendor: UB*00391	Pulte Homes of MN			Check Sequence: 6	ACH Enabled: False
	Refund Check 013010-000, 22034 Harvest Ave	58.69	12/13/2024	601-000-0000-20200-0000	
	Check Total:	58.69			
Vendor: UB*00393	Pulte Homes of Mn			Check Sequence: 7	ACH Enabled: False
	Refund Check 013324-000, 12667 Weber Ln	23.50	12/13/2024	601-000-0000-20200-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: UB*00396	Check Total:	23.50			
	Eugene Wagner			Check Sequence: 8	ACH Enabled: False
	Refund Check 004195-000, 12551 Marion Ct	75.48	12/13/2024	601-000-0000-20200-0000	
	Check Total:	75.48			
	Total for Check Run:	415.64			
	Total of Number of Checks:	8			

Accounts Payable
Computer Check Proof List by Vendor

User: mrathlisberger@rogersmn.gov
Printed: 12/11/2024 - 1:18PM
Batch: 00003.12.2024



Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: UB*00397	Jessy Ascosta			Check Sequence: 1	ACH Enabled: False
	Refund Check 011572-000, 13775 Widgeon Ln	597.44	12/13/2024	601-000-0000-20200-0000	
	Check Total:	597.44			
	Total for Check Run:	597.44			
	Total of Number of Checks:	1			

Accounts Payable

Computer Check Proof List by Vendor

User: bbruska
Printed: 12/12/2024 - 10:30AM
Batch: 00004.12.2024



Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: acrst 26701	Across the Street Productions Blue Card-Kro	385.00	12/13/2024	Check Sequence: 1 207-420-2210-44360-0000	ACH Enabled: False
	Check Total:	385.00			
Vendor: actfl 17429	Action Fleet Inc Computer Dock Repair - Squad 6804	47.50	12/13/2024	Check Sequence: 2 100-420-2100-44040-0000	ACH Enabled: False
	Check Total:	47.50			
Vendor: AFLAC 360039	AFLAC EE Paid Insurance Premiums December 2024	831.14	12/13/2024	Check Sequence: 3 100-000-0000-21751-0000	ACH Enabled: False
	Check Total:	831.14			
Vendor: ale360 15767099 15767099	Alert 360 Monitoring-CR Dec '24 Monitoring-FD Dec '24	22.99 18.06	12/13/2024 12/13/2024	Check Sequence: 4 100-410-1941-43880-0000 100-420-2210-43880-0000	ACH Enabled: False
	Check Total:	41.05			
Vendor: ameen INV-232231	American Engineering Testing Inc Work On Rogers Indoor Turf Facility	3,241.00	12/13/2024	Check Sequence: 5 410-450-5200-43030-2201	ACH Enabled: True
	Check Total:	3,241.00			
Vendor: andenmn 23508	Anderson Engineering of Minnesota, LLC WORK ON N COMMUNITY PARK	276.00	12/13/2024	Check Sequence: 6 404-450-5200-43030-2504	ACH Enabled: False
	Check Total:	276.00			
Vendor: aspmi 343494	Aspen Mills Uniform Jacket - Mosley	213.50	12/13/2024	Check Sequence: 7 100-420-2100-42180-0000	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
343744	Uniforms - Maas	104.66	12/13/2024	100-420-2100-42180-0000	
343764	Uniform - 2 Shirts - CSO Blasko	176.60	12/13/2024	100-420-2100-42180-0000	
343885	Uniform-Knapp	549.81	12/13/2024	100-420-2210-42180-0000	
	Check Total:	1,044.57			
Vendor: astco	Asphalt Surface Technologies Corp.			Check Sequence: 8	ACH Enabled: False
PAY APP #2	Pay App #2-Final	14,815.87	12/13/2024	401-430-3121-45300-2301	
	Check Total:	14,815.87			
Vendor: asse	Assured Security, Inc.			Check Sequence: 9	ACH Enabled: False
C125680	12 Duplicate Keys AC1 36	108.00	12/13/2024	205-450-5205-42102-0000	
C125680	8 Duplicate Keys 4 PK 4 SS	72.00	12/13/2024	100-450-5200-42102-0000	
	Check Total:	180.00			
Vendor: belco	Bellboy Corporation			Check Sequence: 10	ACH Enabled: True
0109171200	Mix	111.00	12/13/2024	609-497-9760-42540-0000	
0205816500	Liquor	1,289.85	12/13/2024	609-497-9760-42510-0000	
0205816500	Wine	181.65	12/13/2024	609-497-9760-42530-0000	
0205852600	Liquor	65.50	12/13/2024	609-497-9760-42510-0000	
	Check Total:	1,648.00			
Vendor: boutr	Bound Tree Medical, LLC			Check Sequence: 11	ACH Enabled: False
85578886	Trauma Dressings & Alcohol Wipes	26.44	12/13/2024	100-420-2210-42170-0000	
	Check Total:	26.44			
Vendor: boytr	Boyer Ford Trucks, Inc.			Check Sequence: 12	ACH Enabled: True
093P25018	A06-32389-001 SWITCH-TURN & EMER - #4	369.99	12/13/2024	100-430-3120-42103-0000	
	Check Total:	369.99			
Vendor: Wirbe	BreakThru Beverage Minnesota Wine & Sprirts			Check Sequence: 13	ACH Enabled: True
118784515	Wine	1,199.95	12/13/2024	609-497-9760-42530-0000	
118784515	Liquor	6,735.20	12/13/2024	609-497-9760-42510-0000	
118784515	Mix	152.71	12/13/2024	609-497-9760-42540-0000	
118893378	Wine	445.80	12/13/2024	609-497-9760-42530-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
118893378	Liquor	1,219.83	12/13/2024	609-497-9760-42510-0000	
	Check Total:	9,753.49			
Vendor: genre	Burand Inc.			Check Sequence: 14	ACH Enabled: True
84091	Replacement Of Bell And Gossett Pump	12,447.00	12/13/2024	205-450-5205-44040-0000	
84091	Replacement Of Bell And Gossett Pump	12,447.00	12/13/2024	205-000-0000-10100-0000	
84091	Replacement Of Bell And Gossett Pump	-12,447.00	12/13/2024	205-000-0000-10100-4018	
	Check Total:	12,447.00			
Vendor: burnbr	Bruce Burniece			Check Sequence: 15	ACH Enabled: False
241205	Shop With A Cop Musician 12/12/24	300.00	12/13/2024	100-420-2100-44385-0000	
	Check Total:	300.00			
Vendor: cabcl	Cable Cloud			Check Sequence: 16	ACH Enabled: True
CC26127	RWAS Cabling For POS/Server	6,261.00	12/13/2024	609-497-9760-44010-0000	
CC26185	RWAS - Extra Cabling	190.00	12/13/2024	609-497-9760-44010-0000	
	Check Total:	6,451.00			
Vendor: capbe	Capitol Beverage			Check Sequence: 17	ACH Enabled: True
3064856	Beer Credit	-108.40	12/13/2024	609-497-9760-42520-0000	
3064857	Beer	14,076.50	12/13/2024	609-497-9760-42520-0000	
3064857	Mix	167.75	12/13/2024	609-497-9760-42540-0000	
3064857	Liquor	177.40	12/13/2024	609-497-9760-42510-0000	
3064874	Bud Steins	90.00	12/13/2024	609-497-9760-42580-0000	
3066797	Beer	888.40	12/13/2024	609-497-9760-42520-0000	
3066797	Wine	411.00	12/13/2024	609-497-9760-42530-0000	
	Check Total:	15,702.65			
Vendor: carel	Carson, Clelland & Schreder			Check Sequence: 18	ACH Enabled: True
6618	November Attorney Fees	5,338.05	12/13/2024	100-420-2100-43040-0000	
	Check Total:	5,338.05			
Vendor: cdwgo	CDW Government			Check Sequence: 19	ACH Enabled: False
AB3XD9H	Cabling-St 2	187.23	12/13/2024	449-420-2210-45200-2209	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
AB6634Z	Adapter For iPad-St 2	29.70	12/13/2024	449-420-2210-45200-2209	
AB6M68S	2nd Network Switch-ST 2	3,846.93	12/13/2024	449-420-2210-45200-2209	
AB6S86E	2 Computer Monitors For Andrea Hunt	743.98	12/13/2024	100-420-2100-42105-0000	
AB7LK2S	HP SB USB-C 110W LAPTOP CHARGER For	68.31	12/13/2024	100-430-3000-42010-0000	
AB7RN2M	RWAS-Box For The New Cabling	542.03	12/13/2024	609-497-9760-42100-0000	
	Check Total:	5,418.18			
Vendor: cencu	Center Cut Meats, LLC			Check Sequence: 20	ACH Enabled: True
November 2024	Senior Dining - November	1,588.50	12/13/2024	100-450-5186-43444-0000	
	Check Total:	1,588.50			
Vendor: cenen	CenterPoint Energy Resources Corp.			Check Sequence: 21	ACH Enabled: False
11626254-4	Gas - Splash Pad November	100.33	12/13/2024	100-450-5200-43830-0000	
	Check Total:	100.33			
Vendor: cenen	CenterPoint Energy Resources Corp.			Check Sequence: 22	ACH Enabled: False
5542017-8	Gas - Sr. Center November	24.10	12/13/2024	100-450-5186-43830-0000	
	Check Total:	24.10			
Vendor: cenen	CenterPoint Energy Resources Corp.			Check Sequence: 23	ACH Enabled: False
10203497-2	Gas - PD November	1,029.47	12/13/2024	100-420-2100-43830-0000	
	Check Total:	1,029.47			
Vendor: cenen	CenterPoint Energy Resources Corp.			Check Sequence: 24	ACH Enabled: False
5478083-8	RWAS Gas - November	213.69	12/13/2024	609-497-9760-43830-0000	
	Check Total:	213.69			
Vendor: cenen	CenterPoint Energy Resources Corp.			Check Sequence: 25	ACH Enabled: False
6791320-2	RAC Natural Gas Service - November	3,014.95	12/13/2024	205-450-5205-43830-0000	
	Check Total:	3,014.95			
Vendor: cenen	CenterPoint Energy Resources Corp.			Check Sequence: 26	ACH Enabled: False
5490566-6	Gas - CH November	171.85	12/13/2024	100-410-1940-43830-0000	
5490566-6	Gas - PW November	400.99	12/13/2024	100-430-3000-43830-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	572.84			
Vendor: cenen	CenterPoint Energy Resources Corp.			Check Sequence: 27	ACH Enabled: False
5542128-3	Muni Gas-October	26.22	12/13/2024	609-497-9770-43830-0000	
5542128-3	Muni Gas-November	135.22	12/13/2024	609-497-9770-43830-0000	
	Check Total:	161.44			
Vendor: cenen	CenterPoint Energy Resources Corp.			Check Sequence: 28	ACH Enabled: False
11177201-8	Gas - Event Center November	504.69	12/13/2024	100-410-1941-43830-0000	
	Check Total:	504.69			
Vendor: cenhy	Central Hydraulics, Inc.			Check Sequence: 29	ACH Enabled: True
00634332	U18-1.25-37B 1.25 X 1.625 X 0.375 U-SEAL	9.80	12/13/2024	100-430-3000-44040-0000	
00634332	568-224 O-RING	0.83	12/13/2024	100-430-3000-44040-0000	
00634332	RW-95URE-1.250X1.625X0.188	4.82	12/13/2024	100-430-3000-44040-0000	
00634332	MISC SHOP SUPPLIES	15.00	12/13/2024	100-430-3000-44040-0000	
00634332	LABOR-REPAIR	165.00	12/13/2024	100-430-3000-44040-0000	
00634332	612-200-050-SC WEAR RING	6.46	12/13/2024	100-430-3000-44040-0000	
	Check Total:	201.91			
Vendor: embpw	Century Link			Check Sequence: 30	ACH Enabled: False
313022581	Telephone Svc - Hassan Town Hall November	62.27	12/13/2024	100-410-1940-43210-0000	
313611966	Muni Telephone October	309.69	12/13/2024	609-497-9770-43210-0000	
313611966	Muni Telephone November	322.53	12/13/2024	609-497-9770-43210-0000	
313942943	RWAS Telephone-November	157.20	12/13/2024	609-497-9760-43210-0000	
	Check Total:	851.69			
Vendor: cinco	Cintas Corporation			Check Sequence: 31	ACH Enabled: True
4212860566	Uniform - SWR 11/26/24	6.02	12/13/2024	602-495-9490-42180-0000	
4212860566	Uniform - PW 11/26/24	68.03	12/13/2024	100-430-3000-42180-0000	
4212860566	Uniform - Gen'l. Gov't. Bldgs 11/26/24	2.95	12/13/2024	100-410-1940-42180-0000	
4212860566	Uniform - Janitorial 11/26/24	2.24	12/13/2024	100-410-1940-44060-0000	
4212860566	Uniform - PK 11/26/24	14.73	12/13/2024	100-450-5200-42180-0000	
4212860566	Uniform - WTR 11/26/24	6.02	12/13/2024	601-494-9440-42180-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
4213579203	Mats & Towels 12/4/24	41.24	12/13/2024	100-430-3000-44060-0000	
4213579203	Uniform - Janitorial 12/4/24	2.24	12/13/2024	100-410-1940-44060-0000	
4213579203	Uniform - PK 12/4/24	14.74	12/13/2024	100-450-5200-42180-0000	
4213579203	Uniform - SWR 12/4/24	6.02	12/13/2024	602-495-9490-42180-0000	
4213579203	Uniform - WTR 12/4/24	6.02	12/13/2024	601-494-9440-42180-0000	
4213579203	Uniform - PW 12/4/24	25.03	12/13/2024	100-430-3000-42180-0000	
4213579203	Uniform - Gen'l. Gov't. Bldgs 12/4/24	2.95	12/13/2024	100-410-1940-42180-0000	
4213581143	RWAS Mats & Towels 12/4/24	187.76	12/13/2024	609-497-9760-43100-0000	
	Check Total:	385.99			
Vendor: cit	Computer Integration Technologies Inc			Check Sequence: 32	ACH Enabled: True
390437	IS Consulting 11/1/24 - 11/27/24	5,729.60	12/13/2024	100-410-1330-43100-0000	
390634	Endpoint Detection Monthly Service January	472.50	12/13/2024	100-410-1330-43190-0000	
	Check Total:	6,202.10			
Vendor: cretr	Crescent Training			Check Sequence: 33	ACH Enabled: False
CC000331	Staff Training 11/26/24	4,000.00	12/13/2024	100-410-1330-44360-0000	
	Check Total:	4,000.00			
Vendor: errin	Crow River News			Check Sequence: 34	ACH Enabled: False
CRW-110830	City Hall Subscription 2025	114.80	12/13/2024	100-410-1325-44330-0000	
	Check Total:	114.80			
Vendor: cusmo	Cushman Motor Co Inc			Check Sequence: 35	ACH Enabled: False
210494	SOD CUTTER FOR VENTRAC - VP39.555201	605.00	12/13/2024	100-450-5200-42105-0000	
	Check Total:	605.00			
Vendor: dahdi	Dahlheimer Distributing Co.			Check Sequence: 36	ACH Enabled: True
2336875	Beer	4,353.94	12/13/2024	609-497-9760-42520-0000	
2339098	Beer	32,667.85	12/13/2024	609-497-9760-42520-0000	
2339098	NA	243.40	12/13/2024	609-497-9760-42540-0000	
2339098	Liquor	6,091.00	12/13/2024	609-497-9760-42510-0000	
2339098	THC	755.50	12/13/2024	609-497-9760-42535-0000	
2341092	Liquor	380.10	12/13/2024	609-497-9760-42510-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
2341092	NA	91.50	12/13/2024	609-497-9760-42540-0000	
2341092	THC	2,764.00	12/13/2024	609-497-9760-42535-0000	
2341092	Beer	2,422.55	12/13/2024	609-497-9760-42520-0000	
2343466	Beer	6,304.05	12/13/2024	609-497-9760-42520-0000	
	Check Total:	56,073.89			
Vendor: dash	Dash Medical Gloves LLC			Check Sequence: 37	ACH Enabled: False
INV1321926	M & XL Medical Gloves	95.00	12/13/2024	100-420-2210-42170-0000	
	Check Total:	95.00			
Vendor: johde	Deere & Company			Check Sequence: 38	ACH Enabled: False
117683259	3046R Compact Utility Tractor SN:1LN3046RL	71,364.08	12/13/2024	400-450-5200-45800-0000	
	Check Total:	71,364.08			
Vendor: cldis	Dick Family Inc.			Check Sequence: 39	ACH Enabled: True
2015807	Beer	1,532.80	12/13/2024	609-497-9760-42520-0000	
	Check Total:	1,532.80			
Vendor: dmxmu	DMX Music - Minneapolis			Check Sequence: 40	ACH Enabled: False
58583453	RWAS Music December	51.17	12/13/2024	609-497-9760-43100-0000	
	Check Total:	51.17			
Vendor: ecsi	ECSI System Integrators			Check Sequence: 41	ACH Enabled: False
24100960	Service Call On PW Camera	775.00	12/13/2024	100-430-3000-44010-0000	
	Check Total:	775.00			
Vendor: facmo	Elliot Auto Supply Co, Inc.			Check Sequence: 42	ACH Enabled: False
1-10278513	DOR 926-397 Oil Pressure Sensor - #6804	35.08	12/13/2024	100-420-2100-42103-0000	
1-10285346	DEL 23353390 23353390 Windshield Wash - #6804	20.34	12/13/2024	100-420-2100-42103-0000	
128-205578	DEL 12626354 12626354 Intake Manifold - #6804	18.00	12/13/2024	100-420-2100-42103-0000	
128-205636	ACP 41-168 19459511 SPARK PLUG ASMG - #6804	16.34	12/13/2024	100-420-2100-42103-0000	
128-205636	DLP GN10165 IGNITION COIL - #6804	66.42	12/13/2024	100-420-2100-42103-0000	
128-205636	DEL 12716289 12716289 WIRE ASM-SPLG - #6804	15.68	12/13/2024	100-420-2100-42103-0000	
128-205791	FVP P48AGM BATTERY CCA720 RC120	91.70	12/13/2024	601-494-9440-42103-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
128-205791	FVP P48AGM BATTERY CCA720 RC120	91.71	12/13/2024	602-495-9490-42103-0000	
128-205791	FVP P94RAGM BATTERY CCA800 RC140	194.67	12/13/2024	100-420-2100-42103-0000	
	Check Total:	549.94			
Vendor: esker	Esker Inc			Check Sequence: 43	ACH Enabled: True
460290610	Esker - November 2024	714.81	12/13/2024	100-410-1520-43190-0000	
	Check Total:	714.81			
Vendor: fasco	Fastenal Company Inc.			Check Sequence: 44	ACH Enabled: True
MNTC4192165	5/8 X 6 LDT	335.00	12/13/2024	100-430-3120-42260-0000	
MNTC4192165	5/8 X 6 LDT	167.50	12/13/2024	100-430-3120-42260-0000	
	Check Total:	502.50			
Vendor: flaha	Flaherty's Happy Tyme Co.			Check Sequence: 45	ACH Enabled: False
311	Mix	351.00	12/13/2024	609-497-9760-42540-0000	
	Check Total:	351.00			
Vendor: frech	Freedom Church			Check Sequence: 46	ACH Enabled: False
SE10.31.24	Special Event Escrow Ref - Freedom Church 10/	750.00	12/13/2024	100-000-0000-22004-0000	
	Check Total:	750.00			
Vendor: mires	Global Reserve			Check Sequence: 47	ACH Enabled: True
ORD-12878	THC	90.00	12/13/2024	609-497-9760-42535-0000	
	Check Total:	90.00			
Vendor: gopst	Gopher State One-Call Inc			Check Sequence: 48	ACH Enabled: True
4110721	Locates November	53.10	12/13/2024	603-496-9495-43150-0000	
4110721	Locates November	163.13	12/13/2024	601-494-9440-43150-0000	
4110721	Locates November	163.12	12/13/2024	602-495-9490-43150-0000	
	Check Total:	379.35			
Vendor: grabe	Grape Beginnings, Inc.			Check Sequence: 49	ACH Enabled: False
MN00157715	Wine	366.00	12/13/2024	609-497-9760-42530-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	366.00			
Vendor: guaran	Guardian Angels Senior Services			Check Sequence: 50	ACH Enabled: False
788743	Damage Deposit Refund - Guardian Angels 9/24	500.00	12/13/2024	100-000-0000-22000-0000	
	Check Total:	500.00			
Vendor: guape	Guardian Pest Solutions, Inc.			Check Sequence: 51	ACH Enabled: False
2620226	Commercial Pest Control November	37.80	12/13/2024	100-430-3000-43140-0000	
2620226	Commercial Pest Control November	16.20	12/13/2024	100-410-1940-43140-0000	
2620489	Commercial Pest Control - PD November	54.00	12/13/2024	100-420-2100-43140-0000	
	Check Total:	108.00			
Vendor: hasel	Hassan Elementary PTO			Check Sequence: 52	ACH Enabled: False
5E09.14.24	Special Event Escrow Ref'd-Hassan Elem PTO 9	725.00	12/13/2024	100-000-0000-22004-0000	
	Check Total:	725.00			
Vendor: hassa	Hassan Sand & Gravel, Inc.			Check Sequence: 53	ACH Enabled: True
183268	Con-Bit - Recycled Class 5 For Use On 129th	2,193.00	12/13/2024	100-430-3120-42265-0000	
	Check Total:	2,193.00			
Vendor: hencosh	Hennepin County Accounts Receivable			Check Sequence: 54	ACH Enabled: False
1000235549	HC Jail Inmates - Room And Board October	96.00	12/13/2024	100-420-2100-43100-0000	
	Check Total:	96.00			
Vendor: hencotax	Hennepin County Treasurer			Check Sequence: 55	ACH Enabled: False
2nd hf2024 0004	PID 23-120-23-24-0004 2nd Half Prop Tax	1,339.03	12/13/2024	100-410-1325-44400-0000	
2nd hf2024 0006	PID 23-120-23-24-0006 2nd Half Prop Tax	707.18	12/13/2024	100-410-1325-44400-0000	
2nd hf2024 0014	PID 23-120-23-24-0014 2nd Half Prop Tax	2,166.37	12/13/2024	100-410-1325-44400-0000	
2nd hf2024 0025	PID 23-120-23-24-0025 2nd Half Prop Tax	22,568.70	12/13/2024	100-410-1325-44400-0000	
2nd hf2024 0026	PID 23-120-23-24-0026 2nd Half Prop Tax	22,174.55	12/13/2024	100-410-1325-44400-0000	
	Check Total:	48,955.83			
Vendor: hilin	Hillyard, Inc - Minneapolis			Check Sequence: 56	ACH Enabled: False
700619936	Parts For IMop	61.39	12/13/2024	100-410-1940-44040-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	61.39			
Vendor: hohen	Hohensteins Inc			Check Sequence: 57	ACH Enabled: False
772337	NA	27.00	12/13/2024	609-497-9760-42540-0000	
772337	THC	576.00	12/13/2024	609-497-9760-42535-0000	
772337	Beer	1,009.50	12/13/2024	609-497-9760-42520-0000	
	Check Total:	1,612.50			
Vendor: infos	InfoSend			Check Sequence: 58	ACH Enabled: False
276304	Infosend Printing Fees November 2024	552.82	12/13/2024	603-496-9495-43500-0000	
276304	Infosend Printing Fees November 2024	162.59	12/13/2024	100-430-3245-43500-0000	
276304	Infosend Printing Fees November 2024	1,398.30	12/13/2024	601-494-9440-43500-0000	
276304	Infosend Printing Fees November 2024	1,138.15	12/13/2024	602-495-9490-43500-0000	
	Check Total:	3,251.86			
Vendor: innoF	Innovative Office Solutions LLC			Check Sequence: 59	ACH Enabled: False
IN4710885	Bath Tissue X 2	204.16	12/13/2024	100-420-2100-42100-0000	
IN4710885	Can Liner	54.45	12/13/2024	100-420-2100-42100-0000	
IN4710885	Pledge Cleaner	59.91	12/13/2024	100-420-2100-42100-0000	
IN4712212	Post Its Pens And Paper Clips	8.41	12/13/2024	603-496-9495-42000-0000	
IN4712212	Post Its Pens And Paper Clips	8.41	12/13/2024	100-410-1950-42000-0000	
IN4712212	Post Its Pens And Paper Clips	8.42	12/13/2024	100-450-5200-42000-0000	
IN4712212	Post Its Pens And Paper Clips	8.41	12/13/2024	602-495-9490-42000-0000	
IN4712212	Post Its Pens And Paper Clips	8.41	12/13/2024	601-494-9440-42000-0000	
IN4712212	Post Its Pens And Paper Clips	8.42	12/13/2024	100-430-3000-42000-0000	
	Check Total:	369.00			
Vendor: johbr	Johnson Brothers Liquor Co.			Check Sequence: 60	ACH Enabled: False
102492	Wine Credit	-10.34	12/13/2024	609-497-9760-42530-0000	
103199	Wine Credit	-29.68	12/13/2024	609-497-9760-42530-0000	
103217	Liquor Credit	-8.84	12/13/2024	609-497-9760-42510-0000	
103218	Wine Credit	-12.67	12/13/2024	609-497-9760-42530-0000	
103219	Liquor Credit	-15.00	12/13/2024	609-497-9760-42510-0000	
109905	Liquor Credit	-16.15	12/13/2024	609-497-9760-42510-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
109906	Wine Credit	-16.25	12/13/2024	609-497-9760-42530-0000	
2674337	Liquor	2,131.40	12/13/2024	609-497-9760-42510-0000	
2674338	Wine	515.41	12/13/2024	609-497-9760-42530-0000	
2675720	Liquor	322.50	12/13/2024	609-497-9760-42510-0000	
2679603	Liquor	334.50	12/13/2024	609-497-9760-42510-0000	
2679638	Liquor	1,868.51	12/13/2024	609-497-9760-42510-0000	
2679639	Wine	3,696.52	12/13/2024	609-497-9760-42530-0000	
2679640	Liquor	3,671.24	12/13/2024	609-497-9760-42510-0000	
3727745	Beer	140.00	12/13/2024	609-497-9760-42520-0000	
3727746	Beer	92.30	12/13/2024	609-497-9760-42520-0000	
3730675	THC	322.90	12/13/2024	609-497-9760-42535-0000	
397779	Beer Credit	-10.00	12/13/2024	609-497-9760-42520-0000	
399053	THC Credit	-136.80	12/13/2024	609-497-9760-42535-0000	
403623	NA Credit	-33.84	12/13/2024	609-497-9760-42540-0000	
404955	Beer Credit	-23.10	12/13/2024	609-497-9760-42520-0000	
528542	Liquor Credit	-8.46	12/13/2024	609-497-9760-42510-0000	
528543	Mix Credit	-12.92	12/13/2024	609-497-9760-42540-0000	
528544	Liquor Credit	-21.04	12/13/2024	609-497-9760-42510-0000	
528545	Liquor Credit	-10.08	12/13/2024	609-497-9760-42510-0000	
528547	Wine Credit	-6.00	12/13/2024	609-497-9760-42530-0000	
528548	Mix Credit	-4.92	12/13/2024	609-497-9760-42540-0000	
531813	Liquor Credit	-20.16	12/13/2024	609-497-9760-42510-0000	
6887895	Wine	79.10	12/13/2024	609-497-9760-42530-0000	
6887978	Liquor	275.30	12/13/2024	609-497-9760-42510-0000	
6887979	Wine	92.75	12/13/2024	609-497-9760-42530-0000	
6887980	Mix	110.55	12/13/2024	609-497-9760-42540-0000	
6890569	Liquor	144.16	12/13/2024	609-497-9760-42510-0000	
6890700	Liquor	520.16	12/13/2024	609-497-9760-42510-0000	
6890701	Wine	1,098.86	12/13/2024	609-497-9760-42530-0000	
6890702	Mix	124.39	12/13/2024	609-497-9760-42540-0000	
7499012	Wine	1.75	12/13/2024	609-497-9760-42530-0000	
7499018	Wine	1,575.60	12/13/2024	609-497-9760-42530-0000	
7499019	Wine	309.25	12/13/2024	609-497-9760-42530-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	17,030.90			
Vendor: kanpa SE09.19.24	Paul Kangas Special Event Escrow Refund - Hisco 9/19/24	750.00	12/13/2024	Check Sequence: 61 100-000-0000-22004-0000	ACH Enabled: False
	Check Total:	750.00			
Vendor: lanli 11472055	Language Line Services November Interpreter Services	122.40	12/13/2024	Check Sequence: 62 100-420-2100-43100-0000	ACH Enabled: False
	Check Total:	122.40			
Vendor: lawpr 9312050449	Lawson Products 5/16-18X3 Hex Cap Screw 316 Stainless	136.00	12/13/2024	Check Sequence: 63 100-430-3120-42260-0000	ACH Enabled: False
	Check Total:	136.00			
Vendor: lifas 1520250	Life-Assist, Inc Face Masks	280.00	12/13/2024	Check Sequence: 64 100-420-2100-42170-0000	ACH Enabled: False
1525969	Misc Medical Supplies	627.06	12/13/2024	100-420-2100-42170-0000	
1526700	DURACLEAR Cuffed Masks	190.00	12/13/2024	100-420-2100-42170-0000	
	Check Total:	1,097.06			
Vendor: mamun 393652	M Amundson Cigar & Candy Co LLP Mix	82.08	12/13/2024	Check Sequence: 65 609-497-9760-42540-0000	ACH Enabled: True
393652	Tobacco	1,085.65	12/13/2024	609-497-9760-42560-0000	
393652	Tubes & Shot Glasses	22.22	12/13/2024	609-497-9760-42580-0000	
393652	Paper Bags & Suckers	236.64	12/13/2024	609-497-9760-42100-0000	
	Check Total:	1,426.59			
Vendor: maceq P39829	MacQueen Equipment, Inc. Shipping-Quick Connect	11.79	12/13/2024	Check Sequence: 66 100-420-2210-44040-0000	ACH Enabled: True
	Check Total:	11.79			
Vendor: marri 3017	Marie Ridgeway LICSW, LLC November Therapy Session	160.00	12/13/2024	Check Sequence: 67 100-420-2100-43140-0000	ACH Enabled: True

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	160.00			
Vendor: marqu SE09.22.24	Mary Queen of Peace Special Event Escrow Refund - MQP 9/21/24-9/24/24	750.00	12/13/2024	Check Sequence: 68 100-000-0000-22004-0000	ACH Enabled: False
	Check Total:	750.00			
Vendor: mayro SE08.29.24	Maynards Restaurant Special Event Escrow Refund -Maynards 9/24-9/24/24	750.00	12/13/2024	Check Sequence: 69 100-000-0000-22004-0000	ACH Enabled: False
	Check Total:	750.00			
Vendor: cleri 779016	McDonald Distributing Company Beer	226.52	12/13/2024	Check Sequence: 70 609-497-9760-42520-0000	ACH Enabled: True
	Check Total:	226.52			
Vendor: menar 40802	Menards, Inc. 1/2 X 8 LAG SCREW 3PC	9.16	12/13/2024	Check Sequence: 71 100-430-3120-42260-0000	ACH Enabled: True
40847	100CT VENOM STEEL NITRILE	15.98	12/13/2024	100-420-2100-42102-0000	
40847	SUNNYSIDE ACETONE	59.97	12/13/2024	100-420-2100-42102-0000	
40847	TOOLBOX WHITE RAGS 200CT	19.76	12/13/2024	100-420-2100-42102-0000	
41089	100CT LED DIAMOND C6	19.99	12/13/2024	100-450-5200-42100-0000	
41089	LDDRLSS LIGHT HANG KIT	39.98	12/13/2024	100-450-5200-42100-0000	
41089	LUCAS INTERIOR DETAILER	17.94	12/13/2024	100-430-3000-42100-0000	
41089	70CT LED FACETED C9	71.88	12/13/2024	100-450-5200-42100-0000	
41089	1-1/4"PVC LB CONDUIT BODY	7.33	12/13/2024	410-450-5200-45300-2104	
41090	WD RESTORE REPAIR PUTTY	19.99	12/13/2024	100-410-1941-42102-0000	
41106	12" WHITE HD MAX	35.94	12/13/2024	100-430-3120-42100-0000	
41147	32 OZ ALL WEATHER CEMENT	18.65	12/13/2024	100-450-5200-42100-0000	
41147	100CT LED DIAMOND C6	29.98	12/13/2024	100-450-5200-42100-0000	
41554	70CT LED FACETED C6	119.88	12/13/2024	100-450-5200-42100-0000	
41554	105CT LED FACETED C7	174.93	12/13/2024	100-450-5200-42100-0000	
41554	GREEN TRIPLE TAP ADAPTER	6.93	12/13/2024	100-450-5200-42100-0000	
41636	36' 18S LED STRING LTS	69.98	12/13/2024	100-450-5200-42100-0000	
41672	22PC BALL HEX-L KEY SET	24.99	12/13/2024	100-450-5200-42105-0000	
41672	70CT LED FACETED C6	29.97	12/13/2024	100-450-5200-42100-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
41673	70CT LED FACETED C6	59.94	12/13/2024	100-450-5200-42100-0000	
41694	U-BOLTS 5/16nX1-3/8"X2-1/2	9.60	12/13/2024	601-494-9440-42104-0000	
41694	GDSMN 4KL BTRY FLSHL	34.99	12/13/2024	601-494-9440-42105-0000	
	Check Total:	897.76			
Vendor: midla	Midwest Landscapes			Check Sequence: 72	ACH Enabled: True
9973	Fat Albert Spruce 6'	100.00	12/13/2024	410-450-5200-45300-2104	
9973	Black Hills Spruce 7'	150.00	12/13/2024	410-450-5200-45300-2104	
9973	Colorado Spruce 6'	100.00	12/13/2024	410-450-5200-45300-2104	
	Check Total:	350.00			
Vendor: mndot	Minn. Dept. of Transportation			Check Sequence: 73	ACH Enabled: False
P00019344	129th Ave Reconstruction - Material Testing & I	2,329.10	12/13/2024	402-430-3121-43030-2403	
	Check Total:	2,329.10			
Vendor: mnbswr	Minnesota Board of Water & Soil Resources			Check Sequence: 74	ACH Enabled: False
1762-2	Purchase Wetland Mitigation Credits	1,168.34	12/13/2024	402-430-3121-44310-1409	
1762-2	Purchase Wetland Mitigation Credits	-1,168.34	12/13/2024	402-000-0000-10100-5000	
1762-2	Purchase Wetland Mitigation Credits	1,168.34	12/13/2024	402-000-0000-10100-0000	
	Check Total:	1,168.34			
Vendor: minho	Minnesota Wild Hockey Club			Check Sequence: 75	ACH Enabled: False
SE07.25.24	Special Event Escrow Refund - MN Wild 7/25/2	750.00	12/13/2024	100-000-0000-22004-0000	
	Check Total:	750.00			
Vendor: mnlab	MN Dept of Labor & Industry			Check Sequence: 76	ACH Enabled: False
ABI0040526X	Pressure Vessel-St 2	35.00	12/13/2024	449-420-2210-44310-2209	
	Check Total:	35.00			
Vendor: schso	MN Equipment Inc.			Check Sequence: 77	ACH Enabled: True
P37821	LA-SB1075 SKID SHOE	584.76	12/13/2024	100-430-3120-42103-0000	
	Check Total:	584.76			
Vendor: napa	NAPA Auto Parts			Check Sequence: 78	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
370257	1697 NAPA Radiator Cap	5.58	12/13/2024	100-420-2210-42103-0000	
370593	WINDSHIELD WSHR PUMP	21.19	12/13/2024	100-430-3000-42103-0000	
370604	11NVC2-N LMP PREMIUM CAPSULES - Squ	21.52	12/13/2024	100-420-2100-42103-0000	
CM454370	Refund Garage Door Belt	-21.27	12/13/2024	100-420-2210-44010-0000	
	Check Total:	27.02			
Vendor: norfe	Northridge Fellowship			Check Sequence: 79	ACH Enabled: False
3E10.31.24	Special Event Escrow Ref - Northridge 10/31/24	750.00	12/13/2024	100-000-0000-22004-0000	
	Check Total:	750.00			
Vendor: nbh	Nothing But Hemp LLC			Check Sequence: 80	ACH Enabled: True
2522	THC	225.00	12/13/2024	609-497-9760-42535-0000	
	Check Total:	225.00			
Vendor: pauso	Paustis & Sons			Check Sequence: 81	ACH Enabled: True
252687	Wine	563.00	12/13/2024	609-497-9760-42530-0000	
	Check Total:	563.00			
Vendor: petle	LeeAnn Pettis			Check Sequence: 82	ACH Enabled: True
Pettis2024	Mileage Claim 2024 L. Pettis	22.91	12/13/2024	100-410-1520-44360-0000	
	Check Total:	22.91			
Vendor: plath	Plants and Things			Check Sequence: 83	ACH Enabled: False
11/21/24	Kennel For New K-9	5,600.00	12/13/2024	400-420-2100-45800-0000	
	Check Total:	5,600.00			
Vendor: pomti	Pomp's Tire Service Inc.			Check Sequence: 84	ACH Enabled: True
700068938	255/60VR18 GY ENFORCER POLICE AW G7	1,022.92	12/13/2024	100-420-2100-42103-0000	
700068939	RETURN:255/60VR18 GY ENFORCER POLIC	-1,022.92	12/13/2024	100-420-2100-42103-0000	
700068940	255/60VR18 GY ENFORCER POLICE AW 673	584.00	12/13/2024	100-420-2100-42103-0000	
	Check Total:	584.00			
Vendor: potso	Potentia MN Solar Fund 1, LLC			Check Sequence: 85	ACH Enabled: True
MN-INV-2410-165	RAC Solar - October	5,024.78	12/13/2024	205-450-5205-43810-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
MN-INV-2410-172	PD Solar - October	906.55	12/13/2024	100-420-2100-43810-0000	
MN-INV-2410-173	Well 6 Solar - October	1,095.21	12/13/2024	601-494-9440-43810-0000	
MN-INV-2410-174	Water Booster Station Solar - October	1,095.21	12/13/2024	601-494-9440-43810-0000	
MN-INV-2410-175	Well 5 Solar - October	1,095.21	12/13/2024	601-494-9440-43810-0000	
MN-INV-2410-176	Well 7 Solar - October	1,095.19	12/13/2024	601-494-9440-43810-0000	
MN-INV-2410-181	RAC Solar - October	3,832.40	12/13/2024	205-450-5205-43810-0000	
MN-INV-2410-182	PD Solar - October	1,563.97	12/13/2024	100-420-2100-43810-0000	
MN-INV-2410-187	FD Solar - October	543.37	12/13/2024	100-420-2210-43810-0000	
MN-INV-2410-187	CR Solar - October	691.57	12/13/2024	100-410-1941-43810-0000	
MN-INV-2410-188	PW Solar - October	1,109.11	12/13/2024	100-430-3000-43810-0000	
MN-INV-2410-188	CH Solar - October	475.34	12/13/2024	100-410-1940-43810-0000	
MN-INV-2410-189	RWAS Solar - October	2,535.13	12/13/2024	609-497-9760-43810-0000	
	Check Total:	21,063.04			
Vendor: prelo	Premier Locating Inc			Check Sequence: 86	ACH Enabled: False
42867	Locates November	150.50	12/13/2024	601-494-9440-43150-0000	
42867	Locates November	150.50	12/13/2024	602-495-9490-43150-0000	
42867	Locates November	49.00	12/13/2024	603-496-9495-43150-0000	
	Check Total:	350.00			
Vendor: reiin	Reinders, Inc			Check Sequence: 87	ACH Enabled: True
3406735-00	48" Orange Marker 5/16" Hi-Viz Reflectors	120.00	12/13/2024	100-450-5200-42100-0000	
3406796-00	48" Orange Marker 5/16" Hi-Viz Reflectors	120.00	12/13/2024	100-450-5200-42100-0000	
	Check Total:	240.00			
Vendor: repse	Republic Services #899			Check Sequence: 88	ACH Enabled: False
0899-004631696	Hassan Town Hall Garbage November	107.70	12/13/2024	100-410-1940-43840-0000	
	Check Total:	107.70			
Vendor: rogtr	Rogers True Value Hardware Inc			Check Sequence: 89	ACH Enabled: False
28867	Light Bulbs & Anchor Bolts-ST 2	17.05	12/13/2024	449-420-2210-44310-2209	
28887	9.8OZ CLR Sili Seal	23.98	12/13/2024	100-430-3000-42100-0000	
28894	10FT XL LIGHTNING CABLE	14.99	12/13/2024	601-494-9440-42100-0000	
28894	16" Tongue & Groove Plier	36.99	12/13/2024	601-494-9440-42100-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
28894	14OZ Mapp Gas Cylinder	14.99	12/13/2024	601-494-9440-42100-0000	
28894	DEWALT Pocket Knife	16.99	12/13/2024	601-494-9440-42100-0000	
28898	PT2X 12OZ FLT BLK Paint	7.49	12/13/2024	100-430-3120-42100-0000	
28898	PD 11OZ RED/ORG Paint	9.99	12/13/2024	100-430-3120-42100-0000	
28900	1/4x1 -3/8x4 U-Bolts	5.58	12/13/2024	601-494-9440-42104-0000	
	Check Total:	148.05			
Vendor: ruban SE 8/17/24	Anthony Ruberto Special Event Escrow Refund - R Social 8/17/24	750.00	12/13/2024	Check Sequence: 90 100-000-0000-22004-0000	ACH Enabled: False
	Check Total:	750.00			
Vendor: safkl 95908502	Safety-Kleen Systems, Inc 30G PARTS WASHER - SOLVENT	405.18	12/13/2024	Check Sequence: 91 100-430-3000-42160-0000	ACH Enabled: False
	Check Total:	405.18			
Vendor: signar 2721	SignArt Co Inc Cast Aluminum Plaque-2nd Portion	535.00	12/13/2024	Check Sequence: 92 449-420-2210-44310-2209	ACH Enabled: False
	Check Total:	535.00			
Vendor: simpli 930983863516SFL	Simplifile LC Recording Fees November	330.45	12/13/2024	Check Sequence: 93 100-410-1325-43140-0000	ACH Enabled: False
	Check Total:	330.45			
Vendor: souwi 2550888	Southern Glazers Wine & Spirits of Minnesota Liquor Credit	-125.93	12/13/2024	Check Sequence: 94 609-497-9760-42510-0000	ACH Enabled: False
2553789	Liquor Credit	-267.00	12/13/2024	609-497-9760-42510-0000	
2556675	Liquor	268.28	12/13/2024	609-497-9760-42510-0000	
2556676	Liquor	11,733.16	12/13/2024	609-497-9760-42510-0000	
2556677	Liquor	1,335.03	12/13/2024	609-497-9760-42510-0000	
2559424	Liquor	2,762.40	12/13/2024	609-497-9760-42510-0000	
2559425	Wine	1,389.62	12/13/2024	609-497-9760-42530-0000	
	Check Total:	17,095.56			
Vendor: sprso	Springbrook Holding Co LLC			Check Sequence: 95	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
INV-019225	CivicPay Transaction Fee - November 2024	376.89	12/13/2024	603-496-9495-44300-0000	
INV-019225	CivicPay Transaction Fee - November 2024	953.31	12/13/2024	601-494-9440-44300-0000	
INV-019225	CivicPay Transaction Fee - November 2024	775.95	12/13/2024	602-495-9490-44300-0000	
INV-019225	CivicPay Transaction Fee - November 2024	110.85	12/13/2024	100-430-3245-44300-0000	
	Check Total:	2,217.00			
Vendor: srfeo	SRF Consulting Group Inc.			Check Sequence: 96	ACH Enabled: True
18554.00 - 1	TH 101/94 Interchange Bridge Rating	4,641.51	12/13/2024	402-430-3121-43030-2408	
	Check Total:	4,641.51			
Vendor: strei	Streicher's Inc.			Check Sequence: 97	ACH Enabled: False
I1731460	2023 Officer Wellness Allowance - Wills	467.93	12/13/2024	207-420-2100-42105-0000	
I1731461	2023 Officer Wellness Allowance - Wills	5.99	12/13/2024	207-420-2100-42105-0000	
I1732667	2024 Officer Wellness Allowance - Beck	138.99	12/13/2024	207-420-2100-42105-0000	
	Check Total:	612.91			
Vendor: theam	The American Bottling Co.			Check Sequence: 98	ACH Enabled: False
4849602283	Mix	721.62	12/13/2024	609-497-9760-42540-0000	
	Check Total:	721.62			
Vendor: thewi	The Wine Company			Check Sequence: 99	ACH Enabled: False
285505	Liquor	173.00	12/13/2024	609-497-9760-42510-0000	
285505	Wine	596.00	12/13/2024	609-497-9760-42530-0000	
	Check Total:	769.00			
Vendor: touem	Touch'em All Carwash LLC			Check Sequence: 100	ACH Enabled: True
November 2024	PD Car Washes - November	90.64	12/13/2024	100-420-2100-44040-0000	
	Check Total:	90.64			
Vendor: veidi	Veit Disposal Systems Inc.			Check Sequence: 101	ACH Enabled: False
VM 0000690128	Final Dumpster Charge For Salt Shed Repair.	382.00	12/13/2024	100-430-3000-43840-0000	
	Check Total:	382.00			
Vendor: vinin	Vinocopia Inc			Check Sequence: 102	ACH Enabled: True

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
0363612-IN	Wine	237.00	12/13/2024	609-497-9760-42530-0000	
0363612-IN	Liquor	149.75	12/13/2024	609-497-9760-42510-0000	
0363612-IN	THC	314.00	12/13/2024	609-497-9760-42535-0000	
	Check Total:	700.75			
Vendor: grain	W.W. Grainger, Inc.			Check Sequence: 103	ACH Enabled: True
9327883139	Garden Hose Adapters & Nozzles-ST 2	68.26	12/13/2024	449-420-2210-44310-2209	
9328151973	Ring Cutter X4	67.60	12/13/2024	207-420-2210-42105-0000	
9329736152	2E022 ELECTRO MECHANICAL TIMER 24 I	310.38	12/13/2024	410-450-5200-45300-2104	
9330104374	6YH57 TWIST ON WIRE CONNECTOR600 V	25.61	12/13/2024	410-450-5200-45300-2104	
9330104374	4KP28 ENCLOSURES MTLIC 8IN.HX 8IN.W	31.05	12/13/2024	410-450-5200-45300-2104	
9331567686	Paper Towels Trash Bags & TP	386.21	12/13/2024	205-450-5205-42100-0000	
9333096551	1FX71 HEX KEY TIP SIZE 5/16 IN. - FOR EC	43.98	12/13/2024	100-410-1941-42102-0000	
9333338656	Mop Bucket Handle & Wringer	103.42	12/13/2024	449-420-2210-44310-2209	
9333338664	783YH4 TUBE AND SHEET DRILL HIGH SPI	109.02	12/13/2024	100-450-5200-42105-0000	
	Check Total:	1,145.53			
Vendor: watla	Water Laboratories, Inc.			Check Sequence: 104	ACH Enabled: True
10296	Water Testing Nov 2024	555.00	12/13/2024	601-494-9440-44080-0000	
	Check Total:	555.00			
Vendor: thore	West Publishing Corporation			Check Sequence: 105	ACH Enabled: False
851155575	November Online Investigation Services	323.00	12/13/2024	100-420-2100-43100-0000	
	Check Total:	323.00			
Vendor: witpu	Witmer Public Safety Group			Check Sequence: 106	ACH Enabled: False
INV561636	HI-Lift Balance Due	233.34	12/13/2024	207-420-2210-42105-0000	
INV584312	Ladder/Escape Belts	789.80	12/13/2024	207-420-2210-42105-0000	
	Check Total:	1,023.14			
Vendor: wruse	Wruck Sewer & Portable Rental			Check Sequence: 107	ACH Enabled: False
125589	November Porta Potty Rental For Parks	358.62	12/13/2024	100-450-5200-43100-0000	
	Check Total:	358.62			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: xcele	Xcel Energy			Check Sequence: 108	ACH Enabled: False
51-9712220-4	STREETLIGHTS-METERED November	77.45	12/13/2024	100-430-3120-43160-0000	
51-9712220-4	STREETLIGHTS-METERED November	724.00	12/13/2024	100-430-3120-43160-0000	
51-9712220-4	STREETLIGHTS-METERED November	78.88	12/13/2024	100-430-3120-43160-0000	
51-9712220-4	STREETLIGHTS-UNMETERED November	5,326.73	12/13/2024	100-430-3120-43160-0000	
	Check Total:	6,207.06			
	Total for Check Run:	386,477.46			
	Total of Number of Checks:	108			

Accounts Payable

Computer Check Proof List by Vendor

User: mrathlisberger@rogersmn.gov
Printed: 12/20/2024 - 9:07AM
Batch: 00005.12.2024



Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: &rea 156	&rea Powerapps Development - PW Work Order App	450.00	12/20/2024	Check Sequence: 1 100-410-1330-43100-0000	ACH Enabled: True
	Check Total:	450.00			
Vendor: actfl 17464	Action Fleet Inc New Squad Build - 6845	1,872.10	12/20/2024	Check Sequence: 2 400-420-2100-45500-0000	ACH Enabled: False
	Check Total:	1,872.10			
Vendor: adain 4035961	Adam's Pest Control Inc Event Center Pest Control 12/5/24	98.00	12/20/2024	Check Sequence: 3 100-410-1941-43100-0000	ACH Enabled: True
	Check Total:	98.00			
Vendor: airgas 5512207588	Airgas Inc Oxygen & Acetylene	100.58	12/20/2024	Check Sequence: 4 100-430-3000-42160-0000	ACH Enabled: False
	Check Total:	100.58			
Vendor: amerp 146559	American Pressure Inc (3) AH48-47 Jumper Hoses 15'	168.20	12/20/2024	Check Sequence: 5 100-430-3000-42102-0000	ACH Enabled: True
	Check Total:	168.20			
Vendor: artba 11640	Art Barbarians Inc Retirement Prints (20)	2,000.00	12/20/2024	Check Sequence: 6 100-420-2210-42100-0000	ACH Enabled: False
	Check Total:	2,000.00			
Vendor: beaoi 1120333	Beaudry Oil & Service Inc. Fuel - Unleaded And Diesel	11,302.90	12/20/2024	Check Sequence: 7 100-000-0000-14100-0000	ACH Enabled: True

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	11,302.90			
Vendor: becje	Jeffrey Beck			Check Sequence: 8	ACH Enabled: True
Fall 2024	Tuition Reimbursement - J Beck Fall 2024	1,093.49	12/20/2024	100-420-2100-44360-0000	
	Check Total:	1,093.49			
Vendor: belco	Bellboy Corporation			Check Sequence: 9	ACH Enabled: True
0206020500	THC	455.00	12/20/2024	609-497-9760-42535-0000	
0206020500	Liquor	267.20	12/20/2024	609-497-9760-42510-0000	
0206044500	Wine	333.50	12/20/2024	609-497-9760-42530-0000	
	Check Total:	1,055.70			
Vendor: bolme	Bolton & Menk Inc			Check Sequence: 10	ACH Enabled: True
0351763	129th Ave Reconstruction Project - Phase 2	15,414.03	12/20/2024	402-430-3121-43030-2403	
0351764	Topographic Survey For Utility Field Inventory	3,699.88	12/20/2024	100-410-1950-43030-0000	
0351764	Topographic Survey For Utility Field Inventory	3,699.88	12/20/2024	601-494-9440-43030-0000	
0351764	Topographic Survey For Utility Field Inventory	3,699.87	12/20/2024	603-496-9495-43030-0000	
0351764	Topographic Survey For Utility Field Inventory	3,699.87	12/20/2024	602-495-9490-43030-0000	
0351765	Topographic Survey For 2025 PMP CIP 2501	21,382.00	12/20/2024	401-430-3121-43030-2501	
	Check Total:	51,595.53			
Vendor: booisl	Boom Island Brewing			Check Sequence: 11	ACH Enabled: True
1741	Beer	73.81	12/20/2024	609-497-9760-42520-0000	
	Check Total:	73.81			
Vendor: boutr	Bound Tree Medical, LLC			Check Sequence: 12	ACH Enabled: False
85582914	Israeli Bandages X6	70.74	12/20/2024	100-420-2210-42170-0000	
	Check Total:	70.74			
Vendor: Wirbe	BreakThru Beverage Minnesota Wine & Sprirts			Check Sequence: 13	ACH Enabled: True
118995753	Wine	1,103.95	12/20/2024	609-497-9760-42530-0000	
118995753	Liquor	3,249.95	12/20/2024	609-497-9760-42510-0000	
118995753	Mix	104.50	12/20/2024	609-497-9760-42540-0000	
119103988	Wine	1,065.40	12/20/2024	609-497-9760-42530-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
119103988	Liquor	390.35	12/20/2024	609-497-9760-42510-0000	
412884353	Liquor Credit	-217.45	12/20/2024	609-497-9760-42510-0000	
	Check Total:	5,696.70			
Vendor: terpo	Brookfield Renewable			Check Sequence: 14	ACH Enabled: False
200100238486	RWAS Solar November	59.19	12/20/2024	609-497-9760-43810-0000	
200100238487	RAC Solar - November	138.38	12/20/2024	205-450-5205-43810-0000	
	Check Total:	197.57			
Vendor: csmcc	C.S. McCrossan			Check Sequence: 15	ACH Enabled: False
12305	SPWEB440B Asphalt Mix-129th/Oakwood Dr. 5	702.00	12/20/2024	603-496-9495-44055-0000	
	Check Total:	702.00			
Vendor: canri	Cannon River Winery			Check Sequence: 16	ACH Enabled: False
17522	Wine	180.00	12/20/2024	609-497-9760-42530-0000	
	Check Total:	180.00			
Vendor: canre	Canteen Refreshment Services			Check Sequence: 17	ACH Enabled: False
MSP108141	RAC Concession Supplies	806.19	12/20/2024	205-450-5205-42550-0000	
MSP113693	Coffee For RAC Concessions	437.13	12/20/2024	205-450-5205-42550-0000	
	Check Total:	1,243.32			
Vendor: capbe	Capitol Beverage			Check Sequence: 18	ACH Enabled: True
3069098	Beer Credit	-57.83	12/20/2024	609-497-9760-42520-0000	
3069099	Beer	7,886.40	12/20/2024	609-497-9760-42520-0000	
3069099	Pop	135.00	12/20/2024	609-497-9760-42540-0000	
3069099	THC	1,706.00	12/20/2024	609-497-9760-42535-0000	
3069099	Liquor	172.40	12/20/2024	609-497-9760-42510-0000	
3072075	Beer	951.65	12/20/2024	609-497-9760-42520-0000	
3072075	Liquor	670.50	12/20/2024	609-497-9760-42510-0000	
	Check Total:	11,464.12			
Vendor: carti	Tiffany Carlson			Check Sequence: 19	ACH Enabled: False
809772	Damage Deposit Refund-Tiffany C. Baby Shwr 1	200.00	12/20/2024	100-000-0000-22000-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	200.00			
Vendor: cdwgo	CDW Government			Check Sequence: 20	ACH Enabled: False
AB8E55A	Ext. Hard Driv-Comm Coord Jennifer W.	148.79	12/20/2024	100-410-1325-42010-0000	
	Check Total:	148.79			
Vendor: cenen	CenterPoint Energy Resources Corp.			Check Sequence: 21	ACH Enabled: False
6403368750-6	Gas - 21701 Industrial Blvd. November	26.22	12/20/2024	100-410-1940-43830-0000	
	Check Total:	26.22			
Vendor: berbe	Chas. A. Bernick, Inc.			Check Sequence: 22	ACH Enabled: False
10291440	THC	555.72	12/20/2024	609-497-9760-42535-0000	
10291442	Beer	3,608.75	12/20/2024	609-497-9760-42520-0000	
10291445	THC Credit	-76.50	12/20/2024	609-497-9760-42535-0000	
10291446	Beer Credit	-92.29	12/20/2024	609-497-9760-42520-0000	
10293817	Beer	2,620.80	12/20/2024	609-497-9760-42520-0000	
10293818	THC	513.00	12/20/2024	609-497-9760-42535-0000	
10296455	THC	815.50	12/20/2024	609-497-9760-42535-0000	
10296457	Beer	756.90	12/20/2024	609-497-9760-42520-0000	
10296458	Beer Credit	-2.09	12/20/2024	609-497-9760-42520-0000	
	Check Total:	8,699.79			
Vendor: cinco	Cintas Corporation			Check Sequence: 23	ACH Enabled: True
4211409817	PD Floor Mats 11-13-24	70.96	12/20/2024	100-420-2100-44060-0000	
4213581419	CR Floor Mats 12/4/24	8.86	12/20/2024	100-410-1941-44060-0000	
4214323826	Uniform - PW 12/11/24	25.04	12/20/2024	100-430-3000-42180-0000	
4214323826	Uniform - SWR 12/11/24	6.02	12/20/2024	602-495-9490-42180-0000	
4214323826	Uniform - WTR 12/11/24	6.02	12/20/2024	601-494-9440-42180-0000	
4214323826	Uniform - Gen'l. Gov't. Bldgs 12/11/24	2.95	12/20/2024	100-410-1940-42180-0000	
4214323826	Uniform - PK 12/11/24	14.73	12/20/2024	100-450-5200-42180-0000	
4214323826	Uniform - Janitorial 12/11/24	2.24	12/20/2024	100-410-1940-44060-0000	
4214330512	PD Floor Mats 12-11-2024	21.60	12/20/2024	100-420-2100-44060-0000	
	Check Total:	158.42			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: citro	City of Rogers			Check Sequence: 24	ACH Enabled: False
003412-000	RWAS Water-November	52.40	12/20/2024	609-497-9760-43820-0000	
003952-000	Muni Water-November	26.11	12/20/2024	609-497-9770-43820-0000	
004728-000	Utility Service-12909 Main St November	35.01	12/20/2024	100-410-1940-43820-0000	
004729-000	Sr. Center Utilities - November	15.61	12/20/2024	100-450-5186-43820-0000	
004730-000	Water/Sewer-FD Nov '24	31.64	12/20/2024	100-420-2210-43820-0000	
004730-000	Water/Sewer-CR Nov '24	40.27	12/20/2024	100-410-1941-43820-0000	
004732-000	Utility Service-PW November	153.52	12/20/2024	100-430-3000-43820-0000	
004732-000	Utility Service-CH November	65.79	12/20/2024	100-410-1940-43820-0000	
004734-000	NCP Utilities - November	15.61	12/20/2024	100-450-5200-43820-0000	
004736-000	RAC Utilities - November	1,151.61	12/20/2024	205-450-5205-43820-0000	
007397-000	PD Sewer/Water - November	27.71	12/20/2024	100-420-2100-43820-0000	
008783-000	Utility Service-NCP Pk. Bldg. November	14.30	12/20/2024	100-450-5200-43820-0000	
010149-000	Event Center Utilities - November	87.51	12/20/2024	100-410-1941-43820-0000	
011577-000	Utility Service-Splash Pad November	43.34	12/20/2024	100-450-5200-43820-0000	
012576-000	21701 Industrial Blvd. - Boyer Bldg November	117.74	12/20/2024	100-410-1940-43820-0000	
	Check Total:	1,878.17			
Vendor: comca	Comcast Cable Communications Inc.			Check Sequence: 25	ACH Enabled: False
8772 10 560 000	8772 10 560 0008870 FD Dec '24	2.27	12/20/2024	100-420-2210-43210-0000	
	Check Total:	2.27			
Vendor: crowr	Crow River Farm Equipment			Check Sequence: 26	ACH Enabled: True
211400	24' X 2" X 1" X 11 GA. TUBE	59.47	12/20/2024	609-497-9760-42102-0000	
211400	20' X 3/4" X 3/4" X 1/8" Angle	20.05	12/20/2024	609-497-9760-42102-0000	
	Check Total:	79.52			
Vendor: cusco	Customer Contact Services			Check Sequence: 27	ACH Enabled: True
4388-121024	Answering Service Dec '24 & Jan '25	75.89	12/20/2024	602-495-9490-43100-0000	
4388-121024	Answering Service Dec '24 & Jan '25	75.89	12/20/2024	601-494-9440-43100-0000	
	Check Total:	151.78			
Vendor: dahdi	Dahlheimer Distributing Co.			Check Sequence: 28	ACH Enabled: True
2346975	THC	161.00	12/20/2024	609-497-9760-42535-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
2346975	Liquor	141.00	12/20/2024	609-497-9760-42510-0000	
2346975	NA	198.15	12/20/2024	609-497-9760-42540-0000	
2346975	Beer	675.40	12/20/2024	609-497-9760-42520-0000	
2349159	Beer	17,352.70	12/20/2024	609-497-9760-42520-0000	
2349364	Beer Buydown	-230.40	12/20/2024	609-497-9760-42520-0000	
2352317	NA	33.85	12/20/2024	609-497-9760-42540-0000	
2352317	Beer	954.81	12/20/2024	609-497-9760-42520-0000	
2354454	Beer	64.00	12/20/2024	609-497-9760-42520-0000	
	Check Total:	19,350.51			
Vendor: danman	Dangerous Man Brewing			Check Sequence: 29	ACH Enabled: True
IN -6260	Beer	402.00	12/20/2024	609-497-9760-42520-0000	
IN -6260	THC	430.00	12/20/2024	609-497-9760-42535-0000	
	Check Total:	832.00			
Vendor: dash	Dash Medical Gloves LLC			Check Sequence: 30	ACH Enabled: True
INV1321943	Large Exam Gloves	95.00	12/20/2024	100-420-2210-42170-0000	
	Check Total:	95.00			
Vendor: cldis	Dick Family Inc.			Check Sequence: 31	ACH Enabled: True
2022895	Beer Credit	-259.25	12/20/2024	609-497-9760-42520-0000	
2022896	NA	31.80	12/20/2024	609-497-9760-42540-0000	
2022896	THC	780.88	12/20/2024	609-497-9760-42535-0000	
2022896	Beer	982.80	12/20/2024	609-497-9760-42520-0000	
3300000034	THC Credit	-15.12	12/20/2024	609-497-9760-42535-0000	
	Check Total:	1,521.11			
Vendor: drysu	Drywall Supply, Inc.			Check Sequence: 32	ACH Enabled: False
807736	Damage Deposit Refund-Drywall Supply Party 1	500.00	12/20/2024	100-000-0000-22000-0000	
	Check Total:	500.00			
Vendor: ecmppu	ECM Publishers, Inc.			Check Sequence: 33	ACH Enabled: True
1027199	Public Notice - PD Drone 12.10.24	104.01	12/20/2024	100-420-2100-43520-0000	
1027200	Public Notice - Ordinance 2024-06	64.00	12/20/2024	100-410-1910-43520-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
1027201	Public Notice - Ordinance 2024-07	64.00	12/20/2024	100-410-1325-43520-0000	
1027202	Summary - Ordinance 2024-11	148.00	12/20/2024	100-410-1325-43520-0000	
1027203	PN - Summary Ord 2024-13	27.00	12/20/2024	602-495-9490-43520-0000	
1027203	PN - Summary Ord 2024-13	27.00	12/20/2024	601-494-9440-43520-0000	
1027203	PN - Summary Ord 2024-13	26.00	12/20/2024	603-496-9495-43520-0000	
1027204	PN - Summary Ord 2024-12 Master Fee Schedul	852.00	12/20/2024	100-410-1520-43520-0000	
	Check Total:	1,312.01			
Vendor: ecsi	ECSI System Integrators			Check Sequence: 34	ACH Enabled: False
24110438	Install (1) Advidia Camera To Replace Existing	940.00	12/20/2024	100-430-3000-44010-0000	
	Check Total:	940.00			
Vendor: facmo	Elliot Auto Supply Co, Inc.			Check Sequence: 35	ACH Enabled: False
128-206587	MTC SP550X CYFS12YPCTX SPARKPLUG (1	38.16	12/20/2024	100-430-3000-42103-0000	
128-Z17101	BATTERY CORE CREDIT	-22.40	12/20/2024	100-420-2100-42103-0000	
	Check Total:	15.76			
Vendor: elmc	Elm Creek WMO			Check Sequence: 36	ACH Enabled: False
12162024	Escrow-Watershed Review-Fletcher Bypass Proj	-5,900.00	12/20/2024	402-000-0000-10100-5000	
12162024	Escrow-Watershed Review-Fletcher Bypass Proj	5,900.00	12/20/2024	402-430-3121-43030-1409	
12162024	Escrow-Watershed Review-Fletcher Bypass Proj	5,900.00	12/20/2024	402-000-0000-10100-0000	
	Check Total:	5,900.00			
Vendor: embsy	Embedded Systems Inc			Check Sequence: 37	ACH Enabled: True
344795	Siren Maintenance FD Jan - June '25	2,998.20	12/20/2024	100-000-0000-15500-0000	
	Check Total:	2,998.20			
Vendor: eneinc	Enervation Inc			Check Sequence: 38	ACH Enabled: False
0042266-IN	Insulate Ice Arena Pump Strainer And Piping	-2,680.00	12/20/2024	205-000-0000-10100-4018	
0042266-IN	Insulate Ice Arena Pump Strainer And Piping	2,680.00	12/20/2024	205-000-0000-10100-0000	
0042266-IN	Insulate Ice Arena Pump Strainer And Piping	2,680.00	12/20/2024	205-450-5205-44040-0000	
	Check Total:	2,680.00			
Vendor: fehco	Fehn Companies, Inc			Check Sequence: 39	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
830695	Damage Deposit Refund-Fehn Holiday Party 12/	500.00	12/20/2024	100-000-0000-22000-0000	
	Check Total:	500.00			
Vendor: feren	Ferguson Enterprises #1657			Check Sequence: 40	ACH Enabled: False
1100552	Parts For New Ice Maker At FD #2.	205.37	12/20/2024	449-420-2210-45200-2209	
	Check Total:	205.37			
Vendor: fireq	FES Inc			Check Sequence: 41	ACH Enabled: True
21278	Boots-Ende Carlson Skomra & Beach	1,590.99	12/20/2024	100-420-2210-42106-0000	
	Check Total:	1,590.99			
Vendor: selac	Further			Check Sequence: 42	ACH Enabled: False
17135404	FSA Participant Fees December	40.50	12/20/2024	100-410-1325-43015-0000	
	Check Total:	40.50			
Vendor: mires	Global Reserve			Check Sequence: 43	ACH Enabled: True
ORD-13502	THC	2,304.00	12/20/2024	609-497-9760-42535-0000	
	Check Total:	2,304.00			
Vendor: grabe	Grape Beginnings, Inc.			Check Sequence: 44	ACH Enabled: False
MN00158375	Wine	364.00	12/20/2024	609-497-9760-42530-0000	
	Check Total:	364.00			
Vendor: grelaco	Great Lakes Coca Cola			Check Sequence: 45	ACH Enabled: False
44661594024	Mix	1,380.12	12/20/2024	609-497-9760-42540-0000	
	Check Total:	1,380.12			
Vendor: hencosh	Hennepin County Accounts Receivable			Check Sequence: 46	ACH Enabled: False
1000236323	Radio Fleet Fee-Nov '24	4,463.04	12/20/2024	100-420-2210-43250-0000	
1000236348	Radio Fleet Fee For November	555.60	12/20/2024	100-430-3000-43250-0000	
1000236372	Radio Fleet Fee - November	4,861.55	12/20/2024	100-420-2100-44120-0000	
	Check Total:	9,880.19			
Vendor: henpu	Hennepin County Recorder			Check Sequence: 47	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
1000235830	RecordEASE Web Transactions December	37.50	12/20/2024	100-430-3000-44300-0000	
1000235830	RecordEASE Web Transactions December	37.50	12/20/2024	100-410-1325-44300-0000	
	Check Total:	75.00			
Vendor: hencoel 24RGR	Hennepin County Treasurer 2024 Election Supplies/Maintenance	65.75	12/20/2024	Check Sequence: 48 100-410-1410-42000-0000	ACH Enabled: False
	Check Total:	65.75			
Vendor: hencoen 12/10/2024	Hennepin County Treasurer SCP Concessions Stand - Plan Review App	171.00	12/20/2024	Check Sequence: 49 410-450-5200-45300-2104	ACH Enabled: False
	Check Total:	171.00			
Vendor: htgar 23255	Hickey Thorstenson Grover LTD RAC Expansion Engineering/Design - 11/2024	20,572.66	12/20/2024	Check Sequence: 50 411-450-5205-43030-2406	ACH Enabled: False
	Check Total:	20,572.66			
Vendor: hohen 776101	Hohensteins Inc Beer	162.00	12/20/2024	Check Sequence: 51 609-497-9760-42520-0000	ACH Enabled: False
	Check Total:	162.00			
Vendor: hoiko 022-056 - 19	Hoisington Koegler Group Inc Shoreland Ordinance Phase 2 October	1,515.00	12/20/2024	Check Sequence: 52 100-410-1910-43100-0000	ACH Enabled: False
022-056 - 20	Shoreland Ordinance Phase 2 November	2,392.89	12/20/2024	100-410-1910-43100-0000	
	Check Total:	3,907.89			
Vendor: theid 13178	Ideal Service Inc Troubleshoot The Well #7 Drive On 10/9/24	210.00	12/20/2024	Check Sequence: 53 601-494-9440-44040-0000	ACH Enabled: False
	Check Total:	210.00			
Vendor: illca LL114420	Illinois Casualty Company 2025 Liability Insurance For RWAS And Event C	5,962.00	12/20/2024	Check Sequence: 54 609-000-0000-15500-0000	ACH Enabled: False
	Check Total:	5,962.00			
Vendor: piopr	iPROMOTEu			Check Sequence: 55	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
2348256P18	New Employee Logo Wear - D. Baaney	138.28	12/20/2024	100-410-1330-42000-0000	
	Check Total:	138.28			
Vendor: frobu	iSport Networks LLC			Check Sequence: 56	ACH Enabled: False
RAC241201	RAC Expansion-Naming Rights Consult-Phase I	2,500.00	12/20/2024	410-450-5200-43100-0000	
	Check Total:	2,500.00			
Vendor: jlgar	JLG Architects			Check Sequence: 57	ACH Enabled: True
20166-14	Work on Rogers Indoor Turf Facility	31,332.37	12/20/2024	410-450-5200-43030-2201	
	Check Total:	31,332.37			
Vendor: johbr	Johnson Brothers Liquor Co.			Check Sequence: 58	ACH Enabled: False
2684319	Liquor	0.15	12/20/2024	609-497-9760-42510-0000	
2684320	Wine	263.25	12/20/2024	609-497-9760-42530-0000	
2684351	Liquor	1,058.94	12/20/2024	609-497-9760-42510-0000	
2684352	Liquor	743.93	12/20/2024	609-497-9760-42510-0000	
2684353	Wine	860.00	12/20/2024	609-497-9760-42530-0000	
3730674	Beer	55.40	12/20/2024	609-497-9760-42520-0000	
3732280	THC	336.90	12/20/2024	609-497-9760-42535-0000	
6894448	Wine	361.30	12/20/2024	609-497-9760-42530-0000	
6894473	Liquor	1,230.65	12/20/2024	609-497-9760-42510-0000	
6894474	Wine	1,525.15	12/20/2024	609-497-9760-42530-0000	
7499992	Wine	267.50	12/20/2024	609-497-9760-42530-0000	
7500001	Wine	2,971.50	12/20/2024	609-497-9760-42530-0000	
	Check Total:	9,674.67			
Vendor: jusbr	Just Breathing LLC			Check Sequence: 59	ACH Enabled: True
#12-2024	Tai Chi And Musical Moves Classes 11/4-12/16	167.00	12/20/2024	100-450-5186-43443-0000	
	Check Total:	167.00			
Vendor: shagr	Kelbro Company			Check Sequence: 60	ACH Enabled: False
3097332	Ice	45.06	12/20/2024	609-497-9760-42570-0000	
FCHG	Muni Late Fee	1.48	12/20/2024	609-497-9770-44300-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	46.54			
Vendor: kengr	Kennedy & Graven, Chartered			Check Sequence: 61	ACH Enabled: False
K&GRoers	Roers Conduit Debt Professional Svcs	7,503.75	12/20/2024	100-410-1325-43040-8150	
RG110-00055	Duffy Housing TIF October 2024	645.00	12/20/2024	203-410-1325-43040-8150	
RG110-00060	Craft And Crew Loan November 2024	5,893.75	12/20/2024	609-497-9770-43040-0000	
RG135-00001	General Municipal Matters November 2024	1,110.00	12/20/2024	100-410-1325-43040-0000	
RG135-00011	Police Department Matter November 2024	915.75	12/20/2024	100-420-2100-43040-0000	
RG135-00020	Duffy Development November 2024	323.75	12/20/2024	203-410-1325-43040-8150	
RG135-00096	2024 City Council Meetings November 2024	1,295.00	12/20/2024	100-410-1325-43040-0000	
RG135-00097	Stieg Woods November 2024	72.00	12/20/2024	404-450-5200-43040-2303	
RG135-00109	Sale Of Rogers Muni Bar To Craft & Crew Nov	802.00	12/20/2024	609-497-9770-43040-0000	
RG135-00113	Fletcher Bypass Matter November 2024	292.00	12/20/2024	402-430-3121-43040-1409	
RG135-00113	Fletcher Bypass Matter November 2024	-292.00	12/20/2024	402-000-0000-10100-5000	
RG135-00113	Fletcher Bypass Matter November 2024	292.00	12/20/2024	402-000-0000-10100-0000	
RG135-00114	Veit Headquarters November 2024	1,426.00	12/20/2024	100-410-1325-43040-8150	
	Check Total:	20,279.00			
Vendor: kjoen	Kjolhaug Environmental Serv. Co., Inc.			Check Sequence: 62	ACH Enabled: True
807605	2023-076 - Rogers City - Veit Kemmetmueller D	480.00	12/20/2024	603-496-9495-43030-8150	
807655	2024-199 - City Of Rogers - LGU Wood Lane Vi	633.50	12/20/2024	603-496-9495-43030-8150	
807673	2021-050 - Rogers City - Laurel Creek CR117 M	148.48	12/20/2024	603-496-9495-43030-8150	
	Check Total:	1,261.98			
Vendor: konin	KONE Inc			Check Sequence: 63	ACH Enabled: False
871531816	CH/PW Elevator Maintenance December	151.28	12/20/2024	100-410-1940-44010-0000	
871531816	RAC Elevator Maintenance December	151.28	12/20/2024	205-450-5205-44010-0000	
871531817	PD Elevator Maintenance - December	156.07	12/20/2024	100-420-2100-44010-0000	
	Check Total:	458.63			
Vendor: kueco	KUE Contractors Inc			Check Sequence: 64	ACH Enabled: False
Pay App #14	Pay App #14 - Fire Station 2	148,701.60	12/20/2024	449-420-2210-45200-2209	
	Check Total:	148,701.60			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: lanen 36241	Landform Professional Services, LLC Sign Ordinance Update - October 2024	1,762.10	12/20/2024	Check Sequence: 65 100-410-1910-43100-0000	ACH Enabled: True
	Check Total:	1,762.10			
Vendor: lifas 1536148	Life-Assist, Inc Suction Pumps And Refill Containers	387.25	12/20/2024	Check Sequence: 66 100-420-2100-42170-0000	ACH Enabled: False
	Check Total:	387.25			
Vendor: lucli E-3260 E-3260	Luce Line Brewing Beer THC	310.00 603.00	12/20/2024 12/20/2024	Check Sequence: 67 609-497-9760-42520-0000 609-497-9760-42535-0000	ACH Enabled: False
	Check Total:	913.00			
Vendor: lyn&mc I023444 I023457	Lynde & McLeod, Inc YARDWASTE ACTIVITY FOR NOVEMBER YARDWASTE ACTIVITY FOR NOVEMBER	233.05 3,639.35	12/20/2024 12/20/2024	Check Sequence: 68 100-450-5200-43180-0000 100-450-5200-43180-0000	ACH Enabled: False
	Check Total:	3,872.40			
Vendor: mamun 394422 394422 394422 394422 394422	M Amundson Cigar & Candy Co LLP Mix Shot Glasses Cups & Pourers Squeeze Limes Suckers & Bags Tobacco	24.48 48.00 21.38 53.39 1,207.92	12/20/2024 12/20/2024 12/20/2024 12/20/2024 12/20/2024	Check Sequence: 69 609-497-9760-42540-0000 609-497-9760-42580-0000 609-497-9760-42550-0000 609-497-9760-42100-0000 609-497-9760-42560-0000	ACH Enabled: True
	Check Total:	1,355.17			
Vendor: madga 12/13/24	Madden, Galanter, Hansen, LLP Labor Relations Services November	1,824.21	12/20/2024	Check Sequence: 70 100-410-1325-43040-0000	ACH Enabled: False
	Check Total:	1,824.21			
Vendor: matttri 0030637307	Matheson Tri-Gas Inc Monthly Medical Oxygen Fee - November	210.52	12/20/2024	Check Sequence: 71 100-420-2100-42170-0000	ACH Enabled: False
	Check Total:	210.52			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: cleri	McDonald Distributing Company			Check Sequence: 72	ACH Enabled: True
782214	Beer	253.50	12/20/2024	609-497-9760-42520-0000	
	Check Total:	253.50			
Vendor: menar	Menards, Inc.			Check Sequence: 73	ACH Enabled: True
41513	6 -OUTLET STAKE TIMER	8.99	12/20/2024	100-450-5200-42100-0000	
41513	3/4" EMT STEEL S.SCRW CON	15.98	12/20/2024	410-450-5200-45300-2104	
41513	1 1/4" LOCKNUT	1.28	12/20/2024	410-450-5200-45300-2104	
41513	INDR-DIG-AS-TIMER-GRD-2	12.99	12/20/2024	410-450-5200-45300-2104	
41513	PERFORMAX 25' TAPE	14.98	12/20/2024	410-450-5200-45300-2104	
41513	1-1/4" INSUL BSHNG	0.88	12/20/2024	410-450-5200-45300-2104	
41513	STEP DRILL BIT SET 2PC	29.99	12/20/2024	410-450-5200-45300-2104	
41513	1-1/4"PVC CONDUI END BELL	8.31	12/20/2024	410-450-5200-45300-2104	
41513	70CT LED FACETED C6	99.90	12/20/2024	100-450-5200-42100-0000	
41513	70CT LED FACETED C6	69.93	12/20/2024	100-450-5200-42100-0000	
41513	4-1/2" METAL CUTTING 1/16	9.80	12/20/2024	410-450-5200-45300-2104	
41513	MECHANICAL STAKE TIMER	16.99	12/20/2024	100-450-5200-42100-0000	
41639	PADDED SHOULDER STRAP	4.99	12/20/2024	601-494-9440-42100-0000	
41639	1" PVC CAP	5.85	12/20/2024	601-494-9440-42100-0000	
41639	1-1/2" COPPER STRAP	0.49	12/20/2024	601-494-9440-42100-0000	
41639	SCREW EYE #208 1-3/8"	0.97	12/20/2024	601-494-9440-42100-0000	
41639	1" X 5' SCH 40 PVC PIPE	5.35	12/20/2024	601-494-9440-42100-0000	
41639	S -HOOK CLOSED 2-1/8" 3 -PC	1.48	12/20/2024	601-494-9440-42100-0000	
41639	1-1/4" COPPER STRAP	4.05	12/20/2024	601-494-9440-42100-0000	
41805	3/4MIPX1/2"FIP BRASS BUSH	7.30	12/20/2024	449-420-2210-45200-2209	
41805	3/8COMP X 3/8MIP ELBOW	3.18	12/20/2024	449-420-2210-45200-2209	
41805	5PK UNION 3/BCOMP X 1/2M	9.99	12/20/2024	449-420-2210-45200-2209	
41805	1/2MIPX3/8"FIP BRASS BUSH	4.32	12/20/2024	449-420-2210-45200-2209	
41805	25PK COMP SLEEVE 3/8"	5.49	12/20/2024	449-420-2210-45200-2209	
41823	VINTAGE XL WM GRY	13.99	12/20/2024	601-494-9440-42100-0000	
41996	1/2" SADDLE CNNCTR	7.14	12/20/2024	410-450-5200-45300-2104	
41996	1-7/8" STEEL HANDYBOX	2.96	12/20/2024	410-450-5200-45300-2104	
41996	4X1-1/2 OCT1/2 KO &BRKT	3.28	12/20/2024	410-450-5200-45300-2104	
41996	4X1-1/2 OCT1/2 KO &BRKT	-3.28	12/20/2024	410-450-5200-45300-2104	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
41996	3X5' U.S. DLX NYL FLAG	22.78	12/20/2024	100-410-1940-42102-0000	
41996	4X1-1/2 OCT1/2 KO &BRKT	3.28	12/20/2024	410-450-5200-45300-2104	
	Check Total:	393.63			
Vendor: metch	Metro Chief Fire Officers Assn			Check Sequence: 74	ACH Enabled: False
MCFOA '25	MCFOA '25 Membership	100.00	12/20/2024	100-420-2210-44330-0000	
	Check Total:	100.00			
Vendor: metcou	Metropolitan Council Environmental Services			Check Sequence: 75	ACH Enabled: True
November 2024	SAC Report 11/2024	49,203.00	12/20/2024	408-430-3330-43851-0000	
	Check Total:	49,203.00			
Vendor: mpstma	MN Park & Sports Turf Managers Assoc.			Check Sequence: 76	ACH Enabled: False
2025	2025 MPSFMA DUES - Weltzin & Daluge	140.00	12/20/2024	100-450-5200-44330-0000	
	Check Total:	140.00			
Vendor: mniaai	MNIAAI			Check Sequence: 77	ACH Enabled: False
2205	'25 MNIAAI Membership	50.00	12/20/2024	100-420-2210-44330-0000	
	Check Total:	50.00			
Vendor: mrcut	MR Cutting Edge, LLC			Check Sequence: 78	ACH Enabled: True
7060	Blade Sharpening	189.00	12/20/2024	205-450-5205-44040-0000	
	Check Total:	189.00			
Vendor: napa	NAPA Auto Parts			Check Sequence: 79	ACH Enabled: False
372802	PREMIUM CAPSULES - FD '19 Tahoe	35.88	12/20/2024	100-420-2210-42103-0000	
372802	PREMIUM CAPSULES - FD '19 Tahoe	35.88	12/20/2024	100-420-2210-42103-0000	
372878	NAPA H11NVLED2 BULB - FD '19 Tahoe	69.60	12/20/2024	100-420-2210-42103-0000	
	Check Total:	141.36			
Vendor: offde	Office Depot			Check Sequence: 80	ACH Enabled: False
398039622001	Office Supplies (Deskpad Pens Papers & Binders)	157.44	12/20/2024	100-420-2100-42000-0000	
398039623001	Office Supply - Wall Calendar	10.23	12/20/2024	100-420-2100-42000-0000	
398039625001	Office Supplies - 5 Pack USBs	25.09	12/20/2024	100-420-2100-42000-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	192.76			
Vendor: onlso	Online Solutions LLC			Check Sequence: 81	ACH Enabled: False
5866	Citizenserve Subscr (Eric B.) 1/1/25-12/31/25	1,803.67	12/20/2024	100-000-0000-15500-0000	
5866	Citizenserve Subscr (Eric B.) 10/11/24-12/31/24	400.71	12/20/2024	100-410-1910-43190-0000	
	Check Total:	2,204.38			
Vendor: pomti	Pomp's Tire Service Inc.			Check Sequence: 82	ACH Enabled: True
150186981	Tire Repair On PW Loader #20-006	757.49	12/20/2024	100-430-3000-44040-0000	
	Check Total:	757.49			
Vendor: repse	Republic Services #899			Check Sequence: 83	ACH Enabled: False
0899-004623236	Curbside Recycling November	22,719.80	12/20/2024	100-430-3245-43100-0000	
0899-004631589	RWAS Trash November	798.69	12/20/2024	609-497-9760-43840-0000	
0899-004631679	Muni Trash November	620.51	12/20/2024	609-497-9770-43840-0000	
0899-004631721	Refuse-CR Nov '24	282.92	12/20/2024	100-410-1941-43840-0000	
0899-004631721	Refuse-FD Nov '24	31.44	12/20/2024	100-420-2210-43840-0000	
0899-004631761	CH-Garbage November	92.05	12/20/2024	100-410-1940-43840-0000	
0899-004631761	PW-Garbage November	214.77	12/20/2024	100-430-3000-43840-0000	
0899-004631792	RAC Garbage And Recycling - Dec	356.13	12/20/2024	205-450-5205-43840-0000	
0899-004631913	PD Garbage Services - December	303.70	12/20/2024	100-420-2100-43840-0000	
0899-004632180	Event Center Garbage Pickup - Nov	467.64	12/20/2024	100-410-1941-43840-0000	
	Check Total:	25,887.65			
Vendor: rogtr	Rogers True Value Hardware Inc			Check Sequence: 84	ACH Enabled: False
28907	1/4x3/8x100 Poly Tube	3.16	12/20/2024	449-420-2210-44310-2209	
28911	3/16STL/Zinc Quick Links	9.16	12/20/2024	100-450-5200-42103-0000	
28919	CHR Receiv Pin/Lock	22.99	12/20/2024	601-494-9440-42100-0000	
	Check Total:	35.31			
Vendor: rpmgr	RPM Graphics Incorporated			Check Sequence: 85	ACH Enabled: False
28926	Create And Install Park And Rec Vinyl Decals	209.00	12/20/2024	205-450-5205-42102-0000	
	Check Total:	209.00			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: safsig 24005843	Safety Signs LLC Traffic Control - 101 & Main St.	325.00	12/20/2024	Check Sequence: 86 100-430-3000-44100-0000	ACH Enabled: False
	Check Total:	325.00			
Vendor: scrin AW16081	SCR Inc St Cloud Compressor 2 Shaft Seal Replacement 11/25/24	2,450.48	12/20/2024	Check Sequence: 87 205-450-5205-44040-0000	ACH Enabled: False
	Check Total:	2,450.48			
Vendor: simpli 930981297426SFL	Simplifile LC Record Fee Res 2024-127 Lot Com-23500 Saddl	46.25	12/20/2024	Check Sequence: 88 100-410-1910-43520-0000	ACH Enabled: False
930981297426SFL	Record Fee-Perm Ease-Mary Queen/Fletcher By	46.25	12/20/2024	402-430-3121-43520-1409	
	Check Total:	92.50			
Vendor: skysya 104128	Skyline Salt Solutions Treated Salt	35,589.24	12/20/2024	Check Sequence: 89 100-430-3120-42240-0000	ACH Enabled: False
	Check Total:	35,589.24			
Vendor: souwi 2562269	Southern Glazers Wine & Spirits of Minnesota Delivery Charge	1.28	12/20/2024	Check Sequence: 90 609-497-9760-42510-0000	ACH Enabled: False
2562270	Delivery Charge	1.28	12/20/2024	609-497-9760-42510-0000	
2562271	Liquor	8,286.44	12/20/2024	609-497-9760-42510-0000	
2562272	NA	546.40	12/20/2024	609-497-9760-42540-0000	
2562273	Wine	1,327.31	12/20/2024	609-497-9760-42530-0000	
2565204	Liquor	4,962.23	12/20/2024	609-497-9760-42510-0000	
2565205	Mix	83.56	12/20/2024	609-497-9760-42540-0000	
2565206	Wine	1,290.46	12/20/2024	609-497-9760-42530-0000	
5118880	Liquor	347.14	12/20/2024	609-497-9760-42510-0000	
	Check Total:	16,846.10			
Vendor: stuth 810323	Student Theatrical Arts Association of Rogers Damage Deposit Refund-STAAR RAC Room 11	200.00	12/20/2024	Check Sequence: 91 100-000-0000-22000-0000	ACH Enabled: False
	Check Total:	200.00			
Vendor: accbe	TASC			Check Sequence: 92	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
IN3302908	Active Continuant Fee November	5.00	12/20/2024	100-410-1325-44300-0000	
	Check Total:	5.00			
Vendor: edge 830701	The EDGE Christian Fellowship Damage Deposit Refund-The EDGE Christian 11	300.00	12/20/2024	Check Sequence: 93 100-000-0000-22000-0000	ACH Enabled: False
	Check Total:	300.00			
Vendor: tieda 121024	David Tiemann Reimburse For Safety Boots - D. Tiemann	200.00	12/20/2024	Check Sequence: 94 100-430-3000-42180-0000	ACH Enabled: False
	Check Total:	200.00			
Vendor: urbgr E-38286 E-38286	Urban Growler Brewing Company, LLC THC Beer	410.00 261.00	12/20/2024 12/20/2024	Check Sequence: 95 609-497-9760-42535-0000 609-497-9760-42520-0000	ACH Enabled: False
	Check Total:	671.00			
Vendor: verit 807729	Veritiv Damage Deposit Refund - Veritiv Party 12/4/24	500.00	12/20/2024	Check Sequence: 96 100-000-0000-22000-0000	ACH Enabled: False
	Check Total:	500.00			
Vendor: verwi 6100299503	Verizon Wireless Services, LLC Verizon-FD Nov '24	570.16	12/20/2024	Check Sequence: 97 100-420-2210-43210-0000	ACH Enabled: True
	Check Total:	570.16			
Vendor: grain 9340956664 9340956672 9340956672	W.W. Grainger, Inc. 5EFF2 BATTERY 6VDC 4.5AH 0.187" FASTO 53YZ46 DRILL CORDLESS 2100 RPM 18V D 43GZ43 INNER FLANGE	95.82 158.84 38.20	12/20/2024 12/20/2024 12/20/2024	Check Sequence: 98 100-430-3000-42103-0000 100-450-5200-42105-0000 100-450-5200-42105-0000	ACH Enabled: True
	Check Total:	292.86			
Vendor: watco 146526 146696 146749	Watson Company RAC Concessions And Supplies RAC Concessions RAC Concessions	811.09 844.02 240.42	12/20/2024 12/20/2024 12/20/2024	Check Sequence: 99 205-450-5205-42550-0000 205-450-5205-42550-0000 205-450-5205-42550-0000	ACH Enabled: True

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	1,895.53			
Vendor: wesro	West Rondeau Lake Drive LLC			Check Sequence: 100	ACH Enabled: False
1762-1	Purchase Wetland Mitigation Credits	-63,336.81	12/20/2024	402-000-0000-10100-5000	
1762-1	Purchase Wetland Mitigation Credits	63,336.81	12/20/2024	402-430-3121-44310-1409	
1762-1	Purchase Wetland Mitigation Credits	63,336.81	12/20/2024	402-000-0000-10100-0000	
	Check Total:	63,336.81			
Vendor: wetcr	Wetland Credit Agency			Check Sequence: 101	ACH Enabled: False
527	Purchase Wetland Mitigation Credits	-78,816.22	12/20/2024	402-000-0000-10100-5000	
527	Purchase Wetland Mitigation Credits	78,816.22	12/20/2024	402-430-3121-44310-1409	
527	Purchase Wetland Mitigation Credits	78,816.22	12/20/2024	402-000-0000-10100-0000	
	Check Total:	78,816.22			
Vendor: fsf	Working Fire Furniture & Mattress Co Inc			Check Sequence: 102	ACH Enabled: False
7654	Kitchen Chairs-FD St 2	1,572.46	12/20/2024	449-420-2210-45200-2209	
	Check Total:	1,572.46			
Vendor: wsbas	WSB & Associates, Inc.			Check Sequence: 103	ACH Enabled: True
R-017511-000-46	Skye Meadows 2nd Addition October 2024	425.00	12/20/2024	100-410-1950-43030-8150	
R-019314-000-30	Towns At Fox Creek (Busch) October 2024	765.00	12/20/2024	100-410-1950-43030-8150	
R-019437-000-34	Skye Meadows 3rd Addition October 2024	510.00	12/20/2024	100-410-1950-43030-8150	
R-019805-000-29	Aster Mills (Pulte) October 2024	1,360.00	12/20/2024	100-410-1950-43030-8150	
R-019812-000-27	Big Woods (Forestar) October 2024	2,706.25	12/20/2024	100-410-1950-43030-8150	
R-020120-000-29	Harvest View (Tamarack) October 2024	703.75	12/20/2024	100-410-1950-43030-8150	
R-020241-000-28	Grass Lake Preserve Development - October 202	873.75	12/20/2024	100-410-1950-43030-8150	
R-020362-000-20	David Koch Reconstruction Project - October 20	1,400.00	12/20/2024	401-430-3121-43030-2204	
R-022690-000-19	Skye Meadows 4th Addition - October 2024	1,191.25	12/20/2024	100-410-1950-43030-8150	
R-022691-000-16	Skye Meadows 5th Addition October 2024	5,226.25	12/20/2024	100-410-1950-43030-8150	
R-023609-000-15	Aster Mills 2nd Addition October 2024	1,046.25	12/20/2024	100-410-1950-43030-8150	
R-025294-000-6	Big Woods 2nd Addition October 2024	5,175.00	12/20/2024	100-410-1950-43030-8150	
R-025295-000-6	Harvest View 2nd Addition October 2024	1,440.00	12/20/2024	100-410-1950-43030-8150	
R-025297-000-6	Skye Meadows 7th Addition October 2024	2,594.25	12/20/2024	100-410-1950-43030-8150	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Check Total:		25,416.75			
Vendor: xcele	Xcel Energy			Check Sequence: 104	ACH Enabled: False
51-6488910-9	Public Works-22350 S. Diamond Lk. Rd. Novem	548.72	12/20/2024	100-430-3000-43810-0000	
51-6488910-9	Community Rm-21201 Memorial Dr November	168.44	12/20/2024	100-410-1941-43810-0000	
51-6488910-9	Sec. Lights Civic Storage Bldg-21195 Mem'l Dr.	17.63	12/20/2024	100-410-1940-43810-0000	
51-6488910-9	Police Dept. - 21860 Industrial Blvd. November	376.83	12/20/2024	100-420-2100-43810-0000	
51-6488910-9	Boyer -21701 Industrial Blvd November	867.59	12/20/2024	100-410-1940-43810-0000	
51-6488910-9	Fire Dept.-21201 Memorial Dr November	132.35	12/20/2024	100-420-2210-43810-0000	
51-6488910-9	City Hall-22350 S. Diamond Lk. Rd November	235.17	12/20/2024	100-410-1940-43810-0000	
51-6488910-9	Event Center-12716 Main St November	1,512.86	12/20/2024	100-410-1941-43810-0000	
51-6488910-9	Sr. Center-12913 Main St November	136.39	12/20/2024	100-450-5186-43810-0000	
51-6488910-9	Civic Storage Bldg.-21195 Memorial Dr. Novem	25.57	12/20/2024	100-410-1940-43810-0000	
51-6488910-9	Hassan Town Hall-25000 Hassan Pkwy Novemb	93.96	12/20/2024	100-410-1940-43810-0000	
51-6488910-9	Vacant City Bldg.-12909 Main St November	45.82	12/20/2024	100-410-1940-43810-0000	
Check Total:		4,161.33			
Vendor: xcele	Xcel Energy			Check Sequence: 105	ACH Enabled: False
51-6488909-6	TRIANGLE PARK/VETERAN'S MEM'L. - 127	41.16	12/20/2024	100-450-5200-43810-0000	
51-6488909-6	LION'S SPLASH PAD November	174.57	12/20/2024	100-450-5200-43810-0000	
51-6488909-6	RESERVOIR FIELDS IRRIGATION November	80.43	12/20/2024	100-450-5200-43810-0000	
51-6488909-6	LYNCH PARK - 21901 137TH AVE. N. Noveml	82.58	12/20/2024	100-450-5200-43810-0000	
51-6488909-6	NCP - 13750 BITTERSWEET DR. November	896.36	12/20/2024	100-450-5200-43810-0000	
Check Total:		1,275.10			
Vendor: xcele	Xcel Energy			Check Sequence: 106	ACH Enabled: False
51-6488907-4	WELL #8 November	758.30	12/20/2024	601-494-9440-43810-0000	
51-6488907-4	WELL #6 November	830.46	12/20/2024	601-494-9440-43810-0000	
51-6488907-4	WELL #9 November	1,910.43	12/20/2024	601-494-9440-43810-0000	
51-6488907-4	WATER BOOSTER STATION MAIN ST Nover	450.09	12/20/2024	601-494-9440-43810-0000	
51-6488907-4	WELL #4 November	565.74	12/20/2024	601-494-9440-43810-0000	
51-6488907-4	WATER TOWER G WEBER DR 400K Novemb	332.80	12/20/2024	601-494-9440-43810-0000	
51-6488907-4	WELL #5 November	1,150.96	12/20/2024	601-494-9440-43810-0000	
51-6488907-4	WELL #7 November	767.98	12/20/2024	601-494-9440-43810-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
51-6488907-4	WATER TOWER ORCHID AVE 750K Novemb	267.07	12/20/2024	601-494-9440-43810-0000	
51-6488907-4	GROUND STORAGE November	2,348.01	12/20/2024	601-494-9440-43810-0000	
51-6488907-4	WELL #3 November	1,725.17	12/20/2024	601-494-9440-43810-0000	
	Check Total:	11,107.01			
Vendor: xcele	Xcel Energy			Check Sequence: 107	ACH Enabled: False
51-6488911-0	TRAFFIC SIGNALS November	1,200.90	12/20/2024	100-430-3120-43170-0000	
	Check Total:	1,200.90			
	Total for Check Run:	735,712.03			
	Total of Number of Checks:	107			

Accounts Payable

Computer Check Proof List by Vendor

User: mrathlisberger@rogersmn.gov
Printed: 12/31/2024 - 10:54AM
Batch: 00006.12.2024



Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: tenku 102824	10K Custom Lettering RAC Shirts And Hoodies	894.00	12/31/2024	Check Sequence: 1 205-450-5205-42180-0000	ACH Enabled: False
	Check Total:	894.00			
Vendor: actfl 17495	Action Fleet Inc New Squad Build - 6835	627.50	12/31/2024	Check Sequence: 2 400-420-2100-45500-0000	ACH Enabled: False
	Check Total:	627.50			
Vendor: almed 3878	Allied Medical Training EMT Certification-Bebeau	1,930.50	12/31/2024	Check Sequence: 3 207-420-2210-44360-0000	ACH Enabled: False
	Check Total:	1,930.50			
Vendor: ancom 125471	Ancom Technical Center, Inc. Minitor VI Pager Programmer	108.00	12/31/2024	Check Sequence: 4 100-420-2210-43250-0000	ACH Enabled: False
	Check Total:	108.00			
Vendor: belco 0206198400 0206198400 0206198400 0206264100	Bellboy Corporation Liquor THC Wine Liquor	866.20 1,289.10 181.65 1,927.75	12/31/2024 12/31/2024 12/31/2024 12/31/2024	Check Sequence: 5 609-497-9760-42510-0000 609-497-9760-42535-0000 609-497-9760-42530-0000 609-497-9760-42510-0000	ACH Enabled: True
	Check Total:	4,264.70			
Vendor: betbev INV/2024/01833	Better Bev Co LLC THC	570.00	12/31/2024	Check Sequence: 6 609-497-9760-42535-0000	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	570.00			
Vendor: boutr 85592336	Bound Tree Medical, LLC Glucose Gel (Strawberry)	33.29	12/31/2024	Check Sequence: 7 100-420-2210-42170-0000	ACH Enabled: False
	Check Total:	33.29			
Vendor: Wirbe 119149897	BreakThru Beverage Minnesota Wine & Sprirts Liquor	610.24	12/31/2024	Check Sequence: 8 609-497-9760-42510-0000	ACH Enabled: True
119221032	Mix	183.60	12/31/2024	609-497-9760-42540-0000	
119221032	Liquor	6,596.43	12/31/2024	609-497-9760-42510-0000	
119221032	Wine	1,204.15	12/31/2024	609-497-9760-42530-0000	
	Check Total:	8,594.42			
Vendor: brost 2024GenMileage	Stacie Brown Oct 2024 Election Mileage	61.51	12/31/2024	Check Sequence: 9 100-410-1410-44360-0000	ACH Enabled: True
2024GenMileage	Nov 2024 Election Mileage	15.95	12/31/2024	100-410-1410-44360-0000	
2024GenMileage	Sept 2024 Election Mileage	15.95	12/31/2024	100-410-1410-44360-0000	
	Check Total:	93.41			
Vendor: cabcl CC26205	Cable Cloud Repair Cameras At PW Facility	681.50	12/31/2024	Check Sequence: 10 100-430-3000-44010-0000	ACH Enabled: True
CC26224	FD 1 Cabling Project - Fiber Panels	-1,801.00	12/31/2024	400-000-0000-10100-4005	
CC26224	FD 1 Cabling Project - Fiber Panels	1,801.00	12/31/2024	400-000-0000-10100-0000	
CC26224	FD 1 Cabling Project - Fiber Panels	1,801.00	12/31/2024	400-410-1330-43190-0000	
	Check Total:	2,482.50			
Vendor: callto 202272321	CallTower Inc Monthly Phone Service December	1,492.60	12/31/2024	Check Sequence: 11 100-410-1330-43250-0000	ACH Enabled: True
	Check Total:	1,492.60			
Vendor: canre MSP115811	Canteen Refreshment Services Hot Beverages - Various	802.39	12/31/2024	Check Sequence: 12 205-450-5205-42550-0000	ACH Enabled: False
	Check Total:	802.39			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: capbe	Capitol Beverage			Check Sequence: 13	ACH Enabled: True
30390012	Beer Credit	-60.00	12/31/2024	609-497-9760-42520-0000	
3075170	Beer	12,068.00	12/31/2024	609-497-9760-42520-0000	
3075170	NA/Mix	237.05	12/31/2024	609-497-9760-42540-0000	
3075170	Wine	411.00	12/31/2024	609-497-9760-42530-0000	
3078506	Event Center Beer	149.00	12/31/2024	609-497-9770-42520-0000	
	Check Total:	12,805.05			
Vendor: miste	Car Wash Partners Inc			Check Sequence: 14	ACH Enabled: True
227658	September PD Car Washes	304.00	12/31/2024	100-420-2100-44040-0000	
228513	October PD Car Washes	288.00	12/31/2024	100-420-2100-44040-0000	
228826	November PD Car Washes	152.00	12/31/2024	100-420-2100-44040-0000	
	Check Total:	744.00			
Vendor: cdwgo	CDW Government			Check Sequence: 15	ACH Enabled: False
AB8PB9C	DVD Burner For Kris Tomasko	26.89	12/31/2024	100-420-2100-42100-0000	
AB9A49X	FD - Station 1 IPad Replacement	331.66	12/31/2024	100-420-2210-42010-0000	
AB9A49X	RAC POS IPad Replacement	331.66	12/31/2024	205-450-5205-42010-0000	
AB9NS7T	Dymo Printer- Clerk Brown	109.06	12/31/2024	100-410-1325-42010-0000	
AB9RD8R	Phone Replacement Cases	625.77	12/31/2024	100-420-2100-42100-0000	
	Check Total:	1,425.04			
Vendor: cenen	CenterPoint Energy Resources Corp.			Check Sequence: 16	ACH Enabled: False
13756829-1	Gas-St 2 November	2,339.42	12/31/2024	100-420-2210-43830-0000	
	Check Total:	2,339.42			
Vendor: berbe	Chas. A. Bernick, Inc.			Check Sequence: 17	ACH Enabled: False
10298980	THC	559.94	12/31/2024	609-497-9760-42535-0000	
10298981	Beer	1,712.65	12/31/2024	609-497-9760-42520-0000	
10301754	THC	864.30	12/31/2024	609-497-9760-42535-0000	
10301755	NA	515.60	12/31/2024	609-497-9760-42540-0000	
10301755	Beer	1,497.60	12/31/2024	609-497-9760-42520-0000	
	Check Total:	5,150.09			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: cinco	Cintas Corporation			Check Sequence: 18	ACH Enabled: True
4215054948	Uniform - PK 12/18/24	14.73	12/31/2024	100-450-5200-42180-0000	
4215054948	Uniform - SWR 12/18/24	6.02	12/31/2024	602-495-9490-42180-0000	
4215054948	Uniform - PW 12/18/24	25.04	12/31/2024	100-430-3000-42180-0000	
4215054948	Uniform - Janitorial 12/18/24	2.24	12/31/2024	100-410-1940-44060-0000	
4215054948	Uniform - Gen'l. Gov't. Bldgs 12/18/24	2.95	12/31/2024	100-410-1940-42180-0000	
4215054948	Mats & Towels 12/18/24	67.34	12/31/2024	100-430-3000-44060-0000	
4215054948	Uniform - WTR 12/18/24	6.02	12/31/2024	601-494-9440-42180-0000	
4215059317	RWAS Mats 12/18/24	116.68	12/31/2024	609-497-9760-43100-0000	
4215059373	Community Room Floor Mats 12/18/24	8.86	12/31/2024	100-410-1941-44060-0000	
	Check Total:	249.88			
Vendor: cicor	City of Corcoran			Check Sequence: 19	ACH Enabled: False
0037382	City Of Corcoran-Q4 '24 Fire Contract Overpayr	180.00	12/31/2024	100-420-2210-34202-0000	
	Check Total:	180.00			
Vendor: coajo	Joshua Coan			Check Sequence: 20	ACH Enabled: False
R_001	CPA Videography	1,150.00	12/31/2024	100-420-2100-43140-0000	
	Check Total:	1,150.00			
Vendor: cit	Computer Integration Technologies Inc			Check Sequence: 21	ACH Enabled: True
392249	IS Consultant December	1,823.25	12/31/2024	100-410-1330-43100-0000	
	Check Total:	1,823.25			
Vendor: mnpip	Core & Main LP			Check Sequence: 22	ACH Enabled: False
W173877	70018043944 PUMPER NOZZLE RETAINER \	566.70	12/31/2024	601-494-9440-42105-0000	
	Check Total:	566.70			
Vendor: dahdi	Dahlheimer Distributing Co.			Check Sequence: 23	ACH Enabled: True
2216165	Muni Bar Beer Credit	-36.00	12/31/2024	609-497-9770-42520-0000	
2331751	Muni Bar Beer Buy Back	-1,050.40	12/31/2024	609-497-9770-42520-0000	
2331751	Muni Bar Mix Buy Back	-38.80	12/31/2024	609-497-9770-42540-0000	
2354373	Beer	5,867.60	12/31/2024	609-497-9760-42520-0000	
2357571	Beer	2,233.50	12/31/2024	609-497-9760-42520-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
2357571	NA	467.00	12/31/2024	609-497-9760-42540-0000	
976-00128	Muni Bar Beer Credit	-120.00	12/31/2024	609-497-9770-42520-0000	
976-00133	Muni Bar Beer Credit	-30.00	12/31/2024	609-497-9770-42520-0000	
976-00135	Muni Bar Beer Credit	-180.00	12/31/2024	609-497-9770-42520-0000	
	Check Total:	7,112.90			
Vendor: dash	Dash Medical Gloves LLC			Check Sequence: 24	ACH Enabled: True
INV1321943	Large Exam Gloves	95.00	12/31/2024	100-420-2210-42170-0000	
	Check Total:	95.00			
Vendor: johde	Deere & Company			Check Sequence: 25	ACH Enabled: False
117700372	Trade-In Parks JD 997 ZTrak SN:1TCZ997RTF	-4,750.00	12/31/2024	400-450-5200-45800-0000	
117700372	JD 2215TC Z970R ZTrak Disc. SN: 1TC970RCI	-5,030.02	12/31/2024	400-450-5200-45800-0000	
117700372	JD 2215TC Z970R ZTrak Disc. SN: 1TC970RM	-5,030.02	12/31/2024	400-450-5200-45800-0000	
117700372	2215TC Z970R ZTrak SN: 1TC970RCHRR130C	21,869.66	12/31/2024	400-450-5200-45800-0000	
117700372	Trade-In Parks JD 997 ZTrak SN:1TCZ997RTF	-4,750.00	12/31/2024	400-450-5200-45800-0000	
117700372	2215TC Z970R ZTrak SN: 1TC970RMKRR130C	21,869.66	12/31/2024	400-450-5200-45800-0000	
	Check Total:	24,179.28			
Vendor: cldis	Dick Family Inc.			Check Sequence: 26	ACH Enabled: True
2030066	THC	900.00	12/31/2024	609-497-9760-42535-0000	
2030066	Beer	518.60	12/31/2024	609-497-9760-42520-0000	
2030066	NA	31.80	12/31/2024	609-497-9760-42540-0000	
3300000038	Beer Credit	-7.95	12/31/2024	609-497-9760-42520-0000	
3300000039	Beer Credit	-15.90	12/31/2024	609-497-9760-42520-0000	
	Check Total:	1,426.55			
Vendor: ecmpu	ECM Publishers, Inc.			Check Sequence: 27	ACH Enabled: True
1028985	PHN - Northview Preserve 01.06.25	96.00	12/31/2024	100-410-1910-43520-0000	
1028986	PHN - 13672 Superior Ct 01.14.25	176.00	12/31/2024	100-410-1910-43520-0000	
1028987	PHN - Fox Creek Easements - 01.14.25	112.00	12/31/2024	100-410-1910-43520-0000	
	Check Total:	384.00			
Vendor: facmo	Elliot Auto Supply Co, Inc.			Check Sequence: 28	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
1-10338434	FVP 31AXXHD BATTERY CCA1000 RC200 -	857.46	12/31/2024	100-420-2210-42103-0000	
128-206969	WIX 51358 Lube Filter	5.28	12/31/2024	100-420-2100-42103-0000	
128-207059	DEL 12696313 PUMP ASM-VAC - #6892	136.10	12/31/2024	100-420-2100-42103-0000	
128-207367	SPL 700524 24 Splash Accuvision Blades	25.36	12/31/2024	100-420-2100-42103-0000	
	Check Total:	1,024.20			
Vendor: marso 1938	Marc Frederickson 30 Bags Solar Salt - RAC	238.50	12/31/2024	Check Sequence: 29 205-450-5205-43820-0000	ACH Enabled: False
	Check Total:	238.50			
Vendor: grabe MN00159208	Grape Beginnings, Inc. Wine	853.00	12/31/2024	Check Sequence: 30 609-497-9760-42530-0000	ACH Enabled: False
	Check Total:	853.00			
Vendor: guape 2626229 2627874	Guardian Pest Solutions, Inc. Pest Control - Hassan Town Hall December Commercial Pest Control - PD December	33.60 54.00	12/31/2024 12/31/2024	Check Sequence: 31 100-410-1940-43140-0000 100-420-2100-43140-0000	ACH Enabled: False
	Check Total:	87.60			
Vendor: hawch 6938120	Hawkins Inc. Chlorine Cylinders	30.00	12/31/2024	Check Sequence: 32 601-494-9440-42160-0000	ACH Enabled: False
	Check Total:	30.00			
Vendor: hencosh 1000236689	Hennepin County Accounts Receivable Jail Per Diem - Nov 2024	782.28	12/31/2024	Check Sequence: 33 100-420-2100-43100-0000	ACH Enabled: False
	Check Total:	782.28			
Vendor: hohen 779970 779970 779970	Hohensteins Inc NA THC Beer	27.00 679.50 558.00	12/31/2024 12/31/2024 12/31/2024	Check Sequence: 34 609-497-9760-42540-0000 609-497-9760-42535-0000 609-497-9760-42520-0000	ACH Enabled: False
	Check Total:	1,264.50			
Vendor: intinc	Intereum Inc			Check Sequence: 35	ACH Enabled: True

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
214549	Fitness Training Room I.S. Equipment St 2	6,051.63	12/31/2024	449-420-2210-45200-2209	
	Check Total:	6,051.63			
Vendor: iwami	Micheal T. Iwanok			Check Sequence: 36	ACH Enabled: False
12162024	Reimburse For Inverter 1000W Car Power For T	72.87	12/31/2024	601-494-9440-42010-0000	
	Check Total:	72.87			
Vendor: jeffi	Jefferson Fire & Safety, Inc.			Check Sequence: 37	ACH Enabled: False
IN321444	Storz Pressure Gasket Kit	60.15	12/31/2024	100-420-2210-42105-0000	
IN321587	NY Hook Mounting Brackets	260.21	12/31/2024	207-420-2210-42105-0000	
IN321591	NY Hooks	298.49	12/31/2024	207-420-2210-42105-0000	
	Check Total:	618.85			
Vendor: johbr	Johnson Brothers Liquor Co.			Check Sequence: 38	ACH Enabled: False
2689548	Liquor	503.63	12/31/2024	609-497-9760-42510-0000	
2689577	Liquor	4,497.71	12/31/2024	609-497-9760-42510-0000	
2689578	Wine	7,256.25	12/31/2024	609-497-9760-42530-0000	
2689579	Liquor	2,841.65	12/31/2024	609-497-9760-42510-0000	
3733902	Beer	232.30	12/31/2024	609-497-9760-42520-0000	
6898609	Wine	355.95	12/31/2024	609-497-9760-42530-0000	
6898644	Liquor	1,799.69	12/31/2024	609-497-9760-42510-0000	
6898645	Wine	4,261.28	12/31/2024	609-497-9760-42530-0000	
6898646	Mix	312.80	12/31/2024	609-497-9760-42540-0000	
7502144.	Wine	150.75	12/31/2024	609-497-9760-42530-0000	
	Check Total:	22,212.01			
Vendor: shagr	Kelbro Company			Check Sequence: 39	ACH Enabled: False
3073074	Muni Pop Rental September	98.76	12/31/2024	609-497-9770-44100-0000	
3082899	Muni Pop Rental October	98.76	12/31/2024	609-497-9770-44100-0000	
3099063	Ice	122.30	12/31/2024	609-497-9760-42570-0000	
	Check Total:	319.82			
Vendor: lanen	Landform Professional Services, LLC			Check Sequence: 40	ACH Enabled: True
36323	Sign Ordinance Update - November 2024	5,024.40	12/31/2024	100-410-1910-43100-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	5,024.40			
Vendor: lubte 3685205	Lubrication Technologies, Inc. Mobilfluid 424 - Bulk Gallons	925.44	12/31/2024	Check Sequence: 41 100-430-3000-42120-0000	ACH Enabled: False
	Check Total:	925.44			
Vendor: lucli E-3329	Luce Line Brewing Beer	195.00	12/31/2024	Check Sequence: 42 609-497-9760-42520-0000	ACH Enabled: False
	Check Total:	195.00			
Vendor: mamun 395232	M Amundson Cigar & Candy Co LLP Suckers	16.59	12/31/2024	Check Sequence: 43 609-497-9760-42100-0000	ACH Enabled: True
395232	Mix	60.42	12/31/2024	609-497-9760-42540-0000	
395232	Tobacco	2,224.80	12/31/2024	609-497-9760-42560-0000	
395232	Shot Glasses Cups & Pourers	34.36	12/31/2024	609-497-9760-42580-0000	
395232	Cherries	36.80	12/31/2024	609-497-9760-42550-0000	
	Check Total:	2,372.97			
Vendor: mattri 0030698594	Matheson Tri-Gas Inc Monthly Medical Oxygen Fee - December	422.62	12/31/2024	Check Sequence: 44 100-420-2100-42170-0000	ACH Enabled: False
	Check Total:	422.62			
Vendor: cleri 783359	McDonald Distributing Company Beer	454.65	12/31/2024	Check Sequence: 45 609-497-9760-42520-0000	ACH Enabled: True
783359	Liquor	1,490.50	12/31/2024	609-497-9760-42510-0000	
783359	NA	51.25	12/31/2024	609-497-9760-42540-0000	
783359	THC	1,593.60	12/31/2024	609-497-9760-42535-0000	
	Check Total:	3,590.00			
Vendor: milch	Miller Chevrolet 2025 Chev Silverado 1500 VIN 1GCUKEED0S2	53,415.00	12/31/2024	Check Sequence: 46 400-420-2210-45500-0000	ACH Enabled: False
	Check Total:	53,415.00			
Vendor: minrec	Minnesota Recreation and Park Assoc.			Check Sequence: 47	ACH Enabled: True

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
2025	2025 MRPA Agency Membership Dues	525.00	12/31/2024	100-450-5120-44330-0000	
2025	2025 MRPA Professional Mem. Dues - T. Schmi	180.00	12/31/2024	100-450-5120-44330-0000	
2025	2025 MRPA Professional Membership Dues - M.	180.00	12/31/2024	100-450-5120-44330-0000	
2025	2025 MRPA Professional Membership Dues - H.	180.00	12/31/2024	100-450-5120-44330-0000	
	Check Total:	1,065.00			
Vendor: schso	MN Equipment Inc.			Check Sequence: 48	ACH Enabled: True
P38376	TY25638 MED. BLACK SPRAY PAINT	74.22	12/31/2024	100-430-3000-42103-0000	
P38376	TY25624 GREEN SPRAY PAINT	84.06	12/31/2024	100-430-3000-42103-0000	
P38376	TY26268 PRIMER SPRAY PAINT	66.42	12/31/2024	100-430-3000-42103-0000	
P38438	00007929171 SCABBARD 14" 3	4.49	12/31/2024	100-430-3120-42103-0000	
P38438	478-140408R Male NPTF To Fe HF9	5.65	12/31/2024	100-430-3120-42103-0000	
P38438	36100050039 61PMM339 CHAIN U701	16.99	12/31/2024	100-430-3120-42103-0000	
	Check Total:	251.83			
Vendor: napa	NAPA Auto Parts			Check Sequence: 49	ACH Enabled: False
372801	Fuse Block Accessory Connector	73.06	12/31/2024	100-430-3120-42103-0000	
	Check Total:	73.06			
Vendor: norto	Northern Tool & Equipment			Check Sequence: 50	ACH Enabled: False
540501351248063	105834-FLOATER 20" PRESSURE WA	599.99	12/31/2024	100-450-5200-42105-0000	
540501351248063	63935-FS 70 R COMMERCIAL TRIMM	329.99	12/31/2024	100-450-5200-42105-0000	
540501351248063	5855155-M18 Multi-Tool Kit W/	129.00	12/31/2024	100-450-5200-42105-0000	
540501351248063	115179-4400PSI 4.2 GPM POWERW	799.99	12/31/2024	100-450-5200-42105-0000	
540501351248095	43370-3/8 QCM X 3/8 NPTM SS PL	15.99	12/31/2024	100-430-3000-42102-0000	
	Check Total:	1,874.96			
Vendor: nbh	Nothing But Hemp LLC			Check Sequence: 51	ACH Enabled: True
2636	THC	813.00	12/31/2024	609-497-9760-42535-0000	
	Check Total:	813.00			
Vendor: offde	Office Depot			Check Sequence: 52	ACH Enabled: False
398039274001	2025 Calendar - Hunt	13.29	12/31/2024	100-420-2100-42000-0000	
398039624001	Folders - Office Supplies	42.83	12/31/2024	100-420-2100-42000-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	56.12			
Vendor: pauso	Paustis & Sons			Check Sequence: 53	ACH Enabled: True
254169	Wine	1,020.00	12/31/2024	609-497-9760-42530-0000	
254944	Wine	979.00	12/31/2024	609-497-9760-42530-0000	
255348	Wine	950.00	12/31/2024	609-497-9760-42530-0000	
	Check Total:	2,949.00			
Vendor: premr	PreCise MRM LLC			Check Sequence: 54	ACH Enabled: True
IN200-2002453	5MB Flat Data Plan US With NAF C-US-5MB	240.00	12/31/2024	100-430-3120-43190-0000	
	Check Total:	240.00			
Vendor: prelo	Premier Locating Inc			Check Sequence: 55	ACH Enabled: False
42886	Locates 12/01/24 - 12/15/2024	24.50	12/31/2024	603-496-9495-43150-0000	
42886	Locates 12/01/24 - 12/15/2024	75.25	12/31/2024	601-494-9440-43150-0000	
42886	Locates 12/01/24 - 12/15/2024	75.25	12/31/2024	602-495-9490-43150-0000	
	Check Total:	175.00			
Vendor: legsh	Pre-Paid Legal Services, Inc			Check Sequence: 56	ACH Enabled: False
152672	EE Paid Insurance Premiums - December 2024	31.90	12/31/2024	100-000-0000-21751-0000	
	Check Total:	31.90			
Vendor: rayal	Ray Allen Manufacturing LLC			Check Sequence: 57	ACH Enabled: False
RO086456	Equipment For New K-9	890.00	12/31/2024	400-420-2100-45800-0000	
	Check Total:	890.00			
Vendor: reete	Terrance Reeves-Chong			Check Sequence: 58	ACH Enabled: False
12/2/2024	EMT Mileage Reimbursement - T. Reeves-Chon	242.81	12/31/2024	100-420-2210-44360-0000	
	Check Total:	242.81			
Vendor: rogpr	Rogers Printing Metro, Inc			Check Sequence: 59	ACH Enabled: True
67564	Finance - # 10 Window Envelopes	432.00	12/31/2024	100-410-1520-42000-0000	
	Check Total:	432.00			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: rogtr	Rogers True Value Hardware Inc			Check Sequence: 60	ACH Enabled: False
28941	3/8x3-1/2x5-1/4 U-Bolt	5.99	12/31/2024	100-450-5200-42103-0000	
28941	3/8x3-5-8x4 SQ U Bolt	7.49	12/31/2024	100-450-5200-42103-0000	
28948	241109 3/16" SDS Roto Hamm Bit	10.99	12/31/2024	100-430-3120-42100-0000	
28956	Snow Shovel	23.99	12/31/2024	100-420-2210-42105-0000	
	Check Total:	48.46			
Vendor: souwi	Southern Glazers Wine & Spirits of Minnesota			Check Sequence: 61	ACH Enabled: False
2568286	Liquor	10,117.22	12/31/2024	609-497-9760-42510-0000	
2568287	Wine	3,175.89	12/31/2024	609-497-9760-42530-0000	
2568288	Liquor	2,842.14	12/31/2024	609-497-9760-42510-0000	
	Check Total:	16,135.25			
Vendor: strei	Streicher's Inc.			Check Sequence: 62	ACH Enabled: False
I1731338	Uniform Cap & Hat - Burau	97.96	12/31/2024	100-420-2100-42180-0000	
I1733603	Cap - Uniforms - CSO Burau	50.00	12/31/2024	100-420-2100-42180-0000	
I1735437	Uniforms - New CSO Pothen	1,249.78	12/31/2024	100-420-2100-42180-0000	
I1735718	Uniform Alterations - Burau	40.00	12/31/2024	100-420-2100-42180-0000	
I1735865	Uniform Shirt - CSO Burau	66.99	12/31/2024	100-420-2100-42180-0000	
	Check Total:	1,504.73			
Vendor: sunbel	Sunbelt Rentals			Check Sequence: 63	ACH Enabled: False
162585184-0001	RENTAL: TRACK TRENCHER WALK BEHIN	305.85	12/31/2024	410-450-5200-45300-2104	
	Check Total:	305.85			
Vendor: symar	Symbol Arts			Check Sequence: 64	ACH Enabled: False
0514004	Design Fees - New Patch	540.00	12/31/2024	100-420-2100-42180-0000	
0514665	Rights - New Patch Design	700.00	12/31/2024	100-420-2100-42180-0000	
	Check Total:	1,240.00			
Vendor: tarst	Target Stores			Check Sequence: 65	ACH Enabled: False
1001/0000003805	RWAS Easement W/Target 2025	4,615.42	12/31/2024	609-000-0000-15500-0000	
	Check Total:	4,615.42			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: tshwill	The Sherwin Williams Co			Check Sequence: 66	ACH Enabled: True
2310-3	Event Center-Amazing Gray Paint (1 Gal.)	59.16	12/31/2024	100-410-1941-42102-0000	
	Check Total:	59.16			
Vendor: veidi	Veit Disposal Systems Inc.			Check Sequence: 67	ACH Enabled: False
240213-2	13017 Main St - Former Holiday Gas Station	3,772.50	12/31/2024	450-465-6500-45100-2304	
240213-2	13009 Main St - Triplex Property	3,772.50	12/31/2024	450-465-6500-45100-2304	
	Check Total:	7,545.00			
Vendor: verwi	Verizon Wireless Services, LLC			Check Sequence: 68	ACH Enabled: True
6100299502	PD December Verizon Bill	1,570.48	12/31/2024	100-420-2100-43250-0000	
6100299504	MOBILE BROADBAND November	20.00	12/31/2024	602-495-9490-43250-0000	
6100299504	MOBILE BROADBAND November	10.01	12/31/2024	602-495-9490-43250-0000	
6100299504	MOBILE BROADBAND November	70.02	12/31/2024	100-430-3000-43250-0000	
6100299504	MOBILE BROADBAND November	20.01	12/31/2024	601-494-9440-43250-0000	
6100299504	MOBILE BROADBAND November	35.01	12/31/2024	603-496-9495-43250-0000	
6100299504	MOBILE BROADBAND November	10.01	12/31/2024	601-494-9440-43250-0000	
6100299504	MISAPPLIED PAYMENT TO RAC November	29.67	12/31/2024	100-430-3000-43250-0000	
	Check Total:	1,765.21			
Vendor: vinin	Vinocopia Inc			Check Sequence: 69	ACH Enabled: True
0364559	Liquor	410.50	12/31/2024	609-497-9760-42510-0000	
0364559	Wine	852.00	12/31/2024	609-497-9760-42530-0000	
0365504	Liquor	1,084.25	12/31/2024	609-497-9760-42510-0000	
0365504	Wine	628.50	12/31/2024	609-497-9760-42530-0000	
0365504	Mix	26.50	12/31/2024	609-497-9760-42540-0000	
0365504	Cherries	218.50	12/31/2024	609-497-9760-42550-0000	
	Check Total:	3,220.25			
Vendor: grain	W.W. Grainger, Inc.			Check Sequence: 70	ACH Enabled: True
9347691041	2W237 PLEATED AIR FILTER20X25X4MERV	154.20	12/31/2024	100-420-2100-42102-0000	
9347691041	5W515 PLEATED AIR FILTER20X24X2MERV	72.48	12/31/2024	100-410-1941-42102-0000	
9347691041	5W514 PLEATED AIR FILTER18X24X2MERV	67.80	12/31/2024	100-430-3000-42102-0000	
9347691041	2W233 PLEATED AIR FILTER20X25X2MERV	64.68	12/31/2024	100-420-2100-42102-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
9349010786	Trash Bags	313.12	12/31/2024	100-410-1941-42102-0000	
	Check Total:	672.28			
Vendor: watco	Watson Company			Check Sequence: 71	ACH Enabled: True
146832	RAC Concessions	903.67	12/31/2024	205-450-5205-42550-0000	
	Check Total:	903.67			
Vendor: wrihe	Wright-Hennepin Coop Electric Assn			Check Sequence: 72	ACH Enabled: True
35031678652	Streetlights - Unmetered September	493.11	12/31/2024	100-430-3120-43160-0000	
35031746638	Streetlights - Unmetered October	493.11	12/31/2024	100-430-3120-43160-0000	
	Check Total:	986.22			
Vendor: wulex	Wulf Excavating Inc			Check Sequence: 73	ACH Enabled: True
2991	Repair Water Leak - 13518 Hawkins Dr.	3,991.68	12/31/2024	601-494-9440-44050-0000	
2992	Rip Frost To Repair Water Tile Line - 129th Ave.	4,689.00	12/31/2024	603-496-9495-44055-0000	
	Check Total:	8,680.68			
Vendor: xcele	Xcel Energy			Check Sequence: 74	ACH Enabled: False
51-0014705272-9	FD 2 - 14125 Northdale Blvd November	775.50	12/31/2024	100-420-2210-43810-0000	
51-0014705272-9	FD 2 - 14125 Northdale Blvd October	608.35	12/31/2024	100-420-2210-43810-0000	
	Check Total:	1,383.85			
Vendor: xcele	Xcel Energy			Check Sequence: 75	ACH Enabled: False
51-6488908-5	LIFTSTATIONS November	1,889.18	12/31/2024	602-495-9490-43810-0000	
	Check Total:	1,889.18			
Vendor: ziein	Ziegler, Inc.			Check Sequence: 76	ACH Enabled: True
IN001736047	RENTAL: 45' Hybrid Articulating Boom Lift	1,350.00	12/31/2024	100-450-5200-44100-0000	
	Check Total:	1,350.00			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Total for Check Run:	242,425.05			
	Total of Number of Checks:	76			

November 2024 US Bank P-Card Allocations								
Vendor	Account					Amount	Fiscal Year	Description
PDQ.COM	100	000	0000	15500	0000	2,275.00	2025	Remote Management Software Jan 2025 - July 2025
COSTCO WHSE #0648	100	410	1325	42000	0000	80.43	2024	City Hall supplies
COSTCO WHSE #0648	100	410	1325	42000	0000	32.70	2024	Toilet paper for City Hall
AMAZON.COM*6S7Y1HZ3	100	410	1325	42000	0000	12.97	2024	Air freshners city hall
AMAZON MKTPL*O680Q2Y93	100	410	1325	42000	0000	9.99	2024	Clerk cell phone case
AMAZON.COM*U01CM6PH3	100	410	1325	42000	0000	52.28	2024	City Hall kitchen supplies and post-it's
AMAZON MKTPL*V27IM8LH3	100	410	1325	42000	0000	7.99	2024	Clerk cell phone accessories
AMZN MKTP US*QW5SD6S13	100	410	1325	42000	0000	53.19	2024	Name plates
AMAZON MKTPL*CW28D25C3	100	410	1325	42000	0000	14.99	2024	Door name plates
TARGET 00014563	100	410	1325	42010	0000	23.16	2024	SD card for City event photography
WWW.SIRIUSCOM.COM	100	410	1325	43190	0000	65.00	2024	Administration Office G3 licenses - 5 licenses
MAILCHIMP	100	410	1325	43190	0000	45.00	2024	Monthly email list serve
SWIFTYPE, INC.	100	410	1325	43190	0000	79.00	2024	Search engine widget for website
VZWLRLSS*APOCC VISB	100	410	1325	43250	0000	206.95	2024	Administration Dept Cell Phones - Oct
VECTEEZY * PRO	100	410	1325	44330	0000	20.67	2024	Graphics subscription for city newsletter
MYSTIC LAKE CASINO HOTEL	100	410	1325	44360	0000	183.77	2024	Training TC SHRM conference lodging
TWIN CITIES HR ASSOCIATIO	100	410	1325	44360	0000	299.00	2024	TC SHRM Spring 2025 Conference registration
CUB FOODS- ROGERS	100	410	1325	44360	0000	49.45	2024	Open enrollment meeting training food PW
AMAZON MKTPL*DA40J8933	100	410	1330	42000	0000	24.90	2024	Cell phone case
AMAZON MKTPL*SQ2CD4JV3	100	410	1330	42010	0000	83.13	2024	USBC Power supplies
AMAZON MKTPL*C75Q18F13	100	410	1330	42010	0000	119.96	2024	USBC Power supplies
AMAZON MKTPLACE PMTS	100	410	1330	42010	0000	(83.13)	2024	USBC Power supplies
ZOHO-MANAGEENGINE SER	100	410	1330	43190	0000	134.69	2024	License for additional technician
ZOOM.US 888-799-9666	100	410	1330	43190	0000	126.97	2024	Zoom licenses
WWW.SPLASHTOP.COM	100	410	1330	43190	0000	299.00	2024	Remote Software yearly suscription
WWW.SIRIUSCOM.COM	100	410	1330	43190	0000	2,166.34	2024	Office 365 licenses
WWW.SIRIUSCOM.COM	100	410	1330	43190	0000	679.80	2024	Intune Project
WWW.SIRIUSCOM.COM	100	410	1330	43190	0000	39.00	2024	IS Office 365 G3 licenses - 3
PDQ.COM	100	410	1330	43190	0000	455.00	2024	Remote Management Software Nov - Dec 2024
WWW.SIRIUSCOM.COM	100	410	1330	43250	0000	672.78	2024	Teams Phones and shared Devices
VZWLRLSS*APOCC VISB	100	410	1330	43250	0000	124.17	2024	IS Cell Phones - Oct
COMCAST CABLE COMM	100	410	1330	43250	0000	148.57	2024	Internet Service - IS - Nov
FUSION LEARNING PARTNERS	100	410	1330	44360	0000	1,100.00	2024	Jason and Jeff Gov IT conference
FUSION LEARNING PARTNERS	100	410	1330	44360	0000	550.00	2024	Devon Gov IT conference
INTAB LLC	100	410	1410	42000	0000	301.17	2024	3 curbside voting signs
JIMMY JOHNS # 1235 -	100	410	1410	42000	0000	80.73	2024	Meals- weekend election staff (5)
DAVANNI'S #21 ROGERS	100	410	1410	42000	0000	90.23	2024	Meals- weekend election staff (9)
TARGET 00014563	100	410	1410	42000	0000	66.04	2024	Election day supplies
VZWLRLSS*APOCC VISB	100	410	1410	42000	0000	72.85	2024	Elections - Oct
AMAZON MKTPL*JN3DC0K53	100	410	1410	42000	0000	74.46	2024	Election privacy shields and clip boards
AMAZON.COM*V92YC4X03	100	410	1410	42000	0000	67.11	2024	Dymo labels for elections
AMAZON MKTPL*OLOQW11M3	100	410	1410	42000	0000	12.98	2024	Election labels for certification sheets
AMAZON RETA* 258QV1TX3	100	410	1410	42000	0000	65.26	2024	Dymo labels for elections
DUNKIN #358658	100	410	1410	42000	0000	136.75	2024	General Election Supplies 11/05/24
WWW.SIRIUSCOM.COM	100	410	1520	43190	0000	52.00	2024	Finance Office G3 - 4 licenses
BOARD OF ACCOUNTANCY	100	410	1520	44330	0000	102.00	2024	CPA License Renewal - Rathlisberger
AMAZON MKTPL*3D9KT8NH3	100	410	1910	42000	0000	33.97	2024	New Employee Phone Case + Equipment
AMAZON MKTPL*175K06GV3	100	410	1910	42000	0000	35.92	2024	Privacy screen for Comm Devl Specialist
AMZN MKTP US*UU3B69H73	100	410	1910	42000	0000	19.75	2024	Name badge Eric Burtness
WWW.SIRIUSCOM.COM	100	410	1910	43190	0000	39.00	2024	Community dev. Office 365 G3 - 3 licenses
VZWLRLSS*APOCC VISB	100	410	1910	43250	0000	191.52	2024	Planning and Community Development - Oct
ECONOMIC DEVELOPMENT ASS	100	410	1910	44330	0000	225.00	2024	E. Burtness EDAM Membership
PARKING METER ST PAUL	100	410	1910	44360	0000	1.83	2024	Met Council Downtown St. Paul Parking Costs
I-94 W CHAMBER OF COMMERCE	100	410	1910	44360	0000	100.00	2024	Chamber Luncheon - Angell, Stahmer, Burtness, Klick
PAPA MURPHY'S MN107 OLO	100	410	1940	42102	0000	833.46	2024	Filters for Drinking Fountains
VZWLRLSS*APOCC VISB	100	410	1940	43250	0000	41.39	2024	Custodian - Oct
4TE*COMMERS CONDITIONED W	100	410	1940	43820	0000	24.95	2024	City Hall water service
CENTERPOINTENERGY MN GAS	100	410	1940	43830	0000	26.60	2024	Hassan Town Hall Gas - Account 5393442-8 - September
CENTERPOINTENERGY MN GAS	100	410	1940	43830	0000	55.88	2024	Hassan Town Hall Gas - Account 5393442-8 - October
AMAZON.COM*2L1TC88T3	100	410	1941	42000	0000	45.02	2024	Printer Paper
AMAZON.COM*NW20301A3	100	410	1941	42000	0000	6.57	2024	Post-it Notes
AMAZON RETA* X43P84N23	100	410	1941	42100	0000	52.63	2024	Tissue
AMAZON MKTPL*2S1MF6VK3	100	410	1941	42102	0000	74.86	2024	Air Filters for CR
WWW.SIRIUSCOM.COM	100	410	1941	43190	0000	6.50	2024	Schmiedlin G3 license (1/2)
VZWLRLSS*APOCC VISB	100	410	1941	43250	0000	20.70	2024	Community Room Cell Phone - Oct
COMCAST CABLE COMM	100	410	1941	43250	0000	79.00	2024	Analog, Internet and TV service - Event Center - Nov
CENTERPOINTENERGY MN GAS	100	410	1941	43830	0000	206.68	2024	Centerpoint Energy Balance-CR-Oct
AMAZON MKTPLACE PMTS	100	410	1950	42180	0000	61.00	2024	Safety Jacket for Jake B.
WWW.SIRIUSCOM.COM	100	410	1950	43190	0000	39.00	2024	Engineering G3 licenses: Bendiske, Albers, Williams
VZWLRLSS*APOCC VISB	100	410	1950	43250	0000	186.26	2024	Engineering Cell Phone - Oct
AMAZON MKTPL*F27K99X03	100	420	2100	42000	0000	19.99	2024	Citizen Police Academy graduation certificates
OFFICEMAX/DEPOT 6164	100	420	2100	42000	0000	29.23	2024	Office Supplies - pens
AMAZON.COM*NG5UI6DM3	100	420	2100	42100	0000	61.99	2024	Boxes for Evidence Room
AMAZON MARK* LC8UT6DO3	100	420	2100	42102	0000	89.45	2024	Building Supplies - door stops
AMAZON MKTPL*VYOFQ3JR3	100	420	2100	42102	0000	49.64	2024	Building Supplies - laundry
AMAZON MKTPL*2G3EO9US3	100	420	2100	42102	0000	59.17	2024	PD Hand Soap
NORTH AMERICAN SAFETY	100	420	2100	42102	0000	78.30	2024	PD Safe Room Clean Filters
AMAZON MKTPLACE PMTS	100	420	2100	42102	0000	(78.30)	2024	Returned: PD Safe Room Clean Filters
AMAZON MKTPL*7C6LL2CM3	100	420	2100	42105	0000	99.48	2024	Batteries for Red Dot Optics
SQ *COMMAND CONCEPTS	100	420	2100	42105	0000	1,672.89	2024	Incident Command squad boards
AMAZON MKTPL*F42ML86T3	100	420	2100	42105	0000	986.80	2024	Incident Command squad screens
HOLIDAY STATIONS 0405	100	420	2100	42120	0000	8.00	2024	Gas for pole camera
HOLIDAY STATIONS 3514	100	420	2100	42120	0000	54.78	2024	Fuel for DTF squad

November 2024 US Bank P-Card Allocations								
Vendor	Account					Amount	Fiscal Year	Description
KWIK TRIP #812	100	420	2100	42120	0000	50.09	2024	Fuel for DTF squad
HOLIDAY STATIONS 3514	100	420	2100	42120	0000	50.84	2024	Fuel for DTF squad
CLEANNPRESS	100	420	2100	42180	0000	47.25	2024	Dry Cleaning for Class A Uniform
SYMBOLARTS, LLC	100	420	2100	42180	0000	115.00	2024	New patch sample
WWW.SIRIUSCOM.COM	100	420	2100	43190	0000	416.00	2024	Police Office G3 licenses - 32 licenses
COMCAST CABLE COMM	100	420	2100	43210	0000	234.78	2024	Analog and TV Service - Police - Nov
VZWRLSS*APOCC VISB	100	420	2100	43250	0000	1,407.25	2024	Police Department Cell Phones - Oct
FSP*ROGERS PRINTING AND P	100	420	2100	43500	0000	104.50	2024	Officer Swearing In Ceremony Print items
MISTER CAR WASH #1601	100	420	2100	44040	0000	35.88	2024	Beck car wash plan - Squad 6845
MISTER CAR WASH #1601	100	420	2100	44040	0000	35.88	2024	Wills car wash plan - Squad 6831
MISTER CAR WASH #1601	100	420	2100	44040	0000	35.88	2024	Foster car wash plan - Squad 6844
SQ *PROFESSIONAL LAW ENFO	100	420	2100	44330	0000	100.00	2024	2024 MN LEAP Membership Dues - Hunt & Carlson
APPLE.COM/BILL	100	420	2100	44330	0000	2.99	2024	iCloud Storage Plan for Work Phone
STONE ARCH	100	420	2100	44360	0000	23.72	2024	10/18/24 IACP Conf breakfast
CARMELINAS	100	420	2100	44360	0000	50.16	2024	10/19/24 IACP Conf lunch
THE WHITE BULL	100	420	2100	44360	0000	27.99	2024	10/20/24 IACP Conf lunch
THE WHITE BULL	100	420	2100	44360	0000	31.14	2024	10/20/24 IACP Conf dinner
THE LANGHAM, BOSTON -	100	420	2100	44360	0000	1,979.64	2024	10/22/24 IACP Conf Hotel/Lodging
JIMMY JOHNS - 4455	100	420	2100	44360	0000	16.03	2024	10/22/24 IACP Conf lunch
JERSEY MIKES 24033	100	420	2100	44360	0000	44.75	2024	Lunch for Officer Interview Panel
DUNKIN #358658	100	420	2100	44360	0000	35.81	2024	Food for Social Worker interviews
BCA TRAINING EDUCATION	100	420	2100	44360	0000	(300.00)	2024	BCA Trng-Trust & Legitimacy Refund
BCA TRAINING EDUCATION	100	420	2100	44360	0000	300.00	2024	BCA Trng - Maxims & Truths in Supervision
CHICK-FIL-A #03603	100	420	2100	44360	0000	12.70	2024	Lunch - ARIDE Training
RAISING CANES 0268	100	420	2100	44360	0000	12.70	2024	Lunch - ARIDE Training
JERSEY MIKES ONLINE UC	100	420	2100	44360	0000	42.31	2024	Lunch for MHWC Interview Panel
JERSEY MIKES ONLINE UC	100	420	2100	44360	0000	10.87	2024	Lunch for MHWC Interview Panel
STORMTRAININGGROUP.COM	100	420	2100	44360	0000	499.00	2024	Storm Trng-Red Dot Sight, Pistol Instructor School
BCA TRAINING EDUCATION	100	420	2100	44360	0000	600.00	2024	BCA Trng-Crisis Resilient and Labor Contracts
LUNDS&BYERLYS PLYMO	100	420	2100	44360	0000	14.09	2024	Lunch for Specialized Entry training class
ARBYS 6271	100	420	2100	44360	0000	16.09	16.09	Lunch for EVOC training class
CHICK-FIL-A #03603	100	420	2100	44360	0000	10.81	2024	Lunch - ARIDE Training - Weigman
RAISING CANES 0268	100	420	2100	44360	0000	11.17	2024	Lunch - ARIDE Training - Weigman
ARBYS 7600	100	420	2100	44360	0000	13.16	2024	Food/lunch for Drone training
PSI SERVICES LLC	100	420	2100	44360	0000	175.00	2024	Registration for Unmanned Aircraft General -Small
WAREHOUSE BAR & GRILL	100	420	2100	44360	0000	59.22	2024	10/18/24 IACP Conf Dinner - Wills and Beck
STONE ARCH	100	420	2100	44360	0000	27.12	2024	10/18/24 IACP Conf Breakfast
LYFT *3 RIDES 10-18	100	420	2100	44360	0000	68.98	2024	10/18/24 IACP Conference transportation
CARMELINAS	100	420	2100	44360	0000	56.76	2024	10/19/24 IACP Conf Lunch
THE WHITE BULL	100	420	2100	44360	0000	26.96	2024	10/20/24 IACP Conf Lunch
WINSOR DIMSUM CAFE	100	420	2100	44360	0000	66.37	2024	10/21/24 IACP Conf Lunch - Wills and Beck
THE LANGHAM, BOSTON -	100	420	2100	44360	0000	1,979.64	2024	10/22/24 IACP Conf Hotel/Lodging
LYFT *2 RIDES 10-21	100	420	2100	44360	0000	31.21	2024	10/22/24 Lyft - Conference Transportation
TST* SCORES - BOSTON	100	420	2100	44360	0000	42.38	2024	10/21/24 IACP Conf Dinner - Wills and Beck
JIMMY JOHNS - 4455	100	420	2100	44360	0000	20.63	2024	10/22/24 IACP Conf lunch
LYFT *1 RIDE 10-22	100	420	2100	44360	0000	36.65	2024	10/18/24 IACP Conference transp to airport
FACEBK *VN4C7HGNG2	100	420	2100	44362	0000	75.00	2024	Police Recruitment Ad for Social Media
FACEBK *2XAD6FCNG2	100	420	2100	44362	0000	15.30	2024	Police Recruitment Ad for Social Media
FACEBK *ETB55FCNG2	100	420	2100	44362	0000	34.70	2024	Police Recruitment Ad for Social Media
VCN* MONTICELLODMVCTR	100	420	2100	44370	0000	123.09	2024	Tabs and MN100 plates for police captains
CUB FOODS- ROGERS	100	420	2100	44385	0000	22.08	2024	Food and Bev for Citizens Police Academy
COSTCO WHSE #0648	100	420	2100	44385	0000	87.18	2024	Trunk or Treat Candy
CUB FOODS- ROGERS	100	420	2100	44385	0000	37.46	2024	Halloween Candy for Officers to Handout
SPIRIT HALLOWEEN 60055	100	420	2100	44385	0000	101.29	2024	Decorations for Trunk or Treat Event
CUB FOODS- ROGERS	100	420	2100	44385	0000	39.31	2024	Citizen Police Academy Food 10/16
CUB FOODS- ROGERS	100	420	2100	44385	0000	24.97	2024	Citizen Police Academy Food 10/16
CUB FOODS- ROGERS	100	420	2100	44385	0000	42.28	2024	Citizen Police Academy Food 10/23
SAMS CLUB #8183	100	420	2100	44385	0000	82.76	2024	Officer Swearing In Ceremony items
AMAZON MKTPL*UR9PTS3C3	100	420	2100	44385	0000	30.14	2024	Officer Swearing In Ceremony items
AMAZON MKTPL*9F00M72D3	100	420	2100	44385	0000	66.38	2024	Officer Swearing In Ceremony items
WM SUPERCENTER #3624	100	420	2100	44385	0000	38.90	2024	Officer Swearing In Ceremony items
WM SUPERCENTER #3624	100	420	2100	44385	0000	42.35	2024	Officer Swearing In Ceremony items
SAMS CLUB#6254	100	420	2100	44385	0000	103.11	2024	Officer Swearing In Ceremony items
COBORN'S	100	420	2100	44385	0000	64.26	2024	Officer Swearing In Ceremony cakes x2
CUB FOODS- ROGERS	100	420	2100	44385	0000	37.91	2024	Citizen Police Academy Food 11/13
AMAZON RETA* NE3XE3ID3	100	420	2210	42000	0000	114.18	2024	Copy Paper-New St 2
AMAZON MKTPL*HM5IA1I93	100	420	2210	42000	0000	10.39	2024	Label Maker Tape
AMAZON MKTPL*4Z48K1173	100	420	2210	42000	0000	55.06	2024	Vinyl & Hand Lotion
AMAZON RETA* 059FN0133	100	420	2210	42000	0000	15.08	2024	Copy Paper Green
AMAZON.COM*X37361A53	100	420	2210	42000	0000	9.97	2024	Markers
AMAZON MKTPL*7I5Z84UU3	100	420	2210	42000	0000	31.88	2024	Flash Drives
AMAZON.COM*Q96ES0RL3	100	420	2210	42000	0000	14.44	2024	Copy Paper Blue
AMAZON MKTPL*B88JV0GL3	100	420	2210	42010	0000	41.39	2024	Laptop Charger-CH1
TARGET 00014563	100	420	2210	42100	0000	16.99	2024	Batteries
AMAZON MKTPL*K35SK4Z53	100	420	2210	42100	0000	22.99	2024	Tape for Tool Wrap
AMAZON.COM*465R03F63	100	420	2210	42100	0000	19.99	2024	Hand Sanitizer
AMZN MKTP US*XT6KA5HH3	100	420	2210	42105	0000	214.80	2024	Emergency Leak Plugs
AMAZON.COM*RK55D97Y3	100	420	2210	42120	0000	48.06	2024	TruFuel For Outdoor Power Equipment
AMAZON MKTPLACE PMTS	100	420	2210	42180	0000	(65.00)	2024	Return EMS Pants
AMAZON MARK* Z88L59OT1	100	420	2210	42180	0000	(79.00)	2024	Return EMS Pants
WWW.SIRIUSCOM.COM	100	420	2210	43190	0000	577.47	2024	Office 365 licenses for 37 fire fighters
WWW.SIRIUSCOM.COM	100	420	2210	43190	0000	52.00	2024	Fire Office G3 Licenses - Patrick, Jeff, Jason, Ashley
VZWRLSS*APOCC VISB	100	420	2210	43250	0000	165.56	2024	Fire Dept cell phones - Oct

November 2024 US Bank P-Card Allocations								
Vendor	Account					Amount	Fiscal Year	Description
CENTERPOINTENERGY MN GAS	100	420	2210	43830	0000	162.40	2024	Centerpoint Energy Balance-Fire Dept - Oct
MISTER CAR WASH #1601	100	420	2210	44040	0000	35.88	2024	SQ1 Car Wash Pass
CK HOLIDAY # 06405	100	420	2210	44040	0000	16.50	2024	Squad/Rescue Car Wash
LIFT BRIDGE LODGE	100	420	2210	44360	0000	707.96	2024	MSFCA Hotel-Dunleavy
NATIONAL REGISTRY EMT	100	420	2210	44360	0000	104.00	2024	NREMT Test-Palmer
MEDICTESTS.COM	100	420	2210	44360	0000	34.00	2024	NREMT Prep Program-Folkestad Blake
COSTCO WHSE #0648	100	420	2210	44385	0000	27.97	2024	Beverages-St 2 Hose Uncoupling Ceremony
TARGET 00014563	100	420	2210	44385	0000	3.19	2025	Beverages-St 2 Hose Uncoupling Ceremony
NFPA NATL FIRE PROTECT	100	420	2230	44330	0000	605.55	2024	NFPA Subscription. This Charge is an error Credit being requested
PAYPAL *MINNESOTA AU	100	420	2230	44360	0000	20.00	2024	Minnesota Automatic Fire Alarm Association Meetin Fee
SAMSLUB.COM	100	430	3000	42000	0000	38.04	2024	Dish Soap
AMAZON MKTPL*QH9LX0NP3	100	430	3000	42000	0000	25.56	2024	Pilot FriXion Pens and Refills
AMAZON MKTPL*TA0TT1WM3	100	430	3000	42000	0000	12.95	2024	Pen/Pencil Cup Holders
PAYPAL *JUSTANSWER	100	430	3000	42103	0000	30.00	2024	Repair papers (wiring diagrams) for truck
FAIRCHILD EQUIPMENT MN	100	430	3000	42103	0000	81.91	2024	Wiper blades for fork lift #15-012
WWW.SIRIUSCOM.COM	100	430	3000	43190	0000	91.00	2024	PW G3 License, 7 licenses
VZWRLSS*APOCC VISB	100	430	3000	43250	0000	103.48	2024	PW Cell Phone - Oct
ELK RIVER LANDFILL	100	430	3000	43840	0000	444.80	2024	Demo debris - all PW depts
THE WEBSTAIRANT STORE INC	100	430	3000	44310	0000	13.32	2024	Candy for Kidlet Gov't. Day
AMAZON.COM*3M70C2NK3	100	430	3000	44310	0000	195.02	2024	Pizza for Snowplow Meeting
TARGET 00014563	100	430	3000	44310	0000	37.59	2024	Candy for Government Day
AMAZON MKTPL*XA1G937E3	100	450	5120	42100	0000	77.62	2024	Table supplies for Daddy Daughter Dance
AMAZON MKTPL*BO12G02U3	100	450	5120	42100	0000	79.95	2024	Plates for Daddy Daughter Dance
TST* NOTHING BUNDT CAKES	100	450	5120	42100	0000	196.00	2024	Dessert for Daddy Daughter Dance
WHOLEFDS MG V #10490	100	450	5120	42100	0000	47.03	2024	Dietary meals for Daddy Daughter Dance
WAL-MART #2882	100	450	5120	42100	0000	101.45	2024	Decorations for Daddy Daughter Dance
IN *TOTAL ENTERTAINMENT K	100	450	5120	42100	0000	630.00	2024	DJ for Daddy Daughter Dance
WWW.SIRIUSCOM.COM	100	450	5120	43190	0000	13.00	2024	Bauer and Goodrich G3 license
WWW.SIRIUSCOM.COM	100	450	5120	43190	0000	13.00	2024	Hanson G3 license
VZWRLSS*APOCC VISB	100	450	5120	43250	0000	41.39	2024	Recreation and Facilities Coordinator - Oct
AMAZON MKTPL*3B0114MH3	100	450	5186	42100	0000	75.00	2024	Sign Holders
WWW.SIRIUSCOM.COM	100	450	5186	43190	0000	6.50	2024	Schmiedlin G3 license (1/2)
VZWRLSS*APOCC VISB	100	450	5186	43250	0000	20.70	2024	Senior Center Cell Phone - Oct
FACEBK *WFVZ7DUGX2	100	450	5186	43420	0000	15.00	2024	Craft Sale Advertising
FACEBK *39ASKGQHX2	100	450	5186	43420	0000	15.00	2024	Craft Sale Advertising
FACEBK *JJQ2YGQHX2	100	450	5186	43420	0000	2.00	2024	Craft Sale Advertising
AMAZON MKTPL*HC40W7Q73	100	450	5186	43443	0000	254.80	2024	Halloween Hullabaloo Décor, Games, etc
HY-VEE MAPLE GROVE 1401	100	450	5186	43443	0000	72.02	2024	Treats for Halloween Hullabaloo
AMAZON MKTPL*0073P52K3	100	450	5186	43443	0000	148.43	2024	Christmas & Thanksgiving Party Supplies (Table settings, centerpieces, etc)
AMAZON MKTPL*X57ZM35X3	100	450	5186	43443	0000	475.96	2024	Christmas & Thanksgiving Party Supplies (Table settings, centerpieces, etc)
AMAZON MKTPL*0G4PP6863	100	450	5186	43444	0000	54.13	2024	Lunch Trays
AMAZON.COM*298MY80C3	100	450	5186	43444	0000	114.16	2024	Cups
AMAZON MUSIC*2F7857FB3	100	450	5186	44330	0000	11.95	2024	Amazon Music
PAYPAL *NORTHERNTOO	100	450	5200	42103	0000	13.36	2024	Cover for trailer jack
VZWRLSS*APOCC VISB	100	450	5200	43250	0000	82.78	2024	Parks Cell Phone - Oct
AMZN MKTP US*CN6IP52V3	100	450	5200	42100	0000	237.52	2024	Individually wrapped marshmallows Tree lighting
AMAZON MKTPL*OO7D43XY3	205	450	5205	42010	0000	76.99	2024	Ergonomic computer mouse
PARTS TOWN, LLC	205	450	5205	42100	0000	35.82	2024	Ice Machine Part
ACE HARDWARE	205	450	5205	42100	0000	49.37	2024	Magic Eraser Mop handles
SAMSLUB.COM	205	450	5205	42100	0000	657.08	2024	Concessions Stock
TARGET.COM	205	450	5205	42100	0000	9.96	2024	Distilled water for hot cabinet
AMAZON MKTPL*OO7D43XY3	205	450	5205	42100	0000	172.78	2024	Shower curtain & hooks, batteries, items for OSHA compliance
AMAZON MKTPL*VL0464HY3	205	450	5205	42100	0000	14.14	2024	Light bulbs for popcorn machine
THE WEBSTAIRANT STORE INC	205	450	5205	42550	0000	234.57	2024	Popcorn Bags
SAMSLUB #6254	205	450	5205	42550	0000	494.68	2024	Concessions Stock
SAMSLUB.COM	205	450	5205	42550	0000	246.10	2024	Concessions Stock
TARGET.COM	205	450	5205	42550	0000	53.27	2024	Concessions Stock
WWW.SIRIUSCOM.COM	205	450	5205	43190	0000	13.00	2024	Bauer and Goodrich G3 license
VZWRLSS*APOCC VISB	205	450	5205	43250	0000	87.78	2024	RAC Cell Phone - Oct
SQ *SQUARE PAID SERVICES	205	450	5205	44300	0000	35.00	2024	11/24 Square Location Fee RAC
JIMMY JOHNS # 1235 -	205	450	5205	44360	0000	111.32	2024	Food for Mandatory Staff Training 10/14/24
TARGET.COM	206	420	2100	45200	0000	45.00	2024	PD Kitchen Remodel - clock
TARGET.COM *	206	420	2100	45200	0000	4.50	2024	PD Kitchen Remodel - salt & pepper set
AMAZON.COM*3I0DR41T3	206	420	2100	45200	0000	12.99	12.99	PD Kitchen Remodel - napkin dispenser
AMAZON MKTPL*835NA8S03	207	420	2210	42105	0000	9.99	2024	Epi Pen Carrying Case
AMAZON MKTPL*Q265R2HN3	207	420	2210	42105	0000	59.94	2024	Epi Pen Carrying Case X6
BRIMAR INDUSTRIES	207	420	2210	42105	0000	3,271.78	2024	Illuminated Traffic Signs
IN *MINNESOTA OFFICE FURN	400	000	0000	10100	0000	16,510.79	2024	City Hall Refurbished Cubicles - 50% Deposit
IN *MINNESOTA OFFICE FURN	400	000	0000	10100	4012	(16,510.79)	2024	City Hall Refurbished Cubicles - 50% Deposit
IN *MINNESOTA OFFICE FURN	400	000	0000	15501	0000	16,510.79	2024	City Hall Refurbished Cubicles - 50% Deposit
BANNERSCOM	410	450	5200	44310	2201	220.77	2024	Banner for ground breaking/construction
AMZN MKTP US*UH3JM4S03	449	420	2210	44310	2209	289.80	2024	Trash Cans for FD2
AMZN MKTP US*D21LL6P23	449	420	2210	44310	2209	50.04	2024	Recycling cans FD2
AMZN MKTP US*N288V3QW3	449	420	2210	44310	2209	68.59	2024	Trash Cans for FD2
AMAZON.COM*7C2YV25R3	449	420	2210	44310	2209	272.40	2024	Trash, Recycling cans and lids for FD2
AMAZON.COM*Z537H7MN3	449	420	2210	44310	2209	86.98	2024	Recycling containers FD2
AMAZON.COM*UC3Q68JG3	449	420	2210	44310	2209	164.76	2024	Trash can dollies
THE HOME DEPOT #2821	449	420	2210	44310	2209	307.79	2024	Tools
AMAZON MKTPL*KU1TD9H13	449	420	2210	44310	2209	1,050.54	2024	New Station 2 Kitchen Set Up
AMAZON MKTPL*K95064103	449	420	2210	44310	2209	29.50	2024	Hand Towels-New St 2
AMAZON MKTPLPLACE PMTS	449	420	2210	44310	2209	(126.68)	2024	Kitchen Supplies partial never shipped-New St 2
AMZN MKTP US*SP7Q56DF3	449	420	2210	44310	2209	21.49	2024	Glass Coffee Pot-New St 2
AMZN MKTP US*H50CH04R3	449	420	2210	44310	2209	137.98	2024	Airpot x2-New St 2

November 2024 US Bank P-Card Allocations								
Vendor	Account					Amount	Fiscal Year	Description
AMAZON MKTPL*4P6PS2LC3	449	420	2210	44310	2209	78.85	2024	Pot Holders, Dish Soap, Kitchen Tools-New St 2
AMAZON.COM*SO2TW33Q3	449	420	2210	44310	2209	4.48	2024	Aluminum Foil-New St 2
AMAZON MKTPL*BF8DT26S3	449	420	2210	44310	2209	59.42	2024	Cups & Liners-New St 2
WWW.SIRIUSCOM.COM	601	494	9440	43190	0000	8.67	2024	Office G3 Licenses: Parker, Knapp
VZWRLSS*APOCC VISB	601	494	9440	43250	0000	82.78	2024	Water Cell Phone - Oct
WWW.SIRIUSCOM.COM	602	495	9490	43190	0000	10.00	2024	Office G3 Licenses: Parker, Knapp
VZWRLSS*APOCC VISB	602	495	9490	43250	0000	82.78	2024	Sewer Cell Phone - Oct
WWW.SIRIUSCOM.COM	603	496	9495	43190	0000	10.00	2024	Office G3 Licenses: Parker, Knapp
VZWRLSS*APOCC VISB	603	496	9495	43250	0000	41.39	2024	Storm Water Cell Phone - Oct
AMAZON MARK* YR25492I3	609	497	9760	42000	0000	16.70	2024	RWAS rubber bands
AMAZON.COM*LQ0H27673	609	497	9760	42000	0000	47.85	2024	RWAS copy paper
AMZN MKTP US*QC5QB73T3	609	497	9760	42100	0000	352.39	2024	RWAS cooler shelves
AMAZON MKTPL*RE6X47R13	609	497	9760	42100	0000	6.52	2024	RWAS numbers for the cooler doors
AMAZON MKTPL*PU6OX28I3	609	497	9760	42100	0000	26.50	2024	RWAS batteries for wireless keyboard
AMAZON MKTPL*IS8RH5J13	609	497	9760	42100	0000	107.64	2024	RWAS plastic liners for cooler shelves
AMZN MKTP US*Z41Q88TB3	609	497	9760	42100	0000	106.43	2024	RWAS logo patches for employee shirts
AMAZON MARK* YR25492I3	609	497	9760	42100	0000	32.58	2024	RWAS dbl sided tape
AMAZON MKTPL*IM8D18RF3	609	497	9760	42100	0000	21.70	2024	RWAS pricing gun labels
AMAZON MKTPL*NW27J7UZ3	609	497	9760	42100	0000	57.96	2024	RWAS wristbands, drink tickets
CUB FOODS	609	497	9760	42100	0000	17.00	2024	RWAS paper towels
FAMILY DOLLAR	609	497	9760	42100	0000	10.74	2024	RWAS handsoap, cleaning supplies
TRUE BRANDS	609	497	9760	42540	0000	345.36	2024	RWAS cocktail mixes
TRUE BRANDS	609	497	9760	42540	0000	59.88	2024	RWAS fruit garnish
TRUE BRANDS	609	497	9760	42540	0000	19.96	2024	RWAS fruit garnish
CUB FOODS	609	497	9760	42540	0000	71.67	2024	RWAS pop for resale
TRUE BRANDS	609	497	9760	42540	0000	83.88	2024	RWAS fruit garnish
TRUE BRANDS	609	497	9760	42550	0000	368.30	2024	RWAS cherries. Veggies
TRUE BRANDS	609	497	9760	42550	0000	119.76	2024	RWAS cherries
TRUE BRANDS	609	497	9760	42550	0000	83.88	2024	RWAS cherries
TRUE BRANDS	609	497	9760	42550	0000	72.00	2024	RWAS Baileys chocolates w liquor
TRUE BRANDS	609	497	9760	42550	0000	86.16	2024	RWAS cherries
TRUE BRANDS	609	497	9760	42580	0000	789.58	2024	RWAS corkscrews, openers, flasks,
TRUE BRANDS	609	497	9760	42580	0000	59.88	2024	RWAS ice mold
TRUE BRANDS	609	497	9760	42580	0000	23.88	2024	RWAS can coozies
VZWRLSS*APOCC VISB	609	497	9760	43250	0000	62.09	2024	Liquor Cell Phones - Oct
AMAZON RETA* TO69B5613	609	497	9760	43420	0000	60.80	2024	RWAS puppy promo
ECR SOFTWARE CORPORATION	609	497	9760	44330	0000	415.74	2024	RWAS Annual Online backup for POS
SQSP* INV156488661	609	497	9760	44330	0000	20.00	2024	RWAS annual domain subscription
CUB FOODS- ROGERS	609	497	9770	42100	0000	38.46	2024	Muni--fruit, hot sauce
CUB FOODS- ROGERS	609	497	9770	42100	0000	21.91	2024	Muni--fruit
TARGET 00014563	609	497	9770	42100	0000	20.68	2024	Muni--fruit
TARGET 00014563	609	497	9770	42540	0000	112.98	2024	Muni--pop/mix for Muni Legacy party
HOLIDAY STATIONS 0405	609	497	9770	42570	0000	37.74	2024	Muni--ice for Legacy party
HOLIDAY STATIONS 0405	609	497	9770	42570	0000	37.74	2024	Muni--ice for Legacy party
HOLIDAY STATIONS 0405	609	497	9770	42570	0000	37.74	2024	Muni--ice for Muni Legacy party
HOLIDAY STATIONS 0405	609	497	9770	42570	0000	2.79	2024	Ice for Muni during legacy party
COMCAST ST. PAUL	609	497	9770	43100	0000	585.18	2024	Muni--November cable
VZWRLSS*APOCC VISB	609	497	9770	43250	0000	62.09	2024	Liquor Cell Phones - Oct
SQ *SQUARE PAID SERVICES	609	497	9770	44300	0000	35.00	2024	11/24 Square Location Fee Event Center
AMAZON PRIME*SC0B27LN3	609	497	9770	44330	0000	16.31	2024	Muni--Prime subscription
	100	000	0000	10100	0000	(33,417.20)		November 2024 P-Card Allocations
	205	000	0000	10100	0000	(2,291.86)		November 2024 P-Card Allocations
	206	000	0000	10100	0000	(62.49)		November 2024 P-Card Allocations
	207	000	0000	10100	0000	(3,341.71)		November 2024 P-Card Allocations
	400	000	0000	10100	0000	(16,510.79)		November 2024 P-Card Allocations
	410	000	0000	10100	0000	(220.77)		November 2024 P-Card Allocations
	449	000	0000	10100	0000	(2,495.94)		November 2024 P-Card Allocations
	601	000	0000	10100	0000	(91.45)		November 2024 P-Card Allocations
	602	000	0000	10100	0000	(92.78)		November 2024 P-Card Allocations
	603	000	0000	10100	0000	(51.39)		November 2024 P-Card Allocations
	609	000	0000	10100	0000	(4,555.45)		November 2024 P-Card Allocations
				Total		(63,131.83)		
				Payment Total		63,131.83		
				Difference		-		



STAFF REPORT

ROGERS CITY COUNCIL

Meeting Date: January 14, 2025

Agenda Item: 5.3

Subject: Approval of New On-Sale and Sunday Liquor License for Los Mariachis Mexican Grill, LLC

Prepared By: Stacie Brown, City Clerk

Recommended Council Action

Motion to approve an application for a new On-Sale and Sunday Liquor License for Los Mariachis located at 21753 South Diamond Lake Road in Rogers.

Overview / Background / Analysis

Los Mariachis Mexican Grill, LLC has submitted application for a new On-Sale and Sunday liquor license for their restaurant located at 21753 South Diamond Lake Road in Rogers. A background investigation form, Certificate of Insurance, and fees have also been received from the applicant.

Council approval will be conditional pending successful completion of the background investigation through the Rogers Police Department, with the start date of the license to be March 1, 2025.

Staff Recommendation

Motion to approve an application for a new On-Sale and Sunday Liquor License for Los Mariachis located at 21753 South Diamond Lake Road in Rogers.

Financial Impact:

Source Fund:

Budgeted?

Supporting Documentation

None



STAFF REPORT

ROGERS CITY COUNCIL

Meeting Date: January 14, 2025

Agenda Item: 5.4

Subject: Approval of 2025 Massage Establishment License Renewals

Prepared By: Stacie Brown, City Clerk

Recommended Council Action

Motion to approve renewal of Massage Establishment Licenses for calendar year 2025 for Anchor Chiropractic, Massage Envy, and Salon Adagio.

Overview / Background / Analysis

Council adopted an Ordinance requiring massage establishments to be licensed and approved through the City. The following businesses have applied for renewal of their Massage Establishment Licenses for 2025, and have provided all required paperwork and fees:

- Anchor Chiropractic
- Massage Envy
- Salon Adagio

Staff Recommendation

Motion to approve renewal of Massage Establishment Licenses for calendar year 2025 for Anchor Chiropractic, Massage Envy, and Salon Adagio.

Financial Impact:

Source Fund:

Budgeted? N/A

Supporting Documentation

None



STAFF REPORT

ROGERS CITY COUNCIL

Meeting Date: January 14, 2025

Agenda Item: 5.5

Subject: Approval of Ordinance 2025-01 Repealing and Replacing the Animal Ordinance and Approval of Resolution 2025-01 Authorizing its Summary Publication

Prepared By: Brett Angell, Community Development Director

Recommended Council Action

Motion to approve Ordinance 2025-01 repealing and replacing Rogers City Code Chapter 10 - Animals.

Motion to approve Resolution 2025-01 authorizing the summary publication of Ordinance 2025-01.

Overview / Background / Analysis

On a continual basis, city staff seek to ensure that city ordinances are clear, concise, and meet the standards and operational procedures of the city. Through this evaluation, the current Animal ordinance was identified as needing updates and changes through discussions between the Community Development and Police departments. The Animal ordinance has been in place for decades with many of the sections having not been updated since the early 1980s. The ordinance pertains almost exclusively to dogs and cats with brief mention of other animals. The proposed ordinance is an update to the existing regulations and the proposed changes are summarized below:

Dog Licensing

The existing ordinance contains provisions which require all dogs within the city to be licensed. This was an administrative license. The city has not done dog licensing for the past few years. The proposed ordinance removes the language related to licensing. All the standards for the general vaccination requirements will remain consistent and/or be further clarified.

Connect to the Zoning Ordinance

The current Animal ordinance contradicts and is in conflict with the zoning ordinance as it pertains to the keeping of chickens, fowl, or farm animals. Through the existing Animal ordinance, the keeping of chickens is prohibited within the city on all properties. This language pre-dated the full annexation of Hassan Township into Rogers. The proposed ordinance changes the language by adding "except as defined in City Code Chapter 125 Zoning Regulations". This change does not influence the current ability to keep chickens within the city.

Contact Point

The existing ordinance sets a primary contact point for animal/dog related items as the

city clerk. The proposed ordinance changes the primary contact point and references of the animal control officer to the police department.

Care Standards

The existing ordinance does not currently have specific standards of care for the keeping and maintaining of animals. The proposed ordinance adds Section 10-30, which adopts by reference State Statute Section 343.20 - 343.36 and federal regulations related to cruelty and handling of animals. It also adds standards related to maintaining a clean and sanitary condition for animals.

Impoundment Procedures

The proposed ordinance adds language related to where impounded animals would be taken and the collection of fees as it pertains to impounded animals.

Upon approval, the proposed ordinance will go into effect upon publication of the ordinance. The above-mentioned amendments does not change current operating procedures of the city.

Staff Recommendation

Staff recommends the approval of Ordinance 2025-01 repealing and replacing the Animal ordinance and Resolution 2025-01 authorizing the summary publication of said ordinance.

Financial Impact: Not applicable.

Source Fund: Not applicable.

Budgeted? N/A

Supporting Documentation

- A. Ordinance No. 2025-01
- B. Resolution No. 2025-01

ORDINANCE NO. 2025-01

CITY OF ROGERS

**AN ORDINANCE REPEALING AND REPLACING ROGERS CITY CODE CHAPTER
10– ANIMALS**

THE CITY COUNCIL OF THE CITY OF ROGERS DOES ORDAIN:

SECTION 1. REPEAL. Rogers City Code Chapter 10 - ANIMALS is hereby repealed.

SECTION 2. REPLACE. Rogers City Code Chapter 10– ANIMALS is hereby adopted by adding the following provisions as Chapter 10:

CHAPTER 10 - ANIMALS

DIVISION 10-II-1 GENERALLY

Sec. 10-19. Definitions

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Animal means cats, dogs, domestic animals, and wild animals.

Animal control officer means that person or agency designated by the Police Chief to control the keeping of animals within the city.

At large means an animal that is off the property of its owner and not under restraint.

Commercial kennel means a place where more than three dogs or three cats over six months of age are kept, and where the business of selling, boarding, breeding, showing, treating or grooming dogs or cats or both is conducted.

Owner means any person, group or corporation owning, keeping, harboring or having custody of an animal.

Residential kennel means a place where more than three dogs or three cats over six months of age are kept on premises which are zoned and occupied for residential purposes, and where the keeping of such dogs or cats is incidental to the occupancy of the premises for residential purposes.

Restraint means an animal that is controlled by a leash not exceeding six feet in length, or at heel beside a competent person having custody of him and obedient to that person's commands, or within a vehicle being driven or parked on a public street or within the property limits of his owner's premises. An unattended animal on the property of another, without the consent of such property owner, is "at large" and not under restraint, even though it is on a leash.

Sec. 10-20. Enforcement

To enforce this article, the animal control officer or a police officer may enter upon private property where there is reasonable cause to believe that there is a dog or cat on the premises

which is not being properly kept, confined, restrained, and/or cared for. Any owner shall produce for inspection the animals' veterinary records when requested to do so by such officer.

Sec. 10-21. Restrictions on Keeping Certain Animals

It is hereby declared to be a public nuisance to permit, maintain, or harbor any of the following:

- (a) Chickens and other domestic fowl except as defined in City Code Chapter 125 Zoning Regulations.
- (b) Any combination of animals and/or fowl of any age kept in such numbers or under conditions that reasonably annoy, injure, or endanger the health, safety, comfort, repose, or welfare of the public or of the animals or fowl.
- (c) Any wild or exotic or nondomestic animal, including reptiles, and including crossbreeds with wild animals, which in their wild state pose a threat to humans or domestic animals or are capable of transmitting rabies, including, but not limited to, wolves, bear, cougar, skunk, lynx, bobcat and fox.
- (d) Any animal that is afflicted with infectious or contagious diseases.
- (e) Any animal otherwise prohibited by City Code.

Sec. 10-22. Restraint

No owner shall permit his animal to be at large in the city, but shall keep such animal under restraint at all times.

Section 10-23 Vaccination Requirements

- (a) All dogs, cats, and ferrets must have a certificate issued by a Doctor of Veterinary Medicine confirming that the dog, cat, or ferret has been vaccinated against rabies and distemper, and that such vaccination is effective on the date the certificate is presented.
- (b) Any dog, cat, or ferret found not to be currently vaccinated against rabies shall be subject to immediate impoundment, and its owner or any person who claims the animal shall pay, in addition to the impoundment fees, the actual cost of any rabies vaccination administered to the animal by or at the direction of the city's agent.

Sec. 10-24. Confinement

The owner shall confine within a building or secure enclosure any fierce, dangerous or vicious dog, cat or other animal except when muzzled and in the control of a competent person. Every female dog or cat in heat shall be confined in a building, secure enclosure, veterinary hospital or boarding kennel, or shall be controlled on a leash while being exercised, provided it does not create a public nuisance.

State law reference(s)—Dangerous dogs, Minn. Stats. § 347.50 et seq.

Sec. 10-25. Public Nuisances

- (a) The keeping of an animal that annoys other persons is a public nuisance and is unlawful. Any animal which damages property, plantings or structures, or which deposits fecal matter on public or private property of others or which scratches or bites persons while at large, or which habitually barks, cries or mews, after the owner has been notified of such acts pursuant to subsection (b) of this section, is hereby declared to be a nuisance. Upon the receipt of a written complaint of such annoyance signed by the occupants of two or more neighboring properties, the animal control officer shall notify the owner of such animal that the nuisance shall be abated within 48 hours. Failure to obey such notice shall be unlawful.
- (b) In addition to the provisions of subsection (a) of this section, anyone may send or deliver to the Police Department a written complaint, stating the acts committed by an animal, the name and address of the person owning or harboring the animal and the name and the address of the person making the complaint. The clerk or the animal control officer shall then promptly notify the person owning or harboring the dog or cat of the acts complained of, shall request that the animal is restrained from committing any more such acts, and shall inform such person that if the animal continues to commit such acts thereafter, then the person owning or harboring the animal may be convicted hereunder.
- (c) The keeping of any animal or bird which causes long, frequent, and/or continuous noise which would be likely to cause significant discomfort or annoyance to a reasonable person of normal sensitivities present in the area is hereby declared to be unlawful and a public nuisance.
- (d) Any person who owns or harbors an animal declared to be a nuisance hereunder shall be deemed to be maintaining a nuisance.

Sec. 10-26. Dangerous Animals; Biting; Rabies Prevention; Penalty

Minn. Stats. chs. 346 and 347 relating to dangerous and potentially dangerous animals are hereby adopted and incorporated as a part of the Rogers City Code for enforcement by the City of Rogers.

(a) Animals biting human beings; rabies prevention.

(1) Duties of owner when animal has bitten a human being or domestic animal.

Whenever an owner within the corporate limits of the city shall learn that his animal has bitten a human being or domestic animal, such person shall immediately and temporarily confine the animal in a proper enclosure where it cannot escape or have access to any human being or other domestic animal, subject to further confinement under subsection b. The owner shall also immediately notify the animal control officer and/or the police department of the alleged bite and confinement and provide all vaccination and other medical records pertaining to the biting animal at the request of the animal control officer.

(2) Confinement of animals biting a human being or domestic animals.

- a. Whenever the animal control officer or an officer of the police department shall learn that a human being or domestic animal has been bitten by any animal, the officer shall ascertain the identity of the animal and its owner and

shall immediately direct that the owner forthwith to confine such animal pursuant to subsection 2.

- b. Any animal so ordered confined shall be confined as so directed for a period of at least ten full days at the designated animal containment facility, kept apart from other animals and under the supervision of a veterinarian, until it is determined whether such animal had or has a disease which might have been transmitted by such bite. Periods of such confinement may be extended upon competent veterinary advice.

- (3) *Disposition of animals exposed to rabies or other infectious, communicable disease.* Any animal which has been bitten by a rabid animal or has otherwise been exposed to rabies shall be euthanized with the owner's consent or quarantined and kept in a manner as directed by the animal control officer for a period of six months, requiring a series of three rabies vaccinations during quarantine. If the animal has been vaccinated at least three weeks, but not more than one year before such bite or exposure to a source of rabies; and if it is again immediately vaccinated, then such animal will be confined in the animal containment facility for a period of 40 days before it is released. Impounded animals shall not be released prior to an examination by a licensed veterinarian and certification that the animal does not have rabies.

Any animal having an infectious and communicable disease shall be confined for a period determined by competent veterinary advice and if not euthanized, properly treated for such disease.

- (4) *Redemption of confined animals.*

- a. An animal impounded at the animal containment facility pursuant to the terms of this section may be redeemed upon notification that any required confinement period has expired. Such notice shall be mailed to the owner, or posted if ownership is unknown.
- b. Any such animal may be redeemed pursuant to the terms of chapter 10 within five regular business days after the date the notice is mailed or posted, whichever the case may be, after which time the animal will be disposed of if not redeemed. The owner of the animal so confined under any provision of chapter 10 shall pay all expenses of the confinement of the animal and related expenses.

- (5) *Authority to seize animal.* If the animal control officer or police officer has a reasonable basis to believe an animal has rabies, the animal shall be seized. The animal control officer or police officer shall notify the state board of public health and may destroy the animal and test the carcass to confirm the existence of rabies.

- (b) *Potentially dangerous animals.*

- (1) The chief of police or designate may declare an animal potentially dangerous if one of the following criteria is met:
 - a. The animal, without provocation, attacks or bites a person or a domestic animal on public or private property;

- b. The animal, without provocation, chases or approaches a person, including a person on a bicycle, upon the street, sidewalk or any public or private property in an apparent attitude of attack or in a menacing fashion;
 - c. The animal has a known propensity, tendency, or disposition to attack without provocation, to cause injury, or to otherwise threaten the safety of any person or domestic animal; or
 - d. The animal is owned or harbored primarily or in part for the purpose of fighting or is trained for fighting.
- (2) The person making such declaration shall notify the animal's owner in writing of the declaration and provide information pertaining to the regulation of dangerous animals.
- (3) The owner of a potentially dangerous dog must have a microchip implanted in the dog for identification pursuant to Minn. Stats § 347.515.
- (4) The proof in the form of a receipt of the implanted microchip must be provided to the police department within 14 days of notification. The name of the microchip manufacturer and identification number must also be provided to the animal control authority.
- (5) The owner of a potentially dangerous dog shall keep the dog, while on the owner's property, in a proper enclosure or on a substantial leash. For the purpose of this section, the term substantial leash shall mean a leash of that properly and completely restrains the potentially dangerous dog's movement.
- (6) The owner of a potentially dangerous dog shall muzzle and restrain the dog on a substantial leash not to extend more than six feet whenever off of its own property. The muzzle must be made in a manner that will prevent the dog from biting any person or animal but that will not cause injury to the dog or interfere with its vision or respiration; similar to a basket-type muzzle.
- (7) The owner of a potentially dangerous dog must post a clearly visible purchased "Beware of Dog" sign. The sign must be at least ten inches by fourteen inches in dimension.
- (8) The owner of a potentially dangerous dog shall notify the Rogers Police Department in writing if the potentially dangerous dog:
- a. The dog dies, is sold or transferred;
 - b. Is to be kept at a location or residence within the city that is new or the owner's property on file with the Rogers Police Department; and/or
 - c. Shall no longer be kept within the city.
- Such notice shall be provided within 14 days of said event and shall include, but is not limited to (if applicable), the name, address and contact information of any new owner and /or location(s) where the dog is being kept.

- (9) A person who owns a potentially dangerous dog and who resides on rental property must disclose to the property owner that a potentially dangerous dog will reside on the property.
 - (10) Any appeal by a potentially dangerous dog owner shall be governed by and shall be in the manner set forth in chapter 10.
- (c) *Dangerous animals.*
- (1) *Compliance with state law.* The owner of a dangerous dog must comply with Minn. Stats §§ 347.50—347.565. Any violation of such statutory provision is a misdemeanor under this chapter.
 - (2) *Procedure for determination that animal is dangerous.* The owner of a dangerous animal shall be advised in writing of the determination that the animal is dangerous, and shall be provided a copy of Minn. Stats §§ 347.50—347.565. The owner may appeal this designation according to the procedures in subsection c.1. of this section. Notwithstanding any appeal that may be requested by the owner, the owner shall comply with the provisions of this chapter until and unless the declaration is reversed by the hearing officer or a court of law.
 - (3) *Dangerous dog appeal by owner.*
 - a. The owner may appeal by delivering a written notice of appeal to the police department within seven days after receipt of the notice referred to in subsection b. of this section. The notice of appeal must identify the name, address, telephone number of the owner, complete animal information and must state the basis for the appeal. Upon receipt of a valid notice of appeal, a hearing shall be held within 14 days of the request before an impartial hearing examiner who shall not be a member of the city staff. The hearing examiner shall receive evidence whether the animal is dangerous. Rules of evidence need not be strictly followed and the records of the animal control officer or law enforcement officer shall be considered without further foundation. After considering all evidence submitted, the hearing examiner shall issue a written order setting forth whether the animal is dangerous pursuant to Minn. Stats § 347.50. The order shall be made within ten business days after the hearing and shall be served by mail or personal service upon the owner as soon as practical. The decision of the hearing examiner shall be final, but is appealable to a court of law according to Minn. Stats § 484.01, subdivision 1. The owner shall be responsible for all city fees associated with this appeal process up to \$1,000.00.
 - b. The hearing officer shall be appointed by the city administrator or his designate. The hearing officer shall receive compensation in an amount to be determined by the city council. The decision of a hearing officer is effective the date it is issued, unless a later date is stated in the decision.
 - (4) *Registration is required.* No person shall own, keep or harbor a dangerous animal without first registering with the Rogers Police Department. Said registration shall expire yearly from the date of the original dangerous dog declaration. Each registration shall be accompanied with a fee as set forth in chapter 10.

- (d) *Penalty.* Any violation of this section is a misdemeanor and shall be punished under the provisions of City Code section 1-8.

Sec. 10-27. Limit of Dogs or Cats on One Premises

Not more than three dogs and/or cats over six months of age shall be kept on any one premises except at a licensed commercial kennel or a licensed residential kennel.

Sec. 10-28. Abandonment

It is unlawful for any person to abandon any animal in the city.

Sec. 10-29. Kennel Regulations

Kennels shall be kept in a clean and healthful condition at all times, and shall be open to inspection by any health officer, sanitarian, animal control officer, or the person charged with the enforcements of this article, or any health or sanitary regulation of the city, at all reasonable times.

Sec. 10-30. Standards for Keeping and Maintaining Animals

- (a) Statutes adopted by reference. Minn Stat. 343.20-343.36 relating to cruelty to animals are hereby adopted by reference and incorporated in and made a part of this article as though fully set forth in this section.
- (b) Federal regulations adopted by reference. The Code of Federal Regulations relating to humane handling, care, treatment and transportation of animals, being 9 CFR1, is hereby adopted by reference and incorporated in and made a part of this article as though fully set forth in this section.
- (c) Animal stabling. All areas where animals are to be kept, stabled or maintained shall be of adequate space to maintain such animals in reasonably healthy condition and comfort and the space shall be in compliance with the requirements of City Code.
- (d) Any person who owns, keeps, harbors, or has charge or control of a dog in or upon premises or land occupied by, or under the control of, that person shall frequently collect and remove any accumulation of dog fecal matter that is unhealthy or offensive to any person or neighborhood.
- (e) The premises on which any animal is kept or maintained shall be kept in a clean and sanitary condition and shall not be a harbor for rodents, flies, and/or insects.

DIVISION 10-II-2 IMPOUNDMENT

Sec. 10-47. Impounding Authority

It shall be the duty of the animal control officer, Police Chief, or designee to apprehend any animal found running at large and to impound such animal.

Sec. 10-48. Killing Dangerous Animals in Lieu of Impoundment

If an animal is diseased, vicious, dangerous, rabid or exposed to rabies and such animal cannot be impounded after a reasonable effort, or cannot be impounded without serious risk to the persons attempting it, such animal may be immediately killed by or under the direction of the animal control officer or a police officer.

Sec. 10-49. Impoundment Location

Animals that are impounded shall be taken to the designated animal containment facility location designated by the Police Department. Said facility can be either within or outside the municipal limits. The owner of the animal shall be responsible to pay the fee, or accumulation of fees, corresponding to the release of the animal from impoundment.

Sec. 10-50. Collection of Impoundment Fees

The animal control officer or police department is authorized to accept redemption fees and charges for impoundment as specified by the City Council. The city may collect unpaid fees and charges in any manner authorized by law.

DIVISION 10-II-4 KENNEL LICENSES**Sec. 10-92. Required**

No person shall operate a commercial or residential kennel in the city without first obtaining a kennel license. Application for such license shall be made to the Police Department and shall be accompanied by a specified license fee. The Police Department shall refer the application to the council, which may grant or deny the license.

Sec. 10-93. Residential Kennel Licenses

A residential kennel license shall not be issued unless the application for such license is accompanied by the written approval thereof by the occupants of all privately owned real estate abutting the premises on which the kennel is to be located or unless the applicant's property is 300 feet or more from any structure used as a home.

Sec. 10-94. Kennel Fees

The fee for a commercial kennel license shall be the amount established by ordinance. The fee for a residential kennel license shall be the amount set by the council from time to time. The residential kennel license is in addition to the usual animal license fees. Dogs or cats which are permanent residents of a commercial kennel and kept as pets or for breeding purposes are required to have licenses as provided by sections 10-70 and 10-72.

Sec. 10-95. Revocation

Any kennel license may be revoked by the council by reason of any violation of this article or by reason of the violation of any other health or nuisance ordinance, order, law or regulation. Before revoking a kennel license the licensee shall be given notice of the meeting at which such revocation will be considered, and if the licensee is present at such meeting, he shall first be given an opportunity to be heard. Notice of such meeting shall be given to the licensee in writing. Such written notice shall be mailed to the address of the licensee as set forth in the licensee's application for the kennel license, and it shall be mailed at least five days before the date of the meeting at which such revocation is to be considered by the council.

SECTION 3. EFFECTIVE DATE. This Ordinance shall be in full force and effect, following passage and publication as required by law.

Adopted by the City Council of the City of Rogers this 14th day of January, 2025.

Shannon Klick
Mayor

ATTEST:

Stacie Brown
City Clerk

Published in the *Crow River News*: _____

RESOLUTION 2025-01

**A RESOLUTION AUTHORIZING
SUMMARY PUBLICATION OF
ORDINANCE NO. 2025-01**

WHEREAS, the City Council of the City of Rogers adopted Ordinance No. 2025-01 titled “AN ORDINANCE REPEALING AND REPLACING ROGERS CITY CODE CHAPTER 10 – ANIMALS”, and

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

WHEREAS, the expense to publish the complete text of Ordinance No. 2025-01 is not justified; and

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

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

Summary of Ordinance 2025-01

**AN ORDINANCE OF THE CITY OF ROGERS, MINNESOTA, REPEALING AND
REPLACING CITY CODE CHAPTER 10 - ANIMALS**

On the 14th day of January, 2025, the Rogers City Council passed Ordinance No. 2025-01, An Ordinance of the City of Rogers, Minnesota Repealing and Replacing City Code Chapter 10 – Animals to remove the licensing requirements for dogs within the city. The proposed ordinance clarifies primary contact point for regulation of animals within the city. The draft ordinance also establishes standards related to the care of animals.

The full text of the Ordinance may be reviewed at City Hall, located at 22350 South Diamond Lake Road, Rogers, MN 55374. The ordinance can also be viewed online at our website <http://rogersmn.gov>.

Moved by Councilmember _____, seconded by Councilmember _____ ;

The following voted in favor of said resolution:

The following voted against the same:

The following abstained:

Whereupon said resolution was declared duly passed and adopted, and was signed by the Mayor, and

attested by the City Clerk dated this 14th day of January, 2025.

ATTEST:

Stacie Brown, City Clerk

Shannon Klick, Mayor



STAFF REPORT

ROGERS CITY COUNCIL

Meeting Date: January 14, 2025

Agenda Item: 5.6

Subject: Approval of Resolution 2024-116 Vacating Certain Easements and Right-of-Way at 14000 Veit Place

Prepared By: Brett Angell, Community Development Director

Recommended Council Action

Motion to approve Resolution 2024-116 vacating certain easements and right-of-way at 14000 Veit Place.

Overview / Background / Analysis

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

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

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

At the November 26th meeting, the City Council held a public hearing at which no public testimony was received. This item was subsequently tabled to allow for additional time for the Department of Natural Resources (DNR) to comment on the proposed vacation request due to the adjacent public water body. Staff have heard back from the DNR, and they do not have any comments or concerns related to this item.

Staff Recommendation

Staff recommends approval of Resolution 2024-116 vacating certain easements and right-of-way at 14000 Veit Place.

Financial Impact: Not applicable.

Source Fund: Not applicable.

Budgeted? N/A

Supporting Documentation

- A. Resolution 2024-116 - Vacation of Easements and Right of Way
- B. Veit Location Map
- C. Veit Easement Vacation Plan

RESOLUTION NO. 2024 – 116

**CITY OF ROGERS
HENNEPIN COUNTY, MINNESOTA**

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

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

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

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

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

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

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

WHEREAS, this request was tabled at the November 26, 2024 meeting and continued at the January 14, 2025 meeting.

NOW THEREFORE, BE IT FURTHER RESOLVED by the City Council of the City of Rogers, Minnesota that the vacation of the Easement and Right-of-Way Area as described in Exhibit A is hereby granted by the City Council of the City of Rogers on this 14th day of January, 2025.

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 14th day of January, 2025.

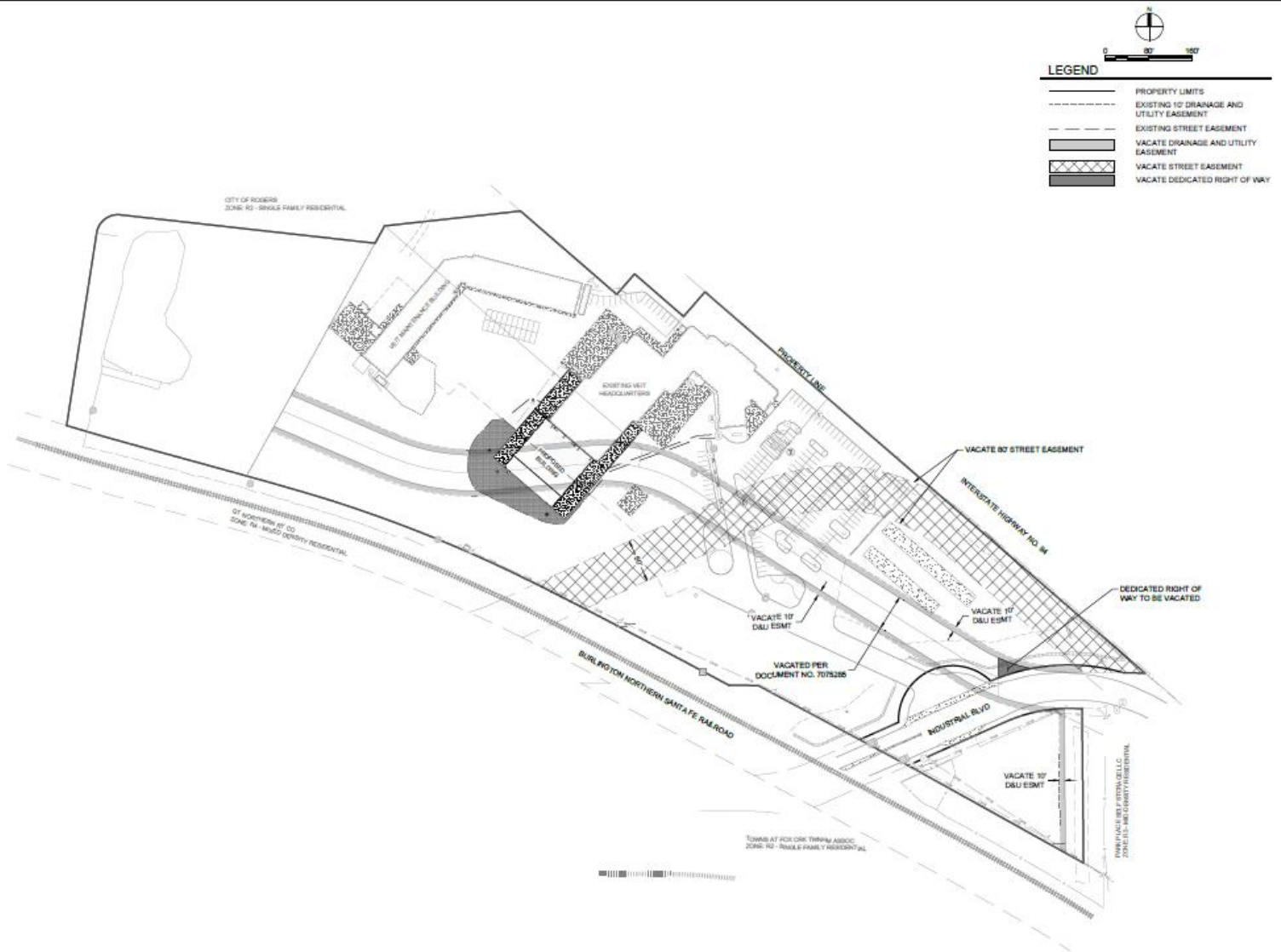
Shannon Klick, Mayor

ATTEST:

Stacie Brown, City Clerk

Exhibit A

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





LOCATION MAP





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



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

VEIT
RODGERS
ADDITION

14000 VEIT PL,
ROGERS,MN 55369



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

PRINT NAME: BRIAN J. FIELD, PE

SIGNATURE: NOT FOR CONSTRUCTION

DATE: 9/20/2024 LICENSE NO. 57224

REVISION LOG

[illegible]

PRELIMINARY PLAT SUBMITTAL
SEPTEMBER 20, 2024

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

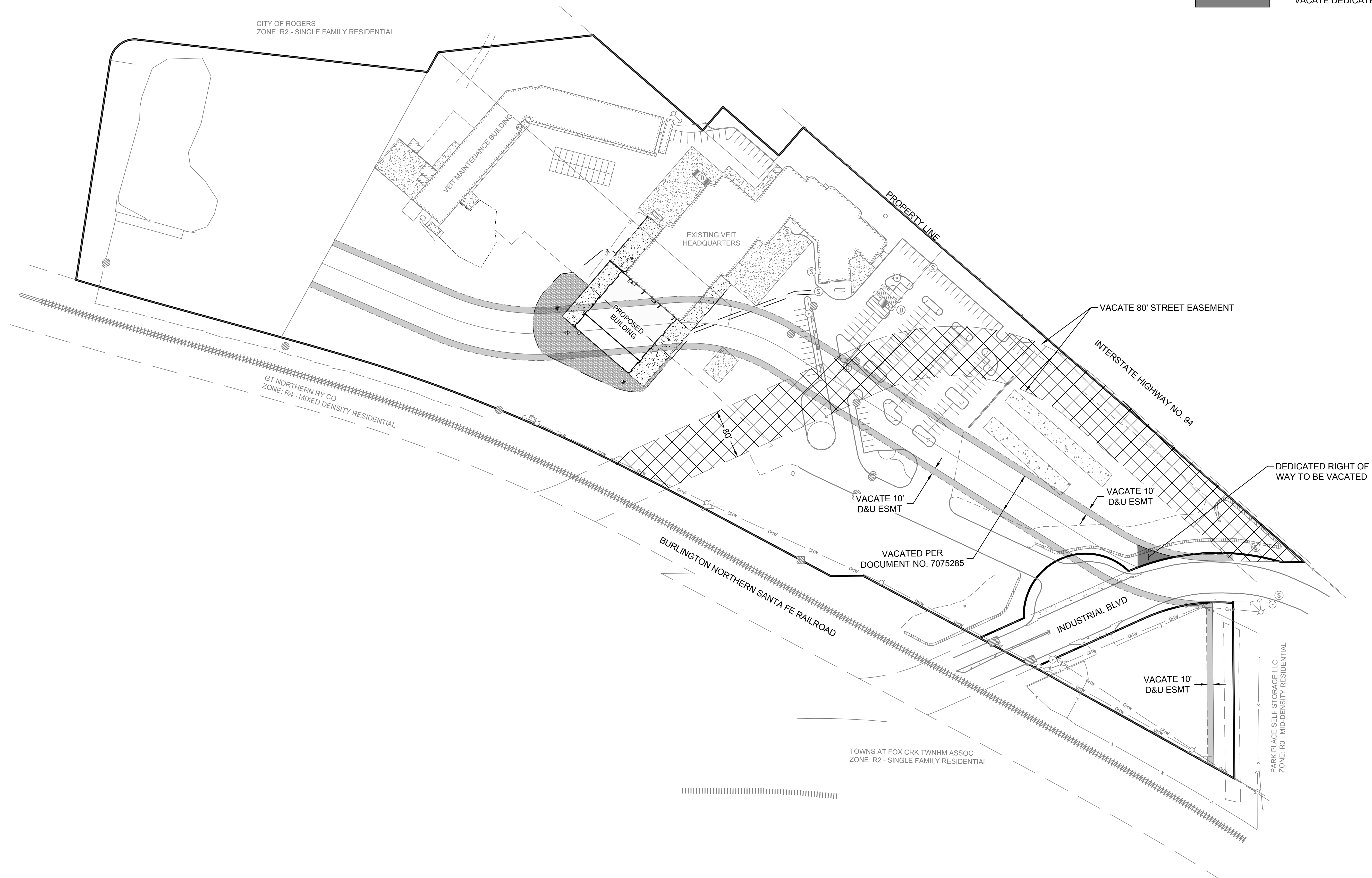
DRAWING TITLE

EASEMENT VACATION PLAN

DRAWING NO.

C2

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



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



STAFF REPORT

Meeting Date: January 14, 2025

ROGERS CITY COUNCIL

Agenda Item: 5.7

Subject: Approval of Resolution No. 2025-02, A Resolution Approving 2024 Donations

Prepared By: Bridget Bruska, Finance Director

Recommended Council Action

Motion to Approve Resolution No. 2025-02, A Resolution Approving 2024 Donations

Overview / Background / Analysis

The attached resolution outlines donations made to the City of Rogers in 2024 by various individuals and entities. These contributions support key community programs and services, including Shop with a Cop, public education, police department needs, and the fire capital fund.

Under Minnesota Statutes Section 465.03, the City is authorized to accept these donations for the benefit of its citizens. The donations range from cash contributions to in-kind services such as transportation and food for community events.

The City of Rogers is deeply grateful to all donors for their generosity, which enhances programs and services for our residents. Their support demonstrates a strong sense of community and partnership with the City.

The Finance Department recommends the Council's approval to formally accept these donations and extend appreciation to the donors.

Staff Recommendation

Motion to Approve Resolution No. 2025-02, A Resolution Approving 2024 Donations

Financial Impact: \$208,160.32

Source Fund: General Fund (100), Fire Capital Fund (403)

Budgeted? N/A

Supporting Documentation

A. Resolution No. 2025-02

RESOLUTION NO. 2025-02

A RESOLUTION ACCEPTING 2024 DONATIONS TO THE CITY

WHEREAS, the City of Rogers is generally authorized to accept donations of real and personal property pursuant to Minnesota Statutes Sections 465.03 for the benefit of its citizens and is specifically authorized to accept gifts.

WHEREAS, the following persons and/or entities have offered to contribute cash, goods, and/or services in the amount indicated for the purpose set forth below to the City:

Donor/Entity	Description/Purpose	Value
Rogers Lions	Shop with a Cop Donation	\$5,000.00
ServPro	Police Department Donation	\$250.00
Richard Finke	Police Department Donation	\$50.00
Rogers Volunteer Fire Auxiliary	Public Education Donation	\$1,500.00
Nothing Bundt Cakes	Daddy-Daughter Dance Desert	\$196.00
Linda Munson	K9 and Shop with a Cop Donation	\$100.00
Target	Shop with a Cop Gift Card	\$500.00
Dimagio's Pizza	Shop with a Cop Pizza	In-Kind Donation
Vision Transportation	Shop with a Cop Transportation	In-Kind Donation
J&A Glass	Fire Station #2 Glass Cover for Tabletop	\$564.32
Rogers Fire Relief Association	Fire Capital Fund Donations	\$200,000.00

WHEREAS, all such donations have been contributed to the City for the benefit of its citizens, as allowed by law; and

WHEREAS, the City of Rogers acknowledges the above donations and gives thanks and appreciation to the donors for their donations.

WHEREAS, the City Council finds that it is appropriate to accept the donations offered.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Rogers, Minnesota, that the donations described above are accepted and shall be used to establish and/or operate services either alone or in cooperation with others, as allowed by law.

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 14th day of January, 2025.

Mayor

ATTEST:

City Clerk



STAFF REPORT

Meeting Date: January 14, 2025

ROGERS CITY COUNCIL

Agenda Item: 5.8

Subject: Authorization of the 2024 Audit Engagement Letter

Prepared By: Bridget Bruska, Finance Director

Recommended Council Action

Motion to authorize the Finance Director to sign the engagement letter with Abdo for the 12/31/2024 year-end audit and preparation of the City of Rogers 2024 Annual Financial Report.

Overview / Background / Analysis

Finance Director Bruska has reviewed the attached audit engagement letter and finds the services to be provided by Abdo in order with their cost of services quoted at \$45,500 (of which \$29,920 is estimated to be charged to the General Fund and the balance to Enterprise Funds). The cost of the audit has been included in the 2024 Budget. The agreement provides a 4.6% (\$2,000) total increase for auditing and financial statement preparation services over the previous year.

New GASB reporting requirements can add additional scope and responsibilities to the audit. It is typical to have added costs in the first year of implementing new Government Accounting Standards Board (GASB) required standards. For the 2024 audit, GASB 101 - Accounting for Compensated Absences must be implemented; audit costs related to implementing this new standard are estimated to be negligible and included in the total audit cost of \$45,500. Abdo also provides training regarding new standards and reviews implementation timelines and reporting requirements as part of their services.

Abdo has kept their annual auditing service pricing competitive, with increases often well below inflation. In addition, they field periodic questions and provide consulting throughout the year at no additional charge. We have used the firm for a number of years for auditing services and have been very satisfied with their performance. Their ongoing knowledge of Roger's current finances and specific accounting processes allows for time savings during the audit process. They have a strong reputation among city governments for their expertise, professionalism, and knowledge of required financial reporting standards.

Staff Recommendation

Motion to authorize the Finance Director to sign the engagement letter with Abdo for the 12/31/2024 year-end audit and preparation of the City of Rogers 2024 Annual Financial Report.

Financial Impact: \$45,500

Source Fund: General Fund (100), Water

(601), Sewer (602), Storm Water (603),
and Liquor (609)

Budgeted? Yes

Supporting Documentation

A. 2024 Audit Engagement Letter



December 23, 2024

Management, Honorable Mayor and City Council
City of Rogers
Rogers, Minnesota

We are pleased to confirm our understanding of the services we are to provide the City of Rogers (the City) for the year ended December 31, 2024.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of the City as of and for the year ended December 31, 2024. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- Management's Discussion and Analysis
- Schedule of Funding Progress, Employer's Share of Net Pension Liability and Employer's Contributions

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- Combining and Individual Fund Financial Statements and Schedules
- Summary Financial Report - Revenues and Expenditures for General Operations - Governmental Funds

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

- Introductory Section

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and Government Auditing Standards will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Edina Office

5201 Eden Avenue, Ste 250
Edina, MN 55436
P 952.835.9090

Mankato Office

100 Warren Street, Ste 600
Mankato, MN 56001
P 507.625.2727

Scottsdale Office

14500 N Northsight Blvd, Ste 233
Scottsdale, AZ 85260
P 480.864.5579

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with Government Auditing Standards.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States, and will include tests of your accounting records of the City and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and Government Auditing Standards, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, Government Auditing Standards do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and Government Auditing Standards. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of certain assets, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We may, from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.



Audit Procedures - Internal Control

We will obtain an understanding of the government and its environment, including the system of internal sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Government Auditing Standards. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and Government Auditing Standards.

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to Government Auditing Standards.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and Government Auditing Standards.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the City received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.



With regard to including the auditor's report in an exempt offering document, you agree that the aforementioned auditor's report, or reference to Abdo, will not be included in any such offering document without our prior permission or consent. Any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. You are also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Other Services

We will prepare a general ledger trial balance for use during the audit. Our preparation of the trial balance will be limited to formatting information in the general ledger into a working trial balance. As part of the audit, we will assist with preparation of your financial statements of the City in conformity with U.S. generally accepted accounting principles based on information provided by you. We will also accumulate capital asset information and calculate the depreciation based on lives and methods determined by management. We will also assist with entries for full accrual basis of accounting for long-term assets, long-term liabilities, and related deferred inflows of resources, deferred outflows of resources, revenues and expenses from information provided by management.

These nonaudit services do not constitute an audit under Government Auditing Standards and such services will not be conducted in accordance with Government Auditing Standards. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgement, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with the preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide electronic copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.



The audit documentation for this engagement is the property of Abdo and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to any Regulator or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for the purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Abdo personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the Regulator. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Andrew K. Berg, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit in April 2025, and to issue our reports no later than June 30, 2025.

Our fee for these services will be as follows:

Audit	\$45,500.00
American Rescue Plan Act Compliance Testing (if applicable)	\$1,000.00
CCH Engagement Software Fees (Initial Year)	<u>\$1,750.00</u>
Total	<u><u>\$48,250.00</u></u>

There have been several new accounting standards issued in recent years which will begin taking effect in the current and following years. These new standards may require substantial changes to your financial statements. We will review with you during the planning stage and if changes are substantial and you would like our firm to complete this work we will agree at that time to a separate fee and engagement to complete that work.

The newest standard that will have an effect on the City that is effective for this year's financial statement is GASB's Accounting Standards number 101 - Accounting for compensated absences. This new standard is effective for fiscal years starting after December 15, 2023. Given this new standard will have an effect on your financial statements, there will be additional time spent to adopt this standard in year one. If requested, we will assist management with the implementation of this standard and our implementation fee for these procedures will be billed at our standard hourly rates.

To assist with the post-implementation accounting for GASB statement numbers 87 - Leases and 96 - Subscription Based Information Technology Agreements (SBITA's), Abdo has partnered with an accounting software known as LeaseCrunch to ensure you are in compliance with the standards. The cost of this service is a discounted price of \$78 per lease/SBITA that is in the LeaseCrunch system and is billed directly to Abdo from LeaseCrunch on an annual basis. Abdo will bill you the same amount charged from LeaseCrunch based on the number of leases/SBITA's in your account. Abdo plans to utilize this software as part of our procedures and Abdo can either enter information into the system for you to review or we can give you access to the system to input your own data for which we will review and ensure it is correct. We will discuss this with you as part of our planning procedures.

In an effort to reduce environmental impact, you will receive printable, downloadable PDFs of your report. To receive one (1) paper report, you will be charged \$150 for a set-up fee. Additional paper copies will be charged at the rate of \$50 per report.



You may also be billed for travel and other out-of-pocket costs such as report production, typing, postage, etc. if not included in the fee listed above. The fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Amounts not paid within 30 days from the invoice date will be subject to a late payment charge of .66 percent per month (8 percent per year). If for any reason the account is turned over to collections, additional fees will be added to cover collections cost. In accordance with our Firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Except in the event of your failure to make a payment when due, in the event of a dispute related in any way to our services, our Firm and you agree to discuss the dispute and, if necessary, to promptly mediate in a good faith effort to resolve. We will agree on a mediator, but if we cannot, either of us may apply to a court having personal jurisdiction over the parties for appointment of a mediator. We will share the mediator's fees and expenses equally, but otherwise will bear our own attorneys' fees and mediation cost. Participation in such mediation shall be a condition to either of us initiating litigation. In order to allow time for the mediation, any applicable statute of limitations shall be tolled for a period not to exceed 120 days from the date either of us first requests in writing to mediate the dispute. The mediation shall be confidential in all respects, as allowed or required by law, except our final settlement positions at mediation shall be admissible in litigation solely to determine the prevailing party's identify for purposes of the award of attorneys' fees. In the event you fail to make a payment for services or to reimburse for costs advanced by the Firm on your behalf, the Firm reserves the right to take all legally permissible action, including commencement of litigation in lieu of mediation, and shall have the right to collect its costs, including reasonable attorney's fees, incurred in any such collection or litigation activities.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

We will utilize a portal which is a collaborative, virtual workspace in a protected, online environment. The portal permits real-time collaboration across geographic boundaries and time zones and allows us and you to share data, engagement information, knowledge, and deliverables in a protected environment. In order to use the portal, you may be required by the provider of the portal to execute a client portal agreement and agree to be bound by the terms, conditions, and limitations of such agreement. You agree that we have no responsibility for the activities of the portal and agree to indemnify and hold us harmless with respect to any and all claims arising from your misuse of the portal.

We are not a host for any of your information. You are responsible for maintaining your own copy of this information. We do not provide back-up services for any of your data or records, including information we provide to you. Portals are utilized solely as a method of transferring data and are not intended for the storage of your information. Information on a portal may be deleted by us.

If you decide to transmit your confidential information to us in a manner other than a secure portal, you accept responsibility for any and all unauthorized access to your confidential information. If you request that we transmit confidential information to you in a manner other than a secure portal, you agree that we are not responsible for any liability, including but not limited to, (a) any loss or damage of any nature, whether direct or indirect, that may arise as a result of our sending confidential information in a manner other than a secure portal, and (b) any damages arising as a result of any virus being passed on or with, or arising from any alteration of, any email message.

State, federal and foreign regulators may request access to or copies of certain workpapers pursuant to applicable legal or regulatory requirements. Requests also may arise with respect to peer review, an ethics investigation, the sale of your organization, or the sale of our accounting practice. If requested, access to such workpapers will be provided under the supervision of firm personnel. Regulators may request copies of selected workpapers to distribute the copies or information contained therein to others, including other governmental agencies.



If we receive a request for copies of selected workpapers, provided that we are not prohibited from doing so by applicable laws or regulations, we agree to inform you of such request as soon as practicable. You may, within the time permitted for our firm to respond to any request, initiate such legal action as you deem appropriate, at your sole expense, to attempt to limit the disclosure of information. If you take no action within the time permitted for us to respond, or if your action does not result in a judicial order protecting us from supplying requested information, we may construe your inaction or failure as consent to comply with the request.

We have the right to withdraw from this engagement, at our discretion, if you do not provide us with any information we request in a timely manner; refuse to cooperate with our reasonable requests or misrepresent any facts; we have reason to believe you may have engaged, or may be planning to engage, in conduct that is unethical and/or unlawful; you engage in conduct directed toward or affecting firm personnel that is disrespectful, inappropriate, and/or potentially unlawful; or we determine that continuing the engagement is not in the best interests of the firm or threatens legal or reputational harm to the firm. In the event of withdrawal under any of these circumstances, such withdrawal will release us from any obligation to complete your report and will constitute completion of our engagement.

Reporting

We will issue a written report upon completion of our audit of the City's financial statements. Our report will be addressed to the Management, Honorable Mayor and City Council of the City. We cannot provide assurance that an unmodified opinion will be rendered. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement. You agree to include our audit report in any document containing financial statements that indicate that such financial statements have been audited by us and, prior to inclusion of our audit report, to ask our permission to do so.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by Government Auditing Standards. The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the City's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that the City is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in Government Auditing Standards may not satisfy the relevant legal, regulatory, or contractual requirements.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2023 Peer Review Report accompanies this letter.

We appreciate the opportunity to be of service to the City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please electronically sign this letter.

Sincerely,



Abdo



REPORT ON THE FIRM'S SYSTEM OF QUALITY CONTROL

November 6, 2023

To the Partners of
Abdo, LLP
and the Peer Review Committee of the Minnesota Society
of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Abdo, LLP (the firm) in effect for the year ended May 31, 2023. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act; audits of employee benefit plans, and an audit performed under FDICIA.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Abdo, LLP in effect for the year ended May 31, 2023, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Abdo, LLP has received a peer review rating of *pass*.



Brady Martz and Associates, P.C.
Grand Forks, North Dakota



RESPONSE:

This letter correctly sets forth the understanding of the City of Rogers.

Signature and Title: _____





STAFF REPORT

ROGERS CITY COUNCIL

Meeting Date: January 14, 2025

Agenda Item: 5.9

Subject: Authorization to Advertise for the Position of Fire Inspector/Educator Position

Prepared By: Patrick Farrens, Fire Chief

Recommended Council Action

Approve the posting and recruitment of the new Fire Inspector/Educator position.

Overview / Background / Analysis

During the 2025 budget process, Chief Farrens highlighted the need for a Fire Inspector/Educator position to assist with fire prevention-related activities, including annual inspections, school and business education, hazmat inspections, plan review, and backfilling for the Deputy Fire Marshal. This position will also be a daytime available responder for the fire department. Throughout the budget-making process, the Rogers City Council and Mayor approved the creation and budgeting of this position. The position description (attached) was approved at the December 10th, 2024, regular Council meeting. Due to staffing changes within the department and the need to order equipment (budgeted) to on-board this individual, we are seeking to begin the hiring process with a hopeful start day in mid-April or early May.

Staff Recommendation

Staff recommends approval to begin the hiring process for the Fire Inspector/Educator position.

Financial Impact: \$156,191

Source Fund: 100-420-2210-41010-0000

Budgeted? Yes

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: January 14, 2025

ROGERS CITY COUNCIL

Agenda Item: 5.10

Subject: Approve JPA for Non-Criminal Justice Agency Background Checks for Rogers Fire Department

Prepared By:

Recommended Council Action

Approve JPA for Non-Criminal Justice Agency Background Checks.

Overview / Background / Analysis

Mn Statute 299F.035 mandates and authorizes the Fire Chief of a fire department to conduct background checks on staff applying for positions for the fire department. Since Chief Farrens arrived, we are now conducting the minimum required Minnesota Criminal history check, a national criminal history record check, and a predatory offender search. The Rogers Fire Department Handbook describes the methods of data retention and destruction as required and was approved by the Rogers City Council on 12.10.2024. During the 2024 MN BCA audit, the Rogers Fire Department passed, minus the need for a signed and updated JPA. At the time, the JPA was not available. MN BCA has now completed the creation of the JPA, and we need to sign and complete the JPA to ensure our compliance with this program and fully pass our BCA audit.

All entities and organizations that access state and federal criminal history record information through the Minnesota Bureau of Criminal Apprehension must have an executed non-criminal justice agency Joint Powers Agreement (NCJA JPA) with the BCA. The attached agreement details various state and federal law requirements for access, transfer, usage, safeguarding, and destruction of criminal history data. This contract will bind both parties and is required for your agency to obtain and use criminal history record information.

Staff Recommendation

Approve JPA for Non-Criminal Justice Agency Background Checks.

Financial Impact: N/A

Source Fund: N/A

Budgeted? N/A

Supporting Documentation

- A. Rogers Fire Dept_NCJA Background Check_JPA
- B. RFD Handbook 2025



Joint Powers Agreement

State of Minnesota

Federal Background Checks

ORI – NCJMN0099
SWIFT Contract # 260983

This Agreement is between the State of Minnesota, acting through its commissioner of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA"), and the City of Rogers on behalf of its Fire Department ("Governmental Unit").

Recitals

- 1 Under Minnesota Statutes § 471.59, the BCA and Governmental Unit are empowered to engage in such agreements as are necessary to exercise their powers.
- 2 The BCA is the State Identification Bureau for the State of Minnesota and is responsible for fingerprint identification services including submission of civil, fingerprint-based background checks to the Federal Bureau of Investigation ("FBI") subsequent to conducting Minnesota records checks.
- 3 The Governmental Unit has a state statute, Minnesota Statutes, § 299F.035, that has been approved by the United States Attorney General as compliant with Public Law 92-544.
- 4 The Governmental Unit wants to access federal data in support of its duties to conduct background checks as provided by law.
- 5 The purpose of this Joint Powers Agreement is to memorialize the requirements for Governmental Unit to obtain access and the limitations that apply to the information that Governmental Unit obtains.

Agreement

- 1 **Term of Agreement**
 - 1.1 **Effective Date.** This Agreement is effective on the date the BCA obtains all required signatures under Minnesota Statutes § 16C.05, subdivision 2.
 - 1.2 **Expiration Date.** This Agreement expires five years from the date it is effective.
- 2 **Agreement Between the Parties**
 - 2.1 **Request Submission.** Governmental Unit agrees that it will collect fingerprints from those individuals for whom a Minnesota and federal fingerprint-based background check will be conducted. Governmental Unit will forward the fingerprints and other documentation to the BCA. The fingerprints will be captured so they meet the requirements of National Institute of Standards and Technology Special Publication 500-290. The Governmental Unit will ensure that all fields required on the fingerprint card are completed.

Fingerprints received by Governmental Unit will be forwarded to the BCA using a secure method.
 - 2.2 **Request Processing.** On receipt of fingerprints that conform to the requirements of Clause 2.1, the BCA will conduct a check of the Minnesota criminal history repository

for any records that match the fingerprints submitted. Any results of a fingerprint match in Minnesota will be returned to the Governmental Unit with the federal results.

The BCA will also forward the fingerprints to the FBI for processing. The BCA will receive the response from the FBI, redact any data the Governmental Unit is not entitled to receive and forward the results to the Governmental Unit.

- 2.3 Policies.** The FBI and BCA have laws and policies on access, use, audit, dissemination, screening (pre-employment), security, training, and use of the criminal history results. These FBI and BCA policies, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://bcanextest.x.state.mn.us//noncrim/launchpad/index.pl>. Governmental Unit has created its own policies to ensure that Governmental Unit's employees and contractors comply with all applicable requirements. Governmental Unit ensures this compliance through appropriate enforcement.
- 2.4 Limitations on Access.** BCA agrees that it will comply with applicable state and federal laws when making information accessible. Governmental Unit agrees that it will comply with applicable state and federal laws when accessing, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.
- 2.5 Requirement to Update Information.** The parties agree that if there is a change to any of the information, whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change.
- 2.6 Compliance with Personnel Security Requirements.** Per Minnesota Statutes § 299C.46, employees of a Governmental Unit who review results of background checks will be required to take security awareness training and pass a federal, fingerprint-based background check. Any information technology staff who support the work of Governmental Unit and who have physical or logical access to criminal history information will also be required to take security awareness training and pass a federal, fingerprint-based background check and may need to sign a security addendum certification. All required training by Governmental Unit employees will be completed prior to reviewing or handling background checks.

3 Payment

Governmental Unit will pay the BCA for all services performed under this Agreement. For each background check that is processed by BCA, Governmental Unit will pay the fee identified at <https://dps.mn.gov/divisions/bca/Documents/Background-check-fees.pdf>. There is an additional \$10.00 fee if the fingerprints are taken at BCA.

4 Authorized Representatives

BCA's Authorized Representative is the person below, or her successor:

Name: Diane Bartell, Deputy Superintendent
Address: Dept. of Public Safety; Bureau of Criminal Apprehension
1430 Maryland Avenue East
Saint Paul, MN 55106
Telephone: 651.793.2590
Email Address: Diane.Bartell@state.mn.us

Governmental Unit's Authorized Representative is the person below, or his/her successor:

Name: Patrick Farrens, Fire Chief
Address: 21201 Memorial Dr
Rogers Falls, MN 55374
Telephone: 763.428.3500
Email Address: pfarrens@rogersmn.gov

5 Assignment, Amendments, Waiver, and Agreement Complete

- 5.1 Assignment.** Neither party may assign nor transfer any rights or obligations under this Agreement.
- 5.2 Amendments.** Any amendment to this Agreement, except that described in Clause 2.5 above, must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, or their successors in office.
- 5.3 Waiver.** If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.
- 5.4 Agreement Complete.** This Agreement contains all negotiations and agreements between the BCA and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

The BCA and the Governmental Unit agree each party will be responsible for its own acts and behavior and the results thereof to the extent authorized by law and shall not be responsible or liable for the acts of any others and the results thereof. The BCA's liability shall be governed by provisions of the Minnesota Torts Claims Act, Minnesota Statutes § 3.736, and other applicable law. The Governmental Unit's liability shall be governed by the Minnesota Municipal Tort Claims Act, Minnesota Statutes Chapter 466, and other applicable law.

7 Audits

- 7.1** Under Minnesota Statutes § 16C.05, subdivision 5, the Governmental Unit's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, State Auditor, or Legislative Auditor, as appropriate, for a minimum of six (6) years from the end of this Agreement. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.
- 7.2** Under applicable state and federal law and policy, the Governmental Unit's records are subject to examination by the BCA and the FBI to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.

8 Government Data Practices

- 8.1 BCA and Governmental Unit.** The BCA and Governmental Unit must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The remedies of Minnesota Statutes §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the BCA or the Governmental Unit.

9 Investigation of Alleged Violations; Sanctions

For purposes of this clause, "Individual User" means an employee or contractor of

Governmental Unit.

9.1 Investigation. Governmental Unit and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal law, state law, and policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Governmental Unit of the suspected violation, subject to any restrictions in applicable law. When Governmental Unit becomes aware that a violation has occurred, Governmental Unit will inform BCA subject to any restrictions in applicable law.

9.2 Sanctions.

9.2.1 Under this Agreement, Governmental Unit must determine if and when an involved Individual User is disciplined due to inappropriate use of data. Governmental Unit may decide to suspend or terminate access and the decision must be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Governmental Unit must report the status of the Individual User's access to BCA without delay. BCA reserves the right to temporarily suspend or eliminate an Individual User's access to data and will notify Governmental Unit if an Individual User is affected.

9.2.2 If the BCA determines the Governmental Unit has jeopardized the integrity of the information, BCA may temporarily stop providing some or all the information under this Agreement until the failure is remedied to the BCA's satisfaction. If Governmental Unit's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

10 Venue

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination

11.1 Termination. The BCA or the Governmental Unit may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

11.2 Termination for Insufficient Funding. Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Governmental Unit is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within 30 days of the affected party receiving that notice.

12 E-Verify Certification (In accordance with Minnesota Statutes § 16C.075)

For services valued in excess of \$50,000, Governmental Unit certifies that as of the date of services performed by the BCA, Governmental Unit and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify Program for all newly hired employees in the United States who will perform work on behalf of the

Governmental Unit. Governmental Unit is responsible for collecting all subcontractor certifications and may do so utilizing the *E-Verify Subcontractor Certification Form* available at <http://www.mmd.admin.state.mn.us/doc/VerifySubCertForm.doc>. All subcontractor certifications must be kept on file with Governmental Unit and made available to the BCA upon request.

13 Continuing Obligations

The following clauses survive the expiration or cancellation of this Agreement: 6. Liability; 7. Audits; 8. Government Data Practices; 9. Investigation of Alleged Violations; Sanctions; and 10. Venue.

BCA and the Governmental Unit indicate their agreement and authority to execute this Agreement by signing below.

GOVERNMENTAL UNIT

Governmental Unit certifies that the appropriate person(s) has(have) executed this Agreement on behalf of the Governmental Unit and its jurisdictional government entity as required by applicable articles, laws, by-laws, resolutions, or ordinances.

By and Title: _____
Governmental Unit

Date

By and Title: _____
Governmental Unit

Date

By and Title: _____
Governmental Unit

Date

By and Title: _____
Governmental Unit

Date

By and Title: _____
Governmental Unit

Date

DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

By and Title: _____
(with delegated authority)

Date

COMMISSIONER OF ADMINISTRATION

As delegated to the Office of State Procurement

By: _____

Date



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

Contents

1.0	Purpose	4
1.1	Emergency Revisions.....	4
1.2	Receipt of policies	4
1.3	City Employee Policies	5
2.0	Mission, Vision, Values and Code of Ethics.....	6
2.1	Mission Statement	6
2.2	Vision Statement.....	6
2.3	Core Values	6
2.4	Firefighter Code of Ethics.....	6
3.0	Disciplinary Proceedings and Policy Violation	9
3.1	Cause for discipline	9
3.2	Progressive Discipline	9
3.3	Programs for improving job performance	10
3.4	Criminal Offenses Policy.....	10
3.4	Investigative Process and Report.....	11
3.5	Appeal Process.....	12
3.6	Termination Process	13
4.0	Membership.....	14
4.1	City of Rogers Personnel Policy.....	14
4.2	Membership Capacity	14
4.3	Membership Application.....	14
4.4	On-going Membership	14
4.5	Resignation.....	15
5.0	Compensation.....	15
5.1	Pay Schedule	15
5.2	Stipend Schedule.....	15
5.3	Hours Worked	15
5.4	Payroll	15
6.0	Attendance Requirements Calls.....	16
6.1	Minimum Call Percentage.....	16
6.2	Unavailable due to department activity	16
6.3	Call Response Attendance Recording	16

6.4 Low Attendance Definition for Response to Calls.....	16
6.5 Training Requirements.....	17
6.6 Training Schedule.....	17
6.7 Mandatory and Mandated Training.....	17
6.8 Outside Fire Training Attendance	18
6.9 Members of Multiple Departments.....	18
6.10 Low Training Attendance Definition	18
6.11 Public Education/Relations Events.....	19
7.0 Leave	20
7.1 Vacation	20
7.2 Earned Sick and Safe Time	20
7.3 Funeral Leave	20
7.4 Jury Duty	20
7.5 Military Leave.....	20
7.7 Medical Leave – Due to Department-Related Activity	21
7.8 Leave: Medical Non-Departmental Activity and Personal.....	22
7.9 Administrative Leave.....	23
7.10 Return to Service.....	24
8.0 Administrative Policies.....	26
8.1 Criminal History Record Information.....	26
Access to CHRI.....	26
Storage of CHRI	26
Retention of CHRI.....	26
CHRI Training.....	27
Adverse Decisions Based on CHRI.....	27
Point of Contact and Authorized Recipient Security Officer.....	27
Media Protection	28
Media Storage and Access	28
Physical CHRI media:.....	28
Disposal of Physical Media.....	28
Incident and Disciplinary Response	29
8.2 Driver's License Requirement	29
8.3 Apparatus Usage and Driving Policy	30

General Rules	30
On-Duty Traffic Violation	31
Backing of Emergency Vehicles.....	31
Accidents	31
Off-Duty Driving	32
RFD Duty-Vehicle(s)	32
8.4 Physical Ability Test.....	32
8.5 Building Usage.....	34
8.6 Fire Station Exercise Equipment	34
8.7 Tobacco	35
8.8 Social Media and Digital Images	35
Ownership of Work-Related Images.....	35
Permission to Take Work-Related Images	35
Reasons for Taking Work-Related Images	35
Control and Dissemination of Work-Related Images.....	36
Professionalism and Public Confidence	36
Definition	36
Reporting Violations.....	36
Policy Violations	37
8.9 Solicitation/Receipt of Donations	37
8.10 Death/Funeral.....	37
8.11 Employment Eligibility	37
8.12 Employee Safety Concerns and Violations.....	38
8.13 Drug and Alcohol Use.....	38
Appendix A.....	41
Appendix B: Revision/Review Dates	43

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.

DRAFT

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.

DRAFT

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.

DRAFT

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.

DRAFT

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

ROGERS CITY COUNCIL

Meeting Date: January 14, 2025

Agenda Item: 5.11

Subject: Approval of Items Related to the Finance Department

- Accounting Clerk - Payroll Job Description and Authorize Posting
- Updated Finance Department Job Descriptions

Prepared By: Bridget Bruska, Finance Director

Recommended Council Action

The following items related to the Finance Department are being recommended for approval:

- Motion to Approve the Accounting Clerk – Payroll Job Description and Authorize Posting of the Position
- Motion to Approve the Updated Job Descriptions for the Finance Director, the Assistant Finance Director, the Accountant, the Accounting Clerk – Finance/Administration, and the Accounting Clerk – Utility Billing

Overview / Background / Analysis

Accounting Clerk - Payroll

The 2025 budget includes the hiring of an Accounting Clerk – Payroll position. Currently, the payroll function in the City of Rogers is managed by the Human Resources (HR) Director/Assistant City Clerk and payroll duties are shared between the HR Director/Assistant City Administrator and the Accountant. The HR Director oversees payroll calculations and stipends, while the Accountant manages timecards and posts payroll information into the financial software. This arrangement has worked well to date; however, with the City's continued growth and increasing complexity in payroll regulations, the volume of work has expanded significantly.

As a best practice, payroll duties should be separated from HR functions to enhance internal controls and to ensure proper checks and balances. The addition of the Accounting Clerk - Payroll position, as outlined in the 2025 budget, would place payroll in the Finance Department, allowing the duties to be properly segregated thereby reducing the potential for errors and strengthening the overall process.

This new role will also provide support in the utility billing function, which has seen equally significantly increased demands. Lastly, with the reduction in the Accountant's payroll duties, the Accountant will focus more on the daily accounting needs of the City. In turn, this allows the Finance Director and Assistant Finance Director more capacity

to focus on the more complex financial needs of the City such as strategic planning.

The cost of this position is budgeted at \$109,329, split between the General Fund (\$76,529) and Enterprise Funds (\$32,800).

Approval of Updated Finance Department Job Descriptions

Several job descriptions within the Finance Department, including those for the Finance Director, Assistant Finance Director, Accountant, Accounting Clerk - Finance/Admin, and Accounting Clerk - Utility Billing, have not been updated for several years. The City's growth has led to evolving responsibilities within the department, and the updated job descriptions attached to this memo better reflect the current scope of work and changes resulting from the addition of the new Accounting Clerk – Payroll position. These changes ensure that staff duties are properly aligned, particularly with the increased focus on complex financial management, such as cash flow, debt management, and capital investments.

Importantly, the updates to these job descriptions do not impact the grade levels of the positions, resulting in a financially neutral adjustment that more accurately reflects the department's activities and responsibilities.

Staff Recommendation

- Motion to Approve the Accounting Clerk – Payroll Job Description and Authorize Posting of the Position
- Motion to Approve the Updated Job Descriptions for the Finance Director, the Assistant Finance Director, the Accountant, the Accounting Clerk – Finance/Administration, and the Accounting Clerk – Utility Billing

Financial Impact: Estimated \$109,329

Source Fund: General (70%), Water (10%), Sewer (10%), Storm Sewer (5%), and Liquor (5%)

Budgeted? Yes

Supporting Documentation

- A. Job Description: Accounting Clerk - Payroll
- B. Budget Presentation: Accounting Clerk - Payroll
- C. Job Description: Finance Director
- D. Job Description: Assistant Finance Director
- E. Job Description: Accountant
- F. Job Description: Accounting Clerk - Admin and Finance
- G. Job Description: Accounting Clerk - Utility Billing

CITY OF ROGERS**Job Description**

Title: Accounting Clerk 1 – Payroll	FLSA Status: Non-exempt
Department: Finance	Position Status: Full-time
Accountable To: Assistant Finance Director	Salary Grade: 8
Supervision of Others: None	Revision Date: January 2024

POSITION SUMMARY

The Accounting Clerk - Payroll primarily manages the City's payroll processing, ensuring accuracy, compliance with regulations, and timely payment to employees. Additional responsibilities include providing customer support for utility billing, preparing deposits, and offering administrative backup for City Hall functions. This role ensures seamless payroll operations while supporting various finance and customer service tasks as needed.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions. Essential functions listed below are intended as illustrations of 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.

Payroll

- Review employee timesheets to ensure time is recorded accurately and follows City policies and union contracts.
- Collaborates with Human Resources regarding personnel matters, incoming and outgoing staff, and other information required for payroll processing.
- Ensures accuracy in employee setups in onboarding, payroll, and timesheet systems.
- Processes bi-weekly payroll for full-time, part-time, and seasonal staff; understands payroll laws and regulations to ensure employees are paid accurately and on-time.
- Calculates, withholds, and remits payroll taxes and other payroll deductions. Ensures accurate preparation of quarterly payroll tax returns (941s) and annual wages and tax statements (W-2s).
- Acts as contact with payroll vendors and employees: answering questions, making changes and resolving errors related to pay, payroll deductions, leave accrual and final pay checks.
- Maintains confidentiality regarding payroll deductions, employee insurance elections, changes in employee status, and garnishments.
- Reconciles payroll liability accounts monthly and prepares claims for payroll benefits and deductions.

Other Duties:

- Serves as backup support to the City Hall Administrative Assistant (front desk) by performing duties such as, but not limited to, assisting customers, answering telephones, and issuing permits.
- Provide customer support to utility customers, assisting with inquiries and resolving issues related to utility billing.
- Prepares remote and physical cash deposits.
- Assist in preparing year-end audit work papers and participate, as needed, in the City's

- annual audit process.
- Backup and cross-train within the Finance Department.
- Performs other duties consistent with the responsibilities of the position as apparent or assigned.

COMMON PERFORMANCE STANDARDS

Communications

- Must have the ability to actively listen to others for understanding of their needs and situations.
- Must be able to speak and write English clearly.
- Must be able to read and understand correspondence, memoranda, and directives.
- Must have effective written and verbal communication skills.

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.
- Must have a positive attitude.

Professional Attitude

- Must have commitment to the organization, willingness to take initiative, dependability, maturity in relationships with others, and self-confidence.
- Must represent the organization to other agencies staff and citizens with a courteous, helpful, accurate and business-like attitude in all telephone and personal contact.

Quality of Work

- Must be able to produce quality, accurate work.
- Must be able to detect and correct errors.
- Must be able to utilize work time properly and productively.
- Must have the ability to maintain records in an accurate and accessible manner.

Technical Knowledge

- Must have knowledge of payroll practices and procedures.
- Must have knowledge of business office (accounting & finance) functions.
- Must have working knowledge of computers and computer software applications.
- Must have working knowledge of office equipment.
- Must have the ability to perform arithmetic computations accurately and quickly.
- Must have the ability to establish successful working relationships.
- Must have the ability to prepare, create formulas, analyze and reconcile Excel spreadsheets.

WORK ENVIRONMENT

Work is generally performed in an office environment with standard office equipment and furnishings available. Occasionally, may be required to attend off-site trainings.

PHYSICAL REQUIREMENTS

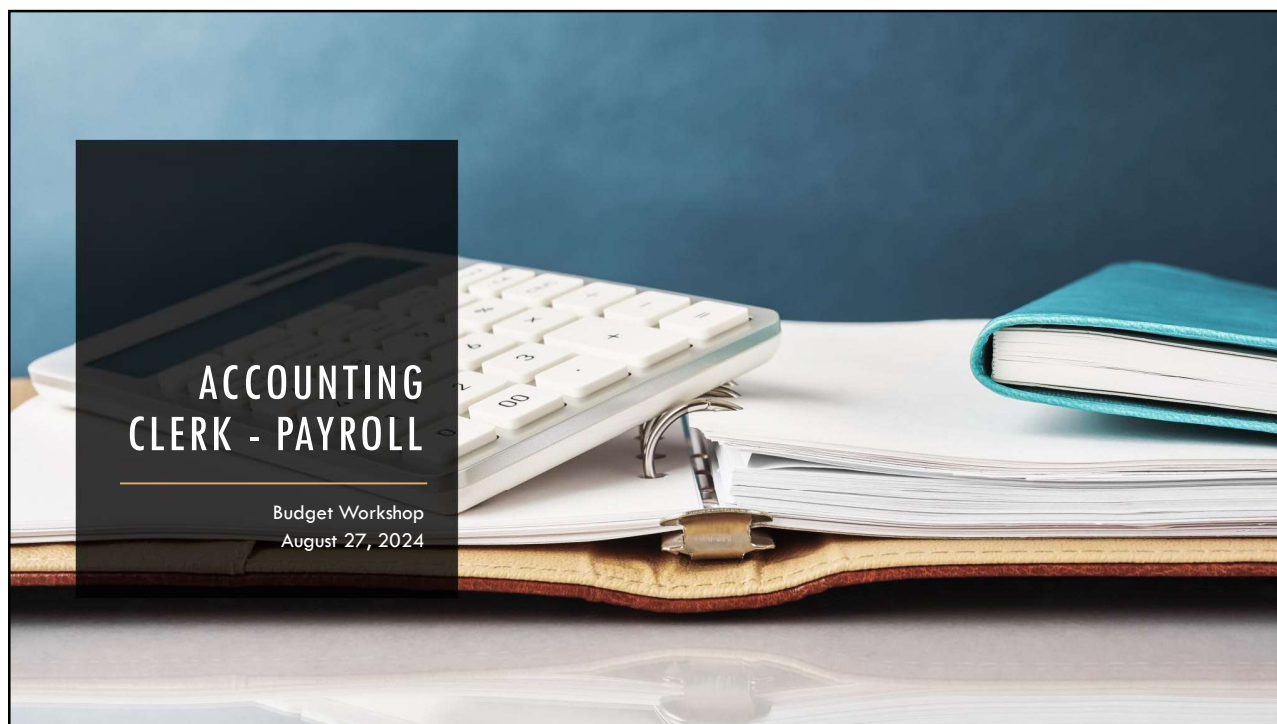
- Must have the ability to read and discern visual images on a variety of media.
- Must have the ability to operate a personal computer and applicable software (word processing, spreadsheet, accounting), 10-key adding machine or calculator, fax, copier, and telephone.
- Must be able to sit for long periods of time.
- May, occasionally, have to lift 25 pounds or more.

MINIMUM REQUIREMENTS

- Two-year accounting or finance-related degree required, or equivalent related experience.
- Two years of payroll experience in an automated environment and one year of experience in finance functions such as general ledger, accounts receivable, or accounts payable.
- Proficiency in Microsoft Word and Excel and working knowledge of Windows-based computer applications, and database applications.

PREFERRED QUALIFICATIONS

- Payroll certifications such as Fundamental Payroll Certification (FPC) or Certified Payroll Professional (CPP).
- Previous municipal employee experience, specifically, in government accounting.



1

PAYROLL

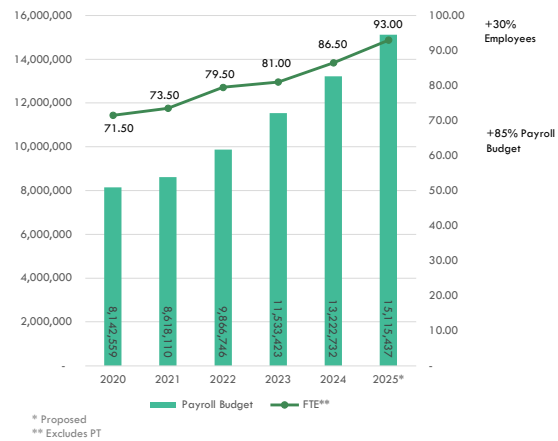
- The Human Resources (HR) Director oversees and approves payroll.
 - Typical in smaller cities with limited staff.
- A combination of the HR Director and Accountant completes payroll:
 - The Accountant (40%) manages timecards and posts payroll information in the financial software.
 - The HR Director (20%) manages payroll calculations, including stipends and quarterly paid-on-call fire payroll.
 - Both the Accountant and HR Director provide employee payroll-related support, issue payroll-related payments, and perform other payroll-related tasks.

```
graph TD; A[ ] --- B[ ]; A --- C[ ]; A --- D[ ]
```

2

PAYROLL - CHALLENGES

- Payroll and HR duties have increased in volume and complexity.
 - Regulatory changes: labor laws, MN Wage Theft, ESST, Paid FMLA
 - Expansion of benefits
 - Accounting standards
 - Reporting
 - Employee well-being and engagement
 - Staffing levels – FT and PT
- The HR Director must be available to complete the payroll process.
- The Accountant or Finance Department has limited capacity to allocate additional time to payroll tasks.
- Internal controls could be stronger if the functions were kept separate.



3

HUMAN RESOURCES (HR) + PAYROLL

While an organization's HR and payroll functions significantly overlap, separating them is a best practice in many organizations due to each department's distinct roles and the need to maintain checks and balances within financial and personnel management.

Benefits Include:

Duties can be segregated for better internal controls and fraud prevention.

Accuracy and accountability. Each function specializes in its respective area, which leads to higher accuracy and efficiency. Separate departments are also more likely to catch and correct errors.

In 2024, budgeted payroll expenditures account for 67.5 percent of the General Fund budgeted expenditures.

4

HUMAN RESOURCES (HR) + PAYROLL

Description	HR	Payroll
Employee Data Management	Maintain accurate employee records: personal information, job titles, salary details, tax information, and employment status.	Relies on information provided by HR to calculate and disburse paychecks correctly.
Onboarding and Offboarding	Manages these processes.	Based on information provided by HR, starts the employee's salary and benefits, as well as processing final pay checks.
Time and Attendance Tracking	Oversees time and attendance system.	Takes data from the system to calculate wages and deductions.
Benefits Administration	Manage benefits, including enrolling employees, updating benefit status, and handling open enrollment.	Deduct appropriate amounts for benefits from employee's paychecks.

5

HUMAN RESOURCES (HR) + PAYROLL

Description	HR	Payroll
Compliance and Reporting	Compliance with labor laws, employment regulations, and company policies.	Compliance with tax and withholding regulations.
Compensation Management	Develop and manage compensation strategies.	Implements HR's compensation decisions.
Employee Support	Addresses questions about pay, benefits, or employment status.	Addresses specific issues related to paycheck discrepancies.
Policy Implementation and Changes	Develops and updates company policies related to compensation, benefits, and workplace practices.	Ensures that these policies are implemented correctly and that any changes in HR policies are reflected in the payroll process.

6

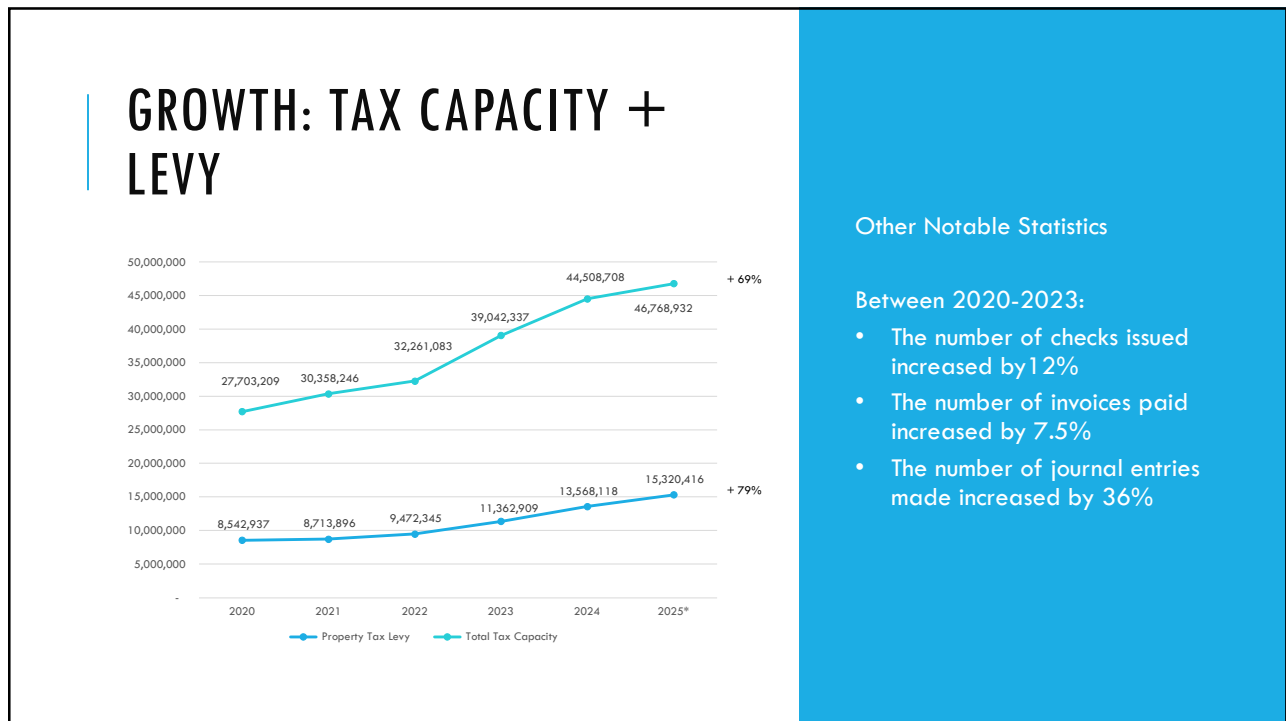
GROWTH + FINANCE

The Finance Department is at the center of the City's operations because nearly every activity within the City has a financial impact.

The City's growth significantly impacts the Finance Department in several ways:

1. Increased Workload
2. Complex Financial Management
 - ✓ Cash Flow
 - ✓ Debt Management
 - ✓ Capital Investments – Infrastructure, Facilities, Technology
3. Regulatory Compliance
4. Strategic Financial Planning
5. Risk Management
6. Communication and Reporting

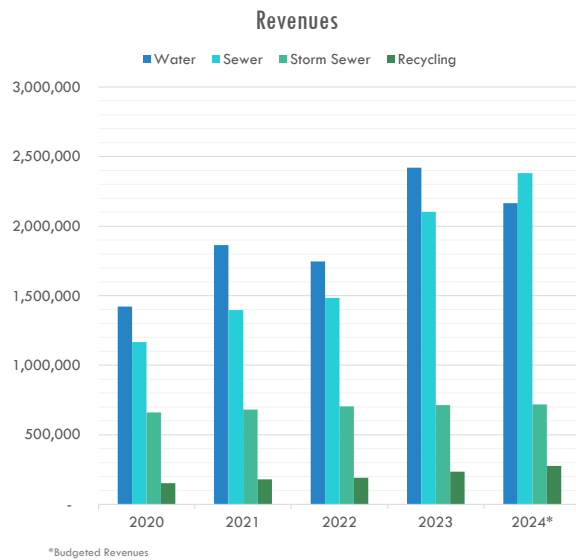
7



8

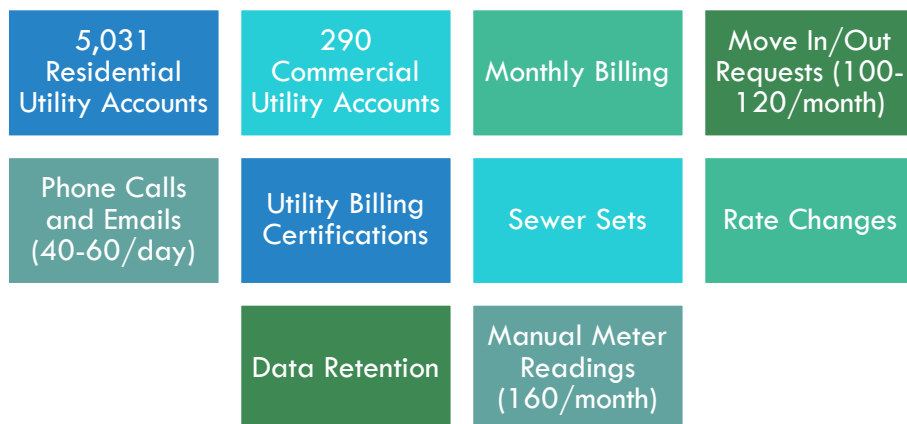
UTILITY BILLING

Year	Residential Accounts	New Accounts
2020	4,182	
2021	4,311	+129
2022	4,576	+265
2023	4,776	+200
2024 (8/22)	5,031	+255
Total	+20%	+849



9

ACCOUNTING CLERK – UTILITY BILLING



10

SUPPORTING GROWTH: NEED FOR ADDITIONAL FINANCE STAFF

Finance has made significant improvements in processes and efficiency, which has delayed the need for additional staff. However, the department is now struggling to meet the growing demands.

Main non-payroll areas needing help:

- ❖ Complex Accounting Work
- ❖ Utility Billing

11



RECOMMENDATION

- Move payroll to Finance and hire Accounting Clerk - Payroll
 - Approximately 60% of time dedicated to payroll.
 - Would be an additional administrative assistant backup and assist with other accounting clerk tasks.
 - The Accountant's expertise is essential for higher-level accounting tasks
- The HR Director/Assistant City Administrator would be able to focus on the expanding HR needs.
- Accounting Clerk has been in the FMP
- Total Cost = \$112,329
 - Wages + Benefits: \$109,329
 - General Fund \$76,529
 - Enterprise Funds \$32,800
 - Start-up Costs: \$3,000

12

CITY OF ROGERS**Job Description**

Title: Finance Director	FLSA Status: Exempt
Department: Finance	Position Status: Regular Full-Time
Accountable To: City Administrator	Salary Grade: Level 17
Supervision of Others: Finance Department Staff	Revision Date: January 2025

POSITION SUMMARY

The Finance Director is responsible for overseeing and managing the City's financial operations, including budgeting, financial reporting, debt and cash management, and investment of City funds. This position develops, implements, and evaluates financial policies and procedures to ensure sound fiscal management and compliance with regulations. As a department head, the Finance Director supervises Finance Department staff, coordinates the annual budget and audit preparation, and provides financial information and analysis to the City Administrator and City Council. The Finance Director reports directly to the City Administrator and has reporting responsibilities to the City Council on finance-related matters.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. Essential functions listed below are intended as illustrations of 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.

- Serves as a member of the City's management team, providing leadership and strategic direction to the City with other department heads.
- Prepares financial reports and performs special research projects concerning City finances.
- Respond to requests from other City departments for information, analysis, and assistance, providing advice and guidance as requested.
- Prepares and evaluates City policies and practices related to financial management and strategies; makes recommendations and presentations to the City Administrator and City Council.
- Manages, plans, assigns, and reviews the work of the finance staff, including accounts payable/receivable, utility billing/payment, payroll, auditing, and other related fiscal functions. Monitors the collection/disbursement of City funds through subordinates.
- Consults with financial consultants, banks, and government agencies to determine financing methods for project and operational funding. Coordinates the bond issuance process including preparing for credit rating process.
- Manages, directs, and performs financial accounting for the City, such as supervising the financial accounting process, accounting standard implementation, grant compliance, and insuring proper recording of financial items.
- Coordinates the special assessment process with other departments and certification to the County Auditor.
- Responsible for the preparation and presentation of the annual budget to include supporting documentation; stays current on mandates and changes in accounting practices; monitors department and division budgets for compliance with the adopted

- budget; implements City Council actions regarding the budget.
- Responsible for the coordination and development of the five-year Financial Management Plan.
- Performs financial analysis and directs the cash management and investment of municipal funds in accordance with MN Statutes to ensure the safety of principal, liquidity needs for operations, and to maximize returns on investments.
- Directs staff and coordinates the annual audit; implements recommendations as set forth in the auditor's report.
- Responsible for filing required financial reports and documents with State of Minnesota and all other government entities.
- Supervises and evaluates personnel within the Finance Department. Participates in employment recommendations, performance evaluations, and discipline.
- Attend City Council meetings as requested by the City Administrator or City Council.
- Performs other duties consistent with the responsibilities of the position as apparent or assigned.

COMMON PERFORMANCE STANDARDS

Communications

- Must have the ability to actively listen to others for understanding of their needs and situations.
- Must have the ability to speak and write English clearly.
- Must be able to assertively control conversations in order to quickly and accurately gather pertinent information and be able to communicate this information professionally and precisely to the proper recipient.
- Must be able to read and understand correspondence, memoranda, and directives.

Decision Making

- Must act in a decisive manner using good judgment.
- Must be able to assess problems and situations and be able to anticipate needs and evaluate alternatives.
- Must be able to effectively interpret the policies and objectives of the department.

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.
- Must have a positive attitude.

Professional Attitude

- Must have commitment to the organization, willingness to take initiative, dependability, maturity in relationships with others, and self-confidence.
- Must represent the organization to other agencies and citizens with a courteous, helpful, accurate and business-like attitude in all telephone and personal contact.

Quality of Work

- Must be able to produce quality, accurate work.

- Must be able to detect and correct errors.
- Must be able to utilize work time properly and productively.
- Must have the ability to maintain records in an accurate and accessible manner.

Technical Knowledge

- Must have knowledge of City business and financial functions.
- Must have knowledge and ability to understand and discern legislative, local, state, and federal regulations.
- Must have considerable knowledge of governmental accounting principles and practices.
- Must have working knowledge of computers and electronic data processing equipment.
- Must have the ability to perform arithmetic computations accurately and quickly.
- Must be able to effectively communicate verbally and in writing.
- Must have the ability to establish successful working relationships.

WORK ENVIRONMENT

Work is generally performed in an office environment with standard office equipment and furnishings available. Occasionally, may be required to attend off-site trainings.

PHYSICAL REQUIREMENTS

- Must have the ability to read and discern visual images on a variety of media.
- Must have the ability to operate a personal computer and applicable software.
- Must be able to sit for long periods of time.
- May occasionally have to lift 25 pounds or more.

MINIMUM REQUIREMENTS

- Bachelor's degree in public financing, accounting, or a closely related field.
- Five to seven years of progressive, responsible financial accounting or public finance management, including supervisory responsibility.
- Public audit or consulting experience or experience with public finance experience of local governments.

PREFERRED QUALIFICATIONS

- Master's degree in public administration, finance, or business administration.
- Certified Public Accountant (CPA) or Public Finance Officer (CPFO) credentials.
- Familiarity with Tax Increment Financing and other Public Financing options.

CITY OF ROGERS**Job Description**

Title: Assistant Finance Director	FLSA Status: Exempt
Department: Finance	Position Status: Regular Full-Time
Accountable To: Finance Director	Salary Grade: Level 14
Supervision of Others: Accountant and Accounting Clerks	Revision Date: January 2024

POSITION SUMMARY

The Assistant Finance Director oversees the City's daily financial operations, including cash receipts, accounts receivable, accounts payable, payroll, and utility billing. This position supervises accounting support staff, ensures accurate financial reporting and reconciliations, manages fixed asset accounting, and assists with preparing the annual budget and Capital Improvement Plan. The Assistant Finance Director also takes an active role in the year-end audit process and provides backup for the Finance Director when needed.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. Essential functions listed below are intended as illustrations of 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.

- Oversees, manages, and reviews the City's daily financial operations, including—but not limited to—cash receipts, accounts receivable, accounts payable, payroll, and utility billing.
- Supervise and provide guidance to the accounting support staff, ensuring efficient workflow, adherence to procedures, and fostering a collaborative, high-performing team environment.
- Provide an active role in coordinating with finance department staff to research, review, and implement improvements and refinements to existing operational processes.
- Perform a variety of routine and complex clerical, accounting, finance, and administrative work.
- Maintain accurate and up-to-date financial information, verifying the accuracy of City accounting transactions and financial reports through analytical review and reconciliation.
- Provide accounting assistance and technical support to other departments within the City.
- Assist the Finance Director in managing the City's cash and investments portfolio according to statutes and policies, research and analyze investment possibilities, and monitor cash flows to ensure sufficient cash is available to make necessary payments.
- Assist in monitoring and evaluating internal controls to ensure compliance, accuracy, and efficiency in financial operations.
- Assist the Finance Director with the implementing new financial policies, processes, and procedures to ensure fiscal sustainability and compliance with state and federal regulations.
- Prepare and analyze financial reports, ensuring accuracy by reconciling with subsidiary records and identifying any discrepancies for resolution.
- Support the Finance Director and department heads with coordinating and preparing the

annual budget and Capital Improvement Plan, providing data analysis and projections for the City's Financial Management Plan.

- Assist internal and external customers with inquiries, complaints, and concerns, providing analysis and support to resolve issues efficiently and effectively.
- Manage the City's fixed asset accounting, including the tracking, recording, and financial reporting of capital assets.
- Support the Finance Director in managing the City's debt obligations and compliance with arbitrage requirements, while also ensuring the timely and accurate processing of bond payments.
- Take an active role in the coordination of the City's annual audit and preparation of required documentation.
- Stays current on all issued and proposed governmental accounting standards and regulations, to ensure their effective implementation into the City's financial records.
- Provide backup in the absence of finance support staff and act as the Finance Director in their absence.
- Performs other duties consistent with the responsibilities of the position as apparent or assigned.

COMMON PERFORMANCE STANDARDS

Communications

- Must have the ability to actively listen to others for understanding of their needs and situations.
- Must have the ability to speak and write English clearly.
- Must be able to assertively control conversations in order to quickly and accurately gather pertinent information and be able to communicate this information professionally and precisely to the proper recipient.
- Must be able to read and understand correspondence, memoranda, and directives.

Decision Making

- Must act in a decisive manner using good judgment.
- Must be able to assess problems and situations and be able to anticipate needs and evaluate alternatives.
- Must be able to effectively interpret the policies and objectives of the department.

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.
- Must have a positive attitude.

Professional Attitude

- Must have commitment to the City, willingness to take initiative, dependability, maturity in relationships with others, and self-confidence.
- Must represent the City to other agencies and citizens with a courteous, helpful, accurate and business-like attitude in all telephone and personal contact.

Quality of Work

- Must be able to produce quality, accurate work.
- Must be able to detect and correct errors.
- Must be able to utilize work time properly and productively.
- Must have the ability to maintain records in an accurate and accessible manner.

Technical Knowledge

- Must have knowledge of City business and financial functions.
- Must have knowledge and ability to understand and discern legislative, local, state, and federal regulations.
- Must have considerable knowledge of governmental accounting principles and practices.
- Must have working knowledge of computers and electronic data processing equipment.
- Must have the ability to perform arithmetic computations accurately and quickly.
- Must be able to effectively communicate verbally and in writing.
- Must have the ability to establish successful working relationships.

WORK ENVIRONMENT

Work is generally performed in an office environment with standard office equipment and furnishings available. Occasionally, may be required to attend off-site trainings.

PHYSICAL REQUIREMENTS

- Must have the ability to read and discern visual images on a variety of media.
- Must have the ability to operate a personal computer and applicable software.
- Must be able to sit for long periods of time.
- May occasionally have to lift 25 pounds or more.

MINIMUM REQUIREMENTS

- Bachelor's degree in accounting or finance.
- Three years of progressive, responsible financial accounting or public finance management.
- Public audit or consulting experience or experience with public finance experience of local governments.

PREFERRED QUALIFICATIONS

- Prior supervisory experience.
- Certified Public Accountant (CPA) or Public Finance Officer (CPFO) credentials.
- Familiarity with Tax Increment Financing and other Public Financing options.

CITY OF ROGERS**Job Description**

Title: Accountant	FLSA Status: Non-exempt
Department: Finance	Position Status: Regular Full-Time
Accountable To: Assistant Finance Director	Salary Grade: 10
Supervision of Others: None	Revision Date: January 2024

Position Summary:

The Accountant plays a key role in managing the City's financial operations, including bank reconciliations, municipal liquor accounting, and sales tax reporting. This position supports accounts payable, payroll, utility billing, and accounts receivable functions, oversees the City's Purchasing Card Program, and assists with audit preparation. The Accountant also contributes to process improvements within the Finance Department and provides cross-functional support as needed.

Essential Duties and Responsibilities

Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions. Essential functions listed below are intended as illustrations of 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.

- Prepares and enters necessary accrual and adjusting journal entries.
- Reconcile daily cash and keep such records as needed to verify cash balances.
- Reconcile the City and Liquor bank accounts to the general ledger, prepare journal entries, resolve discrepancies, and research outstanding and non-sufficient funds (NSF) checks.
- Oversee accounting for municipal liquor operations, including compiling and analyzing daily activity, preparing monthly journal entries, assisting with cash reconciliations, and supporting internal controls and inventory processes.
- Prepare and review information for monthly sales tax returns for the City and Liquor accounts; understand how sales tax applies to goods and services in Minnesota. Submits sales tax returns, payments, and refund requests to the Minnesota Department of Revenue.
- Assist with the review of finance operational processes (such as A/P, A/R, cash receipts, utility billing, payroll, etc.) to ensure accuracy and compliance with established procedures.
- Administer the City's Purchasing Card Program, including issuing and terminating cards, maintaining a user listing, reviewing all charges made, and preparing the general ledger entries to record purchases in the financial software.
- Maintain and reconcile the accounts receivable listing to the general ledger, prepare adjustments, and initiate internal collection efforts on past-due accounts.

- Assist in preparing year-end audit work papers and participate, as needed, in the City's annual audit process.
- Assists with developing operational processes; analyzes, evaluates, and makes recommendations for process improvements related to the Finance Department.
- Back-up and cross-trains within the Finance Department.
- Performs other duties consistent with the responsibilities of the position as apparent or assigned.

COMMON PERFORMANCE STANDARDS

Communications

- Must have the ability to actively listen to others for understanding of their needs and situations.
- Ability to speak and write English clearly.
- Must be able to assertively control conversations in order to quickly and accurately gather pertinent information and be able to communicate this information professionally and precisely to the proper recipient.
- Must be able to read and understand correspondence, memoranda, and directives.

Decision Making

- Must act in a decisive manner using good judgment.
- Must be able to assess problems and situations and be able to anticipate needs and evaluate alternatives.
- Must be able to effectively interpret the policies and objectives of the department.

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.
- Must have a positive attitude.

Professional Attitude

- Must have commitment to the City, willingness to take initiative, dependability, maturity in relationships with others, and self-confidence.
- Must represent the City to other agencies staff, and citizens with a courteous, helpful, accurate and business-like attitude in all telephone and personal contact.

Quality of Work

- Must be able to produce quality, accurate work.
- Must be able to detect and correct errors.
- Must be able to utilize work time properly and productively.
- Must have the ability to maintain records in an accurate and accessible manner.

Technical Knowledge

- Must have knowledge of business, payroll, and financial functions.
- Must have knowledge and ability to understand and discern legislative, local, state, and federal regulations.
- Must have a working knowledge of computers and data processing equipment.
- Must have the ability to perform arithmetic computations accurately and quickly, and the ability to communicate verbally and in writing effectively.
- Must have the ability to establish successful working relationships.

WORK ENVIRONMENT

Work is generally performed in an office environment with standard office equipment and furnishings available. Occasionally, may be required to attend off-site trainings.

PHYSICAL REQUIREMENTS

- Must have the ability to read and discern visual images on a variety of media.
- Must have the ability to operate a personal computer and applicable software (word processing, spreadsheet, accounting), 10-key adding machine or calculator, fax, copier, and telephone.
- Must be able to sit for long periods of time.
- May, occasionally, have to lift 25 pounds or more.

MINIMUM REQUIREMENTS

- Two-year accounting or finance-related degree required.
- Two years' experience in an accounting or similar position.
- Proficiency in Microsoft Word and Excel and working knowledge of Windows-based computer applications, payroll, and database applications.
- Proficiency in creating Microsoft Excel spreadsheets.

PREFERRED QUALIFICATIONS

- Four-year accounting or finance-related degree required.
- Previous municipal employee experience, specifically in government accounting.
- Knowledge of accounting and payroll software.

CITY OF ROGERS**Job Description**

Title: Accounting Clerk 1 – Finance/Admin	FLSA Status: Non-exempt
Department: Finance	Position Status: Full-time
Accountable To: Finance Director	Salary Grade: 8
Supervision of Others: None	Revision Date: January 2024

POSITION SUMMARY

Performs cash receipting and accounts payable functions for all City funds, performs electronic data retention for cash receipts and accounts payable functions, communicates with internal and external clients, provides backup to front counter, and assists Finance and Administration departments in other duties as assigned.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions. Essential functions listed below are intended as illustrations of 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.

Cash Receipts/Accounts Receivable:

- Identify and review the general ledger account coding of all cash receipts.
- Data entry of the City's cash receipts, including monthly utility billing receipts, into the City's finance software.
- Create, send, and maintain accounts receivable invoices for all City Departments (utility billing done separately).
- Prepare and reconcile cash receipts for depositing.
- Review credit card transactions, ACH transactions, and online payments, and process them into the accounting software.
- Assists with electronic maintenance of cash receipt information.

Accounts Payable:

- Assist in coding and verifying invoice payment information from which the accounts payable checks will be prepared for all City departments; prepare invoice batches for check printing.
- Answer questions and respond to complaints and discrepancies with bills.
- Research old or past-due invoices to avoid duplication.
- Reconciles accounts payable workflow automation software with financial software package.
- Maintains accounts payable information.
- Tracks W9s for accounts payable purposes.
- Prepares 1099s on an annual basis.
- Assist with the monthly purchasing card process, including coordinating the distribution of statements to departments, ensuring proper expense coding, and collecting purchase documentation.
- Prepare and manage the annual unclaimed property report, including tracking outstanding checks, contacting payees, sending annual letters, and filing with the State of Minnesota.

Administrative Duties:

- Serves as backup support to the City Hall Administrative Assistant (front desk) by performing duties such as, but not limited to, assisting customers, answering telephones, and issuing permits.
- Assists the City Clerk with elections; including training sessions, in-person/absentee voting, and election day activities.

Other Duties:

- Ability to research data and answer questions related to cash receipts, accounts payable, and accounts receivable.
- Assist in preparing year-end audit work papers and participate, as needed, in the City's annual audit process.
- Backup and cross-train within the Finance Department.
- Performs other duties consistent with the responsibilities of the position as apparent or assigned.

COMMON PERFORMANCE STANDARDS**Communications**

- Must have the ability to actively listen to others for understanding of their needs and situations
- Must be able to speak and write English clearly
- Must be able to read and understand correspondence, memoranda and directives
- Must have effective written and verbal communication skills

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
- Must have a positive attitude

Professional Attitude

- Must have commitment to the organization, willingness to take initiative, dependability, maturity in relationships with others, and self-confidence
- Must represent the organization to other agencies staff and citizens with a courteous, helpful, accurate and business-like attitude in all telephone and personal contact

Quality of Work

- Must be able to produce quality, accurate work
- Must be able to detect and correct errors

- Must be able to utilize work time properly and productively
- Must have the ability to maintain records in an accurate and accessible manner

Technical Knowledge

- Must have knowledge of operations of business office (accounting & finance) functions
- Must have working knowledge of computers and computer software applications
- Must have working knowledge of office equipment
- Must have the ability to perform arithmetic computations accurately and quickly
- Must have the ability to establish successful working relationships
- Must have the ability to prepare, create formula's, analyze and reconcile Excel spreadsheets

WORK ENVIRONMENT

Work is generally performed in an office environment with standard office equipment and furnishings available. Occasionally, may be required to attend off-site trainings.

PHYSICAL REQUIREMENTS

- Must have the ability to read and discern visual images on a variety of media
- Must have the ability to operate a personal computer and applicable software
- Must be able to sit for long periods of time
- May occasionally have to lift 25 pounds or more

MINIMUM REQUIREMENTS

- Two-year accounting or finance-related degree required; or equivalent related experience.
- Proficiency in Microsoft Word and Excel and working knowledge of Windows-based computer applications, and database applications.

PREFERRED QUALIFICATIONS

- Knowledge of accounting software.
- Experience in accountable payable, accounts receivable, and cash receipting functions.
- Previous municipal employee experience; specifically, government accounting

CITY OF ROGERS**Job Description**

Title: Accounting Clerk 1 – Utility Billing	FLSA Status: Non-exempt
Department: Finance	Position Status: Regular Full-Time
Accountable To: Assistant Finance Director	Salary Grade: 8
Supervision of Others: None	Revision Date: January 2024

POSITION SUMMARY

Performs daily utility billing functions, including considerable contact and communication with internal and external clients, and assists in the reconciliation of utility accounts quarterly and annually.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. Essential functions listed below are intended as illustrations of 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.

The following duties related to the utility billing function are performed daily, monthly, quarterly, and/or annually:

Utility Billing

- Respond to billing inquiries and concerns and reconcile customer accounts.
- Create and update customer account records.
- Responsible for the integrity of the utility billing database.
- Coordinate the transfer of utility services for change in property ownership.
- Schedule meter readings monthly and as needed, including for purposes of estimates, customer questions, final readings, and troubleshooting.
- Process utility billing statements for all billable customers, including any applicable write-offs/adjustments, final billings, and rate changes.
- Review sales tax charged to customer accounts, prepare monthly sales tax return, and submit payment to the Minnesota Department of Revenue.
- Reconcile utility billing register and receivables and prepare periodic journal entries, ensuring proper general ledger coding.
- Responsible for compilation of data required for the certification of delinquent utility bill assessments to Hennepin County, including maintenance of delinquent utility account listing, preparing delinquent account mailings and public hearing notices for special assessment, answering inquiries regarding the certification and special assessment process, and preparing final listing of delinquent utility accounts for submission to the City Council, Hennepin County and various departments.
- Prepare, maintain and submit all ACH transmission files for utility payment collections.

- Oversight of the City's electronic utility billing process; including online bill pay and electronic bills.
- Performs annual sewer winter averaging calculations for residential utility bills.
- Assists in the compilation of rate study data.
- Assists in the development of new processes in the collection of utility billing data.

Other Duties

- Distribute mail to City Departments.
- Assist in preparing year-end audit work papers and participate, as needed, in the City's annual audit process.
- Backup and cross-train within the Finance Department.
- Performs other duties consistent with the responsibilities of the position as apparent or assigned.

COMMON PERFORMANCE STANDARDS

Communications

- Must have the ability to actively listen to others for understanding of their needs and situations.
- Must be able to speak and write English clearly.
- Must be able to read and understand correspondence, memoranda and directives.

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.
- Must have a positive attitude.

Professional Attitude

- Must have commitment to the organization, willingness to take initiative, dependability, maturity in relationships with others, and self-confidence.
- Ability to provide excellent customer service, both in person and on the phone, and resolve issues in a professional and tactful manner.

Quality of Work

- Must be able to produce quality, accurate work.
- Must be able to detect and correct errors.
- Must be able to manage multiple tasks, meet deadlines, work effectively under pressure, and prioritize workload.
- Must have the ability to maintain records in an accurate and accessible manner.

Technical Knowledge

- Must have knowledge of city business functions.
- Must have working knowledge of computers and electronic data processing equipment.
- Must have the ability to perform complex calculations accurately and quickly, ability to communicate verbally and in writing effectively.
- Must have the ability to establish successful working relationships.

WORK ENVIRONMENT

Work is generally performed in an office environment with standard office equipment and furnishings available. Occasionally, may be required to attend off-site trainings.

PHYSICAL REQUIREMENTS

- Must have the ability to read and discern visual images on a variety of media.
- Must have the ability to operate a personal computer and applicable software (word processing, spreadsheet, accounting), 10-key adding machine or calculator, fax, copier, and telephone.
- Must be able to sit for long periods of time.
- May occasionally have to lift 25 pounds or more.

MINIMUM REQUIREMENTS

- Two-year accounting or finance related degree required; or equivalent related experience.
- Proficiency in Microsoft Word and Excel and working knowledge of windows based computer applications, payroll, and database applications.

PREFERRED QUALIFICATIONS

- Knowledge of accounting and utility billing software
- Previous municipal employee experience; specifically government accounting.
- Ability to query and create reports from various software applications.



STAFF REPORT

Meeting Date: January 14, 2025

ROGERS CITY COUNCIL

Agenda Item: 5.12

Subject: Appointment of Members to the Planning Commission

Prepared By: Brett Angell, Community Development Director

Recommended Council Action

Motion to appoint Adam Hunt to serve a 3-year term on the Planning Commission.

Motion to appoint Sarah Larson to serve a 3-year term on the Planning Commission.

Overview / Background / Analysis

Following the completion of their respective terms, Commissioners Zac Plansky and Adam Fischer chose to not seek re-appointment on the Planning Commission for an additional term beginning in 2025. The City of Rogers is very thankful for the time and commitment by Commissioners Plansky and Fischer and appreciate all of the work that they have done for the city during their tenure on the Planning Commission.

The City of Rogers advertised openings on the Planning Commission and received seven applications. At the January 6th meeting, the Commission conducted interviews with applicants for the two vacant seats. Through this process, the Commission recommended Adam Hunt and Sarah Larson for the seats. Pending appointment by the City Council, their terms will begin effective immediately with their first meeting as a seated member taking place in February. Both applicants have accepted their recommended appoints, pending council action. With the filling of these seats the Planning Commission is full at seven members with two alternates.

Adam Hunt holds a Masters Degree in Human Resource Management and is a resident who has had a career in both human resources and real estate. Mr. Hunt has a real estate license for the States of Minnesota and Wisconsin and was previously a part of the Charter Commission for the City of Brooklyn Park prior to moving to the City of Rogers. Sarah Larson holds a Masters Degree in business administration and is a longer-term resident of the city who works in demand planning of a global entity. Ms. Larson has previous experience working on boards for Rogers youth sports. Both members see the Planning Commission as a key role in following the land use vision of the City Council and to provide guidance and expertise to land use related decisions. A key issue for the city that both see is balancing the current growth with infrastructure and services. Both individuals are excited to join the Commission.

Staff Recommendation

The Planning Commission recommends the appointment of Sarah Larson and Adam Hunt to serve 3-year terms on the Planning Commission.

Financial Impact: Not Applicable.

Source Fund: Not Applicable.

Budgeted? N/A

Supporting Documentation

None



STAFF REPORT

ROGERS CITY COUNCIL

Meeting Date: January 14, 2025

Agenda Item: 5.13

Subject: Approve Streets and Stormwater Crew Lead Position Description and Authorize Posting for Position

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

Recommended Council Action

Motion to Approve Streets and Stormwater Crew Lead Position Description and Authorize Posting for Position

Overview / Background / Analysis

The approved 2025 Financial Management Plan and Street Maintenance Budget includes the promotion of a Heavy Equipment Operator to Streets and Stormwater Crew Leader position. The Streets and Stormwater Supervisor has a full time staff of four Maintenance Workers as well as up to two seasonal employees. In addition, the Street and Stormwater Supervisor is responsible for snow and ice control and ongoing maintenance of streets and stormwater facilities and frequent weekend work associated with plowing and special events. The Streets and Stormwater Crew Lead position will assist with and take on some of this work as well as prepare them for a potential supervisory role. The Steet/Stormwater Department is currently the only crew within Public Works (including Parks and Utilities) that does not have a designated Lead position.

The net budget impact of promoting a Heavy Equipment Operator to a Streets and Stormwater Crew Lead is \$8,400 annually. The position will be posted internally.

Staff Recommendation

Motion to Approve Streets and Stormwater Crew Lead Position Description and Authorize Posting for Position.

Financial Impact: \$8,400

Source Fund: 100 and 603

Budgeted? Yes

Supporting Documentation

A. Streets and Stormwater Crew Leader Job Description

CITY OF ROGERS**Job Description**

Title: Streets & Stormwater Crew Lead	FLSA Status: Non-exempt
Department: Public Works	Position Status: Regular Full-time
Accountable To: Streets and Stormwater Supervisor	Salary Grade: Grade 10
Supervision of Others: In absence of Streets and Stormwater Supervisor regular FT street maintenance staff and seasonal PT street workers	Revision Date: January 2025

POSITION SUMMARY

The primary objective of the position is to maintain public streets, alleys, parking lots and other areas as assigned.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. Essential functions listed below are intended as illustrations of 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.

- Assist with supervision, coordination and participate in street maintenance to include pothole patching, crack sealing, seal coating, resurfacing and street repairs
- In the absence of the Streets and Stormwater Supervisor schedule the day-to-day activities of permanent and seasonal street maintenance workers
- Maintain all public unpaved roads in a safe manner to eliminate washboard and excessive dust
- Implement best management practices for street sweeping operations
- Assist with supervision and participate in all snow and ice control events. Operate loader, CDL class vehicles, tractors and miscellaneous equipment in a safe and efficient manner
- Assist in maintenance and improvement of City buildings (City Hall, Municipal Liquor Store, Fire Station/Community Room, Park Buildings and Public Works Facility) as directed
- Assist with and participate in supervision the maintenance and improvement of City storm sewer facilities as directed
- Participate in rating and recommending streets for inclusion in the City's pavement management program
- Familiarity with MS4 Stormwater Reporting Standards and responsibility of compliance with standards
- Maintain road ditches, stormwater treatment ponds and stormwater collection systems
- Keep supervisors informed of all important matters requiring attention or action
- Cooperate with other co-workers to ensure the best use of available resources and to avoid duplication of efforts
- Perform other duties and required or assigned

COMMON PERFORMANCE STANDARDS

General

- Knowledge of machines and tools, including their designs, uses, repair, and maintenance.
- Knowledge of OSHA safety regulations, training requirements, etc.
- Ability to effectively communicate with the public, departmental personnel, City staff and other governmental agencies
- Ability to develop cooperative relations with the public
- Ability to use a computer
- Willingness to work long and unusual hours when weather conditions cause snow removal or for other emergency or unusual maintenance requirements
- The ability to work in severe weather conditions and temperature extremes
- Willingness to be on call when weather conditions may dictate early starts on regular working days and on weekends
- Willingness to plan vacations or time off when the chances for emergency or unusual weather conditions are the least expected

Communications

- Must communicate with citizens, elected officials, City staff, employees, and others regarding maintenance department issues
- Must have the ability to communicate effectively verbally and in writing

Decision Making

- Must act in a decisive manner using good judgment
- Must be able to assess problems and situations and be able to anticipate needs and evaluate alternatives
- Must be able to effectively interpret the policies and objectives of the department to establish quality operational standards
- Must have the ability to understand the meaning and implications of key financial issues related to the department

Interpersonal Relationships

- Must be able to motivate, develop, and direct people as they work, identifying the best people for the job.
- Must be consistent in dealing with people, be sensitive to others' problems and concerns without direct involvement, exclude personal biases from work performance, have the ability to accept criticism and/or discipline, have tact and diplomacy, and strive to promote a cooperative atmosphere in the department

Professional Attitude

- Actively seeks opportunities for professional development
- Must have commitment to the organization, willingness to take initiative, dependability, maturity in relationships with others, 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 have the ability to establish and maintain successful working relationships with those contacted in the course of work

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 maintenance personnel to maximize the contribution of all staff
- Must be able to produce quality, accurate work and detect and correct errors
- Must be able to utilize work time productively and have the ability to maintain records in an accurate and accessible manner

WORK ENVIRONMENT

- Works in or on public works equipment in a variety of sometimes extreme weather conditions
- Regularly exposed to a variety of hazards including proximity to moving mechanical parts, moving vehicles, electrical current, working on scaffolding and high places, or exposure to chemicals, loud noises, or confined spaces.
- The employee will be required to wear personal protective equipment under appropriate circumstances
- Works on the road or in the road right-of-ways, private property and municipal properties
- Works in or on storm sewer facilities and or pond systems

PHYSICAL REQUIREMENTS

- Ability to sit, stand, and/or walk for up to 10 hours per day
- Ability to bend, crawl, and/or climb
- Must be able to grasp, hold and effectively operate precision and simple hand tools and equipment
- Work requires lifting up to 80 pounds or more, reaching, shoveling, pounding, digging and sweeping
- Vision must be sufficient to read instructions, distant vision (20/40 or better) and possess depth discrimination
- Hearing must be sufficient to detect all warning signals and environmental
- Participation in random drug and/or alcohol testing required

MINIMUM REQUIREMENTS

- High School Diploma or GED equivalent
- 4 years related municipal street and storm sewer maintenance experience.
- Valid Minnesota Class A Commercial Driver's License.

RESPONSIBILITY FOR WORK OF OTHERS:

In the absence of the Streets and Stormwater Supervisor direct supervision over:

- Full-Time street maintenance staff;
- Part –Time seasonal workers



STAFF REPORT

ROGERS CITY COUNCIL

Meeting Date: January 14, 2025

Agenda Item: 5.14

Subject: Accept Resignation of Firefighter Gerald Castanon

Prepared By: Patrick Farrens, Fire Chief

Recommended Council Action

Accept the resignation of Firefighter Gerald Castanon effective 12.6.2024

Overview / Background / Analysis

Firefighter Castanon honorably served the Rogers Fire Department from 1.1.2018 to 12.6.2024.

Staff Recommendation

Accept the resignation of Firefighter Gerald Castanon effective 12.6.2024

Financial Impact: N/A

Source Fund: N/A

Budgeted? N/A

Supporting Documentation

None



STAFF REPORT

ROGERS CITY COUNCIL

Meeting Date: January 14, 2025

Agenda Item: 5.15

Subject: Accept Resignation of Captain Ryon Morgando

Prepared By: Patrick Farrens, Fire Chief

Recommended Council Action

Accept the resignation of Captain Morgando effective 12.11.2024.

Overview / Background / Analysis

Captain Morgando honorably served the Rogers Fire Department from 6.1.2015 to 12.11.2024.

Staff Recommendation

Accept the resignation of Captain Morgando effective 12.11.2024.

Financial Impact: N/A

Source Fund: N/A

Budgeted? N/A

Supporting Documentation

None



STAFF REPORT

Meeting Date: January 14, 2025

ROGERS CITY COUNCIL

Agenda Item: 5.16

Subject: Approval of Resolution 2025-03 Final Plat of Big Woods Crossing 3rd Addition and authorize execution of the Stormwater Maintenance Agreement.

Prepared By: Alec Henderson, City Planner

Recommended Council Action

Motion to Approve Resolution 2025-03, approving the Final Plat for Big Woods Crossing 3rd Addition, and authorize execution of the Stormwater Maintenance Agreement.

Overview / Background / Analysis

Forestar RE Group, USA (Developer), has requested approval of a revised Final Plat for Phase 3 (Final Phase) of Big Woods. The developer previously received approval for a revised Phase 1 on August 8, 2023 consisting of 55 residential units (Big Woods Crossing); and Phase 2 on April 9th, 2024 consisting of 82 residential units.

The Preliminary Plat for Big Woods, a 207-unit mixed residential subdivision (Development) were approved on March 22, 2022. The Development is located at the intersection of Territorial Road and Tucker Road in Rogers. The development plan includes the construction of a new intersection with Tucker Road, a new intersection with 129th Avenue, and a new intersection with Territorial Road.

The phase 3 Final Plat, Big Woods Crossing 3rd Addition, consists of the final 70 residential units will be conditioned on completion of the Plat Opinion by the Attorney and compliance with said opinion by the Developer, including complete revisions as may be required by the City Attorney and revisions to the construction plans as required by the City Engineer.

Final plats are only seen by City Council. Final Plats that are consistent with the Preliminary Plat approval must be approved.

Primary Issues to Consider

1. Land Use & Zoning
2. Plat Standards
3. Development Agreements

Analysis of Primary Issues

1. Land Use & Zoning

The approved Preliminary Plat includes 207 new housing units which include 68 townhome units and 139 single family units on approximately 74 total acres. The proposed Big Woods Crossing 3rd Final Plat will include the rest of the townhome units and single-family homes near Harvest View 2nd Addition. The Final Plat for Phase 3 will include 40 single family units and 30 townhome units, for a total of 70 units. The Subject Property for the Development has two (2) different Land Use and Zoning designations.

The 2040 Comprehensive Plan guides Parcel 1 (Gmach) as **Mixed Residential (MR)**; it is zoned **Mixed Residential (R4)**. The required net residential density range is 4.0 to 15.0 units per net acre; the proposed density is 4.13 units per net acre. Townhomes and single-family homes, as proposed for Parcel 1, are all Permitted Uses by the **R4** zoning. Parcel 2 (Hagel) is guided as **Low Density Residential (LDR)** and zoned **Single-Family Residential (R2)**. The required net residential density range is 2.0 to 5.0 units per net acre; the proposed density is 2.14 units per net acre. Only single-family homes are permitted in **R2** zoning. The overall density for the Development is 3.31 units per net acre.

The Preliminary Plat was approved in 2022, as it met the required R4 and R2 zoning district requirements. The Final Plat is consistent with the approved Preliminary Plat.

2. Plat Standards

By R4 standards, home sites in the R4 district are required to have the following minimums: 25-foot front yard and side yard (street) setbacks, 5-foot side yard (interior) setbacks, 20-foot rear yard setbacks for single-family units and 30-foot rear yard setbacks for multi-family units, 50-foot **maximum** lot widths, and no more than 75% lot coverage. By R2 standards, home sites in the R2 district are required to have the following minimums: 25-foot front yard and side yard (street) setbacks, 10-foot side yard (interior) setbacks, 20-foot rear yard setbacks, 65-foot **minimum** lot widths, and no more than 75% lot coverage.

The Final Plat proposes to meet the required lot standards and is consistent with the Preliminary Plat approval.

Plat standards are satisfied.

3. Development Agreements

The Development Agreement will be brought forward for approval at a separate meeting for the final phase to provide the developer additional time to review the agreement.

The Stormwater Maintenance Agreement may be authorized for execution.

Homeowners Association (HOA)

The townhome area of Big Woods will be managed by a HOA. The Developer will create HOA documents for the purpose of the Development.

Staff Recommendation

City staff recommends approval of the Final Plat for Big Woods Crossing 3rd addition submitted by Forestar, and related development agreements.

Motion to approve Resolution No. 2025-03, approving the Final Plat for Big Woods Crossing 3rd Addition.

Motion to approve the Stormwater Maintenance Agreement for Big Woods Crossing 3rd Addition.

Financial Impact: Not applicable.

Source Fund: Not applicable.

Budgeted? N/A

Supporting Documentation

- A. Resolution No. 2025-03_Final Plat_Big Woods Crossing 3rd Addition_01-14-25
- B. Draft_Stormwater Maintenance Agreement_Big Woods Crossing 2nd_Forestar_5-4-2024
- C. Big Woods 3rd Final Plats
- D. Big Woods 3rd Civil Plans

RESOLUTION NO. 2025-03

A RESOLUTION GRANTING APPROVAL OF THE FINAL PLAT FOR BIG WOODS CROSSING 3RD ADDITION

WHEREAS, Forestar (USA) Real Estate Group, Inc. (Developer) has requested from the City of Rogers Final Plat (Plat) approval for Big Woods Crossing 3rd Addition, as legally described in Exhibit A; and,

WHEREAS, the Developer intends to construct a 207-unit residential subdivision, consisting of 139 detached single-family units and 68 townhome units located on two properties (PIDs: 21-120-23-41-0011 and 22-120-23-33-0006) (“Subject Property”) on Territorial Road in phases; and,

WHEREAS, the 1st addition Final Plat of the Development, titled “Big Woods Crossing”, consisted of 55 residential units and 8 outlots previously approved by Resolution 2023-59; and,

WHEREAS, the 2nd phase, Big Woods Crossing 2nd Addition consisted of 82 residential units and 3 outlots previously approved by Resolution 2024-37; and,

WHEREAS, this final phase, Big Woods Crossing 3rd Addition consists of 70 residential units (30 townhome units and 40 single-family lots) and 2 outlots as legally described in the attached Exhibit A

WHEREAS, on March 22, 2022, the City Council approved Resolution No. 2022-30, approving the Preliminary Plat for the development on the Subject Property; and,

WHEREAS, the Subject Property is guided Mixed Residential and Low Density Residential, and is correspondingly zoned Mixed Residential (R4) and Single-Family Residential (R2); and,

WHEREAS, the Plat satisfies R2 and R4 zoning standards, and is consistent with the Preliminary Plat for the Big Woods development as approved by the City Council on March 22, 2022, per Resolution No. 2022-30.

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF ROGERS, MINNESOTA, that the Final Plat for Big Woods Crossing 3rd Addition is hereby approved for Phase 3 of the Big Woods Development as proposed by the Developer, and is conditioned upon the Developer complying with the plat opinion and completing revisions to the Plat as may be required by the City Attorney and conditioned upon the developer revising the construction plans as may be required by the Public Works Director and City Engineer.

BE IT FURTHER RESOLVED, the City of Rogers and Forestar (USA) Real Estate Group, Inc. shall execute a Developer’s Agreement for the Development, identifying the terms and conditions of the development and fees, escrows and financial security obligations of the Developer, including payment of any assessments levied against the Subject Property. The Agreement shall be filed with Hennepin County for recording.

BE IT FURTHER RESOLVED, the Final Plat shall be not be released for recording until the Developer’s Agreement is executed by both parties and all fees, escrows, financial security obligations and assessments due with Phase 3 are received by the City; recording of the Final Plat

with the land records office of Hennepin County must occur within 30 days of its release by the City to Developer.

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 14th day of January, 2024.

Shannon Klick, Mayor

ATTEST:

Stacie Brown, City Clerk

EXHIBIT A

BIG WOODS CROSSING ADDITION LEGAL DESCRIPTIONS

Existing Legal Descriptions:

Outlot C, BIG WOODS CROSSING 2ND ADDITION.

AND

That part of the East Half of the Southeast Quarter of Section 21, Township 120, Range 23, Hennepin County, Minnesota, described as follows:

Commencing at the northeast corner of the Southeast Quarter of said Southeast Quarter of Section 21; thence North 89 degrees 53 minutes 42 seconds West, assumed bearing along the north line of said Southeast Quarter of the Southeast Quarter, a distance of 320.01 feet to the point of beginning of the parcel to be described; thence North 00 degrees 37 minutes 43 seconds East, a distance of 162.97 feet; thence North 75 degrees 04 minutes 01 second West, a distance of 325.08 feet; thence South 00 degrees 37 minutes 43 seconds West, a distance of 409.61 feet; thence South 30 degrees 02 minutes 25 seconds West, a distance of 6.08 feet; thence North 57 degrees 00 minutes 38 seconds West, a distance of 173.42 feet; thence South 34 degrees 39 minutes 11 seconds West, a distance of 96.55 feet; thence southeasterly along a non-tangential curve, concave to the northeast, having a central angle of 00 degree 26 minutes 11 seconds, a radius of 3012.05 feet for an arc distance of 22.95 feet, the chord of said curve bears South 55 degrees 33 minutes 55 seconds East; thence South 34 degrees 12 minutes 59 seconds West, not tangent to said curve, a distance of 215.00 feet to the northerly right of way line of Territorial Road per Highway Easements recorded as Document Numbers 5911979, 5911980, 5911981, 5911982, and 5919901; thence southeasterly along a non-tangential curve, and along said northerly right of way line per Highway Easements, concave to the northeast, having a central angle of 01 degree 38 minutes 15 seconds, a radius of 3227.05 feet, for an arc distance of 92.24 feet to the northerly right of way line of Territorial Road per Hennepin County State Aid Highway No. 116, Plat 21, the chord of said curve bears South 56 degrees 36 minutes 08 seconds East; thence South 60 degrees 25 minutes 08 seconds East, not tangent to said curve and continuing along said northerly right of way line of Hennepin County State Aid Highway No. 116, Plat 21, a distance of 311.64 feet; thence continuing along said northerly right of way line, southeasterly along a tangential curve, concave to the northeast, having a central angle of 00 degrees 31 minutes 02 seconds, a radius of 3136.89 feet, for an arc distance of 28.32 feet; thence continuing along said northerly right of way line, southeasterly along a compound non-tangential curve, having a central angle of 04 degrees 42 minutes 48 seconds, a radius of 3227.05 feet for an arc distance of 265.47 feet to a line that bears South 00 degrees 37 minutes 43 seconds West from said point of beginning, said line being the west line per Quit Claim Deed per Document Number 9759395, the chord of said curve bears South 65 degrees 49 minutes 00 second East; thence North 00 degrees 37 minutes 43 seconds East, along said line, a distance of 671.13 feet to the point of beginning.

Proposed Legal Descriptions:

Lots 1 through 7 inclusive, Block 1; Lots 1 through 10 inclusive, Block 2; Lots 1 through 5 inclusive, Block 3; Lots 1 through 5 inclusive, Block 4; Lots 1 through 5 inclusive, Block 5; Lots 1 through 5 inclusive, Block 6; Lots 1 through 5 inclusive, Block 7; Lots 1 through 5 inclusive, Block 8; Lots 1 through 14 inclusive, Block 9; Lots 1 through 9 inclusive, Block 10; and Outlots A and B BIG WOODS CROSSING 3RD ADDITION, Hennepin County, Minnesota.

**STORMWATER MAINTENANCE AGREEMENT
BIG WOODS CROSSING 3RD ADDITION**

THIS AGREEMENT (“Agreement”) is made this ____ day of _____, 2024 by and between the City of Rogers, a municipal corporation under the laws of Minnesota (“City”), located at 22350 Diamond Lake Road, Rogers, Minnesota 55374, and Forestar RE Group, USA, located at 20860 Kenbridge Court, Lakeville, MN 55044 (“Developer”).

RECITALS

A. The development site encompasses 72.1 gross acres, of which the Development is a 207-unit residential development located on two properties, a 42.1-acre parcel owned by Daniel Gmach (PID: 21-120-23-41-0011) (“Gmach Parcel”) and a 31.9-acre parcel owned by Catherine Hagel (PID: 22-120-23-33-0006) (“Hagel Parcel”), located between Territorial Road and 129th Avenue and east of Tucker Road, hereafter referred to collectively as “Subject Property;”, located in the City of Rogers, Minnesota, which is legally described in Exhibit A (“Subject Property”).

B. The City Council approved the Preliminary Plat for Big Woods, a 224-unit residential development (“Development”) by Resolution No. 2022-30 on March 22, 2022. The Final Plat for Big Woods Crossing was approved by Resolution No. 2023-59 on August 8, 2023. The Final Plat for Big Woods Crossing 2nd Addition was approved by Resolution No. 2024-37 on April 9, 2024. The Final Plat for Big Woods Crossing 3rd Addition was approved by Resolution No. 2025-03 on January 14th, 2025 (collectively, “City Approvals”).

C. The Developer intends to construct within the Drainage and Utility Easement area (“Easement Area”), as described in Exhibit B and illustrated in the Final Plat document, certain stormwater improvements (“Stormwater Improvements”) for the benefit of the Subject Property.

D. The City has entered into a Developer's Agreement with the Developer for the construction and maintenance of the Stormwater Improvements.

E. The Elm Creek Watershed Management Commission requires permanent provisions for handling of storm runoff, including provisions for operation and maintenance of all stormwater runoff facilities and ponds, and such provisions are to be set forth in an agreement to be recorded in the real estate records.

F. The City and the Developer intend to comply with certain conditions, including entering into a maintenance agreement regarding the Stormwater Improvements.

G. In consideration of mutual covenants of the parties set forth herein and other valuable considerations, the City and the Developer now desire to enter into this Storm Water Maintenance Agreement ("Agreement") setting forth certain requirements and obligations relating to the Stormwater Improvements of the Subject Property.

AGREEMENT

1. Maintenance of the Stormwater Improvements. The Developer, and its successor or assigns, as fee owner of the Subject Property shall be responsible for maintaining the Stormwater Improvements and for observing all drainage laws governing the operation and maintenance of the Stormwater Improvements. The Developer shall inspect Stormwater Improvements as scheduled in Exhibit C. The Developer shall make all such scheduled inspections, keep record of all inspections and maintenance activities, and submit such records annually to the City. The cost of all inspections and maintenance, including skimming and cleaning of the Stormwater Improvements, shall be the obligation of the Developer and its successors or assigns as the fee owner of the Subject Property.
2. City's Maintenance Rights. The City may maintain the Stormwater Improvements, as provided in this paragraph, if the City reasonably believes that the Developer or its successors or assigns has failed to maintain the Stormwater Improvements in accordance with applicable drainage laws and other requirements and such failure continues for 60 days after the City gives the Developer written notice of such failure. The Developer shall accept and adequately maintain and inspect the Stormwater management facilities located within the City of Rogers drainage and utility easements. This includes all pipes and ditches built to convey Stormwater to the facility, as well as structures, improvements, and vegetation provided to control the quantity and quality of the Stormwater. Adequate maintenance is herein defined as good working condition so that these facilities are performing their design functions. The City's notice shall specifically state which maintenance tasks are to be performed. If the Developer does not complete the maintenance tasks within 60 days after such notice is given by the City, the City shall have the right to enter upon the Easement Area to perform such maintenance tasks. In such case, the City shall send an invoice of its reasonable maintenance costs to the Developer or its successors or assigns, which shall include all staff time, engineering and legal and other costs and expenses incurred by the City. If the Developer or its assigns fails to reimburse the City for its costs and expenses in maintaining the Stormwater Improvements within 30 days of receipt of an invoice for such costs, the City shall have the right to assess the full cost thereof against all of the lots within the Subject Property. Notwithstanding the foregoing, in the event of an emergency, as determined by the City Engineer

in its reasonable opinion, the 60-day notice requirement to the Developer for failure to perform maintenance tasks shall be and hereby is waived in its entirety by the Developer, and the Developer shall reimburse the City and be subject to assessment for any expense so incurred by the City in the same manner as if written notice as described above has been given.

3. Hold Harmless. The Developer hereby agrees to indemnify and hold harmless the City and its agents and employees against any and all claims, demands, losses, damages, and expenses (including reasonable attorneys' fees) arising out of or resulting from the Developer's or the Developer's agents or employee's negligent or intentional acts, or any violation of any safety law, regulation or code in the performance of this Agreement, without regard to any inspection or review made or not made by the City, its agents or employees or failure by the City, its agents or employees to take any other prudent precautions. In the event the City, upon the failure of the Developer to comply with any conditions of this Agreement, performs said conditions pursuant to its authority in this Agreement, the Developer shall indemnify and hold harmless the City, its employees, agents and representatives for its own negligent acts in the performance of the Developer's required work under this Agreement, but this indemnification shall not extend to intentional or grossly negligent acts.
4. Costs of Enforcement. The Developer agrees to reimburse the City for all costs incurred by the City in the enforcement of this Agreement, or any portion thereof, including court costs and reasonable attorneys' fees.
5. Notice. All notices required under this Agreement shall either be personally delivered or be sent by certified or registered mail and addressed as follows:

CITY:

City of Rogers
22350 South Diamond Lake Road
Rogers, MN 55374
Telephone: (763) 428-2253
Attn: Steve Stahmer, City Administrator

DEVELOPER:

Forestar (USA) Real Estate Group, Inc.
2221 E. Lamar Blvd, Suite 790
Arlington, TX 76006
Attn: Stephen Gardiner, Real Estate Investment and Development Director

With Copy To:

Forestar (USA) Real Estate Group
3330 Cumberland Boulevard, Ste. 275
Atlanta, Georgia 30339
Attn: David Murphy

All notices given hereunder shall be deemed given when personally delivered or two (2) business days after being placed in the mail properly addressed as provided herein.

6. Successors. All duties and obligations of Developer under this Agreement shall also be duties and obligations of Developer's successors and assigns. The terms and conditions of this Agreement shall run with the Subject Property.
7. Effective Date. This Agreement shall be binding and effective as of the date hereof.

[Balance of this page intentionally left blank.]

IN WITNESS OF THE ABOVE, the duly authorized representatives of the parties have caused this Agreement to be executed in duplicate on the date and year written above.

FORESTAR (USA) REAL ESTATE GROUP, INC.

Stephen Gardiner
Its Real Estate Investment and Development Director

STATE OF MINNESOTA)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____ 2025, by Stephen Gardiner, Real Estate Investment and Development Director, of Forestar (USA) Real Estate Group, a Minnesota corporation, on behalf of the company.

Notary Public

CITY OF ROGERS

Shannon Klick
Its Mayor

Stacie Brown
Its Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025 by Shannon Klick and by Stacie Brown, the Mayor and Clerk, respectively, of the City of Rogers, a Minnesota municipal corporation, on behalf of the corporation.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
City of Rogers
22350 South Diamond Lake Road
Rogers MN 55374
(763) 428-2253

EXHIBIT A

BIG WOODS CROSSING 2ND ADDITION LEGAL DESCRIPTION OF THE PROPERTY

Legal Descriptions

Lots 1 through 7 inclusive, Block 1; Lots 1 through 10 inclusive, Block 2; Lots 1 through 5 inclusive, Block 3; Lots 1 through 5 inclusive, Block 4; Lots 1 through 5 inclusive, Block 5; Lots 1 through 5 inclusive, Block 6; Lots 1 through 5 inclusive, Block 7; Lots 1 through 5 inclusive, Block 8; Lots 1 through 14 inclusive, Block 9; Lots 1 through 9 inclusive, Block 10; and Outlots A, and B, BIG WOODS CROSSING 3RD ADDITION, Hennepin County, Minnesota.

EXHIBIT B

**BIG WOODS CROSSING 3RD ADDITION
LEGAL DESCRIPTION OF DRAINAGE AND UTILITY EASEMENTS**

Legal Description

Outlots A, and B, Big Woods Crossing 3rd Addition, Hennepin County, Minnesota

EXHIBIT C
BIG WOODS CROSSING
STORMWATER MAINTENANCE AGREEMENT

Inspection Schedule for Stormwater Improvements

- | | |
|------------------------------|--|
| 1. Debris clean-out | Monitor and clean out annually. |
| 2. Sediment removal in basin | Monitor annually and clean out when sediment occupies 50% of storage volume. |
| 3. Vegetation | Monitor annually remove undesirable vegetation as needed. |
| 4. Inlet | Media filters that have a grass cover will be mowed as needed during the growing season to maintain maximum grass heights less than 12 inches. |
| 5. Outlet | Monitor annually and repair as needed. When the filtering capacity of the filter diminishes substantially (i.e., when water ponds on the surface of the filter bed for more than 48 hours), the top few inches of discolored material will be removed and replaced with fresh material. The removed sediments will be disposed in an acceptable manner (i.e., landfill). |
| 6. Sump manholes | Monitor annually and repair as needed. |

BIG WOODS CROSSING 3RD ADDITION

C.R. DOC. NO. _____

KNOW ALL PERSONS BY THESE PRESENTS: That Forestar (USA) Real Estate Group Inc., a Delaware corporation, owner of the following described property:

Outlot C, BIG WOODS CROSSING 2ND ADDITION.

AND

That part of the East Half of the Southeast Quarter of Section 21, Township 120, Range 23, Hennepin County, Minnesota, described as follows:

Commencing at the northeast corner of the Southeast Quarter of said Southeast Quarter of Section 21; thence North 89 degrees 53 minutes 42 seconds West, assumed bearing along the north line of said Southeast Quarter of the Southeast Quarter, a distance of 320.01 feet to the point of beginning of the parcel to be described; thence North 00 degrees 37 minutes 43 seconds East, a distance of 162.97 feet; thence North 75 degrees 04 minutes 01 second West, a distance of 325.08 feet; thence South 00 degrees 37 minutes 43 seconds West, a distance of 409.61 feet; thence South 30 degrees 02 minutes 25 seconds West, a distance of 6.08 feet; thence North 57 degrees 00 minutes 38 seconds West, a distance of 173.42 feet; thence South 34 degrees 39 minutes 11 seconds West, a distance of 96.55 feet; thence southeasterly along a non-tangential curve, concave to the northeast, having a central angle of 00 degree 26 minutes 11 seconds, a radius of 3012.05 feet for an arc distance of 22.95 feet, the chord of said curve bears South 55 degrees 33 minutes 55 seconds East; thence South 34 degrees 12 minutes 59 seconds West, not tangent to said curve, a distance of 215.00 feet to the northerly right of way line of Territorial Road per Highway Easements recorded as Document Numbers 5911979, 5911980, 5911981, 5911982 and 5919901; thence southeasterly along a non-tangential curve and along said northerly right of way line per Highway Easements, concave to the northeast, having a central angle of 01 degree 38 minutes 15 seconds, a radius of 3227.05 feet, for an arc distance of 92.24 feet to the northerly right of way line of Territorial Road per Hennepin County State Aid Highway No. 116, Plat 21, the chord of said curve bears South 56 degrees 36 minutes 08 seconds East; thence South 60 degrees 25 minutes 08 seconds East, not tangent to said curve and continuing along said northerly right of way line of Hennepin County State Aid Highway No. 116, Plat 21, a distance of 311.64 feet; thence continuing along said northerly right of way line, southeasterly along a tangential curve, concave to the northeast, having a central angle of 00 degrees 31 minutes 02 seconds, a radius of 3136.89 feet, for an arc distance of 28.32 feet to said northerly right of way line of Territorial Road per Highway Easements recorded as Document Numbers 5911979, 5911980, 5911981, 5911982 and 5919901; thence continuing along said northerly right of way line, southeasterly along a compound non-tangential curve, having a central angle of 04 degrees 42 minutes 48 seconds, a radius of 3227.05 feet for an arc distance of 265.47 feet to a line that bears South 00 degrees 37 minutes 43 seconds West from said point of beginning said line being the west line per Quit Claim Deed per Document Number 9759395, the chord of said curve bears South 65 degrees 49 minutes 00 second East; thence North 00 degrees 37 minutes 43 seconds East, along said line, a distance of 671.13 feet to the point of beginning.

Has caused the same to be surveyed and platted as **BIG WOODS CROSSING 3RD ADDITION** and does hereby dedicate to the public for public use the public ways and the drainage and utility easements as created by this plat.

In witness whereof said Forestar (USA) Real Estate Group Inc., a Delaware corporation, has caused these presents to be signed by its proper officer this _____ day of _____, 20_____.

Signed: **FORESTAR (USA) REAL ESTATE GROUP INC.**

By _____

Its _____

STATE OF MINNESOTA

COUNTY OF

This instrument was acknowledged before me this _____ day of _____, 20_____, by _____, the _____ of Forestar (USA) Real Estate Group Inc., a Delaware corporation, on behalf of the corporation.

(Signature)

(Name Printed)

Notary Public, _____ County, Minnesota

My Commission Expires _____

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

Dated this _____ day of _____, 20_____.

Mathew J. Welinski, Land Surveyor
Minnesota License No. 53596

STATE OF MINNESOTA

COUNTY OF

This instrument was acknowledged before me on this _____ day of _____, 20_____, by Mathew J. Welinski.

(Signature)

(Name Printed)

Notary Public, _____ County, Minnesota

My Commission Expires _____

CITY COUNCIL, CITY OF ROGERS, MINNESOTA

This plat of **BIG WOODS CROSSING 3RD ADDITION** was approved and accepted by the City Council of the City of Rogers Minnesota at a regular meeting thereof held this _____ day of _____, 20_____ and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subdivision 2.

CITY COUNCIL, CITY OF ROGERS, MINNESOTA

By _____
Mayor

By _____
Clerk

COUNTY AUDITOR, Hennepin County, Minnesota

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

Daniel Rogan, County Auditor

By _____
Deputy

SURVEY DIVISION, Hennepin County, Minnesota

Pursuant to MN. STAT. Sec. 383B.565 (1969) this plat has been approved this _____ day of _____, 20_____.

Chris F. Mavis, County Surveyor

By _____

COUNTY RECORDER, Hennepin County, Minnesota

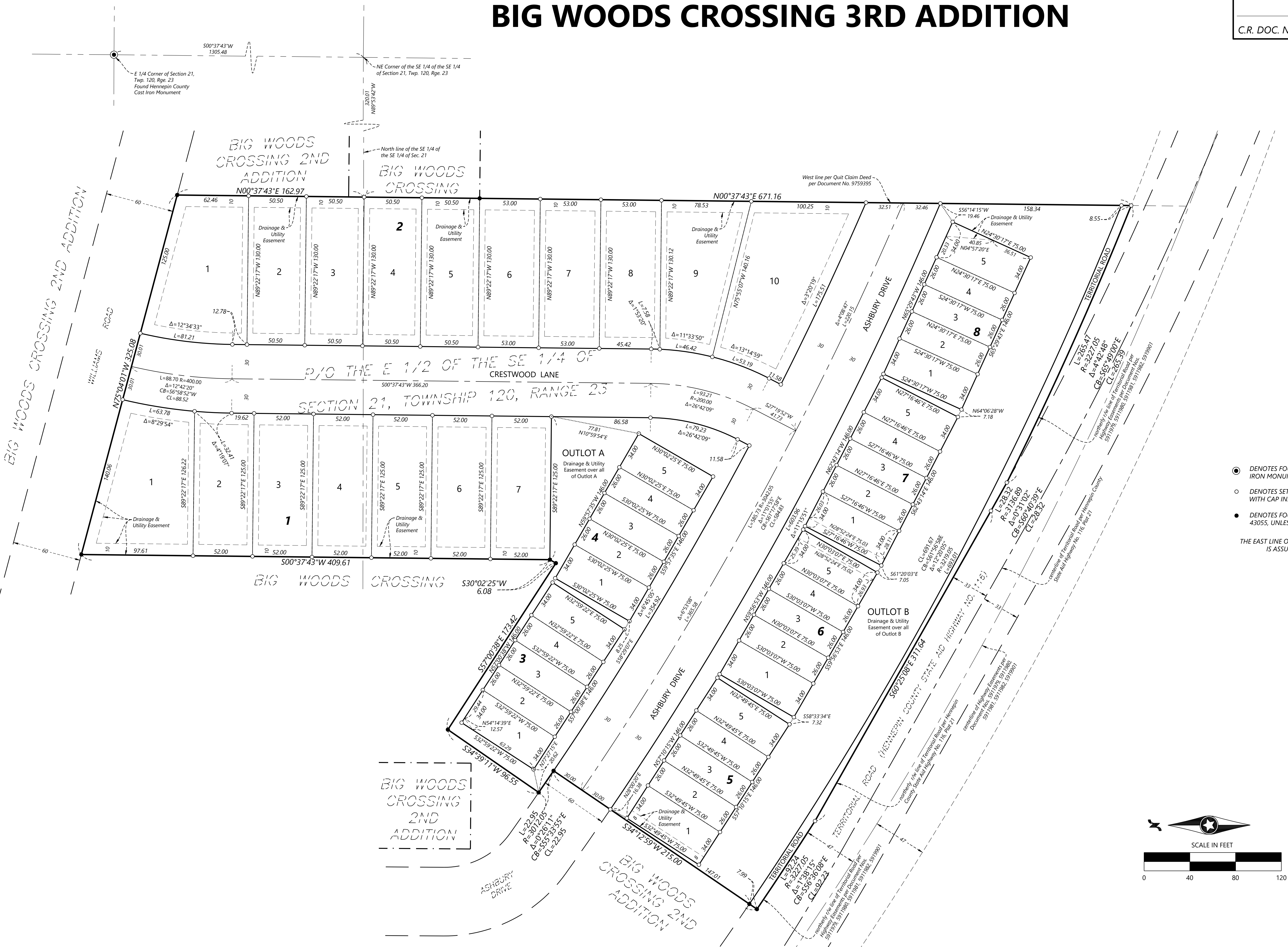
I hereby certify that the within plat of **BIG WOODS CROSSING 3RD ADDITION** was recorded in this office this _____ day of _____, 20_____, at ____ o'clock ____M.

Amber Bougie, County Recorder

By _____
Deputy

BIG WOODS CROSSING 3RD ADDITION

C.R. DOC. NO. _____



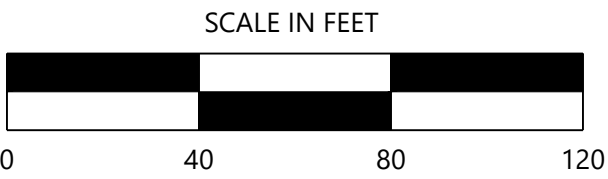
BIG WOODS CROSSING 3RD ADDITION

C.R. DOC. NO. _____



- DENOTES FOUND HENNEPIN COUNTY CAST IRON MONUMENT
- DENOTES SET 1/2 INCH BY 14 INCH REBAR WITH CAP INSCRIBED LICENSE NUMBER 53596
- DENOTES FOUND MONUMENT, LICENSE NUMBER 43055, UNLESS OTHERWISE NOTED ON PLAT

THE EAST LINE OF OUTLOT C, BIG WOODS CROSSING, IS ASSUMED TO BEAR N 00°37'43" E



CONSTRUCTION PLANS

FOR

SANITARY SEWER, WATERMAIN, STORM SEWER AND STREETS

FOR

BIG WOODS 3RD ADDITION

ROGERS, MN

PREPARED FOR:

FORESTAR GROUP

20860 KENBRIDGE CT
LAKEVILLE, MN 55044
CONTACT: STEPHEN GARDINER
PHONE: 612-581-8940
EMAIL: STEPHENGARDINER@FORESTAR.COM

PREPARED BY:

Westwood

Phone (952) 937-5150 12701 Whitewater Drive, Suite #300
Fax (952) 937-5822 Minnetonka, MN 55343
Toll Free (888) 937-5150 westwoodps.com

Westwood Professional Services, Inc.

PROJECT NUMBER: 0031278.03
CONTACT: CHRISTIAN H. FROEMKE



Vicinity Map
(NOT TO SCALE)

SHEET INDEX

Sheet List Table	
SHEET NUMBER	SHEET TITLE
01	COVER
02	OVERALL PLAN
03	SANITARY SEWER AND WATERMAIN PLAN
04	SANITARY SEWER AND WATERMAIN PLAN
05	SANITARY SEWER AND WATERMAIN PLAN
06	STORM SEWER AND STREET PLAN
07	STORM SEWER AND STREET PLAN
08	STORM SEWER AND STREET PLAN
09	TRAIL PLAN
10	TRAIL PLAN
11	STREET SIGNAGE & LIGHTING PLAN
12	INTERSECTION DETAIL
13	DETAILS
14	DETAILS
15	DETAILS
16	DETAILS

NO.	DATE	REVISION	SHEETS
	-	-	
	-	-	
	-	-	
	-	-	
	-	-	
	-	-	
	-	-	
	-	-	
	-	-	

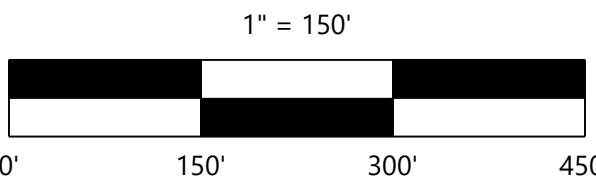
CONSTRUCTION PLANS
FOR
SANITARY SEWER, WATERMAIN, STORM
SEWER AND STREETS
FOR
BIG WOODS 3RD ADDITION
ROGERS, MN

INITIAL SUBMITTAL DATE: 09/27/24 SHEET: 01 OF 16

<u>EXISTING</u>		<u>PROPOSED</u>		
SAN				SANITARY SEWER
				STORM SEWER
DT				DRAIN TILE
WAT				WATER MAIN
WAT				HYDRANT

1. THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS PRIOR TO CONSTRUCTION AND NOTIFY THE OWNER OF ANY DIFFERENCES.
2. UNLESS OTHERWISE NOTED, ALL MATERIALS, CONST. TECHNIQUES AND TESTING SHALL CONFORM TO THE 2018 ED. OF THE "STANDARD UTILITIES SPECIFICATIONS FOR WATER MAIN AND SERVICE LINE INSTALLATION AND SANITARY SEWER AND STORM SEWER INSTALLATION BY THE CITY ENGINEERING ASSOCIATION OF MINN." AND TO THE "STANDARD SPECIFICATION FOR HIGHWAY CONSTRUCTION" MINN. DEPT. OF TRANS., 2020 EDITION AND SUPPLEMENTAL SPECIFICATIONS SEPTEMBER 2022. THE CONTRACTOR SHALL BE REQUIRED TO FOLLOW ALL PROCEDURES AS OUTLINED BY THE LOCAL AGENCY.
3. THE CONTRACTOR SHALL RECEIVE THE NECESSARY PERMITS FOR ALL WORK OUTSIDE OF THE PROPERTY LIMITS.
4. VERIFY EXISTING INVERT LOCATION & ELEVATION PRIOR TO BEGINNING CONSTRUCTION.
5. THE CONTRACTOR SHALL CONTACT "GOPHER STATE ONE CALL" FOR FOR UTILITY LOCATIONS PRIOR TO UTILITY INSTALLATION.

STORM SEWER CASTING SCHEDULE			
Structure			Casting Type
Number	Type	Dia.	
95	FES	15"	w/TRASHGUARD
99	FES	15"	w/TRASHGUARD
404	CBMH	48"	R-3067-VB
405	CB	2'x 3'	R-3067-V
700	FES	24"	w/TRASHGUARD
701	STMH	60"	R-1642-B
702	STMH	60"	R-1642-B
703	CBMH	48"	R-3067-VB
704	CB	2'x 3'	R-3067-V
705	STMH	60"	R-1642-B
706	CBMH	48"	R-3501-TL
707	CB	2'x 3'	R-3067-V
708	CBMH	48"	R-3067-VB
709	FES	18"	w/TRASHGUARD
1000	FES	24"	w/TRASHGUARD
1001	CBMH	48"	R-3501-TR
1002	CB	2'x 3'	R-3067-V
1003	CBMH	48"	R-3067-V
1005	STMH	48"	R-1642-B
1006	CBMH	18"	R-3067-VB
1007	CB	2'x 3'	R-3067-V



CONSTRUCTION PLANS

DESIGNED:	CHF	INITIAL ISSUE:	09/27/24
CHECKED:	CHF	REVISIONS:	
DRAWN:	JBS		-
HORIZONTAL SCALE:	150'		-
VERTICAL SCALE:	30' OR 15'		-
			-

PREPARED FOR:

FORESTAR GROUP

20860 KENBRIDGE CT
LAKEVILLE, MN 55044

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

CHRISTIAN H. FROEMKE

DATE: 09/27/24 LICENSE NO. 56208

BIG WOODS 3RD ADDITION

ROGERS, MN

Westwood

Phone	(952) 937-5150	12701 Whitewater Drive, Suite #300
Fax	(952) 937-5822	Minnetonka, MN 55343
Toll Free	(888) 937-5150	westwoodsps.com

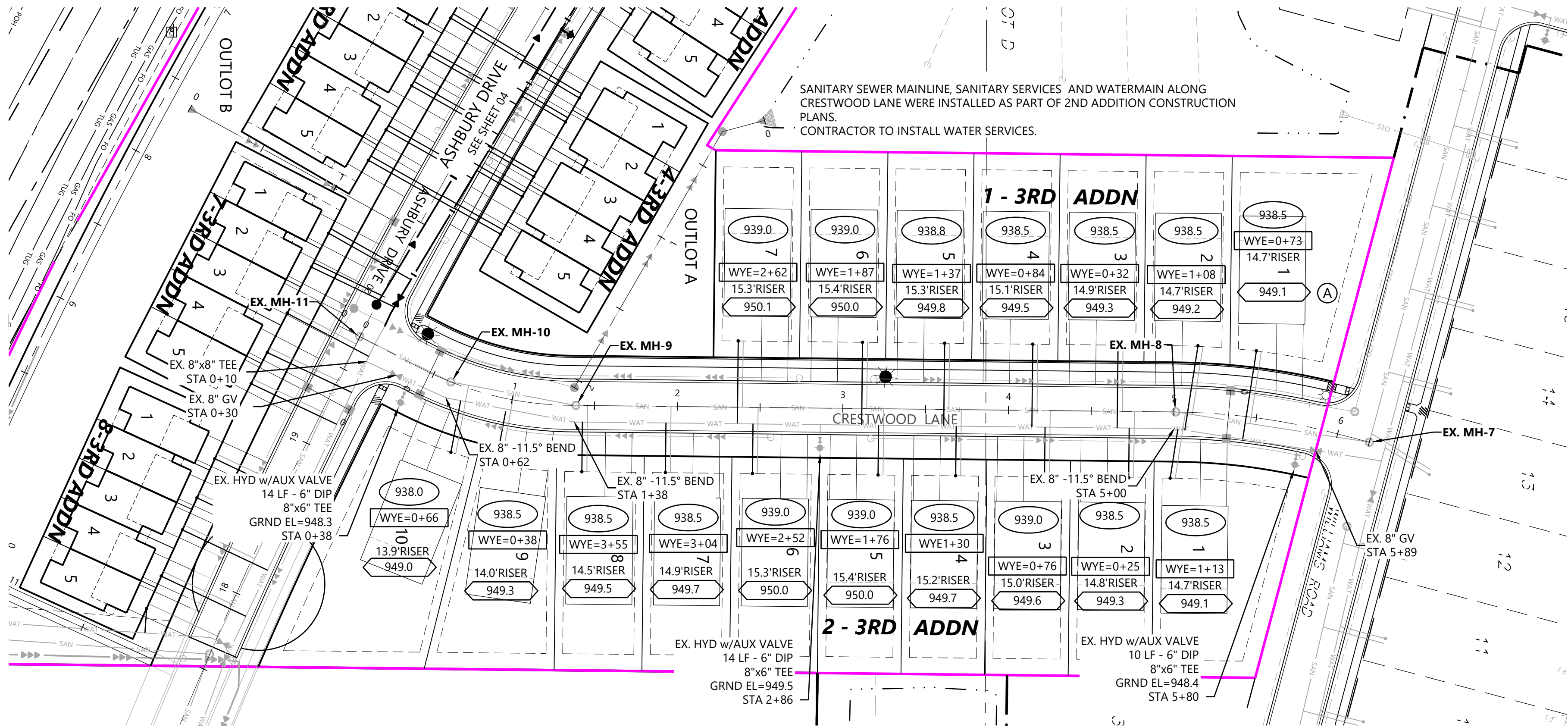
Westwood Professional Services, Inc.

OVERALL PLAN

PROJECT NUMBER: 0031278.03

SHEET NUMBER: 02 OF 16
DATE: 09/27/24

BIG WOODS 3RD ADDITION



Call 48 Hours before digging:
811 or call811.com
Common Ground Alliance

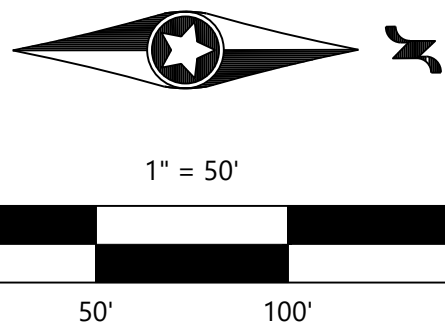
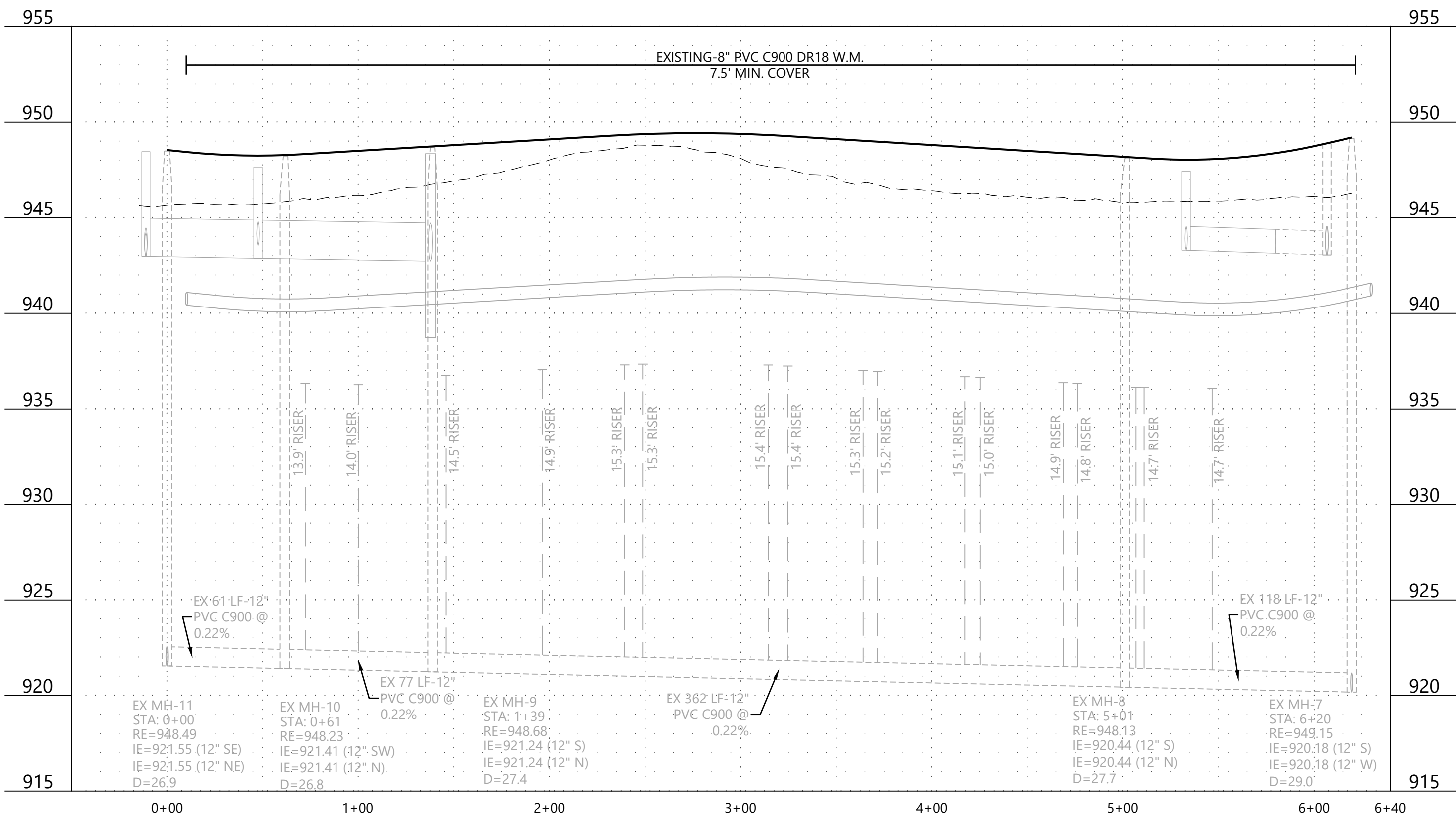
LEGEND

- XXXXX
SANITARY SEWER SERVICE
INVERT ELEVATION @ EASEMENT LINE
- WYE = X+XX
X.X' RISER
SANITARY SEWER SERVICE WYE LOCATION ON
MAIN LINE FROM DOWNSTREAM MANHOLE
- XXXXX
DENOTES ELEVATION OF THE TOP OF WATER
SERVICE STOP BOX
- (A)
WATER SERVICE TO THIS LOT SHALL BE
INSTALLED UNDER PROPOSED STORM SEWER
& SHALL MAINTAIN A MINIMUM VERTICAL
SEPARATION FROM STORM PIPE OF 2.0 FEET
- (B)
SANITARY SEWER SERVICE TO THIS LOT SHALL
BE INSTALLED UNDER PROPOSED STORM SEWER
- INSTALL RISER AT PROPERTY LINE

GENERAL NOTES

1. FLAG HYDRANTS.
2. EXTEND RODS ON DEEP VALVES.
3. ALL DROP MANHOLES TO BE CONSTRUCTED USING
OUTSIDE DROPS.
4. ALL SANITARY SEWER SERVICES AT C900 DR 18 SANITARY SEWER
MAIN USE 4"x12" DIP TEE AND 4" C900 DR 18 RISER.

CRESTWOOD LANE



CONSTRUCTION PLANS

DESIGNED: CHF
CHECKED: CHF
DRAWN: JBS
HORIZONTAL SCALE: 50.000001"
VERTICAL SCALE: 10' OR 5'

INITIAL ISSUE: 09/27/24
REVISIONS:
△
△
△
△
△

PREPARED FOR:

FORESTAR GROUP
20860 KENBRIDGE CT
LAKEVILLE, MN 55044

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

CHRISTIAN H. FROEMKE
DATE: 09/27/24 LICENSE NO. 56208

BIG WOODS 3RD ADDITION
ROGERS, MN

Westwood

Phone (952) 937-5150 12701 Whitewater Drive, Suite #300
Fax (952) 937-5822 Minneapolis, MN 55343
Toll Free (888) 937-5150 westwoodps.com
Westwood Professional Services, Inc.

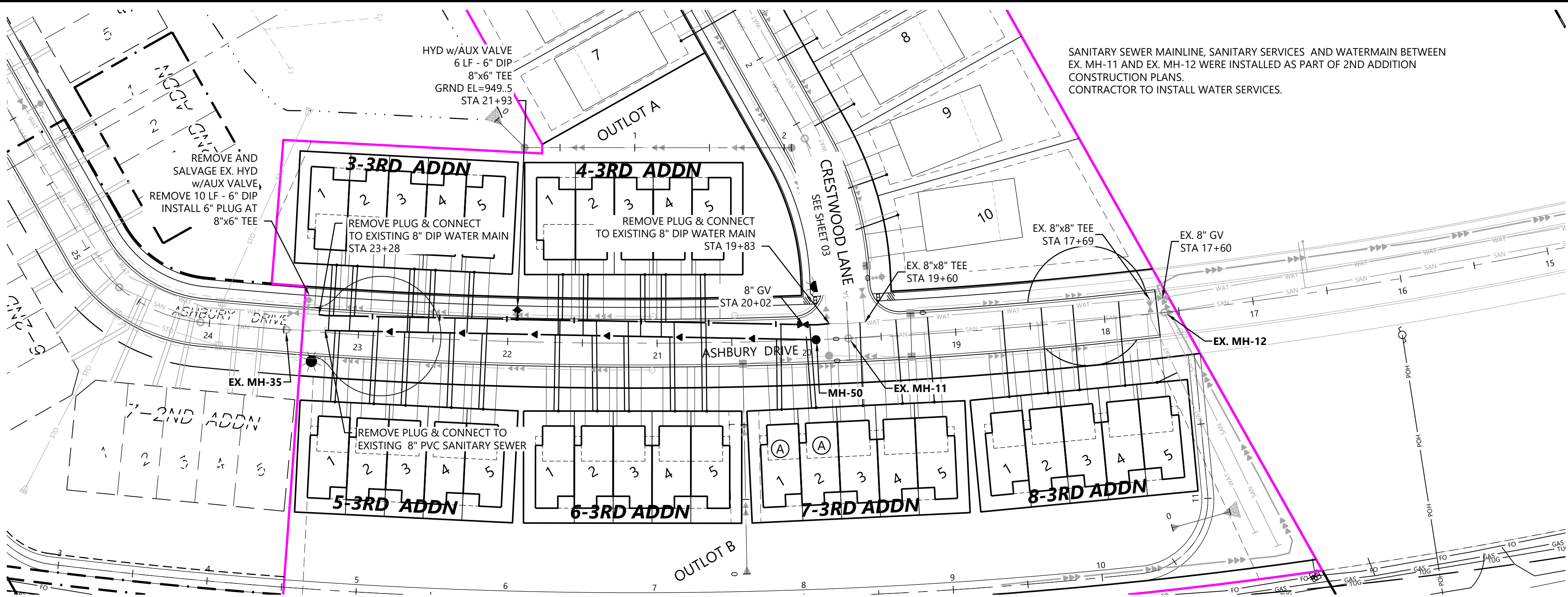
**SANITARY SEWER AND
WATERMAIN PLAN**

PROJECT NUMBER: 0031278.03

SHEET NUMBER:

03 OF **16**

DATE: 09/27/24



SANITARY SEWER MAINLINE, SANITARY SERVICES AND WATERMAIN BETWEEN EX. MH-11 AND EX. MH-12 WERE INSTALLED AS PART OF 2ND ADDITION CONSTRUCTION PLANS. CONTRACTOR TO INSTALL WATER SERVICES.

Call 48 Hours before digging:
811 or call811.com
Common Ground Alliance

LEGEND

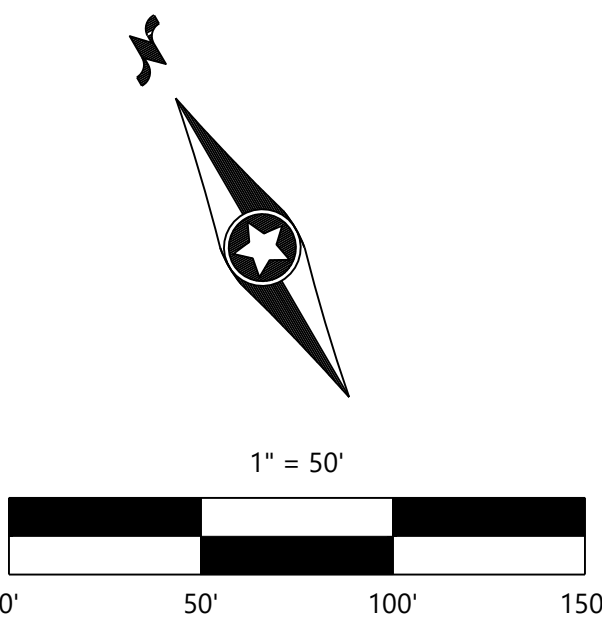
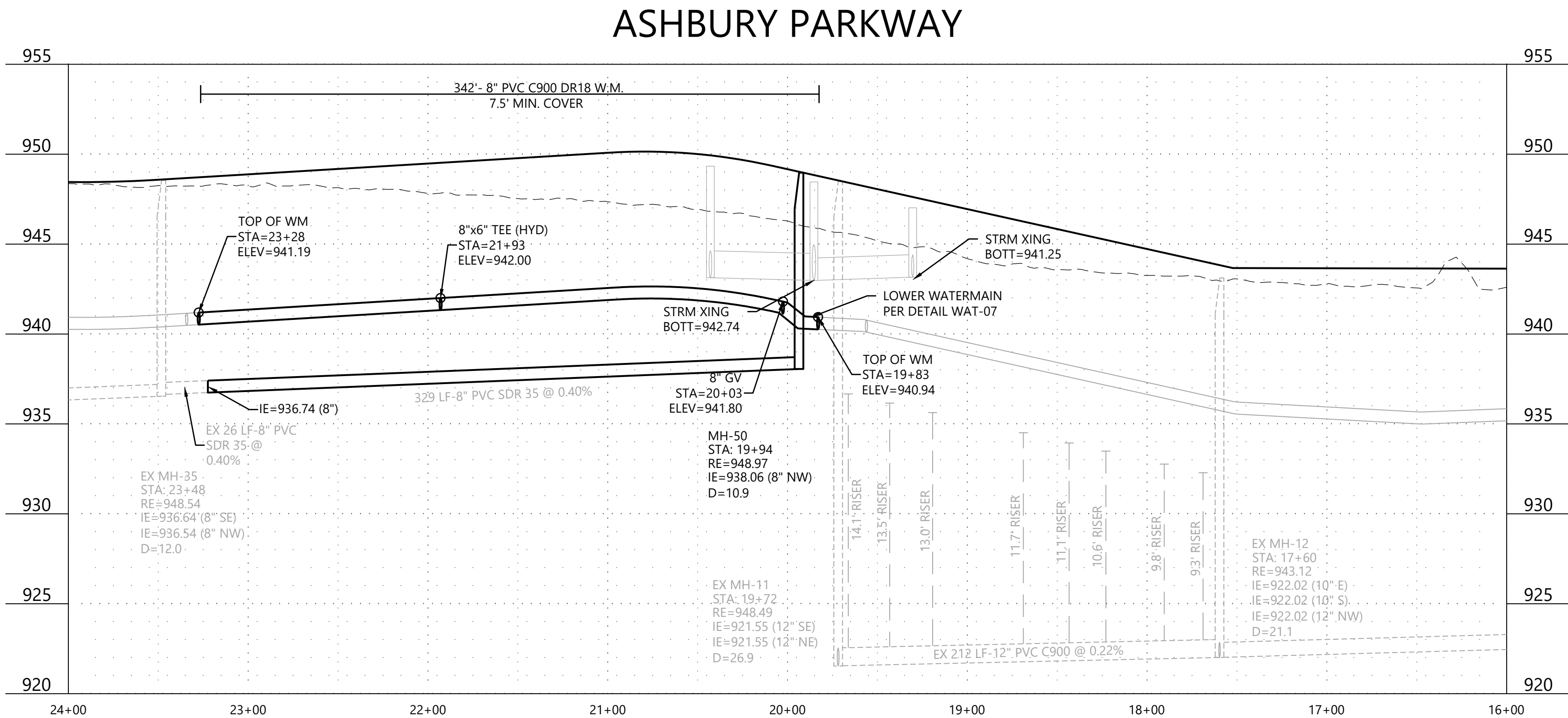
- XXXXX SANITARY SEWER SERVICE INVERT ELEVATION @ EASEMENT LINE
- WYE = X+XX SANITARY SEWER SERVICE WYE LOCATION ON MAIN LINE FROM DOWNSTREAM MANHOLE
- X.X RISER DENOTES ELEVATION OF THE TOP OF WATER SERVICE STOP BOX
- (A) WATER SERVICE TO THIS LOT SHALL BE INSTALLED UNDER PROPOSED STORM SEWER & SHALL MAINTAIN A MINIMUM VERTICAL SEPARATION FROM STORM PIPE OF 2.0 FEET
- (B) SANITARY SEWER SERVICE TO THIS LOT SHALL BE INSTALLED UNDER PROPOSED STORM SEWER - INSTALL RISER AT PROPERTY LINE

GENERAL NOTES

- FLAG HYDRANTS.
- EXTEND RODS ON DEEP VALVES.
- ALL DROP MANHOLES TO BE CONSTRUCTED USING OUTSIDE DROPS.
- ALL SANITARY SEWER SERVICES AT C900 DR 18 SANITARY SEWER MAIN USE 4"x12" DIP TEE AND 4" C900 DR 18 RISER.

BLK NO.	LOT NO.	WYE=X+XX	XXXXX	L (FT)	XXXXX	RISER (VF)
3	1	0+28	938.8	44	950.0	N/A
	2	0+42	938.8	44	950.1	N/A
	3	0+81	938.8	42	950.1	N/A
	4	0+95	938.8	42	950.2	N/A
	5	1+21	938.8	41	950.2	N/A
4	1	1+81	939.2	40	950.7	N/A
	2	1+99	939.2	41	950.8	N/A
	3	2+37	939.2	41	950.8	N/A
	4	2+51	939.2	42	950.8	N/A
	5	2+78	939.3	42	950.8	N/A
5	1	0+33	939.0	48	950.2	N/A
	2	0+58	939.0	48	950.3	N/A
	3	0+79	939.0	49	950.4	N/A
	4	1+09	939.0	50	950.4	N/A
	5	1+31	939.0	51	950.4	N/A
6	1	1+80	939.3	51	950.8	N/A
	2	2+05	939.3	51	950.9	N/A
	3	2+26	939.3	50	950.9	N/A
	4	2+57	939.4	50	950.9	N/A
	5	2+78	939.4	49	950.9	N/A
7	1	3+28	938.5	47	950.2 (A)	N/A
	2	3+48	938.5	46	950.0 (A)	N/A
	3	0+05	938.5	46	949.8	13.5
	4	0+30	937.0	46	948.4	13.0
	5	0+51	937.0	47	948.1	12.5
8	1	1+01	936.5	48	947.7	11.0
	2	1+27	935.5	47	947.0	10.5
	3	1+48	935.5	47	946.6	10.0
	4	1+79	934.2	47	946.0	9.5
	5	2+00	934.2	46	945.6	9.0

* INSTALLED AS PART OF 2ND ADDITION CONSTRUCTION PLANS



CONSTRUCTION PLANS

DESIGNED: CHF
CHECKED: CHF
DRAWN: JBS
HORIZONTAL SCALE: 50.000031"
VERTICAL SCALE: 10' OR 5'

INITIAL ISSUE: 09/27/24
REVISIONS:
△
△
△
△
△

PREPARED FOR:

FORESTAR GROUP
20860 KENBRIDGE CT
LAKEVILLE, MN 55044

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

CHRISTIAN H. FROEMKE
DATE: 09/27/24 LICENSE NO. 56208

BIG WOODS 3RD ADDITION
ROGERS, MN

Westwood

Phone (952) 937-5150 12701 Whitewater Drive, Suite #300
Fax (952) 937-5822 Minnetonka, MN 55343
Toll Free (888) 937-5150 westwoodps.com
Westwood Professional Services, Inc.

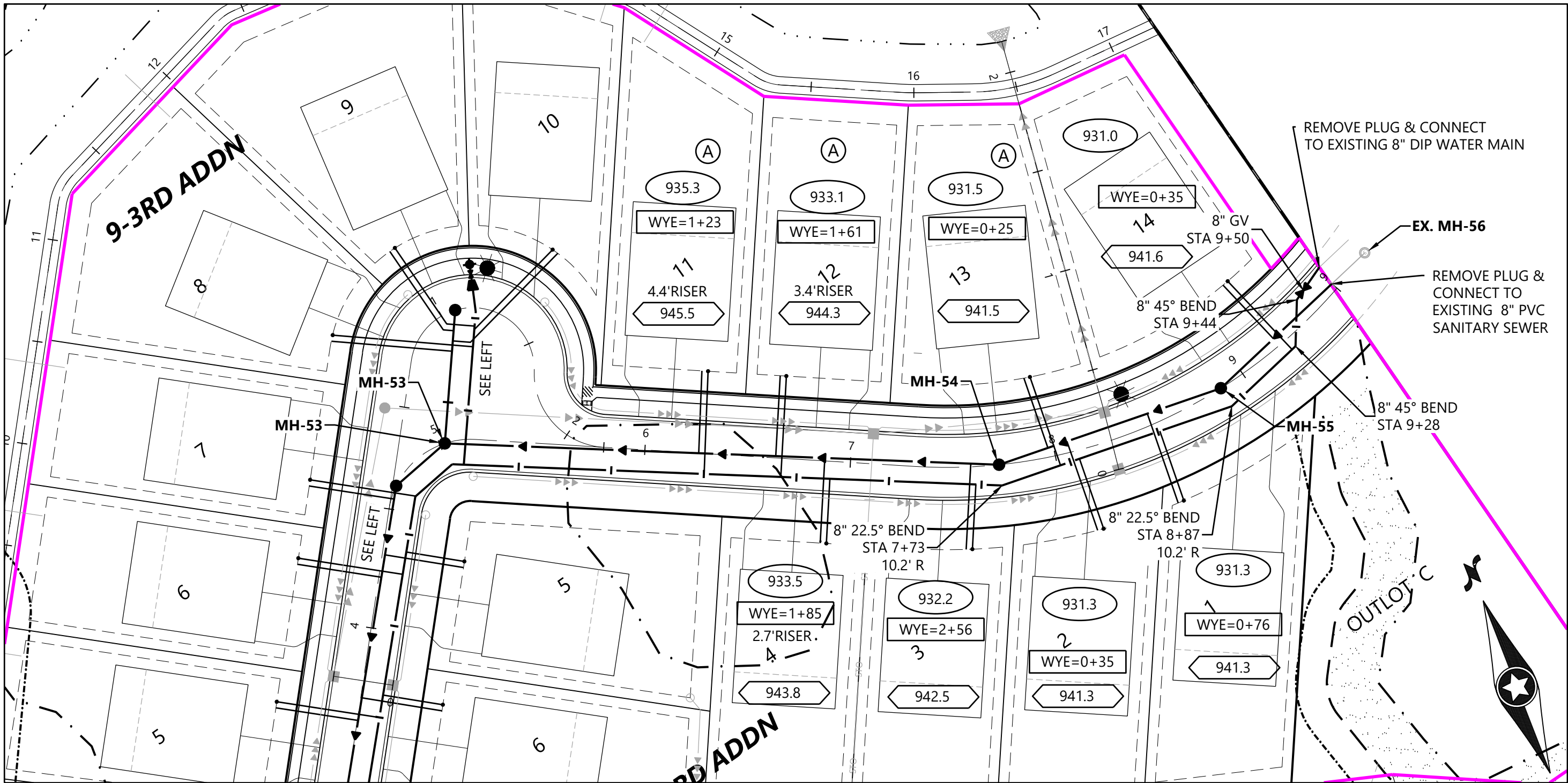
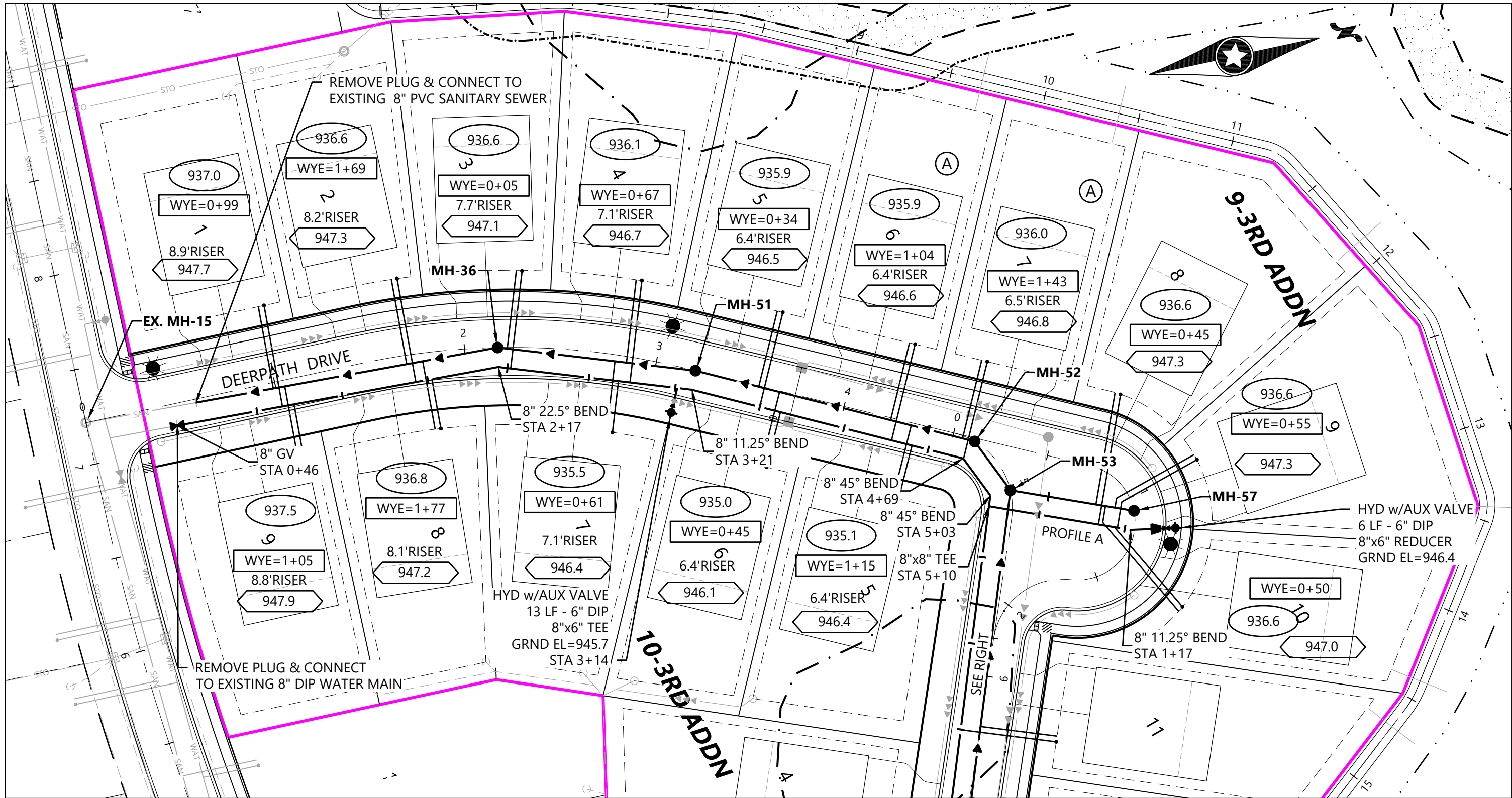
SANITARY SEWER AND
WATERMAIN PLAN

PROJECT NUMBER: 0031278.03

SHEET NUMBER:

04 OF **16**

DATE: 09/27/24



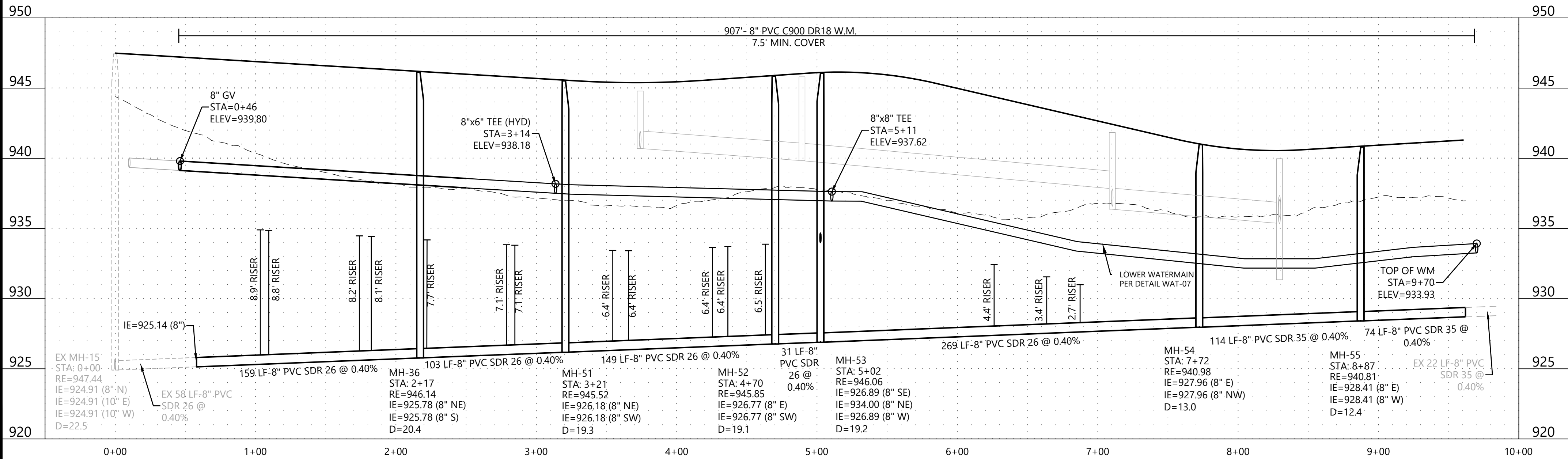
LEGEND

- XXX.X SANITARY SEWER SERVICE INVERT ELEVATION @ EASEMENT LINE
- WYE = X+XX X.X' RISER
- XXX.X DENOTES ELEVATION OF THE TOP OF WATER SERVICE STOP BOX
- (A) WATER SERVICE TO THIS LOT SHALL BE INSTALLED UNDER PROPOSED STORM SEWER & SHALL MAINTAIN A MINIMUM VERTICAL SEPARATION FROM STORM PIPE OF 2.0 FEET
- (B) SANITARY SEWER SERVICE TO THIS LOT SHALL BE INSTALLED UNDER PROPOSED STORM SEWER - INSTALL RISER AT PROPERTY LINE

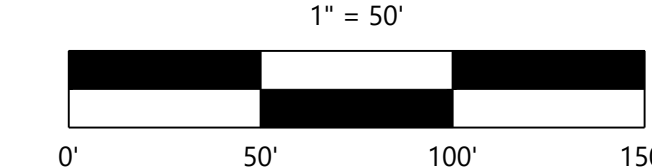
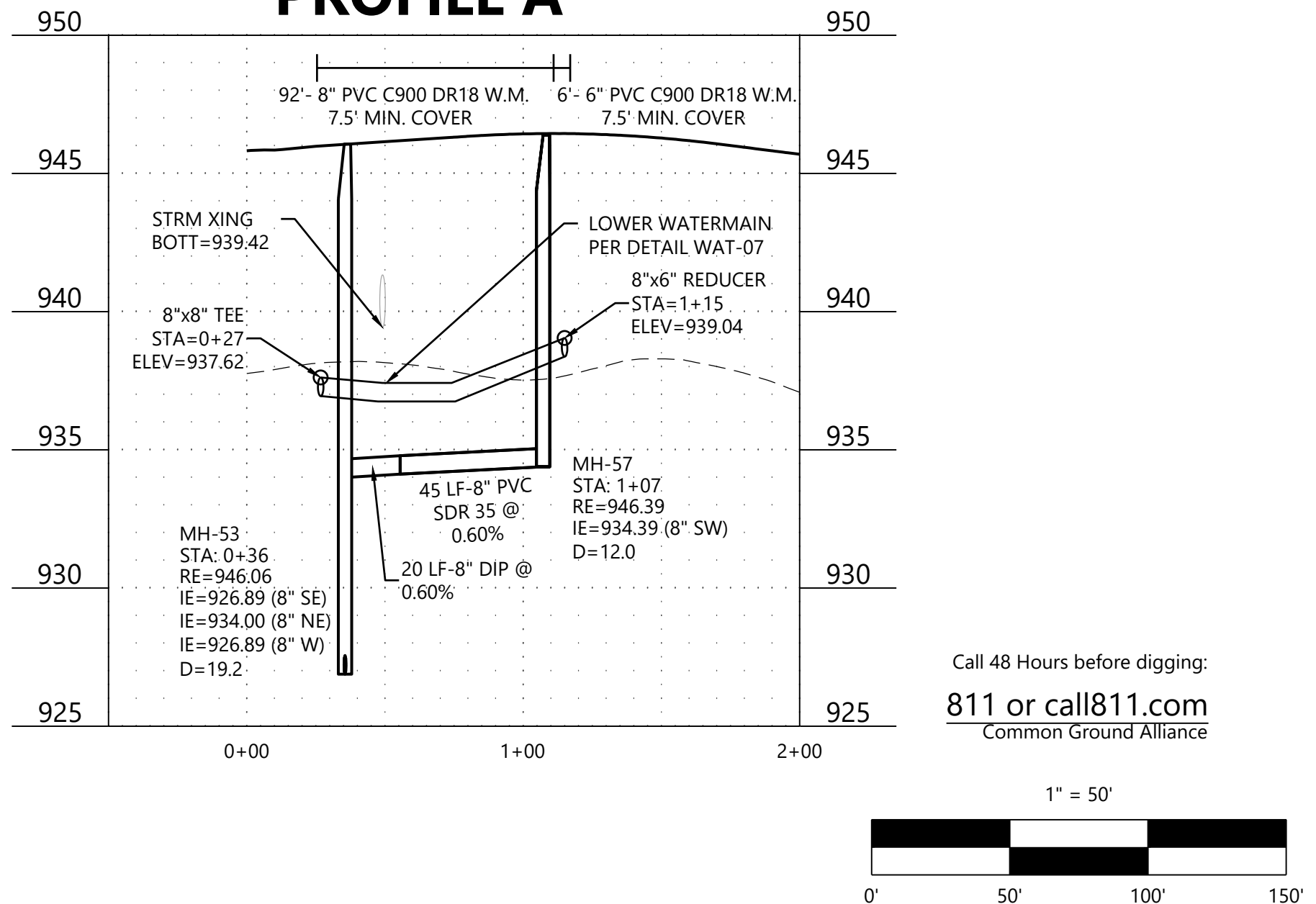
GENERAL NOTES

- FLAG HYDRANTS.
- EXTEND RODS ON DEEP VALVES.
- ALL DROP MANHOLES TO BE CONSTRUCTED USING OUTSIDE DROPS.
- ALL SANITARY SEWER SERVICES AT C900 DR 18 SANITARY SEWER MAIN USE 4"x12" DIP TEE AND 4" C900 DR 18 RISER.

DEERPATH DRIVE



PROFILE A



CONSTRUCTION PLANS

DESIGNED: CHF

CHECKED: CHF

DRAWN: JBS

HORIZONTAL SCALE: 50'

VERTICAL SCALE: 10' OR 5'

INITIAL ISSUE: 09/27/24

REVISIONS:

△

△

△

△

△

PREPARED FOR:

FORESTAR GROUP

20860 KENBRIDGE CT

LAKEVILLE, MN 55044

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

CHRISTIAN H. FROEMKE

DATE: 09/27/24 LICENSE NO. 56208

BIG WOODS 3RD ADDITION

ROGERS, MN

Westwood

Phone (952) 937-5150 Fax (952) 937-5822 Toll Free (888) 937-5150 12701 Whitewater Drive, Suite #300 Minnetonka, MN 55343 westwoodps.com Westwood Professional Services, Inc.

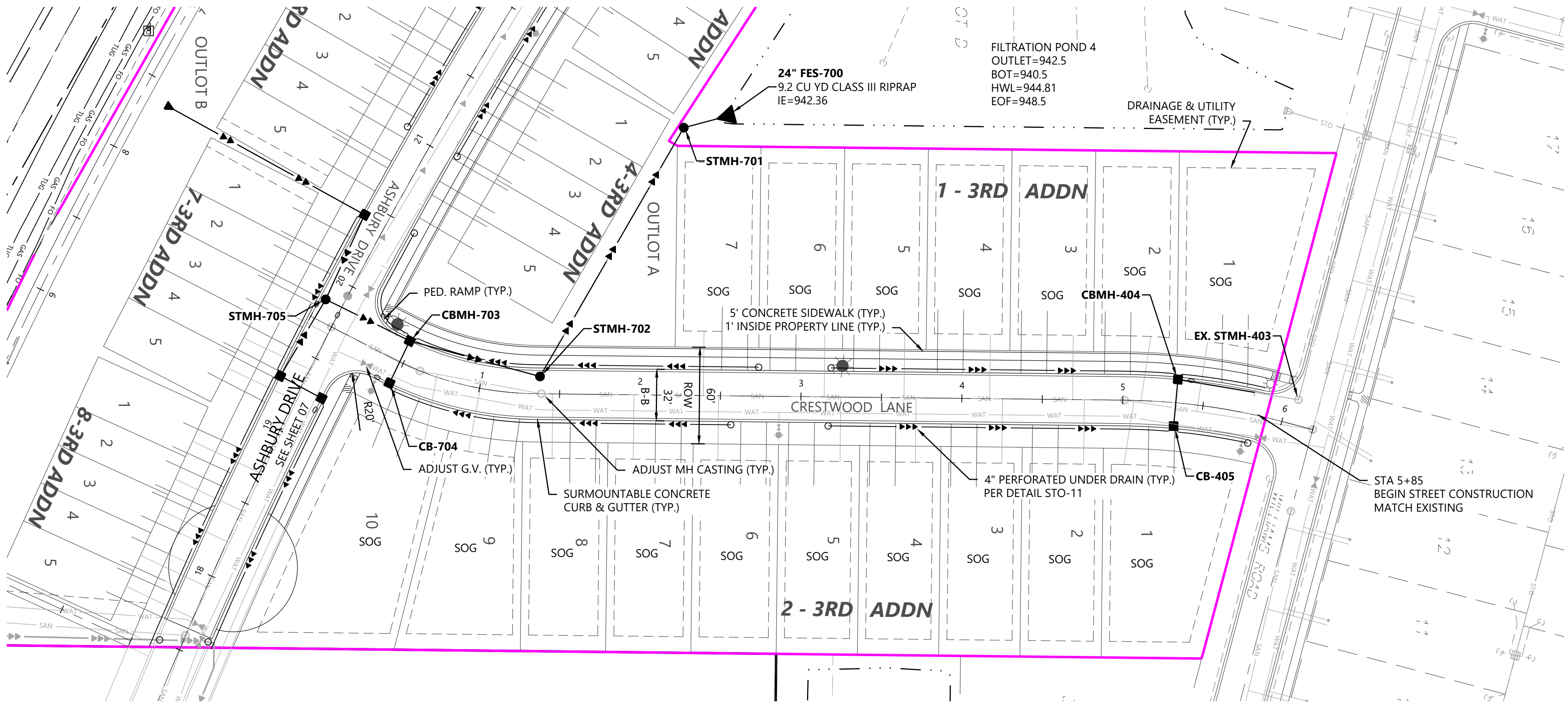
SHEET NUMBER:

05 OF 16

DATE: 09/27/24

PROJECT NUMBER: 0031278.03

Page 242 of 520



Call 48 Hours before digging:
811 or call811.com
Common Ground Alliance

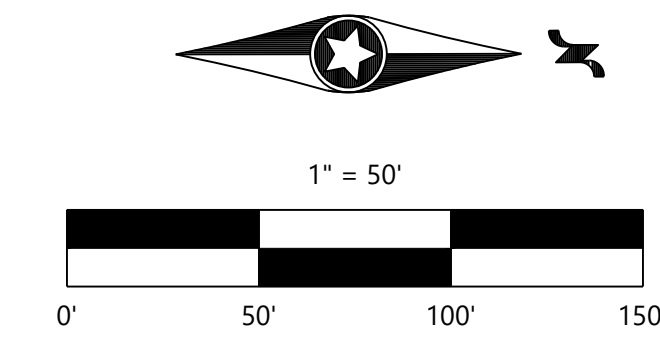
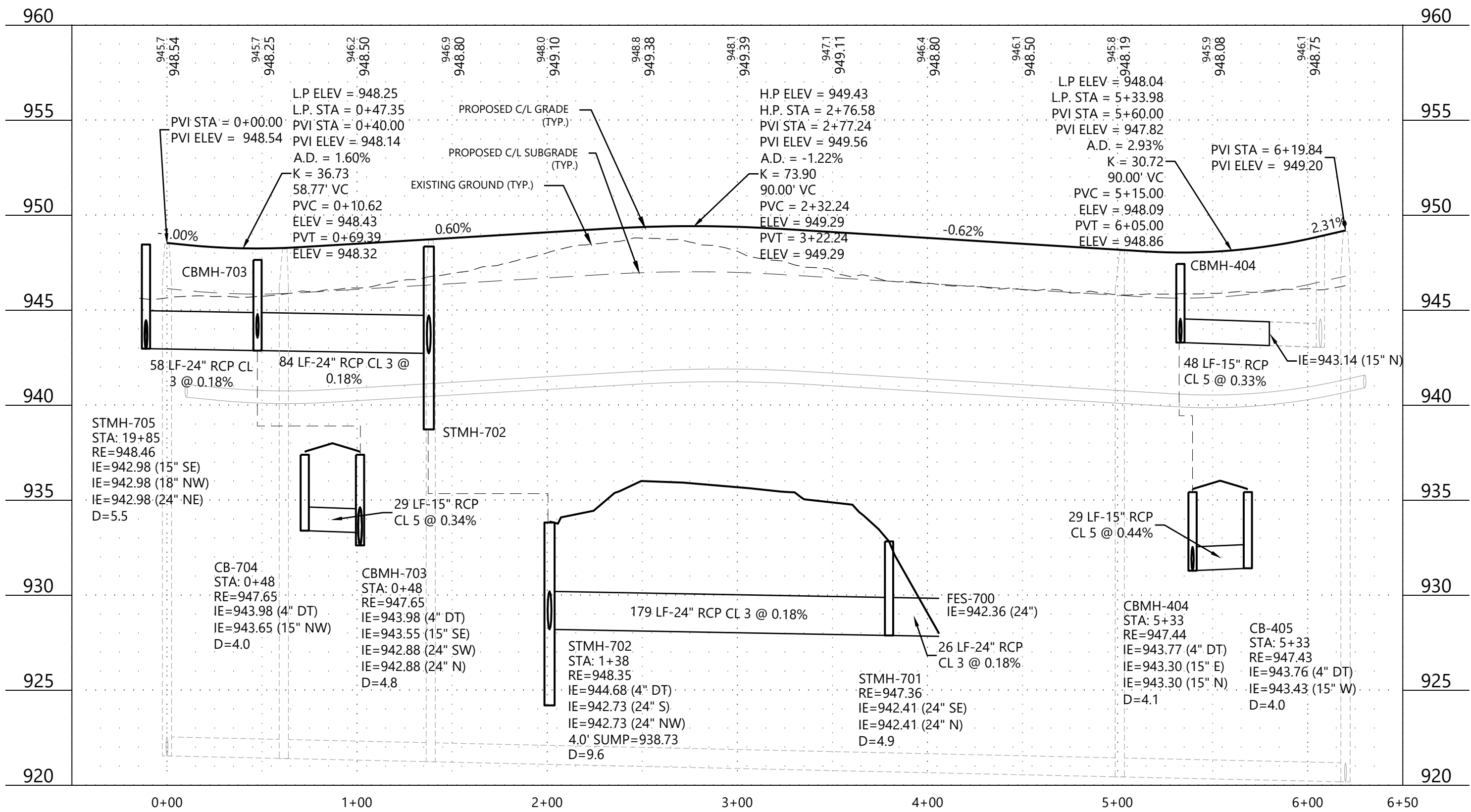
LEGEND

EXISTING	PROPOSED	
900.00	900.00	GUTTER ELEVATION
		STORM SEWER
		DRAINTILE AND CO

GENERAL NOTES

- RADIUS TO BE R618 CURB & GUTTER WITH 10' TRANSITIONS FROM SURMOUNTABLE CURB & GUTTER.
- ALL RCP SHALL BE CLASS V, UNLESS OTHERWISE NOTED.
- ALL CATCH BASIN CASTINGS IN CURB SHALL BE SUMPED 0.15 FEET. MANHOLE CASTINGS IN PAVED AREAS SHALL BE SUMPED 0.05 FEET. RIM ELEVATIONS SHOWN ON THE PROFILES REFLECT THE SUMPED ELEVATIONS.
- THE CONTRACTOR SHALL RECEIVE THE NECESSARY PERMITS FOR ALL WORK OUTSIDE OF THE PROPERTY LIMITS.
- VERIFY EXISTING INVERT LOCATION & ELEVATION PRIOR TO BEGINNING CONSTRUCTION.
- THE CONTRACTOR SHALL CONTACT "GOPHER STATE ONE CALL" FOR FOR UTILITY LOCATIONS PRIOR TO UTILITY INSTALLATION.

CRESTWOOD LANE



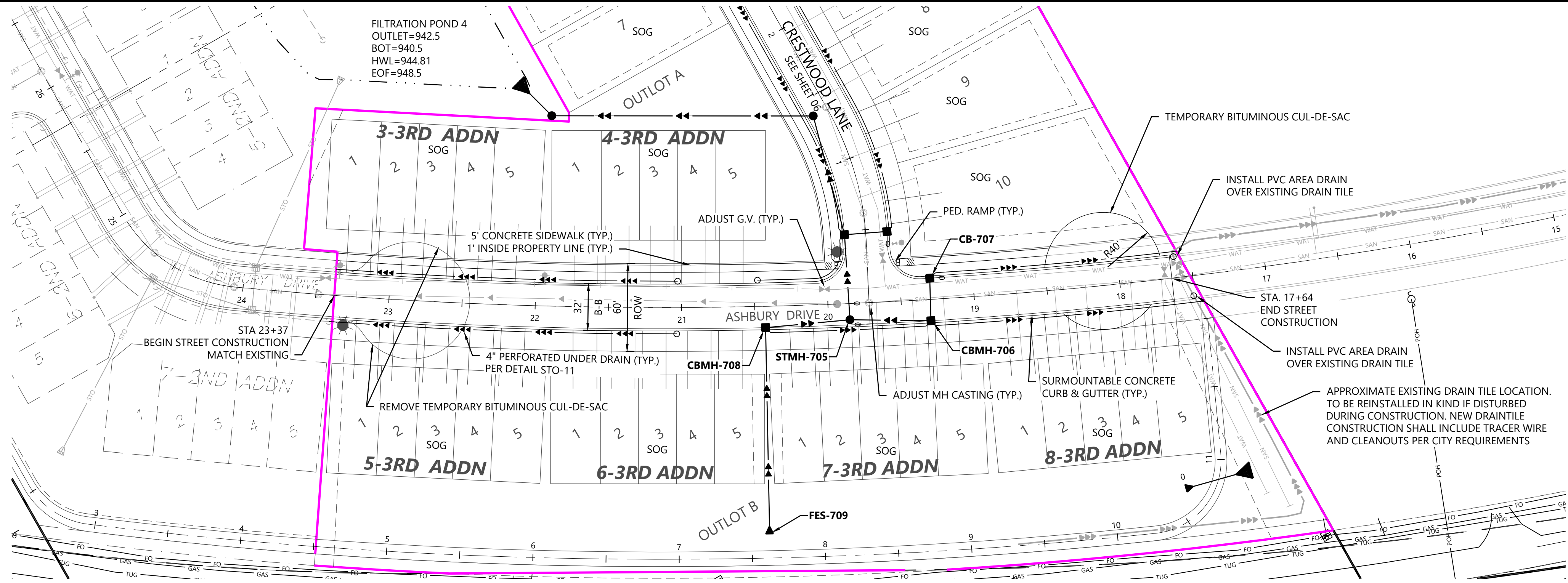
CONSTRUCTION PLANS

N:\0031278.03 DWG\CIVIL\FINAL\0031278.03C-ST01.DWG

BIG WOODS 3RD ADDITION

DESIGNED: CHF
CHECKED: CHF
DRAWN: JBS
HORIZONTAL SCALE: 50.000001"
VERTICAL SCALE: 10' OR 5'

INITIAL ISSUE: 09/27/24
REVISIONS:
1.
2.
3.
4.
5.
6.
7.
8.
9.
10.
11.
12.
13.
14.
15.
16.
17.
18.
19.
20.
21.
22.
23.
24.
25.
26.
27.
28.
29.
30.
31.
32.
33.
34.
35.
36.
37.
38.
39.
40.
41.
42.
43.
44.
45.
46.
47.
48.
49.
50.
51.
52.
53.
54.
55.
56.
57.
58.
59.
60.
61.
62.
63.
64.
65.
66.
67.
68.
69.
70.
71.
72.
73.
74.
75.
76.
77.
78.
79.
80.
81.
82.
83.
84.
85.
86.
87.
88.
89.
90.
91.
92.
93.
94.
95.
96.
97.
98.
99.
100.
101.
102.
103.
104.
105.
106.
107.
108.
109.
110.
111.
112.
113.
114.
115.
116.
117.
118.
119.
120.
121.
122.
123.
124.
125.
126.
127.
128.
129.
130.
131.
132.
133.
134.
135.
136.
137.
138.
139.
140.
141.
142.
143.
144.
145.
146.
147.
148.
149.
150.
151.
152.
153.
154.
155.
156.
157.
158.
159.
160.
161.
162.
163.
164.
165.
166.
167.
168.
169.
170.
171.
172.
173.
174.
175.
176.
177.
178.
179.
180.
181.
182.
183.
184.
185.
186.
187.
188.
189.
190.
191.
192.
193.
194.
195.
196.
197.
198.
199.
200.
201.
202.
203.
204.
205.
206.
207.
208.
209.
210.
211.
212.
213.
214.
215.
216.
217.
218.
219.
220.
221.
222.
223.
224.
225.
226.
227.
228.
229.
230.
231.
232.
233.
234.
235.
236.
237.
238.
239.
240.
241.
242.
243.
244.
245.
246.
247.
248.
249.
250.
251.
252.
253.
254.
255.
256.
257.
258.
259.
260.
261.
262.
263.
264.
265.
266.
267.
268.
269.
270.
271.
272.
273.
274.
275.
276.
277.
278.
279.
280.
281.
282.
283.
284.
285.
286.
287.
288.
289.
290.
291.
292.
293.
294.
295.
296.
297.
298.
299.
300.
301.
302.
303.
304.
305.
306.
307.
308.
309.
310.
311.
312.
313.
314.
315.
316.
317.
318.
319.
320.
321.
322.
323.
324.
325.
326.
327.
328.
329.
330.
331.
332.
333.
334.
335.
336.
337.
338.
339.
340.
341.
342.
343.
344.
345.
346.
347.
348.
349.
350.
351.
352.
353.
354.
355.
356.
357.
358.
359.
360.
361.
362.
363.
364.
365.
366.
367.
368.
369.
370.
371.
372.
373.
374.
375.
376.
377.
378.
379.
380.
381.
382.
383.
384.
385.
386.
387.
388.
389.
390.
391.
392.
393.
394.
395.
396.
397.
398.
399.
400.
401.
402.
403.
404.
405.
406.
407.
408.
409.
410.
411.
412.
413.
414.
415.
416.
417.
418.
419.
420.
421.
422.
423.
424.
425.
426.
427.
428.
429.
430.
431.
432.
433.
434.
435.
436.
437.
438.
439.
440.
441.
442.
443.
444.
445.
446.
447.
448.
449.
450.
451.
452.
453.
454.
455.
456.
457.
458.
459.
460.
461.
462.
463.
464.
465.
466.
467.
468.
469.
470.
471.
472.
473.
474.
475.
476.
477.
478.
479.
480.
481.
482.
483.
484.
485.
486.
487.
488.
489.
490.
491.
492.
493.
494.
495.
496.
497.
498.
499.
500.
501.
502.
503.
504.
505.
506.
507.
508.
509.
510.
511.
512.
513.
514.
515.
516.
517.
518.
519.
520.
521.
522.
523.
524.
525.
526.
527.
528.
529.
530.
531.
532.
533.
534.
535.
536.
537.
538.
539.
540.
541.
542.
543.
544.
545.
546.
547.
548.
549.
550.
551.
552.
553.
554.
555.
556.
557.
558.
559.
560.
561.
562.
563.
564.
565.
566.
567.
568.
569.
570.
571.
572.
573.
574.
575.
576.
577.
578.
579.
580.
581.
582.
583.
584.
585.
586.
587.
588.
589.
590.
591.
592.
593.
594.
595.
596.
597.
598.
599.
600.
601.
602.
603.
604.
605.
606.
607.
608.
609.
610.
611.
612.
613.
614.
615.
616.
617.
618.
619.
620.
621.
622.
623.
624.
625.
626.
627.
628.
629.
630.
631.
632.
633.
634.
635.
636.
637.
638.
639.
640.
641.
642.
643.
644.
645.
646.
647.
648.
649.
650.
651.
652.
653.
654.
655.
656.
657.
658.
659.
660.
661.
662.
663.
664.
665.
666.
667.
668.
669.
670.
671.
672.
673.
674.
675.
676.
677.
678.
679.
680.
681.
682.
683.
684.
685.
686.
687.
688.
689.
690.
691.
692.
693.
694.
695.
696.
697.
698.
699.
700.
701.
702.
703.
704.
705.
706.
707.
708.
709.
710.
711.
712.
713.
714.
715.
716.
717.
718.
719.
720.
721.
722.
723.
724.
725.
726.
727.
728.
729.
730.
731.
732.
733.
734.
735.
736.
737.
738.
739.
740.
741.
742.
743.
744.
745.
746.
747.
748.
749.
750.
751.
752.
753.
754.
755.
756.
757.
758.
759.
760.
761.
762.
763.
764.
765.
766.
767.
768.
769.
770.
771.
772.
773.
774.
775.
776.
777.
778.
779.
780.
781.
782.
783.
784.
785.
786.
787.
788.
789.
790.
791.
792.
793.
794.
795.
796.
797.
798.
799.
800.
801.
802.
803.
804.
805.
806.
807.
808.
809.
810.
811.
812.
813.
814.
815.
816.
817.
818.
819.
820.
821.
822.
823.
824.
825.
826.
827.
828.
829.
830.
831.
832.
833.
834.
835.
836.
837.
838.
839.
840.
841.
842.
843.
844.
845.
846.
847.
848.
849.
850.
851.
852.
853.
854.
855.
856.
857.
858.
859.
860.
861.
862.
863.
864.
865.
866.
867.
868.
869.
870.
871.
872.
873.
874.
875.
876.
877.
878.
879.
880.
881.
882.
883.
884.
885.
886.
887.
888.
889.
890.
891.
892.
893.
894.
895.
896.
897.
898.
899.
900.
901.
902.
903.
904.
905.
906.
907.
908.
909.
910.
911.
912.
913.
914.
915.
916.
917.
918.
919.
920.
921.
922.
923.
924.
925.
926.
927.
928.
929.
930.
931.
932.
933.
934.
935.
936.
937.
938.
939.
940.
941.
942.
943.
944.
945.
946.
947.
948.
949.
950.
951.
952.
953.
954.
955.
956.
957.
958.
959.
960.
961.
962.
963.
964.
965.
966.
967.
968.
969.
970.
971.
972.
973.
974.
975.
976.
977.
978.
979.
980.
981.
982.
983.
984.
985.
986.
987.
988.
989.
990.
991.
992.
993.
994.
995.
996.
997.
998.
999.
1000.
1001.
1002.
1003.
1004.
1005.
1006.
1007.
1008.
1009.
1010.
1011.
1012.
1013.
1014.
1015.
1016.
1017.
1018.
1019.
1020.
1021.
1022.
1023.
1024.
1025.
1026.
1027.
1028.
1029.
1030.
1031.
1032.
1033.
1034.
1035.
1036.
1037.
1038.
1039.
1040.
1041.
1042.
1043.
1044.
1045.
1046.
1047.
1048.
1049.
1050.
1051.
1052.
1053.
1054.
1055.
1056.
1057.
1058.
1059.
1060.
1061.
1062.
1063.
1064.
1065.
1066.
1067.
1068.
1069.
1070.
1071.
1072.
1073.
1074.
1075.
1076.
1077.
1078.
1079.
1080.
1081.
1082.
1083.
1084.
1085.
1086.
1087.
1088.
1089.
1090.
1091.
1092.
1093.
1094.
1095.
1096.
1097.
1098.
1099.
1100.
1101.
1102.
1103.
1104.
1105.
1106.
1107.
1108.
1109.
1110.
1111.
1112.
1113.
1114.
1115.
1116.
1117.
1118.
1119.
1120.
1121.
1122.
1123.
1124.
1125.
1126.
1127.
1128.
1129.
1130.
1131.
1132.
1133.
1134.
1135.
1136.
1137.
1138.
1139.
1140.
1141.
1142.
1143.
1144.
1145.
1146.
1147.
1148.
1149.
1150.
1151.
1152.
1153.
1154.
1155.
1156.
1157.
1158.
1159.
1160.
1161.
1162.
1163.
1164.
1165.
1166.
1167.
1168.
1169.
1170.
1171.
1172.
1173.
1174.
1175.
1176.
1177.
1178.
1179.
1180.
1181.
1182.
1183.
1184.
1185.
1186.
1187.
1188.
1189.
1190.
1191.
1192.
1193.
1194.
1195.
1196.
1197.
1198.
1199.
1200.
1201.
1202.
1203.
1204.
1205.
1206.
1207.
1208.
1209.
1210.
1211.
1212.
1213.
1214.
1215.
1216.
1217.
1218.
1219.
1220.
1221.
1222.
1223.
1224.
1225.
1226.
1227.
1228.
1229.
1230.
1231.
1232.
1233.
1234.
1235.
1236.
1237.
1238.
1239.
1240.
1241.
1242.
1243.
1244.
1245.
1246.
1247.
1248.
1249.
1250.
1251.
1252.
1253.
1254.
1255.
1256.
1257.
1258.
1259.
1260.
1261.
1262.
1263.
1264.
1265.
1266.
1267.
1268.
1269.
1270.
1271.
1272.
1273.
1274.
1275.
1276.
1277.
1278.
1279.
1280.
1281.
1282.
1283.
1284.
1285.
1286.
1287.
1288.
1289.
1290.
1291.
1292.
1293.
1294.
1295.
1296.
1297.
1298.
1299.
1300.
1301.
1302.
1303.
1304.
1305.
1306.
1307.
1308.
1309.
1310.
1311.
1312.
1313.
1314.
1315.
1316.
1317.
1318.
1319.
1320.
1321.
1322.
1323.
1324.
1325.
1326.
1327.
1328.
1329.
1330.
1331.
1332.
1333.
1334.
1335.
1336.
1337.
1338.
1339.
1340.
1341.
1342.
1343.
1344.
1345.
1346.
1347.
1348.
1349.
1350.
1351.
1352.
1353.
1354.
1355.
1356.
1357.
1358.
1359.
1360.
1361.
1362.
1363.
1364.
1365.
1366.
1367.
1368.
1369.
1370.
1371.
1372.
1373.
1374.
1375.
1376.
1377.
1378.
1379.
1380.
1381.
1382.
1383.
1384.
1385.
1386.
1387.
1388.
1389.
1390.
1391.
1392.
1393.
1394.
1395.
1396.
1397.
1398.
1399.
1400.
1401.
1402.
1403.
1404.
1405.
1406.
1407.
1408.
1409.
1410.
1411.
1412.
1413.
1414.
1415.
1416.
1417.
1418.
1419.
1420.
1421.
1422.
1423.
1424.
1425.
1426.
1427.
1428.
1429.
1430.
1431.
1432.
1433.
1434.
1435.
1436.
1437.
1438.
1439.
1440.
1441.
1442.
1443.
1444.
1445.
1446.
1447.
1448.
1449.
1450.
1451.
1452.
1453.
1454.
1455.
1456.
1457.
1458.
1459.
1460.
1461.
1462.
1463.
1464.
1465.
1466.
1467.
1468.
1469.
1470.
1471.
1472.
1473.
1474.
1475.
1476.
1477.
1478.
1479.
1480.
1481.
1482.
1483.
1484.
1485.
148



Call 48 Hours before digging:
811 or call811.com
Common Ground Alliance

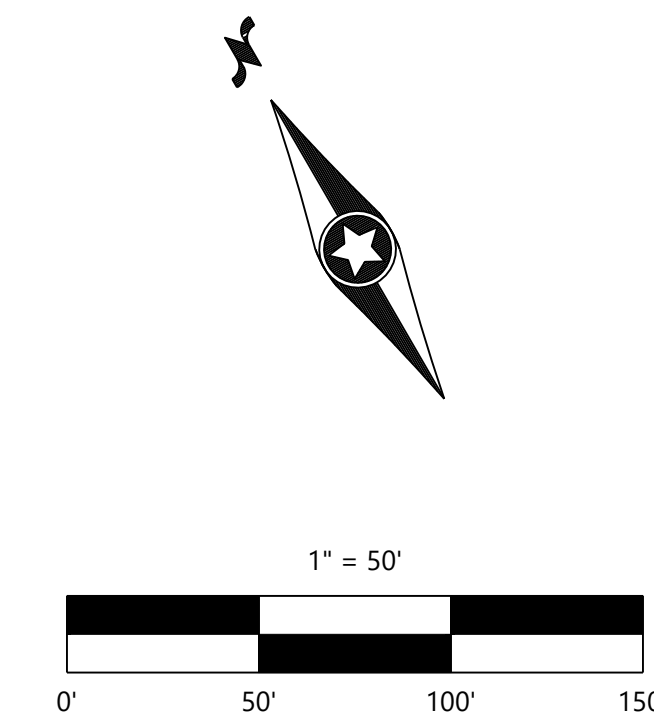
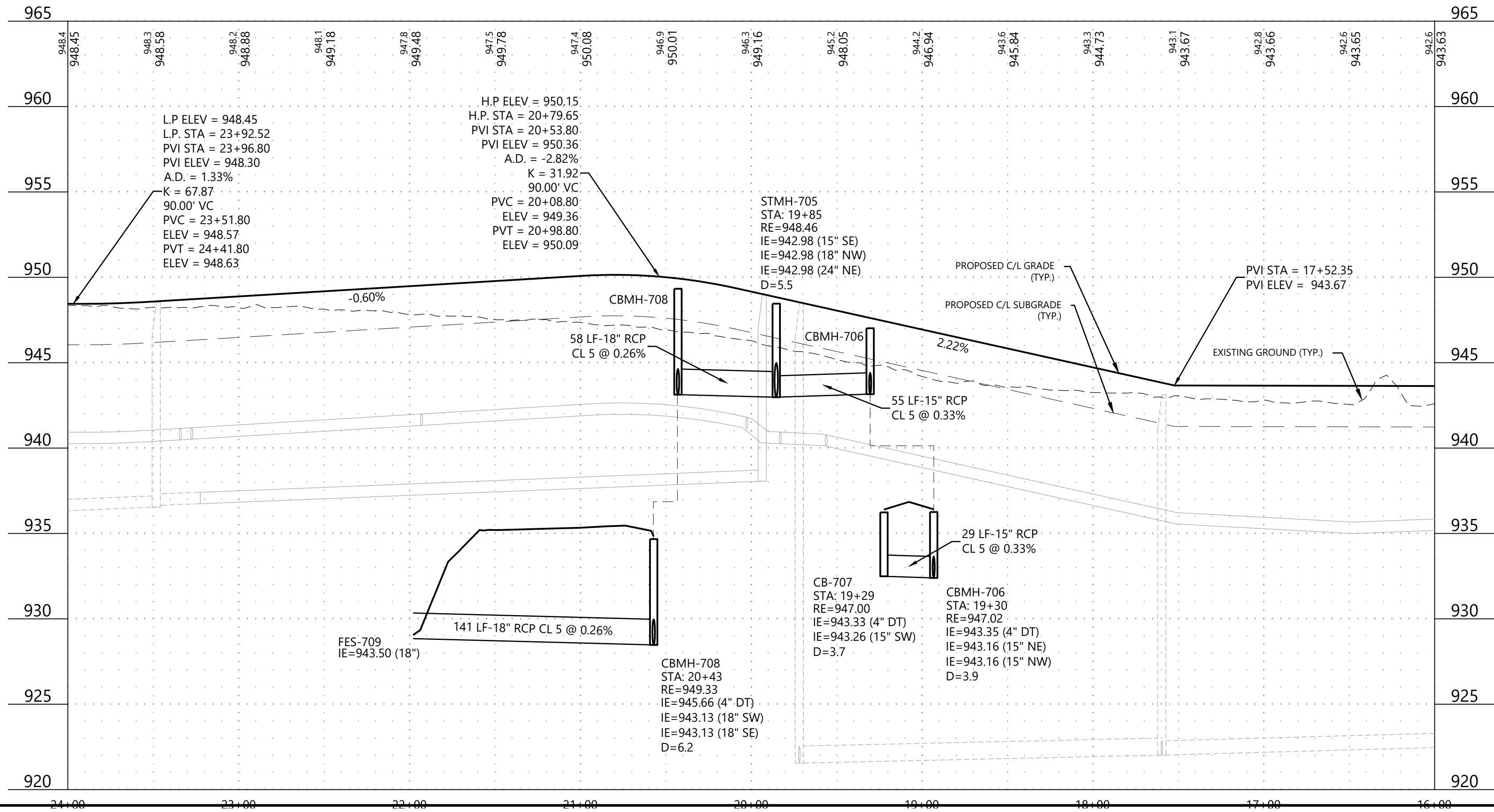
LEGEND

EXISTING	PROPOSED	
+	x	900.00
---	---	GUTTER ELEVATION
---	---	STORM SEWER
---	---	DRAINTILE AND CO

GENERAL NOTES

- RADIUS TO BE B618 CURB & GUTTER WITH 10' TRANSITIONS FROM SURMOUNTABLE CURB & GUTTER.
- ALL RCP SHALL BE CLASS V, UNLESS OTHERWISE NOTED.
- ALL CATCH BASIN CASTINGS IN CURB SHALL BE SUMPED 0.15 FEET. MANHOLE CASTINGS IN PAVED AREAS SHALL BE SUMPED 0.05 FEET. RIM ELEVATIONS SHOWN ON THE PROFILES REFLECT THE SUMPED ELEVATIONS.
- THE CONTRACTOR SHALL RECEIVE THE NECESSARY PERMITS FOR ALL WORK OUTSIDE OF THE PROPERTY LIMITS.
- VERIFY EXISTING INVERT LOCATION & ELEVATION PRIOR TO BEGINNING CONSTRUCTION.
- THE CONTRACTOR SHALL CONTACT "GOPHER STATE ONE CALL" FOR FOR UTILITY LOCATIONS PRIOR TO UTILITY INSTALLATION.

ASHBURY PARKWAY



CONSTRUCTION PLANS

DESIGNED: CHF
CHECKED: CHF
DRAWN: JBS
HORIZONTAL SCALE: 50'
VERTICAL SCALE: 10' OR 5'

INITIAL ISSUE: 09/27/24
REVISIONS:
△
△
△
△
△

PREPARED FOR:

FORESTAR GROUP
20860 KENBRIDGE CT
LAKEVILLE, MN 55044

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

CHRISTIAN H. FROEMKE
DATE: 09/27/24 LICENSE NO. 56208

BIG WOODS 3RD ADDITION
ROGERS, MN

Westwood

Phone (952) 937-5150 12701 Whitewater Drive, Suite #300
Fax (952) 937-5822 Minnetonka, MN 55343
Toll Free (888) 937-5150 westwoodps.com
Westwood Professional Services, Inc.

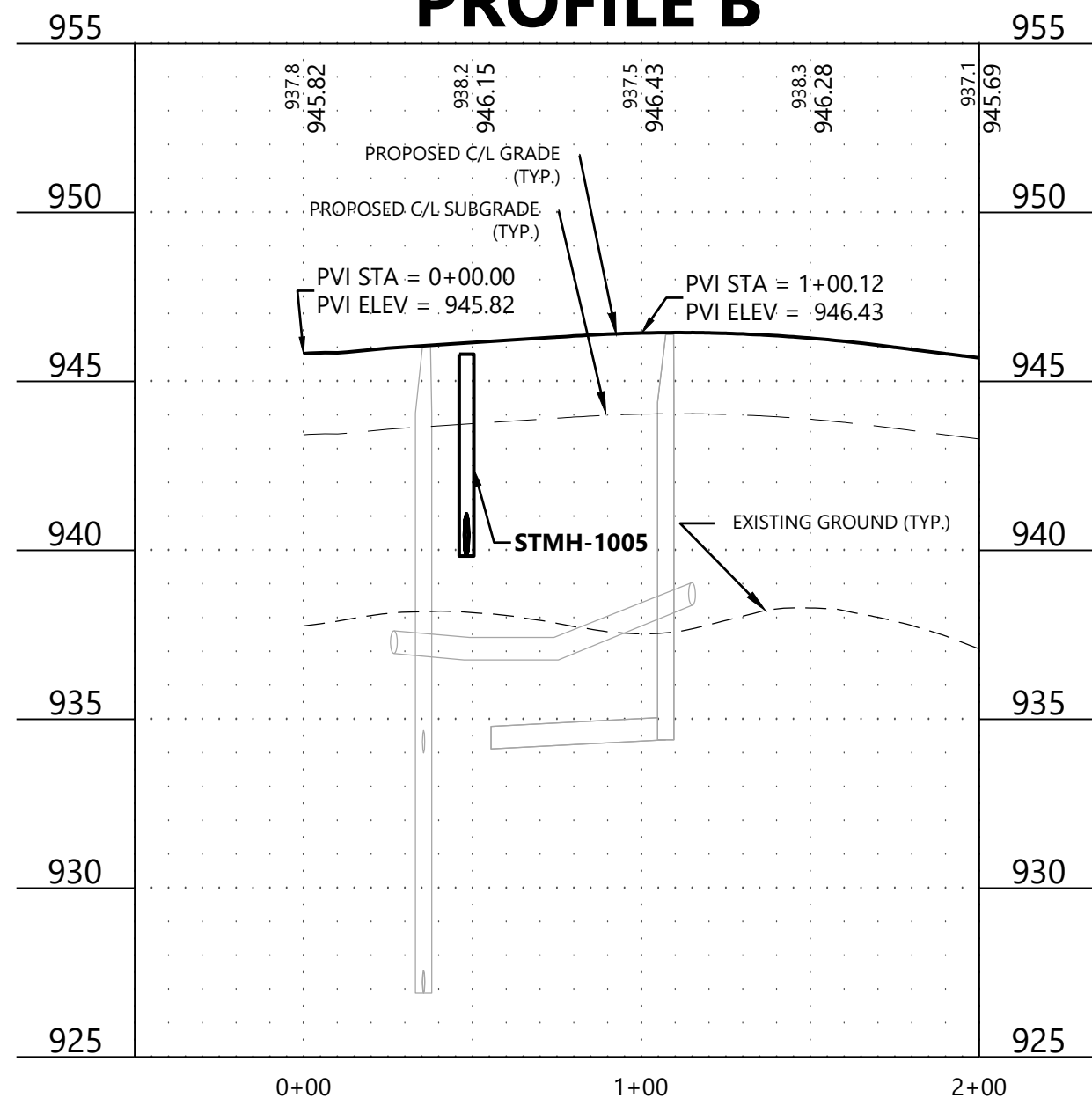
**STORM SEWER AND
STREET PLAN**

PROJECT NUMBER: 0031278.03

SHEET NUMBER:

07 OF **16**

DATE: 09/27/24

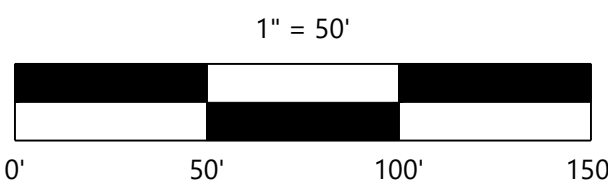


- ## GENERAL NOTES

1. RADIUS TO BE B618 CURB & GUTTER WITH 10' TRANSITIONS FROM SURMOUNTABLE CURB & GUTTER.
2. ALL RCP SHALL BE CLASS V, UNLESS OTHERWISE NOTED.
3. ALL CATCH BASIN CASTINGS IN CURB SHALL BE SUMPED 0.15 FEET. MANHOLE CASTINGS IN PAVED AREAS SHALL BE SUMPED 0.05 FEET. RIM ELEVATIONS SHOWN ON THE PROFILES REFLECT THE SUMPED ELEVATIONS.
4. THE CONTRACTOR SHALL RECEIVE THE NECESSARY PERMITS FOR ALL WORK OUTSIDE OF THE PROPERTY LIMITS.
5. VERIFY EXISTING INVERT LOCATION & ELEVATION PRIOR TO BEGINNING CONSTRUCTION.
6. THE CONTRACTOR SHALL CONTACT "GOPHER STATE ONE CALL" FOR FOR UTILITY LOCATIONS PRIOR TO UTILITY INSTALLATION.

LEGEND

<u>EXISTING</u>	<u>PROPOSED</u>	
* 900.00	* 900.00	GUTTER ELEVATION
		STORM SEWER
		DRAINTILE AND CONNECTION



CONSTRUCTION PLANS

Call 48 Hours before digging:
811 or call811.com
Common Ground Alliance

PREPARED FOR:

FORESTAR GROUP

20860 KENBRIDGE CT
LAKEVILLE, MN 55044

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

CHRISTIAN H. FROEMKE
DATE: 09/27/24 LICENSE NO. 56208

BIG WOODS 3RD ADDITION

ROGERS, MN

Westwood

Phone (952) 937-5150 12701 Whitewater Drive, Suite #300
Fax (952) 937-5822 Minnetonka, MN 55343
Toll Free (888) 937-5150 **westwoodps.com**

Westwood Professional Services, Inc.

STORM SEWER AND STREET PLAN

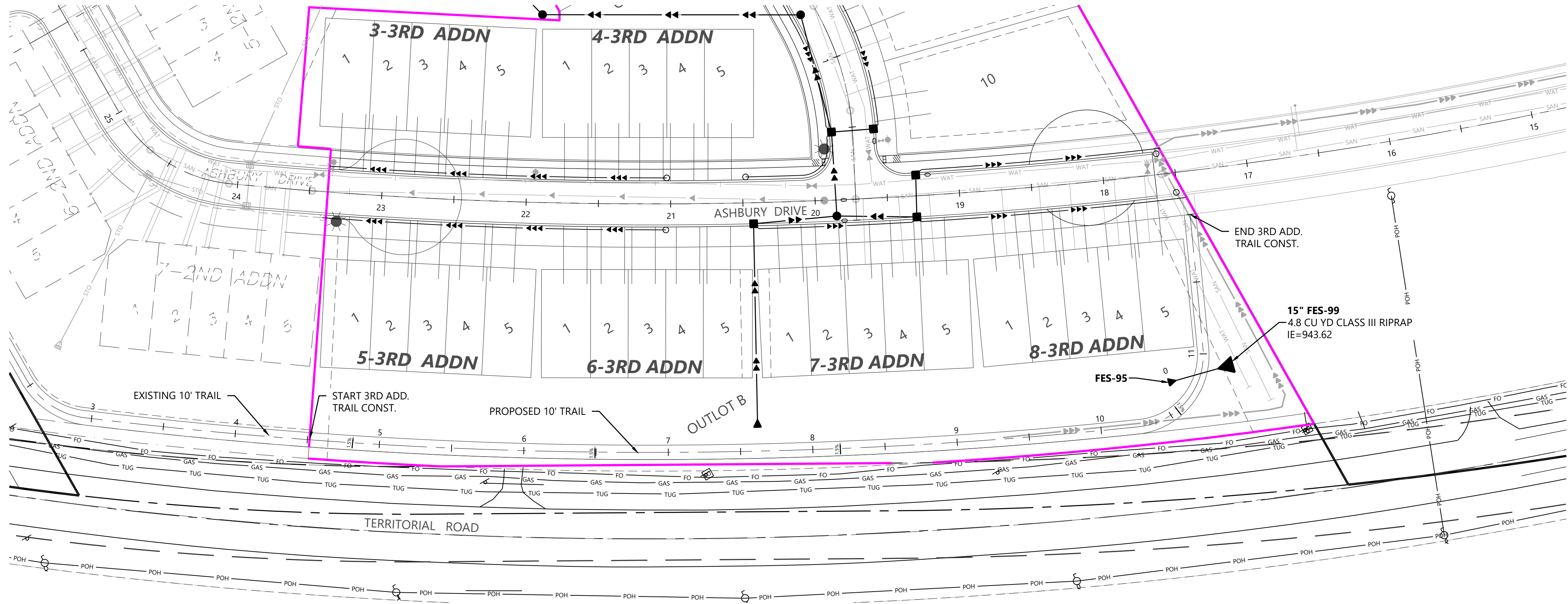
PROJECT NUMBER: 0031278.03

SHEET NUMBER:

08

16

DATE: 09/27/24



Call 48 Hours before digging:
811 or call811.com
Common Ground Alliance

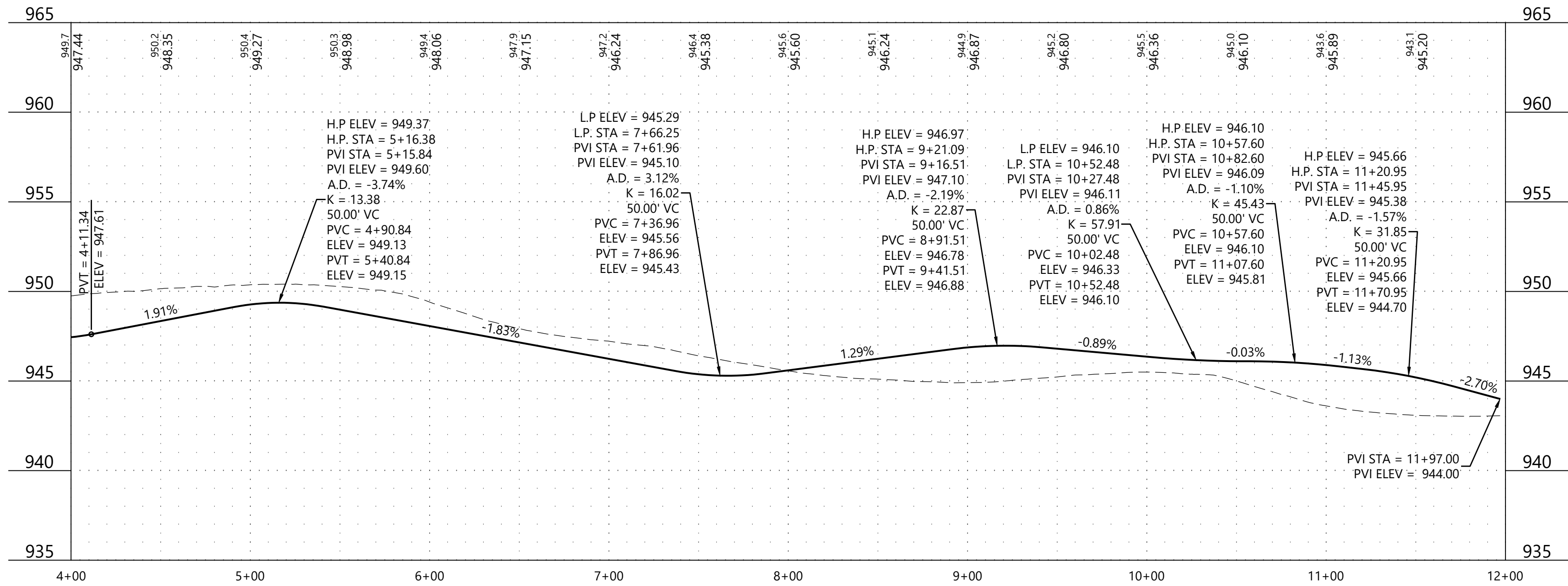
LEGEND

EXISTING	PROPOSED	
+	x	900.00
---	---	GUTTER ELEVATION
---	---	STORM SEWER
---	---	DRAINTILE AND CO

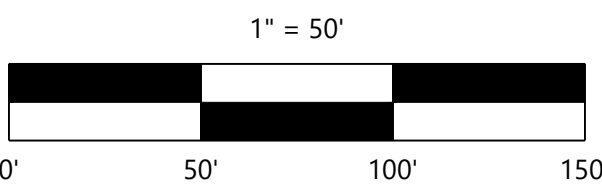
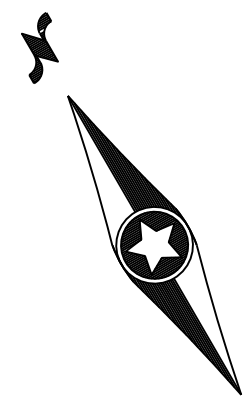
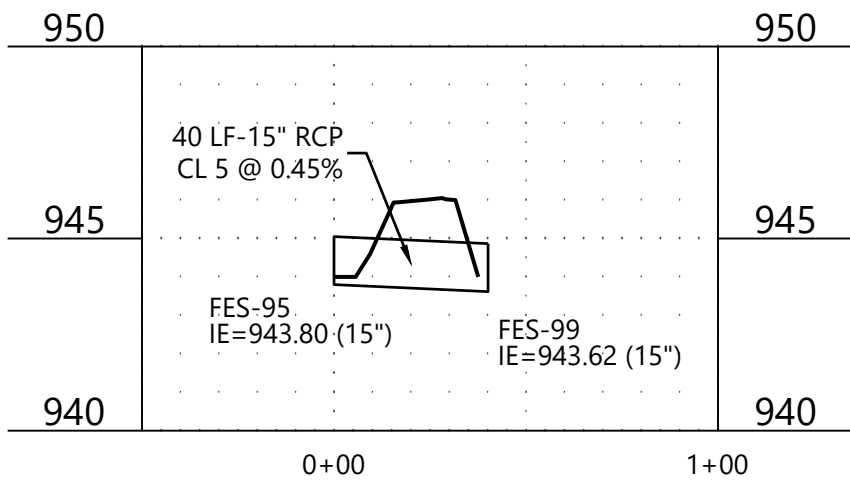
GENERAL NOTES

- RADIUS TO BE B618 CURB & GUTTER WITH 10' TRANSITIONS FROM SURMOUNTABLE CURB & GUTTER.
- ALL RCP SHALL BE CLASS V, UNLESS OTHERWISE NOTED.
- ALL CATCH BASIN CASTINGS IN CURB SHALL BE SUMPED 0.15 FEET. MANHOLE CASTINGS IN PAVED AREAS SHALL BE SUMPED 0.05 FEET. RIM ELEVATIONS SHOWN ON THE PROFILES REFLECT THE SUMPED ELEVATIONS.
- THE CONTRACTOR SHALL RECEIVE THE NECESSARY PERMITS FOR ALL WORK OUTSIDE OF THE PROPERTY LIMITS.
- VERIFY EXISTING INVERT LOCATION & ELEVATION PRIOR TO BEGINNING CONSTRUCTION.
- THE CONTRACTOR SHALL CONTACT "GOPHER STATE ONE CALL" FOR FOR UTILITY LOCATIONS PRIOR TO UTILITY INSTALLATION.

Southwest Trail



FES 95-99



CONSTRUCTION PLANS

DESIGNED: CHF
CHECKED: CHF
DRAWN: JBS
HORIZONTAL SCALE: 50'
VERTICAL SCALE: 10' OR 5'

INITIAL ISSUE: 09/27/24
REVISIONS:
△
△
△
△
△

PREPARED FOR:
FORESTAR GROUP
20860 KENBRIDGE CT
LAKEVILLE, MN 55044

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA
CHRISTIAN H. FROEMKE
DATE: 09/27/24 LICENSE NO. 56208

BIG WOODS 3RD ADDITION
ROGERS, MN

Westwood

Phone (952) 937-5150 12701 Whitewater Drive, Suite #300
Fax (952) 937-5822 Minnetonka, MN 55343
Toll Free (888) 937-5150 westwoodps.com
Westwood Professional Services, Inc.

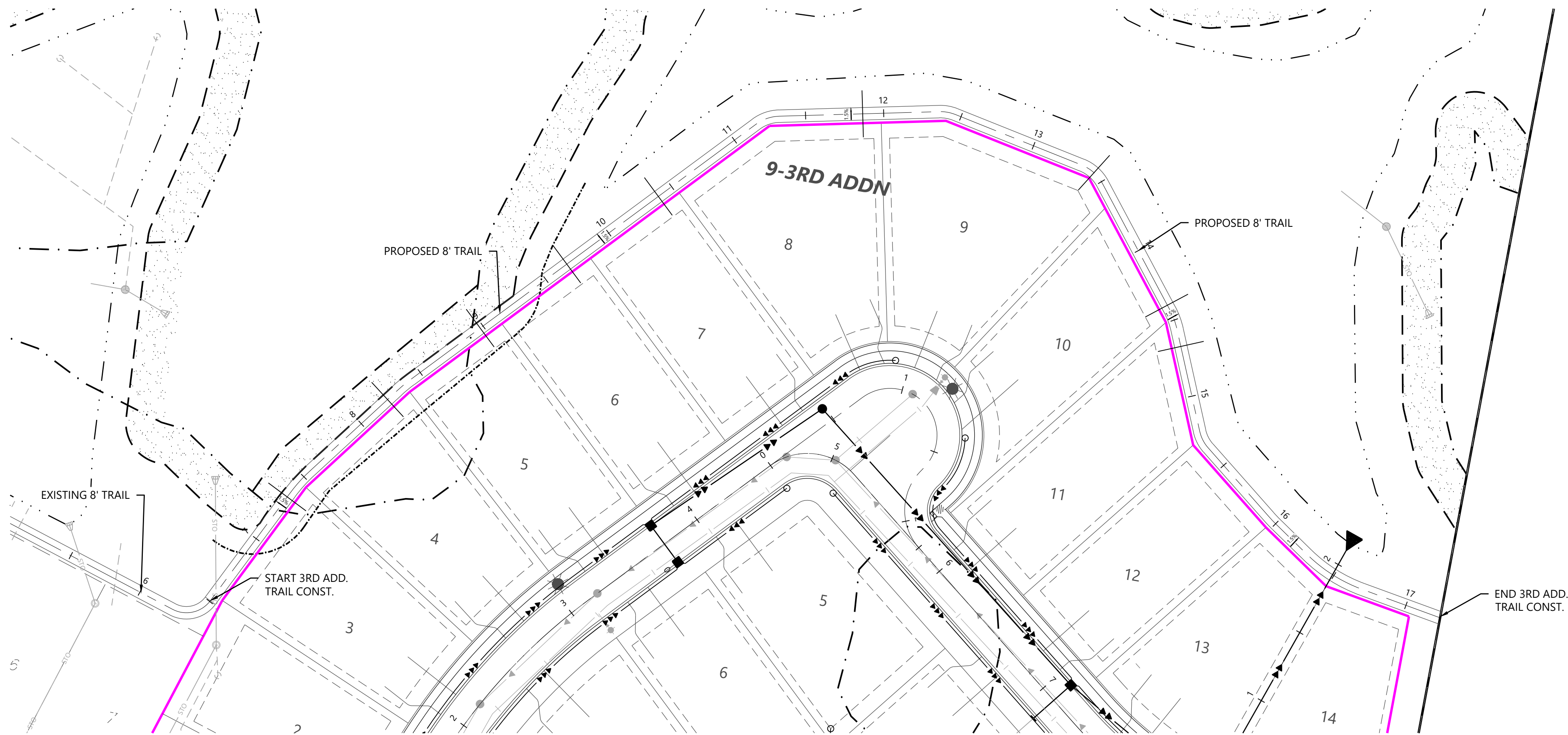
TRAIL PLAN

PROJECT NUMBER: 0031278.03

SHEET NUMBER:

09 OF 16

DATE: 09/27/24



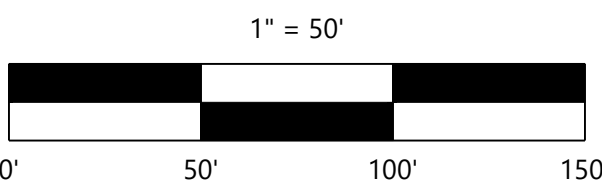
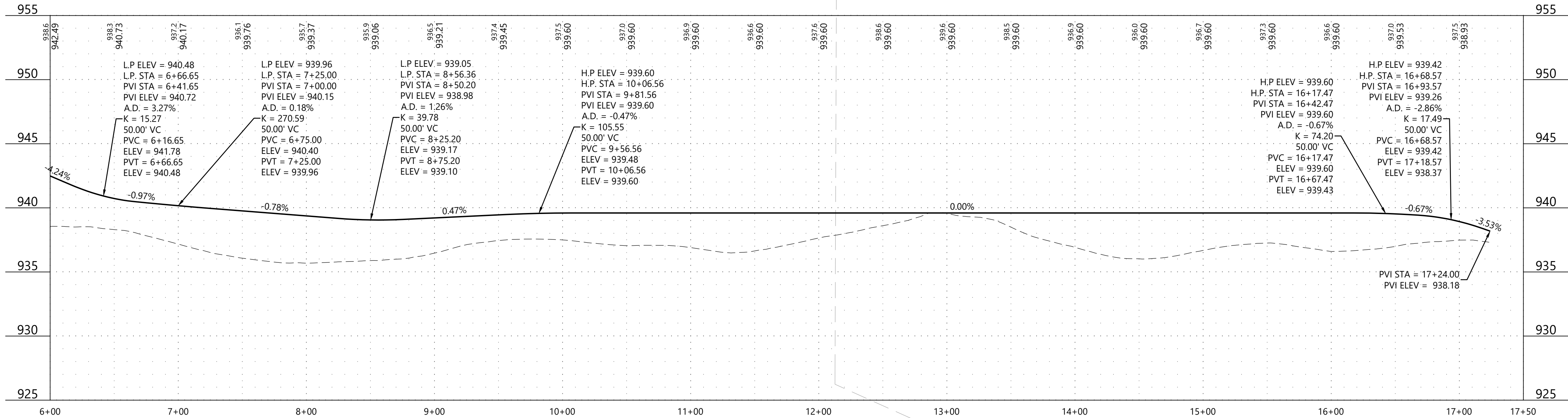
LEGEND

EXISTING	PROPOSED	
—+ 900.00	—x 900.00	GUTTER ELEVATION
—>>—	—>>—	STORM SEWER
—>>—	—>>—	DRAINTILE AND CO

GENERAL NOTES

- RADIUS TO BE B618 CURB & GUTTER WITH 10' TRANSITIONS FROM SURMOUNTABLE CURB & GUTTER.
- ALL RCP SHALL BE CLASS V, UNLESS OTHERWISE NOTED.
- ALL CATCH BASIN CASTINGS IN CURB SHALL BE SUMPED 0.15 FEET. MANHOLE CASTINGS IN PAVED AREAS SHALL BE SUMPED 0.05 FEET. RIM ELEVATIONS SHOWN ON THE PROFILES REFLECT THE SUMPED ELEVATIONS.
- THE CONTRACTOR SHALL RECEIVE THE NECESSARY PERMITS FOR ALL WORK OUTSIDE OF THE PROPERTY LIMITS.
- VERIFY EXISTING INVERT LOCATION & ELEVATION PRIOR TO BEGINNING CONSTRUCTION.
- THE CONTRACTOR SHALL CONTACT "GOPHER STATE ONE CALL" FOR FOR UTILITY LOCATIONS PRIOR TO UTILITY INSTALLATION.

East Trail



CONSTRUCTION PLANS

DESIGNED:	CHF
CHECKED:	CHF
DRAWN:	JBS
HORIZONTAL SCALE:	50'
VERTICAL SCALE:	10' OR 5'

INITIAL ISSUE:	09/27/24
REVISIONS:	
△	
△	
△	
△	
△	

PREPARED FOR:

FORESTAR GROUP
20860 KENBRIDGE CT
LAKEVILLE, MN 55044

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

CHRISTIAN H. FROEMKE
DATE: 09/27/24 LICENSE NO. 56208

BIG WOODS 3RD ADDITION
ROGERS, MN

Westwood

Phone (952) 937-5150 12701 Whitewater Drive, Suite #300
Fax (952) 937-5822 Minnetonka, MN 55343
Toll Free (888) 937-5150 westwoodps.com
Westwood Professional Services, Inc.

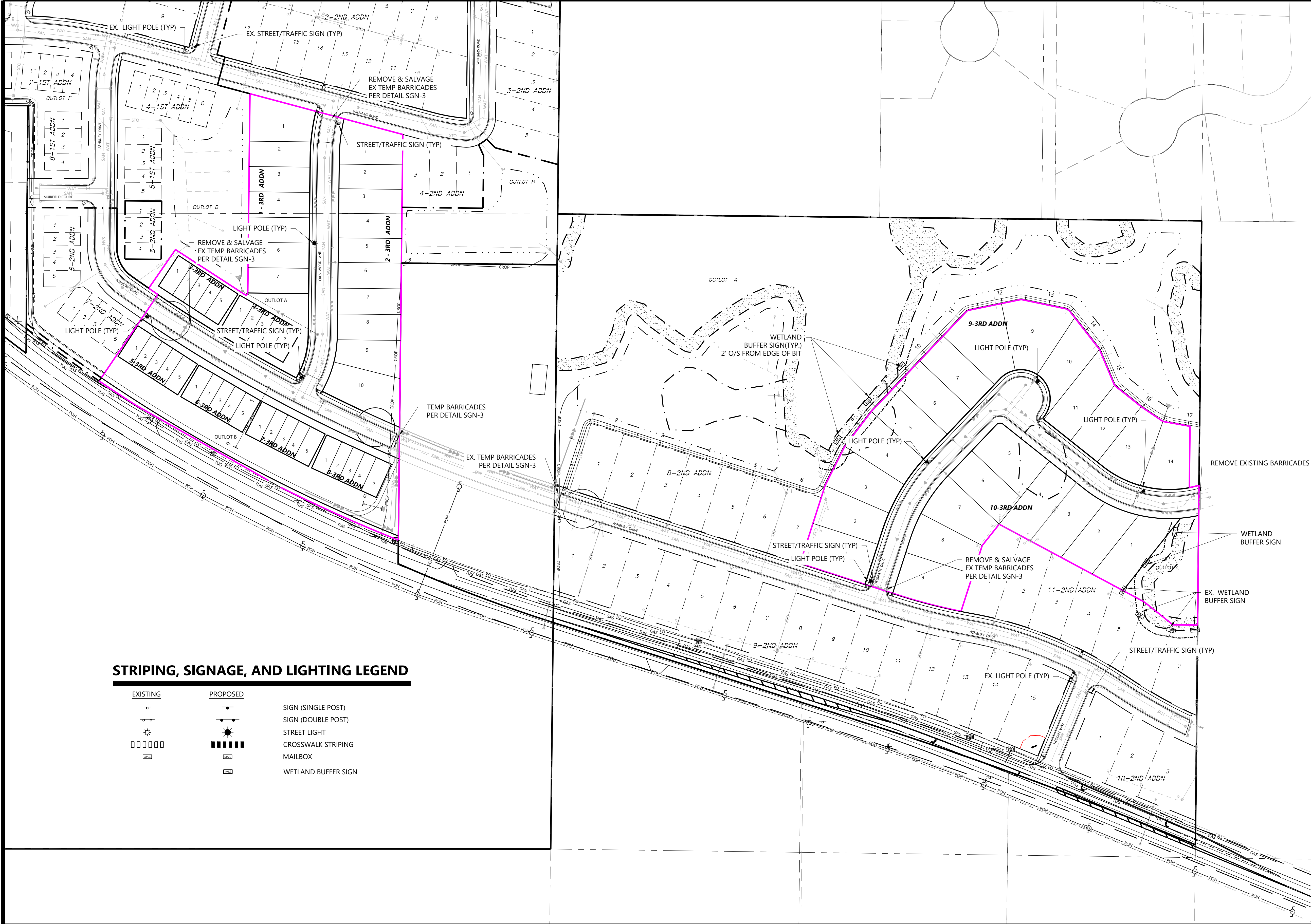
TRAIL PLAN

PROJECT NUMBER: 0031278.03

SHEET NUMBER:

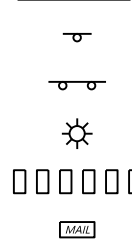
10 OF 16

DATE: 09/27/24

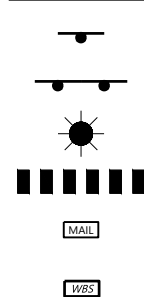


STRIPING, SIGNAGE, AND LIGHTING LEGEND

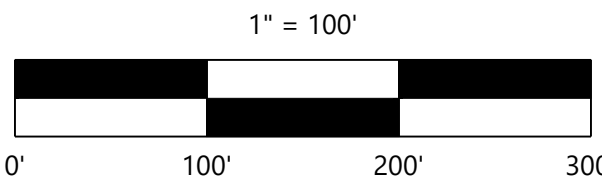
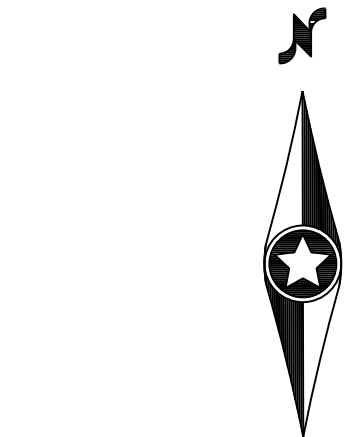
EXISTING



PROPOSED



- SIGN (SINGLE POST)
- SIGN (DOUBLE POST)
- STREET LIGHT
- CROSSWALK STRIPING
- MAILBOX
- WETLAND BUFFER SIGN



CONSTRUCTION PLANS

DESIGNED: CHF
CHECKED: CHF
DRAWN: JBS
HORIZONTAL SCALE: 100'
VERTICAL SCALE: 20' OR 10'

INITIAL ISSUE: 09/27/24
REVISIONS:
△
△
△
△
△

PREPARED FOR:

FORESTAR GROUP
20860 KENBRIDGE CT
LAKEVILLE, MN 55044

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

CHRISTIAN H. FROEMKE
DATE: 09/27/24 LICENSE NO. 56208

BIG WOODS 3RD ADDITION
ROGERS, MN

Westwood

Phone (952) 937-5150 12701 Whitewater Drive, Suite #300
Fax (952) 937-5822 Minnetonka, MN 55343
Toll Free (888) 937-5150 westwoodps.com
Westwood Professional Services, Inc.

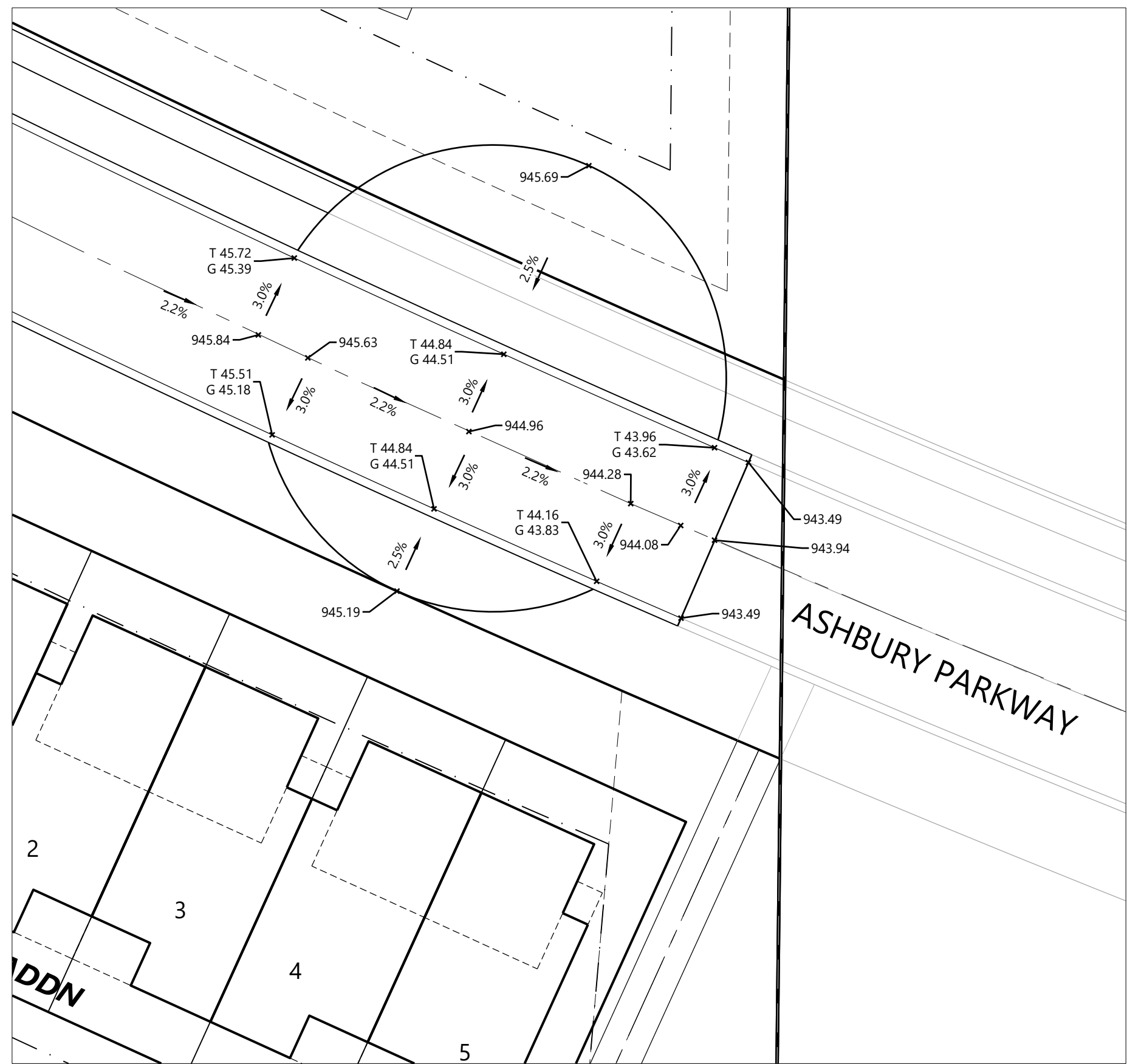
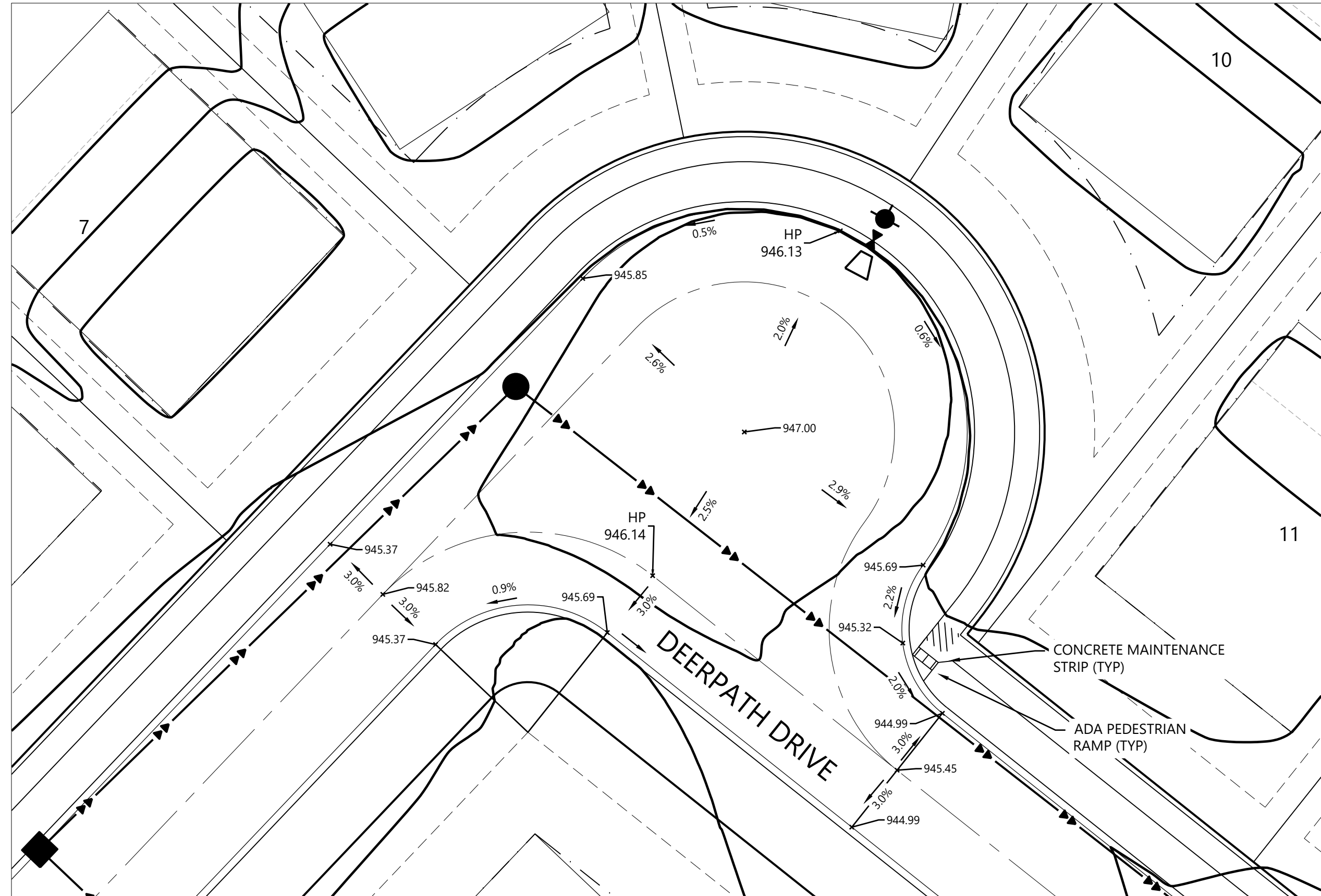
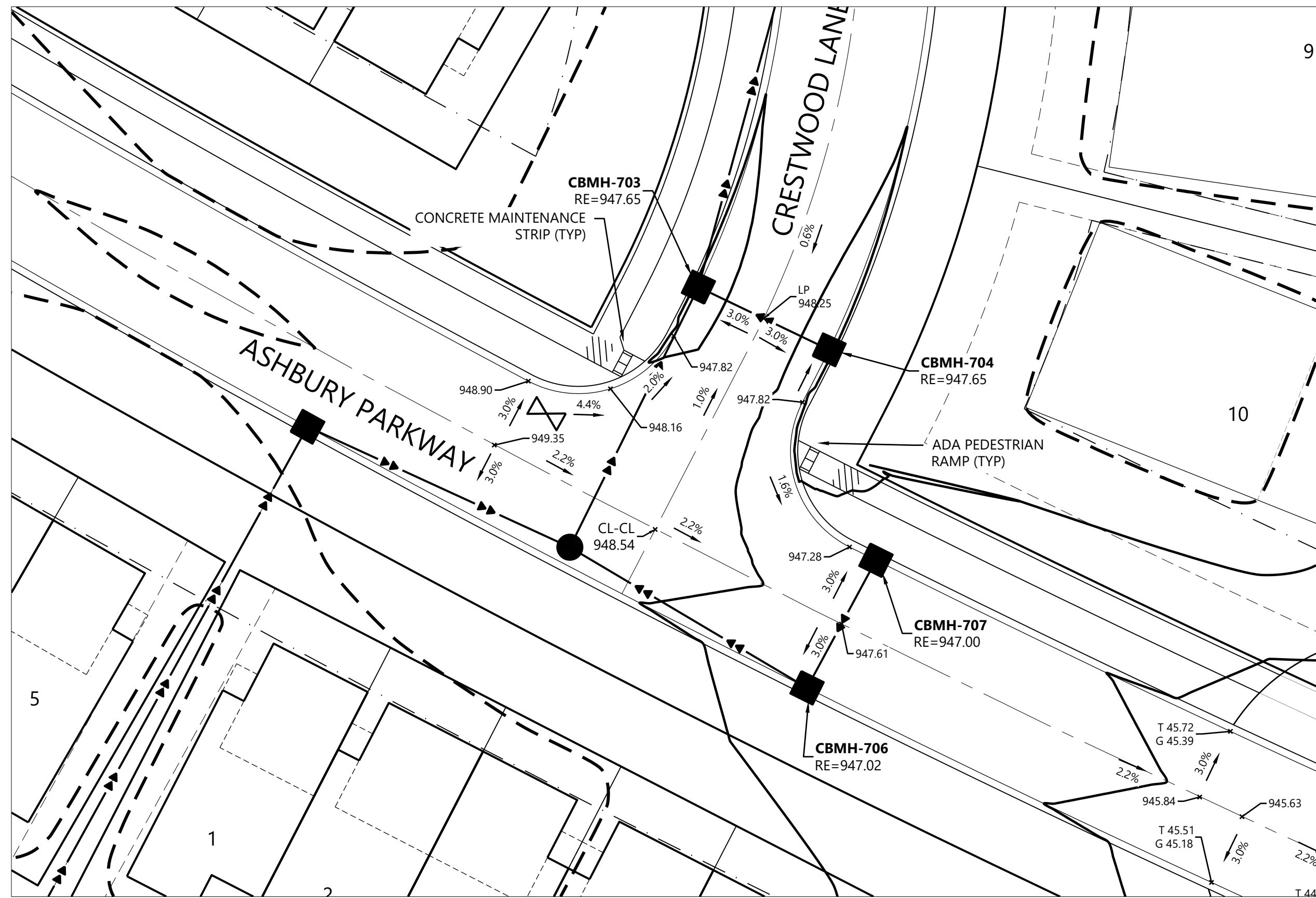
**STREET SIGNAGE &
LIGHTING PLAN**

PROJECT NUMBER: 0031278.03

SHEET NUMBER:

11 OF 16

DATE: 09/27/24



LEGEND

<u>EXISTING</u>	<u>PROPOSED</u>
900.00	900.00

GUTTER ELEVATION

TOP OF CURB ELEVATION

FLOW DIRECTION

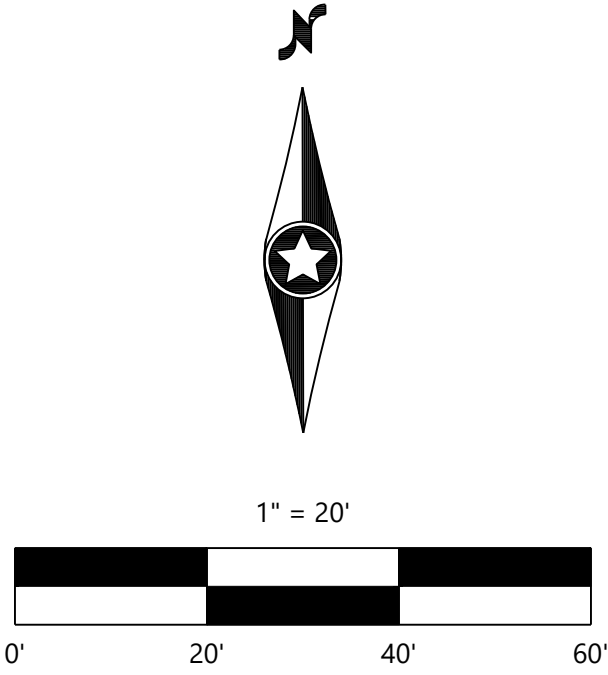
TRUNCATED DOMES

FLOW LINE

BACK OF CURB

LANDING AREA - 4'x 4'
MINIMUM AND MAXIMUM
2.0% SLOPE IN ALL
DIRECTIONS

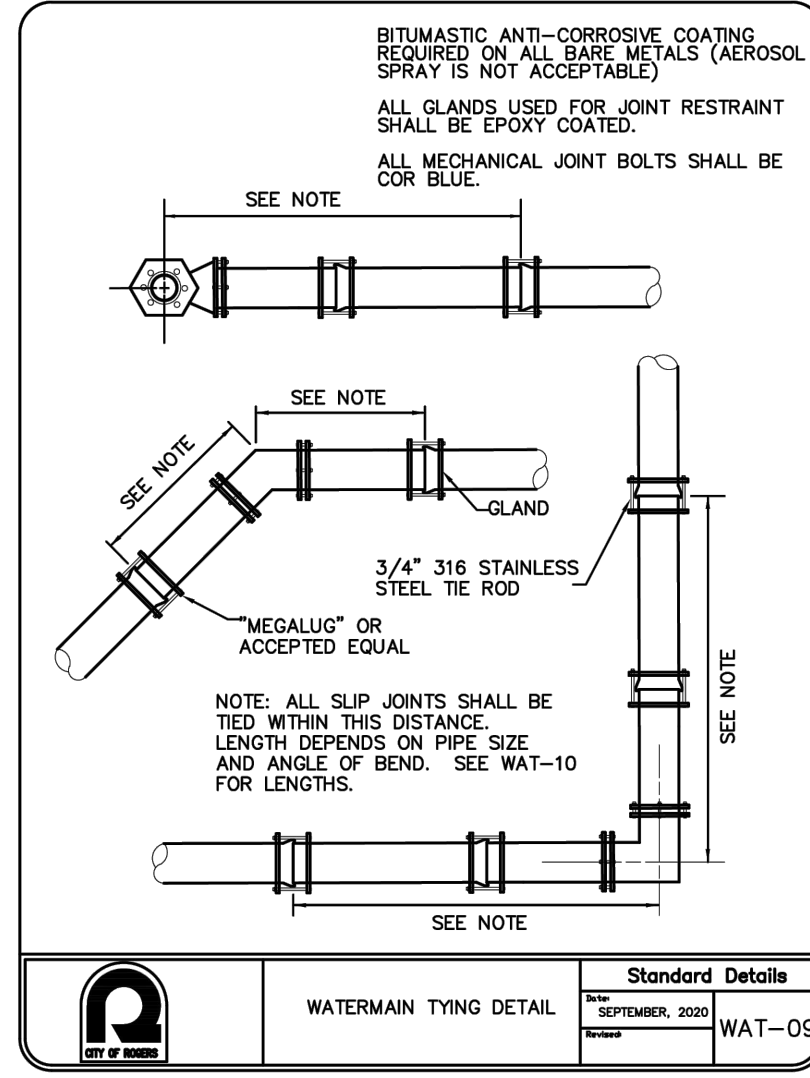
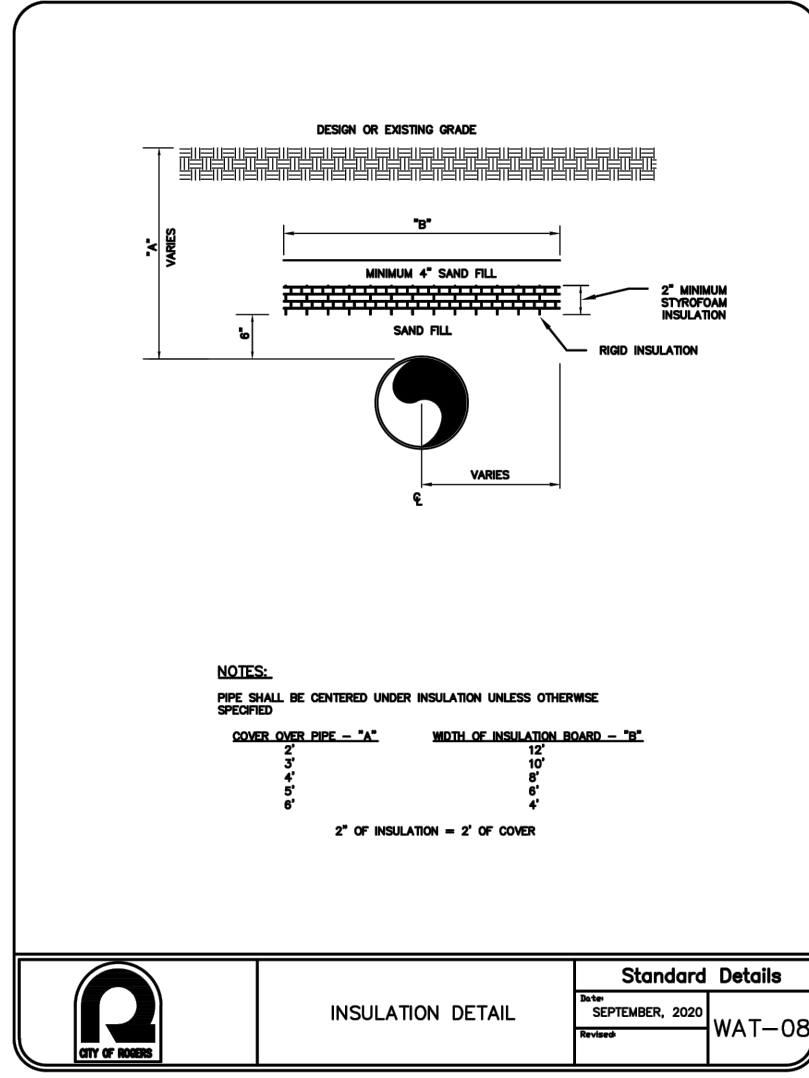
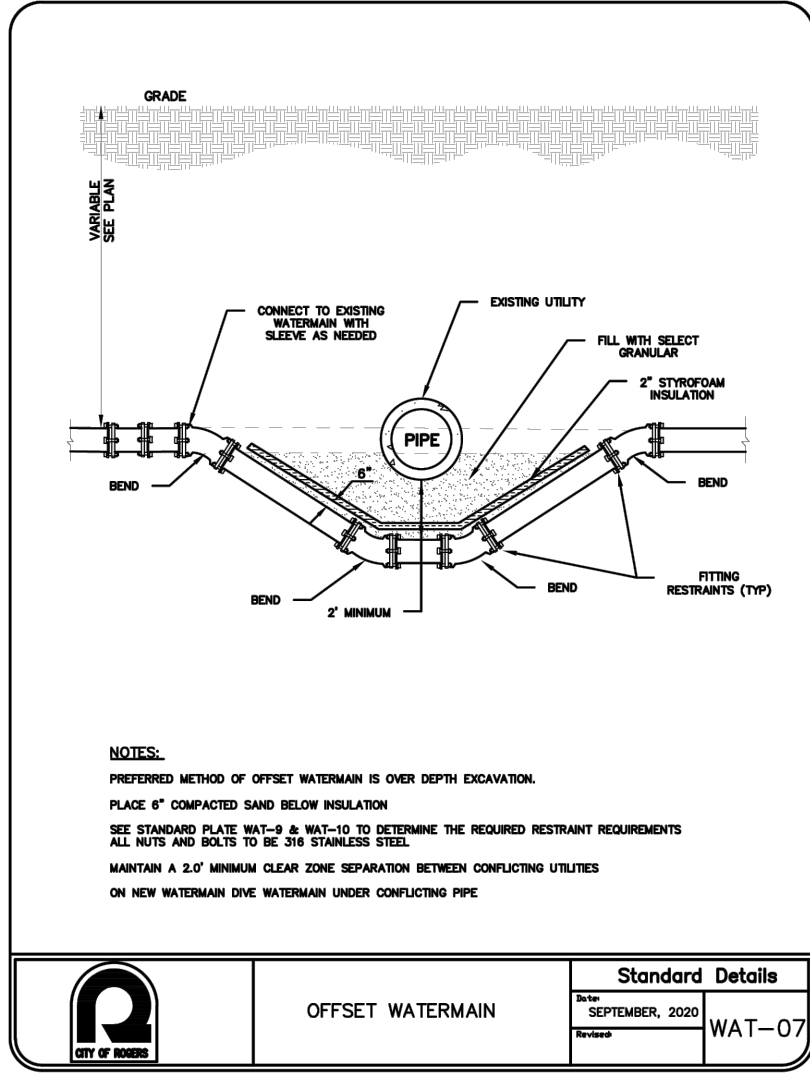
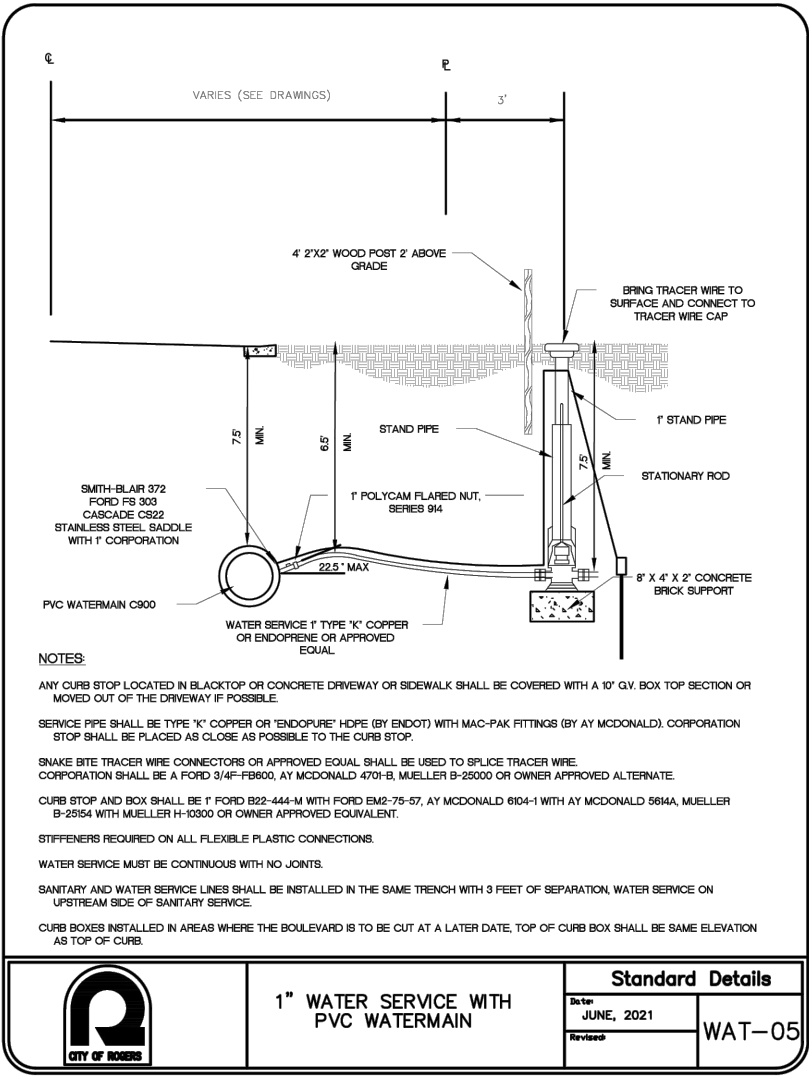
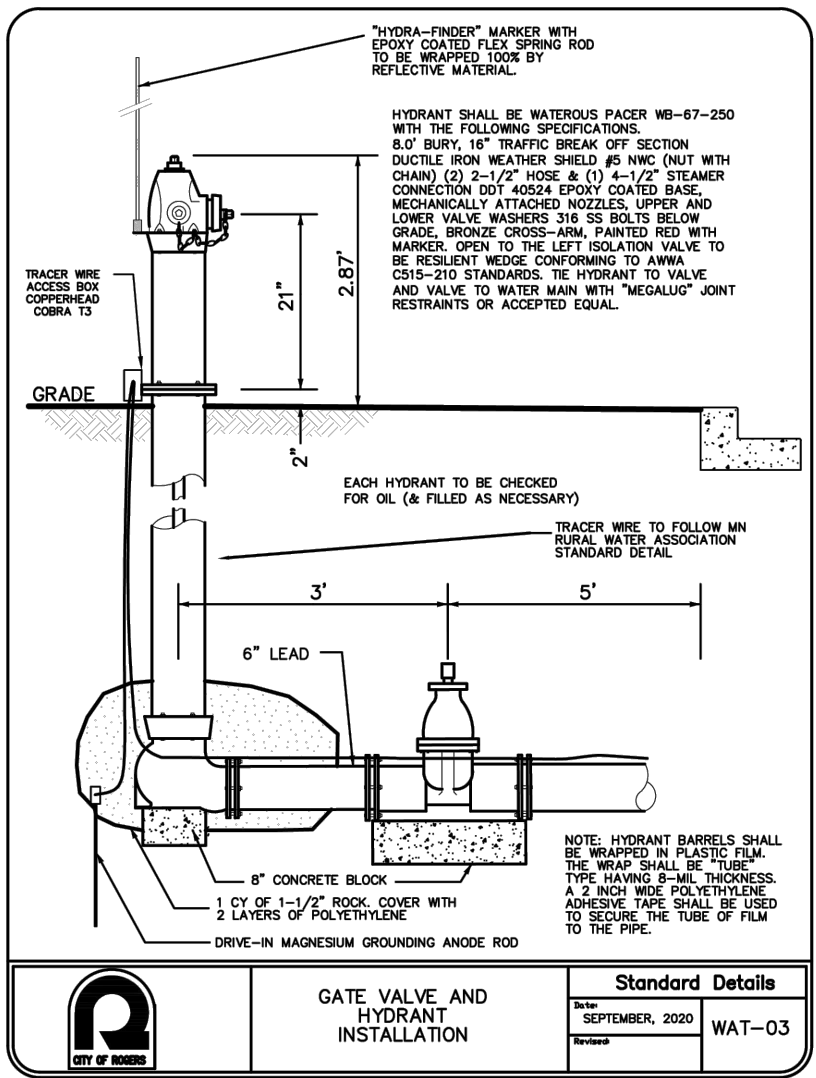
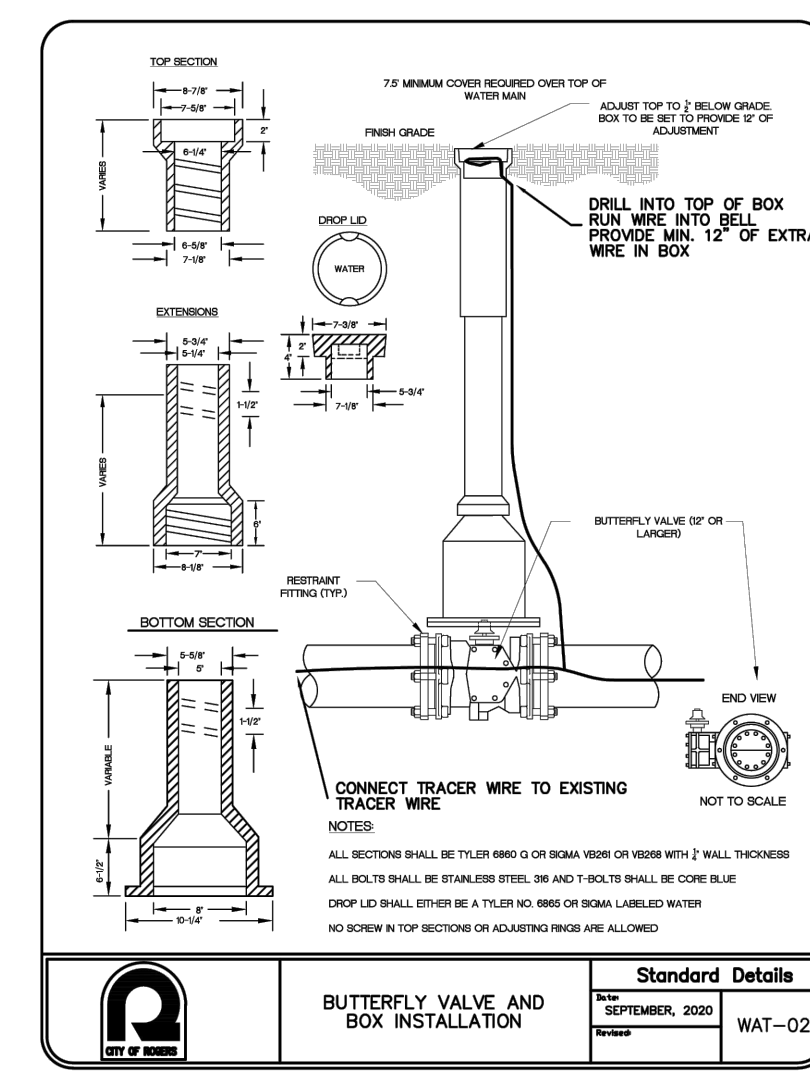
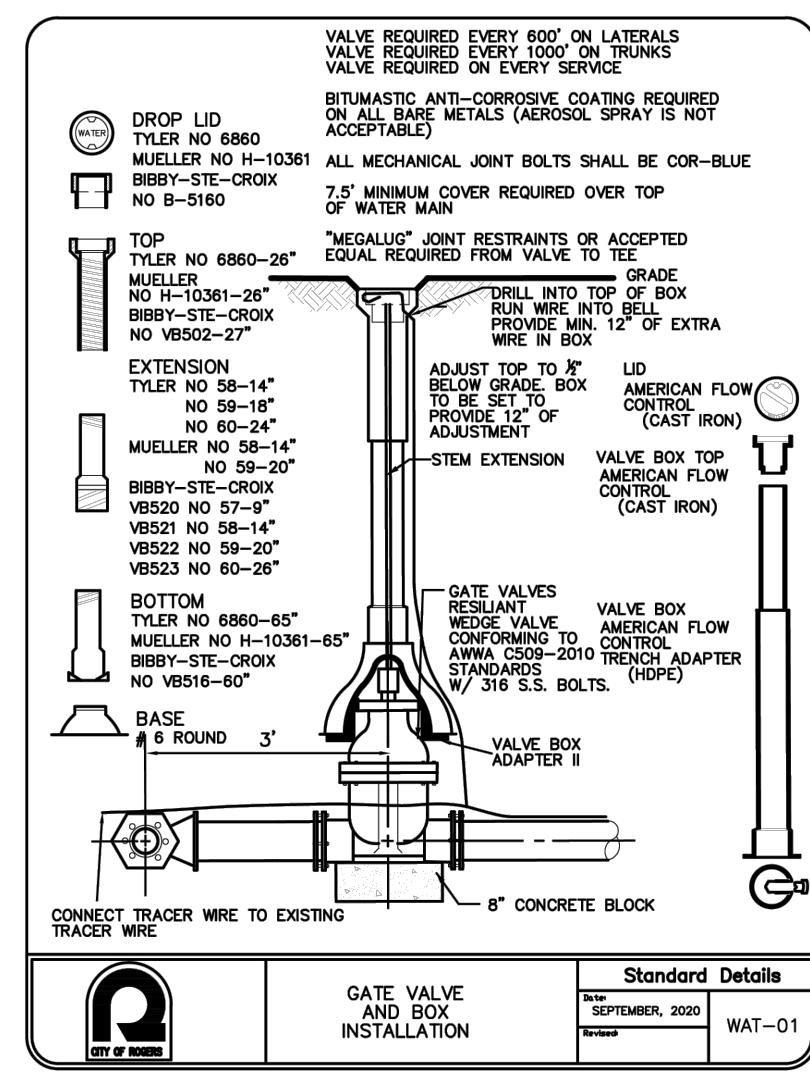
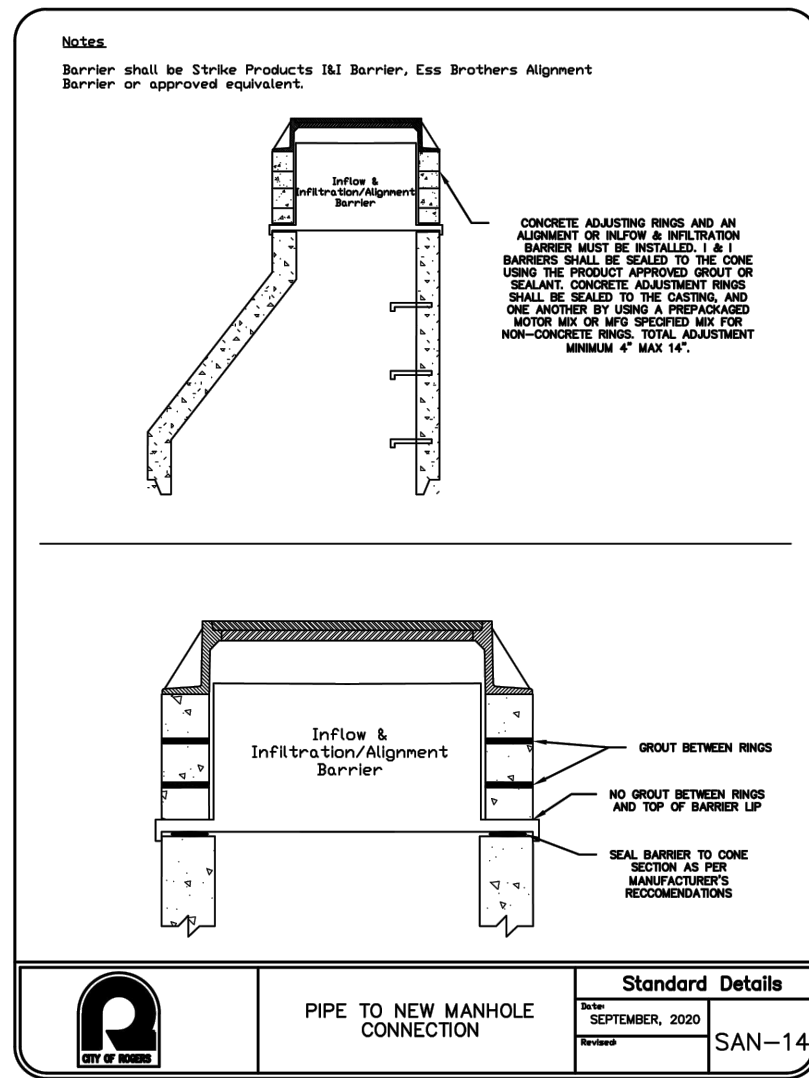
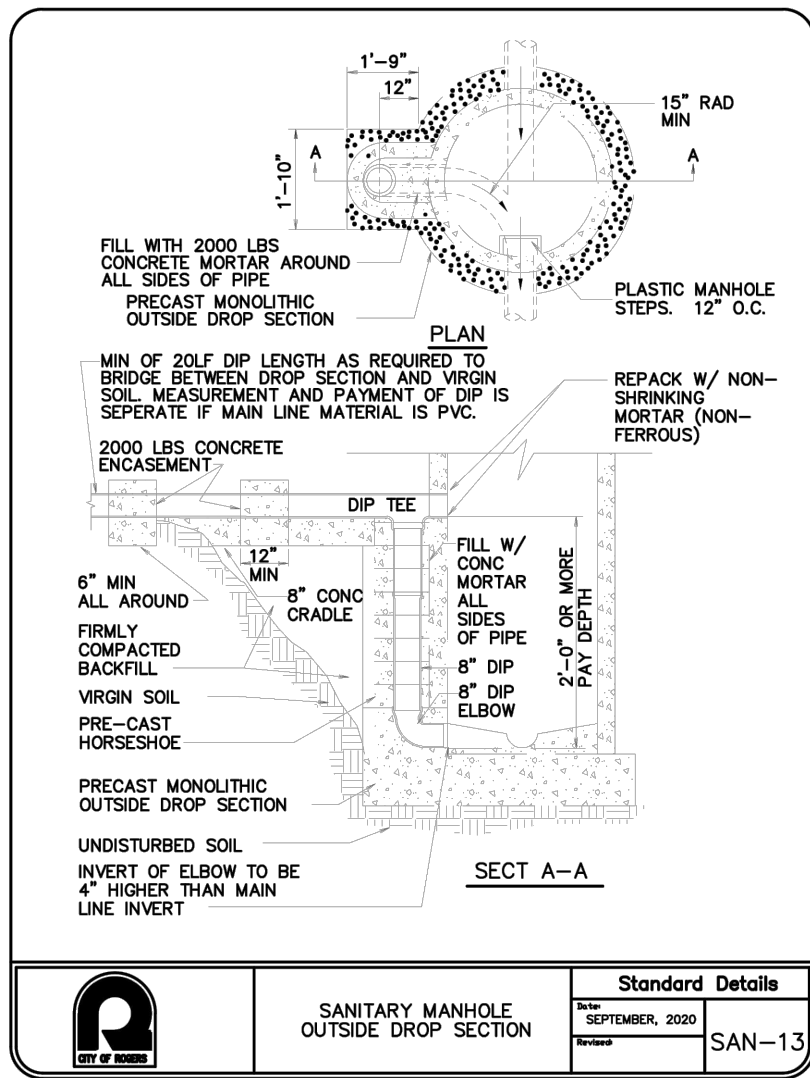
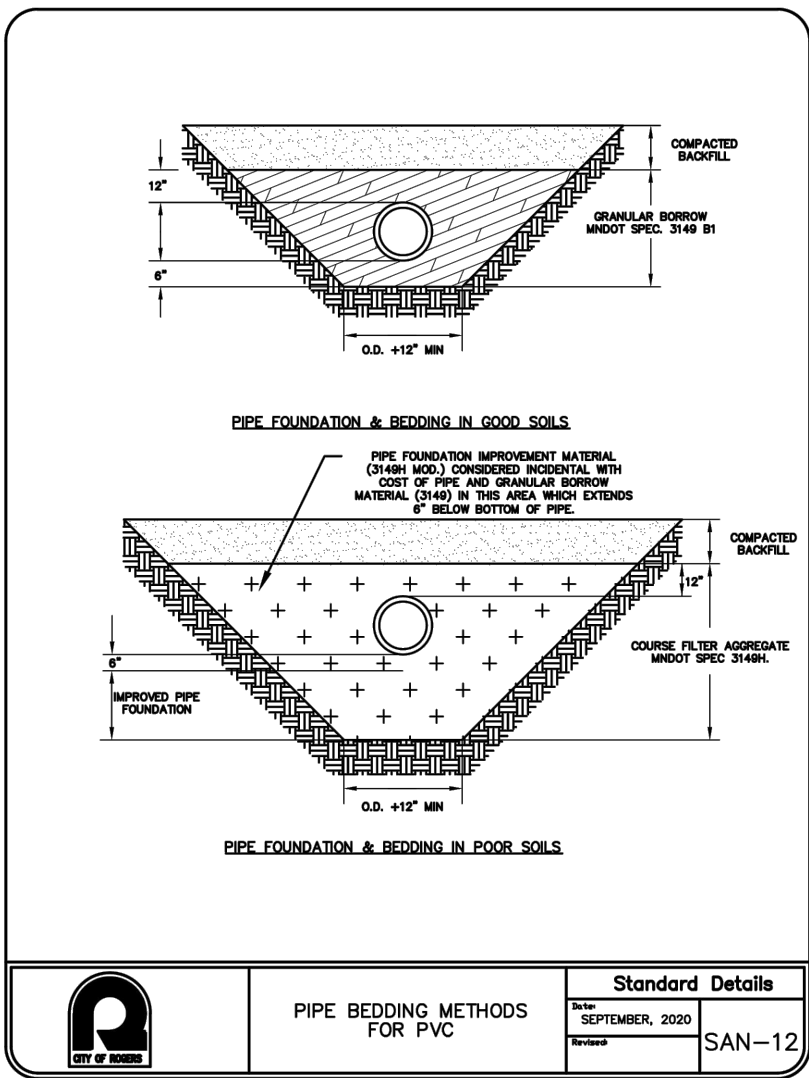
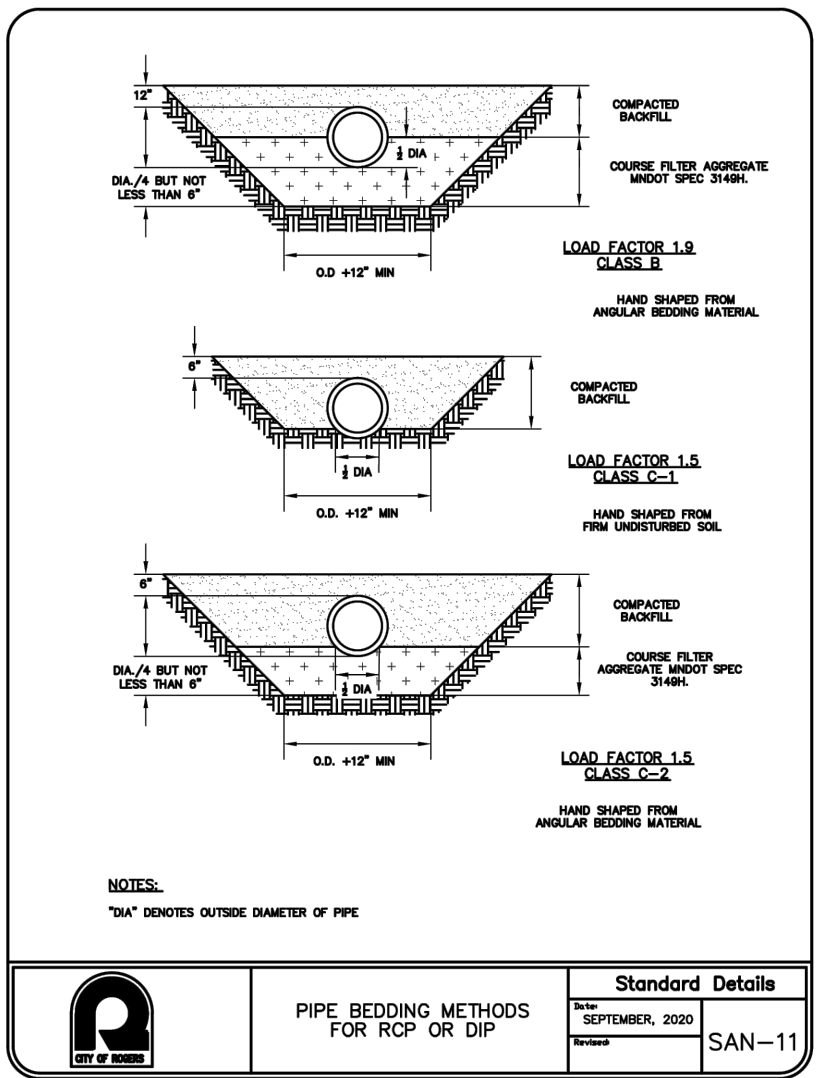
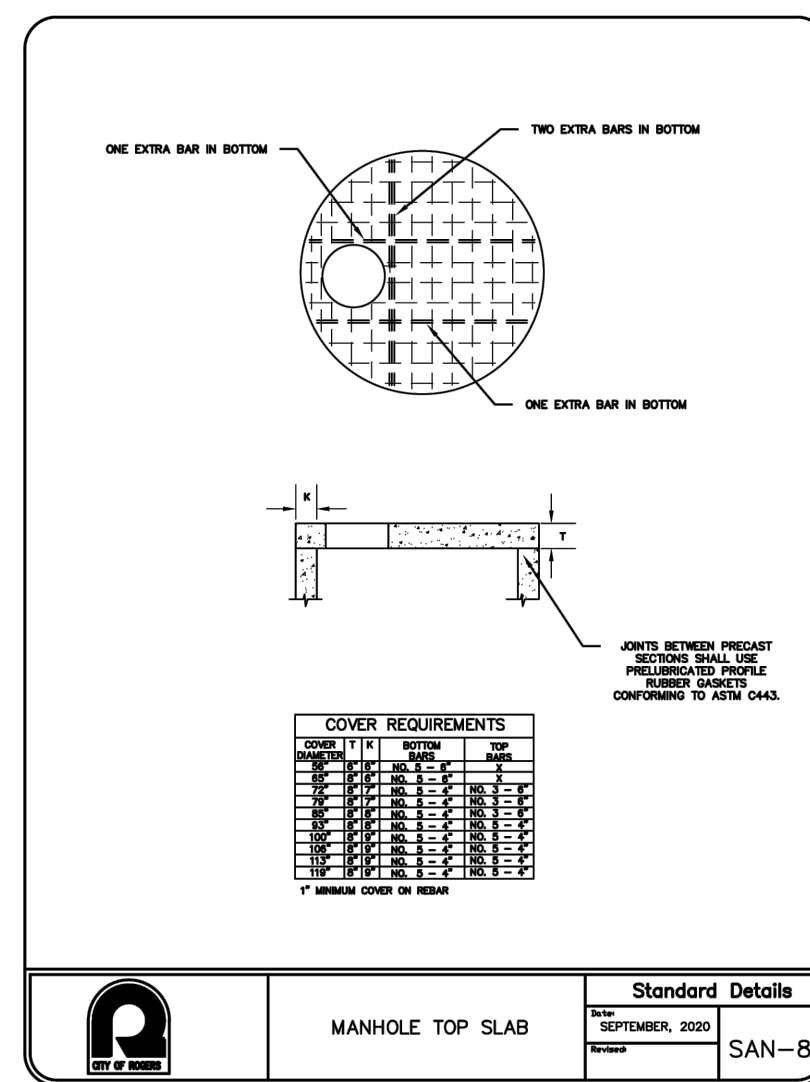
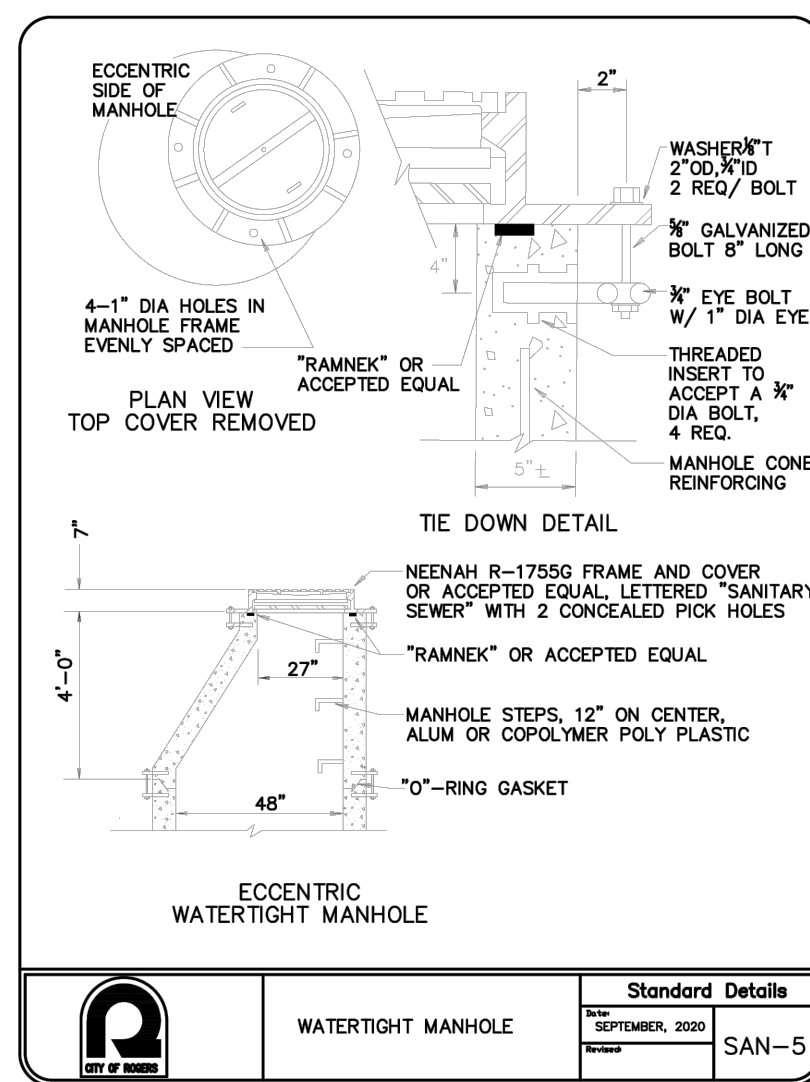
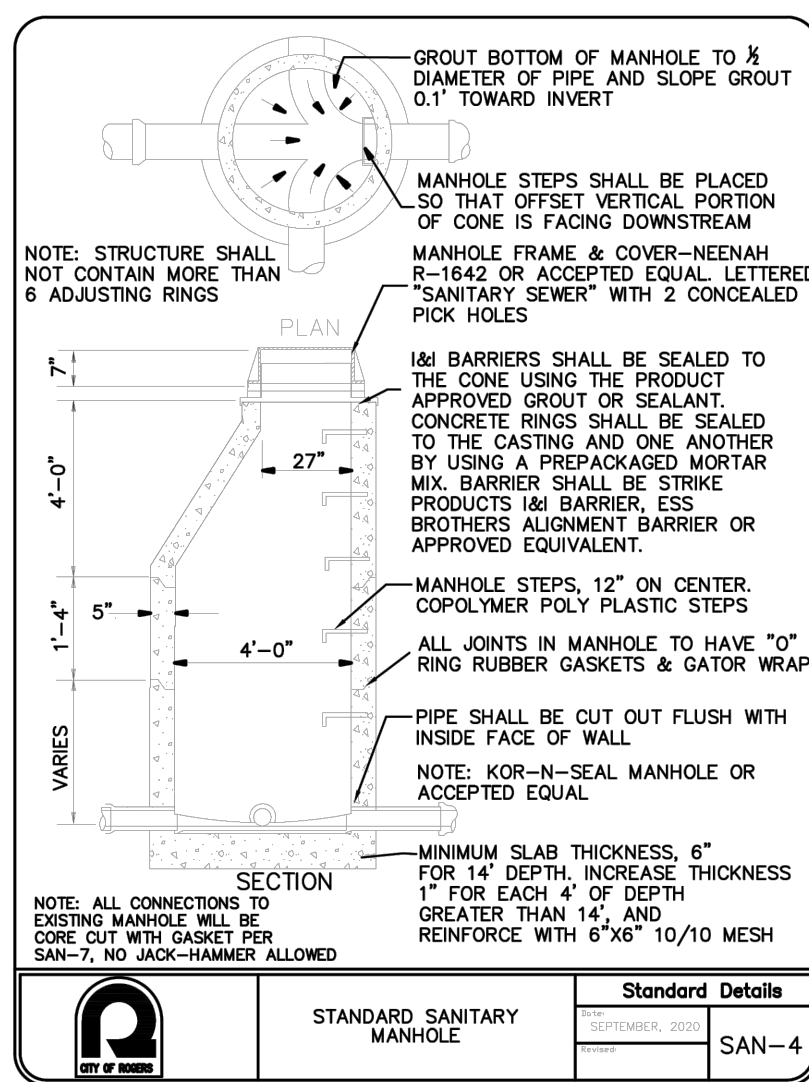
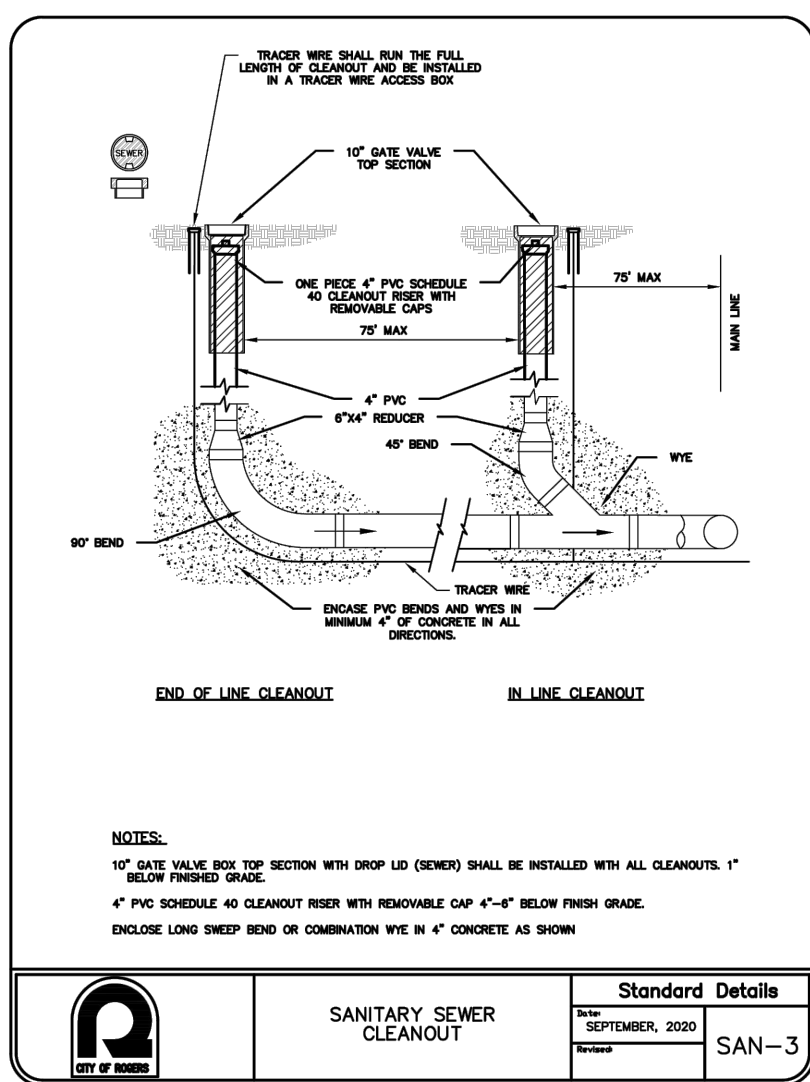
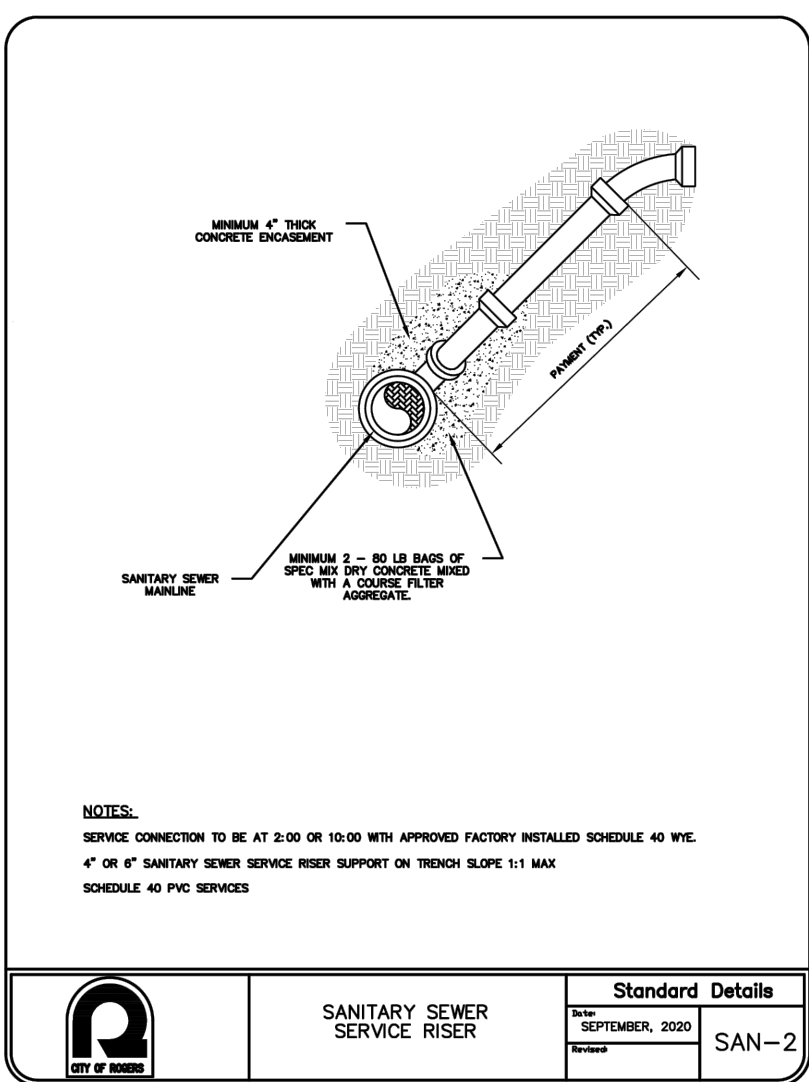
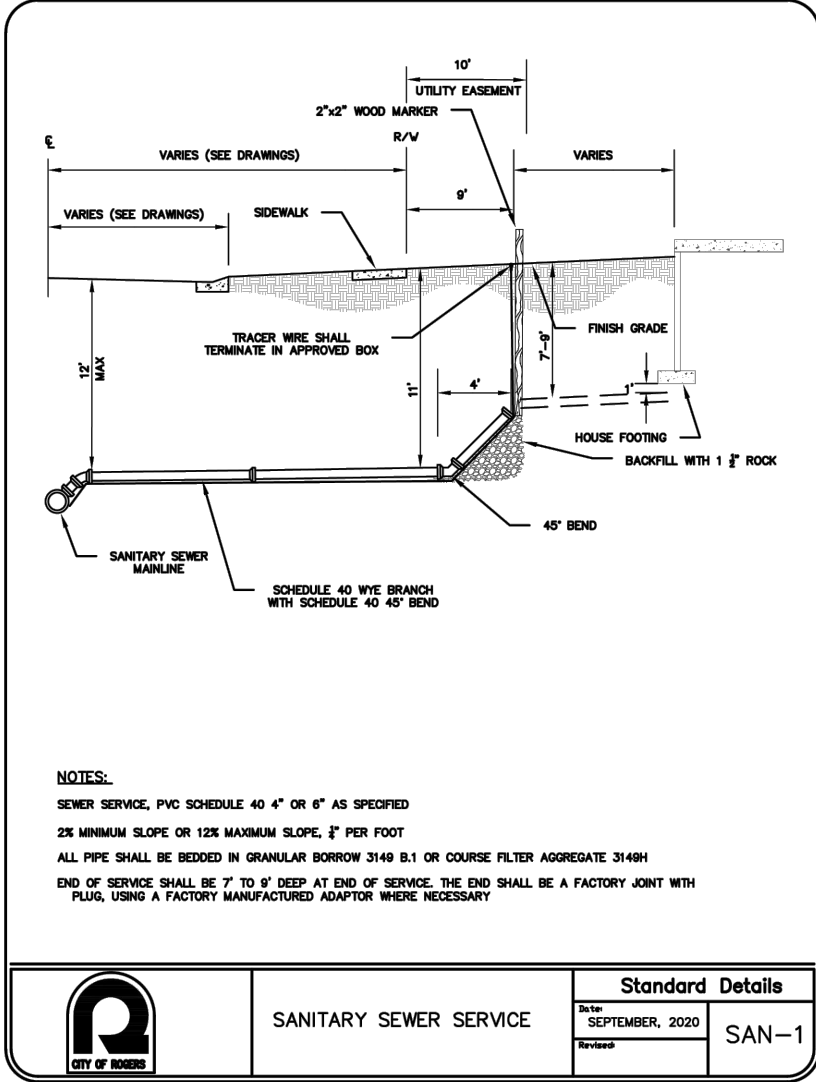
STORM SEWER

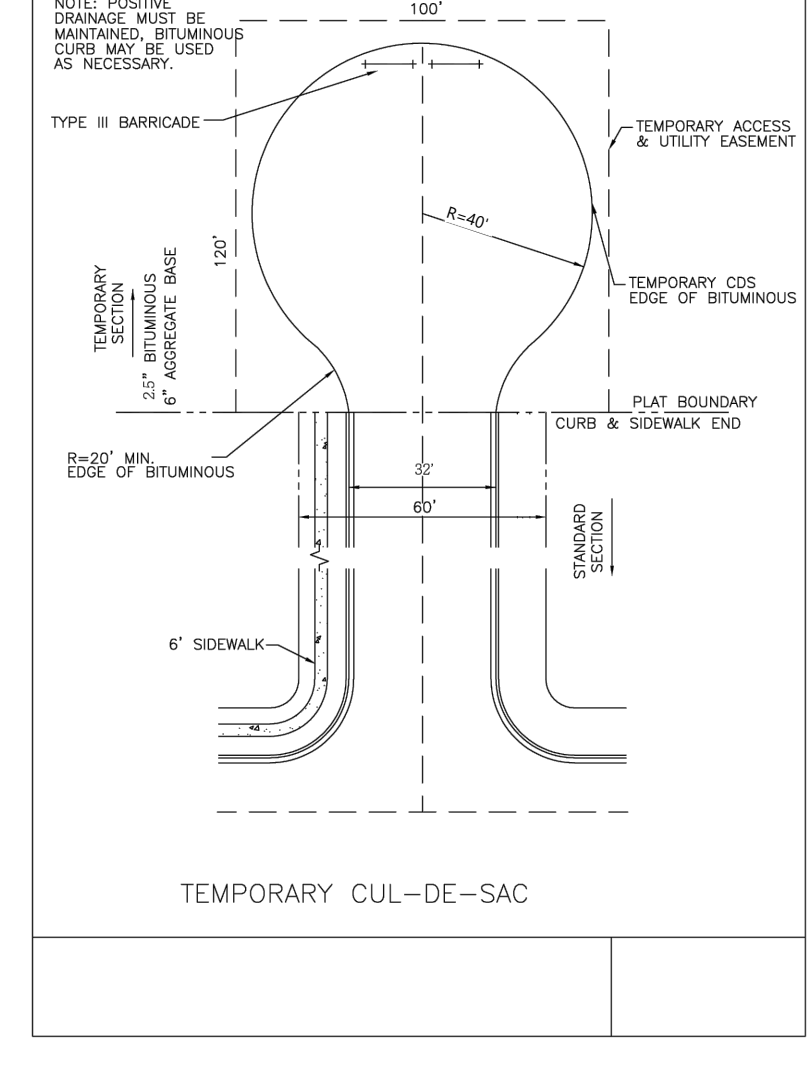
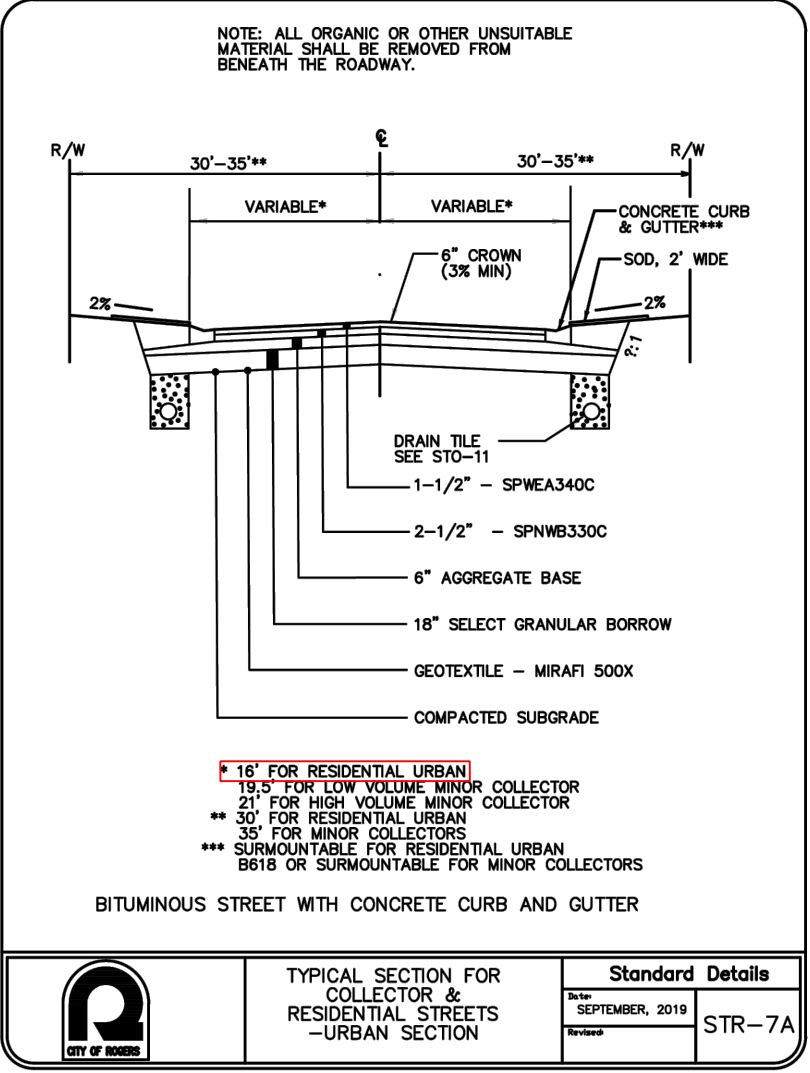
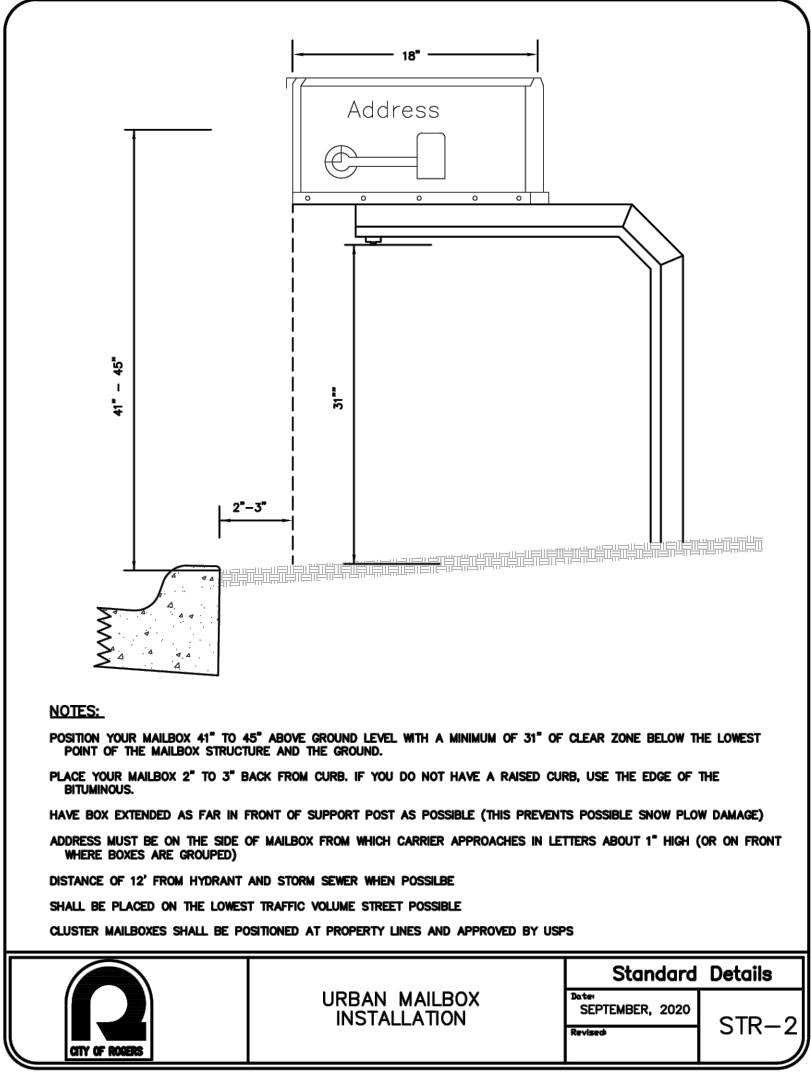
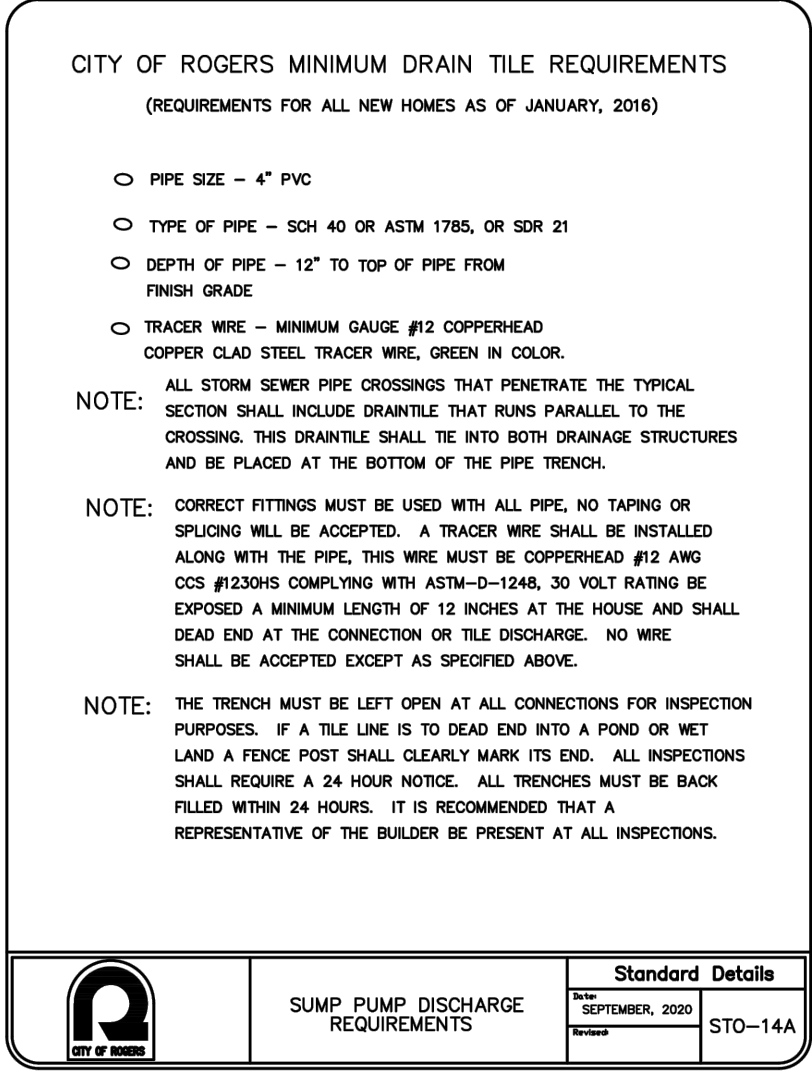
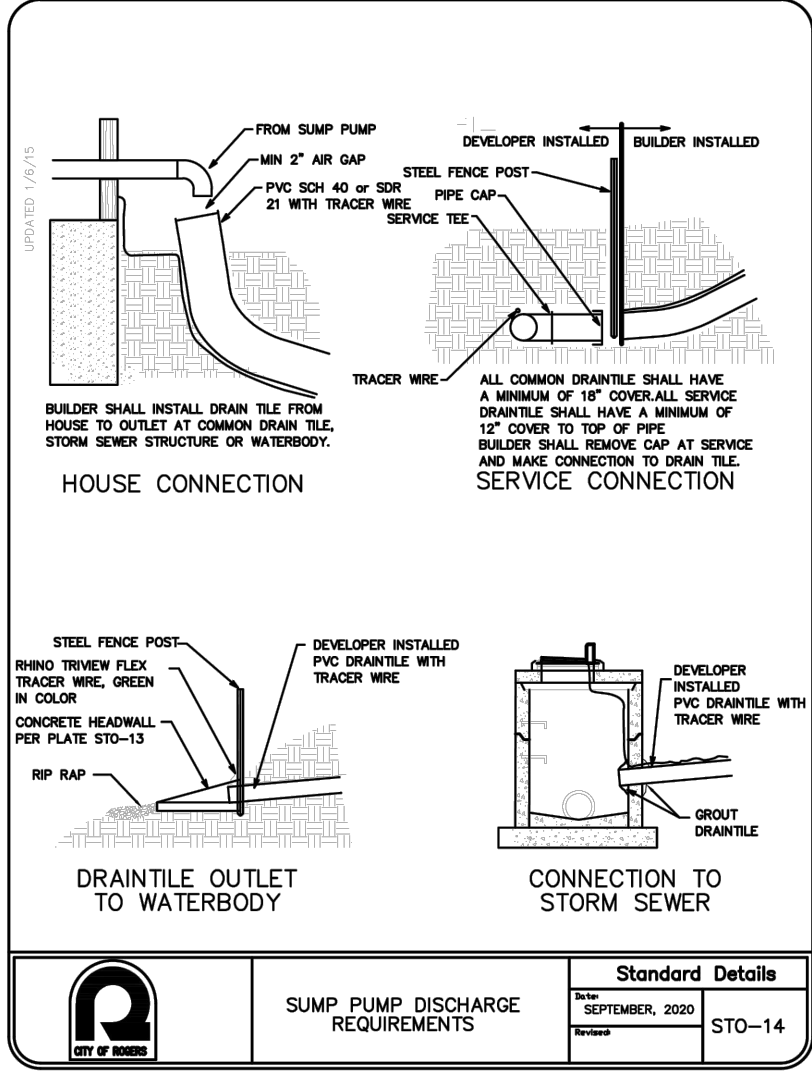
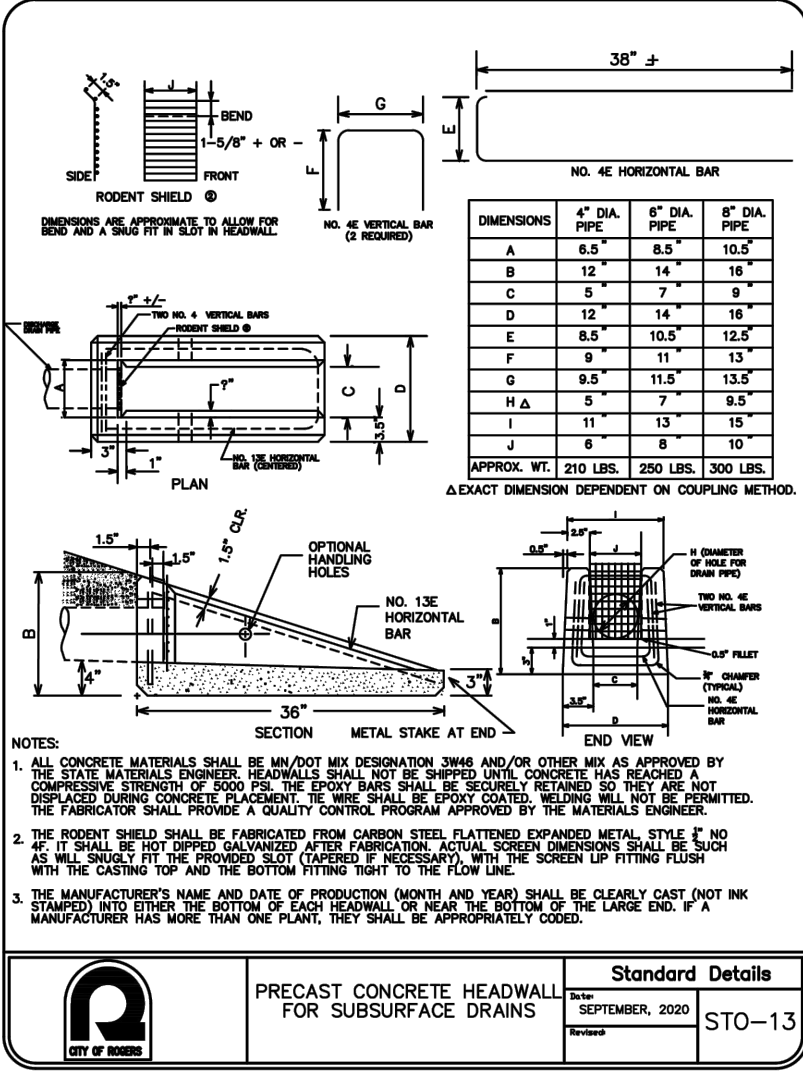
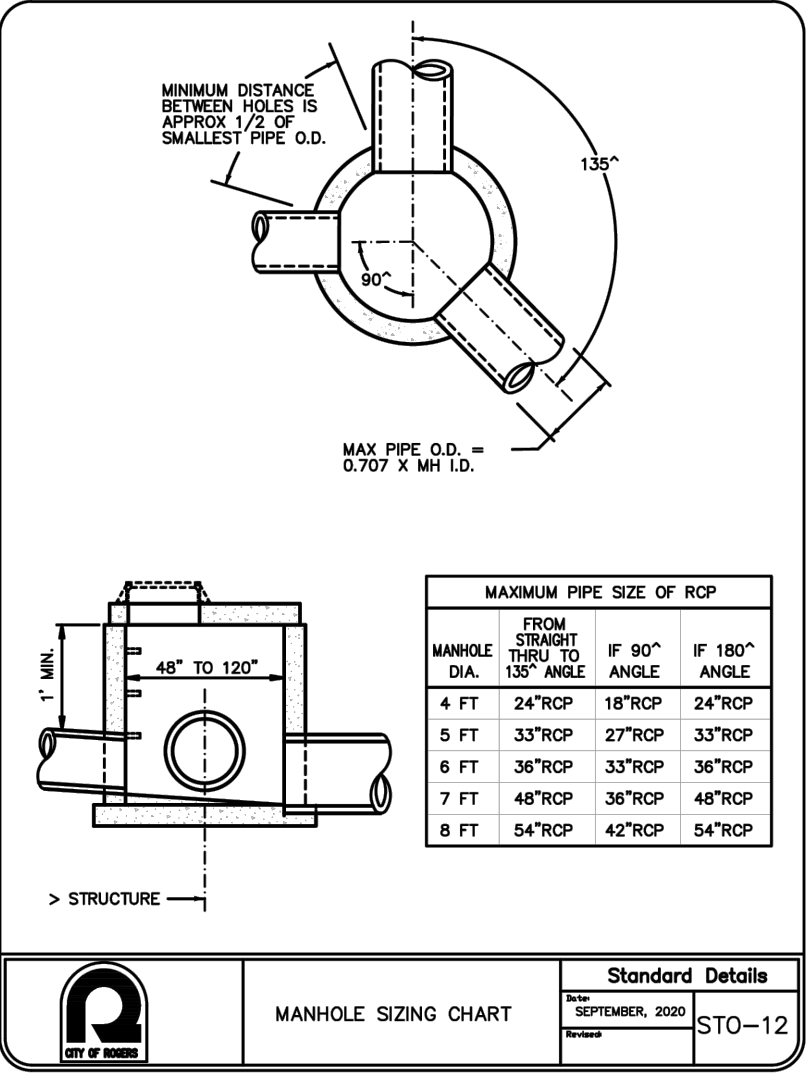
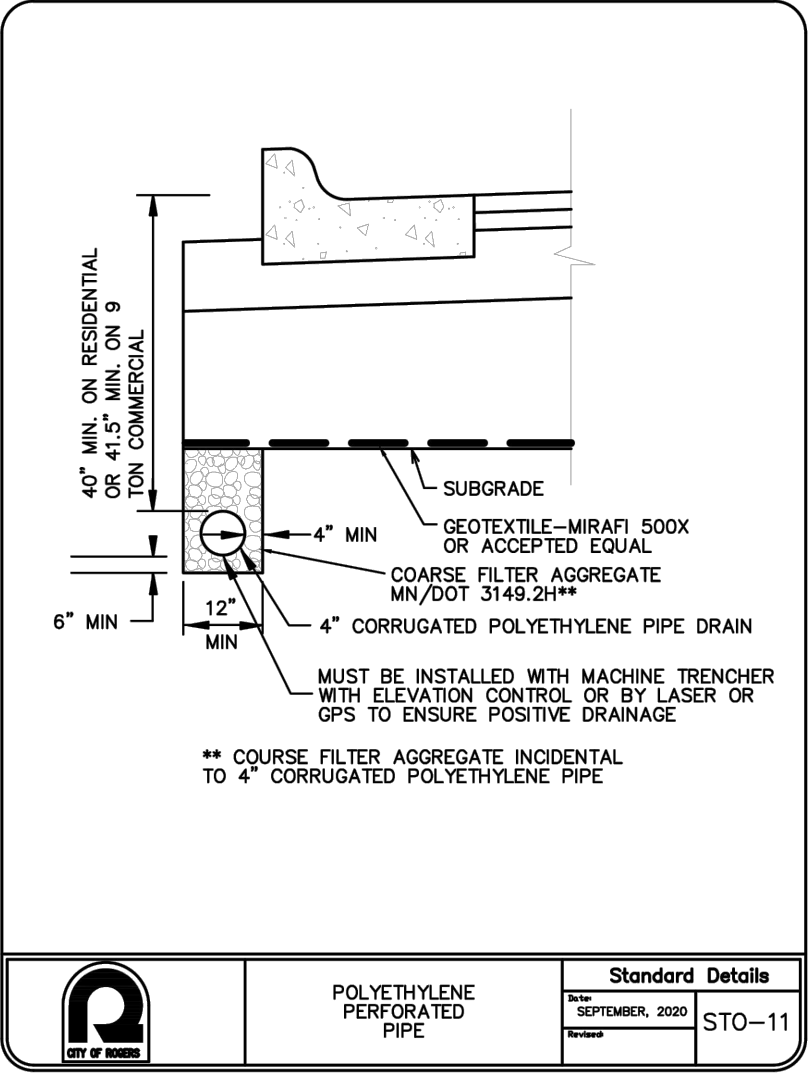
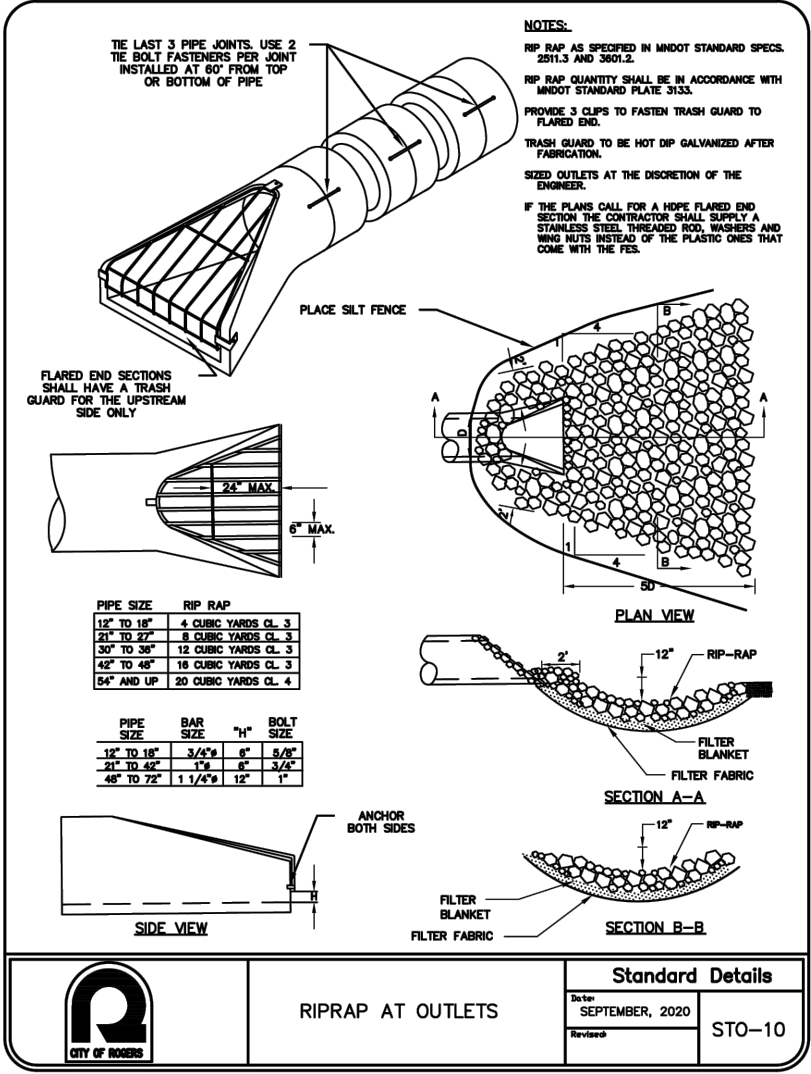
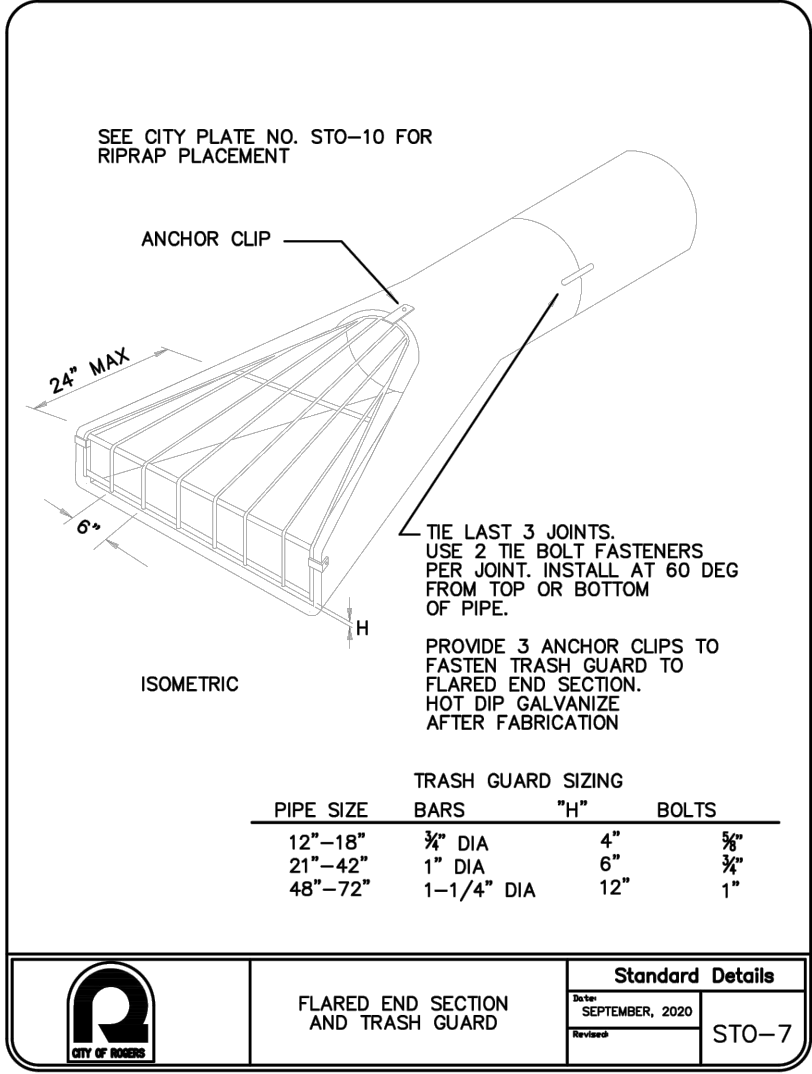
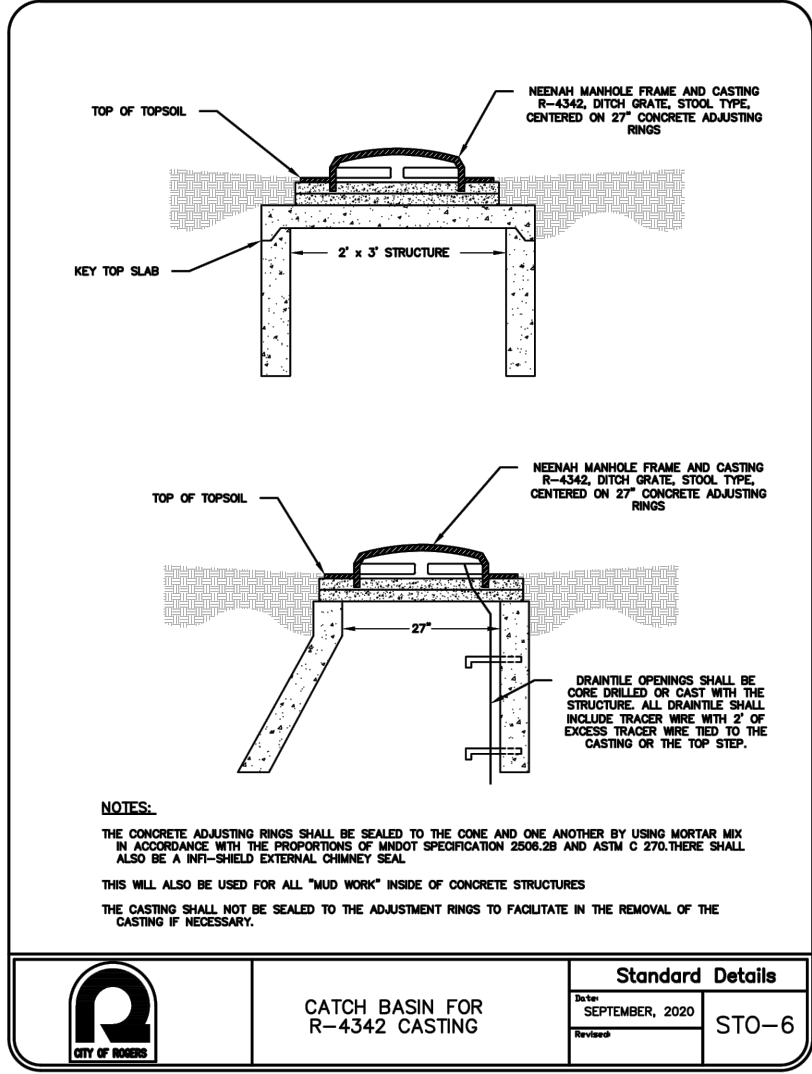
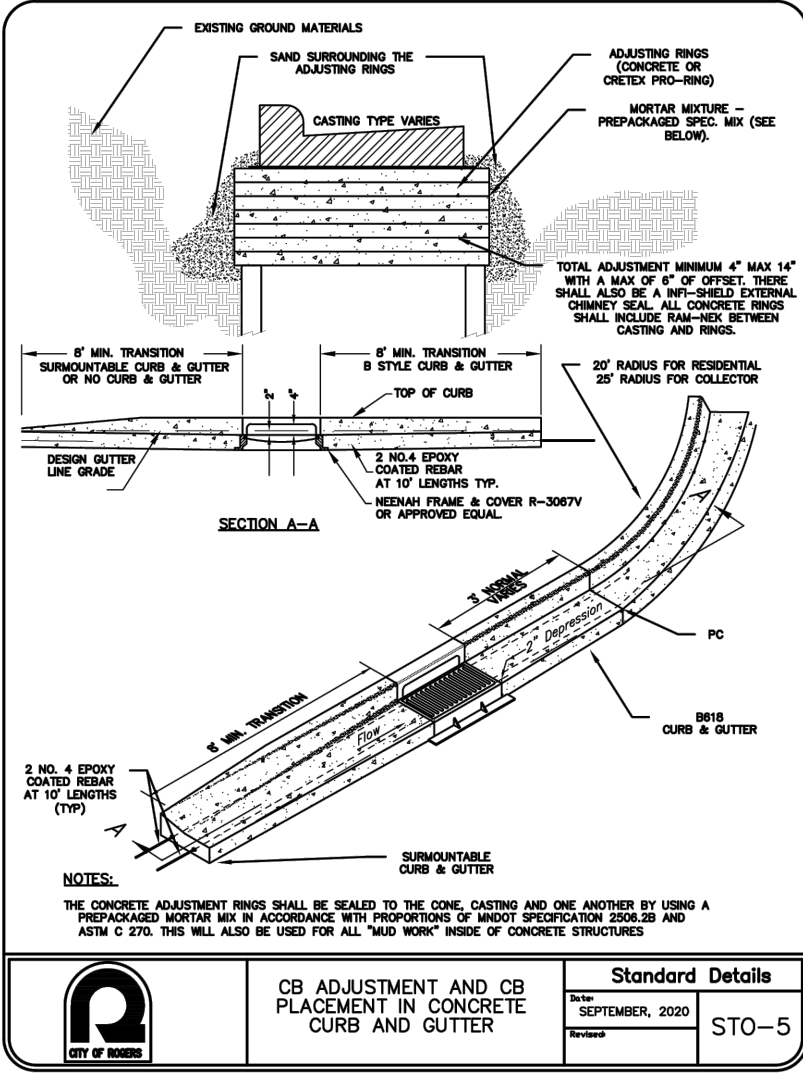
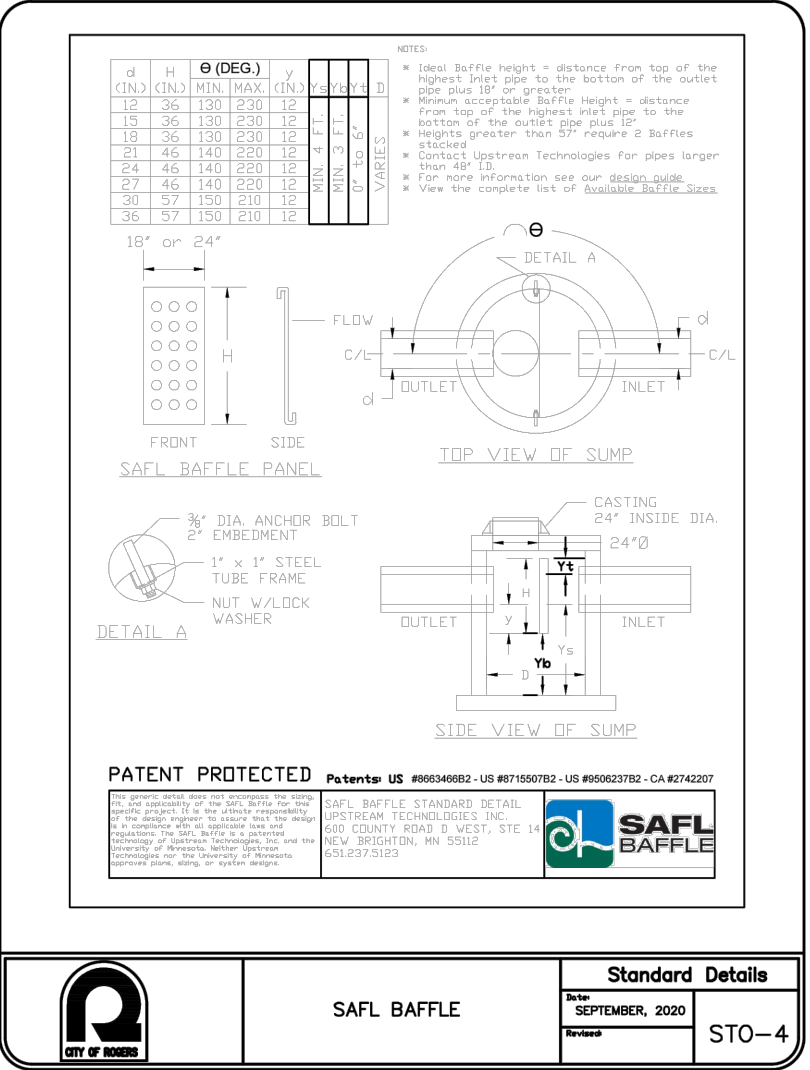
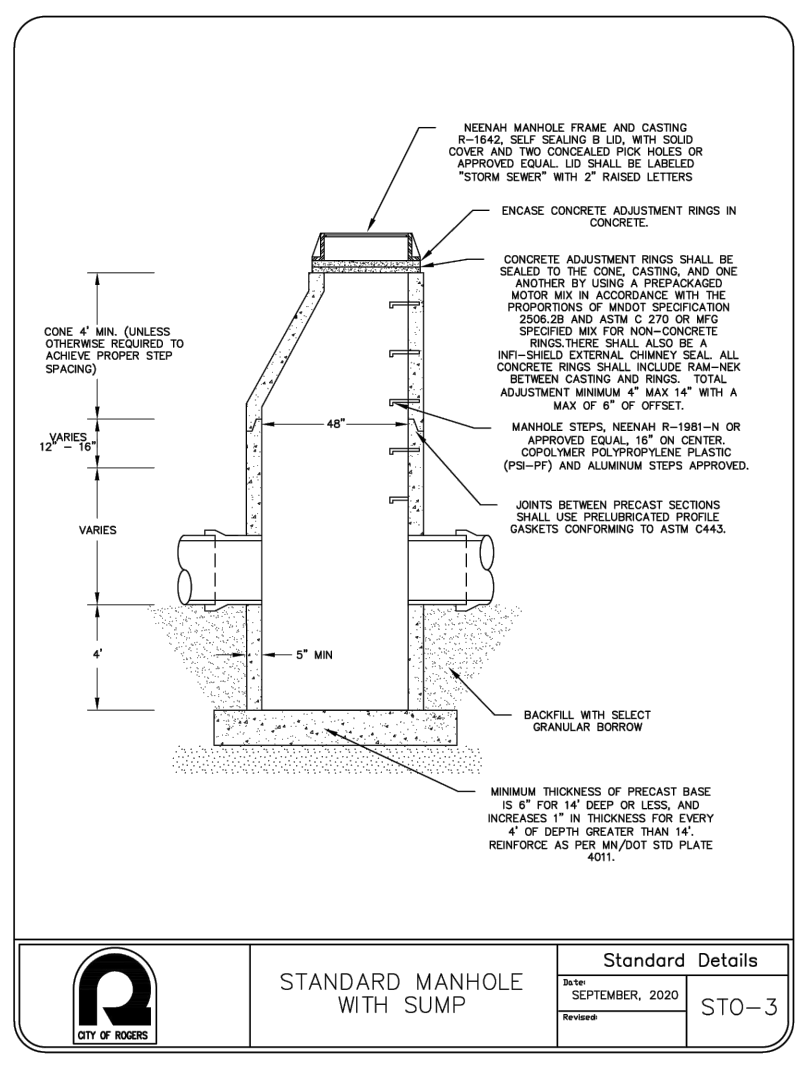
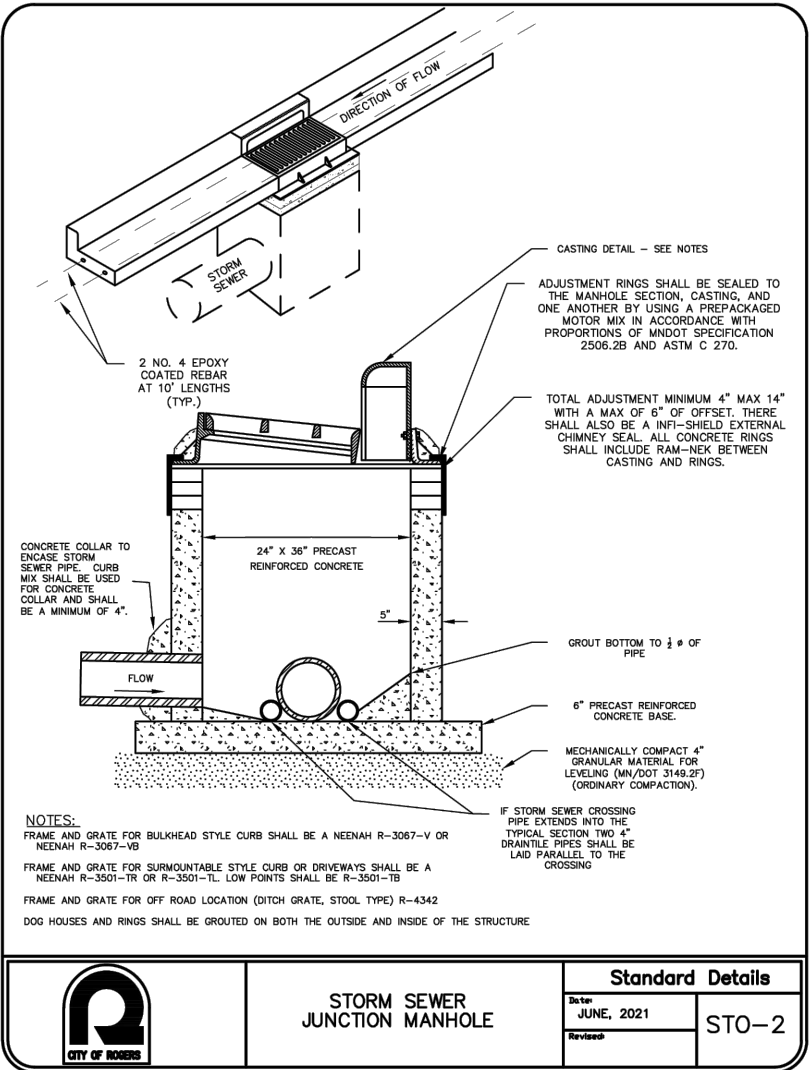
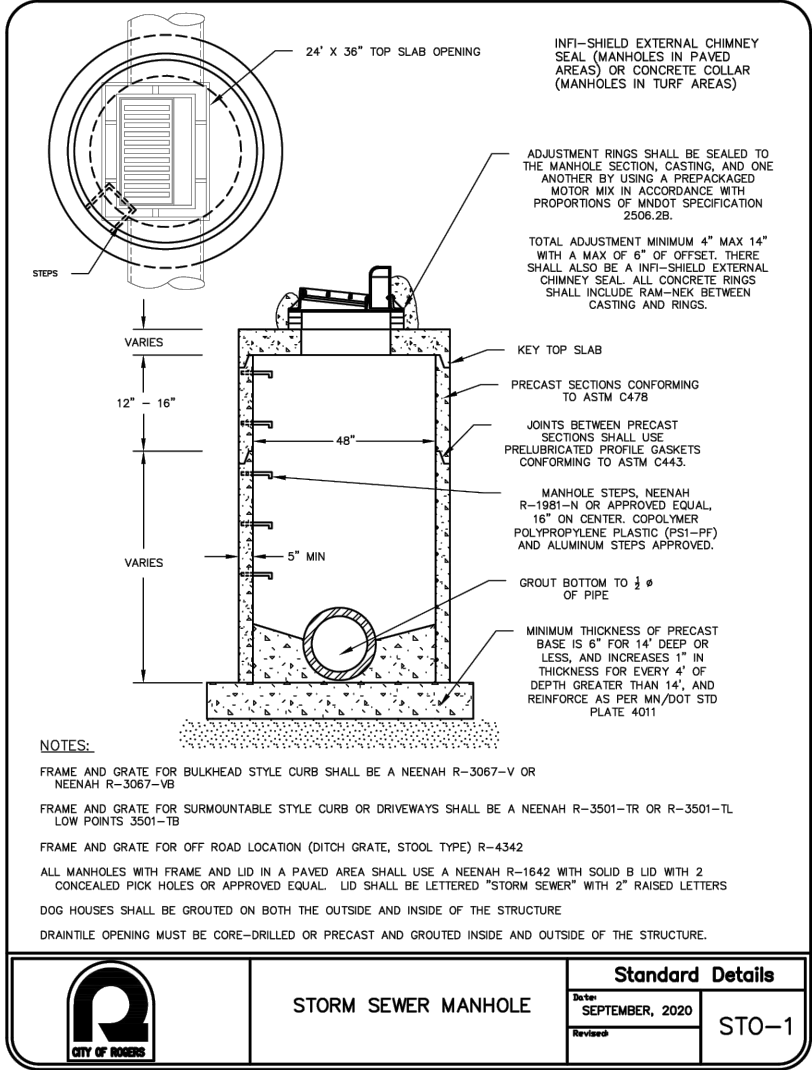
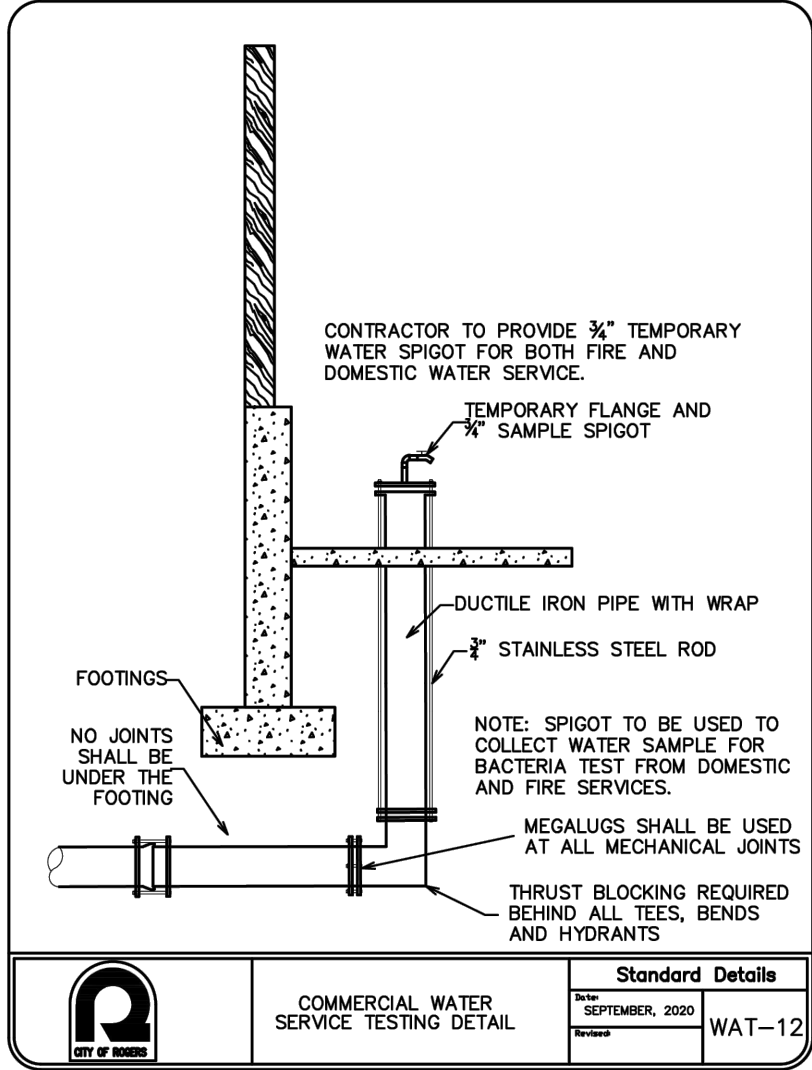
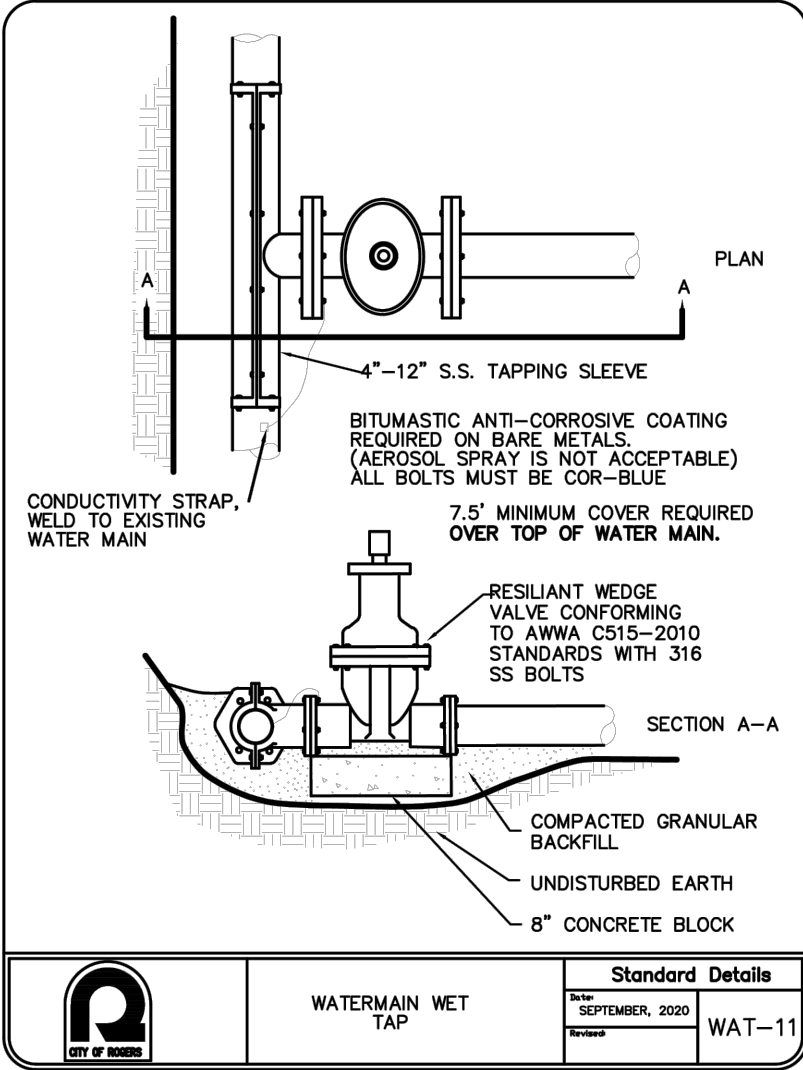


CONSTRUCTION PLANS

DESIGNED:	CHF	INITIAL ISSUE:	09/27/24	PREPARED FOR: FORESTAR GROUP 20860 KENBRIDGE CT LAKEVILLE, MN 55044	I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA CHRISTIAN H. FROEMKE DATE: 09/27/24 LICENSE NO.: 56208	BIG WOODS 3RD ADDITION ROGERS, MN	Westwood Phone (952) 937-5150 12701 Whitewater Drive, Suite #300 Fax (952) 937-5922 Minnetonka, MN 55343 Toll Free (888) 937-5150 westwoodsps.com Westwood Professional Services, Inc.	SHEET NUMBER: 12 OF 16 DATE: 09/27/24
CHECKED:	CHF	REVISIONS:						
DRAWN:	JBS							
HORIZONTAL SCALE:	20'							
VERTICAL SCALE:	4' or 2'							

BIG WOODS 3RD ADDITION





DESIGNED:	CHF
CHECKED:	CHF
DRAWN:	JBS
HORIZONTAL SCALE:	###
VERTICAL SCALE:	## or ##

PREPARED FOR:	FORESTAR GROUP
20860 KENBRIDGE CT	LAKEVILLE, MN 55044
I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA	CHRISTIAN H. FROEMKE
DATE:	09/27/24 LICENSE NO. 56208

BIG WOODS 3RD ADDITION

ROGERS, MN

Westwood
Phone (952) 937-5150 12701 Whitewater Drive, Suite #300
Fax (952) 937-5822 Minnetonka, MN 55343
Toll Free (888) 937-5150 westwoodsps.com
Westwood Professional Services, Inc.

DETAILS

PROJECT NUMBER: 0031278.03

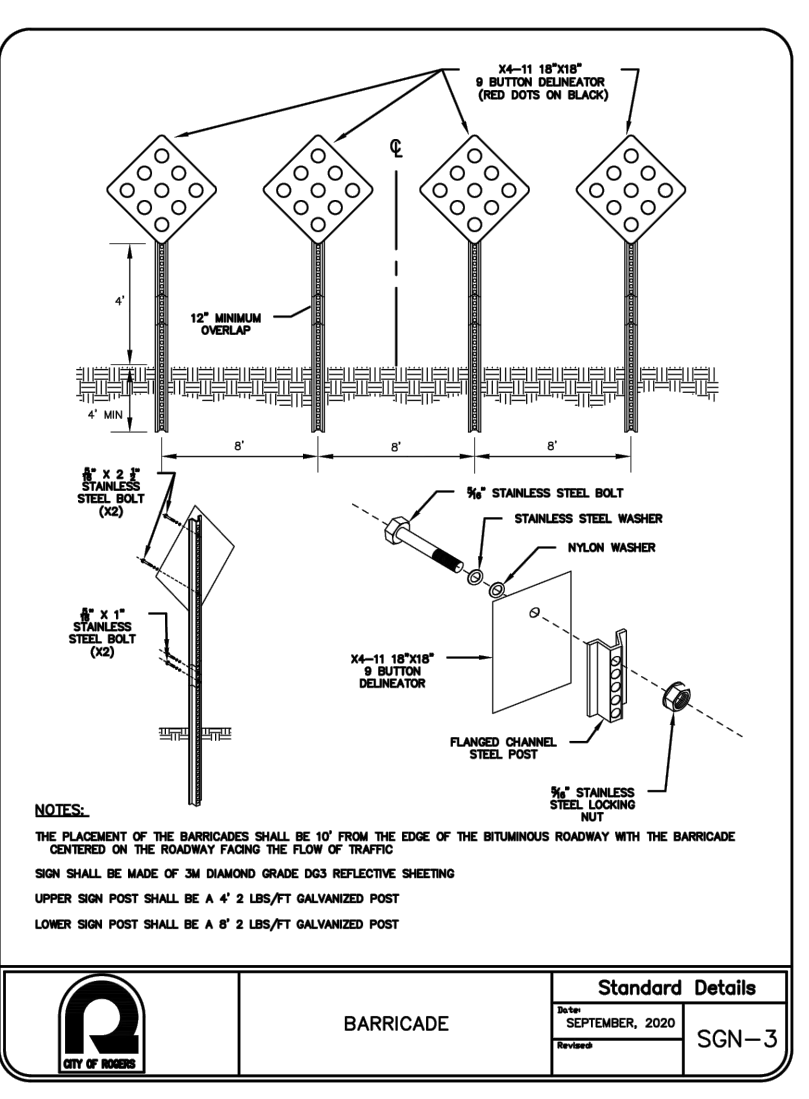
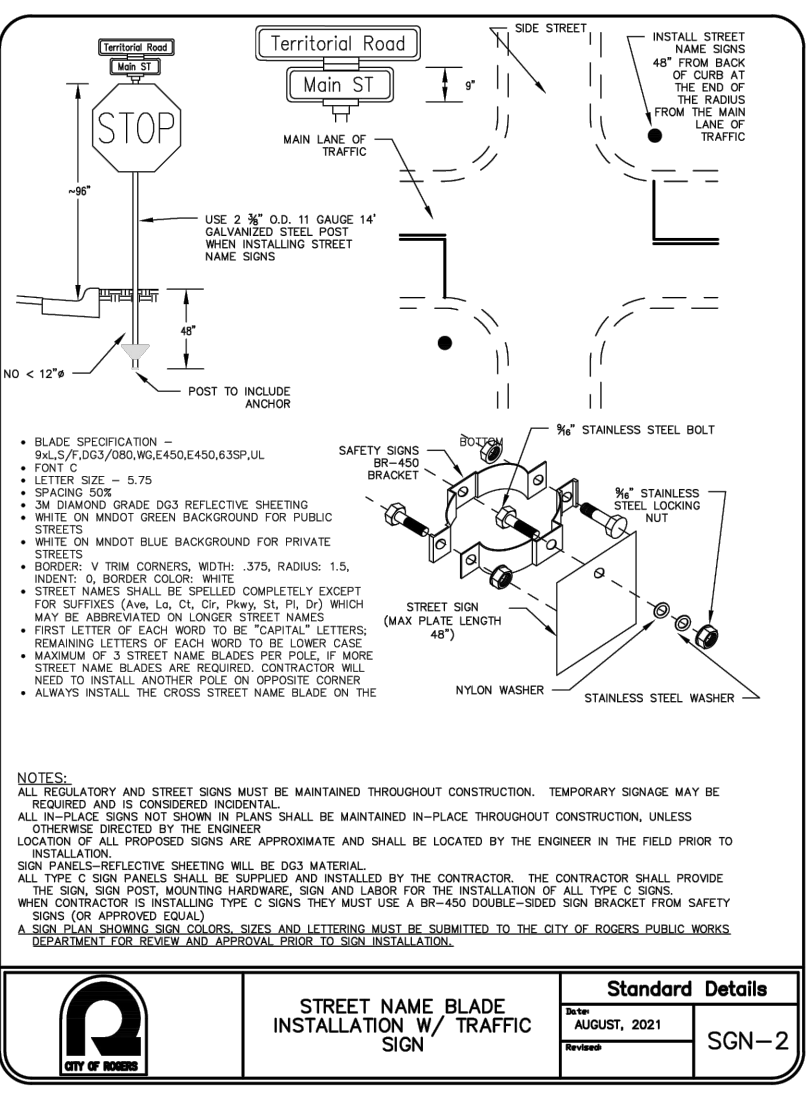
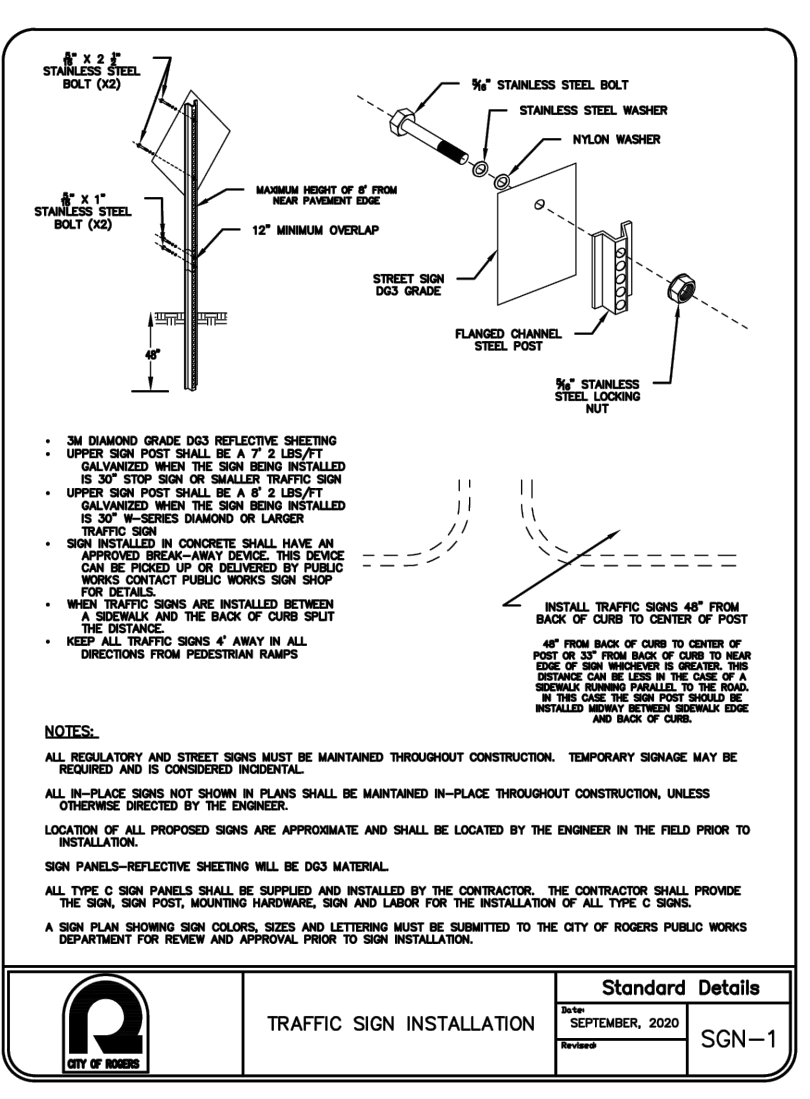
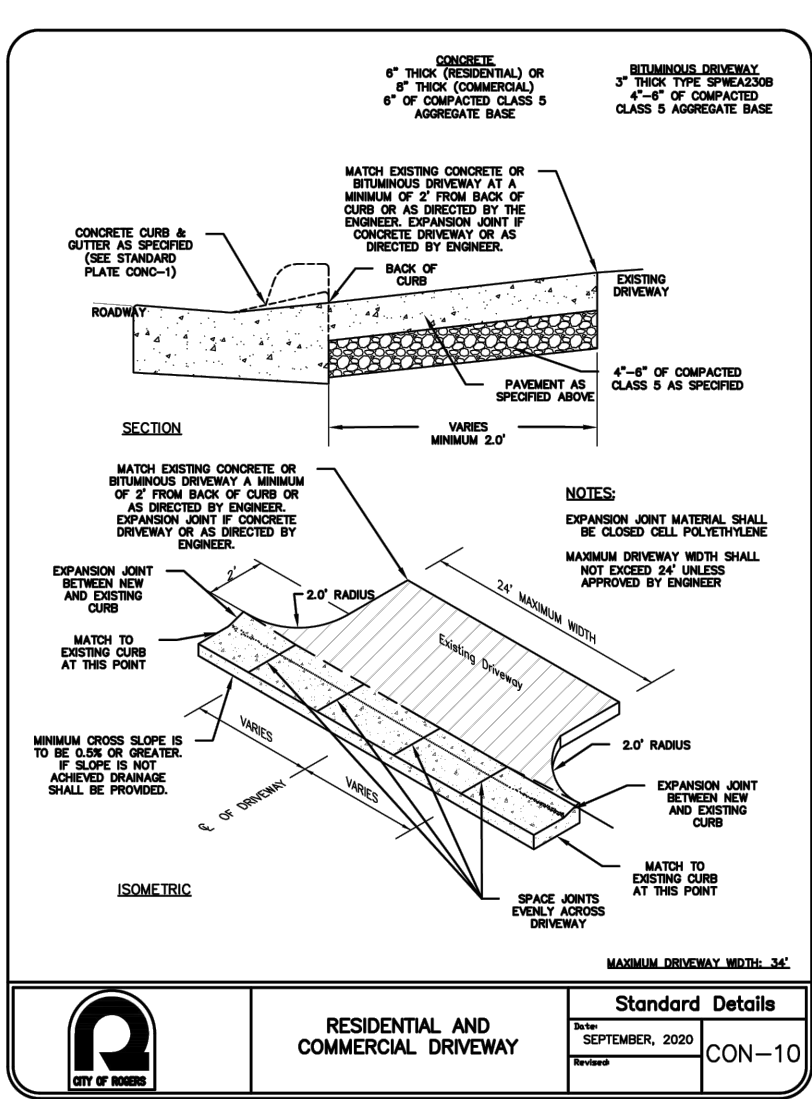
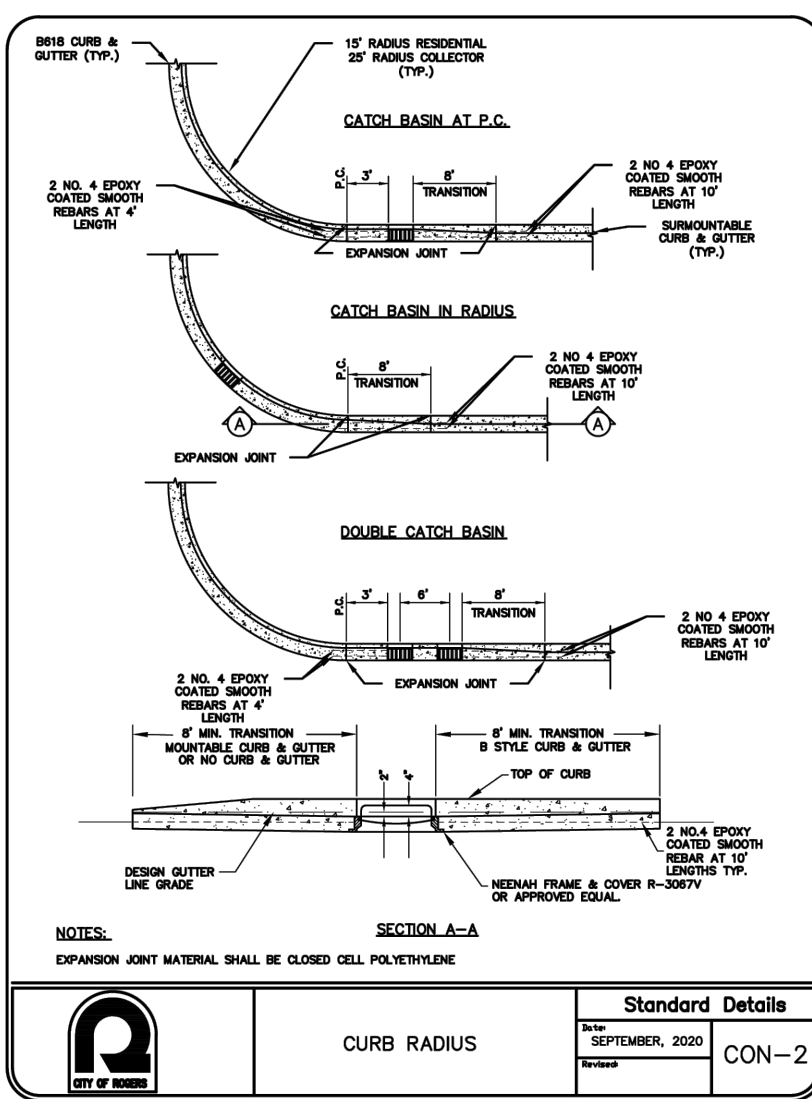
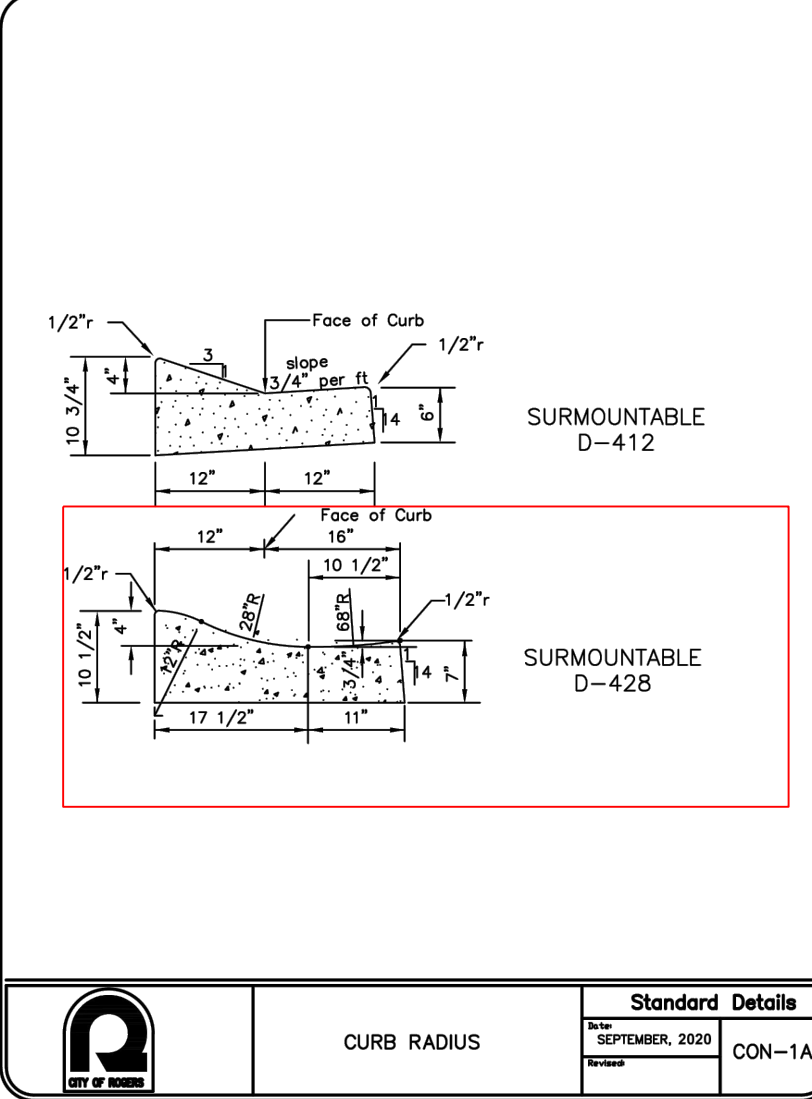
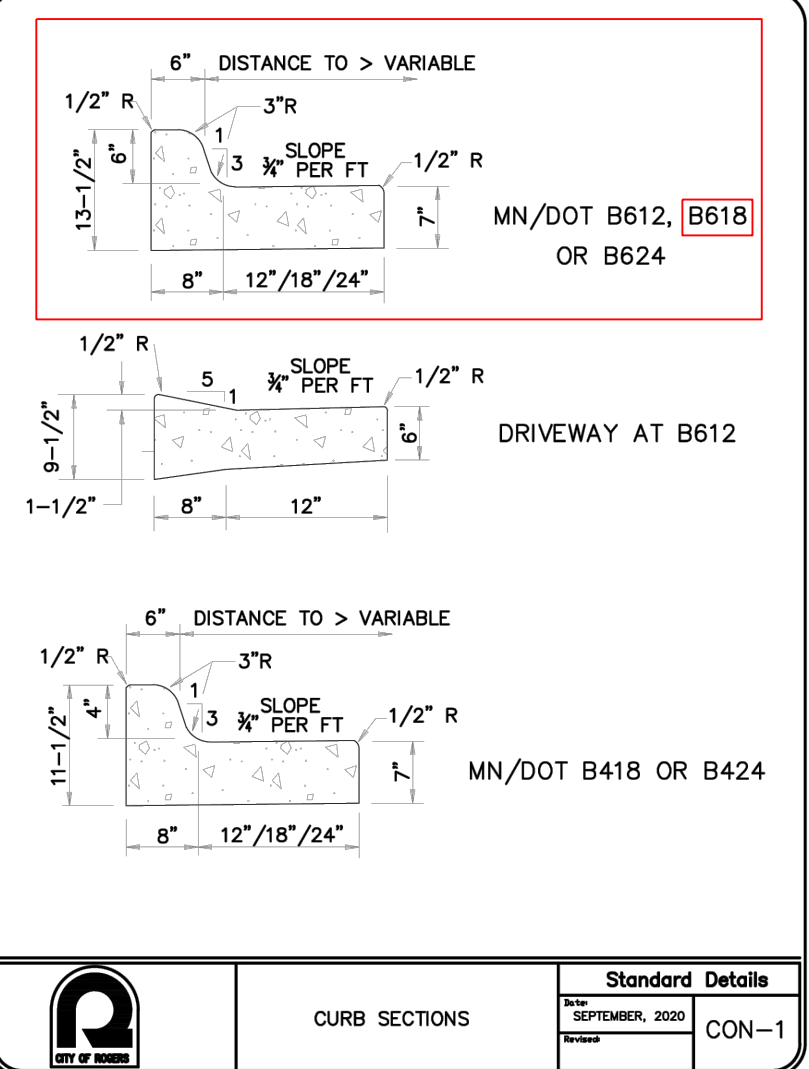
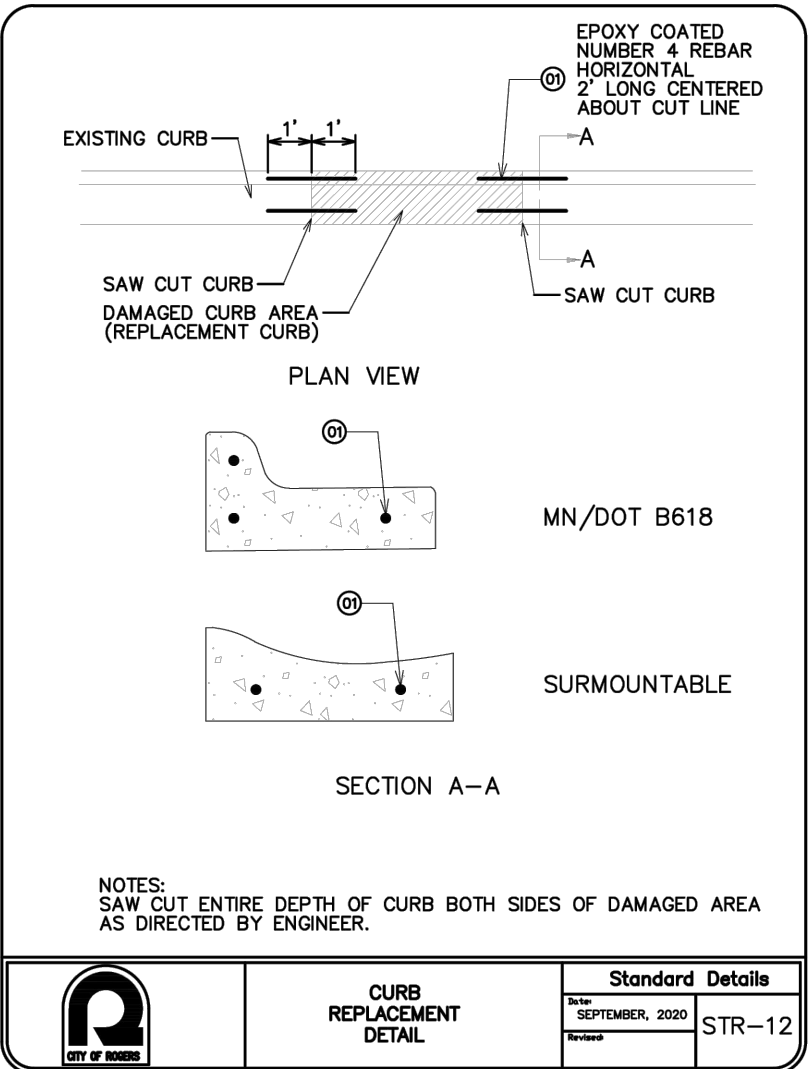
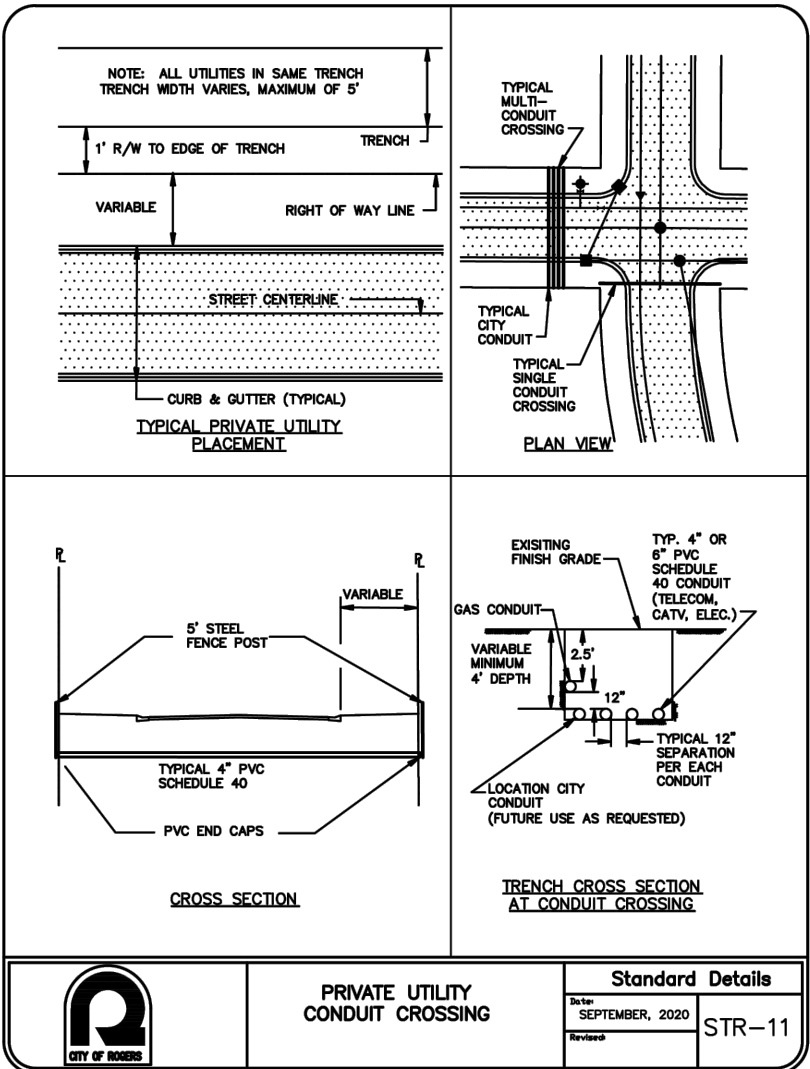
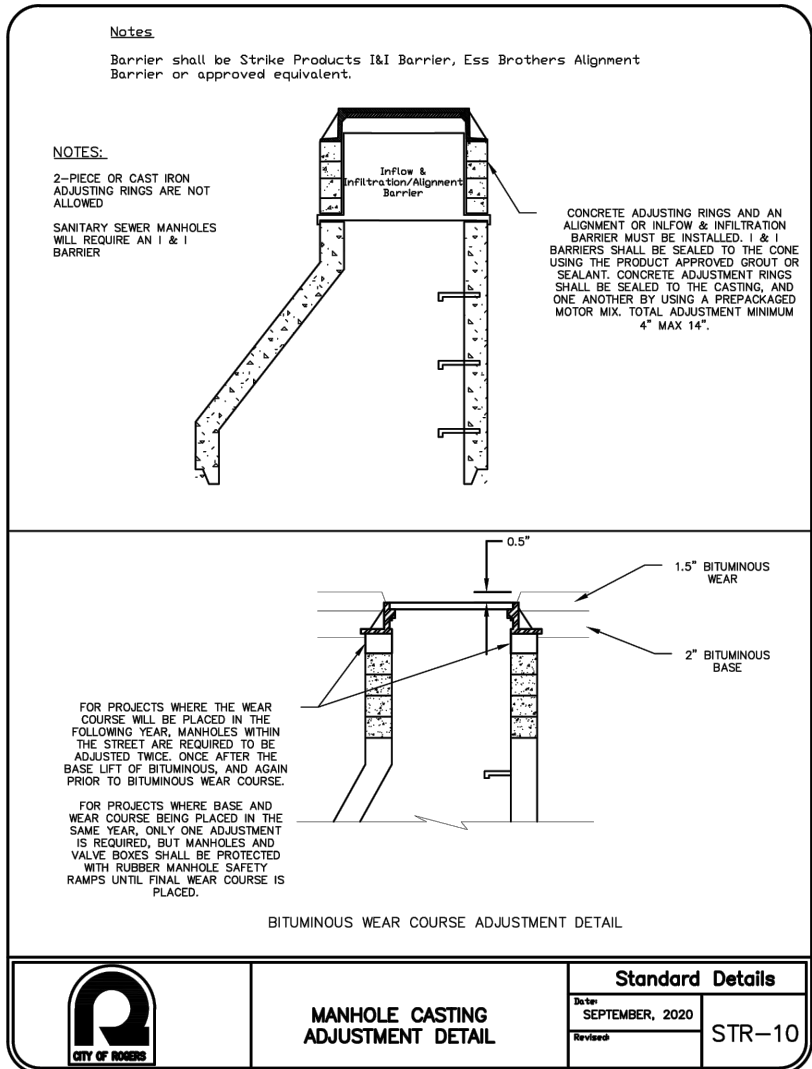
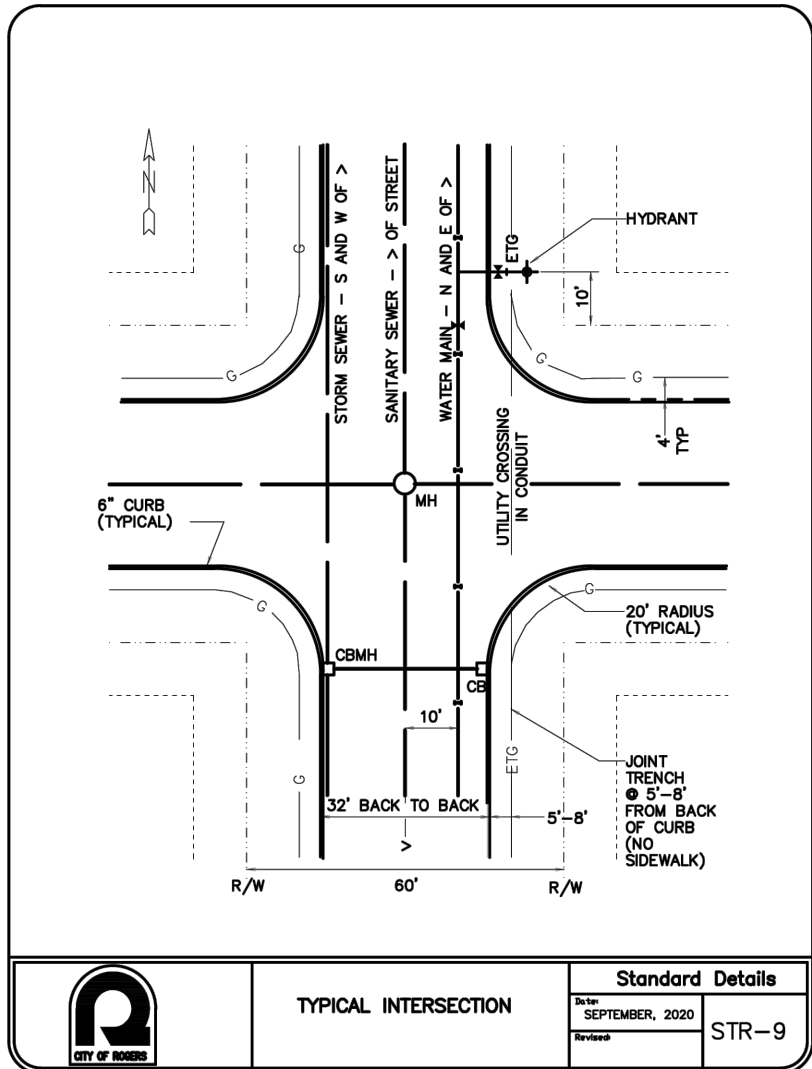
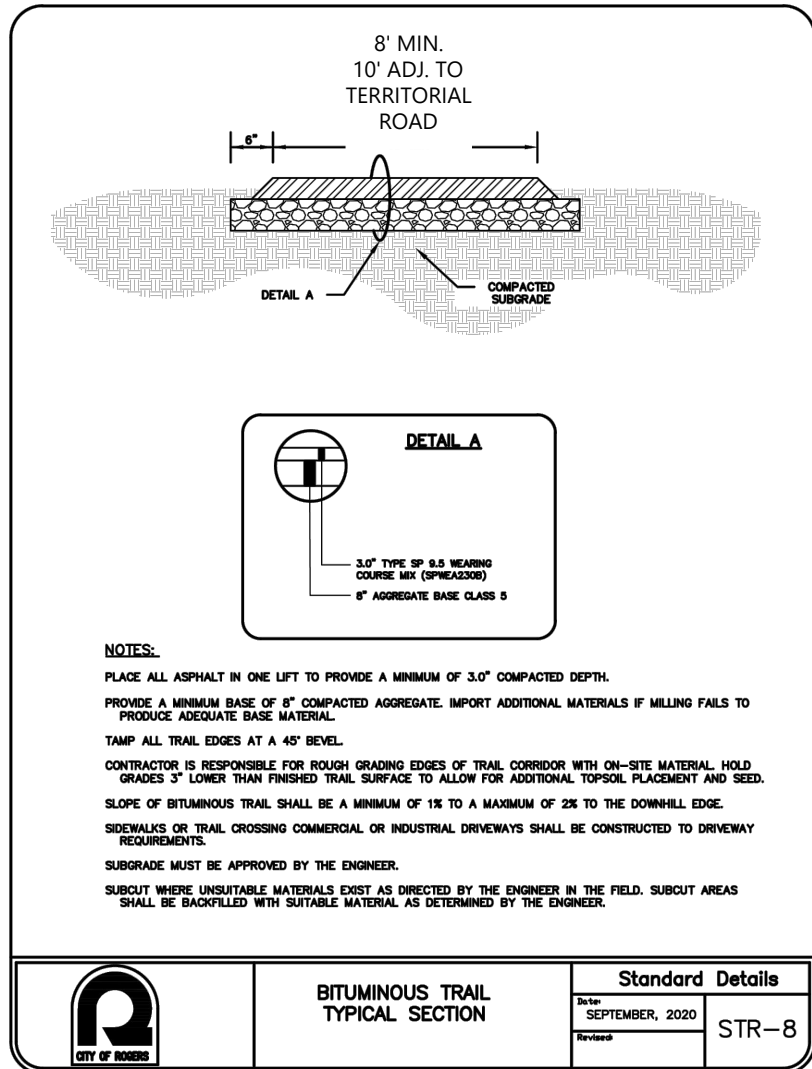
SHEET NUMBER:

14

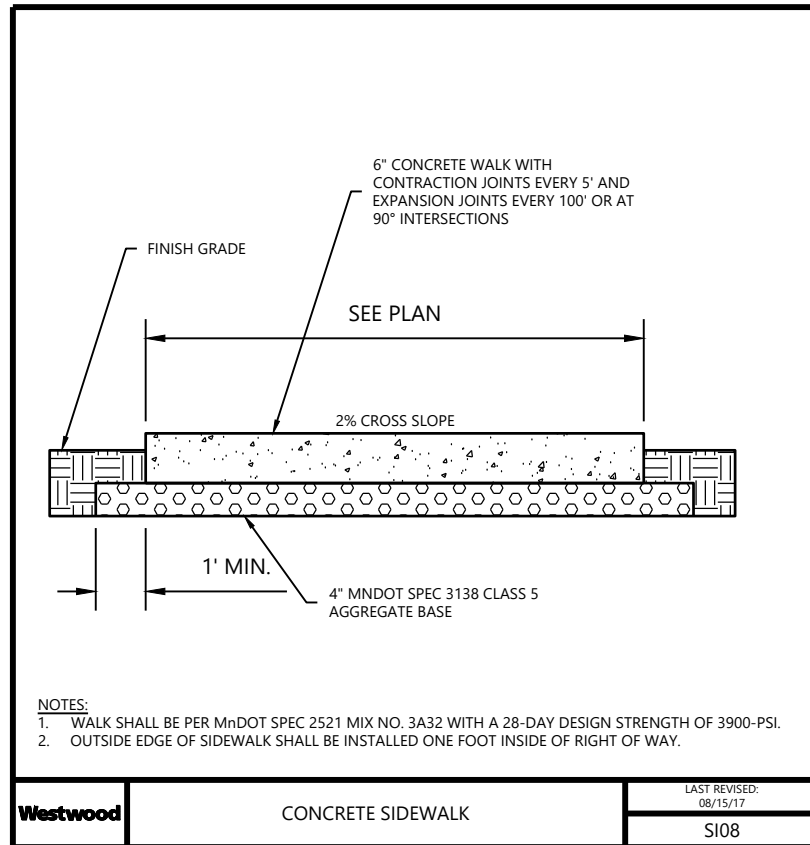
OF

16

DATE: 09/27/24



WETLAND BUFFER SIGN (8"X12")





STAFF REPORT

ROGERS CITY COUNCIL

Meeting Date: January 14, 2025

Agenda Item: 5.17

Subject: Approval of Resolution 2025-04 Final Plat of Towns at Fox Creek 3rd Addition and Authorize Execution of Developer's Agreement and Stormwater Agreement.

Prepared By: Alec Henderson, City Planner

Recommended Council Action

Motion to approve Resolution No. 2025-04, approving the Final Plat for Towns at Fox Creek 3rd Addition, and the Developer's Agreement and Stormwater Maintenance Agreement for Phase 3 of the Development.

Overview / Background / Analysis

M/I Homes (Developer) submitted a Land Use & Zoning Application requesting Final Plat approval for the final phase of Towns at Fox Creek, a 150-unit townhome development on the 15.133-acre parcel of land on Hynes Road (Development); former site of the Busch Brothers Greenhouse. The development area includes the 13.13-acre former greenhouse property (PID: 15-120-23-31-0022) and the two (2) existing single-family home sites, each 0.85 acres (PIDs: 15-120-23-31-0015 and 15-120-23-31-0016); hereafter referred to as the "Subject Property." Phase 3 includes the final 65 units for the development and 1 outlot.

Final Plat applications do not require Planning Commission review or public hearings. Final Plats that are consistent with the Preliminary Plat should be approved. The proposed Final Plat is substantially similar and staff recommends approval.

Primary Issues to Consider

1. Land Use and Zoning
2. Plat Standards
3. Development Agreements

Analysis of Primary Issues

1. Land Use and Zoning

As described above, M/I Homes is proposing to commence with Phase 1 of its approved 150-unit townhome residential development. Phase 3 shall include 65 units and one (1) Outlot. The 2040 Comprehensive Plan (2040 Plan) guides the property as **Medium Density Residential**; zoning is **Mid-Density Residential (R-3)**. A net

residential density of 5.0 to 11.0 units per net acre is required; the proposed net density is 9.91. Townhomes are a permitted use for **R-3**.

Land Use and Zoning standards are satisfied.

2. Plat Standards

The Plat proposes to create 14 townhome pad sites for 65 individual townhome lots and one (1) outlots. The outlot encompasses the common area and internal streets for the development. The Development complies with all required minimum lot standards and setbacks as required by **R3** zoning. The proposed Final Plat satisfies all City platting requirements and is consistent with the approved Preliminary Plat for the Development.

Preliminary Plat standards are satisfied.

3. Development Agreement

The attached Developer's Agreement specifically address the terms, conditions, financial obligations of the Development. No land is to be deeded and/or dedicated to the City, except the Developer is providing a trail easement to the City as part of the trail construction along Hynes Road. Financial obligations – fees and security requirements – are stated in Exhibit B.

Pending Special Assessments

The former greenhouse property (PID: 15-120-23-31-0022) has a pending assessment balance of \$458,457.68. In 2002, the City entered into an agreement with the Busch family, allowing the deferment of the assessment to be paid "at the time that said properties develop." That agreement requires payment by "the Busch Family, or its assigns." Two (2) other pending assessments attached to that agreement were previously paid with other development.

The final assessment amount due is detailed in the Exhibit B in the attached Developer's Agreement and consists of the remaining \$190,491.68 of the \$458,457.68.

Homeowners Association (HOA)

Towns at Fox Creek will be managed by a HOA. The Developer will create HOA documents for the purpose of the Development. Those documents will need to be provided to City staff and City Attorney for review prior to the release of the Final Plat and Developer's Agreement for recording.

Staff Recommendation

City staff recommends approval of the Final Plat for Towns at Fox Creek Third Addition

and related development agreements.

Financial Impact: Not applicable.

Source Fund: Not applicable.

Budgeted? N/A

Supporting Documentation

- A. Resolution No. 2025-04_Final Plat_Towns at Fox Creek Third Addition_01-14-2025
- B. Draft_Development Agreement_Towns at Fox Creek Third Addition_MI Homes_01-14-2025
- C. Draft_Stormwater Maintenance Agreement_Towns at Fox Creek Third Addition_MI Homes_01-14-2025
- D. Towns At Fox Creek Third Addition Final Plat
- E. Towns_At_Fox_Creek_Grading_22x34_100924
- F. Towns_At_Fox_Creek_3rd addition_Civil_22x34_100924
- G. Towns_At_Fox_Creek_Landscape
Plans_Towns_At_Fox_Creek_Prelim_24x36_100924

RESOLUTION NO. 2025-04

A RESOLUTION GRANTING APPROVAL OF THE FINAL PLAT FOR TOWNS AT FOX CREEK THIRD ADDITION

WHEREAS, M/I Homes of Minneapolis/St. Paul, LLC (Developer) has requested from the City of Rogers Final Plat (Plat) approval for Towns at Fox Creek Third Addition, as legally described in Exhibit A (Subject Property); and,

WHEREAS, The City Council approved the original Preliminary Plat for Towns at Fox Creek, a 150-unit residential townhome development by Resolution No. 2021-116 on December 14, 2021. The Final Plat for Phase 1 was approved by Resolution No. 2022-42 on April 26, 2022. The City Council approved the Preliminary Plat Amendment for Towns at Fox Creek by Resolution No. 2023-40 and the Final Plat for Phase 2 by Resolution No. 2023-41 on June 27, 2023. The City Council approved the Final Plat for Phase 3 by this resolution (collectively, “City Approvals”); and,

WHEREAS, the Developer intends to construct 65 townhome units (Phase 3) for the development on parcels totaling 15.133 acres located between Hynes Road and Hynes Court; and,

WHEREAS, the Subject Property is guided as Medium-Density Residential, per the 2040 Comprehensive Plan (2040 Plan), and zoned as Mid-Density Residential (R3), and the Final Plat is consistent with the 2040 Plan and R3 zoning; and,

WHEREAS, the Plat satisfies R3 zoning standards and is consistent with the City Approvals Preliminary Plat for the Towns at Fox Creek development as approved by the City Council on June 27, 2023, per Resolution No. 2023-40.

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF ROGERS, MINNESOTA, that the Final Plat for Towns at Fox Creek Third Addition is hereby approved for Phase 3 of the Development as proposed by the Developer, and is conditioned upon the Developer complying with the plat opinion and complete revisions to the Plat and Civil Plans as may be required by the City Attorney and/or the Public Works Director or City Engineer.

BE IT FURTHER RESOLVED, the Final Plat shall meet the conditions of previous City Approvals.

BE IT FURTHER RESOLVED, the City of Rogers and M/I Homes of Minneapolis/St. Paul, LLC shall execute a Developer’s Agreement for the Development, identifying the terms and conditions of the development and fees, escrows and financial security obligations of the Developer, including payment of assessments levied against the Subject Property. The Agreement shall be filed with Hennepin County for recording.

BE IT FURTHER RESOLVED, the Final Plat shall be not be released for recording until the Developer’s Agreement is executed by both parties and all fees, escrows, financial security obligations and assessments due with Phase 3 are received by the City; recording of the Final Plat with the land records office of Hennepin County must occur within 30 days of its release by the City to Developer.

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 14th day of January, 2025.

Shannon Klick, Mayor

ATTEST:

Stacie Brown, City Clerk

EXHIBIT A

TOWNS OF FOX CREEK ADDITION LEGAL DESCRIPTIONS

Existing Legal Descriptions

Lot 1, Block 2, FOX CREEK NORTH, together with that part of vacated Hynes Court, as created and dedicated in said plat of FOX CREEK NORTH, lying southerly of the easterly extension of the North line of Lot 1, Block 2, said plat of FOX CREEK NORTH, Hennepin County, Minnesota

AND Lot 1, Block 3, FOX CREEK NORTH, Hennepin County, Minnesota

AND Outlot B, TOWNS AT FOX CREEK SECOND ADDITION, Hennepin County, Minnesota

AND All that part of Hynes Court (formerly known as Hynes Road), as created and dedicated in the plat of FOX CREEK, Hennepin County, Minnesota, lying northerly of the following described line and its westerly extension:

Beginning at the Southwest corner of Lot 1, Block 1, FOX CREEK 4TH ADDITION, according to the recorded plat thereof, Hennepin County, Minnesota; thence westerly at right angles to the West line of said Lot 1, Block 1, to the West line of Hynes Court (formerly known as Hynes Road) and said line there terminating.

Proposed Legal Descriptions

Lots 1 through 6 inclusive, Block 1; Lots 1 through 6 inclusive, Block 2; Lots 1 through 4 inclusive, Block 3; Lots 1 through 4 inclusive, Block 4; Lots 1 through 4 inclusive, Block 5; Lots 1 through 6 inclusive, Block 6; Lots 1 through 5 inclusive, Block 7; Lots 1 through 6 inclusive, Block 8; Lots 1 through 4 inclusive, Block 9; Lots 1 through 4 inclusive, Block 10; Lots 1 through 4 inclusive, Block 11; Lots 1 through 4 inclusive, Block 12; Lots 1 through 4 inclusive, Block 13; Lots 1 through 4 inclusive, Block 14; Outlots A, Towns at Fox Creek 3rd Addition, Hennepin County, Minnesota.

[Torrens Cert#]
[Abstract Cert#]

DEVELOPER'S AGREEMENT
TOWNS AT FOX CREEK THIRD ADDITION
PHASE 3

THIS DEVELOPER'S AGREEMENT ("Agreement") is made this ____ day of _____, 2024 by and between the City of Rogers, a municipal corporation under the laws of Minnesota ("City"), located at 22350 Diamond Lake Road, Rogers, Minnesota 55374, and M/I Homes of Minneapolis/St. Paul, LLC, a Minnesota limited liability company, located at 5354 Parkdale Drive, Suite #100, St. Louis Park, MN 55416 ("Developer").

RECITALS

- A. The development site encompasses 15.133 gross acres, of which the Developer is the current fee owner of certain real estate totaling 13.436 acres, which is inclusive of Phase 3 of the Development, located in the City of Rogers, Minnesota, which is legally described in Exhibit A ("Subject Property").
- B. The City Council approved the original Preliminary Plat for Towns at Fox Creek, a 150-unit residential townhome development by Resolution No. 2021-116 on December 14, 2021. The Final Plat for Phase 1 was approved by Resolution No. 2022-42 on April 26, 2022. The City Council approved the Preliminary Plat Amendment for Towns at Fox Creek by Resolution No. 2023-40 and the Final Plat for Phase 2 by Resolution No. 2023-41 on June 27, 2023, and the Final Plat for Phase 3 by Resolution 2025-04 (collectively, "City Approvals").
- C. With Phase 3, the Developer intends to create 14 townhome pad sites and construct 65 townhome units. All roadways to be constructed with Phase 3 and throughout the Development shall be private with connections to Hynes Road and Hynes Court. The Development shall include

the construction of one (1) public trail adjacent to Hynes Road, from Industrial Boulevard to Hynes Court, and a network of internal private sidewalks, as shown in Exhibit C (“Approved Plans”).

D. Developer agrees to comply with all requirements set forth by applicable City Codes, City Approvals and the Approved Plans, as herein defined and depicted on the attached Exhibit C, except as may be specifically authorized in this Agreement.

F. The City and the Developer now desire to enter into this Agreement setting forth certain requirements and obligations relating to the development of the Subject Property, including but not limited to the execution and recording of certain instruments. This Agreement replaces and supersedes any previous oral agreements, understandings, or previous negotiations between the parties in relation to the Subject Property.

G. Developer shall perform work and install certain on and off-site improvements related to the Development, including specific improvements to the Subject Property, as indicated in the Approved Plans, as described in Section 1.01, and other development standards and requirements as identified in Article Two of this Agreement. Said improvements to the Subject Property described herein and attached hereto shall be referred to hereafter as the “Improvements.”

AGREEMENT

In consideration of each party’s promise as set forth in this Agreement, it is mutually agreed as follows:

ARTICLE ONE CONSTRUCTION OF IMPROVEMENTS; EASEMENTS & RIGHTS OF ENTRY

1.01. Developer Responsible. The Developer has submitted its plans and specifications for the Development to the City for the City’s review and approval. Developer agrees to construct and pay for the Improvements required for development of the Subject Property, as described in plans and specifications approved by of the City Engineer (“Approved Plans”). For the purpose of this Agreement, the Approved Plans shall include the Grading, Erosion Control, Storm Water/SWPPP and Street and Utility Plan Sets dated [REDACTED], 2024. The City Engineer approved the plans for the Development on [REDACTED], 2025. The Approved Plans are set forth in Exhibit C. The Improvements shall be constructed in accordance with City specifications and the Approved Plans. Prior to beginning construction, the Developer or the Developer’s engineer shall submit a copy of the Approved Plans with the Public Works Director and shall schedule a preconstruction meeting with all concerned parties, including City staff and engineers to review the program for construction work. All labor and work will be in strict conformance with the Approved Plans. Any deviation from the Approved Plans must be preapproved in writing by the Public Works Director, which shall not be unreasonably withheld. Developer shall pay for Improvements which costs are estimated and listed in the attached Exhibit B.

1.02. Staking, Surveying and Inspections. Developer must provide all required staking and surveying for the Improvements in order to ensure that the completed Improvements conform to the

Approved Plans. The City will provide for construction inspection and material testing for the Improvements. Developer must notify the Public Works Director at least 48 hours in advance, not including weekend days or holidays, for inspection service or scheduling of tests to be performed. Costs incurred by the City for the inspection activities will be recovered through the escrow described in Article Two.

1.03. Unsatisfactory Labor or Material. The Public Works Director shall not reject as defective and/or unsuitable any material or labor delivered consistent with the Approved Plans. In the event that the Public Works Director reasonably rejects as defective or unsuitable material, then such material must be removed and replaced with approved material at the sole cost and expense of the Developer. In the event the Public Works Director reasonably rejects as defective or unsuitable any material supplied by the Developer, then the labor must be completed again to the specifications and approval of the Public Works Director at the sole cost and expense of the Developer.

1.04. Records. Upon request by the Public Works Director, Developer will provide requested copies of bids, change orders, suppliers, subcontractors, or related matters, relating to the Improvements.

1.05. Final Inspection/Acceptance. Upon completion of the Improvements and any work required following inspection(s) by the Public Works Director, the Public Works Director and the Developer's contractor and/or engineer will promptly make a final inspection of the Improvements to determine that the Improvements were installed pursuant to the Approved Plans. Before final payment is made to the contractor by the Developer, the Public Works Director shall be satisfied that all work is satisfactorily completed in accordance with the Approved Plans, and the Developer's engineer shall submit a written statement attesting to the same. Final approval and acceptance of the Development and Improvements shall be in writing from the City to Developer ("Final Approval"), and shall include acceptance of any Improvements which are to be transferred to the City.

1.06. As-built Plans. Upon completion of the Improvements, the Developer shall provide the City with: (i) a full set of as-built plans in a digital PDF format, and (ii) an as-built survey in a CADD format for City records. Utility profiles are not required to be included in the as-built plans.

1.07. Maintenance Bond. The Developer and/or its contractor shall be required to furnish the City a two (2) year maintenance bond guaranteeing the Improvements that are transferred to the City. The maintenance bond shall be provided to the City upon final inspection and acceptance of said Improvements.

1.08. Landscaping Bond. The Developer, or approved assigns, shall be required to furnish the City a two (2) year warranty bond or letter of credit guaranteeing the landscaping work in the amount of the landscaping improvement associated with this phase of the development. The landscaping bond shall be provided to the City and commence upon final inspection and acceptance of said landscaping improvements.

1.09. Maintenance of Public Property. Developer agrees to assume full financial responsibility for any damage which may occur to public property with the development of Subject Property, including, but not limited to, streets, street sub-base, base, bituminous surface, curb, utility system including, but not limited to water main, sanitary sewer or storm sewer when said damage occurs as a result of the

activity which takes place during the development of the Subject Property by the Developer, its contractors or subcontractors or assigns. The Developer further agrees to pay all costs required to repair the streets or utility systems, or both, damaged or cluttered with debris when occurring as a direct or indirect result of the construction that takes place by said Developer, its contractors or subcontractors or assigns during the course of the Development. In the event the Developer fails to maintain or repair the damaged public property within a reasonable period after receipt of written notice of the nature of the default or damage, but not to exceed 14 days, the City may undertake making or causing it to be repaired or maintained. The City may draw down on the escrow, Letter of Credit or any other cash deposits made by Developer to pay such costs, if Developer fails to complete the repairs.

1.10. Maintenance of Improvements. Developer shall be responsible for all maintenance, upkeep and repair (including, but not limited to snow plowing, mowing, weed control, and grading) of the Improvements until issuance of the Final Approval. Developer shall remain responsible for all maintenance and upkeep of Improvements that are not transferred to the City. Developer hereby agrees to indemnify and hold the City harmless from any and all claims for damages of any nature whatsoever arising out of Developer's acts or omissions in performing the obligations imposed upon Developer by this paragraph.

1.11. Demolition. The Developer shall obtain all required permits and approvals and thereafter remove any existing structures on the Subject Property prior to commencement of the Improvements.

1.12. Easement to the Developer. The City, at no charge to Developer, grants to the Developer a Temporary Construction Easement ("Easement") over, under and across the rights-of-way dedicated to the public in the Towns at Fox Creek Addition Final Plat for purpose of construction of the Improvements. The Easement will commence with the filing of this Agreement with Hennepin County, and shall terminate upon the acceptance City's issuance of the Final Approval.

1.13. Easement to the City. The Developer grants to the City, its agents, representatives, employees, officers, and contractors, a right of entry to access all areas of the Subject Property to perform any and all work and inspections necessary or deemed appropriate by the City or to take any corrective actions deemed necessary by the City in conjunction with this Agreement. The right of entry conveyed by the Developer to the City shall continue until the City's issuance of the Final Approval. The City will provide the Developer with reasonable notice prior to exercising its rights hereunder, except in the case of an emergency.

ARTICLE TWO LAND USE CONTROLS & DEVELOPMENT STANDARDS; DEVELOPMENT REQUIREMENTS

2.01. Development Phasing. The Developer has received Final Plat approval Phase 3 of the Development, and construct the Development in three (3) phases.

2.02. Development Standards. The Approved Plans reflect the City Approvals of the Development. Development standards, including, but not limited to, setbacks and lot dimensions to which the Developer and/or assigned must satisfy are according to the Mid-Density Residential (R3) Zoning

District. The Developer and/or assigned may build no more or less than the number of units as shown on the Approved Plans.

2.03. Architectural Guidelines. Architecture shall be verified upon issuance of building permits. Structures shall meet any materials and architecture standards as required by code and the R3 district standards.

2.04. Public Sidewalks, Trails & Trail Connections. The Developer shall be responsible for constructing the public trail adjacent to Hynes Road, from Industrial Boulevard to Hynes Court, and all internal private sidewalks and trails throughout Phase 3 and the Development, as shown on the Approved Plans, and connecting those sidewalks to the existing adjacent public trails system. All trails and sidewalks shall be designed and constructed to City standards. The City and Developer shall share in the expense of constructing the public trail. The City shall apply its expense as a credit to Development Costs to be paid by the Developer, as stated in Section 3.01 and attached in Exhibit B.

2.05. Development Signage. The Developer shall submit detailed sign plans to City staff for all signage proposed for the Development, including the development entrance monument signs prior to making application for a building permit.

2.06. City Requirements of Homeowner's Association. Governing documents of the Homeowner's Association (HOA), including, but not limited to: Articles of Incorporation; Covenants, Conditions and Restrictions (CC&Rs); and Bylaws, Rules and Regulations shall include the following provisions related to the Development:

- a. The HOA shall be responsible for winter maintenance of the private sidewalks and trails within the Development and winter maintenance of the public trail; the City shall be responsible for all other maintenance and replacement of and improvements to the public trail.
- b. The HOA shall require single-hauler garbage and recycling collection for all single-family homes within the Development.
- c. The HOA shall maintain all Cluster Box Mailboxes (CBMs); location of CBMs must be approved by the City.

ARTICLE THREE FINANCIAL GUARANTY & REQUIRED PAYMENTS

3.01. Development Costs. All fees and costs as further set out in Exhibit B must be paid in full to the City prior to the delivery of the Final Plat to Developer for recording.

3.02. Pending Special Assessments. The Subject Property has a pending assessment balance of \$190,491.68 as of the date of this Agreement. In 2002, an agreement between the City and the previous owner of the Subject Property allowed the deferment of the assessment balance to be paid "at the time that said property develops," and requires the previous owner or its assignee to pay the assessment balance in full. The City and Developer negotiated payment of the assessment balance, agreeing the Developer shall divide the assessment balance by the total number of units and pay the balance with each phase of the Development. The total assessment payable to the City with this Agreement is stated in Exhibit B. This is over and above all Development Fees, Escrows and

Securities required with this Phase of the Development. At any time, the Developer may exercise its option to pay to the City, in full, the current or any future outstanding balance of the pending assessment.

3.03. Financial Guaranty, Improvements. Prior to commencement of construction of the Improvements, the Developer will furnish the City an irrevocable Letter of Credit or cash escrow deposit in the same amount (collectively referred hereafter as “Security”), approved by the City Attorney, in the amount as set forth in Exhibit B. If by Letter of Credit, the Security must contain a provision that prohibits the issuer or surety from terminating the Security without first giving 45 days’ written notice to the City of the proposed termination or expiration of the Security. In the event, the Security provided by developer does not conform with the requirements of Section 3.02, then the Developer, following notice from the City, shall provide a substitute Security. Failure of the Developer to post a substitute Security within five (5) business days after notice by the City shall constitute a default that shall be grounds for drawing on the Security. The City Administrator may grant a reduction in the Security upon written request by the Developer based upon the value of the completed work at the time of the requested reduction. The Security may not be reduced to less than 10 percent of the original amount until all work required of the Developer by this Agreement has been completed and accepted by the City. The Security shall be released upon the City’s issuance of the Final Approval. Upon failure of the Developer to complete the Improvements in accordance with this Agreement or otherwise perform under this Agreement, the City may declare the Developer to be in default and the amount of the Security shall be paid over to the City. From the proceeds of the Security, the City shall be reimbursed for any attorneys’ fees, engineering fees or other technical or professional assistance, including the work of the City staff and employees, and the remainder thereof shall be used by the City to complete the Improvements. The Developer shall be liable to the City to the extent that the Security is inadequate to reimburse the City its costs and pay for the completion of the work. The Security provided by Developer in the form of a Letter of Credit shall comply with the City’s Letter of Credit policy which Developer hereby acknowledges receipt of a copy thereof.

3.04. Escrow. The Developer shall submit an Escrow Receipt Form and escrow for the Development as required by Exhibit B (“Escrow”). This Escrow is to be used by the City staff to charge costs of services or materials in connection activities required under this Agreement as set forth on the attached Exhibit B. In the event the Escrow amount is insufficient, Developer shall pay additional escrow as reasonably determined by the City within 10 days of written demand. Failure to make payment of the additional escrow amount will permit the City to supplement those amounts from the Security pursuant to Section 3.02 or to issue the Developer a stop work order. A new Escrow Receipt Form must be completed when replenishing the escrow and to ensure that contact information on the new Escrow Receipt Form is the same as the original escrow form. The City shall return the unused escrow balance to the Developer no sooner than six (6) months after the acceptance of the Improvements by the City at the contact information provided on the Escrow Receipt Form(s).

ARTICLE FOUR OTHER REQUIREMENTS

4.01. Indemnification. Notwithstanding anything to the contrary in this Agreement, the City, its officials, agents and employees shall not be personally liable or responsible in any manner to the Developer, the Developer’s contractor or subcontractor, material suppliers, laborers or to any other

person or persons and Developer shall hold the City, its officials, agents and employees harmless from any claim, demand, damages, actions or causes of action of any kind or character, including the costs, disbursements, and expenses of defending the same, which costs may include but are not limited to, attorneys' fees, consulting engineering services, and other technical or professional assistance arising from or related to this Agreement, Developer's performance or non-performance under this Agreement, or the completion of or failure to complete the work required by this Agreement. The Developer further agrees that it will indemnify, defend, and hold harmless the City and its governing body members, officers, and employees, from any claims or actions arising out of the presence, if any, of hazardous wastes or pollutants on the Subject Property, except to the extent caused by the acts or omissions of the City. Nothing in this section will be construed to limit or affect any limitations on liability of the City under State or federal law, including without limitation Minnesota Statutes Sections 466.04 and 604.02.

4.02. Insurance. The Developer must keep the insurance in force at all times that construction on the Development is in progress. The insurance must name the City as an additional insured. The Developer shall furnish proof of insurance acceptable to the City, covering any public liability or property damage by reason of the operation of the Developer's equipment, laborers, and hazard caused by the Improvements, and include at least the following:

- a. Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance) together with an Owner's Contractor's Policy with limits against bodily injury, including death, and property damage (to include, but not be limited to damages caused by erosion or flooding) which may arise out of Developer's work or the work of any of its subcontractors. The exclusion for underground collapse shall be removed.
- b. Limits for bodily injury or death shall not be less than \$500,000.00 for one person and \$1,500,000.00 for each occurrence; limits for property damage shall not be less than \$2,000,000.00 for each occurrence.
- c. Worker's compensation insurance, with statutory coverage, if applicable.
- d. Developer shall file a Certificate of Insurance with the City Clerk prior to commencing site grading. Developer shall be responsible for insuring that the Certificate bear the following wording.

"Should any of the above policies be canceled or terminated before the expiration date thereof, the issuing company shall give thirty (30) days written notice of cancellation or termination to the Certificate Holder."

4.03. Private Easements. If applicable, Developer shall provide to the City evidence of all executed private easements between the Developer and adjacent property owner(s). Private easements shall be recorded with Hennepin County; a copy of said recording shall be provided to the City with a copy of the private easement.

4.04. Permitting. Except as otherwise provided for in this Agreement, building permits shall only

be issued upon execution of this Agreement by the City and Developer and all amounts due and securities required under this Agreement are paid to the City, and the Final Plat is recorded and a receipt of said recording is provided to the City. Prior to the recording of the Final Plat, permits for grading and erosion control may be issued for the Development only upon execution of this Agreement by the City and Developer and all amounts due and securities required under this Agreement, as identified in Exhibit B, are paid to the City. Developer may apply for building permit(s) to construct up to two (2) model homes prior to the completion of the private roads serving Phase 2 of the Development. The Developer must establish a connection to Phase 2 and shall maintain access for vehicle traffic and parking during construction of the model homes and access for emergency personnel and equipment, as determined by the City. No occupancy of any newly constructed building in said Final Plat shall occur until the base course of bituminous is in place and a certificate of occupancy has been issued by the City Building Official.

4.05. Underground Utilities. The Developer, or its assigns, shall contact the electric, telephone, gas and cable companies that are authorized to provide service to the Subject Property for the purpose of ascertaining whether any of those utility providers intend to install underground lines within the Development. The placement of private underground utilities shall be designed and constructed according to City standards and specifications, and coordinated with the placement of public underground utilities. Underground utility plans shall be reviewed and approved by the Public Works Director. Any costs associated with the installation of underground utilities required by the utility companies shall be solely borne by the Developer, or its assigns. The Developer, or its assigns, agrees to comply with applicable requirements of franchise ordinances in effect in the City, copies of which are available from the City Clerk.

4.06. Street Cleaning. The Developer shall clean dirt and debris from streets that has resulted from construction work by the Developer, its contractors, subcontractors, agents or assigns. The City will inspect the Subject Property not less than on a weekly basis to determine whether it is necessary to take additional measures to clean dirt and debris from the streets. After 72 hours' telephone notice to the Developer's owner's representative, the City may complete or contract to complete the clean-up at the Developer's expense. The City may draw down on the Escrow or Security to pay such costs.

4.07. Construction Hours; Noise; Dust. Developer will comply with all requirements of the City pertaining to the hours and days during which construction activities may take place. Unless otherwise approved in writing by the City Administrator, construction hours shall be 7:00 a.m. to 9:00 p.m. Monday through Friday and 8:00 a.m. to 7:00 p.m. on Saturday, and upon request, due to construction delays out of the Developer's control, extended Saturday hours and Sunday hours established by the City Administrator. The Developer shall provide dust control to the satisfaction of the City Engineer. Developer shall be responsible for coordinating special work hours with the City Engineer and City Inspectors.

4.08. Lighting. The Developer, or its assigns, shall be financially responsible for the cost of street lighting (Lighting Plan) for the Development. The Lighting Plan shall be designed and constructed according to City standards and specifications. The Developer shall submit a final Lighting Plan for review and approval to the Public Works Director prior to commencing construction.

4.09. Erosion Control. Developer shall be responsible for compliance with an approved erosion control plan. The Developer will be given a telephone notice when an unsatisfactory condition exists that is determined to be a Developer's responsibility. Work to correct said unsatisfactory condition shall commence within 72 hours from the time of the telephone notice to Developer's owner's representative. If work is not commenced within 72 hours of said telephone notice, City will proceed to do the required work at the expense of the Developer. If it is determined that the unsatisfactory condition could result in degradation of downstream water quality, Developer shall, upon telephone notice, immediately proceed to correct said unsatisfactory condition. If Developer does not, within the stated time period, respond to said unsatisfactory condition, City has the right to enter upon the Subject Property and correct said condition. City shall be entitled to reimbursement and may draw on the Escrow or Security to cover its costs and expenses including, but not limited to legal, fiscal and engineering related to correction of the condition. City may draw on Developer's financial escrow and Security.

4.10. Other Approvals. In addition to the City Approvals, other governmental agencies have reviewed and approved components of the Plans, if required. It is the responsibility of the Developer to ensure that all permits from appropriate governmental agencies are received prior to beginning construction of any Improvements.

4.11. Final Plat. The Developer shall record the Final Plat for Towns at Fox Creek Addition in the land records office for Hennepin County, Minnesota within 30 days of its release by the City to the Developer. Developer shall provide a copy of said recording to the City.

4.13. Additional Work or Materials. All Improvements the Developer is required to complete pursuant to this Agreement shall be designed and constructed according to City standards and specifications and completed at no expense to the City, including, without limitation, any reimbursement by the City for work paid for by the Developer. The Developer agrees that it will make no claim for compensation for work or materials so done or furnished.

4.14. Miscellaneous Obligations. Developer shall comply with the terms and conditions set forth in this Agreement and following ordinances and resolutions pertaining to the Development: Resolution No. 2021-116 (Preliminary Plat) approved on December 14, 2021, Resolution No. 2022-42 (Final Plat) adopted by the City Council on April 26, 2022, Resolution No. 2023-40 (Preliminary Plat Amendment), Resolution No. 2023-41 (Final Plat 2nd Addition) adopted by the City Council on June 27, 2023, and Resolution No. 2025-04 (Final Plat Third Addition) adopted by the City Council on January 14, 2025.

ARTICLE FIVE DEFAULT AND REMEDIES

5.01. Default by Developer. In the event of default by the Developer as to any of the work to be completed by the Developer, its successors or assigns, the City may, at its option perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City, provided the Developer is first given notice of the work in default, not less than 72 hours in advance and does not, within that 72 hour period, diligently proceed to remedy such default. In the event of such unremedied default, the City may immediately bring legal action against the Developer

and/or draw upon the Security sums that exceed the costs or damage to the City, the City will return such excess amounts. In addition to its other remedies provided herein, the City may levy the cost in whole or in part as a special assessment against the Subject Property. Developer waives its rights to notice of hearing and hearing on such assessments and its right to appeal such assessments pursuant to Minnesota Statutes §429.081.

5.02. Complete Improvements-Right of Entry. In addition to the City's other remedies under this Agreement, if the Developer's breach involves failure to complete the Improvements, the City is hereby authorized, at its option, following 30 days written notice to Developer, to enter on to all portions of the Subject Property it deems necessary to complete the installation of any or all of the Improvements to which the default relates.

5.03. Denial of Permits. Breach of any term of this Agreement by the Developer or failure to comply with City ordinances shall be grounds for denial of building or occupancy permits for buildings within the Final Plat until such breach is corrected by the Developer.

5.04. Rights Cumulative. No remedy conferred in this Agreement is intended to be exclusive and each shall be cumulative and shall be in addition to every other remedy. The election of any one or more remedies shall not constitute a waiver of any other remedy.

5.05. Attorney Fees. The Developer will pay the City's costs and expenses, including attorneys' fees, in the event a suit or action is brought to enforce the terms of this Agreement or in the event an action is brought upon a bond or letter of credit furnished by the Developer as provided herein.

ARTICLE SIX MISCELLANEOUS PROVISIONS

6.01. Amendment. Amendments to this Agreement must be in writing and signed by both parties.

6.02. Assignment. The Developer may not transfer or assign any of its obligations under this Agreement without the prior written consent of the City, which shall not be unreasonably withheld.

6.03. Agreement to Run with Land. The Developer agrees to record this Agreement among the land records of Hennepin County, Minnesota contemporaneously with recording the Final Plat of Towns at Fox Creek 3rd Addition and corresponding Final Plat Resolution No. 2025-04. The provisions of this Agreement shall run with the land and be binding upon the Developer and its successors in interest. Notwithstanding the foregoing, no conveyance of the Subject Property or any part thereof shall relieve the Developer of its personal liability for full performance of this Agreement unless the City expressly so releases the Developer in writing.

6.04. Release. Upon completion of Improvements, the City's issuance of the Final Approval, and satisfaction of all of the Developer's obligations under this Agreement, which shall be evidenced by the expiration of the maintenance bond required by Section 1.07 of this Agreement, the City agrees to execute Certificate of Completion or other recordable instrument releasing the Subject Property from the terms of this Agreement.

6.05. Severability. The provisions of this Agreement are severable, and in the event that any provision of this Agreement is found invalid, the remaining provisions shall remain in full force and effect.

6.06. Notices. All notices, certificates or other communications required to be given to City or Developer hereunder shall be deemed given i) on the same day of personally delivered, ii) one (1) day after being deposited with a nationally recognized overnight air courier, or iii) two (2) business days after mailing by certified or registered mail, return receipt requested, with postage fully pre-paid and addressed as follows:

CITY:

City of Rogers
22350 South Diamond Lake Road
Rogers, MN 55374
Telephone: (763) 428-2253
Attn: Steve Stahmer, City Administrator

DEVELOPER:

M/I Homes of Minneapolis/St. Paul, LLC
5354 Parkdale Drive
St. Louis Park, Minnesota 55416
Attn: John Rask, Vice President of Land

The City and Developer, by notice given hereunder, may designate different addresses to which subsequent notice, certificate or other communications should be sent.

6.07. No Third-Party Beneficiary. This Agreement and any financial guarantees required pursuant to its terms are not intended for the benefit of any third party.

6.08. Consent. The Developer represents and warrants that there are no other persons or entities with interests in the Property, except the interest of a mortgagee, if required. The consent of such mortgagee is attached hereto as Exhibit D.

6.09. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. The Developer agrees to comply with all laws, ordinances, and regulations of Minnesota and the City that are applicable to the Subject Property.

6.10. Counterparts. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be an original and shall constitute one and the same Agreement.

6.11. Non-waiver. Each right, power or remedy conferred upon the City or the Developer by this Agreement is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, or available to the City or the Developer at law or in equity, or under any other agreement. Each and every right, power and remedy set forth in this Agreement or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City or the Developer and shall not be a waiver of the right to exercise at any time thereafter

any other right, power or remedy. If either party waives in writing any default or nonperformance by the other party, such waiver shall be deemed to apply only to such event and shall not waive any other prior or subsequent default.

6.12 Supersedes and Replaces. The parties understand and agreed that this Agreement supersedes and replaces all oral agreements, previous development agreements, and negotiations between the parties in relation thereto.

[Remainder of the page was intentionally left blank.]

IN WITNESS OF THE ABOVE, the duly authorized representatives of the parties have caused this Agreement to be executed in duplicate on the date and year written above.

M/I HOMES OF MINNEAPOLIS/ST. PAUL, LLC

John Rask
Its Vice President of Land

STATE OF MINNESOTA)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____ 2025, by John Rask, Vice President of Land, of M/I Homes of Minneapolis/St. Paul, LLC, a Minnesota limited liability, on behalf of the company.

Notary Public

CITY OF ROGERS

Shannon Klick
Its Mayor

Stacie Brown
Its City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025 by Shannon Klick and by Stacie Brown, the Mayor and City Clerk, respectively, of the City of Rogers, a Minnesota municipal corporation, on behalf of the corporation.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
City of Rogers
22350 South Diamond Lake Road
Rogers MN 55374
(763) 428-2253

EXHIBIT A
TOWNS OF FOX CREEK THIRD ADDITION
LEGAL DESCRIPTION

Legal Descriptions

Lots 1 through 6 inclusive, Block 1; Lots 1 through 6 inclusive, Block 2; Lots 1 through 4 inclusive, Block 3; Lots 1 through 4 inclusive, Block 4; Lots 1 through 4 inclusive, Block 5; Lots 1 through 6 inclusive, Block 6; Lots 1 through 5 inclusive, Block 7; Lots 1 through 6 inclusive, Block 8; Lots 1 through 4 inclusive, Block 9; Lots 1 through 4 inclusive, Block 10; Lots 1 through 4 inclusive, Block 11; Lots 1 through 4 inclusive, Block 12; Lots 1 through 4 inclusive, Block 13; Lots 1 through 4 inclusive, Block 14; Outlots A, Towns at Fox Creek 3rd Addition, Hennepin County, Minnesota.

EXHIBIT B

TOWNS AT FOX CREEK THIRD ADDITION FEES, IMPROVEMENT COSTS & FINANCIAL SECURITIES

DEVELOPMENT INFORMATION				
Acres				5.58
Units				65.00
Lots (65 Units + 1 Outlot)				66.00
SECTION 1: PLATTING FEES OWED (CREDITS)	COST	PER ACRE/UNIT/LOT	AMOUNT DUE	NOTES
Water Trunk	3,000.00	Per Acre	16,740.00	
Sanitary Sewer Trunk	2,600.00	Per Acre	14,508.00	
Storm Sewer Trunk	2,400.00	Per Acre	13,392.00	
Park Dedication	6,000.00	Per Unit	390,000.00	
Subdivision GIS Data Entry Fee	50.00	Per Acre	279.00	
Lot Origination Fee	350.00	Per Lot	23,100.00	
Subtotal Platting Fees			458,019.00	
Total Platting Fees			458,019.00	
SECTION 2: ADMINISTRATIVE AND DEVELOPMENT RELATED COSTS			AMOUNT DUE	NOTES
Administrative			-	3% of Construction - Public Improvements
Industrial Blvd Deferred Assessments PID 15-120-23-31-0022				Remaining Assessment amount required due to last phase
Total Deferred Amount \$458,457.68. Remaining Amount 190,491.68			190,491.68	
Total Administrative and Development Related Costs			190,491.68	
SECTION 3: IMPROVEMENT COSTS		LETTER OF CREDIT	ESCROW	NOTES
Engineering - Onsite Field Inspection			4,225.00	6.5% of Total Improvements - Engineering
Legal			2,500.00	City Attorney - Contract
Planning			4,000.00	City Planner
Non-Public Improvements				
Landscaping	65,000.00			
Construction - Site (Grading & Erosion Control)	-			Bids Needed
Construction - Road Improvements				Bids Needed
Public Improvements Dedicated to the City				
Construction - Utility Improvements (Storm Sewer)				Bids Needed
Construction - Utility Improvements (Water Main)				Bids Needed
Construction - Utility Improvements (Sanitary Sewer)				Bids Needed
Total Improvement Costs	65,000.00		10,725.00	
SECTION 4: LOC / ESCROW / FEES REQUIRED		LETTER OF CREDIT	ESCROW	NOTES
Escrow				
Section 1: Platting Fees			458,019.00	
Section 2: Administrative Fees			-	
Section 2: Development Related Costs			190,492.00	
Section 3: Cash Escrow			11,798.00	110% of Cash Escrow Subtotal
Security				
Section 3: Letter of Credit	81,250.00			125% Non Public Improvements / 150% Improvements Dedicated to City
Total Letter of Credit and Cash Required	81,250.00		660,309.00	

EXHIBIT C
TOWNS AT FOX CREEK THIRD ADDITION
APPROVED PLANS

EXHIBIT D

**TOWNS AT FOX CREEK THIRD ADDITION
CONSENT**

_____ (“Bank”) holds a mortgage encumbering the Property.

The Property is subject to the foregoing Developer’s Agreement and, accordingly, Bank hereby consents to the Developer’s Agreement; provided, that in doing so, Bank shall not be liable to the City or any other person for the performance or non-performance of the Agreement by the Developer; provided further, that in the event that Bank acquires fee title to the Property by foreclosure or sale in lieu of foreclosure, Bank shall not be required to perform any of the obligations required of the Developer in said Agreement during the Bank’s term of ownership so long as Bank is actively marketing the Property for sale and maintaining the Property in compliance with applicable ordinances.

Dated: _____, 20__

By: _____

Its: _____

ACKNOWLEDGEMENT FOR BANK

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by _____, the _____ of _____, a _____ under the laws of _____, on behalf of the _____.

Notary Public

[Developer to provide the required consents]

**STORMWATER MAINTENANCE AGREEMENT
TOWNS AT FOX CREEK THIRD ADDITION
PHASE 3**

THIS AGREEMENT (“Agreement”) is made this _____ day of _____, 2025 by and between the City of Rogers, a municipal corporation under the laws of Minnesota (“City”), located at 22350 Diamond Lake Road, Rogers, Minnesota 55374, and M/I Homes of Minneapolis/St. Paul, LLC, a Minnesota limited liability company, located at 5354 Parkdale Drive, Suite #100, St. Louis Park, MN 55416 (“Developer”).

RECITALS

A. The development site encompasses 15.133 gross acres, of which the Developer is the current fee owner of certain real estate totaling 13.436 acres, which is inclusive of Phase 3 of the Development, located in the City of Rogers, Minnesota, which is legally described in Exhibit A (“Subject Property”).

B. The City Council approved the original Preliminary Plat for Towns at Fox Creek, a 150-unit residential townhome development by Resolution No. 2021-116 on December 14, 2021. The Final Plat for Phase 1 was approved by Resolution No. 2022-42 on April 26, 2022. The City Council approved the Preliminary Plat Amendment for Towns at Fox Creek which reduced the by Resolution No. 2023-40 and the Final Plat for Phase 2 by Resolution No. 2023-41 on June 27, 2023, and the Final Plat for Phase 3 by Resolution 2025-04 (collectively, “City Approvals”).

C. With Phase 3, the Developer intends to create 14 townhome pad sites and construct 65 townhome units. All roadways to be constructed with Phase 3 and throughout the Development shall be private with connections to Hynes Road and Hynes Court. The Development shall include

the construction of one (1) public trail adjacent to Hynes Road, from Industrial Boulevard to Hynes Court, and a network of internal private sidewalks.

D. The Developer intends to construct within the Drainage and Utility Easement area (“Easement Area”), as described in Exhibit B and illustrated in the Final Plat document, certain stormwater improvements (“Stormwater Improvements”) for the benefit of the Subject Property.

E. The City has entered into a Developer’s Agreement with the Developer for the construction and maintenance of the Stormwater Improvements.

F. The Elm Creek Watershed Management Commission requires permanent provisions for handling of storm runoff, including provisions for operation and maintenance of all stormwater runoff facilities and ponds, and such provisions are to be set forth in an agreement to be recorded in the real estate records.

G. The City and the Developer intend to comply with certain conditions, including entering into a maintenance agreement regarding the Stormwater Improvements.

H. In consideration of mutual covenants of the parties set forth herein and other valuable considerations, the City and the Developer now desire to enter into this Storm Water Maintenance Agreement (“Agreement”) setting forth certain requirements and obligations relating to the Stormwater Improvements of the Subject Property.

AGREEMENT

1. Maintenance of the Stormwater Improvements. The Developer, and its successor or assigns, as fee owner of the Subject Property shall be responsible for maintaining the Stormwater Improvements and for observing all drainage laws governing the operation and maintenance of the Stormwater Improvements. The Developer shall inspect Stormwater Improvements as scheduled in Exhibit C. The Developer shall make all such scheduled inspections, keep record of all inspections and maintenance activities, and submit such records annually to the City. The cost of all inspections and maintenance, including skimming and cleaning of the Stormwater Improvements, shall be the obligation of the Developer and its successors or assigns as the fee owner of the Subject Property.
2. City’s Maintenance Rights. The City may maintain the Stormwater Improvements, as provided in this paragraph, if the City reasonably believes that the Developer or its successors or assigns has failed to maintain the Stormwater Improvements in accordance with applicable drainage laws and other requirements and such failure continues for 60 days after the City gives the Developer written notice of such failure. The Developer shall accept and adequately maintain and inspect the Stormwater management facilities located within the City of Rogers drainage and utility easements. This includes all pipes and ditches built to convey Stormwater to the facility, as well as structures, improvements, and vegetation provided to control the quantity and quality of the Stormwater. Adequate maintenance is herein defined as good working condition so that these facilities are performing their design functions. The City's notice shall specifically state which maintenance tasks are to be performed. If the Developer does not complete the maintenance tasks within 60 days after such notice is given by the City, the City shall have the right to enter upon

the Easement Area to perform such maintenance tasks. In such case, the City shall send an invoice of its reasonable maintenance costs to the Developer or its successors or assigns, which shall include all staff time, engineering and legal and other costs and expenses incurred by the City. If the Developer or its assigns fails to reimburse the City for its costs and expenses in maintaining the Stormwater Improvements within 30 days of receipt of an invoice for such costs, the City shall have the right to assess the full cost thereof against all of the lots within the Subject Property. Notwithstanding the foregoing, in the event of an emergency, as determined by the City Engineer in its reasonable opinion, the 60-day notice requirement to the Developer for failure to perform maintenance tasks shall be and hereby is waived in its entirety by the Developer, and the Developer shall reimburse the City and be subject to assessment for any expense so incurred by the City in the same manner as if written notice as described above has been given.

3. Hold Harmless. The Developer hereby agrees to indemnify and hold harmless the City and its agents and employees against any and all claims, demands, losses, damages, and expenses (including reasonable attorneys' fees) arising out of or resulting from the Developer's or the Developer's agents or employee's negligent or intentional acts, or any violation of any safety law, regulation or code in the performance of this Agreement, without regard to any inspection or review made or not made by the City, its agents or employees or failure by the City, its agents or employees to take any other prudent precautions. In the event the City, upon the failure of the Developer to comply with any conditions of this Agreement, performs said conditions pursuant to its authority in this Agreement, the Developer shall indemnify and hold harmless the City, its employees, agents and representatives for its own negligent acts in the performance of the Developer's required work under this Agreement, but this indemnification shall not extend to intentional or grossly negligent acts.
4. Costs of Enforcement. The Developer agrees to reimburse the City for all costs incurred by the City in the enforcement of this Agreement, or any portion thereof, including court costs and reasonable attorneys' fees.
5. Notice. All notices required under this Agreement shall either be personally delivered or be sent by certified or registered mail and addressed as follows:

CITY:

City of Rogers
22350 South Diamond Lake Road
Rogers, MN 55374
Telephone: (763) 428-2253
Attn: Steve Stahmer, City Administrator

DEVELOPER:

M/I Homes of Minneapolis/St. Paul, LLC
5354 Parkdale Drive
St. Louis Park, Minnesota 55416
Attn: John Rask, Vice President of Land

All notices given hereunder shall be deemed given when personally delivered or two (2) business days after being placed in the mail properly addressed as provided herein.

6. Successors. All duties and obligations of Developer under this Agreement shall also be duties and obligations of Developer's successors and assigns. The terms and conditions of this Agreement shall run with the Subject Property.
7. Effective Date. This Agreement shall be binding and effective as of the date hereof.

[Balance of this page intentionally left blank.]

IN WITNESS OF THE ABOVE, the duly authorized representatives of the parties have caused this Agreement to be executed in duplicate on the date and year written above.

M/I HOMES OF MINNEAPOLIS/ST. PAUL, LLC

John Rask
Its Vice President of Land

STATE OF MINNESOTA)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____ 2025, by John Rask, Vice President of Land, of M/I Homes of Minneapolis/St. Paul, LLC, a Minnesota limited liability, on behalf of the company.

Notary Public

CITY OF ROGERS

Shannon Klick
Its Mayor

Stacie Brown
Its Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025 by Shannon Klick and by Stacie Brown, the Mayor and Clerk, respectively, of the City of Rogers, a Minnesota municipal corporation, on behalf of the corporation.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
City of Rogers
22350 South Diamond Lake Road

Rogers MN 55374
(763) 428-2253

EXHIBIT A

TOWNS AT FOX CREEK THIRD ADDITION LEGAL DESCRIPTION OF THE PROPERTY

Legal Description

Lots 1 through 6 inclusive, Block 1; Lots 1 through 6 inclusive, Block 2; Lots 1 through 6 inclusive, Block 3; Lots 1 through 6 inclusive, Block 4; Lots 1 through 6 inclusive, Block 5; Lots 1 through 6 inclusive, Block 6; Lots 1 through 5 inclusive, Block 7; Lots 1 through 5 inclusive, Block 8; Lots 1 through 5 inclusive, Block 9; and Lots 1 through 5 inclusive, Block 10 of Outlots A and B, Towns at Fox Creek Addition, Hennepin County, Minnesota.

EXHIBIT B

**TOWNS AT FOX CREEK ADDITION
LEGAL DESCRIPTION OF DRAINAGE AND UTILITY EASEMENTS**

Legal Description

Outlot A, Towns at Fox Creek Third Addition, Hennepin County, Minnesota

EXHIBIT C

TOWNS AT FOX CREEK THIRD ADDITION STORMWATER MAINTENANCE AGREEMENT

Inspection Schedule for Stormwater Improvements

- | | |
|------------------------------|--|
| 1. Debris clean-out | Monitor and clean out annually. |
| 2. Sediment removal in basin | Monitor annually and clean out when sediment occupies 50% of storage volume. |
| 3. Vegetation | Monitor annually remove undesirable vegetation as needed. |
| 4. Inlet | Media filters that have a grass cover will be mowed as needed during the growing season to maintain maximum grass heights less than 12 inches. |
| 5. Outlet | Monitor annually and repair as needed. When the filtering capacity of the filter diminishes substantially (i.e., when water ponds on the surface of the filter bed for more than 48 hours), the top few inches of discolored material will be removed and replaced with fresh material. The removed sediments will be disposed in an acceptable manner (i.e., landfill). |
| 6. Sump manholes | Monitor annually and repair as needed. |

TOWNS AT FOX CREEK THIRD ADDITION

C.R. DOC. NO. _____

KNOW ALL PERSONS BY THESE PRESENTS: That M/I Homes of Minneapolis/St. Paul, LLC, a Delaware limited liability company, owner of the following described property:

Lot 1, Block 2, FOX CREEK NORTH, together with that part of vacated Hynes Court, as created and dedicated in said plat of FOX CREEK NORTH, lying southerly of the easterly extension of the North line of Lot 1, Block 2, said plat of FOX CREEK NORTH, Hennepin County, Minnesota

AND Lot 1, Block 3, FOX CREEK NORTH, Hennepin County, Minnesota

AND Outlot B, TOWNS AT FOX CREEK SECOND ADDITION, Hennepin County, Minnesota

AND All that part of Hynes Court (formerly known as Hynes Road), as created and dedicated in the plat of FOX CREEK, Hennepin County, Minnesota, lying northerly of the following described line and its westerly extension:

Beginning at the Southwest corner of Lot 1, Block 1, FOX CREEK 4TH ADDITION, according to the recorded plat thereof, Hennepin County, Minnesota; thence westerly at right angles to the West line of said Lot 1, Block 1, to the West line of Hynes Court (formerly known as Hynes Road) and said line there terminating.

Has caused the same to be surveyed and platted as TOWNS AT FOX CREEK THIRD ADDITION and does hereby dedicate to the public for public use the drainage and utility easements as shown on this plat.

In witness whereof said M/I Homes of Minneapolis/St. Paul, LLC, a Delaware limited liability company, has caused these presents to be signed by its proper partner this _____ day of _____, 20____

Signed: M/I HOMES OF MINNEAPOLIS/ST. PAUL, LLC

By: _____
John Rask, Area President

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 20____ by John Rask, Area President of M/I Homes of Minneapolis/St. Paul, LLC, a Delaware limited liability company, on behalf of the company.

(Signed)

(Printed)
Notary Public, _____
My commission expires _____

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

Dated this _____ day of _____, 20____

Thomas R. Balluff, Licensed Land Surveyor
Minnesota License No. 40361

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 20____ by Thomas R. Balluff, Licensed Land Surveyor.

(Signed)

(Printed)
Notary Public, _____
My commission expires _____

CITY COUNCIL, CITY OF ROGERS, MINNESOTA

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

By: _____, Mayor

By: _____, Clerk

RESIDENT AND REAL ESTATE SERVICES, HENNEPIN COUNTY, MINNESOTA

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

Daniel Rogan, County Auditor

By: _____, Deputy

SURVEY DIVISION, Hennepin County, Minnesota

Pursuant to Minnesota Statutes, Section 383B.565 (1969), this plat has been approved this _____ day of _____, 20____.

Chris F. Mavis, County Surveyor

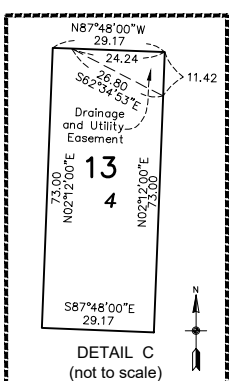
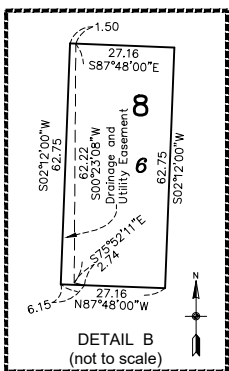
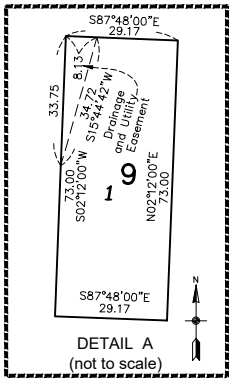
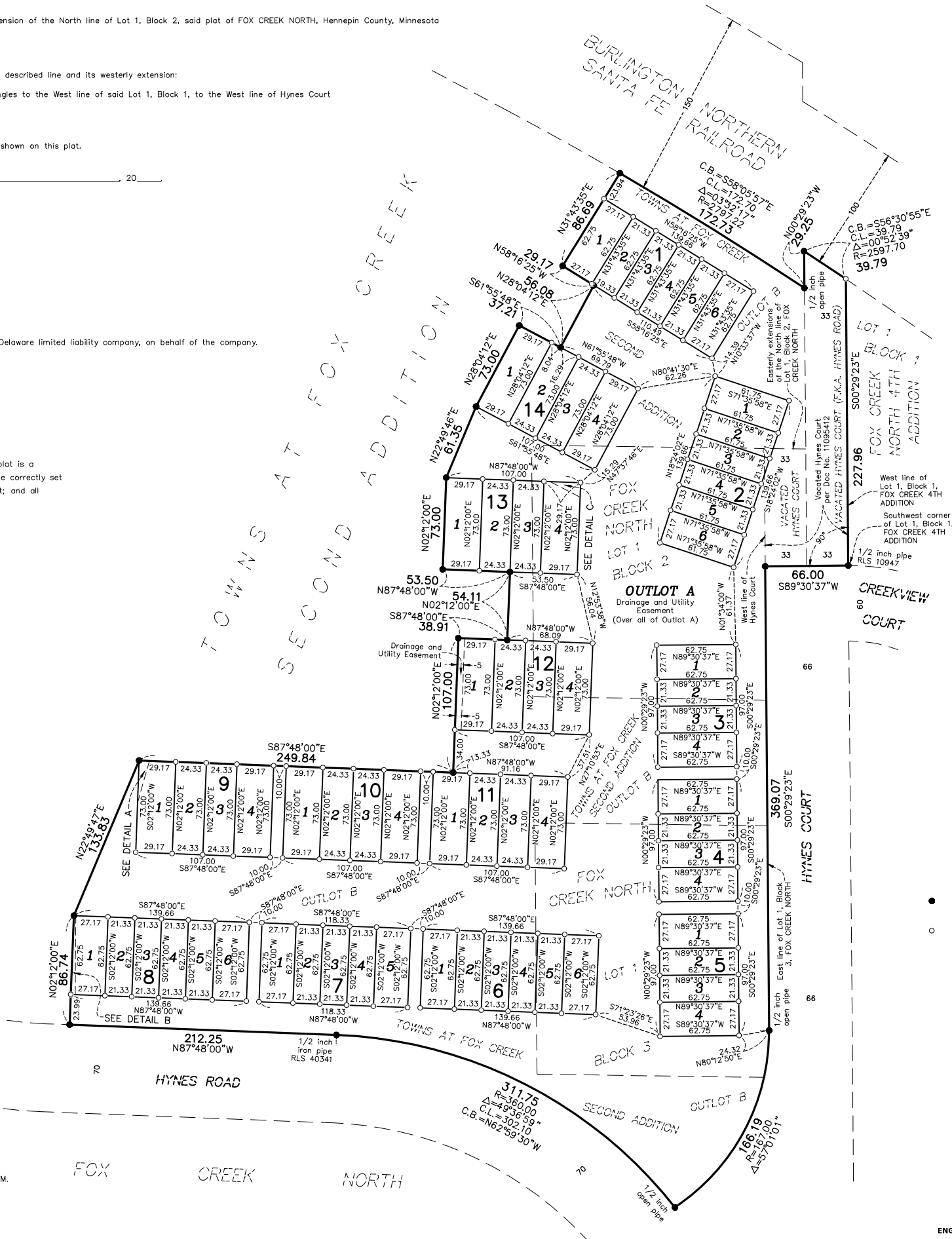
By: _____

COUNTY RECORDER, HENNEPIN COUNTY, MINNESOTA

I hereby certify that the within plat of TOWNS AT FOX CREEK THIRD ADDITION was record in this office this _____ day of _____, 20____, at _____ o'clock ____M.

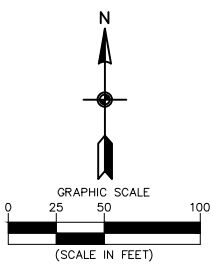
Amber Bougie, County Recorder

By: _____, Deputy

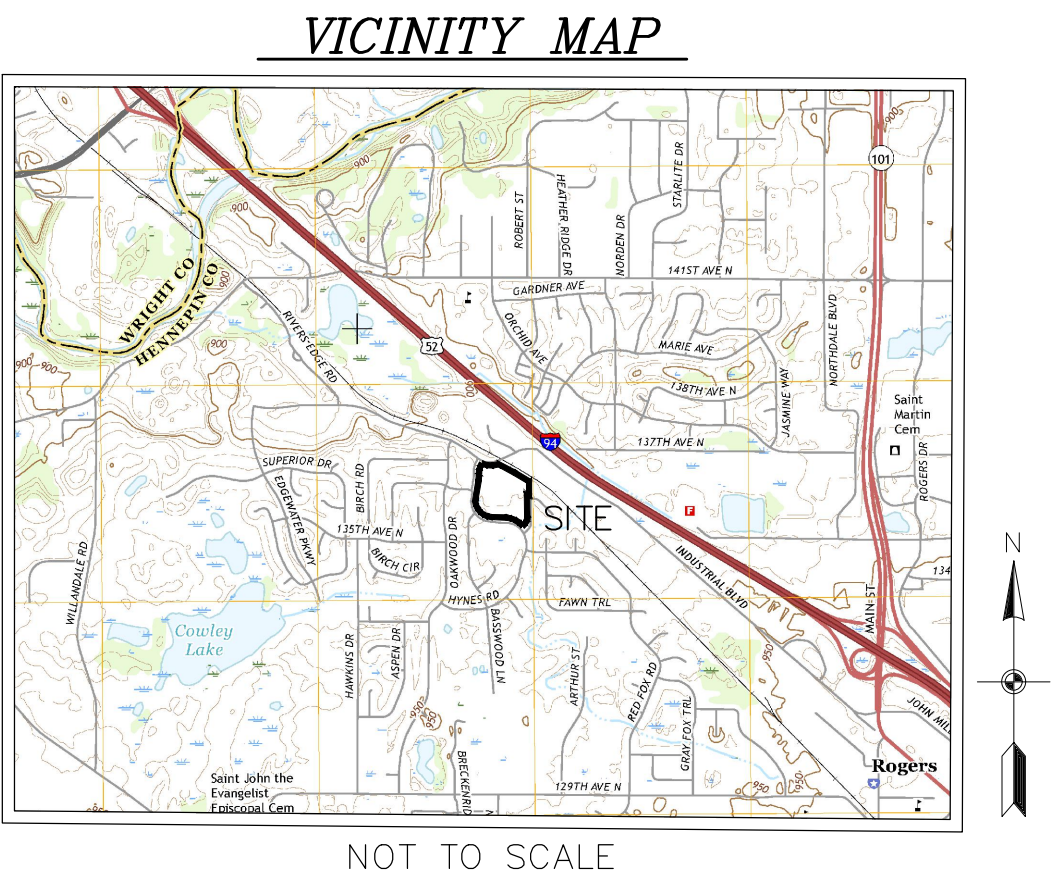


For the purposes of this plat, the East line of Lot 1, Block 3, FOX CREEK NORTH is assumed to have a bearing of South 00°29'23" East.

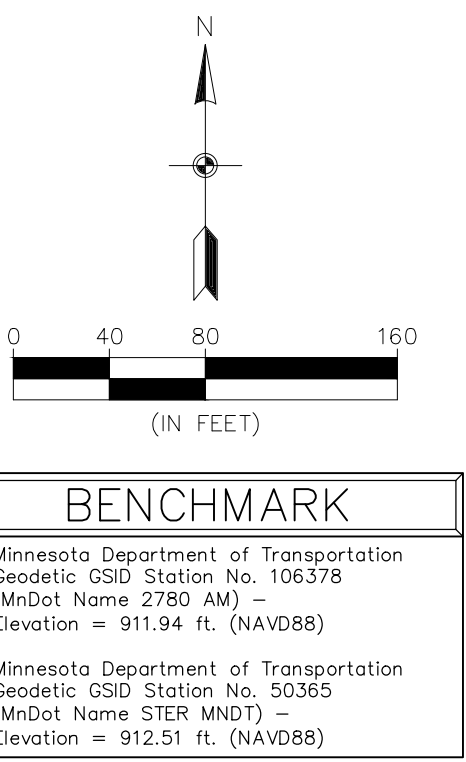
- Denotes found iron monument marked with RLS 40361, unless otherwise noted
- Denotes 5/8 inch by 14 inch rebar, set or to be set within on years or recording of this plat and marked with license number 40361



TOWNS AT FOX CREEK
GRADING, DEVELOPMENT & EROSION CONTROL PLANS
ROGERS, MINNESOTA



WETLAND SUMMARY
AREA
WETLAND FILL: 4,291 S.F. (0.10 Ac.)
NOTE: WETLAND REPLACEMENT CREDITS TO BE PURCHASED IN LIEU OF ONSITE REPLACEMENT.



LEGEND
GRADING LIMITS LINE
ADDITION LIMITS LINE
SHEET INDEX
1. COVER
2. PHASE 1 REMOVALS PLAN
3. GRADING, DEVELOPMENT & EROSION CONTROL PLANS
4-5. DETAILS

CALL BEFORE YOU DIG
811
Know what's below.
Call before you dig.

The subsurface utility information shown on this plan is utility Quality Level D. This quality level was determined according to the guidelines of C/ASCE 38-02, entitled "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data."

7. 10/9/24 Revise per 3rd Addition
Revisions:
1. 7/7/22 Revise Alley Townhome Holddown Detail on Sheet 4.
2. 4/14/23 Revise per 2nd Addition
3. 6/26/23 Revise Sheets 1, 3, & 5 per City Comments
4. 3/8/24 Revise Wall Phasing on Sheet 5
5. 5/9/24 Revise Grading Within Vacated Hynes Court Right of Way.
6. 6/7/24 Revise Sheet 3 per City Comments

CARLSON MCCAIN
ENGINEERING SURVEYING ENVIRONMENTAL
3890 PHEASANT RIDGE DR NE
SUITE 100
BLAINE, MN 55449
TEL 763.489.7900
FAX 763.489.7959
CARLSONMCCAIN.COM

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

Print Name: Brian J. Krystofski, P.E.
Signature:
Date: 1/31/22 License #: 25063

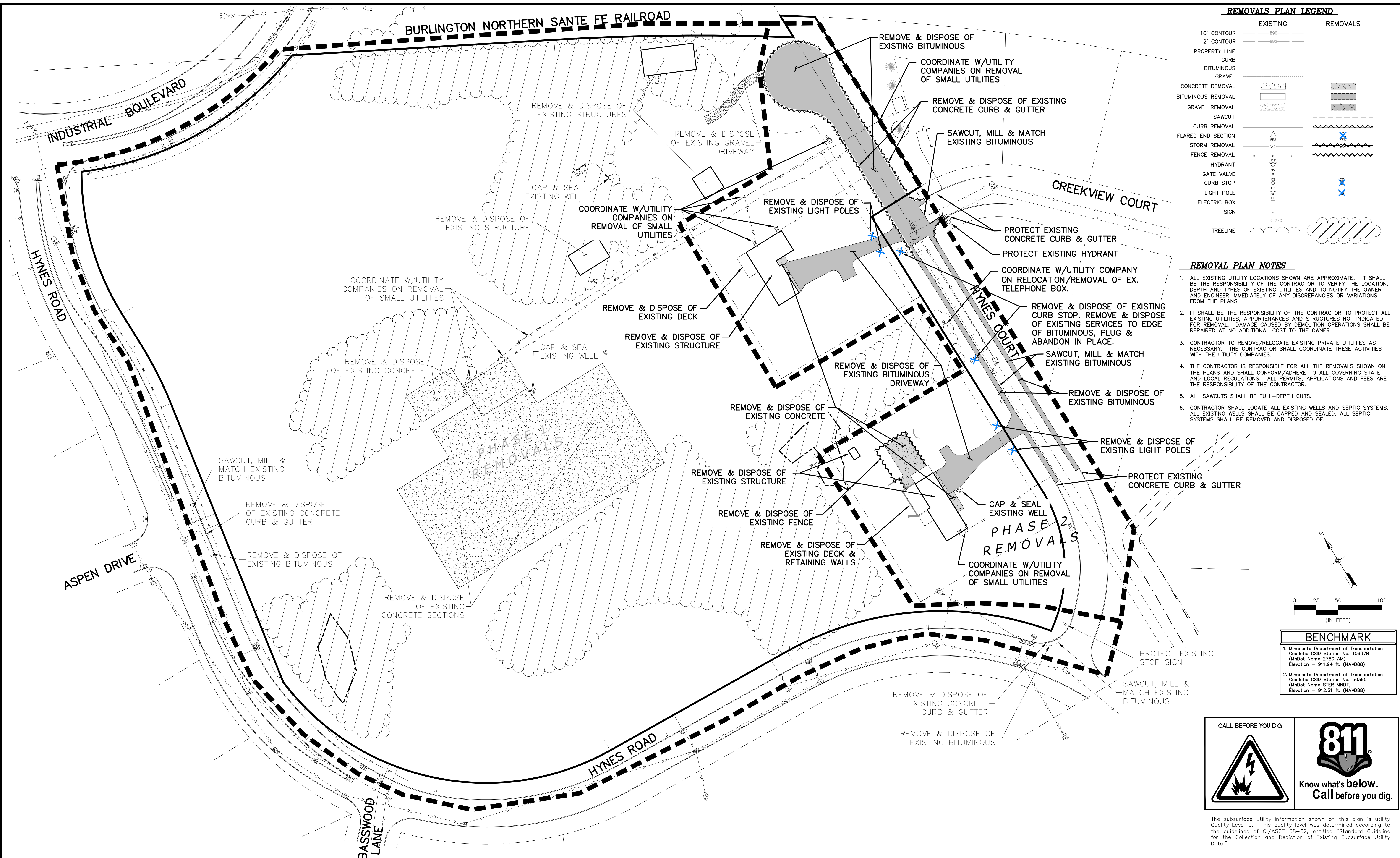
Drawn: LOC
Designed: BJK
Date: 1/31/22

M/I HOMES OF MINNEAPOLIS
5354 Parkdale Drive, #100
St. Louis Park, MN 55416

TOWNS AT FOX CREEK
Rogers, Minnesota

COVER

1 of 5

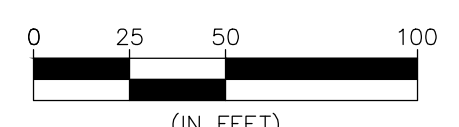


REMOVALS PLAN LEGEND

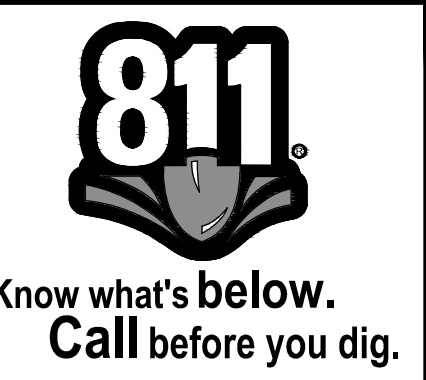
EXISTING	REMOVALS
10' CONTOUR	---
2' CONTOUR	---
PROPERTY LINE	---
CURB	---
BITUMINOUS	---
GRAVEL	---
CONCRETE REMOVAL	---
BITUMINOUS REMOVAL	---
GRAVEL REMOVAL	---
SAWCUT	---
CURB REMOVAL	---
FLARED END SECTION	---
STORM REMOVAL	---
FENCE REMOVAL	---
HYDRANT	---
GATE VALVE	---
CURB STOP	---
LIGHT POLE	---
ELECTRIC BOX	---
SIGN	---
TREELINE	---

REMOVAL PLAN NOTES

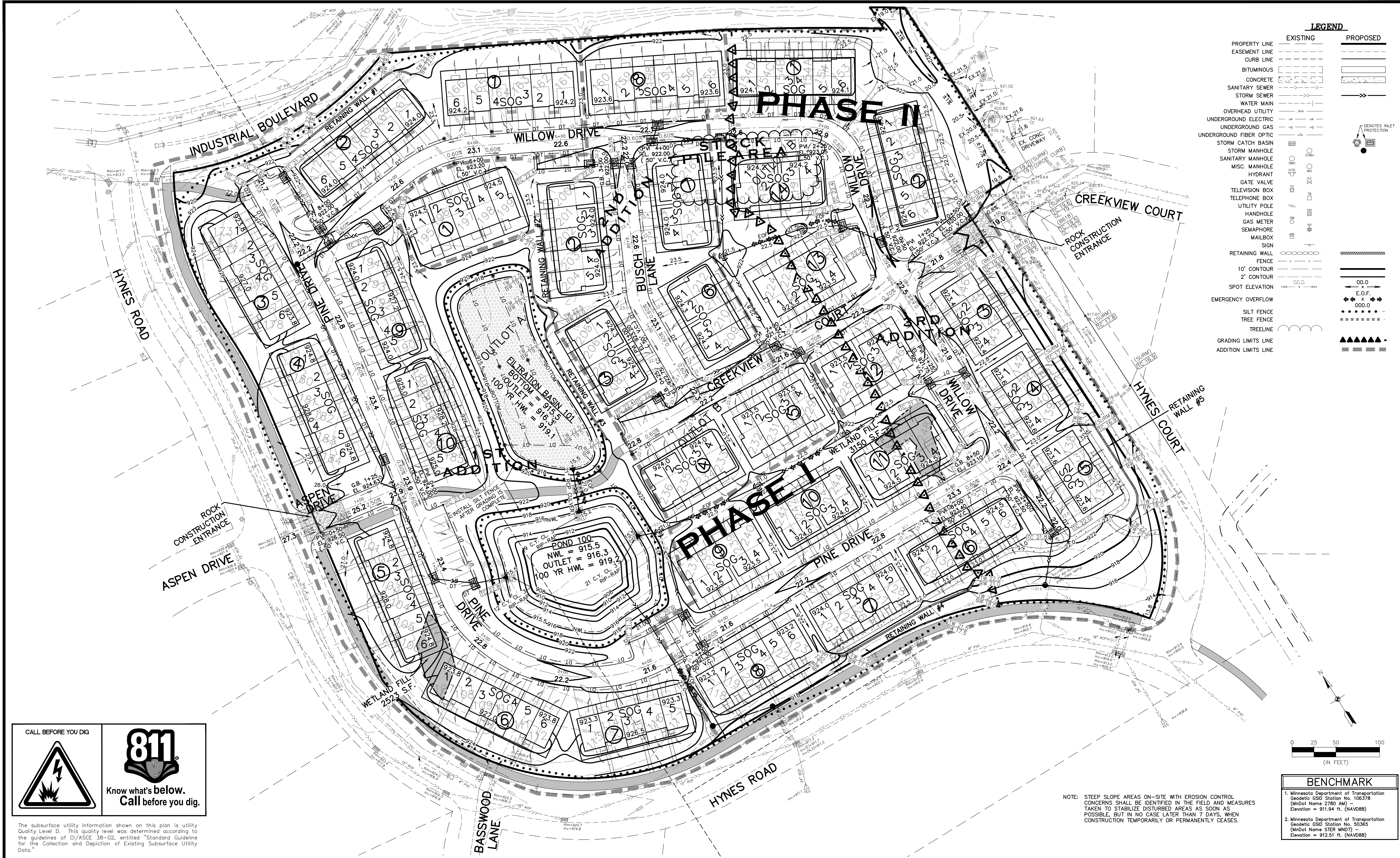
- ALL EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE LOCATION, DEPTH AND TYPES OF EXISTING UTILITIES AND TO NOTIFY THE OWNER AND ENGINEER IMMEDIATELY OF ANY DISCREPANCIES OR VARIATIONS FROM THE PLANS.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT ALL EXISTING UTILITIES, APPURTENANCES AND STRUCTURES NOT INDICATED FOR REMOVAL. DAMAGE CAUSED BY DEMOLITION OPERATIONS SHALL BE REPAIRED AT NO ADDITIONAL COST TO THE OWNER.
- CONTRACTOR TO REMOVE/RELOCATE EXISTING PRIVATE UTILITIES AS NECESSARY. THE CONTRACTOR SHALL COORDINATE THESE ACTIVITIES WITH THE UTILITY COMPANIES.
- THE CONTRACTOR IS RESPONSIBLE FOR ALL THE REMOVALS SHOWN ON THE PLANS AND SHALL CONFORM/ADHERE TO ALL GOVERNING STATE AND LOCAL REGULATIONS. ALL PERMITS, APPLICATIONS AND FEES ARE THE RESPONSIBILITY OF THE CONTRACTOR.
- ALL SAWCUTS SHALL BE FULL-DEPTH CUTS.
- CONTRACTOR SHALL LOCATE ALL EXISTING WELLS AND SEPTIC SYSTEMS. ALL EXISTING WELLS SHALL BE CAPPED AND SEALED. ALL SEPTIC SYSTEMS SHALL BE REMOVED AND DISPOSED OF.



BENCHMARK
1. Minnesota Department of Transportation Geodetic GSID Station No. 106378 (MnDot Name 2780 AM) - Elevation = 911.94 ft. (NAVD88)
2. Minnesota Department of Transportation Geodetic GSID Station No. 50365 (MnDot Name STER MNDT) - Elevation = 912.51 ft. (NAVD88)



The subsurface utility information shown on this plan is utility Quality Level D. This quality level was determined according to the guidelines of CI/ASCE 38-02, entitled "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data."



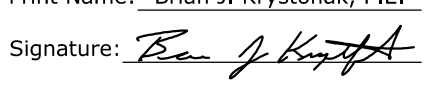
CALL BEFORE YOU DIG

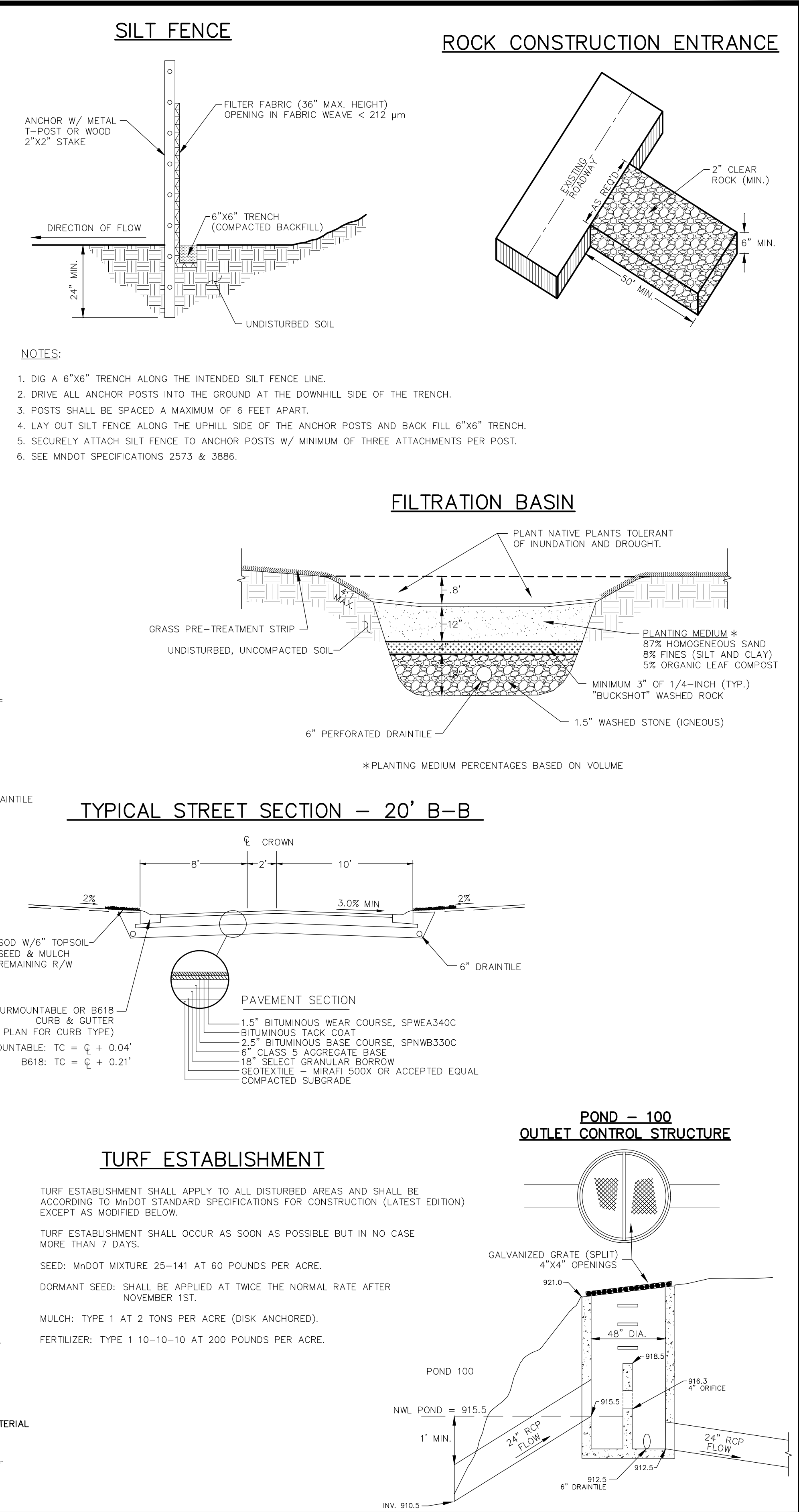
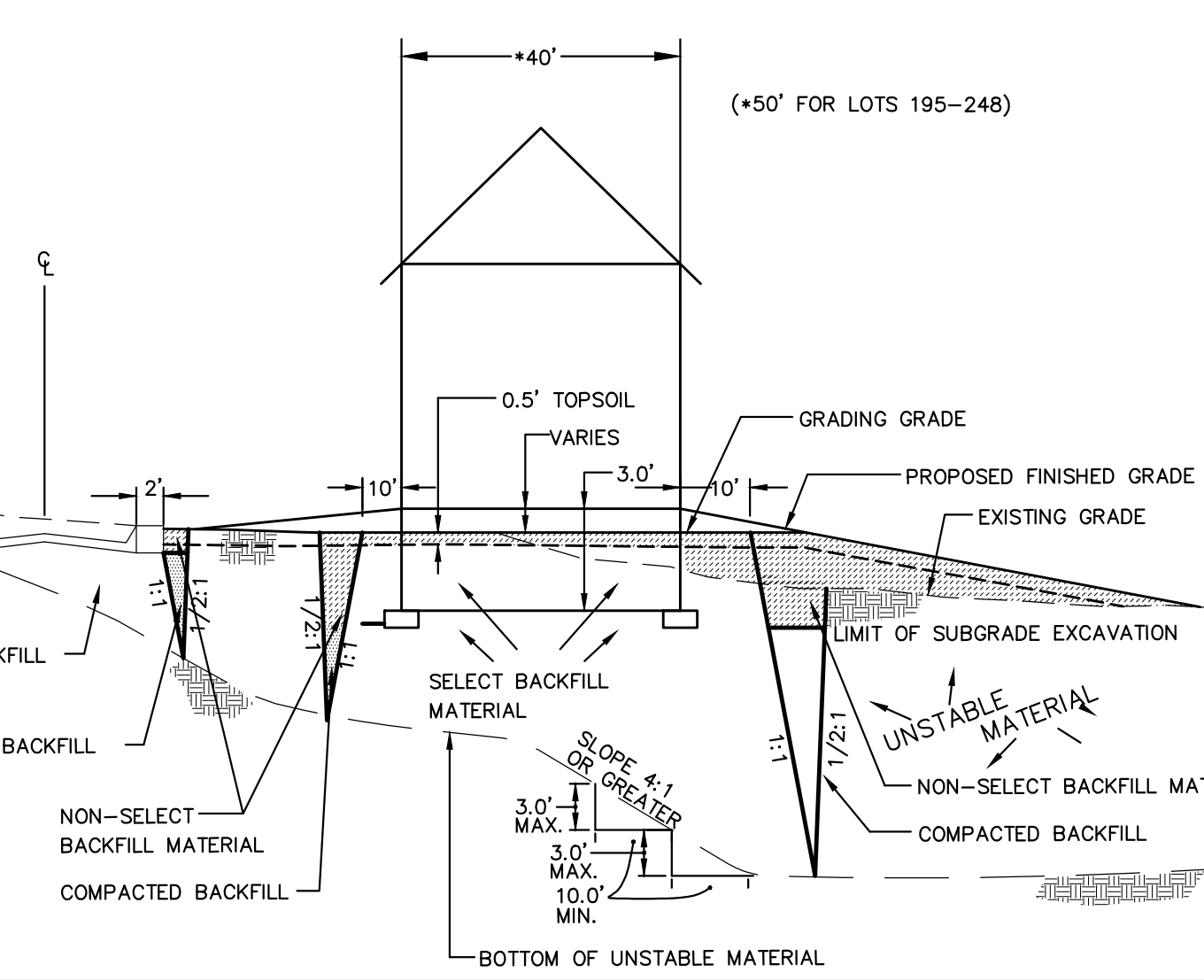
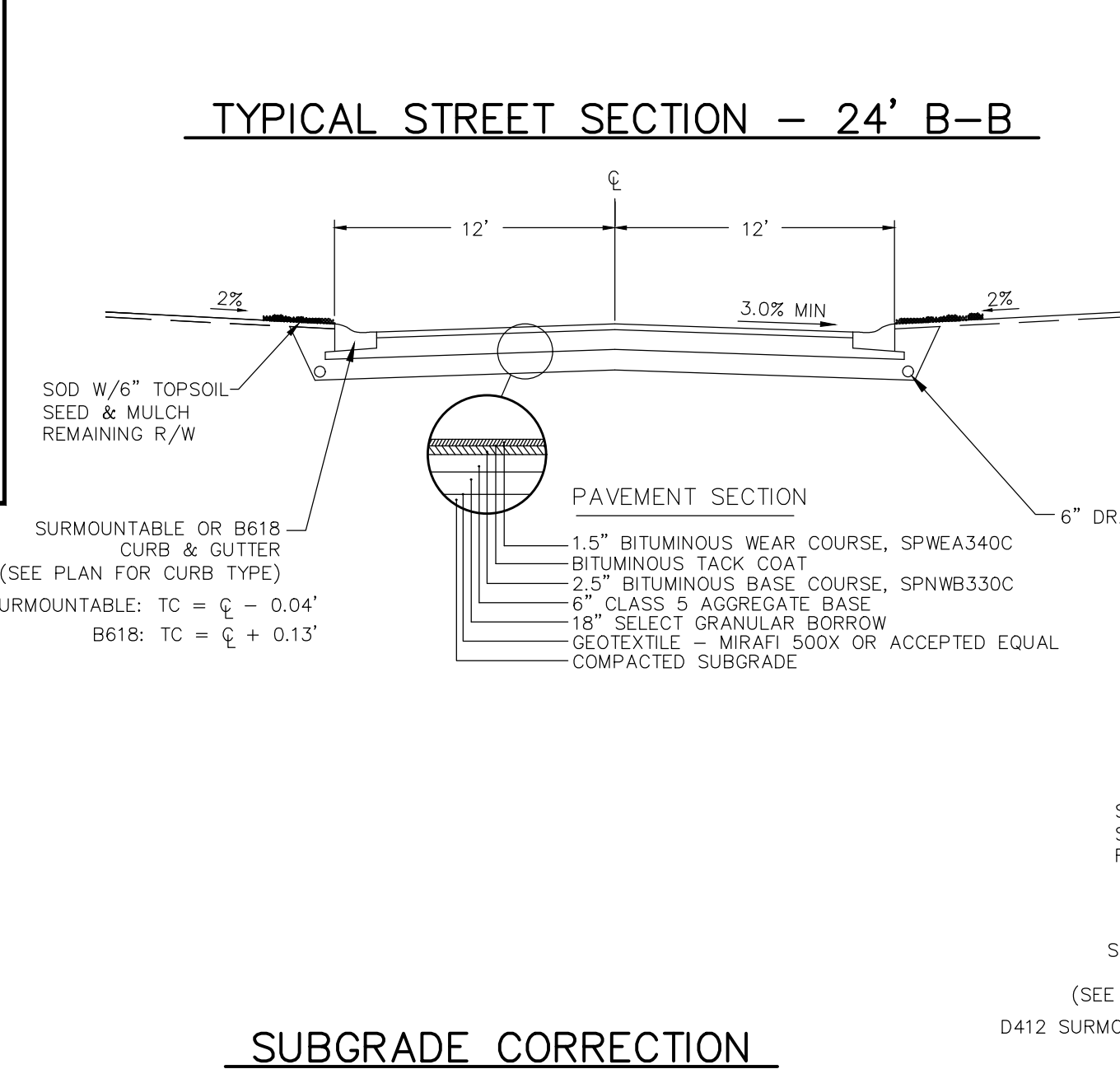
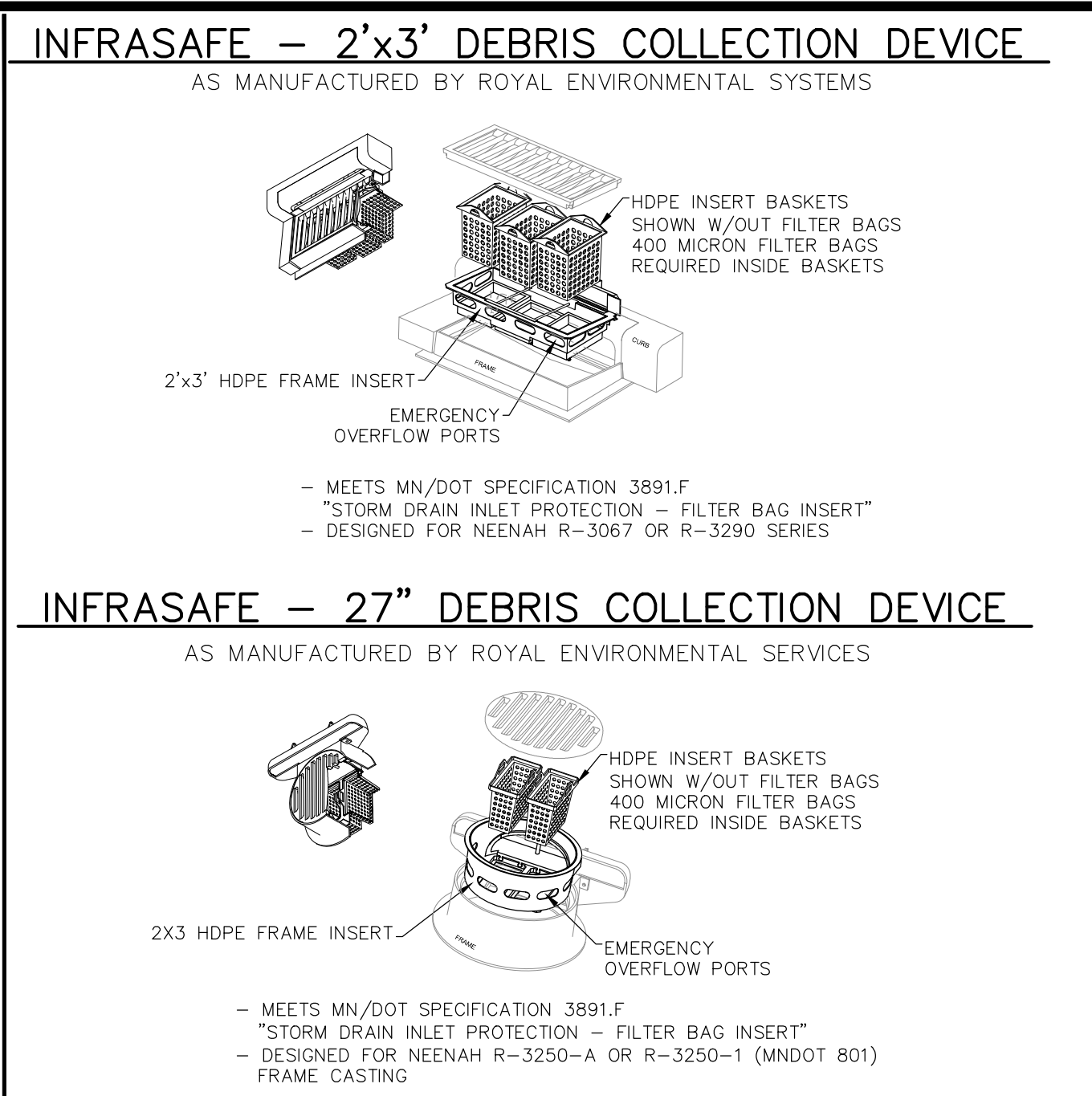
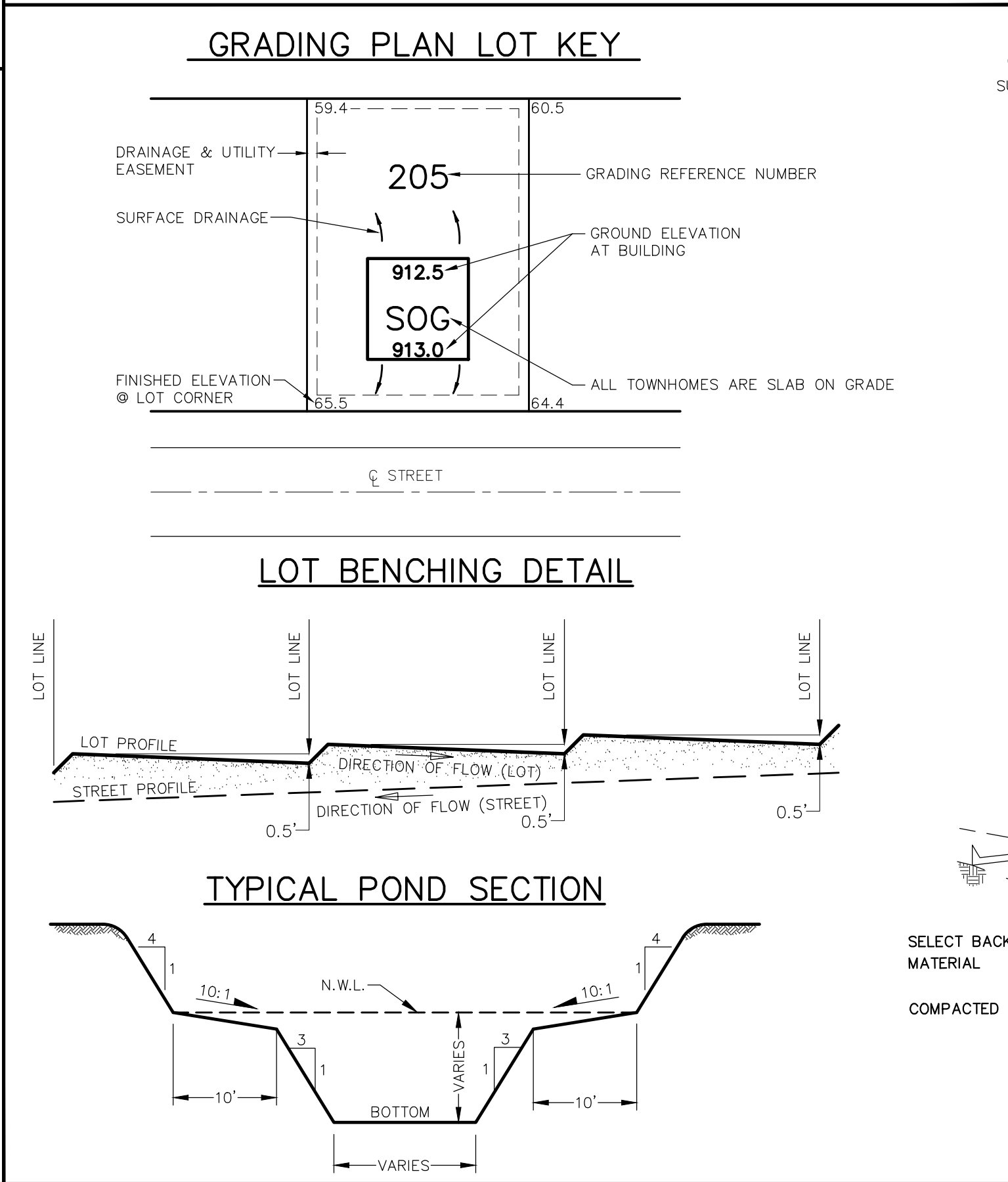
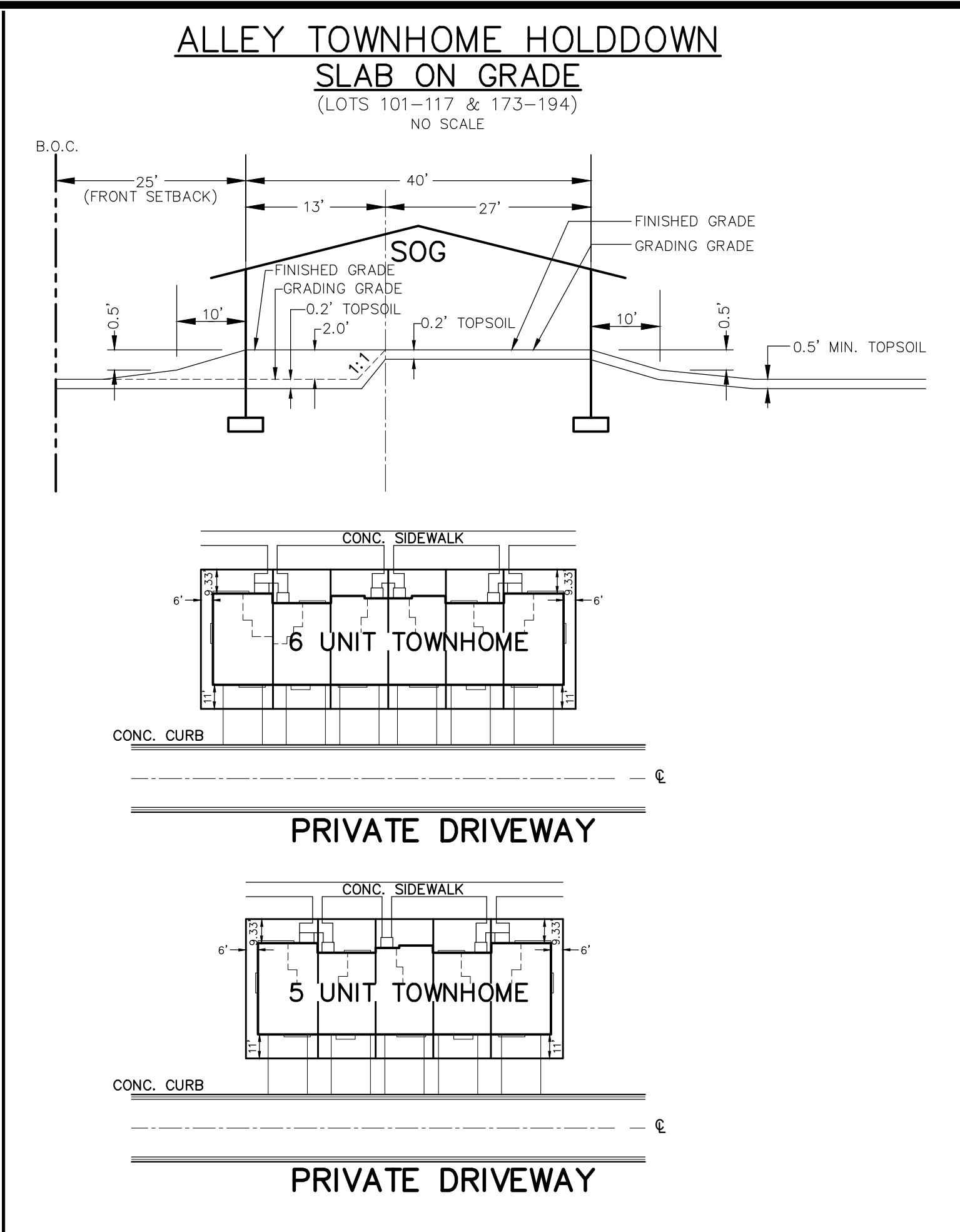
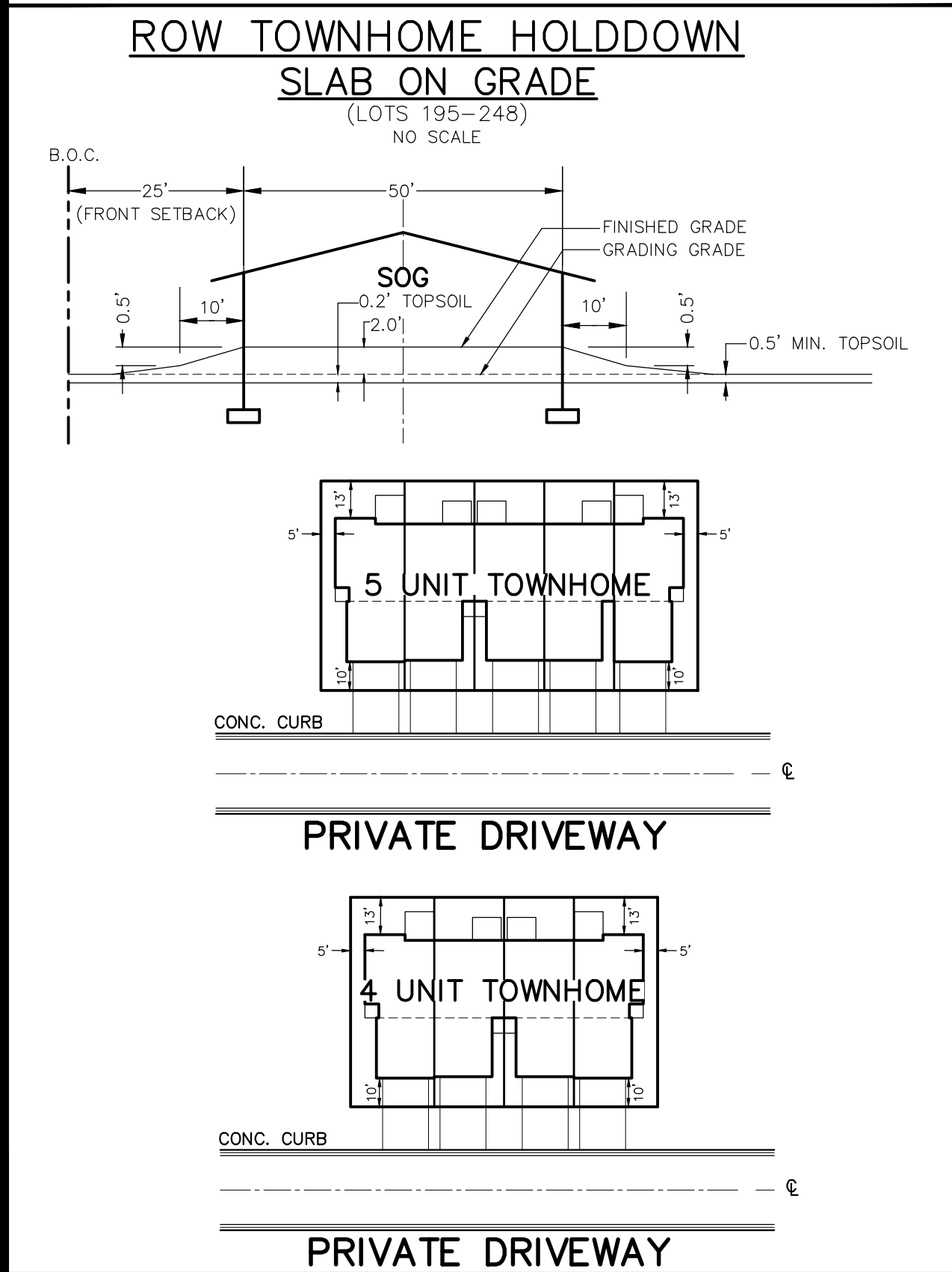
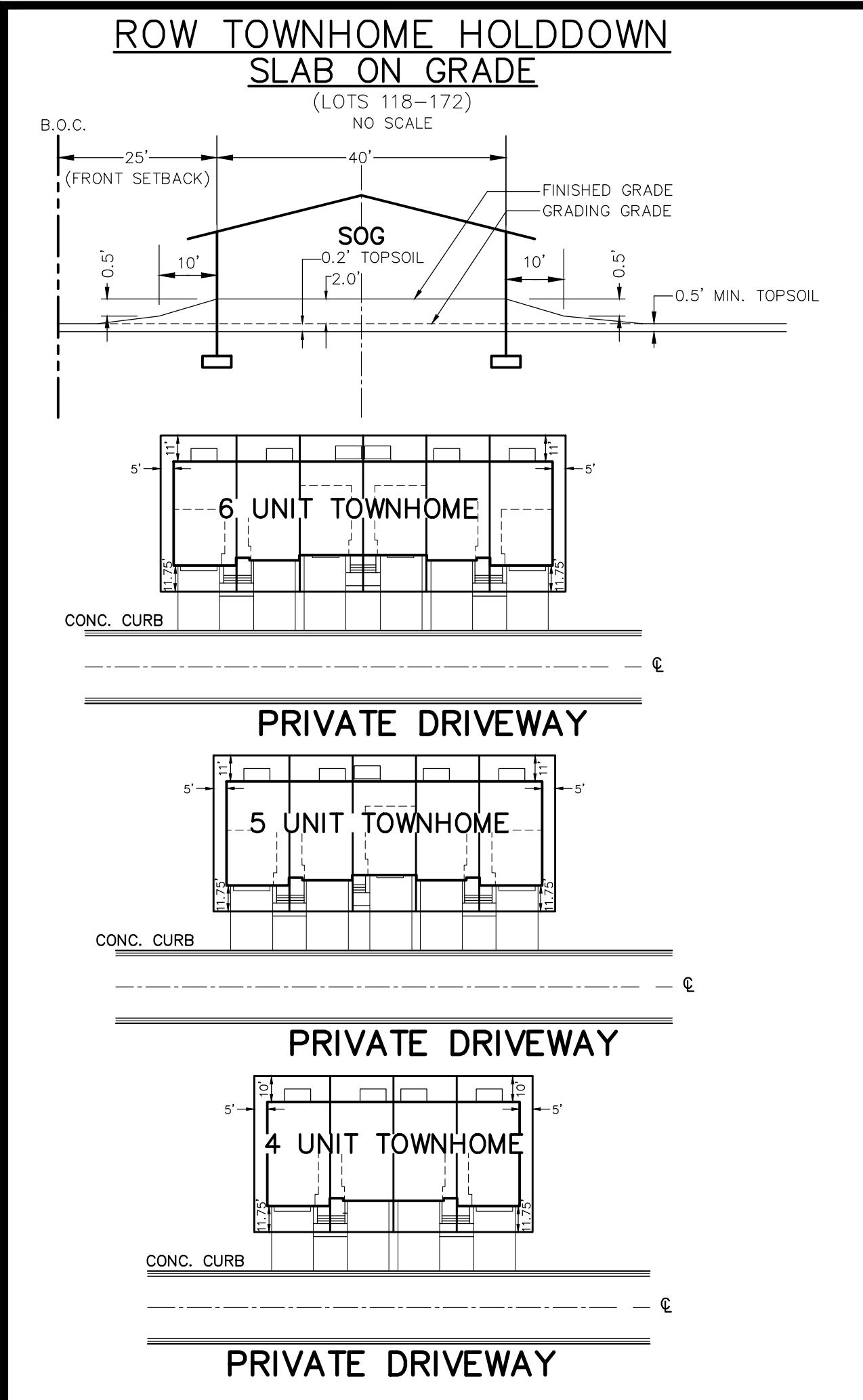


811

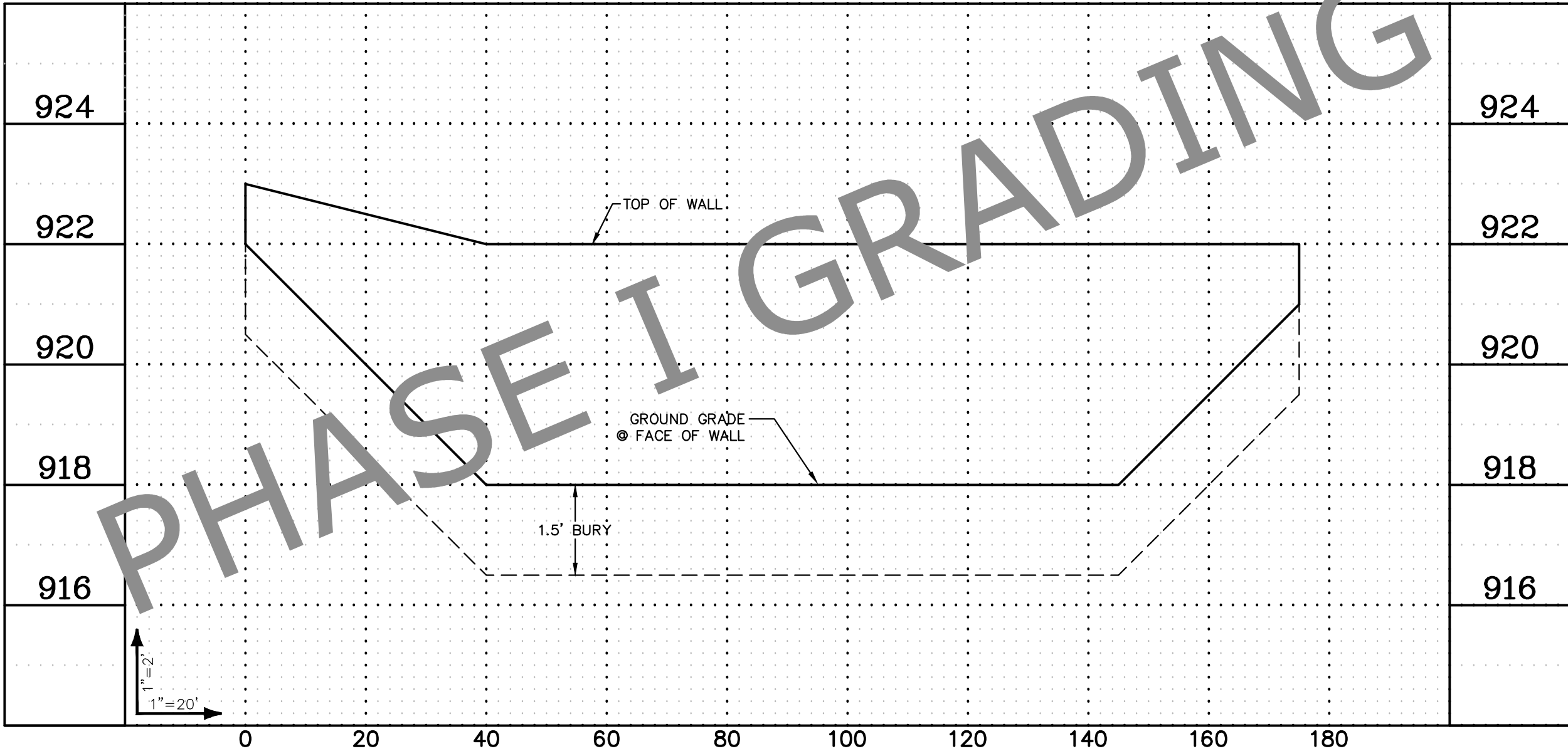
Know what's below.
Call before you dig.

The subsurface utility information shown on this plan is utility Quality Level D. This quality level was determined according to the guidelines of CI/ASCE 38-02, entitled "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data."

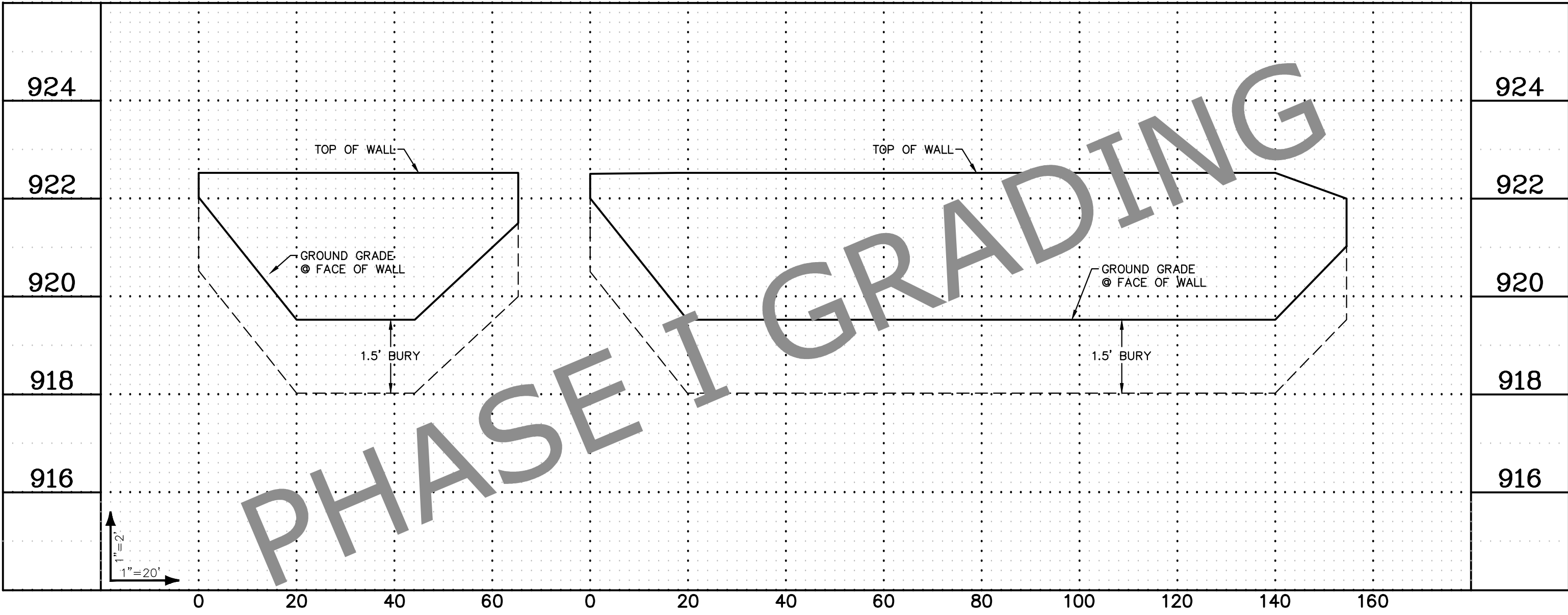
 CARLSON MCCAIN ENGINEERING SURVEYING ENVIRONMENTAL	3890 PHEASANT RIDGE DR NE SUITE 100 BLAINE, MN 55449 TEL 763.489.7900 FAX 763.489.7959 CARLSONMCCAIN.COM	I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota Print Name: Brian J. Krystofski, P.E. Signature:  Date: 1/31/22 License #: 25063	Drawn: LOC Designed: BJK Date: 1/31/22	Revisions: 1. 3/27/23 - Revised layout and grading. 2. 4/14/23 Revise per 2nd Addition 3. 5/9/24 Revise Grading Within Vacated Hynes Court Right of Way. 4. 6/7/24 Revise Grading With Hynes Court Removals per City Comments. 5. 10/5/24 Revise per 3rd Addition	M/I HOMES OF MINNEAPOLIS 5354 Parkdale Drive, #100 St. Louis Park, MN 55416	TOWNS AT FOX CREEK Rogers, Minnesota	GRADING, DEVELOPMENT & EROSION CONTROL PLAN	3 of 5
--	---	---	--	--	--	--	--	--------------



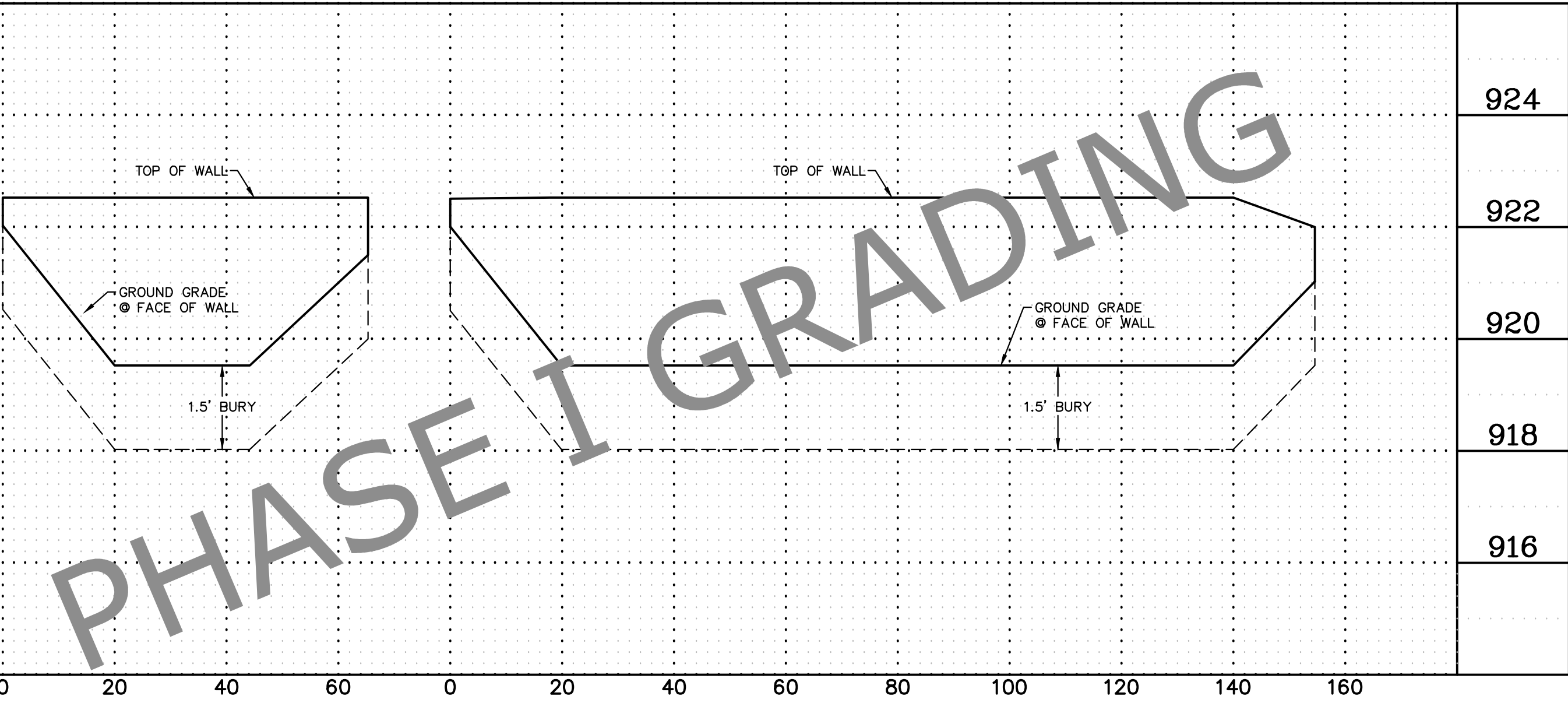
MODULAR RETAINING WALL #1
(INCLUDES FENCE)
(860 SF)



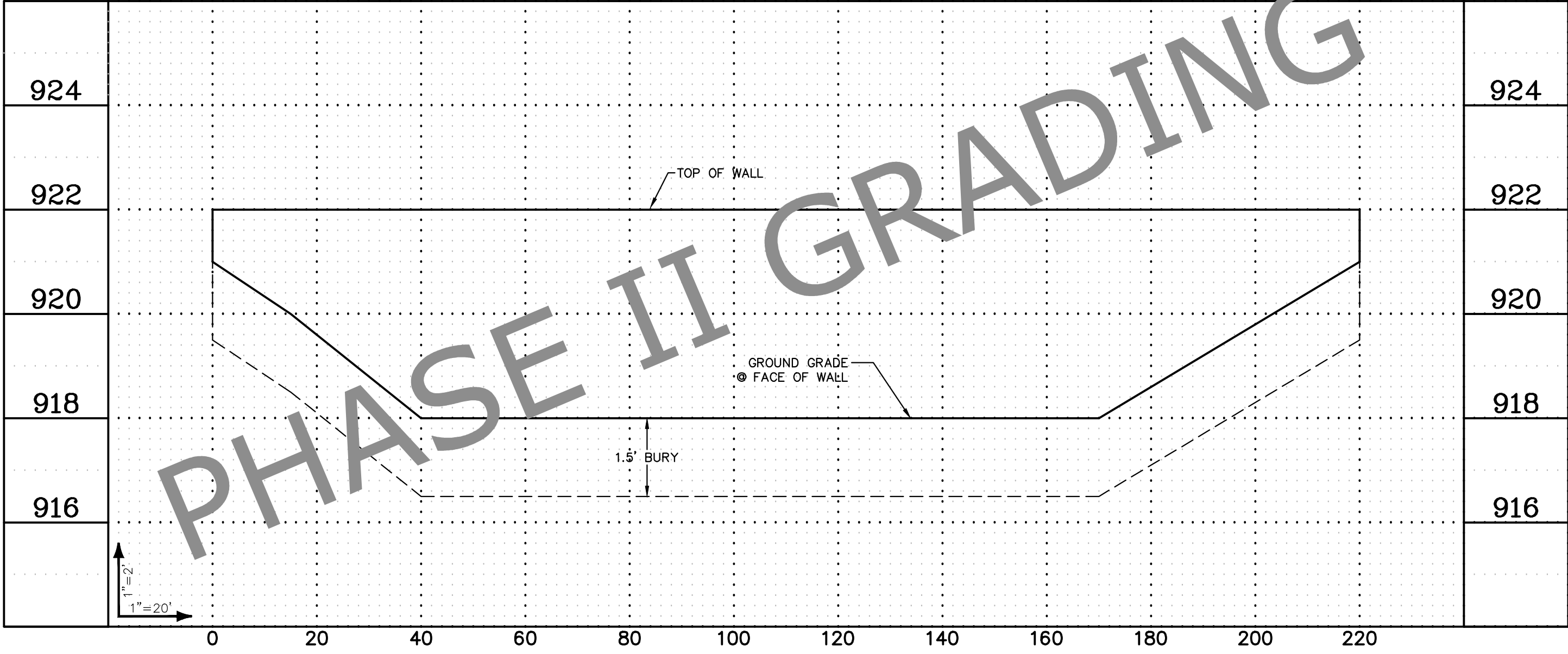
MODULAR RETAINING WALL #2
(INCLUDES FENCE)
(250 SF)



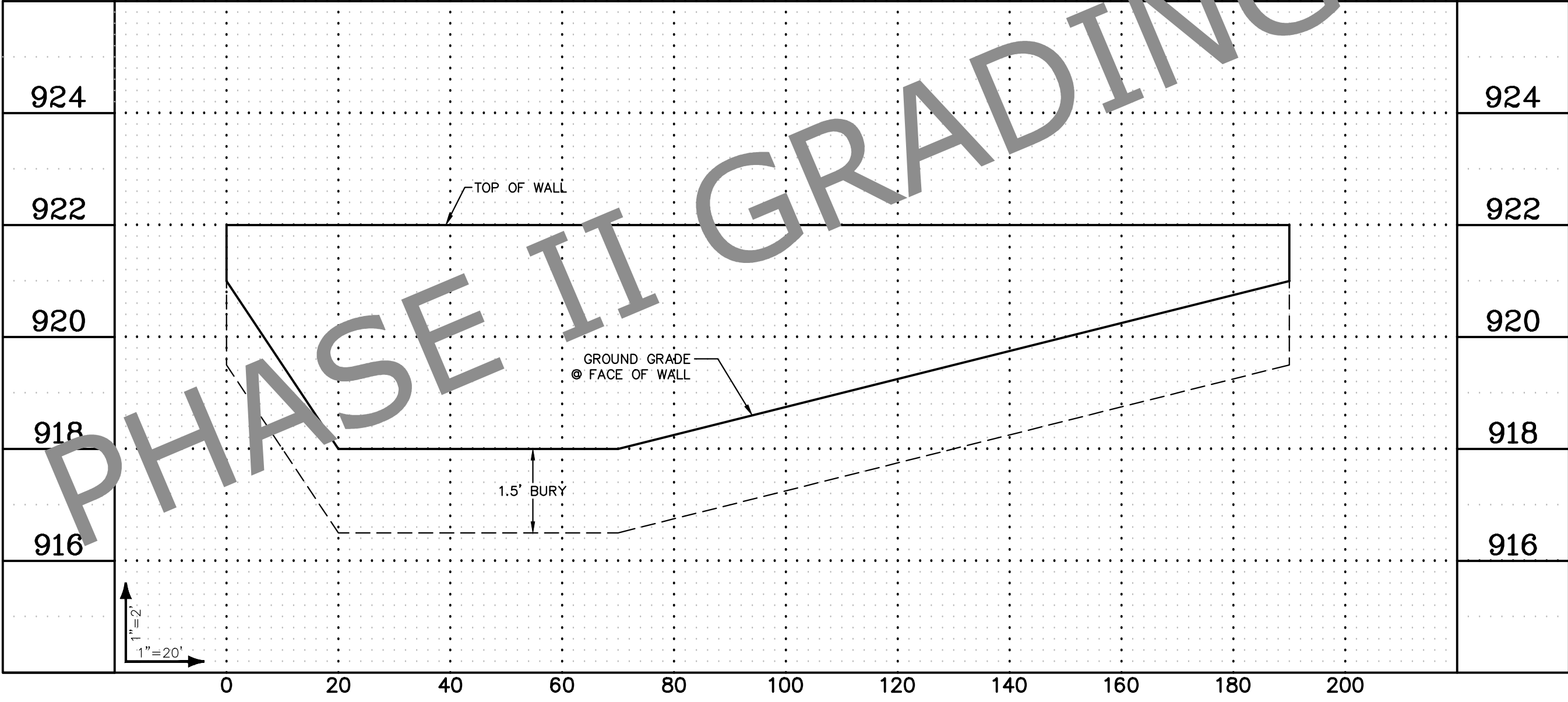
MODULAR RETAINING WALL #3
(INCLUDES FENCE)
(660 SF)



MODULAR RETAINING WALL #4
(INCLUDES FENCE)
(1,075 SF)



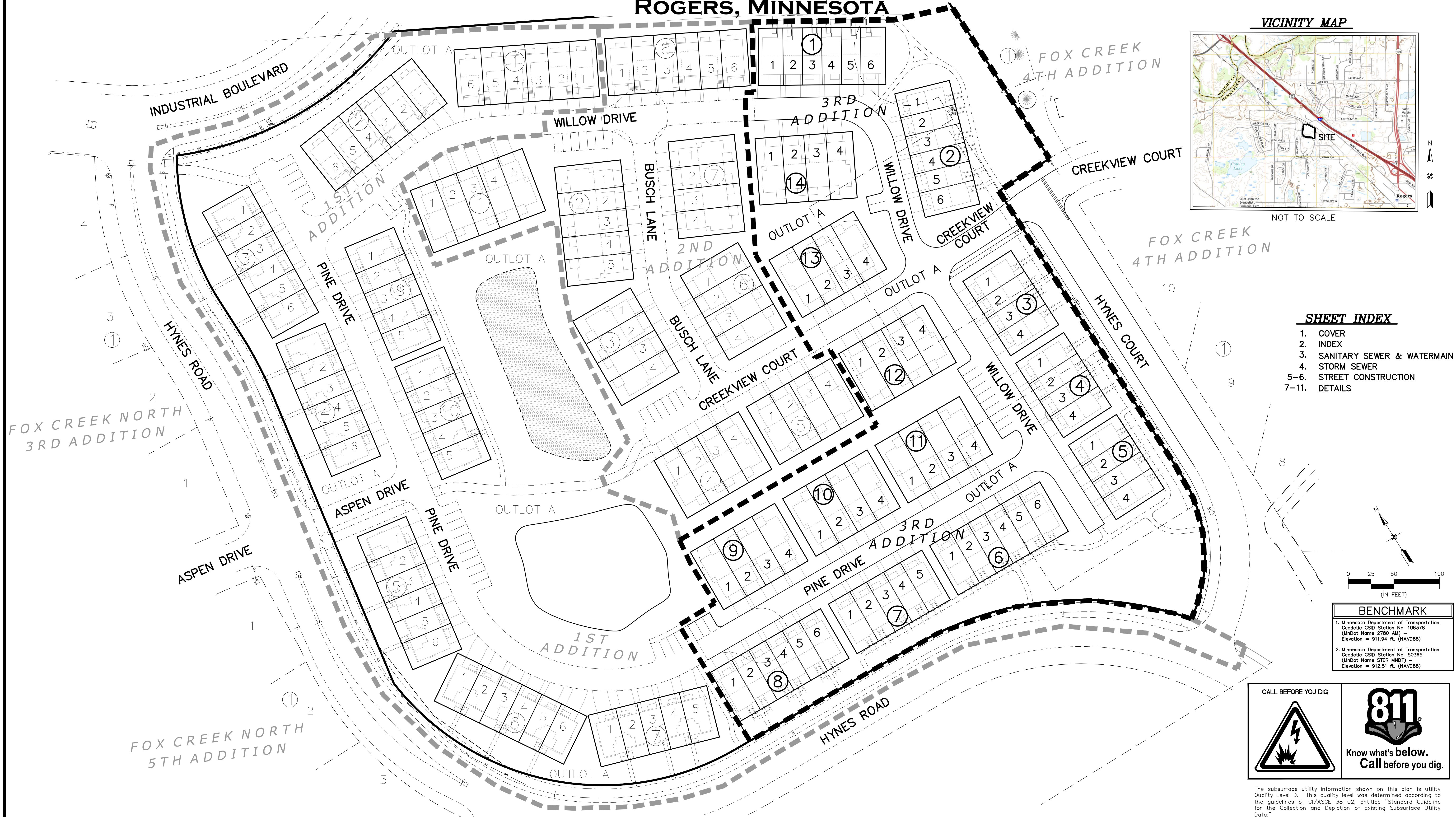
MODULAR RETAINING WALL #5
(INCLUDES FENCE)
(835 SF)

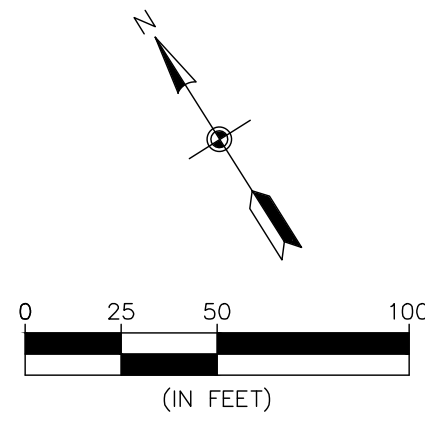
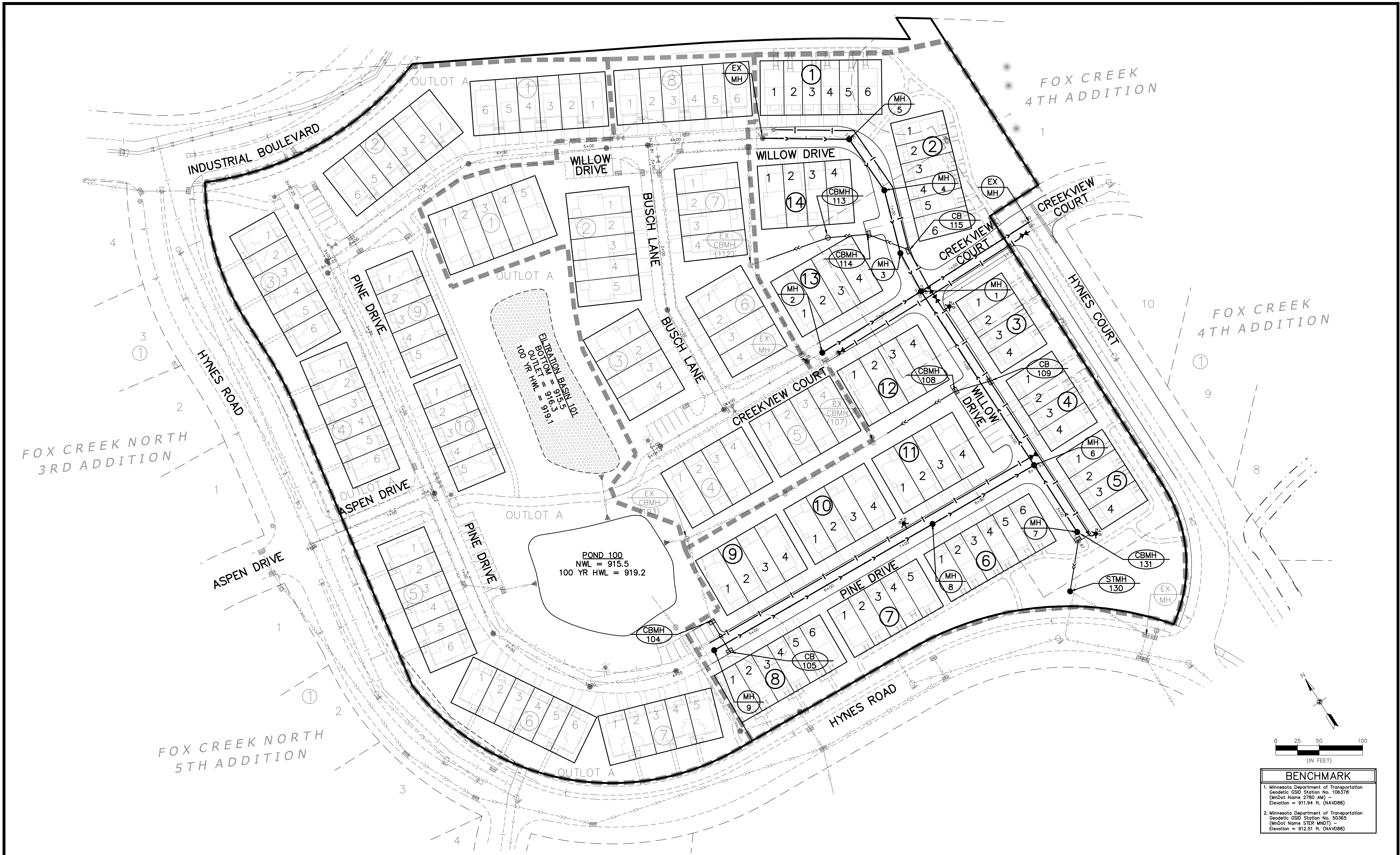


TOWNS AT FOX CREEK 3RD ADDITION

SANITARY SEWER, WATER MAIN, STORM SEWER AND STREET CONSTRUCTION PLANS

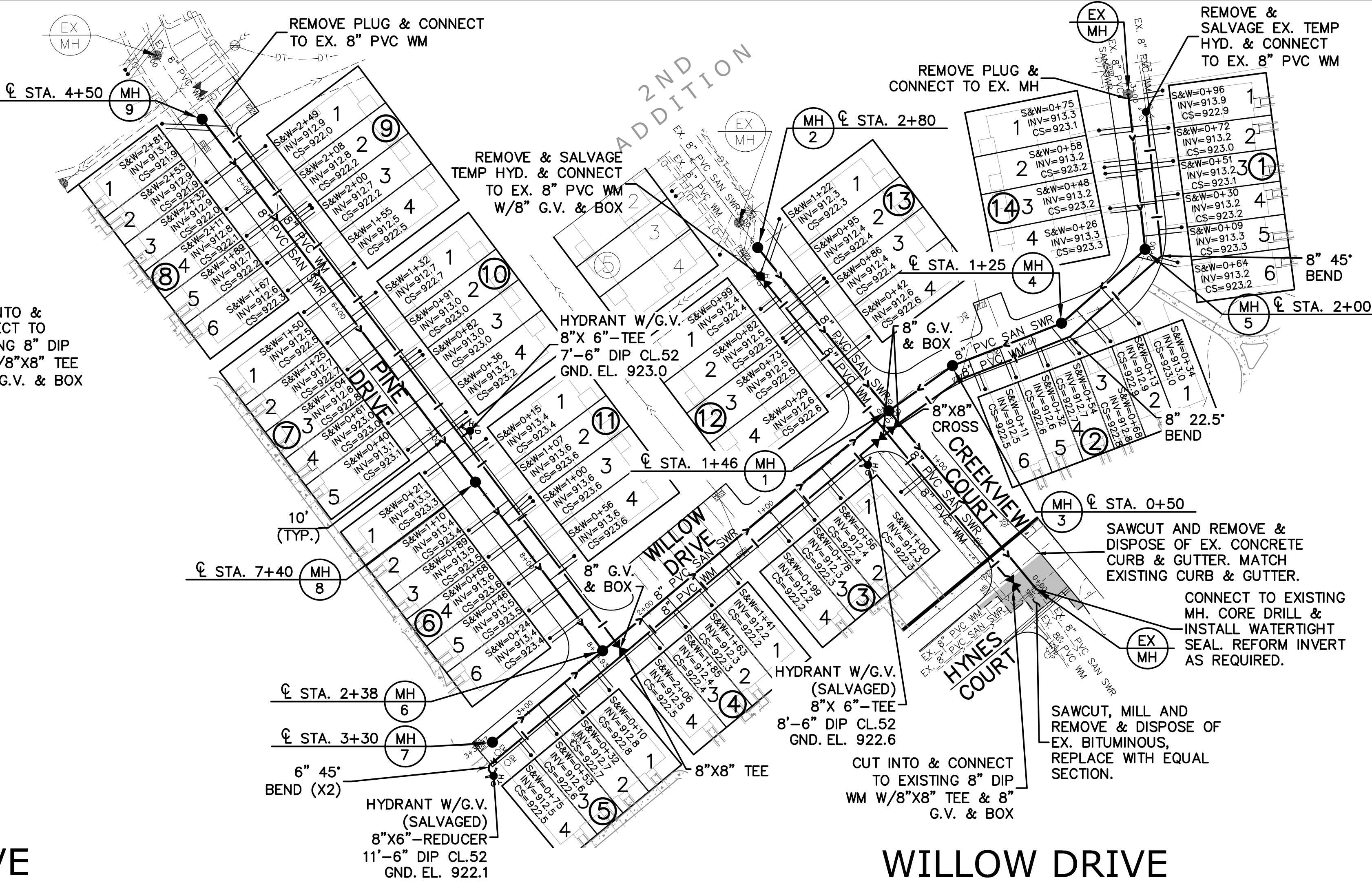
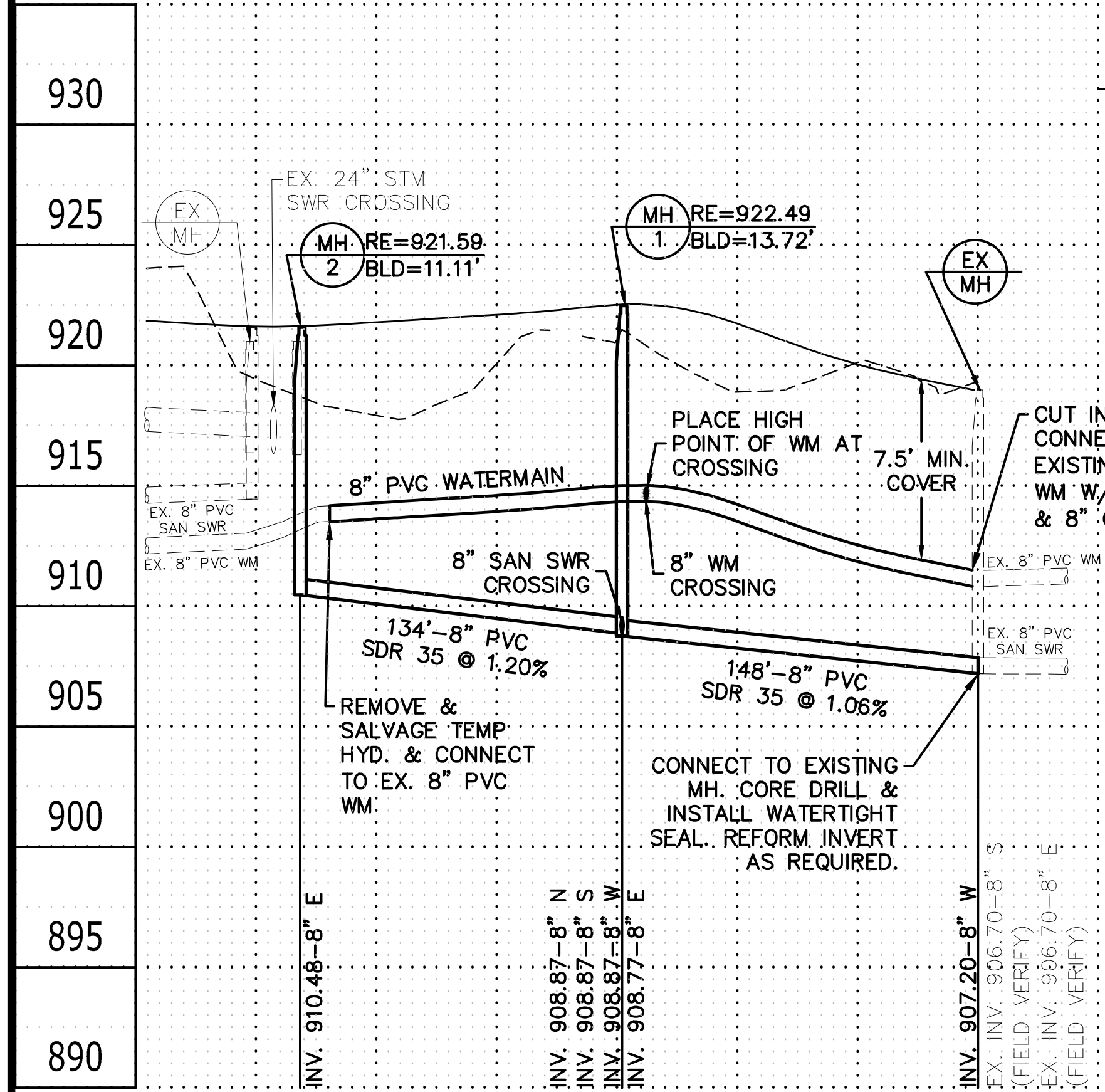
ROGERS, MINNESOTA



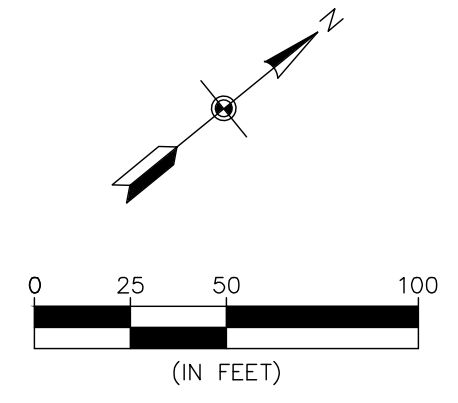


BENCHMARK	
1. Minnesota Department of Transportation Geodetic CSID Station No. 106378 (MnDot Name 2780 AM) - Elevation = 911.94 ft. (NAVD88)	
2. Minnesota Department of Transportation Geodetic CSID Station No. 50365 (MnDot Name STER MNDT) - Elevation = 912.51 ft. (NAVD88)	

CREEKVIEW COURT

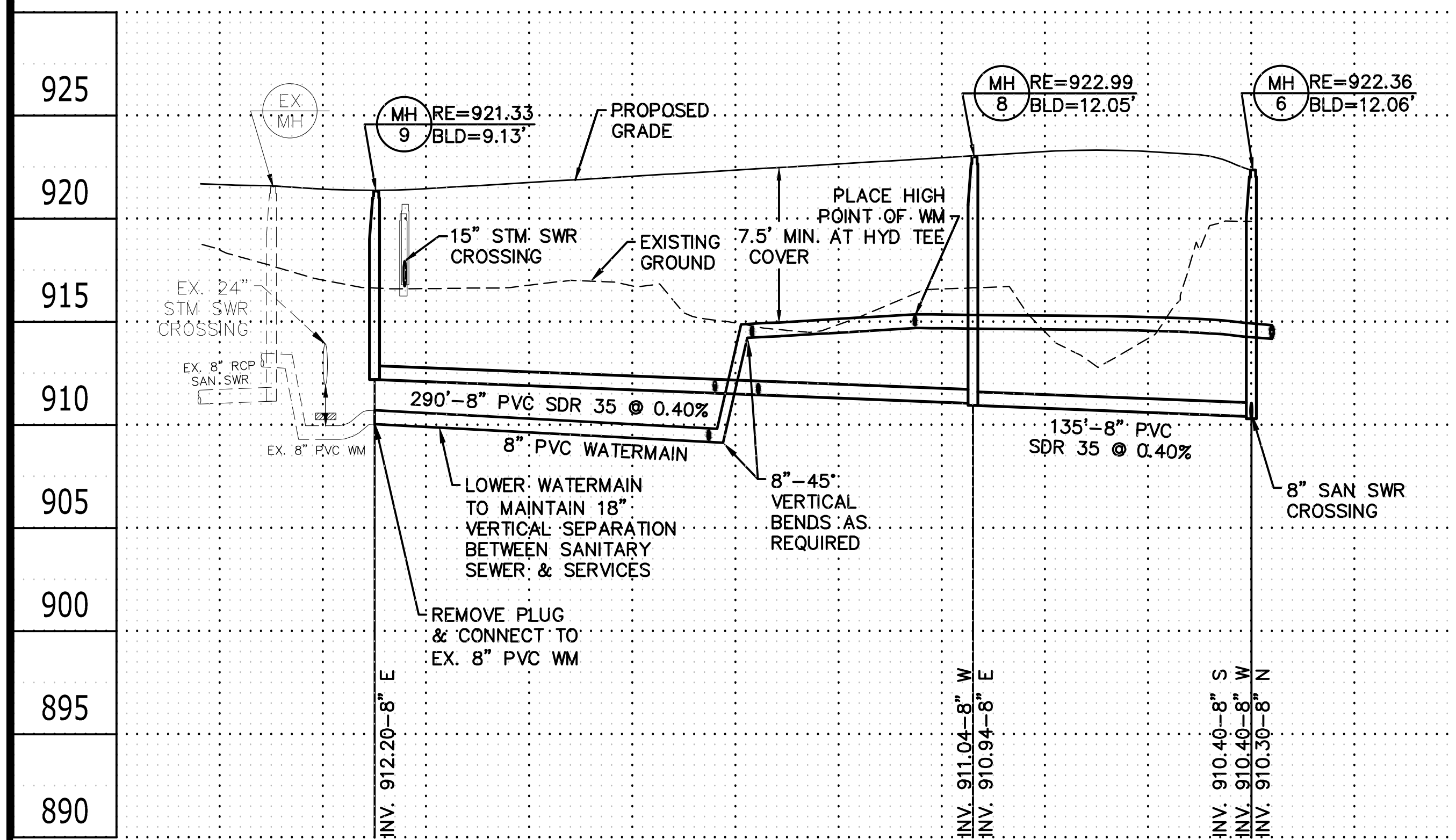


- GENERAL NOTES:
1. SANITARY SEWER SERVICES SHALL BE 4" PVC SCHEDULE 40 UNLESS OTHERWISE NOTED.
 2. WATER SERVICES SHALL BE 1" TYPE K COPPER OR ENDOPURE HDPE W/ TRACER WIRE AND SHALL HAVE 7.5' MINIMUM COVER.
 3. SANITARY SEWER SERVICE WYES ARE STATIONED FROM THE DOWN STREAM MANHOLE.
 4. SANITARY SEWER INVERTS ARE SHOWN AT THE CURB STOP.
 5. SANITARY SEWER & WATER SERVICES SHALL BE CONSTRUCTED 10' BEYOND THE BACK OF CURB.

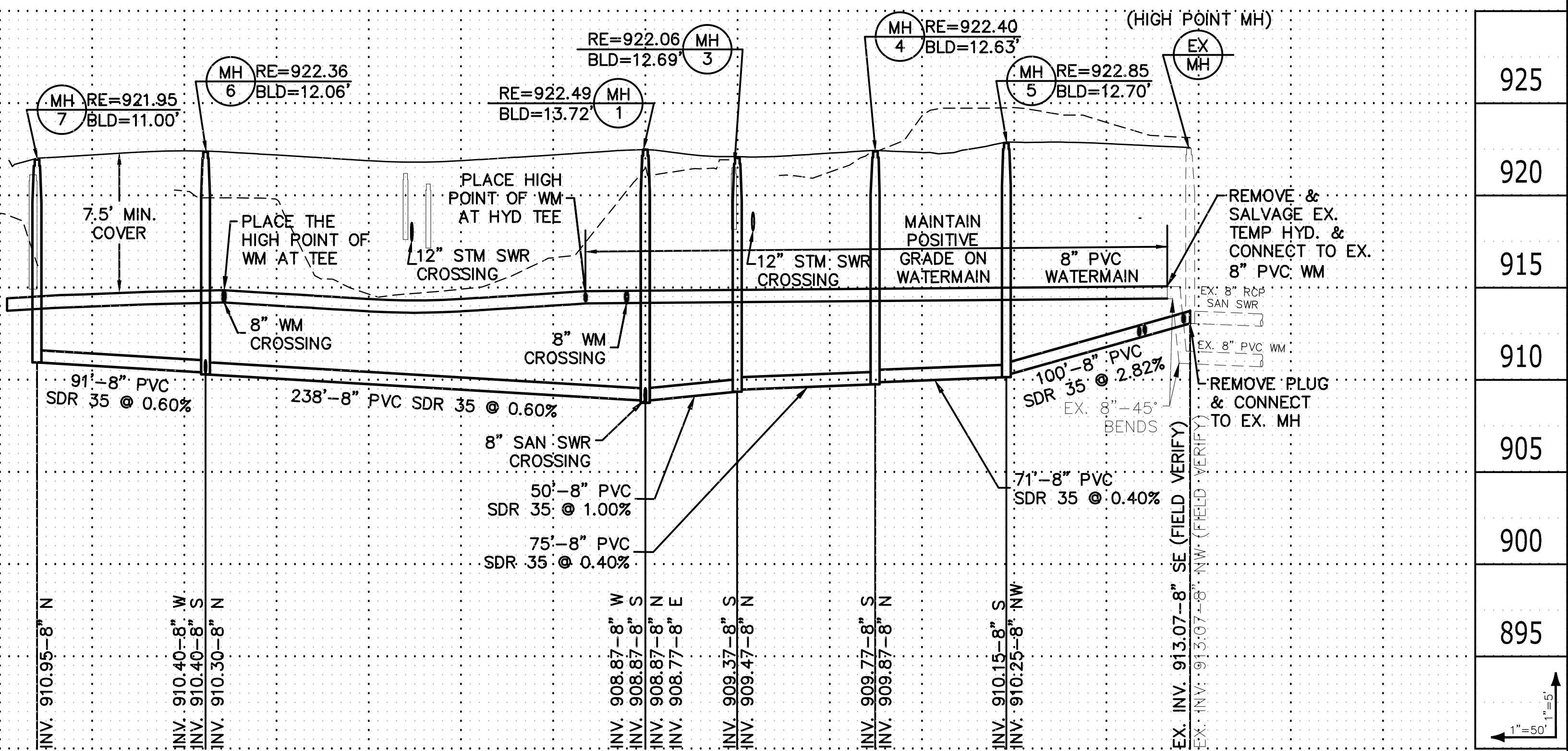


BENCHMARK	
1. Minnesota Department of Transportation Geodetic GSID Station No. 106378 (MnDot Name 2780 AM) - Elevation = 911.94 ft. (NAVD88)	
2. Minnesota Department of Transportation Geodetic GSID Station No. 50365 (MnDot Name STER MNDT) - Elevation = 912.51 ft. (NAVD88)	

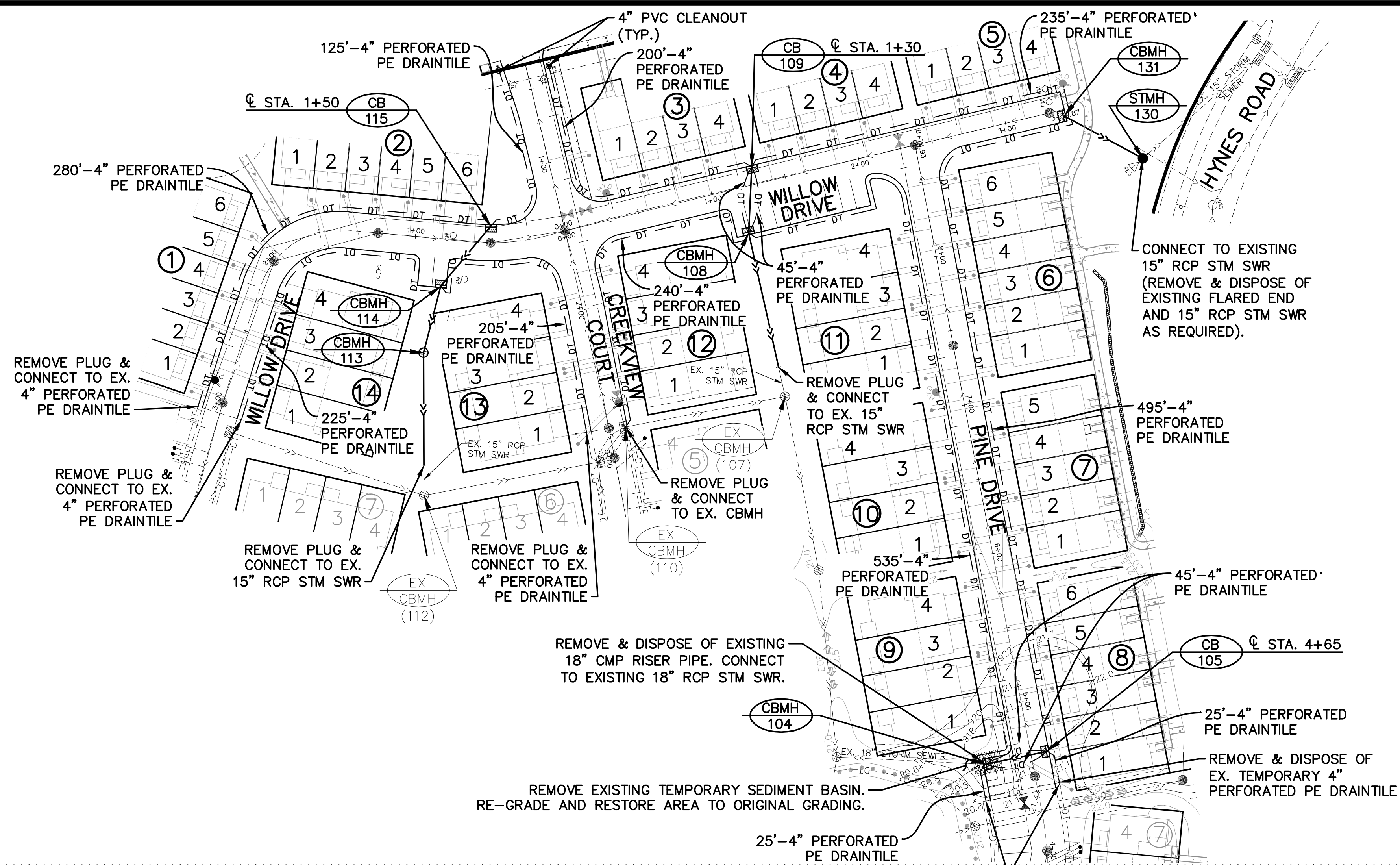
PINE DRIVE



WILLOW DRIVE

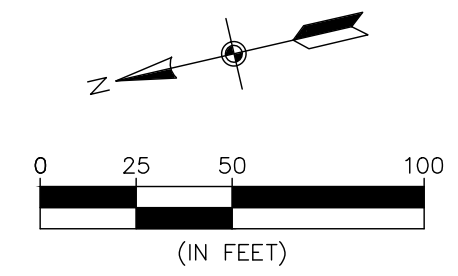


 CARLSON MCCAIN ENGINEERING SURVEYING ENVIRONMENTAL	3890 PHEASANT RIDGE DR NE SUITE 100 BLAINE, MN 55449 TEL 763.489.7900 FAX 763.489.7959 CARLSONMCCAIN.COM	I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota	Print Name: Brian J. Krystofski, P.E.	Drawn: CRM	Revisions: 1.	M/I HOMES OF MINNEAPOLIS 5354 Parkdale Drive, #100 St. Louis Park, MN 55416	TOWNS AT FOX CREEK 3RD ADDITION Rogers, Minnesota	SANITARY SEWER & WATER MAIN	3 of 11
			Signature: <i>Brian J. Krystofski</i>	Designed: BJK	Date: 10/9/24 License #: 25063				

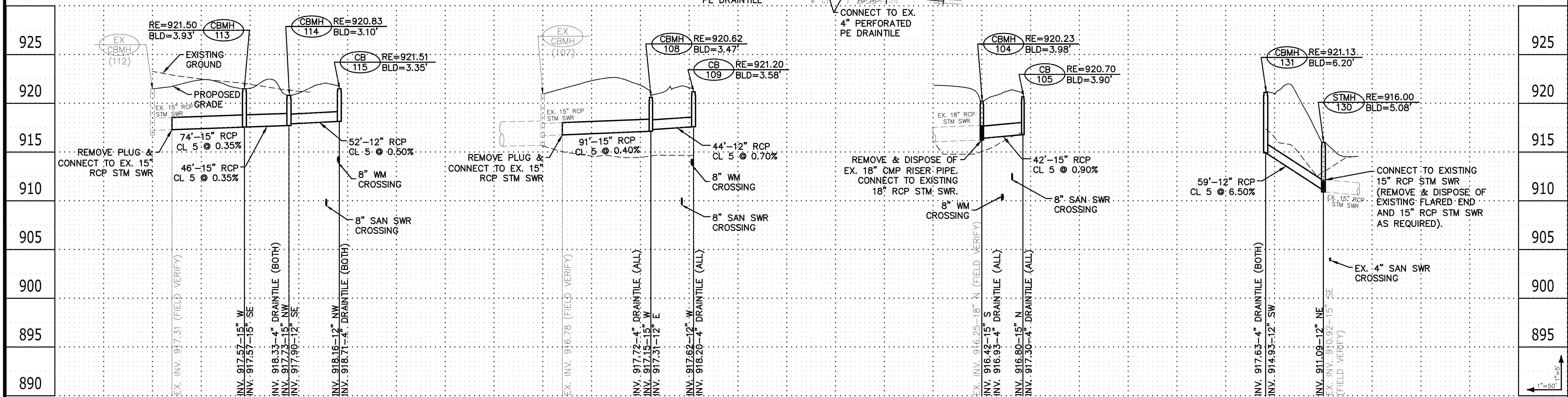


STORM SEWER SCHEDULE		
STRUCTURE		NEENAH CASTING or EQUAL
TYPE & No.	SIZE	
CBMH-104	48" DIA.	R-3067-VB
CB-105	24'X36'	R-3290-A
CBMH-108	48" DIA.	R-3067-VB
CB-109	24'X36'	R-3067-VB
CBMH-113	48" DIA.	R-4342
CBMH-114	48" DIA.	R-3067-VB
CB-115	24'X36'	R-3067-VB
STMH-130	48" DIA.	R-1642
CBMH-131	48" DIA.	R-3067-VB

- GENERAL NOTES:
1. INSTALL SEDIMENT CONTROL BARRIER INSERTS ON ALL CATCH BASINS (SEE DETAIL).
 2. PLUG THE UPSTREAM DRAINTILE IN THE STRUCTURE TO PREVENT FLOW INTO THE DRAINTILE.



BENCHMARK
1. Minnesota Department of Transportation Geodetic GSD Station No. 106378 (MnDot Name 2780 AM) - Elevation = 911.94 ft. (NAVD88)
2. Minnesota Department of Transportation Geodetic GSD Station No. 50365 (MnDot Name SIER MNDT) - Elevation = 912.51 ft. (NAVD88)



CARLSON MCCAIN
ENGINEERING
SURVEYING
ENVIRONMENTAL

3890 PHEASANT RIDGE DR NE
SUITE 100
BLAINE, MN 55449
TEL 763.489.7900
FAX 763.489.7959
CARLSONMCCAIN.COM

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

Print Name: Brian J. Krystofiak, P.E.
Signature: *Brian J. Krystofiak*
Date: 10/9/24 License #: 25063

Drawn: CRM
Designed: BJK
Date: 10/9/24

Revisions:
1.

M/I HOMES OF MINNEAPOLIS
5354 Parkdale Drive, #100
St. Louis Park, MN 55416

TOWNS AT FOX CREEK 3RD ADDITION
Rogers, Minnesota

STORM SEWER

4 of 11

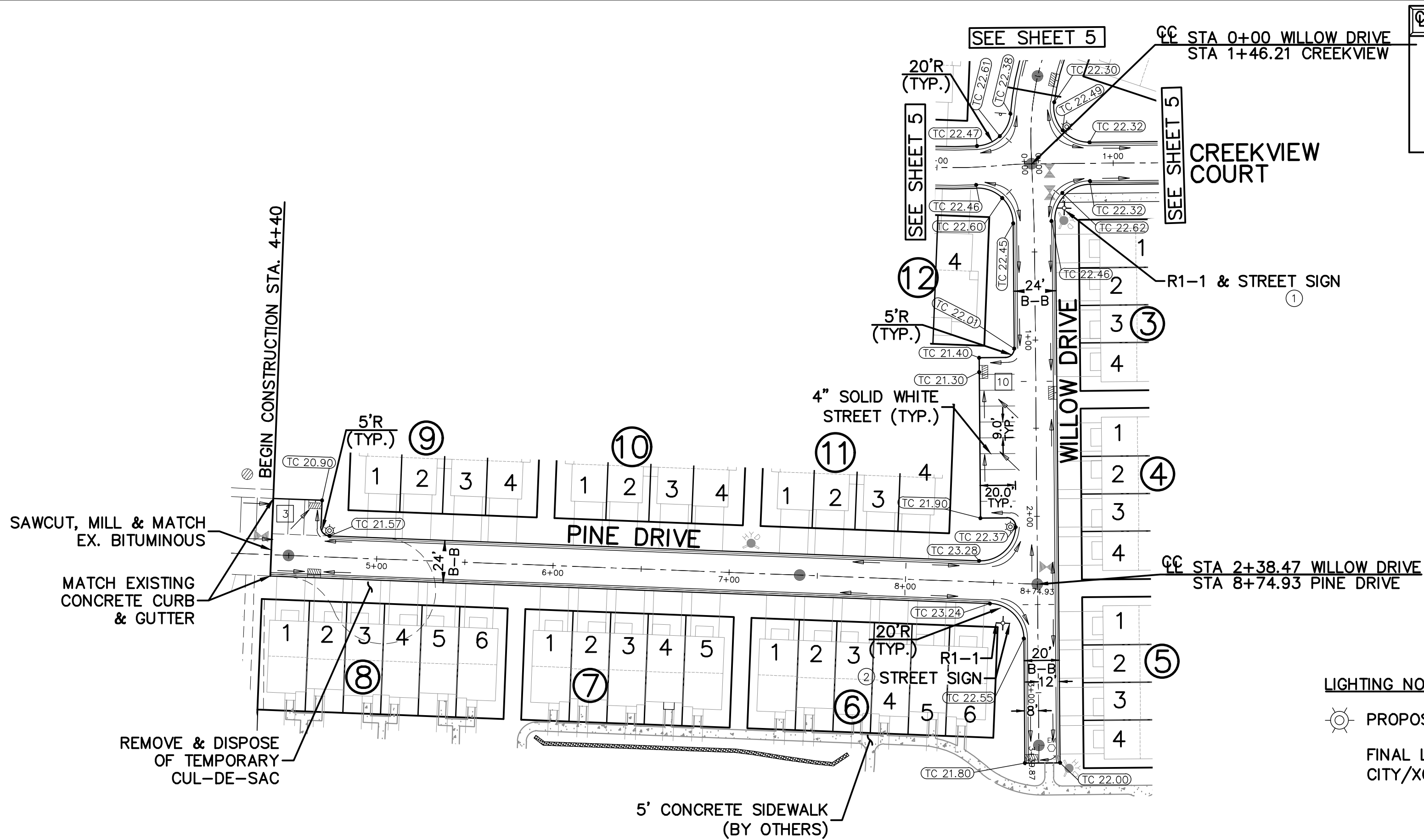
SIGN SCHEDULE			
SIGN	SIGN NO.	SIZE	QUANTITY
	R1-1	30" x 30"	4
STREET SIGN			2

STREET NAME SIGNS		
NAMES	COLOR	QUANTITY
① Willow Drive Creekview Court	B B	1
② Willow Drive Pine Drive	B B	1

SEE CITY OF ROGERS STANDARD PLATE SGN-2
G = WHITE ON GREEN (PUBLIC STREETS)
B = WHITE ON BROWN (PRIVATE STREETS)

PARKING SUMMARY

TOTAL STALLS.....15
PLATTED LOTS.....65



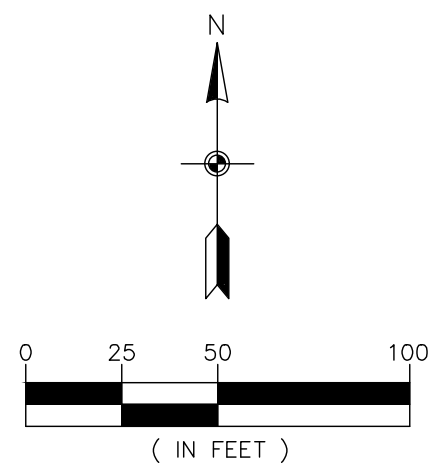
CURVE DATA (WILLOW DRIVE) (SOUTH)	
PC =	0+10.83
PT =	0+60.36
Δ =	1°56'49"
R =	1457.46'
L =	49.5280'
T =	24.77'

CURB TYPES LEGEND	
	SURMOUNTABLE CONCRETE CURB & GUTTER
	B618 CONCRETE CURB & GUTTER
	B612 CONCRETE CURB & GUTTER
	DENOTES TOP OF CURB ELEVATION FOR THE TYPE OF CURB SHOWN.
	DENOTES PEDESTRIAN RAMP. (SEE DETAIL)

- NOTES:**
- ALL SIDEWALK JOINTS SHALL BE SAWCUT.
 - ALL MANHOLES AND GATE VALVES SHALL BE BROUGHT TO THE SURFACE PRIOR TO THE PAVING OF THE BASE COURSE.
 - CONTRACTOR SHALL REMOVE ALL CONFLICTING PAVEMENT MARKINGS.
 - EPOXY PAINT SHALL BE USED FOR ALL PAVEMENT MARKINGS.
 - ALL SIGNS & LOCATIONS WILL BE SUBJECT TO CHANGE WHEN THE MASTER SIGN PLAN IS APPROVED.
 - SIGNING & STRIPING PER MMUTCD STANDARDS.
 - ALL DIMENSIONS SHOWN FROM CURB LINES ARE TO THE BACK OF CURB.

LIGHTING NOTES:

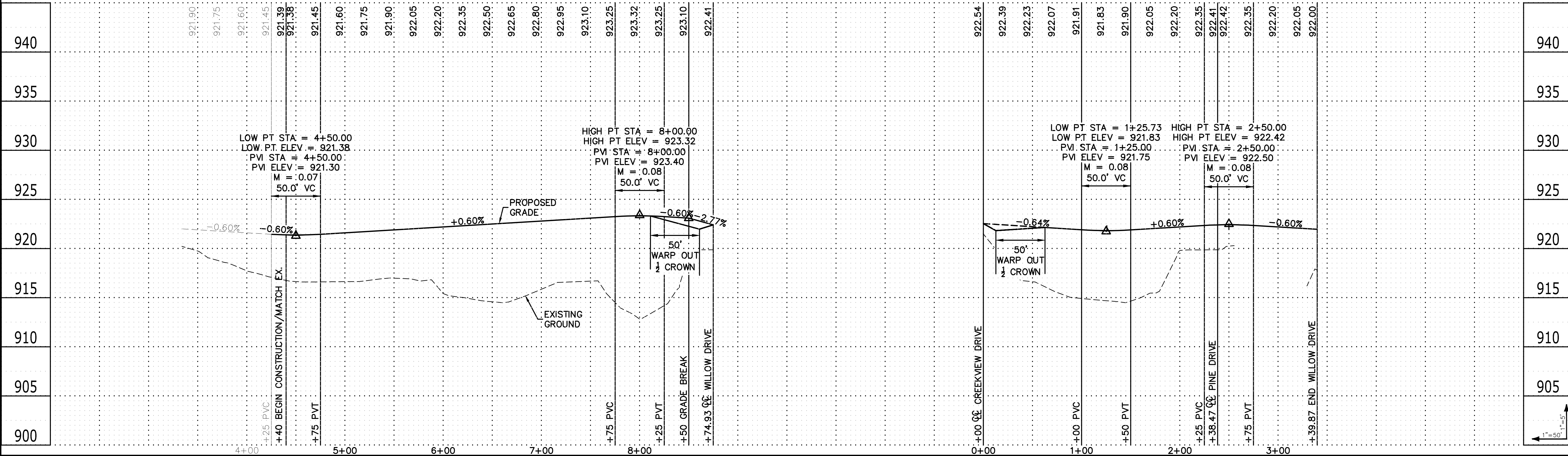
- PROPOSED LIGHT LOCATION.
FINAL LOCATION TO BE VERIFIED WITH CITY/XCEL.



BENCHMARK
1. Minnesota Department of Transportation Geodetic GSID Station No. 106378 (MnDot Name 2780 AW) - Elevation = 911.94 ft. (NAVD88)
2. Minnesota Department of Transportation Geodetic GSID Station No. 50365 (MnDot Name STER MNDT) - Elevation = 912.51 ft. (NAVD88)

PINE DRIVE

WILLOW DRIVE



CARLSON McCAIN
ENGINEERING
SURVEYING
ENVIRONMENTAL

3890 PHEASANT RIDGE DRIVE
SUITE 100
BLAINE, MN 55449
TEL 763.489.7900
FAX 763.489.7959
CARLSONMCCAIN.COM

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota
Print Name: Brian J. Krystofik, P.E.
Signature:
Date: 10/9/24 License #: 25063

Drawn: CRM
Designed: BJK
Date: 10/9/24

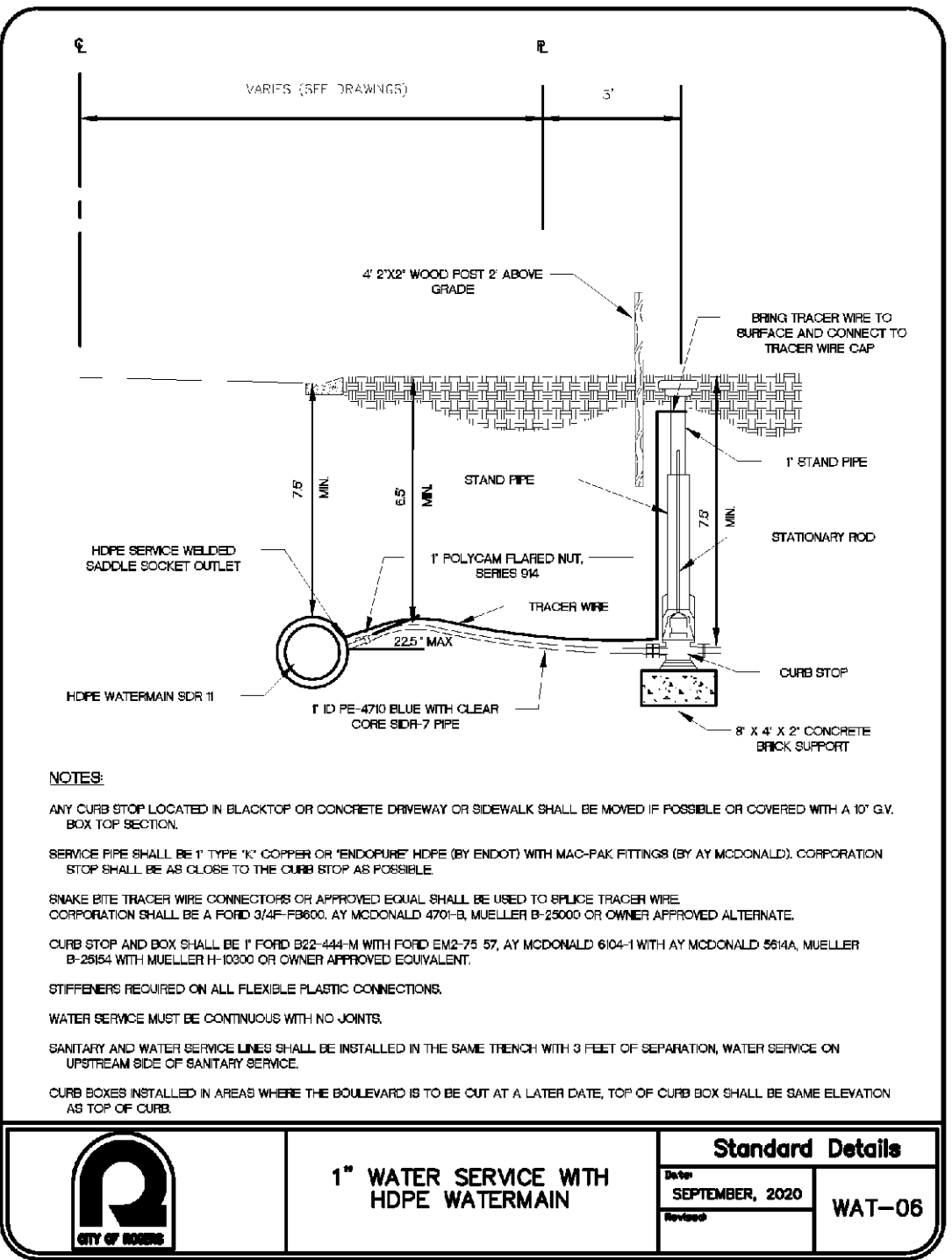
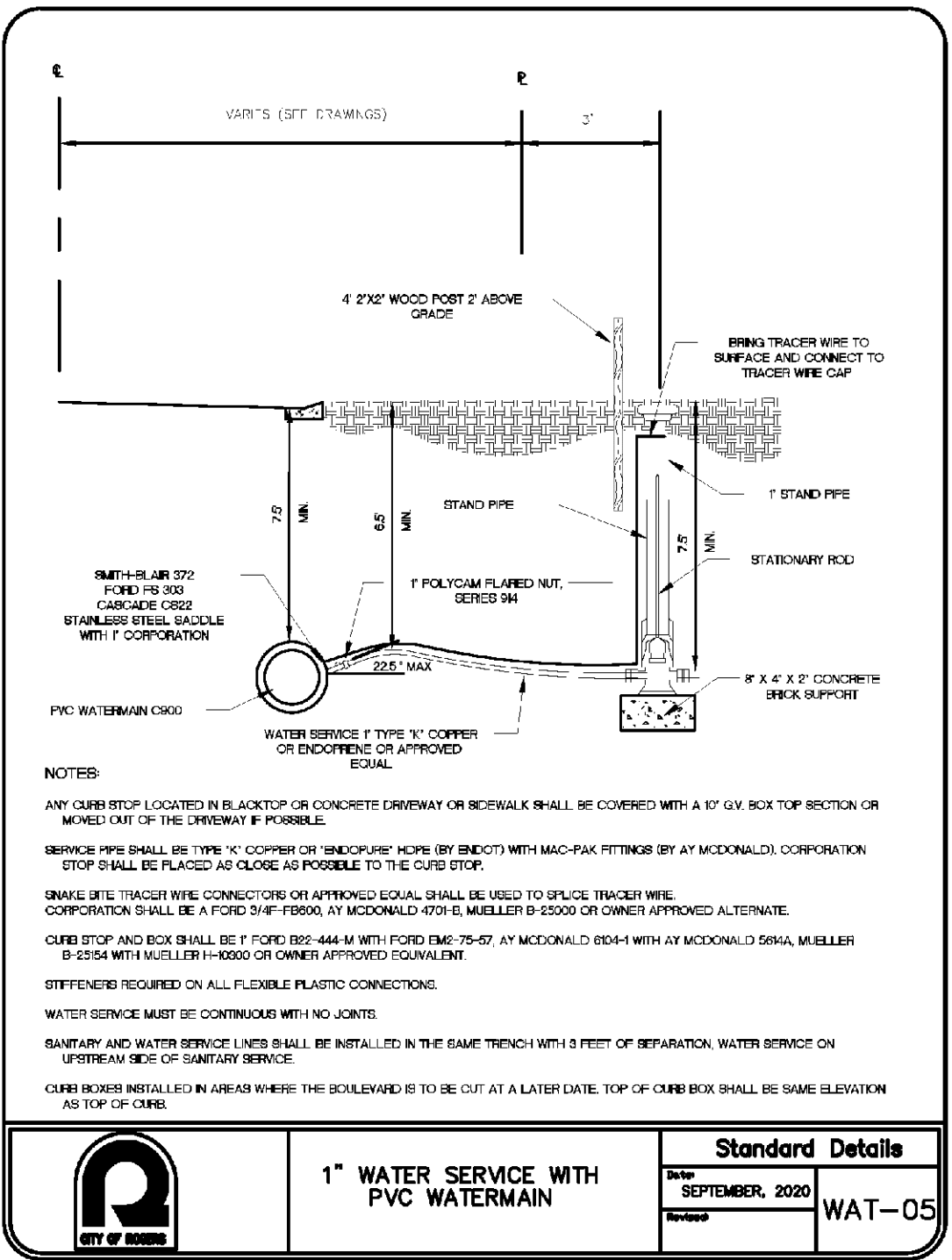
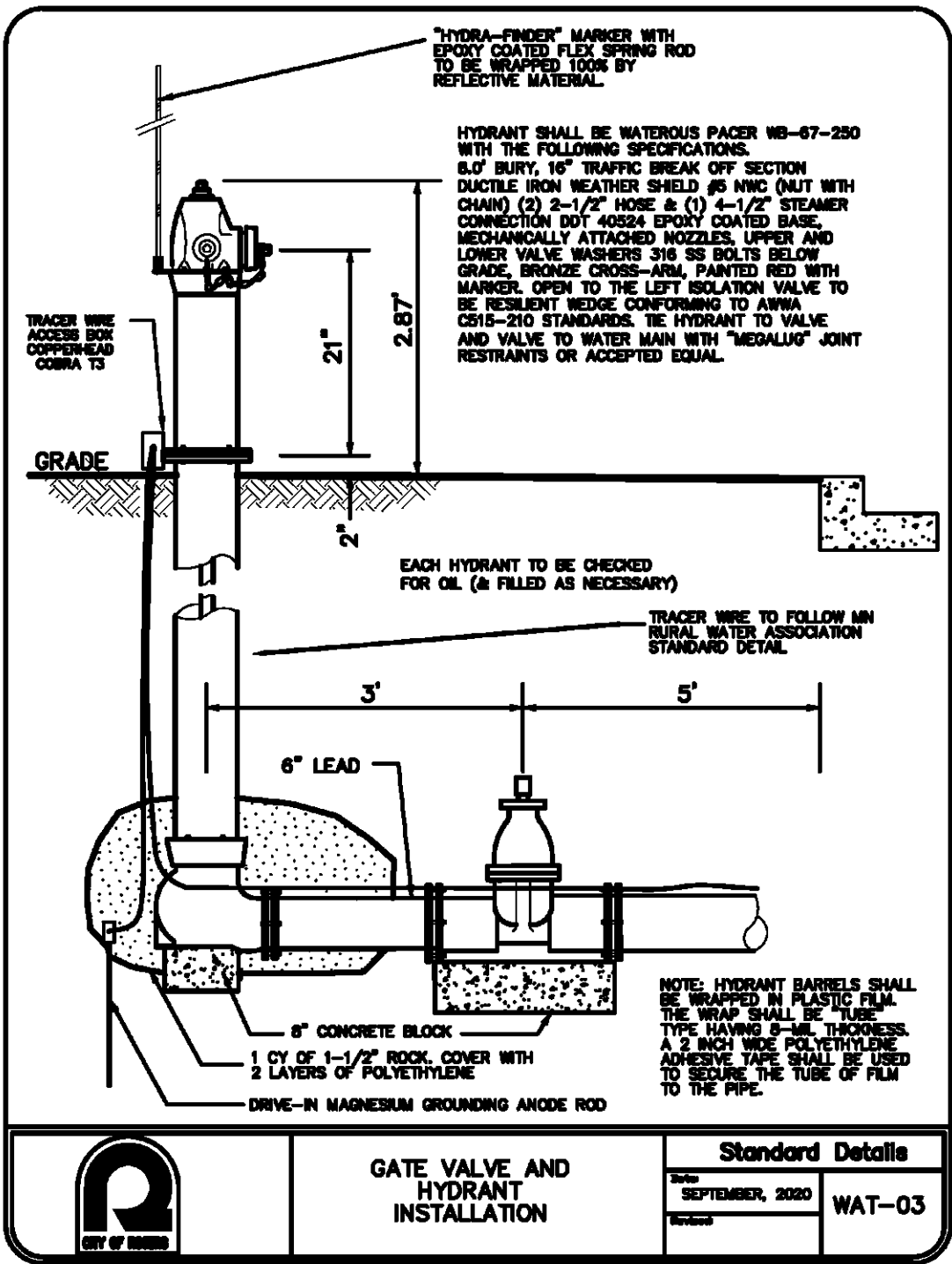
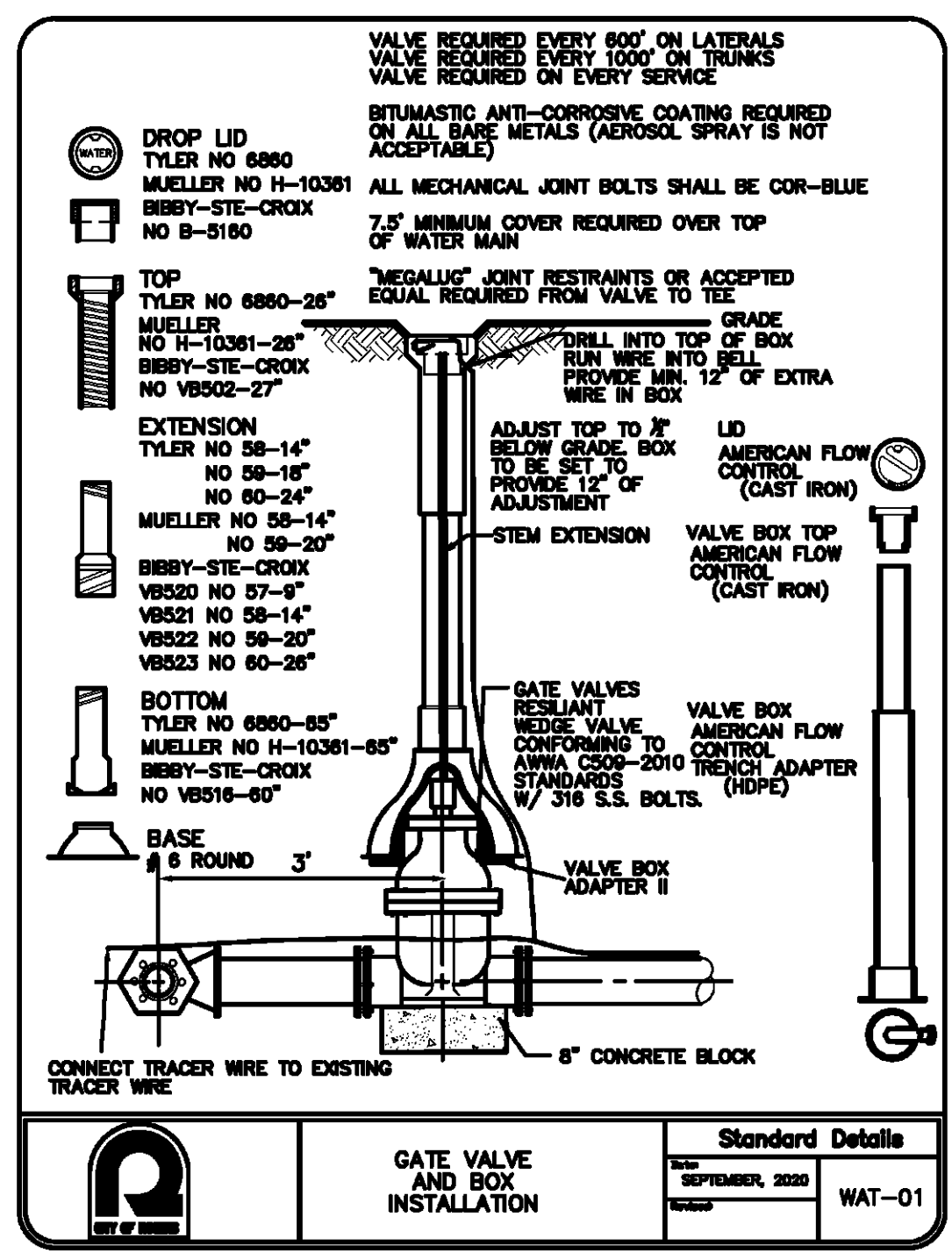
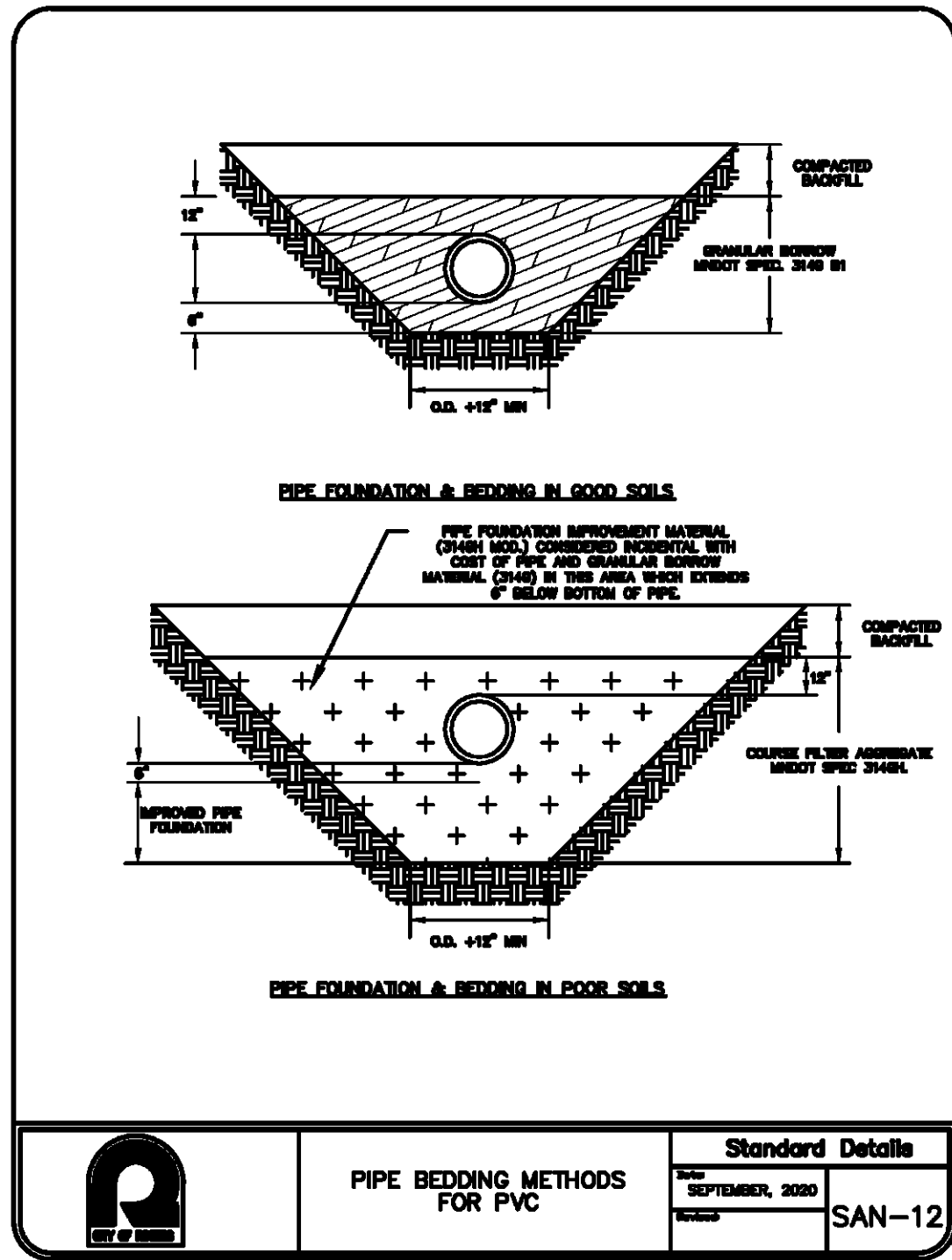
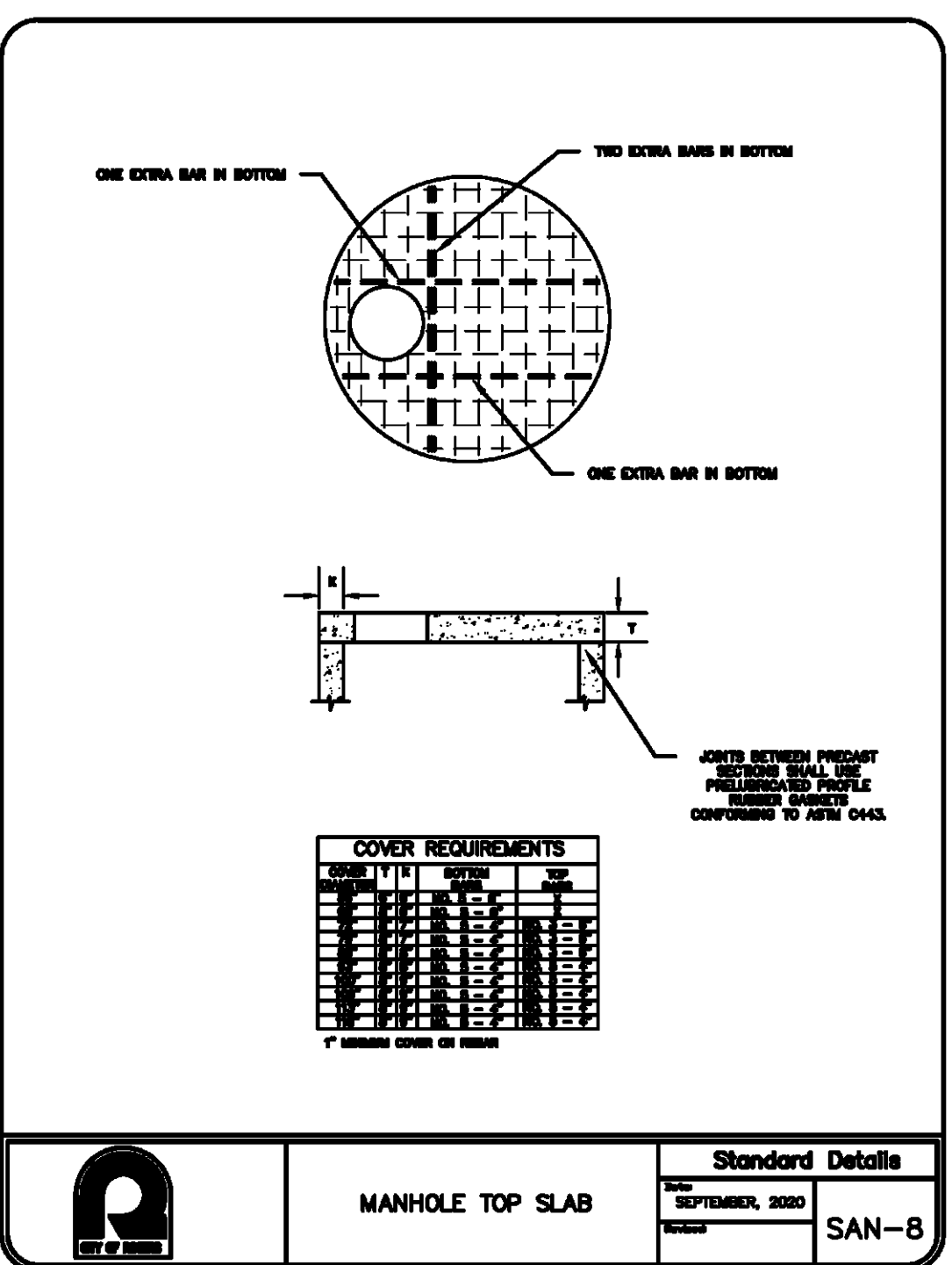
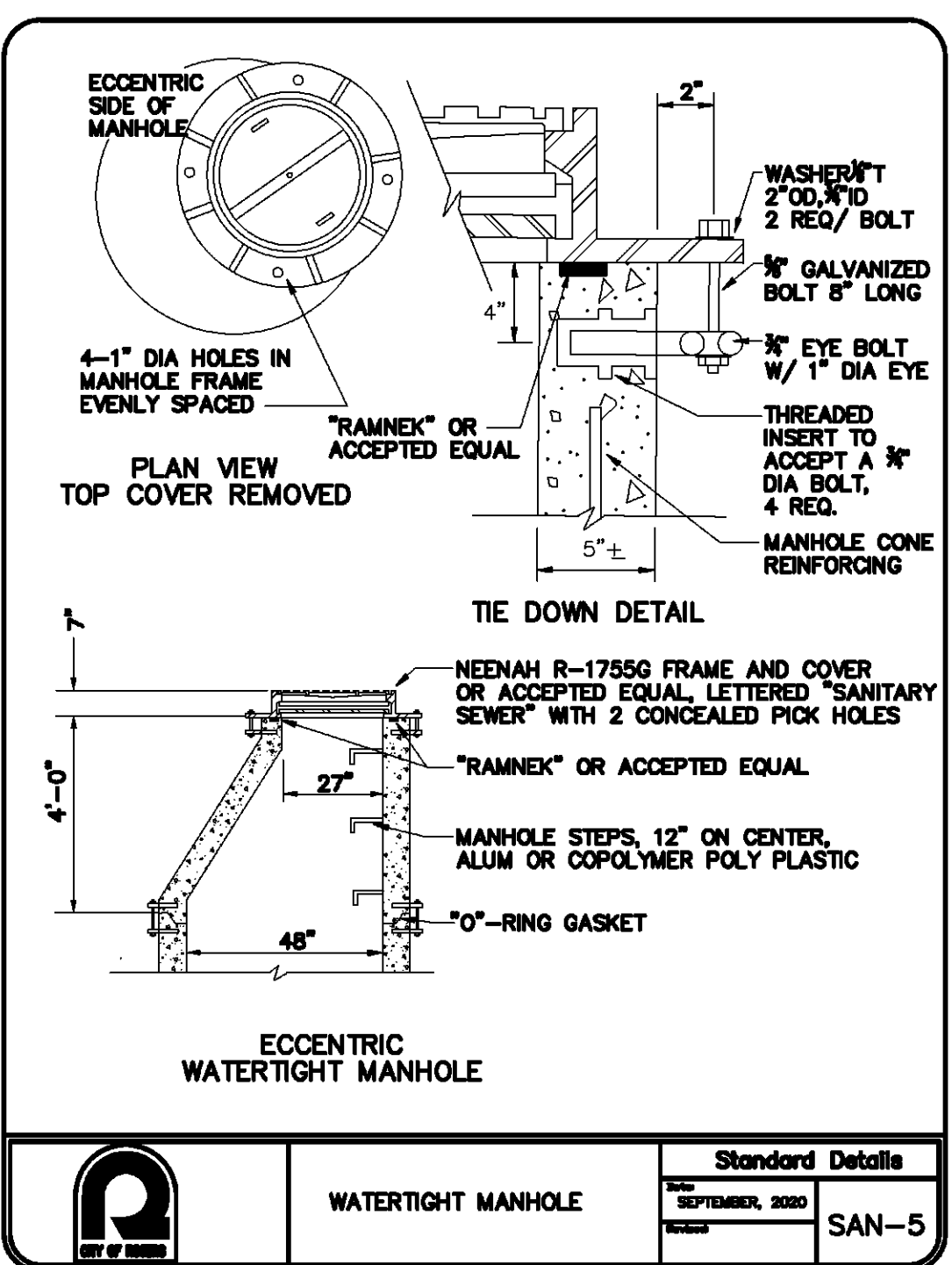
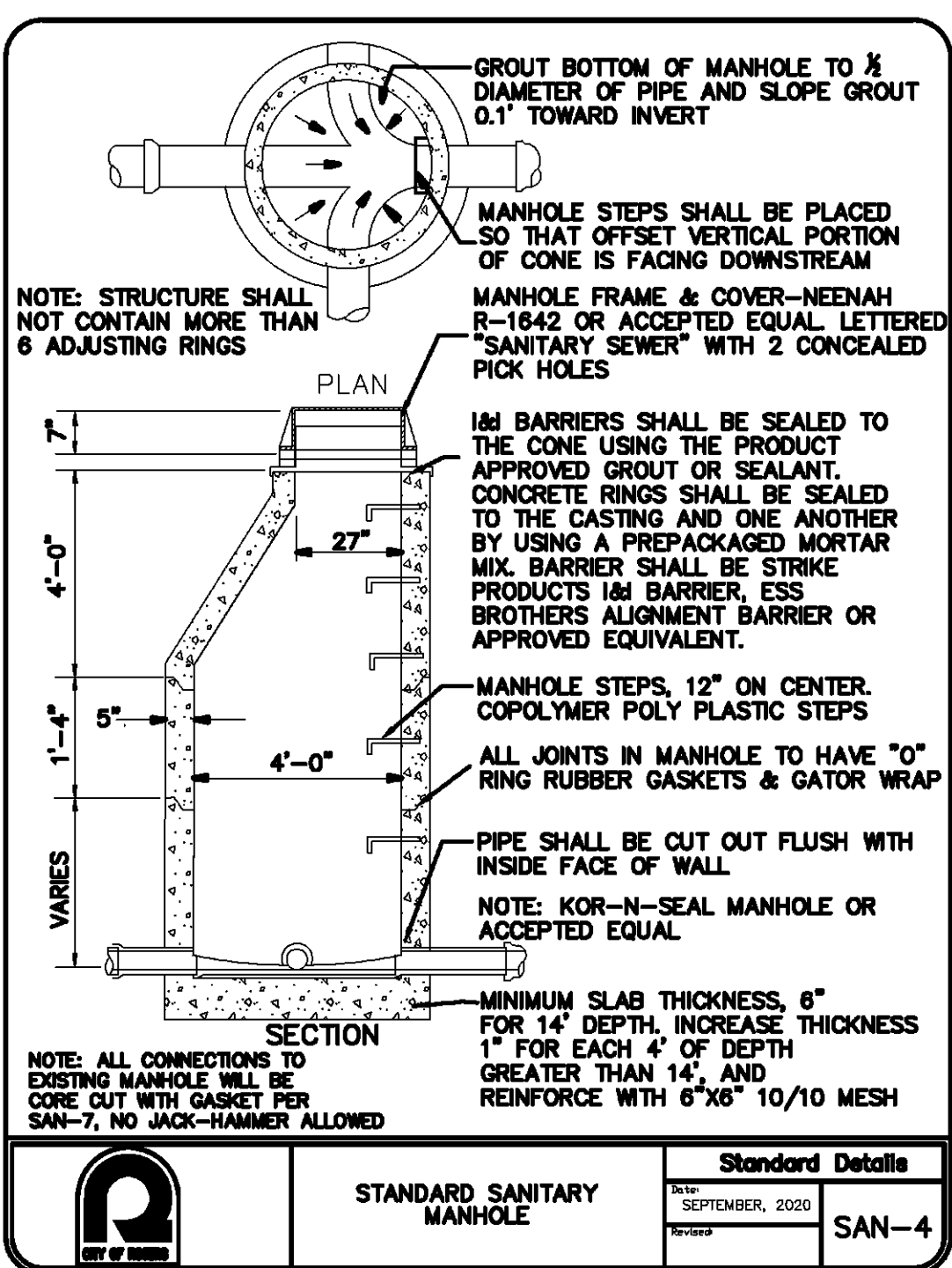
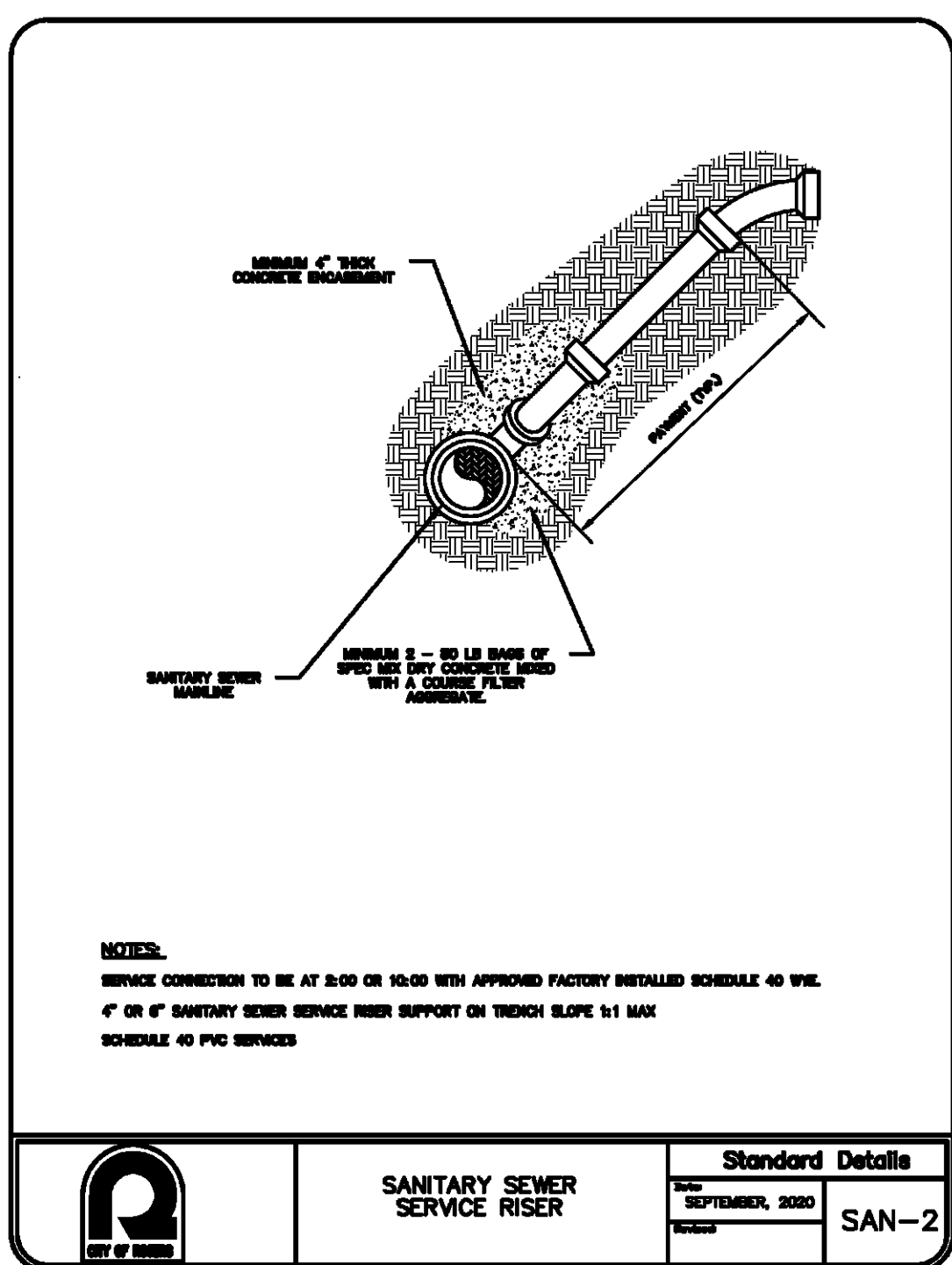
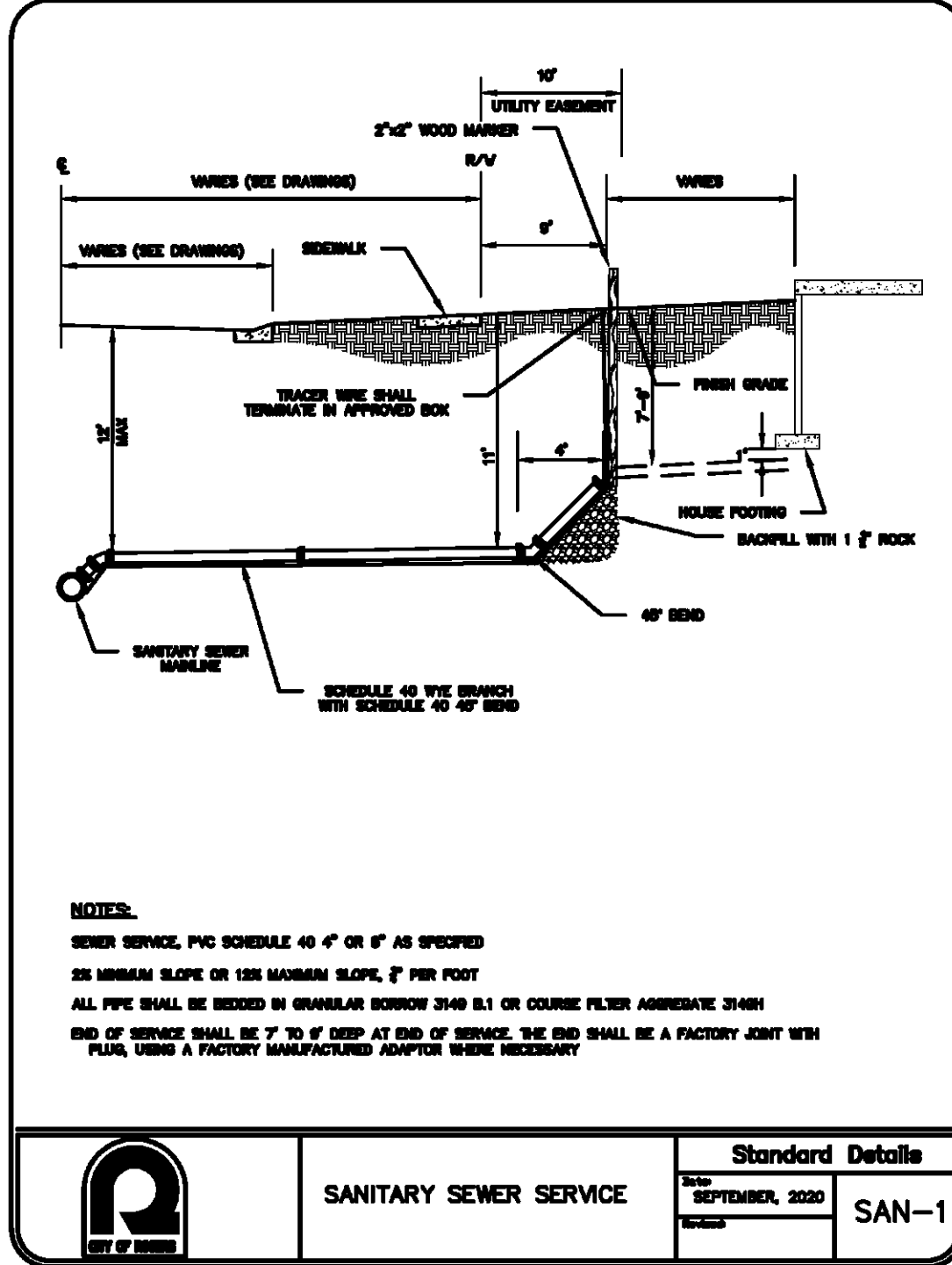
Revisions:
1.

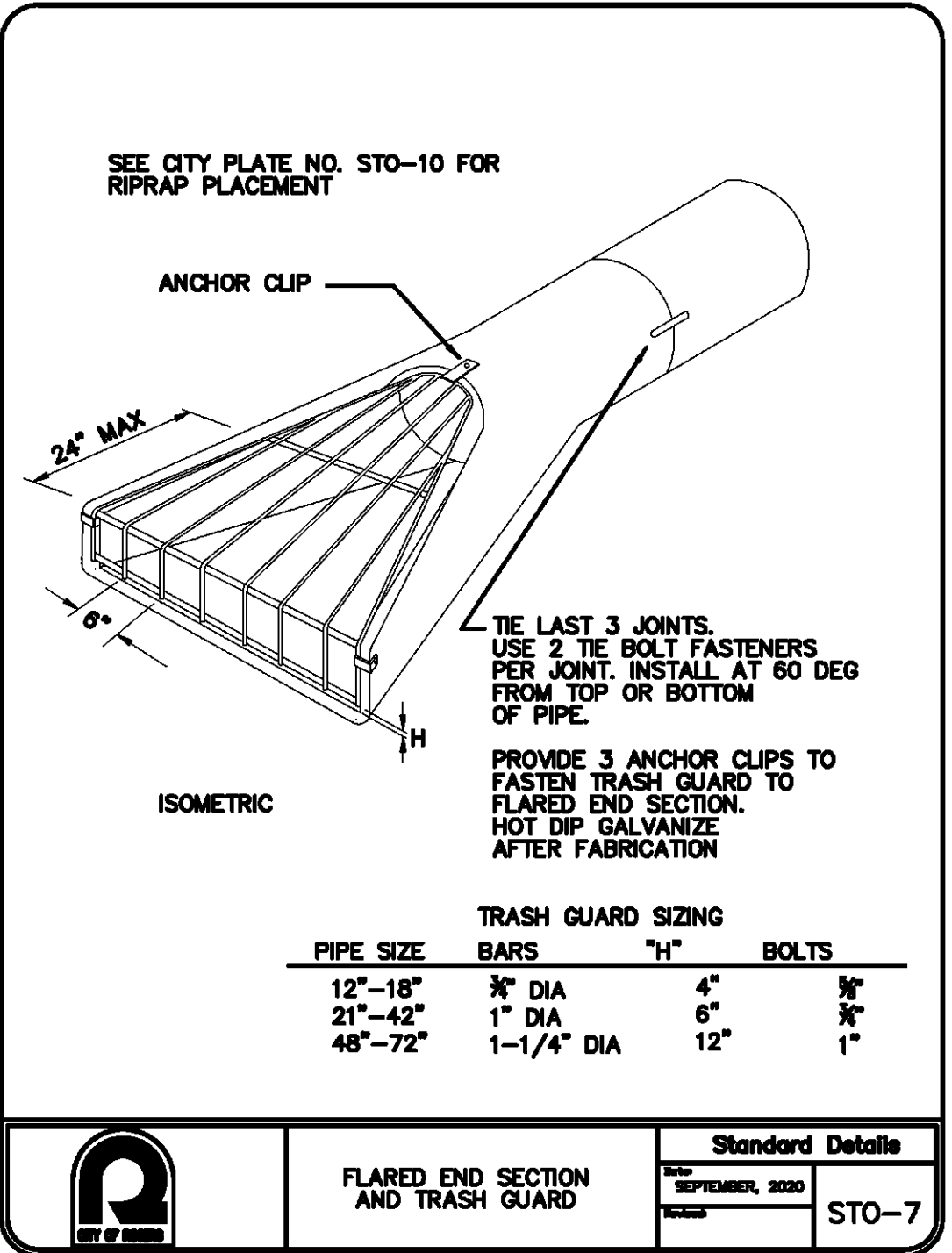
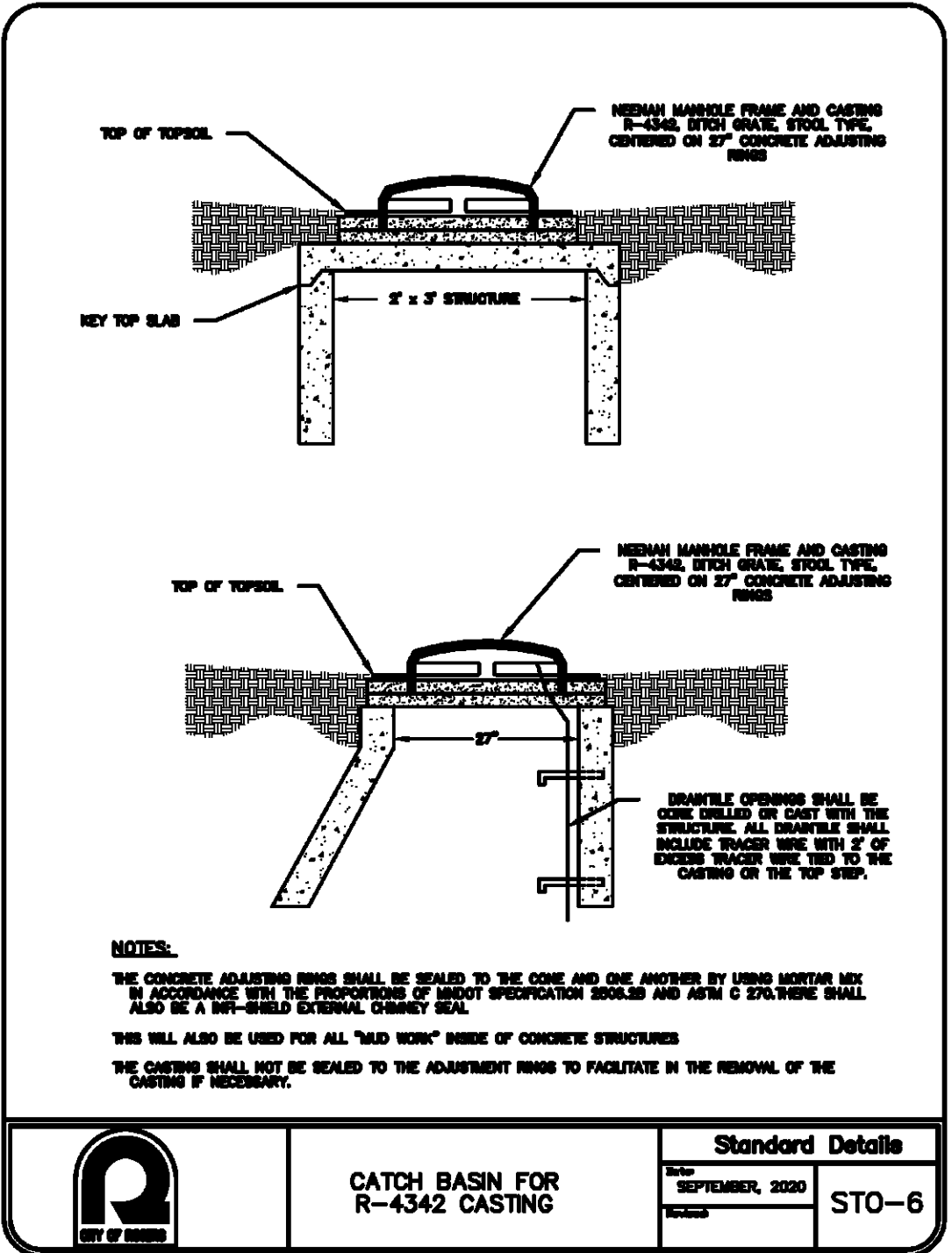
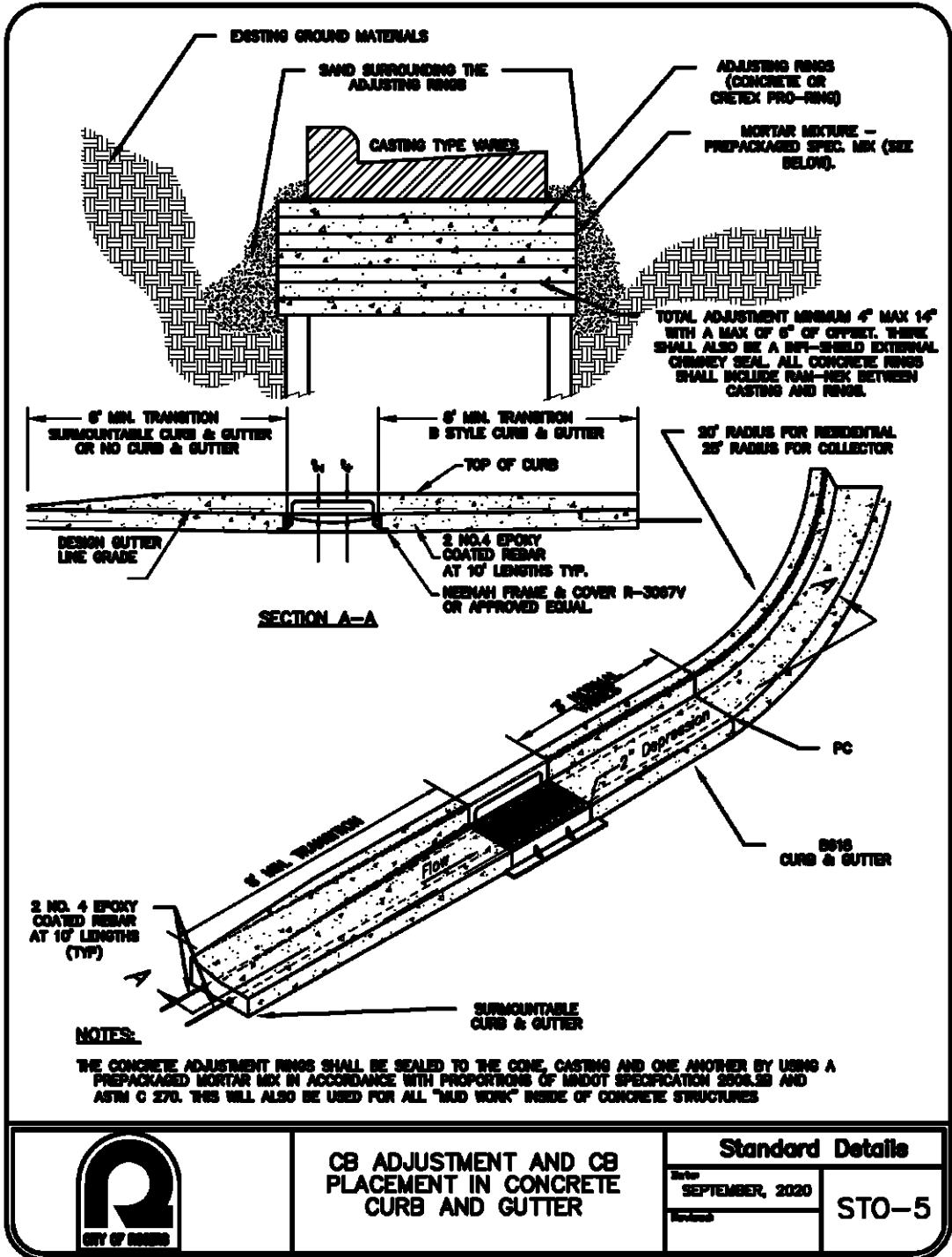
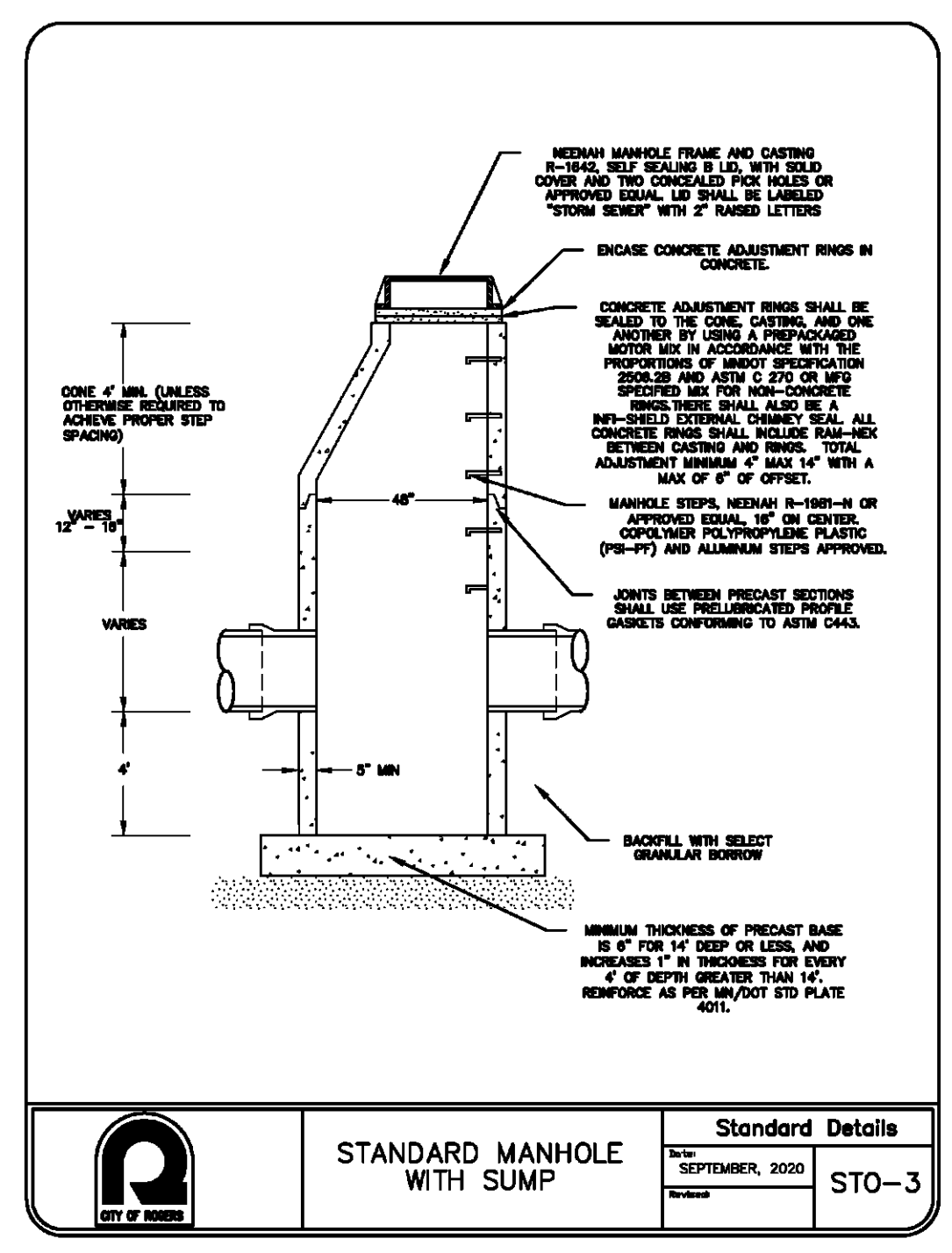
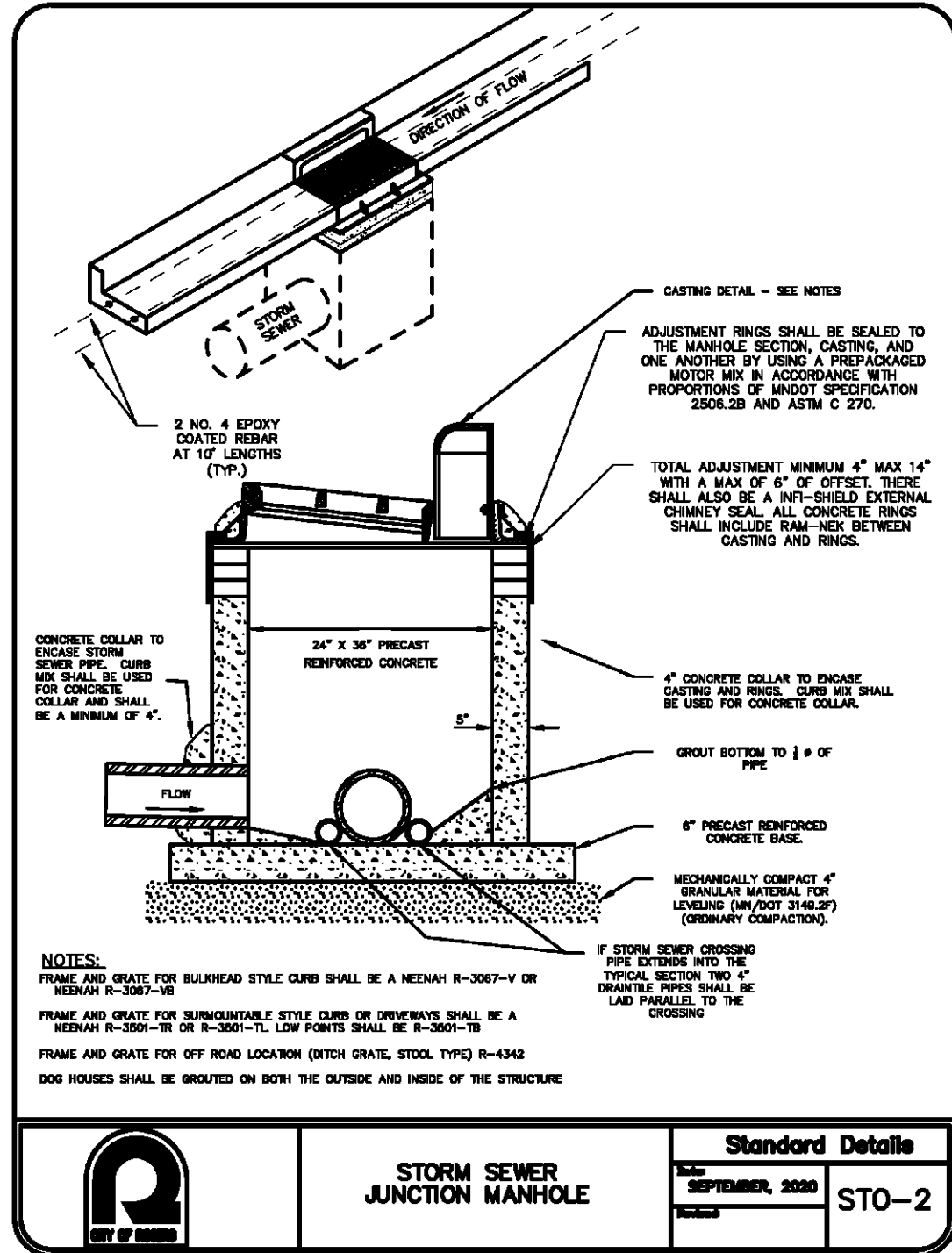
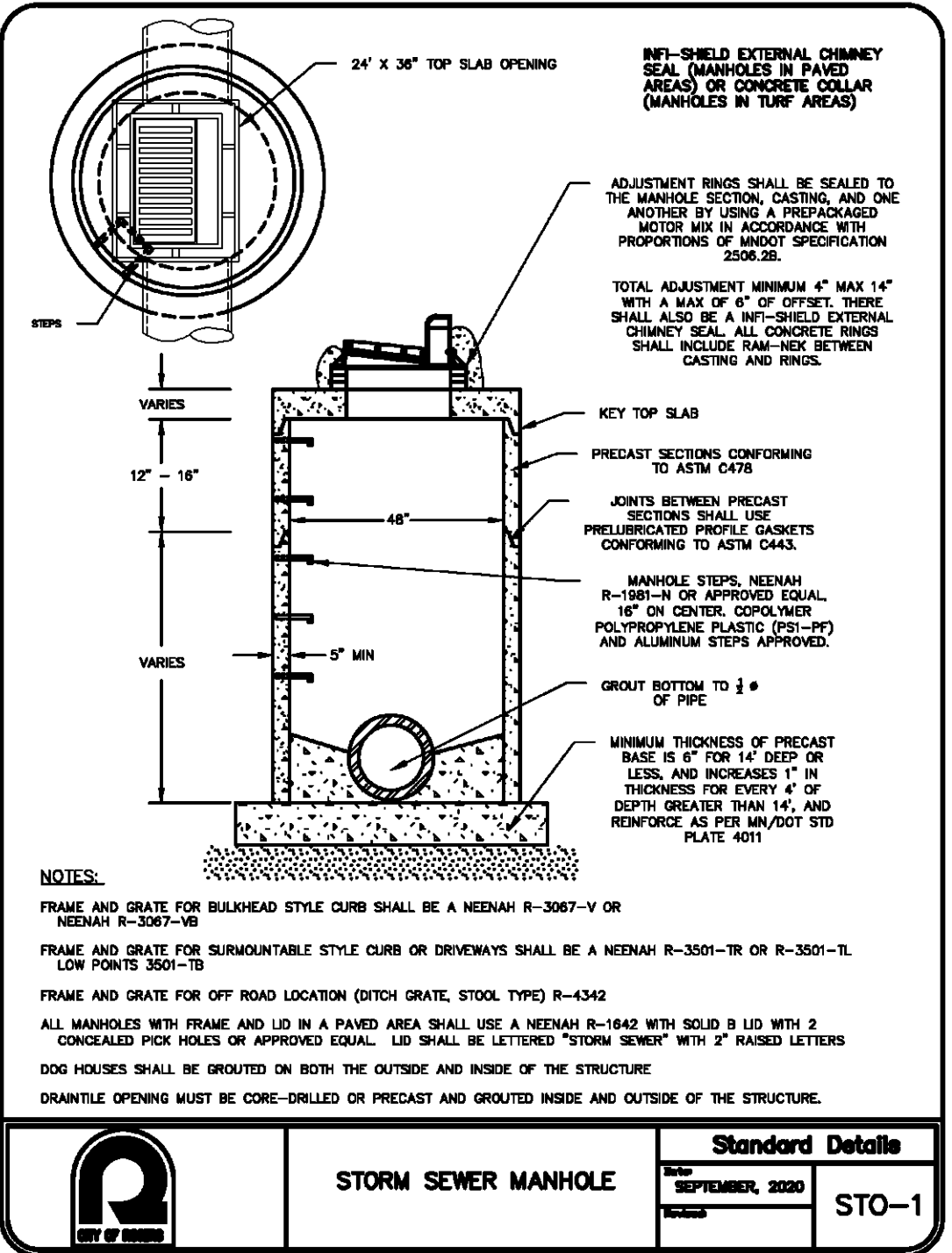
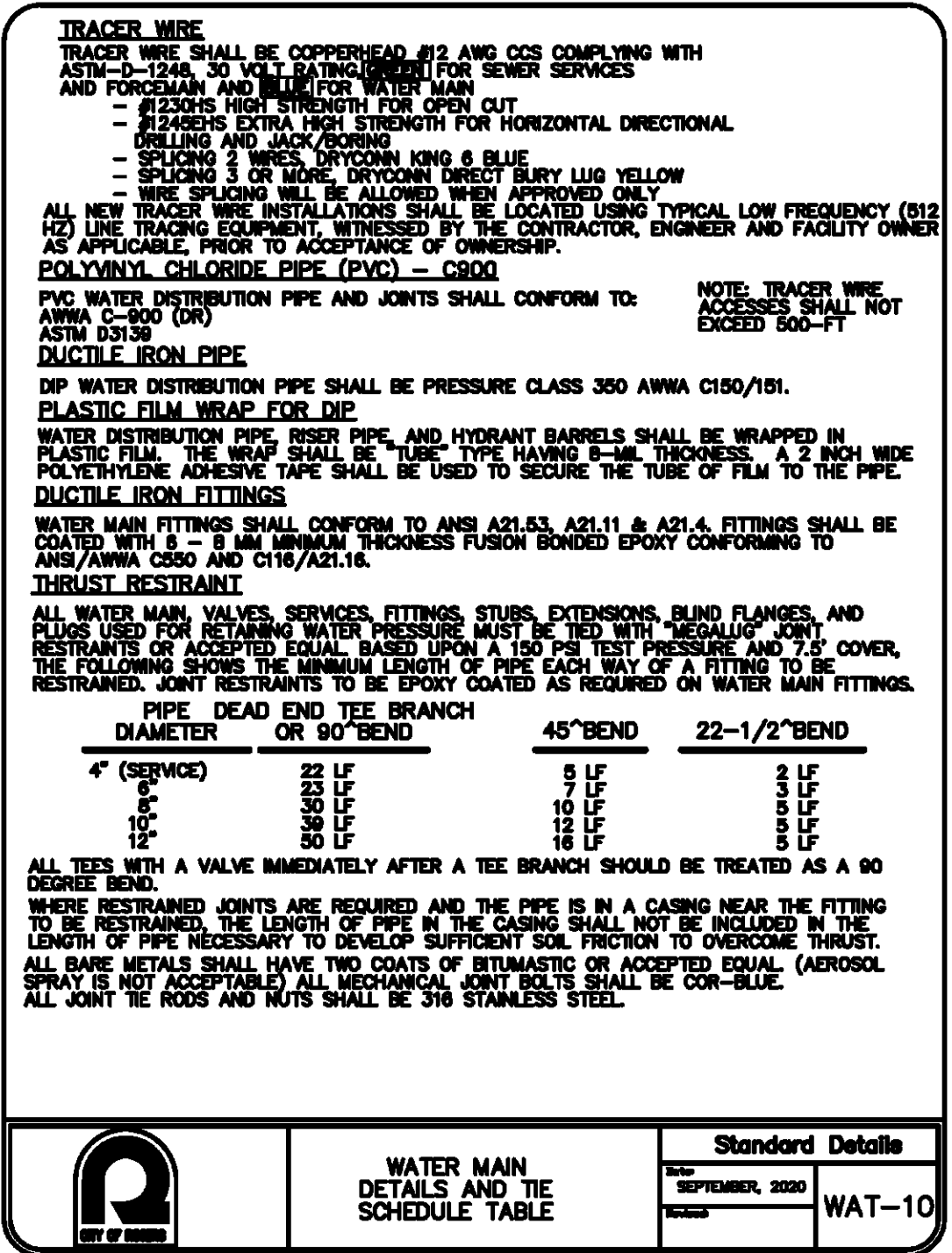
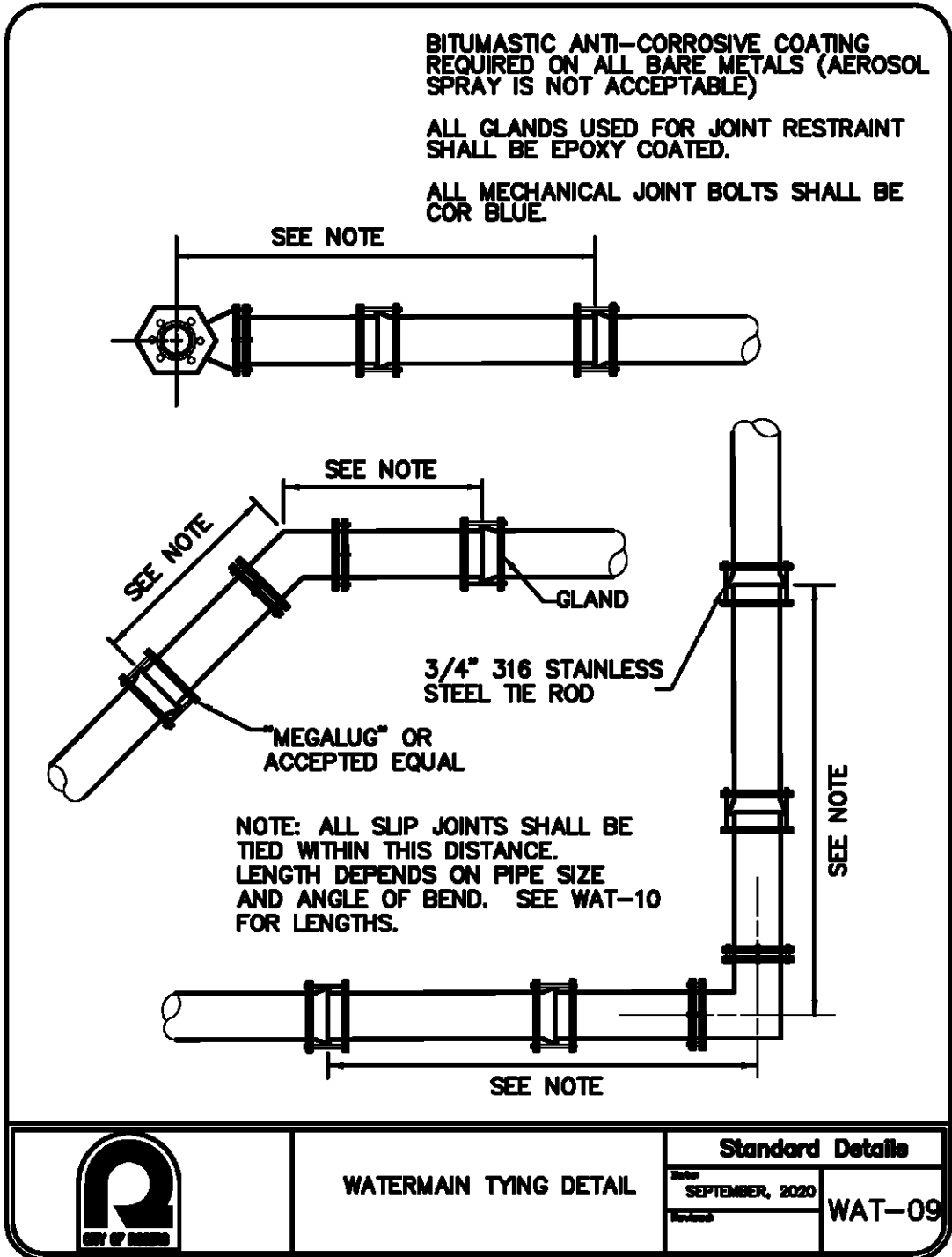
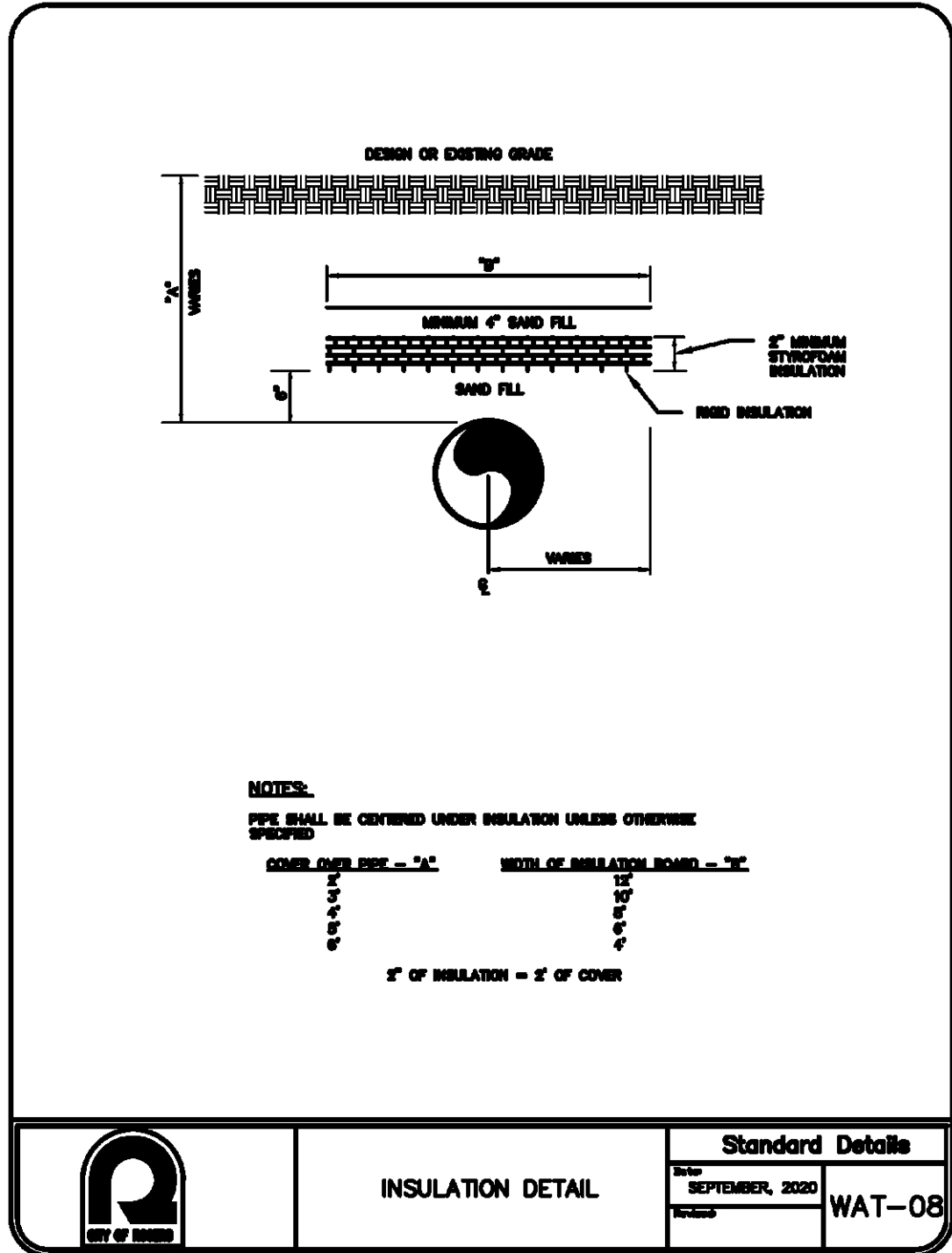
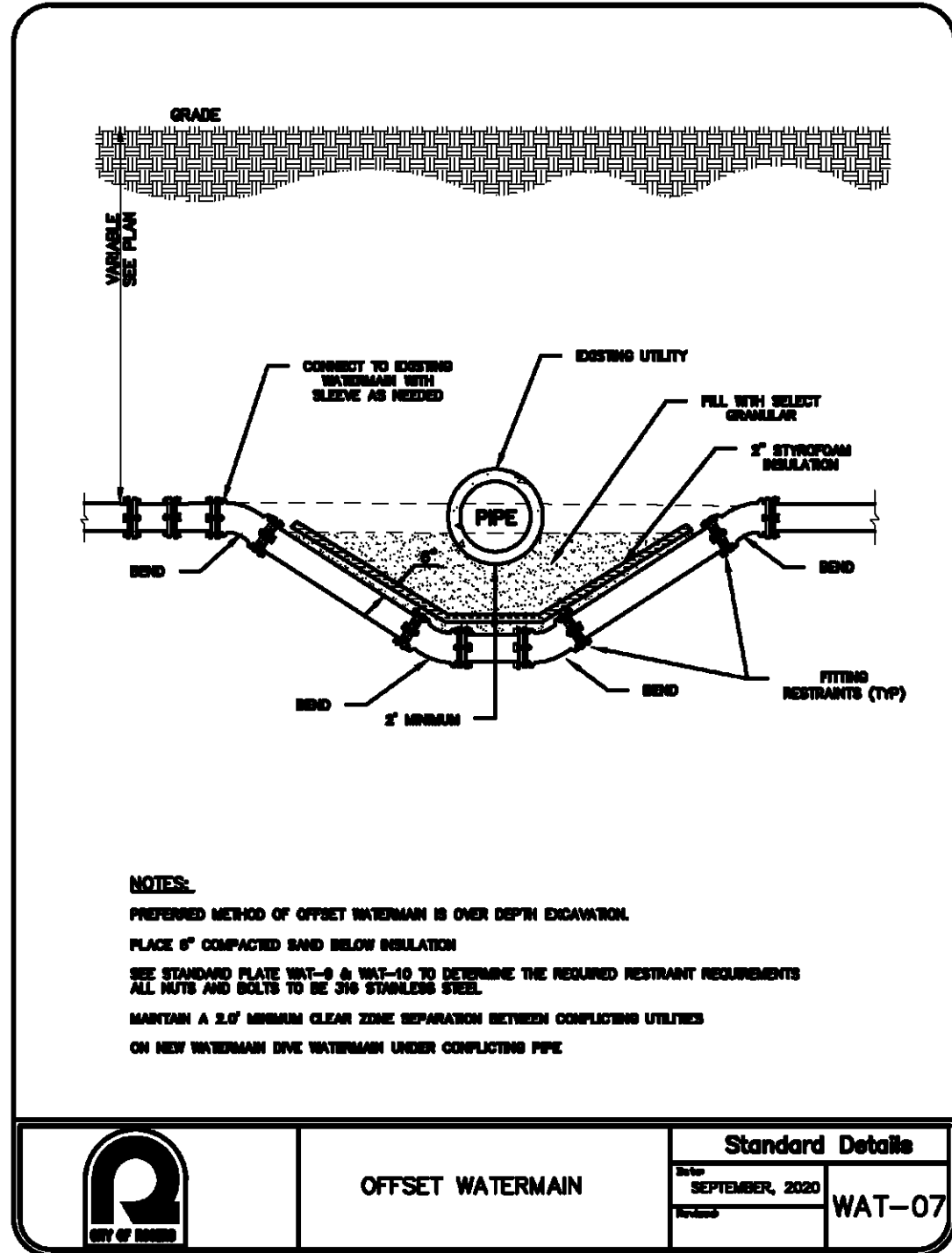
M/I HOMES OF MINNEAPOLIS
5354 Parkdale Drive, #100
St. Louis Park, MN 55416

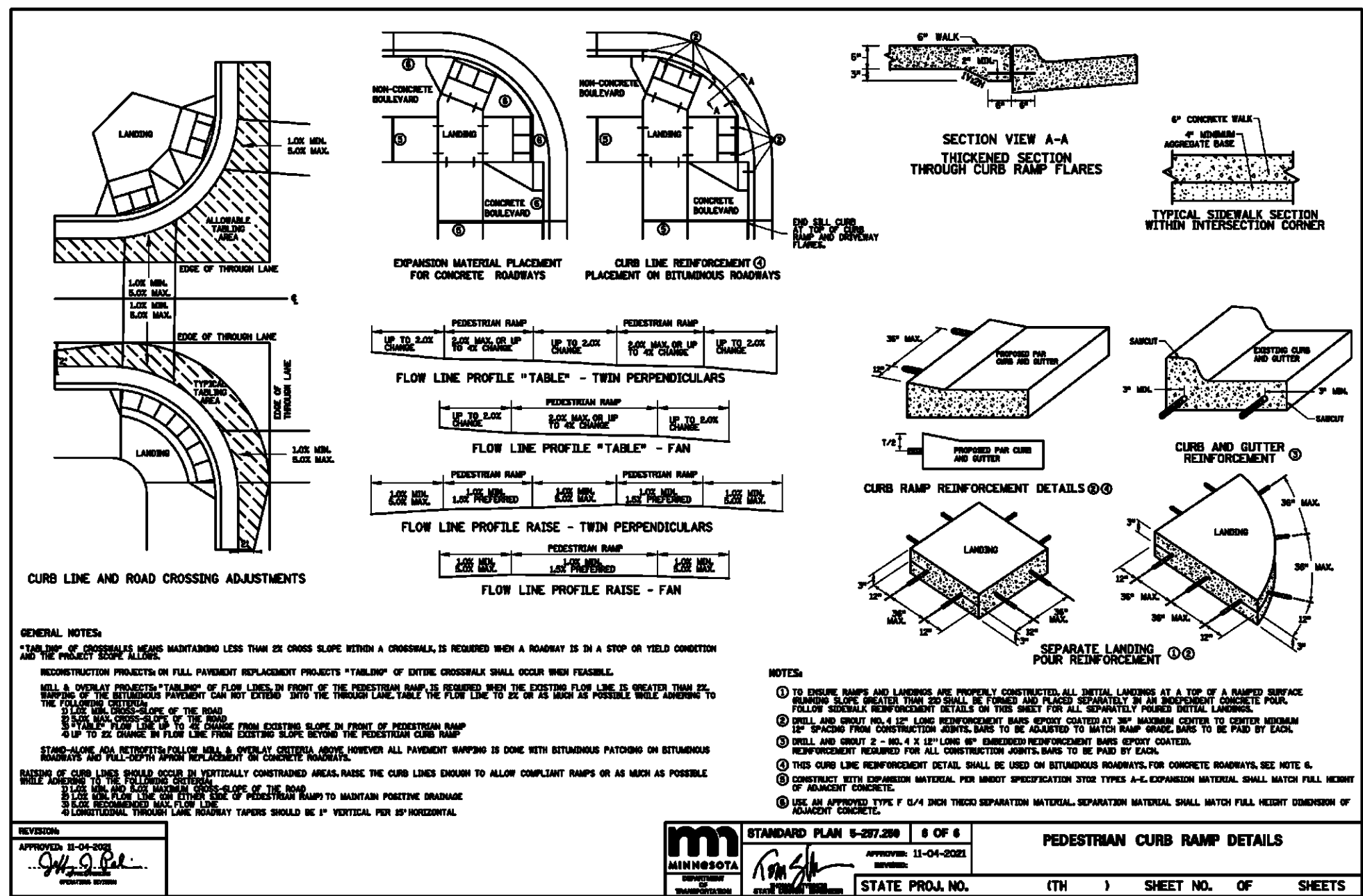
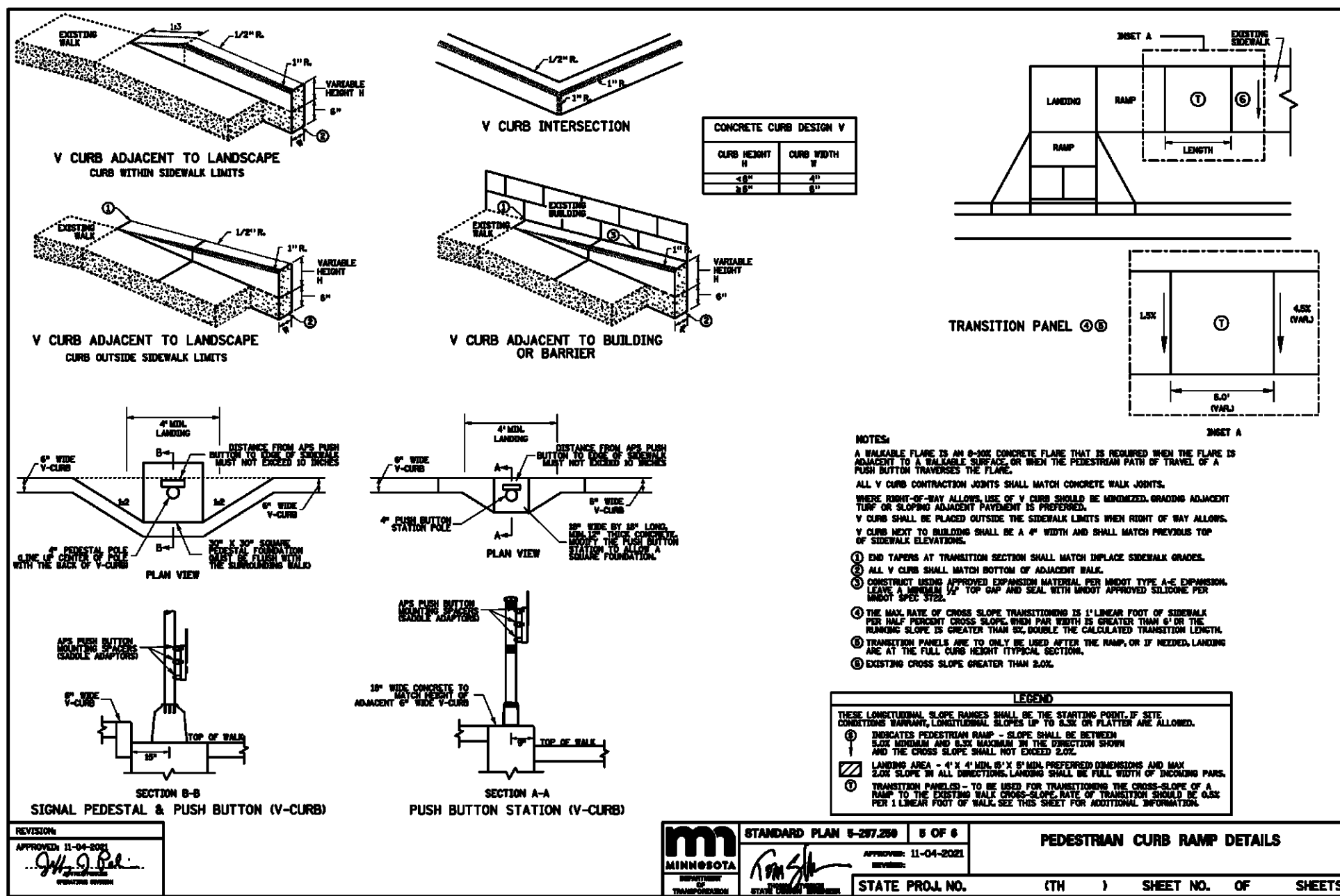
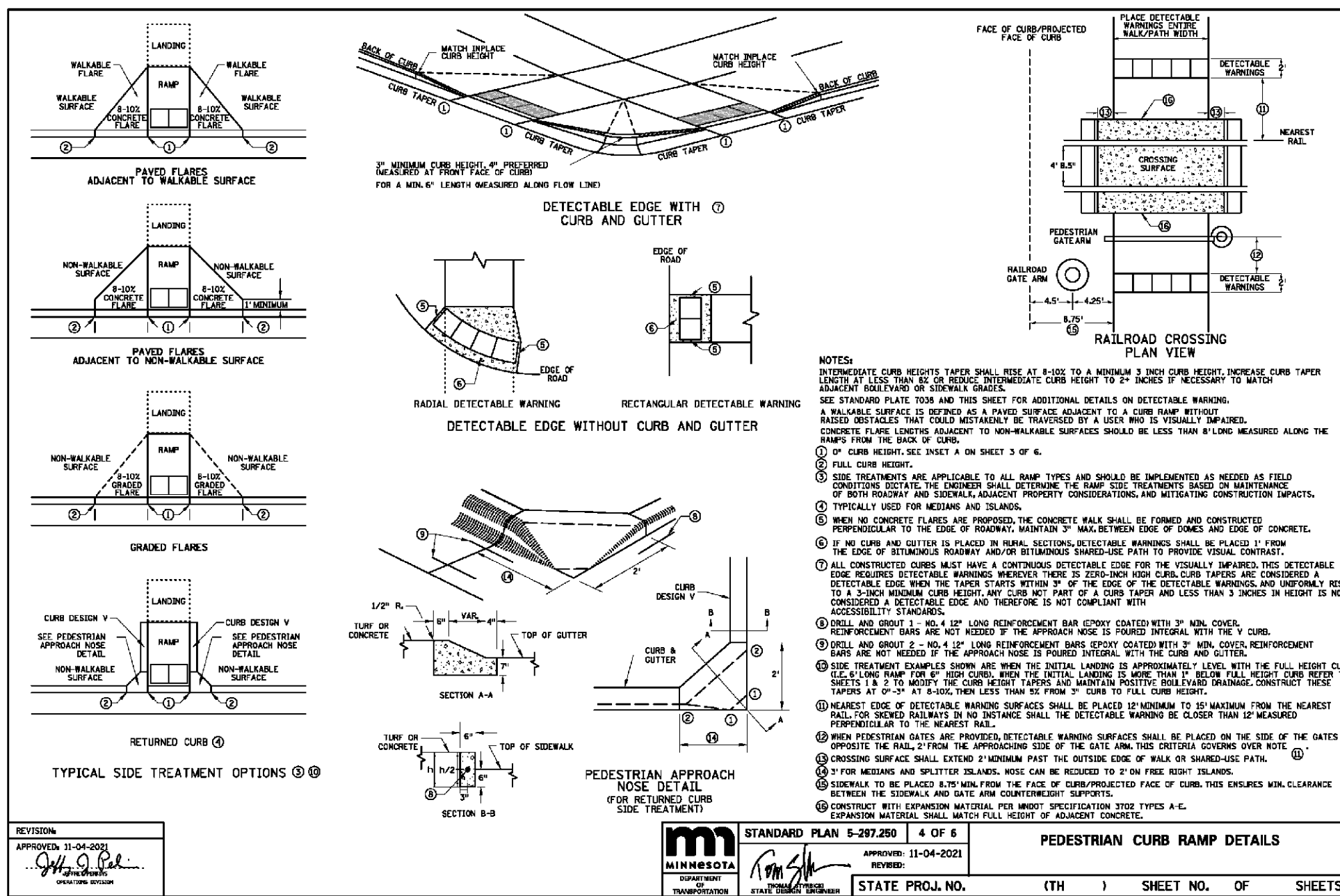
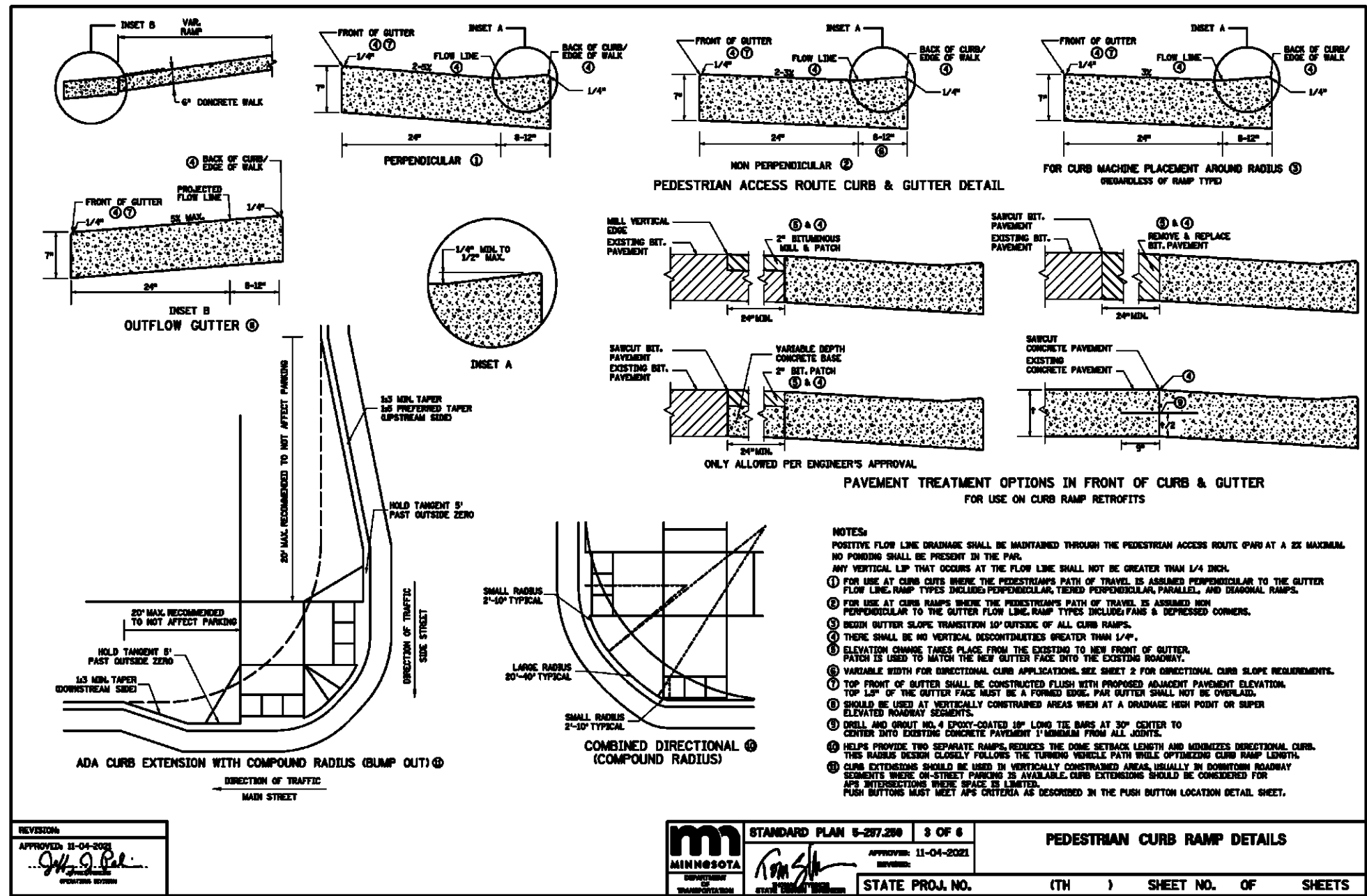
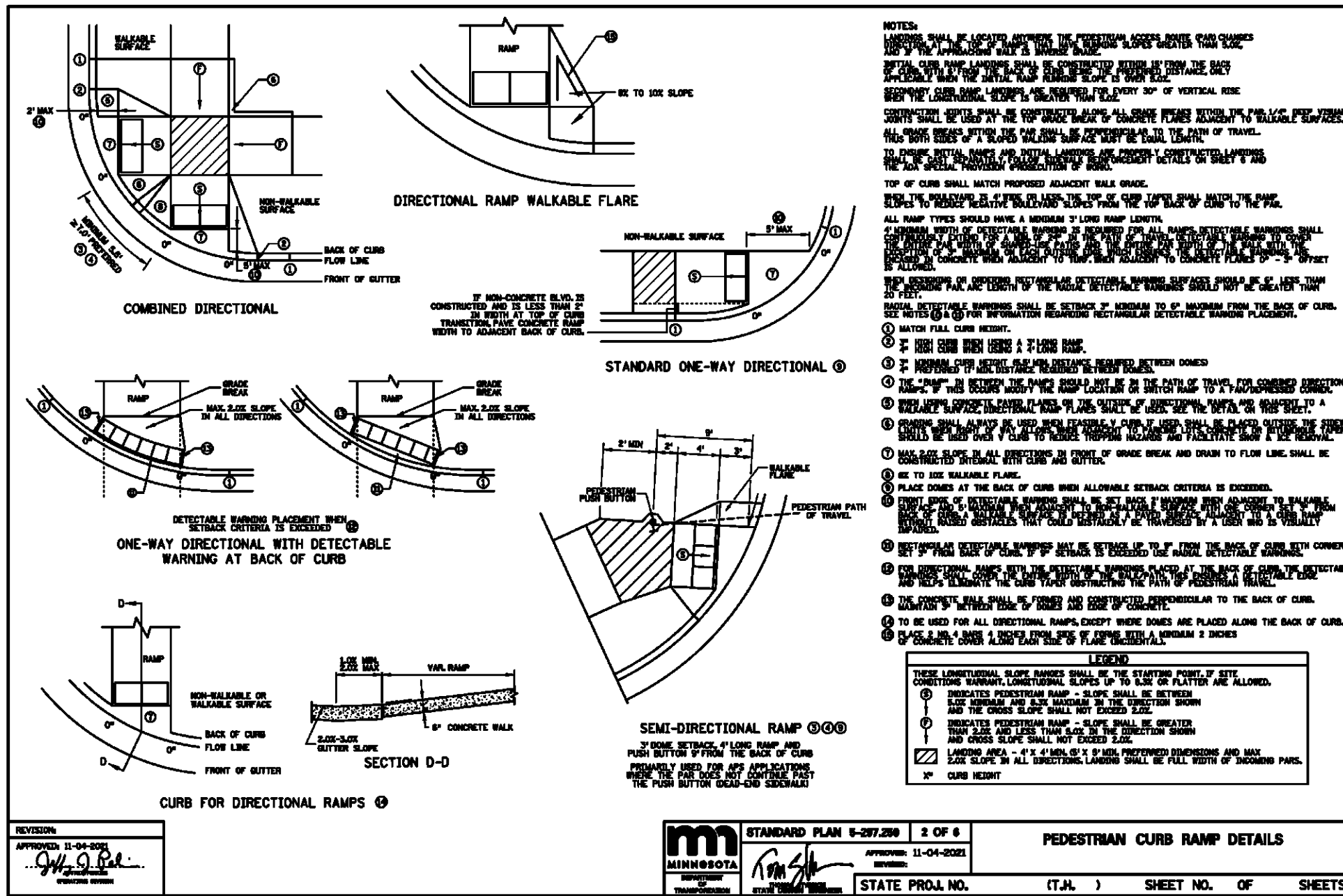
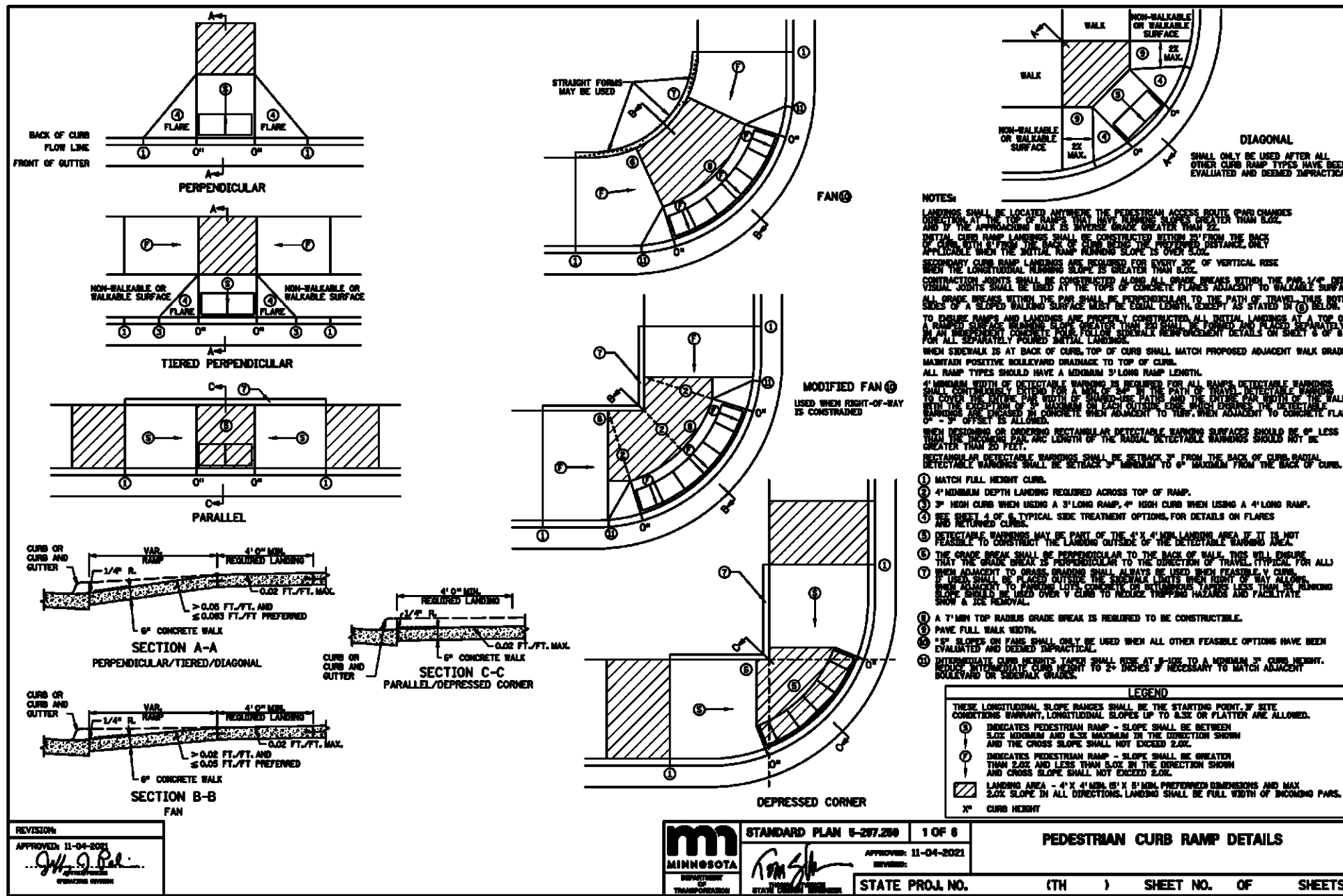
TOWNS AT FOX CREEK 3RD ADDITION
Rogers, Minnesota

STREET CONSTRUCTION

6 of 11

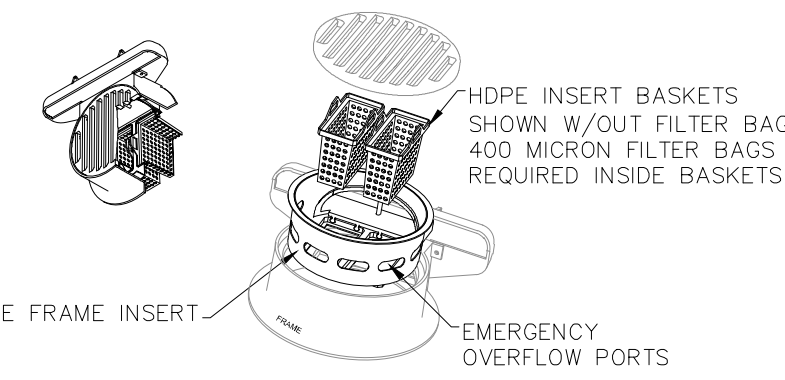






INFRASAFE – 27" DEBRIS COLLECTION DEVICE

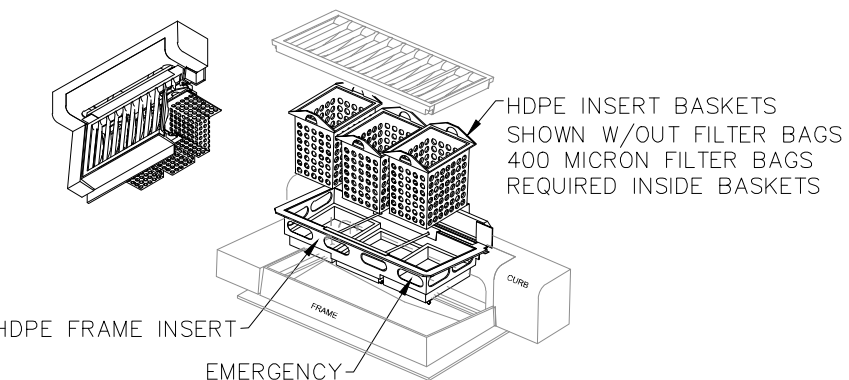
AS MANUFACTURED BY ROYAL ENVIRONMENTAL SERVICES



- MEETS MN/DOT SPECIFICATION 3891.F
- "STORM DRAIN INLET PROTECTION – FILTER BAG INSERT"
- DESIGNED FOR NEENAH R-3250-A OR R-3250-1 (MNDOT 801) FRAME CASTING

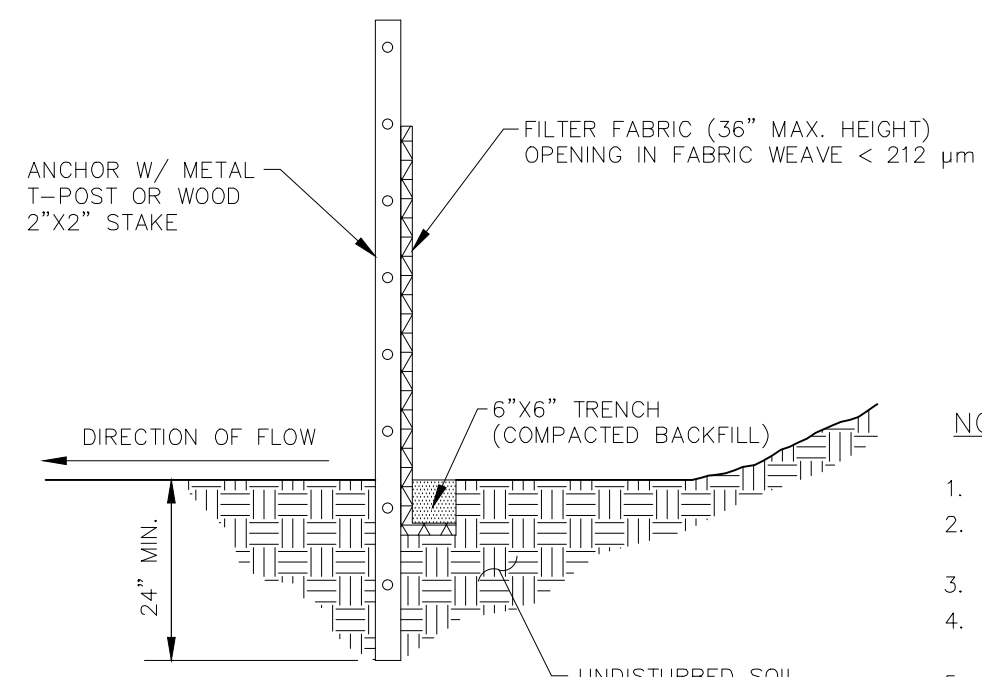
INFRASAFE – 2'x3' DEBRIS COLLECTION BUILDING DEVICE

AS MANUFACTURED BY ROYAL ENVIRONMENTAL SYSTEMS



- MEETS MN/DOT SPECIFICATION 3891.F
- "STORM DRAIN INLET PROTECTION – FILTER BAG INSERT"
- DESIGNED FOR NEENAH R-3067 OR R-3290 SERIES

SILT FENCE



NOTES:

1. DIG A 6"x6" TRENCH ALONG THE INTENDED SILT FENCE LINE.
2. DRIVE ALL ANCHOR POSTS INTO THE GROUND AT THE DOWNHILL SIDE OF THE TRENCH.
3. POSTS SHALL BE SPACED A MAXIMUM OF 6 FEET APART.
4. LAY OUT SILT FENCE ALONG THE UPHILL SIDE OF THE ANCHOR POSTS AND BACK FILL 6"x6" TRENCH.
5. SECURELY ATTACH SILT FENCE TO ANCHOR POSTS W/ MINIMUM OF THREE ATTACHMENTS PER POST.
6. SEE MNDOT SPECIFICATIONS 2573 & 3886.

CARLSON MCCAIN
ENGINEERING
SURVEYING
ENVIRONMENTAL

3890 PHEASANT RIDGE DR NE
SUITE 100
BLAINE, MN 55449
TEL 763.489.7900
FAX 763.489.7959
CARLSONMCCAIN.COM

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

Print Name: Brian J. Krystofski, P.E.
Signature: *Brian J. Krystofski*
Date: 10/9/24 License #: 25063

Drawn: CRM
Designed: BJK
Date: 10/9/24

Revisions:
1.

M/I HOMES OF MINNEAPOLIS
5354 Parkdale Drive, #100
St. Louis Park, MN 55416

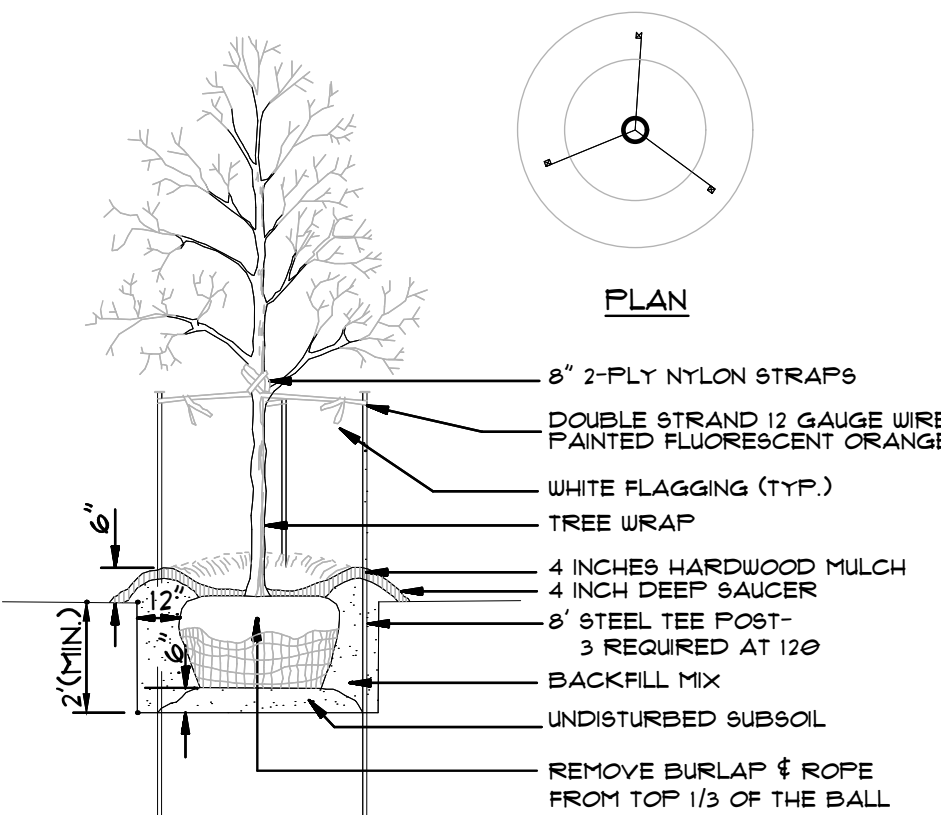
TOWNS AT FOX CREEK 3RD ADDITION
Rogers, Minnesota

DETAIL
11 of 11



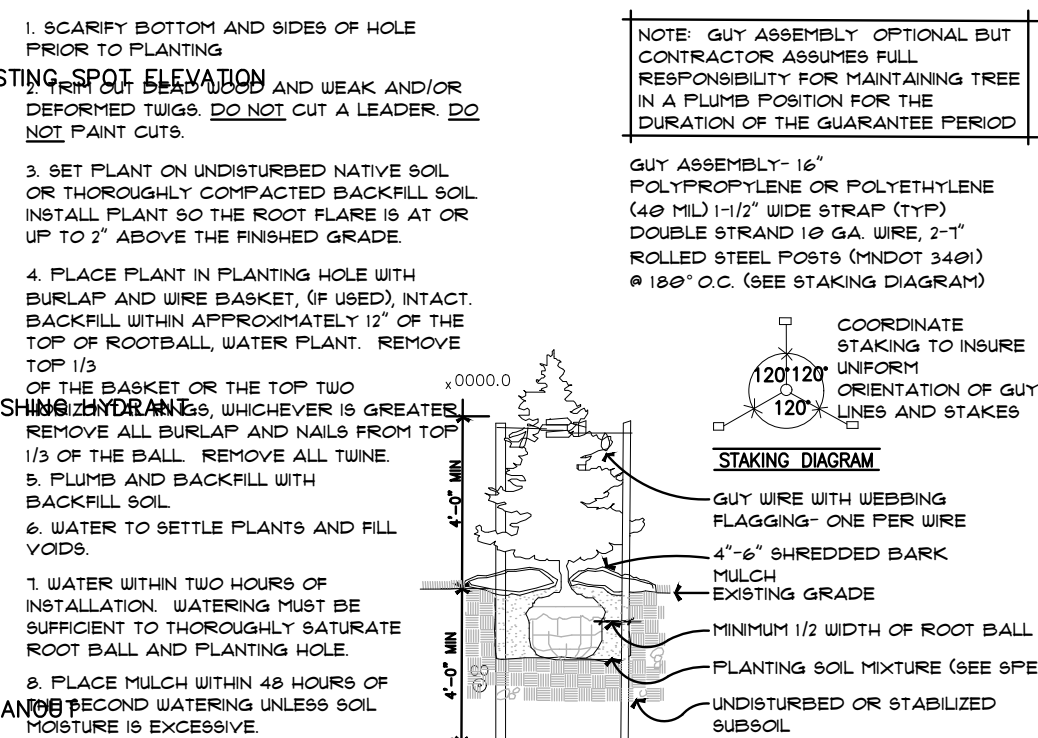
LANDSCAPE PLAN NOTES

- EXISTING CONDITIONS. CONTRACTOR SHALL VERIFY EXISTING CONDITIONS PRIOR TO BIDDING AND CONSTRUCTION START. ANY DISCREPANCIES FOUND THAT AFFECT THE WORK SHALL BE REPORTED TO THE OWNER/LANDSCAPE ARCHITECT FOR CLARIFICATION PRIOR TO BIDDING OR APPROVING ANY ADDITIONAL WORK REQUIRED.
- UTILITY LOCATES. CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND VERIFYING ALL PUBLIC AND PRIVATE UTILITIES, INCLUDING IRRIGATION LINES, AT LEAST 48 HOURS BEFORE EXCAVATING OR IN ACCORDANCE WITH STATE LAW. IN MINNESOTA, CALL GOPHER STATE ONE-CALL AT 651-454-0002 FOR FIELD LOCATION OF PUBLIC UNDERGROUND UTILITY LINES. ALL LOCATES AND ITEMS NOTED AS 'FIELD VERIFY' ON THE PLANS SHALL BE VERIFIED BY THE CONTRACTOR AT THEIR EXPENSE.
- PERMITS. CONTRACTOR SHALL VERIFY WITH THE OWNER/LANDSCAPE ARCHITECT THAT THE REQUIRED PERMITS HAVE BEEN OBTAINED PRIOR TO CONSTRUCTION START. CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH ALL APPLICABLE CODES, REGULATIONS, AND PERMITS GOVERNING THE WORK.
- EXISTING ITEMS TO REMAIN. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING PAVEMENT, STRUCTURES, UTILITIES, TREES, SITE AMENITIES, ETC. THAT ARE TO REMAIN FROM DAMAGE DURING CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR CORRECTING ANY DAMAGE (AT CONTRACTOR'S EXPENSE) TO EXISTING ITEMS TO REMAIN.
- CONSTRUCTION STAGING AND ACCESS. CONTRACTOR SHALL VERIFY THE LOCATION FOR CONSTRUCTION STAGING AND SITE ACCESS WITH THE OWNER/LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION START. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING PEDESTRIAN AND VEHICLE ACCESS WITHIN AND ADJACENT TO THE SITE THROUGHOUT THE CONSTRUCTION PERIOD UNLESS OTHERWISE NOTED. LONG-TERM STORAGE OF MATERIALS OR SUPPLIES ON-SITE WILL NOT BE PERMITTED. ALL WASTE AND/OR UNUSED MATERIAL SHALL BE PROMPTLY REMOVED FROM THE SITE.
- SITE REMOVALS. REFER TO CIVIL PLANS FOR GENERAL SITE REMOVALS. ALL ITEMS NOTED TO BE REMOVED SHALL BE COMPLETED BY THE CONTRACTOR AND IMMEDIATELY DISPOSED OF OFF-SITE, IN ACCORDANCE WITH LOCAL REGULATIONS, UNLESS OTHERWISE NOTED. COORDINATE WITH OWNER/LANDSCAPE ARCHITECT FOR ANY ITEMS NOTED AS 'REMOVED BY OTHERS' OR 'REMOVE AND SALVAGE.'
- UTILITY COORDINATION. REFER TO CIVIL PLAN SHEETS FOR INFORMATION RELATED TO PROPOSED UTILITIES. COORDINATE WITH ELECTRICAL CONTRACTORS FOR SITE ELECTRICAL WORK AND SITE LIGHTING.
- CONSTRUCTION STAKING. UNLESS OTHERWISE NOTED, CONTRACTOR SHALL BE RESPONSIBLE FOR ESTABLISHING CONTROL POINTS AND ALL CONSTRUCTION FIELD STAKING DURING THE COURSE OF THE PROJECT.
- DIMENSIONS. DIMENSIONS TAKE PRECEDENCE OVER SCALE. DIMENSIONS ARE TO FACE OF CURB, EDGE OF PAVEMENT/WALKWAY, OR OUTSIDE FACE OF BUILDING UNLESS OTHERWISE NOTED.
- PLAN QUANTITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL MATERIAL QUANTITIES PER PLAN. MATERIAL SCHEDULES ARE PROVIDED SOLELY FOR CONTRACTOR'S CONVENIENCE.
- REFERENCE SPECIFICATIONS. THE FOLLOWING SPECIFICATIONS SHALL GOVERN THIS PROJECT ACCORDING TO THE FOLLOWING ORDER:
 - ADDENDA, WITH THOSE OF A LATER DATE HAVING PRECEDENCE OVER THOSE OF AN EARLIER DATE.
 - LANDSCAPE SPECIFICATIONS.
 - PLAN DRAWINGS.
 - PLANT / MATERIAL SCHEDULES.
 - CITY STANDARD SPECIFICATIONS AND DETAILS.
 - MDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION, LATEST EDITION.

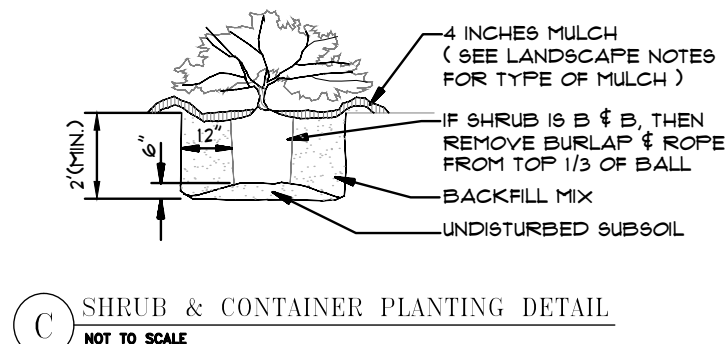


NOTE: SEE PLANTING NOTES FOR THE TYPE OF MULCH MATERIAL TO USE.

DECIDUOUS TREE PLANTING DETAIL



CONIFEROUS TREE PLANTING DETAIL



SHRUB & CONTAINER PLANTING DETAIL

Wetland Buffer

No mowing, yard waste, structures or similar impacts allowed.



Violators subject to enforcement action.

WETLAND BUFFER SIGN
4x8" SIGN TO BE MOUNTED ON CEDAR 4x4x8' POST AT 4' HEIGHT.

1 OVERALL LANDSCAPE PLAN
L1



3890 PHEASANT RIDGE DR NE
SUITE 100
BLAINE, MN 55449
TEL 763.489.7900
FAX 763.489.7959
CARLSONMCCAIN.COM

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

Print Name: Ryan J. Ruttger, RLA
Signature: [Signature]
Date: 10/08/21 License #: 56346

Drawn: RJR
Designed: RJR
Date: 10/08/21

Revisions:
1. 11/22/21 - Revise landscape per City Comments.
2. 01/27/22 - Revise landscape per Watershed Comments.
3. 04/14/23 - Revise building and utility layout per Owner.
4. 10/09/24 - Revise layout (3rd Add.) per Owner.

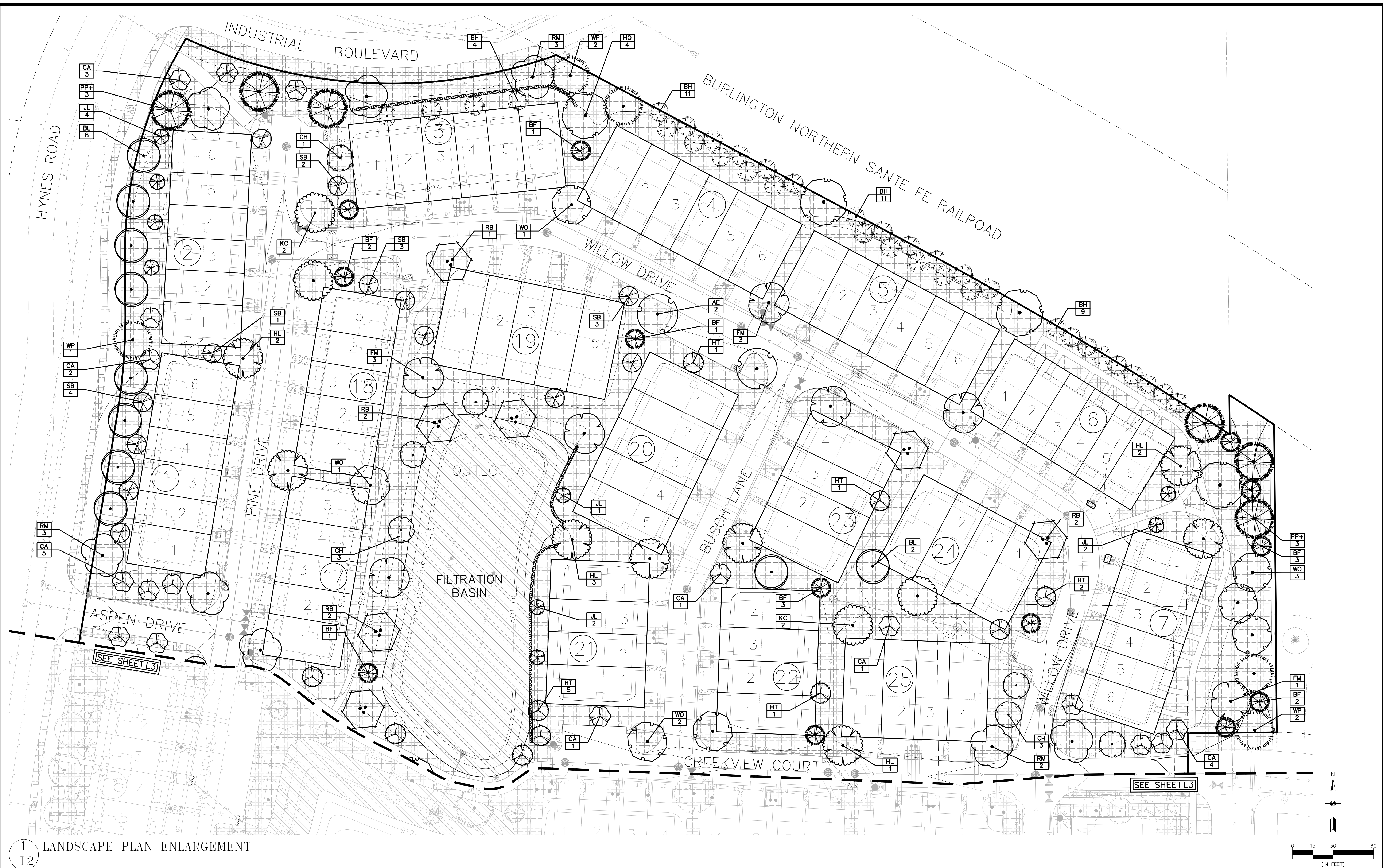
M/I HOMES OF MINNEAPOLIS
5354 Parkdale Drive, #100
St. Louis Park, MN 55416

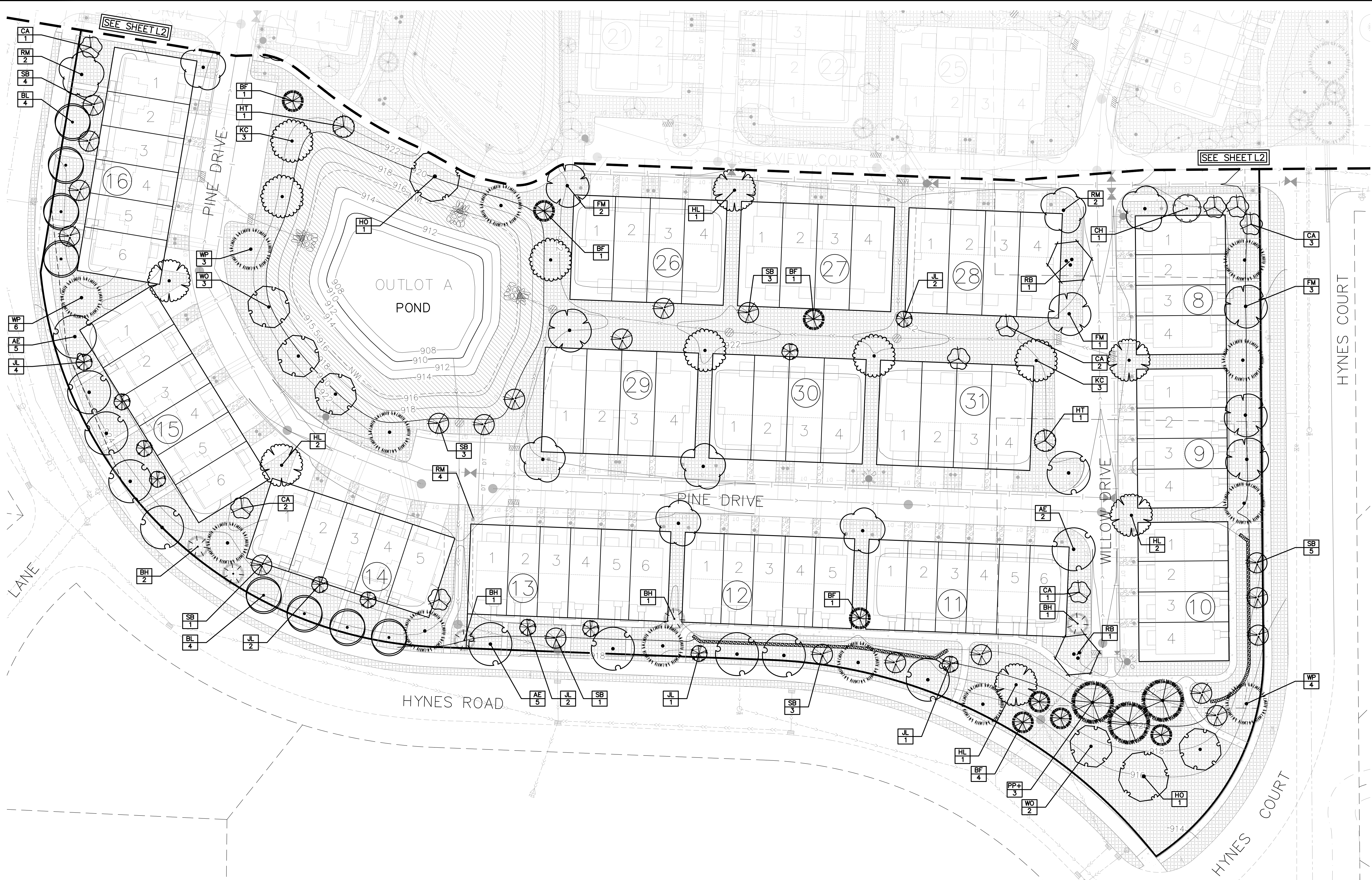
TOWNS AT FOX CREEK
Rogers, Minnesota

PRELIMINARY LANDSCAPE PLAN

L1 of 4







1 LANDSCAPE PLAN ENLARGEMENT
L3



3890 PHEASANT RIDGE DR NE
SUITE 100
BLAINE, MN 55449
TEL 763.489.7900
FAX 763.489.7959
CARLSONMCCAIN.COM

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

Print Name: Ryan J. Ruttger, RLA
Signature: *[Signature]*
Date: 10/08/21 License #: 56346

Drawn: RJR
Designed: RJR
Date: 10/08/21

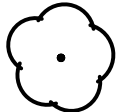
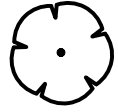
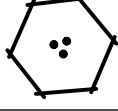
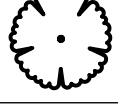
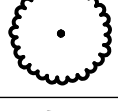
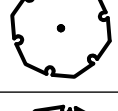
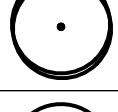
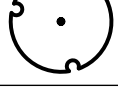
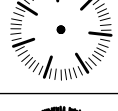
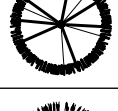
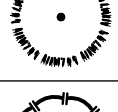
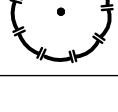
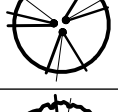
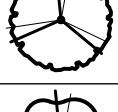
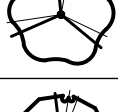
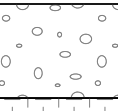
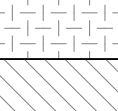
Revisions:
1. 11/22/21 - Revise landscape per City Comments.
2. 01/27/22 - Revise landscape per Watershed Comments.
3. 04/14/23 - Revise building and utility layout per Owner.
4. 10/09/24 - Revise layout (3rd Add.) per Owner.

M/I HOMES OF MINNEAPOLIS
5354 Parkdale Drive, #100
St. Louis Park, MN 55416

TOWNS AT FOX CREEK
Rogers, Minnesota

PRELIMINARY LANDSCAPE PLAN

L3
of
4

PLANT SCHEDULE						
SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER
TREES						
	RM	16	Acer rubrum `Northwood`	Northwoods Red Maple	2.5" Cal.	B&B
	FM	13	Acer x freemanii `Sienna`	Sienna Glen Maple	2.5" Cal.	B&B
	RB	9	Betula nigra Clump Form, 2.5" Cal Equivalent	River Birch Multi-Trunk	10' Ht.	B&B
	HL	14	Gleditsia triacanthos inermis `Harve`	Northern Acclaim Thornless Honey Locust	2.5" Cal.	B&B
	KC	10	Gymnocladus dioica `Espresso`	Kentucky Coffeetree	2.5" Cal.	B&B
	WO	12	Quercus bicolor	Swamp White Oak	2.5" Cal.	B&B
	HO	6	Quercus x macdanielii `Clemons` TM	Heritage Oak	2.5" Cal.	B&B
	BL	18	Tilia americana `Boulevard`	Boulevard Linden	2.5" Cal.	B&B
	AE	14	Ulmus americana `Princeton`	American Elm	2.5" Cal.	B&B
CONIFEROUS TREES						
	BF	21	Abies balsamea	Balsam Fir	6' Ht.	B&B
	BH	40	Picea glauca densata	Black Hills Spruce	6' Ht.	B&B
	PP+	9	Pinus ponderosa	Ponderosa Pine	8' Ht.	B&B
	WP	18	Pinus strobus	White Pine	6' Ht.	B&B
	CH	8	Tsuga canadensis	Canadian Hemlock	6' Ht.	B&B
ORNAMENTAL TREES						
	SB	33	Amelanchier x grandiflora `Autumn Brilliance` Clump Form, 1.5" Cal Equivalent	Autumn Brilliance Serviceberry	7' Ht.	B&B
	HT	12	Crataegus crus-galli `Inermis`	Thornless Hawthorn	1.5" Cal.	B&B
	CA	26	Malus x `Prairifire` Red Flowers	Prairifire Crabapple	1.5" Cal.	B&B
	JL	21	Syringa reticulata `Ivory Silk` White Flowers	Ivory Silk Japanese Tree Lilac	1.5" Cal.	B&B
GROUND COVERS						
	ROCK	5,484 sf	Rock Mulch Non-Woven Geotextile Incidental	1.5" Trap Rock Mulch	4" Depth	
	SOD	227,776 sf	Turf Sod Bluegrass	Kentucky Bluegrass	sod	
	TII	41,977 sf	Type II - Stormwater Seed Mix Refer to notes for acceptable seeding methods. Seeding Rate 50.0 lb/ac	MnDOT Seed Mix 33-261	seed	



STAFF REPORT

ROGERS CITY COUNCIL

Meeting Date: January 14, 2025

Agenda Item: 5.18

Subject: Approval of Position Description Changes for Community Development Director and City Planner

Prepared By: Steve Stahmer, City Administrator

Recommended Council Action

Motion to approve changes to the position descriptions of Community Development Director and City Planner.

Overview / Background / Analysis

As previously discussed with Council in 2024, Administration has actively monitored several senior leadership positions with regard to market pay, internal equity and long-term attraction/retention. We have made changes to some key positions over the past couple of years, and have a few outstanding areas to address.

A key focus of Council over the past several years of inflation and labor shortages has been to monitor and react to ensure that the City does not fall behind market again (as exhibited by extremely limited candidate pools before recent changes), especially at key leadership positions. At this time, Administration recommends modifying two positions within the Community Development Department to align with current market averages and personnel longevity considerations. Those positions are Community Development Director and City Planner. Upon approval, each will be modified by moving up one grade on the City's pay scale (CD Director to Grade 17 and City Planner to Grade 12; 9% difference between each grade on the City scale).

Staff Recommendation

Staff recommends approval of the changes to the position descriptions of Community Development Director and City Planner.

Financial Impact: \$16,000 (combined)

Source Fund: General Fund

Budgeted? Yes

Supporting Documentation

None



STAFF REPORT

Meeting Date: January 14, 2025

ROGERS CITY COUNCIL

Agenda Item: 6.1

Subject: Consider Resolution 2025-05, Approving Vacations of Certain Easements related to the development of Towns at Fox Creek 3rd Addition.

Prepared By: Alec Henderson, City Planner

Recommended Council Action

Motion to approve Resolution 2025-05 vacating certain drainage and utility easements Related to the Towns at Fox Creek Townhome Development.

Overview / Background / Analysis

This item is related to the Towns at Fox Creek Third Addition (approved under the Consent Agenda for this meeting). The area to be platted as existing drainage and utility easements that are unnecessary for the City. Two previous single family lots acquired as part of the Towns at Fox Creek development area are to be platted as townhome and/or common area and these easements are no longer needed.

Previously vacated right of way to be platted as Towns at Fox Creek Third Addition also contains drainage and utility easement that is no longer necessary. Finally, a previously platted outlot in the development contains a small portion of easement that will be replatted with the recording of the Third Addition Plat. All necessary easements required of Towns at Fox Creek Third Addition will be established with the recording the Third Addition Plat.

Vacation requests require a public hearing and majority approval by Resolution. This item contains Resolution approving the vacation, and figures illustrating the areas to be vacated. This hearing was duly published in the paper on December 16th, 2025.

Staff Recommendation

Staff recommends approval of Resolution 2025-05 vacating drainage and utility easements that are no longer necessary related to the development of the Towns at Fox Creek 3rd Addition.

Financial Impact: Not applicable.

Source Fund: Not applicable.

Budgeted? N/A

Supporting Documentation

- A. Resolution No. 2025-05 _DU Easement Vacation_ Towns at Fox Creek 1-14-2025
- B. 9625 _Easement Vacation OL B 2nd Addn
- C. 9625 _Easement Vacation Fox Creek North

D. 9625-DU Esmt VACATION Hynes Rd

**CITY OF ROGERS
RESOLUTION NO. 2025-05**

**A RESOLUTION VACATING CERTAIN DRAINAGE AND UTILITY EASEMENTS
RELATED TO THE TOWNS AT FOX CREEK TOWNHOME DEVELOPMENT
(TOWNS AT FOX CREEK THIRD ADDITION)**

WHEREAS, a public hearing to consider vacating a certain Drainage and Utility Easements (DU) within Towns at Fox Creek was held on January 14th, 2025 at 7:00 p.m. before the Rogers City Council by in person at 21201 Memorial Drive, Rogers, MN, after due published notice had been given by the City Clerk on December 16th, 2024; and,

WHEREAS, the affected owners M/I Homes of Minneapolis/St. Paul and Towns at Fox Creek Townhome Association made a petition to vacate of certain DU; and

WHEREAS, the DU being considered for vacation is legally described in Exhibit A; and,

WHEREAS, the Final Plat of Towns at Fox Creek Third Addition has created the necessary permanent DU over the vacated areas, and easements to be vacated are no longer need; and,

WHEREAS, the City Engineer has determined the to-be-vacated DU no longer serves a public purpose and should be vacated; and,

WHEREAS, there was no objection to vacating the DU, as described herein, and Rogers City Council has found it to be in the public interest to vacate said DU; and,

WHEREAS, fourth-fifths (4/5) of all members of the City Council concur in this Resolution.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROGERS, MINNESOTA, the City hereby declares that the Drainage and Utility easements that is all over the property as legally described in Exhibit A is hereby vacated.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk are hereby authorized to sign all documents necessary to effectuate the intent of this Resolution.

Moved by Councilmember _____, seconded by Councilmember _____

The following voted in favor of said resolution:

The following voted against the same:

The following abstained:

Whereupon said resolution was declared duly passed and adopted, and was signed by the Mayor and attested by the Clerk dated this 14th day of January, 2025.

Shannon Klick, Mayor

ATTEST:

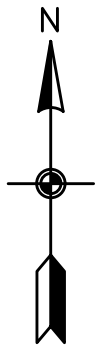
Stacie Brown, City Clerk

EXHIBIT A
LEGAL DESCRIPTION
DRAINAGE AND UTILITY EASEMENTS TO BE VACATED

All of the drainage and utility easements lying over, under, and across Lot 1, Block 2, and Lot 1, Block 3, as created and dedicated in the plat of FOX CREEK NORTH, Hennepin County, Minnesota.

All of the drainage and utility easements lying over, under, and across Outlot B, as created and dedicated in the plat of TOWNS AT FOX CREEK SECOND ADDITION, Hennepin County, Minnesota

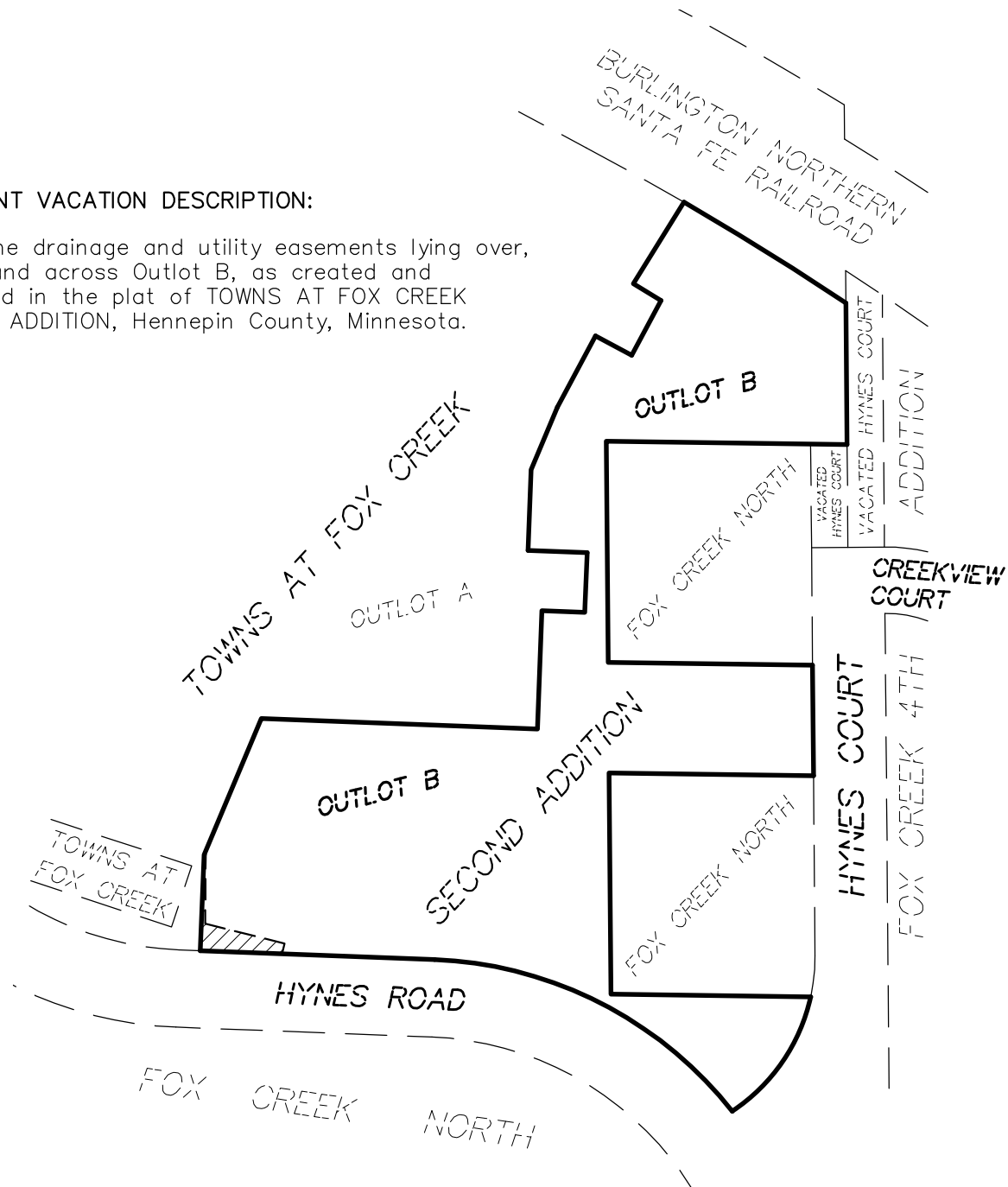
All of the drainage and utility easements described in Document No. 11095412



Drainage and Utility Easement Vacation Description Sketch

EASEMENT VACATION DESCRIPTION:

All of the drainage and utility easements lying over, under, and across Outlot B, as created and dedicated in the plat of TOWNS AT FOX CREEK SECOND ADDITION, Hennepin County, Minnesota.

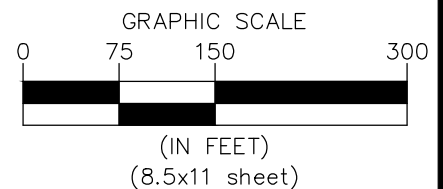


**CARLSON
McCAIN**

ENGINEERING
SURVEYING
ENVIRONMENTAL



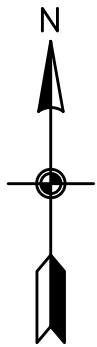
Denotes Drainage and Utility
Easement Vacation Area



3890 PHEASANT RIDGE DRIVE NE, SUITE 100, BLAINE, MN 55449

TEL 763.489.7900 \ FAX 763.489.7959 \ CARLSONMCCAIN.COM

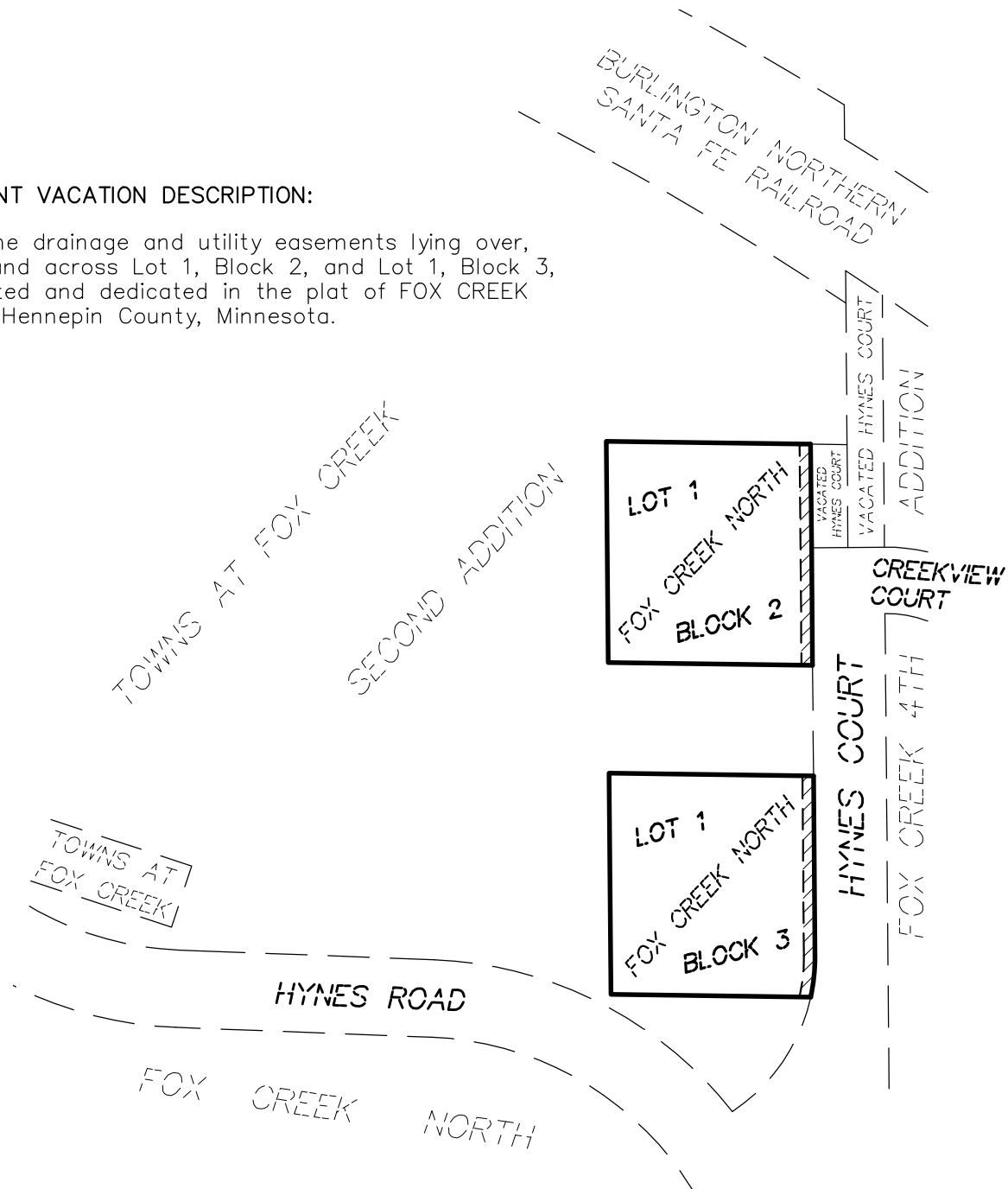
2356 9625_easement vacation ol b 2nd addn



Drainage and Utility Easement Vacation Description Sketch

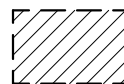
EASEMENT VACATION DESCRIPTION:

All of the drainage and utility easements lying over, under, and across Lot 1, Block 2, and Lot 1, Block 3, as created and dedicated in the plat of FOX CREEK NORTH, Hennepin County, Minnesota.

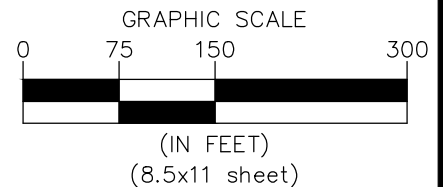


**CARLSON
McCAIN**

ENGINEERING
SURVEYING
ENVIRONMENTAL



Denotes Drainage and Utility
Easement Vacation Area

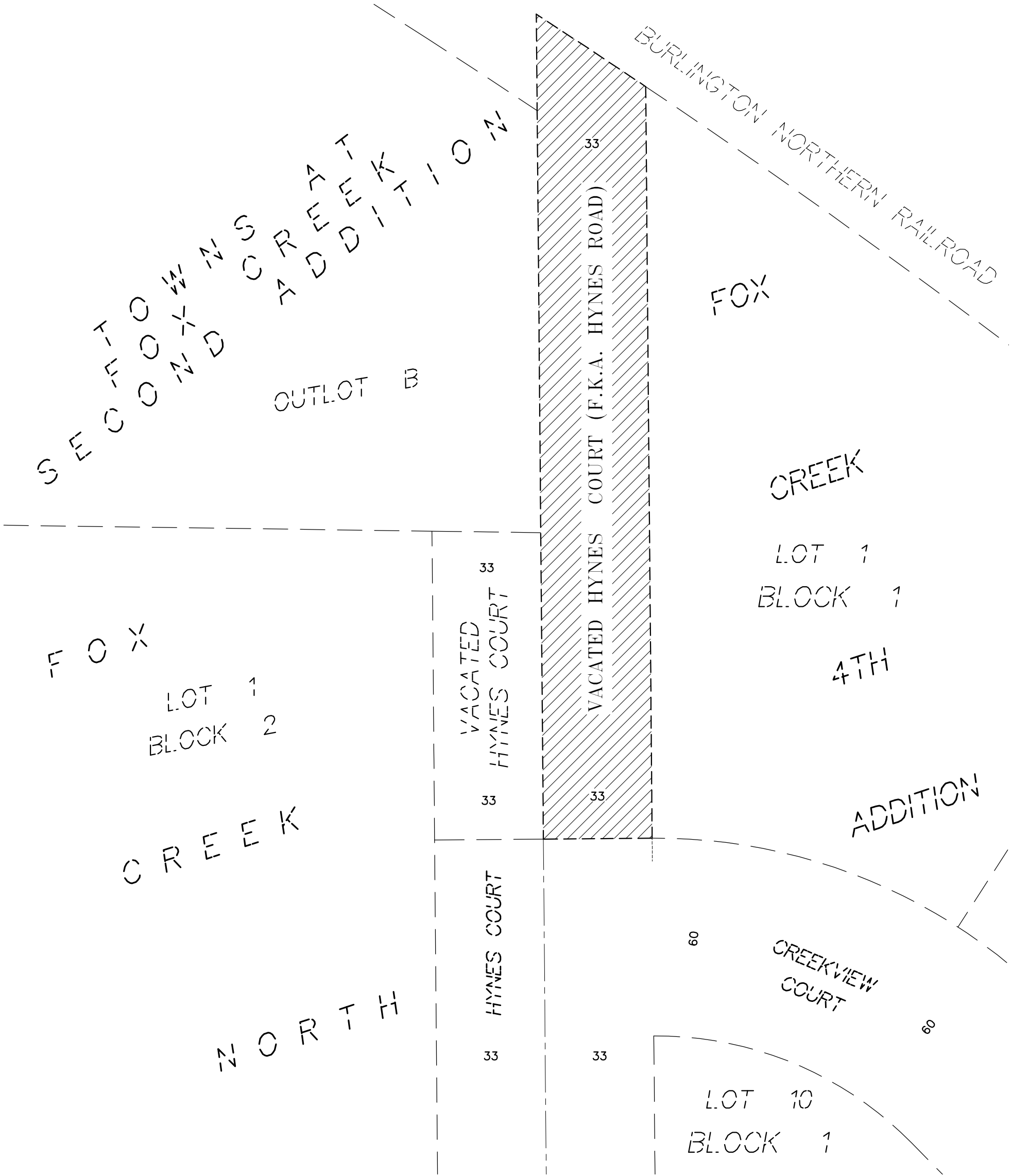


3890 PHEASANT RIDGE DRIVE NE, SUITE 100, BLAINE, MN 55449

TEL 763.489.7900 \ FAX 763.489.7959 \ CARLSONMCCAIN.COM

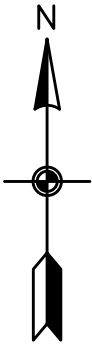
2356 9625_easement vacation fox creek north

Drainage and Utility Easement Vacation Description Sketch



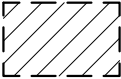
DRAINAGE AND UTILITY EASEMENT VACATION DESCRIPTION:

All of the drainage and utility easements described in Document No. 11095412.

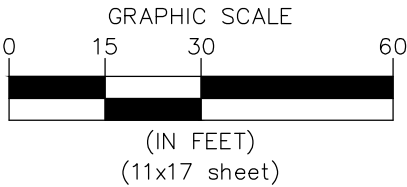


**CARLSON
McCAIN**

ENGINEERING
SURVEYING
ENVIRONMENTAL



Denotes Drainage and Utility
Easement Vacation Area





STAFF REPORT

Meeting Date: January 14, 2025

ROGERS CITY COUNCIL

Agenda Item: 6.2

Subject: Consider Resolution 2025-06 Vacation of Drainage and Utility Easements Related to the Kephart Family Lot Combination and Authorize Execution of New Drainage and Utility Easement.

Prepared By: Alec Henderson, City Planner

Recommended Council Action

Motion to approve Resolution 2025-06 vacating drainage and utility easement related to the Kephart lot combination.

Motion to authorize the execution of the Drainage and Utility Easement Agreement for the Kephart lot combination.

Overview / Background / Analysis

On June 11, 2024, the City approved a Lot Combination request by Nicholas and Heidi Kephart for property at 13672 Superior Court. The Lot combination request combined Lot 13, Block 2 in Edgewater, with a portion of Outlot B in Edgewater 2nd Addition. Outlot B previously had no drainage and utility easements which created a line of 5-foot-wide DU easement over the middle of the newly expanded rear yard of the property. One of the Conditions of Resolution 2024-55 which approved the Lot Combination, was the vacation of this 5-foot easement as well as the creation of new easements around the new rear yard area.

Vacations require a public hearing and a 4/5s Council vote to effectuate the vacation of easements. However, the attached Drainage and Utility Easement Instrument must also be authorized for execution to record the new drainage easements required by the Lot Combination.

Staff Recommendation

Staff recommend approval of Resolution 2025-06 vacating a certain drainage and utility easement. Staff also recommends authorizing the execution of the attached drainage and utility easement agreement.

Financial Impact: Not applicable.

Source Fund: Not applicable.

Budgeted? N/A

Supporting Documentation

A. Resolution No. 2025-06 _DU Easement Vacation_Kephart 1-14-2025

- B. Kephart Family Drainage & Utility Easement
- C. Certificate of Survey Detailing the Combination, Vacation, Easement

**CITY OF ROGERS
RESOLUTION NO. 2025-06**

**A RESOLUTION VACATING CERTAIN DRAINAGE AND UTILITY EASEMENTS
RELATED TO THE KEPHART LOT COMBINATION AT 13672 SUPERIOR COURT**

WHEREAS, a public hearing to consider vacating a certain Drainage and Utility Easements (DU) within the property at 13672 Superior Court in Rogers was held on January 14th, 2025 at 7:00 p.m. before the Rogers City Council by in person at 21201 Memorial Drive, Rogers, MN, after due published notice had been given by the City Clerk on December 16th, 2024; and,

WHEREAS, the City required the vacation of certain DU as a condition of the Lot Combination request by Nicholas and Heidi Kephart approved by Resolution 2024-55 adopted June 11, 2024; and

WHEREAS, the DU being considered for vacation is legally described in Exhibit A; and,

WHEREAS, the City required a new DU to cover the new rear property lines and that agreement creating the necessary permanent DU has been drafted; and,

WHEREAS, the City Engineer has determined the to-be-vacated DU no longer serves a public purpose and should be vacated; and,

WHEREAS, there was no objection to vacating the DU, as described herein, and Rogers City Council has found it to be in the public interest to vacate said DU; and,

WHEREAS, fourth-fifths (4/5) of all members of the City Council concur in this Resolution.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROGERS, MINNESOTA, the City hereby declares that the Drainage and Utility easements that is all over the property as legally described in Exhibit A is hereby vacated.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk are hereby authorized to sign all documents necessary to effectuate the intent of this Resolution.

Moved by Councilmember _____, seconded by Councilmember _____

The following voted in favor of said resolution:

The following voted against the same:

The following abstained:

Whereupon said resolution was declared duly passed and adopted, and was signed by the Mayor and attested by the Clerk dated this 14th day of January, 2025.

Shannon Klick, Mayor

ATTEST:

Stacie Brown, City Clerk

EXHIBIT A
LEGAL DESCRIPTION
DRAINAGE AND UTILITY EASEMENTS TO BE VACATED

Vacate the drainage and utility easement dedicated in the plat EDGEWATER, according to the recorded plat thereof, Hennepin County, Minnesota, lying within northeasterly 5.00 feet of Lot 13, Block 2 of said EDGEWATER. Except there from the northwesterly 5.00 feet and the southeasterly 10.00 feet of said lot 13, Block 2.

DRAINAGE AND UTILITY EASEMENT

This permanent Drainage and Utility Easement is made this _____ of _____, 2025, by Nicholas Kephart and Heidi Kephart (“Grantors”) in favor of the City of Rogers, a Minnesota municipal corporation (“Grantee”).

RECITALS

- A. Grantors are fee owner of the real property located in Hennepin County, Minnesota, legally described on **Exhibit A**, and attached hereto (the “**Property**”).
- B. Grantor is willing to grant the permanent Drainage and Utility Easement described on the attached **Exhibit B**, the “**Easement Area**” and depicted on the attached **Exhibit C** in accordance with the terms and conditions contained herein.

DRAINAGE AND UTILITY EASEMENT

- 1. For good and valuable consideration, receipt of which is hereby acknowledged by Grantors, Grantors hereby grant and convey to Grantee, a permanent easement for drainage and utility purposes over, under and across that portion of the property owned by Grantors and legally described on **Exhibit B** and depicted on **Exhibit C**.
- 2. The easement may be used for drainage, utility and maintenance purposes.
- 3. Duration of the easement is permanent.

[Signature pages to follow]

Dated: _____

By: _____
Nicholas Kephart

Dated: _____

By: _____
Heidi Kephart

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
2025, by Nicholas Kephart and Heidi Kephart.

Notary Public

CITY OF ROGERS

Dated: _____

By: _____
Its Mayor

Dated: _____

By: _____
Its Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by Shannon Klick, the Mayor and by Stacie Brown, the Clerk of the City of Rogers.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
City of Rogers
22350 South Diamond Lake Road
Rogers MN 55374
(763) 428-2253

EXHIBIT A
(Legal Description)

Lot 13, Block 2, EDGEWATER, according to the recorded plat thereof, Hennepin County, Minnesota.

And

That part of Outlot B, EDGEWATER SECOND ADDITION, according to the recorded plat thereof, Hennepin County, Minnesota, lying southeasterly of the following described line: Commencing at the northeast corner of Lot 12, Block 2, EDGEWATER, according to the recorded plat thereof, Hennepin County, Minnesota, also being a corner of said Outlot B; thence North 00 degrees 32 minutes 36 seconds West, plat bearing, along the east line of said Outlot B, a distance of 188.09 feet to the southeast corner of the Northeast Quarter of Section 16, Township 120, Range 23 and the point of beginning of the line to be described; thence South 75 degrees 51 minutes 41 seconds West, a distance of 284.30 feet to the most northerly corner of Lot 14, Block 2 of said plat of EDGEWATER and terminating thereat.

EXHIBIT B
(Drainage and Utility Easement)

That part of the following described parcel of land in the City of Rogers:

Lot 13, Block 2, EDGEWATER, according to the recorded plat thereof, Hennepin County, Minnesota.

And

That part of Outlot B, EDGEWATER SECOND ADDITION, according to the recorded plat thereof, Hennepin County, Minnesota, lying southeasterly of the following described line: Commencing at the northeast corner of Lot 12, Block 2, EDGEWATER, according to the recorded plat thereof, Hennepin County, Minnesota, also being a corner of said Outlot B; thence North 00 degrees 32 minutes 36 seconds West, plat bearing, along the east line of said Outlot B, a distance of 188.09 feet to the southeast corner of the Northeast Quarter of Section 16, Township 120, Range 23 and the point of beginning of the line to be described; thence South 75 degrees 51 minutes 41 seconds West, a distance of 284.30 feet to the most northerly corner of Lot 14, Block 2 of said plat of EDGEWATER and terminating thereat.

Which lies within the following permanent easement for Drainage and Utility purposes:

A drainage and utility easement over that part of Outlot B, EDGEWATER SECOND ADDITION, according to the recorded plat thereof, Hennepin County, Minnesota, lying southerly of the following described line: Commencing at the northeast corner of Lot 12, Block 2, EDGEWATER, according to the recorded plat thereof, Hennepin County, Minnesota, also being a corner of said Outlot B; thence North 00 degrees 32 minutes 36 seconds West, plat bearing, along the east line of said Outlot B, a distance of 15.56 feet to the point of beginning of the line to be described; thence North 86 degrees 27 minutes 17 seconds West, a distance of 94.00 feet; thence South 71 degrees 44 minutes 44 seconds West, a distance of 49.96 feet to the northeasterly line of Lot 13, Block 2 of said plat of EDGEWATER and terminating thereat.

and

A 5.00 foot wide drainage and utility easement lying parallel with, adjoining, and to the left of the following described line: Commencing at the northeast corner of Lot 12, Block 2, EDGEWATER, according to the recorded plat thereof, Hennepin County, Minnesota, also being a corner of said Outlot B; thence North 00 degrees 32 minutes 36 seconds West, plat bearing, along the east line of said Outlot B, a distance of 15.56 feet to the point of beginning of the line to be described; thence North 00 degrees 32 minutes 36 seconds West, along said line, a distance of 172.53 feet to the southeast corner of the Northwest Quarter of Section 10, Township 120, Range 23; thence North 75 degrees 51 minutes 41 seconds West, a distance of 284.30 feet to the most northerly corner of Lot 14, Block 2 of said plat of EDGEWATER; thence South 45 degrees 20 minutes 37 seconds East, along the northerly line of Lots 14 and 13, Block 2, a distance of 34.55 feet to its intersection with a line parallel with and 5 feet southerly of the common line between said Lots 13 and 14, and terminating thereat.

**CERTIFICATE OF SURVEY
FOR
HEIDI & NICK KEPHART**

EXISTING KEPHART LOT
 Lot 13, Block 2, EDGEWATER, according to the recorded plat thereof, Hennepin
 County, Minnesota.

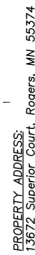
PARCEL SPLIT FROM OULIOT B. & DEEDED TO KEPARITS
That part of Ouliot B., EDGEWATER SECOND ADDITION, according to the record plat thereof, Hennepin County, Minnesota, lying southeasterly of the following described line: Commencing at the northeast corner of Lot 12, Block 2 of Section 16, Township 20N, Range 23E and the point of beginning of the line of division between the northeast corner of the Northeast Quarter, Section 16, Township 20N, Range 23E and the northeast corner of Lot 14, Block 2 of Section 16, Township 20N, Range 23E, running southeasterly along the line of distance of 284.30 feet to the most northerly corner of Lot 14, Block 2 of said plat of EDGEWATER and terminating thereat.

ASSURING DISSEMINATION OF COMPLETED PROJECTS.
Lot 13, Block 2, EDGEWATER, according to the recorded plat thereof, Hennepin County, Minnesota.

That part of Outlot B, EDGEWATER SECOND ADDITION, according to the record plat thereof, Hennepin County, Minnesota, lying southeasterly of the following described line: Commencing at the northeast corner of Lot 12, Block 2, EDGEWATER, according to the recorded plat thereof, Hennepin County, Minnesota, also being a corner of said Outlot B; thence North 00 degrees 32 minutes 36 seconds West, plot bearing, along the east line of said Outlot B, a distance of 186.09 feet to the southeast corner of the Northeast Quarter of the Section 27, Township 52N, Range 51E, pulses 41 beginning the line to be described; thence South 72 degrees 51 minutes 41 seconds West, a distance of 784.30 feet to the most northerly corner of Lot 14, Block 2 of said plat of EDGEWATER and terminating thereat.

DRAINAGE AND UTILITY EASEMENT TO BE VACATED
Vacate the drainage and utility easement dedicated in the plat of EDGEWATER, according to the recorded plat thereof, Hennepin County, Minnesota, lying within northeasterly 5.00 feet of Lot 13, Block 2 of said EDGEWATER. Except therefrom the northwesterly 5.00 feet and southeasterly 10.00 feet of said Lot 13, Block 2.

SECOND ADJUNCTION, according to the recorded plat thereof, Hennepin County, Minnesota, lying southerly of the following described line: Commencing at the northeast corner of Lot 12, Block 2, EDGEWATER, according to the recorded plat thereof, Hennepin County, Minnesota, also being a corner of said Outlot B; thence North 00 degrees 32 minutes 36 seconds West, plat bearing, along the east line of said Outlot B, a distance of 15.36 feet to the point of beginning of the line to be described; thence North 86 degrees 21 minutes 44 seconds West, plat bearing, along the east line of said Outlot B, a distance of 49.96 feet to the northeastly line of Lot 13, Block 2, of said plat of EDGEWATER and terminating at.

[illegible]

PARCELS AREAS:

Original Lot (Lot 13): 13,424 Sq. Ft.
Parcel split from Outlot B: 34,042 Sq. Ft.
Overall total parcel: 47,466 Sq. Ft.

REVISED 08/01/2024: ADDED PROPOSED EASEMENTS AND EASEMENT TO BE VACATED

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

Date 07/19/2023

SURVEYORS NOTES:

1. This survey is provided only for use by the client named herein.
2. Title documentation was not provided by the client. Easements are shown only according to the recorded plat. Easements / encumbrances may exist which are not shown herein.
3. Existing utilities are shown according to observed evidence along with the proposed easement. Utility locations may not be accurate or complete. Utility locations may not be complete or correct due to all-inclusive. Utility locations may not be complete or correct due to all-inclusive. Utility locations may not be complete or correct due to all-inclusive. Contact: Gopher State One Call prior to excavation.

GRAPHIC SCALE IN FEET

○ DENOTES IRON MONUMENT SET
● DENOTES IRON MONUMENT FOUND
⊙ DENOTES CAST-IRON MONUMENT FOUND



A horizontal graphic scale bar with tick marks at 0, 30, 60, and 90 feet. The text "GRAPHIC SCALE IN FEET" is written vertically below the bar.

○ DENOTES IRON MONUMENT SET
● DENOTES IRON MONUMENT FOUND
⊙ DENOTES CAST-IRON MONUMENT FOUND



708 1ST AVENUE NE, #1
BUFFALO, MN 55313
PH: 763.682.1781 WWW.METERRHOLIN.COM

DRAWN BY	BOOK	400	SHEET	1	OF	FILE NO.
AAN	PAGE	67	SHEETS	23219		

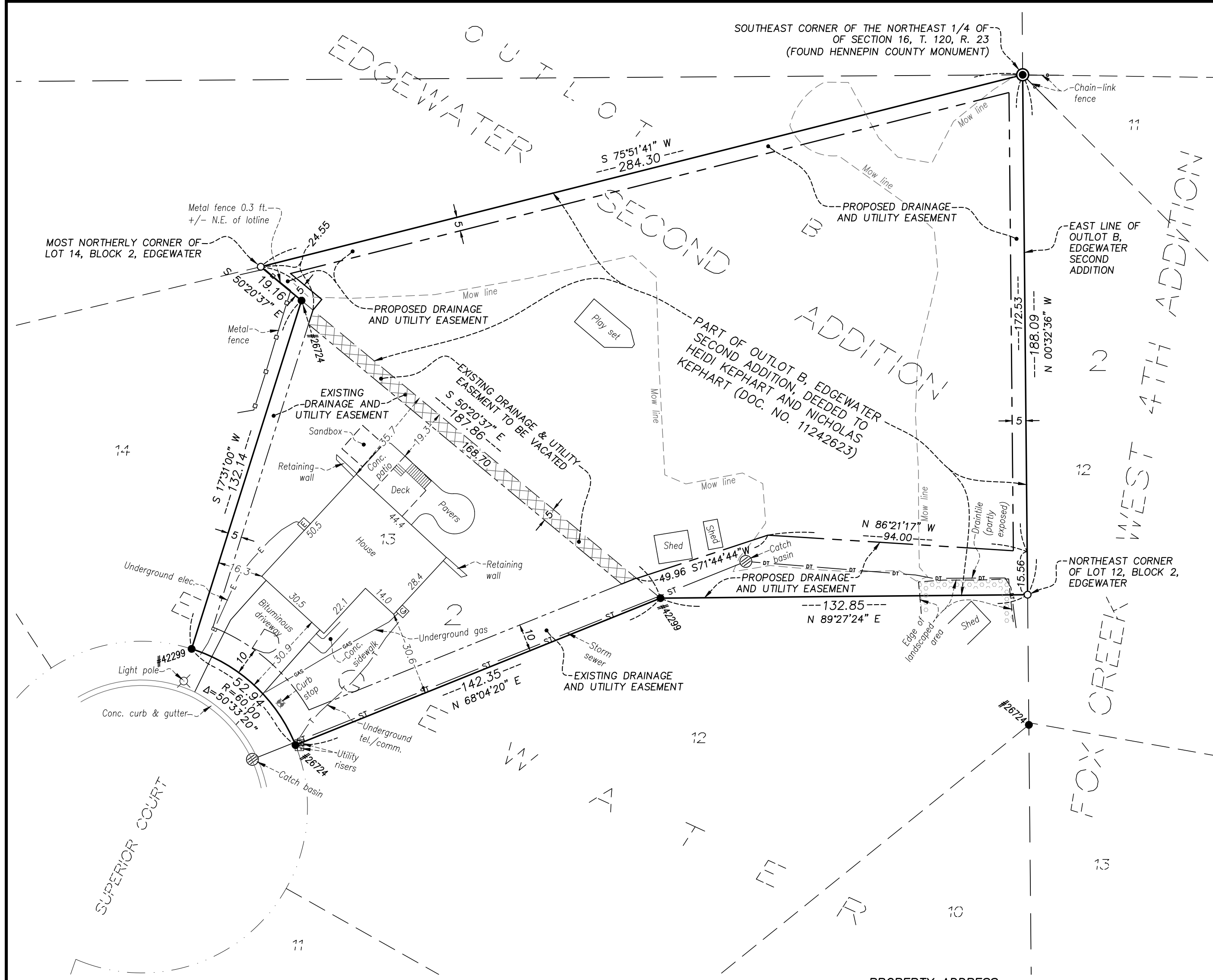
REVISIONS _____

01/16/2024 _____

08/01/2024 _____

DATE

07/19/2023



CERTIFICATE OF SURVEY
FOR
HEIDI & NICK KEPHART

PROPERTY DESCRIPTIONS:

EXISTING KEPHART LOT
Lot 13, Block 2, EDGEWATER, according to the recorded plat thereof, Hennepin County, Minnesota.

PARCEL SPLIT FROM OUTLOT B & DEEDED TO KEPARTS
That part of Outlot B, EDGEWATER SECOND ADDITION, according to the recorded plat thereof, Hennepin County, Minnesota, lying southeasterly of the following described line: Commencing at the northeast corner of Lot 12, Block 2, EDGEWATER, according to the recorded plat thereof, Hennepin County, Minnesota, also being a corner of said Outlot B; thence North 00 degrees 32 minutes 36 seconds West, plat bearing, along the east line of said Outlot B, a distance of 188.09 feet to the southeast corner of the Northeast Quarter of Section 16, Township 120, Range 23 and the point of beginning of the line to be described; thence South 75 degrees 51 minutes 41 seconds West, a distance of 284.30 feet to the most northerly corner of Lot 14, Block 2 of said plat of EDGEWATER and terminating thereat.

RESULTING DESCRIPTION OF COMBINED PARCEL:
Lot 13, Block 2, EDGEWATER, according to the recorded plat thereof, Hennepin County, Minnesota.

and
That part of Outlot B, EDGEWATER SECOND ADDITION, according to the recorded plat thereof, Hennepin County, Minnesota, lying southeasterly of the following described line: Commencing at the northeast corner of Lot 12, Block 2, EDGEWATER, according to the recorded plat thereof, Hennepin County, Minnesota, also being a corner of said Outlot B; thence North 00 degrees 32 minutes 36 seconds West, plat bearing, along the east line of said Outlot B, a distance of 188.09 feet to the southeast corner of the Northeast Quarter of Section 16, Township 120, Range 23 and the point of beginning of the line to be described; thence South 75 degrees 51 minutes 41 seconds West, a distance of 284.30 feet to the most northerly corner of Lot 14, Block 2 of said plat of EDGEWATER and terminating thereat.

DRAINAGE AND UTILITY EASEMENT TO BE VACATED
Vacate the drainage and utility easement dedicated in the plat of EDGEWATER, according to the recorded plat thereof, Hennepin County, Minnesota, lying within northeasterly 5.00 feet of Lot 13, Block 2 of said EDGEWATER. Except therefrom the northwesterly 5.00 feet and southeasterly 10.00 feet of said Lot 13, Block 2.

PROPOSED DRAINAGE AND UTILITY EASEMENT
A drainage and utility easement over that part of Outlot B, EDGEWATER SECOND ADDITION, according to the recorded plat thereof, Hennepin County, Minnesota, lying southerly of the following described line: Commencing at the northeast corner of Lot 12, Block 2, EDGEWATER, according to the recorded plat thereof, Hennepin County, Minnesota, also being a corner of said Outlot B; thence North 00 degrees 32 minutes 36 seconds West, plat bearing, along the east line of said Outlot B, a distance of 15.56 feet to the point of beginning of the line to be described; thence North 86 degrees 21 minutes 17 seconds West, a distance of 94.00 feet; thence South 71 degrees 44 minutes 44 seconds West, a distance of 49.96 feet to the northeasterly line of Lot 13, Block 2 of said plat of EDGEWATER and terminating thereat.

and
A 5.00 foot wide drainage and utility easement lying parallel with, adjoining, and to the left of the following described line: Commencing at the northeast corner of Lot 12, Block 2, EDGEWATER, according to the recorded plat thereof, Hennepin County, Minnesota, also being a corner of said Outlot B; thence North 00 degrees 32 minutes 36 seconds West, plat bearing, along the east line of said Outlot B, a distance of 15.56 feet to the point of beginning of the line to be described; thence continue North 00 degrees 32 minutes 36 seconds West, along said line, a distance of 172.53 feet to the southeast corner of the Northeast Quarter of Section 16, Township 120, Range 23; thence South 75 degrees 51 minutes 41 seconds West, a distance of 284.30 feet to the most northerly corner of Lot 14, Block 2 of said plat of EDGEWATER; thence South 50 degrees 20 minutes 37 seconds East, along the northeasterly line of Lots 14 and 13, Block 2, of said plat of EDGEWATER, a distance of 24.55 feet to its intersection with a line parallel with and 5 feet southeasterly of the common line between said Lots 13 and 14, and terminating thereat.

PROPERTY ADDRESS:
13672 Superior Court, Rogers, MN 55374

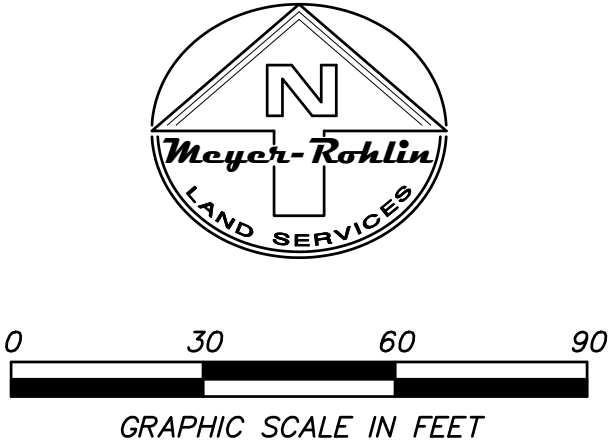
PARCEL AREAS:
Original Lot (Lot 13): 13,424 Sq. Ft.
Parcel split from Outlot B: 34,042 Sq. Ft.
Overall total parcel: 47,466 Sq. Ft.

REVISED 08/01/2024: ADDED PROPOSED EASEMENTS AND EASEMENT TO BE VACATED

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

Date 07/19/2023
Abram A. Niemela
License No. 48664

- SURVEYORS NOTES:
- This survey is provided only for use by the client named hereon.
 - Title documentation was not provided by the client. Easements are shown only according to the recorded plat. Easements / encumbrances may exist which are not shown hereon.
 - Existing utilities are shown according to observed evidence along with flags or markings placed provided pursuant to Gopher State One Call Ticket No. 242041152 (non-excavation locate request). Underground utilities shown hereon cannot be guaranteed to be accurate or all-inclusive. Utility locations may not be complete or correct due to inconsistent response to non-excavation locate requests, or other reasons. Contact Gopher State One Call prior to excavation.



- DENOTES IRON MONUMENT SET
● DENOTES IRON MONUMENT FOUND
● DENOTES CAST-IRON MONUMENT FOUND

 708 1ST AVENUE NE. #1 BUFFALO, MN 55313 PH. 763.682.1781 WWW.MEYERROHLIN.COM	REVISIONS _____ 01/16/2024 _____ 08/01/2024 _____		
	DATE 07/19/2023 _____		
	DRAWN BY _____ AAN	BOOK 400 PAGE 67	SHEET 1 OF 1 SHEETS



STAFF REPORT

ROGERS CITY COUNCIL

Meeting Date: January 14, 2025

Agenda Item: 7.1

Subject: Annual Appointment Process

Prepared By: Stacie Brown, City Clerk

Recommended Council Action

Motion to approve annual appointments.

Overview / Background / Analysis

Annually, the City Council makes appointments for various committees, services, and official depositories. To assist in this process, the following items are attached for review:

- Listing of 2024 appointments, including meeting times and locations
- Worksheet for designating 2025 appointments

Staff Recommendation

Financial Impact:

Source Fund:

Budgeted? N/A

Supporting Documentation

- A. 2024 Appointments and Meeting Dates
- B. 2025 Annual Appointments -Worksheet

Position	Appointee 1	Appointee 2	Alternate	Standard Meeting Schedule	Meeting Location	Website/Additional Resources
Acting Mayor	Kevin Jullie			2nd and 4th Tuesday of each month, 7:00 p.m.	Community Room	https://www.rogersmn.gov/citycouncil
Council Representative - Arena Commission	Mark Eiden		Kevin Jullie	Quarterly	RAC	https://www.rogersmn.gov/arena-commission
Council Representative - Park Commission	Shannon Klick		Amy Enga	2nd Thursday each month, 5:30 p.m.	Community Room	https://www.rogersmn.gov/park-commission
Council Representative - Planning Commission	Amy Enga		Kevin Jullie	1st Tuesday of each month, 7:00 p.m.	Community Room	https://www.rogersmn.gov/planning-commission
Council Representative - Rogers Fire Relief Association	Rick Ihli		Mark Eiden	Annually, January	Community Room	
Council Representative - Senior Advisory Commission	Amy Enga		Shannon Klick	Annually (summer) - Plus one senior dining event	Senior Center or Community Room	https://www.rogersmn.gov/senior-commission
Liquor Commission	Amy Enga	Mark Eiden		As needed	Rogers Muni	
Facilities Working Group	Kevin Jullie	Shannon Klick	Rick Ihli	As needed	Various	
Public Safety Task Force	Rick Ihli	Shannon Klick	Mark Eiden	1st Monday of each month, 4:00 p.m.	Rogers PD/Other	
Transportation Task Force	Mark Eiden	Kevin Jullie	Amy Enga	As needed - prior to CC meetings	Community Room	
ISD 728 Referendum Committee	Shannon Klick			Mondays, 7:00 p.m.	ISD 728 District Offices, Elk River	
Elm Creek Watershed Commission	David Katzner	Kevin Jullie		2nd Wednesday of each month, 11:30 a.m.	Plymouth Community Center	http://www.elmcreekwatershed.org/
NW Hennepin League of Municipalities	Shannon Klick	Rick Ihli		2nd Wednesday of each month, 6:30 p.m.	Pig on the Porch, Loretto	

2025 City of Rogers Official Appointments

Position:	Appointee:
1. Acting Mayor	
2. Official Depositories	Wells Fargo Bank NA 4M Fund/PMA Financial Institution U.S. Bank Moreton Capital Markets, LLC (MCM)
3. Electronic Funds Transfer Authority	Finance Director/Treasurer
4. City Attorney/Civil	Kennedy & Graven, Bob Vose
5. City Attorney/Criminal	Carson, Clelland & Schreder
6. Building Official	Metro West Inspection Services, Inc.
7. Official Newspaper	Crow River News and Star Tribune
8. Council Representative to Planning Commission	_____ (Alternate: _____)
9. Council Representative to Park Commission	_____ (Alternate: _____)
10. Council Representative to Arena Commission	_____ (Alternate: _____)
11. Representatives to Rogers Fire Relief Association	_____ (Alternate: _____)
12. Elm Creek Watershed Commission	David Katzner and _____
13. Council Representative to Senior Advisory Commission	_____ (Alternate: _____)
14. Liquor Commission	_____ and _____
15. Transportation Task Force	_____ and _____ (Alt: _____)
16. Public Safety Task Force	_____ and _____ (Alt: _____)
17. Assistant Weed Inspector	Scott Weltzin
18. NW Hennepin League of Municipalities	_____ and _____
19. ISD 728 Referendum Committee	_____
20. Facilities Working Group	_____ and _____ (Alt: _____)
21. Economic Development Authority - Chair Economic Development Authority - Secretary Economic Development Authority - Members	Shannon Klick Steve Stahmer Kevin Jullie, Mark Eiden, Amy Enga, Joel Brockman



STAFF REPORT

Meeting Date: January 14, 2025

ROGERS CITY COUNCIL

Agenda Item: 7.2

Subject: Approval of Surveying, Soil Borings, Final Design, and Construction Services for Territorial Park

Prepared By: Mike Bauer, Parks & Recreation Director

Recommended Council Action

Move to approve Anderson Engineering as the surveying, design, and construction services provider for Territorial Park and authorize American Engineering Testing (AET) to provide testing services.

Overview / Background / Analysis

The Parks and Recreation Advisory Commission and City staff have been working on the development of a park for the Harvest View and Skye Meadows neighborhoods for several years. This process included creating a master plan for the park and conducting a public process to select its name. In 2024, the City Council approved the name "Territorial Park."

Construction of Territorial Park is scheduled to begin in 2025 as part of the 2025 Capital Improvement Plan. During 2023 and 2024, the developer constructed a berm to provide a buffer between the park and the residences to the south. Concurrently, building roads and homes in the surrounding area altered the site's water management dynamics. Additionally, some trees were removed in 2024 to accommodate active park amenities and improve site access. These changes necessitate minor adjustments to the approved master plan to ensure the park meets community needs and site requirements.

In November 2024, the City issued a Request for Proposal (RFP) for Territorial Park's final design and construction services. The RFP was posted on the City's website and shared with nine firms. Four firms expressed interest, and two proposals were ultimately submitted: one from SRF and another from Anderson Engineering. Both firms have a history of successfully working with the City and met the RFP requirements. However, Anderson Engineering's proposed fees were significantly lower.

At its December 2024 meeting, the Parks and Recreation Advisory Commission reviewed both proposals. It recommended selecting Anderson Engineering for the project, with testing services to be provided by American Engineering Testing (AET).

Anderson Engineering	SRF
-------------------------	-----

Soil Boring	\$ 6,650.00	\$ 10,060.00
Surveying	\$ 6,500.00	\$ 3,500.00
Design/Construction Services	\$ 29,800.00	\$ 76,500.00
Total	\$ 42,950.00	\$ 90,060.00

Staff Recommendation

Move to approve Anderson Engineering as the surveying, design, and construction services provider for Territorial Park and authorize American Engineering Testing (AET) to provide testing services.

Financial Impact: \$42,950

Source Fund: 404 Park Dedication

Budgeted? Yes

Supporting Documentation

- A. Anderson Engineering-Proposal
- B. AE Territorial Park_Survey
- C. AET Soil Boring Territorial Park



REQUEST FOR PROPOSAL: FINAL DESIGN AND CONSTRUCTION MANAGEMENT SERVICES

TERRITORIAL PARK

CITY OF ROGERS

December 10, 2024

13605 1st Ave. N.; #100 Plymouth, MN 55441
P 763.412.4000 F 763.412.4090 ae-mn.com
A Service-Disabled Veteran-Owned Small Business

Point of Contact: Joe Lucht, PLA



contents

cover letter 4

firm profile 5

project team 6

org chart 7

experience 8

approach 13

fees/rates 16

assumptions 17

conclusion 17



December 10, 2024

Mr. Mike Bauer, Parks and Recreation Director
City of Rogers
22350 South Diamond Lake Road
Rogers, MN 55374

Via Email: mbauer@rogersmn.gov

RE: Request for Proposals (RFP) – Final Design and Construction Management Services
Territorial Park

Dear Mr. Bauer:

On behalf of the Anderson Engineering (Anderson) Team, we are pleased to provide the following response to the Request for Proposals for the Territorial Park project. We are excited about the development of Territorial Park and collectively our team is very familiar with the parkland, working closely with the City of Rogers to develop master plan for this park. Through that process, we developed a comprehensive understanding of the property by analyzing the opportunities and constraints for park development in addition to the city's overall goals. We are enthusiastic and motivated to work on a project where we have so much personal knowledge and interest.

Our team provides exceptional park and recreation development project experience and unmatched planning and engineering capabilities. With over 100-years of combined experience, our project team of landscape architects, planners and engineers provide an impressive background of park and recreation design with a deep portfolio of projects. Our team has performed dozens of projects for numerous public entities throughout the northwest metro including projects with multiple park districts.

We believe our team's experience and expertise are exactly what the city is looking for in this project. We will provide an excellent plan, on time and on budget, to ensure a successful future for the Territorial Park and longevity to a key asset for the City of Rogers.

Respectfully,
Anderson

A handwritten signature in black ink, appearing to read "Joe Lucht".

Joe Lucht, PLA
Project Manager | Point of Contact | Project Principal
763-412-4048
jlucht@ae-mn.com

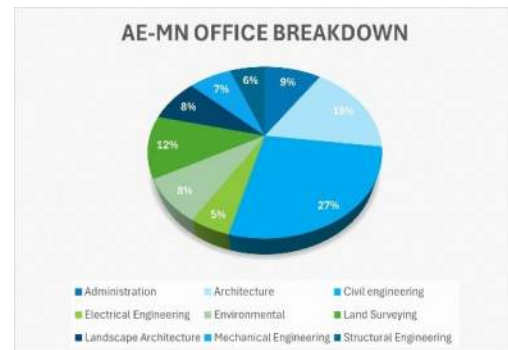
firm profile

ANDERSON ENGINEERING

PLYMOUTH, MINNESOTA

Anderson Engineering (Anderson), a Service-Disabled Veteran Owned Small Business (SDVOSB), is an award-winning multi-disciplinary consulting firm recognized nationally for delivering projects in a cost-effective manner, while maintaining the highest industry standards. Anderson's professional staff of engineers, land surveyors, landscape architects, architects and environmental specialists focus on collaboration to meet client's needs.

Since establishment in 1989, Anderson has been dedicated to successfully completing projects in all phases of design and construction. From project conception, Anderson's staff is involved in providing investigative reports, surveys and master planning exercises while also leading the design, cost estimating, bidding and construction administration for numerous projects throughout Minnesota and the upper Midwest.



As shown in our experience, Anderson has provided the city desired consultant qualifications on several projects for the City of Rogers for years. What Anderson provides is actively engaging with contractors to provide more competitive bids and providing awardable opinion of costs to successfully complete the project.

Anderson has successfully delivered recent projects in the northwest and greater metro including:

- Territorial Park Master Plan – Rogers, MN
- 21st Century Bank Event Center – Rogers, MN
- North Community Park Improvements – Rogers, MN
- Brockton Meadows Park Improvements – Rogers, MN
- Edgewater Park Improvements – Rogers, MN
- Hassan Hills Fast Pitch Softball Field – Rogers, MN
- Crow River Heights Park Improvements – Rogers, MN
- Fox Creek West Playgrounds – Rogers, MN
- Brookside Meadows Playgrounds – Rogers, MN
- South Community Park Outdoor Ice Rink Grant Proposal – Rogers, MN
- Rogers High School Tennis Court Construction Staking – Rogers, MN
- James Road North Design – Rogers, MN
- Mary Queen of Peace – Rogers, MN
- Midwest Steel – Rogers, MN
- Rogers Police Station – Rogers, MN
- Lennar Territorial Road Property – Rogers, MN
- Best Buy Construction Staking – Rogers, MN
- Self-Storage Facility - Rogers, MN
- Carefree Storage Center Expansion – Rogers, MN
- CVS – Rogers, MN
- Northwest Bible Church – St. Michael, MN
- New Apartment Complex – St. Michael, MN
- Community Development Bank – St. Michael, MN
- Lawndale Lane and Fieldstone Blvd Intersection Flooding Analysis – Maple Grove, MN
- U.S. Bank – Maple Grove, MN
- Spire Bank – Maple Grove, MN
- Maple Grove Evangelical Free Church – Maple Grove, MN
- City of Monticello Block 52 - Monticello, MN
- Providence Academy – Plymouth, MN
- City of Plymouth Harbor Lane Drainage Repairs and Retaining Wall Evaluations – Plymouth, MN
- AFLC School Gymnasium – Plymouth, MN
- Beautiful Savior Lutheran Church – Plymouth, MN
- Legacy Academy – Andover, MN

project team



INDUSTRY TENURE

16 years

EDUCATION

Bachelor of Landscape
Architecture, North Dakota
State University

Bachelor of Environmental
Design
North Dakota State University

JOE LUCHT, PLA

PROJECT MANAGER | POINT OF CONTACT | PROJECT PRINCIPAL

Joe will be leading the site design team from programming through construction. Growing up in Delano, MN and now residing in Greenfield, MN, Joe enjoys working on projects where he lives, works and plays. His strong background in site development and public facilities throughout the Midwest will provide context of achieving the highest and best use of the site. Joe is a project manager with Anderson specializing in site planning and site development for park, open space and recreation facilities.

RELEVANT EXPERIENCE

Territorial Park Master Plan – Rogers, MN

21st Century Bank Event Center – Rogers, MN

North Community Park Improvements – Rogers, MN

Brockton Meadows Park Improvements – Rogers, MN

Edgewater Park Improvements – Rogers, MN

Crow River Heights Park Improvements – Rogers, MN

Fox Creek West and Brookside Meadows Playgrounds Improvements – Rogers, MN

Hassan Hills Park Fast Pitch Softball Field – Rogers, MN

South Community Park Outdoor Ice Rink Grant Proposal – Rogers, MN

Minnehaha Falls Overlooks, Stairs and Trails – Minneapolis, MN



INDUSTRY TENURE

10 years

EDUCATION

Bachelor of Science - Civil
Engineering, University of
Minnesota Duluth

BRIAN FIELD, PE

CIVIL ENGINEER

Brian will be the civil engineer on the project providing site engineering, pavement design, utility coordination and stormwater management. He has served as a civil engineer on numerous projects throughout the state of Minnesota specializing in site design for multi-scaled projects and has extensive experience working directly with watershed districts, specifically Elm Creek Watershed District.

RELEVANT EXPERIENCE

Mary Queen of Peace – Rogers, MN

James Road North Design – Rogers, MN

Northwest Steel – Rogers, MN

Vadnais Heights Sports Complex – Vadnais Heights, MN

Northwest Bible Church – St. Michael, MN

project team



INDUSTRY TENURE
16 years

EDUCATION
Bachelor of Landscape
Architecture
North Dakota State University

Bachelor of Environmental
Design
North Dakota State University

JEFF DEITNER, PLA

PRINCIPAL LANDSCAPE ARCHITECT

Jeff has over 12 years of professional experience. Over his tenure as a professional landscape architect, Jeff has worked on many public and private projects of various scales and size. His expertise in planning, design and community involvement of public spaces has proven to provide clients with a successful project, delivering the project on schedule and within budget.

RELEVANT EXPERIENCE

Lions Park Master Plan – Hugo, MN
Prestwick Park – Rosemount, MN
Paul Bunyan Park – Bemidji, MN
Staring Lake Park – Eden Prairie, MN
AFLC School Gymnasium – Plymouth, MN
MNDOT I-94 Maple Grove to Rogers Landscape Corridor Treatments
Mayflower Church Master Plan – Minneapolis, MN
Beautiful Savior Lutheran Church – Plymouth, MN

org chart

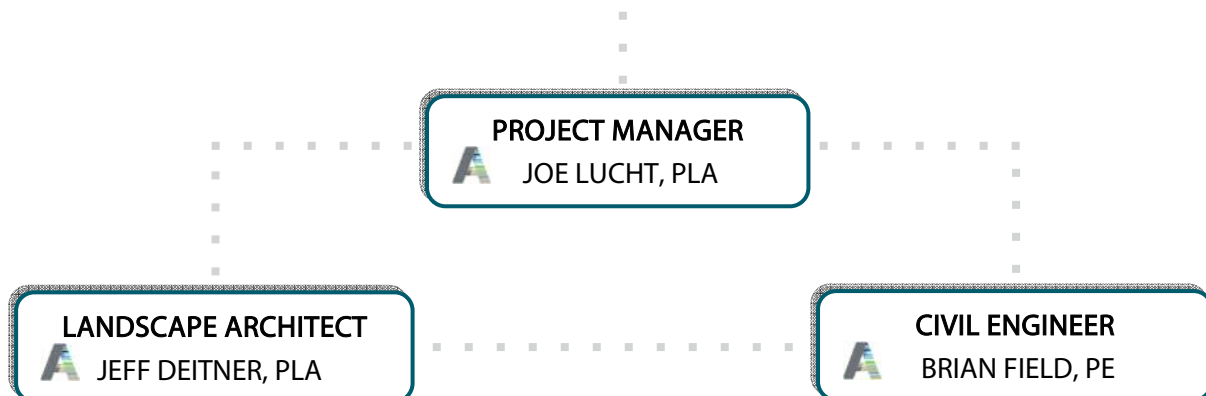
FIRM KEY



ANDERSON



CITY OF ROGERS





SETTING THE STAGE FOR A NEIGHBORHOOD PARK

TERRITORIAL PARK MASTER PLAN | ROGERS, MN

Territorial Park is master planned and ready to provide a new park for the surrounding community consisting of park amenities for play and leisure, setting the stage for construction.

Territorial Park is approximately 12 acres of undeveloped parkland that will primarily serve Skye Meadows and Harvest View neighborhoods in Rogers, MN. With nearly 9 acres of the parkland covered with trees and wetlands, Anderson worked closely with the City of Rogers to develop a master plan that would preserve the natural environment by locating park amenities within open areas and bending trails throughout the property with connections to the adjacent neighborhood trails and sidewalks. In preparation of the master plan, Anderson developed construction cost estimates to equip the city with a budget to turn this master plan into a reality.

- » Age defined playgrounds for 2 to 5 and 5 to 12 year olds.
- » Site amenities including picnic shelters, picnic area, sport court, wetland overlook, restroom and off street parking.
- » Paved trails with connections to existing city trails and neighborhood sidewalks.
- » Natural trails with resting areas winding through the wooded areas and adjacent to wetlands.



VISION IN THE HEART OF THE COMMUNITY

21ST CENTURY BANK EVENT CENTER IMPROVEMENTS | ROGERS, MN

The new 21st Century Bank Event Center building project features a one-story, 7,800 square foot building with the vision to extend its uses outdoors for community gathering events.

The City of Rogers 21ST Century Bank Event Center is located in Lions Park near downtown Rogers and is a centralized location for community gatherings. The multi-use event center building has recently completed exterior improvements that extends the visitors experience outdoors with amenities for events such as weddings, company outings, family reunions, city hosted events for staff and the public. Anderson has supported the City of Rogers by providing conceptual design, construction documents, public bidding and construction administration.

- » Entrance plaza with raised planting beds and pedestrian connections to the Veterans memorial.
- » Outdoor stage for daytime and nighttime entertainment.
- » Outdoor dining space on the back patio for that morning cup of coffee, mid-day lunch break, or gathering for a formal dinner.
- » Formal gardens for a daily visit or picturesque wedding day.



RESTORING A COMMUNITY ASSET

NORTH COMMUNITY PARK | ROGERS, MN

The tennis courts at North Community Park were reconfigured to provide additional sporting opportunities at a high use park in Rogers, MN.

The existing North Community Park provides a variety of opportunities for sport and exercise including softball, football, soccer, tennis and trails. This project provided two additional sports maximizing the parks use for multiple user groups.

The existing tennis courts consisted of 6 regulation sized courts that were reaching the life expectancy of the acrylic surfacing and cracking of the pavement was apparent. Two basketball hoops bordered the north side of the tennis courts, however there was no painted lines.

Anderson's landscape architects worked closely with the City of Rogers to convert two tennis courts to six pickleball courts and re-positioned the half-court basketball hoops to provide acrylic painted lines. Both the pickleball courts and basketball courts pavement were replaced and new acrylic painting was applied to the entire complex.



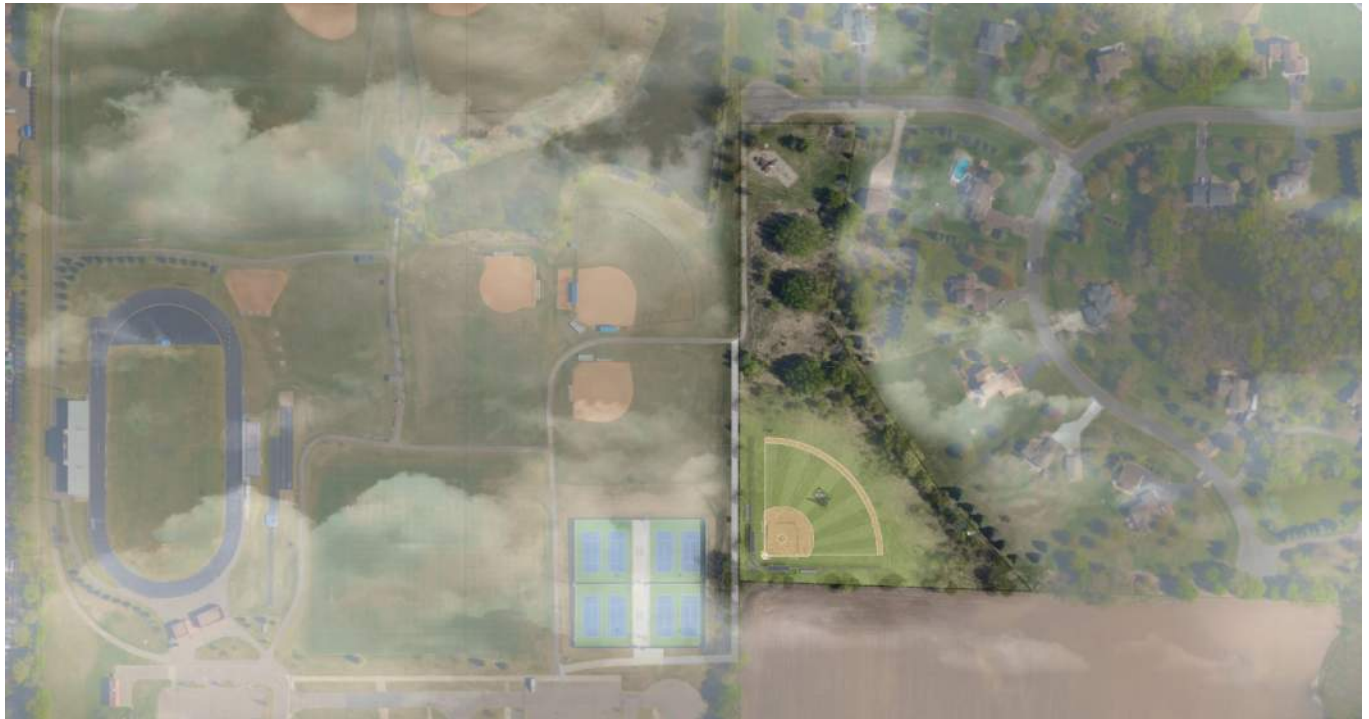
UPGRADES TO EXISTING PARKS

BROCKTON MEADOWS AND EDGEWATER PARKS | ROGERS, MN

Two neighborhood parks in the City of Rogers receives a multitude of recreational amenities to serve the next generation of outdoor enthusiasts.

As part of the City of Rogers comprehensive parks, open space, and trail system plan, neighborhood parks have been programmed to provide park amenities. Two existing and active neighborhood parks in the City of Rogers have been programmed to provide recreational courts. Anderson supported the City of Rogers with surveying, design, construction cost estimating, bidding and construction administration to develop two new recreational courts located at Brockton Meadows and Edgewater Parks. These facilities were planned to maximize their use with multiple sporting opportunities including basketball, pickleball and volleyball.

- » Edgewater Park recreational court provides visitors opportunities to play multiple outdoor sports including
 - » Full court basketball
 - » Pickleball
 - » Volleyball
 - » Multi-colored court
 - » Retractable netting system
 - » Irrigation
- » Brockton Meadows Park provides visitors with a traditional full court basketball court and the addition of a picnic shelter between the new court and existing playground.



EXPANDING AN EXISTING PARKS USES

HASSAN HILLS PARK SOFTBALL FIELD | ROGERS, MN

The City of Rogers and School District plan for a fast-pitch softball field at Hassan Hills Park adjacent to Rogers High School.

Hassan Hills Park is approximately 5.5 acres of partially developed parkland located just east of Rogers High School. The proximity between the two entities provides an opportunity to expand the undeveloped parkland for a fast pitch softball field.

Anderson partnered with the City of Rogers to develop conceptual plans and construction cost estimates to understand what is possible within parcel in terms of field size, access and construction, in addition to setting a budget for multiple stakeholders interested in developing a state of the art fast-pitch softball field.

- » Grandstand Bleachers with Concessions
- » Underground Dugouts
- » Synthetic Turf Field
- » Trails and Walkways
- » Electronic Scoreboard and PA system

2017-10-20 10:10:10

.....

The project will begin with a kickoff meeting. This task will include a site visit with analysis of the project area, photo documentation of the park, and other investigations to fully understand the site. Following the kickoff meeting, the project team will prepare schematic design level drawings and prepare a preliminary construction cost estimate to evaluate with the owner to fully understand the program and related costs.

- Page 346 of 520

approach



TASK 2 – DESIGN DEVELOPMENT | PRESENTATIONS

The Design Development | Presentations task will include public input, two meetings with the Parks and Recreation Advisory Commission (PRAC), the progression of Design Development Drawings and an opinion of cost.

- » 2.1 – PUBLIC INPUT AND PRAC MEETINGS: To ignite enthusiasm amongst the public, the design team will provide questionnaires and graphics for public involvement/input with support of the city and meet twice with the PRAC to review results. This exciting process will provide an opportunity for the public to engage in the design process while keeping the PRAC informed of the input provided and construction costs. The first PRAC meeting will be intended to present the current schematic design level drawings and public input results. During this meeting, the design team and city staff will share their recommendations relating to park aesthetics/themes, programmed items, potential phasing ideas and preliminary construction costs. The second PRAC meeting will be a presentation by the design team to the PRAC of the decisions made from the first PRAC meeting. Plans and supplemental graphics will be presented to convey ideas on what the overall look of the improvements will be. A preliminary opinion of costs will be developed and shared with the PRAC.
- » 2.2 – DESIGN DEVELOPMENT PLAN DEVELOPMENT: We will then advance the design of the PRAC approved improvements. The project team will begin to design specific elements of the project for the first phase including geometric layouts for the improvements, preliminary grading/drainage design with earthwork computations, a strategy for erosion control and stormwater management, new pedestrian trail sections, access to environmental resources, pavement and aggregate sections, site clearing and removals, site restoration and ecological considerations. An opinion of costs will be developed.
- » 2.3 – DESIGN DEVELOPMENT REVIEW MEETING: Once the Design Development plans are complete, we will coordinate a meeting with city staff to review the design and opinion of costs. Our project team will discuss the major design elements, decisions, and changes from schematic design and the PRAC meetings with city staff. City review comments and concerns will be addressed and decisions for the project will be made.

approach



TASK 3 – CONSTRUCTION DOCUMENTS | BIDDING

The project team will prepare Construction Documents utilizing input from the design development review meeting. The permitting process will also begin. Following the completion of the Construction Documents, the design team will present the documents and opinion of costs to the city council for approval to bid the project. If approved, the design team will release the documents for bidding. Once the bids have been tabulated, the design team will present the bids to the city council and prepare a letter of recommendation for award.

- » 3.1 - PREPARE FINAL CONSTRUCTION DOCUMENTS: The project team will assemble the fully designed construction documents and specifications. Plans and specifications will be fully detailed for clarity during the bidding and construction phases. A final opinion of cost will be prepared within a bid form. A contract manual will be prepared utilizing EJDC documents.
- » 3.2 - PROJECT PERMITTING: The project team will prepare all necessary permitting documents and applications for the project. We anticipate the project will require a permit from the Elm Creek Watershed District, City of Rogers, and Minnesota Pollution Control Agency. Permit application fees are understood to be the responsibility of the city. Depending upon findings earlier in the project, permitting for some of these agencies may begin earlier than Task 3 to ensure the permit is in hand prior to construction.
- » 3.3 – CONSTRUCTION DOCUMENTS REVIEW MEETING: Once the construction documents are complete, we will coordinate a meeting with city staff to review the documents. Our project team will discuss final design drawings and details and review the opinion of costs with city staff.
- » 3.4 – BIDDING | CITY COUNCIL PRESENTATIONS: Once the construction documents are approved by city staff, the design team will present the construction documents and opinion of costs to the city council for approval to bid. Following this approval, the design team will release the contract documents for bid via an online bidding platform. This will include assistance with the preparation of the bid package, responding to bidder inquiries, presence at the bid opening, evaluation of bids and bid tabulation. Once the bids have been tabulated, the design team will present the results to the city council and prepare a letter of recommendation for award. Following approval, construction will commence.

TASK 4 – CONSTRUCTION ADMINISTRATION

The project team will provide construction administration services through the life of the construction project.

- » 4.1 – PRECONSTRUCTION MEETING | SCHEDULE REVIEW: The project team will assemble the fully engineered construction documents and specifications. Plans and specifications will be fully detailed for clarity during the bidding and construction phases. Also, it is assumed that the construction documents will be utilized by Terra to prepare construction cost estimates.
- » 4.2 – SUBMITTALS | RFI'S | PAY APPLICATIONS: Within the early stages of construction, the design team will be diligent to review the contractor's submittals and respond to Request For Information (RFI's). This critical step allows the design team to validate what is being installed and constructed meets the design intent of the owner. Monthly pay applications from the contractor will be reviewed by the design team and recommendations will be provided to the city.
- » 4.3 – PERIODIC CONSTRUCTION OBSERVATION: Throughout construction, the project team will visit the project site to review progress and discuss any questions or issues with the contractor. These site visits will be documenting the project progress via photographs and will be provided to the owner.
- » 4.4 – FINAL WALK THROUGH | PUNCHLIST | PROJECT CLOSE-OUT: Once the contractor has declared the project as complete, the project team will attend the final walk through and prepare punchlist of items that will require correction by the contractor. Following the corrected items, the design team will close-out the project by consolidating O&M manuals, preparing contractor provided as-built drawings and approved submittals from the project.

fees/rates



PROJECT COSTS
The Anderson Team pride themselves on providing unmatched professional services that proves to be an outstanding value to our clients. We have broken down this cost per Task below.

PROPOSED FEE NOT-TO-EXCEED BY PHASE

Task 1: Project Kickoff Schematic Design	\$3,000
Task 2: Design Development Presentations	\$11,800
Task 3: Construction Documents Bidding	\$12,500
<u>Task 4: Construction Administration</u>	<u>\$2,500</u>
Total: \$29,800	

ANDERSON ENGINEERING

2024/2025 HOURLY RATES

CIVIL ENGINEERING

Senior Civil Engineer	\$180/Hr.
Civil Engineer	\$155/Hr.
Civil Designer	\$100/Hr.

MECHANICAL ENGINEERING

Senior Mechanical Engineer	\$194/Hr.
Mechanical Engineer	\$148/Hr.
Mechanical Designer	\$125/Hr.

ELECTRICAL ENGINEERING

Senior Electrical Engineer	\$184/Hr.
Electrical Engineer	\$148/Hr.
Electrical Designer	\$100/Hr.

STRUCTURAL ENGINEERING

Senior Structural Engineer	\$170/Hr.
Structural Engineer	\$110/Hr.
Structural Designer	\$100/Hr.

ARCHITECTURE

Senior Architect	\$174/Hr.
Architect	\$150/Hr.
Architectural Designer	\$130/Hr.

LANDSCAPE ARCHITECTURE

Senior Landscape Architect	\$184/Hr.
Landscape Architect	\$148/Hr.
Landscape Designer	\$100/Hr.

LAND SURVEYING

Senior Land Surveyor	\$184/Hr.
Land Surveyor	\$148/Hr.
Survey Technician	\$100/Hr.

ENVIRONMENTAL SERVICES

Senior Environmental Scientist	\$132/Hr.
Environmental Scientist	\$100/Hr.
Environmental Technician	\$88/Hr.

.

assumptions

- » It is assumed a land survey will be required for this project and will be provided by the client and will include both PDF signed and AutoCAD format with all data required to perform design related services including, but not limited to, property boundary, easements, public and private utilities within and adjacent to the property, pavements, curb and gutter, rim and invert elevations of storm and sanitary sewer manhole/catch basins, size and inverts of storm and sanitary sewer pipe, size of water main and location of services, existing topography with 1-foot contours, wetlands, existing trees and landforms. If the client requests surveying services for this project by our office, it is assumed a separate RFP/contract will be provided. Land surveying services are not included in our fees for this proposal.
- » Platting and/or writing of easement descriptions is not included.
- » Environmental and cultural resource services are not included.
- » It is assumed that all wetlands on site have been delineated and the locations will be provided in Autocad for use in our drawings.
- » Anderson will aid in the selection of equipment for specialty items. These items may include playgrounds, basketball equipment, site furnishings, picnic shelter(s)/arbor(s), etc. and is assumed to be a delegated design item. Anderson will provide the perimeter layout and grading/drainage up to these elements.
- » The Client will coordinate and provide soil borings, geotechnical reports, soil testing, and related geotechnical services including environment remediation plans, if required.
- » Photometric, traffic, sound/noise and similar plans and studies are excluded. Lighting for the parking lot is included.
- » Design (or relocation coordination) of gas, electric, cable TV, and communication utilities is excluded. These designs will be performed by the respective utility companies (or others) and contracted directly with the property owner(s), if applicable.
- » City and Agency application, permit, and plat checking fees are excluded unless specifically noted.
- » Direct project expenses such as printing, mileage and postage are included in the estimated fees shown above. We assume plan production for bidding will be by the client, with Andersons plan production limited to that needed for agency submittals and review copies.
- » Additional phases, changes in scope of work, or project expansions considered after the acceptance of this proposal will incur additional fees.
- » We assume the city will provide general requirement specifications to include within the bidding documents, if applicable.
- » Stormwater management is assumed to include rate control only.
- » Irrigation design is not included.
- » Three construction site visits are included in the construction administration fee. Additional site visits will incur additional fees.
- » Construction staking is not included.

conclusion

The Anderson Team understands the importance of this project for both the local and regional community. We believe our team will provide the multidimensional leadership the city is looking for on this project. Anderson Engineering has exceptional planning and engineering capability with a deep portfolio of natural resources and park projects, and personal knowledge of this tremendous site. We are excited by the opportunity to lend our design expertise to the City of Rogers to carefully craft a design which will allow the park to be used by many well into the future. We sincerely hope that you consider our team for this project.

Authorized Negotiator/Expeditor

Name: Joe Lucht, PLA

Phone: 763-412-4048



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

Existing Conditions Survey

- Perform a boundary survey of the subject parcels.
- Locate the visible site features, topography and significant trees within that portion of the parcel outlined in blue below. Approximately 7.5 acres.
- Draft a certificate of survey depicting the parcel boundary, visible site improvements, building setback lines, platted easements, delineated wetlands, trees and existing contours.
- The final deliverable will be a signed pdf copy of the certificate of survey and the associated AutoCAD file.

- Wetland Boundaries will be provided in AutoCAD format.

Nicholas M. Hillmer

ae-mn.com

CONTRACT

Existing Conditions Survey

Ashbury Drive

Rogers, MN 55374

HENNEPIN COUNTY, MINNESOTA

PID's: 2212023340023 & 2212023430039

Please sign and return one copy of this Proposal Contract as acceptance of the Agreement and Authorization to proceed with the project as described herein.

CONTRACT ACCEPTANCE:

By signing this Contract, the signatory: (1) warrants that he or she has the authority to enter into this Agreement as the Client or the Client's Authorized Agent or as an officer of the Clients Business, and (2) accepts and agrees to be bound by the provisions proposed in this Agreement, including any and all attachments included by reference. The signatory of this Contract is ultimately responsible for payment of this contract.

Owner: _____ Phone: _____ Email: _____

Address: _____ City: _____ State: _____ Zip Code: _____

Authorized Agent: _____ Title: _____ Phone: _____

Signature: _____ Date: _____

Credit Policy & Lien Rights

Unpaid amounts on invoices past due (more than 15 days after the invoice is sent) **will be assessed a finance charge of 1.5% per month** until Anderson Engineering of Minnesota, LLC (AE), receives payment. Payment to AE is not contingent upon the Client's ability to obtain financing or the Client receiving payment or the success of the client's project. AE hereby gives the Client notice that, pursuant to Minnesota Statutes Chapter 514, AE retains the right to file a lien against real property, which is the subject of this Contract.

Mechanic's Lien Notice:

(a) Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions.

(b) Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you timely notice.

Payment for Services

Project work will be invoiced on a monthly basis. Additional work requested beyond the scope of services will be billed at the time that services are rendered based upon our current billing rates. Payment is required within 15 days from invoice date.

December 20, 2024



Anderson Engineering
13605 1st Avenue North, Suite 100
Plymouth, Minnesota 55441

Attn: Joe Lucht, PLA jlucht@ae-mn.com

Re: Proposal for Geotechnical Exploration
Territorial Park
Territorial Road and Rachel Drive
Rogers, Minnesota
AET Proposal No. P-0039608

Dear Mr. Lucht:

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

PROJECT INFORMATION

We understand that the City of Rogers is proposing to construct a park at Territorial Road and Rachel Drive in Rogers, Minnesota. The proposed park will include a playground, sports court, a picnic shelter, trails and a bituminous parking lot. Please contact us if the proposed construction is different than our understanding.

SCOPE OF SERVICES

Field Exploration

Based on our review of the preliminary site plans, we recommend our subsurface exploration program consist of the following:

- Arrange clearance of underground public utilities through the Gopher State One-Call System.
- Perform 6 standard penetration test borings (ASTM: D1586) to a depth of 14½ feet each.
- Seal the boreholes per Minnesota Department of Health requirements.
- Obtain surface elevations at each boring location based on provided/assumed benchmarks.

Before we drill, we will contact Gopher State One Call to locate public underground utilities. Gopher State One Call does not currently charge for this service, but they will not locate private underground utilities or structures. Examples of private utilities include, but are not limited to, propane lines, sewer laterals, sprinkler systems, site lighting, and electric and data lines between buildings. The property owner is responsible for locating all private underground utilities and structures. Please provide us with any maps, plans and records showing the location of all private utilities and structures.

We can provide you with names and contact information for private utility locators. These companies usually charge a fee for their services. Also, please note that private locators cannot guarantee that all private utilities will be located. For the private locator to be accurate and effective, the property owner

550 Cleveland Avenue North | Saint Paul, MN 55114

Phone (651) 659-9001 | (800) 972-6364 | Fax (651) 659-1379 | TeamAET.com | AA/EEO

This document shall not be reproduced, except in full, without written approval from American Engineering Testing, Inc.

must provide maps, plans and records showing the location of all private utilities and structures. The property owner must also provide a knowledgeable site representative to meet with the private locator and AET personnel.

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

Based on our review of the site, the borings are planned to be drilled with a 6x6 truck drill rig.

We will backfill the boreholes to comply with State requirements. Even after backfilling, some sloughing of the backfill may occur, resulting in a potential tripping hazard to pedestrians. We assume that the owner will backfill and repair any boreholes that may slough after our exploration is complete. AET cannot accept any liability associated with pedestrian injury.

Accessing the boring locations may leave shallow ruts in the ground or require tree and snow removal. We assume that the owner will perform any necessary snow removal or site restoration work. We have not included a fee for tree and snow removal or site restoration in our cost estimate.

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

Laboratory Testing

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

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

Report

Following the field and laboratory services, a formal engineering report will be prepared and submitted. The report will include logs of the test borings, the laboratory test results, a review of preliminary engineering properties of the on-site soils, and our preliminary geotechnical engineering opinions and recommendations regarding the following:

- Grading procedures to prepare the shelter area for structural support, including comments on the suitability of the on-site soils for reuse as fill.
- Foundation types and depths, including allowable soil bearing capacity and estimates of foundation settlement.
- Backfilling procedures, including material types and compaction requirements.
- Preparation of the subgrade for exterior bituminous pavements.
- Estimated subgrade R value.
- Pavement section thickness designs.

- Comments on other items which may affect final performance or constructability, such as frost heave and drainage considerations.).

FEES

The scope of services described herein will be performed for a lump sum fee of \$6,650.00. In the event the scope of our services needs to be revised due to unanticipated conditions or for proper evaluation, we will review such adjustments and the associated fees with you and receive your approval before proceeding. Our fees will be in effect until February 28, 2025, after which they will be subjected to review and possible escalation.

Minnesota Department of Health Fees

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

SCHEDULE

Weather permitting; we anticipate drilling operations can begin within about 20 to 25 working days after receiving authorization to proceed. Verbal results of the drilling activities can be obtained shortly after completion of the drilling. We anticipate the geotechnical report can be prepared within about 10 to 15 working days after completion of the field work. We are available to review special schedule needs with you.

However, if private utilities are present onsite and a reliable method of locating them is not approved by the property owner, our schedule may be delayed. Occasionally, variations in the project scope of services occur due to reasons beyond our control such as site access concerns, severe weather delays, issues or complications with private utility clearing, or interfering activities ongoing at the project site. If encountered, these issues may cause unforeseen delays in the drilling schedule. We will inform you of the status of the project schedule, equipment availability, and site-specific considerations as the setup progresses.

ENVIRONMENTAL CONCERNS

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



TERMS AND CONDITIONS

All AET Services are provided subject to the Terms and Conditions set forth in the enclosed “Environmental/Geotechnical Service Agreement—Terms and Conditions,” which, upon acceptance of this proposal, are binding upon you as the Client requesting Services, and your successors, assignees, joint venturers and third-party beneficiaries. Please be advised that additional insured status is granted upon acceptance of the proposal.

ACCEPTANCE

This proposal is presented in electronic (PDF) form; hard copies can be prepared and mailed to your office upon request. AET requests written acceptance of this proposal in the Proposal Acceptance box below, but the following actions shall constitute your acceptance of this proposal together with the Terms and Conditions and Amendments: 1) issuing an authorizing purchase order for any of the Services described above, 2) authorizing AET's presence on site, or 3) written or electronic notification for AET to proceed with any of the Services described in this proposal. Please indicate your acceptance of this proposal by signing below and returning a copy to us. When you accept this proposal, you represent that you are authorized to accept on behalf of the Client.

We have enclosed with this proposal a copy of the “Environmental/Geotechnical Service Agreement – Terms and Conditions.” The terms contained in the attached “Environmental/Geotechnical Service Agreement – Terms and Conditions” are incorporated herein and are an integral part of this contract for professional engineering services.

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

Sincerely,

American Engineering Testing, Inc.

A handwritten signature in blue ink, appearing to read 'Robert J. Olson'.

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

A handwritten signature in blue ink, appearing to read 'K. Beidelman'.

Kevin B. Beidelman
Geologist II
Phone: (763) 244-5413
Email: kbeidelman@teamAET.com

Attachments:
Service Agreement (4 pgs.)
2024 W-9
Sample Certificate of Insurance



Authorized Client Representative:

ACCEPTANCE AND AUTHORIZATION: AET Proposal No. P-0039608

SIGNATURE: _____

PRINTED NAME: _____

COMPANY: _____

ADDRESS: _____

PHONE NUMBER AND EMAIL: _____

DATE: _____

INVOICING INFORMATION (Provide Company AP Department Information, if present.)

AP CONTACT NAME: _____

BILLING/MAILING ADDRESS: _____

AP PHONE NUMBER AND INVOICE EMAIL: _____

P.O. NO./ PROJECT NO.: _____

SECTION 1 - RESPONSIBILITIES

1.1 - This Service Agreement – Terms and Conditions (“terms and conditions”) is applicable to all services (“Services”) provided by American Engineering Testing, Inc. (AET). As used herein “Services” refers to the scope of services described in the proposal submitted by AET to Client. The proposal, these terms and conditions and any appendices attached hereto shall comprise the agreement (“Agreement”) between AET and Client for Services described in the proposal and are binding upon the Client, its successors, assignees, joint ventures and third-party beneficiaries.

AET requests written acceptance of the Agreement, but the following actions shall also constitute Client’s acceptance of the Agreement: 1) issuing an authorizing purchase order, task order, service order, or any other documentation for any of the Services, 2) authorizing AET’s presence on site, or 3) written or electronic notification for AET to proceed with any of the Services. Issuance of a purchase order, task order or service order by Client which contains separate terms and conditions will not take precedence or modify the terms and conditions contained in this Service Agreement AND THE TERMS AND CONDITIONS OF THIS SERVICE AGREEMENT AND ANY CORRESPONDING PROPOSAL ISSUED BY AET SHALL GOVERN UNLESS AUTHORIZED IN WRITING IN ADVANCE BY AET.

1.2 – Prior to AET performing Services, Client will provide AET with all information that may affect the cost, progress, safety and performance of the Services. This includes, but is not limited to, information on proposed and existing construction, all pertinent sections of contracts between Client and their Client and/or Owner which contain flow-down provisions to AET, if they are provided, site safety plans or other documents which may control or affect AET’s Services. If new information becomes available during AET’s Services, Client will provide such information to AET in a timely manner. Failure of Client to timely notify AET of changes to the project including, but not limited to, location, elevation, loading, or configuration of the structure or improvement will constitute a release of any liability or indemnity obligations of AET for loss or damages related to such changes. Client will provide a representative for timely answers to project-related questions by AET.

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

1.4 – Client acknowledges the limitations inherent in sampling to characterize buried subsurface conditions. Variations in soil conditions occur between and beyond sampled/tested locations. The passage of time, natural occurrences and direct or indirect human activities at the site or distant from it may alter the actual conditions. Client assumes all risks associated with such variations in soil and subsurface conditions.

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

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

1.7 – Pricing in the proposal assumes use of these terms and conditions. AET reserves the right to amend pricing if Client requests modifications to the Agreement or use of Client’s alternate contract format. Any contract amendments made after Client has authorized the Services shall be applicable only to Services performed after the effective date of such amendment. The proposal and these terms and conditions, including terms of payment, shall apply to all Services performed prior to the effective date of such amendment.

1.8 - The AET proposal accompanying these terms and conditions is valid for thirty (30) days after the proposal issuance date to the Client. Any attempt to authorize Services after the expiration date is subject to AET’s right to revise the proposal as necessary.

SECTION 2 - SITE ACCESS AND RESTORATION

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

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

SECTION 3 - UNDERGROUND UTILITIES AND STRUCTURES (FACILITIES)

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

3.2 - Client will mark or cause to be marked the location of all other Facilities that service or are located on the site. AET shall be entitled to rely upon the accuracy of all location information supplied by any source.

3.3 - Client acknowledges that location data may be incorrect or that some Facilities may not be capable of location and Client fully accepts this risk and waives any claims against AET for incorrect locations or Facilities incapable of location.

3.4 - Client shall hold harmless, indemnify and defend AET from all claims, damages, losses, fines, penalties and expenses (including attorney’s fees) arising out of or related to the following: a) Facilities that are not shown or vary from the locations shown on any plans or drawings, b) Facilities that are not located by or vary from the locations marked by Client, governmental or quasi-governmental locator programs, or private utility locating services, or c) any other Facilities that are not disclosed or vary from locations provided by the Client. The obligation to defend AET shall be independent of the obligation to indemnify and hold harmless AET and shall be with independent counsel acceptable to AET.

SECTION 4 - CONTAMINATION

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

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

SECTION 5 - SAFETY

5.1 - Client shall inform AET of any known or suspected hazardous materials or unsafe conditions at the site. If, during the course of AET's Services, such materials or conditions are discovered, AET reserves the right to take measures to protect AET personnel and equipment or to immediately terminate Services. Client shall be responsible for payment of such additional protection costs.

5.2 - AET shall only be responsible for safety of AET employees at the site; the safety of all others shall be Client's or other persons' responsibility.

SECTION 6 – SAMPLES

6.1 - Client shall inform AET of any known or suspected hazardous materials prior to submittal to AET. All samples obtained by or submitted to AET remain the property of the Client during and after the Services. Any known or suspected hazardous material samples will be returned to the Client at AET's discretion.

6.2 - Non-hazardous samples will be held for thirty (30) days and then discarded unless, within thirty (30) days of the report date, the Client requests in writing that AET store or ship the samples. Storage and shipping costs shall be borne solely by Client.

SECTION 7 - PROJECT RECORDS

The original project records prepared by AET will remain the property of AET. AET shall retain these original records for a minimum of three years following submission of the report, during which period the project records can be made available to Client at AET's office at reasonable times.

SECTION 8 - STANDARD OF CARE

AET performs its Services consistent with the level of care and skill normally performed by other firms in the profession at the time of this service and in this geographic area, under similar budgetary constraints.

SECTION 9 - INSURANCE

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

9.1 –

Workers' Compensation Employer's Liability	Statutory Limits \$100,000 each accident \$500,000 disease policy limit \$100,000 disease each employee
Commercial General Liability	\$1,000,000 each occurrence \$1,000,000 aggregate
Automobile Liability	\$1,000,000 each accident
Professional/Pollution Liability Insurance	\$1,000,000 per claim \$1,000,000 aggregate

9.2 - Commercial General Liability insurance will include coverage for Products/Completed Operations extending one (1) year after completion of AET's Services as outlined in our proposal, Property Damage, Personal Injury, and Contractual Liability coverage applicable to AET's indemnity obligations under this Agreement.

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

9.4 - Professional/Pollution Liability Insurance is written on a claims-made basis and coverage will be maintained for one (1) year after completion of AET's Services as outlined in our proposal. Renewal policies during this period shall maintain the same retroactive date.

9.5 - To the extent permitted by applicable state law, and upon Client's signing of the proposal, which includes these Terms and Conditions, and return of the same to AET, or Client provided forms of acceptance as defined in Section 1.1; Client and Owner shall be named an "additional insured" on AET's Commercial General Liability Policy (Form CG D4 14, which includes blanket coverage for the Additional Insured on a Primary and Non-Contributory basis). Client and Owner shall also be named an "additional insured" on a Primary and Non-contributory basis on AET's Automobile Liability Policy (Form CA T4 74). Any other endorsement, coverage or policy requirement may result in additional charges.

9.6 - AET will maintain insurance coverage required by this Agreement at its sole expense, provided such insurance is reasonably available, with insurance carriers licensed to do business in the state in which the project is located and having a current A.M. Best rating of no less than A minus (A-). Such insurance shall provide for thirty (30) days prior written notice to Client for notice of cancellation or material limitations for the policy or ten (10) days' notice for non-payment of premium.

9.7 - AET reserves the right to charge Client for AET's costs for additional coverage requirements unknown on the date of the proposal, e.g., coverage limits or policy modification including waiver of subrogation, additional insured endorsements and other project specific requirements.

SECTION 10 - DELAYS

If delays to AET's Services are caused by Client or Owner, other parties, strikes, natural causes, pandemic, weather, or other items beyond AET's control, a reasonable time extension for performance of the Services shall be granted, and AET shall receive an equitable fee adjustment.

SECTION 11 - PAYMENT, INTEREST, AND BREACH

11.1 - Invoices are due net thirty (30) days from the date of receipt of an undisputed invoice. Invoices will be paid without reductions for bond or retention. Client will inform AET of invoice questions or disagreements within fifteen (15) days of invoice date; unless so informed, invoices are deemed correct.

11.2 - Invoices remaining unpaid for sixty (60) days shall constitute a material breach of this Agreement, permitting AET, in its sole discretion and without limiting any other legal or equitable remedies for such breach, to terminate performance of this Agreement and be relieved of any associated duties to the Client or other persons. Further, AET may withhold from Client data and reports in AET's possession. If Client fails to cure such breach, all reports associated with the unpaid invoices shall immediately upon demand be returned to AET and Client may neither use nor rely upon such reports or the Services.

11.3 - AET reserves the right to pursue any unpaid invoice utilizing available remedies at law. AET explicitly reserves its Mechanic Lien or Bond Claim rights for nonpayment of an undisputed invoice. Client is responsible for paying AET expenses and attorney fees related to collection of past due invoices.

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

SECTION 12 - CHANGE ORDERS

AET's proposal associated with this project may provide an estimated cost for the work. If the proposal amount is a time and material estimate, or if changes occur affecting the project scope, estimated quantities, project schedule or other unforeseen conditions, AET will communicate with Client request a change order. However, nothing in this agreement shall be construed in any way as a waiver of payment by Client to AET for Services authorized under this agreement. Approval of a change order may be in writing, by electronic communication, or any directive for additional Services.

SECTION 13 - MEDIATION

13.1 - Except for enforcement of AET's rights to payment for Services rendered or to assert and/or enforce its lien rights, including without limitation assertion and enforcement of mechanic's lien rights and foreclosure of the same, Client and AET agree that any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party; provided however that if either party fails to respond to a request for mediation within sixty (60) days, the party requesting mediation may without further notice, proceed to arbitration or the institution of legal or equitable proceedings.

13.2 - Mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. Request for mediation shall be in writing and the parties shall share the mediator's fee and any filing fees equally and each party shall pay their own legal fees. The mediator shall be acceptable to both parties and shall have experience in commercial construction matters.

SECTION 14 - LITIGATION REIMBURSEMENT

Except for matters relating to non-payment of fees, which is governed by Section 11 hereof, payment of attorney's fees and costs associated with lawsuits or arbitration of disputes between AET and Client, which are dismissed or are judged substantially in either party's favor, shall be paid by the non-prevailing party. Applicable costs include, but are not limited to, attorney and expert witness fees, court costs, and other direct costs.

SECTION 15 - MUTUAL INDEMNIFICATION

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

15.2 - Client agrees to indemnify AET from and against damages and costs to the extent caused by the intentional acts or negligence of the Client, Owner, Client's contractors and subcontractors or other third parties.

15.3 - If Client has an indemnity agreement with other persons or entities relating to the project for which AET's Services are performed, the Client shall include AET as an additional Insured.

15.4 - AET's indemnification to the Client, including any indemnity required or implied by law, is limited solely to losses or damages caused by its failure to meet the standard of care and only to the extent of its negligence.

SECTION 16 - NON-SOLICITATION

Each party to this Agreement (a "Party") agrees that it will not encourage, induce, or actively solicit any employee of the other party to leave their employment for any reason, provided that neither Party is precluded from (a) hiring any such employee who has been terminated by a Party or its subsidiaries prior to commencement of employment discussions between a Party and such employee, or (b) soliciting any such employee by means of a general advertisement or through an employment agency that does not specifically pursue the employee, or (c) hiring employees or former employees of the other Party who contact the Party on its own accord. This Non-Solicitation provision shall be effective and enforceable for six (6) months following termination of this Agreement.

SECTION 17 - MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

Except as specifically set forth herein and to the extent permitted by applicable law, Client and AET waive against each other, and each other's officers, directors, members, subcontractor, agents, assigns, successors, partners, and employees any and all claims for or entitlement to special, incidental, indirect, punitive, or consequential damages arising out of, resulting from, or in any way related to the Services provided by AET under this Agreement. This mutual waiver of consequential damages includes, but is not limited to, the following: loss of profits; loss of revenue; rental costs/expenses incurred; loss of income; loss of use of property, equipment, materials or services; loss of opportunity; loss of rent; loss of good will; loss of financing; loss of credit; diminution of value; loss of business and reputation; loss of management or employee productivity or the services of such persons; increased financing costs; cost of substitute facilities; cost of substitute goods/property/equipment; cost of substitute services; and/or cost of capital.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement in accordance with the provisions of the Agreement and related documents and shall survive any such termination.

SECTION 18 - LIMITATION OF LIABILITY

To the fullest extent permitted by applicable law, the total aggregate liability of AET and its officers, directors, partners, employees, subcontractors, agents, and sub-consultants, to Client and/or Client's employees, officers, directors, members, agents, assigns, successors, or partners, or anyone claiming through Client, for any and all injuries, damages, claims, losses, or expenses (including attorney's fees and costs) arising out of, resulting from or in any way related to Services provided by AET from any cause or causes, including, but not limited to, its negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation in excess of costs received by AET for Services or \$50,000, whichever is less. The limitation of liability set forth herein does not apply to claims arising solely out of or related to the willful or intentional acts of AET.

SECTION 19 - POSTING OF NOTICES ON EMPLOYEE RIGHTS

Effective June 21, 2010, prime contracts with a value of \$100,000 or more and signed by federal contractors on projects with any agency of the United States government must comply with 29 CFR Part 471, which requires physical posting of a notice to employees of their rights under Federal labor laws. The required notice may be found at 29 Code of Federal Regulations Part 471, Appendix A to Subpart A. The regulation also has a "flow-down" requirement for subcontractors under the prime agreement for subcontracts with a value of \$10,000 or more. AET requires strict compliance of its subcontractors working on federal contracts subject to this regulation. The regulation has specific requirements for location of posting and language(s) for the poster.

SECTION 20 - TERMINATION

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

SECTION 21 - SEVERABILITY

Any provisions of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, Client and AET will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.

SECTION 22 - GOVERNING LAW

This Agreement shall be construed in accordance with the Laws of the State of Minnesota without regard to its conflicts of law provisions.

SECTION 23 - ENTIRE AGREEMENT

This Agreement, including these terms and conditions and attached proposal and appendices, is the entire agreement between AET and Client. Regardless of method of acceptance of this Agreement by the Client, this Agreement supersedes any written or oral agreements, including purchase/work orders or other Client agreements submitted to AET after the start of our Services. Any modifications to this Agreement must be mutually acceptable to both parties and accepted in writing. No considerations will be given to revisions to AET's terms and conditions or alternate contract format submitted by the Client as a condition for payment of AET's accrued Services.

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

AMERICAN ENGINEERING TESTING, INC.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

550 CLEVELAND AVENUE NORTH

6 City, state, and ZIP code

ST. PAUL, MN 55114

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

4 1 - 0 9 7 7 5 2 1

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person

Date ►

1/1/24

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



AMERCON-12

KREYNOLDS1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/11/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 20443386

HUB International Great Plains, LLC
245 E. Roselawn Avenue
Suite 31
Saint Paul, MN 55117-1940

CONTACT NAME: Ann Ross

PHONE
(A/C, No, Ext): (651) 288-5137FAX
(A/C, No): (651) 286-0560E-MAIL
ADDRESS: ann.ross@hubinternational.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURED

AMERICAN CONSULTING SERVICES INC
AMERICAN ENGINEERING TESTING INC
AMERICAN PETROGRAPHIC SERVICES INC
550 CLEVELAND AVE N
ST PAUL, MN 55114-1804

INSURER A: The Phoenix Insurance Company 25623

INSURER B: The Travelers Indemnity Company of America 25666

INSURER C: Travelers Property Casualty Company of America 25674

INSURER D: Charter Oak Fire Insurance Company 25615

INSURER E: Continental Casualty Company 20443

INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:			P630539K8896PHX24	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			8102L6457122443G	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB CLAIMS-MADE DED ☒ RETENTION \$ 0			CUP3K2260092443	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB9H9151012443G	1/1/2024	1/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	PROF/POLL LIABILITY			ECH254066939	1/1/2024	1/1/2025	EACH CLAIM 10,000,000
E	RETRO: 070287			ECH254066939	1/1/2024	1/1/2025	AGGREGATE 15,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RENEWALS: contracts@teamAET.com

ILLUSTRATION ONLY

CERTIFICATE HOLDER

CANCELLATION

ILLUSTRATION CERTIFICATE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



STAFF REPORT

Meeting Date: January 14, 2025

ROGERS CITY COUNCIL

Agenda Item: 7.3

Subject: Consideration of a Preliminary Plat, Site Plan, and Conditional Use Permit for the Northdale Blvd Light Industrial Development

Prepared By: Brett Angell, Community Development Director

Recommended Council Action

Motion to approve Resolution 2024-123 granting approval of the preliminary plat and site plan for the Northdale Blvd Light Industrial development.

Motion to approve Resolution 2024-124 approving or denying a conditional use permit to allow for outdoor storage of materials at the Northdale Light Industrial Development.

Draft resolutions for either approving or denying the CUP request are included in this packet.

Overview / Background / Analysis

CP West, LLC ("Developer") has submitted applications for preliminary plat, final plat, site plan, and conditional use permit related to a proposed development consisting of three office/industrial buildings with a combined total of 557,000 square feet on a 45.37 acre parcel (PID 1112023210002). The subject property is at the north end of Northdale Blvd and is currently undeveloped.

Development Background

In 2023, the developer submitted a concept plan for the proposed development which was reviewed by the City Council. The proposed site plan as submitted for this consideration is aligned with what was proposed at the conceptual stage. Along with the concept plan review with the city, the developer hosted a neighborhood meeting with interested parties from the adjacent neighborhood. Extensive communication has taken place between neighborhood representatives, city staff, and the developer throughout, with public feedback received primarily pertained to noise, screening, and traffic.

Following the concept plan review, an Environmental Assessment Worksheet (EAW), was completed and approved by the council following regulatory review. The EAW reviews the proposed development plans for impacts related to the development. An Environmental Impact Statement was not required.

This item (preliminary plat, site plan, and conditional use permit request) was originally discussed briefly at the September 9th Planning Commission meeting and was tabled to allow for more time to incorporate changes based on plan review comments. The

item was continued at the December 2nd Planning Commission meeting with details related to the meeting found later in this report. Following the Planning Commission meeting, a virtual neighborhood meeting was held on December 30th. Details related to this meeting can be found further in this report.

Land Use & Zoning

As described above, CP West, LLC is proposing a three-building light industrial development on a 45.37 acre parcel on the north end of the city abutting the Crow River. The property is zoned and Regional Employment Center (RC) and is guided as Mixed-Use Regional in the 2040 Comprehensive Plan. The 2040 Comprehensive Plan defines this guidance to be a mixed-use district which may include uses such as commercial, office, light industry, institutional, and limited mid-to-high density residential. This zoning and guidance is located primarily north of I-94 and along the TH101 corridor as a means to guide increased intensity of development along the corridor. The proposed development is consistent with the zoning and guidance of the property as a light industrial use.

Adjacent uses to the proposed development location include a warehouse/light industrial development to the south (Highway 101 Distribution Center), Highway 101 to the east, the Crow River and the City of St. Michael to the north, and larger lot single-family residential to the west.

Plat Standards

The subject property is currently one parcel of record which is proposed to be platted into three separate parcels, one parcel corresponding to each building. The proposed plat is named Northdale Addition. The proposed plat creates Lot 1 at 13.80 acres, Lot 2 at 18.31 acres, and Lot 3 at 13.26 acres. Per City Code, there are no specific lot standards within the corridor area pertaining to size and width.

Development Overview

The proposed development includes three buildings which total 557,000 square feet. Building A is proposed at 234,000 square feet and would face to the west. Building B is proposed at 208,000 square feet and would face to the east. Building C is proposed at 115,000 square feet and is to the north of Building B and would also face to the east. The buildings are situated to face outward on the site so the fronts of the buildings would face to the east and the west while the proposed storage area and loading docks would face internally. Primary access would be served from the south on Northdale Blvd and all three buildings/lots would be interconnected via drive lanes. Additional details related to the proposed development site plan can be found below.

Setbacks

Per the Regional Center (RC) zoning district guidelines, a minimum of 70 ft building setback would be required from Highway 101, 50 ft setback from the single family residential to the west, and 30 ft from the south. Additionally, all parking areas must meet a minimum of a 10 ft setback. The proposed development exceeds all setback requirements.

Grading & Stormwater

The proposed grading plans show a building foundation elevation at 888' and an elevation at the edge of the parking lot of 887' for Building A. A building elevation of 882' for Building B, and a building elevation of 880' for Building C. To achieve these grades, the proposed development would seek to lower the existing grades on the southwest portion of the site to raise the northwest portion. The middle portion of the site would be lowered and the eastern portion raised. The proposed grading plans seek to limit the potential amount of grading closest to the Crow River. The developer intends to limit the impacts to the bluff area and provide additional stabilization to the bluff/bank area.

The proposed development includes two infiltration basins on the north end of the property. The proposed infiltration basins would be connected via pipes and would accommodate the proposed development and provide a filtration of stormwater before it reaches the Crow River, thereby reducing contaminant flow into the river.

Building Height

Per City Code 125-58, buildings heights have a maximum height of 60 ft within the corridor area for non-residential uses. The proposed buildings have a maximum building height of 40 ft from ground level. All the buildings are proposed to have 32 ft clear heights (internal height from the foundation/floor to the beams. The proposed height is what is commonly seen in similar types of products built recently and is consistent with what is seen in the development to the south of the subject property.

Access

The primary access for the proposed development would be served off of Northdale Blvd on the south end of the property. Northdale Blvd is currently stubbed and is a dead end at this location. The development would add an internal emergency vehicle turnaround at this location and the site would be internally served by private drive lanes. Any vehicular traffic (pedestrian or trailer) would utilize Northdale Blvd. The proposed turnaround would see a slight curve to the east to accommodate the creation of a driveway to the city's pump house adjacent to the turnaround.

Per staff review and comments, a secondary emergency vehicle only access would be required. The developer has included a proposed location for an emergency access onto Highway 101 which would be located in between Buildings B & C. The proposed location is subject to the final review and approval by MnDOT. Upon approval and installation of the proposed emergency access, the existing emergency access to the south at 147th Avenue would be removed. The emergency access would be restricted to emergency vehicles only and would have a gate or bollards to restrict any non-emergency vehicle traffic. The emergency access has the ability to be on the west side of the property but per staff direction to limit and impacts to the adjacent residential, the emergency access was request to be on the east side.

Parking

The proposed development includes a total of 478 parking spaces across the three lots as well as an additional 103 parking stalls as proof of parking for a total of 581 stalls. This further breaks down to 262 stalls for Building A (both built and proof stalls), 190 stalls for Building B, and 129 stalls for Building C. The total number of stalls includes 19 ADA stalls which are located at entrance points for each of the buildings. Per City Code 125-86 requirements, 1 stall per 1,500 square feet of floor area is required for manufacturing. This equates to 371 stalls per the buildings combined square footage. Additionally, the proposed development includes 29 stalls for trailer parking (not including loading dock spaces). City Code does not have specific requirements for a required number of trailer parking spaces.

Landscaping/Buffering

The developer has provided a tree inventory, tree preservation plan, tree removal plan, and landscaping plan as part of their submission. Per the removals and preservation plan, the developer would be seeking to preserve as many trees as possible on the north and west sides of the property. The primary area for tree removal is in the center of the site where there are currently two rows of trees.

Per the proposed landscape plans, the developer is proposing to plant an additional 49 deciduous trees and 96 conifers. The location of the proposed tree plantings is primarily on the western side of the property. Most of the trees that are proposed would occur on the western side of the property to fill in any gaps in the existing tree line abutting the residential area. Shrubs and other landscaping features would be throughout the site and all landscaped areas would be irrigated.

The existing berm on the west side of the property would be maintained primarily as-is in an effort to retain the mature trees. The berm has a high point on the south end of the property of approximately 12-13' in height. On the north end, due to elevation changes, the area grades up to the parking lot/building pad. City Code sections 125-67 and 125-83 requires a buffer strip and screening. A buffer is defined as a strip of land intended to create physical separation. This is traditionally done through increased setbacks, as is proposed with this development. Screening refers to the use of berms, fences, landscaping, or other landscaped features used in combination or singularly so as to block direct visual access to an object throughout the year. Screening as defined in the code may consist of landscape planting and/or a berm and must be at least five feet in height. The proposed buffer as proposed meets code requirements.

Following the Planning Commission meeting, the developer re-did much of the landscaping to push more conifers to the western boundary. The developer also included some shrubs in areas of existing trees along this boundary. The developer has provided an exhibit further summarizing the screening from the adjacent single-family residential. This exhibit was provided to the adjacent neighbors and discussed via a virtual neighborhood meeting. A copy of the exhibit is attached to this item.

Lighting

A photometric plan was provided by the applicant. The proposed lighting plan includes downcast LED lighting for both the freestanding pole lights and building lights. Per the photometric plans, there would not be a spillover lighting impact on any adjacent properties. The photometric plan is attached.

Lighting is an area of concern for the adjacent residential neighbors. This topic was discussed at the virtual neighborhood meeting. Following this meeting, the developer proposed to reduce the height of the parking lot light poles from 30 feet in height to 17 feet in height along the western boundary. Additionally, the wall mounted downcast lighting on the building was reduced from 28 feet to 20 feet in height on the building.

Architecture

The proposed architecture for the building includes a facade of primarily painted precast paneling in different shades of gray with more prominent entrance points that are a mix of precast paneling and metal coping. Windows and curtain walls would be located at the entrance points of the building. Building signage would go above the entrance points and would require a sign permit, separate from this application. The proposed architecture also calls for minor variations to the roofline to go with color changes and bump-outs along the building to help break up the massing of the buildings. Prospective renderings are attached.

Staging

The developer is currently anticipating beginning construction in the spring of 2025 pending approval. Construction would include Buildings A and B to begin with and Building C would come at a future date, likely following completion and leasing of Buildings A and B. Currently, these buildings would be built on a speculative nature. No tenant(s) have been identified for the buildings to date.

Shoreland Overlay and Bluff Area

The Subject Property abuts the Crow River on the north end of the site. As such, there are components related to the development that must comply with the City's existing Shoreland Ordinance. Pertaining to rivers, there is a 300' overlay area which must be taken into account from the ordinary high water level (OHL). From this mark, the development is under the allowable impervious surface requirements. The proposed development meets the requirements of the Shoreland Ordinance. Additionally, there is a defined bluff area along the river. The developer, staff, and the DNR have discussed the development and the proposed development should aid in the stabilization of the bluff from future erosion. An exhibit depicted the overlay area and bluff zone is attached to this memorandum.

Conditional Use Permit Request

The proposed conditional use permit (CUP) request pertains to the area in the middle of the site, between Buildings A & B, being utilized as exterior storage. The developer is currently proposing a total exterior storage area of up to 96,240 square feet in the center of the site. The proposed storage area is a maximum amount for the site as it may not

all be needed by the future tenants. In the event that some of the exterior storage area is not needed, the area would be shrunk and those areas would be utilized for trailer parking. Per City Code section 125-84 Accessory Use Standards, exterior storage requires a CUP and must meet the regulations as defined in code. This includes being limited to no more than 20% of the building area, not exceeding 8 feet in height, being fenced, and being on a paved surface.

The proposed outdoor storage of 96,240 square feet is the equivalent of 17% of the combined building size. The storage area is proposed to be fenced in and on a paved surface. Per Fire Department regulations, a knox box gate or other acceptable means for the Fire Department to access the area shall be required.

EAW Review

An Environmental Assessment Worksheet (EAW) was completed for the proposed development. The EAW included a 30-day public and regulatory comment period which included publishing in the paper, putting the document on the city website, and sending the document to each required regulatory agency. Following the review period, the EAW went before the City Council on February 26, 2024, which made the decision an Environmental Impact Statement (EIS) was not warranted.

An EAW is a document which lays out the facts of a proposed project to determine if there will be significant environmental impacts. An EAW is not meant to approve or deny a project but rather act as a source of information to guide other approvals or permitting decisions. If significant environmental impacts are identified within an EAW, typically an EIS is completed. EAWs compile information related to grading, stormwater, tree removal, protected species, noise, odor, and traffic to determine impacts. The EAW did not identify areas of concern with the proposed development as all applicable regulatory rules must be followed. The EAW can be viewed on the city website at www.rogersmn.gov/planning-publications.

Planning Commission Review

A public hearing was held and these requests were reviewed at the December 2nd, 2024 Planning Commission meeting. At the meeting, a few neighbors from the adjacent neighborhood to the west spoke and shared comments and concerns related to the proposed buffering between the development and residential neighborhood and lighting. A majority of the conversation related to this item pertained to the western property line buffering and any impacts to the adjacent single-family residential. The Commission also spoke at length related to the CUP request with concerns of approving said request prior to knowing the tenants or the exact materials that would be stored at this location.

Ultimately, the Commission unanimously recommended approval of the proposed preliminary plat and site plan with the request and comment that additional examination and consideration be made for the screening/buffering on the west side of the property between the point of the Planning Commission meeting and the City Council meeting. The Commission also recommended denial of the proposed CUP request due to not

having enough information on what materials would be stored within the defined exterior storage area. The Commission did note they were generally fine with the placement, parameters, and conditions related to the exterior storage area but had a preference to see a new request once the materials were defined.

Post-Planning Commission Meeting and Changes

Following the Planning Commission meeting, city staff met with the developer to explore options related to increased screening or buffering options on the west side of the property. Expanding or adding height to the berm was explored but deemed not to be feasible due to the how much distance it would require for sloping as well as potential impacts to the drainage plans. Through these conversations and based on feedback received at the Planning Commission, the developer proposed greatly increasing the number of trees planted on the west side of the property to 57 new deciduous.

On Monday, December 30th, a virtual neighborhood meeting was held with representatives of the adjacent neighborhood to discuss the proposed alterations to the landscaping and receive any additional concerns. Primary points of discussion included the landscaping proposals, sight lines, lighting, and signage on the building. The request of the neighbors were to explore using larger trees at the time of planting, adding some screening at the bottom of the existing trees (i.e. new trees or shrubs), reducing the height of the light poles and ensuring the bulbs aren't visible, and a request signage is not illuminated. A copy of the notes from this meeting are attached to this memorandum.

Staff Recommendation

Staff and the Planning Commission recommend the approval of Resolution 2024-123 granting approval of the preliminary plat and site plan for the Northdale Blvd Light Industrial development, subject to the conditions listed in the resolution.

The Planning Commission recommended denial of the Conditional Use Permit request due to not enough information on what is being stored outdoor. The City Council has the ability to decide to approve or deny the Conditional Use Permit request. Two resolutions are included for consideration. One of the resolutions would approve the request for the CUP. The other draft resolution would deny the request per Planning Commission recommendation.

Financial Impact: Not Applicable.

Source Fund: Not Applicable.

Budgeted? N/A

Supporting Documentation

- A. Resolution No. 2024-123 Northdale Site Plan and Preliminary Plat
- B. Resolution No. 2024-124 Denying CUP for Exterior Storage at the Northdale Blvd Light Industrial Development

- C. Resolution No. 2024-124 Approving CUP Exterior Storage at the Northdale Light Industrial Development
- D. 12/30/24 Neighborhood Meeting Notes
- E. Applicant Narrative
- F. Location Map
- G. Northdale Light Industrial Civil Plans
- H. Architectural Renderings
- I. Lighting Plan
- J. Raspberry Drive Screening Exhibit
- K. Shoreland Maps

RESOLUTION NO. 2024 - 123

**A RESOLUTION GRANTING APPROVAL OF THE
PRELIMINARY PLAT AND SITE PLAN FOR
THE NORTHDAL BLVD LIGHT INDUSTRIAL DEVELOPMENT**

WHEREAS, CP West, LLC (“Applicant”) has submitted applications to the City of Rogers (“City”) requesting approval of a Preliminary Plat and Site Plan for a three-building light industrial development totaling 557,000 square feet (“Development”) for the parcel at with the PID 11-120-23-21-0002 and legally described on Exhibit A (the “Subject Property/Property”); and,

WHEREAS, the Applicant is proposing to subdivide the subject property into three parcels as shown in Exhibit B; and,

WHEREAS, the Applicant is proposing to construct three buildings totaling 557,000 square feet comprised of Building A at 234,000 square feet, Building B at 208,000 square feet, and Building C at 115,000 square feet and related site improvements as depicted in Exhibit C; and

WHEREAS, the Subject Property contains approximately 45.53 acres is zoned as RC – Regional Employment Center and is guided at Regional Mixed-Use; and

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

WHEREAS, pursuant to Minnesota Statute §462.357 the Planning Commission (“Commission”) conducted a public hearing to receive public comment on the proposed Plat on September 9th, 2024 and the item was subsequently tabled and the public hearing was continued on December 2nd, 2024; and

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

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

WHEREAS, following the Hearing, the Commission recommended approval of the proposed Northdale Blvd Light Industrial preliminary plat and site plan.

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF ROGERS, MINNESOTA, that the Preliminary Plat and Site Plan for Rogers County Road No. 81 is hereby approved subject to the following conditions:

1. The preliminary plat and site plan shall meet the requirements of the City Engineers, and City Planner reviews and subsequent reviews of any revised preliminary plat and site plan to the satisfaction of the City.
2. Preliminary plat and site plan are subject to the review, comments, and approval by the Minnesota Department of Natural Resources and Elm Creek Watershed District.

3. Approval by the Minnesota Department of Transportation (MnDOT) for the construction of a new emergency access onto Highway 101.
4. All comments by the City Engineer shall be adequately address prior to Final Plat consideration by the city. This includes comments corresponding to revisions related to the city pump house, stormwater, utilities, and/or grading.
5. The proposed final plat shall be amended to include Lot 3, Block 1 as an outlot. Said third building shall be subject to future platting requirements and separate subdivision agreement.
6. All conifer trees planted on the western property line of the Subject Property shall be a minimum on eight (8) feet in height at the time of planting.
7. All signage shall be subject to a separate review and approval by the City. Any building signage on the western side of Building A shall only include downcast lighting or it may be backlit lighting only if said backlit lighting is controlled to not be lit between the hours of 10:00 PM through 5:00 AM.

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 14th day of January, 2024.

Shannon Klick, Mayor

ATTEST:

Stacie Brown, City Clerk

EXHIBIT A

LEGAL DESCRIPTION

Existing Legal Description

That part of the Southeast Quarter of the Southwest Quarter of Section 2, Township 120, Range 23, lying South of the Crow River.

Also

That part of the East Half of the Northwest Quarter of Section 11, Township 120, Range 23 lying North of the South 1458.75 feet and West of the westerly right-of-way of State Highway No. 101. Excepting therefrom that part of Tracts A and B described below:

Tract A:

That part of the Southeast Quarter of the Southwest Quarter of Section 2, Township 120 North, Range 23 West, Hennepin County, Minnesota, lying south of the Crow River and westerly of the westerly right of way line of Trunk Highway No. 101 as now located and established;

Tract B:

That part of the Northeast Quarter of the Northwest Quarter of Section 11, Township 120 North, Range 23 West, Hennepin County, Minnesota, lying north of the south 1458.75 feet of the East Half of the Northwest Quarter of said Section 11, and west of the westerly right of way line of Trunk Highway No. 101 as now located and established; which lies westerly of the westerly boundary of Minnesota Department of Transportation Right of Way Plat No. 27-61 as the same is on file and of record in the office of the County Recorder in and for said County and easterly of Line 1 described below:

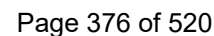
Line 1:

Commencing at the intersection of the south line of said Section 2 with the westerly boundary of said Plat No. 27-61; thence southerly on an assumed azimuth of 180 degrees 02 minutes 32 seconds along said westerly plat boundary for 382.00 feet to the point of beginning of Line 1 to be described; thence on an azimuth of 356 degrees 56 minutes 21 seconds for 831.22 feet; thence on an azimuth of 270 degrees 02 minutes 33 seconds for 50.00 feet; thence on an azimuth of 00 degrees 02 minutes 33 seconds for 367.02 feet, more or less, to the shore line of the Crow River and there terminating.

(All Abstract Property)

[illegible]

SITE PLAN



**CITY OF ROGERS
RESOLUTION NO. 2024-124**

**A RESOLUTION DENYING A CONDITIONAL USE PERMIT TO ALLOW THE
OUTDOOR STORAGE OF MATERIALS AT THE NORTHDAL LIGHT
INDUSTRIAL DEVELOPMENT AT PID 11-120-23-21-0002**

WHEREAS, CP West, LLC (“Applicant”) submitted a request for approval of a Conditional Use Permit (“CUP”) to allow the outdoor storage of materials on a designated section of the property, located at PID 11-120-23-21-0002 (“Subject Property”), as legally described in Exhibit A; and,

WHEREAS, the Subject Property is approximately 45.53 acres and guided as Regional Mixed Used, per the Rogers 2040 Comprehensive Plan, and zoned Regional Employment Center (RC); and,

WHEREAS, the Applicant is requesting approval for a portion of the development site to be allocated towards exterior storage of materials and goods corresponding to the future tenants of the building; and,

WHEREAS, the outdoor storage of materials is defined as a conditional use in the RC zoning district [§125-50 Table 4]; and,

WHEREAS, the Planning Commission (“Commission”) considered the CUP request based on the current zoning regulations and the Comprehensive Plan designation; and,

WHEREAS, pursuant to Minnesota Statue §462.357 the Commission held a Public Hearing (“Hearing”) on September 9th, 2024 and continued the hearing to December 2nd, 2024, to consider and receive public comment on said request for the outdoor storage of materials; and

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

WHEREAS, verbal comment was received and entered into the record; and,

WHEREAS, following the Hearing the Commission recommended denial of the said request for the outdoor storage of materials based on the following findings:

1. The outdoor storage of materials does not meet the standards as regulated by section 125-84 (e)(7) due to the missing information of what type of material would be.
2. The applicant may resubmit the CUP request once tenants and exact information of the types of materials being stored and sizing are identified for future Planning Commission review and City Council action.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROGERS, MINNESOTA, the CUP request from CP West, LLC is hereby denied for the ability to have outdoor storage materials on the Subject Property.

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 passes and adopted, and was signed by the Mayor, and attested by the Clerk dated 14th day of January, 2025.

Shannon Klick, Mayor

ATTEST:

Stacie Brown, City Clerk

EXHIBIT A

LEGAL DESCRIPTION

Lot 1, Block 1, Northdale Addition, Hennepin County, Minnesota

AND

Lot 2, Block 1, Northdale Addition, Hennepin County, Minnesota

**CITY OF ROGERS
RESOLUTION NO. 2024-124**

**A RESOLUTION APPROVING A CONDITIONAL USE PERMIT TO ALLOW THE
OUTDOOR STORAGE OF MATERIALS AT THE NORTHDAL LIGHT
INDUSTRIAL DEVELOPMENT AT PID 11-120-23-21-0002**

WHEREAS, CP West, LLC (“Applicant”) submitted a request for approval of a Conditional Use Permit (“CUP”) to allow the outdoor storage of materials on a designated section of the property, located at PID 11-120-23-21-0002 (“Subject Property”), as legally described in Exhibit A; and,

WHEREAS, the Subject Property is approximately 45.53 acres and guided as Regional Mixed Used, per the Rogers 2040 Comprehensive Plan, and zoned Regional Employment Center (RC); and,

WHEREAS, the Applicant is requesting approval for a portion of the development site to be allocated towards exterior storage of materials and goods corresponding to the future tenants of the building; and,

WHEREAS, the outdoor storage of materials is defined as a conditional use in the RC zoning district [§125-50 Table 4]; and,

WHEREAS, the Planning Commission (“Commission”) considered the CUP request based on the current zoning regulations and the Comprehensive Plan designation; and,

WHEREAS, pursuant to Minnesota Statute §462.357 the Commission held a Public Hearing (“Hearing”) on September 9th, 2024 and continued the hearing to December 2nd, 2024, to consider and receive public comment on said request for the outdoor storage of materials; and

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

WHEREAS, verbal comment was received and entered into the record; and,

WHEREAS, following the Hearing the Commission recommended denial of the said request for the outdoor storage of materials based on the following findings:

1. The outdoor storage of materials does not meet the standards as regulated by section 125-84 (e)(7) due to the missing information of what type of material would be.
2. The applicant may resubmit the CUP request once tenants and exact information of the types of materials being stored and sizing are identified for future Planning Commission review and City Council action.

WHEREAS, the City Council considered the request and determined the request is consistent with the performance standards and requirements defined in City Code Section 125-24(c) pertaining to conditional uses and Section 125-84(e)(7) pertaining to outdoor storage.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROGERS, MINNESOTA, the CUP request from CP West, LLC is hereby approved to allow for the ability to have outdoor storage materials on the Subject Property, as defined, in the designated area of the site, subject to the following conditions:

1. Subject to the Applicant filing a Final Plat for the proposed development within one (1) year of the date of this approval.
2. A door or gate into the fenced storage area shall have Knox Boxes or similar for emergency access by the Fire Department in case of emergency.
3. The outdoor storage area shall not exceed 96,240 square feet and must be located in the area in between Buildings A and B as defined on the site plan in Exhibit B.
4. Applicant shall be required to submit a storage plan detailing the materials that will be stored, spacing, height, and other details to city staff for approval prior to the commencement or expansion of the exterior storage.
5. Outdoor storage shall be related to and used by only tenants of the Subject Property. Said exterior storage may not be used for businesses not located on site.
6. Outdoor storage shall be limited to not include any hazardous substances, vehicles, or salvaged materials and must be maintained in a neat and orderly manner.
7. Outdoor storage must meet the performance standards for said use as regulated by City Code Section 125-84.

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 passes and adopted, and was signed by the Mayor, and attested by the Clerk dated 14th day of January, 2025.

Shannon Klick, Mayor

ATTEST:

Stacie Brown, City Clerk

EXHIBIT A

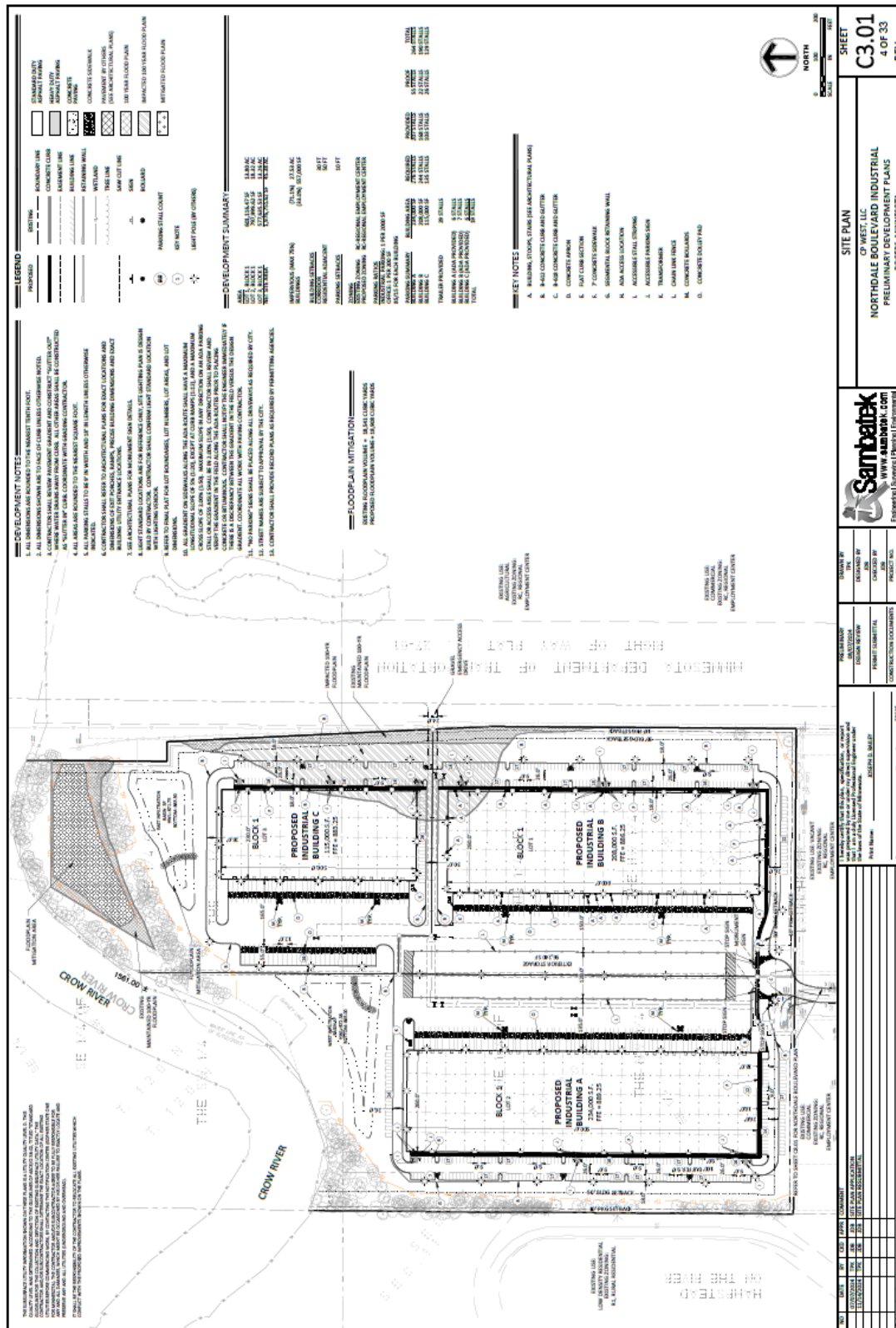
LEGAL DESCRIPTION

Lot 1, Block 1, Northdale Addition, Hennepin County, Minnesota

AND

Lot 2, Block 1, Northdale Addition, Hennepin County, Minnesota

SITE PLAN



Northdale Blvd Light Industrial Development

Neighborhood Meeting (*virtually held*)

Monday, December 30th at 9:00 AM

Attendees

- City of Rogers: Brett Angell, Alec Henderson
- Developer: Craig Patterson, Tom Noble, Joe Bailey
- Neighborhood: Steve Dirschel, Jason Skinner, Kyle & Katherine Nerison

Notes

- Timing: the proposed development is scheduled to be reviewed at the January 14th City Council meeting.
- 57 trees proposed to be added on the west side of the property. Goal was to have the trees at the highest elevations along the existing berm/property line.
- Raising the berm was explored but was not deemed as feasible due to slope requirements on both sides of the berm.
- Question from the Neighborhood: Can the building be shifted further to the east by reducing the center area which would be used for exterior storage, truck bays, trailer storage? With the further goal to increase the size of the berm and meet required slope ratios.
 - Developer: the exterior storage area is at a defined width to be used for either trailer storage or exterior storage of goods. This area really can't be shrunk down in width without comprising the project feasibility. Noted that they have done their best to push everything as far to the east as possible.
 - Neighborhood: Requests that the exterior storage area be reduced in width and building pushed further to the east.
- Question from Neighborhood: Can the buildings have a reduced height or could the site be further lowered under the west building?
 - Developer: When initially exploring the site and options, the developer looked at floor elevations for the building and this elevation is the lowest that works without creating other significant issues on Northdale Blvd due to reconstruction. Building heights as proposed are matching current market demands.
- Comment from Neighborhood: seeking clarification on the proposed tree height at the time of planting and at the time of 15-year growth to 25' as the rendering doesn't appear to reflect trees 2.5x the height.
 - Developer to clarify with landscape architect who completed the rendering.
- Question from Neighborhood: can the trees that are being planted be larger at the time of planting?
 - Developer: past experience has shown larger trees being transplanted have seemed to have a lower survival rate.
 - Neighborhood: Understands but requests this be explored due to helping limit the initial viewpoints before trees age and grow.
- Question from Neighborhood: can the trees be planted at the beginning of the project to aid in blocking construction rather than the end?

- Developer: will look into if they can do it early in the process and will plant as soon as they can dependent on grading timing and alignment with planting timelines.
- Comment from Neighborhood: the rendering image taken was from street level while the homes are two stories with bedrooms on the upper level. More of the building would be visible from a second level.
- Comment/Question from Neighborhood: have there been any changes to the proposed lighting plans and specifically the heights of the lights? Concerns related to seeing the lights.
 - Developer to explore options for reduced light pole height with the city noting that lower lights may mean additional light poles to cover the full area. Developer noted that the building lights are lower and meant to illuminate door areas.
- Comment by Neighborhood: In the middle area of the berm there is a section of existing trees being retained which primarily cover the tops of the trees with vegetation. Request for additional screening of cover at the bottom of these trees.
 - Developer will explore trees or bushes to fill in that area.
- Comment by Neighborhood: keeping the lighting as low as possible is important. Additionally, bulb placement is just as important. While foot candles are measured from light spillage on the ground, it would be beneficial if the bulbs were shielded to not be seen from the neighborhood.
- Discussion on signage and what that will look like on the building. CD Director Angell commented that all signage is permitted separately through an administrative review process based on city code. Draft sign code to be sent over. Developer to explore the idea of implementing lease restrictions or restrictive covenants limiting the hours for which a sign may be illuminated.
- Request from the neighborhood to explore motion activated lights.

August 7, 2024

Brett Angell
Community Development Director
City of Rogers
22350 S Diamond Lake Rd
Rogers, MN 55374

Subject: Site Plan, Preliminary Plat, and Final Plat Application
Northdale Industrial
Rogers, MN
CP West, LLC.

Dear Mr. Angell,

On behalf of our client, CP West, LLC, we are respectfully submitting Site Plan, Preliminary Plat, and Final Plat Applications for the City of Rogers' review and approval. The project proposes the development of 3 office/industrial buildings totaling 557,000 square feet at the north end of Northdale Boulevard, south of the Crow River.

PID #: 1112023210002

Legal Description:

Real property in the City of Rogers, County of Hennepin, State of Minnesota, described as follows:

Parcel 1:

That part of the Southeast Quarter of the Southwest Quarter of Section 2, Township 120, Range 23, lying South of the Crow River.

also

That part of the East Half of the Northwest Quarter of Section 11, Township 120, Range 23 lying North of the South 1458.75 feet and West of the westerly right-of-way of State Highway No. 101.

Submittal Requirements:

The following information is being submitted for your review as part of our application:

1. Completed application forms for Site Plan, Preliminary Plat, and Final Plat
2. Application Fees as follows:
 - a. Site Plan: \$500
 - b. Preliminary Plat: \$515
 - c. Final Plat: \$315
 - d. Escrow: \$3,500
3. Legal Description of Property
4. Certificate of Survey of Property
5. Narrative Describing Project

6. Electronic copies of all Application materials.

Project Narrative:

CP West requests Site Plan, Preliminary Plat, and Final Plat approval for a 3 building – 557,000 square foot speculative office/industrial development at the north end of Northdale Boulevard in Rogers. The three buildings vary in size, with Buildings A and B being 260' deep, and 900' and 800' long, respectively. Building C will be 230' deep x 500' long. Each buildings' square footage is as follows: Building A = 234,000 S.F., Building B = 208,000 S.F, Building C = 115,000 S.F. It is likely that the buildings will be constructed in phases and have the flexibility to accommodate multiple tenants or possibly a single build-to-suit tenant. The varying building sizes and depths allows for a variety of tenant uses, targeting around 10-15% office space.

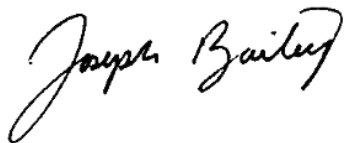
The project is designed to provide main building entrances facing outward towards the property boundaries, with a shared interior truck/trailer court and exterior storage areas. This building orientation allows for visibility and the curb side appeal along State Highway 101, and the screening of the more intense uses from the residential land use to the west. A 80' buffer setback along the west property line is proposed to maintain the existing trees and screening from the residential land use to the west on Raspberry Drive.

The site has one access point from Northdale Boulevard at the south end of the property. A cul-de-sac has been incorporated into the plan to provide an emergency vehicle turnaround at the north end of Northdale Boulevard.

The primary building exteriors material will be painted pre-cast concrete panels. Additional exterior materials will include metal canopies and glass at each main entrance, and along sections of the front and side walls. Along the outer façades of the building, accent paint will be used to complement the glass. The main façade will also include a break in plane through an increase in the building parapet height ("vertical articulation") and/or "bumping out" the building exterior wall ("horizontal articulation"). Each articulation intends to create a distinct massing element. The paint color and pattern changes are found on all four sides of the building. Finally, the rear of the building will include clerestory windows to help break up the plane of the rear wall and provide natural light to the building occupants.

We appreciate the City's consideration of our application. Please contact me with any questions or concerns at 763-746-1606 or jbailey@sambatek.com.

Sincerely,



Joseph Bailey, PE
Project Manager



LOCATION MAP



24.15 (LWIS TECH) | EMILY CASTANIAS, PE (MN) | 11/14/2024 4:00:44 PM
C:\PROJECTS\151493\CAD\SHEETS\151493-C1.01-TITLE.DWG C1.01-TITLE SHEET

CONSULTANT CONTACT LIST:

DEVELOPER/OWNER
CP WEST LLC
5402 PARKDALE DRIVE, SUITE 105
ST. LOUIS PARK, MN 55416
TEL: 952-224-2500
EMAIL: TNOBLE@WESTREINC.COM
CONTACT: THOMAS NOBLE

CIVIL ENGINEER
SAMBATEK
12800 WHITEWATER DRIVE, SUITE 300
MINNETONKA, MN 55343
TEL: 763-476-6010
EMAIL: JBAILEY@SAMBATEK.COM
CONTACT: JOSEPH BAILEY

ARCHITECT
MOHAGEN HANSEN
1000 TWELVE OAKS CENTER DRIVE, SUITE 200
WAYZATA, MN 55391
TEL: 952-426-7413
EMAIL: SOLIVER@MOHAGENHANSEN.COM
CONTACT: STEVE OLIVER

SURVEYOR
SAMBATEK
12800 WHITEWATER DRIVE, SUITE 300
MINNETONKA, MN 55343
TEL: 763-476-6010
EMAIL: JAVERBECK@SAMBATEK.COM
CONTACT: JARED AVERBECK

GEOTECHNICAL
BRAUN INTERTEC
1826 BUEKLE ROAD
ST. PAUL, MN 55110
TEL: 651-487-7006
EMAIL: JKURPIUS@BRAUNINTERTEC.COM
CONTACT: JOEL KURPIUS

LANDSCAPE ARCHITECT
SAMBATEK
12800 WHITEWATER DRIVE, SUITE 300
MINNETONKA, MN 55343
TEL: 763-476-6010
EMAIL: JWORKMAN@SAMBATEK.COM
CONTACT: JOHN WORKMAN

Preliminary Site Development Plans
for
Northdale Boulevard Industrial
Rogers, Minnesota

Presented by:
CP West, LLC

BENCHMARKS

1. THE VERTICAL DATUM IS BASED ON NAVD88.

BENCHMARK #1
SANITARY MH LID
SOUTH SIDE OF SITE
ELEV.=890.43

BENCHMARK #2
1/2" CAPPED IRON PIPE
WEST SIDE OF SITE
ELEV.=892.05

SHEET INDEX

SHEET	DESCRIPTION
C1.01	TITLE SHEET
C2.01	EXISTING CONDITIONS
C2.02	PRELIMINARY PLAT
C3.01	SITE PLAN
C3.02	VEHICLE MANEUVERING PLAN
C4.01	GRADING PLAN (OVERALL)
C4.02	GRADING PLAN (NORTH)
C4.03	GRADING PLAN (SOUTH)
C4.04	GRADING PLAN NOTES
C5.01	PHASE ONE EROSION CONTROL PLAN
C5.02	PHASE TWO EROSION CONTROL PLAN
C5.03	EROSION CONTROL NOTES
C5.04	EROSION CONTROL DETAILS
C6.01	UTILITY PLAN (OVERALL)
C6.02	UTILITY PLAN (NORTH)
C6.03	UTILITY PLAN (SOUTH)
C7.01	STORM SEWER PLAN (NORTH)
C7.02	STORM SEWER PLAN (SOUTH)
C8.01	NORTHDALE BLVD
C9.01	DETAILS
C9.02	DETAILS
C9.03	DETAILS
C9.04	DETAILS
C9.05	DETAILS
C9.06	DETAILS
C9.07	DETAILS
L0.01	TREE PRESERVATION PLAN
L0.02	TREE INVENTORY 1
L0.03	TREE INVENTORY 2
L0.04	TREE INVENTORY 3
L0.05	TREE INVENTORY 4
L1.01	LANDSCAPE PLAN
L1.02	LANDSCAPE NOTES & DETAILS

GOVERNING SPECIFICATIONS

CITY OF ROGERS SPECIFICATIONS (2023)
CITY ENGINEER'S ASSOCIATION OF MINNESOTA STANDARD SPECIFICATIONS (2018)
MNDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION (2020 EDITION)
MN PLUMBING CODE (2020)



VICINITY MAP
NO SCALE

NO	DATE	BY	CKD	APPR	COMMENT
	07/07/2024	TPK	JDB	JDB	SITE PLAN APPLICATION
	11/14/2024	TPK	JDB	JDB	SITE PLAN RESUBMITTAL

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

Print Name: JOSEPH D. BAILEY

Date: License #: 58645

PRELIMINARY
08/07/2024
DESIGN REVIEW

PERMIT SUBMITTAL

CONSTRUCTION DOCUMENTS

DRAWN BY
TPK

DESIGNED BY
JDB

CHECKED BY
JDB

PROJECT NO.
51493



Engineering | Surveying | Planning | Environmental

TITLE SHEET

CP WEST, LLC
NORTHDALE BOULEVARD INDUSTRIAL
PRELIMINARY DEVELOPMENT PLANS
ROGERS, MINNESOTA

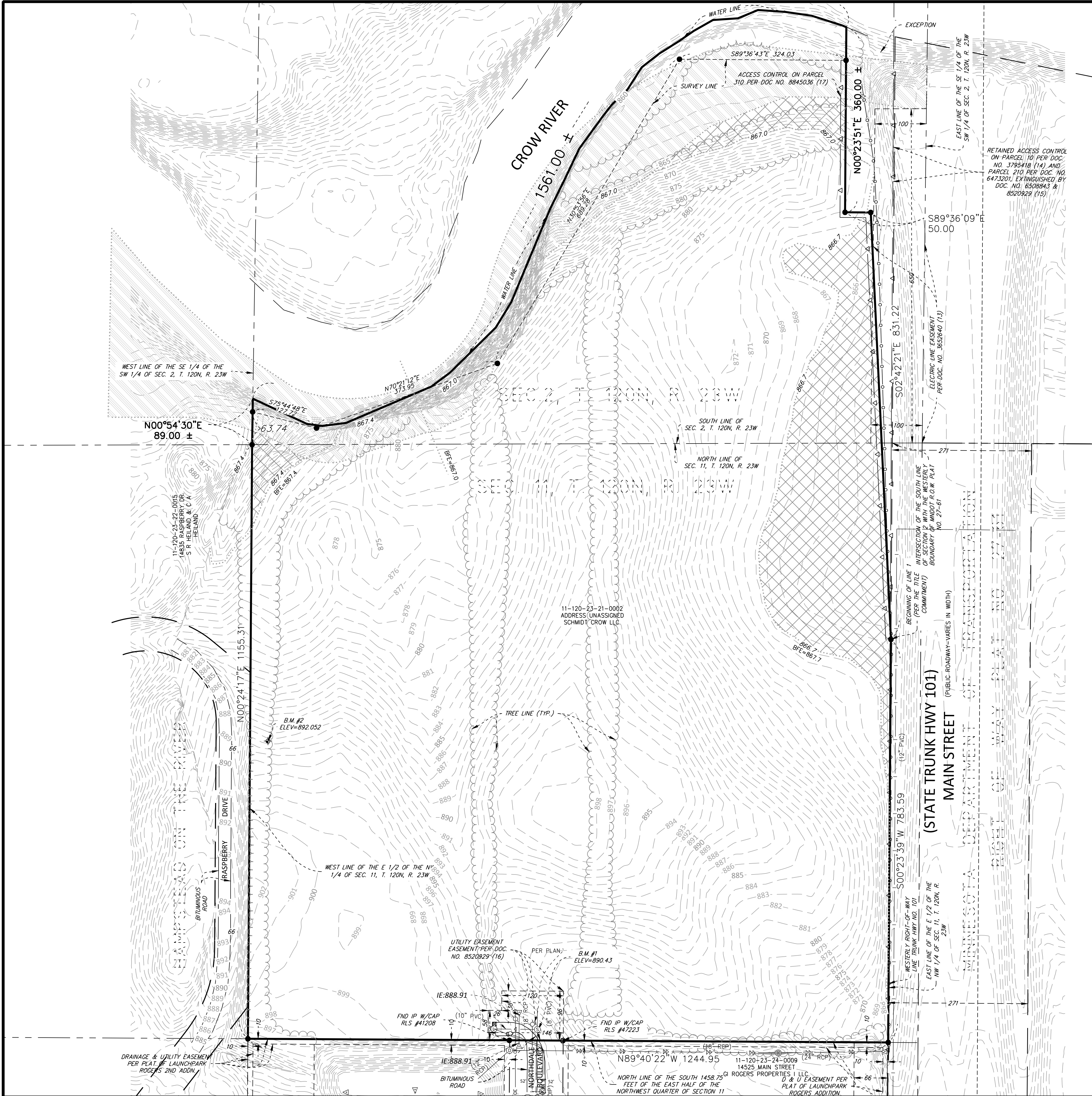
SHEET

C1.01

1 OF 33

REV.

24.15 (LWISTECH) | EMILY CASTANIAS, PE (MN) | 11/14/2024 3:31:35 PM
C:\PROJECTS\151493\CAD\SHEETS\151493-C2-01-EXCND.DWG C2.01 EXISTING CONDITIONS



LEGEND

..... FEMA FLOOD ZONE LINE	———— BOUNDARY LINE	—○— WATERMAIN
- - - - EASEMENT LINE	———— RIGHT-OF-WAY LINE	—○— SANITARY SEWER
- - - - SETBACK LINE	———— SECTION LINE	—○— STORM SEWER
- - - - TIE LINE	———— QUARTER SECTION LINE	—○— FLARED END SECTION
—△— RESTRICTED ACCESS	———— SIXTEENTH SECTION LINE	—○— OVERHEAD WIRE
● FOUND MONUMENT ● MARKED 43933 (UNLESS OTHERWISE NOTED)	———— UNDERLYING / ADJACENT LOT	—○— CHAIN LINK FENCE
○ UTILITY POLE	▨ FEMA REGULATORY FLOODWAY	▨ FEMA ZONE AE

DESCRIPTION

Parcel 1:
That part of the Southeast Quarter of the Southwest Quarter of Section 2, Township 120, Range 23, lying South of the Crow River.

also

That part of the East Half of the Northwest Quarter of Section 11, Township 120, Range 23 lying North of the South 1458.75 feet and West of the westerly right-of-way of State Highway No. 101.

Excepting therefrom that part of Tracts A and B described below:

Tract A:
That part of the Southeast Quarter of the Southwest Quarter of Section 2, Township 120 North, Range 23 West, Hennepin County, Minnesota, lying south of the Crow River and westerly of the westerly right of way line of Trunk Highway No. 101 as now located and established;

Tract B:
That part of the Northeast Quarter of the Northwest Quarter of Section 11, Township 120 North, Range 23 West, Hennepin County, Minnesota, lying north of the south 1458.75 feet of the East Half of the Northwest Quarter of said Section 11, and west of the westerly right of way line of Trunk Highway No. 101 as now located and established;

which lies westerly of the westerly boundary of Minnesota Department of Transportation Right of Way Plat No. 27-61 as the same is on file and of record in the office of the County Recorder in and for said County and easterly of Line 1 described below:

Line 1:
Commencing at the intersection of the south line of said Section 2 with the westerly boundary of said Plat No. 27-61; thence southerly on an assumed azimuth of 180 degrees 02 minutes 32 seconds along said westerly plat boundary for 382.00 feet to the point of beginning of Line 1 to be described; thence on an azimuth of 356 degrees 56 minutes 21 seconds for 831.22 feet; thence on an azimuth of 270 degrees 02 minutes 33 seconds for 50.00 feet; thence on an azimuth of 00 degrees 02 minutes 33 seconds for 367.02 feet, more or less, to the shore line of the Crow River and there terminating.

(All Abstract Property)

PROPERTY SUMMARY

- SUBJECT PROPERTY DOES NOT HAVE AN ASSIGNED ADDRESS , THE PROPERTY IDENTIFICATION NUMBER IS 10-120-23-21-0002.
- THE GROSS AREA OF THE SUBJECT PROPERTY IS 45.37 ACRES OR 1,976,751 SQUARE FEET. THE AREA IS MEASURED TO WATER EDGE AS LOCATED ON 6/2/2023.
- THE SUBJECT PROPERTY IS ZONED RC- REGIONAL EMPLOYMENT CENTER, PER CITY OF ROGERS ZONING MAP DATED JUNE 23, 2020.

BENCHMARKS

- THE VERTICAL DATUM IS BASED ON NAVD88.

BENCHMARK #1
SANITARY MH LID
SOUTH SIDE OF SITE
ELEV.=890.43

BENCHMARK #2
1/2" CAPPED IRON PIPE
WEST SIDE OF SITE
ELEV.=892.05

SURVEY NOTES

- THE BEARING SYSTEM IS BASED ON THE HENNEPIN COUNTY COORDINATE SYSTEM, NAD83 (1986 ADJUST). WITH AN ASSUMED BEARING OF N 00° 24' 17" E FOR THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER, SECTION 21, TOWNSHIP 120, RANGE 23.
- FIELD WORK WAS COMPLETED ON 06/02/2023.
- EVIDENCE OF UNDERGROUND UTILITIES EXISTING ON OR SERVING THE SURVEYED PROPERTY IS SHOWN PER THE FOLLOWING:
A GOPHER STATE ONE CALL (GSOC) REQUEST WAS PLACED ON 5/15/2023 AND ASSIGNED GSOC TICKET NOS. 231355012 AND 231355238.

UTILITY INFORMATION SHOWN HEREON IS A COMPILATION OF PROVIDED MAP INFORMATION AND THOSE VISIBLE UTILITIES AND MARKED UTILITIES WHICH WERE LOCATED DURING THE SURVEY FIELD WORK. UTILITY SUPPLIERS OFTEN DO NOT RESPOND TO LOCATE REQUESTS IN THE FIELD BUT MAY PROVIDE MAPS, PLANS, AND DRAWINGS IN LIEU OF PHYSICAL LOCATION. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN HEREON COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN HEREON ARE IN THE EXACT LOCATION AS INDICATED, ALTHOUGH THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE AVAILABLE INFORMATION. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. PURSUANT TO MS 216.D CONTACT GOPHER STATE ONE CALL AT (651-454-0002) PRIOR TO ANY EXCAVATION.

NO	DATE	BY	CKD	APPR	COMMENT
	07/07/2024	TPK	JDB	JDB	SITE PLAN APPLICATION
	11/14/2024	TPK	JDB	JDB	SITE PLAN RESUBMITTAL

I hereby certify that this plan, survey, 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.

Print Name: MARK R. SALO

Date License # 43933

PRELIMINARY
08/07/2024
DESIGN REVIEW

PERMIT SUBMITTAL

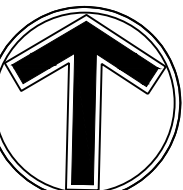
CONSTRUCTION DOCUMENTS

DRAWN BY
EJH
DESIGNED BY

CHECKED BY
JJA
PROJECT NO.
51493



EXISTING CONDITIONS
CP WEST, LLC
NORTHDALE BOULEVARD INDUSTRIAL
PRELIMINARY DEVELOPMENT PLANS
ROGERS, MINNESOTA

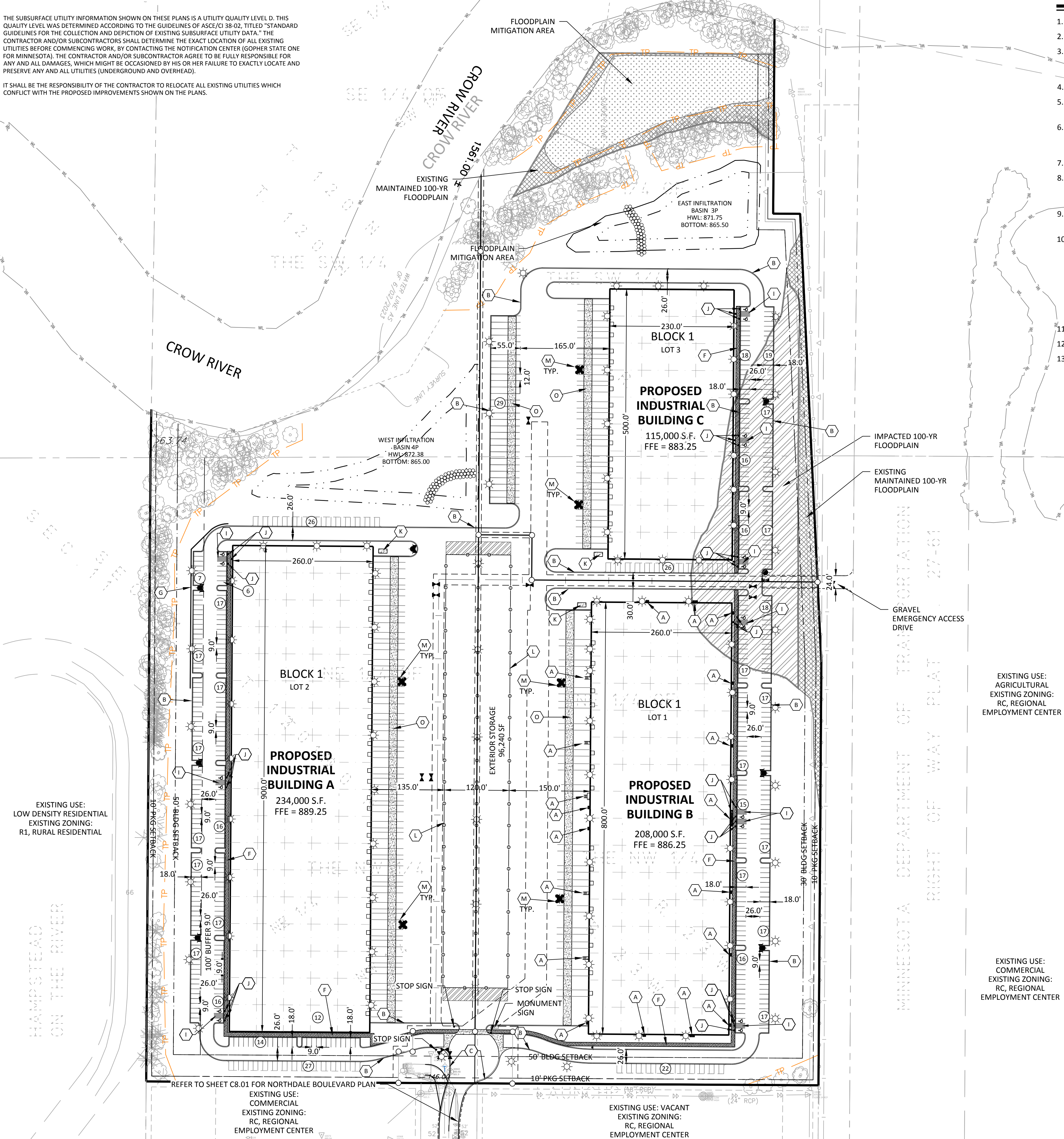


0 100 200
SCALE IN FEET

SHEET
C2.01
2 OF 33
REV.

THE SUBSURFACE UTILITY INFORMATION SHOWN ON THESE PLANS IS A UTILITY QUALITY LEVEL D. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF ASCE/38-02, TITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA." THE CONTRACTOR AND/OR SUBCONTRACTORS SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, BY CONTACTING THE NOTIFICATION CENTER (GOPHER STATE ONE FOR MINNESOTA). THE CONTRACTOR AND/OR SUBCONTRACTOR AGREE TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES, WHICH MIGHT BE OCCASIONED BY HIS OR HER FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UTILITIES (UNDERGROUND AND OVERHEAD).

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.



DEVELOPMENT NOTES

1. ALL DIMENSIONS ARE ROUNDED TO THE NEAREST TENTH FOOT.
2. ALL DIMENSIONS SHOWN ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
3. CONTRACTOR SHALL REVIEW PAVEMENT GRADIENT AND CONSTRUCT "GUTTER OUT" WHERE WATER DRAINS AWAY FROM CURB. ALL OTHER AREAS SHALL BE CONSTRUCTED AS "GUTTER IN" CURB. COORDINATE WITH GRADING CONTRACTOR.
4. ALL AREAS ARE ROUNDED TO THE NEAREST SQUARE FOOT.
5. ALL PARKING STALLS TO BE 9' IN WIDTH AND 18' IN LENGTH UNLESS OTHERWISE INDICATED.
6. CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF EXIT PORCHES, RAMPS, PRECISE BUILDING DIMENSIONS AND EXACT BUILDING UTILITY ENTRANCE LOCATIONS.
7. SEE ARCHITECTURAL PLANS FOR MONUMENT SIGN DETAILS.
8. LIGHT STANDARD LOCATIONS ARE FOR REFERENCE ONLY, SITE LIGHTING PLAN IS DESIGN BUILD BY CONTRACTOR. CONTRACTOR SHALL CONFIRM LIGHT STANDARD LOCATION WITH LIGHTING VENDOR.
9. REFER TO FINAL PLAT FOR LOT BOUNDARIES, LOT NUMBERS, LOT AREAS, AND LOT DIMENSIONS.
10. ALL GRADIENT ON SIDEWALKS ALONG THE ADA ROUTE SHALL HAVE A MAXIMUM LONGITUDINAL SLOPE OF 5% (1:20), EXCEPT AT CURB RAMPS (1:12), AND A MAXIMUM CROSS SLOPE OF 2.00% (1:50). MAXIMUM SLOPE IN ANY DIRECTION ON AN ADA PARKING STALL OR ACCESS AISLE SHALL BE IN 2.00% (1:50). CONTRACTOR SHALL REVIEW AND VERIFY THE GRADIENT IN THE FIELD ALONG THE ADA ROUTES PRIOR TO PLACING CONCRETE OR BITUMINOUS. CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY IF THERE IS A DISCREPANCY BETWEEN THE GRADIENT IN THE FIELD VERSUS THE DESIGN GRADIENT. COORDINATE ALL WORK WITH PAVING CONTRACTOR.
11. "NO PARKING" SIGNS SHALL BE PLACED ALONG ALL DRIVEWAYS AS REQUIRED BY CITY.
12. STREET NAMES ARE SUBJECT TO APPROVAL BY THE CITY.
13. CONTRACTOR SHALL PROVIDE RECORD PLANS AS REQUIRED BY PERMITTING AGENCIES.

FLOODPLAIN MITIGATION

EXISTING FLOODPLAIN VOLUME = 18,541 CUBIC YARDS
PROPOSED FLOODPLAIN VOLUME = 18,908 CUBIC YARDS

LEGEND

PROPOSED	EXISTING	BOUNDARY LINE		STANDARD DUTY ASPHALT PAVING
		CONCRETE CURB		HEAVY DUTY ASPHALT PAVING
		EASEMENT LINE		CONCRETE PAVING
		BUILDING LINE		CONCRETE SIDEWALK
		RETAINING WALL		PAVEMENT BY OTHERS (SEE ARCHITECTURAL PLANS)
		WETLAND		100 YEAR FLOOD PLAIN
		TREE LINE		IMPACTED 100 YEAR FLOOD PLAIN
		SAW CUT LINE		MITIGATED FLOOD PLAIN
		SIGN		
		BOLLARD		
		PARKING STALL COUNT		
		KEY NOTE		
		LIGHT POLE (BY OTHERS)		

DEVELOPMENT SUMMARY

AREA		
LOT 1, BLOCK 1	601,116.47 SF	13.80 AC
LOT 2, BLOCK 1	797,999.62 SF	18.32 AC
LOT 3, BLOCK 1	577,635.53 SF	13.26 AC
NET SITE AREA	1,976,751.62 SF	45.38 AC

IMPERVIOUS (MAX 75%)	(71.1%)	27.53 AC
BUILDINGS	(33.0%)	557,000 SF

BUILDING SETBACKS	
CORRIDOR	30 FT
RESIDENTIAL ADJACENT	50 FT

PARKING SETBACKS	10 FT
------------------	-------

ZONING	
EXISTING ZONING	RC-REGIONAL EMPLOYMENT CENTER
PROPOSED ZONING	RC-REGIONAL EMPLOYMENT CENTER

PARKING RATIOS	
INDUSTRIAL PARKING:	1 PER 2000 SF
OFFICE:	1 PER 200 SF
85/15 FOR EACH BUILDING	

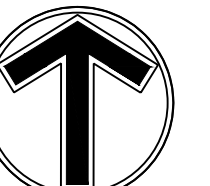
PARKING SUMMARY	BUILDING AREA	REQUIRED	PROVIDED	PROOF	TOTAL
BUILDING A	234,000 SF	276 STALLS	207 STALLS	55 STALLS	264 STALLS
BUILDING B	208,000 SF	244 STALLS	168 STALLS	22 STALLS	190 STALLS
BUILDING C	115,000 SF	135 STALLS	103 STALLS	26 STALLS	129 STALLS

TRAILER PROVIDED	29 STALLS
------------------	-----------

BUILDING A (ADA PROVIDED)	6 STALLS
BUILDING B (ADA PROVIDED)	7 STALLS
BUILDING C (ADA PROVIDED)	6 STALLS
TOTAL	19 STALLS

KEY NOTES

- A. BUILDING, STOOPS, STAIRS (SEE ARCHITECTURAL PLANS)
- B. B-612 CONCRETE CURB AND GUTTER
- C. B-618 CONCRETE CURB AND GUTTER
- D. CONCRETE APRON
- E. FLAT CURB SECTION
- F. 7" CONCRETE SIDEWALK
- G. SEGMENTAL BLOCK RETAINING WALL
- H. ADA ACCESS LOCATION
- I. ACCESSIBLE STALL STRIPING
- J. ACCESSIBLE PARKING SIGN
- K. TRANSFORMER
- L. CHAIN LINK FENCE
- M. CONCRETE BOLLARDS
- O. CONCRETE DOLLEY PAD



NORTH
0 100 200
SCALE IN FEET

NO	DATE	BY	CKD	APPR	COMMENT
	07/07/2024	TPK	JDB	JDB	SITE PLAN APPLICATION
	11/14/2024	TPK	JDB	JDB	SITE PLAN RESUBMITTAL

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

Print Name: JOSEPH D. BAILEY

Date License # 58645

PRELIMINARY
08/07/2024
DESIGN REVIEW

PERMIT SUBMITTAL

CONSTRUCTION DOCUMENTS

DRAWN BY
TPK

DESIGNED BY
JDB

CHECKED BY
JDB

PROJECT NO.
51493

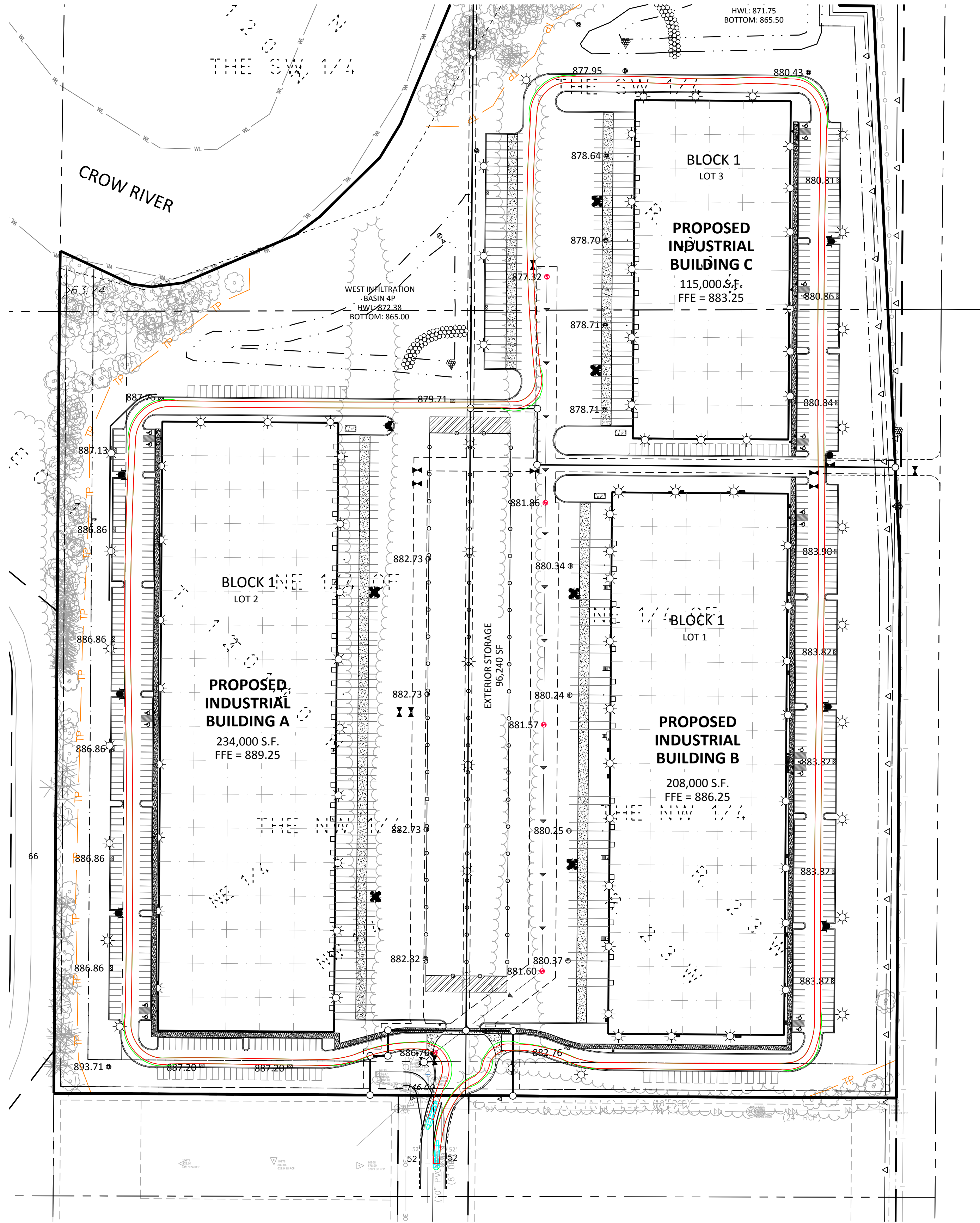


SITE PLAN

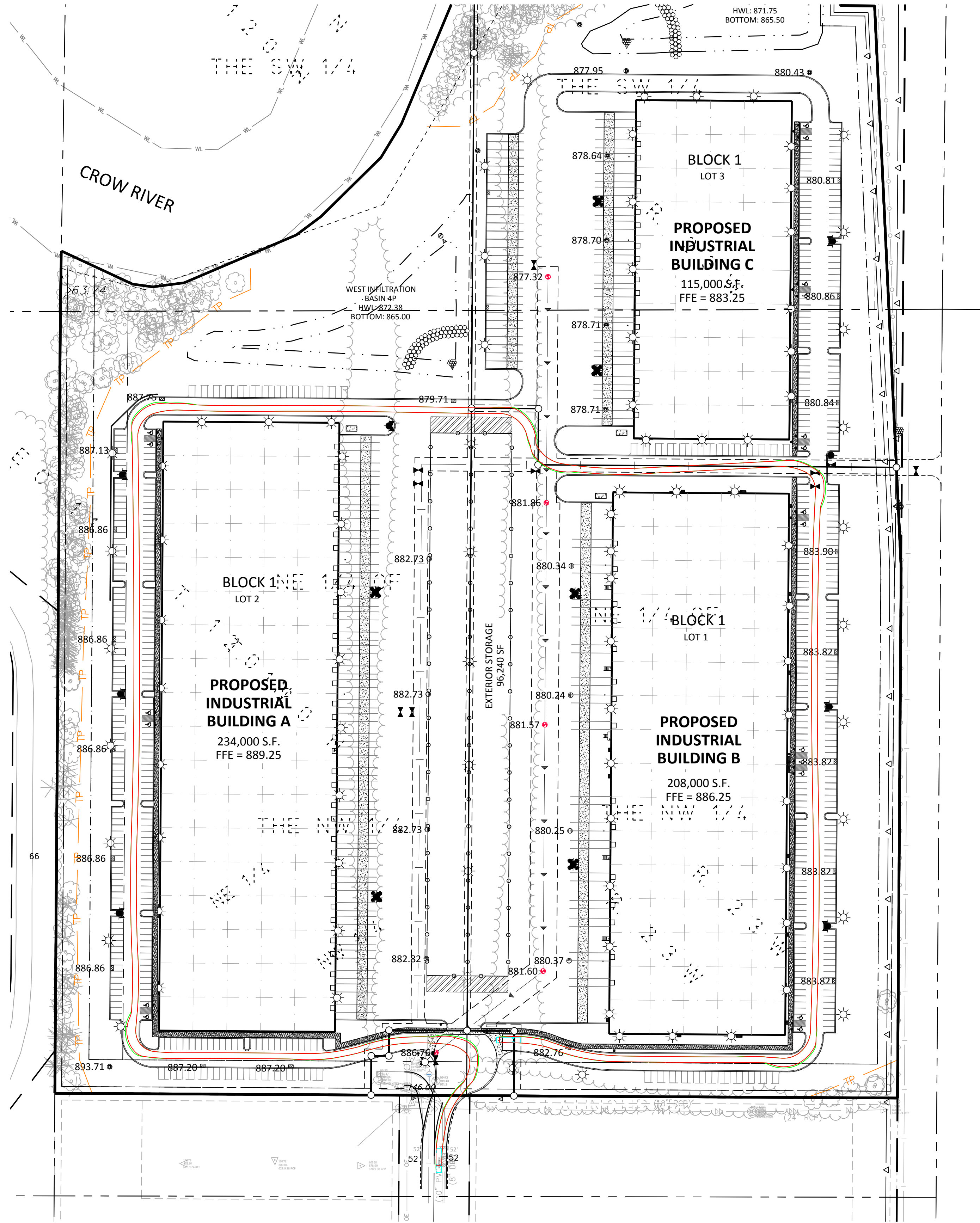
CP WEST, LLC
NORTHDALE BOULEVARD INDUSTRIAL
PRELIMINARY DEVELOPMENT PLANS
ROGERS, MINNESOTA

SHEET

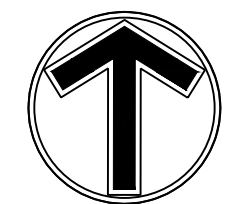
C3.01
4 OF 33
REV.



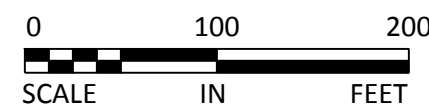
FIRE TRUCK MANEUVERING SCHEMATIC



GARBAGE TRUCK MANEUVERING SCHEMATIC



NORTH



NO	DATE	BY	CKD	APPR	COMMENT
	07/07/2024	TPK	JDB	JDB	SITE PLAN APPLICATION
	11/14/2024	TPK	JDB	JDB	SITE PLAN RESUBMITTAL

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

Print Name: JOSEPH D. BAILEY

Date License # 58645

PRELIMINARY
08/07/2024
DESIGN REVIEW

PERMIT SUBMITTAL

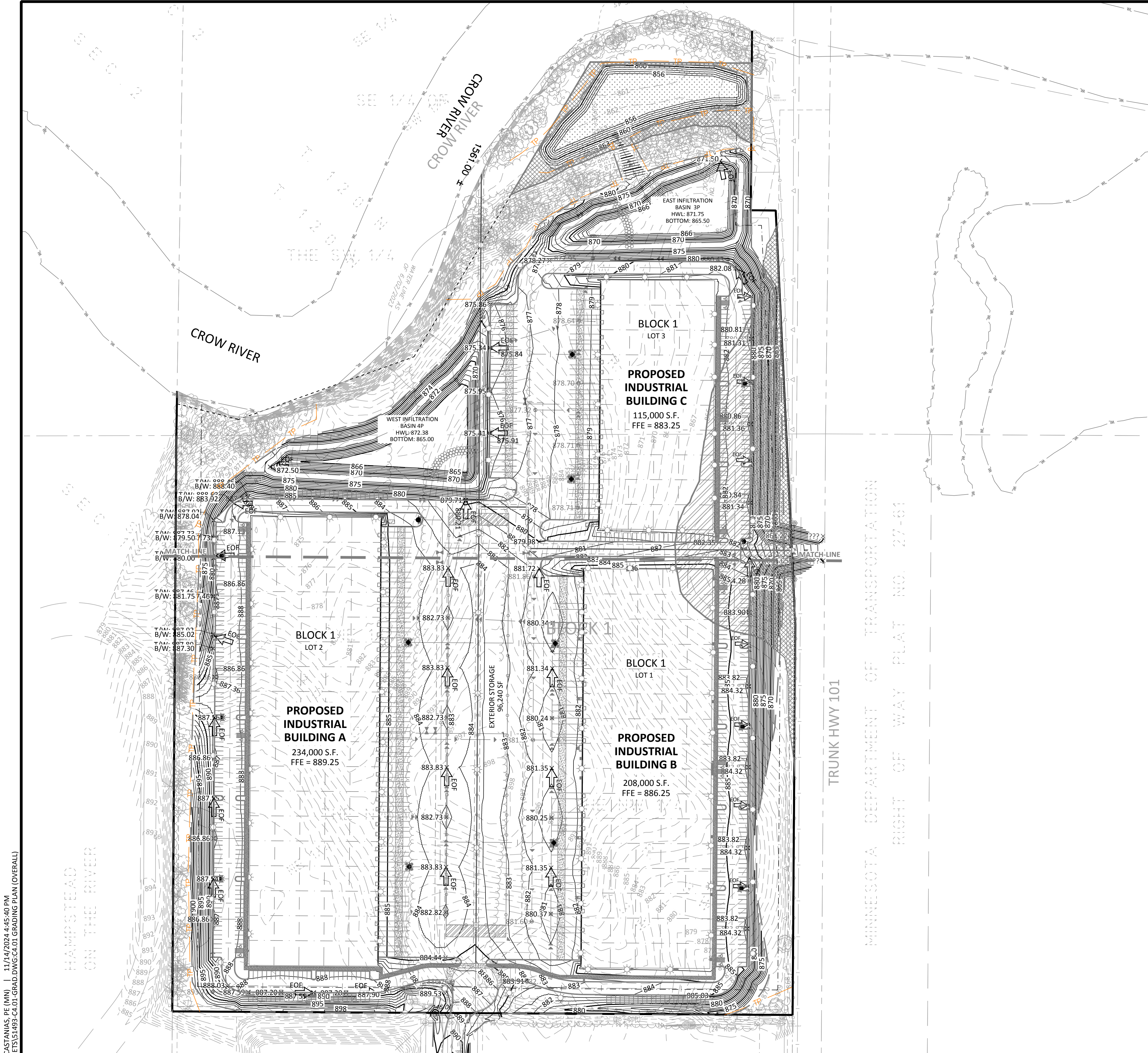
CONSTRUCTION DOCUMENTS

DRAWN BY
TPK
DESIGNED BY
JDB
CHECKED BY
JDB
PROJECT NO.
51493



VEHICLE MANEUVERING PLAN
CP WEST, LLC
NORTHDALE BOULEVARD INDUSTRIAL
PRELIMINARY DEVELOPMENT PLANS
ROGERS, MINNESOTA

SHEET
C3.02
5 OF 33
REV.



LEGEND

PROPOSED

EXISTING

BOUNDARY LINE

CONCRETE CURB

STORM SEWER

DRAINTILE

BUILDING LINE

RETAINING WALL

CONTOUR

WETLAND

TREE LINE

SPOT ELEVATIONS

RIPRAP

OVERFLOW ELEV.

SOIL BORING

TREE PROTECTION FENCE

CONCRETE PAVING

CONCRETE SIDEWALK

PAVEMENT BY OTHERS (SEE ARCHITECTURAL PLANS)

100 YEAR FLOOD PLAIN

IMPACTED 100 YEAR FLOOD PLAIN

MITIGATED FLOOD PLAIN

THE SUBSURFACE UTILITY INFORMATION SHOWN ON THESE PLANS IS A UTILITY QUALITY LEVEL D. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF ASCE/CI 38-02, TITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA." THE CONTRACTOR AND/OR SUBCONTRACTORS SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, BY CONTACTING THE NOTIFICATION CENTER (GOPHER STATE ONE FOR MINNESOTA). THE CONTRACTOR AND/OR SUBCONTRACTOR AGREE TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES, WHICH MIGHT BE OCCASIONED BY HIS OR HER FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UTILITIES (UNDERGROUND AND OVERHEAD).

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.

NORTH

0

100

200

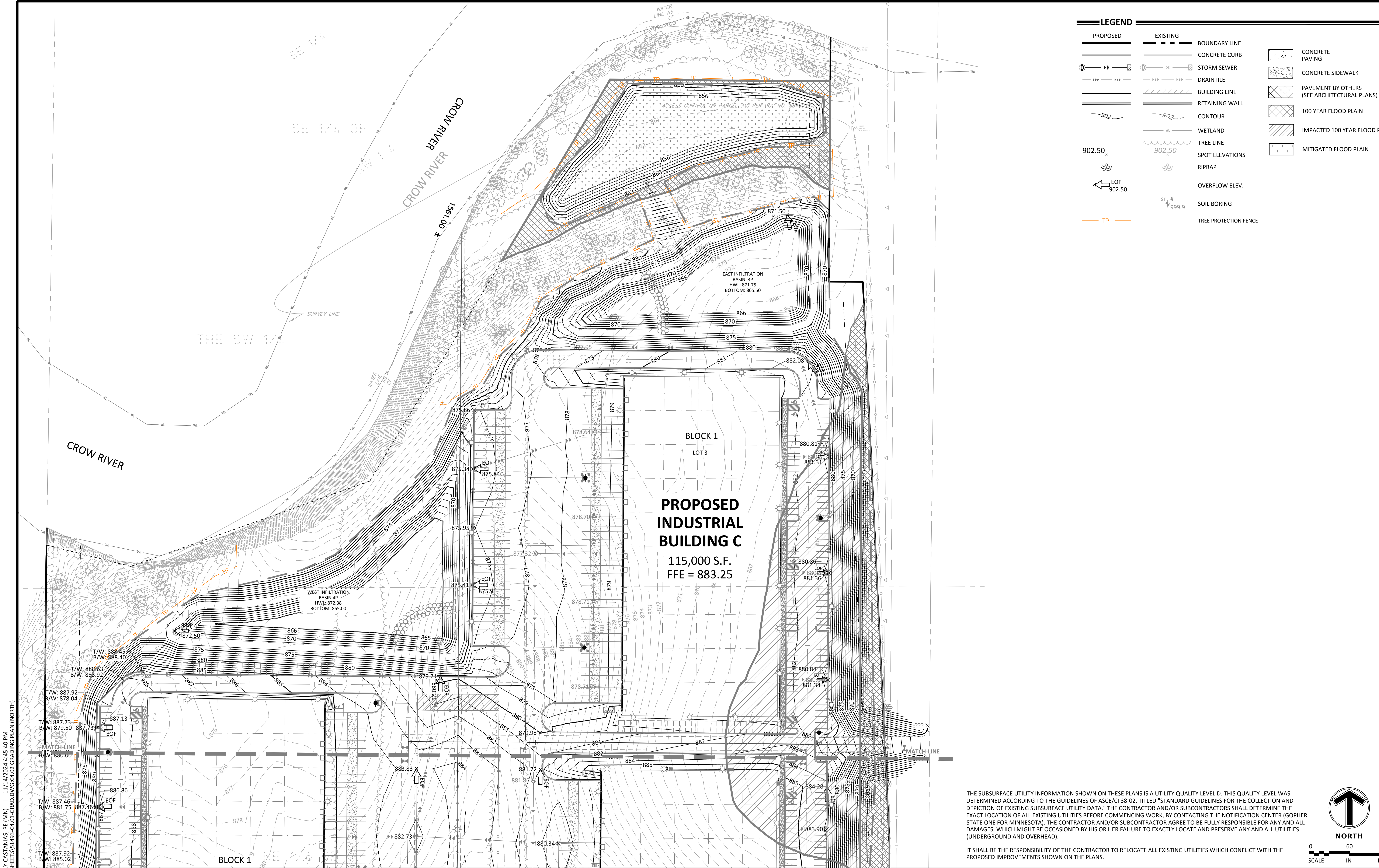
SCALE

IN

FEET

24.15 (LMS TECH) L:\PROJECTS\51493\CAD	NO	DATE	BY	CKD	APPR	COMMENT	I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the State of Minnesota. Print Name: <u>JOSEPH D. BAILEY</u> _____ Date _____ License # <u>58645</u>	PRELIMINARY 08/07/2024 DESIGN REVIEW PERMIT SUBMITTAL CONSTRUCTION DOCUMENTS	DRAWN BY TPK DESIGNED BY JDB CHECKED BY JDB PROJECT NO. 51493	 Sambatek www.sambatek.com Engineering Surveying Planning Environmental	GRADING PLAN (OVERALL)		SHEET C4.01 6 OF 33 REV.
		07/07/2024	TPK	JDB	JDB	SITE PLAN APPLICATION							
		11/14/2024	TPK	JDB	JDB	SITE PLAN RESUBMITTAL							
© 2021 Sambatek											CP WEST, LLC NORTHDALE BOULEVARD INDUSTRIAL PRELIMINARY DEVELOPMENT PLANS ROGERS, MINNESOTA		

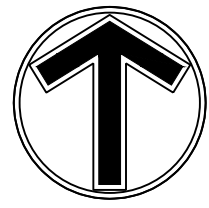
24.15 (LWIS TECH) | EMILY CASTANIAS, PE (MN) | 11/14/2024 4:45:40 PM
C:\PROJECTS\51493 CAD\SHEETS\51493-C4.01 GRAD DWG-C4.01 GRADING PLAN (OVERALL)



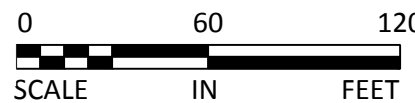
LEGEND			
PROPOSED	EXISTING	BOUNDARY LINE	
		BOUNDARY LINE	CONCRETE PAVING
		CONCRETE CURB	CONCRETE SIDEWALK
		STORM SEWER	PAVEMENT BY OTHERS (SEE ARCHITECTURAL PLANS)
		DRAINTILE	100 YEAR FLOOD PLAIN
		BUILDING LINE	IMPACTED 100 YEAR FLOOD PLAIN
		RETAINING WALL	MITIGATED FLOOD PLAIN
		CONTOUR	
		WETLAND	
		TREE LINE	
		SPOT ELEVATIONS	
		RIPRAP	
		OVERFLOW ELEV.	
		SOIL BORING	
		TREE PROTECTION FENCE	

THE SUBSURFACE UTILITY INFORMATION SHOWN ON THESE PLANS IS A UTILITY QUALITY LEVEL D. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF ASCE/CI 38-02, TITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA." THE CONTRACTOR AND/OR SUBCONTRACTORS SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, BY CONTACTING THE NOTIFICATION CENTER (GOPHER STATE ONE FOR MINNESOTA). THE CONTRACTOR AND/OR SUBCONTRACTOR AGREE TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES, WHICH MIGHT BE OCCASIONED BY HIS OR HER FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UTILITIES (UNDERGROUND AND OVERHEAD).

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.



NORTH



NO	DATE	BY	CKD	APPR	COMMENT
	07/07/2024	TPK	JDB	JDB	SITE PLAN APPLICATION
	11/14/2024	TPK	JDB	JDB	SITE PLAN RESUBMITTAL

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

Print Name: JOSEPH D. BAILEY

Date: License #: 58645

PRELIMINARY
08/07/2024
DESIGN REVIEW

PERMIT SUBMITTAL

CONSTRUCTION DOCUMENTS

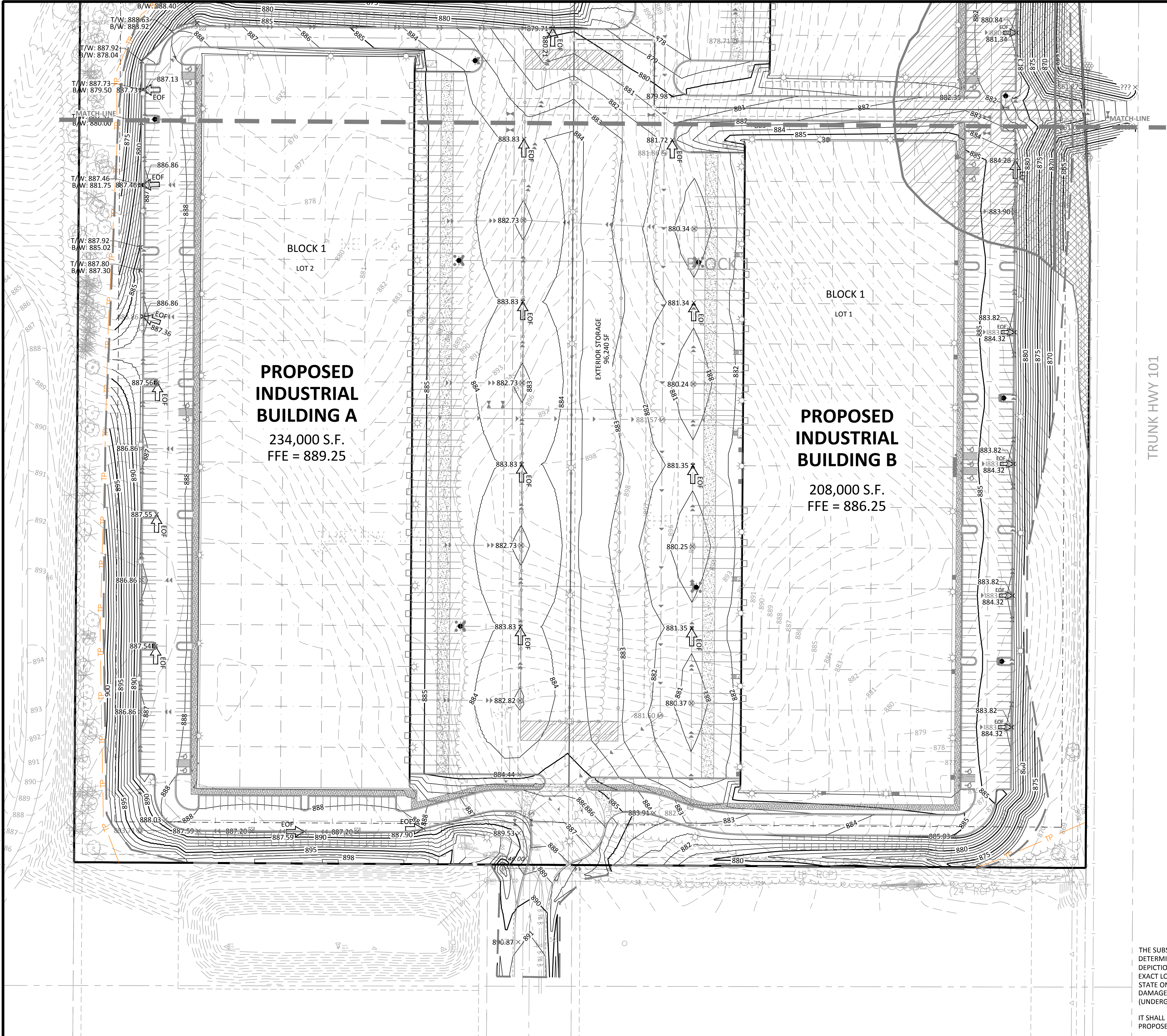
DRAWN BY
TPK
DESIGNED BY
JDB
CHECKED BY
JDB
PROJECT NO.
51493



GRADING PLAN (NORTH)
CP WEST, LLC
NORTHDALE BOULEVARD INDUSTRIAL
PRELIMINARY DEVELOPMENT PLANS
ROGERS, MINNESOTA

SHEET
C4.02
7 OF 33
REV.

24.15 (LMS TECH) | EMILY CASTANIAS, PE (MN) | 11/14/2024 4:45:40 PM
C:\PROJECTS\15493 CAD\SHEETS\15493-C4.01 GRAD DWG\C4.01 GRADING PLAN (SOUTH)



PROPOSED

EXISTING

BOUNDARY LINE

CONCRETE CURB

STORM SEWER

DRAINTILE

BUILDING LINE

RETAINING WALL

CONTOUR

WETLAND

TREE LINE

SPOT ELEVATIONS

RIPRAP

OVERFLOW ELEV.

SOIL BORING

TREE PROTECTION FENCE

CONCRETE PAVING

CONCRETE SIDEWALK

PAVEMENT BY OTHERS (SEE ARCHITECTURAL PLANS)

100 YEAR FLOOD PLAIN

IMPACTED 100 YEAR FLOOD PLAIN

MITIGATED FLOOD PLAIN

TRUNK HWY 101

MINNESOTA DEPARTMENT OF TRANSPORTATION

THE SUBSURFACE UTILITY INFORMATION SHOWN ON THESE PLANS IS A UTILITY QUALITY LEVEL D. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF ASCE/CI 38-02, TITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA." THE CONTRACTOR AND/OR SUBCONTRACTORS SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, BY CONTACTING THE NOTIFICATION CENTER (GOPHER STATE ONE FOR MINNESOTA). THE CONTRACTOR AND/OR SUBCONTRACTOR AGREE TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES, WHICH MIGHT BE OCCASIONED BY HIS OR HER FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UTILITIES (UNDERGROUND AND OVERHEAD).

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.

0

60

120

SCALE

IN

FEET

↑

NORTH

NO	DATE	BY	CKD	APPR	COMMENT
	07/07/2024	TPK	JDB	JDB	SITE PLAN APPLICATION
	11/14/2024	TPK	JDB	JDB	SITE PLAN RESUBMITTAL

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

Print Name: JOSEPH D. BAILEY

Date: License #: 58645

PRELIMINARY
08/07/2024
DESIGN REVIEW

PERMIT SUBMITTAL

CONSTRUCTION DOCUMENTS

DRAWN BY
TPK

DESIGNED BY
JDB

CHECKED BY
JDB

PROJECT NO.
51493

Sambatek

www.sambatek.com

Engineering | Surveying | Planning | Environmental

GRADING PLAN (SOUTH)

CP WEST, LLC
NORTHDALE BOULEVARD INDUSTRIAL
PRELIMINARY DEVELOPMENT PLANS
ROGERS, MINNESOTA

SHEET
C4.03
8 OF 33
REV.

24.15 (LWIS TECH) | EMILY CASTANIAS, PE (MN) | 11/14/2024 4:45:40 PM
C:\PROJECTS\151493\CAD\SHEETS\151493-C4-01-GRAD.DWG-C4-04 GRADING PLAN NOTES

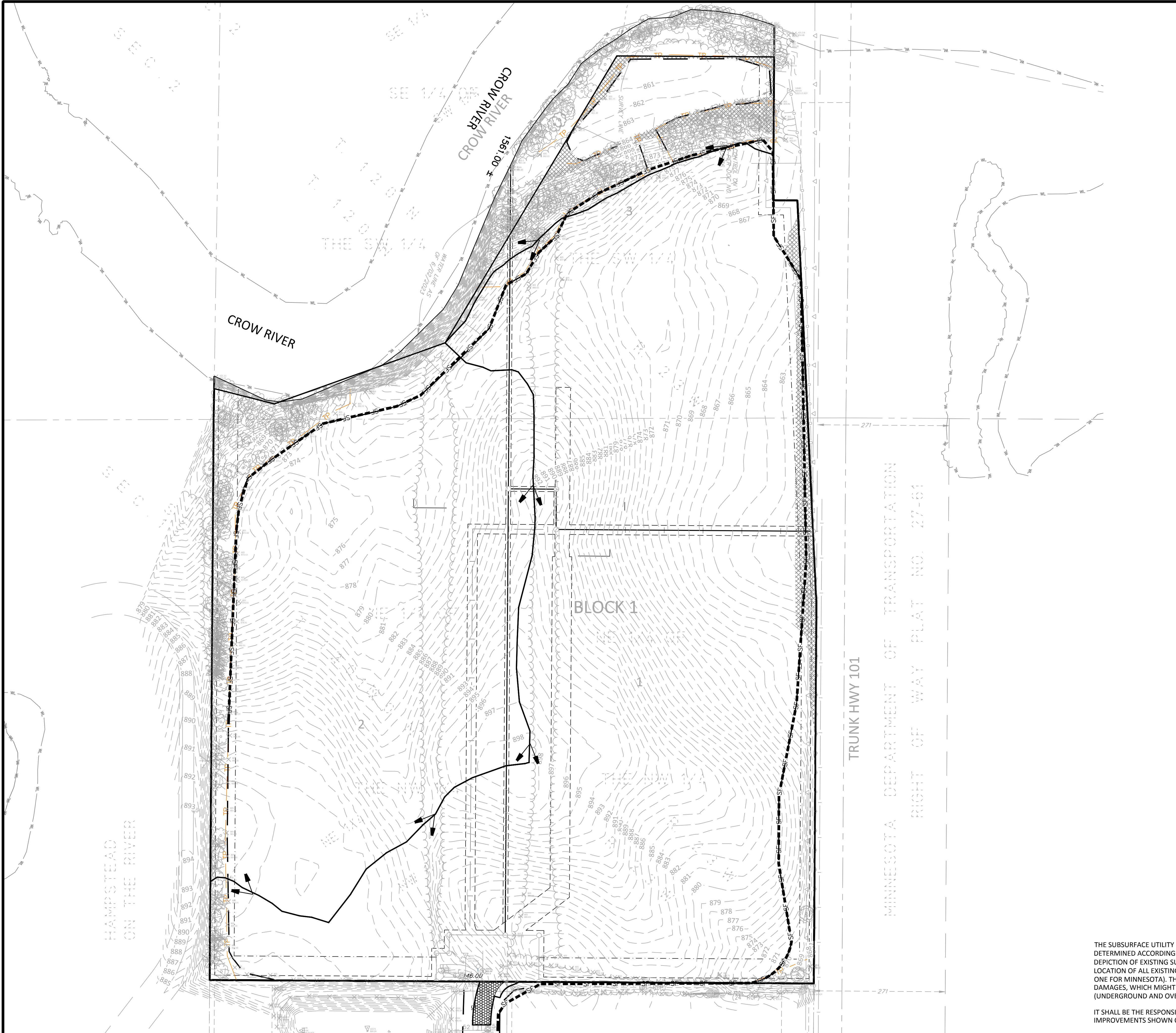
GRADING NOTES					
1. PROPOSED CONTOURS ARE TO FINISHED SURFACE ELEVATION. SPOT ELEVATIONS ALONG PROPOSED CURB DENOTE GUTTER GRADE. 2. CONTRACTOR SHALL REVIEW PAVEMENT GRADIENT AND CONSTRUCT "GUTTER OUT" WHERE WATER DRAINS AWAY FROM CURB. ALL OTHER AREAS SHALL BE CONSTRUCTED AS "GUTTER IN" CURB. 3. ALL GRADIENT ON SIDEWALKS ALONG THE ADA ROUTE SHALL HAVE A MAXIMUM LONGITUDINAL SLOPE OF 5% (1:20), EXCEPT AT CURB RAMPS (1:12), AND A MAXIMUM CROSS SLOPE OF 2.00% (1:50). MAXIMUM SLOPE IN ANY DIRECTION ON AN ADA PARKING STALL OR ACCESS AISLE SHALL BE IN 2.00% (1:50). CONTRACTOR SHALL REVIEW AND VERIFY THE GRADIENT IN THE FIELD ALONG THE ADA ROUTES PRIOR TO PLACING CONCRETE OR BITUMINOUS. CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY IF THERE IS A DISCREPANCY BETWEEN THE GRADIENT IN THE FIELD VERSUS THE DESIGN GRADIENT. COORDINATE ALL WORK WITH PAVING CONTRACTOR. 4. CONTRACTOR SHALL TAKE ALL PRECAUTIONS NECESSARY TO AVOID PROPERTY DAMAGE TO ADJACENT PROPERTIES DURING THE CONSTRUCTION PHASES OF THIS PROJECT. CONTRACTOR WILL BE HELD SOLELY RESPONSIBLE FOR ANY DAMAGES TO THE ADJACENT PROPERTIES OCCURRING DURING THE CONSTRUCTION PHASES OF THIS PROJECT. 5. SAFETY NOTICE TO CONTRACTORS: IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS ON THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE DUTY OF THE ENGINEER OR THE DEVELOPER TO CONDUCT CONSTRUCTION REVIEW OF THE CONTRACTOR'S PERFORMANCE IS NOT INTENDED TO INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY MEASURES IN, ON OR NEAR THE CONSTRUCTION SITE. 6. CONTRACTOR SHALL COMPLETE THE SITE GRADING CONSTRUCTION IN ACCORDANCE WITH THE REQUIREMENTS OF THE OWNER'S SOILS ENGINEER. ALL SOIL TESTING SHALL BE COMPLETED BY THE OWNER'S SOILS ENGINEER. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL REQUIRED SOIL TESTS AND INSPECTIONS WITH THE SOILS ENGINEER. A GEOTECHNICAL ENGINEERING SOILS REPORT HAS BEEN COMPLETED BY: COMPANY: ADDRESS: PHONE: DATE: CONTRACTOR SHALL OBTAIN A COPY OF THE SOILS REPORT. 7. CONTRACTOR SHALL COMPLETE DEWATERING AS REQUIRED TO COMPLETE THE SITE GRADING CONSTRUCTION. 8. PRIOR TO PLACEMENT OF THE AGGREGATE BASE, A TEST ROLL SHALL BE PERFORMED ON THE STREET AND PARKING AREA SUBGRADE. CONTRACTOR SHALL PROVIDE A LOADED TANDEM AXLE TRUCK WITH A GROSS WEIGHT OF 25 TONS. THE TEST ROLLING SHALL BE AT THE DIRECTION OF THE SOILS ENGINEER AND SHALL BE COMPLETED IN AREAS AS DIRECTED BY THE SOILS ENGINEER. CORRECTION OF THE SUBGRADE SOILS SHALL BE COMPLETED IN ACCORDANCE WITH THE REQUIREMENTS OF THE SOILS ENGINEER. 9. REPLACE ALL SUBGRADE SOIL DISTURBED DURING THE CONSTRUCTION THAT HAVE BECOME UNSUITABLE AND WILL NOT PASS A TEST ROLL. REMOVE UNSUITABLE SOIL FROM THE SITE AND IMPORT SUITABLE SOIL AT NO ADDITIONAL COST TO THE OWNER. 10. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING VEHICULAR AND PEDESTRIAN TRAFFIC CONTROL DEVICES SUCH AS BARRICADES, WARNING SIGNS, DIRECTIONAL SIGNS, FLAGMEN AND LIGHTS TO CONTROL THE MOVEMENT OF TRAFFIC WHERE NECESSARY. TRAFFIC CONTROL DEVICES SHALL CONFORM TO APPROPRIATE MINNESOTA DEPARTMENT OF TRANSPORTATION STANDARDS. 11. EXISTING TREES AND OTHER NATURAL VEGETATION WITHIN THE PROJECT AND/OR ADJACENT TO THE PROJECT ARE OF PRIME CONCERN TO THE CONTRACTOR'S OPERATIONS AND SHALL BE A RESTRICTED AREA. CONTRACTOR SHALL PROTECT TREES TO REMAIN AT ALL TIMES. EQUIPMENT SHALL NOT NEEDLESSLY BE OPERATED UNDER NEARBY TREES AND EXTREME CAUTION SHALL BE EXERCISED WHEN WORKING ADJACENT TO TREES. SHOULD ANY PORTION OF THE TREE BRANCHES REQUIRE REMOVAL TO PERMIT OPERATION OF THE CONTRACTOR'S EQUIPMENT, CONTRACTOR SHALL OBTAIN THE SERVICES OF A PROFESSIONAL TREE TRIMMING SERVICE TO TRIM THE TREES PRIOR TO THE BEGINNING OF OPERATION. SHOULD CONTRACTOR'S OPERATIONS RESULT IN THE BREAKING OF ANY LIMBS, THE BROKEN LIMBS SHOULD BE REMOVED IMMEDIATELY AND CUTS SHALL BE PROPERLY PROTECTED TO MINIMIZE ANY LASTING DAMAGE TO THE TREE. NO TREES SHALL BE REMOVED WITHOUT AUTHORIZATION BY THE ENGINEER. COSTS FOR TRIMMING SERVICES SHALL BE CONSIDERED INCIDENTAL TO THE GRADING CONSTRUCTION AND NO SPECIAL PAYMENT WILL BE MADE. a. RESTRICTED AREAS SHALL INCLUDE ALL DESIGNATED TREED AREAS OUTSIDE OF THE DESIGNATED CONSTRUCTION ZONE. ALL VEGETATION WITHIN THE RESTRICTED AREAS SHALL REMAIN. b. CONTRACTOR SHALL RESTRICT ALL GRADING AND CONSTRUCTION ACTIVITIES TO AREAS DESIGNATED ON THE PLANS. ACTIVITIES WITHIN THE CONSTRUCTION MAY BE RESTRICTED TO A NARROWER WIDTH IN THE FIELD TO SAVE ADDITIONAL TREES AS DIRECTED BY THE OWNER. c. ACTIVITIES PROHIBITED OUTSIDE OF THE CONSTRUCTION BOUNDARIES WOULD INCLUDE, BUT NOT BE LIMITED TO: SOIL AND OTHER MATERIAL STOCKPILING, EQUIPMENT OR MACHINERY STORAGE, DRIVING OF ANY VEHICLE, LEAKAGE OR SPILLAGE OF ANY "WASHOUT" OR OTHER TOXIC MATERIAL. THE COLLECTION OF OTHER DEBRIS AND SOIL STOCKPILING WILL BE IN AN AREA DETERMINED ON-SITE BY THE ENGINEER. d. ALL RESTRICTED AREAS SHALL BE FENCED OFF WITH BRIGHT ORANGE POLYETHYLENE SAFETY NETTING AND STEEL STAKES AS SHOWN ON THE TREE PROTECTION DETAIL. AT NO TIME SHALL THIS FENCING BE REMOVED OR ACTIVITY OF ANY KIND TAKE PLACE WITHIN IT. FINAL PLACEMENT OF ALL PROTECTIVE FENCING SHALL BE COMPLETE BEFORE ANY WORK COMMENCES ON-SITE. e. BEFORE COMMENCING WITH ANY EXCAVATION CONTRACTOR SHALL COMPLETE ALL PREPARATORY WORK REGARDING TREE REMOVAL, ROOT PRUNING, TREE PRUNING AND STUMP REMOVAL TO THE SATISFACTION OF THE OWNER. f. PREPARATORY WORK SHALL INCLUDE THE FOLLOWING AND SHALL BE COMPLETED UNDER THE DIRECT SUPERVISION OF THE OWNER'S REPRESENTATIVE: i. TREE REMOVAL: CONTRACTOR SHALL FELL THE TREES. AT NO TIME SHALL TREES BE BULLDOZED OUT, BUT SHALL BE CUT DOWN AND STUMPS REMOVED SEPARATELY. PRIOR TO THE FELLING OF ALL TREES, PROPER REMOVAL OF A PORTION OR ALL OF THE CANOPY SHALL BE COMPLETED SO THAT TREES IN THE RESTRICTED AREAS SHALL NOT BE INJURED IN THE PROCESS. ii. ROOT PRUNING: BEFORE ANY STUMPS ARE TO BE REMOVED, ALL ROOTS SHALL BE SEVERED FROM ROOTS IN THE RESTRICTED AREAS BY SAW CUTTING WITH A VERMEER DESIGNED FOR ROOT PRUNING, BY HAND, OR WITH A CHAINSAW. TREE ROOTS PROJECTING INTO THE CONSTRUCTION ZONE SHALL BE EXPOSED PRIOR TO ROOT PRUNING WITH SMALL MACHINERY, I.E.,, BOBCAT. iii. STUMP REMOVAL: AT SUCH TIME THAT ROOTS HAVE BEEN PROPERLY SEVERED, STUMPS MAY BE REMOVED. WHERE REMOVAL OF CERTAIN STUMPS COULD CAUSE DAMAGE TO EXISTING PROTECTED TREES, TREE STUMPS SHALL BE GROUND OUT. ALL STUMP REMOVAL SHALL BE UNDER THE DIRECT SUPERVISION OF THE OWNER'S REPRESENTATIVE. iv. TREE PRUNING: PROPER PRUNING OF TREES IN THE RESTRICTED ZONE SHALL BE DIRECTED BY AND SUPERVISION AT ALL TIMES BY THE OWNER'S REPRESENTATIVE. g. AN OWNER'S REPRESENTATIVE WILL BE AVAILABLE AT ALL TIMES DURING THE PREPARATORY AND CONSTRUCTION PERIOD. h. MULCH RATHER THAN SEED OR SOD WILL BE USED AT THE BASE OF QUALITY TREES TO A PERIMETER DETERMINED BY THE OWNER'S REPRESENTATIVE. AREAS TO BE SEEDED FOR EROSION CONTROL PURPOSES WITHIN THE CONSTRUCTION ZONE ARE TO BE DETERMINED BY THE OWNER'S REPRESENTATIVE. NATURAL GROUND COVER WILL BE MAINTAINED WHEREVER POSSIBLE. i. THE USE OF RETAINING WALLS NEAR TREES, IN ADDITION TO THOSE REQUIRED ON THE PLANS SHALL BE DETERMINED IN THE FIELD, BASED ON TREE LOCATIONS AND TOPOGRAPHY. 12. EXCAVATE TOPSOIL FROM AREAS TO BE FURTHER EXCAVATED OR REGRADED AND STOCKPILE IN AREAS DESIGNATED ON THE SITE. CONTRACTOR SHALL SALVAGE ENOUGH TOPSOIL FOR RESPREADING ON THE SITE AS SPECIFIED. EXCESS TOPSOIL SHALL BE PLACED IN EMBANKMENT AREAS, OUTSIDE OF BUILDING PADS, ROADWAYS AND PARKING AREAS. CONTRACTOR SHALL SUBCUT CUT AREAS, WHERE TURF IS TO BE ESTABLISHED, TO THE DEPTH SPECIFIED IN THE LANDSCAPING PLANS. RESPREAD TOPSOIL IN AREAS WHERE TURF IS TO BE ESTABLISHED PER LANDSCAPING PLANS. 13. TRENCH BORROW CONSTRUCTION: IF ALLOWED BY THE OWNER, CONTRACTOR SHALL COMPLETE "TRENCH BORROW" EXCAVATION IN AREAS DIRECTED BY THE ENGINEER IN ORDER TO OBTAIN STRUCTURAL MATERIAL. TREES SHALL NOT BE REMOVED OR DAMAGED AS A RESULT OF THE EXCAVATION, UNLESS APPROVED BY THE ENGINEER. THE EXCAVATION SHALL COMMENCE A MINIMUM OF 10 FEET FROM THE LIMIT OF THE BUILDING PAD. THE EXCAVATION FROM THIS LIMIT SHALL EXTEND AT A MINIMUM SLOPE OF 1 FOOT HORIZONTAL TO 1 FOOT VERTICAL (1:1) DOWNWARD AND OUTWARD FROM THE FINISHED SURFACE GRADE ELEVATION. THE TRENCH BORROW EXCAVATION SHALL BE BACKFILLED TO THE PROPOSED FINISHED GRADE ELEVATION, AND SHALL BE COMPACTED IN ACCORDANCE WITH REQUIREMENTS OF THE QUALITY COMPACTION METHOD AS OUTLINED IN MN/DOT SPECIFICATION 2105.3F2. SNOW FENCE SHALL BE FURNISHED AND PLACED ALONG THE PERIMETER OF THE TRENCH BORROW AREA WHERE THE SLOPES EXCEED 2 FOOT HORIZONTAL TO 1 FOOT VERTICAL (2:1). 14. FINISHED GRADING SHALL BE COMPLETED, CONTRACTOR SHALL UNIFORMLY GRADE AREAS WITHIN LIMITS OF GRADING, INCLUDING ADJACENT TRANSITION AREAS. PROVIDE A SMOOTH FINISHED SURFACE WITHIN SPECIFIED TOLERANCES, WITH UNIFORM LEVELS OR SLOPES BETWEEN POINTS WHERE ELEVATIONS ARE SHOWN, OR BETWEEN SUCH POINTS AND EXISTING GRADES. AREAS THAT HAVE BEEN FINISHED GRADED SHALL BE PROTECTED FROM SUBSEQUENT CONSTRUCTION OPERATIONS, TRAFFIC AND EROSION. REPAIR ALL AREAS THAT HAVE BECOME RUTTED, ERODED OR HAS SETTLED BELOW THE CORRECT GRADE. ALL AREAS DISTURBED BY THE CONTRACTOR'S OPERATIONS SHALL BE RESTORED TO EQUAL OR BETTER THAN ORIGINAL CONDITION OR TO THE REQUIREMENTS OF THE NEW WORK. 15. TOLERANCES a. THE RESIDENTIAL BUILDING SUBGRADE FINISHED SURFACE ELEVATION SHALL NOT VARY BY MORE THAN 0.30 FOOT ABOVE, OR 0.30 FOOT BELOW, THE PRESCRIBED ELEVATION AT ANY POINT WHERE MEASUREMENT IS MADE. b. THE COMMERCIAL BUILDING SUBGRADE FINISHED SURFACE ELEVATION SHALL NOT VARY BY MORE THAN 0.10 FOOT ABOVE, OR 0.10 FOOT BELOW, THE PRESCRIBED ELEVATION AT ANY POINT WHERE MEASUREMENT IS MADE. c. THE STREET OR PARKING AREA SUBGRADE FINISHED SURFACE ELEVATION SHALL NOT VARY BY MORE THAN 0.05 FOOT ABOVE, OR 0.10 FOOT BELOW, THE PRESCRIBED ELEVATION OF ANY POINT WHERE MEASUREMENT IS MADE. d. AREAS WHICH ARE TO RECEIVE TOPSOIL SHALL BE GRADED TO WITHIN 0.1000T ABOVE OR BELOW THE REQUIRED ELEVATION, UNLESS DIRECTED OTHERWISE BY THE ENGINEER. e. TOPSOIL SHALL BE GRADED TO PLUS OR MINUS 1/2 INCH OF THE SPECIFIED THICKNESS. 16. AFTER THE SITE GRADING IS COMPLETED, IF EXCESS OR SHORTAGE OF SOIL MATERIAL EXISTS, CONTRACTOR SHALL TRANSPORT ALL EXCESS SOIL MATERIAL OFF THE SITE TO AN AREA SELECTED BY THE CONTRACTOR, OR IMPORT SUITABLE MATERIAL TO THE SITE. 17. CONTRACTOR SHALL DETERMINE THE LOCATION OF ANY HAUL ROADS THAT MAY BE REQUIRED TO COMPLETE THE SITE GRADING CONSTRUCTION AND SHALL INDICATE HAUL ROADS ON EROSION AND SEDIMENT CONTROL "SITE MAP". CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF THE GOVERNING AUTHORITY OF EACH ROADWAY. CONTRACTOR SHALL POST WHATEVER SECURITY AND COMPLY WITH ALL CONDITIONS WHICH ARE REQUIRED BY EACH GOVERNING AUTHORITY OF EACH ROADWAY. 18. DISTURBED AREAS WITHIN WETLAND MITIGATION SITE AND ANY DISTURBED AREAS WITHIN THE WETLAND SHALL BE RESTORED WITH 6 TO 12 INCHES OF ORGANIC SOILS, PREFERABLY SOILS THAT WERE PREVIOUSLY REMOVED FROM WETLAND AREAS. SEEDING IN THE WETLAND MITIGATION AREAS ABOVE THE NORMAL WATER LEVEL SHALL BE MN STATE SEED MIX 34-271, WET MEADOW SOUTH AND WEST, OR APPROVED EQUAL. FOR STATE SEED MIXES, OATS AND WINTER WHEAT SHOULD BE SELECTED BASED ON THE TIME OF YEAR THAT THE MIX IS BEING USED. OATS SHOULD BE INCLUDED IN MIXES IF BEING USED BETWEEN OCTOBER 15TH AND AUGUST 1ST. WINTER WHEAT SHOULD BE USED BETWEEN AUGUST 1ST AND OCTOBER 15TH. THE SEEDING RATE IS THE SAME FOR OATS AND WINTER WHEAT. MIX 34-271 SHOULD BE APPLIED AT 12 POUNDS PER ACRE. SEED SHALL BE WATERED UNTIL A HEALTHY STAND OF VEGETATION IS OBTAINED. 19. FILL PLACED WITHIN THE BUILDING PAD AREAS SHALL BE IN CONFORMANCE WITH HUD/FHA PROCEDURES AND DATA SHEET 79G. 20. RETAINING WALL(S) SHALL BE CONSTRUCTED OF MODULAR BLOCK MATERIAL. CONTRACTOR SHALL SUBMIT TO THE ENGINEER AND LOCAL AUTHORITY CERTIFIED ENGINEERING DRAWINGS, DESIGN CALCULATIONS AND SOIL BORINGS. THE CERTIFIED ENGINEER FOR THE RETAINING WALL(S) SHALL PROVIDE CONSTRUCTION OBSERVATIONS OF THE RETAINING WALL IMPROVEMENT, AND A LETTER CERTIFYING THE INSTALLATION OF THE WALL(S) WAS CONSTRUCTED IN CONFORMANCE WITH THE PLANS AND SPECIFICATIONS. 21. CONTRACTOR SHALL PROVIDE RECORD PLANS AS REQUIRED BY PERMITTING AGENCIES. 22. NEW ADA RAMPS MUST BE COMPLIANT WITH THE LATEST ADA STANDARDS, INSPECTED FOR COMPLIANCE BY THE CONTRACTOR AND A MNDOT ADA WORKSHEET FOR EACH RAMP PROVIDED TO THE CITY OF ROGERS.					
NO	DATE	BY	CKD	APPR	COMMENT
	07/07/2024	TPK	JDB	JDB	SITE PLAN APPLICATION
	11/14/2024	TPK	JDB	JDB	SITE PLAN RESUBMITTAL
© 2021 Sambatek					

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.	PRELIMINARY 08/07/2024 DESIGN REVIEW	DRAWN BY TPK DESIGNED BY JDB
Print Name: JOSEPH D. BAILEY	PERMIT SUBMITTAL	CHECKED BY JDB
Date _____ License # 58645	CONSTRUCTION DOCUMENTS	PROJECT NO. 51493



GRADING PLAN NOTES		SHEET
CP WEST, LLC NORTHDALE BOULEVARD INDUSTRIAL PRELIMINARY DEVELOPMENT PLANS ROGERS, MINNESOTA		C4.04 9 OF 33 REV.

24.15 (LMS TECH) | EMILY CASTANIAS, PE (MN) | 11/14/2024 4:02:01 PM
C:\PROJECTS\15493\CAD\SHEETS\15493-C5.01-EROS.DWG C5.01 PHASE ONE EROSION CONTROL PLAN



LEGEND

- | PROPOSED | EXISTING | |
|----------|----------|---|
| | | CONCRETE CURB |
| | | STORM SEWER |
| | | DRAINTILE |
| | | CONTOUR |
| | | RIPRAP |
| | | OVERFLOW ELEV. |
| | | BIO-ROLL |
| | | SILT FENCE |
| | | SILT DIKE |
| | | LIMITS OF DISTURBANCE |
| | | SOIL BORING |
| | | DIRECTION OF OVERLAND FLOW |
| | | TEMPORARY DIVERSION DITCH |
| | | CHECK DAM |
| | | LIMITS OF DRAINAGE SUB-BASIN |
| | | INLET PROTECTION DEVICE |
| | | TEMPORARY STONE CONSTRUCTION ENTRANCE |
| | | TEMPORARY SEDIMENT BASIN |
| | | TEMPORARY STABILIZATION MEASURES (SEED, MULCH, MATS OR BLANKETS AS OUTLINED IN THE SWPPP) |
| | | TEMPORARY STORAGE AND PARKING AREA |

EROSION CONTROL MATERIALS QUANTITIES

ITEM	UNIT	QUANTITY
SILT FENCE	LINEAR FEET	4,228
CONSTRUCTION ENTRANCE	UNIT	1

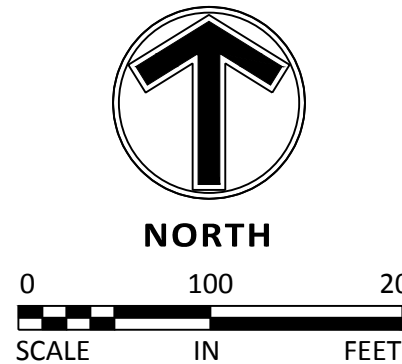
* REFER TO SHEET C5.03 & C5.04 FOR GENERAL NOTES, MAINTENANCE NOTES, LOCATION MAPS, AND STANDARD DETAILS

NOTE TO CONTRACTOR

THE EROSION CONTROL PLAN SHEETS ALONG WITH THE REST OF THE SWPPP MUST BE KEPT ONSITE UNTIL THE NOTICE OF TERMINATION IS FILED WITH THE MPCA. THE CONTRACTOR MUST UPDATE THE SWPPP, INCLUDING THE EROSION CONTROL PLAN SHEETS AS NECESSARY TO INCLUDE ADDITIONAL REQUIREMENTS, SUCH AS ADDITIONAL OR MODIFIED BMPs DESIGNED TO CORRECT PROBLEMS IDENTIFIED. AFTER FILING THE NOTICE OF TERMINATION, THE SWPPP, INCLUDING THE EROSION CONTROL PLAN SHEETS, AND ALL REVISIONS TO IT MUST BE SUBMITTED TO THE OWNER, TO BE KEPT ON FILE IN ACCORDANCE WITH THE RECORD RETENTION REQUIREMENTS DESCRIBED IN THE SWPPP NARRATIVE.

THE SUBSURFACE UTILITY INFORMATION SHOWN ON THESE PLANS IS A UTILITY QUALITY LEVEL D. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF ASCE/CI 38-02, TITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA." THE CONTRACTOR AND/OR SUBCONTRACTORS SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, BY CONTACTING THE NOTIFICATION CENTER (GOPHER STATE ONE FOR MINNESOTA). THE CONTRACTOR AND/OR SUBCONTRACTOR AGREE TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES, WHICH MIGHT BE OCCASIONED BY HIS OR HER FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UTILITIES (UNDERGROUND AND OVERHEAD).

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.



NO	DATE	BY	CKD	APPR	COMMENT
	07/07/2024	TPK	JDB	JDB	SITE PLAN APPLICATION
	11/14/2024	TPK	JDB	JDB	SITE PLAN RESUBMITTAL

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

Print Name: JOSEPH D. BAILEY

Date: License #: 58645

PRELIMINARY
08/07/2024
DESIGN REVIEW

PERMIT SUBMITTAL

CONSTRUCTION DOCUMENTS

DRAWN BY
TPK

DESIGNED BY
JDB

CHECKED BY
JDB

PROJECT NO.
51493

www.sambatek.com
Engineering | Surveying | Planning | Environmental

PHASE ONE EROSION CONTROL PLAN

CP WEST, LLC
NORTHDALE BOULEVARD INDUSTRIAL
PRELIMINARY DEVELOPMENT PLANS
ROGERS, MINNESOTA

SHEET
C5.01
10 OF 33
REV.

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

Print Name: JOSEPH D. BAILEY

Date _____ License # 58645

DRAWN BY TPK
DESIGNED BY JDB
CHECKED BY JDB
PROJECT NO. 51493



C5.02
11 OF 33
REV.

EROSION & SEDIMENTATION CONTROL NOTES & DETAILS / "SITE MAP"



SITE LOCATION MAP

NOT TO SCALE



USGS MAP

NOT TO SCALE

SEQUENCE OF CONSTRUCTION

PHASE I:

1. INSTALL STABILIZED CONSTRUCTION ENTRANCES.
2. PREPARE TEMPORARY PARKING AND STORAGE AREA.
3. CONSTRUCT THE SILT FENCES ON THE SITE.
4. INSTALL INLET PROTECTION DEVICES ON EXISTING STORM STRUCTURES, AS SHOWN ON THE PLAN.
5. CONSTRUCT THE SEDIMENTATION AND SEDIMENT TRAP BASINS, AS REQUIRED.
6. HALT ALL ACTIVITIES AND CONTACT THE CIVIL ENGINEERING CONSULTANT TO PERFORM INSPECTION OF BMPs. GENERAL CONTRACTOR SHALL SCHEDULE AND CONDUCT STORM WATER PRE-CONSTRUCTION MEETING WITH ENGINEER AND ALL GROUND DISTURBING CONTRACTORS BEFORE PROCEEDING WITH CONSTRUCTION.
7. CLEAR AND GRUB THE SITE.
8. BEGIN GRADING THE SITE.
9. START CONSTRUCTION OF BUILDING PAD AND STRUCTURES.

PHASE II:

1. TEMPORARY SEED DENUDEED AREAS.
2. INSTALL UTILITIES, UNDERDRAINS, STORM SEWERS, CURBS AND GUTTERS.
3. INSTALL RIP RAP AROUND OUTLET STRUCTURES.
4. INSTALL INLET PROTECTION AROUND ALL STORM SEWER STRUCTURES.
5. PREPARE SITE FOR PAVING.
6. PAVE SITE.
7. INSTALL INLET PROTECTION DEVICES.
8. COMPLETE GRADING AND INSTALL PERMANENT SEEDING AND PLANTING.
9. REMOVE ALL TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES (ONLY IF SITE IS STABILIZED), IF REQUIRED BY THE CONTRACT.

AREA SUMMARY IN ACRES

PAVEMENT AREA	16.21 AC±
BUILDING AREA	12.78 AC±
SEEDED AREA	9.78 AC±
TOTAL DISTURBED	38.78 AC±
PRE - CONSTRUCTION IMPERVIOUS	0.08 AC±
POST - CONSTRUCTION IMPERVIOUS	29.00 AC±

GENERAL EROSION NOTES

1. CONSTRUCTION SHALL COMPLY WITH ALL APPLICABLE GOVERNING CODES AND BE CONSTRUCTED TO SAME. WHERE A CONFLICT EXISTS BETWEEN LOCAL JURISDICTIONAL STANDARD SPECIFICATIONS AND SAMBATEK STANDARD SPECIFICATIONS, THE MORE STRINGENT SPECIFICATION SHALL APPLY.
2. THE STORMWATER POLLUTION PREVENTION PLAN (SWPPP) IS COMPRISED OF THIS DRAWING (EROSION & SEDIMENTATION CONTROL PLAN-ESC PLAN), THE STANDARD DETAILS, THE PLAN NARRATIVE, AND ITS APPENDICES, PLUS THE PERMIT AND ALL SUBSEQUENT REPORTS AND RELATED DOCUMENTS.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLETING & SUBMITTING THE APPLICATION FOR THE MPCA GENERAL STORMWATER PERMIT FOR CONSTRUCTION ACTIVITY. ALL CONTRACTORS AND SUBCONTRACTORS INVOLVED WITH STORM WATER POLLUTION PREVENTION SHALL OBTAIN A COPY OF THE SWPPP AND THE STATE OF MINNESOTA NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM GENERAL PERMIT (NPDES PERMIT, ISSUED AUGUST 1, 2023) AND BECOME FAMILIAR WITH THE CONTENTS. THE SWPPP AND ALL OTHER RELATED DOCUMENTS MUST BE KEPT AT THE SITE DURING CONSTRUCTION.
4. CONTRACTOR SHALL IMPLEMENT BEST MANAGEMENT PRACTICES (BMP'S) AS REQUIRED BY THE SWPPP & PERMITS. CONTRACTOR SHALL OVERSEE THE INSPECTION & MAINTENANCE OF THE BMP'S AND EROSION PREVENTION FROM BEGINNING OF CONSTRUCTION AND UNTIL CONSTRUCTION IS COMPLETED, IS APPROVED BY ALL AUTHORITIES, AND THE NOTICE OF TERMINATION (NOT) HAS BEEN FILED WITH THE MPCA BY EITHER THE OWNER OR OPERATOR AS APPROVED ON PERMIT. ADDITIONAL BMP'S SHALL BE IMPLEMENTED AS DICTATED BY CONDITIONS AT NO ADDITIONAL COST TO OWNER THROUGHOUT ALL PHASES OF CONSTRUCTION.
5. CONTRACTOR SHALL COMPLY WITH TRAINING REQUIREMENTS IN PART 21.1-21.3 OF THE GENERAL PERMIT.
6. BMP'S AND CONTROLS SHALL CONFORM TO FEDERAL, STATE, OR LOCAL REQUIREMENTS OR MANUAL OF PRACTICE, AS APPLICABLE. CONTRACTOR SHALL IMPLEMENT ADDITIONAL CONTROLS AS DIRECTED BY PERMITTING AGENCY OR OWNER.
7. ESC PLAN MUST CLEARLY DELINEATE ALL STATE WATERS. PERMITS FOR ANY CONSTRUCTION ACTIVITY IMPACTING STATE WATERS OR REGULATED WETLANDS MUST BE MAINTAINED ON SITE AT ALL TIMES.
8. CONTRACTOR SHALL MINIMIZE CLEARING TO THE MAXIMUM EXTENT PRACTICAL OR AS REQUIRED BY THE GENERAL PERMIT. THE BOUNDARIES OF THE CLEARING LIMITS SHOWN ON THE ESC PLANS SHALL BE CLEARLY DELINEATED (E.G. WITH FLAGS, STAKES, SIGNS, SILT FENCE, ETC.) ON THE DEVELOPMENT SITE BEFORE WORK BEGINS. GROUND DISTURBING ACTIVITIES MUST NOT OCCUR OUTSIDE THE LIMITS OF DISTURBANCE.
9. GENERAL CONTRACTOR SHALL DENOTE ON PLAN THE TEMPORARY PARKING AND STORAGE AREA WHICH SHALL ALSO BE USED AS THE EQUIPMENT MAINTENANCE AND CLEANING AREA, EMPLOYEE PARKING AREA, AND AREA FOR LOCATING PORTABLE FACILITIES, OFFICE TRAILERS, AND TOILET FACILITIES.
10. ALL WASH WATER (CONCRETE TRUCKS, VEHICLE CLEANING, EQUIPMENT CLEANING, ETC.) MUST BE LIMITED TO A DEFINED AREA OF THE SITE AND SHALL BE CONTAINED AND PROPERLY TREATED OR DISPOSED. NO ENGINE DEGREASING IS ALLOWED ON SITE.
11. ALL LIQUID AND SOLID WASTES GENERATED BY CONCRETE WASHOUT OPERATIONS MUST BE CONTAINED IN A LEAK-PROOF CONTAINMENT FACILITY OR IMPERMEABLE LINER. A COMPACTED CLAY LINER IS NOT ACCEPTABLE. THE LIQUID AND SOLID WASTES MUST NOT CONTACT THE GROUND, AND THERE MUST NOT BE RUNOFF FROM THE CONCRETE WASHOUT OPERATIONS OR AREAS. LIQUID AND SOLID WASTES MUST BE DISPOSED OF PROPERLY AND IN COMPLIANCE WITH MPCA REGULATIONS. A SIGN MUST BE INSTALLED ADJACENT TO EACH WASHOUT FACILITY TO INFORM CONCRETE EQUIPMENT OPERATORS TO UTILIZE THE PROPER FACILITIES. SELF-CONTAINED CONCRETE WASHOUTS ON CONCRETE DELIVERY TRUCKS ARE ALLOWED.
12. SUFFICIENT OIL AND GREASE ABSORBING MATERIALS AND FLOTATION BOOMS SHALL BE MAINTAINED ON SITE OR READILY AVAILABLE TO CONTAIN AND CLEAN-UP FUEL OR CHEMICAL SPILLS AND LEAKS.
13. DUST ON THE SITE SHALL BE CONTROLLED. THE USE OF MOTOR OILS AND OTHER PETROLEUM BASED OR TOXIC LIQUIDS FOR DUST SUPPRESSION OPERATIONS IS PROHIBITED.
14. SOLID WASTE: COLLECTED SEDIMENT, ASPHALT & CONCRETE MILLINGS, FLOATING DEBRIS, PAPER, PLASTIC, FABRIC, CONSTRUCTION & DEMOLITION DEBRIS & OTHER WASTES MUST BE DISPOSED OF PROPERLY & MUST COMPLY WITH MPCA DISPOSAL REQUIREMENTS.
15. HAZARDOUS MATERIALS: OIL, GASOLINE, PAINT & ANY HAZARDOUS SUBSTANCES MUST BE PROPERLY STORED, INCLUDING SECONDARY CONTAINMENT, TO PREVENT SPILLS, LEAKS OR OTHER DISCHARGE. RESTRICTED ACCESS TO STORAGE AREAS MUST BE PROVIDED TO PREVENT VANDALISM. STORAGE & DISPOSAL OF HAZARDOUS WASTE MUST BE IN COMPLIANCE WITH MPCA REGULATIONS.
16. ALL STORM WATER POLLUTION PREVENTION MEASURES PRESENTED ON THIS PLAN, AND IN THE SWPPP, SHALL BE INITIATED AS SOON AS PRACTICABLE AND PRIOR TO SOIL DISTURBING ACTIVITIES USLOPE.
17. DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY HAS STOPPED SHALL BE TEMPORARILY SEEDED, WITHIN 14 DAYS OF INACTIVITY. SEEDING SHALL BE IN ACCORDANCE WITH MN/DOT SEED MIXTURE NUMBER 21-111 OR 21-112 DEPENDING ON THE SEASON OF PLANTING (SEE MN/DOT SPECIFICATION SECTION 2575.3) SEEDING METHOD AND APPLICATION RATE SHALL CONFORM TO MN/DOT SPECIFICATION SECTION 2575.3. TEMPORARY MULCH SHALL BE APPLIED IN ACCORDANCE WITH MN/DOT SPECIFICATION SECTION 2575.3F1 AND 2575.3G. ALTERNATIVELY, HYDRAULIC SOIL STABILIZER IN ACCORDANCE WITH MN/DOT SPECIFICATION SECTION 2575.3H MAY BE USED IN PLACE OF TEMPORARY MULCH.
18. DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY HAS PERMANENTLY STOPPED SHALL BE PERMANENTLY STABILIZED. THESE AREAS SHALL BE STABILIZED IN ACCORDANCE WITH THE TIME TABLE DESCRIBED ABOVE. REFER TO THE GRADING PLAN AND/OR LANDSCAPE PLAN FOR VEGETATIVE COVER.
19. CONTRACTORS OR SUBCONTRACTORS WILL BE RESPONSIBLE FOR REMOVING SEDIMENT FROM CONVEYANCES & FROM TEMPORARY SEDIMENTATION BASINS THAT ARE TO BE USED AS PERMANENT WATER QUALITY MANAGEMENT BASINS. SEDIMENT MUST BE STABILIZED TO PREVENT IT FROM BEING WASHED BACK INTO THE BASIN, CONVEYANCES, OR DRAINAGEWAYS DISCHARGING OFF-SITE OR TO SURFACE WATERS. THE CLEANOUT OF PERMANENT BASINS MUST BE SUFFICIENT TO RETURN THE BASIN TO DESIGN CAPACITY.
20. ON-SITE & OFF-SITE SOIL STOCKPILE AND BORROW AREAS SHALL BE PROTECTED FROM EROSION AND SEDIMENTATION THROUGH IMPLEMENTATION OF BMP'S. STOCKPILE AND BORROW AREA LOCATIONS SHALL BE NOTED ON THE SITE MAP AND PERMITTED IN ACCORDANCE WITH GENERAL PERMIT REQUIREMENTS.
21. TEMPORARY SOIL STOCKPILES MUST HAVE SILT FENCE OR OTHER EFFECTIVE SEDIMENT CONTROLS & CANNOT BE PLACED IN SURFACE WATERS, INCLUDING STORMWATER CONVEYANCES SUCH AS CURB & GUTTER SYSTEMS OR CONDUITS & DITCHES.
22. SLOPES SHALL BE LEFT IN A ROUGHENED CONDITION DURING THE GRADING PHASE TO REDUCE RUNOFF VELOCITIES AND EROSION.
23. DUE TO THE GRADE CHANGES DURING THE DEVELOPMENT OF THE PROJECT, CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING THE EROSION CONTROL MEASURES (SILT FENCES, CHECK DAMS, INLET PROTECTION DEVICES, ETC.) TO PREVENT EROSION.
24. ALL CONSTRUCTION SHALL BE STABILIZED AT THE END OF EACH WORKING DAY, THIS INCLUDES BACKFILLING OF TRENCHES FOR UTILITY CONSTRUCTION AND PLACEMENT OF GRAVEL OR BITUMINOUS PAVING FOR ROAD CONSTRUCTION.

MAINTENANCE NOTES

ALL MEASURES STATED ON THIS EROSION AND SEDIMENT CONTROL PLAN, AND IN THE STORM WATER POLLUTION PREVENTION PLAN SHALL BE MAINTAINED IN FULLY FUNCTIONAL CONDITION UNTIL NO LONGER REQUIRED FOR A COMPLETED PHASE OF WORK OR FINAL STABILIZATION OF THE SITE. THE DESIGNATED CONTACT PERSON NOTED ON THIS PLAN MUST ROUTINELY INSPECT THE CONSTRUCTION ON SITE ONCE EVERY SEVEN DAYS DURING ACTIVE CONSTRUCTION AND WITHIN 24 HOURS AFTER A RAINFALL EVENT GREATER THAN 0.5 INCHES IN 24 HOURS. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE CLEANED AND REPAIRED IN ACCORDANCE WITH THE FOLLOWING:

1. ALL SILT FENCES MUST BE REPAIRED, REPLACED, OR SUPPLEMENTED WHEN THEY BECOME NONFUNCTIONAL OR THE SEDIMENT REACHES 1/2 OF THE HEIGHT OF THE FENCE. THESE REPAIRS MUST BE MADE WITHIN 24 HOURS OF DISCOVERY, OR AS SOON AS FIELD CONDITIONS ALLOW ACCESS.
2. TEMPORARY AND PERMANENT SEDIMENTATION BASINS MUST BE DRAINED AND THE SEDIMENT REMOVED WHEN THE DEPTH OF SEDIMENT COLLECTED IN THE BASIN REACHES 1/2 THE STORAGE VOLUME. DRAINAGE AND REMOVAL MUST BE COMPLETED WITHIN 72 HOURS OF DISCOVERY, OR AS SOON AS FIELD CONDITIONS ALLOW ACCESS (SEE PART 10.1-10.5 OF THE GENERAL PERMIT).
3. SURFACE WATERS, INCLUDING DRAINAGE DITCHES AND CONVEYANCE SYSTEMS, MUST BE INSPECTED FOR EVIDENCE OF SEDIMENT BEING DEPOSITED BY EROSION. CONTRACTOR MUST REMOVE ALL DELTAS AND SEDIMENT DEPOSITED IN SURFACE WATERS, INCLUDING DRAINAGE WAYS, CATCH BASINS, AND OTHER DRAINAGE SYSTEMS, AND RESTABILIZE THE AREAS WHERE SEDIMENT REMOVAL RESULTS IN EXPOSED SOIL. THE REMOVAL AND STABILIZATION MUST TAKE PLACE WITHIN SEVEN (7) DAYS OF DISCOVERY UNLESS PRECLUDED BY LEGAL, REGULATORY, OR PHYSICAL ACCESS CONSTRAINTS. CONTRACTOR SHALL USE ALL REASONABLE EFFORTS TO OBTAIN ACCESS. IF PRECLUDED, REMOVAL AND STABILIZATION MUST TAKE PLACE WITHIN SEVEN (7) CALENDAR DAYS OF OBTAINING ACCESS. CONTRACTOR IS RESPONSIBLE FOR CONTACTING ALL LOCAL, REGIONAL, STATE AND FEDERAL AUTHORITIES AND RECEIVING ANY APPLICABLE PERMITS, PRIOR TO CONDUCTING ANY WORK.
4. CONSTRUCTION SITE VEHICLE EXIT LOCATIONS MUST BE INSPECTED FOR EVIDENCE OF OFF-SITE SEDIMENT TRACKING ONTO PAVED SURFACES. TRACKED SEDIMENT MUST BE REMOVED FROM ALL OFF-SITE PAVED SURFACES, WITHIN 24 HOURS OF DISCOVERY, OR IF APPLICABLE, WITHIN A SHORTER TIME TO COMPLY WITH PART 9.11-9.12 OF THE GENERAL PERMIT.
5. CONTRACTOR IS RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF TEMPORARY AND PERMANENT WATER QUALITY MANAGEMENT BMPs, AS WELL AS ALL EROSION PREVENTION AND SEDIMENT CONTROL BMPs, FOR THE DURATION OF THE CONSTRUCTION WORK AT THE SITE. THE PERMITTEE(S) ARE RESPONSIBLE UNTIL ANOTHER PERMITTEE HAS ASSUMED CONTROL (ACCORDING TO PART 3.1 TO 3.8 OF THE MPCA GENERAL PERMIT) OVER ALL AREAS OF THE SITE THAT HAVE NOT BEEN FINALLY STABILIZED OR THE SITE HAS UNDERGONE FINAL STABILIZATION, AND A (N.O.T.) HAS BEEN SUBMITTED TO THE MPCA.
6. IF SEDIMENT ESCAPES THE CONSTRUCTION SITE, OFF-SITE ACCUMULATIONS OF SEDIMENT MUST BE REMOVED IN A MANNER AND AT A FREQUENCY SUFFICIENT TO MINIMIZE OFF-SITE IMPACTS (E.G., FUGITIVE SEDIMENT IN STREETS COULD BE WASHED INTO STORM SEWERS BY THE NEXT RAIN AND/OR POSE A SAFETY HAZARD TO USERS OF PUBLIC STREETS).
7. ALL INFILTRATION AREAS MUST BE INSPECTED TO ENSURE THAT NO SEDIMENT FROM ONGOING CONSTRUCTION ACTIVITIES IS REACHING THE INFILTRATION AREA AND THESE AREAS ARE PROTECTED FROM COMPACTION DUE TO CONSTRUCTION EQUIPMENT DRIVING ACROSS THE INFILTRATION AREA.

DEVELOPER/OWNER:
CP WEST LLC
5402 PARKDALE DRIVE, SUITE 105
ST. LOUIS PARK, MN 55416
952-224-2500

SITE OPERATOR / GENERAL CONTRACTOR

TO BE DETERMINED

SUPERINTENDENT:

TO BE DETERMINED

NO	DATE	BY	CKD	APPR	COMMENT
	07/07/2024	TPK	JDB	JDB	SITE PLAN APPLICATION
	11/14/2024	TPK	JDB	JDB	SITE PLAN RESUBMITTAL

© 2021 Sambatek

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

Print Name: JOSEPH D. BAILEY

Date License # 58645

PRELIMINARY

08/07/2024

DESIGN REVIEW

PERMIT SUBMITTAL

CONSTRUCTION DOCUMENTS

DRAWN BY

TPK

DESIGNED BY

JDB

CHECKED BY

JDB

PROJECT NO.

51493



EROSION CONTROL NOTES

CP WEST, LLC
NORTHDALE BOULEVARD INDUSTRIAL
PRELIMINARY DEVELOPMENT PLANS
ROGERS, MINNESOTA

SHEET

C5.03
12 OF 33
REV.

	STANDARD SILT FENCE	Standard Details	
		Issue	SEPTEMBER, 2020
		Revised	EROS-1

	EROSION CONTROL BLANKET INSTALLATION	Standard Details	
		Issue	SEPTEMBER, 2020
		Revised	EROS-5

NOTE:
TYPE V FILTER FABRIC SHALL BE PLACED UNDER ROCK TO STOP MUD MIGRATION THROUGH MATERIAL. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OF FLOWING OF SEDIMENT ONTO PUBLIC RIGHT-OF-WAYS. THIS MAY REQUIRE TOP DRESSING, REPAIR AND/OR CLEAN OUT OF ANY MEASURES USED TO TRAP SEDIMENT.
WHEN NECESSARY, WHEELS SHALL BE CLEANED PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAY.
WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN.
WHERE RUNOFF CONTAINING SEDIMENT LADEN WATER IS LEAVING THE SITE VIA THE CONSTRUCTION ENTRANCE, OTHER MEASURES SHALL BE IMPLEMENTED TO DIVERT RUNOFF THROUGH AN APPROVED FILTERING SYSTEM.
IN AREAS WITH CONCRETE WALK THERE SHALL BE 6" OF SAND PLACED OVERTOP THE SIDEWALK PRIOR TO PLACEMENT OF THE 3" WASHED ROCK.

	CONSTRUCTION ROCK ENTRANCE	Standard Details	
		Issue	SEPTEMBER, 2020
		Revised	EROS-10

NOTE:
ALL SLOPES WITH A GRADE EQUAL TO OR STEEPER THAN 3:1 REQUIRE SLOPE TRACKING.
SLOPES WITH A GRADE MORE GRADUAL THAN 3:1 REQUIRE SLOPE TRACKING IF THE STABILIZATION METHOD IS EROSION CONTROL BLANKET OR HYDROMULCH.

	SLOPE TRACKING	Standard Details	
		Issue	SEPTEMBER, 2020
		Revised	EROS-12

NOTES:
BOULEVARD CUTTING IS REQUIRED ON ALL CONSTRUCTION JOBS IN THE CITY OF ROGERS WHERE THE CONTRACTOR WILL BE DISTURBING THE EXISTING TERRAIN AND MORE THEN 3 DAYS UNTIL FINAL STABILIZATION.
CONTRACTOR IS RESPONSIBLE FOR CLEANING OUT ANY SEDIMENT FROM THE BOULEVARD CUT AREA, THIS MAY RESULT IN MULTIPLE CLEANOUTS AS DIRECTED BY THE ENGINEER.

	BOULEVARD CUT	Standard Details	
		Issue	SEPTEMBER, 2020
		Revised	EROS-14

1. ATTACH THE WOVEN WIRE FENCE TO EACH POST AND THE GEOTEXTILE TO THE WOVEN WIRE FENCE (SPACED EVERY 30") WITH THREE WIRE TIES OR OTHER FASTENERS, ALL SPACED WITHIN THE TOP 8" OF THE FABRIC. ATTACH EACH TIE DIAGONALLY 45 DEGREES THROUGH THE FABRIC, WITH EACH PUNCTURE AT LEAST 1" VERTICALLY APART.
2. WHEN TWO SECTIONS OF SILT FENCE MATERIAL ADJOIN EACH OTHER, THEY SHALL BE OVERLAPPED ACROSS TWO POSTS.
3. MAINTENANCE SHALL BE PERFORMED AS NOTED IN THE SWPPP. DEPTH OF ACCUMULATED SEDIMENTS MAY NOT EXCEED ONE-HALF THE HEIGHT OF THE FABRIC. MAINTENANCE CLEANOUT MUST BE CONDUCTED REGULARLY TO PREVENT ACCUMULATED SEDIMENTS FROM REACHING ONE-HALF THE HEIGHT OF THE SILT FENCE MATERIAL ABOVE GRADE.
4. ALL SILT FENCE INLETS SHALL INCLUDE WIRE SUPPORT.

	SILT FENCE INLET PROTECTION	Standard Details	
		Issue	SEPTEMBER, 2020
		Revised	EROS-15

WIMCO ROAD DRAIN OR APPROVED EQUAL

MANUFACTURED BY ROYAL ENVIRONMENTAL SYSTEMS

	INFRA SAFE - 2'X3' DEBRIS COLLECTION DEVICE	Standard Details	
		Issue	SEPTEMBER, 2020
		Revised	EROS-17

24.15 (LWIS TECH) | EMILY CASTANIAS, PE (MN) | 11/14/2024 4:02:01 PM
C:\PROJECTS\15493 CAD\SHEETS\15493-C5-01-EROS.DWG C5-04 EROSION CONTROL DETAILS

NO	DATE	BY	CKD	APPR	COMMENT
	07/07/2024	TPK	JDB	JDB	SITE PLAN APPLICATION
	11/14/2024	TPK	JDB	JDB	SITE PLAN RESUBMITTAL

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

Print Name: JOSEPH D. BAILEY

Date: License #: 58645

PRELIMINARY
08/07/2024
DESIGN REVIEW

PERMIT SUBMITTAL

CONSTRUCTION DOCUMENTS

DRAWN BY
TPK

DESIGNED BY
JDB

CHECKED BY
JDB

PROJECT NO.
51493

Sambatek
www.sambatek.com
Engineering | Surveying | Planning | Environmental

EROSION CONTROL DETAILS

CP WEST, LLC
NORTHDALE BOULEVARD INDUSTRIAL
PRELIMINARY DEVELOPMENT PLANS
ROGERS, MINNESOTA

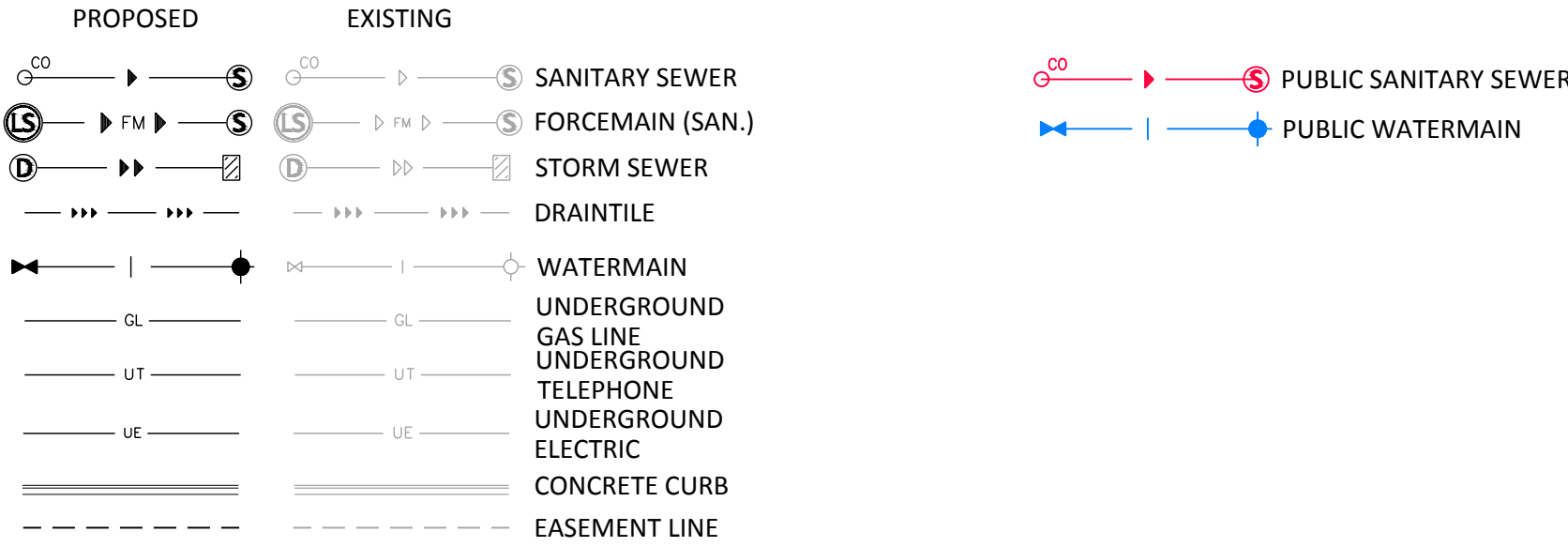
SHEET
C5.04
13 OF 33
REV.

THE SUBSURFACE UTILITY INFORMATION SHOWN ON THESE PLANS IS A UTILITY QUALITY LEVEL D. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF ASCE/CI 38-02, TITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA." THE CONTRACTOR AND/OR SUBCONTRACTORS SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, BY CONTACTING THE NOTIFICATION CENTER (GOPHER STATE ONE FOR MINNESOTA). THE CONTRACTOR AND/OR SUBCONTRACTOR AGREE TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES, WHICH MIGHT BE OCCASIONED BY HIS OR HER FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UTILITIES (UNDERGROUND AND OVERHEAD).

IF THE CONTRACTOR ENCOUNTERS ANY DRAIN TILE WITHIN THE SITE, HE OR SHE SHALL NOTIFY THE ENGINEER WITH THE LOCATION, SIZE, INVERT AND IF THE TILE LINE IS ACTIVE. NO DRAIN TILE SHALL BE BACKFILLED WITHOUT APPROVAL FROM THE PROJECT ENGINEER.

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.

LEGEND



NOTE: TO MAINTAIN SANITARY SEWER DEPTHS AND AVOID ADDITIONAL SANITARY LIFT STATION AND FORCEMAIN, SANITARY SEWER WILL NEED TO BE PLACED IN PUBLIC DRAINAGE AND UTILITY EASEMENT PER CITY STANDARDS; OWNED AND MAINTAINED BY THE CITY OF ROGERS.

UTILITY CONSTRUCTION NOTES

- THE UTILITY IMPROVEMENTS FOR THIS PROJECT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE "STANDARD UTILITIES SPECIFICATIONS" AS PUBLISHED BY THE CITY ENGINEERS ASSOCIATION OF MINNESOTA (CEAM), EXCEPT AS MODIFIED HEREIN. CONTRACTOR SHALL OBTAIN A COPY OF THESE SPECIFICATIONS.
 - ALL UTILITIES SHALL BE CONSTRUCTED IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL REQUIREMENTS, INCLUDING BUT NOT LIMITED TO CITY, DEPARTMENT OF LABOR AND INDUSTRY AND MINNESOTA DEPARTMENT OF HEALTH REQUIREMENTS.
 - CONTRACTOR SHALL NOT OPEN, TURN OFF, INTERFERE WITH, OR ATTACH ANY PIPE OR HOSE TO OR TAP WATERMAIN BELONGING TO THE CITY UNLESS DULY AUTHORIZED TO DO SO BY THE CITY. ANY ADVERSE CONSEQUENCES OF ANY SCHEDULED OR UNSCHEDULED DISRUPTIONS OF SERVICE TO THE PUBLIC ARE THE LIABILITY OF CONTRACTOR.
 - A MINIMUM VERTICAL SEPARATION OF 18 INCHES, AND HORIZONTAL SEPARATION OF 10-FEET, BETWEEN OUTSIDE PIPE AND/OR STRUCTURE WALLS, IS REQUIRED AT ALL WATERMAIN AND SEWER MAIN (STORM AND SANITARY) CROSSINGS.
- ALL MATERIALS SHALL BE AS SPECIFIED IN CEAM SPECIFICATIONS EXCEPT AS MODIFIED HEREIN.
 - ALL MATERIALS SHALL COMPLY WITH THE REQUIREMENTS OF THE CITY.
 - ALL SANITARY SEWER TO BE PVC SDR-35, UNLESS NOTED OTHERWISE.
 - ALL SANITARY SEWER SERVICES TO BUILDING SHALL BE CONSTRUCTED OF MATERIALS APPROVED FOR USE WITHIN A BUILDING (SEE TABLE 701.2 OF 2020 MN PLUMBING CODE).
 - ALL SANITARY SEWER WITHIN 10 FEET OF, CROSSING ABOVE, OR WITHIN 12-INCHES BELOW, A POTABLE WATER LINE SHALL BE CONSTRUCTED OF MATERIALS APPROVED FOR USE WITHIN A BUILDING (SEE TABLE 701.2 OF 2020 MN PLUMBING CODE).
 - ALL WATERMAIN TO BE PVC C-900, UNLESS NOTED OTHERWISE.
 - ALL WATERMAIN TO HAVE 7.5-FEET OF COVER OVER TOP OF WATERMAIN.
 - PROVIDE THRUST BLOCKING AND MECHANICAL JOINT RESTRAINTS ON ALL WATERMAIN JOINTS PER CITY STANDARDS.
 - WHERE A SEWER LINE CROSSES A WATER SERVICE, THE WATER SERVICE SHALL NOT CONTAIN ANY JOINTS OR CONNECTIONS WITHIN 10 FEET OF THE CROSSING.
 - ALL STORM SEWER PIPE TO BE SMOOTH INTERIOR DUAL WALL HDPE PIPE WITH WATERTIGHT GASKETS, UNLESS NOTED OTHERWISE.
 - ALL STORM SEWER CROSSING ABOVE, OR WITHIN 12-INCHES BELOW, A POTABLE WATER LINE SHALL BE CONSTRUCTED OF MATERIALS APPROVED FOR USE WITHIN A BUILDING (SEE TABLE 701.2 OF 2020 MN PLUMBING CODE).
 - ALL STORM SEWER PIPE FOR ROOF DRAIN SERVICES TO THE BUILDING, OR WITHIN 10' OF A BUILDING, SHALL BE CONSTRUCTED OF MATERIALS APPROVED FOR USE WITHIN A BUILDING (SEE TABLE 701.2 OF 2020 MN PLUMBING CODE).
 - RIP RAP SHALL BE Mn/DOT CLASS 3.
- COORDINATE ALL BUILDING SERVICE CONNECTION LOCATIONS AND INVERT ELEVATIONS WITH MECHANICAL CONTRACTOR PRIOR TO CONSTRUCTION.
- ALL BUILDING SERVICE CONNECTIONS (STORM, SANITARY, WATER) WITH FIVE FEET OR LESS COVER ARE TO BE INSULATED FROM BUILDING TO POINT WHERE 5- FEET OF COVER IS ACHIEVED.
- CONTRACTOR SHALL TAKE ALL PRECAUTIONS NECESSARY TO AVOID PROPERTY DAMAGE TO ADJACENT PROPERTIES DURING THE CONSTRUCTION PHASES OF THIS PROJECT. CONTRACTOR WILL BE HELD SOLELY RESPONSIBLE FOR ANY DAMAGES TO THE ADJACENT PROPERTIES OCCURRING DURING THE CONSTRUCTION PHASES OF THIS PROJECT.
- SAFETY NOTICE TO CONTRACTORS: IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS ON THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE DUTY OF THE ENGINEER OR THE DEVELOPER TO CONDUCT CONSTRUCTION REVIEW OF CONTRACTOR'S PERFORMANCE IS NOT INTENDED TO INCLUDE REVIEW OF THE ADEQUACY OF CONTRACTOR'S SAFETY MEASURES IN, ON OR NEAR THE CONSTRUCTION SITE.
- ALL AREAS OUTSIDE THE PROPERTY BOUNDARIES THAT ARE DISTURBED BY UTILITY CONSTRUCTION SHALL BE RESTORED IN KIND. SODDED AREAS SHALL BE RESTORED WITH 6 INCHES OF TOPSOIL PLACED BENEATH THE SOD.
- CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING TRAFFIC CONTROL DEVICES SUCH AS BARRICADES, WARNING SIGNS, DIRECTIONAL SIGNS, FLAGMEN AND LIGHTS TO CONTROL THE MOVEMENT OF TRAFFIC WHERE NECESSARY. TRAFFIC CONTROL DEVICES SHALL CONFORM TO APPROPRIATE MINNESOTA DEPARTMENT OF TRANSPORTATION STANDARDS.
- ALL SOILS TESTING SHALL BE COMPLETED BY AN INDEPENDENT SOILS ENGINEER. EXCAVATION FOR THE PURPOSE OF REMOVING UNSTABLE OR UNSUITABLE SOILS SHALL BE COMPLETED AS REQUIRED BY THE SOILS ENGINEER. THE UTILITY BACKFILL CONSTRUCTION SHALL COMPLY WITH THE REQUIREMENTS OF THE SOILS ENGINEER. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL REQUIRED SOILS TESTS AND SOIL INSPECTIONS WITH THE SOILS ENGINEER. A GEOTECHNICAL ENGINEERING REPORT HAS BEEN COMPLETED BY:COMPANY:

ADDRESS:

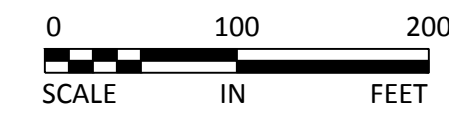
PHONE:

DATED:

CONTRACTOR SHALL OBTAIN A COPY OF THIS SOILS REPORT.
- CONTRACTOR SHALL SUBMIT 2 COPIES OF SHOP DRAWINGS FOR MANHOLE AND CATCH BASIN STRUCTURES TO _____, CONTRACTOR SHALL ALLOW 5 WORKING DAYS FOR SHOP DRAWING REVIEW.
- CONTRACTOR AND MATERIAL SUPPLIER SHALL DETERMINE THE MINIMUM DIAMETER REQUIRED FOR EACH STORM SEWER STRUCTURE.
- THE UTILITY DESIGN DOES NOT INCLUDE WATERMAIN ELEVATIONS. THE CONTRACTOR SHALL INSTALL WATERMAIN AT DEPTHS REQUIRED BY APPLICABLE AGENCIES AND SHALL DETERMINE LOCATIONS OF CONFLICTS WITH OTHER UTILITIES AND INCLUDE THE REQUIRED EFFORTS TO AVOID CONFLICTS (BENDS, MATERIAL CHANGES, ETC.) IN THEIR BIDS.
- CONTRACTOR SHALL PROVIDE RECORD PLANS AS REQUIRED BY PERMITTING AGENCIES.



NORTH



NO	DATE	BY	CKD	APPR	COMMENT
	07/07/2024	TPK	JDB	JDB	SITE PLAN APPLICATION
	11/14/2024	TPK	JDB	JDB	SITE PLAN RESUBMITTAL

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

Print Name: JOSEPH D. BAILEY

Date License # 58645

PRELIMINARY
08/07/2024
DESIGN REVIEW

PERMIT SUBMITTAL

CONSTRUCTION DOCUMENTS

DRAWN BY
TPK

DESIGNED BY
JDB

CHECKED BY
JDB

PROJECT NO.
51493



UTILITY PLAN (OVERALL)

CP WEST, LLC
NORTHDALE BOULEVARD INDUSTRIAL
PRELIMINARY DEVELOPMENT PLANS
ROGERS, MINNESOTA

SHEET

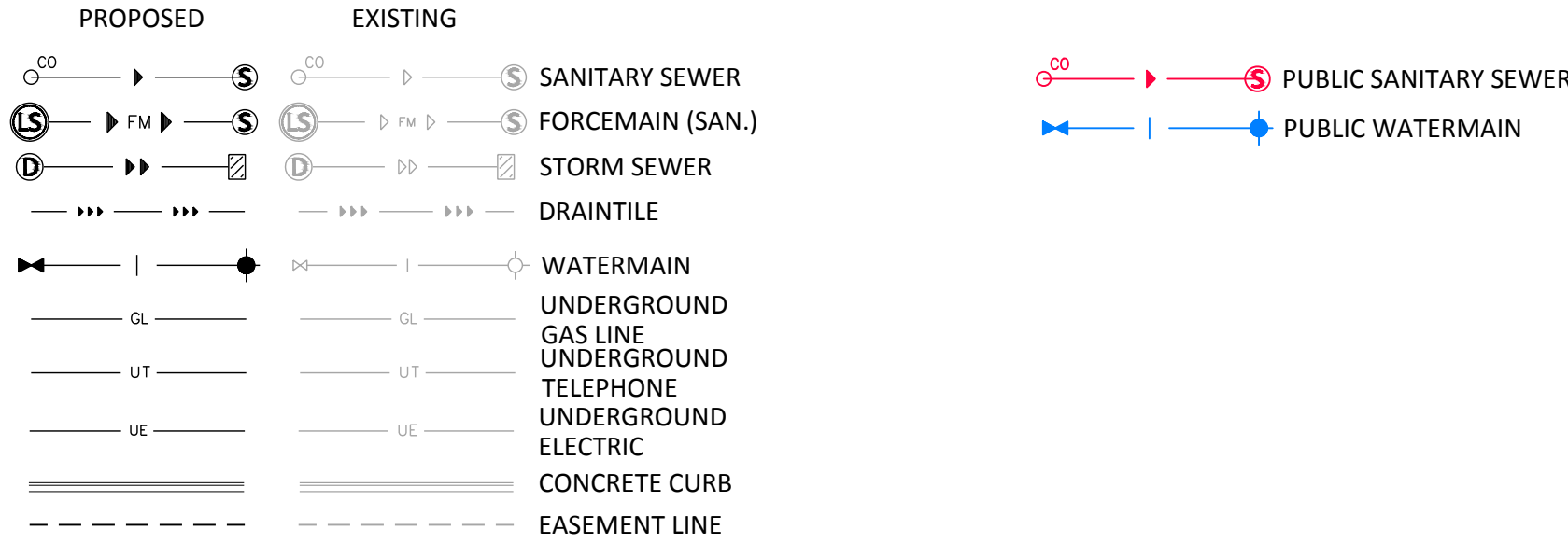
C6.01
14 OF 33
REV.

THE SUBSURFACE UTILITY INFORMATION SHOWN ON THESE PLANS IS A UTILITY QUALITY LEVEL D. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF ASCE/CI 38-02, TITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA." THE CONTRACTOR AND/OR SUBCONTRACTORS SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, BY CONTACTING THE NOTIFICATION CENTER (GOPHER STATE ONE FOR MINNESOTA). THE CONTRACTOR AND/OR SUBCONTRACTOR AGREE TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES, WHICH MIGHT BE OCCASIONED BY HIS OR HER FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UTILITIES (UNDERGROUND AND OVERHEAD).

IF THE CONTRACTOR ENCOUNTERS ANY DRAIN TILE WITHIN THE SITE, HE OR SHE SHALL NOTIFY THE ENGINEER WITH THE LOCATION, SIZE, INVERT AND IF THE TILE LINE IS ACTIVE. NO DRAIN TILE SHALL BE BACKFILLED WITHOUT APPROVAL FROM THE PROJECT ENGINEER.

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.

LEGEND



NOTE: TO MAINTAIN SANITARY SEWER DEPTHS AND AVOID ADDITIONAL SANITARY LIFT STATION AND FORCEMAIN, SANITARY SEWER WILL NEED TO BE PLACED IN PUBLIC DRAINAGE AND UTILITY EASEMENT PER CITY STANDARDS; OWNED AND MAINTAINED BY THE CITY OF ROGERS.

UTILITY CONSTRUCTION NOTES

- THE UTILITY IMPROVEMENTS FOR THIS PROJECT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE "STANDARD UTILITIES SPECIFICATIONS" AS PUBLISHED BY THE CITY ENGINEERS ASSOCIATION OF MINNESOTA (CEAM), EXCEPT AS MODIFIED HEREIN. CONTRACTOR SHALL OBTAIN A COPY OF THESE SPECIFICATIONS.
 - ALL UTILITIES SHALL BE CONSTRUCTED IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL REQUIREMENTS, INCLUDING BUT NOT LIMITED TO CITY, DEPARTMENT OF LABOR AND INDUSTRY AND MINNESOTA DEPARTMENT OF HEALTH REQUIREMENTS.
 - CONTRACTOR SHALL NOT OPEN, TURN OFF, INTERFERE WITH, OR ATTACH ANY PIPE OR HOSE TO OR TAP WATERMAIN BELONGING TO THE CITY UNLESS DULY AUTHORIZED TO DO SO BY THE CITY. ANY ADVERSE CONSEQUENCES OF ANY SCHEDULED OR UNSCHEDULED DISRUPTIONS OF SERVICE TO THE PUBLIC ARE THE LIABILITY OF CONTRACTOR.
 - A MINIMUM VERTICAL SEPARATION OF 18 INCHES, AND HORIZONTAL SEPARATION OF 10-FEET, BETWEEN OUTSIDE PIPE AND/OR STRUCTURE WALLS, IS REQUIRED AT ALL WATERMAIN AND SEWER MAIN (STORM AND SANITARY) CROSSINGS.
- ALL MATERIALS SHALL BE AS SPECIFIED IN CEAM SPECIFICATIONS EXCEPT AS MODIFIED HEREIN.
 - ALL MATERIALS SHALL COMPLY WITH THE REQUIREMENTS OF THE CITY.
 - ALL SANITARY SEWER TO BE PVC SDR-35, UNLESS NOTED OTHERWISE.
 - ALL SANITARY SEWER SERVICES TO BUILDING SHALL BE CONSTRUCTED OF MATERIALS APPROVED FOR USE WITHIN A BUILDING (SEE TABLE 701.2 OF 2020 MN PLUMBING CODE).
 - ALL SANITARY SEWER WITHIN 10 FEET OF, CROSSING ABOVE, OR WITHIN 12-INCHES BELOW, A POTABLE WATER LINE SHALL BE CONSTRUCTED OF MATERIALS APPROVED FOR USE WITHIN A BUILDING (SEE TABLE 701.2 OF 2020 MN PLUMBING CODE).
 - ALL WATERMAIN TO BE DUCTILE IRON - CLASS 52, OR PVC C-900, UNLESS NOTED OTHERWISE.
 - ALL WATERMAIN TO HAVE 7.5-FEET OF COVER OVER TOP OF WATERMAIN.
 - PROVIDE THRUST BLOCKING AND MECHANICAL JOINT RESTRAINTS ON ALL WATERMAIN JOINTS PER CITY STANDARDS.
 - WHERE A SEWER LINE CROSSES A WATER SERVICE, THE WATER SERVICE SHALL NOT CONTAIN ANY JOINTS OR CONNECTIONS WITHIN 10 FEET OF THE CROSSING.
 - ALL STORM SEWER PIPE TO BE SMOOTH INTERIOR DUAL WALL HDPE PIPE WITH WATERTIGHT GASKETS, UNLESS NOTED OTHERWISE.
- ALL STORM SEWER CROSSING ABOVE, OR WITHIN 12-INCHES BELOW, A POTABLE WATER LINE SHALL BE CONSTRUCTED OF MATERIALS APPROVED FOR USE WITHIN A BUILDING (SEE TABLE 701.2 OF 2020 MN PLUMBING CODE).
- ALL STORM SEWER PIPE FOR ROOF DRAIN SERVICES TO THE BUILDING, OR WITHIN 10' OF A BUILDING, SHALL BE CONSTRUCTED OF MATERIALS APPROVED FOR USE WITHIN A BUILDING (SEE TABLE 701.2 OF 2020 MN PLUMBING CODE).
 - RIP RAP SHALL BE Mn/DOT CLASS 3.
- COORDINATE ALL BUILDING SERVICE CONNECTION LOCATIONS AND INVERT ELEVATIONS WITH MECHANICAL CONTRACTOR PRIOR TO CONSTRUCTION.
- ALL BUILDING SERVICE CONNECTIONS (STORM, SANITARY, WATER) WITH FIVE FEET OR LESS COVER ARE TO BE INSULATED FROM BUILDING TO POINT WHERE 5- FEET OF COVER IS ACHIEVED.
- CONTRACTOR SHALL TAKE ALL PRECAUTIONS NECESSARY TO AVOID PROPERTY DAMAGE TO ADJACENT PROPERTIES DURING THE CONSTRUCTION PHASES OF THIS PROJECT. CONTRACTOR WILL BE HELD SOLELY RESPONSIBLE FOR ANY DAMAGES TO THE ADJACENT PROPERTIES OCCURRING DURING THE CONSTRUCTION PHASES OF THIS PROJECT.
- SAFETY NOTICE TO CONTRACTORS: IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS ON THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE DUTY OF THE ENGINEER OR THE DEVELOPER TO CONDUCT CONSTRUCTION REVIEW OF CONTRACTOR'S PERFORMANCE IS NOT INTENDED TO INCLUDE REVIEW OF THE ADEQUACY OF CONTRACTOR'S SAFETY MEASURES IN, ON OR NEAR THE CONSTRUCTION SITE.
- ALL AREAS OUTSIDE THE PROPERTY BOUNDARIES THAT ARE DISTURBED BY UTILITY CONSTRUCTION SHALL BE RESTORED IN KIND. SODDED AREAS SHALL BE RESTORED WITH 6 INCHES OF TOPSOIL PLACED BENEATH THE SOD.
- CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING TRAFFIC CONTROL DEVICES SUCH AS BARRICADES, WARNING SIGNS, DIRECTIONAL SIGNS, FLAGMEN AND LIGHTS TO CONTROL THE MOVEMENT OF TRAFFIC WHERE NECESSARY. TRAFFIC CONTROL DEVICES SHALL CONFORM TO APPROPRIATE MINNESOTA DEPARTMENT OF TRANSPORTATION STANDARDS.
- ALL SOILS TESTING SHALL BE COMPLETED BY AN INDEPENDENT SOILS ENGINEER. EXCAVATION FOR THE PURPOSE OF REMOVING UNSTABLE OR UNSUITABLE SOILS SHALL BE COMPLETED AS REQUIRED BY THE SOILS ENGINEER. THE UTILITY BACKFILL CONSTRUCTION SHALL COMPLY WITH THE REQUIREMENTS OF THE SOILS ENGINEER. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL REQUIRED SOILS TESTS AND SOIL INSPECTIONS WITH THE SOILS ENGINEER. A GEOTECHNICAL ENGINEERING REPORT HAS BEEN COMPLETED BY:COMPANY:

ADDRESS:
PHONE:
DATED:
CONTRACTOR SHALL OBTAIN A COPY OF THIS SOILS REPORT.
- CONTRACTOR SHALL SUBMIT 2 COPIES OF SHOP DRAWINGS FOR MANHOLE AND CATCH BASIN STRUCTURES TO _____, CONTRACTOR SHALL ALLOW 5 WORKING DAYS FOR SHOP DRAWING REVIEW.
- CONTRACTOR AND MATERIAL SUPPLIER SHALL DETERMINE THE MINIMUM DIAMETER REQUIRED FOR EACH STORM SEWER STRUCTURE.
- THE UTILITY DESIGN DOES NOT INCLUDE WATERMAIN ELEVATIONS. THE CONTRACTOR SHALL INSTALL WATERMAIN AT DEPTHS REQUIRED BY APPLICABLE AGENCIES AND SHALL DETERMINE LOCATIONS OF CONFLICTS WITH OTHER UTILITIES AND INCLUDE THE REQUIRED EFFORTS TO AVOID CONFLICTS (BENDS, MATERIAL CHANGES, ETC.) IN THEIR BIDS.
- CONTRACTOR SHALL PROVIDE RECORD PLANS AS REQUIRED BY PERMITTING AGENCIES.



NORTH

0 60 120
SCALE IN FEET

NO	DATE	BY	CKD	APPR	COMMENT
	07/07/2024	TPK	JDB	JDB	SITE PLAN APPLICATION
	11/14/2024	TPK	JDB	JDB	SITE PLAN RESUBMITTAL

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

Print Name: JOSEPH D. BAILEY

Date License # 58645

PRELIMINARY
08/07/2024
DESIGN REVIEW

PERMIT SUBMITTAL

CONSTRUCTION DOCUMENTS

DRAWN BY
TPK

DESIGNED BY
JDB

CHECKED BY
JDB

PROJECT NO.
51493



UTILITY PLAN (NORTH)

CP WEST, LLC
NORTHDALE BOULEVARD INDUSTRIAL
PRELIMINARY DEVELOPMENT PLANS
ROGERS, MINNESOTA

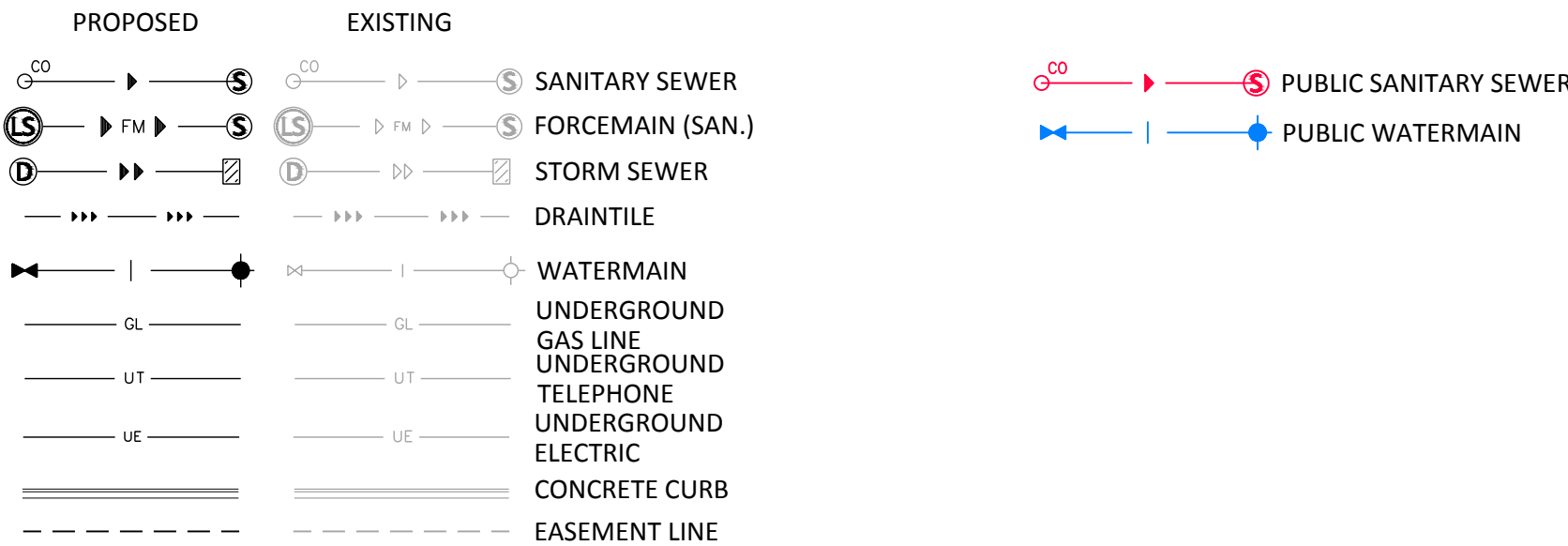
SHEET
C6.02
15 OF 33
REV.

THE SUBSURFACE UTILITY INFORMATION SHOWN ON THESE PLANS IS A UTILITY QUALITY LEVEL D. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF ASCE/CI 38-02, TITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA." THE CONTRACTOR AND/OR SUBCONTRACTORS SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, BY CONTACTING THE NOTIFICATION CENTER (GOPHER STATE ONE FOR MINNESOTA). THE CONTRACTOR AND/OR SUBCONTRACTOR AGREE TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES, WHICH MIGHT BE OCCASIONED BY HIS OR HER FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UTILITIES (UNDERGROUND AND OVERHEAD).

IF THE CONTRACTOR ENCOUNTERS ANY DRAIN TILE WITHIN THE SITE, HE OR SHE SHALL NOTIFY THE ENGINEER WITH THE LOCATION, SIZE, INVERT AND IF THE TILE LINE IS ACTIVE. NO DRAIN TILE SHALL BE BACKFILLED WITHOUT APPROVAL FROM THE PROJECT ENGINEER.

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.

LEGEND



NOTE: TO MAINTAIN SANITARY SEWER DEPTHS AND AVOID ADDITIONAL SANITARY LIFT STATION AND FORCEMAIN, SANITARY SEWER WILL NEED TO BE PLACED IN PUBLIC DRAINAGE AND UTILITY EASEMENT PER CITY STANDARDS; OWNED AND MAINTAINED BY THE CITY OF ROGERS.

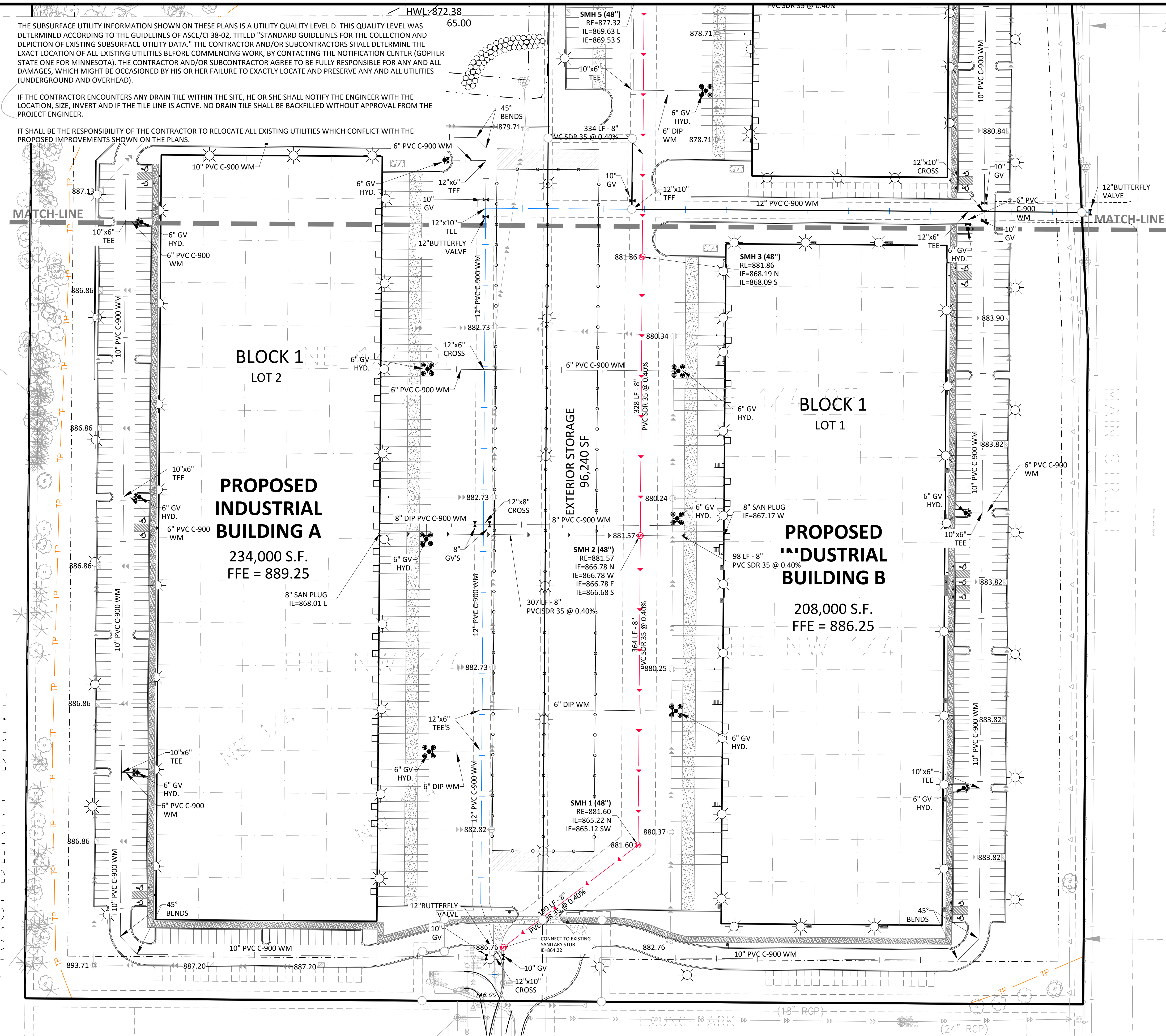
UTILITY CONSTRUCTION NOTES

- THE UTILITY IMPROVEMENTS FOR THIS PROJECT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE "STANDARD UTILITIES SPECIFICATIONS" AS PUBLISHED BY THE CITY ENGINEERS ASSOCIATION OF MINNESOTA (CEAM), EXCEPT AS MODIFIED HEREIN. CONTRACTOR SHALL OBTAIN A COPY OF THESE SPECIFICATIONS.
 - ALL UTILITIES SHALL BE CONSTRUCTED IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL REQUIREMENTS, INCLUDING BUT NOT LIMITED TO CITY, DEPARTMENT OF LABOR AND INDUSTRY AND MINNESOTA DEPARTMENT OF HEALTH REQUIREMENTS.
 - CONTRACTOR SHALL NOT OPEN, TURN OFF, INTERFERE WITH, OR ATTACH ANY PIPE OR HOSE TO OR TAP WATERMAIN BELONGING TO THE CITY UNLESS DULY AUTHORIZED TO DO SO BY THE CITY. ANY ADVERSE CONSEQUENCES OF ANY SCHEDULED OR UNSCHEDULED DISRUPTIONS OF SERVICE TO THE PUBLIC ARE THE LIABILITY OF CONTRACTOR.
 - A MINIMUM VERTICAL SEPARATION OF 18 INCHES, AND HORIZONTAL SEPARATION OF 10 FEET, BETWEEN OUTSIDE PIPE AND/OR STRUCTURE WALLS, IS REQUIRED AT ALL WATERMAIN AND SEWER MAIN (STORM AND SANITARY) CROSSINGS.
- ALL MATERIALS SHALL BE AS SPECIFIED IN CEAM SPECIFICATIONS EXCEPT AS MODIFIED HEREIN.
 - ALL MATERIALS SHALL COMPLY WITH THE REQUIREMENTS OF THE CITY.
 - ALL SANITARY SEWER TO BE PVC SDR-35, UNLESS NOTED OTHERWISE.
 - ALL SANITARY SEWER SERVICES TO BUILDING SHALL BE CONSTRUCTED OF MATERIALS APPROVED FOR USE WITHIN A BUILDING (SEE TABLE 701.2 OF 2020 MN PLUMBING CODE).
 - ALL SANITARY SEWER WITHIN 10 FEET OF, CROSSING ABOVE, OR WITHIN 12-INCHES BELOW, A POTABLE WATER LINE SHALL BE CONSTRUCTED OF MATERIALS APPROVED FOR USE WITHIN A BUILDING (SEE TABLE 701.2 OF 2020 MN PLUMBING CODE).
 - ALL WATERMAIN TO BE DUCTILE IRON - CLASS 52, OR PVC C-900, UNLESS NOTED OTHERWISE.
 - ALL WATERMAIN TO HAVE 7.5-FEET OF COVER OVER TOP OF WATERMAIN.
 - PROVIDE THRUST BLOCKING AND MECHANICAL JOINT RESTRAINTS ON ALL WATERMAIN JOINTS PER CITY STANDARDS.
 - WHERE A SEWER LINE CROSSES A WATER SERVICE, THE WATER SERVICE SHALL NOT CONTAIN ANY JOINTS OR CONNECTIONS WITHIN 10 FEET OF THE CROSSING.
 - ALL STORM SEWER PIPE TO BE SMOOTH INTERIOR DUAL WALL HDPE PIPE WITH WATERTIGHT GASKETS, UNLESS NOTED OTHERWISE.
- ALL STORM SEWER CROSSING ABOVE, OR WITHIN 12-INCHES BELOW, A POTABLE WATER LINE SHALL BE CONSTRUCTED OF MATERIALS APPROVED FOR USE WITHIN A BUILDING (SEE TABLE 701.2 OF 2020 MN PLUMBING CODE).
 - ALL STORM SEWER PIPE FOR ROOF DRAIN SERVICES TO THE BUILDING, OR WITHIN 10' OF A BUILDING, SHALL BE CONSTRUCTED OF MATERIALS APPROVED FOR USE WITHIN A BUILDING (SEE TABLE 701.2 OF 2020 MN PLUMBING CODE).
- RIP RAP SHALL BE MN/DOT CLASS 3.
- COORDINATE ALL BUILDING SERVICE CONNECTION LOCATIONS AND INVERT ELEVATIONS WITH MECHANICAL CONTRACTOR PRIOR TO CONSTRUCTION.
- ALL BUILDING SERVICE CONNECTIONS (STORM, SANITARY, WATER) WITH FIVE FEET OR LESS COVER ARE TO BE INSULATED FROM BUILDING TO POINT WHERE 5- FEET OF COVER IS ACHIEVED.
- CONTRACTOR SHALL TAKE ALL PRECAUTIONS NECESSARY TO AVOID PROPERTY DAMAGE TO ADJACENT PROPERTIES DURING THE CONSTRUCTION PHASES OF THIS PROJECT. CONTRACTOR WILL BE HELD SOLELY RESPONSIBLE FOR ANY DAMAGES TO THE ADJACENT PROPERTIES OCCURRING DURING THE CONSTRUCTION PHASES OF THIS PROJECT.
- SAFETY NOTICE TO CONTRACTORS: IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS ON THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE DUTY OF THE ENGINEER OR THE DEVELOPER TO CONDUCT CONSTRUCTION REVIEW OF CONTRACTOR'S PERFORMANCE IS NOT INTENDED TO INCLUDE REVIEW OF THE ADEQUACY OF CONTRACTOR'S SAFETY MEASURES IN, ON OR NEAR THE CONSTRUCTION SITE.
- ALL AREAS OUTSIDE THE PROPERTY BOUNDARIES THAT ARE DISTURBED BY UTILITY CONSTRUCTION SHALL BE RESTORED IN KIND. SODDED AREAS SHALL BE RESTORED WITH 6 INCHES OF TOPSOIL PLACED BENEATH THE SOD.
- CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING TRAFFIC CONTROL DEVICES SUCH AS BARRICADES, WARNING SIGNS, DIRECTIONAL SIGNS, FLAGMEN AND LIGHTS TO CONTROL THE MOVEMENT OF TRAFFIC WHERE NECESSARY. TRAFFIC CONTROL DEVICES SHALL CONFORM TO APPROPRIATE MINNESOTA DEPARTMENT OF TRANSPORTATION STANDARDS.
- ALL SOILS TESTING SHALL BE COMPLETED BY AN INDEPENDENT SOILS ENGINEER. EXCAVATION FOR THE PURPOSE OF REMOVING UNSTABLE OR UNSUITABLE SOILS SHALL BE COMPLETED AS REQUIRED BY THE SOILS ENGINEER. THE UTILITY BACKFILL CONSTRUCTION SHALL COMPLY WITH THE REQUIREMENTS OF THE SOILS ENGINEER. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL REQUIRED SOILS TESTS AND SOIL INSPECTIONS WITH THE SOILS ENGINEER. A GEOTECHNICAL ENGINEERING REPORT HAS BEEN COMPLETED BY:COMPANY:
ADDRESS:
PHONE:
DATED:
CONTRACTOR SHALL OBTAIN A COPY OF THIS SOILS REPORT.
- CONTRACTOR SHALL SUBMIT 2 COPIES OF SHOP DRAWINGS FOR MANHOLE AND CATCH BASIN STRUCTURES TO _____, CONTRACTOR SHALL ALLOW 5 WORKING DAYS FOR SHOP DRAWING REVIEW.
- CONTRACTOR AND MATERIAL SUPPLIER SHALL DETERMINE THE MINIMUM DIAMETER REQUIRED FOR EACH STORM SEWER STRUCTURE.
- THE UTILITY DESIGN DOES NOT INCLUDE WATERMAIN ELEVATIONS. THE CONTRACTOR SHALL INSTALL WATERMAIN AT DEPTHS REQUIRED BY APPLICABLE AGENCIES AND SHALL DETERMINE LOCATIONS OF CONFLICTS WITH OTHER UTILITIES AND INCLUDE THE REQUIRED EFFORTS TO AVOID CONFLICTS (BENDS, MATERIAL CHANGES, ETC.) IN THEIR BIDS.
- CONTRACTOR SHALL PROVIDE RECORD PLANS AS REQUIRED BY PERMITTING AGENCIES.



NORTH

0 60 120
SCALE IN FEET



NO	DATE	BY	CKD	APPR	COMMENT
	07/07/2024	TPK	JDB	JDB	SITE PLAN APPLICATION
	11/14/2024	TPK	JDB	JDB	SITE PLAN RESUBMITTAL

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

Print Name: JOSEPH D. BAILEY

Date: License #: 58645

PRELIMINARY
08/07/2024
DESIGN REVIEW

PERMIT SUBMITTAL

CONSTRUCTION DOCUMENTS

DRAWN BY
TPK

DESIGNED BY
JDB

CHECKED BY
JDB

PROJECT NO.
51493



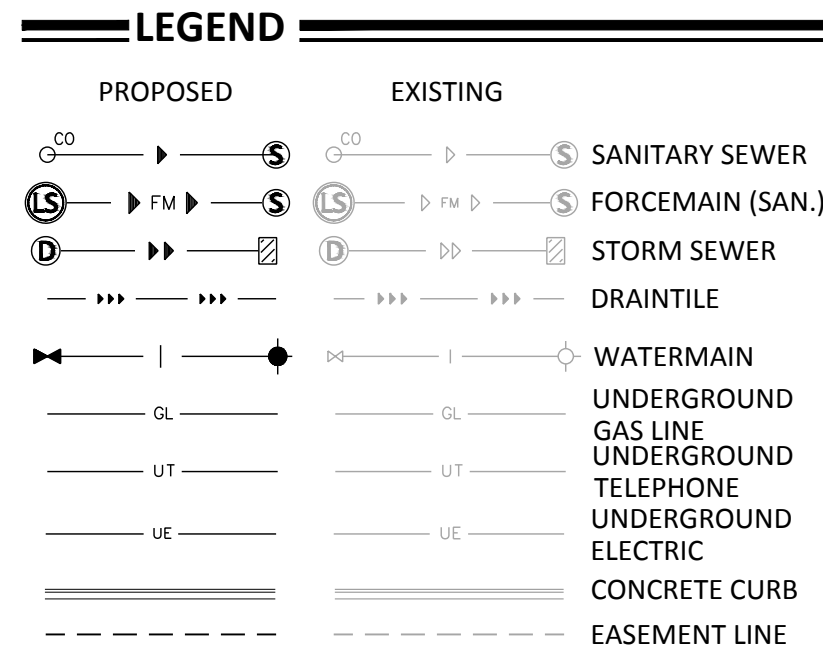
UTILITY PLAN (SOUTH)

CP WEST, LLC
NORTHDALE BOULEVARD INDUSTRIAL
PRELIMINARY DEVELOPMENT PLANS
ROGERS, MINNESOTA

SHEET
C6.03
16 OF 33
REV.

IF THE CONTRACTOR ENCOUNTERS ANY DRAIN TILE WITHIN THE SITE, HE OR SHE SHALL NOTIFY THE ENGINEER WITH THE LOCATION, SIZE, INVERT AND IF THE TILE LINE IS ACTIVE. NO DRAIN TILE SHALL BE BACKFILLED WITHOUT APPROVAL FROM THE PROJECT ENGINEER.

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.



NOTE: TO MAINTAIN SANITARY SEWER DEPTHS AND AVOID ADDITIONAL SANITARY LIFT STATION AND FORCEMAIN, SANITARY SEWER WILL NEED TO BE PLACED IN PUBLIC DRAINAGE AND UTILITY EASEMENT PER CITY STANDARDS; OWNED AND MAINTAINED BY THE CITY OF ROGERS.

UTILITY CONSTRUCTION NOTES

- THE UTILITY IMPROVEMENTS FOR THIS PROJECT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE "STANDARD SPECIFICATIONS" AS PUBLISHED BY THE CITY ENGINEERS ASSOCIATION OF MINNESOTA (CEAM), EXCEPT AS MODIFIED HEREIN. CONTRACTOR SHALL OBTAIN A COPY OF THESE SPECIFICATIONS.
- a. ALL UTILITIES SHALL BE CONSTRUCTED IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL REQUIREMENTS, INCLUDING BUT NOT LIMITED TO CITY, DEPARTMENT OF LABOR AND INDUSTRY AND MINNESOTA DEPARTMENT OF HEALTH REQUIREMENTS.
 - b. CONTRACTOR SHALL NOT OPEN, TURN OFF, INTERFERE WITH, OR ATTACH ANY PIPE OR HOSE TO OR TAP WATERMAIN BELONGING TO THE CITY UNLESS DULY AUTHORIZED TO DO SO BY THE CITY. ANY ADVERSE CONSEQUENCES OF ANY SCHEDULED OR UNSCHEDULED DISRUPTIONS OF SERVICE TO THE PUBLIC ARE THE LIABILITY OF CONTRACTOR.
 - c. A MINIMUM VERTICAL SEPARATION OF 18 INCHES, AND HORIZONTAL SEPARATION OF 10- FEET, BETWEEN OUTSIDE PIPE AND/OR STRUCTURE WALLS, IS REQUIRED AT ALL WATERMAIN AND SEWER MAIN (STORM AND SANITARY) CROSSINGS.
2. ALL MATERIALS SHALL BE AS SPECIFIED IN CEAM SPECIFICATIONS EXCEPT AS MODIFIED HEREIN.
- a. ALL MATERIALS SHALL COMPLY WITH THE REQUIREMENTS OF THE CITY.
 - b. ALL SANITARY SEWER TO BE PVC SDR-35, UNLESS NOTED OTHERWISE.
 - i. ALL SANITARY SEWER SERVICES TO BUILDING SHALL BE CONSTRUCTED OF MATERIALS APPROVED FOR USE WITHIN A BUILDING (SEE TABLE 701.2 OF 2020 MN PLUMBING CODE).
 - ii. ALL SANITARY SEWER WITHIN 10 FEET OF, CROSSING ABOVE, OR WITHIN 12-INCHES BELOW, A POTABLE WATER LINE SHALL BE CONSTRUCTED OF MATERIALS APPROVED FOR USE WITHIN A BUILDING (SEE TABLE 701.2 OF 2020 MN PLUMBING CODE).
 - c. ALL WATERMAIN TO BE DUCTILE IRON - CLASS 52, OR PVC C-900, UNLESS NOTED OTHERWISE.
 - i. ALL WATERMAIN TO HAVE 7.5- FEET OF COVER OVER TOP OF WATERMAIN.
 - ii. PROVIDE THRUST BLOCKING AND MECHANICAL JOINT RESTRAINTS ON ALL WATERMAIN JOINTS PER CITY STANDARDS.
 - iii. WHERE A SEWER LINE CROSSES A WATER SERVICE, THE WATER SERVICE SHALL NOT CONTAIN ANY JOINTS OR CONNECTIONS WITHIN 10 FEET OF THE CROSSING.
 - d. ALL STORM SEWER PIPE TO BE SMOOTH INTERIOR DUAL WALL HDPE PIPE WITH WATERTIGHT GASKETS, UNLESS NOTED OTHERWISE.
 - i. ALL STORM SEWER CROSSING ABOVE, OR WITHIN 12-INCHES BELOW, A POTABLE WATER LINE SHALL BE CONSTRUCTED OF MATERIALS APPROVED FOR USE WITHIN A BUILDING (SEE TABLE 701.2 OF 2020 MN PLUMBING CODE).
 - ii. ALL STORM SEWER PIPE FOR ROOF DRAIN SERVICES TO THE BUILDING, OR WITHIN 10' OF A BUILDING, SHALL BE CONSTRUCTED OF MATERIALS APPROVED FOR USE WITHIN A BUILDING (SEE TABLE 701.2 OF 2020 MN PLUMBING CODE).
 - e. RIP RAP SHALL BE Mn/DOT CLASS 3.
3. COORDINATE ALL BUILDING SERVICE CONNECTION LOCATIONS AND INVERT ELEVATIONS WITH MECHANICAL CONTRACTOR PRIOR TO CONSTRUCTION.
4. ALL BUILDING SERVICE CONNECTIONS (STORM, SANITARY, WATER) WITH FIVE FEET OR LESS COVER ARE TO BE INSULATED FROM BUILDING TO POINT WHERE 5- FEET OF COVER IS ACHIEVED.
5. CONTRACTOR SHALL TAKE ALL PRECAUTIONS NECESSARY TO AVOID PROPERTY DAMAGE TO ADJACENT PROPERTIES DURING THE CONSTRUCTION PHASES OF THIS PROJECT. CONTRACTOR WILL BE HELD SOLELY RESPONSIBLE FOR ANY DAMAGES TO THE ADJACENT PROPERTIES OCCURRING DURING THE CONSTRUCTION PHASES OF THIS PROJECT.
6. SAFETY NOTICE TO CONTRACTORS: IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS ON THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE DUTY OF THE ENGINEER OR THE DEVELOPER TO CONDUCT CONSTRUCTION REVIEW OF CONTRACTOR'S PERFORMANCE IS NOT INTENDED TO INCLUDE REVIEW OF THE ADEQUACY OF CONTRACTOR'S SAFETY MEASURES IN, ON OR NEAR THE CONSTRUCTION SITE.
7. ALL AREAS OUTSIDE THE PROPERTY BOUNDARIES THAT ARE DISTURBED BY UTILITY CONSTRUCTION SHALL BE RESTORED IN KIND. SODDED AREAS SHALL BE RESTORED WITH 6 INCHES OF TOPSOIL PLACED BENEATH THE SOD.
8. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING TRAFFIC CONTROL DEVICES SUCH AS BARRICADES, WARNING SIGNS, DIRECTIONAL SIGNS, FLAGMEN AND LIGHTS TO CONTROL THE MOVEMENT OF TRAFFIC WHERE NECESSARY. TRAFFIC CONTROL DEVICES SHALL CONFORM TO APPROPRIATE MINNESOTA DEPARTMENT OF TRANSPORTATION STANDARDS.
9. ALL SOILS TESTING SHALL BE COMPLETED BY AN INDEPENDENT SOILS ENGINEER. EXCAVATION FOR THE PURPOSE OF REMOVING UNSTABLE OR UNSUITABLE SOILS SHALL BE COMPLETED AS REQUIRED BY THE SOILS ENGINEER. THE UTILITY BACKFILL CONSTRUCTION SHALL COMPLY WITH THE REQUIREMENTS OF THE SOILS ENGINEER. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL REQUIRED SOILS TESTS AND SOIL INSPECTIONS WITH THE SOILS ENGINEER. A GEOTECHNICAL ENGINEERING REPORT HAS BEEN COMPLETED BY:COMPANY:
- ADDRESS:
- PHONE:
- DATED:
- CONTRACTOR SHALL OBTAIN A COPY OF THIS SOILS REPORT.
10. CONTRACTOR SHALL SUBMIT 2 COPIES OF SHOP DRAWINGS FOR MANHOLE AND CATCH BASIN STRUCTURES TO _____. CONTRACTOR SHALL ALLOW 5 WORKING DAYS FOR SHOP DRAWING REVIEW.
11. CONTRACTOR AND MATERIAL SUPPLIER SHALL DETERMINE THE MINIMUM DIAMETER REQUIRED FOR EACH STORM SEWER STRUCTURE.
12. THE UTILITY DESIGN DOES NOT INCLUDE WATERMAIN ELEVATIONS. EXCAVATION SHALL INSTALL WATERMAIN AT DEPTHS REQUIRED BY APPLICABLE AGENCIES AND SHALL DETERMINE LOCATIONS OF CONFLICTS WITH OTHER UTILITIES AND INCLUDE THE REQUIRED EFFORTS TO AVOID CONFLICTS (BENDS, MATERIAL CHANGES, ETC.) IN THEIR BIDS.
13. CONTRACTOR SHALL PROVIDE RECORD PLANS AS REQUIRED BY PERMITTING AGENCIES.
- 

ADDRESS:

PHONE:

DATED:

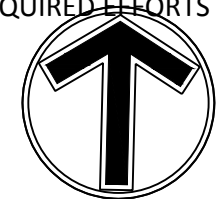
CONTRACTOR SHALL OBTAIN A COPY OF THIS SOILS REPORT.

10. CONTRACTOR SHALL SUBMIT 2 COPIES OF SHOP DRAWINGS FOR MANHOLE AND CATCH BASIN STRUCTURES TO _____. CONTRACTOR SHALL ALLOW 5 WORKING DAYS FOR SHOP DRAWING REVIEW.

11. CONTRACTOR AND MATERIAL SUPPLIER SHALL DETERMINE THE MINIMUM DIAMETER REQUIRED FOR EACH STORM SEWER STRUCTURE

12. THE UTILITY DESIGN DOES NOT INCLUDE WATERMAIN ELEVATIONS. THE CONTRACTOR SHALL INSTALL WATERMAIN AT DEPTHS REQUIRED BY APPLICABLE AGENCIES AND SHALL DETERMINE LOCATIONS OF CONFLICTS WITH OTHER UTILITIES AND INCLUDE THE REQUIRED EFFORTS TO AVOID CONFLICTS (BENDS, MATERIAL CHANGES, ETC.) IN THEIR BIDS.

13. CONTRACTOR SHALL PROVIDE RECORD PLANS AS REQUIRED BY PERMITTING AGENCIES.



NORTH

A horizontal scale bar with three segments. The first segment is 0 to 60 feet, the second is 60 to 120 feet, and the third is 120 to 180 feet. The segments are labeled 0, 60, and 120 at the top. Below the bar, the words SCALE, IN, and FEET are written under the first, second, and third segments respectively.

NO	DATE	BY	CKD	APPR	COMMENT
	07/07/2024	TPK	JDB	JDB	SITE PLAN APPLICATION
	11/14/2024	TPK	JDB	JDB	SITE PLAN RESUBMITTAL

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

Print Name: JOSEPH D. BAILEY

Date License # 58645

PRELIMINARY
08/07/2024
DESIGN REVIEW

PERMIT SUBMITTAL

CONSTRUCTION DOCUMENTS

DRAWN BY
TPK

DESIGNED BY

CHECKED BY _____

PROJECT NO.

51493



STORM SEWER PLAN (NORTH)

CP WEST, LLC
NORTHDALE BOULEVARD INDUSTRIAL
PRELIMINARY DEVELOPMENT PLANS
ROGERS, MINNESOTA

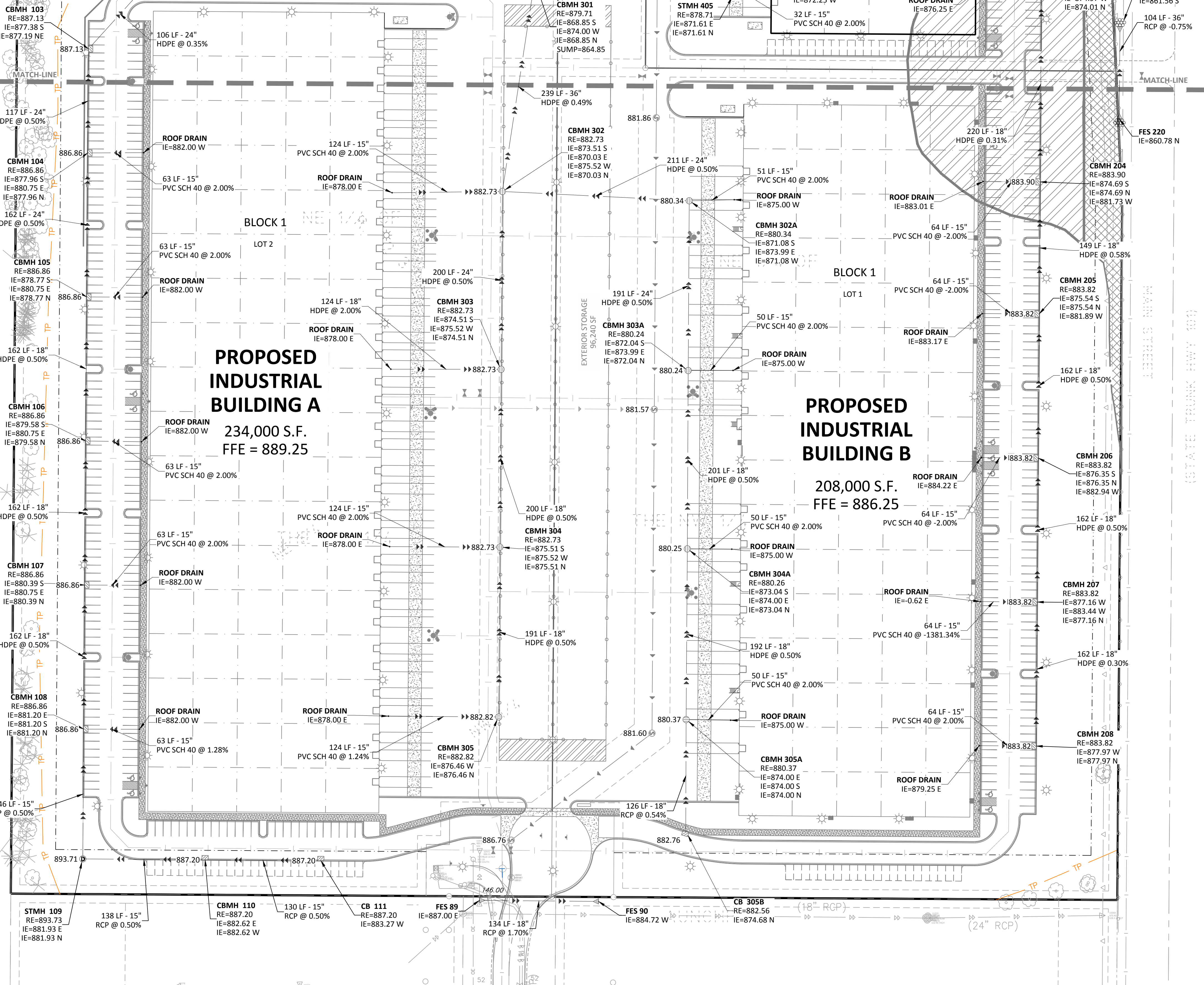
SHEET

C7.01
17 OF 33
REV.

THE SUBSURFACE UTILITY INFORMATION SHOWN ON THESE PLANS IS A UTILITY QUALITY LEVEL D. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF ASCE/CI 38-02, TITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA." THE CONTRACTOR AND/OR SUBCONTRACTORS SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, BY CONTACTING THE NOTIFICATION CENTER (GOPHER STATE ONE FOR MINNESOTA). THE CONTRACTOR AND/OR SUBCONTRACTOR AGREE TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES, WHICH MIGHT BE OCCASIONED BY HIS OR HER FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UTILITIES (UNDERGROUND AND OVERHEAD).

IF THE CONTRACTOR ENCOUNTERS ANY DRAIN TILE WITHIN THE SITE, HE OR SHE SHALL NOTIFY THE ENGINEER WITH THE LOCATION, SIZE, INVERT AND IF THE TILE LINE IS ACTIVE. NO DRAIN TILE SHALL BE BACKFILLED WITHOUT APPROVAL FROM THE PROJECT ENGINEER.

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.

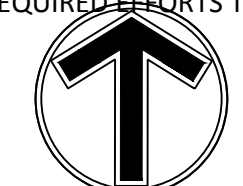


LEGEND																			
PROPOSED		EXISTING																	
SANITARY SEWER		FORCEMAIN (SAN.)		STORM SEWER		DRAINTILE		WATERMAIN		UNDERGROUND GAS LINE		UNDERGROUND TELEPHONE		UNDERGROUND ELECTRIC		CONCRETE CURB		EASEMENT LINE	

NOTE: TO MAINTAIN SANITARY SEWER DEPTHS AND AVOID ADDITIONAL SANITARY LIFT STATION AND FORCEMAIN, SANITARY SEWER WILL NEED TO BE PLACED IN PUBLIC DRAINAGE AND UTILITY EASEMENT PER CITY STANDARDS; OWNED AND MAINTAINED BY THE CITY OF ROGERS.

UTILITY CONSTRUCTION NOTES

- THE UTILITY IMPROVEMENTS FOR THIS PROJECT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE "STANDARD UTILITIES SPECIFICATIONS" AS PUBLISHED BY THE CITY ENGINEERS ASSOCIATION OF MINNESOTA (CEAM), EXCEPT AS MODIFIED HEREIN. CONTRACTOR SHALL OBTAIN A COPY OF THESE SPECIFICATIONS.
 - ALL UTILITIES SHALL BE CONSTRUCTED IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL REQUIREMENTS, INCLUDING BUT NOT LIMITED TO CITY, DEPARTMENT OF LABOR AND INDUSTRY AND MINNESOTA DEPARTMENT OF HEALTH REQUIREMENTS.
 - CONTRACTOR SHALL NOT OPEN, TURN OFF, INTERFERE WITH, OR ATTACH ANY PIPE OR HOSE TO OR TAP WATERMAIN BELONGING TO THE CITY UNLESS DULY AUTHORIZED TO DO SO BY THE CITY. ANY ADVERSE CONSEQUENCES OF ANY SCHEDULED OR UNSCHEDULED DISRUPTIONS OF SERVICE TO THE PUBLIC ARE THE LIABILITY OF CONTRACTOR.
 - A MINIMUM VERTICAL SEPARATION OF 18 INCHES, AND HORIZONTAL SEPARATION OF 10-FEET, BETWEEN OUTSIDE PIPE AND/OR STRUCTURE WALLS, IS REQUIRED AT ALL WATERMAIN AND SEWER MAIN (STORM AND SANITARY) CROSSINGS.
 - ALL MATERIALS SHALL BE AS SPECIFIED IN CEAM SPECIFICATIONS EXCEPT AS MODIFIED HEREIN.
 - ALL MATERIALS SHALL COMPLY WITH THE REQUIREMENTS OF THE CITY.
 - ALL SANITARY SEWER TO BE PVC SDR-35, UNLESS NOTED OTHERWISE.
 - ALL SANITARY SEWER SERVICES TO BUILDING SHALL BE CONSTRUCTED OF MATERIALS APPROVED FOR USE WITHIN A BUILDING (SEE TABLE 701.2 OF 2020 MN PLUMBING CODE).
 - ALL SANITARY SEWER WITHIN 10 FEET OF, CROSSING ABOVE, OR WITHIN 12-INCHES BELOW, A POTABLE WATER LINE SHALL BE CONSTRUCTED OF MATERIALS APPROVED FOR USE WITHIN A BUILDING (SEE TABLE 701.2 OF 2020 MN PLUMBING CODE).
 - ALL WATERMAIN TO BE DUCTILE IRON - CLASS 52, OR PVC C-900, UNLESS NOTED OTHERWISE.
 - ALL WATERMAIN TO HAVE 7.5-FEET OF COVER OVER TOP OF WATERMAIN.
 - PROVIDE THRUST BLOCKING AND MECHANICAL JOINT RESTRAINTS ON ALL WATERMAIN JOINTS PER CITY STANDARDS.
 - WHERE A SEWER LINE CROSSES A WATER SERVICE, THE WATER SERVICE SHALL NOT CONTAIN ANY JOINTS OR CONNECTIONS WITHIN 10 FEET OF THE CROSSING.
 - ALL STORM SEWER PIPE TO BE SMOOTH INTERIOR DUAL WALL HDPE PIPE WITH WATERTIGHT GASKETS, UNLESS NOTED OTHERWISE.
 - ALL STORM SEWER CROSSING ABOVE, OR WITHIN 12-INCHES BELOW, A POTABLE WATER LINE SHALL BE CONSTRUCTED OF MATERIALS APPROVED FOR USE WITHIN A BUILDING (SEE TABLE 701.2 OF 2020 MN PLUMBING CODE).
 - ALL STORM SEWER PIPE FOR ROOF DRAIN SERVICES TO THE BUILDING, OR WITHIN 10' OF A BUILDING, SHALL BE CONSTRUCTED OF MATERIALS APPROVED FOR USE WITHIN A BUILDING (SEE TABLE 701.2 OF 2020 MN PLUMBING CODE).
 - RIP RAP SHALL BE MN/DOT CLASS 3.
- COORDINATE ALL BUILDING SERVICE CONNECTION LOCATIONS AND INVERT ELEVATIONS WITH MECHANICAL CONTRACTOR PRIOR TO CONSTRUCTION.
 - ALL BUILDING SERVICE CONNECTIONS (STORM, SANITARY, WATER) WITH FIVE FEET OR LESS COVER ARE TO BE INSULATED FROM BUILDING TO POINT WHERE 5- FEET OF COVER IS ACHIEVED.
 - CONTRACTOR SHALL TAKE ALL PRECAUTIONS NECESSARY TO AVOID PROPERTY DAMAGE TO ADJACENT PROPERTIES DURING THE CONSTRUCTION PHASES OF THIS PROJECT. CONTRACTOR WILL BE HELD SOLELY RESPONSIBLE FOR ANY DAMAGES TO THE ADJACENT PROPERTIES OCCURRING DURING THE CONSTRUCTION PHASES OF THIS PROJECT.
 - SAFETY NOTICE TO CONTRACTORS: IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS ON THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE DUTY OF THE ENGINEER OR THE DEVELOPER TO CONDUCT CONSTRUCTION REVIEW OF CONTRACTOR'S PERFORMANCE IS NOT INTENDED TO INCLUDE REVIEW OF THE ADEQUACY OF CONTRACTOR'S SAFETY MEASURES IN, ON OR NEAR THE CONSTRUCTION SITE.
 - ALL AREAS OUTSIDE THE PROPERTY BOUNDARIES THAT ARE DISTURBED BY UTILITY CONSTRUCTION SHALL BE RESTORED IN KIND. SODDED AREAS SHALL BE RESTORED WITH 6 INCHES OF TOPSOIL PLACED BENEATH THE SOD.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING TRAFFIC CONTROL DEVICES SUCH AS BARRICADES, WARNING SIGNS, DIRECTIONAL SIGNS, FLAGMEN AND LIGHTS TO CONTROL THE MOVEMENT OF TRAFFIC WHERE NECESSARY. TRAFFIC CONTROL DEVICES SHALL CONFORM TO APPROPRIATE MINNESOTA DEPARTMENT OF TRANSPORTATION STANDARDS.
 - ALL SOILS TESTING SHALL BE COMPLETED BY AN INDEPENDENT SOILS ENGINEER. EXCAVATION FOR THE PURPOSE OF REMOVING UNSTABLE OR UNSUITABLE SOILS SHALL BE COMPLETED AS REQUIRED BY THE SOILS ENGINEER. THE UTILITY BACKFILL CONSTRUCTION SHALL COMPLY WITH THE REQUIREMENTS OF THE SOILS ENGINEER. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL REQUIRED SOILS TESTS AND SOIL INSPECTIONS WITH THE SOILS ENGINEER. A GEOTECHNICAL ENGINEERING REPORT HAS BEEN COMPLETED BY COMPANY:
ADDRESS:
PHONE:
DATED:
CONTRACTOR SHALL OBTAIN A COPY OF THIS SOILS REPORT.
 - CONTRACTOR SHALL SUBMIT 2 COPIES OF SHOP DRAWINGS FOR MANHOLE AND CATCH BASIN STRUCTURES TO _____, CONTRACTOR SHALL ALLOW 5 WORKING DAYS FOR SHOP DRAWING REVIEW.
 - CONTRACTOR AND MATERIAL SUPPLIER SHALL DETERMINE THE MINIMUM DIAMETER REQUIRED FOR EACH STORM SEWER STRUCTURE.
 - THE UTILITY DESIGN DOES NOT INCLUDE WATERMAIN ELEVATIONS. THE CONTRACTOR SHALL INSTALL WATERMAIN AT DEPTHS REQUIRED BY APPLICABLE AGENCIES AND SHALL DETERMINE LOCATIONS OF CONFLICTS WITH OTHER UTILITIES AND INCLUDE THE REQUIRED EFFORTS TO AVOID CONFLICTS (BENDS, MATERIAL CHANGES, ETC.) IN THEIR BIDS.
 - CONTRACTOR SHALL PROVIDE RECORD PLANS AS REQUIRED BY PERMITTING AGENCIES.



NORTH
0 60 120
SCALE IN FEET

NO	DATE	BY	CKD	APPR	COMMENT
	07/07/2024	TPK	JDB	JDB	SITE PLAN APPLICATION
	11/14/2024	TPK	JDB	JDB	SITE PLAN RESUBMITTAL

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

Print Name: JOSEPH D. BAILEY

Date: License #: 58645

PRELIMINARY
08/07/2024
DESIGN REVIEW

PERMIT SUBMITTAL

CONSTRUCTION DOCUMENTS

DRAWN BY
TPK

DESIGNED BY
JDB

CHECKED BY
JDB

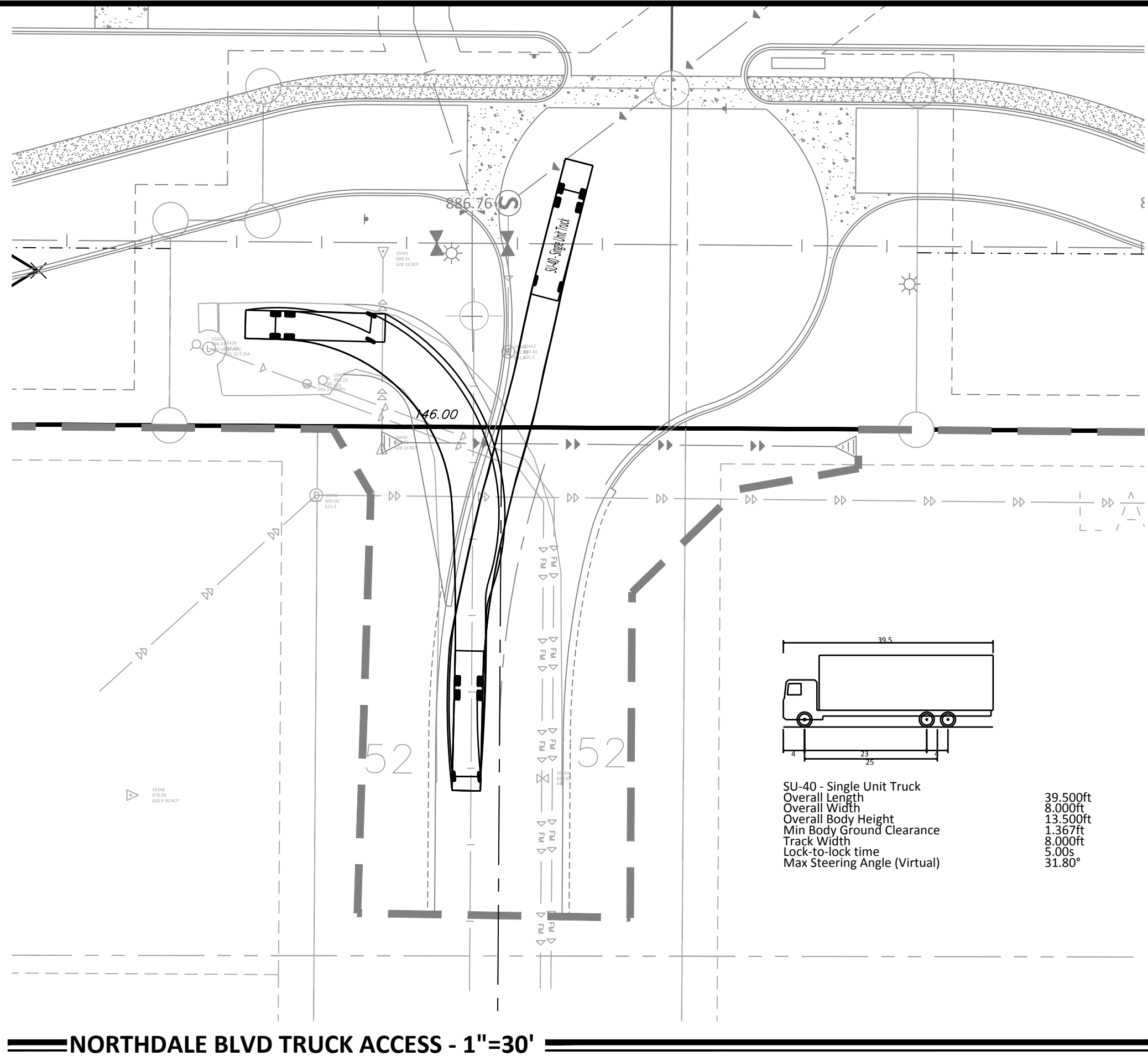
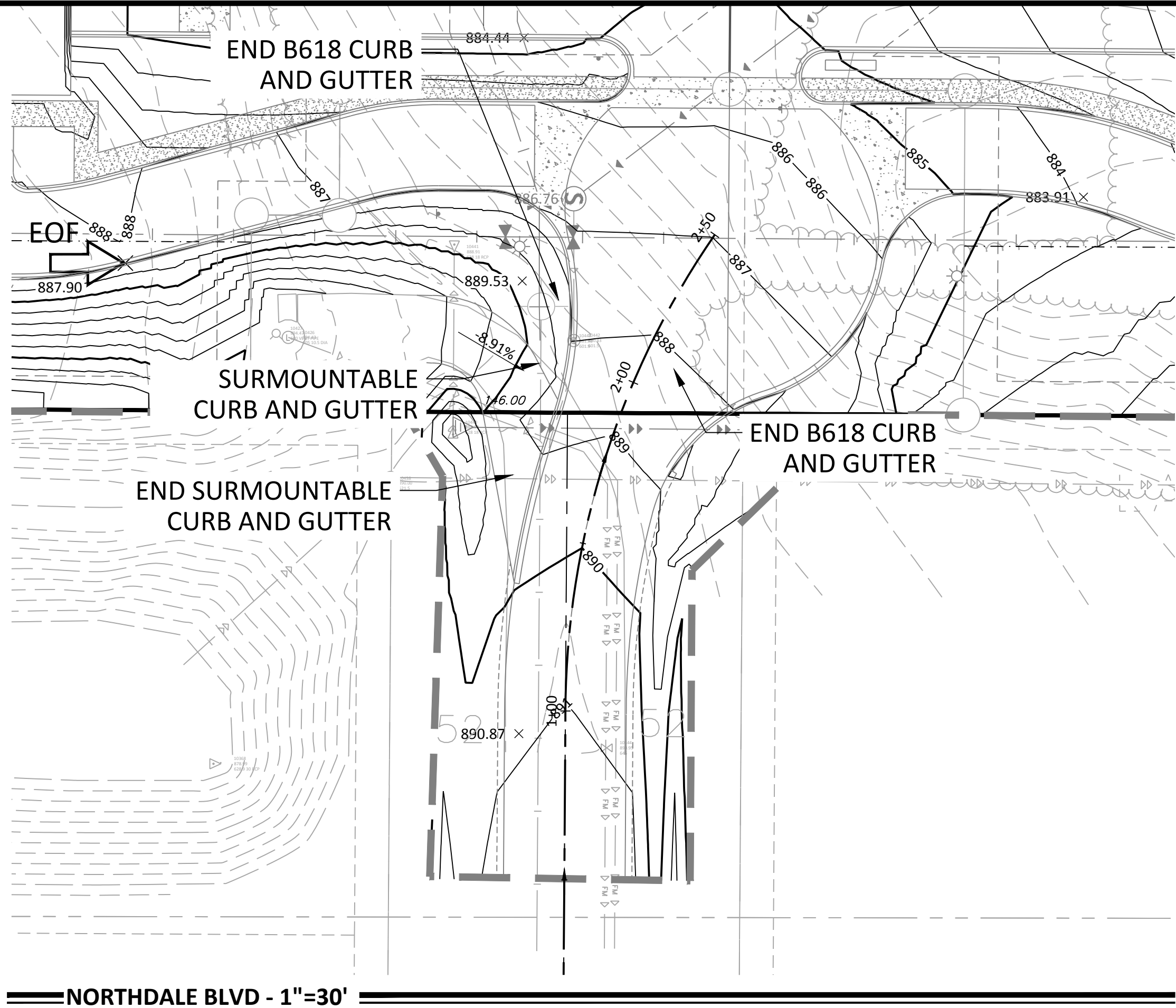
PROJECT NO.
51493



STORM SEWER PLAN (SOUTH)

CP WEST, LLC
NORTHDALE BOULEVARD INDUSTRIAL
PRELIMINARY DEVELOPMENT PLANS
ROGERS, MINNESOTA

SHEET
C7.02
18 OF 33
REV.

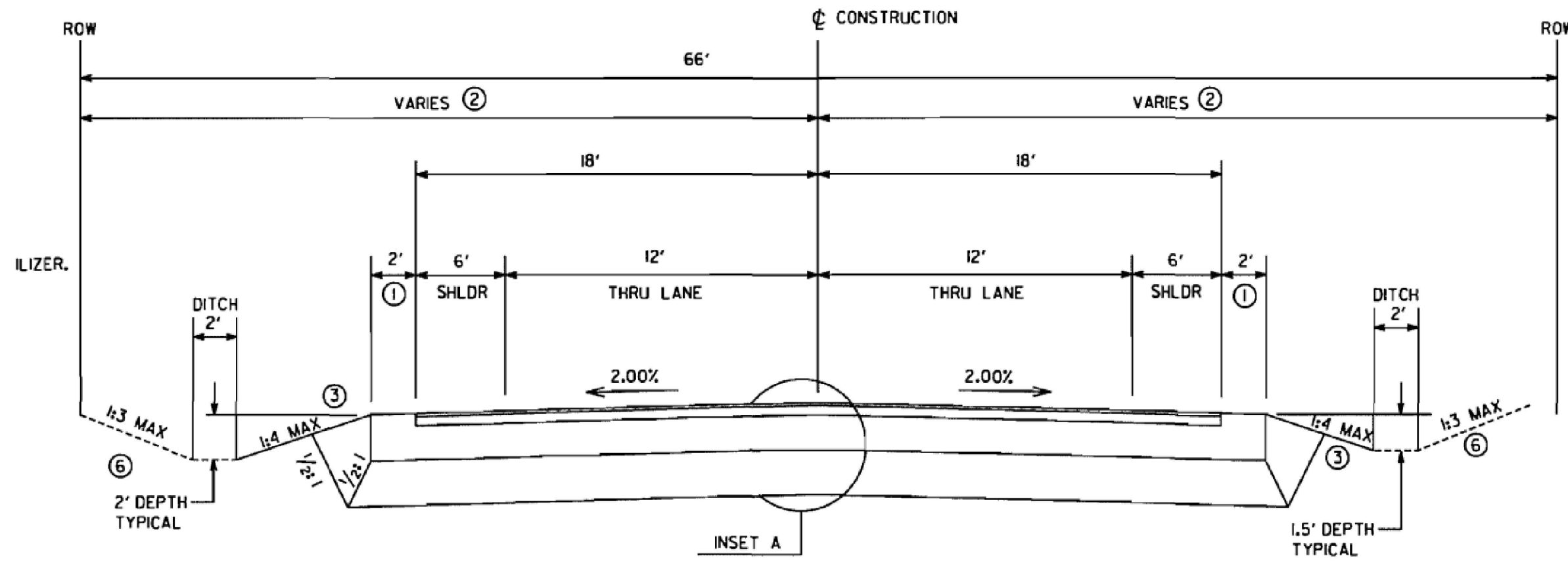
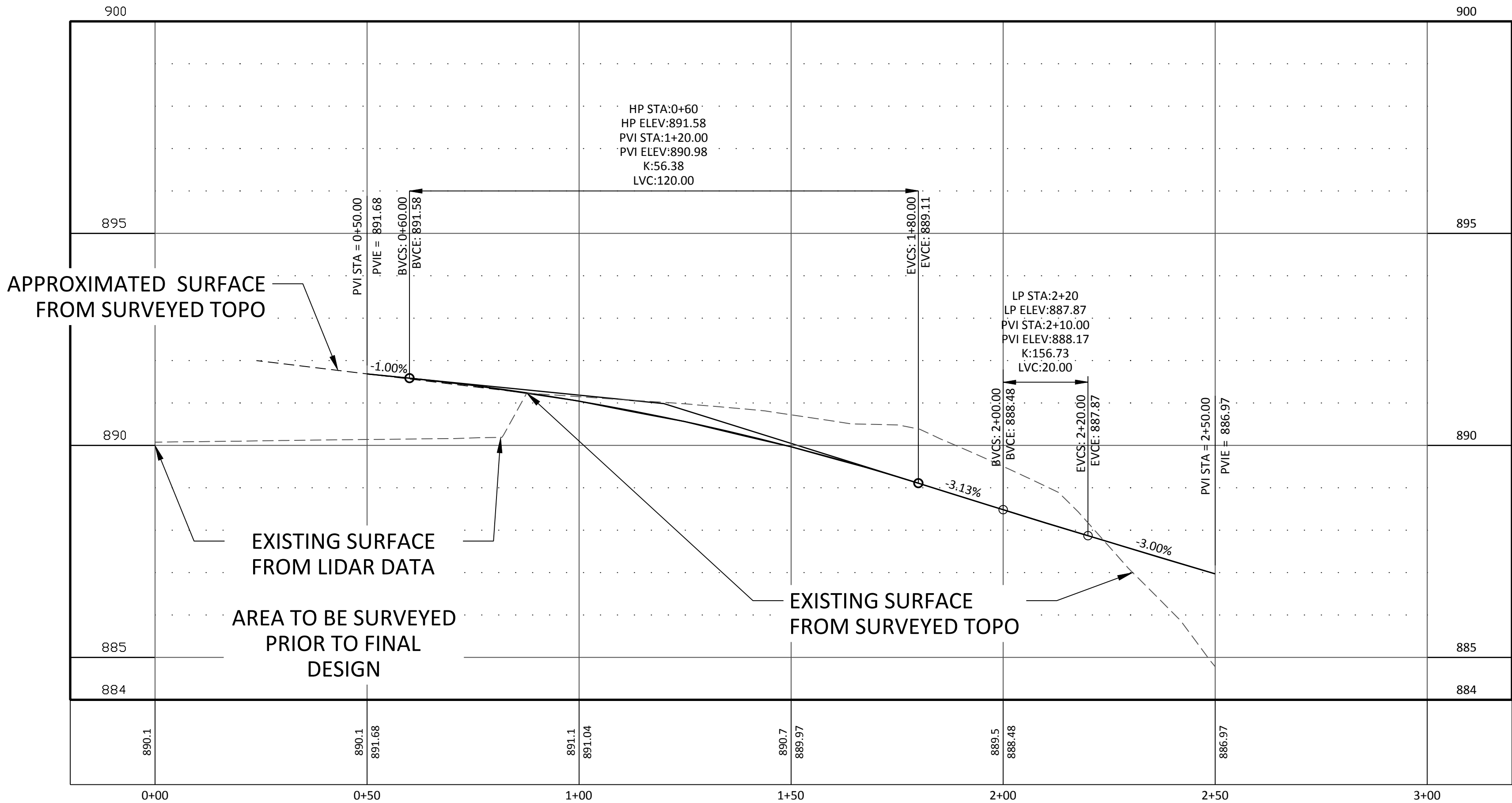


LEGEND			
PROPOSED	EXISTING	BOUNDARY LINE	
		CONCRETE CURB	CONCRETE PAVING
		STORM SEWER	CONCRETE SIDEWALK
		DRAIN TILE	PAVEMENT BY OTHERS (SEE ARCHITECTURAL PLANS)
		BUILDING LINE	
		RETAINING WALL	
		CONTOUR	
		WETLAND	
		TREE LINE	
		SPOT ELEVATIONS	
		RIPRAP	
		OVERFLOW ELEV.	
		SOIL BORING	

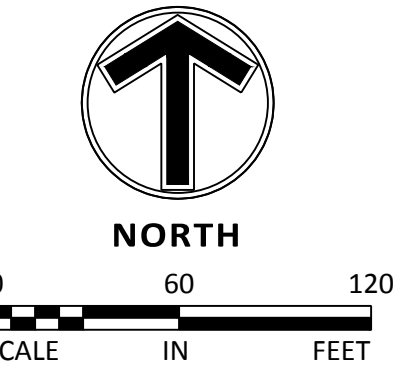
THE SUBSURFACE UTILITY INFORMATION SHOWN ON THESE PLANS IS A UTILITY QUALITY LEVEL D. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF ASCE/CI 38-02, TITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA." THE CONTRACTOR AND/OR SUBCONTRACTORS SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, BY CONTACTING THE NOTIFICATION CENTER (GOPHER STATE ONE FOR MINNESOTA). THE CONTRACTOR AND/OR SUBCONTRACTOR AGREE TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES, WHICH MIGHT BE OCCASIONED BY HIS OR HER FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UTILITIES (UNDERGROUND AND OVERHEAD).

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.

Northdale Blvd



TYPICAL SECTION
NORTHDALE BOULEVARD & JAMES ROAD N.



NO.	DATE	BY	CKD	APPR	COMMENT
	07/07/2024	TPK	JDB	JDB	SITE PLAN APPLICATION
	11/14/2024	TPK	JDB	JDB	SITE PLAN RESUBMITTAL

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

Print Name: JOSEPH D. BAILEY

Date: License #: 58645

PRELIMINARY
08/07/2024
DESIGN REVIEW

PERMIT SUBMITTAL

CONSTRUCTION DOCUMENTS

DRAWN BY
TPK

DESIGNED BY
JDB

CHECKED BY
JDB

PROJECT NO.
51493



NORTHDALE BLVD

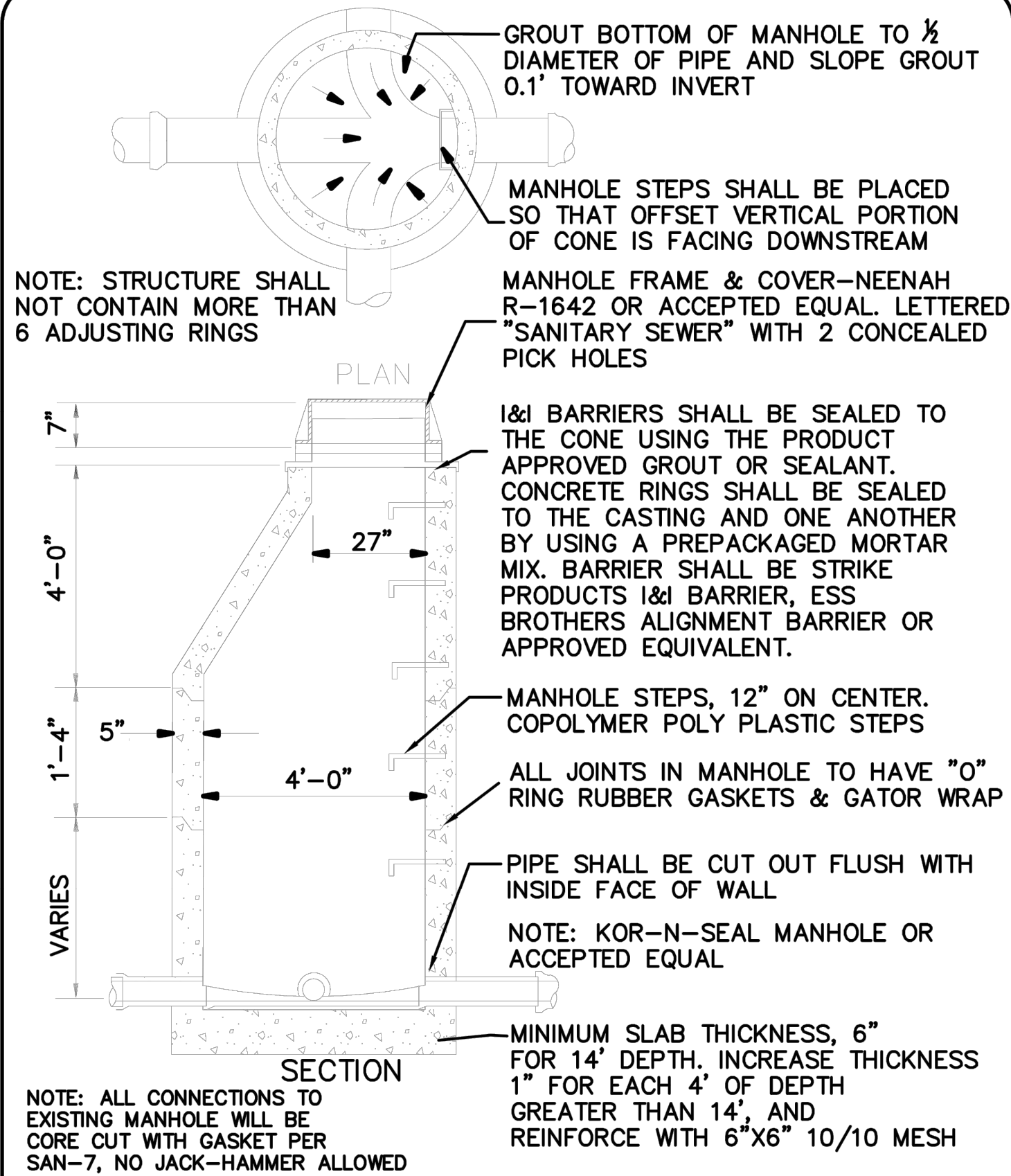
CP WEST, LLC

NORTHDALE BOULEVARD INDUSTRIAL

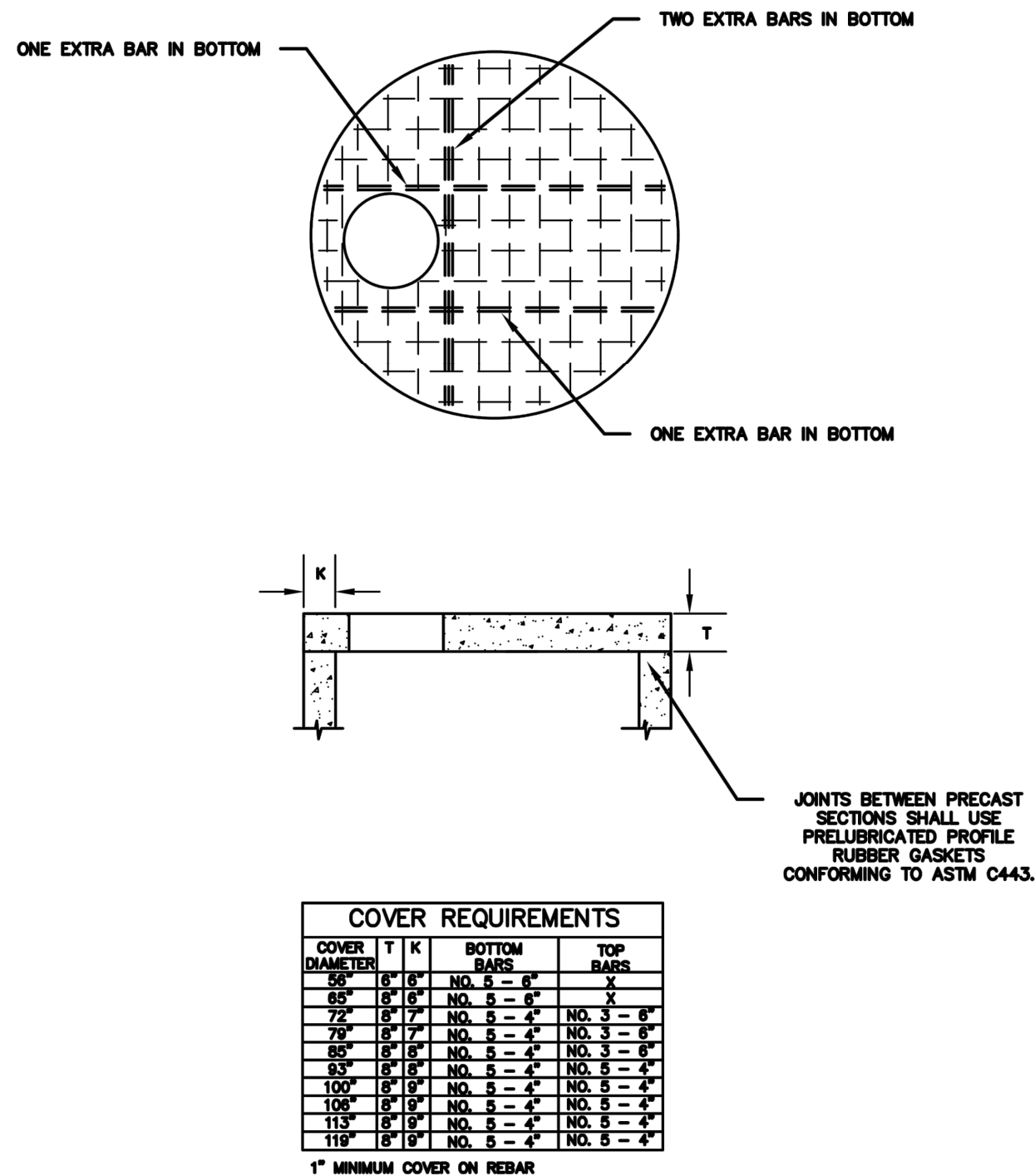
PRELIMINARY DEVELOPMENT PLANS

ROGERS, MINNESOTA

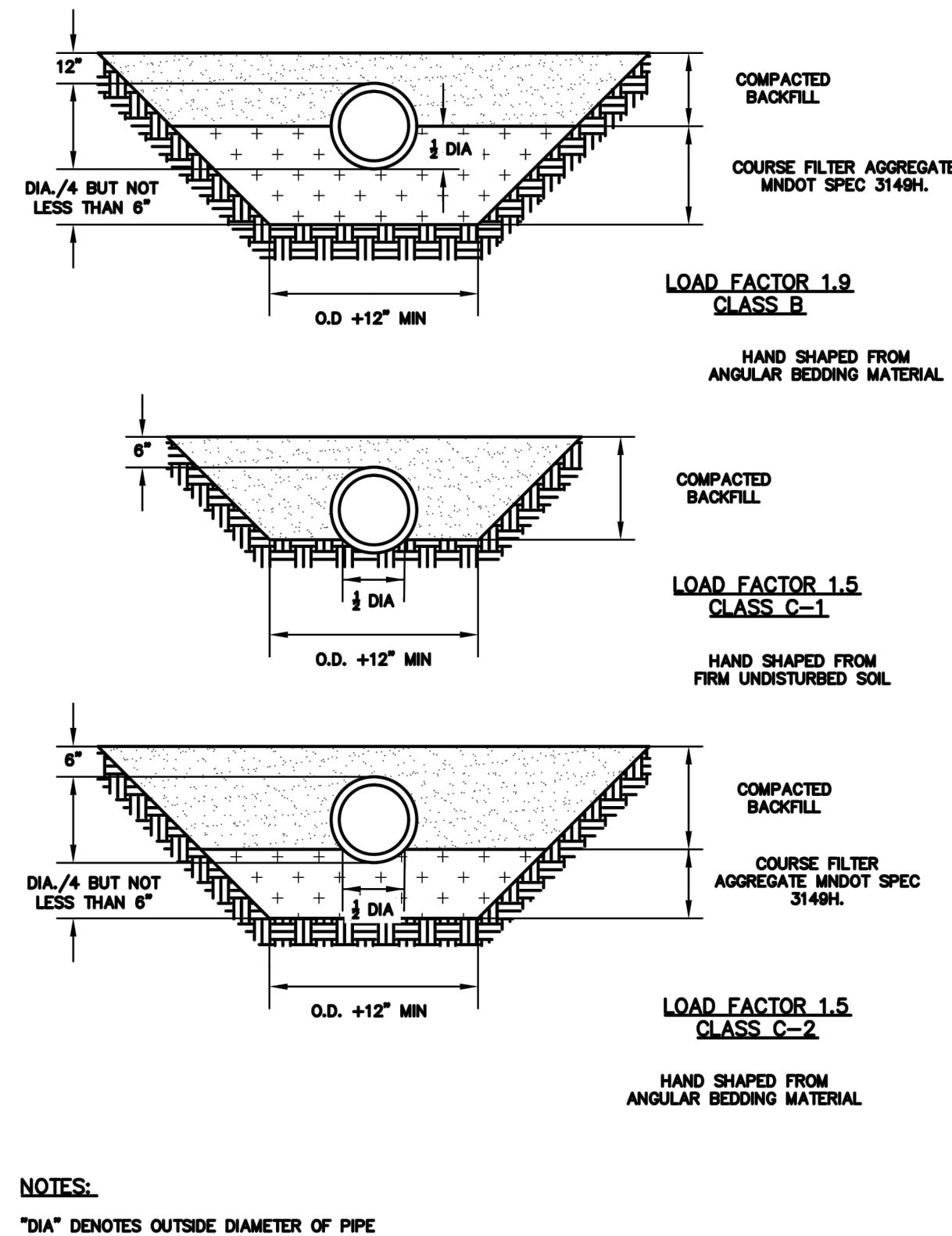
SHEET
C8.01
19 OF 33
REV.



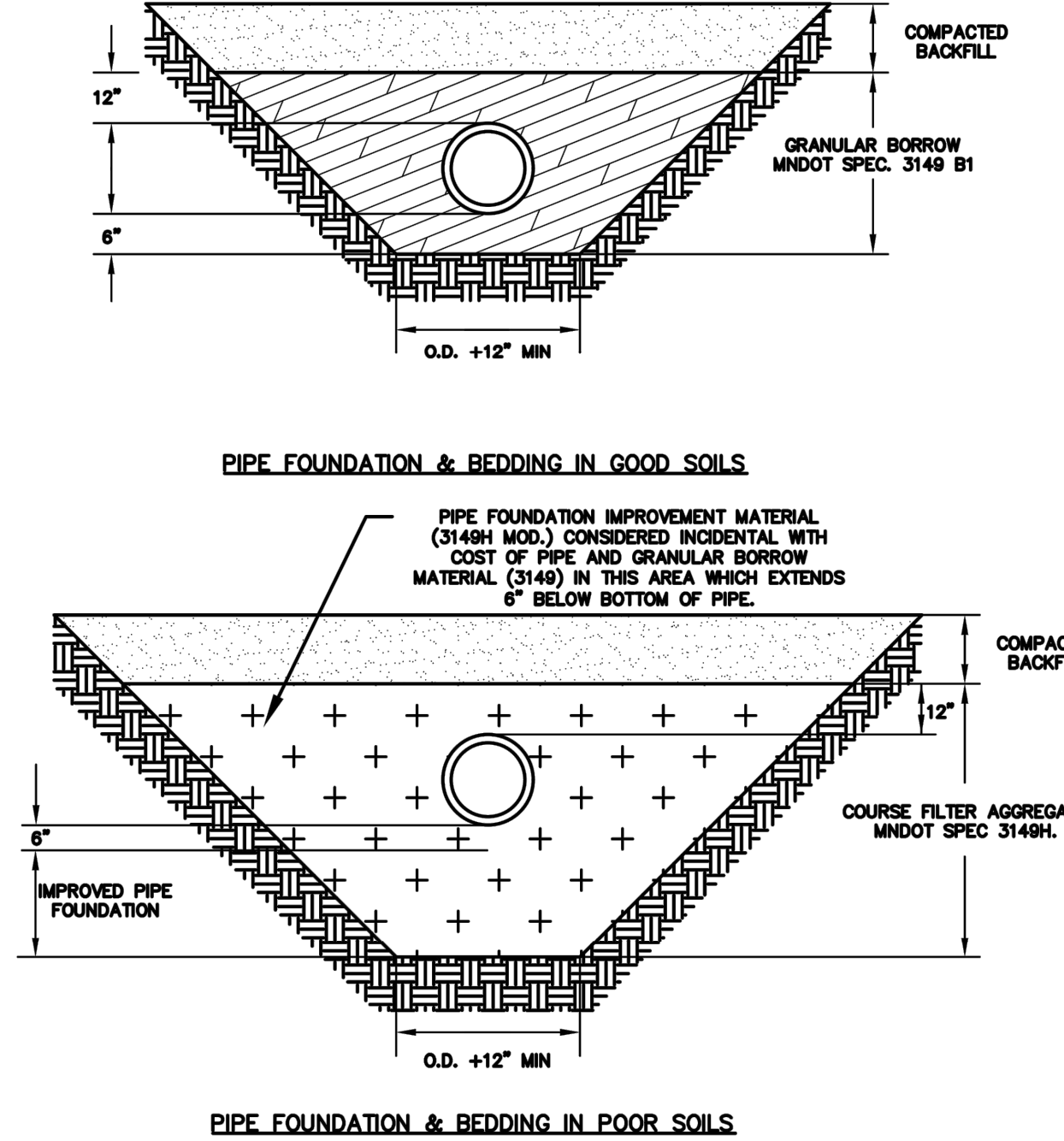
	STANDARD SANITARY MANHOLE	Standard Details	
		Issue: SEPTEMBER, 2020	Revised: SAN-4



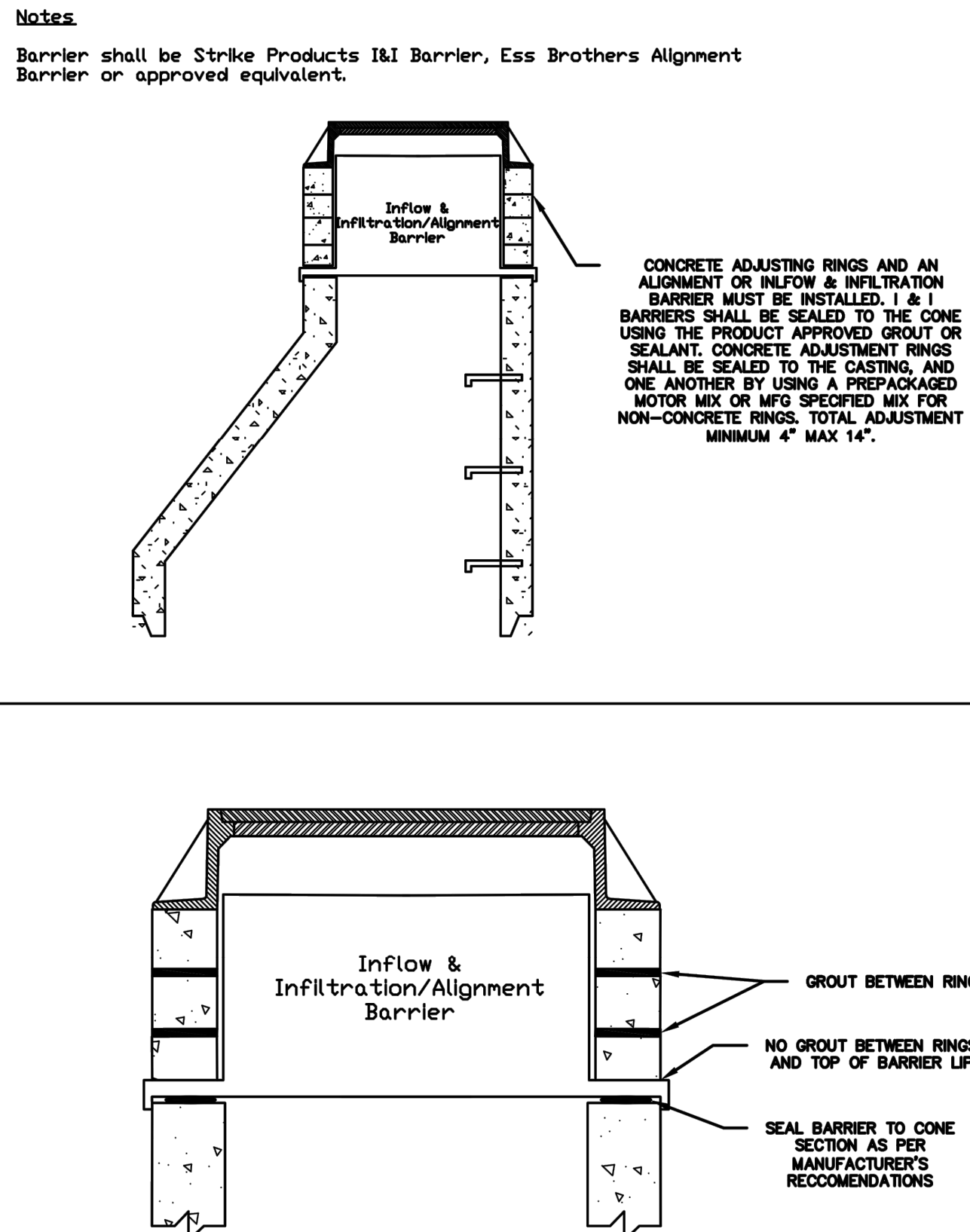
	MANHOLE TOP SLAB	Standard Details	
		Issue: SEPTEMBER, 2020	Revised: SAN-8



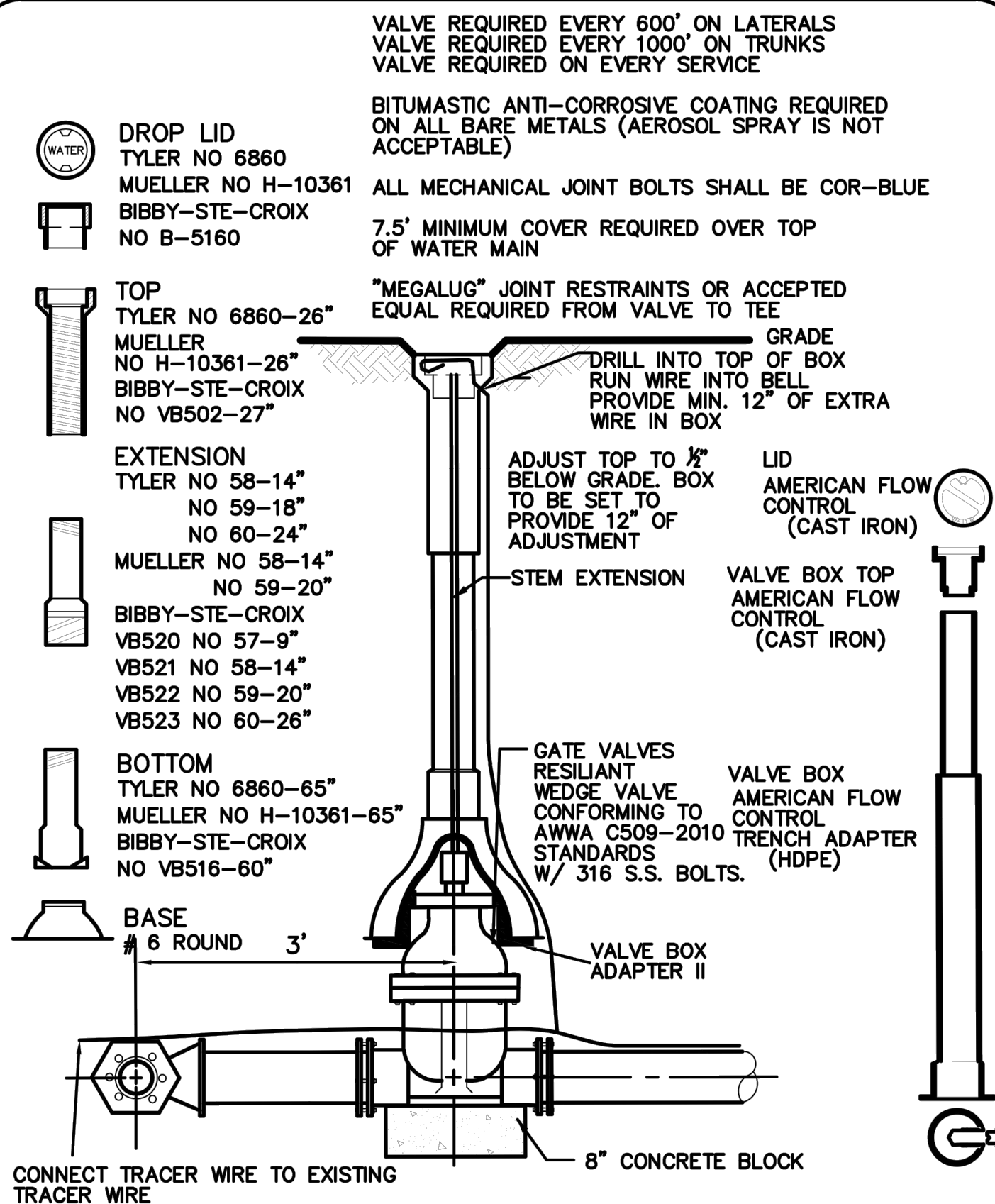
	PIPE BEDDING METHODS FOR RCP OR DIP	Standard Details	
		Issue: SEPTEMBER, 2020	Revised: SAN-11



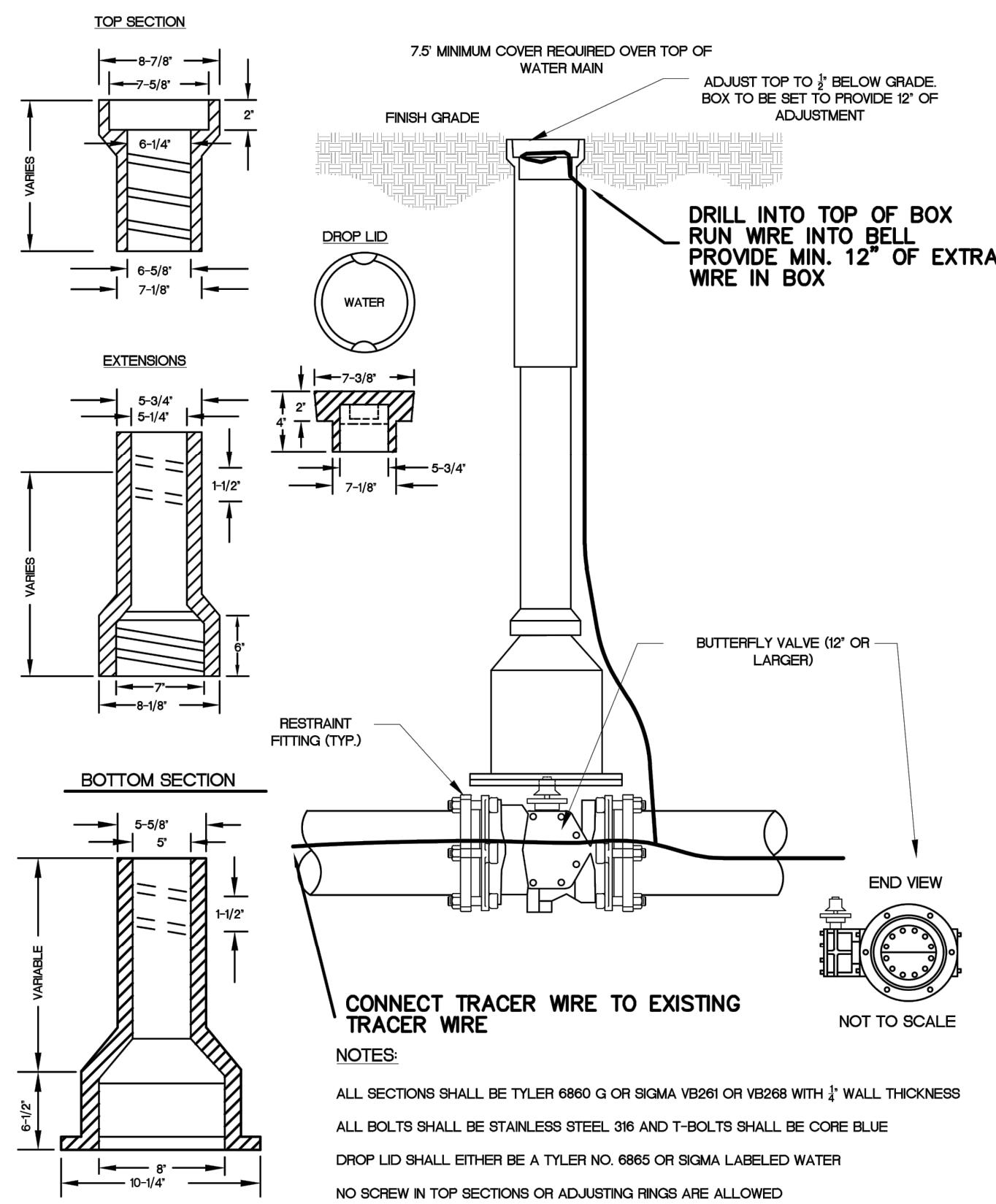
	PIPE BEDDING METHODS FOR PVC	Standard Details	
		Issue: SEPTEMBER, 2020	Revised: SAN-12



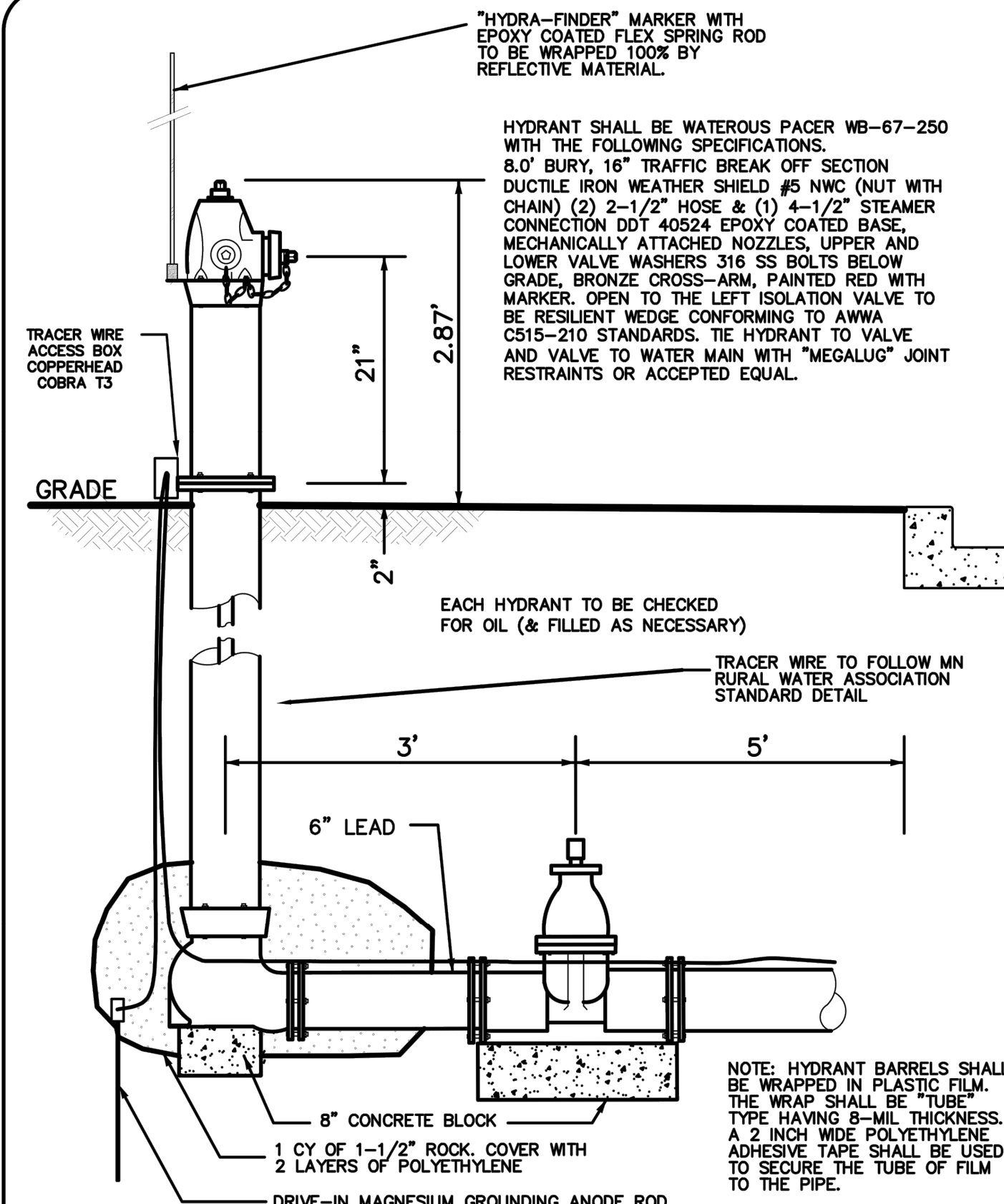
	PIPE TO NEW MANHOLE CONNECTION	Standard Details	
		Issue: SEPTEMBER, 2020	Revised: SAN-14



	GATE VALVE AND BOX INSTALLATION	Standard Details	
		Issue: SEPTEMBER, 2020	Revised: WAT-01



	BUTTERFLY VALVE AND BOX INSTALLATION	Standard Details	
		Issue: SEPTEMBER, 2020	Revised: WAT-02



	GATE VALVE AND HYDRANT INSTALLATION	Standard Details	
		Issue: SEPTEMBER, 2020	Revised: WAT-03

24.15 (LWISTECH) | EMILY CASTANIAS, PE (MN) | 11/14/2024 3:54:50 PM
C:\PROJECTS\151493\CAD\SHEETS\151493-C9-01-DTL\DWG\C9-01.DWG

NO	DATE	BY	CHKD	APPR	COMMENT
07/07/2024	TPK	JDB	JDB		SITE PLAN APPLICATION
11/14/2024	TPK	JDB	JDB		SITE PLAN RESUBMITTAL

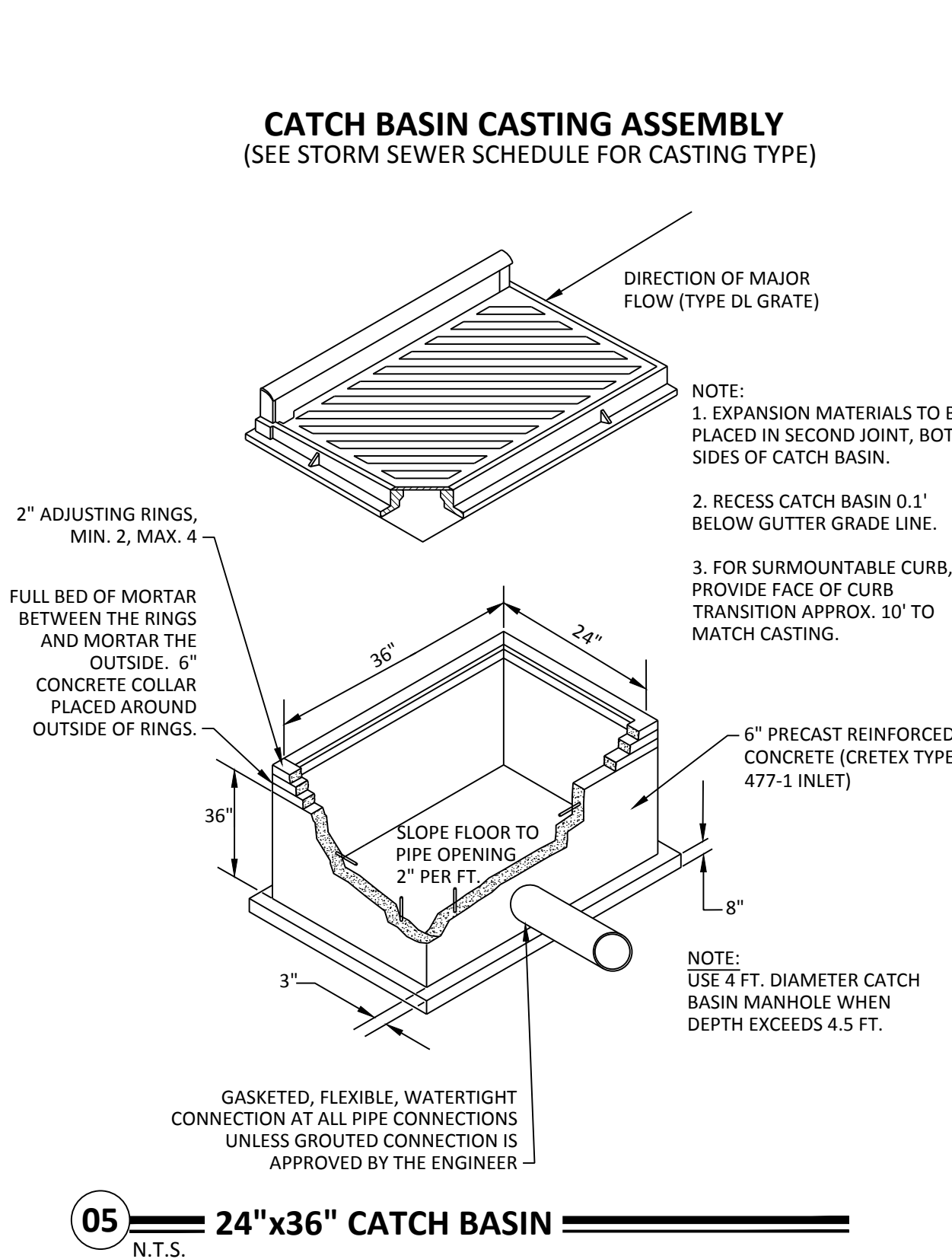
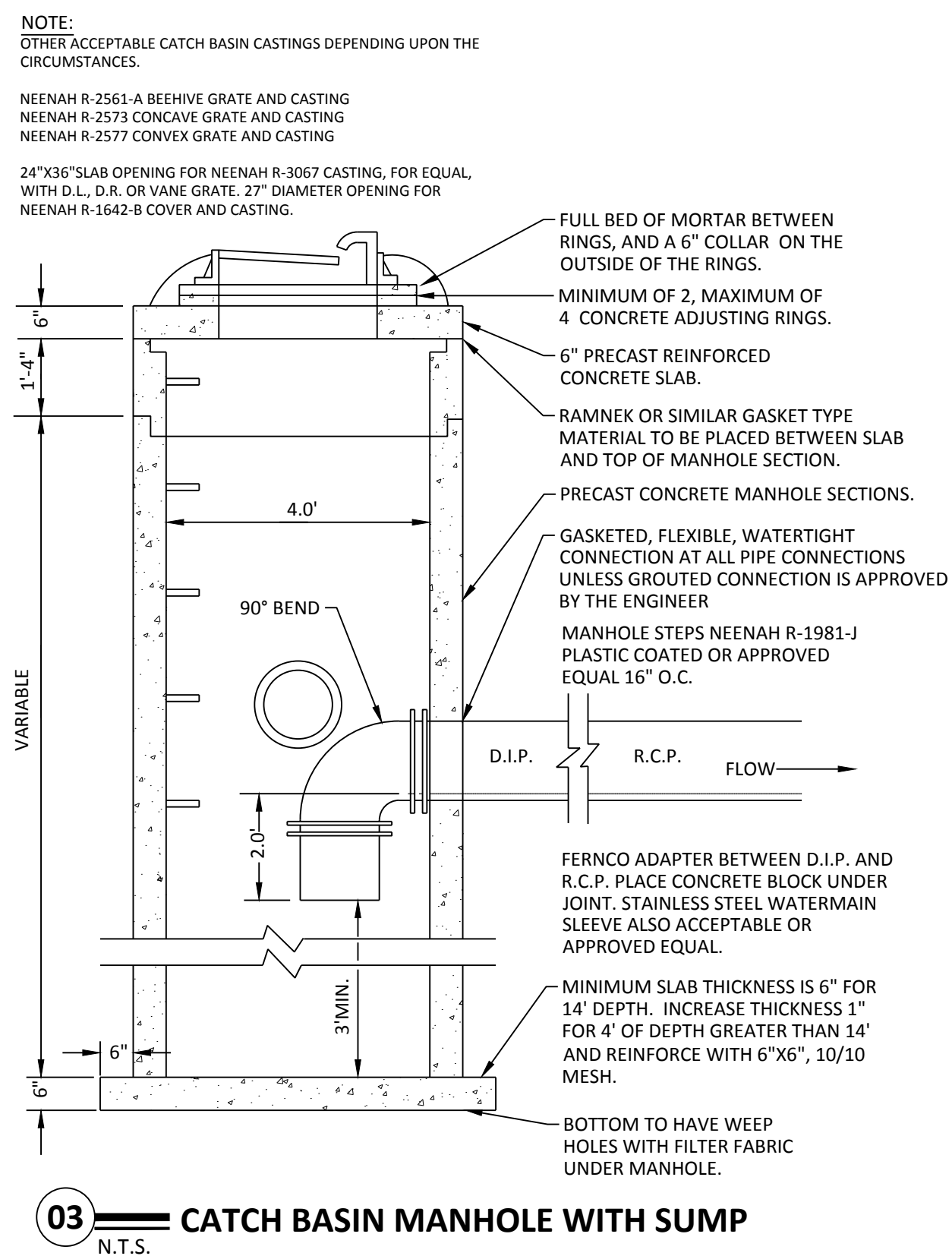
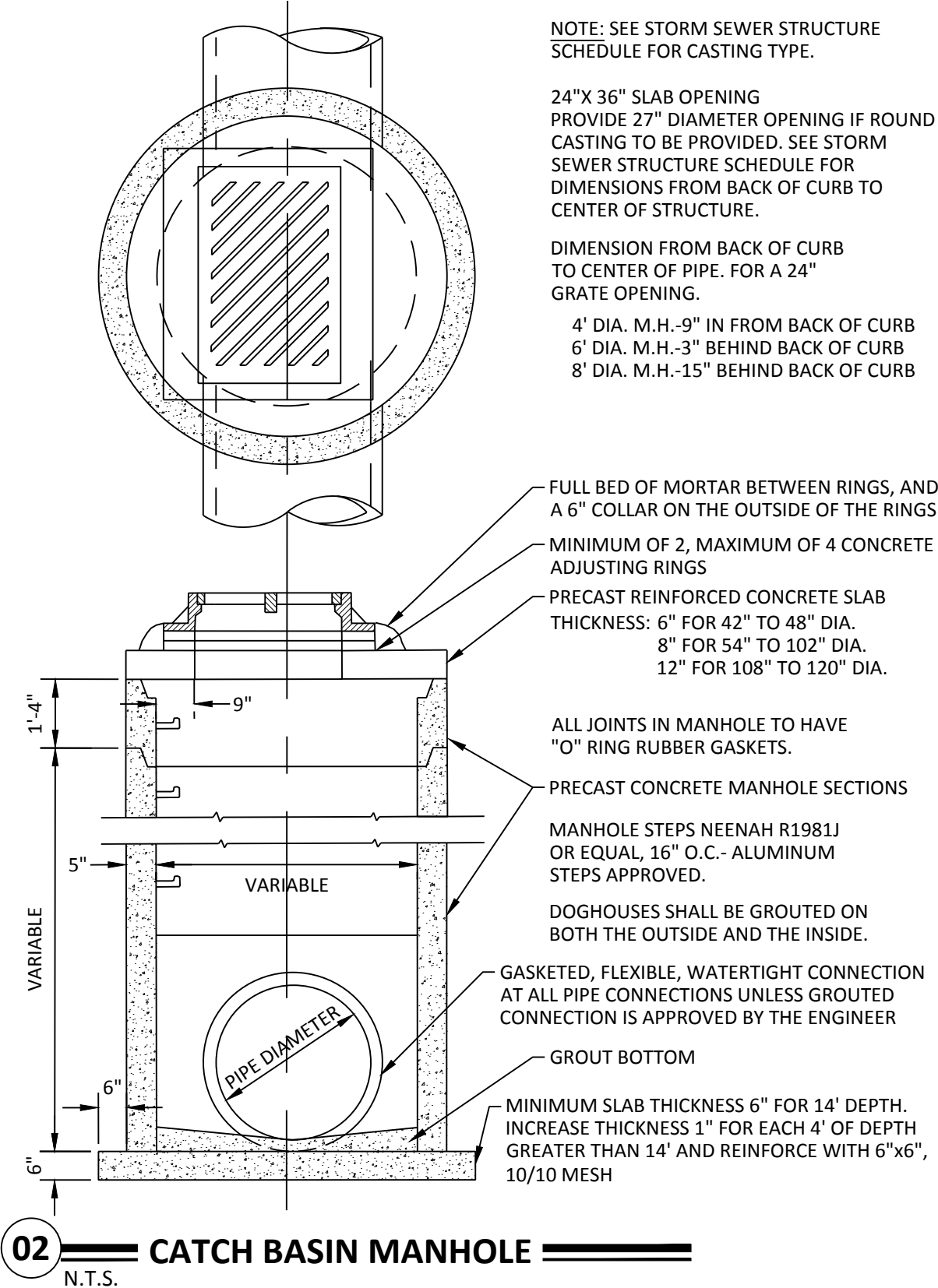
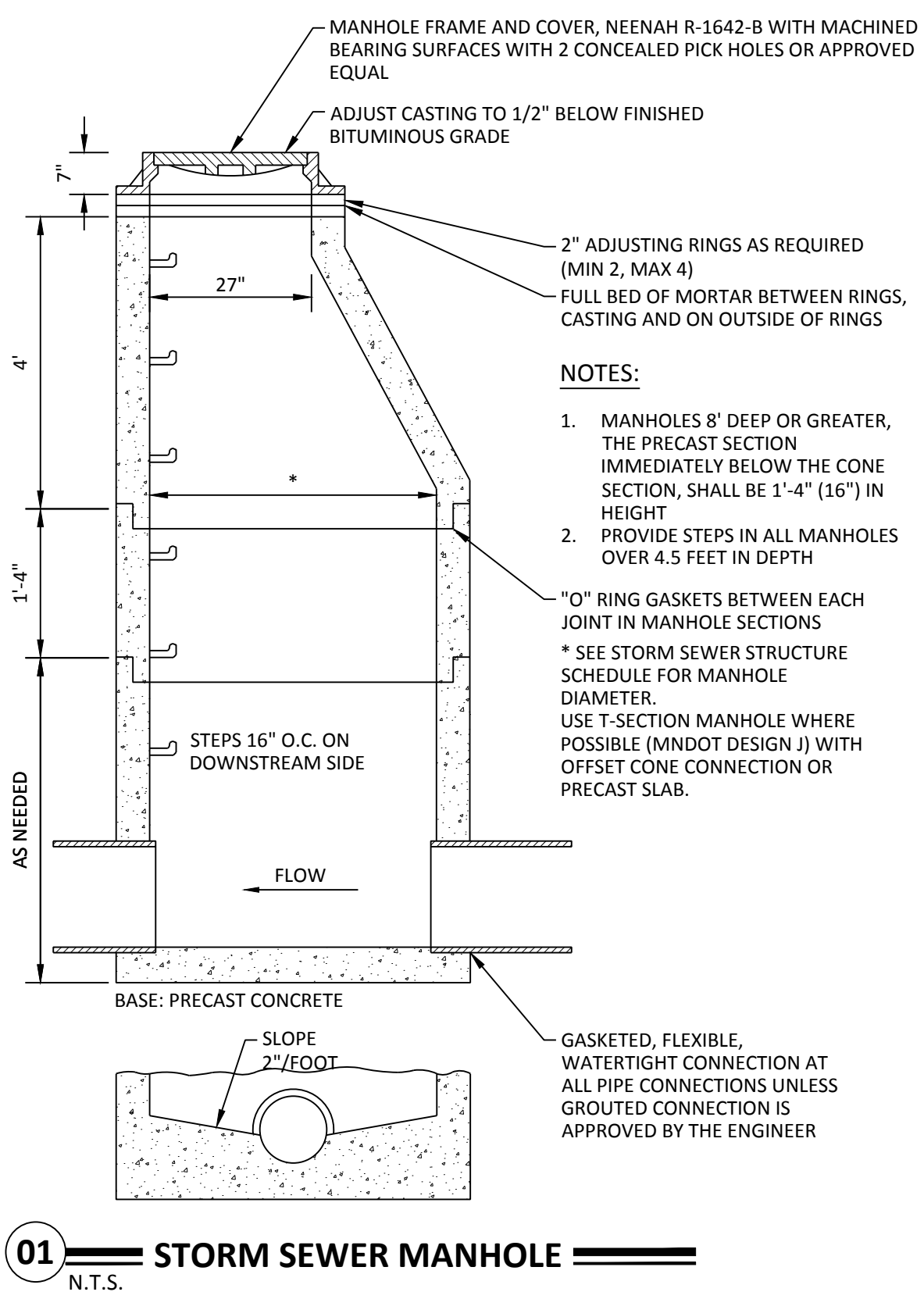
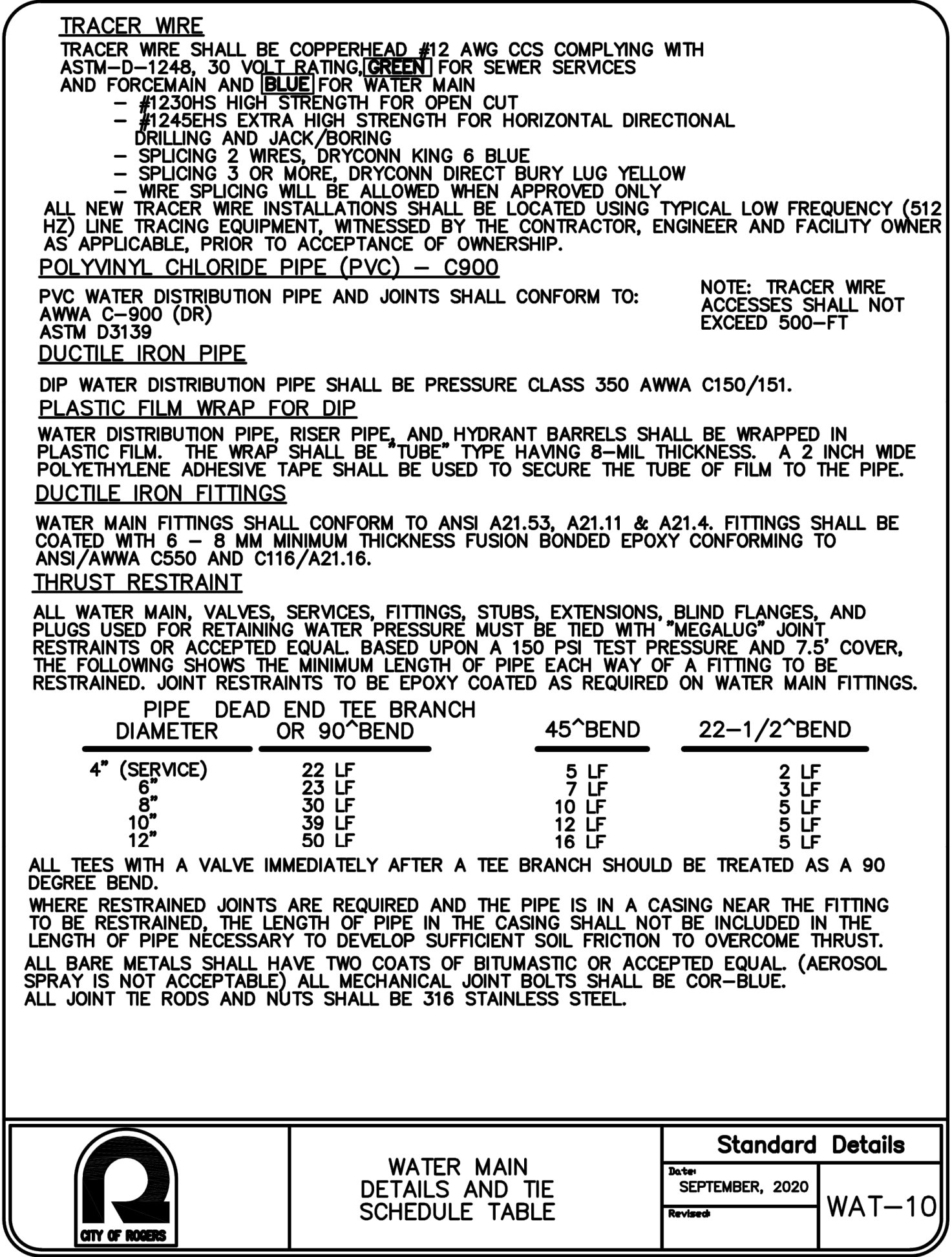
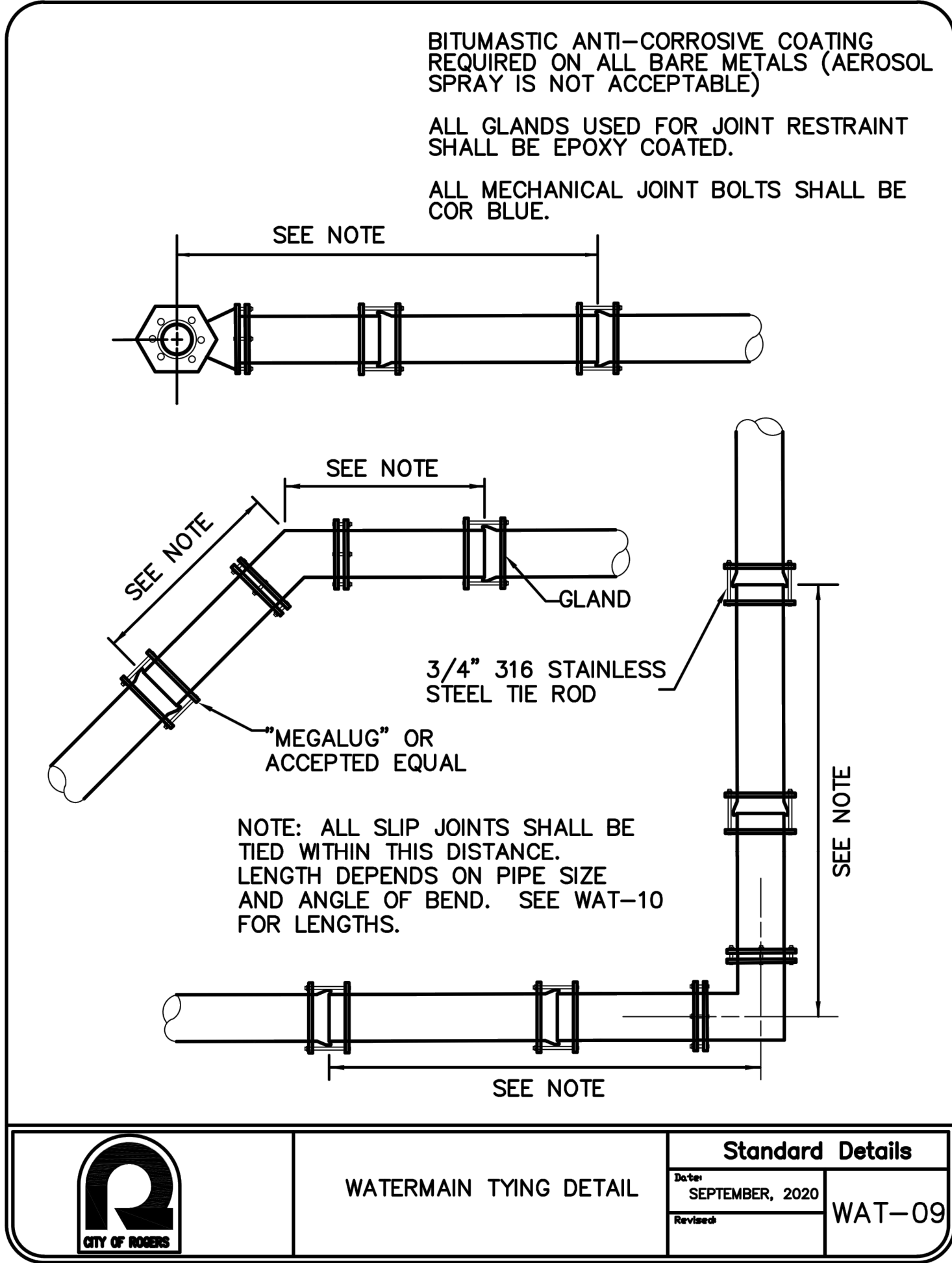
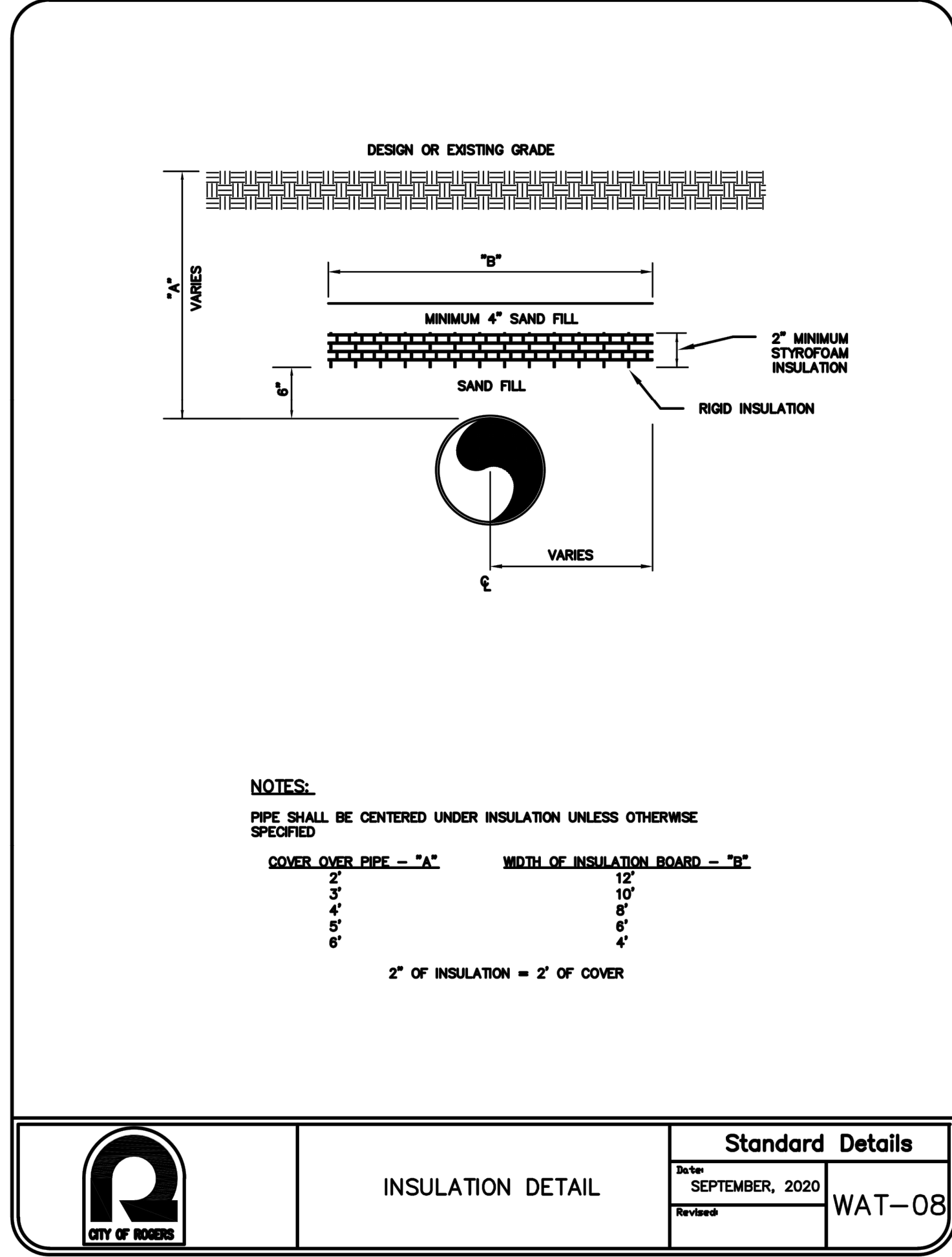
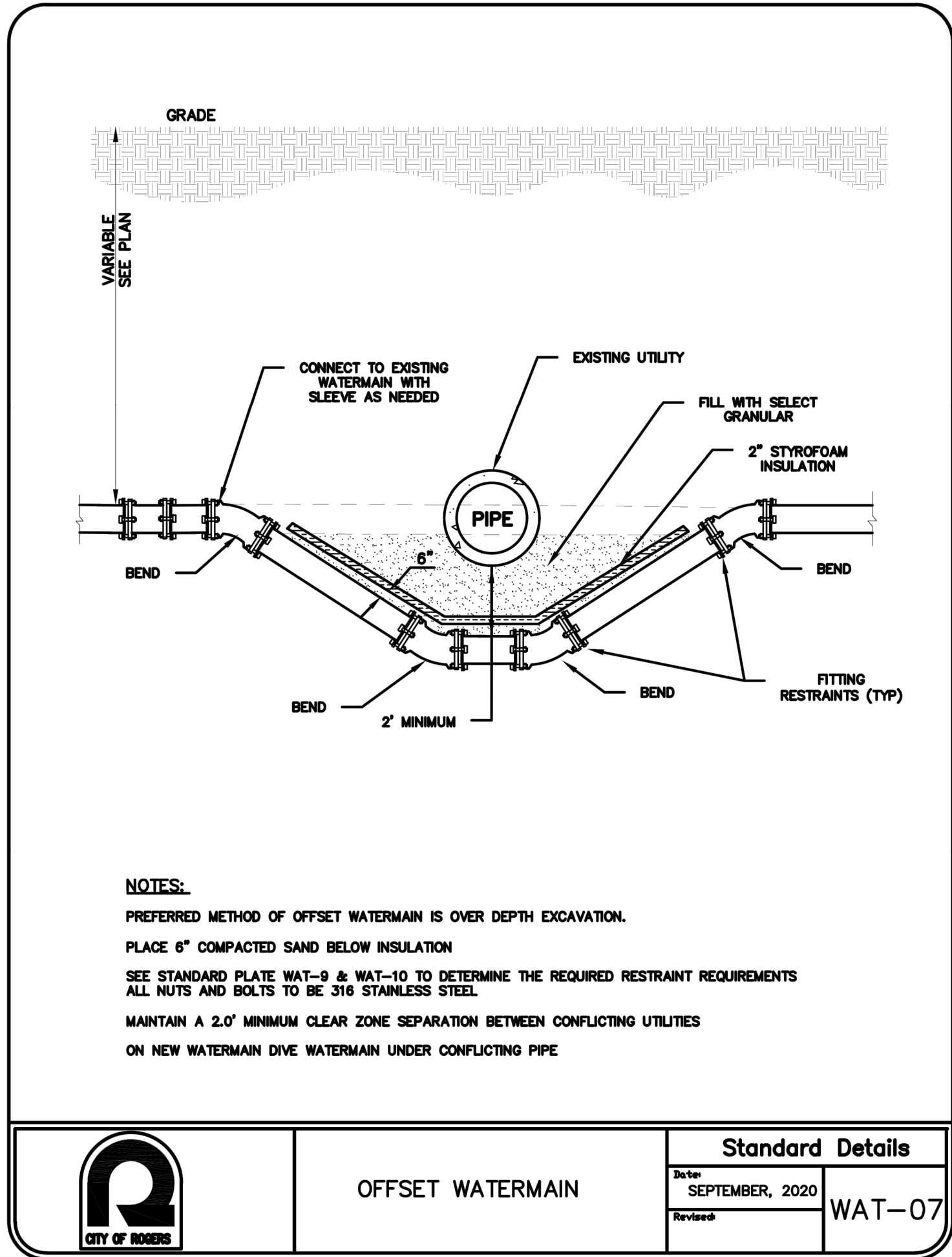
I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Print Name: JOSEPH D. BAILEY

Date: License #: 58645

PRELIMINARY 08/07/2024 DESIGN REVIEW	DRAWN BY TPK DESIGNED BY JDB CHECKED BY JDB PROJECT NO. 51493	 www.sambatek.com Engineering Surveying Planning Environmental
PERMIT SUBMITTAL		
CONSTRUCTION DOCUMENTS		

DETAILS		SHEET
CP WEST, LLC NORTHDALE BOULEVARD INDUSTRIAL PRELIMINARY DEVELOPMENT PLANS ROGERS, MINNESOTA		C9.01 20 OF 33 REV.



NO	DATE	BY	CKD	APPR	COMMENT
07/07/2024	TPK	JDB	JDB		SITE PLAN APPLICATION
11/14/2024	TPK	JDB	JDB		SITE PLAN RESUBMITTAL

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

Print Name: JOSEPH D. BAILEY

Date: License # 58645

PRELIMINARY
08/07/2024
DESIGN REVIEW

PERMIT SUBMITTAL

CONSTRUCTION DOCUMENTS

DRAWN BY
TPK

DESIGNED BY
JDB

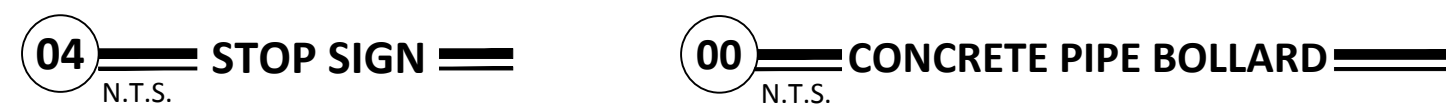
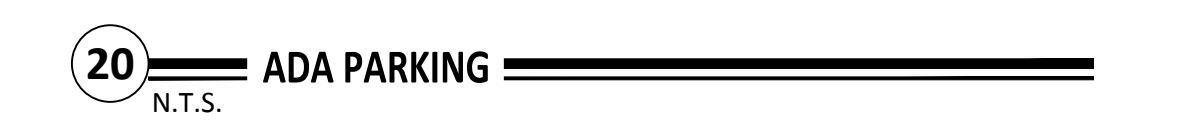
CHECKED BY
JDB

PROJECT NO.
51493

Sambatek
www.sambatek.com
Engineering | Surveying | Planning | Environmental

DETAILS
CP WEST, LLC
NORTHDALE BOULEVARD INDUSTRIAL
PRELIMINARY DEVELOPMENT PLANS
ROGERS, MINNESOTA

SHEET
C9.02
21 OF 33
REV.



SHEET
C9.03
22 OF 33
REV.



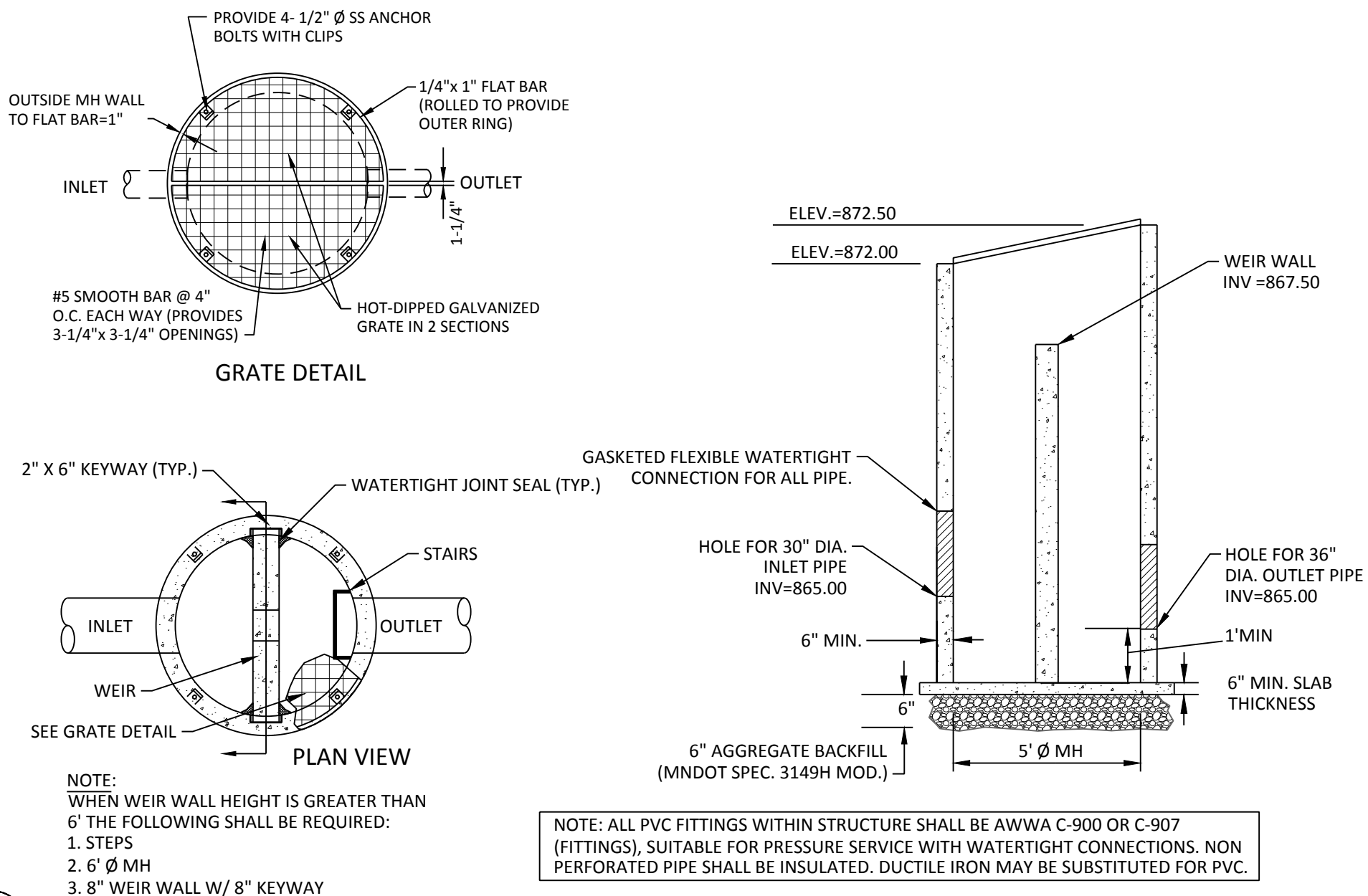
I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Print Name: JOSEPH D. BAILEY

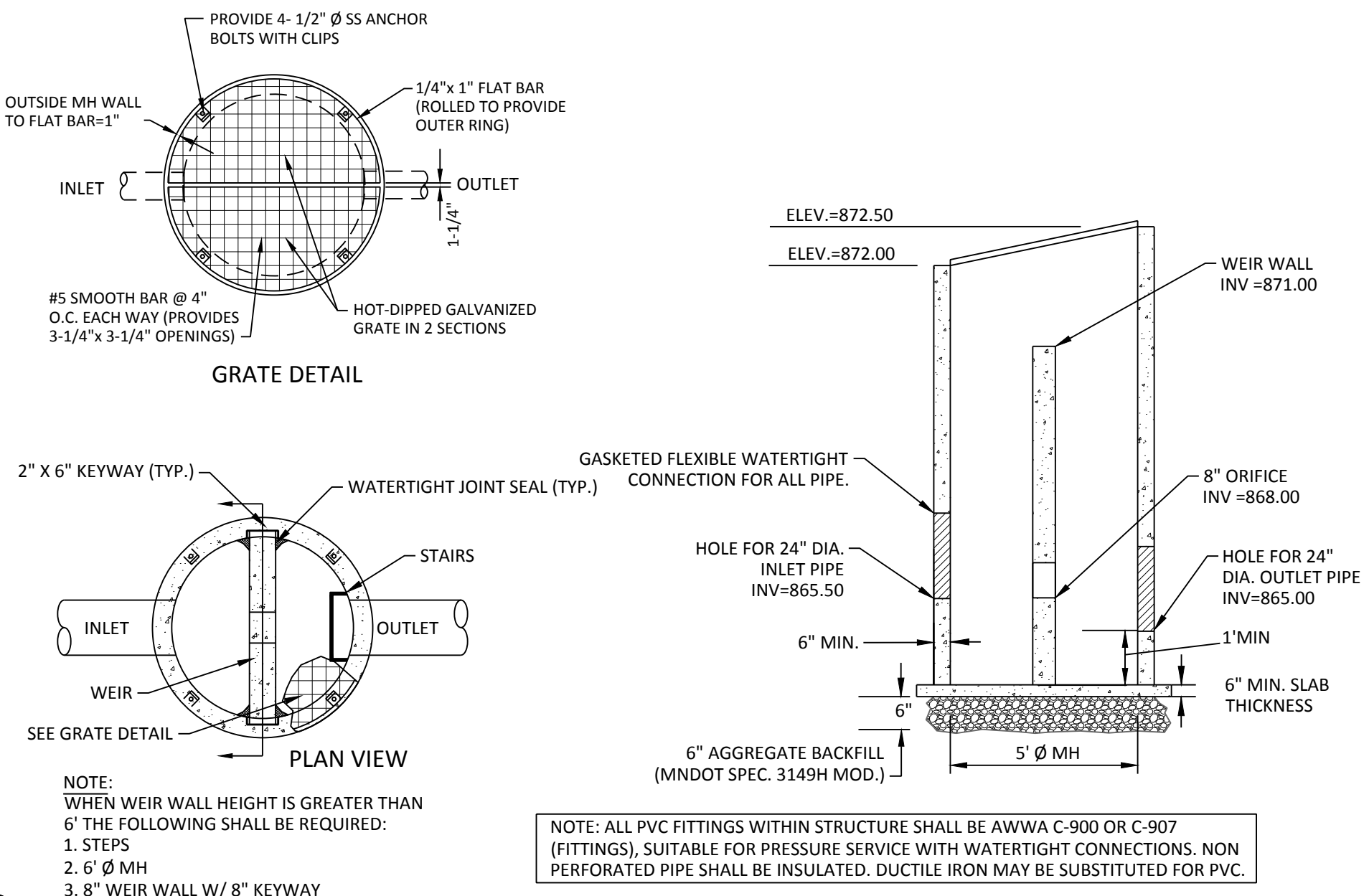
Date License # 58645

DRAWN BY TPK	 Sambatek www.sambatek.com Engineering Surveying Planning Environmental
DESIGNED BY JDB	
CHECKED BY JDB	
PROJECT NO. 51493	

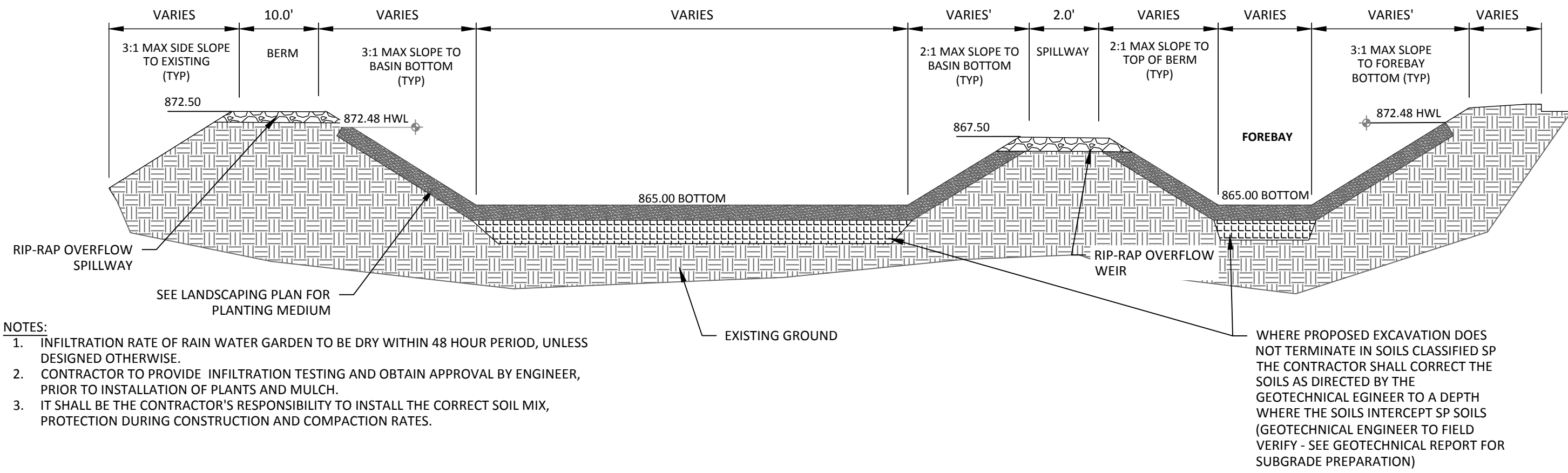
DETAILS CP WEST, LLC NORTHDALÉ BOULEVARD INDUSTRIAL PRELIMINARY DEVELOPMENT PLANS ROGERS, MINNESOTA	
--	--



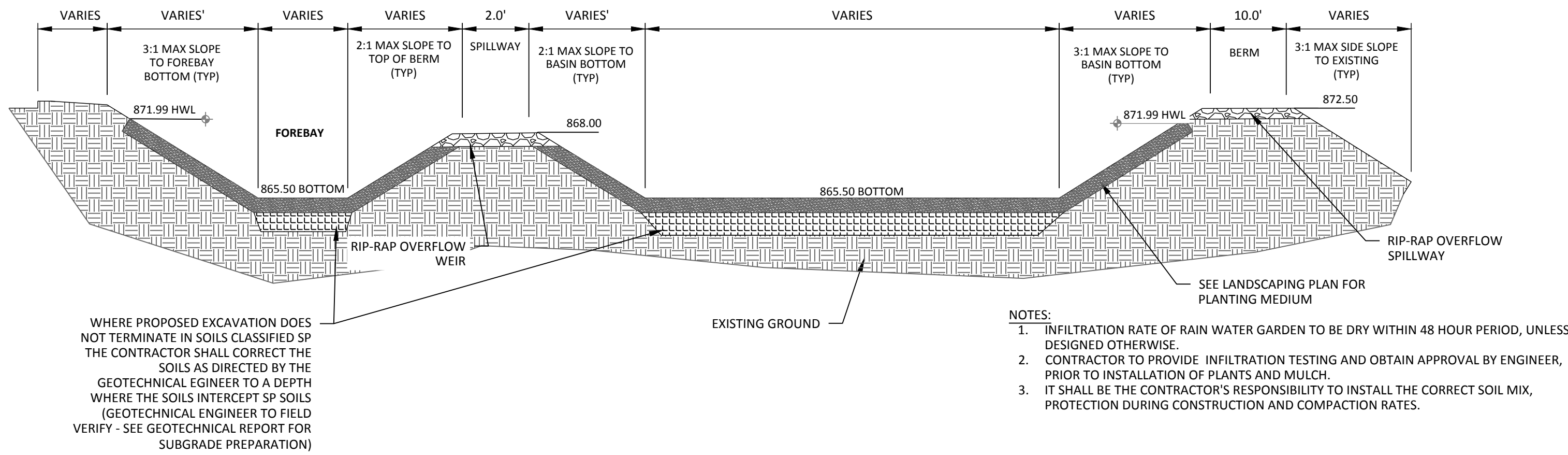
01 OCS 151 - BASIN OUTLET STRUCTURE WITH WEIR
N.T.S.



02 OCS 451 - BASIN OUTLET STRUCTURE WITH WEIR
N.T.S.



01 INFILTRATION POND 4P SECTION
NOT TO SCALE



01 INFILTRATION POND 3P SECTION
NOT TO SCALE

NO	DATE	BY	CKD	APPR	COMMENT
	07/07/2024	TPK	JDB	JDB	SITE PLAN APPLICATION
	11/14/2024	TPK	JDB	JDB	SITE PLAN RESUBMITTAL

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

Print Name: JOSEPH D. BAILEY

Date: License #: 58645

PRELIMINARY
08/07/2024
DESIGN REVIEW

PERMIT SUBMITTAL

CONSTRUCTION DOCUMENTS

DRAWN BY
TPK

DESIGNED BY
JDB

CHECKED BY
JDB

PROJECT NO.
51493



DETAILS

CP WEST, LLC
NORTHDALE BOULEVARD INDUSTRIAL
PRELIMINARY DEVELOPMENT PLANS
ROGERS, MINNESOTA

SHEET
C9.05
24 OF 33
REV.

NO	DATE	BY	CKD	APPR	COMMENT
	07/07/2024	TPK	JDB	JDB	SITE PLAN APPLICATION
	11/14/2024	TPK	JDB	JDB	SITE PLAN RESUBMITTAL

© 2021 Sambatek

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

Print Name: JOSEPH D. BAILEY

Date License # 58645

PRELIMINARY
08/07/2024
DESIGN REVIEW

PERMIT SUBMITTAL

CONSTRUCTION DOCUMENTS

DRAWN BY
TPK

DESIGNED BY
JDB

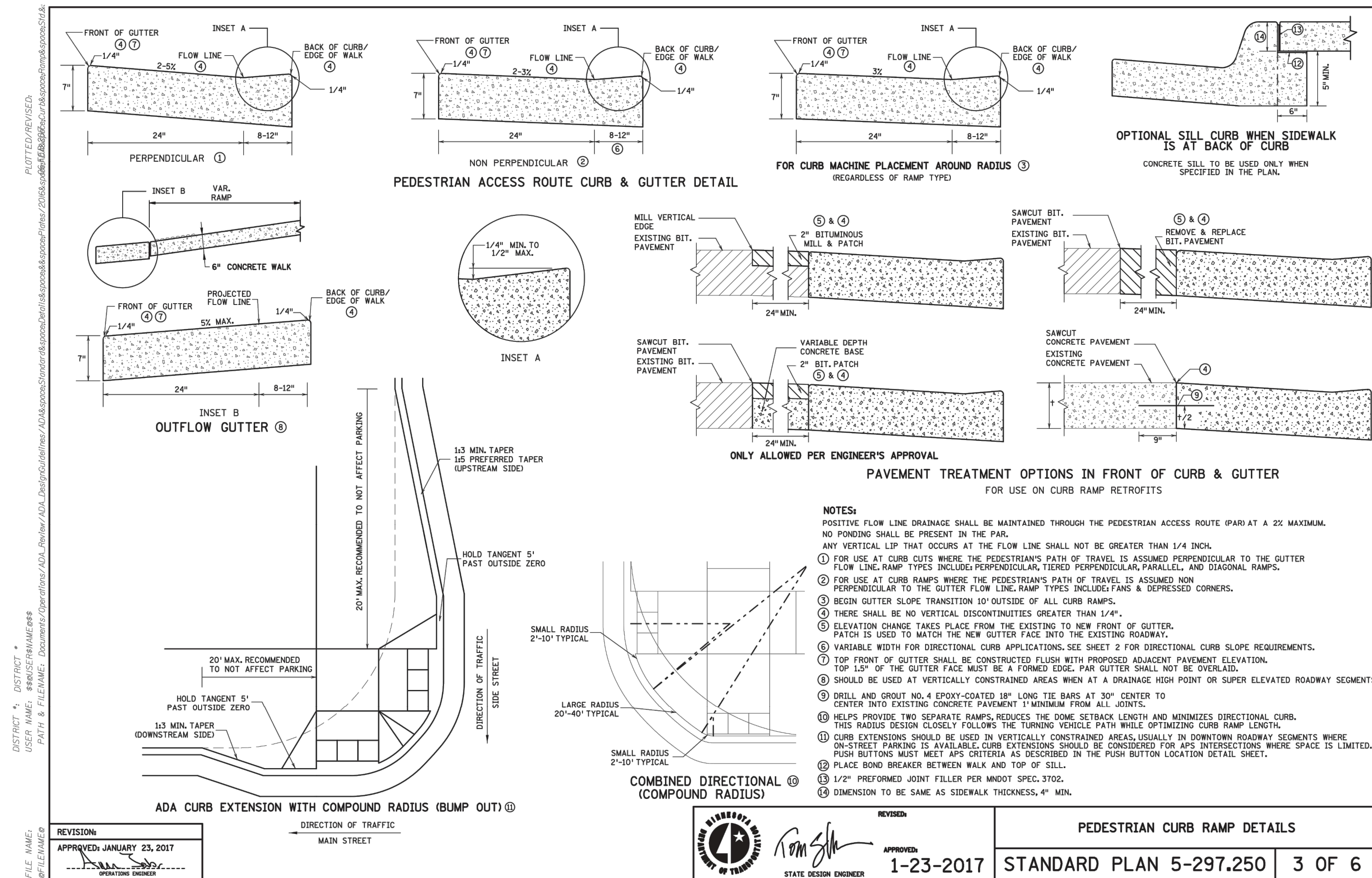
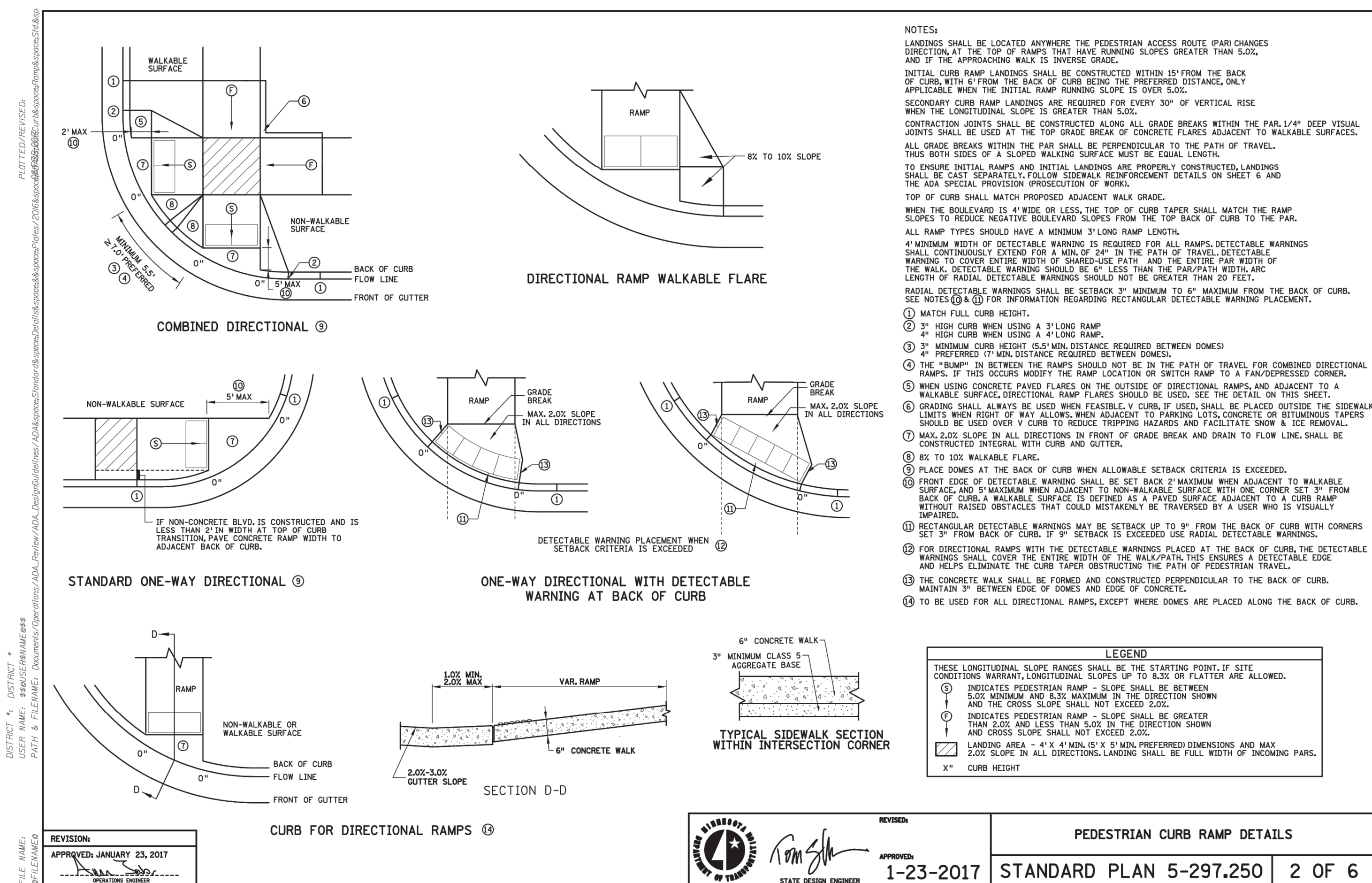
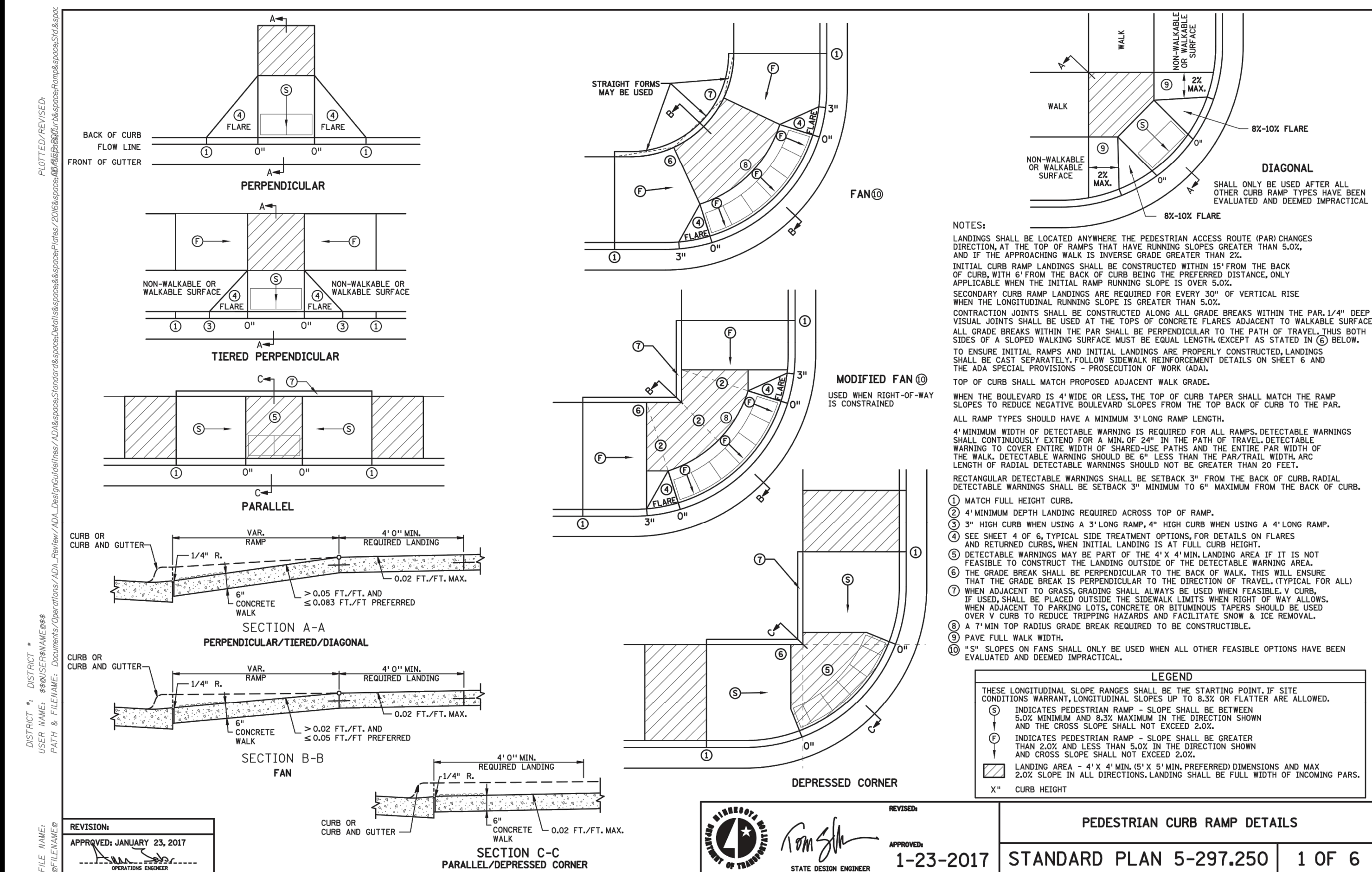
CHECKED BY
JDB

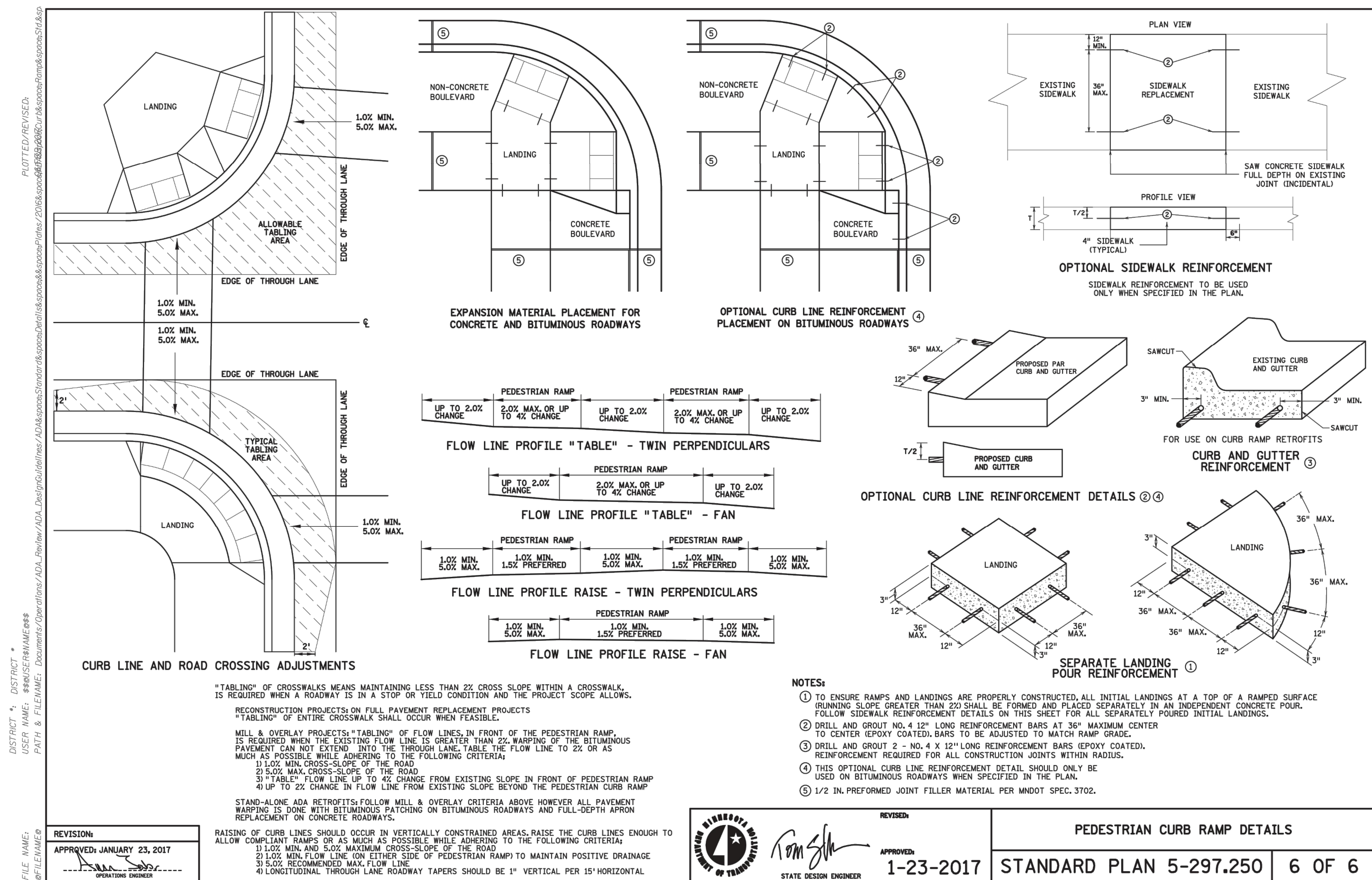
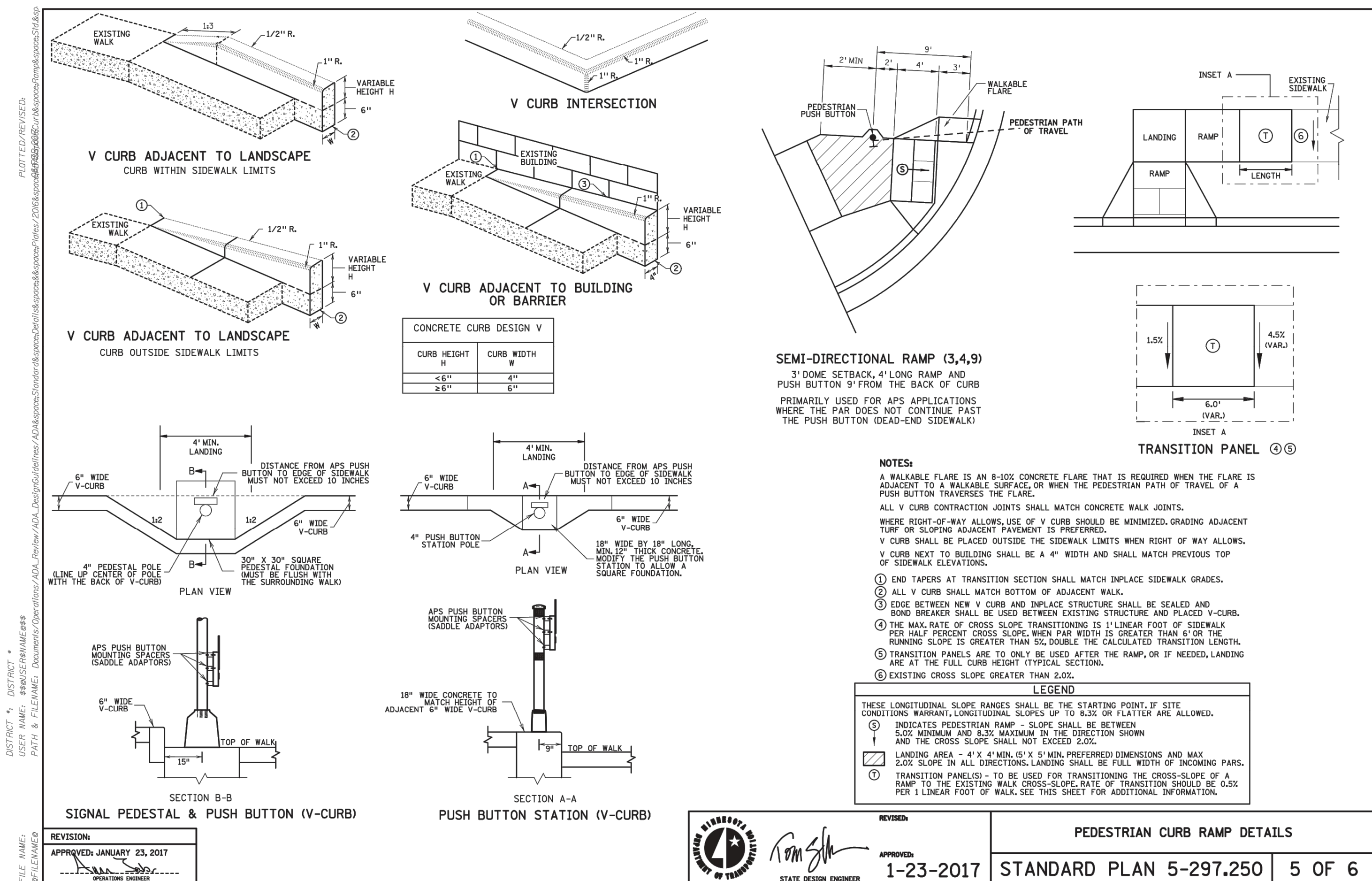
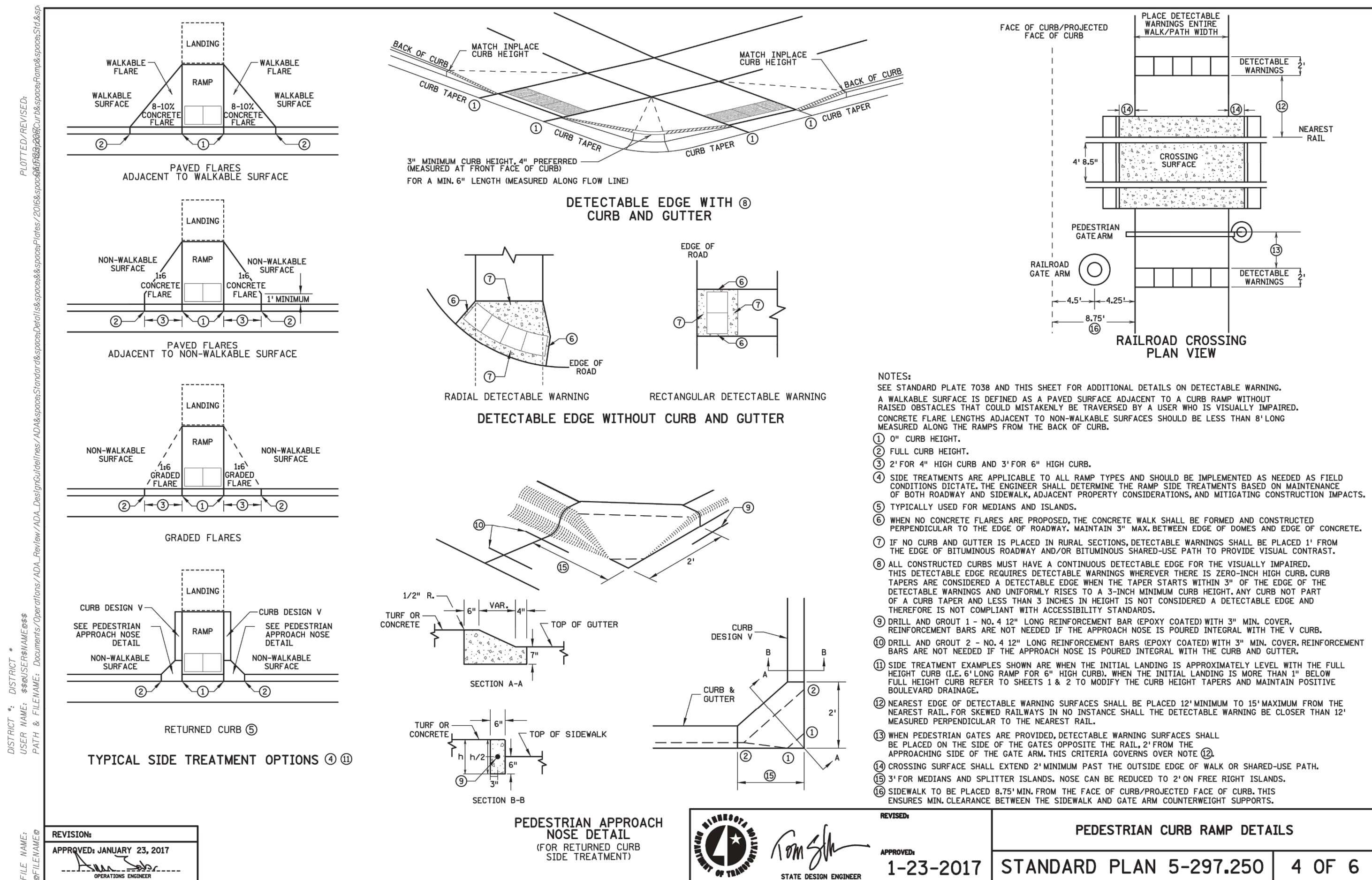
PROJECT NO.
51493



DETAILS
CP WEST, LLC
NORTHDALE BOULEVARD INDUSTRIAL
PRELIMINARY DEVELOPMENT PLANS
ROGERS, MINNESOTA

SHEET
C9.06
25 OF 33
REV.





NO	DATE	BY	CKD	APPR	COMMENT
	07/07/2024	TPK	JDB	JDB	SITE PLAN APPLICATION
	11/14/2024	TPK	JDB	JDB	SITE PLAN RESUBMITTAL

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

Print Name: JOSEPH D. BAILEY

Date _____ License # _____

PRELIMINARY
08/07/2024
DESIGN REVIEW
PERMIT SUBMITTAL
CONSTRUCTION DOCUMENTS

DRAWN BY
TPK

DESIGNED BY
JDB

CHECKED BY
JDB

PROJECT NO.
51493



DETAILS

CP WEST, LLC

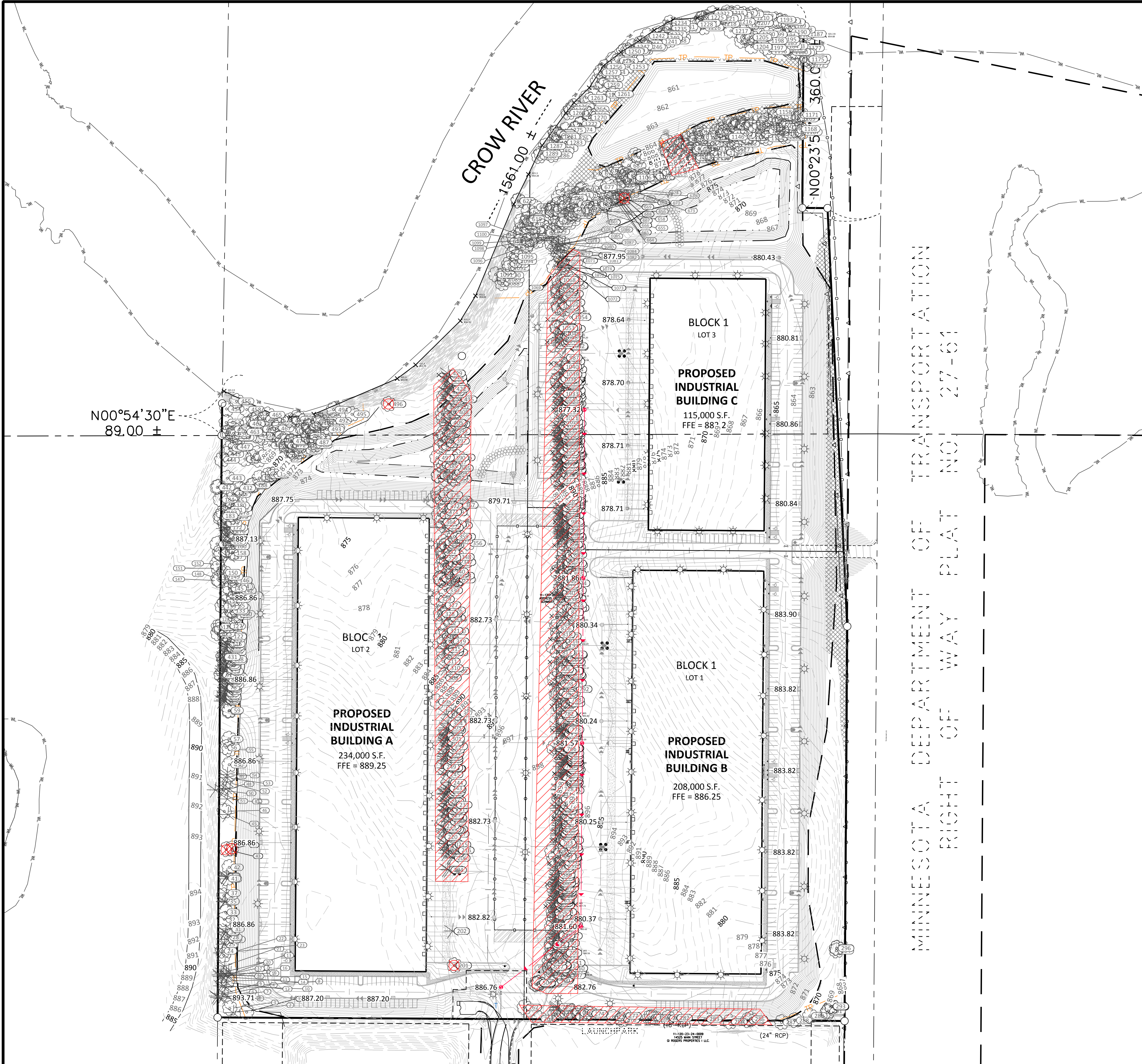
NORTHDALE BOULEVARD INDUSTRIAL

PRELIMINARY DEVELOPMENT PLANS

ROGERS, MINNESOTA

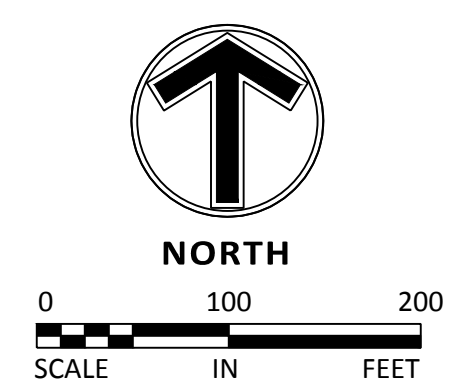
SHEET
C9.07
26 OF 33
REV.

24.15 (LWIS TECH) | EMILY CASTANAS, PE (MN) | 11/14/2024 3:56:39 PM
C:\PROJECTS\15493\CAD\15493-01-TREE.DWG: TREE PRESERVATION PLAN



LEGEND

	PROPOSED	EXISTING	
PROPERTY LIMIT			STANDARD DUTY ASPHALT PAVING
CURB & GUTTER			CONCRETE PAVING
EASEMENT			CONCRETE SIDEWALK
BUILDING			TREES TO BE REMOVED
RETAINING WALL			
WETLAND LIMITS			
TREELINE			
LANDSCAPE EDGING			
STORM SEWER			
SANITARY SEWER			
FORCEMAIN (SAN.)			
WATERMAIN			
YARDDRAIN			
LIMITS OF DISTURBANCE			
TREE PROTECTION FENCE			
TREE TO BE REMOVED			
SIGN			
PIPE BOLLARD			
RIPRAP			



NO	DATE	BY	CKD	APPR	COMMENT
	07/07/2024	TPK	JDB	JDB	SITE PLAN APPLICATION
	11/14/2024	TPK	JDB	JDB	SITE PLAN RESUBMITTAL

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

Print Name: JOHN R. WORKMAN

Date: _____ License #: 59119

PRELIMINARY
08/07/2024
DESIGN REVIEW

PERMIT SUBMITTAL

CONSTRUCTION DOCUMENTS

DRAWN BY

DESIGNED BY

CHECKED BY
JRW

PROJECT NO.
51493

Sambatek
www.sambatek.com
Engineering | Surveying | Planning | Environmental

TREE PRESERVATION PLAN

CP WEST, LLC
NORTHDALE BOULEVARD INDUSTRIAL
PRELIMINARY DEVELOPMENT PLANS
ROGERS, MINNESOTA

SHEET
L0.01
27 OF 33
REV.

24.15 (LMS TECH) | EMILY CASTANIAS, PE (MN) | 11/14/2024 3:56:39 PM
L:\PROJECTS\151493 CAD\SHEETS\151493-01-TREE DWG-TREE INVENTORY 1

A-Tag	DBH	B-Species	STATUS
1	6	Siberian Elm (Ulmus pumila)	REMOVE
2	35'	Red Pine (Pinus resinosa)	
3	6	American Elm (Ulmus americana)	
4	35'	Red Pine (Pinus resinosa)	
5	40'	Red Pine (Pinus resinosa)	
6	35'	Red Pine (Pinus resinosa)	
7	35'	Red Pine (Pinus resinosa)	
8	40'	Red Pine (Pinus resinosa)	
9	40'	Red Pine (Pinus resinosa)	
10	30'	Red Pine (Pinus resinosa)	
11	15	Siberian Elm (Ulmus pumila)	
12	35'	Red Pine (Pinus resinosa)	
13	35'	Red Pine (Pinus resinosa)	
14	35'	Red Pine (Pinus resinosa)	
15	35'	Red Pine (Pinus resinosa)	
16	35'	Red Pine (Pinus resinosa)	
17	40'	Red Pine (Pinus resinosa)	
18	25'	Red Pine (Pinus resinosa)	
19	35'	Red Pine (Pinus resinosa)	
20	35'	Red Pine (Pinus resinosa)	
21	20'	Red Pine (Pinus resinosa)	
22	11	Red Oak (Quercus rubra)	
23	25'	Red Pine (Pinus resinosa)	
24	6	Hackberry (Celtis occidentalis)	
25	15'	Red Pine (Pinus resinosa)	
26	25'	Red Pine (Pinus resinosa)	
27	35'	Red Pine (Pinus resinosa)	
28	9	Red Oak (Quercus rubra)	
29	35'	Red Pine (Pinus resinosa)	
30	35'	Red Pine (Pinus resinosa)	
31	12'	Red Cedar (Juniperus virginiana)	
32	10	Siberian Elm (Ulmus pumila)	
33	6	Hackberry (Celtis occidentalis)	
34	30'	Red Pine (Pinus resinosa)	
35	35'	Red Pine (Pinus resinosa)	
36	8	Siberian Elm (Ulmus pumila)	
37	30'	Red Pine (Pinus resinosa)	
38	25'	Red Pine (Pinus resinosa)	
39	30'	Red Pine (Pinus resinosa)	
40	35'	Red Pine (Pinus resinosa)	
41	13	American Elm (Ulmus americana)	
42	9	American Elm (Ulmus americana)	
43	12	Green Ash (Fraxinus pennsylvanica)	REMOVE
44	7	Hackberry (Celtis occidentalis)	REMOVE
45	35'	Red Pine (Pinus resinosa)	
46	9	American Elm (Ulmus americana)	
47	40'	Red Pine (Pinus resinosa)	
48	40'	Red Pine (Pinus resinosa)	
49	40'	Red Pine (Pinus resinosa)	
50	40'	Red Pine (Pinus resinosa)	
51	40'	Red Pine (Pinus resinosa)	
52	40'	Red Pine (Pinus resinosa)	
53	40'	Red Pine (Pinus resinosa)	
54	40'	Red Pine (Pinus resinosa)	
55	12	Siberian Elm (Ulmus pumila)	
56	6	Hackberry (Celtis occidentalis)	
57	7	Hackberry (Celtis occidentalis)	
58	6	Hackberry (Celtis occidentalis)	
59	7	Hackberry (Celtis occidentalis)	
60	40'	Red Pine (Pinus resinosa)	
61	40'	Red Pine (Pinus resinosa)	
62	15'	Red Pine (Pinus resinosa)	
63	40'	Red Pine (Pinus resinosa)	
64	40'	Red Pine (Pinus resinosa)	
65	40'	Red Pine (Pinus resinosa)	
66	35'	Red Pine (Pinus resinosa)	
67	35'	Red Pine (Pinus resinosa)	
68	40'	Red Pine (Pinus resinosa)	
69	40'	Red Pine (Pinus resinosa)	
70	20'	Red Pine (Pinus resinosa)	

71	40'	Red Pine (Pinus resinosa)	
72	40'	Red Pine (Pinus resinosa)	
73	40'	Red Pine (Pinus resinosa)	
74	40'	Red Pine (Pinus resinosa)	
75	25'	Red Pine (Pinus resinosa)	
76	40'	Red Pine (Pinus resinosa)	
77	6	American Elm (Ulmus americana)	
78	40'	Red Pine (Pinus resinosa)	
79	40'	Red Pine (Pinus resinosa)	
80	40'	Red Pine (Pinus resinosa)	
81	40'	Red Pine (Pinus resinosa)	
82	25'	Red Pine (Pinus resinosa)	
83	20'	Red Pine (Pinus resinosa)	
84	40'	Red Pine (Pinus resinosa)	
85	40'	Red Pine (Pinus resinosa)	
86	15'	Red Cedar (Juniperus virginiana)	
87	12	Box Elder (Acer negundo)	
88	40'	Red Pine (Pinus resinosa)	
89	30'	Red Pine (Pinus resinosa)	
90	40'	Red Pine (Pinus resinosa)	
91	14	American Elm (Ulmus americana)	
92	40'	Red Pine (Pinus resinosa)	
93	40'	Red Pine (Pinus resinosa)	
94	40'	Red Pine (Pinus resinosa)	
95	40'	Red Pine (Pinus resinosa)	
96	35'	Red Pine (Pinus resinosa)	
97	35'	Red Pine (Pinus resinosa)	
98	40'	Red Pine (Pinus resinosa)	
99	40'	Red Pine (Pinus resinosa)	
100	40'	Red Pine (Pinus resinosa)	
101	6	American Elm (Ulmus americana)	
102	40'	Red Pine (Pinus resinosa)	
103	6	American Elm (Ulmus americana)	
104	40'	Red Pine (Pinus resinosa)	
105	40'	Red Pine (Pinus resinosa)	
106	40'	Red Pine (Pinus resinosa)	
107	13	American Elm (Ulmus americana)	
108	35'	Red Pine (Pinus resinosa)	
109	10	American Elm (Ulmus americana)	
110	40'	Red Pine (Pinus resinosa)	
111	6	American Elm (Ulmus americana)	
112	40'	Red Pine (Pinus resinosa)	
113	35'	Red Pine (Pinus resinosa)	
114	6	American Elm (Ulmus americana)	
115	40'	Red Pine (Pinus resinosa)	
116	35'	Red Pine (Pinus resinosa)	
117	35'	Red Pine (Pinus resinosa)	
118	18	American Elm (Ulmus americana)	
119	6	American Elm (Ulmus americana)	
120	40'	Red Pine (Pinus resinosa)	
121	8	Box Elder (Acer negundo)	
122	6	Box Elder (Acer negundo)	
123	8	Box Elder (Acer negundo)	
124	7	Box Elder (Acer negundo)	
125	6	Box Elder (Acer negundo)	
126	6	Box Elder (Acer negundo)	
127	8	Box Elder (Acer negundo)	
128	8	American Elm (Ulmus americana)	
129	11	Box Elder (Acer negundo)	
130	6	Box Elder (Acer negundo)	
131	8	American Elm (Ulmus americana)	
132	6	Box Elder (Acer negundo)	
133	6	Box Elder (Acer negundo)	
134	40'	Red Pine (Pinus resinosa)	
135	40'	Red Pine (Pinus resinosa)	

136	6	American Elm (Ulmus americana)	REMOVE
137	6	American Elm (Ulmus americana)	
138	6	American Elm (Ulmus americana)	
139	19	Hackberry (Celtis occidentalis)	
140	7	American Elm (Ulmus americana)	
141	6	Box Elder (Acer negundo)	
142	6	Box Elder (Acer negundo)	
143	7	Box Elder (Acer negundo)	
144	6	Box Elder (Acer negundo)	
145	6	Hackberry (Celtis occidentalis)	
146	7	American Elm (Ulmus americana)	
147	7	Hackberry (Celtis occidentalis)	
148	6	Hackberry (Celtis occidentalis)	
149	7	Hackberry (Celtis occidentalis)	
150	25	Hackberry (Celtis occidentalis)	
151	7	Hackberry (Celtis occidentalis)	
152	7	Hackberry (Celtis occidentalis)	
153	14	Box Elder (Acer negundo)	
154	6	Hackberry (Celtis occidentalis)	
155	8	American Elm (Ulmus americana)	
156	14	American Elm (Ulmus americana)	
157	40'	Red Pine (Pinus resinosa)	
158	8	American Elm (Ulmus americana)	
159	40'	Red Pine (Pinus resinosa)	
160	8	Box Elder (Acer negundo)	
161	20	Box Elder (Acer negundo)	
162	40'	Red Pine (Pinus resinosa)	
163	40'	Red Pine (Pinus resinosa)	
164	40'	Red Pine (Pinus resinosa)	
165	6	American Elm (Ulmus americana)	
166	40'	Red Pine (Pinus resinosa)	
167	40'	Red Pine (Pinus resinosa)	
168	40'	Red Pine (Pinus resinosa)	
169	40'	Red Pine (Pinus resinosa)	
170	10	American Elm (Ulmus americana)	
171	7	Box Elder (Acer negundo)	
172	40'	Red Pine (Pinus resinosa)	
173	10	Box Elder (Acer negundo)	
174	6	Hackberry (Celtis occidentalis)	
175	12	Box Elder (Acer negundo)	
176	8	Box Elder (Acer negundo)	
177	12	Box Elder (Acer negundo)	
178	8	American Elm (Ulmus americana)	
179	12	American Elm (Ulmus americana)	
180	6	Box Elder (Acer negundo)	
181	27	Box Elder (Acer negundo)	
182	7	Hackberry (Celtis occidentalis)	
183	6	Hackberry (Celtis occidentalis)	
184	7	Box Elder (Acer negundo)	
185	10	Box Elder (Acer negundo)	
186	27	American Elm (Ulmus americana)	
187	7	Box Elder (Acer negundo)	
188	7	Box Elder (Acer negundo)	
189	16	Siberian Elm (Ulmus pumila)	
190	8	Siberian Elm (Ulmus pumila)	
191	9	Siberian Elm (Ulmus pumila)	
192	7	Siberian Elm (Ulmus pumila)	
193	13	Box Elder (Acer negundo)	
194	7	Hackberry (Celtis occidentalis)	
195	8	Box Elder (Acer negundo)	
196	8	Box Elder (Acer negundo)	
197	7	Hackberry (Celtis occidentalis)	
198	9	American Elm (Ulmus americana)	
199	14	American Elm (Ulmus americana)	

200	7	American Elm (Ulmus americana)	
201	6	Siberian Elm (Ulmus pumila)	REMOVE
202	20'	Red Pine (Pinus resinosa)	REMOVE
203	40'	Red Pine (Pinus resinosa)	REMOVE
204	40'	Red Pine (Pinus resinosa)	REMOVE
205	40'	Red Pine (Pinus resinosa)	REMOVE
206	40'	Red Pine (Pinus resinosa)	REMOVE
207	40'	Red Pine (Pinus resinosa)	REMOVE
208	25'	Red Pine (Pinus resinosa)	REMOVE
209	13	Siberian Elm (Ulmus pumila)	REMOVE
210	20'	Red Pine (Pinus resinosa)	REMOVE
211	35'	Red Pine (Pinus resinosa)	REMOVE
212	35'	Red Pine (Pinus resinosa)	REMOVE
213	35'	Red Pine (Pinus resinosa)	REMOVE
214	40'	Red Pine (Pinus resinosa)	REMOVE
215	40'	Red Pine (Pinus resinosa)	REMOVE
216	40'	Red Pine (Pinus resinosa)	REMOVE
217	11	Siberian Elm (Ulmus pumila)	REMOVE
218	6	Siberian Elm (Ulmus pumila)	REMOVE
219	40'	Red Pine (Pinus resinosa)	REMOVE
220	35'	Red Pine (Pinus resinosa)	REMOVE
221	35'	Red Pine (Pinus resinosa)	REMOVE
222	40'	Red Pine (Pinus resinosa)	REMOVE
223	25	Siberian Elm (Ulmus pumila)	REMOVE
224	40'	Red Pine (Pinus resinosa)	REMOVE
225	40'	Red Pine (Pinus resinosa)	REMOVE
226	35'	Red Pine (Pinus resinosa)	REMOVE
227	40'	Red Pine (Pinus resinosa)	REMOVE
228	35'	Red Pine (Pinus resinosa)	REMOVE
229	35'	Red Pine (Pinus resinosa)	REMOVE
230	35'	Red Pine (Pinus resinosa)	REMOVE
231	40'	Red Pine (Pinus resinosa)	REMOVE
232	25'	Red Pine (Pinus resinosa)	REMOVE
233	35'	Red Pine (Pinus resinosa)	REMOVE
234	20'	Red Pine (Pinus resinosa)	REMOVE
235	35'	Red Pine (Pinus resinosa)	REMOVE
236	35'	Red Pine (Pinus resinosa)	REMOVE
237	35'	Red Pine (Pinus resinosa)	REMOVE
238	40'	Red Pine (Pinus resinosa)	REMOVE
239	40'	Red Pine (Pinus resinosa)	REMOVE
240	40'	Red Pine (Pinus resinosa)	REMOVE
241	40'	Red Pine (Pinus resinosa)	REMOVE
242	15'	Red Pine (Pinus resinosa)	REMOVE
243	40'	Red Pine (Pinus resinosa)	REMOVE
244	40'	Red Pine (Pinus resinosa)	REMOVE
245	40'	Red Pine (Pinus resinosa)	REMOVE
246	35'	Red Pine (Pinus resinosa)	REMOVE
247	35'	Red Pine (Pinus resinosa)	REMOVE
248	35'	Red Pine (Pinus resinosa)	REMOVE
249	24	Siberian Elm (Ulmus pumila)	REMOVE
250	35'	Red Pine (Pinus resinosa)	REMOVE
251	35'	Red Pine (Pinus resinosa)	REMOVE
252	35'	Red Pine (Pinus resinosa)	REMOVE
253	35'	Red Pine (Pinus resinosa)	REMOVE
254	35'	Red Pine (Pinus resinosa)	REMOVE
255	35'	Red Pine (Pinus resinosa)	REMOVE
256	35'	Red Pine (Pinus resinosa)	REMOVE
257	30'	Red Pine (Pinus resinosa)	REMOVE
258	35'	Red Pine (Pinus resinosa)	REMOVE
259	35'	Red Pine (Pinus resinosa)	REMOVE
260	25'	Red Pine (Pinus resinosa)	REMOVE
261	30'	Red Pine (Pinus resinosa)	REMOVE
262	13	Siberian Elm (Ulmus pumila)	REMOVE
263	14	Siberian Elm (Ulmus pumila)	REMOVE
264	9	Box Elder (Acer negundo)	REMOVE
265	15	Box Elder (Acer negundo)	REMOVE
266	35'	Red Pine (Pinus resinosa)	REMOVE
267	35'	Red Pine (Pinus resinosa)	REMOVE
268	35'	Red Pine (Pinus resinosa)	REMOVE
269	30'	Red Pine (Pinus resinosa)	REMOVE
270	12	Box Elder (Acer negundo)	REMOVE
271	12	Box Elder (Acer negundo)	REMOVE
272	13	Box Elder (Acer negundo)	REMOVE
273	7	Box Elder (Acer negundo)	REMOVE
274	9	Box Elder (Acer negundo)	REMOVE

275	20	Box Elder (Acer negundo)	REMOVE
276	8	American Elm (Ulmus americana)	REMOVE
277	6	Siberian Elm (Ulmus pumila)	REMOVE
278	6	Box Elder (Acer negundo)	REMOVE
279	7	Box Elder (Acer negundo)	REMOVE
280	8	American Elm (Ulmus americana)	REMOVE
281	15	Siberian Elm (Ulmus pumila)	REMOVE
282	14	Siberian Elm (Ulmus pumila)	REMOVE
283	6	Siberian Elm (Ulmus pumila)	REMOVE
284	9	Siberian Elm (Ulmus pumila)	REMOVE
285	9	Box Elder (Acer negundo)	
286	15	Box Elder (Acer negundo)	REMOVE
287	11	American Elm (Ulmus americana)	
288	10	Box Elder (Acer negundo)	
289	10	Siberian Elm (Ulmus pumila)	
290	12	Siberian Elm (Ulmus pumila)	
291	12	Siberian Elm (Ulmus pumila)	
292	6	Siberian Elm (Ulmus pumila)	REMOVE
293	10	Siberian Elm (Ulmus pumila)	REMOVE
294	9	Siberian Elm (Ulmus pumila)	
295	10	Siberian Elm (Ulmus pumila)	
296	12	Siberian Elm (Ulmus pumila)	
297	20'	Red Cedar (Juniperous virginiana)	REMOVE
298	35'	Red Pine (Pinus resinosa)	REMOVE
299	35'	Red Pine (Pinus resinosa)	REMOVE
300	40'	Red Pine (Pinus resinosa)	REMOVE
301	7	Hackberry (Celtis occidentalis)	REMOVE
302	35'	Red Pine (Pinus resinosa)	REMOVE
303	40'	Red Pine (Pinus resinosa)	REMOVE
304	35'	Red Pine (Pinus resinosa)	REMOVE
305	40'	Red Pine (Pinus resinosa)	REMOVE
306	25'	Red Pine (Pinus resinosa)	REMOVE
307	7	Basswood (Tilia americana)	REMOVE
308	12	Box Elder (Acer negundo)	REMOVE
309	11	Box Elder (Acer negundo)	REMOVE
310	40'	Red Pine (Pinus resinosa)	REMOVE
311	7	Box Elder (Acer negundo)	REMOVE
312	22	Box Elder (Acer negundo)	REMOVE
313	40'	Red Pine (Pinus resinosa)	REMOVE
314	8	Box Elder (Acer negundo)	REMOVE
315	40'	Red Pine (Pinus resinosa)	REMOVE
316	8	Box Elder (Acer negundo)	REMOVE
317	8	Box Elder (Acer negundo)	REMOVE
318	6	Hackberry (Celtis occidentalis)	REMOVE
319	7	Green Ash (Fraxinus pennsylvanica)	REMOVE
320	11	Box Elder (Acer negundo)	REMOVE
321	17	Box Elder (Acer negundo)	REMOVE
322	6	Box Elder (Acer negundo)	REMOVE
323	6	Hackberry (Celtis occidentalis)	REMOVE
324	11	Hackberry (Celtis occidentalis)	REMOVE
325	6	American Elm (Ulmus americana)	REMOVE
326	6	Box Elder (Acer negundo)	REMOVE
327	6	American Elm (Ulmus americana)	REMOVE
328	10	American Elm (Ulmus americana)	REMOVE
329	13	Box Elder (Acer negundo)	REMOVE
330	14	Box Elder (Acer negundo)	REMOVE
331	10	Box Elder (Acer negundo)	REMOVE
332	11	Box Elder (Acer negundo)	REMOVE
333	12	Box Elder (Acer negundo)	REMOVE
334	11	Box Elder (Acer negundo)	REMOVE
335	6	Box Elder (Acer negundo)	REMOVE
336	9	Box Elder (Acer negundo)	REMOVE
337	8	Box Elder (Acer negundo)	REMOVE
338	6	Box Elder (Acer negundo)	REMOVE
339	6	Box Elder (Acer negundo)	REMOVE
340	8	Hackberry (Celtis occidentalis)	REMOVE
341	12	Box Elder (Acer negundo)	REMOVE
342	19	American Elm (Ulmus americana)	REMOVE

24.15 (LWS TECH) | EMILY CASTANIAS, PE (MN) | 11/14/2024 3:56:39 PM
C:\PROJECTS\515493\CAD\SHEETS\515493-10-01-TREE.DWG TREE INVENTORY 2

413	35'	Red Pine (Pinus resinosa)	REMOVE
414	10	Siberian Elm (Ulmus pumila)	REMOVE
415	7	American Elm (Ulmus americana)	REMOVE
416	40'	Red Pine (Pinus resinosa)	REMOVE
417	35'	Red Pine (Pinus resinosa)	REMOVE
418	35'	Red Pine (Pinus resinosa)	REMOVE
419	30'	Red Pine (Pinus resinosa)	REMOVE
420	40'	Red Pine (Pinus resinosa)	REMOVE
421	40'	Red Pine (Pinus resinosa)	REMOVE
422	40'	Red Pine (Pinus resinosa)	REMOVE
423	40'	Red Pine (Pinus resinosa)	REMOVE
424	40'	Red Pine (Pinus resinosa)	REMOVE
425	35'	Red Pine (Pinus resinosa)	REMOVE
426	30'	Red Pine (Pinus resinosa)	REMOVE
427	40'	Red Pine (Pinus resinosa)	REMOVE
428	40'	Red Pine (Pinus resinosa)	REMOVE
429	40'	Red Pine (Pinus resinosa)	REMOVE
430	6	American Elm (Ulmus americana)	
431	6	American Elm (Ulmus americana)	
432	15	American Elm (Ulmus americana)	
433	29	Box Elder (Acer negundo)	
434	6	Basswood (Tilia americana)	
435	16	Box Elder (Acer negundo)	
436	6	Hackberry (Celtis occidentalis)	
437	23	Box Elder (Acer negundo)	
438	12	American Elm (Ulmus americana)	
439	6	Hackberry (Celtis occidentalis)	
440	13	Hackberry (Celtis occidentalis)	
441	9	American Elm (Ulmus americana)	
442	17	Box Elder (Acer negundo)	
443	13	American Elm (Ulmus americana)	
444	12	Box Elder (Acer negundo)	
445	10	Box Elder (Acer negundo)	
446	14	Box Elder (Acer negundo)	
447	12	Box Elder (Acer negundo)	
448	11	Box Elder (Acer negundo)	
449	12	Basswood (Tilia americana)	
450	19	Hackberry (Celtis occidentalis)	
451	6	White Oak (Quescus alba)	
452	11	Hackberry (Celtis occidentalis)	
453	16	White Oak (Quescus alba)	
454	7	Box Elder (Acer negundo)	
455	6	Box Elder (Acer negundo)	
456	16	White Oak (Quescus alba)	
457	12	American Elm (Ulmus americana)	
458	7	Hackberry (Celtis occidentalis)	
459	20	White Oak (Quescus alba)	
460	7	Hackberry (Celtis occidentalis)	
461	12	White Oak (Quescus alba)	
462	7	Hackberry (Celtis occidentalis)	
463	6	Hackberry (Celtis occidentalis)	
464	7	Hackberry (Celtis occidentalis)	
465	16	American Elm (Ulmus americana)	
466	14	Box Elder (Acer negundo)	
467	20	Box Elder (Acer negundo)	
468	13	American Elm (Ulmus americana)	
469	6	Hackberry (Celtis occidentalis)	
470	22	Hackberry (Celtis occidentalis)	
471	18	Hackberry (Celtis occidentalis)	
472	17	White Oak (Quescus alba)	
473	13	Hackberry (Celtis occidentalis)	
474	9	Box Elder (Acer negundo)	
475	13	American Elm (Ulmus americana)	
476	13	Box Elder (Acer negundo)	
477	10	Hackberry (Celtis occidentalis)	
478	11	Hackberry (Celtis occidentalis)	
479	12	Hackberry (Celtis occidentalis)	
480	6	Hackberry (Celtis occidentalis)	

481	7	Hackberry (Celtis occidentalis)	
482	8	Box Elder (Acer negundo)	
483	11	Box Elder (Acer negundo)	
484	6	Box Elder (Acer negundo)	
485	8	Box Elder (Acer negundo)	
486	6	Box Elder (Acer negundo)	
487	8	Box Elder (Acer negundo)	
488	7	Box Elder (Acer negundo)	
489	8	Box Elder (Acer negundo)	
490	8	Box Elder (Acer negundo)	
491	9	Box Elder (Acer negundo)	
492	12	Box Elder (Acer negundo)	
493	8	Siberian Elm (Ulmus pumila)	
494	7	American Elm (Ulmus americana)	
495	7	Siberian Elm (Ulmus pumila)	
496	8	Green Ash (Fraxinus pennsylvanica)	REMOVE
497	6	American Elm (Ulmus americana)	REMOVE
498	12	Box Elder (Acer negundo)	REMOVE
499	13	American Elm (Ulmus americana)	REMOVE
500	13	American Elm (Ulmus americana)	REMOVE
501	6	Siberian Elm (Ulmus pumila)	REMOVE
502	6	Siberian Elm (Ulmus pumila)	REMOVE
503	6	Siberian Elm (Ulmus pumila)	REMOVE
504	6	Siberian Elm (Ulmus pumila)	REMOVE
505	6	Siberian Elm (Ulmus pumila)	REMOVE
506	13	American Elm (Ulmus americana)	REMOVE
507	8	Box Elder (Acer negundo)	REMOVE
508	22	American Elm (Ulmus americana)	REMOVE
509	8	Siberian Elm (Ulmus pumila)	REMOVE
510	6	Siberian Elm (Ulmus pumila)	REMOVE
511	6	American Elm (Ulmus americana)	REMOVE
512	10	American Elm (Ulmus americana)	REMOVE
513	7	Box Elder (Acer negundo)	REMOVE
514	9	Box Elder (Acer negundo)	REMOVE
515	6	American Elm (Ulmus americana)	REMOVE
516	18	American Elm (Ulmus americana)	REMOVE
517	13	Box Elder (Acer negundo)	REMOVE
518	10	Siberian Elm (Ulmus pumila)	REMOVE
519	7	American Elm (Ulmus americana)	REMOVE
520	17	Siberian Elm (Ulmus pumila)	REMOVE
521	6	American Elm (Ulmus americana)	REMOVE
522	13	American Elm (Ulmus americana)	REMOVE
523	28	Siberian Elm (Ulmus pumila)	REMOVE
524	40'	Red Pine (Pinus resinosa)	REMOVE
525	40'	Red Pine (Pinus resinosa)	REMOVE
526	40'	Red Pine (Pinus resinosa)	REMOVE
527	40'	Red Pine (Pinus resinosa)	REMOVE
528	40'	Red Pine (Pinus resinosa)	REMOVE
529	40'	Red Pine (Pinus resinosa)	REMOVE
530	7	American Elm (Ulmus americana)	REMOVE
531	10	Siberian Elm (Ulmus pumila)	REMOVE
532	13	Siberian Elm (Ulmus pumila)	REMOVE
533	8	Siberian Elm (Ulmus pumila)	REMOVE
534	40'	Red Pine (Pinus resinosa)	REMOVE
535	40'	Red Pine (Pinus resinosa)	REMOVE
536	20'	Red Pine (Pinus resinosa)	REMOVE
537	8	American Elm (Ulmus americana)	REMOVE
538	40'	Red Pine (Pinus resinosa)	REMOVE
539	20'	Red Pine (Pinus resinosa)	REMOVE
540	12	Siberian Elm (Ulmus pumila)	REMOVE
541	40'	Red Pine (Pinus resinosa)	REMOVE
542	13	Siberian Elm (Ulmus pumila)	REMOVE
543	7	Siberian Elm (Ulmus pumila)	REMOVE
544	40'	Red Pine (Pinus resinosa)	REMOVE

545	40'	Red Pine (Pinus resinosa)	REMOVE
546	40'	Red Pine (Pinus resinosa)	REMOVE
547	40'	Red Pine (Pinus resinosa)	REMOVE
548	6	Siberian Elm (Ulmus pumila)	REMOVE
549	11	Siberian Elm (Ulmus pumila)	REMOVE
550	11	Siberian Elm (Ulmus pumila)	REMOVE
551	30'	Red Pine (Pinus resinosa)	REMOVE
552	35'	Red Pine (Pinus resinosa)	REMOVE
553	35'	Red Pine (Pinus resinosa)	REMOVE
554	35'	Red Pine (Pinus resinosa)	REMOVE
555	7	Siberian Elm (Ulmus pumila)	REMOVE
556	7	Siberian Elm (Ulmus pumila)	REMOVE
557	25'	Red Pine (Pinus resinosa)	REMOVE
558	25'	Red Pine (Pinus resinosa)	REMOVE
559	40'	Red Pine (Pinus resinosa)	REMOVE
560	30	Siberian Elm (Ulmus pumila)	REMOVE
561	11	Siberian Elm (Ulmus pumila)	REMOVE
562	30'	Red Pine (Pinus resinosa)	REMOVE
563	35'	Red Pine (Pinus resinosa)	REMOVE
564	40'	Red Pine (Pinus resinosa)	REMOVE
565	40'	Red Pine (Pinus resinosa)	REMOVE
566	40'	Red Pine (Pinus resinosa)	REMOVE
567	35'	Red Pine (Pinus resinosa)	REMOVE
568	40'	Red Pine (Pinus resinosa)	REMOVE
569	40'	Red Pine (Pinus resinosa)	REMOVE
570	35'	Red Pine (Pinus resinosa)	REMOVE
571	40'	Red Pine (Pinus resinosa)	REMOVE
572	40'	Red Pine (Pinus resinosa)	REMOVE
573	40'	Red Pine (Pinus resinosa)	REMOVE
574	8	Siberian Elm (Ulmus pumila)	REMOVE
575	40'	Red Pine (Pinus resinosa)	REMOVE
576	6	Siberian Elm (Ulmus pumila)	REMOVE
577	6	Siberian Elm (Ulmus pumila)	REMOVE
578	7	Siberian Elm (Ulmus pumila)	REMOVE
579	6	Siberian Elm (Ulmus pumila)	REMOVE
580	40'	Red Pine (Pinus resinosa)	REMOVE
581	40'	Red Pine (Pinus resinosa)	REMOVE
582	40'	Red Pine (Pinus resinosa)	REMOVE
583	40'	Red Pine (Pinus resinosa)	REMOVE
584	40'	Red Pine (Pinus resinosa)	REMOVE
585	40'	Red Pine (Pinus resinosa)	
586	40'	Red Pine (Pinus resinosa)	
587	40'	Red Pine (Pinus resinosa)	
588	40'	Red Pine (Pinus resinosa)	
589	40'	Red Pine (Pinus resinosa)	
590	40'	Red Pine (Pinus resinosa)	
591	13	Siberian Elm (Ulmus pumila)	
592	20'	Red Pine (Pinus resinosa)	
593	25'	Red Pine (Pinus resinosa)	
594	15'	Red Pine (Pinus resinosa)	
595	15'	Red Pine (Pinus resinosa)	
596	20'	Red Pine (Pinus resinosa)	
597	40'	Red Pine (Pinus resinosa)	
598	14	Siberian Elm (Ulmus pumila)	REMOVE
599	8	Siberian Elm (Ulmus pumila)	
600	7	Siberian Elm (Ulmus pumila)	
601	6	Basswood (Tilia americana)	
602	9	Basswood (Tilia americana)	
603	11	Green Ash (Fraxinus pennsylvanica)	
604	9	White Oak (Quescus alba)	
605	6	Basswood (Tilia americana)	
606	15	Basswood (Tilia americana)	
607	21	Basswood (Tilia americana)	
608	6	White Oak (Quescus alba)	
609	6	Ironwood (Ostrya virginiana)	
610	8	Basswood (Tilia americana)	
611	6	White Oak (Quescus alba)	
612	6	White Oak (Quescus alba)	
613	6	Ironwood (Ostrya virginiana)	
614	6	Ironwood (Ostrya virginiana)	
615	6	Ironwood (Ostrya virginiana)	
616	12	Basswood (Tilia americana)	
617	6	Ironwood (Ostrya virginiana)	
618	6	Basswood (Tilia americana)	

619	6	Bitternut Hickory (Carya cordiformis)	
620	9	Basswood (Tilia americana)	
621	13	Basswood (Tilia americana)	
622	6	Ironwood (Ostrya virginiana)	
623	12	Basswood (Tilia americana)	
624	11	Red Oak (Quercus rubra)	
625	10	Green Ash (Fraxinus pennsylvanica)	
626	7	Green Ash (Fraxinus pennsylvanica)	
627	10	Basswood (Tilia americana)	
628	13	Green Ash (Fraxinus pennsylvanica)	
629	6	Hackberry (Celtis occidentalis)	
630	6	Hackberry (Celtis occidentalis)	
631	6	Box Elder (Acer negundo)	
632	14	Green Ash (Fraxinus pennsylvanica)	
633	10	Green Ash (Fraxinus pennsylvanica)	
634	7	Green Ash (Fraxinus pennsylvanica)	
635	10	Green Ash (Fraxinus pennsylvanica)	
636	13	Hackberry (Celtis occidentalis)	
637	10	American Elm (Ulmus americana)	
638	9	American Elm (Ulmus americana)	
639	19	American Elm (Ulmus americana)	
640	6	American Elm (Ulmus americana)	
641	13	Green Ash (Fraxinus pennsylvanica)	
642	13	Box Elder (Acer negundo)	
643	15	Box Elder (Acer negundo)	
644	13	Green Ash (Fraxinus pennsylvanica)	
645	7	American Elm (Ulmus americana)	
646	9	Box Elder (Acer negundo)	
647	13	Box Elder (Acer negundo)	
648	12	Green Ash (Fraxinus pennsylvanica)	
649	12	White Oak (Quescus alba)	
650	6	Basswood (Tilia americana)	
651	6	Green Ash (Fraxinus pennsylvanica)	
652	12	Green Ash (Fraxinus pennsylvanica)	
653	18	Hackberry (Celtis occidentalis)	
654	9	Box Elder (Acer negundo)	
655	6	Box Elder (Acer negundo)	
656	13	Hackberry (Celtis occidentalis)	
657	14	Green Ash (Fraxinus pennsylvanica)	
658	13	Box Elder (Acer negundo)	
659	9	Green Ash (Fraxinus pennsylvanica)	
660	11	American Elm (Ulmus americana)	
661	16	Green Ash (Fraxinus pennsylvanica)	REMOVE
662	7	Hackberry (Celtis occidentalis)	
663	9	Green Ash (Fraxinus pennsylvanica)	REMOVE
664	8	Green Ash (Fraxinus pennsylvanica)	
665	9	Green Ash (Fraxinus pennsylvanica)	REMOVE
666	14	Green Ash (Fraxinus pennsylvanica)	REMOVE
667	9	Green Ash (Fraxinus pennsylvanica)	REMOVE
668	6	American Elm (Ulmus americana)	REMOVE
669	7	Green Ash (Fraxinus pennsylvanica)	REMOVE
670	9	Green Ash (Fraxinus pennsylvanica)	
671	7	Green Ash (Fraxinus pennsylvanica)	

672	14	Hackberry (Celtis occidentalis)	
673	22	Green Ash (Fraxinus pennsylvanica)	REMOVE
674	6	Green Ash (Fraxinus pennsylvanica)	
675	9	Box Elder (Acer negundo)	
676	8	Box Elder (Acer negundo)	
677	11	Green Ash (Fraxinus pennsylvanica)	
678	12	Green Ash (Fraxinus pennsylvanica)	
679	9	Green Ash (Fraxinus pennsylvanica)	
680	6	Box Elder (Acer negundo)	
681	11	American Elm (Ulmus americana)	
682	6	American Elm (Ulmus americana)	
683	12	Green Ash (Fraxinus pennsylvanica)	
684	27	Green Ash (Fraxinus pennsylvanica)	
685	6	American Elm (Ulmus americana)	
686	11	Box Elder (Acer negundo)	
687	7	American Elm (Ulmus americana)	
688	8	American Elm (Ulmus americana)	
689	6	Green Ash (Fraxinus pennsylvanica)	
690	10	Green Ash (Fraxinus pennsylvanica)	
691	11	Hackberry (Celtis occidentalis)	
692	6	Box Elder (Acer negundo)	REMOVE
693	15	Green Ash (Fraxinus pennsylvanica)	REMOVE
694	6	Box Elder (Acer negundo)	REMOVE
695	12	Hackberry (Celtis occidentalis)	REMOVE
696	12	Hackberry (Celtis occidentalis)	REMOVE
697	10	Box Elder (Acer negundo)	
698	7	Hackberry (Celtis occidentalis)	
699	6	Hackberry (Celtis occidentalis)	
700	8	Hackberry (Celtis occidentalis)	REMOVE
701	6	Siberian Elm (Ulmus pumila)	
702	40'	Red Pine (Pinus resinosa)	
703	40'	Red Pine (Pinus resinosa)	
704	35'	Red Pine (Pinus resinosa)	
705	35'	Red Pine (Pinus resinosa)	
706	35'	Red Pine (Pinus resinosa)	
707	30'	Red Pine (Pinus resinosa)	
708	22	Siberian Elm (Ulmus pumila)	
709	15'	Red Pine (Pinus resinosa)	
710	40'	Red Pine (Pinus resinosa)	
711	15'	Red Pine (Pinus resinosa)	
712	40'	Red Pine (Pinus resinosa)	
713	40'	Red Pine (Pinus resinosa)	
714	12'	Red Pine (Pinus resinosa)	
715	40'	Red Pine (Pinus resinosa)	
716	12'	Red Pine (Pinus resinosa)	
717	12'	Red Pine (Pinus resinosa)	
718	15'	Red Pine (Pinus resinosa)	
719	40'	Red Pine (Pinus resinosa)	
720	40'	Red Pine (Pinus resinosa)	
721	40'	Red Pine (Pinus resinosa)	
722	35'	Red Pine (Pinus resinosa)	
723	20'	Red Pine (Pinus resinosa)	
724	40'	Red Pine (Pinus resinosa)	
725	11	Siberian Elm (Ulmus pumila)	
726	40'	Red Pine (Pinus resinosa)	
727	40'	Red Pine (Pinus resinosa)	
728	40'	Red Pine (Pinus resinosa)	
729	20'	Red Pine (Pinus resinosa)	
730	15'	Red Pine (Pinus resinosa)	
731	15'	Red Pine (Pinus resinosa)	
732	15'	Red Pine (Pinus resinosa)	
733	20'	Red Pine (Pinus resinosa)	
734	25'	Red Pine (Pinus resinosa)	
735	25'	Red Pine (Pinus resinosa)	
736	40'	Red Pine (Pinus resinosa)	

737	25'	Red Pine (Pinus resinosa)	
738	35'	Red Pine (Pinus resinosa)	
739	40'	Red Pine (Pinus resinosa)	
740	40'	Red Pine (Pinus resinosa)	
741	40'	Red Pine (Pinus resinosa)	
742	40'	Red Pine (Pinus resinosa)	
743	40'	Red Pine (Pinus resinosa)	
744	40'	Red Pine (Pinus resinosa)	
745	30'	Red Pine (Pinus resinosa)	
746	20'	Red Pine (Pinus resinosa)	
747	40'	Red Pine (Pinus resinosa)	
748	25'	Red Pine (Pinus resinosa)	
749	25'	Red Pine (Pinus resinosa)	
750	40'	Red Pine (Pinus resinosa)	
751	40'	Red Pine (Pinus resinosa)	
752	25'	Red Pine (Pinus resinosa)	
753	30'	Red Pine (Pinus resinosa)	
754	25'	Red Pine (Pinus resinosa)	
755	6	Siberian Elm (Ulmus pumila)	
756	40'	Red Pine (Pinus resinosa)	
757	40'	Red Pine (Pinus resinosa)	
758	35'	Red Pine (Pinus resinosa)	
759	40'	Red Pine (Pinus resinosa)	
760	35'	Red Pine (Pinus resinosa)	
761	35'	Red Pine (Pinus resinosa)	
762	7	Box Elder (Acer negundo)	
763	30'	Red Pine (Pinus resinosa)	
764	35'	Red Pine (Pinus resinosa)	
765	30'	Red Pine (Pinus resinosa)	
766	20'	Red Pine (Pinus resinosa)	
767	35'	Red Pine (Pinus resinosa)	
768	30'	Red Pine (Pinus resinosa)	
769	25'	Red Pine (Pinus resinosa)	
770	35'	Red Pine (Pinus resinosa)	
771	35'	Red Pine (Pinus resinosa)	
772	25'	Red Pine (Pinus resinosa)	
773	25'	Red Pine (Pinus resinosa)	
774	25'	Red Pine (Pinus resinosa)	
775	25'	Red Pine (Pinus resinosa)	
776	20'	Red Pine (Pinus resinosa)	
777	15'	Red Pine (Pinus resinosa)	
778	25'	Red Pine (Pinus resinosa)	
779	30'	Red Pine (Pinus resinosa)	
780	7	Box Elder (Acer negundo)	
781	25'	Red Pine (Pinus resinosa)	
782	30'	Red Pine (Pinus resinosa)	
783	7	Hackberry (Celtis occidentalis)	
784	6	Hackberry (Celtis occidentalis)	
785	20'	Red Pine (Pinus resinosa)	
786	6	American Elm (Ulmus americana)	
787	20'	Red Pine (Pinus resinosa)	
788	6	American Elm (Ulmus americana)	
789	12	Siberian Elm (Ulmus pumila)	
790	10	Box Elder (Acer negundo)	
791	8	Box Elder (Acer negundo)	
792	6	Siberian Elm (Ulmus pumila)	
793	35'	Red Pine (Pinus resinosa)	
794	30'	Red Pine (Pinus resinosa)	
795	35'	Red Pine (Pinus resinosa)	
796	35'	Red Pine (Pinus resinosa)	
797	7	Siberian Elm (Ulmus pumila)	
798	40'	Red Pine (Pinus resinosa)	
799	6	American Elm (Ulmus americana)	
800	40'	Red Pine (Pinus resinosa)	
801	40'	Red Pine (Pinus resinosa)	
802	25'	Red Pine (Pinus resinosa)	
803	35'	Red Pine (Pinus resinosa)	
804	20'	Red Pine (Pinus resinosa)	
805	6	American Elm (Ulmus americana)	
806	6	Hackberry (Celtis occidentalis)	
807	40'	Red Pine (Pinus resinosa)	

24.15 (LMS TECH) | EMILY CASTANIAS, PE (MN) | 11/14/2024 3:56:39 PM
C:\PROJECTS\151493\CAD\SHEETS\151493-10-01-TREE.DWG TREE INVENTORY 3

808	35'	Red Pine (Pinus resinosa)	
809	35'	Red Pine (Pinus resinosa)	
810	35'	Red Pine (Pinus resinosa)	
811	30'	Red Pine (Pinus resinosa)	
812	30'	Red Pine (Pinus resinosa)	
813	6	Box Elder (Acer negundo)	
814	7	Siberian Elm (Ulmus pumila)	
815	9	Siberian Elm (Ulmus pumila)	
816	8	Siberian Elm (Ulmus pumila)	
817	6	Siberian Elm (Ulmus pumila)	
818	6	Box Elder (Acer negundo)	
819	7	Siberian Elm (Ulmus pumila)	
820	20'	Red Pine (Pinus resinosa)	
821	40'	Red Pine (Pinus resinosa)	
822	30'	Red Pine (Pinus resinosa)	
823	30'	Red Pine (Pinus resinosa)	
824	6	Siberian Elm (Ulmus pumila)	
825	10	Siberian Elm (Ulmus pumila)	
826	35'	Red Pine (Pinus resinosa)	
827	25'	Red Pine (Pinus resinosa)	
828	30'	Red Pine (Pinus resinosa)	
829	25'	Red Pine (Pinus resinosa)	
830	20'	Red Pine (Pinus resinosa)	
831	30'	Red Pine (Pinus resinosa)	
832	35'	Red Pine (Pinus resinosa)	
833	7	Siberian Elm (Ulmus pumila)	
834	8	Siberian Elm (Ulmus pumila)	
835	7	Siberian Elm (Ulmus pumila)	REMOVE
836	40'	Red Pine (Pinus resinosa)	
837	20'	Red Pine (Pinus resinosa)	
838	25'	Red Pine (Pinus resinosa)	
839	23	Siberian Elm (Ulmus pumila)	
840	35'	Red Pine (Pinus resinosa)	
841	6	Siberian Elm (Ulmus pumila)	
842	8	Siberian Elm (Ulmus pumila)	REMOVE
843	30'	Red Pine (Pinus resinosa)	
844	35'	Red Pine (Pinus resinosa)	
845	35'	Red Pine (Pinus resinosa)	
846	35'	Red Pine (Pinus resinosa)	
847	40'	Red Pine (Pinus resinosa)	
848	40'	Red Pine (Pinus resinosa)	
849	40'	Red Pine (Pinus resinosa)	
850	40'	Red Pine (Pinus resinosa)	
851	35'	Red Pine (Pinus resinosa)	
852	6	Siberian Elm (Ulmus pumila)	
853	30'	Red Pine (Pinus resinosa)	
854	10	Siberian Elm (Ulmus pumila)	
855	8	Siberian Elm (Ulmus pumila)	
856	7	Siberian Elm (Ulmus pumila)	
857	8	Siberian Elm (Ulmus pumila)	
858	35'	Red Pine (Pinus resinosa)	
859	40'	Red Pine (Pinus resinosa)	
860	40'	Red Pine (Pinus resinosa)	
861	8	Siberian Elm (Ulmus pumila)	
862	35'	Red Pine (Pinus resinosa)	
863	30'	Red Pine (Pinus resinosa)	
864	30'	Red Pine (Pinus resinosa)	
865	8	American Elm (Ulmus americana)	
866	40'	Red Pine (Pinus resinosa)	
867	40'	Red Pine (Pinus resinosa)	
868	40'	Red Pine (Pinus resinosa)	
869	40'	Red Pine (Pinus resinosa)	
870	40'	Red Pine (Pinus resinosa)	
871	40'	Red Pine (Pinus resinosa)	
872	40'	Red Pine (Pinus resinosa)	
873	40'	Red Pine (Pinus resinosa)	
874	40'	Red Pine (Pinus resinosa)	
875	40'	Red Pine (Pinus resinosa)	
876	40'	Red Pine (Pinus resinosa)	
877	40'	Red Pine (Pinus resinosa)	
878	40'	Red Pine (Pinus resinosa)	
879	40'	Red Pine (Pinus resinosa)	
880	40'	Red Pine (Pinus resinosa)	
881	30'	Red Pine (Pinus resinosa)	
882	30'	Red Pine (Pinus resinosa)	
883	25'	Red Pine (Pinus resinosa)	
884	25'	Red Pine (Pinus resinosa)	

885	25'	Red Pine (Pinus resinosa)	
886	25'	Red Pine (Pinus resinosa)	
887	9	Siberian Elm (Ulmus pumila)	
888	15'	Red Pine (Pinus resinosa)	
890	15'	Red Pine (Pinus resinosa)	
891	15'	Red Pine (Pinus resinosa)	
892	6	Siberian Elm (Ulmus pumila)	
893	15'	Red Pine (Pinus resinosa)	
894	15'	Red Pine (Pinus resinosa)	
895	25'	Red Pine (Pinus resinosa)	
896	30'	Red Pine (Pinus resinosa)	
897	30'	Red Pine (Pinus resinosa)	
898	30'	Red Pine (Pinus resinosa)	
899	25'	Red Pine (Pinus resinosa)	
900	25'	Red Pine (Pinus resinosa)	
901	30'	Red Pine (Pinus resinosa)	
902	15'	Red Pine (Pinus resinosa)	
903	30'	Red Pine (Pinus resinosa)	
904	30'	Red Pine (Pinus resinosa)	
905	30'	Red Pine (Pinus resinosa)	
906	20'	Red Pine (Pinus resinosa)	
907	20'	Red Pine (Pinus resinosa)	
908	20'	Red Pine (Pinus resinosa)	
909	20'	Red Pine (Pinus resinosa)	
910	25'	Red Pine (Pinus resinosa)	
911	40'	Red Pine (Pinus resinosa)	
912	40'	Red Pine (Pinus resinosa)	
913	30'	Red Pine (Pinus resinosa)	
914	40'	Red Pine (Pinus resinosa)	
915	40'	Red Pine (Pinus resinosa)	
916	40'	Red Pine (Pinus resinosa)	
917	40'	Red Pine (Pinus resinosa)	
918	40'	Red Pine (Pinus resinosa)	
919	30'	Red Pine (Pinus resinosa)	
920	40'	Red Pine (Pinus resinosa)	
921	40'	Red Pine (Pinus resinosa)	
922	40'	Red Pine (Pinus resinosa)	
923	40'	Red Pine (Pinus resinosa)	
924	40'	Red Pine (Pinus resinosa)	
925	40'	Red Pine (Pinus resinosa)	
926	40'	Red Pine (Pinus resinosa)	
927	6	American Elm (Ulmus americana)	
928	40'	Red Pine (Pinus resinosa)	
929	40'	Red Pine (Pinus resinosa)	
930	40'	Red Pine (Pinus resinosa)	
931	40'	Red Pine (Pinus resinosa)	
932	40'	Red Pine (Pinus resinosa)	
933	40'	Red Pine (Pinus resinosa)	
934	40'	Red Pine (Pinus resinosa)	
935	40'	Red Pine (Pinus resinosa)	
936	40'	Red Pine (Pinus resinosa)	
937	40.8	Siberian Elm (Ulmus pumila)	
938	40'	Red Pine (Pinus resinosa)	
939	30'	Red Pine (Pinus resinosa)	
940	25'	Red Pine (Pinus resinosa)	
941	25'	Red Pine (Pinus resinosa)	
942	25'	Red Pine (Pinus resinosa)	
943	30'	Red Pine (Pinus resinosa)	
944	15'	Red Pine (Pinus resinosa)	
945	20'	Red Pine (Pinus resinosa)	
946	20'	Red Pine (Pinus resinosa)	
947	25'	Red Pine (Pinus resinosa)	
948	30'	Red Pine (Pinus resinosa)	
949	30'	Red Pine (Pinus resinosa)	
950	15'	Red Pine (Pinus resinosa)	
951	25'	Red Pine (Pinus resinosa)	
952	20'	Red Pine (Pinus resinosa)	
953	40'	Red Pine (Pinus resinosa)	
954	30'	Red Pine (Pinus resinosa)	
955	30'	Red Pine (Pinus resinosa)	
956	25'	Red Pine (Pinus resinosa)	
957	30'	Red Pine (Pinus resinosa)	
958	30'	Red Pine (Pinus resinosa)	
959	30'	Red Pine (Pinus resinosa)	
960	40'	Red Pine (Pinus resinosa)	
961	40'	Red Pine (Pinus resinosa)	
962	35'	Red Pine (Pinus resinosa)	

963	15'	Red Pine (Pinus resinosa)	
964	40'	Red Pine (Pinus resinosa)	
965	15'	Red Pine (Pinus resinosa)	
966	40'	Red Pine (Pinus resinosa)	
967	30'	Red Pine (Pinus resinosa)	
968	15'	Red Cedar (Juniperous virginiana)	
969	30'	Red Pine (Pinus resinosa)	
970	35'	Red Pine (Pinus resinosa)	
971	25'	Red Pine (Pinus resinosa)	
972	35'	Red Pine (Pinus resinosa)	
973	40'	Red Pine (Pinus resinosa)	
974	25'	Red Pine (Pinus resinosa)	
975	25'	Red Pine (Pinus resinosa)	
976	30'	Red Pine (Pinus resinosa)	
977	30'	Red Pine (Pinus resinosa)	
978	30'	Red Pine (Pinus resinosa)	
979	40'	Red Pine (Pinus resinosa)	
980	40'	Red Pine (Pinus resinosa)	
981	30'	Red Pine (Pinus resinosa)	
982	15'	Red Pine (Pinus resinosa)	
983	30'	Red Pine (Pinus resinosa)	
984	13	Siberian Elm (Ulmus pumila)	
985	25'	Red Pine (Pinus resinosa)	
986	15'	Red Pine (Pinus resinosa)	
987	25'	Red Pine (Pinus resinosa)	
988	30'	Red Pine (Pinus resinosa)	
989	40'	Red Pine (Pinus resinosa)	
990	40'	Red Pine (Pinus resinosa)	
991	40'	Red Pine (Pinus resinosa)	
992	40'	Red Pine (Pinus resinosa)	
993	30'	Red Pine (Pinus resinosa)	
994	20'	Red Pine (Pinus resinosa)	
995	20'	Red Pine (Pinus resinosa)	
996	7	Box Elder (Acer negundo)	
997	40'	Red Pine (Pinus resinosa)	
998	40'	Red Pine (Pinus resinosa)	
999	15'	Red Pine (Pinus resinosa)	
1000	30'	Red Pine (Pinus resinosa)	
1001	40'	Red Pine (Pinus resinosa)	
1002	40'	Red Pine (Pinus resinosa)	
1003	40'	Red Pine (Pinus resinosa)	
1004	30'	Red Pine (Pinus resinosa)	
1005	40'	Red Pine (Pinus resinosa)	
1006	40'	Red Pine (Pinus resinosa)	
1007	35'	Red Pine (Pinus resinosa)	
1008	35'	Red Pine (Pinus resinosa)	
1009	35'	Red Pine (Pinus resinosa)	
1010	30'	Red Pine (Pinus resinosa)	
1011	35'	Red Pine (Pinus resinosa)	
1012	35'	Red Pine (Pinus resinosa)	
1013	40'	Red Pine (Pinus resinosa)	
1014	40'	Red Pine (Pinus resinosa)	
1015	40'	Red Pine (Pinus resinosa)	
1016	40'	Red Pine (Pinus resinosa)	
1017	40'	Red Pine (Pinus resinosa)	
1018	30'	Red Pine (Pinus resinosa)	
1019	40'	Red Pine (Pinus resinosa)	
1020	40'	Red Pine (Pinus resinosa)	
1021	40'	Red Pine (Pinus resinosa)	
1022	40'	Red Pine (Pinus resinosa)	
1023	35'	Red Pine (Pinus resinosa)	
1024	40'	Red Pine (Pinus resinosa)	
1025	40'	Red Pine (Pinus resinosa)	
1026	40'	Red Pine (Pinus resinosa)	
1027	40'	Red Pine (Pinus resinosa)	
1028	40'	Red Pine (Pinus resinosa)	
1029	40'	Red Pine (Pinus resinosa)	
1030	30'	Red Pine (Pinus resinosa)	
1031	40'	Red Pine (Pinus resinosa)	
1032	25'	Red Pine (Pinus resinosa)	
1033	40'	Red Pine (Pinus resinosa)	
1034	40'	Red Pine (Pinus resinosa)	
1035	40'	Red Pine (Pinus resinosa)	
1036	8	Box Elder (Acer negundo)	
1037	12	Siberian Elm (Ulmus pumila)	
1038	40'	Red Pine (Pinus resinosa)	
1039	40'	Red Pine (Pinus resinosa)	

1040	40'	Red Pine (Pinus resinosa)	
1041	20'	Red Pine (Pinus resinosa)	
1042	20'	Red Pine (Pinus resinosa)	REMOVE
1043	6	Green Ash (Fraxinus pennsylvanica)	REMOVE
1044	7	Siberian Elm (Ulmus pumila)	REMOVE
1045	40'	Red Pine (Pinus resinosa)	REMOVE
1046	40'	Red Pine (Pinus resinosa)	REMOVE
1047	8	Box Elder (Acer negundo)	REMOVE
1048	40'	Red Pine (Pinus resinosa)	REMOVE
1049	8	Box Elder (Acer negundo)	REMOVE
1050	6	Basswood (Tilia americana)	REMOVE
1051	19	Box Elder (Acer negundo)	REMOVE
1052	23	Silver Maple (Acer saccharinum)	REMOVE
1053	8	Box Elder (Acer negundo)	REMOVE
1054	6	Silver Maple (Acer saccharinum)	REMOVE
1055	7	Box Elder (Acer negundo)	REMOVE
1056	8	Green Ash (Fraxinus pennsylvanica)	REMOVE
1057	6	Box Elder (Acer negundo)	REMOVE
1058	15	Box Elder (Acer negundo)	REMOVE
1059	40'	Red Pine (Pinus resinosa)	REMOVE
1060	10	Hackberry (Celtis occidentalis)	REMOVE
1061	10	Box Elder (Acer negundo)	REMOVE
1062	7	Box Elder (Acer negundo)	REMOVE
1063	7	Box Elder (Acer negundo)	REMOVE
1064	11	Green Ash (Fraxinus pennsylvanica)	REMOVE
1065	9	Box Elder (Acer negundo)	REMOVE
1066	7	Box Elder (Acer negundo)	REMOVE
1067	8	Hackberry (Celtis occidentalis)	REMOVE
1068	6	Green Ash (Fraxinus pennsylvanica)	REMOVE
1069	40'	Red Pine (Pinus resinosa)	REMOVE
1070	40'	Red Pine (Pinus resinosa)	REMOVE
1071	40'	Red Pine (Pinus resinosa)	REMOVE
1072	6	Box Elder (Acer negundo)	REMOVE
1073	40'	Red Pine (Pinus resinosa)	REMOVE
1074	6	Box Elder (Acer negundo)	REMOVE
1075	6	American Elm (Ulmus americana)	REMOVE
1076	35'	Red Pine (Pinus resinosa)	
1077	30'	Red Pine (Pinus resinosa)	
1078	7	American Elm (Ulmus americana)	
1079	40'	Red Pine (Pinus resinosa)	
1080	35'	Red Pine (Pinus resinosa)	
1081	12	Box Elder (Acer negundo)	
1082	30'	Red Pine (Pinus resinosa)	
1083	40'	Red Pine (Pinus resinosa)	
1084	30'	Red Pine (Pinus resinosa)	
1085	6	Green Ash (Fraxinus pennsylvanica)	
1086	40'	Red Pine (Pinus resinosa)	
1087	10	Basswood (Tilia americana)	
1088	6	Red Oak (Quercus rubra)	
1089	6	White Oak (Quescus alba)	
1090	6	White Oak (Quescus alba)	
1091	10	White Oak (Quescus alba)	
1092	6	White Oak (Quescus alba)	
1093	10	White Oak (Quescus alba)	
1094	8	Basswood (Tilia americana)	
1095	8	Basswood (Tilia americana)	
1096	13	Basswood (Tilia americana)	
1097	15	Red Oak (Quercus rubra)	
1098	9	Basswood (Tilia americana)	
1099	8	Basswood (Tilia americana)	
1100	7	Hackberry (Celtis occidentalis)	
1101	6	Hackberry (Celtis occidentalis)	REMOVE
1102	16	Green Ash (Fraxinus pennsylvanica)	
1103	9	Hackberry (Celtis occidentalis)	
1104	21	Green Ash (Fraxinus pennsylvanica)	
1105	13	Green Ash (Fraxinus pennsylvanica)	
1106	7	Green Ash (Fraxinus pennsylvanica)	
1107	13	Green Ash (Fraxinus pennsylvanica)	
1108	24	Box Elder (Acer negundo)	

1109	13	American Elm (Ulmus americana)	
1110	8	American Elm (Ulmus americana)	
1111	13	Green Ash (Fraxinus pennsylvanica)	REMOVE
1112	8	Hackberry (Celtis occidentalis)	REMOVE
1113	7	Hackberry (Celtis occidentalis)	
1114	6	Box Elder (Acer negundo)	
1115	13	Box Elder (Acer negundo)	
1116	7	Hackberry (Celtis occidentalis)	
1117	9	Box Elder (Acer negundo)	
1118	7	Hackberry (Celtis occidentalis)	
1119	6	Hackberry (Celtis occidentalis)	
1120	7	Hackberry (Celtis occidentalis)	
1121	12	American Elm (Ulmus americana)	
1122	7	Hackberry (Celtis occidentalis)	
1123	23	Green Ash (Fraxinus pennsylvanica)	
1124	7	Hackberry (Celtis occidentalis)	
1125	8	Box Elder (Acer negundo)	
1126	16	Hackberry (Celtis occidentalis)	
1127	7	Hackberry (Celtis occidentalis)	
1128	40	Red Oak (Quercus rubra)	
1129	6	Box Elder (Acer negundo)	
1130	9	American Elm (Ulmus americana)	
1131	6	Hackberry (Celtis occidentalis)	
1132	13	Box Elder (Acer negundo)	
1133	13	Box Elder (Acer negundo)	
1134	13	American Elm (Ulmus americana)	
1135	11	Hackberry (Celtis occidentalis)	
1136	7	Green Ash (Fraxinus pennsylvanica)	
1137	12	Silver Maple (Acer saccharinum)	
1138	6	Green Ash (Fraxinus pennsylvanica)	
1139	7	Basswood (Tilia americana)	
1140	6	Hackberry (Celtis occidentalis)	
1141	11	Box Elder (Acer negundo)	
1142	6	Hackberry (Celtis occidentalis)	
1143	8	Box Elder (Acer negundo)	
1144	7	Hackberry (Celtis occidentalis)	
1145	6	Hackberry (Celtis occidentalis)	
1146	8	Hackberry (Celtis occidentalis)	
1147	8	Box Elder (Acer negundo)	REMOVE
1148	11	Box Elder (Acer negundo)	
1149	9	American Elm (Ulmus americana)	
1150	17	Box Elder (Acer negundo)	
1151	8	American Elm (Ulmus americana)	
1152	9	American Elm (Ulmus americana)	
1153	7	Box Elder (Acer negundo)	
1154	8	Hackberry (Celtis occidentalis)	
1155	8	Box Elder (Acer negundo)	
1156	17	Box Elder (Acer negundo)	
1157	10	American Elm (Ulmus americana)	
1158	6	Silver Maple (Acer saccharinum)	
1159	13	Box Elder (Acer negundo)	
1160	12	American Elm (Ulmus americana)	
1161	7	Green Ash (Fraxinus pennsylvanica)	
1162	9	Hackberry (Celtis occidentalis)	
1163	9	Box Elder (Acer negundo)	
1164	8	American Elm (Ulmus americana)	
1165	14	Box Elder (Acer negundo)	
1166	15	Green Ash (Fraxinus pennsylvanica)	
1167	13	Box Elder (Acer negundo)	
1168	14	Box Elder (Acer negundo)	
1169	23	Box Elder (Acer negundo)	
1170	27	Silver Maple (Acer saccharinum)	
1171	6	American Elm (Ulmus americana)	
1172	6	Box Elder (Acer negundo)	

24.15 (LMS TECH) | EMILY CASTANIAS, PE (MN) | 11/14/2024 3:56:39 PM
C:\PROJECTS\51493\CAD\SHEETS\51493-L0.01-TREE.DWG: TREE INVENTORY 4

1236	32	Silver Maple (Acer saccharinum)	
1237	17	Hackberry (Celtis occidentalis)	
1238	13	American Elm (Ulmus americana)	
1239	33	Hackberry (Celtis occidentalis)	
1240	12	Hackberry (Celtis occidentalis)	
1241	13	Hackberry (Celtis occidentalis)	
1242	30	Silver Maple (Acer saccharinum)	
1243	17	Green Ash (Fraxinus pennsylvanica)	
1244	13	Hackberry (Celtis occidentalis)	
1245	8	Box Elder (Acer negundo)	
1246	7	Box Elder (Acer negundo)	
1247	22	Silver Maple (Acer saccharinum)	
1248	27	Silver Maple (Acer saccharinum)	
1249	25	Silver Maple (Acer saccharinum)	
1250	7	Green Ash (Fraxinus pennsylvanica)	
1251	42	Silver Maple (Acer saccharinum)	
1252	8	Hackberry (Celtis occidentalis)	
1253	15	Box Elder (Acer negundo)	
1254	7	Hackberry (Celtis occidentalis)	
1255	12	American Elm (Ulmus americana)	
1256	9	Hackberry (Celtis occidentalis)	
1257	14	Green Ash (Fraxinus pennsylvanica)	
1258	8	American Elm (Ulmus americana)	
1259	23	Basswood (Tilia americana)	
1260	12	Box Elder (Acer negundo)	
1261	8	Box Elder (Acer negundo)	
1262	10	Box Elder (Acer negundo)	
1263	8	Hackberry (Celtis occidentalis)	
1264	7	American Elm (Ulmus americana)	
1265	14	Silver Maple (Acer saccharinum)	
1266	14	Hackberry (Celtis occidentalis)	
1267	7	Hackberry (Celtis occidentalis)	
1268	9	Hackberry (Celtis occidentalis)	
1269	6	Box Elder (Acer negundo)	
1270	9	Box Elder (Acer negundo)	
1271	7	Silver Maple (Acer saccharinum)	
1272	8	Silver Maple (Acer saccharinum)	
1273	12	Silver Maple (Acer saccharinum)	
1274	35	Silver Maple (Acer saccharinum)	
1275	10	Box Elder (Acer negundo)	
1276	14	Silver Maple (Acer saccharinum)	
1277	10	Hackberry (Celtis occidentalis)	
1278	11	Hackberry (Celtis occidentalis)	
1279	10	Hackberry (Celtis occidentalis)	
1280	9	Green Ash (Fraxinus pennsylvanica)	
1281	10	Box Elder (Acer negundo)	
1282	7	Box Elder (Acer negundo)	
1283	7	American Elm (Ulmus americana)	
1284	10	Box Elder (Acer negundo)	
1285	10	Box Elder (Acer negundo)	
1286	7	Box Elder (Acer negundo)	
1287	12	Hackberry (Celtis occidentalis)	
1288	15	Green Ash (Fraxinus pennsylvanica)	
1289	10	Hackberry (Celtis occidentalis)	

NO	DATE	BY	CKD	APPR	COMMENT
	07/07/2024	TPK	JDB	JDB	SITE PLAN APPLICATION
	11/14/2024	TPK	JDB	JDB	SITE PLAN RESUBMITTAL

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

Print Name: JOHN R. WORKMAN

Date License # 59119

PRELIMINARY
08/07/2024
DESIGN REVIEW

PERMIT SUBMITTAL

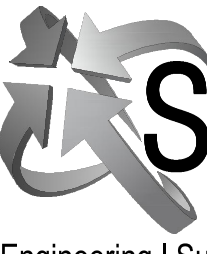
CONSTRUCTION DOCUMENTS

DRAWN BY

DESIGNED BY

CHECKED BY
JRW

PROJECT NO.
51493



Sambatek
www.sambatek.com
Engineering | Surveying | Planning | Environmental

TREE INVENTORY 4

CP WEST, LLC
NORTHDALÉ BOULEVARD INDUSTRIAL
PRELIMINARY DEVELOPMENT PLANS
ROGERS, MINNESOTA

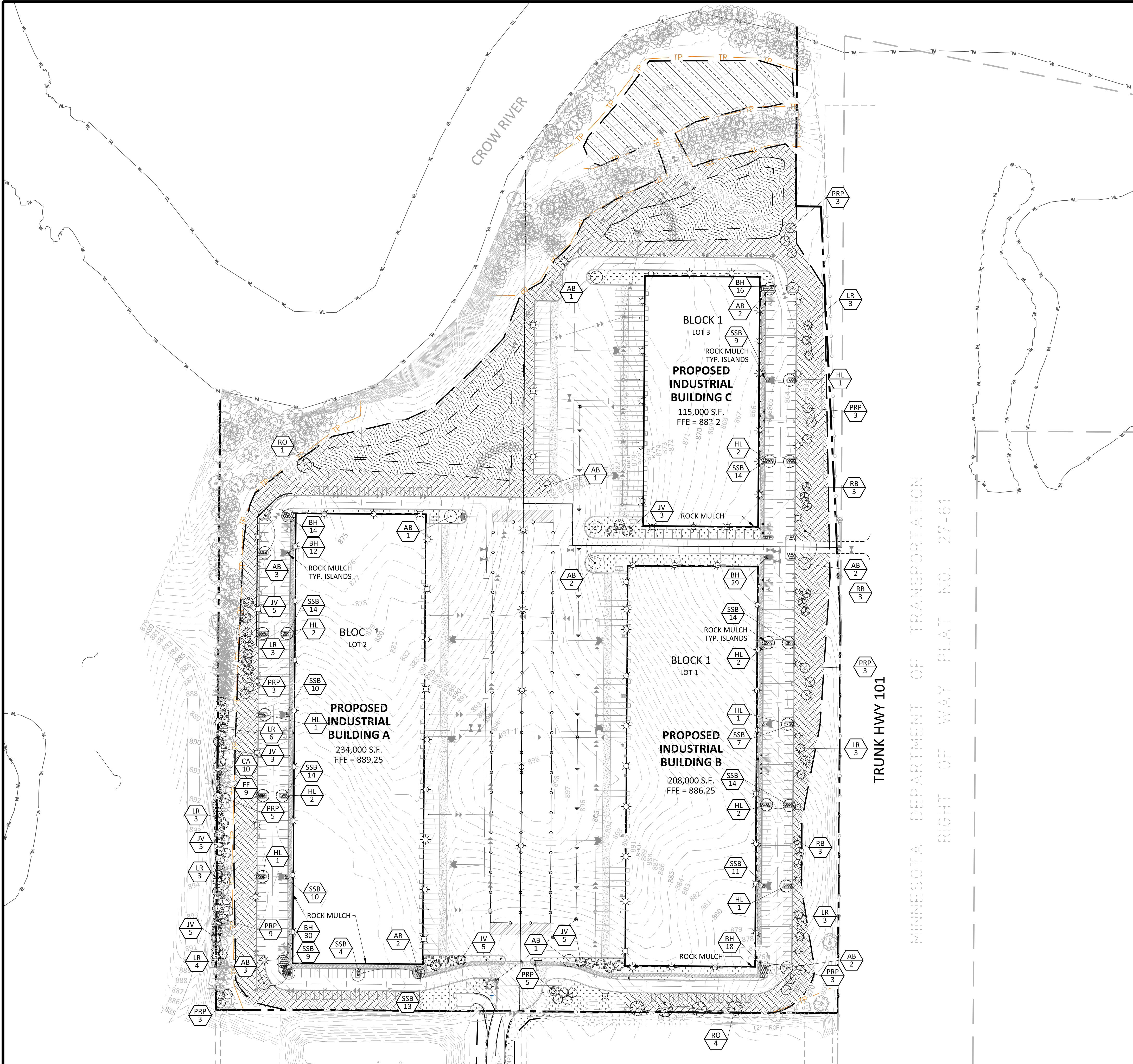
SHEET

L0.05

31 OF 33

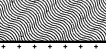
REV.

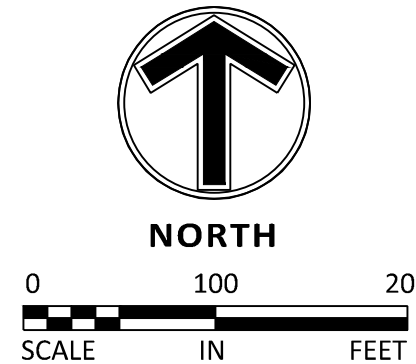
24.15 (LMS TECH) | SOPHIE GALLANDAT | 1/6/2025 10:38:22 AM
L:\PROJECTS\51493\CAD\SHEETS\51493-L1.01-LSCP.DWG\1.01 LANDSCAPE PLAN



LEGEND	
PROPOSED	EXISTING
PROPERTY LIMIT	STANDARD DUTY ASPHALT PAVING
CURB & GUTTER	CONCRETE PAVING
EASEMENT	CONCRETE SIDEWALK
BUILDING	
RETAINING WALL	
WETLAND LIMITS	
TREELINE	
LANDSCAPE EDING	
STORM SEWER	
SANITARY SEWER	
FORCEMAIN (SAN.)	
WATERMAIN	
YARDDRRAIN	
LIMITS OF DISTURBANCE	
TREE PROTECTION FENCE	
SIGN	
PIPE BOLLARD	
RIPRAP	

ROGERS LANDSCAPE CODE	
SITE DEVELOPMENT REGULATIONS	
(1) A 30-FOOT WIDE, IRRIGATED, LANDSCAPED AREA MUST BE INSTALLED ADJACENT TO ALL STREET RIGHTS-OF-WAY	
PARKING	
(1) FOR EVERY 17 PARKING SPOTS, A LANDSCAPED ISLAND SHALL BE PROVIDED, UNLESS LOT IS LESS THAN 2 ACRES. EACH REQUIRED LANDSCAPE ISLAND TO CONTAIN AT LEAST ONE TREE, AND IS REQUIRED TO BE A MIN OF 9X18', SHRUBS GRASSES AND OTHER PLANTS	
SCREENING	
(1) LOADING DOCKS AND TRUCK PARKING AREAS SHALL BE SCREENED FROM VIEW FROM ANY PUBLIC WAY BY A FENCE OR LANDSCAPE SCREEN	

PLANT SCHEDULE					
SYMBOL	CODE	BOTANICAL / COMMON NAME	CONT	SIZE	QTY
TREES					
	AB	Acer freemanii / Autumn Blaze / Autumn Blaze Maple	8 & 8	2.5" Cal	20
	RB	Betula nigra 'Cully' TM / Heritage Birch	8 & 8	2.5" Cal	9
	HL	Gleditsia triacanthos 'Skyline' / Skyline Honey Locust	8 & 8	2.5" Cal	15
	RO	Quercus rubra / Red Oak	8 & 8	2.5" Cal	5
CONIFERS					
	JV	Juniperus virginiana / Eastern Redcedar	8 & 8	6"	31
	LR	Larix laricina / Tamarack	8 & 8	6"	28
	PRP	Pinus resinosa / Red Pine	8 & 8	6"	37
SHRUBS					
	CA	Corylus americana / American Hazelnut	5 gal		10
	BH	Diervilla lonicera / Dwarf Bush Honeysuckle	5 gal		119
	FF	Forsythia x 'Fiesta' / Fiesta Forsythia	5 gal		9
	SSB	Spiraea sorbifolia / False Spirea	5 gal		143
SYMBOL	CODE	BOTANICAL / COMMON NAME	CONT		
GROUND COVERS					
	RT	MNDOT Seed Mix Residential Turfgrass / Formerly MNDOT Seed Mix 25-151	Seed		
	SB	MNDOT Seed Mix Southern Boulevard / Formerly MNDOT Seed Mix 25-131	Seed		
	STR	MNDOT Seed Mix Southern Tallgrass / Formerly MNDOT seed mix 35-221	Seed		
	WD	MNDOT Seed Mix Wet Ditch / Formerly MNDOT Seed Mix 33-261	Seed		
	TUR HIG	Turf Sod Highland Sod / Sod	Sod		



NO	DATE	BY	CKD	APPR	COMMENT
	07/07/2024	TPK	JDB	JDB	SITE PLAN APPLICATION
	11/14/2024	TPK	JDB	JDB	SITE PLAN RESUBMITTAL

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

Print Name: JOHN R. WORKMAN

Date: License #: 59119

PRELIMINARY
08/07/2024
DESIGN REVIEW

PERMIT SUBMITTAL

CONSTRUCTION DOCUMENTS

DRAWN BY

DESIGNED BY

CHECKED BY
JRW

PROJECT NO.
51493



LANDSCAPE PLAN

CP WEST, LLC
NORTHDALÉ BOULEVARD INDUSTRIAL
PRELIMINARY DEVELOPMENT PLANS
ROGERS, MINNESOTA

SHEET
L1.01
32 OF 33
REV.

NOTES

GENERAL NOTES:

- THE CONTRACTOR SHALL INSPECT THE SITE AND BECOME FAMILIAR WITH THE EXISTING CONDITIONS RELATING TO THE NATURE AND SCOPE OF THE WORK.
- THE CONTRACTOR SHALL VERIFY PLAN LAYOUT AND BRING TO THE ATTENTION OF THE LANDSCAPE ARCHITECT DISCREPANCIES WHICH MAY COMPROMISE THE DESIGN OR INTENT OF THE LAYOUT.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH ALL APPLICABLE CODES, REGULATIONS, AND PERMITS GOVERNING THE WORK.
- THE CONTRACTOR SHALL PROTECT EXISTING ROADS, CURBS/GUTTERS, TRAILS, TREES, LAWNS AND SITE ELEMENTS DURING CONSTRUCTION. DAMAGE TO SAME SHALL BE REPAIRED AND/OR REPLACED AT NO ADDITIONAL COST TO THE OWNER.
- LOCATE AND VERIFY ALL UTILITIES, INCLUDING IRRIGATION LINES, WITH THE OWNER FOR PROPRIETARY UTILITIES AND GOPHER STATE ONE CALL 48 HOURS BEFORE DIGGING. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ANY DAMAGES TO SAME. NOTIFY THE LANDSCAPE ARCHITECT OF ANY CONFLICTS TO FACILITATE PLANT RELOCATION.
- THE LANDSCAPE CONTRACTOR SHALL COORDINATE THE PHASES OF CONSTRUCTION AND PLANTING INSTALLATION WITH OTHER CONTRACTORS WORKING ON SITE.
- THE CONTRACTOR SHALL REVIEW THE SITE FOR DEFICIENCIES IN SITE CONDITIONS WHICH MIGHT NEGATIVELY AFFECT PLANT ESTABLISHMENT, SURVIVAL OR WARRANTY. UNDESIRABLE SITE CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO BEGINNING OF WORK.
- THE PLAN TAKES PRECEDENCE OVER THE LANDSCAPE LEGEND IF DISCREPANCIES EXIST. QUANTITIES SHOWN IN THE PLANTING SCHEDULE ARE FOR THE CONTRACTOR'S CONVENIENCE. CONTRACTOR TO VERIFY QUANTITIES SHOWN ON THE PLAN.
- THE SPECIFICATIONS TAKE PRECEDENCE OVER THE PLANTING NOTES AND GENERAL NOTES.
- EXISTING TREES AND SHRUBS TO REMAIN SHALL BE PROTECTED TO THE DRIP LINE FROM ALL CONSTRUCTION TRAFFIC, STORAGE OF MATERIALS ETC. WITH 4' HT. ORANGE PLASTIC SAFETY FENCING ADEQUATELY SUPPORTED BY STEEL POSTS 6' O.C. MAXIMUM SPACING.
- LONG-TERM STORAGE OF MATERIALS OR SUPPLIES ON-SITE WILL NOT BE ALLOWED.
- CONTRACTOR SHALL REQUEST IN WRITING, A FINAL ACCEPTANCE INSPECTION.

PLANTING NOTES:

- NO PLANTS SHALL BE INSTALLED UNTIL FINAL GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN THE IMMEDIATE AREA.
- A GRANULAR PRE-EMERGENT HERBICIDE SHALL BE APPLIED TO ALL PLANT BEDS AT THE MANUFACTURERS RECOMMENDED RATE PRIOR TO PLANT INSTALLATION.
- ALL PLANTING STOCK SHALL CONFORM TO THE "AMERICAN STANDARD FOR NURSERY STOCK," ANSI-Z60, LATEST EDITION, OF THE AMERICAN ASSOCIATION OF NURSEYMEN, INC. AND SHALL CONSTITUTE MINIMUM QUALITY REQUIREMENTS FOR PLANT MATERIALS.
- OVERSTORY TREES SHALL BEGIN BRANCHING NO LOWER THAN 6' ABOVE PAVED SURFACES.
- ALL PLANTS MUST BE HEALTHY, VIGOROUS MATERIAL, FREE OF PESTS AND DISEASE AND BE CONTAINER GROWN OR BALLED AND BURLAPPED AS INDICATED IN THE LANDSCAPE LEGEND. PLANT MATERIALS TO BE INSTALLED PER PLANTING DETAILS.
- ALL TREES MUST BE STRAIGHT TRUNKED AND FULL HEADED AND MEET ALL REQUIREMENTS SPECIFIED.
- THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REJECT ANY PLANTS WHICH ARE DEEMED UNSATISFACTORY BEFORE, DURING, OR AFTER INSTALLATION.
- NO SUBSTITUTIONS OF PLANT MATERIAL SHALL BE ACCEPTED UNLESS APPROVED IN WRITING BY THE LANDSCAPE ARCHITECT.
- ALL PLANT MATERIAL QUANTITIES, SHAPES OF BEDS AND LOCATIONS SHOWN ARE APPROXIMATE. CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLETE COVERAGE OF ALL PLANTING BEDS AT SPACING SHOWN AND ADJUSTED TO CONFORM TO THE EXACT CONDITIONS OF THE SITE. THE LANDSCAPE ARCHITECT SHALL APPROVE THE STAKING LOCATION OF ALL PLANT MATERIALS PRIOR TO INSTALLATION.
- ALL PLANTING AREAS MUST BE COMPLETELY MULCHED AS SPECIFIED.
- MULCH: DOUBLE SHREDDED HARDWOOD MULCH, CLEAN AND FREE OF NOXIOUS WEEDS OR OTHER DELETERIOUS MATERIAL. IN ALL MASS PLANTING BEDS AND FOR TREES, UNLESS INDICATED AS ROCK MULCH ON DRAWINGS. SUBMIT SAMPLE TO LANDSCAPE ARCHITECT PRIOR TO DELIVERY ON-SITE FOR APPROVAL. DELIVER MULCH ON DAY OF INSTALLATION. USE 3" FOR SHRUB BEDS, TREE RINGS, AND 3" FOR PERENNIAL/GROUND COVER BEDS, UNLESS OTHERWISE DIRECTED.
- BUILDING MAINTENANCE STRIP: WHERE NO LANDSCAPE PLANTING BEDS EXIST ADJACENT TO A BUILDING FOUNDATION, CONTRACTOR SHALL INSTALL A DECORATIVE ROCK MAINTENANCE STRIP PER PLAN. DECORATIVE ROCK SHALL BE 1.5" LIMESTONE, BUFF IN COLOR.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MULCHES AND PLANTING SOIL QUANTITIES TO COMPLETE THE WORK SHOWN ON THE PLAN.
- USE ANTI-DESICCANT (WILTPRUF OR APPROVED EQUAL) ON DECIDUOUS PLANTS MOVED IN LEAF AND FOR EVERGREENS MOVED ANYTIME. APPLY AS PER MANUFACTURER'S INSTRUCTION. ALL EVERGREENS SHALL BE SPRAYED IN THE LATE FALL FOR WINTER PROTECTION DURING WARRANTY PERIOD.
- WRAP ALL SMOOTH-BARKED DECIDUOUS TREES PLANTED IN THE FALL PRIOR TO DECEMBER 1 AND REMOVE WRAPPING AFTER MAY 1. TREE WRAPPING MATERIAL SHALL BE WHITE TWO-WALLED PLASTIC SHEETING APPLIED FROM TRUNK FLARE TO THE FIRST BRANCH.
- ALL DECIDUOUS, PINE, AND LARCH PLANTINGS SHALL RECEIVE RODENT PROTECTION PER MNDOT 2571.31.2
- PLANTING SOIL FOR TREES, SHRUBS AND GROUND COVERS: FERTILE FRIABLE LOAM CONTAINING A LIBERAL AMOUNT (4% MIN.) OF HUMUS AND CAPABLE OF SUSTAINING VIGOROUS PLANT GROWTH. IT SHALL COMPLY WITH MNDOT SPECIFICATION 3877 TYPE B SELECT TOPSOIL. MIXTURE SHALL BE FREE FROM HARDPACK SUBSOIL, STONES, CHEMICALS, NOXIOUS WEEDS, ETC. SOIL MIXTURE SHALL HAVE A PH BETWEEN 6.1 AND 7.5 AND 10-10 FERTILIZER AT THE RATE OF 3 POUNDS PER CUBIC YARD. IN PLANTING BEDS INCORPORATE THIS MIXTURE THROUGHOUT THE ENTIRE BED IN A 6" LAYER AND ROTO-TILLING IT INTO THE TOP 12" OF SOIL AT A 1:1 RATIO ANY PLANT STOCK NOT PLANTED ON DAY OF DELIVERY SHALL BE HELED IN AND WATERED UNTIL INSTALLATION. PLANTS NOT MAINTAINED IN THIS MANNER WILL BE REJECTED.
- CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY THAT EACH EXCAVATED TREE AND SHRUB PIT WILL PERCOLATE PRIOR TO INSTALLING PLANTING MEDIUM AND PLANTS. THE CONTRACTOR SHALL FILL THE BOTTOM OF SELECTED HOLES WITH SIX INCHES OF WATER AND CONFIRM THAT THIS WATER WILL PERCOLATE WITHIN A 24-HOUR PERIOD. IF THE SOIL AT A GIVEN AREA DOES NOT DRAIN PROPERLY, A PVC DRAIN OR GRAVEL SLUMP SHALL BE INSTALLED OR THE PLANTING SHALL BE RELOCATED IF DIRECTED BY THE LANDSCAPE ARCHITECT.
- ALL PLANTS SHALL BE GUARANTEED FOR ONE COMPLETE GROWING SEASONS (APRIL 1 -

- NOVEMBER 1), UNLESS OTHERWISE SPECIFIED. THE GUARANTEE SHALL COVER THE FULL COST OF REPLACEMENT INCLUDING LABOR AND PLANTS.
- CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT AT LEAST 3 DAYS PRIOR TO PLANNED DELIVERY. THE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT AT LEAST 24 HOURS IN ADVANCE OF BEGINNING PLANT INSTALLATION.
 - SEASONS/TIME OF PLANTING AND SEEDING: NOTE: THE CONTRACTOR MAY ELECT TO PLANT IN OFF-SEASONS ENTIRELY AT HIS/HER RISK.
 - POTTED PLANTS: 4/1 - 6/1; 9/21 - 11/1
 - DECIDUOUS /B&B: 4/1 - 6/1; 9/21 - 11/1
 - EVERGREEN POTTED PLANTS: 4/1 - 6/1; 9/21-11/1
 - EVERGREEN B&B: 4/1 - 5/1; 9/21 - 11/1
 - TURF/LAWN SEEDING: 4/1 - 6/1; 7/20 - 9/20
 - NATIVE MIX SEEDING: 4/15 - 7/20; 9/20-10/20
 - MAINTENANCE SHALL BEGIN IMMEDIATELY AFTER EACH PORTION OF THE WORK IS IN PLACE. PLANT MATERIAL SHALL BE PROTECTED AND MAINTAINED UNTIL THE INSTALLATION OF THE PLANTS IS COMPLETE, INSPECTION HAS BEEN MADE, AND PLANTINGS ARE ACCEPTED EXCLUSIVE OF THE GUARANTEE. MAINTENANCE SHALL INCLUDE WATERING, CULTIVATING, MULCHING, REMOVAL OF DEAD MATERIALS, RE-SETTING PLANTS TO PROPER GRADE AND KEEPING PLANTS IN A PLUMB POSITION. AFTER ACCEPTANCE, THE OWNER SHALL ASSUME MAINTENANCE RESPONSIBILITIES. HOWEVER, THE CONTRACTOR SHALL CONTINUE TO BE RESPONSIBLE FOR KEEPING THE TREES PLUMB THROUGHOUT THE GUARANTEE PERIOD
 - ANY PLANT MATERIAL WHICH DIES, TURNS BROWN, OR DEFOLIATES (PRIOR TO TOTAL ACCEPTANCE OF THE WORK) SHALL BE PROMPTLY REMOVED FROM THE SITE AND REPLACED WITH MATERIAL OF THE SAME SPECIES, QUANTITY, AND SIZE AND MEETING ALL LANDSCAPE LEGEND SPECIFICATIONS.
 - WATERING: MAINTAIN A WATERING SCHEDULE WHICH WILL THOROUGHLY WATER ALL PLANTS ONCE A WEEK. IN EXTREMELY HOT, DRY WEATHER, WATER MORE OFTEN AS REQUIRED BY INDICATIONS OF HEAT STRESS SUCH AS WILTING LEAVES. CHECK MOISTURE UNDER MULCH PRIOR TO WATERING TO DETERMINE NEED. CONTRACTOR SHALL MAKE THE NECESSARY ARRANGEMENTS FOR WATER.

TURF NOTES:

TURF ESTABLISHMENT SHALL BE ACCOMPLISHED IN ACCORDANCE WITH THE PROVISIONS OF THE MNDOT 2105 AND 2675 EXCEPT AS MODIFIED BELOW.

- ALL AREAS TO RECEIVE SOD SHALL ALSO RECEIVE 6" OF TOPSOIL PRIOR TO INSTALLING SOD. TOPSOIL SHALL BE FREE OF TREE ROOTS, STUMPS, BUILDING MATERIAL, AND TRASH, AND SHALL BE FREE OF STONES LARGER THAN 1" INCHES IN ANY DIMENSION.
- WHERE SOD ABUTS PAVED SURFACES, FINISHED GRADE OF SOD/SEED SHALL BE HELD 1" BELOW SURFACE ELEVATION OF TRAIL, SLAB, CURB, ETC.
- SOD SHALL BE LAID PARALLEL TO THE CONTOURS AND SHALL HAVE STAGGERED JOINTS. ON SLOPES STEEPER THAN 3:1 OR IN DRAINAGE SWALES, SOD SHALL BE STAKED SECURE.
- TURF ON ALL OTHER AREAS DISTURBED BY CONSTRUCTION SHALL BE RESTORED BY SEEDING, MULCHING AND FERTILIZING. SEED MIXTURE MNDOT SOUTHERN BOULEVARD WILL BE PLACED AT THE RATE OF 160 POUNDS PER ACRE.
- ALL DISTURBED AREAS TO BE TURF SEED, ARE TO RECEIVE 6" TOP SOIL, SEED, MULCH, AND WATER UNTIL A HEALTHY STAND OF GRASS IS OBTAINED. FOR SLOPES STEEPER THAN 3:1 OR IN DRAINAGE SWALES INSTALL EROSION CONTROL BLANKET.
- ALL DISTURBED AREAS TO RECEIVE NATIVE SEED, ARE TO RECEIVE PLANTING SOIL, SEED, MULCH, AND WATER UNTIL A HEALTHY STAND OF GRASS IS OBTAINED. FOR SLOPES STEEPER THAN 3:1 OR IN DRAINAGE SWALES INSTALL EROSION CONTROL BLANKET.

GENERAL TREE SPECIFICATIONS:

- ALL STREET AND PARKING LOT TREES SHALL BE LIMBED UP TO THE FOLLOWING HEIGHTS:

- 2" CAL. TREES: LOWEST BRANCH 6' HT.
 - 3" CAL+ TREES: LOWEST BRANCH 7' HT.
- TREE CANOPY WIDTH SHALL BE RELATIVE TO HEIGHT/CALIPER OF TREE AND TYPE OF TREE.
 - 1" CALIPER/6-8' HT: 3-4' WIDTH MIN.
 - 2" CALIPER/12-14' HT: 4-5' WIDTH MIN.
 - 3" CALIPER/14-16' HT: 6-7' WIDTH MIN.
- CANOPY TREES SHALL NOT HAVE CO-DOMINATE LEADERS IN LOWER HALF OF TREE CROWN.
- ALL TREES SHALL HAVE SYMMETRICAL OR BALANCED BRANCHING ON ALL SIDES OF THE TREE.
- TREES SHALL NOT BE TIPPED PRUNED.
- TREES SHALL BE FREE OF PHYSICAL DAMAGE FROM SHIPPING AND HANDLING. DAMAGED TREES SHALL BE REJECTED.
- SUMMER DUG TREES SHALL HAVE ROOTBALL SIZE INCREASED BY 20%
- TREES WHICH EXCEED RECOMMENDED CALIPER TO HEIGHT RELATIONSHIP SHALL BE REJECTED.

IRRIGATION NOTES:

- IRRIGATION SYSTEM TO BE DESIGN/BUILD. CONTRACTOR TO SUBMIT SHOP DRAWINGS FOR APPROVAL OF SYSTEM LAYOUT PRIOR TO INSTALLATION.
- ALL SOD TO RECEIVE SPRAY OR ROTOR IRRIGATION HEADS WITH MINIMUM DESIGN OF 1" IRRIGATION PER WEEK.
- ALL PLANT BEDS TO RECEIVE DRIP LINE IRRIGATION , WITH A MINIMUM DESIGN OF .25" IRRIGATION PER WEEK.

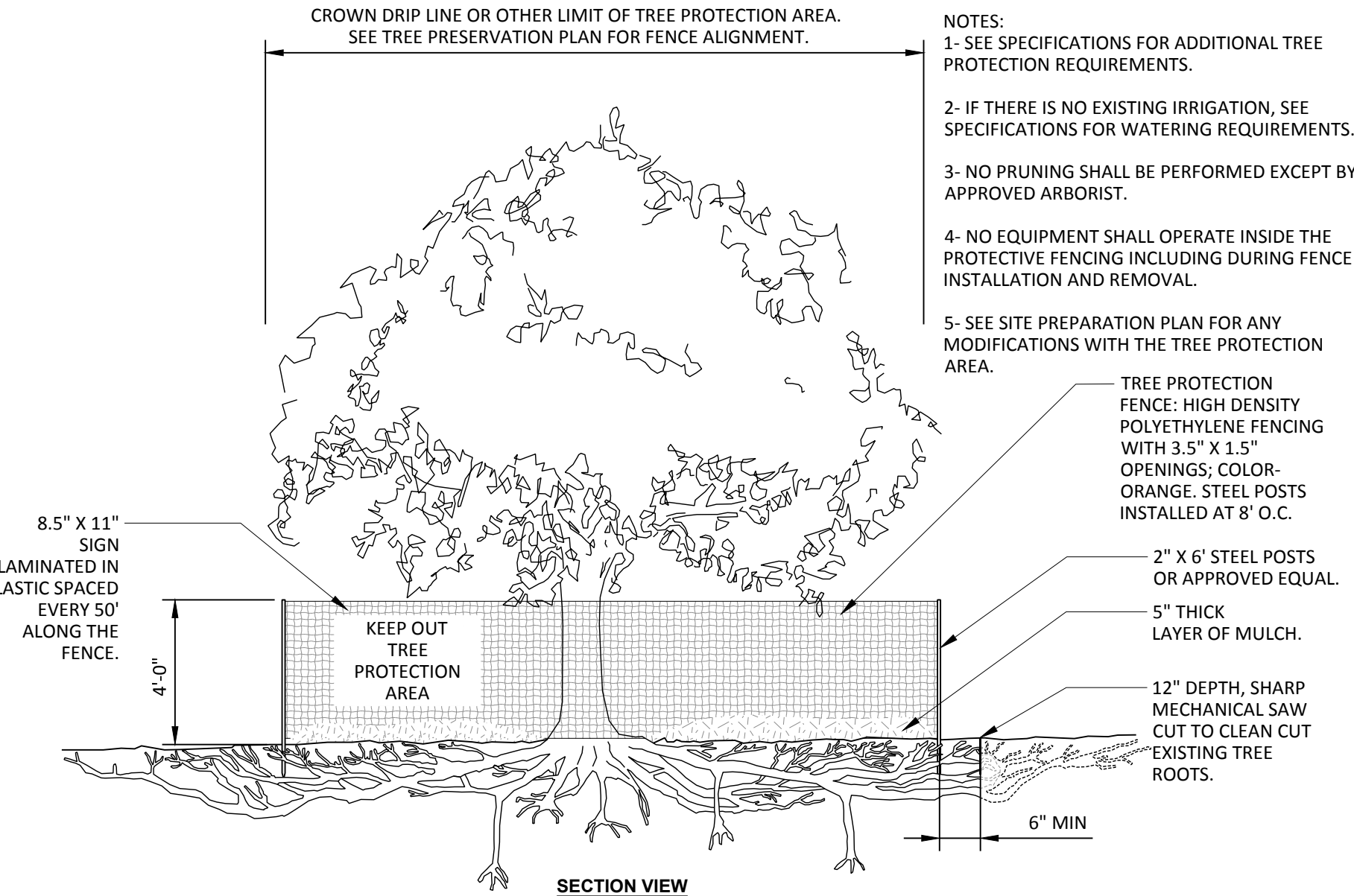
LOW MAINTENANCE FESCUE NOTES:

- DURING GROWING SEASON NEVER MOW SHORTER THAN 3.5 INCHES, PREFERRED MAINTENANCE IS MOW ONCE PER MONTH AT 5" HEIGHT
- DO NOT USE HIGH NITROGEN FERTILIZER ON FESCUE LAWN
- OVERSEED THIN, BARE SPOTS IN FALL
- ALWAYS USE SHARP BLADE WHEN MOWING TO AVOID TEARING LEAF BLADE
- SET MOWER TO 3" FOR BAGGING AND MOWING IN LATE FALL AFTER GROWING SEASON

NATIVE SEED MIX NOTES:

- ESTABLISHMENT AND YEAR ONE: MOW THREE(3) TIMES FIRST YEAR ON 30-DAY INTERVALS TO A HEIGHT BETWEEN FIVE AND EIGHT INCHES. DO NOT USE FERTILIZERS. SPOT TREAT INVASIVE

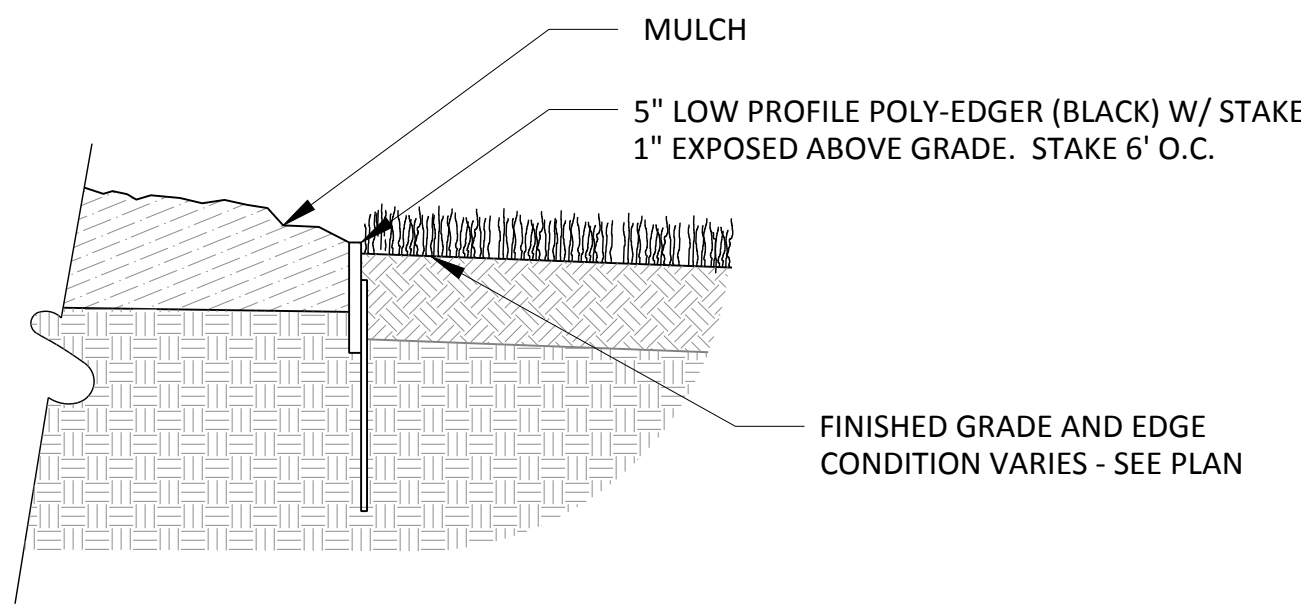
- WOODY PLANTS OR HAND WEED INDIVIDUAL NOXIOUS WEEDS.
- YEAR TWO: PERFORM ONE MOWING BETWEEN MID-JUNE AND MID-AUGUST. SPOT SPRAY WEEDS AS NEEDED WHERE THEY ARE ESPECIALLY DOMINATE.
- YEAR THREE (AND BEYOND): CUT ONE TIME PER YEAR AS A CLEAN UP PROCEDURE (EITHER IN EARLY MAY OR LATE NOVEMBER). PRESCRIBED BURNS MAY BE USED AS WELL IN PLACE OF MOWING. CHECK LOCAL REGULATIONS AND PERMIT PROCEDURES.



1 CLEAN ROOT CUT DETAIL

L1.01 1/4" = 1'-0"

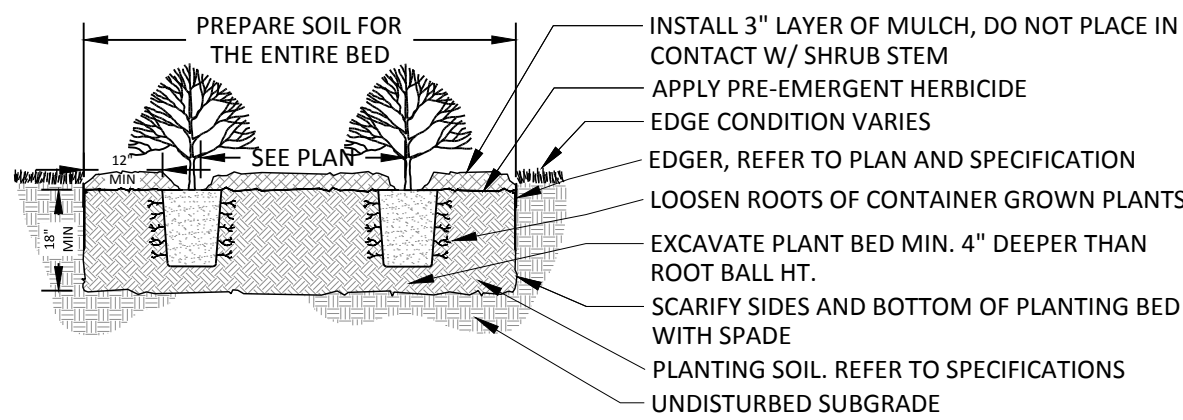
P-58



2 LOW PROFILE POLY EDGER

L1.01 1 1/2" = 1'-0"

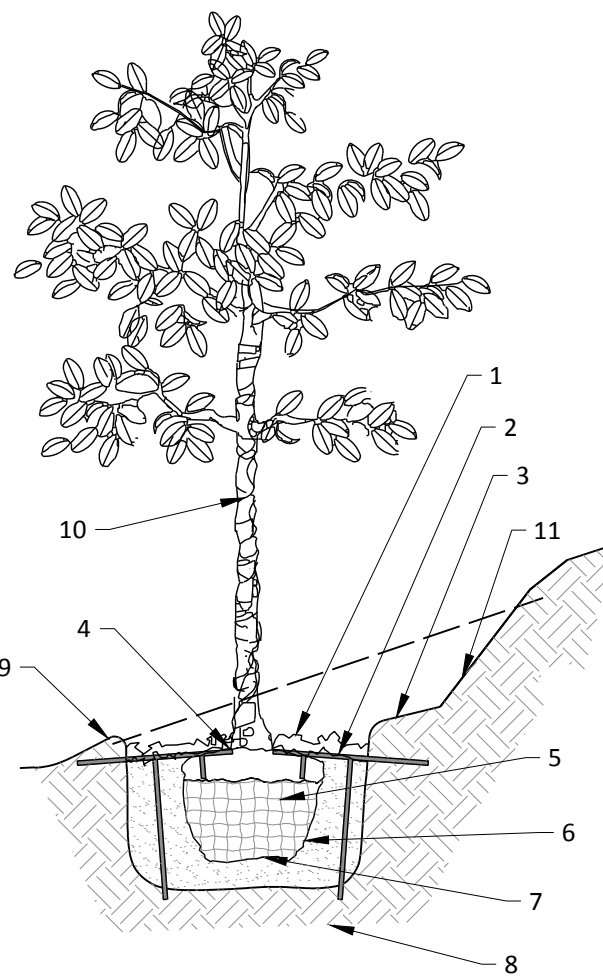
P-30



3 SHRUB PLANTING DETAIL

L1.01 3/8" = 1'-0"

P-02



4 TREE PLANTING ON SLOPE

L1.01 3/8" = 1'-0"

P-40

5 MAINTENANCE STRIP - ROCK MULCH

L1.01 1 1/2" = 1'-0"

P-13

NO	DATE	BY	CKD	APPR	COMMENT
	07/07/2024	TPK	JDB	JDB	SITE PLAN APPLICATION
	11/14/2024	TPK	JDB	JDB	SITE PLAN RESUBMITTAL

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

Print Name: JOHN R. WORKMAN

Date License # 59119

PRELIMINARY 08/07/2024 DESIGN REVIEW
PERMIT SUBMITTAL
CONSTRUCTION DOCUMENTS

DRAWN BY
DESIGNED BY
CHECKED BY JRW
PROJECT NO. 51493

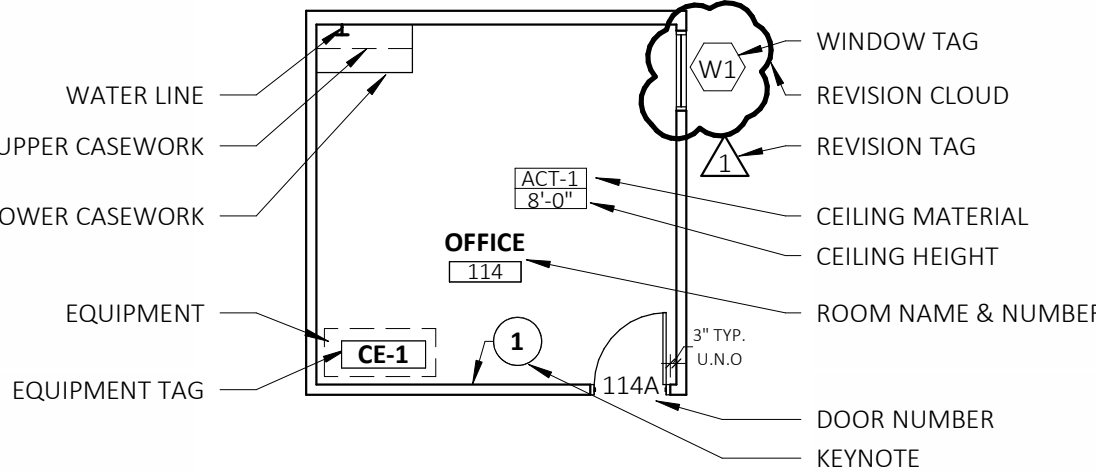
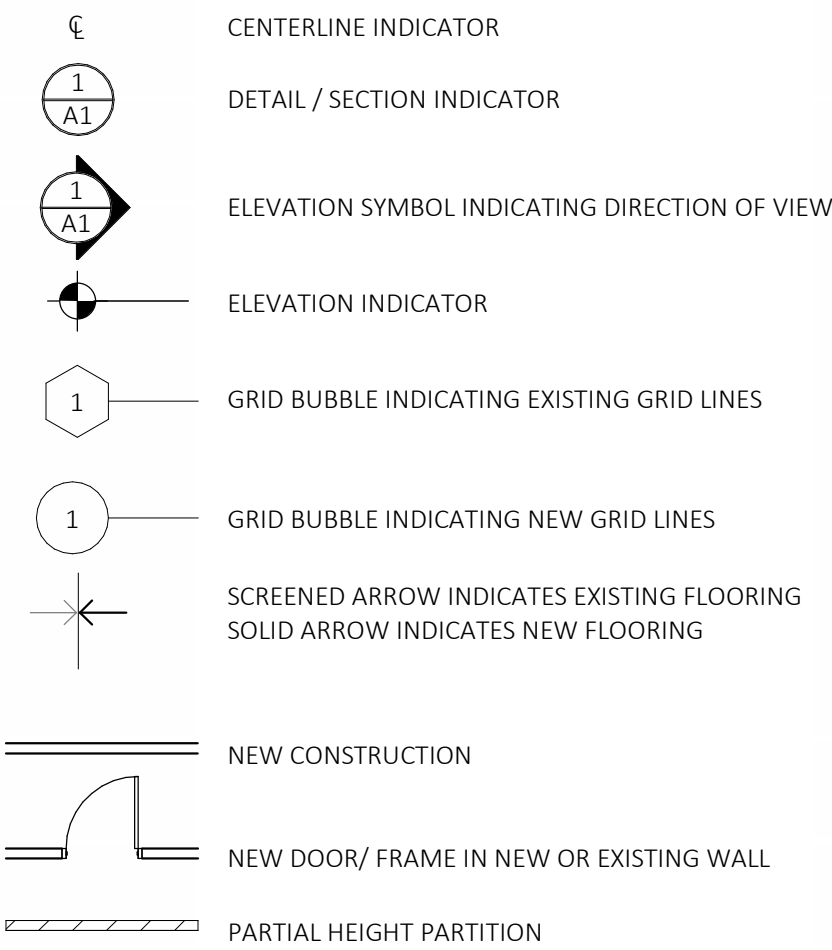


LANDSCAPE NOTES & DETAILS

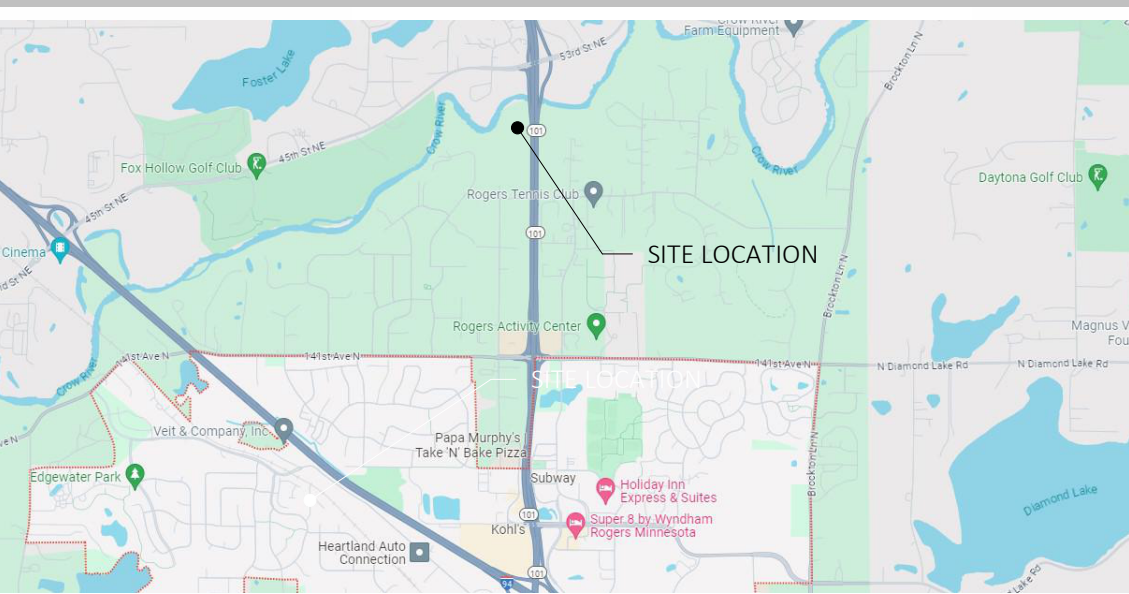
CP WEST, LLC
NORTHDALE BOULEVARD INDUSTRIAL
PRELIMINARY DEVELOPMENT PLANS
ROGERS, MINNESOTA

SHEET

L1.02
33 OF 33
REV.



AREA PLAN



SHEET #	SHEET DESCRIPTION	
GENERAL		
A000	SHEET COVER	
ARCHITECTURAL		
A200	FLOOR PLAN OVERALL	
A300	EXTERIOR BUILDING ELEVATIONS	



PROJECT TEAM

CLIENT

WEST DEVELOPMENT
5402 PARKDALE DRIVE, SUITE 105
SAINT LOUIS PARK, MN 55416

THOMAS NOBLE
952-224-2500
TNOBLE@WESTREINC.COM

CIVIL ENGINEER

SAMBATEK
12800 WHITEWATER DR #300,
MINNETONKA, MN 55343

JOSEPH BAILEY
763-746-1606
JBAILEY@SAMBATEK.COM

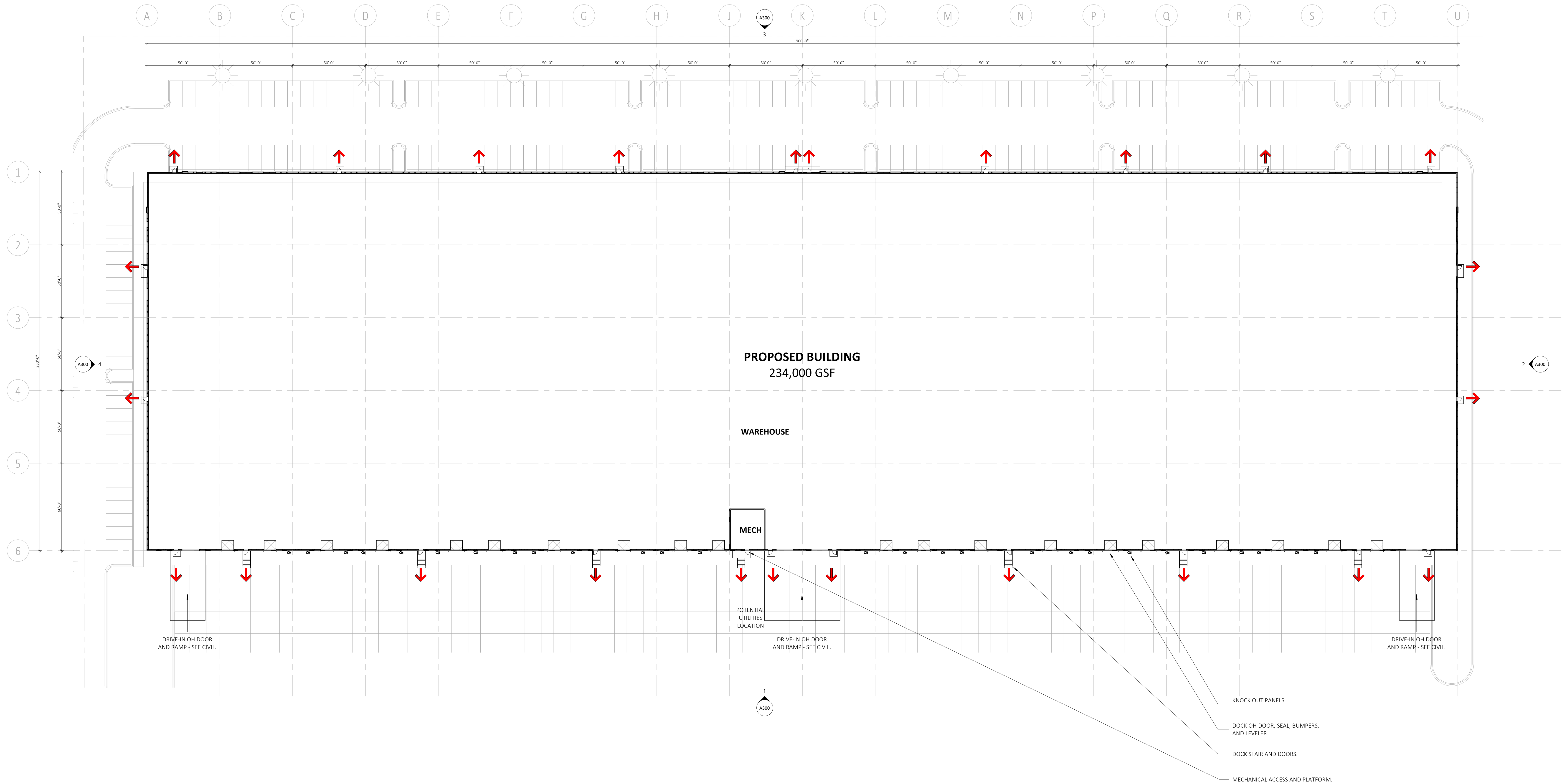
ARCHITECT

MOHAGEN HANSEN
ARCHITECTURE | INTERIORS
1000 TWELVE OAKS CENTER DRIVE, STE 200
WAYZATA, MN 55391
PHONE: 952-426-7400

NEIL MISSLING
NMISSLING@MOHAGENHANSEN.COM

NOT FOR
CONSTRUCTION

THE ARCHITECT SHALL BE DEEMED THE AUTHORS AND OWNERS OF THEIR RESPECTIVE INSTRUMENTS OF SERVICE AND SHALL RETAIN ALL COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING COPYRIGHTS OF THE ATTACHED DOCUMENTS.



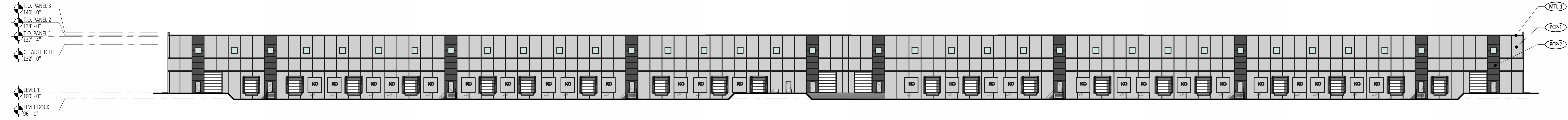
**ROGERS NORTHDAL
INDUSTRIAL**

**BUILDING #1
NORTHDAL BLVD AND
HWY 101
ROGERS, MN 55374**

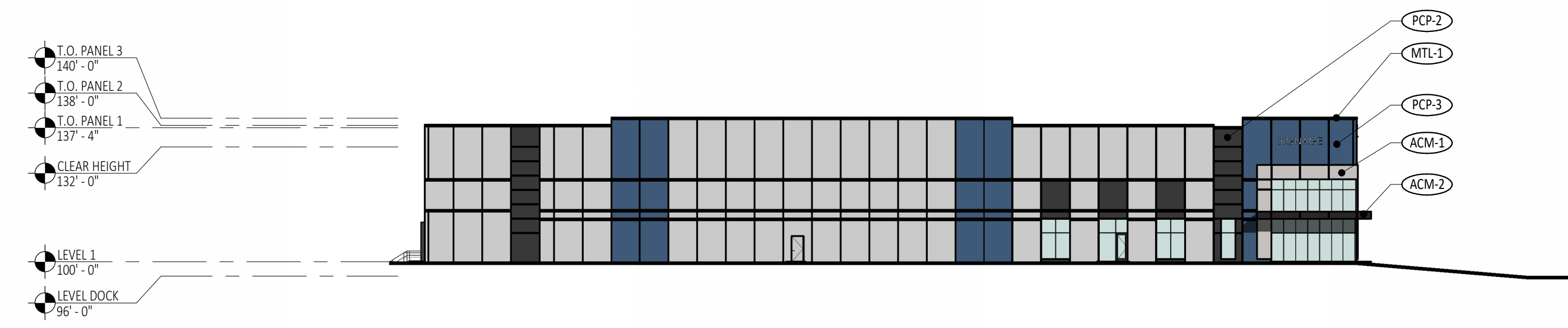
NO.	DESCRIPTION	DATE
1	CITY SUBMITTAL	08/07/2024

PROJECT NUMBER: 23017
DRAWN BY: J. JOHNSON
CHECKED BY: N. MISSILINGI S. OLIVER
DATE: 08/07/2024
COMPUTER DIRECTORY:
West_Res_EstateRogers23017_ShellAndCoreCampus

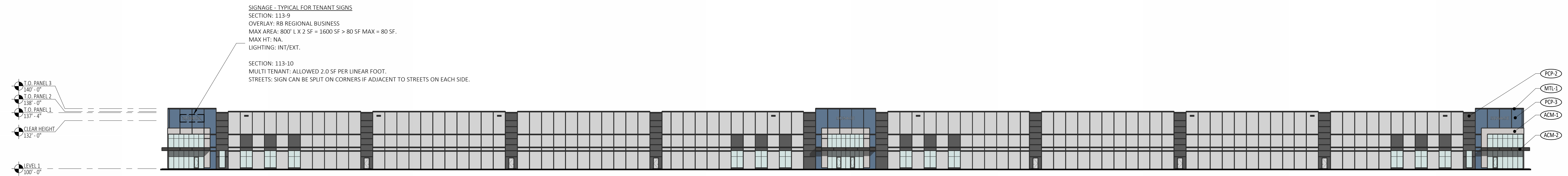
**FLOOR PLAN
OVERALL**



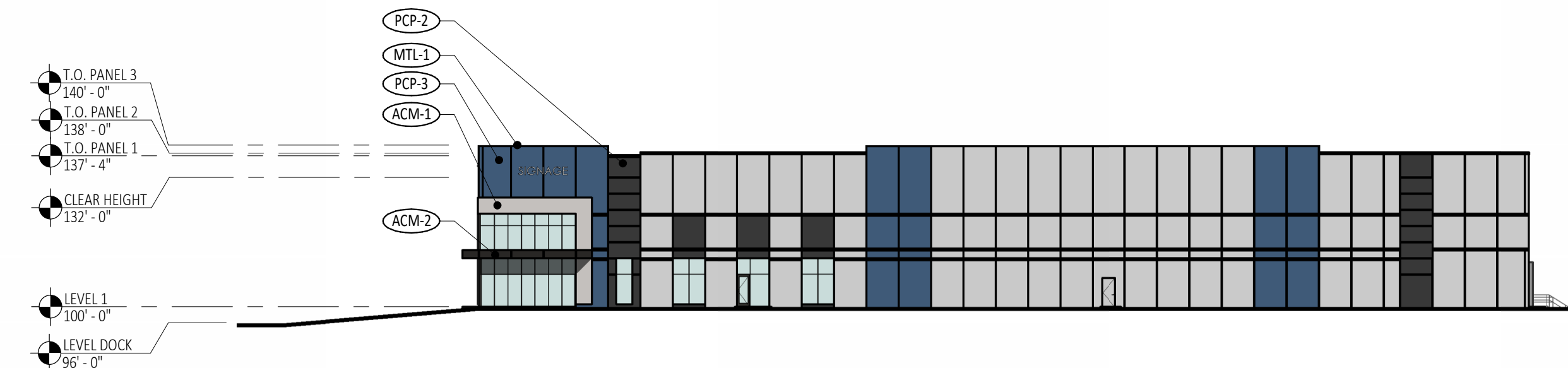
1 ELEVATION - EAST
A300 1" = 30'-0"



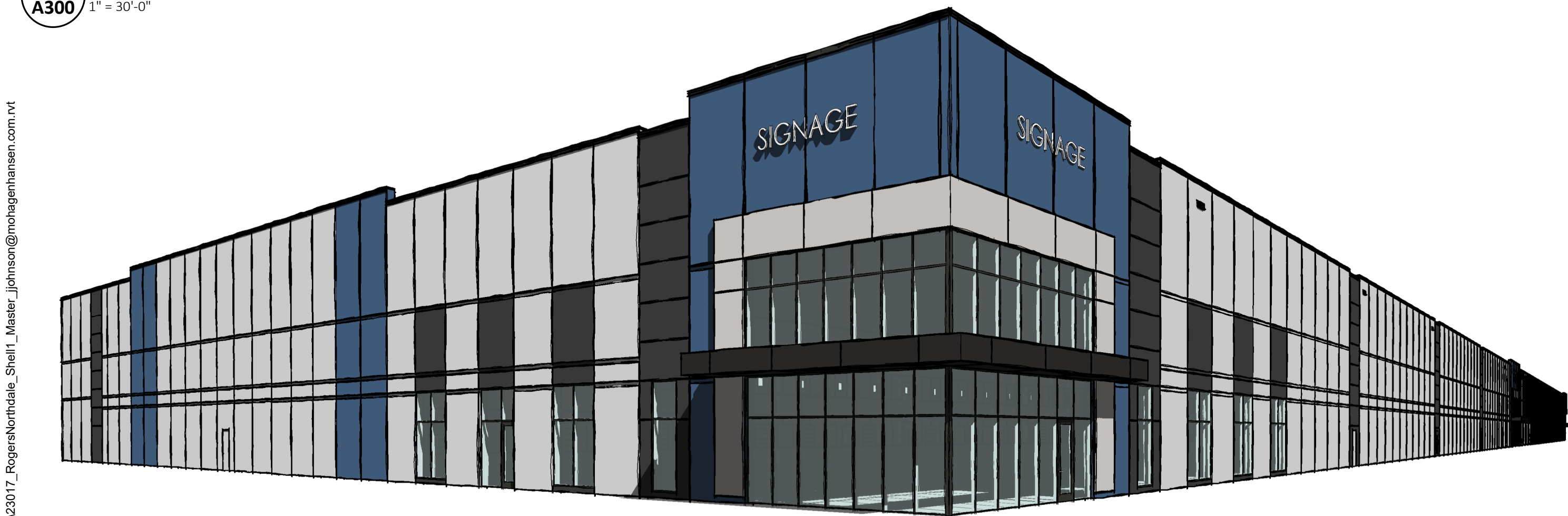
2 ELEVATION - NORTH
A300 1" = 30'-0"



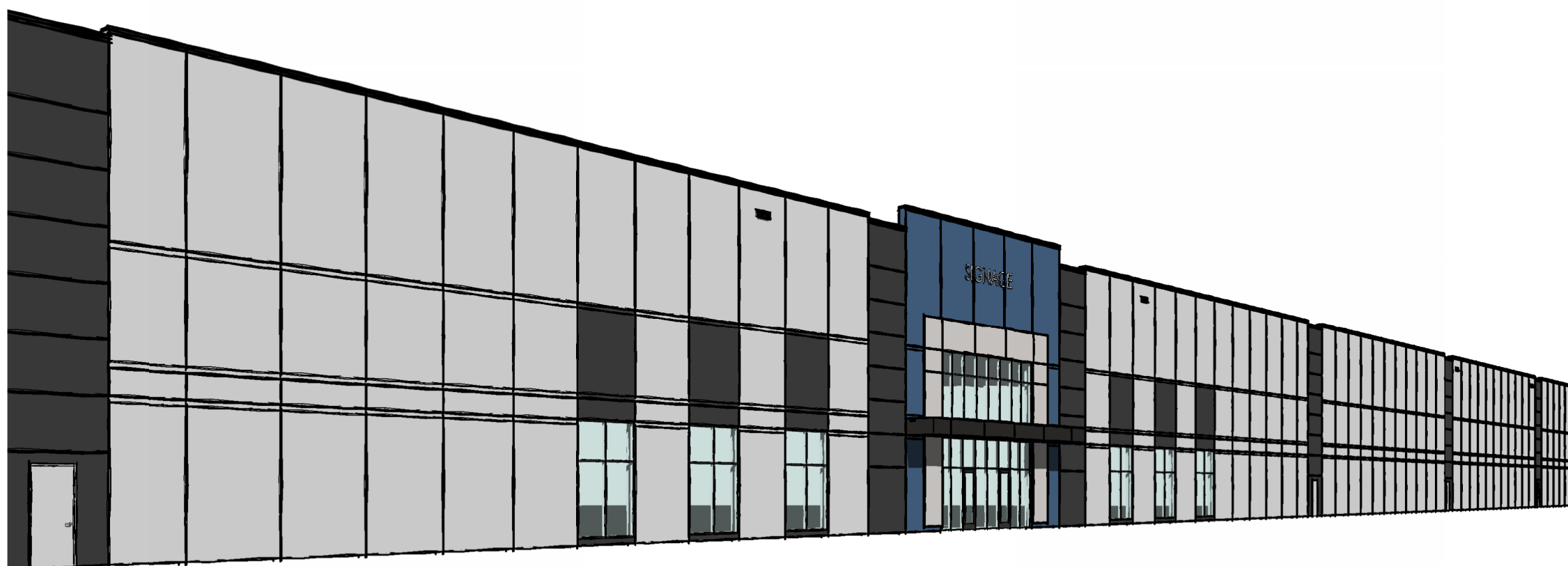
3 ELEVATION - WEST
A300 1" = 30'-0"



4 ELEVATION - SOUTH
A300 1" = 30'-0"



5 3D VIEW - ENTRY AT CORNER
A300



6 3D VIEW - ENTRY AT CENTER
A300

EXTERIOR MATERIALS LEGEND

- PCP-1 INSULATED PRE-CAST PANEL
COMPANY: FABCON.
FINISH: STEEL FORM FINISH PRECAST PANEL - PAINTED.
COLOR: FRENCH GREY (TBD).
- PCP-2 INSULATED PRE-CAST PANEL
COMPANY: FABCON.
FINISH: STEEL FORM FINISH PRECAST PANEL - PAINTED.
COLOR: CHARCOAL GREY (TBD).
- PCP-3 INSULATED PRE-CAST PANEL
COMPANY: FABCON.
FINISH: STEEL FORM FINISH PRECAST PANEL - PAINTED.
COLOR: BLUE HUE (TBD).
- MTL-1 PRE-FINISHED METAL COPING AND TRIM
COMPANY: FIRESTONE.
FINISH: UNICLAD.
COLOR: MATTE BLACK.
- ACM-1 PRE-FINISHED ALUMINUM COMPOSITE METAL PANEL
COMPANY: ALLUCOBOND OR EQ.
COLOR: DEEP BLACK.
- ACM-2 PRE-FINISHED ALUMINUM COMPOSITE METAL PANEL
COMPANY: ALLUCOBOND OR EQ.
COLOR: FRENCH GREY.
- P-1 PAINT
COMPANY: SHERWIN-WILLIAMS OR EQ.
COLOR: TO MATCH PAINT PCP-1 PAINT COLOR.
- P-2 PAINT
COMPANY: SHERWIN-WILLIAMS OR EQ.
COLOR: TO MATCH PAINT PCP-2 PAINT COLOR.
- P-3 PAINT
COMPANY: SHERWIN-WILLIAMS OR EQ.
COLOR: TO MATCH PAINT PCP-3 PAINT COLOR.

- NOTES:
- ALUMINUM STOREFRONT FRAMES/ MULLIONS: BLACK ANODIZED ALUMINUM.
 - GLAZING: CLEAR OR GREY TINT W/ LOW E.
 - PRECAST OPENING AT STOREFRONT: PAINT TO MATCH CLOSEST ADJACENT MATERIAL: EITHER PRECAST FACE, MTL, OR ACM.
 - OVERHEAD DOCK DOORS: PRE-FINISHED WHITE.
 - PRECAST OPENING AT OVERHEAD DOCK DOORS: PAINT TO MATCH CLOSEST ADJACENT PRECAST FACE.
 - HM DOORS: ALL DOORS TO BE PAINTED P-1, U.N.O.
 - CANOPY SOFFIT: ACM-1.
 - BOLLARDS: PAINTED: "OSHA YELLOW".
 - SIGNAGE: BACKLIT SIGNAGE BY TENANT PERMIT.
 - SAMPLES: PROVIDE SAMPLES FOR CLIENT AND ARCHITECT TO REVIEW BEFORE CONSTRUCTION.
 - MOCK-UP: PROVIDE MOCK-UP OF EACH PAINT COLOR FOR CLIENT AND ARCHITECT TO REVIEW ONSITE.

NOT FOR
CONSTRUCTION

THE ARCHITECT SHALL BE DEEMED THE AUTHORS AND OWNERS OF THEIR RESPECTIVE INSTRUMENTS OF SERVICE AND SHALL RETAIN ALL COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING COPYRIGHTS OF THE ATTACHED DOCUMENTS.

ROGERS NORTHDAL
INDUSTRIAL

BUILDING #1
NORTHDAL BLVD AND
HWY 101
ROGERS, MN 55374

NO.	DESCRIPTION	DATE
	CITY SUBMITTAL	08/07/2024

PROJECT NUMBER: 23017
DRAWN BY: J. JOHNSON
CHECKED BY: N. MISSLING & OLIVER
DATE: 08/07/2024
COMPUTER DIRECTORY:
West_Res_EstateRogers23017_ShellAndCoreCampus

EXTERIOR
BUILDING
ELEVATIONS

A300



ROGERS NORTHDAL

BUILDING #2
NORTHDAL BLVD AND HWY 101
ROGERS, MN 55374

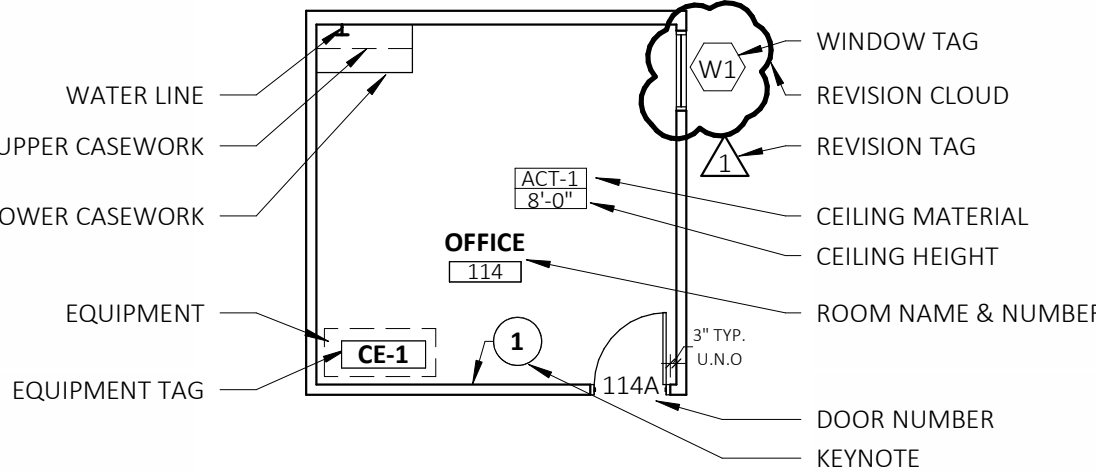
PROJ. NO.
23017

ISSUE DATE
08/07/2024

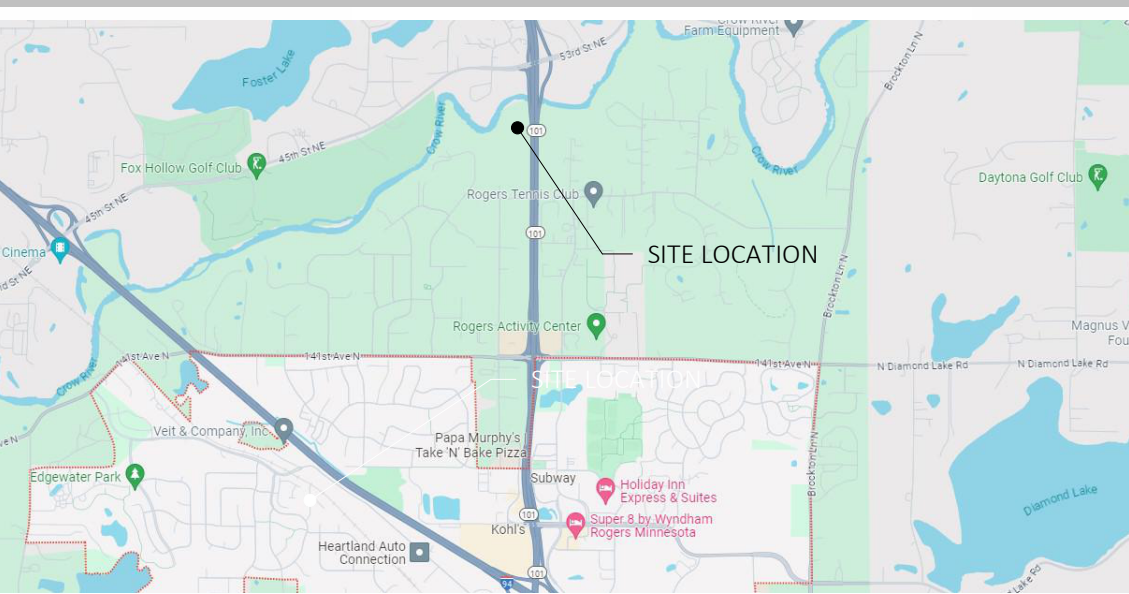
PROJECT PHASE
SCHEMATIC DESIGN



- CENTERLINE INDICATOR
- DETAIL / SECTION INDICATOR
- ELEVATION SYMBOL INDICATING DIRECTION OF VIEW
- ELEVATION INDICATOR
- GRID BUBBLE INDICATING EXISTING GRID LINES
- GRID BUBBLE INDICATING NEW GRID LINES
- SCREENED ARROW INDICATES EXISTING FLOORING
SOLID ARROW INDICATES NEW FLOORING
- NEW CONSTRUCTION
- NEW DOOR/ FRAME IN NEW OR EXISTING WALL
- PARTIAL HEIGHT PARTITION



AREA PLAN



SHEET #	SHEET DESCRIPTION
GENERAL	
A000	SHEET COVER
ARCHITECTURAL	
A200	FLOOR PLAN OVERALL
A300	EXTERIOR BUILDING ELEVATIONS



1
A000 ENTRY AT CORNER

1000 Twelve Oaks Center Drive
Suite 200, Wayzata, MN 55391
T: 952-426-7400
F: 952-426-7440

MohagenHansen.com

CERTIFICATION

NOT FOR
CONSTRUCTION

PROJECT TEAM

CLIENT

WEST DEVELOPMENT
5402 PARKDALE DRIVE, SUITE 105
SAINT LOUIS PARK, MN 55416

THOMAS NOBLE
952-224-2500
TNOBLE@WESTREINC.COM

CIVIL ENGINEER

SAMBATEK
12800 WHITEWATER DR #300,
MINNETONKA, MN 55343

JOSEPH BAILEY
763-746-1606
JBAILEY@SAMBATEK.COM

ARCHITECT

MOHAGEN HANSEN
ARCHITECTURE | INTERIORS
1000 TWELVE OAKS CENTER DRIVE, STE 200
WAYZATA, MN 55391
PHONE: 952-426-7400

NEIL MISSLING
NMISSLING@MOHAGENHANSEN.COM

A000

NOT FOR
CONSTRUCTION

THE ARCHITECT SHALL BE DEEMED THE AUTHORS AND OWNERS OF THEIR RESPECTIVE INSTRUMENTS OF SERVICE AND SHALL RETAIN ALL COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING COPYRIGHTS OF THE ATTACHED DOCUMENTS.

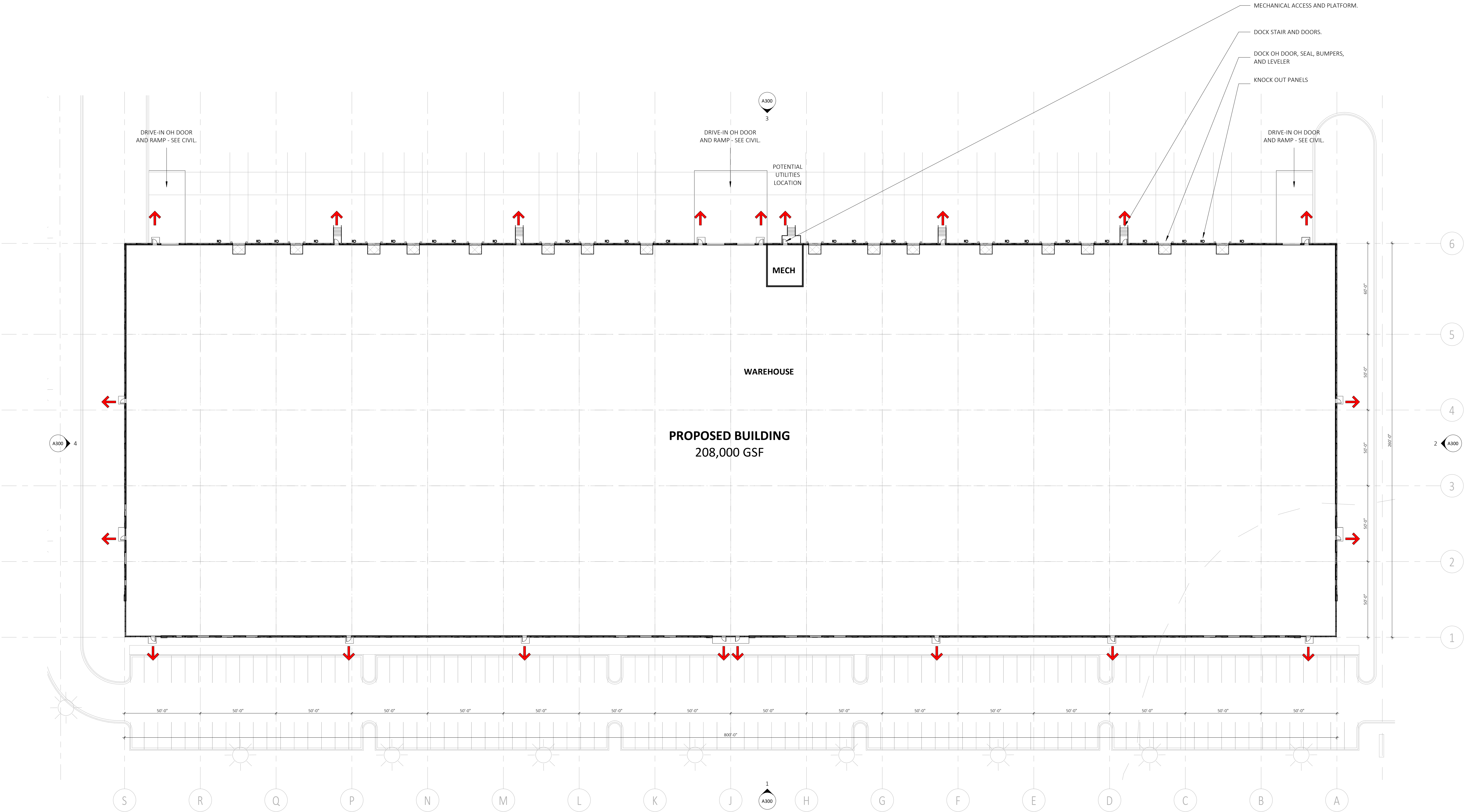
**ROGERS NORTHDAL
INDUSTRIAL**

**BUILDING #2
NORTHDAL BLVD AND
HWY 101
ROGERS, MN 55374**

NO.	DESCRIPTION	DATE
	CITY SUBMITTAL	08/07/2024

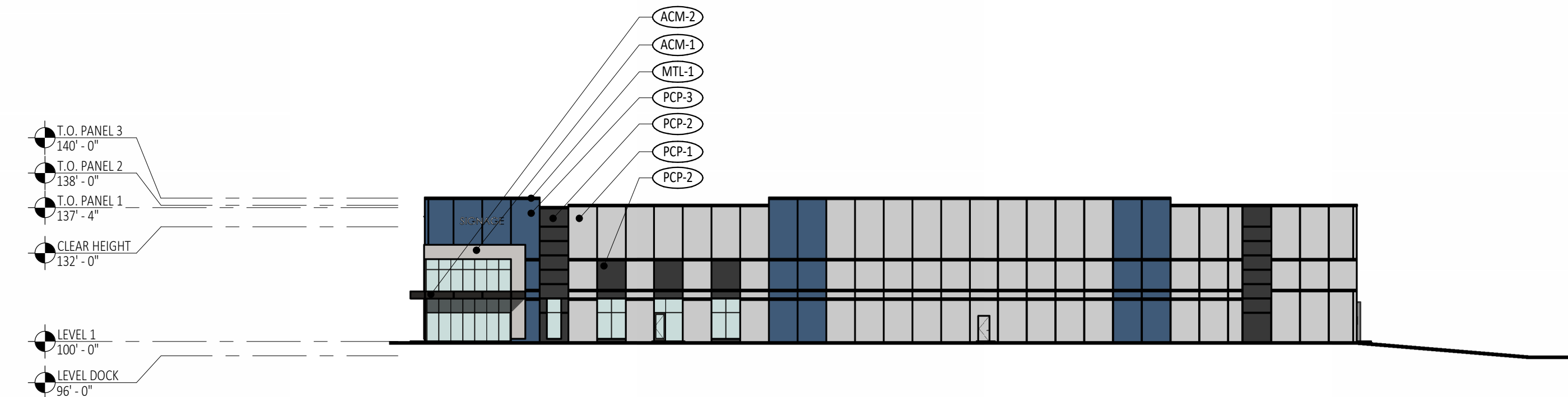
PROJECT NUMBER: 23017
DRAWN BY: J. JOHNSON
CHECKED BY: N. MISSLING / S. OLIVER
DATE: 08/07/2024
COMPUTER DIRECTORY:
West_Res_EstateRogers23017_ShellAndCoreCampus

**FLOOR PLAN
OVERALL**

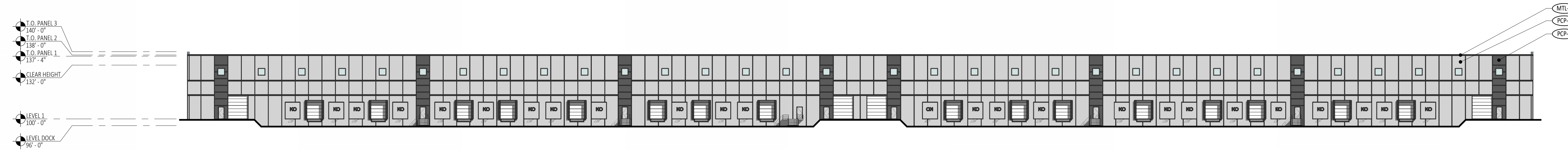




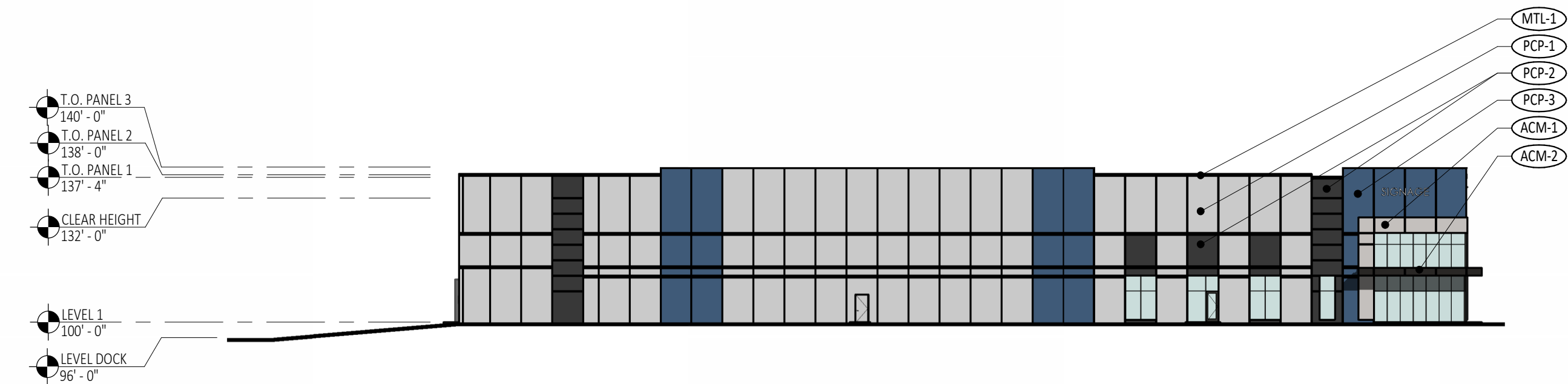
1 ELEVATION - EAST
A300 1" = 30'-0"



2 ELEVATION - NORTH
A300 1" = 30'-0"



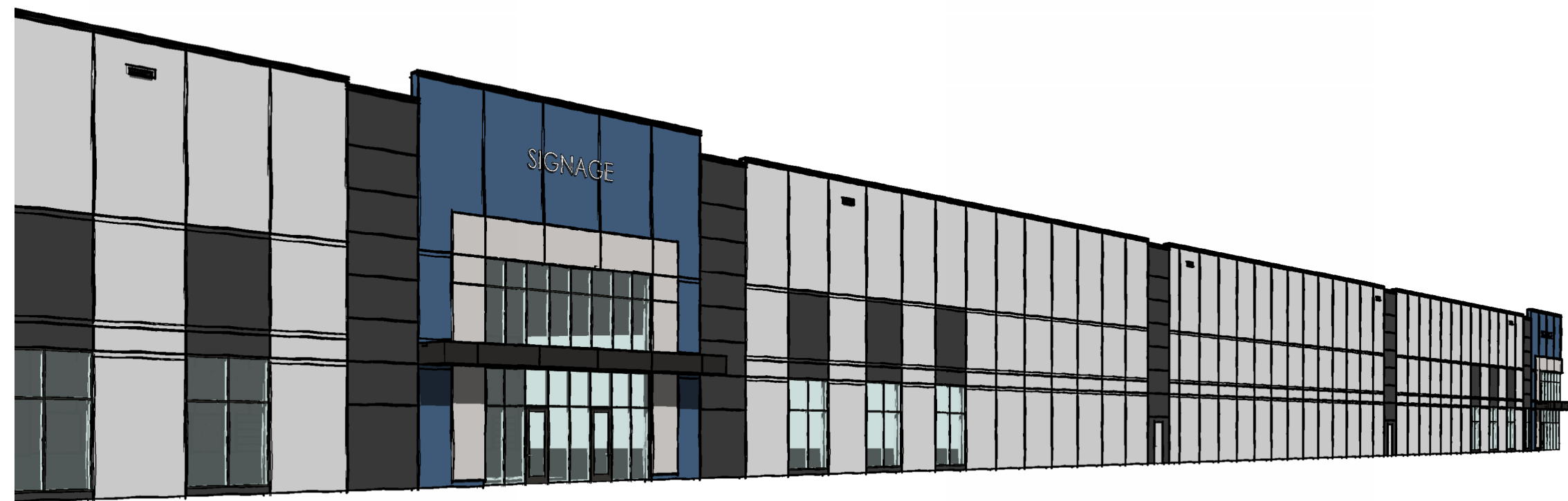
3 ELEVATION - WEST
A300 1" = 30'-0"



4 ELEVATION - SOUTH
A300 1" = 30'-0"



5 3D VIEW - ENTRY AT CORNER
A300



6 3D VIEW - ENTRY AT CENTER
A300

EXTERIOR MATERIALS LEGEND

- PCP-1** INSULATED PRE-CAST PANEL
COMPANY: FABCON.
FINISH: STEEL FORM FINISH PRECAST PANEL - PAINTED.
COLOR: FRENCH GREY (TBD).
- PCP-2** INSULATED PRE-CAST PANEL
COMPANY: FABCON.
FINISH: STEEL FORM FINISH PRECAST PANEL - PAINTED.
COLOR: CHARCOAL GREY (TBD).
- PCP-3** INSULATED PRE-CAST PANEL
COMPANY: FABCON.
FINISH: STEEL FORM FINISH PRECAST PANEL - PAINTED.
COLOR: BLUE HUE (TBD).
- MTL-1** PRE-FINISHED METAL COPING AND TRIM
COMPANY: FIRESTONE.
FINISH: UNICLAD.
COLOR: MATTE BLACK.
- ACM-1** PRE-FINISHED ALUMINUM COMPOSITE METAL PANEL
COMPANY: ALUCOBOND OR EQ.
COLOR: DEEP BLACK.
- ACM-2** PRE-FINISHED ALUMINUM COMPOSITE METAL PANEL
COMPANY: ALUCOBOND OR EQ.
COLOR: FRENCH GREY.
- P-1** PAINT
COMPANY: SHERWIN-WILLIAMS OR EQ.
COLOR: TO MATCH PAINT PCP-1 PAINT COLOR.
- P-2** PAINT
COMPANY: SHERWIN-WILLIAMS OR EQ.
COLOR: TO MATCH PAINT PCP-2 PAINT COLOR.
- P-3** PAINT
COMPANY: SHERWIN-WILLIAMS OR EQ.
COLOR: TO MATCH PAINT PCP-3 PAINT COLOR.

- NOTES:**
1. ALUMINUM STOREFRONT FRAMES/ MULLIONS: BLACK ANODIZED ALUMINUM.
 2. GLAZING: CLEAR OR GREY TINT W/ LOW E.
 3. PRECAST OPENING AT STOREFRONT: PAINT TO MATCH CLOSEST ADJACENT MATERIAL: EITHER PRECAST FACE, MTL, OR ACM.
 4. OVERHEAD DOCK DOORS: PRE-FINISHED WHITE.
 5. PRECAST OPENING AT OVERHEAD DOCK DOORS: PAINT TO MATCH CLOSEST ADJACENT PRECAST FACE.
 6. HAT DOORS: ALL DOORS TO BE PAINTED P-1, U.N.O.
 7. CANOPY SOFFIT: ACM-1.
 8. BOLLARDS: PAINTED: "OSHA YELLOW".
 9. SIGNAGE: BACKLIT SIGNAGE BY TENANT PERMIT.
 10. SAMPLES: PROVIDE SAMPLES FOR CLIENT AND ARCHITECT TO REVIEW BEFORE CONSTRUCTION.
 11. MOCK-UP: PROVIDE MOCK-UP OF EACH PAINT COLOR FOR CLIENT AND ARCHITECT TO REVIEW ONSITE.

1000 Twelve Oaks Center Drive
Suite 200, Wayzata, MN 55391
T: 952-426-7400
F: 952-426-7440

MohagenHansen.com

NOT FOR
CONSTRUCTION

THE ARCHITECT SHALL BE DEEMED THE AUTHORS AND OWNERS OF THEIR RESPECTIVE INSTRUMENTS OF SERVICE AND SHALL RETAIN ALL COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING COPYRIGHTS OF THE ATTACHED DOCUMENTS.

ROGERS NORTHDAL
INDUSTRIAL

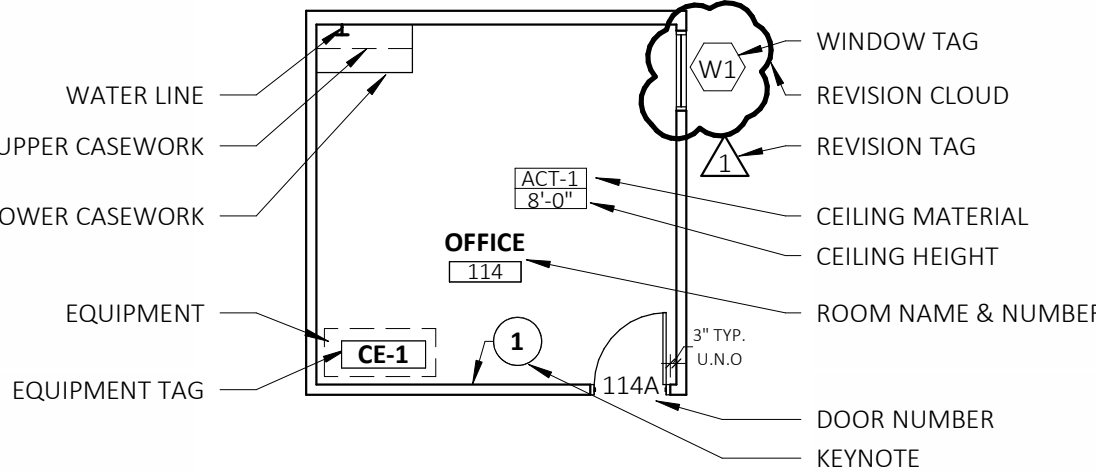
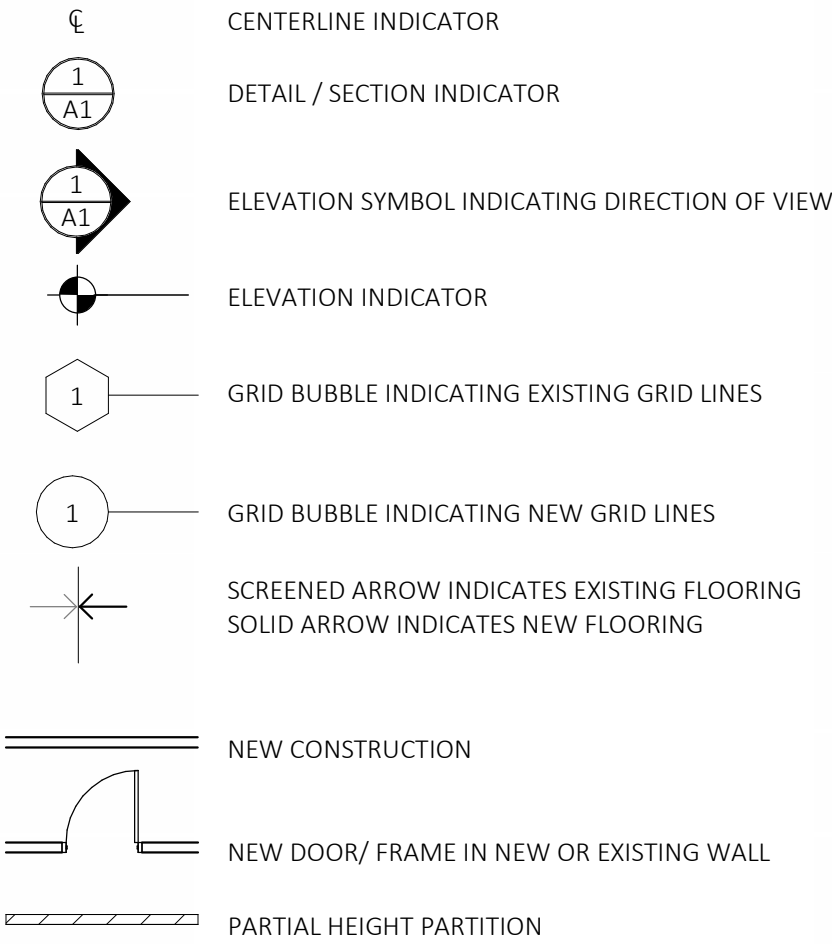
BUILDING #2
NORTHDAL BLVD AND
HWY 101
ROGERS, MN 55374

NO.	DESCRIPTION	DATE
	CITY SUBMITTAL	08/07/2024

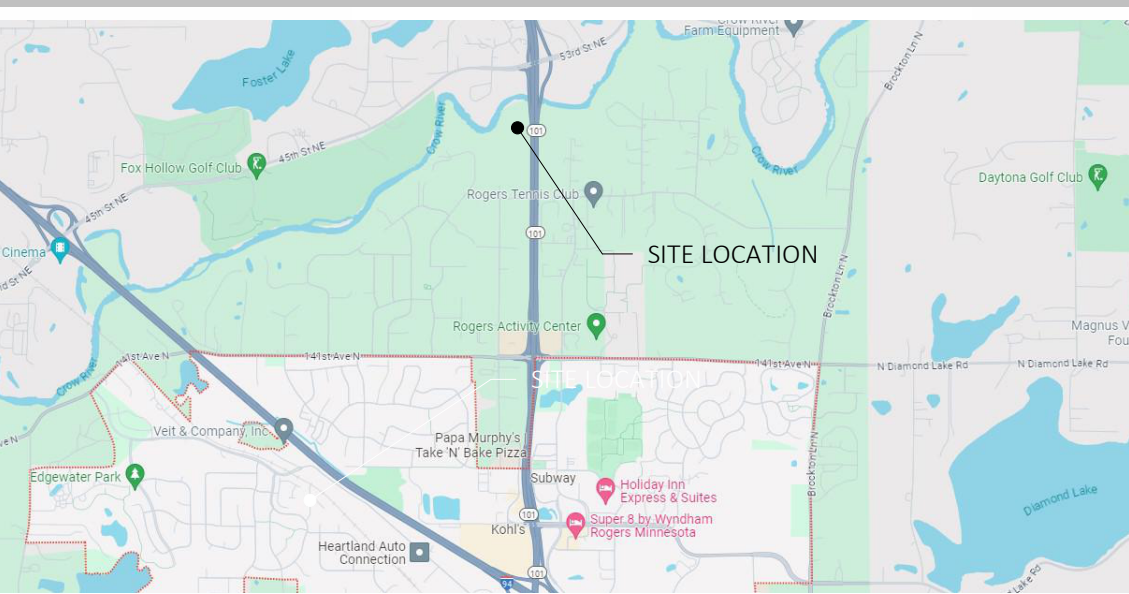
PROJECT NUMBER: 23017
DRAWN BY: J. JOHNSON
CHECKED BY: N. MISSLING / S. OLIVER
DATE: 08/07/2024
COMPUTER DIRECTORY:
West_Res_EstateRogers23017_ShellAndCoreCampus

EXTERIOR
BUILDING
ELEVATIONS

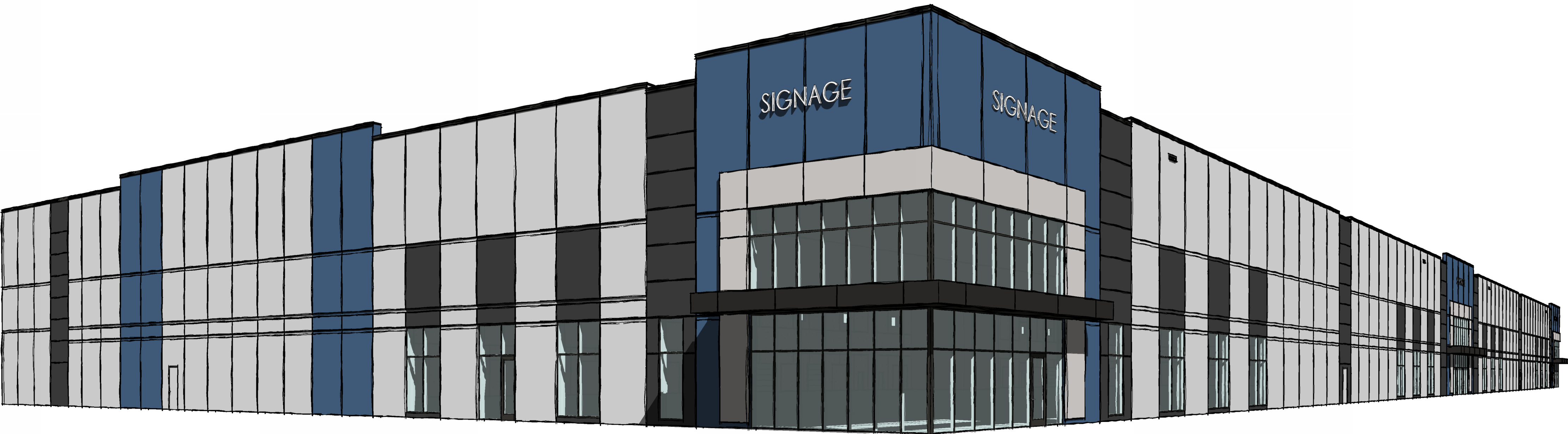
A300



AREA PLAN



SHEET #	SHEET DESCRIPTION
GENERAL	
A000	SHEET COVER
ARCHITECTURAL	
A200	FLOOR PLAN OVERALL
A300	EXTERIOR BUILDING ELEVATIONS



NOT FOR
CONSTRUCTION

THE ARCHITECT SHALL BE DEEMED THE AUTHORS AND OWNERS OF THEIR RESPECTIVE INSTRUMENTS OF SERVICE AND SHALL RETAIN ALL COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING COPYRIGHTS OF THE ATTACHED DOCUMENTS.

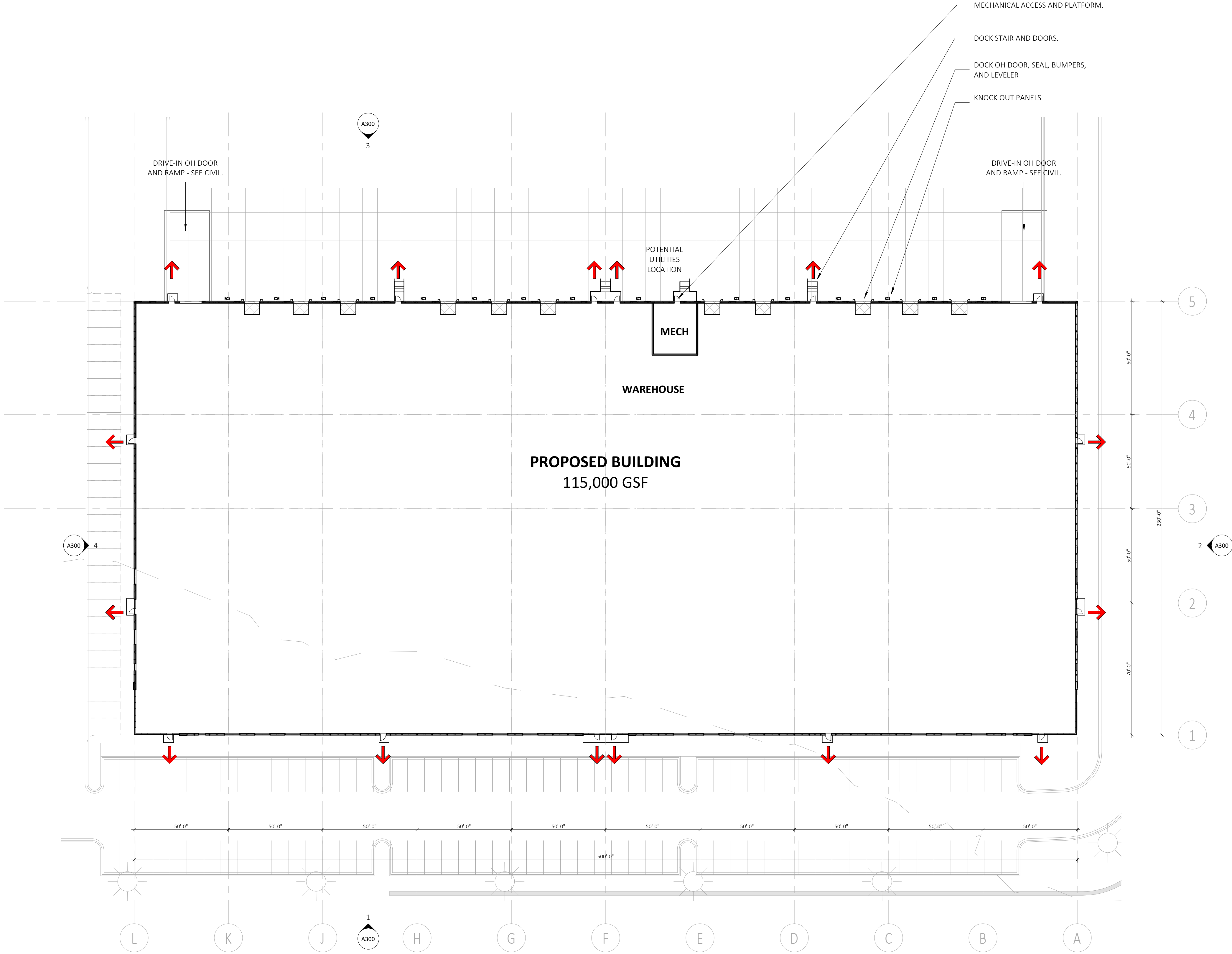
ROGERS NORTHDAL
INDUSTRIAL

BUILDING #3
NORTHDAL BLVD AND
HWY 101
ROGERS, MN 55374

NO.	DESCRIPTION	DATE
	CITY SUBMITTAL	08/07/2024

PROJECT NUMBER: 23017
DRAWN BY: J. JOHNSON
CHECKED BY: N. MISSILINGI & OLIVER
DATE: 08/07/2024
COMPUTER DIRECTORY:
West_Res_EstateRogers\23017_ShellAndCoreCampus

FLOOR PLAN
OVERALL





- NOTES:**
1. ALUMINUM STOREROOM FRAMES/MULLIONS: BLACK ANODIZED ALUMINUM.
 2. GLAZING: CLEAR OR GREY TINT W/ LOW E.
 3. PRECAST OPENING AT STOREROOM: PAINT TO MATCH CLOSEST ADJACENT MATERIAL.
 4. EITHER PRECAST FACE, MT, OR ACM.
 5. OVERHEAD DOCK DOORS: PRE-FINISHED WHITE.
 6. PRECAST OPENING AT OVERHEAD DOCK DOORS: PAINT TO MATCH CLOSEST ADJACENT MATERIAL.
 7. PRECAST FACE:
 8. HM DOORS: ALL DOORS TO BE PAINTED P-1, U.N.O.
 9. CANDOPY SUPPORT: ACM-L.
 10. BOLLARDS: PAINTED: "ROSA YELLOW".
 11. SIGNAGE: BACKLIT SIGNAGE BY TENANT PERMIT.
 12. SAMPLES: PROVIDE SAMPLES FOR CLIENT AND ARCHITECT TO REVIEW BEFORE CONSTRUCTION.
 13. MOCK-UP: PROVIDE MOCK-UP OF EACH PAINT COLOR FOR CLIENT AND ARCHITECT TO REVIEW ON SITE.

1000 Twelve Oaks Center Drive
Suite 200, Wayzata, MN 55391
T: 952-426-7400
F: 952-426-7440

MohagenHansen.com

**NOT FOR
CONSTRUCTION**

THE ARCHITECT SHALL BE DEEMED THE AUTHORS AND OWNERS OF THEIR RESPECTIVE INSTRUMENTS OF SERVICE AND SHALL RETAIN ALL COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING COPYRIGHTS OF THE ATTACHED DOCUMENTS.

**ROGERS NORTHDALE
INDUSTRIAL**

**BUILDING #3
NORTHDAL BLVD AND
HWY 101
ROGERS, MN 55374**

[illegible]

PROJECT NUMBER: 23017
DRAWN BY: J. JOHNSON
CHECKED BY: N. MISSLING/ S. OLIVE
DATE: 08/07/2024
COMPUTER DIRECTORY:
West_Real_Estate/Rogers/23017_ShellAndCoreCampus

EXTERIOR BUILDING ELEVATIONS

A300

Luminaire Schedule							
Symbol	Qty	Label	Arrangement	LLF	Description	Arr. Watts	Lum. Lumens
	10	FF	Single	0.900	NLS NV-W-T3-32L-7-40K7-UNV-XXX FINISH TBD WALL MOUNTED @ 20FT	71	9649
	8	AASHS	Single	0.900	GARDCO OPF-S-A02-740-T3M-AR1-UNV-XX-HIS FINISH TBD MOUNTED ON 17FT SSS POLE 3FT BASE FOR CALC	54.129	7368
	10	AA3	Single	0.900	GARDCO OPF-S-A04-740-T3M-AR1-UNV-XX FINISH TBD MOUNTED ON 30FT SSS POLE WITH 3FT BASE	90.68	15171
	7	BB4	Single	0.900	GARDCO OPF-S-A07-740-T4M-AR1-UNV-XX FINISH TBD MOUNTED ON 30FT SSS POLE WITH 3FT BASE	136.2	21294
	6	BB5	Back-Back	0.900	GARDCO OPF-S-A07-740-T5W-AR1-UNV-XX FINISH TBD MOUNTED ON 30FT SSS POLE WITH 3FT BASE	272.4	20984
	25	CC	Single	0.900	NLS NV-W2-T4-64L-1-40K7-UNV-XXX FINISH TBD WALL MOUNTED @ 28FT	205	22951
	32	DD	Single	0.900	NLS NV-W-T3-32L-1A-40K7-UNV-XXX FINISH TBD WALL MOUNTED @ 28FT	100.1	11544
	57	EE	Single	0.870	ELITE RL643-3ML-DIM10-MVOLT-5CCT-90-W-WH(2000L-4000K) - RL643-RT-XXX-XXX FINISH TBD - RL-UNV-4/5/6	17.1	1974

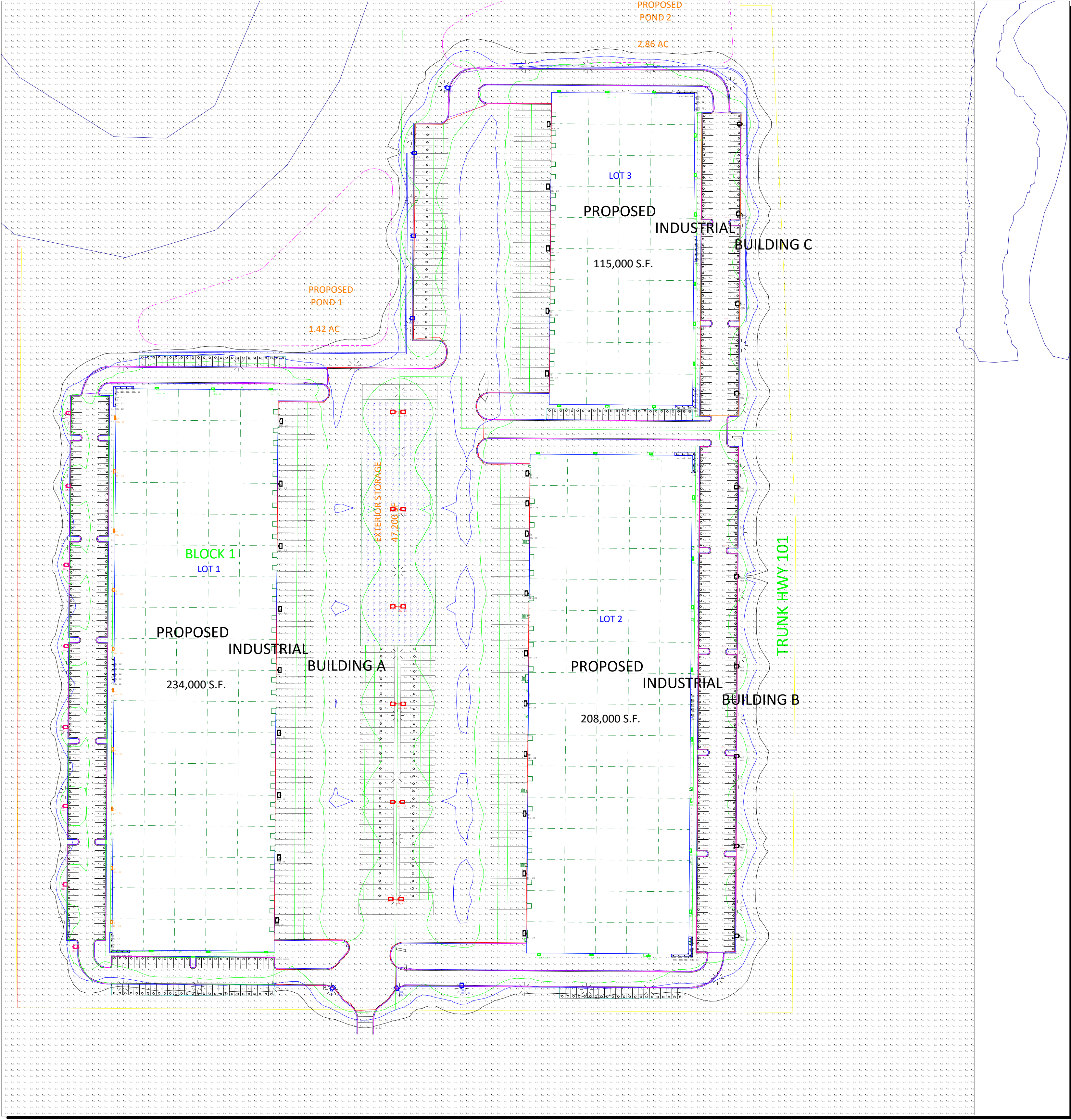
Calculation Summary					
Label	CalcType	Units	Avg	Max	Min
CALC POINTS	ILLUMINANCE	Fc	0.37	13.6	0.0
EXT STORAGE	ILLUMINANCE	Fc	1.38	2.5	0.7
RES PROPERTY LINE	ILLUMINANCE	Fc	0.01	0.01	0.00
BUILDING A PARKING	ILLUMINANCE	Fc	1.46	5.2	0.3
DOCK LOTS - ENTRANCE	ILLUMINANCE	Fc	1.47	9.7	0.2
DRIVE SOUTH BLDG A	ILLUMINANCE	Fc	1.47	6.0	0.6
DRIVE SOUTH BLDG B	ILLUMINANCE	Fc	1.43	3.3	0.5
DRIVE SOUTH BLDG C	ILLUMINANCE	Fc	1.65	4.3	0.6
PARKING BUILD B	ILLUMINANCE	Fc	1.93	4.7	0.7
PARKING BUILD C	ILLUMINANCE	Fc	2.29	5.1	0.7

GENERAL NOTES:

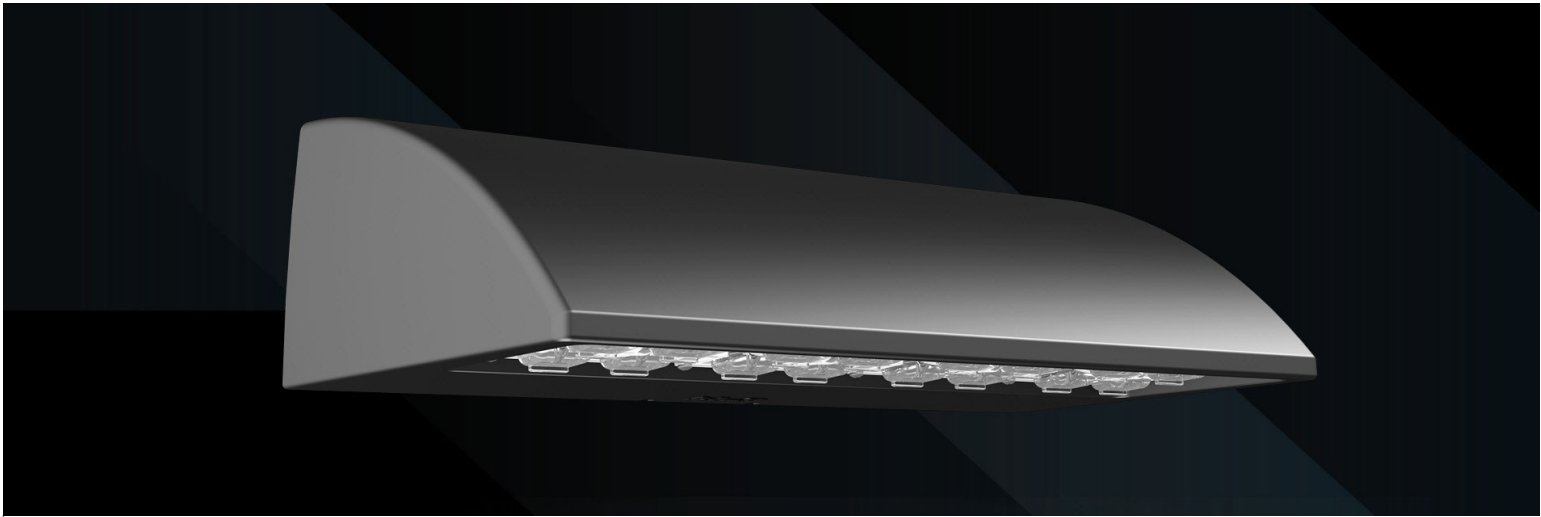
A. PULSE PRODUCTS DOES NOT ASSUME RESPONSIBILITY FOR THE INTERPRETATION OF THIS CALCULATION OR COMPLAINT TO THE LOCAL, STATE, OR FEDERAL LIGHTNG CODES OR ORDINANCES.

B. LIGHTING LAYOUT IS NOT INTENDED FOR CONSTRUCTION DOCUMENTS BUT ONLY TO ILLUSTRATE THE PERFORMANCE OF THE PRODUCT.

C. ALL READINGS/CALCULATIONS SHOWN ARE SHOWN ON WORKPLANE OR FLOOR DEPENDING ON SPACE ACTIVITY.



Plan View
Scale: 1 inch= 100 Ft.



#	Date	Comments
Revisions		

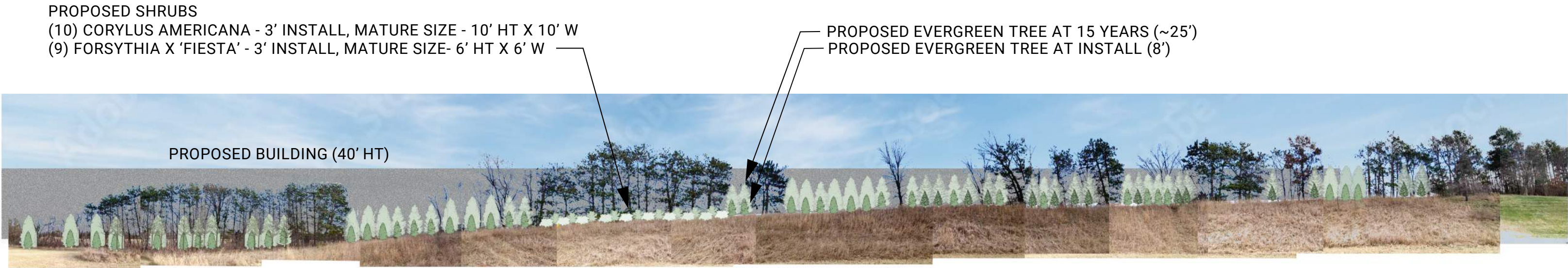
Drawn By: JILL BJORNBERG LC
Checked By: JILL
Date:1/4/2025
Scale: AS NOTED

ROGERS NORHTDALE INDUSTRIAL
ROGERS, MN

RASPBERRY DRIVE PERSPECTIVE RENDERING
WITH PROPOSED EVERGREEN SCREENING

RASPBERRY DRIVE SCREENING SUMMARY:

TOTAL PROPOSED EVERGREEN SCREENING TREES : 57



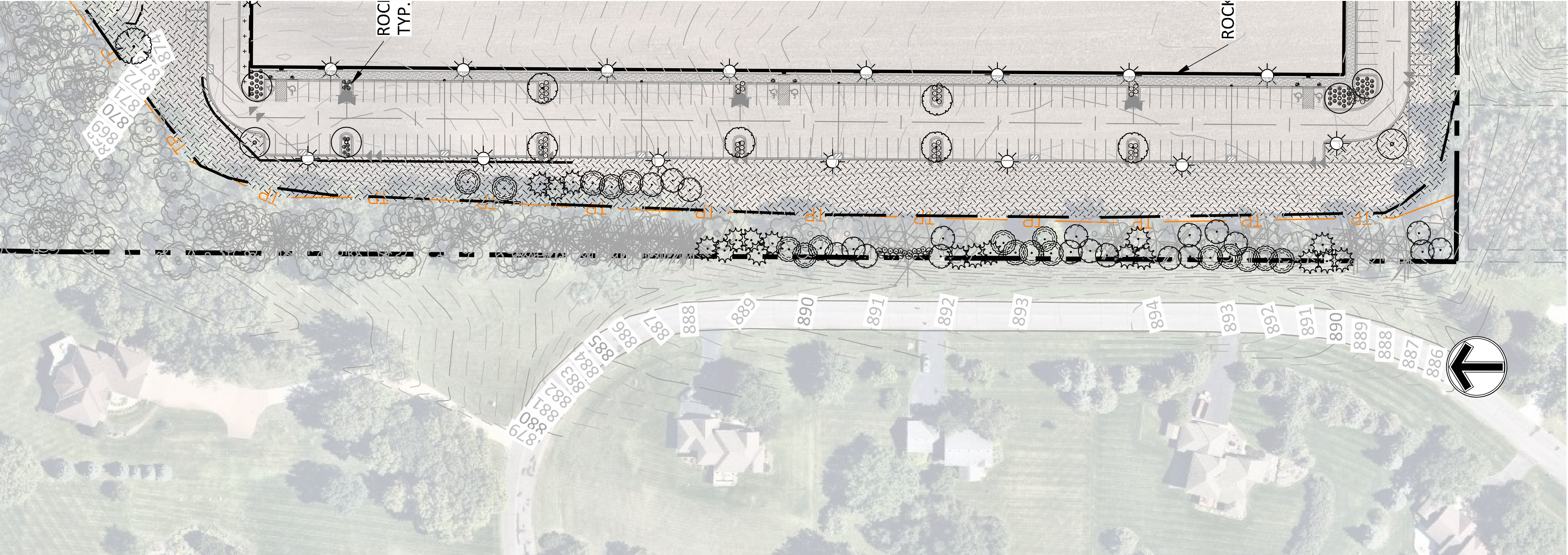
PERSPECTIVE RENDERING NOT TO SCALE

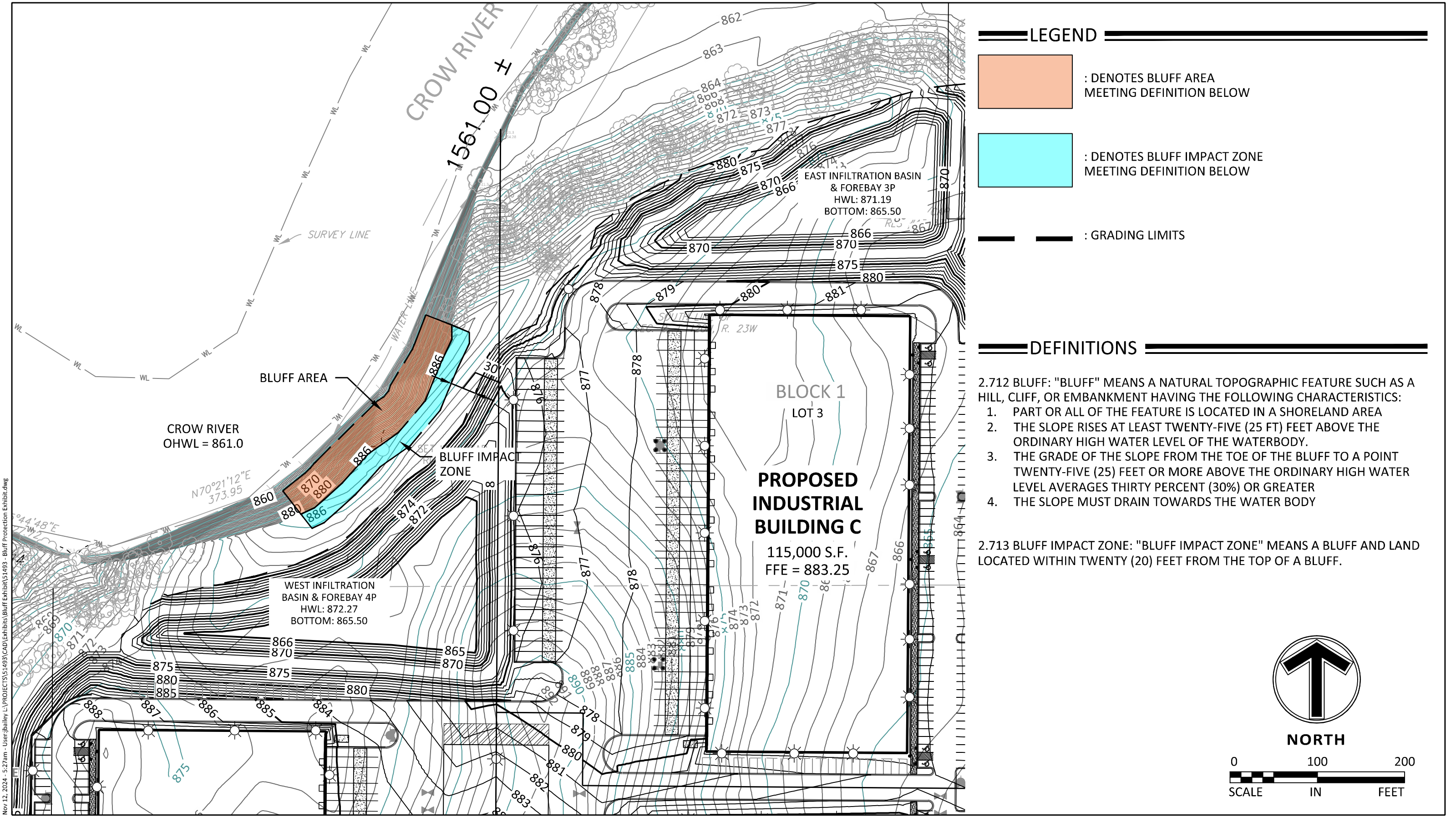
NORTH

LOOKING EAST FROM RASPBERRY DRIVE

SOUTH

PLAN VIEW





Nov 12, 2024 - 5:27am - User:bailey.L\PROJECTS\51493\CAD\Exhibits\Bluff Exhibit\51493 - Bluff Protection Exhibit.dwg

DRAWN BY: JDB

DESIGNED BY:

CHECKED BY:

ISSUED: 11/12/2024

REVISION: 1

REV DATE:



Sambatek
www.sambatek.com
Engineering | Surveying | Planning | Environmental

BLUFF OFFSET EXHIBIT

CP WEST, LLC.

NORTHDALE BOULEVARD INDUSTRIAL

ROGERS, MN

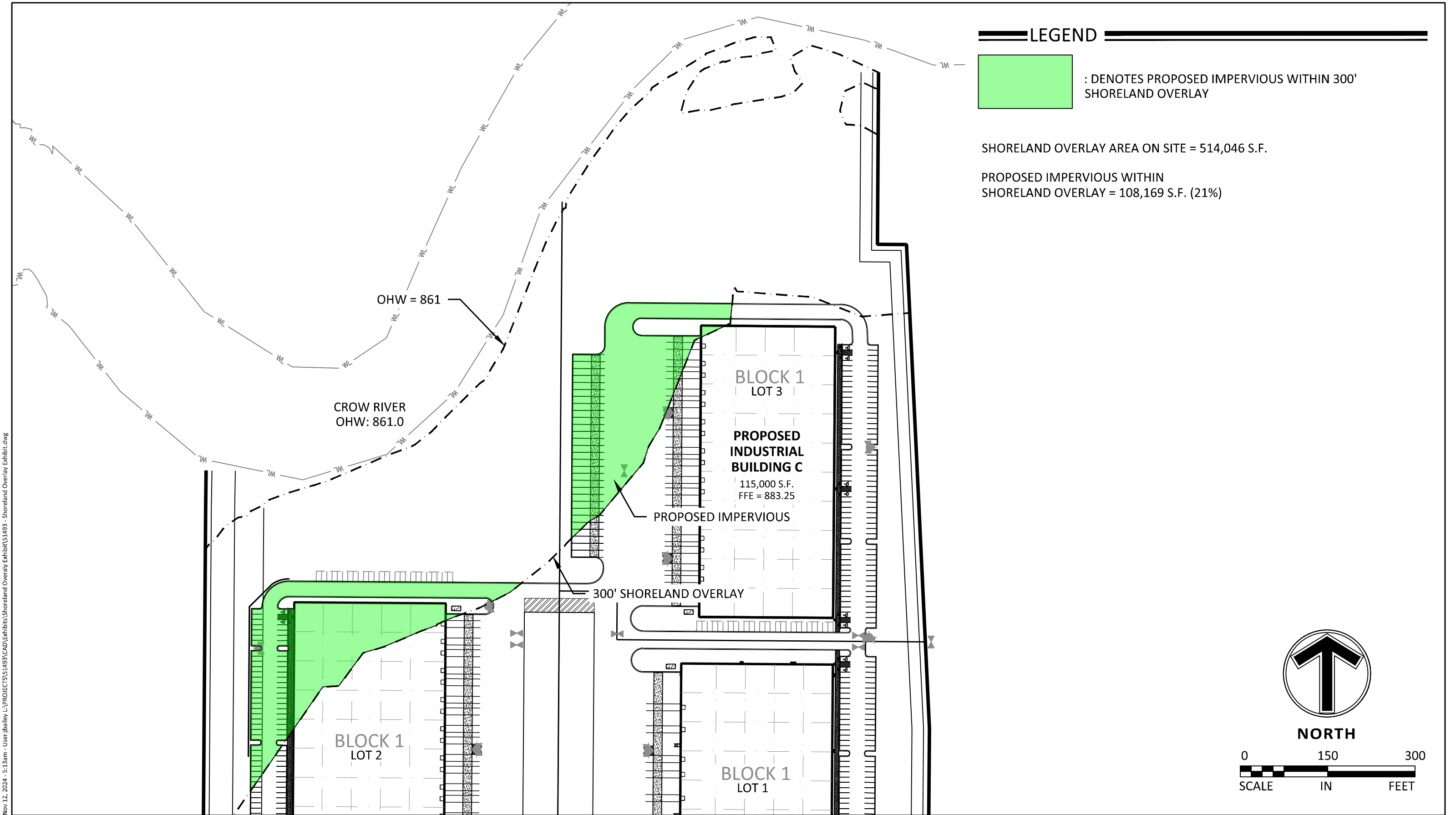
SHEET

1

PROJECT NO: 51493

Page 433 of 520

Nov 12, 2024 - 5:13am - User:bailey L:\PROJECTS\51493\CAD\Exhibits\Shoreland Overlay Exhibit\51493 - Shoreland Overlay Exhibit.dwg



DRAWN BY:	JDB
DESIGNED BY:	
CHECKED BY:	
ISSUED:	11/12/2024
REVISION:	1
REV DATE:	000000



Sambatek
www.sambatek.com
Engineering | Surveying | Planning | Environmental

SHORELAND OVERLAY EXHIBIT

CP WEST, LLC.
NORTHDALE BOULEVARD INDUSTRIAL
ROGERS, MN



STAFF REPORT

Meeting Date: January 14, 2025

ROGERS CITY COUNCIL

Agenda Item: 7.4

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

Prepared By: Alec Henderson, City Planner

Recommended Council Action

Motion to adopt Ordinances 2024-08, 2024-09, and 2024-10 authorizing the City Code and Zoning Code amendments related to Shoreland Management regulations, contingent on final revisions as negotiated with the DNR.

Motion to approve Resolution 2024-121 authorizing the summary publication of Ordinances 2024-08, 2024-09, and 2024-10.

Overview / Background / Analysis

Over the course of the past year, the City of Rogers has been in the process of updating its Shoreland Management ordinance. Through this process, the city contracted with HKGi to assist in the re-write of this ordinance. Included in the packet for this item is a city council report further detailing this item from HKGi. At the 11/26/2024 meeting, the Council tabled the decision to adopt the new ordinance and requested a Work Session to further discuss the proposed changes and what they mean for existing properties and new development.

Staff Recommendation

Motion to adopt Ordinances 2024-08, 2024-09, and 2024-10 authorizing the City Code and Zoning Code amendments related to Shoreland Management regulations, contingent on final revisions as negotiated with the DNR.

Motion to approve Resolution 2024-121 authorizing the summary publication of Ordinances 2024-08, 2024-09, and 2024-10.

Financial Impact: Not applicable.

Source Fund: Not applicable.

Budgeted? Yes

Supporting Documentation

- A. Ordinance 2024-08 Shoreland Related Definitions Update
- B. Ordinance 2024-09 - Shoreland Updates - Stormwater 117-7
- C. Ordinance 2024-10 Shoreland Management add Section 125-100 20241120 DNR

Revisions

- D. Resolution 2024-121 Shoreland Management Ordinances Summary
- E. Conditional Approval Letter from DNR
- F. Shoreline buffer map (Lakes)
- G. Zoning and Shoreland Map
- H. Land Use and Shoreline Map

City Council Report

To: City Council
From: Rita Trapp, Consulting Planner
Date: November 20, 2024
Subject: Consideration of Shoreland Management Regulations
Meeting Date: November 26, 2024

The City has been working with the Department of Natural Resources (DNR) on preparing revised regulations for shoreland management. The intent of the revised regulations is to protect natural resources while implementing the City's vision regarding development. The amendment process has involved numerous meetings with the DNR as state rules require the DNR approval for City adoption of any new regulations. The City Council is being requested to adopt three ordinances which will repeal and replace the City's existing shoreland regulations, make a few adjustments to definitions within the zoning code's, and add a few regulations to the City's stormwater management chapter.

Shoreland Regulations Overview

Minnesota's shoreland regulations date back to the 1969 when the state's Shoreland Management Act was passed. While the minimum development standards are located in MN Rules 6120.2500 to 6120.3900, the regulations are administered through local ordinances. In 2004 the City adopted the regulations currently in effect. The City last made adjustments to its shoreland regulations in early 2023 when additional lakes were added to the public waters inventory. These lakes came under the City's jurisdiction due to the merger with Hassan Township.

To assist cities with adopting regulations that meet state rules, the DNR has a model ordinance. The City's current regulations were drafted based on the model ordinance available in 2004. The proposed regulations have been crafted following the latest model ordinance. As a result, a complete repeal and replacement of the existing regulations is being proposed.

As shown in the attached map, the shoreland regulations affect any property located with 1,000 feet of a lake and 300 feet of a river/stream. The public waters inventory includes one recreational development lake, eight natural environment lakes, one agriculture river, and one tributary stream.

Update Purpose

A primary reason for the proposed updates is to support implementation of the 2040 Comprehensive Plan. Within the Comprehensive Plan, the City established a vision that Rogers would both be a community of choice, providing attainable housing for all persons and comprised of vibrant neighborhoods, as well as a community of quality environments,

respecting and protecting its natural, historical, and cultural resources. The Metropolitan Council designated the eastern and central portions of the City, as “Emerging Suburban Edge.” Land within this designation must be planned for development at an average density of 3 to 5 units per net acre. The strict application of the current shoreland regulations challenges the City’s ability to meet the vision set forth in the Comprehensive Plan due to the significantly large lots required around all of the City’s natural environment lakes.

Since the completion of the City’s most recent Comprehensive Plan in 2020, 7 natural environment lakes and 1 recreational development lake were added to the City’s list of public waters. Of these lakes, Tilton, Whiteford, ID 67798, ID 66249 and ID 70437 used to be designated as wetlands. Development restrictions around public waters, particularly natural environment lakes, are more stringent and affect more land than those for wetlands. To address this issue, the proposed regulations propose an alternative development standard that an applicant can chose to use for their project.

Proposed Regulations

In the proposed regulations the City is seeking to establish alternative development standards (see section j) that provide more flexibility relative to lot sizes than the standard regulations. Notable features of the proposed alternative standards regulations include:

- 1) Applicants will have a choice as to whether to use the standard or the alternative standards. As an example of the difference, the minimum lot size for a single family dwelling on a R-2 non-riparian lot for a natural environment lake is 20,000 square feet according to the standard regulations but would be 10,000 square feet with the alternative standards. The City is able to allow reduced lot sizes because of the additional standards established in the alternative standards.
- 2) Shoreland PUDs will no longer be allowed. The DNR did not want the City to have three different options for development within the shoreland district. A PUD from underlying zoning district standards will continue to be allowed and will be processed as a rezoning.
- 3) The alternative standards are available in the R-2, R-3 and R-4 districts.
- 4) Minimum standards for any development include (see graphic):
 - a. Connection to public sewer and water
 - b. Dedication to the City of a strip of land – the size of which depends on the type of lake
 - c. Lot area and width standards that meet the underlying zoning district
 - d. Structures are set back from the OHWL



- 5) The entire project will be held to a maximum impervious surface of 25%. Individual lots will be able to go higher, but will still have a cap of 50% for individual lots and 75% for townhomes. Apartments are allowed up to 75% as well as long as specific best management standards are met.
- 6) An additional standard is being proposed for stormwater management. The standard requires that projects using the Alternative Standard must use either biofiltration or iron-enhanced sand if the development is not able to use infiltration. The requirement is noted both in the shoreland regulations and in Chapter 117 Stormwater Management.
- 7) The entire project will have to have 35% of the area dedicated to open space which meets specific standards. This is a reduction from 50% which is required if one would do a shoreland PUD.

Planning Commission Consideration

The Planning Commission considered the regulations at their November 6, 2024 meeting. The Planning Commission asked clarifying questions about the regulations. One recommendation was to include the ordinary high water level (OHWL) for each lake so it was easy to locate. Staff notes that the lakes that were recently added to the shoreland overlay district do not currently have an OHWL. One of the recommendations after the adoption of the updated shoreland regulations is to formally request the OHWL from the DNR and then add all of the OHWLs to the shoreland regulations. After discussion, the Planning Commission recommended the City Council adopt the proposed ordinances.

Supplemental Changes

After the Planning Commission meeting, the DNR reached out to the City requesting additional modifications to the draft regulations. The proposed changes are included in the draft ordinances for City Council consideration. The Council is advised that the DNR is still reviewing the proposed revisions, particularly the enhanced landscaping requirements described below. The following are the changes requested by the DNR subsequent to the Planning Commission meeting:

- 1) Revise the definition of buffer to "An area of natural, unmaintained, vegetated ground cover abutting or surrounding a public water" rather than referring to the definition of buffer in Minnesota Statutes. This definition comes from the Elm Creek Watershed.
- 2) Clarify in multiple places that "After December 31, 2024, a planned unit development in the shoreland overlay district shall not deviate from Shoreland Management standards in this section."
- 3) Include in the stormwater management section the specific standards for the alternative stormwater methods which are were already being added to Chapter 117. The standards will now be in both locations.
- 4) Add enhanced landscaping requirements to the alternative standards for R-4 Mixed-Density Family Residential and R-5 High Density Residential districts. These standards only apply to lofts, flats, or apartment buildings. These additional standards were

requested because the R-4 and R-5 districts do not have minimum open space requirements.

1. Landscaping for lofts, flats, and apartments

- a. Stormwater management facilities shall be surrounded by a buffer strip meeting the following criteria:
 - i. The buffer strip must be least 10 feet in width.
 - ii. Vegetation within the buffer shall be selected based on the stormwater facility and its ability to support the stormwater treatment and provide habitat.
 - iii. Both an establishment plan and a maintenance plan shall be adopted as part of the approval process. The establishment plan shall require owner responsibility for reseeding and/or replanting within the first two years as needed.
- b. Open areas of the site must be planted to provide:
 - i. At least one (1) overstory tree for every 150 lineal feet of site perimeter. The overstory trees shall be placed at least 40 feet apart.
 - ii. At least 30% of the setback areas along the site perimeter shall be planted with two staggered rows of deciduous shrubs. Shrubs shall not be planted closer than four (4) feet on center or five (5) feet from the property line or a fence. Shrubs shall be arranged to lessen the visual gap between the trees.
- c. Riparian developments whose shorelines have been altered by human activity shall restore at least 40% of the shoreline with vegetation consistent with the natural cover of other areas of the shoreline. A planting plan which is acceptable to City Staff shall be submitted that demonstrates how restoration will occur.

City Council Consideration

The proposed regulations are provided as attachments. There are three separate documents as changes are proposed for three areas of the City Code. In two of the areas, definitions and stormwater management, the changes are minimal and are shown with strikeouts and underlines. The last area, the shoreland management section, will be a complete repeal and replace. It is proposed that the new regulations be in Section 125-100 instead of Appendix A, which should be easier to find. As noted previously, the DNR is still reviewing the revised regulations. City Staff is requesting the Council adopt the ordinance contingent on additional DNR revisions as negotiated with the DNR. Staff recommends the following motions:

Motion to Adopt Ordinances 2024-08, 2024-09, and 2024-10 authorizing City Code and Zoning Code amendments related to Shoreland Management regulations contingent on final revisions as negotiated with DNR.

Motion to Approve Resolution 2024-121 Authorizing Summary Publication of Ordinance 2024-08, 2024-09, and 2024-10.

**CITY OF ROGERS
ORDINANCE NO. 2024-08**

**AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE
DEFINITIONS RELATED TO SHORELAND REGULATIONS IN THE
CITY OF ROGERS**

THE CITY COUNCIL OF THE CITY OF ROGERS, MINNESOTA, HEREBY ORDAINS:

SECTION 1. Section 125-102 of the City Code is hereby amended by removing ~~striketthrough~~ language and/or adding the following underlined definitions in their appropriate place in alphabetical order:

~~*Accessory building* means a detached building greater than 200 square feet in size used or intended to be used for the storage of personal property or for agricultural purposes.~~

Accessory structure or facility. Any building or improvement subordinate to a principal use. Examples include: swimming pools, saunas, detached garages, and storage sheds.

Deck: means a horizontal, unenclosed platform with or without attached railings, seats, trellises, or other features, attached or functionally related to a principal use or site and at any point extending more than three feet above ground. ~~above grade (also "Open porch").~~

Planned unit development means a unified development project that may include multiple buildings or uses within a single development scheme, on one of more parcels of land, and which provides development design, style, amenities, uses, or other elements which exceed the City's normally applicable zoning standards, and which, following the prescribed process, may vary from those City established standards to achieve said design, style, amenities, uses, or other elements. A planned unit development in the shoreland overlay district shall not deviate from Shoreland Management standards found in Sec 125-100.

~~*Public waters* mean all lakes, ponds, swamps, streams, drainageways, floodplains, floodways, natural water courses, underground water resources, and similar features involving, directly or indirectly, the use of water within the community.~~

Public waters. Any water as defined in Minnesota Statutes, Section 103G.005, Subd. 15, 15a.

Subdivision. The separation of an area, parcel, or tract of land into two or more parcels, tracts, lots, or long-term leasehold interests.

SECTION 2. This Ordinance shall take effect and be in force immediately after its passage and publication in accordance with applicable law.

Dated the 14th day of January, 2024.

Mayor

ATTEST:

City Clerk

**CITY OF ROGERS
ORDINANCE NO. 2024-09**

**AN ORDINANCE AMENDING THE CITY OF ROGERS CITY CODE
CHAPTER 117 STORMWATER MANAGEMENT, SECTION 117-7
RELATED TO SHORELAND DISTRICT REGULATIONS**

THE CITY COUNCIL OF THE CITY OF ROGERS, MINNESOTA, HEREBY ORDAINS:

SECTION 1. Section 117-7 of the City Code is hereby amended by adding the following Underlined language in subsection 117-7 (g):

- (g) Stormwater management criteria for permanent facilities.
 - (1) An applicant shall install or construct, on or for the proposed land disturbing or development activity, all stormwater management facilities necessary to manage increased runoff so that the two-year, ten-year, and 100-year storm peak discharge rates existing before the proposed development shall not be increased and accelerated channel erosion will not occur as a result of the proposed land disturbing or development activity. The city may approve the applicant to make an in-kind or monetary contribution to the development and maintenance of community stormwater management facilities designed to serve multiple land disturbing and development activities undertaken by one or more persons, including the applicant.
 - (2) The applicant shall give consideration to reducing the need for stormwater management facilities by incorporating the use of natural topography and land cover such as wetlands, ponds, natural swales and depressions as they exist before development to the degree that they can accommodate the additional flow of water without compromising the integrity or quality of the wetland or pond.
 - (3) The following stormwater management practices shall be investigated in developing a stormwater management plan in the following descending order of preference:
 - a. Natural infiltration of precipitation on-site;
 - b. Flow attenuation by use of open vegetated swales and natural depressions;
 - c. Stormwater detention or retention facilities.
 - (4) A combination of successive practices may be used to achieve the applicable minimum control requirements specified in subsection (1) above. Justification shall be provided by the applicant for the method selected.
 - (5) Subdivisions developed in accordance with the Alternative Development Standards in the Shoreland Overlay District must use biofiltration or iron-enhanced sand if infiltration is not possible. Standards for these alternative methods include:

- a. If biofiltration is used, the required stormwater runoff treatment volume shall be multiplied by 1.82 (e.g. 55% filtration credit).
- b. If iron-enhanced sand is used as a filtration media, the required stormwater treatment volume shall be multiplied by 1.25 (e.g. 80% filtration credit).

...

SECTION 2. This Ordinance shall take effect and be in force immediately after its passage and publication in accordance with applicable law.

Dated the 14th day of January, 2025.

Mayor

ATTEST:

City Clerk

**CITY OF ROGERS
ORDINANCE NO. 2024-10**

**AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE
RELATED TO SHORELAND REGULATIONS IN THE CITY OF
ROGERS**

THE CITY COUNCIL OF THE CITY OF ROGERS, MINNESOTA, HEREBY ORDAINS:

SECTION 1. REPEAL. Appendix A, Shoreland Protection, is hereby repealed in its entirety.

SECTION 2. AMEND. ARTICLE 125-VI – FLOODPLAIN title is hereby amended as follows (strikethrough language is removed language, underlined language is added language):

ARTICLE 125-VI ~~FLOODPLAIN~~ ENVIRONMENTAL PROTECTION

SECTION 3. INSERT. The below language is hereby inserted and adopted into the Unified Development Code as Section 125-100 Shoreland Management under ARTICLE 125-VI ENVIRONMENTAL PROTECTION:

Sec. 125-100 Shoreland Management

(a) Statutory Authorization and Policy

- (1) Statutory Authorization. This shoreland ordinance is adopted pursuant to the authorization and policies contained in Minnesota Statutes, Chapter 103F, Minnesota Rules, Parts 6120.2500 - 6120.3900, and the planning and zoning enabling legislation in Minnesota Statutes, Chapter 462.
- (2) Policy. The Legislature of Minnesota has delegated responsibility to local governments of the state to regulate the subdivision, use and development of the shorelands of public waters and thus preserve and enhance the quality of surface waters, conserve the economic and natural environmental values of shorelands, and provide for the wise use of waters and related land resources. This responsibility is hereby recognized by the City of Rogers.

(b) General Provisions and Definitions

- (1) Jurisdiction. The provisions of this ordinance apply to the shorelands of the public water bodies as classified in **Subsection (d)(1)** of this ordinance. Pursuant to Minnesota Rules, Parts 6120.2500 - 6120.3900, no lake, pond, or flowage less than 10 acres in size in municipalities or 25 acres in size in unincorporated areas need be regulated in a local government's shoreland regulations. A body of water created by a private user where there was no previous shoreland may, at the discretion of the governing body, be exempt from this ordinance.
- (2) Abrogation and Greater Restrictions. It is not intended by this ordinance to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions.

However, where this ordinance imposes greater restrictions, the provisions of this ordinance shall prevail. All other ordinances inconsistent with this ordinance are hereby repealed to the extent of the inconsistency only.

- (3) Definitions. Unless specifically defined below, words or phrases used in this ordinance shall be interpreted to give them the same meaning they have in common usage and to give this ordinance its most reasonable application. For the purpose of this ordinance, the words “must” and “shall” are mandatory and not permissive. All distances, unless otherwise specified, are measured horizontally.

Bluff. A topographic feature such as a hill, cliff, or embankment having the following characteristics:

1. Part or all of the feature is located in a shoreland area;
2. The slope must drain toward the waterbody;
3. The slope rises at least 25 feet above the ordinary high water level; and
4. The grade of the slope from the toe of the bluff to a point 25 feet or more above the ordinary high water level averages 30 percent or greater (see Figure 1), except that an area with an average slope of less than 18 percent over a distance of at least 50 feet shall not be considered part of the bluff (see Figure 2).

Figure 1. Illustration of Bluff

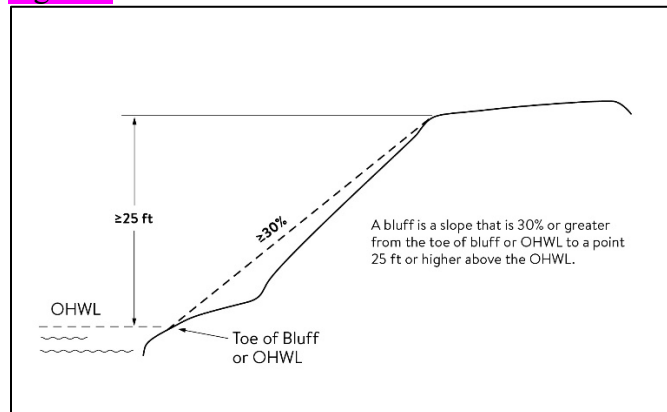
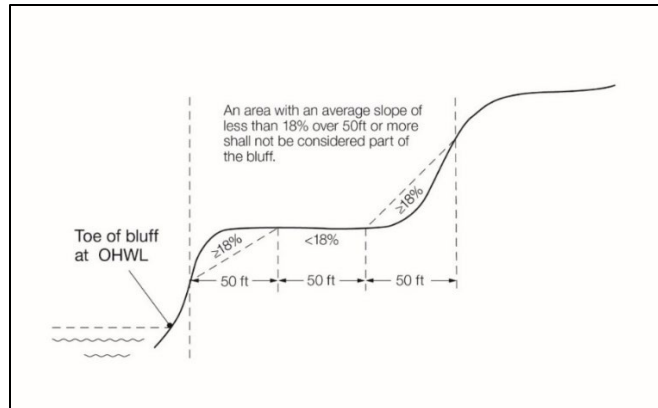


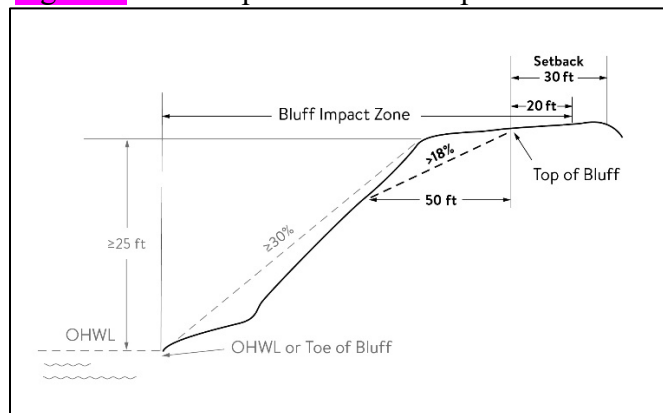
Figure 2. Exception to Bluff



Bluff impact zone. (BIZ) A bluff and land located within 20 feet of the top of a bluff.

See Figure 3

Figure 3. Bluff Impact Zone and Top of Bluff



Bluff, Toe of. The lower point of a 50-foot segment with an average slope exceeding 18 percent or the ordinary high water level, whichever is higher. See Figure 3.

Bluff, Top of. For the purposes of measuring setbacks, bluff impact zone, and administering vegetation management standards, the higher point of a 50-foot segment with an average slope exceeding 18 percent. See Figure 3.

Boathouse. A facility as defined by Minnesota Statutes, Section 103G.245.

Buffer, shoreland. An area of natural, unmaintained, vegetated ground cover abutting or surrounding a public water.

Commercial use. The principal use of land or buildings for the sale, lease, rental, or trade of products, goods, and services.

Commissioner. The commissioner of the Department of Natural Resources.

Controlled access lot. A lot used to access public waters or as a recreation area for owners of nonriparian lots within the same subdivision containing the controlled access lot.

Duplex, triplex, and quad. A dwelling structure on a single lot, having two, three, and four units, respectively, attached by common walls and each unit equipped with separate sleeping, cooking, eating, living, and sanitation facilities.

Dwelling site. A designated location for residential use by one or more persons using temporary or movable shelter, including camping and recreational vehicle sites.

Dwelling unit. Any structure or portion of a structure, or other shelter designed as short- or long-term living quarters for one or more persons, including rental or timeshare accommodations such as motel, hotel, and resort rooms and cabins.

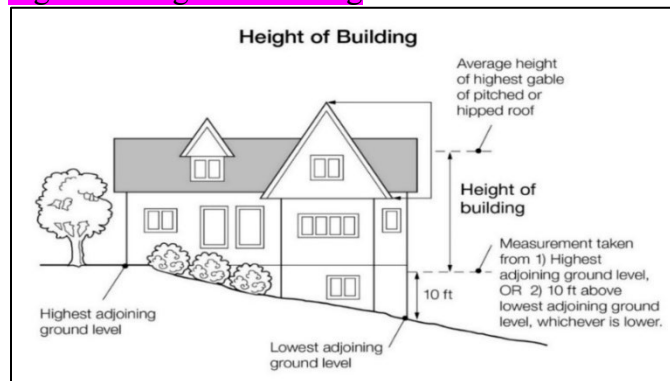
Expansion. Any increase in a dimension such as number of units or size, area, volume, or height of an existing structure or accessory structure or facility.

Extractive use. The use of land for surface or subsurface removal of sand, gravel, rock, industrial minerals, other nonmetallic minerals, and peat not regulated under Minnesota Statutes, Sections 93.44 to 93.51.

Guest cottage. A structure used as a dwelling unit that may contain sleeping spaces and kitchen and bathroom facilities in addition to those provided in the primary dwelling unit on a lot.

Height of building. The vertical distance between the highest adjoining ground level at the building or ten feet above the lowest adjoining ground level, whichever is lower, and the highest point of a flat roof or average height of the highest gable of a pitched or hipped roof (see Figure 4).

Figure 4. Height of Building



Impervious surface. A constructed hard surface that prevents or retards entry of water into the soil and causes water to run off the surface in greater quantities and at an increased rate of flow than prior to development, including rooftops; decks; sidewalks; patios; swimming pools; parking lots; concrete, asphalt, gravel driveways, or permeable pavers; and other similar surfaces.

Improvement. Making an existing structure or accessory structure or facility of better quality, more efficient, or more aesthetically pleasing, that does not replicate what pre-existed, but does not include an expansion, enlargement, or intensification.

Industrial use. The use of land or buildings for the production, manufacture, warehousing, storage, or transfer of goods, products, commodities, or other wholesale items.

Intensive vegetation clearing. The complete removal of trees or shrubs in a contiguous patch, strip, row, or block.

Maintenance and repair. Upkeep or preservation of an existing structure or accessory structure or facility against normal wear and tear or degradation over time that does not change exterior dimensions. Examples include the rehabilitation or replacement of windows, siding, a roof, or exterior finishes such as paint or stain.

Nonconformity. Any legal use, structure or parcel of land already in existence, recorded, or authorized before the adoption of official controls or amendments to

those controls that would not have been permitted to become established under the terms of the official controls as now written.

Ordinary high water level (OHWL). The boundary of public waters and wetlands, and shall be an elevation delineating the highest water level which has been maintained for a sufficient period of time to leave evidence upon the landscape, commonly that point where the natural vegetation changes from predominantly aquatic to predominantly terrestrial. For watercourses, the ordinary high water level is the elevation of the top of the bank of the channel. For reservoirs and flowages, the ordinary high water level is the operating elevation of the normal summer pool. An OHWL established for a waterbody by the Minnesota Department of Natural Resources will constitute the OHWL under this definition.

Project area. The gross area of the project being proposed in a subdivision or site plan application. This shall include lands which may be dedicated to the public as part of the subdivision, preserved in an easement or similar preservation instrument, or overseen by a homeowners association.

Replacement and restoration. Reconstruction of part or all of an existing structure or accessory structure or facility that closely matches or replicates the preexisting structure or facility.

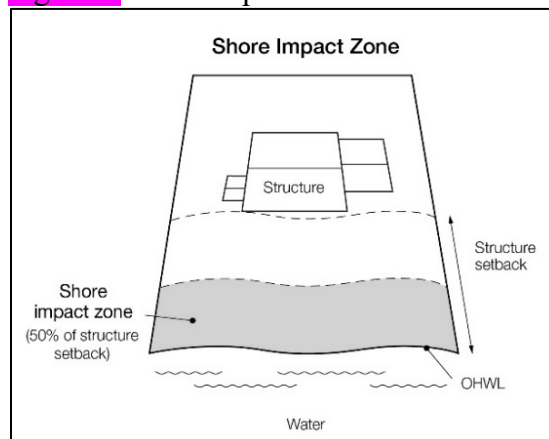
Semipublic use. The use of land by a private, nonprofit organization to provide a public service that is ordinarily open to some persons outside the regular constituency of the organization.

Sewage treatment system. “Sewage treatment system” has the meaning given under Minnesota Rules, part 7080.1100, Subp. 82.

Sewer system. Pipelines or conduits, pumping stations, and force main, and all other construction, devices, appliances, or appurtenances used for conducting sewage or industrial waste or other wastes to a point of ultimate disposal.

Shore impact zone. (SIZ) Land located between the ordinary high water level of a public water and a line parallel to it at a setback of 50 percent of the structure setback (see Figure 6).

Figure 6. Shore Impact Zone

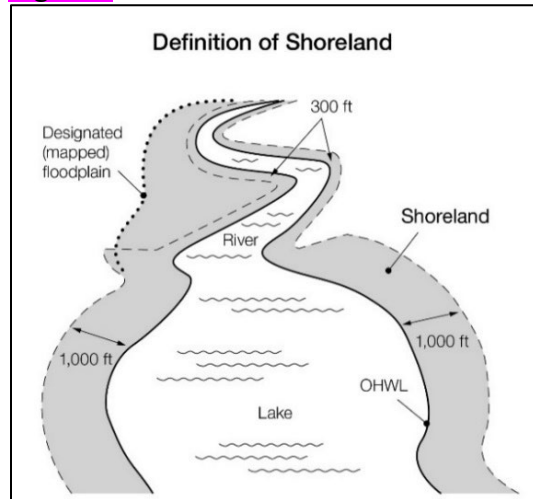


Shoreland. “Shoreland” means land located within the following distances from public waters:

1. 1,000 feet from the ordinary high water level of a lake, pond, or flowage; and

2. 300 feet from a river or stream, or the landward extent of a floodplain designated by ordinance on a river or stream, whichever is greater (see Figure 7).

Figure 7. Definition of Shoreland



Shore recreation facilities. Swimming areas, docks, watercraft mooring areas and launching ramps and other water recreation facilities.

Significant historic site. Any archaeological site, standing structure, or other property that meets the criteria for eligibility to the National Register of Historic Places or is listed in the State Register of Historic Sites, or is determined to be an unplatted cemetery that falls under the provisions of Minnesota Statutes, Section 307.08. A historic site meets these criteria if it is presently listed on either register or if it is determined to meet the qualifications for listing after review by the Minnesota state archaeologist or the director of the Minnesota Historical Society. All unplatted cemeteries are automatically considered to be significant historic sites.

Steep slope. Lands having average slopes over 12 percent, as measured over horizontal distances of 50 feet or more, which are not bluffs.

Structure. Any building or appurtenance, including decks, except aerial or underground utility lines, such as sewer, electric, telephone, telegraph, gas lines, towers, poles, and other supporting facilities.

Suitability analysis. An evaluation of land to determine if it is appropriate for the proposed use. The analysis considers factors relevant to the proposed use and may include the following features: susceptibility to flooding; existence of wetlands; soils, erosion potential; slope steepness; water supply, sewage treatment capabilities; water depth, depth to groundwater and bedrock, vegetation, near-shore aquatic conditions unsuitable for water-based recreation; fish and wildlife habitat; presence of significant historic sites; or any other relevant feature of the natural land.

Variance. "Variance" means the same as that defined in Minnesota Statutes, Section 462.357 Subd. 6 (2).

Water-oriented accessory structure or facility. A small, above ground building or other improvement, except stairways, fences, docks, and retaining walls, which, because of the relationship of its use to surface water, reasonably needs to be located closer to public waters than the normal structure setback. Examples of such

structures and facilities include, watercraft and watercraft equipment storage structures, gazebos, screen houses, fish houses, pump houses, patios, and detached decks. Boathouses and boat storage structures given the meaning under Minnesota Statutes, Section 103G.245 are not a water-oriented accessory structures.

Water-dependent use. The use of land for commercial, industrial, public or semi-public purposes, where access to and use of a public water is an integral part of the normal conduct of operation. Marinas, resorts, and restaurants with transient docking facilities are examples of uses typically found in shoreland areas.

Wetland. “Wetland” has the meaning given under Minnesota Rule, part 8420.0111.

(c) Administration

- (1) Purpose. The purpose of this Section is to identify administrative provisions to ensure the ordinance is administered consistent with its purpose.
- (2) Permits.
 - a. A permit is required for the construction of buildings or building additions (including construction of decks and signs), the installation and/or alteration of sewage treatment systems, and those grading and filling activities not exempted by **Subsection (h)(3)** of this ordinance.
 - b. As required by the building official, a certificate of compliance, consistent with Minnesota Rules Chapter 7082.0700 Subp. 3, is required whenever a permit or variance of any type is required for any new construction on the property. A sewage treatment system shall be considered compliant if the only deficiency is the system’s improper setback from the ordinary high water level.
- (3) Application materials. Application for permits and other zoning applications such as variances shall be made to the Zoning Administrator on the forms provided. The application shall include the necessary information so that the Zoning Administrator can evaluate how the application complies with the provisions of this ordinance.
- (4) Subdivisions. Residential subdivisions within the Shoreland Overlay District shall either meet **Subsection (f)** Dimensional and General Performance Standards or **Subsection (j)** Residential Alternative Dimensional Standards. After December 31, 2024, a planned unit development in the shoreland overlay district shall not deviate from Shoreland Management standards in this section.
- (5) Variances. Variances may only be granted in accordance with Minnesota Statutes, Section 462.357 and are subject to the following:
 - a. A variance may not circumvent the general purposes and intent of this ordinance; and
 - b. As required by the building official, for properties with existing sewage treatment systems, a certificate of compliance, consistent with Minnesota Rules Chapter 7082.0700 Subp. 3, is required for variance approval or new construction. A sewage treatment system shall be considered compliant if the

only deficiency is the system's improper setback from the ordinary high water level.

- (6) Conditional Uses. All conditional uses in the shoreland area are subject to a thorough evaluation of the waterbody and the topographic, vegetation, and soil conditions to ensure:
- a. The prevention of soil erosion or other possible pollution of public waters, both during and after construction;
 - b. The visibility of structures and other facilities as viewed from public waters is limited;
 - c. There is adequate water supply and on-site sewage treatment; and
 - d. The types, uses, and numbers of watercraft that the project will generate are compatible in relation to the suitability of public waters to safely accommodate these watercrafts.
- (7) Mitigation.
- a. In evaluating all variances, conditional uses, zoning and building permit applications, the zoning authority shall require the property owner to address, when appropriate, the following conditions, when related to and proportional to the impact, to meet the purpose of this ordinance, to protect adjacent properties, and the public interest:
 1. Advanced storm water runoff management treatment;
 2. Reducing impervious surfaces;
 3. Increasing setbacks from the ordinary high water level;
 4. Restoration of wetlands;
 5. Limiting vegetation removal and/or riparian vegetation restoration;
 6. Provisions for the location, design, and use of structures, sewage treatment systems, water supply systems, watercraft launching and docking areas, and parking areas; and
 7. Other conditions the zoning authority deems necessary.
 - b. In evaluating plans to construct sewage treatment systems, roads, driveways, structures, or other improvements on steep slopes, conditions to prevent erosion and to preserve existing vegetation screening of structures, vehicles, and other facilities as viewed from the surface of public waters assuming summer, leaf-on vegetation shall be attached to permits.
- (8) Nonconformities.

- a. All legally established nonconformities as of the date of this ordinance may continue, but will be managed according to Minnesota Statutes, Section 462.357 Subd. 1e and other regulations of this community for alterations and additions; repair after damage;
- b. All additions or expansions to the outside dimensions of an existing nonconforming structure must meet the setback, height, lowest floor elevations, and other requirements of Subsections (e) to (h) of this ordinance. Any deviation from these requirements must be authorized by a variance.

(9) Notifications to the Department of Natural Resources.

- a. All amendments to this shoreland ordinance must be submitted to the Department of Natural Resources for review and approval for compliance with the statewide shoreland management rules.
- b. All notices of public hearings to consider variances, ordinance amendments, or conditional uses under shoreland management controls must be sent to the commissioner or the commissioner's designated representative at least ten (10) days before the hearings. Notices of hearings to consider proposed subdivisions/plats must include copies of the subdivision/plat.
- c. All approved ordinance amendments and subdivisions/plats, and final decisions approving variances or conditional uses under local shoreland management controls must be sent to the commissioner or the commissioner's designated representative and postmarked within ten days of final action. When a variance is approved after the Department of Natural Resources has formally recommended denial in the hearing record, the notification of the approved variance shall also include the summary of the public record/testimony and the findings of facts and conclusions which supported the issuance of the variance.
- d. Any request to change the shoreland management classification of public waters within the City of Rogers must be sent to the commissioner or the commissioner's designated representative for approval, and must include a resolution and supporting data as required by Minnesota Rules, part 6120.3000, subp.4.
- e. Any request to reduce the boundaries of shorelands of public waters within the City of Rogers must be sent to the commissioner or the commissioner's designated representative for approval and must include a resolution and supporting data. The boundaries of shorelands may be reduced when the shoreland of water bodies with different classifications overlap. In these cases, the topographic divide between the water bodies shall be used for adjusting the boundaries.

(10) Mandatory EAW. An Environmental Assessment Worksheet consistent with Minnesota Rules, Chapter 4410 must be prepared for projects meeting the

thresholds of Minnesota Rules, part 4410.4300, Subparts 19a, 20a, 25, 27, 28, 29, and 36a.

(d) Shoreland Classification System and Land Uses

(1) Shoreland Classification System.

a. Purpose. To ensure that shoreland development on the public waters of the City of Rogers is regulated consistent with the classifications assigned by the commissioner under Minnesota Rules, part 6120.3300.

b. Lakes are classified as follows:

1. Recreational development (RD)

Recreational Development Lake Name	DNR Public Waters I.D. #
Sylvan	27017100

2. Natural environment (NE)

Natural Environment Lake Name	DNR Public Waters I.D. #
Cowley	27016900
Grass	27013500
Henry	27017500
Tiltons	27017300
Whiteford	27017200
Unnamed	27016700
Unnamed	27029700
Unnamed	27030500

c. Rivers and Streams are classified as follows:

1. Agriculture

Agriculture River Name	Legal Description
South Fork Crow River	Section 16, T120N, R23W

2. Tributary

Tributary Stream Name	Legal Description
Fox Creek	Sections 15, 16, 22, and 23; T120N; R23W

d. All public rivers and streams shown on the Public Waters Inventory Map for Hennepin County, a copy of which is adopted by reference, not given a classification in **Subsection (c) above** shall be considered “Tributary.”

(2) Land Uses.

- a. Purpose. To identify land uses that are compatible with the protection and preservation of shoreline resources in order to conserve the economic and environmental values of shoreland and sustain water quality.
- b. The land uses allowable for the Shoreland Overlay District shall follow the permitted, conditional, interim, and accessory use designations as defined and outlined in the underlying zoning district.

(e) Special Land Use Provisions

(1) Commercial, Industrial, Public, and Semipublic Use Standards.

- a. Water-dependent uses may be located on parcels or lots with frontage on public waters provided that:
 - 1. The use complies with provisions of **Subsection (g)**;
 - 2. The use is designed to incorporate topographic and vegetative screening of parking areas and structures;
 - 3. Uses that require short-term watercraft mooring for patrons must centralize these facilities and design them to avoid obstructions of navigation and to be the minimum size necessary to meet the need; and
 - 4. Uses that depend on patrons arriving by watercraft may use signs and lighting, provided that:
 - (i) Signs placed in or on public waters must only convey directional information or safety messages and may only be placed by a public authority or under a permit issued by the county sheriff; and
 - (ii) Signs placed within the shore impact zone are:
 - (i) No higher than ten feet above the ground, and no greater than 32 square feet in size; and
 - (ii) If illuminated by artificial lights, the lights must be shielded or directed to prevent illumination across public waters; and
 - (iii) Other lighting may be located within the shore impact zone or over public waters if it is used to illuminate potential safety hazards and is shielded or otherwise directed to prevent direct illumination across public waters. This does not preclude use of navigational lights.
- b. Commercial, industrial, public, and semi-public uses that are not water-dependent must be located on lots or parcels without public waters frontage, or, if located on lots or parcels with public waters frontage, must either be set back double the ordinary high water level setback or be substantially screened from view from the water by vegetation or topography, assuming summer, leaf-on conditions.

(2) Agriculture Use Standards

a. Buffers.

1. The shore impact zone for parcels with permitted agricultural land uses is an area with a 50-foot average width and a 30-foot minimum width, as measured from the ordinary high water level if identified, or the top or crown of bank or normal water level as provided by Minnesota Statutes, Section 103F.48, subd. 3(c), whichever is applicable.
2. General cultivation farming, grazing, nurseries, horticulture, truck farming, sod farming, and wild crop harvesting are permitted uses if steep slopes and shore and bluff impact zones are maintained in perennial vegetation or operated under an approved conservation plan that includes alternative riparian water quality practices based on the Natural Resources Conservation Service field office technical guide (FOTG), practices approved by the Board of Water and Soil Resources (BWSR), or practices based on local conditions and as approved by the local soil and water conservation district that are consistent with the FOTG.

b. New animal feedlots are not allowed in shoreland. Modifications or expansions to existing feedlots or resumption of old feedlots are conditional uses and must meet the following standards:

1. Feedlots must be designed consistent with Minnesota Rules, Chapter 7020;
2. Feedlots must not further encroach into the existing ordinary high water level setback or the bluff impact zone and must not expand to a capacity of 1,000 animal units or more; and,
3. Old feedlots not currently in operation may resume operation consistent with Minnesota Statutes, Section 116.0711.

c. Extractive Use Standards. Extractive uses are conditional uses and must meet the following standards:

1. Site Development and Restoration Plan. A site development and restoration plan must be developed, approved, and followed over the course of operation. The plan must:
 - (i) Address dust, noise, possible pollutant discharges, hours and duration of operation, and anticipated vegetation and topographic alterations;
 - (ii) Identify actions to be taken during operation to mitigate adverse environmental impacts, particularly erosion; and
 - (iii) Clearly explain how the site will be rehabilitated after extractive activities end.

2. Setbacks for Processing Machinery. Processing machinery must meet structure setback standards from ordinary high water levels and from bluffs.

(f) Dimensional and General Performance Standards

- (1) Purpose. To establish dimensional and performance standards that protect shoreland resources from impacts of development.
- (2) Lot Area and Width Standards. After the effective date of this ordinance, all new lots must meet the minimum lot area and lot width requirements in **Subsections (f)(2)e and (f)(2)f below**, subject to the following standards:
 - a. Only lands above the ordinary high water level and excluding right-of-way can be used to meet lot area and width standards;
 - b. Lot width standards must be met at both the ordinary high water level and at the building line;
 - c. The sewer lot area dimensions can only be used if publicly owned sewer system service is available to the property;
 - d. Residential subdivisions with dwelling unit densities exceeding those in **Sections (f)(2)e and (f)(2)f** are allowed only if designed and approved using the Residential Alternative Design Standards under **Subsection (j)** of this chapter. After December 31, 2024, a planned unit development in the shoreland overlay district shall not deviate from Shoreland Management standards in this section.; and
 - e. Standard Lake Minimum Lot Area and Width Standards:

1. Recreational development lake – No sewer

Lot Type	Riparian Lot Area (sf)	Riparian Lot Width (ft)	Nonriparian Lot Area (sf)	Nonriparian Lot Width (ft)
Single	40,000	150	40,000	150
Duplex	80,000	225	80,000	265
Triplex	120,000	300	120,000	375
Quad	160,000	375	160,000	490

2. Recreational development lake – Sewer

Lot Type	Riparian Lot Area (sf)	Riparian Lot Width (ft)	Nonriparian Lot Area (sf)	Nonriparian Lot Width (ft)
Single	20,000	75	15,000	75
Duplex	35,000	135	26,000	135
Triplex	50,000	195	38,000	190
Quad	65,000	255	49,000	245

3. Natural environment lake – No sewer

Lot Type	Riparian Lot Area (sf)	Riparian Lot Width (ft)	Nonriparian Lot Area (sf)	Nonriparian Lot Width (ft)
Single	80,000	200	80,000	200
Duplex	120,000	300	160,000	400
Triplex	160,000	400	240,000	600
Quad	200,000	500	320,000	800

4. Natural environment lake – Sewer

Lot Type	Riparian Lot Area (sf)	Riparian Lot Width (ft)	Nonriparian Lot Area (sf)	Nonriparian Lot Width (ft)
Single	40,000	125	20,000	125
Duplex	70,000	225	35,000	220
Triplex	100,000	325	52,000	315
Quad	130,000	425	65,000	410

- f. Standard River/Stream Minimum Lot Width Standards. There are no minimum lot area requirements for rivers and streams. The lot width standards in feet are:

Lot Type	Agriculture	Tributary No Sewer	Tributary Sewer
Single	150	100	75
Duplex	225	150	115
Triplex	300	200	150
Quad	375	250	190

(3) Special Residential Lot Provisions.

- a. If allowed by underlying zoning district, one guest cottage may be allowed on lots meeting or exceeding the duplex lot area and width dimensions presented in Subsections (f)(2)e and (f)(2)f, provided the following standards are met:
1. For lots exceeding the minimum lot dimensions of duplex lots, the guest cottage must be located within an area equal to the smallest duplex-sized lot that could be created including the principal dwelling unit;
 2. A guest cottage must not cover more than 700 square feet of land surface and must not exceed 15 feet in height; and
 3. A guest cottage must be located or designed to reduce its visibility as viewed from public waters and adjacent shorelands by vegetation, topography, increased setbacks or color, assuming summer leaf-on conditions.

- b. No new private controlled access lots are allowed after **December 31, 2024**. Any changes to existing controlled access lots must meet the regulations set forth in Minnesota Rules 6120.3300, subpart 2 (E).
- c. Access Easements. Easements providing access to boat docking and mooring facilities to non-riparian property owners are prohibited.

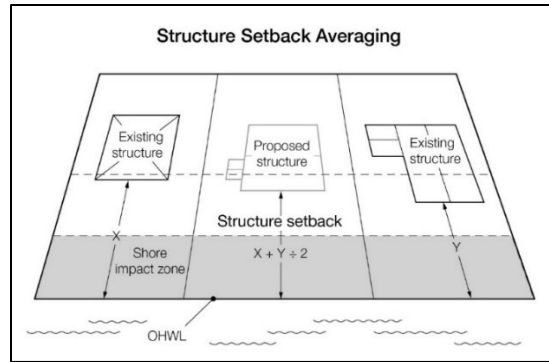
(4) Placement, Height, and Design of Structures.

- a. OHWL Setback for Structures and Sewage Treatment Systems. When more than one setback applies to a site, structures, and facilities must be located to meet all setbacks, and comply with the following OHWL setback provisions. All structures must meet structure setbacks even if there is abutting public land between the waterbody and the lot.

Waterbody Classification	Structures with <u>No Sewer</u>	Structures with <u>Sewer</u>	Sewage Treatment Systems
Natural Environment Lakes	150	150	150
Recreational Development Lakes	100	75	75
Agriculture & Tributary Rivers	100	50	75

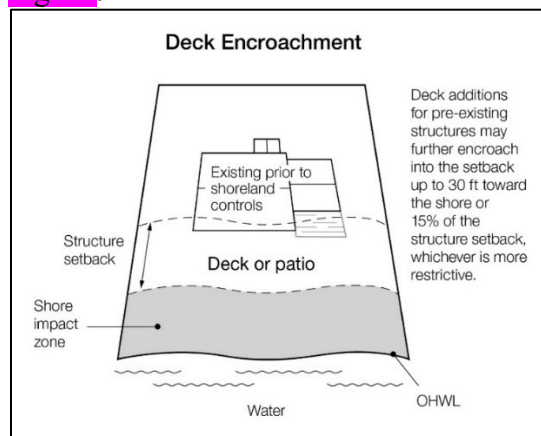
1. OHWL Setbacks. Structures and sewage treatment systems must meet setbacks from the Ordinary High Water Level (OHWL), except that one water-oriented accessory structure or facility, designed in accordance with **Subsection(g)(3)** of this ordinance, may be set back a minimum distance of ten (10) feet from the OHWL:
2. Setback averaging. Where principal structures exist on the adjoining lots on both sides of a proposed building site, structure setbacks may be altered without a variance to conform to the adjoining principal structure setbacks from the OHWL, provided the proposed structure is not located in a shore impact zone or in a bluff impact zone **(see Figure 8)**;

Figure. 8 Structure Setback Averaging



3. Setbacks of decks. Deck additions may be allowed without a variance to a structure not meeting the required setback from the ordinary high water level if all of the following criteria are met:
 - (i) The structure existed on the date the structure setbacks were established;
 - (ii) A thorough evaluation of the property and structure reveals no reasonable location for a deck meeting or exceeding the existing ordinary high water level setback of the structure;
 - (iii) The deck encroachment toward the ordinary high water level does not exceed 15 percent of the existing setback of the structure from the ordinary high water level or is no closer than 30 feet from the OHWL, whichever is more restrictive; and
 - (iv) The deck is constructed primarily of wood, and is not roofed or screened (see Figure 9).

Figure 9. Deck Encroachment



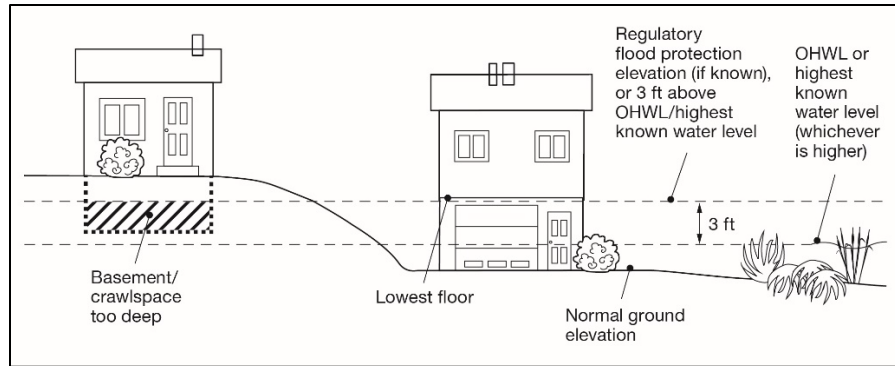
4. Additional structure setbacks. Structures must also meet the following setbacks, regardless of the waterbody classification:

Setback from:	Setback (ft)
Top of bluff	30

Setback from:	Setback (ft)
Unplatted cemetery	50

5. Bluff Impact Zones. Structures and accessory facilities, except stairways and landings, must not be placed within bluff impact zones.
- b. Height of Structures. All structures in residential districts in cities, except churches and nonresidential agricultural structures, must not exceed 35 feet in height.
- c. Lowest Floor Elevation.
 1. Determining elevations. Structures must be placed at an elevation consistent with the applicable floodplain regulatory elevations. Where these elevations are not known, the lowest floor, including basement, must be placed or flood-proofed at an elevation determined using the following methodology:
 - (i) For lakes, by placing the lowest floor at a level at least three feet above the highest known water level, or three feet above the ordinary high water level, whichever is higher (see Figure 10);
 - (ii) For rivers and streams, by placing the lowest floor at least three feet above the highest known flood elevation. If highest known flood elevation is not available, by placing the lowest floor at least three feet above the ordinary high water level (see Figure 10), or by conducting a technical evaluation to establish a flood protection elevation. Technical evaluations must be done by a qualified engineer or hydrologist consistent with Minnesota Rules, parts 6120.5000 to 6120.6200.
 2. Methods for placement.
 - (i) In addition to the lowest floor, all service utilities must be elevated or water-tight to the elevation determined in subsection (f)(4)c.1 above.
 - (ii) If elevation methods involving fill would result in filling in the SIZ, then structures must instead be elevated through floodproofing methods in accordance with (f)(4)c.2.iii below;
 - (iii) If the structure is floodproofed, then it must be built to resist hydrostatic pressure through elevation methods such as blocks, pilings, filled stem walls, elevated concrete pad, internally flooded enclosed areas, or through other accepted engineering practices consistent with FEMA technical bulletins 1, 2 and 3.

Figure 10. Lowest Floor Elevation



- d. Significant Historic Sites. No structure may be placed on a significant historic site in a manner that affects the values of the site unless adequate information about the site has been removed and documented in a public repository.

(5) Water Supply and Sewage Treatment.

- a. Water supply. Any public or private supply of water for domestic purposes must meet or exceed standards for water quality of the Minnesota Department of Health and the Minnesota Pollution Control Agency.
- b. Sewage treatment. Any premises used for human occupancy must be connected to a publicly-owned sewer system, where available or comply with Minnesota Rules, Chapters 7080 – 7081.

(g) Performance Standards for Public and Private Facilities

(1) Placement and Design of Roads, Driveways, and Parking Areas. These facilities must be designed to take advantage of natural vegetation and topography to achieve maximum screening as viewed from public waters. They must be constructed to minimize and control erosion to public waters consistent with the field office technical guides of the local SWCD and comply with the following standards:

- a. Roads, driveways, and parking areas must meet structure setbacks and must not be placed within bluff and shore impact zones, when other reasonable and feasible placement alternatives exist. If no alternatives exist, they may be placed within these areas, and must be designed to minimize adverse impacts;
- b. Watercraft access ramps, approach roads, and access-related parking areas may be placed within shore impact zones provided the vegetative screening and erosion control conditions of this subpart are met;
- c. Private watercraft access ramps, approach roads, and access-related parking areas are prohibited.
- d. For public roads, driveways and parking areas, documentation must be provided by a qualified individual that they are designed and constructed to minimize and control erosion to public waters consistent with the field office technical guides

of the local soil and water conservation district, or other applicable technical materials.

(2) Stairways, Lifts, and Landings. Stairways and lifts are the preferred alternative to major topographic alterations for achieving access up and down bluffs and steep slopes to shore areas. Stairways, lifts, and landings must meet the following design requirements:

- a. Stairways and lifts must not exceed four feet in width on residential lots. Wider stairways may be used for commercial properties, public recreational uses, and planned unit developments;
- b. Landings for stairways and lifts on residential lots must not exceed 32 square feet in area. Landings larger than 32 square feet may be used for commercial properties, public-space recreational uses, and planned unit developments;
- c. Canopies or roofs are not allowed on stairways, lifts, or landings;
- d. Stairways, lifts, and landings may be either constructed above the ground on posts or pilings, or placed into the ground, provided they are designed and built in a manner that ensures control of soil erosion;
- e. Stairways, lifts, and landings must be located in the most visually inconspicuous portions of lots, as viewed from the surface of the public water assuming summer, leaf-on conditions, whenever practical; and
- f. Facilities such as ramps, lifts, or mobility paths for physically handicapped persons are also allowed for achieving access to shore areas, if they are consistent with the dimensional and performance standards of sub items (g)(2)a to (g)(2)e above and the requirements of Minnesota Rules, Chapter 1341.

(3) Water-oriented Accessory Structures or Facilities. Each residential lot may have one water-oriented accessory structure or facility if it complies with the following provisions:

- a. The structure or facility must not exceed ten feet in height, exclusive of safety rails, and cannot occupy an area greater than 250 square feet. The structure or facility may include detached decks not exceeding eight feet above grade at any point or at-grade patios;
- b. The structure or facility is not in the Bluff Impact Zone;
- c. The setback of the structure or facility from the ordinary high water level must be at least ten feet;
- d. The structure is not a boathouse or boat storage structure as defined under Minnesota Statutes, Section 103G.245;

- e. The structure or facility must be treated to reduce visibility as viewed from public waters and adjacent shorelands by vegetation, topography, increased setbacks or color, assuming summer, leaf-on conditions;
- f. The roof may be used as an open-air deck with safety rails, but must not be enclosed or used as a storage area;
- g. The structure or facility must not be designed or used for human habitation and must not contain water supply or sewage treatment facilities;
- h. As an alternative for general development and recreational development waterbodies, water-oriented accessory structures used solely for storage of watercraft and boating-related equipment may occupy an area up to 400 square feet provided the maximum width of the structure is 20 feet as measured parallel to the shoreline; and
- i. Water-oriented accessory structures may have the lowest floor placed lower than the elevation specified in Subsection (f)(4)c if the structure is designed to accommodate internal flooding, constructed of flood-resistant materials to the elevation, electrical and mechanical equipment is placed above the elevation and, if long duration flooding is anticipated, the structure is built to withstand ice action and wind-driven waves and debris.

(h) Vegetation and Land Alterations

(1) Purpose. Alterations of vegetation and topography are regulated to prevent erosion into public waters, fix nutrients, preserve shoreland aesthetics, preserve historic values, prevent bank slumping, sustain water quality, and protect fish and wildlife habitat.

(2) Vegetation Management.

- a. Removal or alteration of vegetation must comply with the provisions of this subsection except for:
 - 1. Vegetation alteration necessary for the construction of structures and sewage treatment systems under validly issued permits for these facilities;
 - 2. The construction of public roads and parking areas if consistent with Subsection (g)(1) of this ordinance; and
 - 3. Agricultural uses consistent with Subsection (e)(2) of this ordinance.
- b. Intensive vegetation clearing in the shore and bluff impact zones and on steep slopes is prohibited.
- c. Limited clearing and trimming of trees and shrubs in the shore and bluff impact zones and on steep slopes, is allowed to provide a view to the water from the principal dwelling and to accommodate the placement of stairways and landings,

picnic areas, access paths, livestock watering areas, beach and watercraft access areas, and permitted water-oriented accessory structures or facilities, provided that:

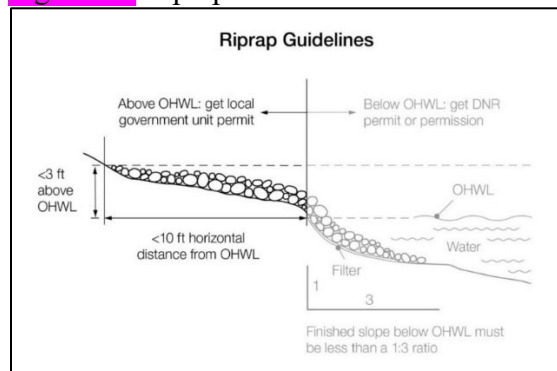
1. Vegetation be maintained to screen structures, vehicles, or other facilities as viewed from the water, assuming summer, leaf-on conditions. The maximum view corridor shall be less than 50 feet or one-third of the parcel width, whichever is less;
 2. Existing shading of water surfaces along rivers is preserved;
 3. Cutting debris or slash shall be scattered and not mounded on the ground; and
 4. Perennial ground cover is retained.
- d. Removal of trees, limbs, or branches that are dead, diseased, dying, or pose safety hazards is allowed without a permit.
 - e. Fertilizer and pesticide runoff into surface waters must be minimized through use of vegetation, topography or both.
 - f. Violations of the vegetation standards shall be subject to a Restoration Order including vegetation restoration plan and a three-year maintenance plan prepared by the land owner and approved by the zoning administrator. Near shore or highly erodible locations are to be restored with a mix of deep-rooted woody and herbaceous vegetation with high stem-density, suitable for the location.

(3) Grading and Filling.

- a. Grading and filling activities must comply with the provisions of this subsection except for the construction of public roads and parking areas if consistent with **Subsection (g)(1)** of this ordinance.
- b. Permit Requirements.
 1. Grading, filling and excavations necessary for the construction of structures, sewage treatment systems, and driveways, if part of an approved permit, do not require a separate grading and filling permit. However, the standards in **Subsection (h)(3)c** of this ordinance must be incorporated into the permit.
 2. For all other work, including driveways not part of another permit, a grading and filling permit is required for:
 - (i) the movement of more than 10 cubic yards of material on steep slopes or within shore or bluff impact zones; and
 - (ii) the movement of more than 50 cubic yards of material outside of steep slopes and shore and bluff impact zones.

3. placement of retaining walls, including boulder walls within the SIZ and BIZ provided that:
 - (i) if the project includes work at or below the OHWL, the commissioner has already approved or permitted the project.
 - (ii) the structures are used only to correct a documented existing erosion problem and not for aesthetic reasons.
 - (iii) the height and length are the minimum necessary to control the erosion problem and are not higher than 4 feet or longer than 10 feet, unless the zoning administrator determines that a larger wall is necessary to correct the erosion problem; and
 - (iv) walls are screened by vegetation to not be visible from the waterbody.
4. Placement of natural rock rip rap, including associated grading of the shoreline and placement of a filter blanket is permitted if:
 - (i) if the project includes work at or below the OHWL, the commissioner has already approved or permitted the project;
 - (ii) the finished slope does not exceed three feet horizontal to one-foot vertical;
 - (iii) the landward extent of the riprap is within ten feet of the ordinary high water level; and
 - (iv) the height of the riprap above the ordinary high water level does not exceed three feet (see Figure 11).
 - (v) A vegetative buffer, consisting of deep rooted and woody vegetation, is to be established at a distance no less than ten feet from the landward extent of the riprap.

Figure 11. Riprap Guidelines



- c. Grading, filling and excavation activities must meet the following standards:

1. Grading or filling of any wetland must meet or exceed the wetland protection standards under Minnesota Rules, Chapter 8420 and any other permits, reviews, or approvals by other local state, or federal agencies such as watershed districts, the DNR or US Army Corps of Engineers;
 2. Land alterations must be designed and implemented to minimize the amount of erosion and sediment from entering surface waters during and after construction consistently by:
 - (i) Limiting the amount and time of bare ground exposure;
 - (ii) Using temporary ground covers such as mulches or similar materials;
 - (iii) Establishing permanent vegetation cover as soon as possible;
 - (iv) Using sediment traps, vegetated buffer strips or other appropriate techniques;
 - (v) Stabilizing altered areas to acceptable erosion control standards consistent with the field office technical guides of the soil and water conservation district;
 - (vi) Not placing fill or excavated material in a manner that creates unstable slopes. Plans to place fill or excavated material on steep slopes must be reviewed by qualified professionals for continued slope stability and must not create finished slopes of 30 percent or greater;
 - (vii) Fill or excavated material must not be placed in bluff impact zones;
 - (viii) Any alterations below the ordinary high water level of public waters must first be authorized by the commissioner under Minnesota Statutes, Section 103G; and
 - (ix) Alterations of topography are only allowed if they are accessory to permitted or conditional uses and do not adversely affect adjacent or nearby properties
 - d. Connections to public waters. Excavations to connect boat slips, canals, lagoons, and harbors to public waters require a public waters permit and must comply with Minnesota Rules, Chapter 6115.
- (4) Stormwater Management.
- a. General Standards:
 1. When possible, existing natural drainageways, and vegetated soil surfaces must be used to convey, store, filter, and retain stormwater runoff before discharge to public waters.

2. Development must be planned and conducted in a manner that will minimize the extent of disturbed areas, runoff velocities, erosion potential, and reduce and delay runoff volumes. Disturbed areas must be stabilized as soon as possible and appropriate facilities or methods used to retain sediment on the site.
3. When development density, topography, soils, and vegetation are not sufficient to adequately handle stormwater runoff, constructed facilities such as settling basins, skimming devices, dikes, waterways, ponds and infiltration may be used. Preference must be given to surface drainage, vegetation, and infiltration rather than buried pipes and man-made materials and facilities.

b. Specific Standards:

1. Impervious surfaces of individual lots shall be established in the approval process as follows:
 - (i) Individual lots within a subdivision established in accordance with the Standard Lake Minimum Lot Area and Width Standards in [Subsection \(f\)\(2\)e](#) or the Standard River/Stream Minimum Lot Width Standard in [Subsection \(f\)\(2\)f](#) must not exceed 25 percent of the lot area.
 - (ii) Individual residential lots established in accordance with the Alternative Development Standards in [Subsection \(j\)](#) must not exceed 50 percent of the lot area and the entire development project or subdivision shall not have an impervious surface exceeding 25 percent of the total project area.
2. Subdivisions developed in accordance with the Alternative Development Standards in [Subsection \(j\)](#) must use either biofiltration or iron-enhanced sand as regulated by Chapter 117 Stormwater Management if the development is not able to use infiltration. Standards for these alternative methods include:
 - (i) If biofiltration is used, the required stormwater runoff treatment volume shall be multiplied by 1.82 (e.g. 55% filtration credit).
 - (ii) If iron-enhanced sand is used as a filtration media, the required stormwater treatment volume shall be multiplied by 1.25 (e.g. 80% filtration credit).
3. When constructed facilities are used for stormwater management, documentation must be provided by a qualified individual that they are designed and installed consistent with the field office technical guide of the local soil and water conservation district or the Minnesota Stormwater Manual, as applicable.

4. New constructed stormwater outfalls to public waters must be consistent with Minnesota Rules, part 6115.0231

(i) Subdivision/Platting Provisions

- (1) Purpose. To ensure that new development minimizes impacts to shoreland resources and is safe and functional.
- (2) Land suitability. Each lot created through subdivision must be suitable in its natural state for the proposed use with minimal alteration. A suitability analysis must be conducted for each proposed subdivision to determine if the subdivision is suitable in its natural state for the proposed use with minimal alteration and whether any feature of the land is likely to be harmful to the health, safety, or welfare of future residents of the proposed subdivision or of the community.
- (3) Consistency with other controls. Subdivisions and each lot in a subdivision shall meet all official controls so that a variance is not needed later to use the lots for their intended purpose.
- (4) Water and Sewer Design Standards.
 - a. A potable water supply and a sewage treatment system consistent with Minnesota Rules, Chapters 7080 – 7081 must be provided for every lot.
 - b. Each lot must include at least two soil treatment and dispersal areas that support systems described in Minnesota Rules, parts 7080.2200 to 7080.223 or site conditions described in part 7081.0270, subparts 3 to 7, as applicable.
 - c. Lots that would require use of holding tanks are prohibited.
- (5) Dedications. When a land or easement dedication is a condition of subdivision approval, the approval must provide easements over natural drainage or ponding areas for management of stormwater and significant wetlands.
- (6) Platting. All subdivisions that create five or more lots or parcels that are 2-1/2 acres or less in size shall be processed as a plat in accordance with Minnesota Statutes, Chapters 462.358 Subd. 3a (cities) and 505. No permit for construction of buildings or sewage treatment systems shall be issued for lots created after the adoption of this ordinance unless the lot was previously approved as part of a formal subdivision.

(j) Residential Alternative Development Standards

- (1) Purpose. To establish alternative dimensional and performance standards that protect shoreland resources from the impact of development while providing flexibility for residential development to achieve the City's comprehensive plan.
- (2) Applicability.
 - a. Subdivisions which need flexibility from standards found elsewhere in the City's zoning and subdivision regulations must be processed using a rezoning to a

planned unit development following [Section 125-29](#). After December 31, 2024 , a planned unit development in the shoreland overlay district shall not deviate from Shoreland Management standards in this section..

- b. Subdivisions developed under the standards of this section shall be exempted from the standards of [Subsection \(f\)\(2\)e or \(f\)\(2\)f](#) unless otherwise specified below.
 - c. Subdivisions using the Alternative Development Standards shall be labeled as ADS on the zoning map and documented in the Preliminary Plat Resolution.
- (3) Developments with R-2 Single Family Residential or R-3 Mid-Density Family Residential base zoning
- a. Minimum standards
 - 1. All lots shall be connected to public sewer and water.
 - 2. A strip of land along the shoreline of a public water shall be dedicated to the City from the ordinary high water line (OHWL) to a point ([Figure 12](#)):
 - (i) 75 feet from the OHWL around a Natural Environment Lake.
 - (ii) 38 feet from the OHWL around a Recreational Development Lake.
 - 3. Lot area and lot width standards shall meet the requirements of the respective zoning district.
 - (i) Only lands above the OHWL and excluding right-of-way can be used to meet lot area and width standards.
 - (ii) Lot width standards must be met at both the OHWL and at the building line.
 - 4. All structures shall meet the requirements of [Subsection \(f\)\(3\) and \(f\)\(4\)](#) ([Figure 12](#)). The OHWL setback includes the strip of land created through [Subsection \(j\)\(3\) a.2.](#)

[Figure 12](#). Shoreline land dedicated to City



b. Impervious Surface

1. Impervious surface shall be no more than 25% of the project area, excluding road right-of-way.
2. Impervious surface of individual lots shall be:
 - (i) No more than 50% for an individual lot, excluding townhomes.
 - (ii) No more than 75% of an individual townhome lot. Building pads for attached townhomes may be up to 100% impervious surface as long as the open space around the building pad is preserved in a homeowners association.
3. When calculating the percentage of impervious surface for the project area, the following shall apply:
 - (i) Any portion of the project which is designated to meet shoreland buffer or open space requirements can be included in the project area if it is dedicated to the City or included in a conservation easement managed by the homeowners association.
 - (ii) Individual lots always be assumed to have the maximum allowed impervious surface.

c. Open Space.

1. The subdivision shall preserve at least 35% open space as defined below.
 - (i) Open space to meet this requirement can include land dedicated to the City.

- (ii) The portion of open space outside of the shore impact zone may be preserved within a conservation easement managed by a homeowners association.
 - (iii) For the purposes of calculating the percentage of open space, only road right-of-way may be removed from the project area.
- 2. At least 75% of the designated open space shall be contiguous with no portion less than 20 feet wide. Such open space may be divided by the road(s) constructed within the development.
- 3. Open space must include:
 - (i) Areas with physical characteristics unsuitable for development in their natural state;
 - (ii) Areas containing significant historic sites or unplatted cemeteries; and
 - (iii) At least 70% of the shore impact zone shall be preserved in its natural or existing state.
- 4. Open space may include:
 - (i) Outdoor recreational facilities for use by owners of dwelling units and by the general public; and
 - (ii) Non-public water wetlands.
- 5. Open space shall not include:
 - (i) Individual private lots, including yards. Outlots or lots owned in common by an owners association may be counted as open space if all the Open Space Maintenance and Administration Requirements section below are met.
 - (ii) Dwelling units or structures, except water-oriented accessory structures or facilities;
 - (iii) Road rights-of-way or land covered by road surfaces and parking areas;
 - (iv) Land below the OHWL of public waters; and
 - (v) Commercial facilities or uses.
- 6. Open Space Maintenance and Administration Requirements
 - (i) Open space preservation. The appearance of open space areas, including topography, vegetation, and allowable uses, must be preserved and maintained by use of deed restrictions, covenants, permanent easements, public dedication, or other equally effective and permanent means. The instruments must prohibit:

- (i) Commercial uses (for residential PUD's);
 - (ii) Vegetation and topographic alterations other than routine maintenance;
 - (iii) Construction of additional buildings or storage of vehicles and other materials; and
 - (iv) Uncontrolled beaching of watercraft.
- (ii) Development organization and functioning. Unless an equally effective alternative community framework is established, all residential subdivisions must use an owners association with the following features:
 - (i) Membership must be mandatory for each dwelling unit or dwelling site owner and any successive owner;
 - (ii) Each member must pay a pro rata share of the association's expenses, and unpaid assessments can become liens on units or dwelling sites;
 - (iii) Assessments must be adjustable to accommodate changing conditions; and
 - (iv) The association must be responsible for insurance, taxes, and maintenance of all commonly owned property and facilities.
- (4) Developments with R-4 Mixed-Density Family Residential or R-5 High Density Residential base zoning
 - a. Minimum standards
 - 1. All lots shall be connected to public sewer and water.
 - 2. A strip of land along the shoreline of a public water shall be dedicated to the City from the ordinary high water line (OHWL) to a point (Figure 12):
 - (i) 75 feet from the OHWL around a Natural Environment Lake.
 - (ii) 38 feet from the OHWL around a Recreational Development Lake.
 - 3. Lot area and lot width standards shall meet the requirements of the respective R-4 Mixed-Density Residential District or R-5 High Density Residential District.
 - (i) Only lands above the OHWL and excluding right-of-way can be used to meet lot area and width standards.
 - (ii) Lot width standards must be met at both the OHWL and at the building line.

4. All structures shall meet the requirements of Subsection (f)(3) and (f)(4) (Figure 12). The OHWL setback includes the strip of land created through Subsection (j)(3)a.2.

b. Impervious Surface

1. Lots for lofts, flats, and apartments shall have no more than 75% impervious provided that stormwater BMPs/MIDs are implemented to meet City of Rogers and Elm Creek Watershed regulations.
2. All projects, and portions of projects that do not include lofts, flats, or apartments, shall:
 - (i) Have no more than 25% of the project area, excluding road right-of-way in impervious surfaces.
 - (ii) Have no more than 50% for an individual lot, excluding townhomes
 - (iii) Have no more than 75% of an individual townhome lot. Building pads for attached townhomes may be up to 100% impervious surface as long as the open space around the building pad is preserved in a homeowners association.
3. When calculating the percentage of impervious surface for the project area, the following shall apply:
 - (i) Any portion of the project which is designated to meet shoreland buffer or open space requirements can be included in the project area if it is dedicated to the City or included in a conservation easement managed by the homeowners association.
 - (ii) Individual lots, except for lofts, flats, and apartments, always be assumed to have the maximum allowed impervious surface.

c. Landscaping for lofts, flats, and apartments

1. Stormwater management facilities shall be surrounded by a buffer strip meeting the following criteria:
 - (i) The buffer strip must be least 10 feet in width.
 - (ii) Vegetation within the buffer shall be selected based on the stormwater facility and its ability to support the stormwater treatment and provide habitat.
 - (iii) Both an establishment plan and a maintenance plan shall be adopted as part of the approval process. The establishment plan shall require owner responsibility for reseeding and/or replanting within the first two years as needed.

2. Open areas of the site must be planted to provide:
 - (i) At least one (1) overstory tree for every 150 lineal feet of site perimeter. The overstory trees shall be placed at least 40 feet apart.
 - (ii) At least 30% of the setback areas along the site perimeter shall be planted with two staggered rows of deciduous shrubs. Shrubs shall not be planted closer than four (4) feet on center or five (5) feet from the property line or a fence. Shrubs shall be arranged to lessen the visual gap between the trees.
3. Riparian developments whose shorelines have been altered by human activity shall restore at least 40% of the shoreline with vegetation consistent with the natural cover of other areas of the shoreline. A planting plan which is acceptable to City Staff shall be submitted that demonstrates how restoration will occur.

d. Open Space.

1. Developments, except for those with lofts, flats, or apartments, shall meet the open space requirements as outlined for the R-2 and R-3 zoning districts above.
2. Common recreational space for lofts, flats, and apartments
 - (i) Each loft, flat, or apartment development shall provide a minimum of 200 square feet per residential unit as common recreational space not available to the general public. Common recreational spaces shall not include private space used exclusively for a single unit's residents.
 - (ii) Common recreational space means designed outdoor space intended for passive or active recreation that is accessible and suited to the needs of the development's residents, and shall generally have the following characteristics:
 - (i) Functional and aesthetic design that relates to the principal building or buildings, with clear edges, including seating, landscaping, recreational facilities, sidewalk connections, and other amenities;
 - (ii) May be designed as courtyards, plazas, picnic areas, swimming pools, playground, rooftop patios/gardens, or trails within natural areas;
 - (iii) Does not include driveways, parking areas, steep slopes, or stormwater ponds;
 - (iv) Compatible with or expands upon existing pedestrian connections and public parks or open space; and

- (v) At least one contiguous common recreational space shall be provided per development that is at least 2,000 square feet in size and 20 feet in width.

SECTION 4. This Ordinance shall take effect and be in force immediately after its passage and publication in accordance with applicable law.

Dated the 14th day of January, 2025.

Mayor

ATTEST:

City Clerk

RESOLUTION 2024-121

A RESOLUTION AUTHORIZING SUMMARY PUBLICATION OF ORDINANCE NO. 2024-08, ORDINANCE NO. 2024-09, AND ORDINANCE 2024-10

WHEREAS, the City Council of the City of Rogers adopted Ordinance No. 2024-08 titled “AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE DEFINITIONS RELATED TO SHORELAND REGULATIONS IN THE CITY OF ROGERS”, and

WHEREAS, the City Council of the City of Rogers adopted Ordinance No. 2027-09 titled “AN ORDINANCE AMENDING CITY CODE CHAPTER 117, SECTION 117-7 RELATED TO STORMWATER MANAGEMENT IN THE SHORELAND DISTRICT”, and

WHEREAS, the City Council of the City of Rogers adopted Ordinance No. 2027-10 titled “AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE BY ADDING SECTION 125-100 TO ADDRESS SHORELAND MANAGEMENT”, and

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

WHEREAS, the expense to publish the complete text of Ordinance No. 2024-08, 2024-09 and 2024-10 is not justified; and

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

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

Summary of Ordinance 2024-08

AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE DEFINITIONS RELATED TO SHORELAND REGULATIONS IN THE CITY OF ROGERS

On November 26, 2024, the Rogers City Council passed Ordinance 2024-08, updating definitions in the Unified Development Code for Shoreland Management. The ordinance revises terms such as "Accessory Building," "Deck," and "Planned Unit Development" and introduces new definitions relevant to shoreland use and regulations. The full text of the Ordinance may be reviewed at City Hall, located at 22350 South Diamond Lake Road, Rogers, MN 55374. The ordinance can also be viewed online at our website <http://rogersmn.gov>.

Summary of Ordinance 2024-09

**AN ORDINANCE AMENDING CITY CODE CHAPTER 117, SECTION 117-7
RELATED TO STORMWATER MANAGEMENT IN THE SHORELAND DISTRICT**

On November 26, 2024, the Rogers City Council passed Ordinance 2024-09, enhancing stormwater management criteria in the Shoreland Overlay District. The ordinance introduces requirements for alternative stormwater management methods, such as biofiltration and iron-enhanced sand filtration, to reduce runoff impacts when associated with certain shoreland developments. The full text of the Ordinance may be reviewed at City Hall, located at 22350 South Diamond Lake Road, Rogers, MN 55374. The ordinance can also be viewed online at our website <http://rogersmn.gov>.

Summary of Ordinance 2024-10

**AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE BY ADDING
SECTION 125-100 TO ADDRESS SHORELAND MANAGEMENT**

On November 26, 2024, the Rogers City Council passed Ordinance 2024-10, repealing the previous Shoreland Protection Appendix and introducing comprehensive Shoreland Management regulations in Section 125-100 of the Unified Development Code. This ordinance establishes classifications for shorelands, defines performance standards for land use, and aligns local policies with state statutes to protect and manage shorelands effectively. The full text of the Ordinance may be reviewed at City Hall, located at 22350 South Diamond Lake Road, Rogers, MN 55374. The ordinance can also be viewed online at our website <http://rogersmn.gov>.

Moved by Councilmember _____, seconded by Councilmember _____;

The following voted in favor of said resolution:

The following voted against the same:

The following abstained:

Whereupon said resolution was declared duly passed and adopted, and was signed by the Mayor, and attested by the City Clerk dated this 14th day of January, 2025.

ATTEST:

Shannon Klick, Mayor

Stacie Brown, City Clerk



Ecological and Water Resources
1801 South Oak Street
Lake City, MN 55041

December 10, 2024

Alec Henderson, AICP
City Planner
City of Rogers
22350 South Diamond Lake Road
Rogers, MN 55374

Re: Conditional Approval of City of Rogers' Shoreland Ordinance Amendment

Dear Alec Henderson:

Thank you for sending your community's proposed shoreland ordinance amendment to the DNR for conditional approval review. I am pleased to inform you that the proposed amendment is substantially compliant with the statewide rules (MR 6120.2500 – 6120.3900) and hereby approved, provided the conditions of approval in this letter are met.

Ordinance Evaluation

The City of Rogers submitted proposed shoreland ordinance amendments with an implementation flexibility request letter to DNR for review, both dated April 11, 2024. The DNR provided a preliminary review comment letter to the city dated June 11, 2024. Based on that review and additional negotiation, the City of Rogers submitted a proposed shoreland ordinance, received on November 20, 2024, with implementation flexibility reflecting the agreed upon offsetting higher standards.

We have reviewed your proposed ordinance and requested flexibility received on November 20, 2024 for compliance with the state shoreland rules (Minn. R. 6120.2500 – 6120.3900) and are providing conditional approval as follows.

Conditions of Approval

The following conditions must be met before the DNR will issue final approval:

1. References to land dedicated to the city along the shoreline of a public water shall be referred to as a shoreline buffer as noted by DNR comments within the draft ordinance.
2. Ongoing compliance with the following terms of implementation flexibility.

Terms of Implementation Flexibility

The terms of implementation flexibility, in accordance with Minn. R. 6120.2800 Subp. 3, are detailed below. These terms of implementation flexibility are also conditions of approval. If any of the offsetting higher standards are eliminated or protection levels reduced in future ordinance amendments without

DNR approval, approval of implementation flexibility is rescinded. The authority and process under which the DNR evaluates and approves deviations is outlined in Minnesota Rule 6120.2800, Subp 3.

Proposed Deviations – identified with red text comments on the attached ordinance:

1. Residential Alternative Development Standards. In lieu of shoreland PUD requirements, the city proposes an alternative approach allowing residential lots in the shoreland area to be created under the City's base zoning district standards (R-2, R-3, or R-4/R-5 as applicable) for lot area and lot width.

In using the alternative approach, applicants are not able to use a rezoning to PUD to vary from the shoreland regulations. A rezoning request to a PUD would be available only if there was a need to vary from the city's base district regulations. However, a PUD in the shoreland overlay district shall not deviate from Shoreland Management standards.

2. Open Space. Developments, except R-4 (Mixed-Density Residential) or R-5 District (High Density Residential), are required to preserve at least 35% of their land as open space.
 - a. Within the R-4/R-5 District, each loft, flat, or apartment development shall provide a minimum of 200 square feet per residential unit as common recreational space.
3. Impervious Surface.
 - a. All R-2 or R-3 developments may be no more than 50% impervious surface for an individual lot and no more than 75% impervious surface for an individual townhome lot. However, impervious surface shall be no more than 25% of the project area, excluding road right-of-way.
 - b. Within R-4/R-5 Districts:
 - i. All projects, and portions of projects that do not include lofts, flats, or apartments, shall have no more than 50% impervious surface for an individual lot, excluding townhomes which shall have no more than 75% impervious surface for an individual townhome lot. However, impervious surface shall be no more than 25% of the project area, excluding road right-of-way.
 - ii. Lots for lofts, flats, and apartments shall have no more than 75% impervious. However, impervious surface shall be no more than 25% of the project area, excluding road right-of-way.

Proposed Higher Standards – identified with green text comments on the attached ordinance

1. Shoreland Buffer Dedication. The entire Shore Impact Zone, as determined by lake classification, shall be protected open space dedicated to the City as a shoreland buffer.
2. Open Space.
 - a. Open space shall not include individual private lots, including yards.
 - b. At least 75% of the designated open space shall be contiguous with no portion less than 20 feet wide.
3. Stormwater Management. Subdivisions developed in accordance with the Alternative Development Standards in the Shoreland Overlay District must use biofiltration or iron-enhanced sand if infiltration is not possible. Standards for these alternative methods include:
 - a. If biofiltration is used, the required stormwater runoff treatment volume shall be multiplied by 1.82 (e.g. 55% filtration credit).

- b. If iron-enhanced sand is used as a filtration media, the required stormwater treatment volume shall be multiplied by 1.25 (e.g. 80% filtration credit).
- 4. Landscaping for lofts, flats, and apartments.
 - a. A 10-foot wide buffer strip shall be established and maintained surrounding stormwater management facilities, as detailed in the draft ordinance.
 - b. Open areas must be planted with additional shade trees and shrubs, as detailed in the draft ordinance.
 - c. A planting plan for restoring at least 40% of the shoreline is required for riparian developments whose shorelines have been altered by human activity, as detailed in the draft ordinance.

Next Steps

Following are the steps for completing and receiving final DNR approval for your amendment:

- 1. Revise the amendment based on the conditions listed above.
- 2. The city council adopts the amendment.
- 3. Email the completed Ordinance Processing Checklist (attached) and the documents identified on the checklist within 10 days of city council adoption to:
 - a. Wes Saunders-Pearce, wes.saunders-pearce@state.mn.us
 - b. Ordinance.review.dnr@state.mn.us
- 4. We will review the amendment adopted by the city council for consistency with the above conditions.
- 5. If the adopted amendments are consistent with the conditions, I will send you a "final approval" letter. State rules require DNR final approval of shoreland ordinances and amendments for those ordinances to be effective.

A shoreland ordinance is an important land use regulation that helps to protect surface water quality, near shore habitat, and scenic character of Minnesota's public waters. We appreciate your efforts to protect these resources for all present and future Minnesotans. Wes Saunders-Pearce is available to assist with ordinance technical guidance and to consult with you on other land and water-related projects.

Sincerely,



Megan Moore
District Manager

Attachments:

Proposed Ordinance with DNR comments
Ordinance Processing Checklist

- c: Wes Saunders-Pearce, DNR Area Hydrologist
Ordinance.review.dnr@state.mn.us

**CITY OF ROGERS
ORDINANCE NO. 2024-10**

**AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE
RELATED TO SHORELAND REGULATIONS IN THE CITY OF
ROGERS**

THE CITY COUNCIL OF THE CITY OF ROGERS, MINNESOTA, HEREBY ORDAINS:

SECTION 1. REPEAL. Appendix A, Shoreland Protection, is hereby repealed in its entirety.

SECTION 2. AMEND. ARTICLE 125-VI – FLOODPLAIN title is hereby amended as follows (strikethrough language is removed language, underlined language is added language):

ARTICLE 125-VI ~~FLOODPLAIN~~ ENVIRONMENTAL PROTECTION

SECTION 3. INSERT. The below language is hereby inserted and adopted into the Unified Development Code as Section 125-100 Shoreland Management under ARTICLE 125-VI ENVIRONMENTAL PROTECTION:

Sec. 125-100 Shoreland Management

(a) Statutory Authorization and Policy

- (1) Statutory Authorization. This shoreland ordinance is adopted pursuant to the authorization and policies contained in Minnesota Statutes, Chapter 103F, Minnesota Rules, Parts 6120.2500 - 6120.3900, and the planning and zoning enabling legislation in Minnesota Statutes, Chapter 462.
- (2) Policy. The Legislature of Minnesota has delegated responsibility to local governments of the state to regulate the subdivision, use and development of the shorelands of public waters and thus preserve and enhance the quality of surface waters, conserve the economic and natural environmental values of shorelands, and provide for the wise use of waters and related land resources. This responsibility is hereby recognized by the City of Rogers.

(b) General Provisions and Definitions

- (1) Jurisdiction. The provisions of this ordinance apply to the shorelands of the public water bodies as classified in **Subsection (d)(1)** of this ordinance. Pursuant to Minnesota Rules, Parts 6120.2500 - 6120.3900, no lake, pond, or flowage less than 10 acres in size in municipalities or 25 acres in size in unincorporated areas need be regulated in a local government's shoreland regulations. A body of water created by a private user where there was no previous shoreland may, at the discretion of the governing body, be exempt from this ordinance.
- (2) Abrogation and Greater Restrictions. It is not intended by this ordinance to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions.

However, where this ordinance imposes greater restrictions, the provisions of this ordinance shall prevail. All other ordinances inconsistent with this ordinance are hereby repealed to the extent of the inconsistency only.

- (3) Definitions. Unless specifically defined below, words or phrases used in this ordinance shall be interpreted to give them the same meaning they have in common usage and to give this ordinance its most reasonable application. For the purpose of this ordinance, the words “must” and “shall” are mandatory and not permissive. All distances, unless otherwise specified, are measured horizontally.

Bluff. A topographic feature such as a hill, cliff, or embankment having the following characteristics:

1. Part or all of the feature is located in a shoreland area;
2. The slope must drain toward the waterbody;
3. The slope rises at least 25 feet above the ordinary high water level; and
4. The grade of the slope from the toe of the bluff to a point 25 feet or more above the ordinary high water level averages 30 percent or greater (see Figure 1), except that an area with an average slope of less than 18 percent over a distance of at least 50 feet shall not be considered part of the bluff (see Figure 2).

Figure 1. Illustration of Bluff

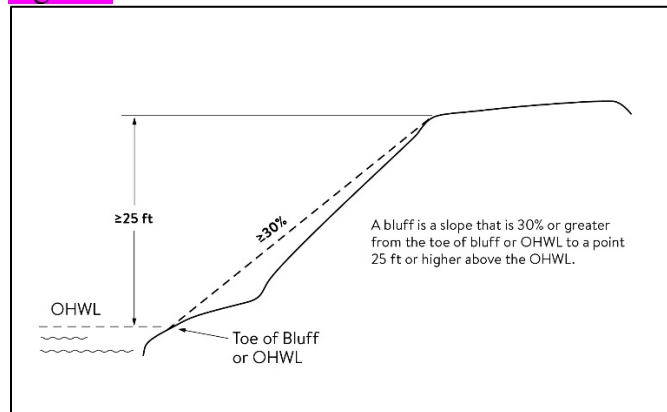


Figure 2. Exception to Bluff

Dwelling unit. Any structure or portion of a structure, or other shelter designed as short- or long-term living quarters for one or more persons, including rental or timeshare accommodations such as motel, hotel, and resort rooms and cabins.

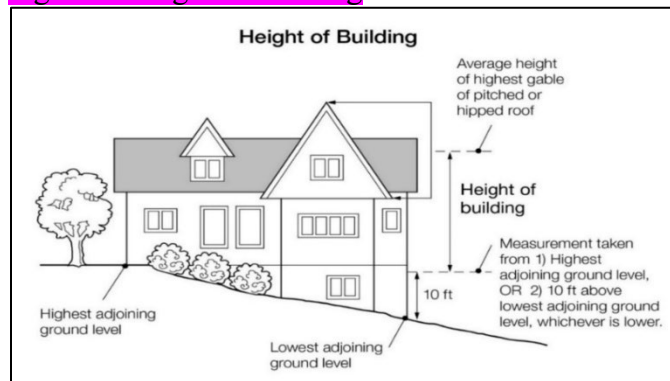
Expansion. Any increase in a dimension such as number of units or size, area, volume, or height of an existing structure or accessory structure or facility.

Extractive use. The use of land for surface or subsurface removal of sand, gravel, rock, industrial minerals, other nonmetallic minerals, and peat not regulated under Minnesota Statutes, Sections 93.44 to 93.51.

Guest cottage. A structure used as a dwelling unit that may contain sleeping spaces and kitchen and bathroom facilities in addition to those provided in the primary dwelling unit on a lot.

Height of building. The vertical distance between the highest adjoining ground level at the building or ten feet above the lowest adjoining ground level, whichever is lower, and the highest point of a flat roof or average height of the highest gable of a pitched or hipped roof (see Figure 4).

Figure 4. Height of Building



Impervious surface. A constructed hard surface that prevents or retards entry of water into the soil and causes water to run off the surface in greater quantities and at an increased rate of flow than prior to development, including rooftops; decks; sidewalks; patios; swimming pools; parking lots; concrete, asphalt, gravel driveways, or permeable pavers; and other similar surfaces.

Improvement. Making an existing structure or accessory structure or facility of better quality, more efficient, or more aesthetically pleasing, that does not replicate what pre-existed, but does not include an expansion, enlargement, or intensification.

Industrial use. The use of land or buildings for the production, manufacture, warehousing, storage, or transfer of goods, products, commodities, or other wholesale items.

Intensive vegetation clearing. The complete removal of trees or shrubs in a contiguous patch, strip, row, or block.

Maintenance and repair. Upkeep or preservation of an existing structure or accessory structure or facility against normal wear and tear or degradation over time that does not change exterior dimensions. Examples include the rehabilitation or replacement of windows, siding, a roof, or exterior finishes such as paint or stain.

Nonconformity. Any legal use, structure or parcel of land already in existence, recorded, or authorized before the adoption of official controls or amendments to

those controls that would not have been permitted to become established under the terms of the official controls as now written.

Ordinary high water level (OHWL). The boundary of public waters and wetlands, and shall be an elevation delineating the highest water level which has been maintained for a sufficient period of time to leave evidence upon the landscape, commonly that point where the natural vegetation changes from predominantly aquatic to predominantly terrestrial. For watercourses, the ordinary high water level is the elevation of the top of the bank of the channel. For reservoirs and flowages, the ordinary high water level is the operating elevation of the normal summer pool. An OHWL established for a waterbody by the Minnesota Department of Natural Resources will constitute the OHWL under this definition.

Project area. The gross area of the project being proposed in a subdivision or site plan application. This shall include lands which may be dedicated to the public as part of the subdivision, preserved in an easement or similar preservation instrument, or overseen by a homeowners association.

Replacement and restoration. Reconstruction of part or all of an existing structure or accessory structure or facility that closely matches or replicates the preexisting structure or facility.

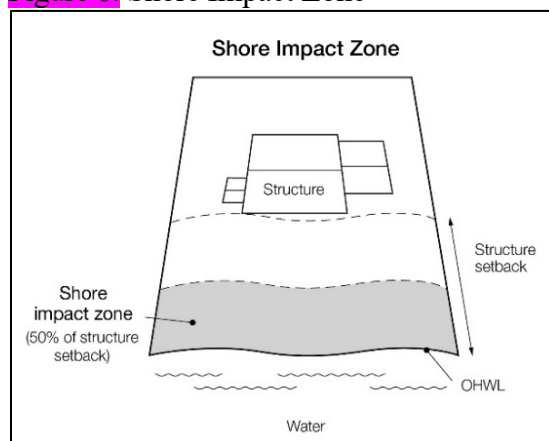
Semipublic use. The use of land by a private, nonprofit organization to provide a public service that is ordinarily open to some persons outside the regular constituency of the organization.

Sewage treatment system. “Sewage treatment system” has the meaning given under Minnesota Rules, part 7080.1100, Subp. 82.

Sewer system. Pipelines or conduits, pumping stations, and force main, and all other construction, devices, appliances, or appurtenances used for conducting sewage or industrial waste or other wastes to a point of ultimate disposal.

Shore impact zone. (SIZ) Land located between the ordinary high water level of a public water and a line parallel to it at a setback of 50 percent of the structure setback (see Figure 6).

Figure 6. Shore Impact Zone

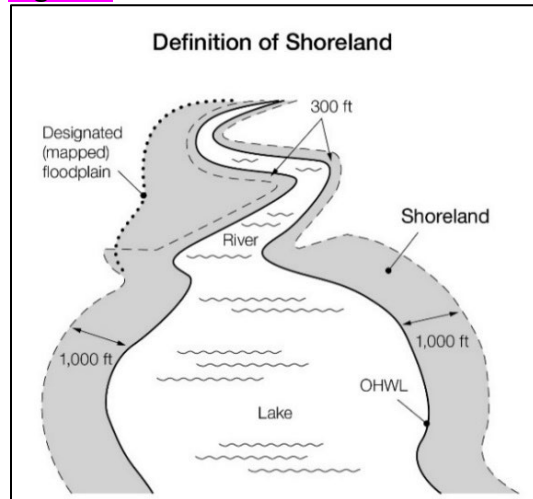


Shoreland. “Shoreland” means land located within the following distances from public waters:

1. 1,000 feet from the ordinary high water level of a lake, pond, or flowage; and

2. 300 feet from a river or stream, or the landward extent of a floodplain designated by ordinance on a river or stream, whichever is greater (see Figure 7).

Figure 7. Definition of Shoreland



Shore recreation facilities. Swimming areas, docks, watercraft mooring areas and launching ramps and other water recreation facilities.

Significant historic site. Any archaeological site, standing structure, or other property that meets the criteria for eligibility to the National Register of Historic Places or is listed in the State Register of Historic Sites, or is determined to be an unplatted cemetery that falls under the provisions of Minnesota Statutes, Section 307.08. A historic site meets these criteria if it is presently listed on either register or if it is determined to meet the qualifications for listing after review by the Minnesota state archaeologist or the director of the Minnesota Historical Society. All unplatted cemeteries are automatically considered to be significant historic sites.

Steep slope. Lands having average slopes over 12 percent, as measured over horizontal distances of 50 feet or more, which are not bluffs.

Structure. Any building or appurtenance, including decks, except aerial or underground utility lines, such as sewer, electric, telephone, telegraph, gas lines, towers, poles, and other supporting facilities.

Suitability analysis. An evaluation of land to determine if it is appropriate for the proposed use. The analysis considers factors relevant to the proposed use and may include the following features: susceptibility to flooding; existence of wetlands; soils, erosion potential; slope steepness; water supply, sewage treatment capabilities; water depth, depth to groundwater and bedrock, vegetation, near-shore aquatic conditions unsuitable for water-based recreation; fish and wildlife habitat; presence of significant historic sites; or any other relevant feature of the natural land.

Variance. "Variance" means the same as that defined in Minnesota Statutes, Section 462.357 Subd. 6 (2).

Water-oriented accessory structure or facility. A small, above ground building or other improvement, except stairways, fences, docks, and retaining walls, which, because of the relationship of its use to surface water, reasonably needs to be located closer to public waters than the normal structure setback. Examples of such

structures and facilities include, watercraft and watercraft equipment storage structures, gazebos, screen houses, fish houses, pump houses, patios, and detached decks. Boathouses and boat storage structures given the meaning under Minnesota Statutes, Section 103G.245 are not a water-oriented accessory structures.

Water-dependent use. The use of land for commercial, industrial, public or semi-public purposes, where access to and use of a public water is an integral part of the normal conduct of operation. Marinas, resorts, and restaurants with transient docking facilities are examples of uses typically found in shoreland areas.

Wetland. “Wetland” has the meaning given under Minnesota Rule, part 8420.0111.

(c) Administration

- (1) Purpose. The purpose of this Section is to identify administrative provisions to ensure the ordinance is administered consistent with its purpose.
- (2) Permits.
 - a. A permit is required for the construction of buildings or building additions (including construction of decks and signs), the installation and/or alteration of sewage treatment systems, and those grading and filling activities not exempted by **Subsection (h)(3)** of this ordinance.
 - b. As required by the building official, a certificate of compliance, consistent with Minnesota Rules Chapter 7082.0700 Subp. 3, is required whenever a permit or variance of any type is required for any new construction, improvement on, or use of the property. A sewage treatment system shall be considered compliant if the only deficiency is the system’s improper setback from **the** ordinary high water level.
- (3) Application materials. Application for permits and other zoning applications such as variances shall be made to the Zoning Administrator on the forms provided. The application shall include the necessary information so that the Zoning Administrator can evaluate how the application complies with the provisions of this ordinance.
- (4) Subdivisions. Residential subdivisions within the Shoreland Overlay District shall either meet **Subsection (f)** Dimensional and General Performance Standards or **Subsection (j)** Residential Alternative Dimensional Standards. After December 31, 2024, a planned unit development in the shoreland overlay district shall not deviate from Shoreland Management standards in this section.
- (5) Variances. Variances may only be granted in accordance with Minnesota Statutes, Section 462.357 and are subject to the following:
 - a. A variance may not circumvent the general purposes and intent of this ordinance; and
 - b. As required by the building official, for properties with existing sewage treatment systems, a certificate of compliance, consistent with Minnesota Rules Chapter 7082.0700 Subp. 3, is required for variance approval or new

construction. A sewage treatment system shall be considered compliant if the only deficiency is the system's improper setback from the ordinary high water level.

- (6) Conditional Uses. All conditional uses in the shoreland area are subject to a thorough evaluation of the waterbody and the topographic, vegetation, and soil conditions to ensure:
- a. The prevention of soil erosion or other possible pollution of public waters, both during and after construction;
 - b. The visibility of structures and other facilities as viewed from public waters is limited;
 - c. There is adequate water supply and on-site sewage treatment; and
 - d. The types, uses, and numbers of watercraft that the project will generate are compatible in relation to the suitability of public waters to safely accommodate these watercrafts.
- (7) Mitigation.
- a. In evaluating all variances, conditional uses, zoning and building permit applications, the zoning authority shall require the property owner to address, when appropriate, the following conditions, when related to and proportional to the impact, to meet the purpose of this ordinance, to protect adjacent properties, and the public interest:
 1. Advanced storm water runoff management treatment;
 2. Reducing impervious surfaces;
 3. Increasing setbacks from the ordinary high water level;
 4. Restoration of wetlands;
 5. Limiting vegetation removal and/or riparian vegetation restoration;
 6. Provisions for the location, design, and use of structures, sewage treatment systems, water supply systems, watercraft launching and docking areas, and parking areas; and
 7. Other conditions the zoning authority deems necessary.
 - b. In evaluating plans to construct sewage treatment systems, roads, driveways, structures, or other improvements on steep slopes, conditions to prevent erosion and to preserve existing vegetation screening of structures, vehicles, and other facilities as viewed from the surface of public waters assuming summer, leaf-on vegetation shall be attached to permits.

(8) Nonconformities.

- a. All legally established nonconformities as of the date of this ordinance may continue, but will be managed according to Minnesota Statutes, Section 462.357 Subd. 1e and other regulations of this community for alterations and additions; repair after damage;
- b. All additions or expansions to the outside dimensions of an existing nonconforming structure must meet the setback, height, lowest floor elevations, and other requirements of Subsections (e) to (h) of this ordinance. Any deviation from these requirements must be authorized by a variance.

(9) Notifications to the Department of Natural Resources.

- a. All amendments to this shoreland ordinance must be submitted to the Department of Natural Resources for review and approval for compliance with the statewide shoreland management rules.
- b. All notices of public hearings to consider variances, ordinance amendments, or conditional uses under shoreland management controls must be sent to the commissioner or the commissioner's designated representative at least ten (10) days before the hearings. Notices of hearings to consider proposed subdivisions/plats must include copies of the subdivision/plat.
- c. All approved ordinance amendments and subdivisions/plats, and final decisions approving variances or conditional uses under local shoreland management controls must be sent to the commissioner or the commissioner's designated representative and postmarked within ten days of final action. When a variance is approved after the Department of Natural Resources has formally recommended denial in the hearing record, the notification of the approved variance shall also include the summary of the public record/testimony and the findings of facts and conclusions which supported the issuance of the variance.
- d. Any request to change the shoreland management classification of public waters within the City of Rogers must be sent to the commissioner or the commissioner's designated representative for approval, and must include a resolution and supporting data as required by Minnesota Rules, part 6120.3000, subp.4.
- e. Any request to reduce the boundaries of shorelands of public waters within the City of Rogers must be sent to the commissioner or the commissioner's designated representative for approval and must include a resolution and supporting data. The boundaries of shorelands may be reduced when the shoreland of water bodies with different classifications overlap. In these cases, the topographic divide between the water bodies shall be used for adjusting the boundaries.

- (10) Mandatory EAW. An Environmental Assessment Worksheet consistent with Minnesota Rules, Chapter 4410 must be prepared for projects meeting the thresholds of Minnesota Rules, part 4410.4300, Subparts 19a, 20a, 25, 27, 28, 29, and 36a.

(d) Shoreland Classification System and Land Uses

(1) Shoreland Classification System.

- a. Purpose. To ensure that shoreland development on the public waters of the City of Rogers is regulated consistent with the classifications assigned by the commissioner under Minnesota Rules, part 6120.3300.
- b. Lakes are classified as follows:
1. Recreational development (RD)

Recreational Development Lake Name	DNR Public Waters I.D. #
Sylvan	27017100

2. Natural environment (NE)

Natural Environment Lake Name	DNR Public Waters I.D. #
Cowley	27016900
Grass	27013500
Henry	27017500
Tiltons	27017300
Whiteford	27017200
Unnamed	27016700
Unnamed	27029700
Unnamed	27030500

c. Rivers and Streams are classified as follows:

1. Agriculture

Agriculture River Name	Legal Description
South Fork Crow River	Section 16, T120N, R23W

2. Tributary

Tributary Stream Name	Legal Description
Fox Creek	Sections 15, 16, 22, and 23; T120N; R23W

- d. All public rivers and streams shown on the Public Waters Inventory Map for Hennepin County, a copy of which is adopted by reference, not given a classification in **Subsection (c) above** shall be considered "Tributary."

(2) Land Uses.

- a. Purpose. To identify land uses that are compatible with the protection and preservation of shoreline resources in order to conserve the economic and environmental values of shoreland and sustain water quality.
- b. The land uses allowable for the Shoreland Overlay District shall follow the permitted, conditional, interim, and accessory use designations as defined and outlined in the underlying zoning district, except that industrial uses are not allowed in the shoreland of any Natural Environment (NE) lake.

(e) Special Land Use Provisions

(1) Commercial, Industrial, Public, and Semipublic Use Standards.

- a. Water-dependent uses may be located on parcels or lots with frontage on public waters provided that:
 1. The use complies with provisions of **Subsection (g)**;
 2. The use is designed to incorporate topographic and vegetative screening of parking areas and structures;
 3. Uses that require short-term watercraft mooring for patrons must centralize these facilities and design them to avoid obstructions of navigation and to be the minimum size necessary to meet the need; and
 4. Uses that depend on patrons arriving by watercraft may use signs and lighting, provided that:
 - (i) Signs placed in or on public waters must only convey directional information or safety messages and may only be placed by a public authority or under a permit issued by the county sheriff; and
 - (ii) Signs placed within the shore impact zone are:
 - (i) No higher than ten feet above the ground, and no greater than 32 square feet in size; and
 - (ii) If illuminated by artificial lights, the lights must be shielded or directed to prevent illumination across public waters; and
 - (iii) Other lighting may be located within the shore impact zone or over public waters if it is used to illuminate potential safety hazards and is shielded or otherwise directed to prevent direct illumination across public waters. This does not preclude use of navigational lights.
- b. Commercial, industrial, public, and semi-public uses that are not water-dependent must be located on lots or parcels without public waters frontage, or, if located on lots or parcels with public waters frontage, must either be set back

double the ordinary high water level setback or be substantially screened from view from the water by vegetation or topography, assuming summer, leaf-on conditions.

(2) Agriculture Use Standards

a. Buffers.

1. The shore impact zone for parcels with permitted agricultural land uses is an area with a 50-foot average width and a 30-foot minimum width, as measured from the ordinary high water level if identified, or the top or crown of bank or normal water level as provided by Minnesota Statutes, Section 103F.48, subd. 3(c), whichever is applicable.
2. General cultivation farming, grazing, nurseries, horticulture, truck farming, sod farming, and wild crop harvesting are permitted uses if steep slopes and shore and bluff impact zones are maintained in perennial vegetation or operated under an approved conservation plan that includes alternative riparian water quality practices based on the Natural Resources Conservation Service field office technical guide (FOTG), practices approved by the Board of Water and Soil Resources (BWSR), or practices based on local conditions and as approved by the local soil and water conservation district that are consistent with the FOTG.

b. New animal feedlots are not allowed in shoreland. Modifications or expansions to existing feedlots or resumption of old feedlots are conditional uses and must meet the following standards:

1. Feedlots must be designed consistent with Minnesota Rules, Chapter 7020;
2. Feedlots must not further encroach into the existing ordinary high water level setback or the bluff impact zone and must not expand to a capacity of 1,000 animal units or more; and,
3. Old feedlots not currently in operation may resume operation consistent with Minnesota Statutes, Section 116.0711.

c. Extractive Use Standards. Extractive uses are conditional uses and must meet the following standards:

1. Site Development and Restoration Plan. A site development and restoration plan must be developed, approved, and followed over the course of operation. The plan must:
 - (i) Address dust, noise, possible pollutant discharges, hours and duration of operation, and anticipated vegetation and topographic alterations;
 - (ii) Identify actions to be taken during operation to mitigate adverse environmental impacts, particularly erosion; and

(iii) Clearly explain how the site will be rehabilitated after extractive activities end.

2. Setbacks for Processing Machinery. Processing machinery must meet structure setback standards from ordinary high water levels and from bluffs.

(f) Dimensional and General Performance Standards

(1) Purpose. To establish dimensional and performance standards that protect shoreland resources from impacts of development.

(2) Lot Area and Width Standards. After the effective date of this ordinance, all new lots must meet the minimum lot area and lot width requirements in Subsections (f)(2)e and (f)(2)f below, subject to the following standards:

- a. Only lands above the ordinary high water level and excluding right-of-way can be used to meet lot area and width standards;
- b. Lot width standards must be met at both the ordinary high water level and at the building line;
- c. The sewer lot area dimensions can only be used if publicly owned sewer system service is available to the property;
- d. Residential subdivisions with dwelling unit densities exceeding those in Sections (f)(2)e and (f)(2)f are allowed only if designed and approved using the Residential Alternative Design Standards under Subsection (j) of this chapter. After December 31, 2024, a planned unit development in the shoreland overlay district shall not deviate from Shoreland Management standards in this section.; and
- e. Standard Lake Minimum Lot Area and Width Standards:

1. Recreational development lake – No sewer

Lot Type	Riparian Lot Area (sf)	Riparian Lot Width (ft)	Nonriparian Lot Area (sf)	Nonriparian Lot Width (ft)
Single	40,000	150	40,000	150
Duplex	80,000	225	80,000	265
Triplex	120,000	300	120,000	375
Quad	160,000	375	160,000	490

2. Recreational development lake – Sewer

Lot Type	Riparian Lot Area (sf)	Riparian Lot Width (ft)	Nonriparian Lot Area (sf)	Nonriparian Lot Width (ft)
Single	20,000	75	15,000	75

Lot Type	Riparian Lot Area (sf)	Riparian Lot Width (ft)	Nonriparian Lot Area (sf)	Nonriparian Lot Width (ft)
Duplex	35,000	135	26,000	135
Triplex	50,000	195	38,000	190
Quad	65,000	255	49,000	245

3. Natural environment lake – No sewer

Lot Type	Riparian Lot Area (sf)	Riparian Lot Width (ft)	Nonriparian Lot Area (sf)	Nonriparian Lot Width (ft)
Single	80,000	200	80,000	200
Duplex	120,000	300	160,000	400
Triplex	160,000	400	240,000	600
Quad	200,000	500	320,000	800

4. Natural environment lake – Sewer

Lot Type	Riparian Lot Area (sf)	Riparian Lot Width (ft)	Nonriparian Lot Area (sf)	Nonriparian Lot Width (ft)
Single	40,000	125	20,000	125
Duplex	70,000	225	35,000	220
Triplex	100,000	325	52,000	315
Quad	130,000	425	65,000	410

- f. Standard River/Stream Minimum Lot Width Standards. There are no minimum lot area requirements for rivers and streams. The lot width standards in feet are:

Lot Type	Agriculture	Tributary No Sewer	Tributary Sewer
Single	150	100	75
Duplex	225	150	115
Triplex	300	200	150
Quad	375	250	190

(3) Special Residential Lot Provisions.

- a. If allowed by underlying zoning district, one guest cottage may be allowed on lots meeting or exceeding the duplex lot area and width dimensions presented in Subsections (f)(2)e and (f)(2)f, provided the following standards are met:
 1. For lots exceeding the minimum lot dimensions of duplex lots, the guest cottage must be located within an area equal to the smallest duplex-sized lot that could be created including the principal dwelling unit;

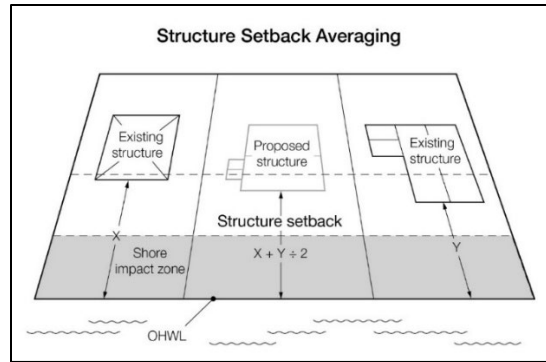
2. A guest cottage must not cover more than 700 square feet of land surface and must not exceed 15 feet in height; and
 3. A guest cottage must be located or designed to reduce its visibility as viewed from public waters and adjacent shorelands by vegetation, topography, increased setbacks or color, assuming summer leaf-on conditions.
- b. No new private controlled access lots are allowed after **December 31, 2024**. Any changes to existing controlled access lots must meet the regulations set forth in Minnesota Rules 6120.3300, subpart 2 (E).
 - c. Access Easements. Easements providing access to boat docking and mooring facilities to non-riparian property owners are prohibited.
- (4) Placement, Height, and Design of Structures.

- a. OHWL Setback for Structures and Sewage Treatment Systems. When more than one setback applies to a site, structures, and facilities must be located to meet all setbacks, and comply with the following OHWL setback provisions. All structures must meet structure setbacks even if there is abutting public land between the waterbody and the lot.

Waterbody Classification	Structures with <u>No Sewer</u>	Structures with <u>Sewer</u>	Sewage Treatment Systems
Natural Environment Lakes	150	150	150
Recreational Development Lakes	100	75	75
Agriculture & Tributary Rivers	100	50	75

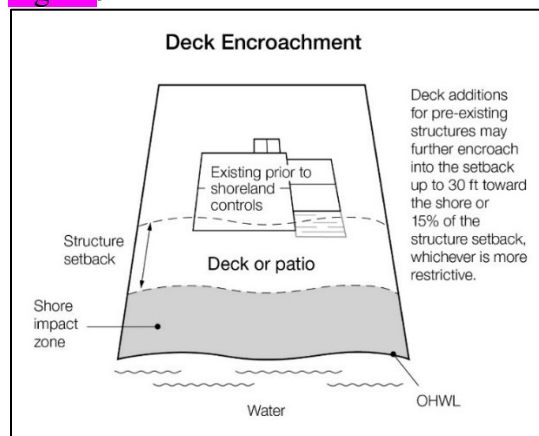
1. OHWL Setbacks. Structures and sewage treatment systems must meet setbacks from the Ordinary High Water Level (OHWL), except that one water-oriented accessory structure or facility, designed in accordance with **Subsection(g)(3)** of this ordinance, may be set back a minimum distance of ten (10) feet from the OHWL:
2. Setback averaging. Where principal structures exist on the adjoining lots on both sides of a proposed building site, structure setbacks may be altered without a variance to conform to the adjoining principal structure setbacks from the OHWL, provided the proposed structure is not located in a shore impact zone or in a bluff impact zone **(see Figure 8)**;

Figure. 8 Structure Setback Averaging



3. Setbacks of decks. Deck additions may be allowed without a variance to a structure not meeting the required setback from the ordinary high water level if all of the following criteria are met:
 - (i) The structure existed on the date the structure setbacks were established;
 - (ii) A thorough evaluation of the property and structure reveals no reasonable location for a deck meeting or exceeding the existing ordinary high water level setback of the structure;
 - (iii) The deck encroachment toward the ordinary high water level does not exceed 15 percent of the existing setback of the structure from the ordinary high water level or is no closer than 30 feet from the OHWL, whichever is more restrictive; and
 - (iv) The deck is constructed primarily of wood, and is not roofed or screened (see Figure 9).

Figure 9. Deck Encroachment



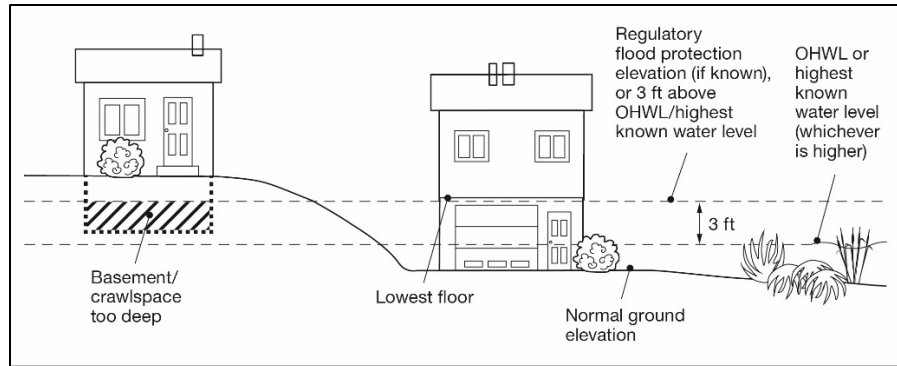
4. Additional structure setbacks. Structures must also meet the following setbacks, regardless of the waterbody classification:

Setback from:	Setback (ft)
Top of bluff	30

Setback from:	Setback (ft)
Unplatted cemetery	50

5. Bluff Impact Zones. Structures and accessory facilities, except stairways and landings, must not be placed within bluff impact zones.
- b. Height of Structures. All structures in residential districts in cities, except churches and nonresidential agricultural structures, must not exceed 35 feet in height.
- c. Lowest Floor Elevation.
 1. Determining elevations. Structures must be placed at an elevation consistent with the applicable floodplain regulatory elevations. Where these elevations are not known, the lowest floor, including basement, must be placed or flood-proofed at an elevation determined using the following methodology:
 - (i) For lakes, by placing the lowest floor at a level at least three feet above the highest known water level, or three feet above the ordinary high water level, whichever is higher (see Figure 10);
 - (ii) For rivers and streams, by placing the lowest floor at least three feet above the highest known flood elevation. If highest known flood elevation is not available, by placing the lowest floor at least three feet above the ordinary high water level (see Figure 10), or by conducting a technical evaluation to establish a flood protection elevation. Technical evaluations must be done by a qualified engineer or hydrologist consistent with Minnesota Rules, parts 6120.5000 to 6120.6200.
 2. Methods for placement.
 - (i) In addition to the lowest floor, all service utilities must be elevated or water-tight to the elevation determined in subsection (f)(4)c.1 above.
 - (ii) If elevation methods involving fill would result in filling in the SIZ, then structures must instead be elevated through floodproofing methods in accordance with (f)(4)c.2.iii below;
 - (iii) If the structure is floodproofed, then it must be built to resist hydrostatic pressure through elevation methods such as blocks, pilings, filled stem walls, elevated concrete pad, internally flooded enclosed areas, or through other accepted engineering practices consistent with FEMA technical bulletins 1, 2 and 3.

Figure 10. Lowest Floor Elevation



- d. Significant Historic Sites. No structure may be placed on a significant historic site in a manner that affects the values of the site unless adequate information about the site has been removed and documented in a public repository.

(5) Water Supply and Sewage Treatment.

- a. Water supply. Any public or private supply of water for domestic purposes must meet or exceed standards for water quality of the Minnesota Department of Health and the Minnesota Pollution Control Agency.
- b. Sewage treatment. Any premises used for human occupancy must be connected to a publicly-owned sewer system, where available or comply with Minnesota Rules, Chapters 7080 – 7081.

(g) Performance Standards for Public and Private Facilities

(1) Placement and Design of Roads, Driveways, and Parking Areas. These facilities must be designed to take advantage of natural vegetation and topography to achieve maximum screening as viewed from public waters. They must be constructed to minimize and control erosion to public waters consistent with the field office technical guides of the local SWCD and comply with the following standards:

- a. Roads, driveways, and parking areas must meet structure setbacks and must not be placed within bluff and shore impact zones, when other reasonable and feasible placement alternatives exist. If no alternatives exist, they may be placed within these areas, and must be designed to minimize adverse impacts;
- b. Watercraft access ramps, approach roads, and access-related parking areas may be placed within shore impact zones provided the vegetative screening and erosion control conditions of this subpart are met;
- c. Private watercraft access ramps, approach roads, and access-related parking areas are prohibited.
- d. For public roads, driveways and parking areas, documentation must be provided by a qualified individual that they are designed and constructed to minimize and control erosion to public waters consistent with the field office technical guides

of the local soil and water conservation district, or other applicable technical materials.

(2) Stairways, Lifts, and Landings. Stairways and lifts are the preferred alternative to major topographic alterations for achieving access up and down bluffs and steep slopes to shore areas. Stairways, lifts, and landings must meet the following design requirements:

- a. Stairways and lifts must not exceed four feet in width on residential lots. Wider stairways may be used for commercial properties, public recreational uses, and planned unit developments;
- b. Landings for stairways and lifts on residential lots must not exceed 32 square feet in area. Landings larger than 32 square feet may be used for commercial properties, public-space recreational uses, and planned unit developments;
- c. Canopies or roofs are not allowed on stairways, lifts, or landings;
- d. Stairways, lifts, and landings may be either constructed above the ground on posts or pilings, or placed into the ground, provided they are designed and built in a manner that ensures control of soil erosion;
- e. Stairways, lifts, and landings must be located in the most visually inconspicuous portions of lots, as viewed from the surface of the public water assuming summer, leaf-on conditions, whenever practical; and
- f. Facilities such as ramps, lifts, or mobility paths for physically handicapped persons are also allowed for achieving access to shore areas, if they are consistent with the dimensional and performance standards of sub items (g)(2)a to (g)(2)e above and the requirements of Minnesota Rules, Chapter 1341.

(3) Water-oriented Accessory Structures or Facilities. Each residential lot may have one water-oriented accessory structure or facility if it complies with the following provisions:

- a. The structure or facility must not exceed ten feet in height, exclusive of safety rails, and cannot occupy an area greater than 250 square feet. The structure or facility may include detached decks not exceeding eight feet above grade at any point or at-grade patios;
- b. The structure or facility is not in the Bluff Impact Zone;
- c. The setback of the structure or facility from the ordinary high water level must be at least ten feet;
- d. The structure is not a boathouse or boat storage structure as defined under Minnesota Statutes, Section 103G.245;

- e. The structure or facility must be treated to reduce visibility as viewed from public waters and adjacent shorelands by vegetation, topography, increased setbacks or color, assuming summer, leaf-on conditions;
- f. The roof may be used as an open-air deck with safety rails, but must not be enclosed or used as a storage area;
- g. The structure or facility must not be designed or used for human habitation and must not contain water supply or sewage treatment facilities;
- h. As an alternative for general development and recreational development waterbodies, water-oriented accessory structures used solely for storage of watercraft and boating-related equipment may occupy an area up to 400 square feet provided the maximum width of the structure is 20 feet as measured parallel to the shoreline; and
- i. Water-oriented accessory structures may have the lowest floor placed lower than the elevation specified in Subsection (f)(4)c if the structure is designed to accommodate internal flooding, constructed of flood-resistant materials to the elevation, electrical and mechanical equipment is placed above the elevation and, if long duration flooding is anticipated, the structure is built to withstand ice action and wind-driven waves and debris.

(h) Vegetation and Land Alterations

(1) Purpose. Alterations of vegetation and topography are regulated to prevent erosion into public waters, fix nutrients, preserve shoreland aesthetics, preserve historic values, prevent bank slumping, sustain water quality, and protect fish and wildlife habitat.

(2) Vegetation Management.

- a. Removal or alteration of vegetation must comply with the provisions of this subsection except for:
 - 1. Vegetation alteration necessary for the construction of structures and sewage treatment systems under validly issued permits for these facilities;
 - 2. The construction of public roads and parking areas if consistent with Subsection (g)(1) of this ordinance; and
 - 3. Agricultural uses consistent with Subsection (e)(2) of this ordinance.
- b. Intensive vegetation clearing in the shore and bluff impact zones and on steep slopes is prohibited.
- c. Limited clearing and trimming of trees and shrubs in the shore and bluff impact zones and on steep slopes, is allowed to provide a view to the water from the principal dwelling and to accommodate the placement of stairways and landings,

picnic areas, access paths, livestock watering areas, beach and watercraft access areas, and permitted water-oriented accessory structures or facilities, provided that:

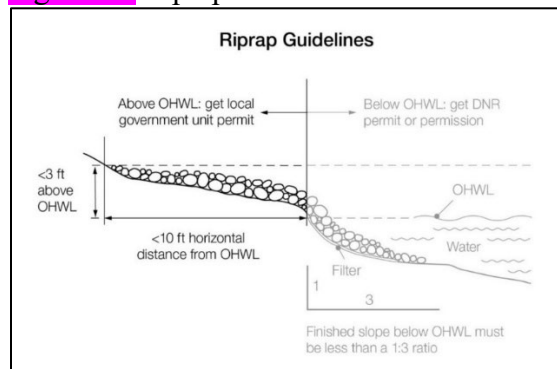
1. Vegetation be maintained to screen structures, vehicles, or other facilities as viewed from the water, assuming summer, leaf-on conditions. The maximum view corridor shall be less than 50 feet or one-third of the parcel width, whichever is less;
 2. Existing shading of water surfaces along rivers is preserved;
 3. Cutting debris or slash shall be scattered and not mounded on the ground; and
 4. Perennial ground cover is retained.
- d. Removal of trees, limbs, or branches that are dead, diseased, dying, or pose safety hazards is allowed without a permit.
 - e. Fertilizer and pesticide runoff into surface waters must be minimized through use of vegetation, topography or both.
 - f. Violations of the vegetation standards shall be subject to a Restoration Order including vegetation restoration plan and a three-year maintenance plan prepared by the land owner and approved by the zoning administrator. Near shore or highly erodible locations are to be restored with a mix of deep-rooted woody and herbaceous vegetation with high stem-density, suitable for the location.

(3) Grading and Filling.

- a. Grading and filling activities must comply with the provisions of this subsection except for the construction of public roads and parking areas if consistent with **Subsection (g)(1)** of this ordinance.
- b. Permit Requirements.
 1. Grading, filling and excavations necessary for the construction of structures, sewage treatment systems, and driveways, if part of an approved permit, do not require a separate grading and filling permit. However, the standards in **Subsection (h)(3)c** of this ordinance must be incorporated into the permit.
 2. For all other work, including driveways not part of another permit, a grading and filling permit is required for:
 - (i) the movement of more than 10 cubic yards of material on steep slopes or within shore or bluff impact zones; and
 - (ii) the movement of more than 50 cubic yards of material outside of steep slopes and shore and bluff impact zones.

3. placement of retaining walls, including boulder walls within the SIZ and BIZ provided that:
 - (i) if the project includes work at or below the OHWL, the commissioner has already approved or permitted the project.
 - (ii) the structures are used only to correct a documented existing erosion problem and not for aesthetic reasons.
 - (iii) the height and length are the minimum necessary to control the erosion problem and are not higher than 4 feet or longer than 10 feet, unless the zoning administrator determines that a larger wall is necessary to correct the erosion problem; and
 - (iv) walls are screened by vegetation to not be visible from the waterbody.
4. Placement of natural rock rip rap, including associated grading of the shoreline and placement of a filter blanket is permitted if:
 - (i) if the project includes work at or below the OHWL, the commissioner has already approved or permitted the project;
 - (ii) the finished slope does not exceed three feet horizontal to one-foot vertical;
 - (iii) the landward extent of the riprap is within ten feet of the ordinary high water level; and
 - (iv) the height of the riprap above the ordinary high water level does not exceed three feet (see Figure 11).
 - (v) A vegetative buffer, consisting of deep rooted and woody vegetation, is to be established at a distance no less than ten feet from the landward extent of the riprap.

Figure 11. Riprap Guidelines



- c. Grading, filling and excavation activities must meet the following standards:

1. Grading or filling of any wetland must meet or exceed the wetland protection standards under Minnesota Rules, Chapter 8420 and any other permits, reviews, or approvals by other local state, or federal agencies such as watershed districts, the DNR or US Army Corps of Engineers;
 2. Land alterations must be designed and implemented to minimize the amount of erosion and sediment from entering surface waters during and after construction consistently by:
 - (i) Limiting the amount and time of bare ground exposure;
 - (ii) Using temporary ground covers such as mulches or similar materials;
 - (iii) Establishing permanent vegetation cover as soon as possible;
 - (iv) Using sediment traps, vegetated buffer strips or other appropriate techniques;
 - (v) Stabilizing altered areas to acceptable erosion control standards consistent with the field office technical guides of the soil and water conservation district;
 - (vi) Not placing fill or excavated material in a manner that creates unstable slopes. Plans to place fill or excavated material on steep slopes must be reviewed by qualified professionals for continued slope stability and must not create finished slopes of 30 percent or greater;
 - (vii) Fill or excavated material must not be placed in bluff impact zones;
 - (viii) Any alterations below the ordinary high water level of public waters must first be authorized by the commissioner under Minnesota Statutes, Section 103G; and
 - (ix) Alterations of topography are only allowed if they are accessory to permitted or conditional uses and do not adversely affect adjacent or nearby properties
 - d. Connections to public waters. Excavations to connect boat slips, canals, lagoons, and harbors to public waters require a public waters permit and must comply with Minnesota Rules, Chapter 6115.
- (4) Stormwater Management.
- a. General Standards:
 1. When possible, existing natural drainageways, and vegetated soil surfaces must be used to convey, store, filter, and retain stormwater runoff before discharge to public waters.

2. Development must be planned and conducted in a manner that will minimize the extent of disturbed areas, runoff velocities, erosion potential, and reduce and delay runoff volumes. Disturbed areas must be stabilized as soon as possible and appropriate facilities or methods used to retain sediment on the site.
3. When development density, topography, soils, and vegetation are not sufficient to adequately handle stormwater runoff, constructed facilities such as settling basins, skimming devices, dikes, waterways, ponds and infiltration may be used. Preference must be given to surface drainage, vegetation, and infiltration rather than buried pipes and man-made materials and facilities.

b. Specific Standards:

1. Impervious surfaces of individual lots shall be established in the approval process as follows:
 - (i) Individual lots within a subdivision established in accordance with the Standard Lake Minimum Lot Area and Width Standards in [Subsection \(f\)\(2\)e](#) or the Standard River/Stream Minimum Lot Width Standard in [Subsection \(f\)\(2\)f](#) must not exceed 25 percent of the lot area.
 - (ii) Individual residential lots established in accordance with the Alternative Development Standards in [Subsection \(j\)](#) must not exceed 50 percent of the lot area and the entire development project or subdivision shall not have an impervious surface exceeding 25 percent of the total project area.
2. [Sub](#)divisions developed in accordance with the Alternative Development Standards in [Subsection \(j\)](#) must use either biofiltration or iron-enhanced sand as regulated by Chapter 117 Stormwater Management if the development is not able to use infiltration. Standards for these alternative methods include:
 - (i) If biofiltration is used, the required stormwater runoff treatment volume shall be multiplied by 1.82 (e.g. 55% filtration credit).
 - (ii) If iron-enhanced sand is used as a filtration media, the required stormwater treatment volume shall be multiplied by 1.25 (e.g. 80% filtration credit).
3. When constructed facilities are used for stormwater management, documentation must be provided by a qualified individual that they are designed and installed consistent with the field office technical guide of the local soil and water conservation district or the Minnesota Stormwater Manual, as applicable.

4. New constructed stormwater outfalls to public waters must be consistent with Minnesota Rules, part 6115.0231

(i) Subdivision/Platting Provisions

- (1) Purpose. To ensure that new development minimizes impacts to shoreland resources and is safe and functional.
- (2) Land suitability. Each lot created through subdivision must be suitable in its natural state for the proposed use with minimal alteration. A suitability analysis must be conducted for each proposed subdivision to determine if the subdivision is suitable in its natural state for the proposed use with minimal alteration and whether any feature of the land is likely to be harmful to the health, safety, or welfare of future residents of the proposed subdivision or of the community.
- (3) Consistency with other controls. Subdivisions and each lot in a subdivision shall meet all official controls so that a variance is not needed later to use the lots for their intended purpose.
- (4) Water and Sewer Design Standards.
 - a. A potable water supply and a sewage treatment system consistent with Minnesota Rules, Chapters 7080 – 7081 must be provided for every lot.
 - b. Each lot must include at least two soil treatment and dispersal areas that support systems described in Minnesota Rules, parts 7080.2200 to 7080.223 or site conditions described in part 7081.0270, subparts 3 to 7, as applicable.
 - c. Lots that would require use of holding tanks are prohibited.
- (5) Dedications. When a land or easement dedication is a condition of subdivision approval, the approval must provide easements over natural drainage or ponding areas for management of stormwater and significant wetlands.
- (6) Platting. All subdivisions that create five or more lots or parcels that are 2-1/2 acres or less in size shall be processed as a plat in accordance with Minnesota Statutes, Chapters 462.358 Subd. 3a (cities) and 505. No permit for construction of buildings or sewage treatment systems shall be issued for lots created after the adoption of this ordinance unless the lot was previously approved as part of a formal subdivision.

(j) Residential Alternative Development Standards

- (1) Purpose. To establish alternative dimensional and performance standards that protect shoreland resources from the impact of development while providing flexibility for residential development to achieve the City's comprehensive plan.
- (2) Applicability.
 - a. Subdivisions which need flexibility from standards found elsewhere in the City's zoning and subdivision regulations must be processed using a rezoning to a

planned unit development following **Section 125-29**. After December 31, 2024 , a planned unit development in the shoreland overlay district shall not deviate from Shoreland Management standards in this section..

- b. Subdivisions developed under the standards of this section shall be exempted from the standards of **Subsection (f)(2)e or (f)(2)f** unless otherwise specified below.
 - c. Subdivisions using the Alternative Development Standards shall be labeled as ADS on the zoning map and documented in the Preliminary Plat Resolution.
- (3) Developments with R-2 Single Family Residential or R-3 Mid-Density Family Residential base zoning
- a. Minimum standards
 - 1. All lots shall be connected to public sewer and water.
 - 2. A shoreland buffer along the shoreline of a public water shall be dedicated to the City from the ordinary high water line (OHWL) to a point (**Figure 12**):
 - (i)  75 feet from the OHWL around a Natural Environment Lake.
 - (ii) 38 feet from the OHWL around a Recreational Development Lake.
 - 3. Lot area and lot width standards shall meet the requirements of the respective zoning district.
 - (i)  Only lands above the OHWL and excluding right-of-way can be used to meet lot area and width standards.
 - (ii) Lot width standards must be met at both the OHWL and at the building line.
 - 4. All structures shall meet the requirements of **Subsection (f)(3) and (f)(4)** (**Figure 12**). The OHWL setback includes the shoreland buffer created through **Subsection (j)(3) a.2.**

Figure 12. Shoreland buffer dedicated to City 





b. Impervious Surface

1. Impervious surface shall be no more than 25% of the project area, excluding road right-of-way.
2. Impervious surface of individual lots shall be:
 - (i) No more than 50% for an individual lot, excluding townhomes.
 - (ii) No more than 75% of an individual townhome lot. Building pads for attached townhomes may be up to 100% impervious surface as long as the open space around the building pad is preserved in a homeowners association.
3. When calculating the percentage of impervious surface for the project area, the following shall apply:
 - (i) Any portion of the project which is designated to meet shoreland buffer or open space requirements can be included in the project area if it is dedicated to the City or included in a conservation easement managed by the homeowners association.
 - (ii) Individual lots always be assumed to have the maximum allowed impervious surface.

c. Open Space.

1. The subdivision shall preserve at least 35% open space as defined below.
 - (i) Open space to meet this requirement can include land dedicated to the City.

- (ii) The portion of open space outside of the shoreland buffer may be preserved within a conservation easement managed by a homeowners association.
 - (iii) For the purposes of calculating the percentage of open space, only road right-of-way may be removed from the project area.
- 2. At least 75% of the designated open space shall be contiguous with no portion less than 20 feet wide. Such open space may be divided by the road(s) constructed within the development.
- 3. Open space must include:
 - (i) Areas with physical characteristics unsuitable for development in their natural state;
 - (ii) Areas containing significant historic sites or unplatted cemeteries; and
 - (iii) At least 70% of the shore impact zone shall be preserved in its natural or existing state.
- 4. Open space may include:
 - (i) Outdoor recreational facilities for use by owners of dwelling units and by the general public; and
 - (ii) Non-public water wetlands.
- 5. Open space shall not include:
 - (i) Individual private lots, including yards. Outlots or lots owned in common by an owners association may be counted as open space if all the Open Space Maintenance and Administration Requirements section below are met.
 - (ii) Dwelling units or structures, except water-oriented accessory structures or facilities;
 - (iii) Road rights-of-way or land covered by road surfaces and parking areas;
 - (iv) Land below the OHWL of public waters; and
 - (v) Commercial facilities or uses.
- 6. Open Space Maintenance and Administration Requirements
 - (i) Open space preservation. The appearance of open space areas, including topography, vegetation, and allowable uses, must be preserved and maintained by use of deed restrictions, covenants, permanent easements, public dedication, or other equally effective and permanent means. The instruments must prohibit:

- (i) Commercial uses (for residential PUD's);
 - (ii) Vegetation and topographic alterations other than routine maintenance;
 - (iii) Construction of additional buildings or storage of vehicles and other materials; and
 - (iv) Uncontrolled beaching of watercraft.
- (ii) Development organization and functioning. Unless an equally effective alternative community framework is established, all residential subdivisions must use an owners association with the following features:
 - (i) Membership must be mandatory for each dwelling unit or dwelling site owner and any successive owner;
 - (ii) Each member must pay a pro rata share of the association's expenses, and unpaid assessments can become liens on units or dwelling sites;
 - (iii) Assessments must be adjustable to accommodate changing conditions; and
 - (iv) The association must be responsible for insurance, taxes, and maintenance of all commonly owned property and facilities.
- (4) Developments with R-4 Mixed-Density Family Residential or R-5 High Density Residential base zoning
 - a. Minimum standards
 - 1. All lots shall be connected to public sewer and water.
 - 2. A shoreland buffer along the shoreline of a public water shall be dedicated to the City from the ordinary high water line (OHWL) to a point (Figure 12):
 - (i) 75 feet from the OHWL around a Natural Environment Lake.
 - (ii) 38 feet from the OHWL around a Recreational Development Lake.
 - 3. Lot area and lot width standards shall meet the requirements of the respective R-4 Mixed-Density Residential District or R-5 High Density Residential District.
 - (i) Only lands above the OHWL and excluding right-of-way can be used to meet lot area and width standards.
 - (ii) Lot width standards must be met at both the OHWL and at the building line.

4. All structures shall meet the requirements of Subsection (f)(3) and (f)(4) (Figure 12). The OHWL setback includes the shoreland buffer created through Subsection (j)(3)a.2.

b. Impervious Surface

1. Lots for lofts, flats, and apartments shall have no more than 75% impervious provided that stormwater BMPs are implemented to meet City of Rogers and Elm Creek Watershed regulations.
2. All projects, and portions of projects that do not include lofts, flats, or apartments, shall:
 - (i) Have no more than 25% of the project area, excluding road right-of-way in impervious surfaces.
 - (ii) Have no more than 50% for an individual lot, excluding townhomes
 - (iii) Have no more than 75% of an individual townhome lot. Building pads for attached townhomes may be up to 100% impervious surface as long as the open space around the building pad is preserved in a homeowners association.
3. When calculating the percentage of impervious surface for the project area, the following shall apply:
 - (i) Any portion of the project which is designated to meet shoreland buffer or open space requirements can be included in the project area if it is dedicated to the City or included in a conservation easement managed by the homeowners association.
 - (ii) Individual lots, except for lofts, flats, and apartments, always be assumed to have the maximum allowed impervious surface.

c. Landscaping for lofts, flats, and apartments

1. Stormwater management facilities shall be surrounded by a buffer strip meeting the following criteria:
 - (i) The buffer strip must be least 10 feet in width.
 - (ii) Vegetation within the buffer shall be selected based on the stormwater facility and its ability to support the stormwater treatment and provide habitat.
 - (iii) Both an establishment plan and a maintenance plan shall be adopted as part of the approval process. The establishment plan shall require owner responsibility for reseeding and/or replanting within the first two years as needed.

2. Open areas of the site must be planted to provide:
 - (i) At least one (1) overstory tree for every 150 lineal feet of site perimeter. The overstory trees shall be placed at least 40 feet apart.
 - (ii) At least 30% of the setback areas along the site perimeter shall be planted with two staggered rows of deciduous shrubs. Shrubs shall not be planted closer than four (4) feet on center or five (5) feet from the property line or a fence. Shrubs shall be arranged to lessen the visual gap between the trees.
3. Riparian developments whose shorelines have been altered by human activity shall restore at least 40% of the shoreline with vegetation consistent with the natural cover of other areas of the shoreline. A planting plan which is acceptable to City Staff shall be submitted that demonstrates how restoration will occur.

d. Open Space.

1. Developments, except for those with lofts, flats, or apartments, shall meet the open space requirements as outlined for the R-2 and R-3 zoning districts above.
2. Common recreational space for lofts, flats, and apartments
 - (i) Each loft, flat, or apartment development shall provide a minimum of 200 square feet per residential unit as common recreational space not available to the general public. Common recreational spaces shall not include private space used exclusively for a single unit's residents.
 - (ii) Common recreational space means designed outdoor space intended for passive or active recreation that is accessible and suited to the needs of the development's residents, and shall generally have the following characteristics:



 - (i) Functional and aesthetic design that relates to the principal building or buildings, with clear edges, including seating, landscaping, recreational facilities, sidewalk connections, and other amenities;
 - (ii) May be designed as courtyards, plazas, picnic areas, swimming pools, playground, rooftop patios/gardens, or trails within natural areas;
 - (iii) Does not include driveways, parking areas, steep slopes, or stormwater ponds;
 - (iv) Compatible with or expands upon existing pedestrian connections and public parks or open space; and

- (v) At least one contiguous common recreational space shall be provided per development that is at least 2,000 square feet in size and 20 feet in width.

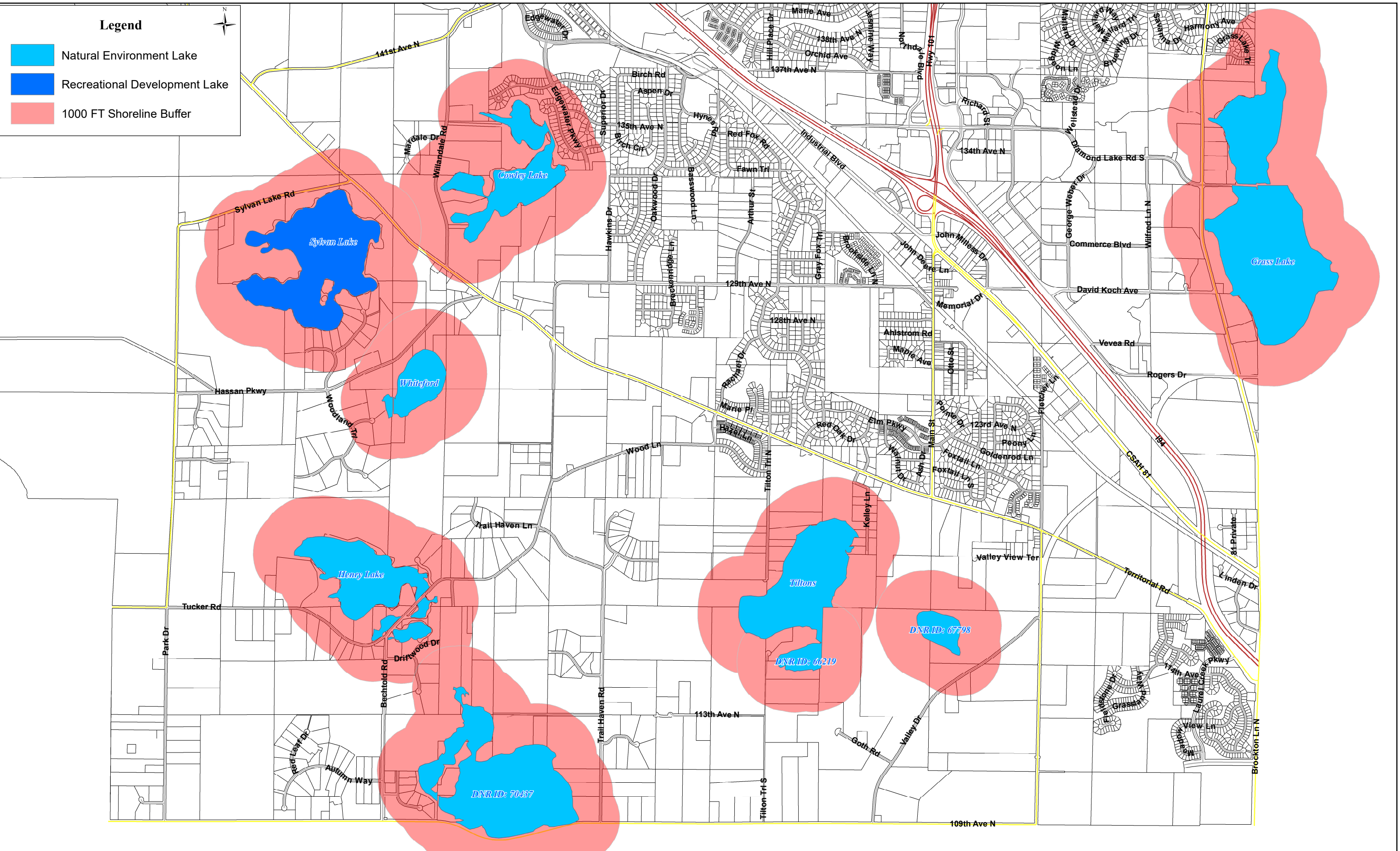
SECTION 4. This Ordinance shall take effect and be in force immediately after its passage and publication in accordance with applicable law.

Dated the 26th day of November, 2024.

Mayor

ATTEST:

City Clerk



Zoning and Shoreline City of Rogers, MN



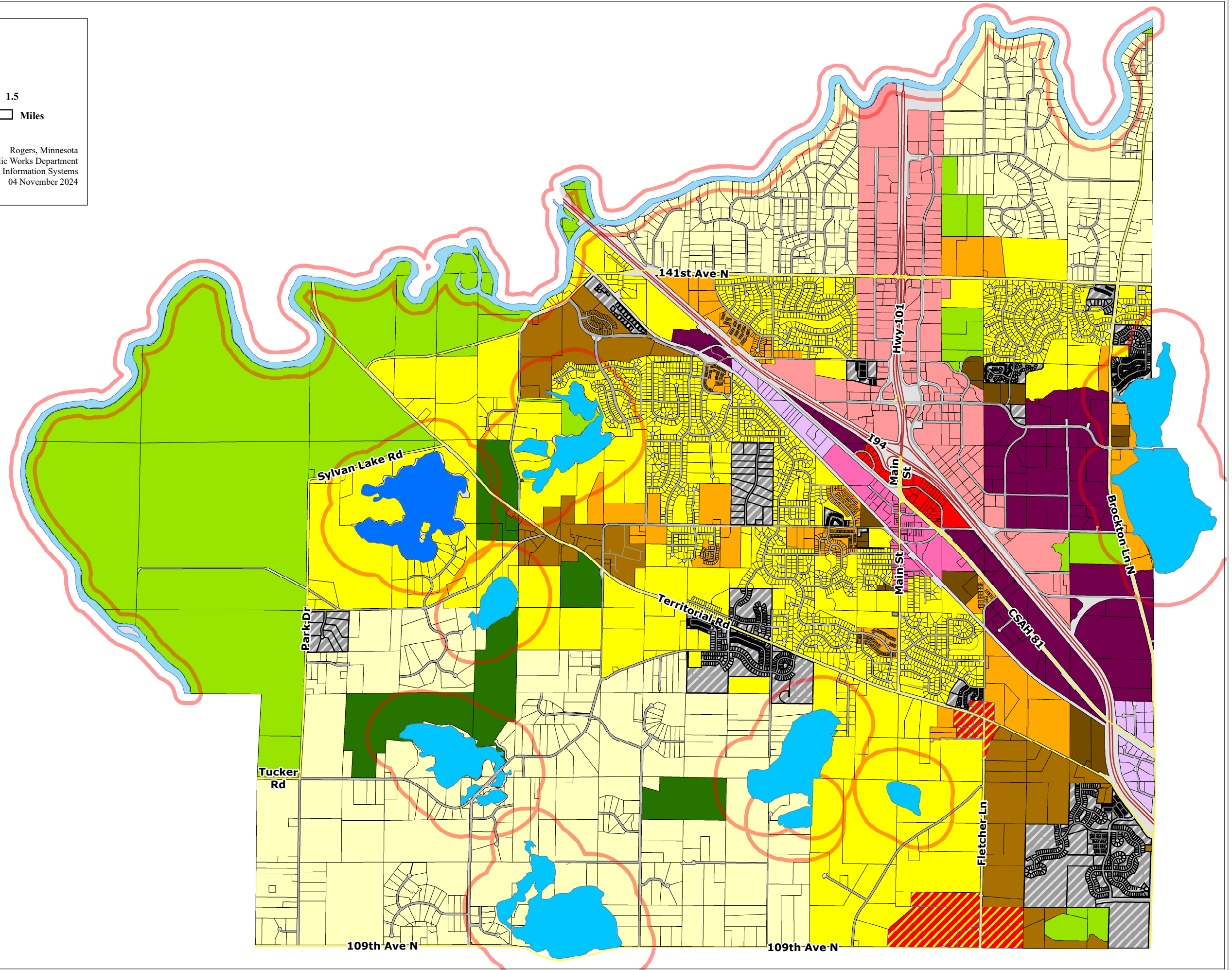
Rogers, Minnesota
Public Works Department
Geographic Information Systems
04 November 2024

Legend

- Crow River
- Natural Environment Lake
- Recreational Development Lake
- Shoreline Buffer

Zoning

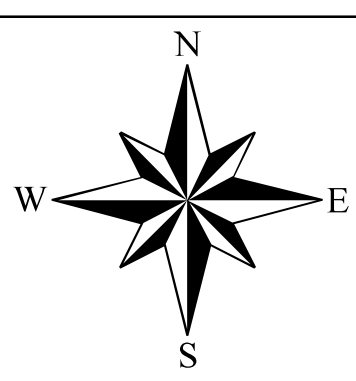
- Neighborhood
- AG
- R1
- R2
- R3
- R4
- R5
- PUD
- OP
- DT
- LC
- RC
- GI
- SB





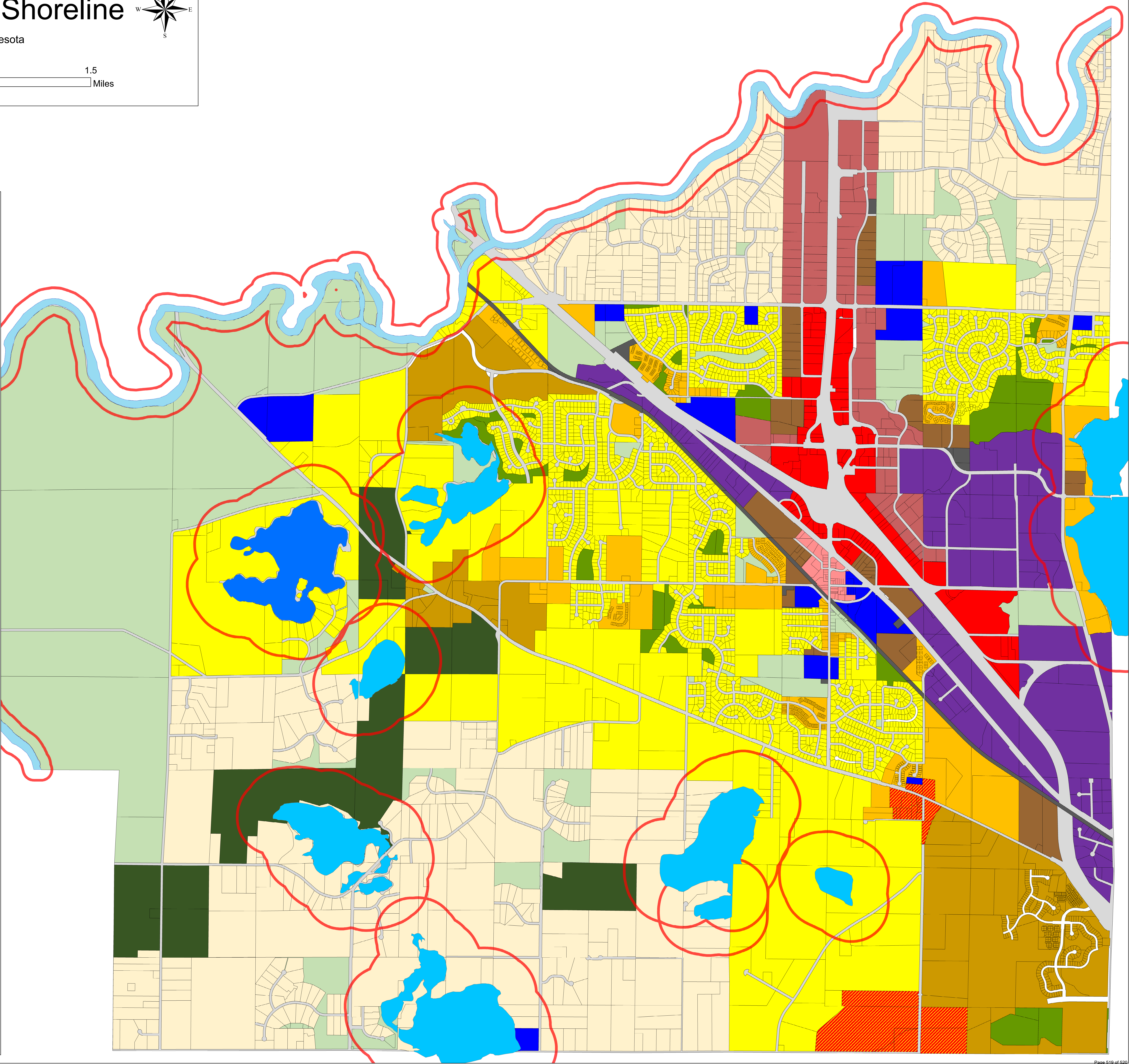
Land Use and Shoreline

City of Rogers, Minnesota



Legend

- Crow River
- Natural Environment Lake
- Recreational Development Lake
- Shoreline Buffer
- Land Use**
 - Rural Residential - 0.10 to 2 unit per acre
 - Low Density Residential - 2 to 5 units per acre
 - Medium Density Residential - 5 to 11 units per acre
 - High Density Residential - 11 to 60 units per acre
 - Mixed Residential - 4 to 15 units per acre
 - Mixed Use Regional - 8 to 60 units per acre
 - Mixed Use Neighborhood - 3 to 6 units per acre
 - Mixed Use Downtown - 8 to 40 units per acre
 - Commercial
 - Industry
 - Park & Open Space
 - Protected Resources
 - Agriculture Preserve
 - Institutional
 - Utility/Railroad





STAFF REPORT

Meeting Date: January 14, 2025

ROGERS CITY COUNCIL

Agenda Item: 9.1

Subject: Adjourn to Closed Session to Discuss Potential Sale of Real Properties Pursuant to Minnesota Statute 13D.05, Subdivision 3(c); PID 14-120-23-42-0015, PID 14-120-23-42-0021, and PID 14-120-23-21-0023

Prepared By: Stacie Brown, City Clerk

Recommended Council Action

Motion to adjourn to Closed Session to discuss the potential sale of real properties owned by the City, pursuant to Minnesota Statutes 13D.05, Subdivision 3(c). PID 14-120-23-42-0015 and PID 14-120-23-42-0021.

Overview / Background / Analysis

Council will adjourn to Closed Session to discuss the potential sale of real properties owned by the City, pursuant to Minnesota Statutes 13D.05, Subdivision 3(c):

- PID 14-120-23-42-0015
- PID 14-120-23-42-0021
- PID 14-120-23-21-0023

Staff Recommendation

Motion to adjourn to Closed Session to discuss the potential sale of real properties owned by the City, pursuant to Minnesota Statutes 13D.05, Subdivision 3(c). PID 14-120-23-42-0015, PID 14-120-23-42-0021, and PID 14-120-23-21-0023.

Financial Impact:

Source Fund:

Budgeted? N/A

Supporting Documentation

None