



AGENDA

Rogers Arena Commission

March 31, 2025 - 5:30 PM

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

2. PRESENTATIONS

3. 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.

4. 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.

4.1 Approval of the December 9, 2024 Arena Commission Minutes

5. GENERAL BUSINESS

5.1 Review Banner Policy

5.2 Expansion Discussion

6. OTHER BUSINESS

7. CORRESPONDENCE AND REPORTS

7.1 Staff Report

8. ADJOURN



STAFF REPORT
ROGERS ARENA
COMMISSION

Meeting Date: March 31, 2025

Agenda Item: 4.1

Subject: Approval of the December 9, 2024 Arena Commission Minutes

Prepared By: Marcy Dalchow, Public Works Administrative Assistant

Recommended Council Action

Overview / Background / Analysis

Staff Recommendation

Move to approve the Arena Commission Minutes from December 9, 2025.

Financial Impact:

Source Fund:

Budgeted?

Supporting Documentation

A. December 9, 2024 Arena Commission Minutes

**City of Rogers
Arena Commission Meeting Minutes
December 9, 2024**

The regular meeting of the Arena Commission of the City of Rogers was called to order by Parks and Recreation Director, Mike Bauer on Monday, December 9, 2024, at 4:31 pm at the 21st Century Bank Event Center, 12716 Main Street, Rogers, MN 55374.

Roll Call

Bill Zacher	Rogers Youth Hockey Association
Nate Moen	Rogers Youth Hockey Association
Sara Weis	Rogers Royals Face Off Booster Club/RHS
Barb Timm	Member At Large
Aric Dols	Resident
Mark Eiden	Rogers City Council Liaison
Kevin Jullie	Rogers City Council Liaison
Mike Bauer	Parks and Recreation Director
Marcy Dalchow	Public Works Administrative Assistant

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

2. PRESENTATIONS None.

3. APPROVE AGENDA Agenda approved as submitted.

4. CONSENT AGENDA

4.1 Approval of Meeting Minutes September 30, 2024, meeting minutes approved as submitted.

5. GENERAL BUSINESS

5.1 RAC Ice Allocation Policy

At the May 2024 Arena Commission Meeting the Ice Allocation Policy was discussed, and staff was asked to make some revisions. The revised version of the policy was reviewed at this meeting. Some of the changes and how the priorities are set were discussed. If a second sheet of ice were to be added, staff expect additional tournaments to be held in Rogers. If this happens, the Boosters ask that the girls practice times are protected.

The Commission approved the revised Ice Allocation Policy with minor clean up and edits to be made. Staff will make these edits and put it on an agenda for City Council approval.

5.2 Player Recognition Nominations

It is part of the efforts of the Rogers Activity Center (RAC) to market and grow the activities that take place there; to instill community pride, garner hopes and aspirations of those who skate at the RAC and to honor those who have gone on to play at higher levels of hockey.

A Player Recognition Policy was reviewed as well as a list of hockey players being considered for nomination and those players currently on the wall. The Commission discussed who should track eligibility for the wall and how often the wall should be updated. The Rogers Royals Face Off Booster Club will track eligibility. Hockey players that earn a letter for Rogers High School at least one season and go on to play college hockey, professional hockey, play on the US National Team, or played Tier II Juniors or higher shall be eligible for recognition. Players are nominated either by the Rogers Royals Face Off Booster

Club (RRFOBC) or Rogers Youth Hockey Association (RYHA). The Arena Commission will approve or deny recognition prior to installation annually. It was suggested nominations and approvals be made in the summer, so the wall can be updated, and players can be recognized at the alumni hockey game.

The current goal is to get Paetyn Levis's Professional Women's Hockey League (PWHL) jersey on the recognition wall.

5.3 Expansion Discussion

Staff and RYHA have been meeting with the architects and engineers on the RAC expansion designs. The plans have been sent to 3 contractors from whom we are waiting for pricing. Ideas for the RAC expansion were also discussed.

Additionally, Staff and RYHA have been working with Front Burner Sports on the naming rights and sponsorships for the building. The fund-raising asset packages for the naming rights deals should be finalized by late December and outreach to potential sponsors may begin early in January. RYHA is working on other fund-raising things such as a spring gala and a wall of sponsored bricks.

The footings for the turf facility should be completed by the end of January 2025. Construction is planned to be completed late in 2025.

6. OTHER BUSINESS None

7. CORRESPONDENCE AND REPORTS

7.1 Partner Updates

Rogers Youth Hockey Association (RYHA): There is a meeting tonight to inform members of the association of the status of the turf facility and the need for money to build a second sheet of ice. Details of the fund-raising activities will be shared as well.

Rogers Royals Face Off Booster Club (RRFOBC): No update, Weis left this meeting early for an event in Elk River.

Staff Correspondence

See meeting packet.

8. ADJOURN: Meeting adjourned at 5:58 pm.



STAFF REPORT
ROGERS ARENA
COMMISSION

Meeting Date: March 31, 2025

Agenda Item: 5.1

Subject: Review Banner Policy

Prepared By: Mike Bauer, Parks & Recreation Director

Recommended Council Action

Overview / Background / Analysis

In a call for action items for this meeting, we were requested to review the RAC Banner Policy.

Staff Recommendation

Review and recommend changes to the policy.

Financial Impact:

Source Fund:

Budgeted?

Supporting Documentation

A. RAC_Banner_Guidelines



Banner Guidelines

Effective 3-3-08

Modified 2-18-10

It is the City of Rogers and the Rogers Activity Center's philosophy to keep the RAC walls streamlined and "clean" of banner's unless they meet the following guidelines.

General guidelines:

1. The High School banners shall be made of the same material and design and have exact dimensions as the current banner that is hanging , or at the High School's/Booster Club expense, all previous banners and any new banner can be reproduced to meet the current banner dimensions.
2. The Rogers Youth Hockey Association banners shall be made of the same material and design and have exact dimensions as the current banner.
3. Each organization may re-do all their banners with new material as long as they are the same dimensions of the banners currently in the Ice Arena as stated above.
4. All banners on the North wall shall be Rogers High School Hockey team State Tournament Conference, or Champion banners.
5. If a banner for the High School is added it shall be made of the same material and design and have exact dimensions as the current banners, or at the High School's/Booster Club expense, all previous banners and the new banner can be reproduced to meet the guidelines.
6. All banners for the RYHA shall be made of the same material and design and have exact dimensions as the banners already hanging.
7. The High School may hang banners from regular season tournaments for one calendar year from the date of the tournament.

West wall:

1. A total of 40 banners for RYHA will be allowed to hang at any one time.
2. RYHA banners must be District, Regional or State Tournament Champions only. Any banner currently hanging on the west wall will remain until all spots are taken. Once all spots are full, the RAC will take down the banner of the RYHA's choice and replace it with the new banner.
3. All banners shall be made of the same material and design and have exact dimensions as the banners already hanging.



STAFF REPORT
ROGERS ARENA
COMMISSION

Meeting Date: March 31, 2025

Agenda Item: 5.2

Subject: Expansion Discussion

Prepared By:

Recommended Council Action

Overview / Background / Analysis

Construction Manager At Risk Proposals were due at noon on Friday, March 28th. The architectural Plan set used in the RFP is attached. Also attached is an agreement used with the Northfield project.

Staff Recommendation

Financial Impact:

Source Fund:

Budgeted?

Supporting Documentation

- A. _20250312_Rogers Activity Center_Expansion_Architectural Set
- B. City of Dundas Agreement

The logo for HTG architects features the letters 'HTG' in a large, bold, black sans-serif font. A thick, dark grey swoosh underline starts under the 'H', curves under the 'T' and 'G', and ends under the 'G'. Below the swoosh, the word 'architects' is written in a smaller, black, lowercase sans-serif font.

1010 Mainstreet, Suite 100
Hopkins, MN 55343
Tel: 952.278.8880

ROGERS
ACTIVITY CENTER
ADDITION
ROGERS, MINNESOTA



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 Architect under the laws of the State of Minnesota

Name
123456

Reg No. Date

TITLE SHEET, DRAWING INDEX AND PROJECT DATA

GO.1

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Page 8 of

LANDSCAPE ARCHITECT:

ANDERSON ENGINEERING
13605 FIRST AVENUE NORTH
SUITE 100
PLYMOUTH, MN 55441
TEL: (763) 412-4000
CONTACT: JOE LUCHT
EMAIL: jlucht@ae-mn.com

ABBREVIATIONS

MATERIAL SYMBOLS

ALTERNATES

Alternate #1: THE BASE REFRIGERATION SYSTEM FOR THE ICE RINK SHALL BE A 250 TON R513a SKID SYSTEM WITH COMPONENTS AS DETAILED ON THE DRAWINGS. THE CMAR SHALL PROVIDE ALTERNATE PRICING TO ENLARGE A 250 TON R717 (AMMONIA) SKID SYSTEM WITH COMPONENTS AS DETAILED ON DRAWINGS.

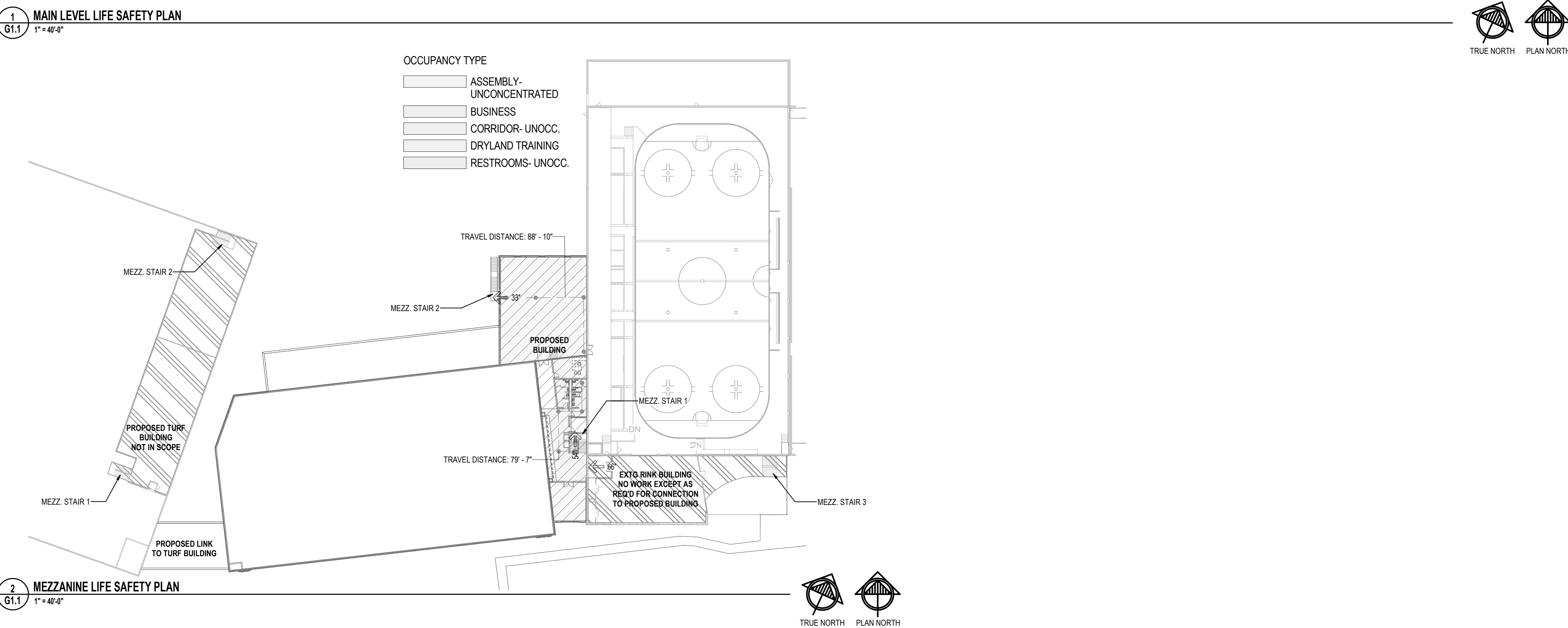
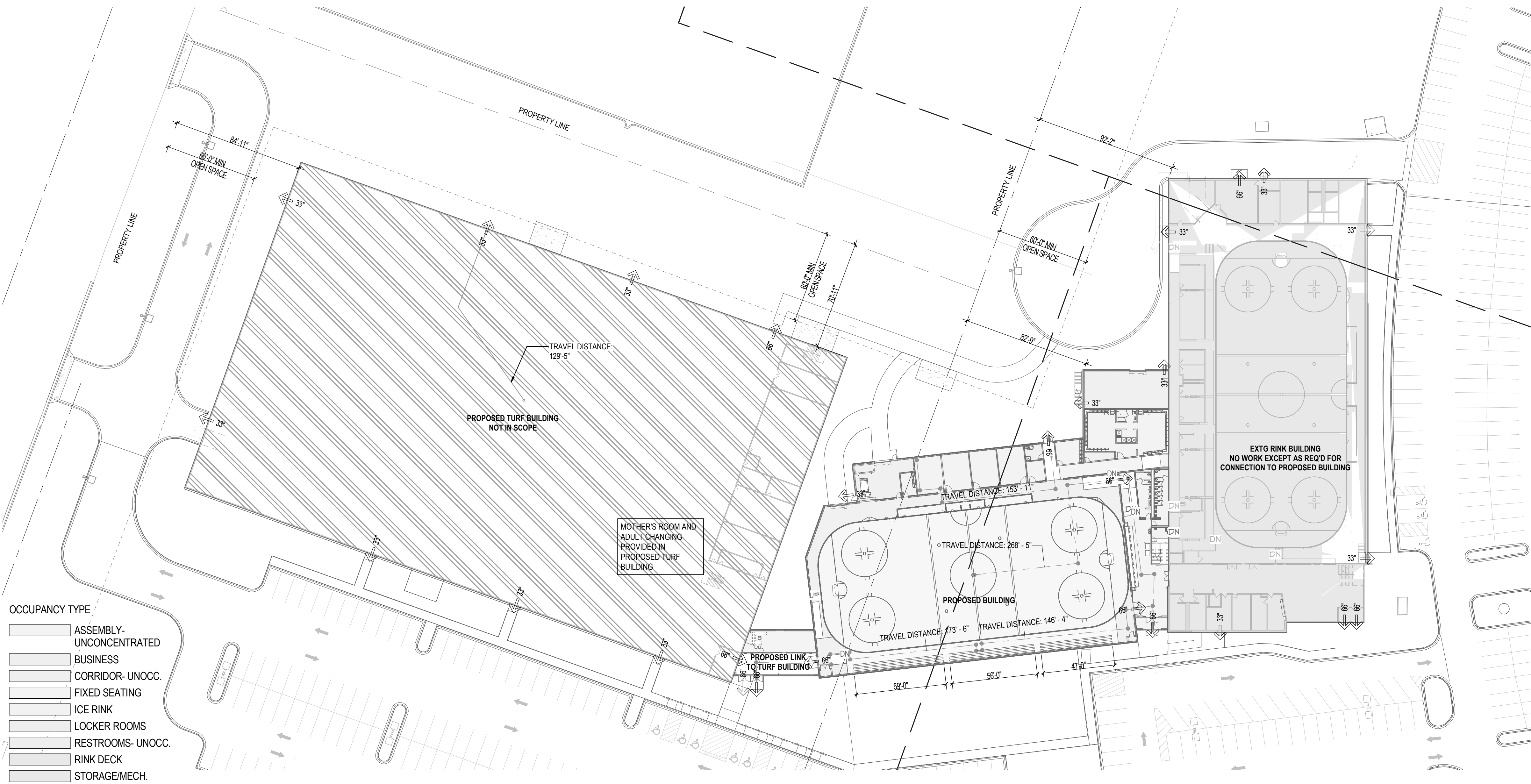
Alternate #2: THE BASE BID FOR THE GIRLS LOCKER ROOM SUITE, ALL SPACES INDICATED ON THE ENLARGED GIRLS LOCKER ROOM SUITE SHALL BE BID AS A VANILLA SHEET. OF THOSE SPACES ONLY. ADD ALTERNATE PRICING WILL BE MAINTAIN TEND OUT OF THOSE SPACES AS SHOWN ON 21A25 INCLUDING INTERIOR WALLS, DOORS, PLUMBING FIXTURES, SYSTEMS, MECHANICAL, FINISHES, LIGHTING, AND ALL WORK WITHIN THE SHELL AREA INDICATION

ACT.	ACOUSTICAL TILE	MFR.	MANUFACTURER
ADJ.	ADJUSTABLE	MIN.	MINIMUM
AFF.	ABOUT FINISHED FLOOR	MISC.	MISCELLANEOUS
ALT.	ALTERNATE	MLAM.	METAL LAMINATE
ALUM.	ALUMINUM	MTL.	METAL
APPROX.	APPROXIMATE	MULL.	MULLION
B.O.	BOTTOM OF	NIC.	NOT IN CONTRACT
BTUM.	BITUMINOUS	NO.	NUMBER
BUILD.	BUILDING	NOM.	NOMINAL
BLKG.	BLOCKING	NTS.	NOT TO SCALE
BM.	BEAM	O.C.	ON CENTER
BOT.	BOTTOM	O.D.	OUTSIDE DIAMETER
BRG.	BEARING	OPNG.	OPENING
C.C.	CONTROL JOINT	PART. BD.	PARTICLE BOARD
CL.	CERAMIC TILE	PL.	PLATE
CLG.	CEILING	PLAM.	PLASTIC LAMINATE
CLR.	CLEAR	PLYWD.	PLYWOOD
CMU.	CONCRETE MASONRY UNIT	PREFN.	PREFINISHED
COL.	COLUMN	PVC.	POLYVINYL CHLORIDE
CONC.	CONCRETE	QT.	QUARRY TILE
CONSTR.	CONSTRUCTION	R.D.	ROOF DRAIN
CONT.	CONTINUOUS	R.O.	ROUGH OPENING
CPT.	CARPET	RAD.	RADIUS
DIA.	DIAMETER	RECOP.	RECEPTEFACE
DIAG.	DIAGONAL	REF.	REFERENCE
DR.	DOOR	REINF.	REINFORCE (I) (ING)
EFS.	EXTERIOR INSULATION FINISH	RESIL.	RESILIENT
EL.	ELEVATION	REV.	REVISION
ELUM.	ELECTRIC (AL)	RM.	ROOM
ELEC.	ELECTRIC (AL)	S.D.	STORM DRAIN
ELEV.	ELEVATOR	SM.	SIMILAR
EFDM.	EPOXY (EPIBROMOPOLYBENZIDINE) MONOMER ROOFING MEMBRANE	SPEC.	SPECIFICATION
EQ.	EQUAL	SQ.	SQUARE
EQU.	EQUIPMENT	SSTL.	STAINLESS STEEL
EW.	ELECTRICAL WATER COOLER	STD.	STANDARD
EXP./JT.	EXPANSION JOINT	STL.	STEEL
EXT.	EXTERIOR	STRUCT.	STRUCTURAL
EXTG.	EXISTING	SUSP.	SUSPENDED
F.D.	FIRE EXTINGUISHER CABINET	T&G.	TONGUE AND GROOVE
FEC.	FIRE EXTINGUISHER CABINET	T.O.	TOP OF
FFE.	FINISHED FLOOR ELEVATION	TEMP.	TEMPERED
FIN.	FINISH (ED)	THK.	THICK (NESS)
FLRG.	FLOORING	TRKD.	TREATED
FLND.	FOUNDATION	TYP.	TYPICAL
FO.	FOOT	VB.	VAPOR BARRIER
FTG.	FOOTING	VCT.	VINYL COMPOSITE TILE
FURG.	FURRING	VFY.	VERIFY
G.	GAUGE	w/	WITH
GALV.	GALVANIZED	w/o	WITHOUT
GL.	GLASS	WD.	WOOD
GYP.BD.	GYPSONUM BOARD	WDW.	WINDOW
HM.	HOLLOW METAL	WT.	WEIGHT
HORIZ.	HORIZONTAL	WWF.	WELDED WIRE FABRIC
HT.	HEIGHT		
HVAC	HEATING/VENTILATION/AIR CONDITIONING		
ID.	INSIDE DIAMETER		
IN.	INCH		
INCL.	INCLUD (I) (ING)		
INSUL.	INSULATION		
INT.	INTERIOR		
ISO.	ISOCYANURATE		
JT.	JOINT		
LAM.	LAMINATE		
L.M.	MASONRY OPENING		
MATL.	MATERIAL		
MAX.	MAXIMUM		
MECH.	MECHANICAL		

[illegible][illegible]

PLUMBING FIXTURES QUANTITIES ARE CALCULATED BASED ON A WORST CASE SCOPE OF USE. THE SCOPE ASSUMES LOCKER ROOMS TO BE FULLY OCCUPIED, AND ICE TO BE AT A MAXIMUM USEABLE OPEN SKATE CAPACITY OF 150 OCCUPANTS. THE LOBBY WILL ASSUME OCCUPANTS SEATED ALONG THE GLAZING WITH ONE ROW OF STANDING SPECTATORS BEHIND THE SEATED OCCUPANTS. REMAINING LOBBY SPACE IS ASSUMED TO BE CIRCULATION AND SUPPORT SPACE FOR OCCUPANTS ALREADY IN OTHER SPACES OF THE BUILDING. BLEACHERS ARE CALCULATED AT A FIXED NUMBER OF SEATS AT 16" PER OCC.

FOR LIFE SAFETY PURPOSES ALL SPACES WILL BE CALCULATED AT THEIR MAXIMUM POSSIBLE CAPACITY AS DEFINED IN THE CODE.



Rogers Activity Center Rink Addition - Code Review			
City of Rogers - Hennepin County			
2020 MN Bldg Code (Based on 2018 IBC) - 2024 MN Energy Code			
Roof Snow 50# - Min 3'-6" TOF - 3.25" rain/hr			
PROJECT STATISTICS			
The rink addition will combine new addition, existing rink and existing turf building into a single story unlimited area building under the provisions of section 507.4. All three buildings have mezzanines which fall under the maximum allowed area of 1/3 of the main space, are sprinklered and provide two exits. The final building will maintain a 60' public way as required by 507.4.			
Site	Public Way	60' min	
General	Sprinkler System	Yes	
	Emergency Voice Alarm System	Yes	
Rink Addition	Occupancy	Group A-4	
	Const. Classif.	IIB	
	Height	32'	
	Stories	1 with mezzanine	
	Main Level Area	34,965 sf	
	Mezzanine Area	6,428 sf	
Existing Rink	Occupancy	Group A-4	
	Const. Classif.	IIA, to be reclassified as IIB	
	Height	32'	
	Stories	1 with mezzanine	
	Main Level Area	38,350 sf	
	Mezzanine Area	4,200 sf	
Existing Turf Building	Occupancy	Group A-3	
	Const. Classif.	IIB	
	Height	68'-10"	
	Stories	1 with mezzanine	
	Main Level Area	79,663 sf	
	Mezzanine Area	5,875 sf	
CHAPTER 3 - USE/OCCUPANCY CLASSIFICATION			
Classification	303.5	Group A-4	Indoor Arena with spectator seating
CHAPTER 4 - SPECIAL REQUIREMENTS			
N/A	N/A	N/A	N/A
CHAPTER 5 - BUILDING HEIGHTS AND AREAS			
Height	504.3	75'	A - IIB - Sprinkler
Stories	504.4	3 Stories	A-4 - IIB - Sprinkler
Mezzanine Area	505.2.1	1/2 of ML	Must have sprinkler and Emergency voice/alarm system - 1/3 if no sprinkler
Mezzanine Openness	505.2.3	Enclosed	Allowed with 2 stairs under exception #2
Building Area	506.2	38,000	A-4 - IIB - Sprinkler - S1 (1-story)
Unlimited Area	507.4	Yes	1 story, sprinkler, 60' public ways
Incidental Uses	509.1	Refrigerant Machinery	1 hr or sprinkler/must be smoke resisting if no barrier
CHAPTER 6 - TYPES OF CONSTRUCTION			
Fire Rating	601	0 Hr	All
Construction Classifications	602.2	IIB	Non-Combustible Mat.
Allowable Comb Mat	603.1	Blocking, interior finishes, mill/work...	
Allowable Comb Mat	603.1	Insulation	Flame Spread Index <25
Allowable Comb Mat	603.1	Roof Coverings	A, B, C Class
CHAPTER 7 - FIRE AND SMOKE PROTECTION			
CHAPTER 9 - FIRE PROTECTION AND LIFE SAFETY SYSTEMS			
Automatic Sprinkler	903.2.1	Automatic Sprinkler - Req'd emergency voice/alarm communications	Group A
System Initiation	907.2.1.1		
Emergency Voice Alarms	907.5.2.2	NFPA 72	
CHAPTER 10 - MEANS OF EGRESS			
Elevation Change	1003.5	Elevation change >12"	Ramp
Adjacent Levels for Mezz	1004.2.2	Occ. Load added to adjacent space	
Occupant Load	1004.5	1,108.94	
Fixed Seating	1004.6	1 OCC/18" seating length	
Egress Sizing -Stairways	1005.3.1	221.788	.2" per OCC if automatic sprinkler and emergency voice/alarm communication system
Egress Sizing - Other	1005.3.2	166.341	.15" per OCC if automatic sprinkler and emergency voice/alarm communication system
Number of Exits	1006.2.1	More than 1 Exit	
3-4 Exits	1006.2.1.1	4 exits required	More than 1,000 OCC
Refrigeration Exits	1006.2.2.2	2 exits	2 exits if larger than 1,000 sf
		150' travel distance	door swing in direction of egress travel, with panic hardware
Electrical room Exits	1006.2.2.4	vfy	equipment over or under 1,000 volts
Exit Configuration - 2 exits	1007.1.1	1/3 of overall diagonal length	Building has automatic sprinkler
Exit Configuration - 3+ exits	1007.1.2	1/3 of overall diagonal length for at least 2 exits	Reasonable Distance spacing for additional req exits
Illumination	1008.2	Required at aisles	Group A
Accessible Egress Elevators	1009.1	1 accessible exit from mezz	exception 1 includes stair, elevator or lift
Exit Access Stairways	1009.2.1	not required	required only if 4 or more stories
Stairway Width	1009.3.1	permitted	from mezzanine as accessible means of egress
	1009.3.2	48" btn handrails	less if automatic sprinkler
Area of Refuge	1009.3.3	not required	if equipped with automatic sprinkler @ stair and elevators
Exit Access	1016	not allowed through intervening space	
Exit Access Travel Distance	1017	250'	Group A - with sprinkler
Exit Access Stairway	1019.2	Not required to be enclosed	at floor levels within a single story (mezz is not a story)
Corridor Rated Enclosure	1020.2	Not required	Occ A - with sprinkler = 0 hour rating
Corridor Width	1020.3	Min 44" or 1005.3.2	includes ramp width
Interior Exit Stairways and Ramps			at floor levels within a single story (mezz is not a story)
	1023	Not required to be enclosed	
CHAPTER 11 - ACCESSIBILITY			
Elevator to Mezzanine	1104.3	Elevator provided	one accessible route provided to each portion of the building
CHAPTER 29 - PLUMBING SYSTEMS			
Minimum Plumbing Fixtures	2902	See Plumbing Req Table on this sheet	Based on Building Scope of Use (784 Occ)
Family Restroom	1109.2	1 Family Required	1 Provided
Adult Changing		1 Required	1 Provided



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PROJECT

ROGERS
ACTIVITY CENTER
ADDITION
ROGERS, MINNESOTA



ISSUED SET	PRICING SET 03/12/25
REVISIONS	

[illegible]

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 Architect under the laws of the State of Minnesota

Name		
123456		
Reg No.	Date	

PRELIMINARY
NOT FOR CONSTRUCTION

BUILDING CODE AND INFORMATION

Drawn By: JDA, NTO Checked By: KPP

G1.1

PROJECT

ROGERS
ACTIVITY CENTER
ADDITION
ROGERS, MINNESOTA

[illegible]

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 Architect under the laws of the State of Minnesota

Name
123456

Reg No. _____ Date _____

PRELIMINARY
NOT FOR CONSTRUCTION

ARCHITECTURAL SITE PLAN

Drawn By: CW, NTO Checked By: KPP

A1.1

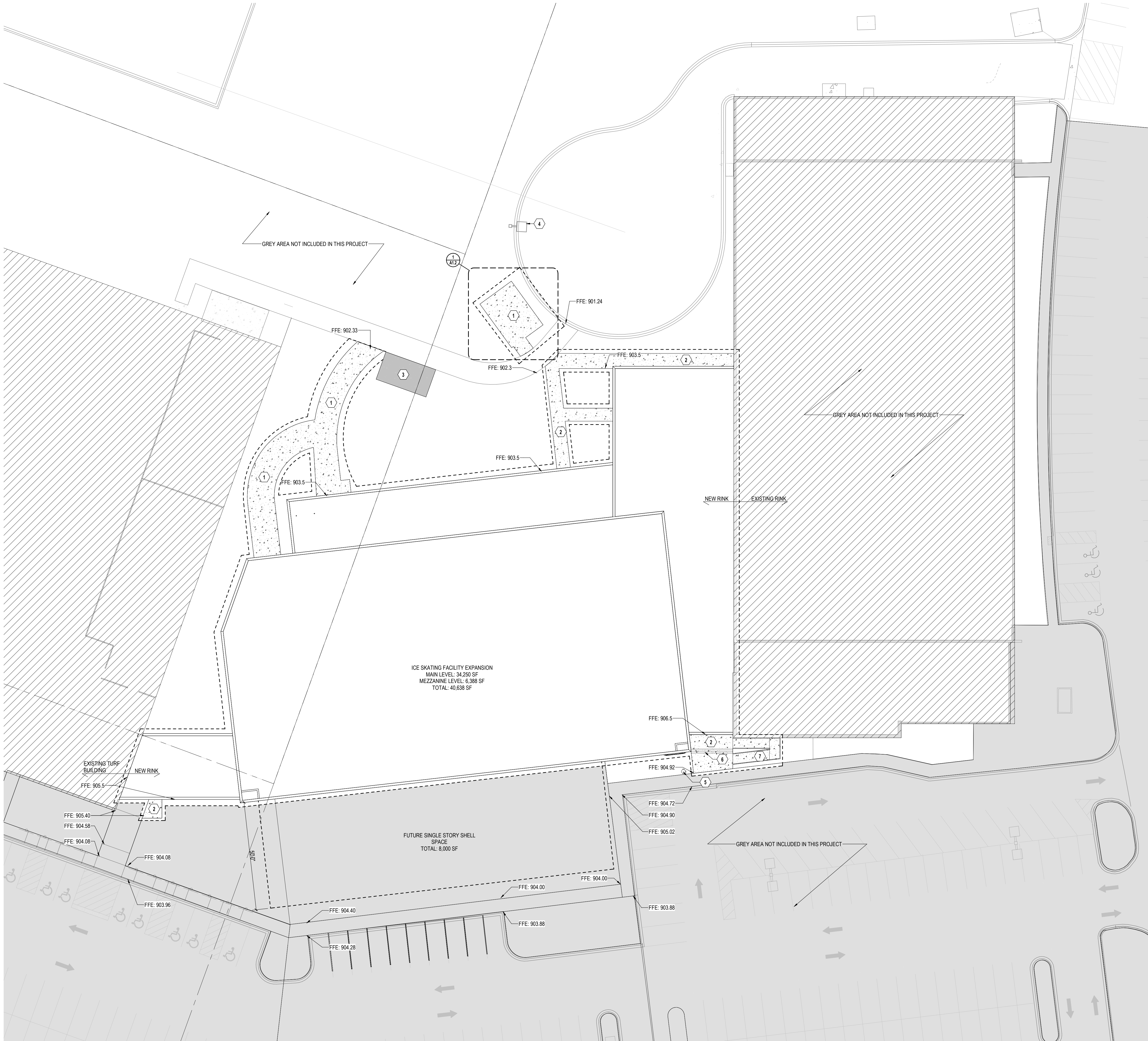
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00 KEYED SITE PLAN NOTES	
NO.	DESCRIPTION
1	NEW CONCRETE PAVEMENT - SEE CIVIL DRAWINGS & GEOTECH. REPORT
2	NEW CONCRETE SIDEWALK - SEE CIVIL DRAWINGS
3	EXISTING CONCRETE PAD FOR ELECTRICAL/MECHANICAL EQUIPMENT
4	EXISTING LIGHT POLE - FIELD VERIFY
5	EXISTING HYDRANT - PROTECT IN PLACE
6	CONCRETE STAIRCASE W/ HANDRAIL
7	CONCRETE RAMP W/ HANDRAIL

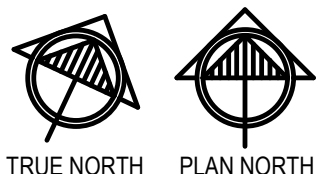
SITE PLAN GENERAL NOTES:

1. ALL SITE GRADING TO BE DONE PER CIVIL DRAWINGS.
2. VERIFY & LOCATE ALL UNDERGROUND PHONE & UTILITY LINES PRIOR TO ANY EXCAVATION.
3. SEE CIVIL & MECHAN. ELEC. DRAWINGS FOR ADDITIONAL INFORMATION REGARDING SITE UTILITIES.
4. BARRICADE OFF CONSTRUCTION AREA AS REQUIRED KEEP CONSTRUCTION AREA TO A MINIMUM.
5. SLOPE SIDEWALKS & GRADE AWAY FROM BUILDING TYPICAL 1:20 MAX. SLOPE SIDEWALK RAMP SLOPE IS 1:12 MAX. ACCESSIBLE PARK & ACCESS SLOPES ARE 1:48 MAX. SLOPE IN ANY DIRECTION.
6. MATCH NEW CONSTRUCTION WITH EXISTING WHEREVER POSSIBLE (ie., CONC. CURBS, CONC. WALKS, PAVING, ETC.)
7. MATCH/NEW GRADING INTO EXISTING GRADING.
8. CUT & PATCH EXISTING BITUMINOUS PAVING, CONC. CURBS & SIDEWALKS TO MATCH EXISTING.
9. ALL MECHANICAL & ELECTRICAL EQUIPMENT PIPING, GRILLES, CONDUCITS, ETC., TO BE PAINTED.
10. PARKING STRIPS TO BE PAINTED "4" WIDE AT 90° C/C & 20°/0°.
11. FURNISH & INSTALL POSTED HANDICAP SIGNS AS REQUIRED BY STATE CODE.
12. CONC. SIDEWALK WALLS TO BE 5'-0" WIDE w/CONC. JOINTS @ 5'-0" SIM.
13. SEE CIVIL DRAWINGS AND EXHIBITS FOR ADDITIONAL SPECIFICATION ON SITE PLAN.

EXISTING CONDITIONS & TOPOGRAPHY INFORMATION WAS TAKEN FROM ROGERS INDOOR TURF CONSTRUCTION DOCUMENT SET, BID PACK #2, DATED 9/23/2024. CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS.



1 SITE PLAN
A1.1 1" = 20'-0"



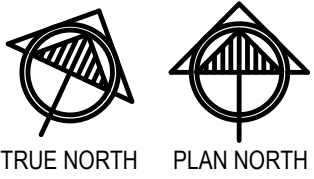
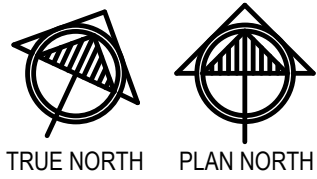
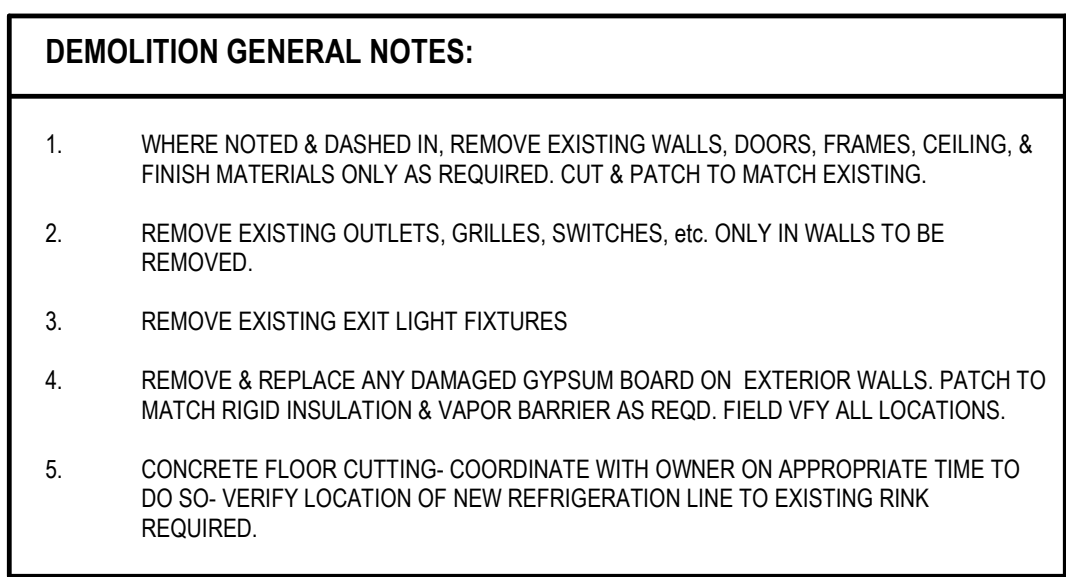
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ADDITION
ROGERS, MINNESOTA

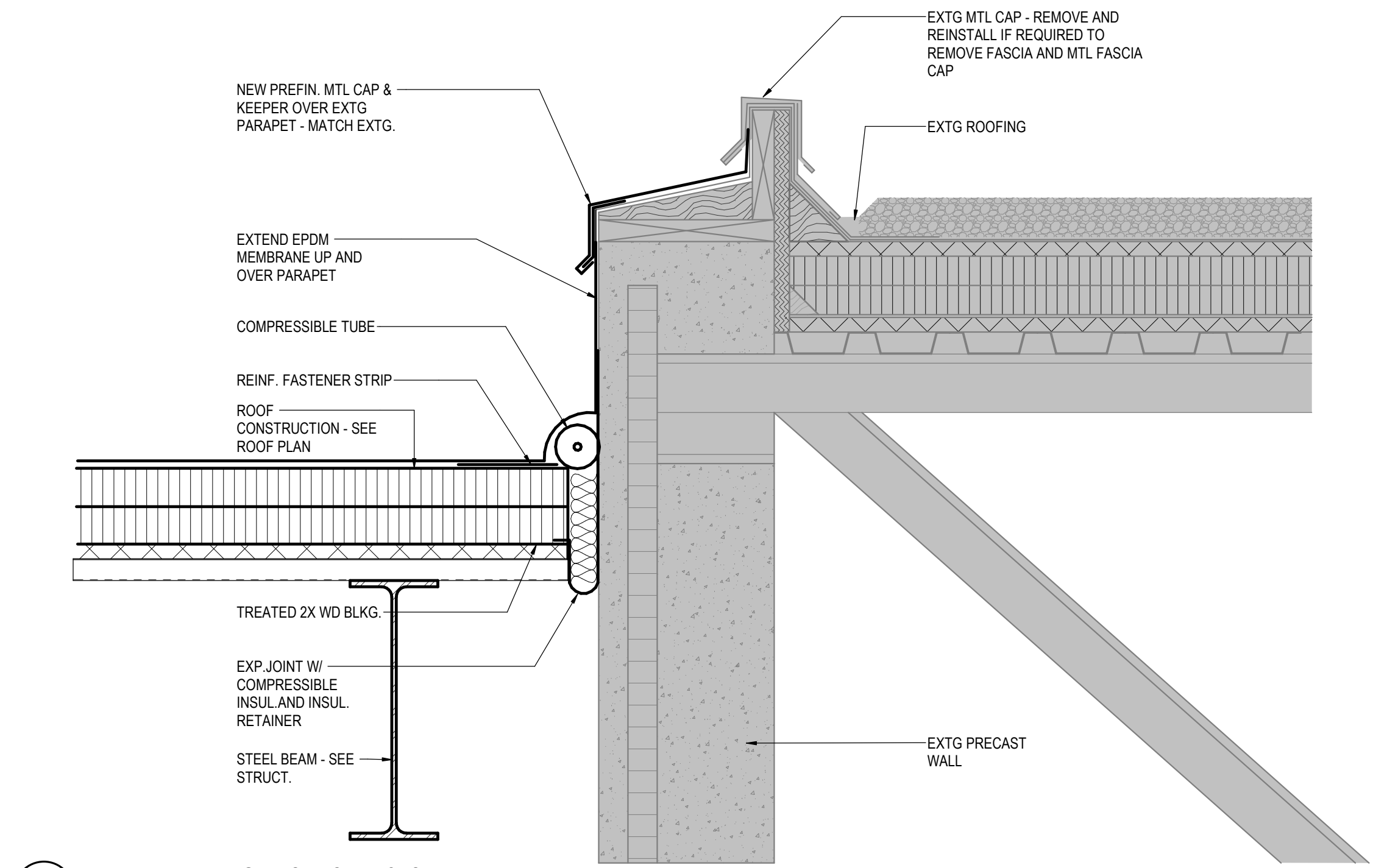
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Name		
123456		
Reg No.	Date	

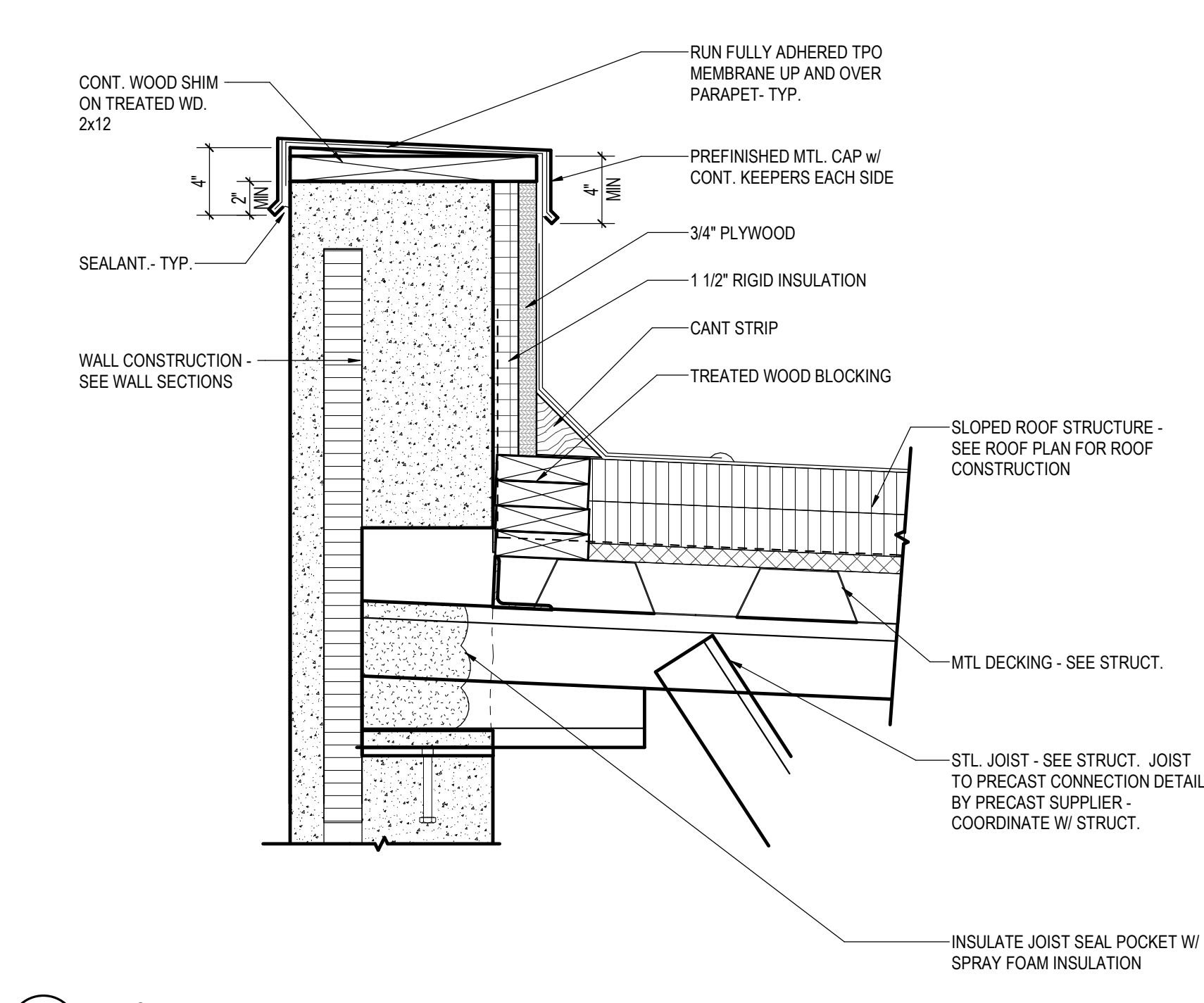
MAIN LEVEL/MEZZANINE - DEMOLITION PLANS/ NOTES

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2
A1.3
1 1/2" = 1'-0"



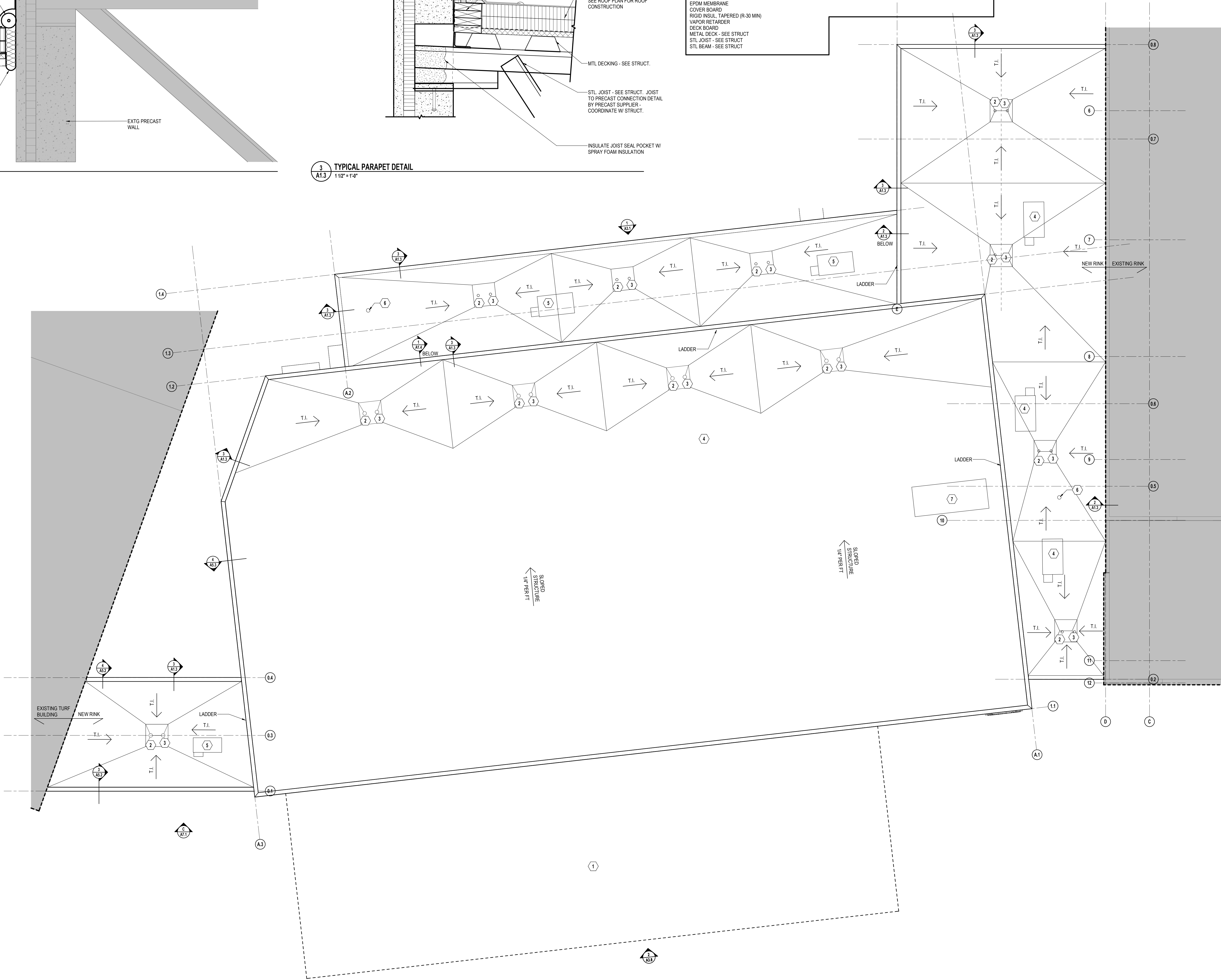
3
A1.3
1 1/2" = 1'-0"

ROOF CONSTRUCTION

GENERAL NOTES:

MISCELLAENOUS NOTES -

NO.	DESCRIPTION
1	FUTURE BUILD OUT - NOT IN SCOPE
2	ROOF DRAIN PER DETAIL THIS SHEET - SEE MECHANICAL DRAWINGS
3	OVERFLOW ROOF DRAIN SM DETAIL THIS SHEET - SEE MECHANICAL DRAWINGS
4	ROOF TOP UNIT ON INSULATED EQUIPMENT CURB - SEE MECHANICAL DRAWINGS
5	MAKE-UP AIR UNIT ON INSULATED EQUIPMENT CURB - SEE MECHANICAL DRAWINGS
6	EXHAUST FAN - SEE MECHANICAL DRAWINGS
7	DEHUMIDIFICATION UNIT - SEE MECHANICAL DRAWINGS



1
A1.3
3/32" = 1'-0"

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Hopkins, MN 55343
Tel: 952.278.8880

PROJECT

ROGERS
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ADDITION
ROGERS, MINNESOTA



ISSUED SET PRICING SET 03/12/25

REVISIONS

DATE NO

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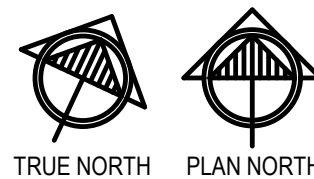
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ROOF PLAN

Drawn By: CW, NTO Checked By: KPP

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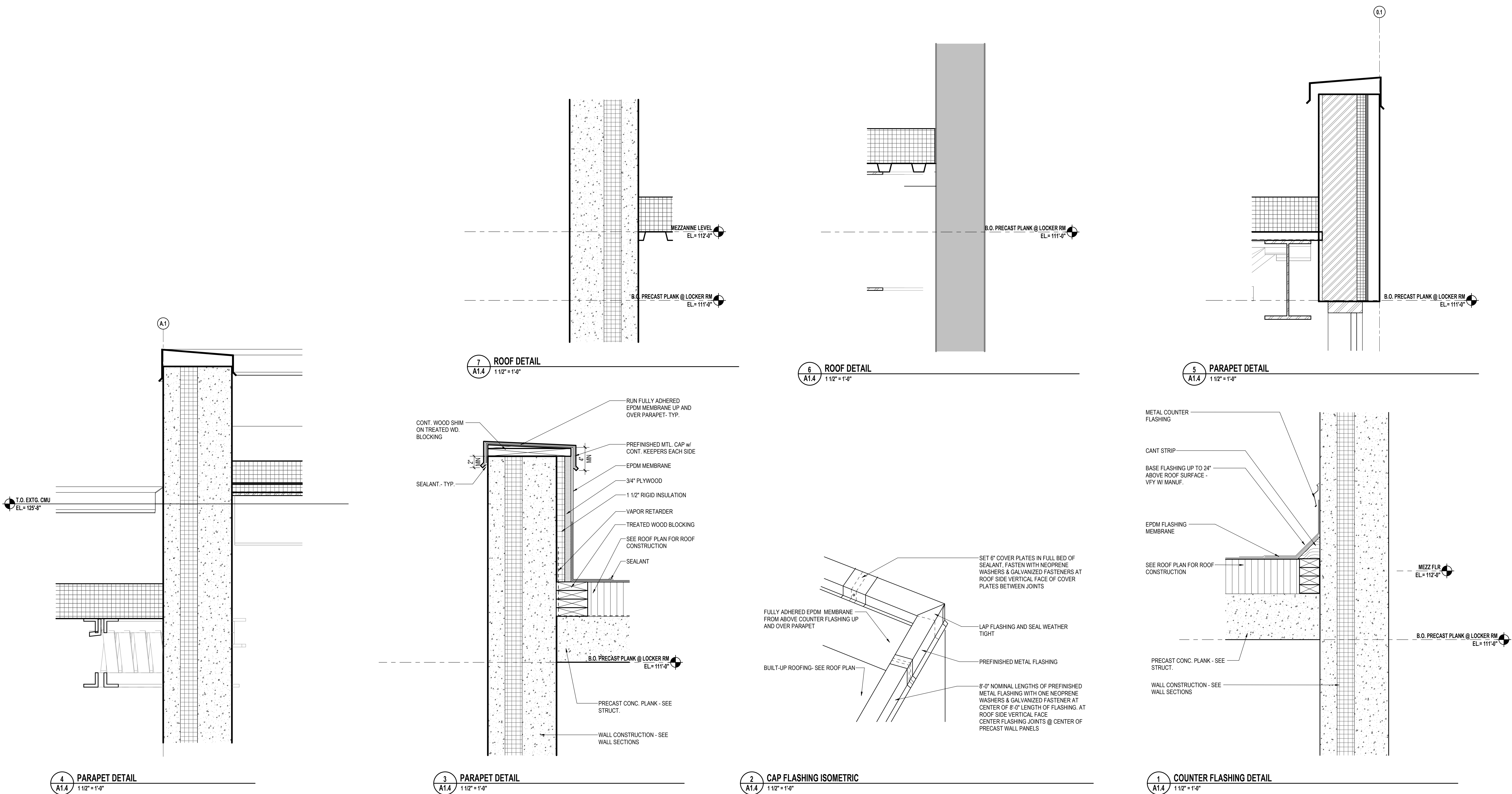
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ROOF DETAILS

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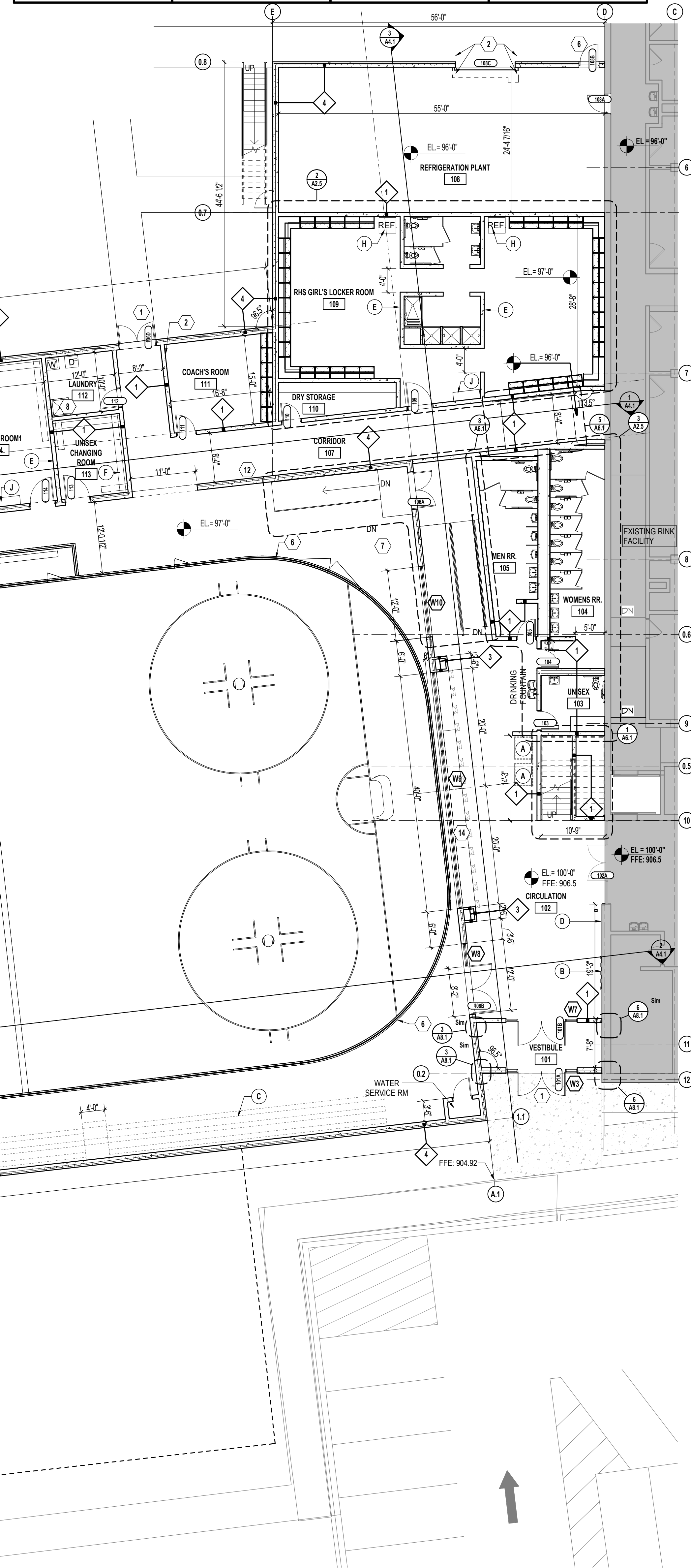
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7. ENDSHOULDER AND FLARE TO REMAIN UNTIL HANDRAILS ARE REQUIRED
8. THRESHOLD
9. WEATHER STRIPPING.
10. CLOSER.
11. KICKPLATE
12. HINGES
13. AUTOMATIC HCP. DOOR OPENER.
14. ELECTRIC LOCK (BY G.C.) & CARD READER/FOB. (DEVICE BY OTHERS).
15. COAT HOOK
16. PUSH PLATE
17. PULL HANDLE
18. TOE PULL
19. COILING DOOR (INSULATED EXTERIOR, NON INSULATED INTERIOR)
20. MORTISE LOCK SET, FUNCTION TBD
21. PANIC DEVICE

A EQUIPMENT KEYED LIST	
OWNER PROVIDE EQUIPMENT. FURNITURE & FIXTURES IN I.C. PROVIDED AND INSTALLED BY OWNER'S EQUIPMENT VENDOR. GC TO COORDINATE OPENING HEIGHTS, SIZES, AND POWERDATA..	
NO.	DESCRIPTION
A	VENDING MACHINES - GC TO PROVIDE POWERDATA
B	TV AND MOUNTING BRACKET - GC TO INSTALL AND PROVIDE BLOCKING (PLYWOOD) AS REQUIRED
C	ALUM BLACHERS WITH PLASTIC CAP
D	PAINTED LOGO ON WALL
E	MARKER BOARD WITH MARKER LEADS, MOUNT 3'0" AFF
F	CONTINUOUS BENCH AND CONTINUOUS CLOTHES HOOKS
G	SCOREBOARD - GC TO PROVIDE POWER / DATA. VERIFY FINAL MOUNTING HEIGHT AND LOCATION W/ OWNER
H	REFRIGERATOR. GC TO PROVIDE POWER
J	STICK RACKS



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MAIN LEVEL FLOOR PLAN

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1. AT ALL EXPOSED CEILINGS, STRUCTURAL ELEMENTS, MECH. DUCTS, ELEC. CONDUIT, AND CEILING TO BE PAINTED.
2. ALL ACT TO BE CENTERED IN ROOM U.N.O.

ACT. 1 - 2'x2' SUSPENDED CEILING
GRID w/ 2'x2' PAINTED MINERAL
FIBER PANELS

1'x4' SUSPENDED LIGHT FIXTURE

1'x8' SUSPENDED & SURFACE

 EXIT LIGHT

 1'X2' CEILING EGGRATE RETURN-
SEE MECHANICAL

 2'X2' CEILING EGGRATE RETURN-

 1'X1' CEILING DIFFUSER- SEE MECHANICAL

 2'X2' CEILIGN DIFFUSER- SEE MECHANICAL



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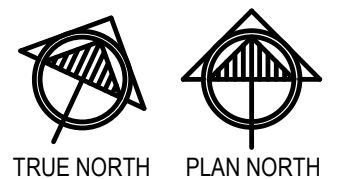
MAIN LEVEL REFLECTED CEILING PLAN

Drawn By: CW, NTO

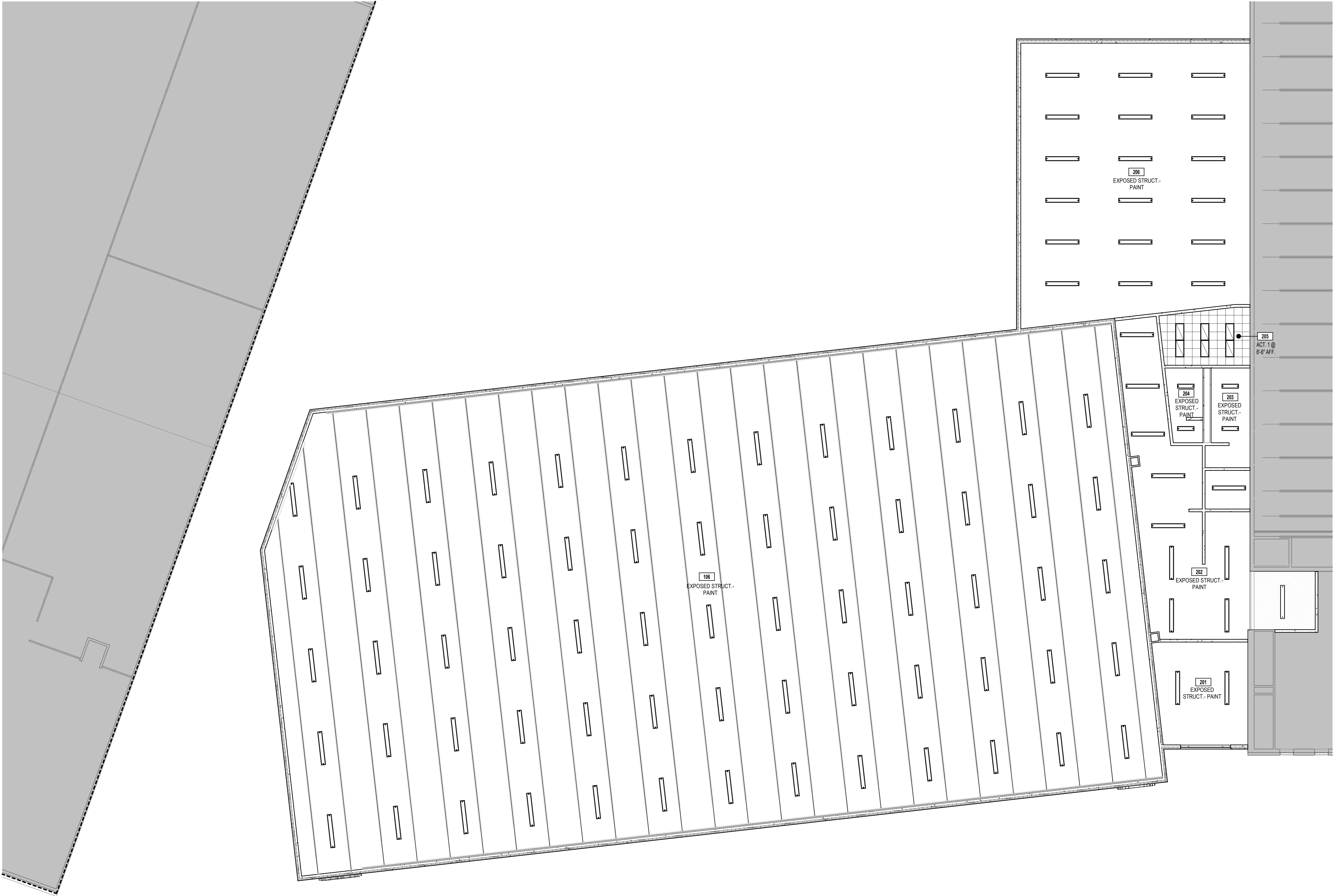
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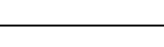


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MEZZANINE LEVEL REFLECTED CEILING PLAN
3/32\"/>

- REFLECTED CEILING PLAN GENERAL NOTES:
1. AT ALL EXPOSED CEILINGS, STRUCTURAL ELEMENTS, MECH. DUCTS, ELEC. CONDUIT, AND CEILING TO BE PAINTED.
 2. ALL ACT TO BE CENTERED IN ROOM U.N.O.

REFLECTED CEILING PLAN LEGEND					
	ACT. 1 - 2'x2' SUSPENDED CEILING GRID w/ 2'x2' PAINTED MINERAL FIBER PANELS		1'x4' SUSPENDED LIGHT FIXTURE		1'x2' CEILING EGGRATE RETURN- SEE MECHANICAL
			1'x8' SUSPENDED & SURFACE MOUNTED LIGHT FIXTURE		2'x2' CEILING EGGRATE RETURN- SEE MECHANICAL
			2'x4' RECESSED LIGHT FIXTURE		1'x1' CEILING DIFFUSER- SEE MECHANICAL
			EXIT LIGHT		2'x2' CEILIGN DIFFUSER- SEE MECHANICAL



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ISSUED SET PRICING SET 03/12/25

REVISIONS

DATE NO

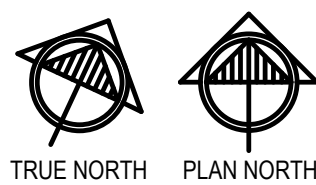
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MEZZANINE LEVEL
REFLECTED CEILING PLAN

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ENLARGED LOCKER ROOM AND RESTROOM PLANS & ELEVATIONS

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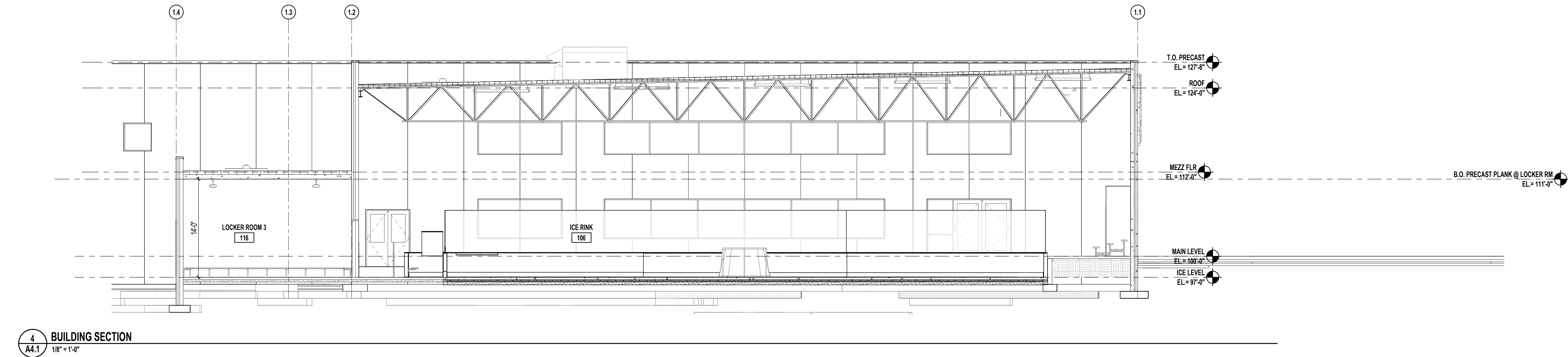
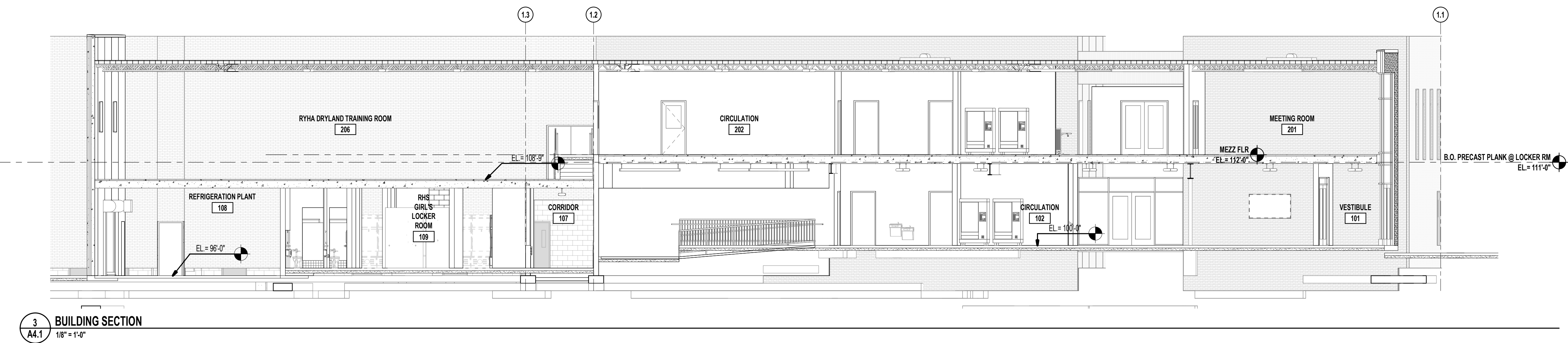
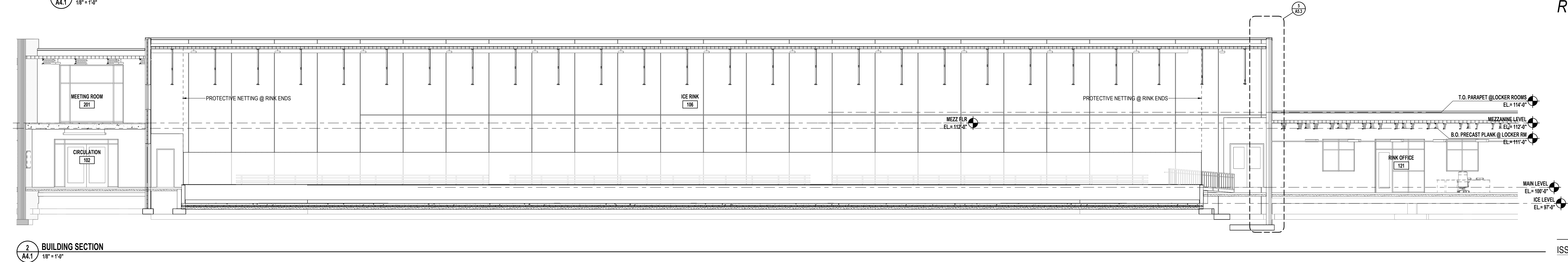
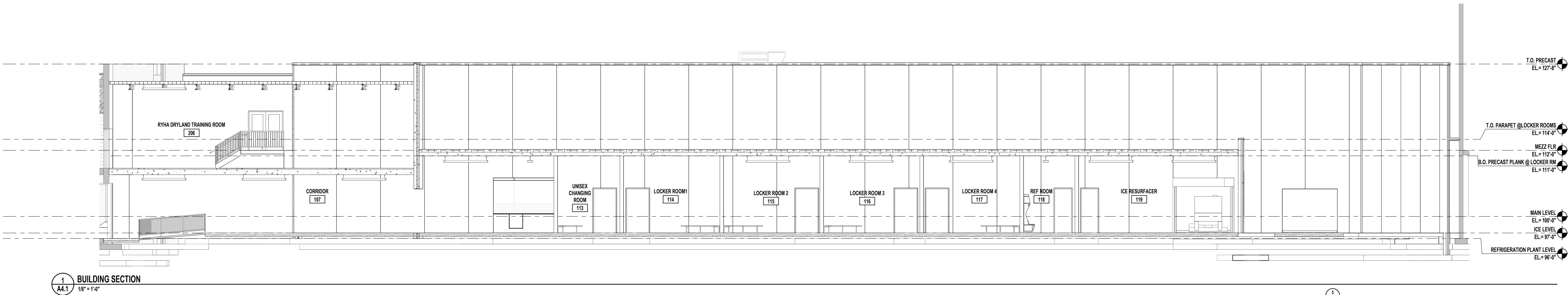
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BUILDING SECTIONS

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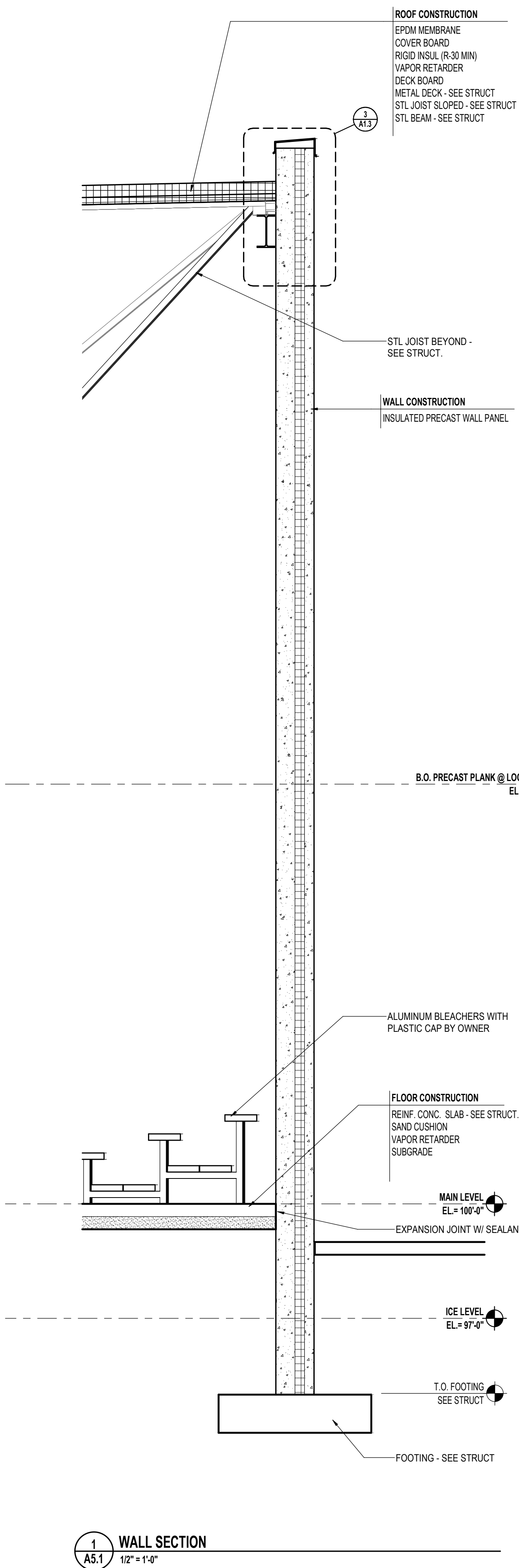
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WALL SECTIONS

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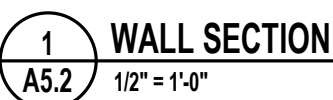


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WALL SECTIONS

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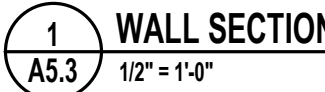
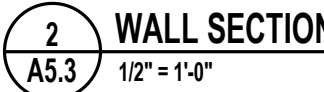
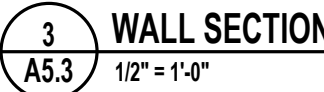
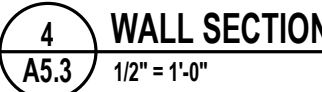
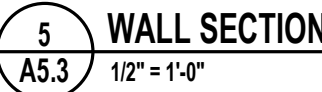
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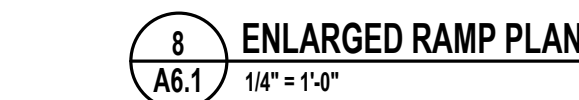
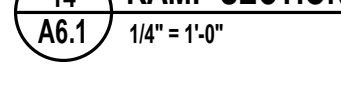
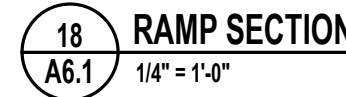
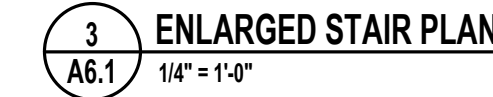
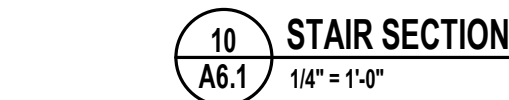
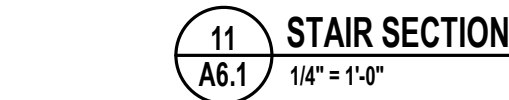
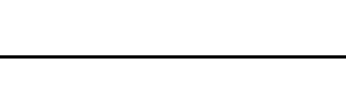
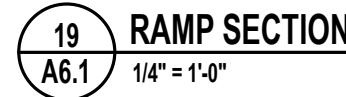
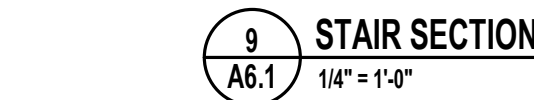
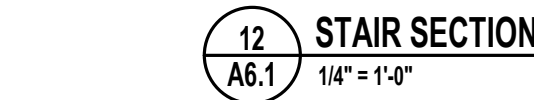
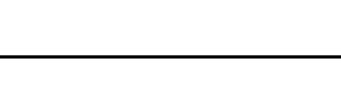
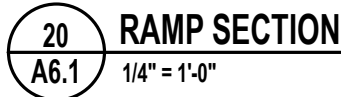
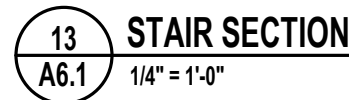
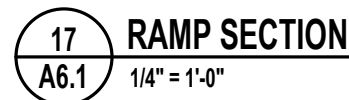
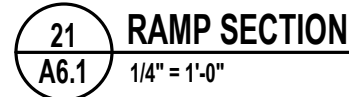
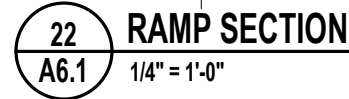
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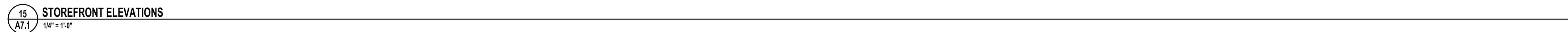
ENLARGED STAIR & RAMP PLANS, SECTIONS

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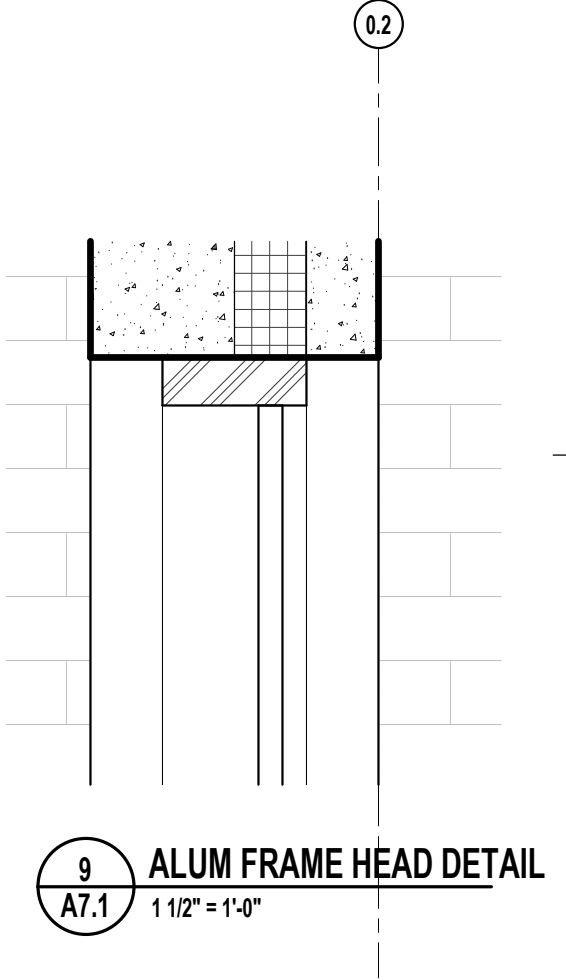
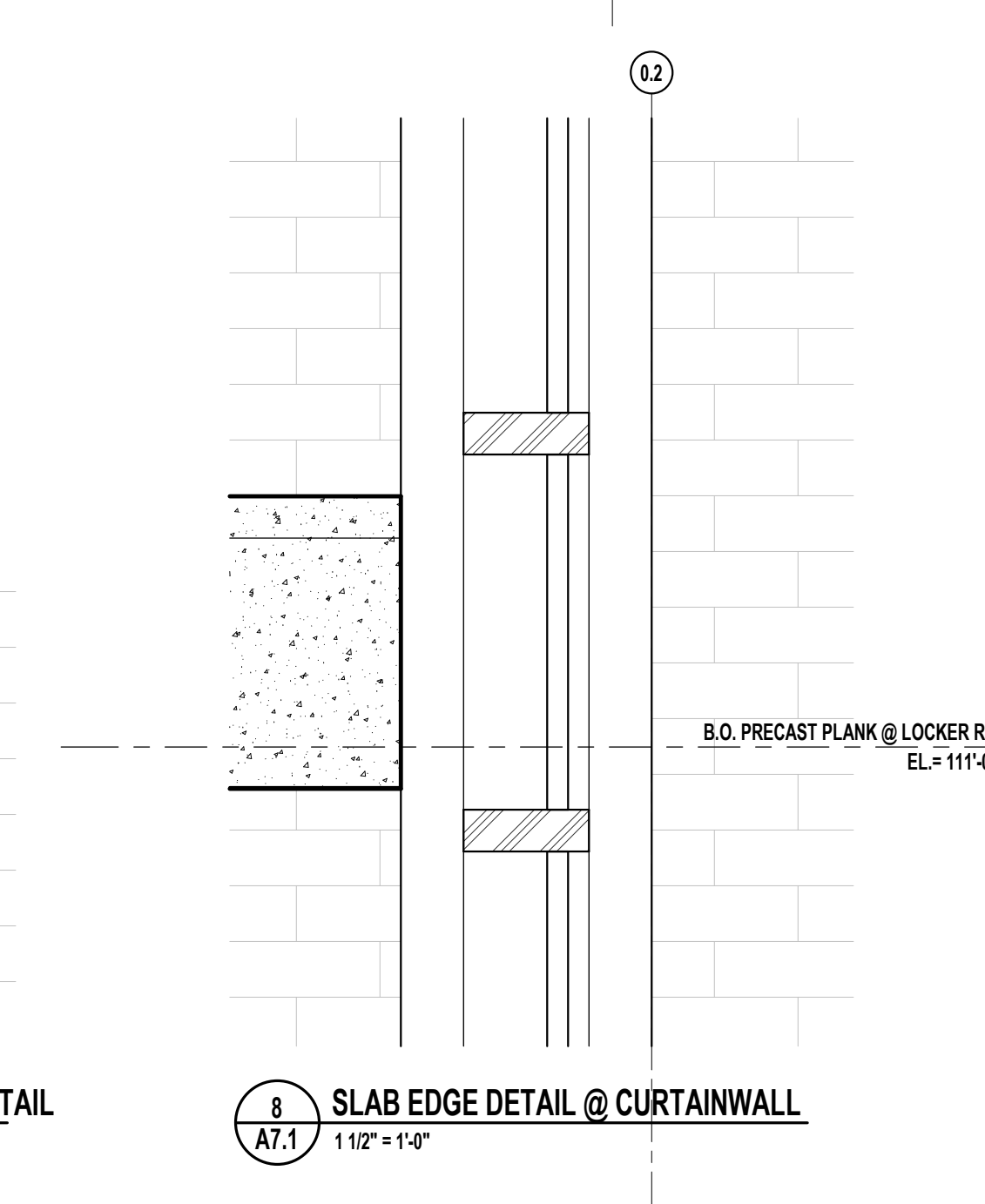
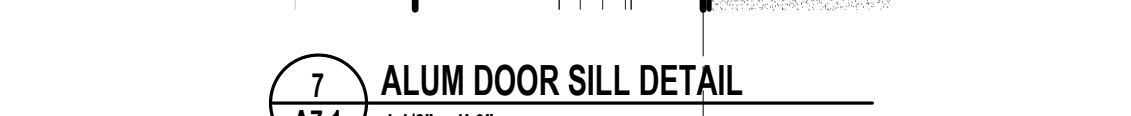
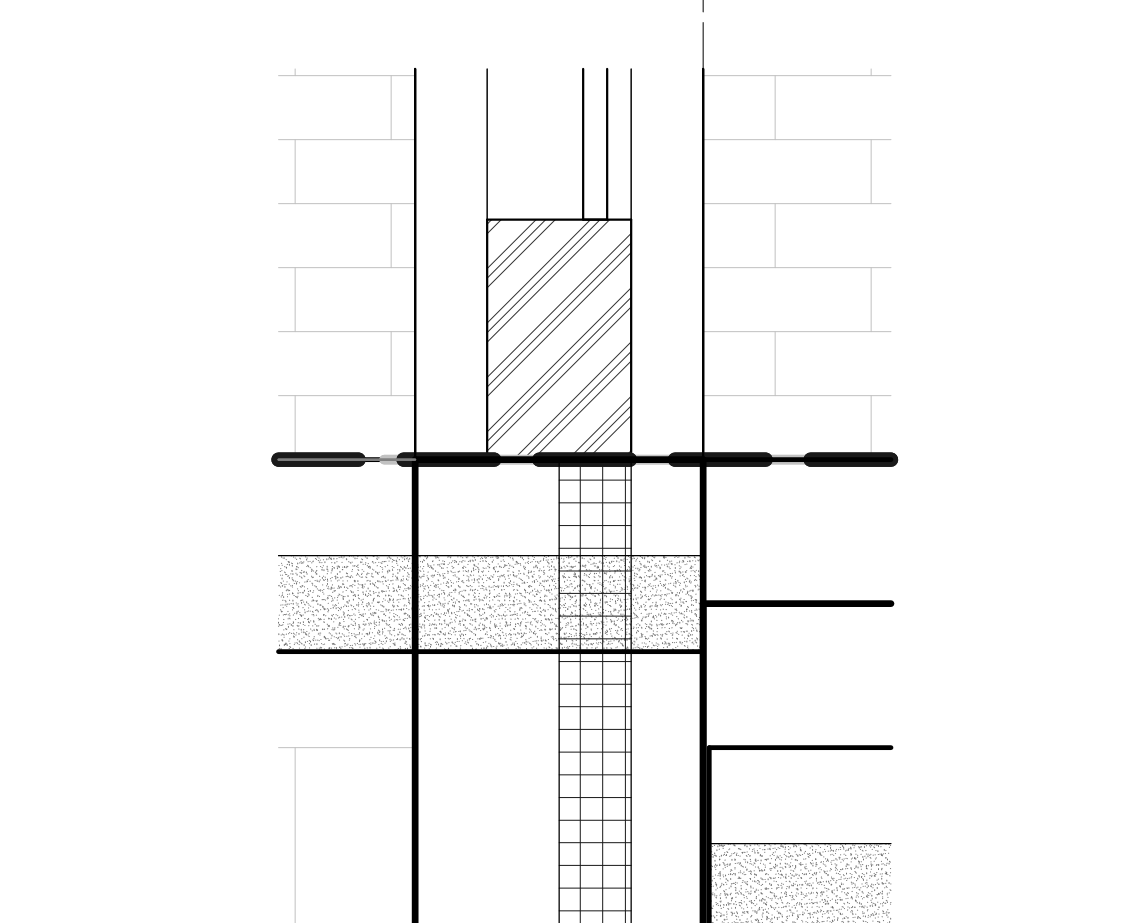
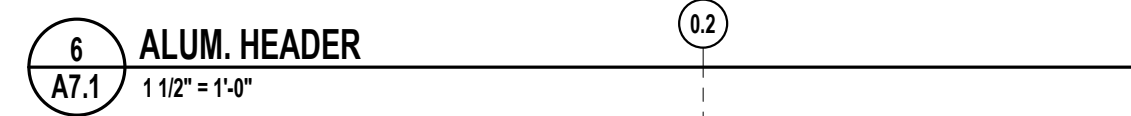
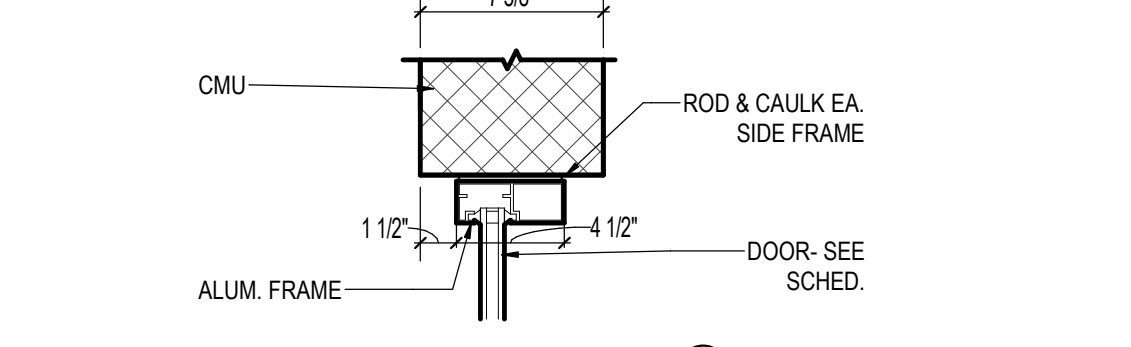
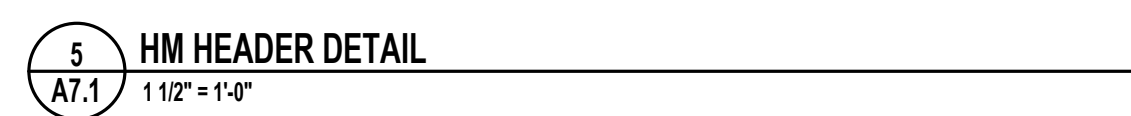
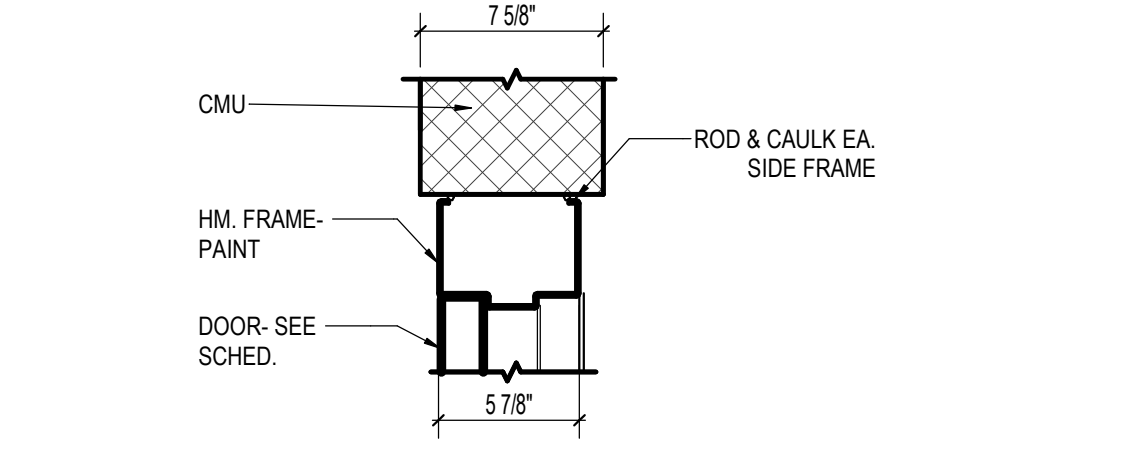
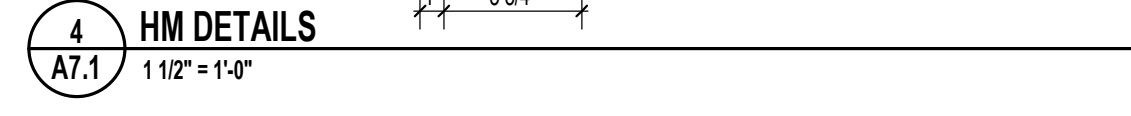
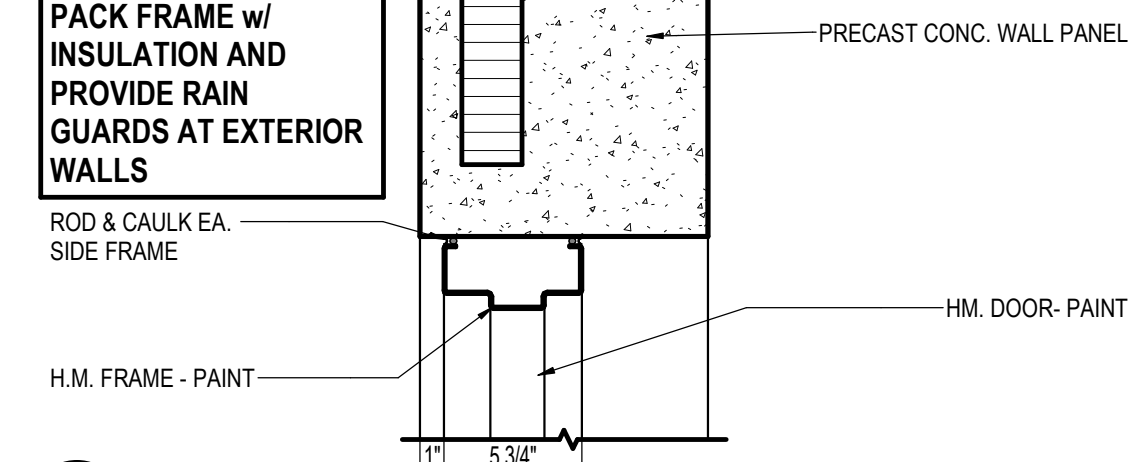
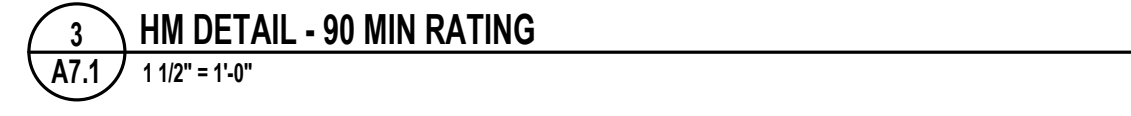
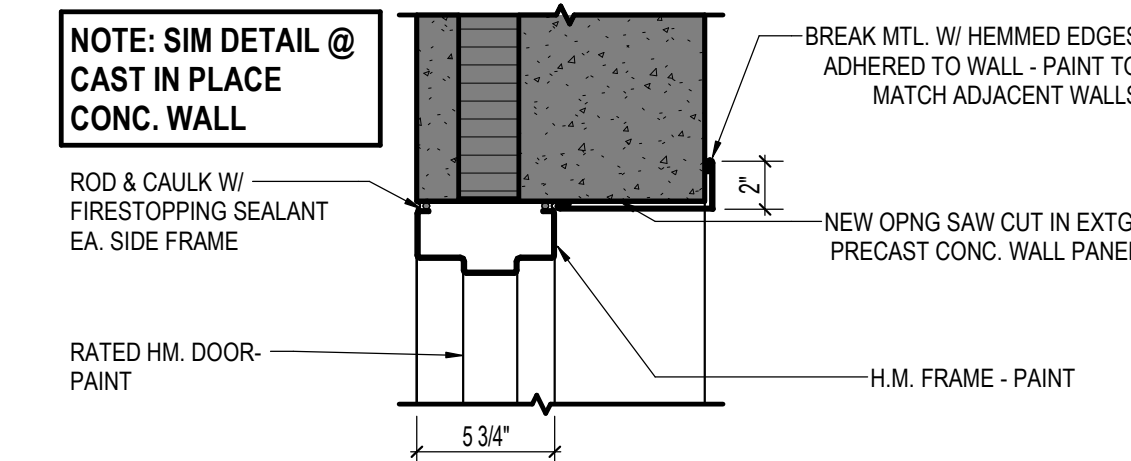
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- | RAMP NOTES: | |
|-------------|--|
| 1. | ALL RAMPS AND ASSOCIATED COMPONENTS MUST COMPLY WITH THE "2020 MN ACCESSIBILITY CODE". |
| 2. | RAMPS CANNOT EXCEED A RISE TO RUN RATIO OF 1:12. |
| 3. | THE DIMENSIONS SHOWN ARE FOR THE GENERAL LAYOUT AND BASIC GEOMETRY OF THE RAMP. THE GENERAL CONTRACTOR SHALL FIELD VERIFY ALL CONDITIONS AND DIMENSIONS PRIOR TO COMMENCEMENT OF WORK. |
| 4. | MISCELLANEOUS STEEL FABRICATOR TO COMPLETE DESIGN AND ENGINEERING OF HAND RAIL COMPONENTS AND SUPPORTS |
| 5. | SUBMIT SHOP DRAWINGS AND CALCULATIONS CERTIFIED AND SEALED BY A LICENSED STRUCTURAL ENGINEER IN THE STATE OF THE PROJECT FOR ALL RAMPS, STAIRS, LANDINGS, HANDRAILS, AND RAILINGS |
| 6. | G.C. TO PROVIDE STRUCTURAL ENGINEER STAMPED DRAWINGS TO VERIFY STRUCTURAL LOAD OF NEW CONCRETE RAMP. |



T INDICATES TEMPERED GLASS., (TYPE IG-5) (/) INDICATES A COMBINATION OF GLAZING TYPES IN A FRAME AND/OR WINDOW		
NO.	GLAZING TYPE DESCRIPTION	GLAZING SPEC
A	EXTERIOR GLAZING: 1" TEMPERED GLAZING	TYPE IG-1
E	INTERIOR GLAZING: 1/4"	TYPE G-3



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DOOR/ WINDOW FRAME ELEVATIONS AND DETAILS

Drawn By: Author Checked By: Checker

A7.1



REQUEST FOR COUNCIL ACTION

TO: City Council Members

FROM: Jenelle Teppen, City Administrator

SUBJECT: Consider Approving Cost Share Agreement with the City of Northfield for the Ice Arena Project

DATE: For the City Council Meeting of October 14, 2024

PURPOSE/ACTION REQUESTED

Consider approving a cost share agreement with the City of Northfield for the Ice Arena Project.

SUMMARY

At the City Council meeting on May 28, 2024, the City Council approved Resolution 2024-17 (copy attached) that states the City's support for constructing a new ice arena and commits to participating in a cost share agreement.

That cost share agreement has been drafted and attached. The City Attorney has reviewed it and minor revisions were suggested and accepted by Northfield's staff and attorney.

RECOMMENDATION

Motion to approve the cost share agreement between the City of Northfield and the City of Dundas for the Ice Arena project.

**CITY OF DUNDAS
COUNTY OF RICE
STATE OF MINNESOTA**

RESOLUTION NUMBER 2024 - 17

A Resolution Supporting and Participating in the Cost of New Ice Arena

- WHEREAS, the City of Dundas understands the City of Northfield is seeking solutions to its aging Ice Arena; and,
- WHEREAS, the City of Dundas recognizes the value of Community Facilities that serve the area in and around the City of Dundas; and,
- WHEREAS, the City of Dundas has been working in collaboration with the City of Northfield, Northfield School District, and Northfield Hockey Association in reviewing potential solutions to a New Ice Area; and,
- WHEREAS, the City of Dundas has reached a consensus with these community partners to support and participate in the cost for the City of Northfield to build a New Ice Arena and the partnership is outlined below:

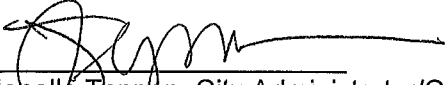
1. The City of Northfield will contribute sale proceeds from the sale of the existing Ice Arena towards the construction of New Ice Arena.
2. The Northfield School District will lease a maximum of \$250,000 annually over 20 years including ice time.
3. Northfield Hockey Association has committed to raising \$2 Million in private fundraising to go towards the construction of a New Ice Arena.
4. Northfield Hockey Association commits to donating approximately 7 Acres of land with an estimated market value of \$375,000.
5. The City of Dundas and the City of Northfield will share the remaining costs of an estimated \$20.9 Million New Ice Arena, less the amounts listed above. The cost split will be based on the net tax capacity of each City. City of Northfield has a net tax capacity of 87.9% and the City of Dundas has a net tax capacity of 12.1%.

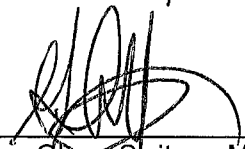
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL THAT:

The City of Dundas supports the City of Northfield moving forward with the Construction of a New Ice Arena with general financial partnership terms outlined above.

PASSED by the City Council of the City of Dundas on this 28 day of May, 2024.

ATTEST


Jenelle Teppen, City Administrator/City Clerk


Glenn Switzer, Mayor

COST SHARE AGREEMENT

THIS AGREEMENT (the “Agreement,”) is made and entered into as of this ____ day of _____, 2024, by and between **CITY OF NORTHFIELD**, a municipal corporation under the laws of the State of Minnesota (“Northfield”), and **CITY OF DUNDAS**, a municipal corporation under the laws of the State of Minnesota (“Dundas”); (individually, the Northfield and Dundas may be referred to as a “Party”; collectively, as the “Parties”).

RECITALS

WHEREAS, the Northfield Hockey Association, Inc. (“NHA”) has donated Northfield certain real property located in the City of Northfield, Rice County, Minnesota (PID No. 22.11.1.54.009), legally described on **Exhibit A**, which is attached hereto and incorporated herein by reference (the “Property”); and

WHEREAS, NHA donated the Property to Northfield for construction of a municipal Ice Arena facility to be located on the Property for the benefit of the community, including for the benefit of the citizens of Dundas (the “Project”); and

WHEREAS, Dundas seeks to financially assist Northfield with the construction of the Project on the Property by making capital contributions to Northfield for the Project; and

WHEREAS, the Parties’ shared vision for the Project is depicted in the concept sketches attached hereto as **Exhibit B** to be funded partially by private donations raised by NHA as well as public funding through Northfield, Dundas and the Northfield School District, as well as other possible sources of funds, in order to provide a municipal Ice Arena facility for the betterment of the community and the local economy; and

WHEREAS, Dundas is willing to make capital contributions for construction of the Project to Northfield as more specifically set forth herein; and

WHEREAS, subject to the conditions precedent set forth herein, Northfield is willing to undertake the financing and construction of the Project as soon as practicable pursuant to the terms and conditions set forth herein, and subject to the requirements of applicable law, approval by the Northfield City Council of plans and specifications, bidding, contract(s) award, and completion of financing for the Project; and

WHEREAS, the legal authority for the Parties to enter into this Agreement jointly and cooperatively exercising common powers is contained in Minnesota Statutes, Sections 412.221, 471.15-.191, and 471.59; and

WHEREAS, Northfield and Dundas now desire to enter into this Agreement defining the terms and conditions under which Dundas will make capital contributions to Northfield for the construction of the Project.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

ARTICLE ONE
Definitions and Terms

- 1.1 ***“Dundas”*** means the City of Dundas, a Minnesota municipal corporation, 100 Railway Street N., P.O. Box 70, Dundas, MN 55019.
- 1.2 ***“Effective Date”*** means the date first above written.
- 1.3 ***“Estimated Project Cost”*** means \$20,900,000.00, which amount represents the estimated cost to complete the construction of the Project and includes a bond amount for the Project in the estimated amount of \$18,260,000.
- 1.4 ***“Expiration Date”*** means the date that is twenty years after the date of issuance of bonds for the Project by Northfield or its Economic Development Authority (the “EDA”) for the Total Project Cost, or the date on which both Parties have fully performed their respective obligations hereunder, whichever is later.
- 1.5 ***“Final Design”*** means the final architectural and engineering design plans and specifications for the Project approved by the Northfield City Council. The Final Design shall consist of construction plans and bidding documents pursuant to Minn. Stat. § 471.345 and 471.463, as applicable and determined by the Northfield City Council in its sole judgment and discretion.
- 1.6 ***“Guaranteed Maximum Price”*** means the maximum amount that a construction manager at risk is paid pursuant to a contract to construct the Project.
- 1.7 ***“Ice Arena”*** means the approximately 46,000 square foot Ice Arena facility as depicted in the concept sketches attached hereto as **Exhibit B**.
- 1.8 ***“Minimum Components”*** means all improvements, including as required by any applicable federal or state statute, regulation, or local ordinance, necessary for or related to the construction of the Project on the Property to include the following minimum components and features:
- (a) Single ice sheet;
 - (b) Modern Entry Lobby, Concession Stand, Multipurpose Rooms; and
 - (c) Youth/Skate School Locker Rooms along with Girls and Boys High School Locker Rooms.

- 1.9 ***“Naming Rights”*** shall mean the sale by Northfield of the right of a third-party purchaser to attach its name to the title of the Ice Arena for a specific period of time as agreed upon by Northfield and the naming rights sponsor.
- 1.10 ***“Northfield”*** means the City of Northfield, a Minnesota municipal corporation, 801 Washington Street, Northfield, MN 55057.
- 1.11 ***“Project”*** means the construction of the Ice Arena on the Property pursuant to the Final Design.
- 1.12 ***“Property”*** means that certain real property located in the City of Northfield, Rice County, Minnesota (PID No. 22.11.1.54.009), legally described on **Exhibit A**, which is attached hereto and incorporated herein by reference.
- 1.13 ***“NHA”*** means Northfield Hockey Association, Inc., a Minnesota nonprofit corporation, whose address for notices purposes is 14 Bridge Square, P.O. Box 111, Northfield, MN 55057.
- 1.14 ***“State”*** means the State of Minnesota.
- 1.15 ***“Substantial Completion Date”*** means the date on which the Northfield City Engineer determines that the Ice Arena is complete and authorizes its use for the purposes contemplated in this Agreement.
- 1.16 ***“Total Project Cost”*** means the Guaranteed Maximum Price of the Project and represents the actual cost to construct the Project, inclusive of all sums paid to contractors for the construction of the Project, all sums paid to professionals to manage the construction of the Project, all principal and interest payments that may accrue on any bonds issued to fund any portion of the Project, excluding the costs for Additional Improvements as set forth in Section 5.3 of this Agreement.

ARTICLE TWO

Purpose and Term of Agreement

- 2.1 **Purpose.** The Parties have joined together for the purpose of sharing in the costs of the Project for the benefit of their citizens.
- 2.2 **Term.** This Agreement shall be in effect and binding on the Parties beginning on the Effective Date and terminating on the Expiration Date, unless earlier terminated pursuant to this Agreement.

ARTICLE THREE

Representations and Warranties

- 3.1 **Representations and Warranties of the Northfield:** Northfield represents and warrants that it is a municipal corporation organized and existing under and by virtue of and

pursuant to the laws of the State of Minnesota and its Home Rule Charter and has the power to enter into this Agreement and carry out its obligations hereunder.

3.2 Representations and Warranties of Dundas: Dundas makes the following representations and warranties:

- 3.2.1 Dundas represents and warrants that it is a municipal corporation organized and existing under and by virtue of and pursuant to the laws of the State of Minnesota and has the power to enter into this Agreement and carry out its obligations hereunder.
- 3.2.2 Neither the execution and delivery of this Agreement, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by, or conflicts with or results in a breach of, the terms, conditions or provision of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which Dundas is now a party or by which it is bound, or constitutes a default under any of the foregoing.
- 3.2.3 Dundas will cooperate with Northfield with respect to any litigation commenced with respect to the Ice Arena, as applicable.
- 3.2.4 Dundas shall promptly advise Northfield in writing of all litigation or claims affecting this Agreement and all written complaints and charges made by any governmental authority materially affecting this Agreement or materially affecting Dundas or its activities related to the Ice Arena.
- 3.2.5 Dundas acknowledges Northfield's contributions to the Project and to thereafter operating and maintaining the Ice Arena as a public facility, and further warrants that Dundas will not seek subsidies or other financial assistance from Northfield to cover any costs, expenses, or obligations made the responsibility of Dundas hereunder.

ARTICLE FOUR

Final Design

4.1 Final Design: Northfield shall retain a design professional(s) and complete the architectural and engineering design for the Project as determined by the Northfield City Council in its sole judgment and discretion:

- 4.1.1 Minimum Components: The Minimum Components shall be included in the Final Design, unless Dundas and Northfield first mutually agree in writing to modify the Minimum Components.

ARTICLE FIVE
Project Funding

5.1 Cost Share: Northfield and Dundas shall make the following cost sharing contributions for the Project:

- 5.1.1 Estimated Project Cost and Project Bonds: The Parties agree upon the Estimated Project Cost stated herein as the basis for this Agreement, but understand, acknowledge, and agree that the Total Project Cost will be the Guaranteed Maximum Price accepted by Northfield, which may be higher or lower than the Estimated Project Cost stated herein. The Estimated Project Cost includes an estimated Project bond amount of \$18,260,000 payable over 20 years to finance the Total Project Cost.

The principal of and interest on the Project bonds will be paid from lease payments by Northfield. Dundas shall fund its capital contribution by making annual payments to Northfield in an amount equal to the annual debt service on the Project bond multiplied by a percentage equal to the ratio of Dundas' net tax capacity for taxes payable in the year of the Project bond issuance to the combined net tax capacity of Dundas and Northfield in such year (e.g., for taxes payable in 2024 such percentage is approximately 12% [i.e., \$3,231,161 / (\$23,427,842+\$3,231,161)]) (the "Dundas Percentage"). The Dundas annual capital contribution for the estimated Project bond amount is estimated to be approximately \$151,963 per year. Dundas agrees to make the bond capital contribution payments provided herein for its respective cost share of the Project bonds based upon the actual Total Project Cost / Guaranteed Maximum Price notwithstanding the estimates provided in this Agreement.

- 5.1.2 Annual Bond Payments: Dundas shall make annual capital contribution payments to Northfield in accordance with Section 5.1.1 of this Agreement for a period of 20 years with the first Dundas capital contribution payment commencing the year the Project bonds are issued by Northfield for the Project. Northfield shall invoice Dundas annually for the percentage of the actual bond debt service specified herein. Dundas shall make its annual Project capital contribution payments to Northfield as provided herein within 30 days of receipt of the Northfield invoice or on or before July 31 of each year, whichever is later. The first payment shall be due July 31, 2026.
- 5.1.3 Professional Fees for Final Design: In addition to the capital contribution payments described in Sections 5.1.1 and 5.1.2 of this Agreement, Dundas shall also pay Northfield the Dundas Percentage of any actual costs of Final Design paid by Northfield for the Project in excess of the amount of such costs financed with the proceeds of the bond. Northfield shall invoice Dundas in the amount specified herein. Dundas shall make payment to reimburse Northfield as provided herein within 30 days of receipt of the Northfield invoice. The invoice provided

to Dundas shall include such documentation evidencing the costs paid by Northfield for Final Design sought for reimbursement by Northfield from Dundas.

5.2 Northfield Financial Obligations:

5.2.1 Total Project Cost: Northfield shall be responsible for payment of Total Project Cost relating to the Project, which costs shall be paid through a combination of issuance of bonds, and contributions from Dundas, NHA, and the Northfield School District, along with such other funding sources as Northfield may obtain in Northfield's judgment and discretion, as applicable. Northfield is relying upon Dundas, NHA, and the Northfield School District to fund the Project and bring the Project to completion.

5.2.2 Bonding: Northfield's obligations under this Agreement are contingent upon satisfaction of all requirements of applicable law for either Northfield or the EDA, as applicable, to issue bonds in an amount sufficient, together with any funds available at the time of issuance of the Project bonds, to fund the Total Project Cost / Guaranteed Maximum Price, and are subject to approval by the Northfield City Council in its sole judgment and discretion. Dundas shall fully cooperate with Northfield and provide any necessary documentation or accounting required for Northfield to complete the bonding process.

5.2.3 Naming Rights: Northfield shall have the right to market and sell the Naming Rights to the Ice Arena, on terms reasonably acceptable to Northfield, in the Northfield City Council's sole judgment and discretion, as part of its efforts to finance the Total Project Cost, but makes no representation that any such amounts will be available.

5.3 Additional Improvements: The Total Project Cost shall not include Additional Improvement costs incurred by Northfield for improvements that are not part of the Final Design and/or not included in the Guaranteed Maximum Price, with the exception of Northfield approved change orders. "Additional Improvements" are defined for purposes of this paragraph as improvements to the Ice Arena not included in the Project and which constitute a separate project with separate Northfield approval, bidding, contract award, and financing, but may otherwise be made by Northfield in conjunction with the construction of the Project. Such Additional Improvement costs may be paid through a variety of sources to be determined by the Northfield City Council in its judgment and discretion. Any cost share by Dundas for such Additional Improvements shall only be by amendment of this Agreement or through a separate agreement between the Parties duly approved by their respective governing bodies.

5.4 Grant Funds: The Parties understand and acknowledge that Northfield may pursue grants from multiple sources on terms reasonably acceptable to Northfield, in the Northfield City Council's sole judgment and discretion, so as to fund some or all of the Total Project Cost, but makes no representation that any such amounts will be available. Dundas shall remain responsible for the payments provided herein above notwithstanding any grant

funds that are received by the Northfield for the Project since such grant funds awarded for the Project will correspondingly reduce the bond amount needed for the Project, which is mutually beneficial to the Parties. Dundas shall fully cooperate with Northfield and provide any necessary documentation or accounting required for Northfield to complete the grant funding process.

ARTICLE SIX

Construction

- 6.1 **Project Construction:** Subject to the requirements of applicable law, approval by Northfield's City Council of Final Design, bidding, contract(s) award, and completion of financing for the Project, Northfield shall be responsible for all aspects of construction of the Project in accordance with the Final Design approved by the Northfield City Council, in its sole judgment and discretion and pursuant to the following requirements:
- 6.1.1 **Competitive Bids / Construction Manager At Risk:** Northfield shall solicit competitive bids and award the contract(s) for construction of the Project in accordance with the Final Design and in compliance with the Uniform Municipal Contracting Law, Minn. Stat. § 471.345 and/or through the construction manager at risk process pursuant to Minn. Stat. § 471.463 in the Northfield City Council's sole judgment and discretion.
 - 6.1.2 **Lowest Responsible Bid / Guaranteed Maximum Price:** The Northfield City Council shall identify, in its sole judgment and discretion either: (i) the lowest responsible bid(s) for the contract(s) to construct the Project; or (ii) the Construction Manager at Risk and corresponding Guaranteed Maximum Price Contract and related bids.
 - 6.1.3 **Conditions Precedent:** Northfield's obligations to award the contract(s) for construction of the Project and to cause the Project to be constructed under this Article are subject to the conditions precedent that: (i) Northfield receives NHA's donations to the Project; (ii) Northfield is able to secure financing for the Total Project Cost at rates acceptable to the Northfield City Council; (iii) Northfield and Dundas have timely executed this Agreement; (iv) Northfield has entered into a Project funding agreement with the Northfield School District in an amount and under terms mutually agreeable to Northfield and the Northfield School District; and (v) Northfield has closed on and is the fee owner of the Property upon which the Project is to be constructed.
 - 6.1.4 **Substantial Completion:** Upon satisfaction of the conditions precedent pursuant to Section 6.1.3 of this Agreement, Northfield shall award the contract(s) for construction of the Project and exercise all reasonable diligence to cause the construction of the Project to be substantially completed as soon as practicable thereafter in accordance with the Final Design.

- 6.1.5 Ownership of Property and Ice Arena Improvements: The Ice Arena to be constructed and the Property, together with any improvements thereon, whether existing on the Effective Date or installed thereafter, shall at all times be and remain under the sole ownership of Northfield or the EDA. Dundas shall gain no property interest in the Property or Ice Arena as a result of or by virtue of this Agreement.

ARTICLE SEVEN

Insurance and Indemnification

- 7.1 Northfield's Required Insurance: Northfield shall obtain and maintain, or require the Project contractor selected to construct the Project, at such times as specified below, the following insurance policies:
- 7.1.1 Builder's Risk Insurance: Purchase and maintain at all times during the process of constructing the Project prior to the Substantial Completion Date, builder's risk insurance in an amount equal to one hundred percent (100%) of the insurable value of the Project on the Substantial Completion Date.
- 7.1.2 Property Insurance: Purchase and maintain, at all times while this Agreement is in effect, property insurance covering the Property and the Ice Arena thereon.
- 7.2 Required Insurance: In order to protect Northfield and Dundas, Northfield shall require that the design professionals and contractors designing and working on the Project maintain the following insurance policies in the listed amounts at all times while this Agreement is in effect, and for a date of at least two years after the date of Substantial Completion Date of the Project.
- 7.2.1 Commercial General Liability (including contractual liability) with policy limits of not less than the following:
- | | |
|---------|--|
| 7.2.1.1 | \$4,000,000 General Aggregate (per project) |
| 7.2.1.2 | \$2,000,000 Products/Completed Operations |
| 7.2.1.3 | \$2,000,000 Each Occurrence |
| 7.2.1.4 | \$2,000,000 Personal/Advertising Injury (any one person or organization) |
| 7.2.1.5 | \$50,000 Fire Damage (any one fire) |
| 7.2.1.6 | \$5,000 Medical Payments (any one person or occurrence) |
- 7.2.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Design Professionals with policy limits of not less than \$1,000,000 per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage such as statutory personal injury protection.

- 7.2.3 The Project professionals and contractors may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required herein and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.
- 7.2.4 Workers' Compensation at statutory limits.
- 7.2.5 Employers' Liability with policy limits not less than \$1,000,000 each accident, \$1,000,000 each employee, and \$1,000,000 policy limit.
- 7.2.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than \$2,000,000 per claim and \$4,000,000 in the aggregate.
- 7.3 Mutual Indemnification: Each Party shall be liable for its own acts of omissions. Northfield and Dundas shall indemnify and hold harmless the other and its respective officers, directors, employees and members and agents, from and against any and all claims and demands for, or litigation with respect to, all damages, losses and judgments attributable to the negligent or otherwise wrongful acts or omissions of the non-indemnified party or its agents, employees, contractors, or subcontractors with respect to the non-indemnified party's performance of its obligations under this Agreement. The indemnification provision of this Section shall not apply to damages or other losses proximately caused by or resulting from the negligence or willful misconduct of the indemnified party or its officers, directors, employees and members and agents. All indemnification obligations shall survive termination, expiration or cancellation of this Agreement. Nothing this Agreement shall be construed to waive any immunities or limitations to which the either Party is entitled under Minn. Stat. Chapter 466 or otherwise.

ARTICLE EIGHT

Termination

- 8.1 Termination: Notwithstanding the foregoing, this Agreement may be terminated; (i) by mutual agreement of the parties at any time; (ii) by Northfield, upon 15 days' written notice to Dundas in the event Dundas fails to timely satisfy any material term or condition of this Agreement and Dundas fails to cure such Default within the notice period; (iii) by Northfield, upon 15 days' written notice to Dundas, if the conditions precedent in Section 6.1.3 of this Agreement or the conditions for Northfield's or the EDA's, as applicable, issuance of bonds for the Project are not satisfied to Northfield's reasonable judgment and discretion; (iv) by Northfield in the event NHA loses its tax exempt, nonprofit fundraising status; or (v) by either Party for uncured default of the Other Party, upon 60 days' written notice to the Other Party.

ARTICLE NINE
Default and Remedies

- 9.1 Dundas Default: If Dundas shall default in the payment of any sum required to be paid or provided by Dundas under this Agreement, and such default shall continue for 15 days after written notice to Dundas, or if Dundas shall default in the observance or performance of any of the other covenants, obligations or conditions in this Agreement, which Dundas is required to observe or perform, and such default shall continue for 15 days after written notice to Dundas, or if any voluntary petition in bankruptcy or for corporate reorganization or any similar relief shall be filed by Dundas, or if any involuntary petition in bankruptcy shall be filed against Dundas under any federal or state bankruptcy or insolvency act and shall not have been dismissed within 30 days following the filing thereof, or if a receiver shall be appointed for Dundas or any of the property of Dundas by any court and such receiver shall not be dismissed within 30 days from the date of appointment, or if Dundas shall make an assignment for the benefit of creditors, then Northfield may treat the occurrence of any one or more of the foregoing events as a breach of this Agreement and thereupon at its option may, in accordance with Section 8.1 of this Agreement, terminate this Agreement in addition to exercising all other rights and remedies provided at law or in equity.
- 9.2 Northfield Default: If Northfield shall default in the observance or performance of any of its covenants, obligations or conditions in this Agreement, which Northfield is required to observe or perform, and such default shall continue for 30 days after written notice to Northfield, then Dundas may treat the occurrence of any one or more of the foregoing events as a breach of this Agreement and thereupon at its option may, in accordance with Section 8.1 of this Agreement, terminate this Agreement.

ARTICLE TEN
Miscellaneous

- 10.1 Notices: Any notice, demand, or other communication required or permitted to be given hereunder shall be deemed delivered and effectively given when delivered personally to the representatives of Northfield and Dundas identified below or three (3) business days after being mailed by registered or certified mail, return receipt requested, addressed as follows:

To Northfield:
City of Northfield
Attn: City Administrator
801 Washington Street
Northfield, MN 55057

To Dundas:
City of Dundas
Attn: City Administrator
100 Railway Street N., P.O. Box 70
Northfield, MN 55019

Either Party may change its address or the identity of its designated representative named above by written notice to the other Party in the manner stated in this paragraph.

- 10.2 Voluntary and Knowing: The Parties, by executing this Agreement, state that they have carefully read this Agreement and understand fully the contents thereof; that in executing this Agreement they voluntarily accept all terms described in this Agreement without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.
- 10.3 Authorized Signatories: The Parties each represent and warrant to the other that (i) the persons signing this Agreement are authorized signatories for the entities represented; and (ii) no further approvals, actions or ratifications are needed for the full enforceability of this Agreement against it; each Party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.
- 10.4 Governing Law: This Agreement shall be deemed to have been made and accepted in Rice County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of this Agreement without regard to its choice of law or conflict of laws principles.
- 10.5 Data Practices: The Parties acknowledge that this Agreement is subject to the requirements of Minnesota's Government Data Practices Act, Minn. Stat. § 13.01 *et seq.*
- 10.6 Records – Availability and Retention: Pursuant to Minn. Stat. § 16C.05 subd. 5, the Parties agree that the either Party, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of each Party NHA and involve transactions relating to this Agreement. Each Party agrees to maintain these records for a period of six years from the date of termination of this Agreement.
- 10.7 Compliance with laws: The Parties shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Agreement.
- 10.8 Dispute Resolution: Northfield and Dundas agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law. Any claims or disputes unresolved after good faith negotiations shall first be submitted to mediation utilizing the Minnesota District Court Rule 114 Roster. Following mediation, neither party is prohibited from pursuing unresolved disputes in the District Court in Rice County, Minnesota, including all rights of appeal.
- 10.9 Force Majeure: The Parties shall each be excused from performance under this Agreement while and to the extent that either of them are unable to perform, for any cause beyond its reasonable control. Such causes shall include, but not be restricted to fire, storm, flood, earthquake, explosion, war, total or partial failure of transportation or delivery facilities, raw materials or supplies, interruption of utilities or power, and any act

of government or military authority. In the event either party is rendered unable wholly or in part by force majeure to carry out its obligations under this Agreement then the party affected by force majeure shall give written notice with explanation to the other party immediately.

- 10.10 No waiver: Any party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that party's right to assert or rely upon the terms and conditions of this Agreement. Any express waiver of a term of this Agreement shall not be binding and effective unless made in writing and properly executed by the waiving party.
- 10.11 Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.
- 10.12 Headings, Captions and Recitals: Headings and captions contained in this Agreement are for convenience only and are not intended to alter any of the provisions of this Agreement and shall not be used for the interpretation of the validity of this Agreement or any provision hereof. The recitals set forth at the beginning of this Agreement are incorporated herein by reference and made a part of this Agreement.
- 10.13 Survivability: All covenants, indemnities, guarantees, releases, representations and warranties by any Party or Parties, and any undischarged obligations of the Northfield and Dundas arising prior to the expiration of this Agreement (whether by completion or earlier termination), shall survive such expiration.
- 10.14 Exhibits: The exhibits attached to this Agreement are considered an integral part of it as if fully set forth within it.
- 10.15 Entire Agreement: All prior understandings, discussions and agreements are merged in the governing terms of this Agreement, which is a complete and final written expression of the intent of the parties. Every warranty or representation binding upon each Party is set forth in this Agreement. Each Party makes no further warranties or representations and each Party has not relied on any other warranties or representations, express or implied, relative to the terms of this Agreement. In the event of a conflict or inconsistency between the terms of this Agreement and those of any other agreement between the Parties with respect to the subject matter hereof, the terms of this Agreement shall govern.
- 10.16 Modification/Amendments: Any alterations, variations, modifications, amendments or waivers of the provisions of this Agreement shall only be valid when they have been

reduced to writing, approved by the Dundas City Council and the Northfield City Council, and signed by an authorized representative of each Party.

- 10.17 Execution: This Agreement may be executed simultaneously in two or more counterparts that, when taken together, shall be deemed an original and constitute one and the same document. The signature of any Party to the counterpart shall be deemed a signature to the Agreement, and may be appended to, any other counterpart. Facsimile and email transmissions of executed signature pages shall be deemed as originals and sufficient to bind the executing Party.

[Signature page to follow]

IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement effective as of the date first above written.

CITY OF NORTHFIELD

By: _____
Rhonda Pownell, Its Mayor

Date: _____

By: _____
Lynette Peterson, Its City Clerk

Date: _____

CITY OF DUNDAS

By: _____
Glenn Switzer, Its Mayor

Date: _____

By: _____
Jenelle Teppen, Its City Administrator/Clerk

Date: _____

EXHIBIT A

Legal Description of Property

Outlot C, in Gleason Third Addition, in the City of Northfield, Rice County, Minnesota.

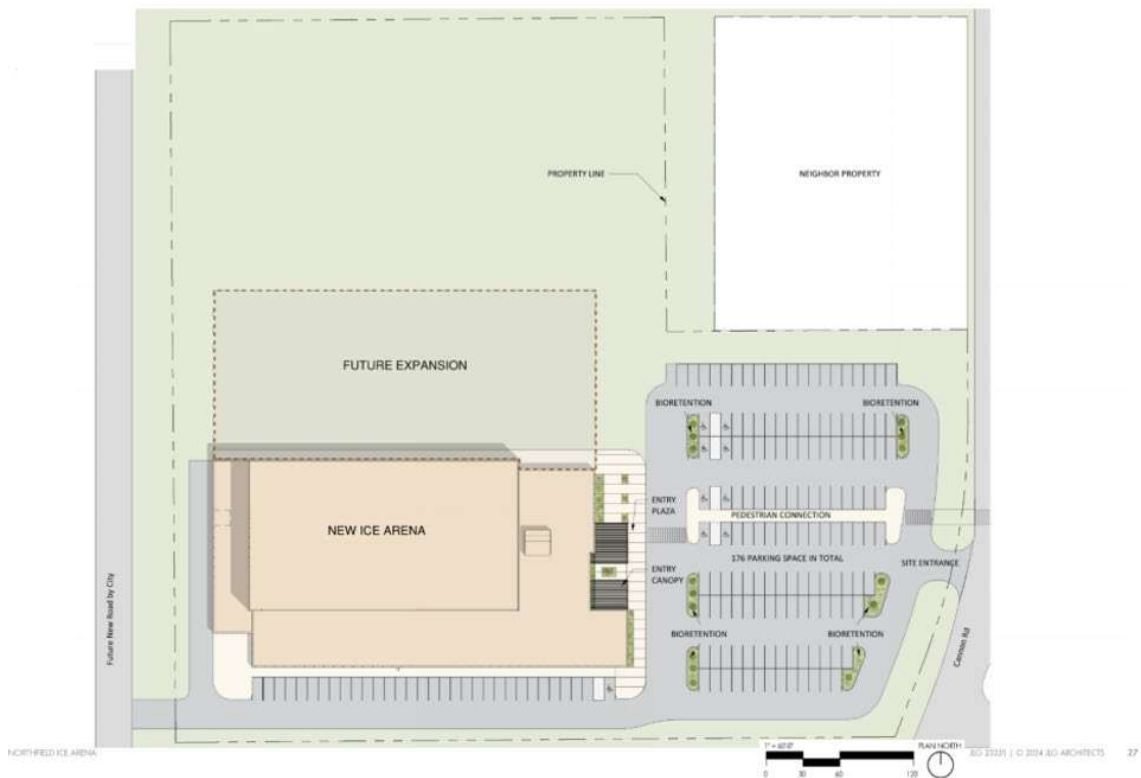
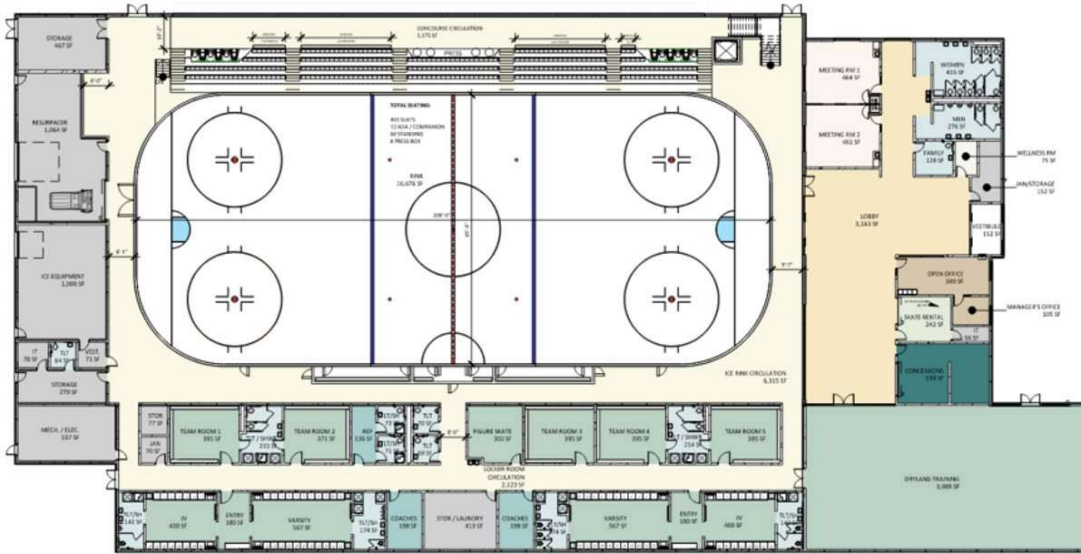
EXHIBIT B

Concept Depiction of Ice Arena

Floor Plan

Approx 53,000 SF

Approx 49,000 SF w/out Dryland





STAFF REPORT
ROGERS ARENA
COMMISSION

Meeting Date: March 31, 2025

Agenda Item: 7.1

Subject: Staff Report

Prepared By:

Recommended Council Action

Overview / Background / Analysis

Attached are the staff report and the Field House Allocation Policy and Request Form.

Staff Recommendation

Financial Impact:

Source Fund:

Budgeted?

Supporting Documentation

- A. Staff Report March 2025
- B. Turf Allocation Policy Approved 3-11-25
- C. Rogers Activity Center Field House Agreement_Request Form

STAFF REPORT

Skate with Santa

Skate with Santa was held on Sunday, December 8th, at the Rogers Activity Center.

- Free hot chocolate with paid admission.
- 149 paid admissions, which does not include anyone five or younger, and 123 redeemed their free drink.



Expenses	
Santa	\$378.00
Hot chocolate toppings	\$48.63
Total Expenses	\$426.63
Revenue	
Admission	\$745.00
Skate rentals	\$132.00
Helmet rentals	\$8.00
Skate-aid rentals	\$2.00
Total Revenue	\$887.00
Difference	\$460.37



Learn to Skate

Class	Participants	Revenue
Adult/Teen Class	7	\$483.00
Basic Skills 1	25	\$1,725.00
Basic Skills 2	18	\$1,242.00
Basic Skills 3	11	\$759.00
Basic Skills 4	3	\$207.00
Hockey 1	10	\$690.00
Hockey 2	6	\$414.00
Hockey 3	1	\$69.00
Hockey 4	0	\$-
Hockey Edge	2	\$138.00
Snowplow Sam 1	65	\$4,485.00
Snowplow Sam 2	34	\$2,346.00
Snowplow Sam 3	10	\$690.00
Snowplow Sam 4	2	\$138.00
Total	194	\$13,386.00

- Winter 2025 session started 1/25 with 194 participants, this is 43 less than the Winter 2024 session.



<u>2024</u>	Items Sold	Gross Sales	% Change
Admission	5528	\$29,130.00	55%
Concessions	38872	\$111,746.25	-12%
Equipment Rental	1711	\$3,262.00	-11%
Gate	7427	\$45,290.00	14%
Passes & Coupons	52	\$2,270.00	57%
Pro-Shop	807	\$4,798.50	-14%
Grand Totals	54,397	\$196,496.75	0%
<u>2023</u>	Items Sold	Gross Sales	
Admission	4145	\$18,740.00	
Concessions	43842	\$126,790.75	
Equipment Rental	1963	\$3,657.00	
Gate	6685	\$39,639.00	
Passes & Coupons	34	\$1,444.00	
Pro-Shop	820	\$5,550.00	
Grand Totals	57,489	\$195,820.75	
* YTD POS report is a measure of sales made from the Point of Sales device not balanced against GL.			
2024 Ice Rental	\$ 459,564		
2023 Ice Rental	\$ 465,654		

Turf Allocation Policy

Purpose:

The Turf Allocation Policy ensures equitable, cost-effective, and sustainable operation of the facility while balancing local and citywide needs. It provides clear priorities for turf use and establishes a process for managing allocations in a way that meets current and future demands for both organized and casual participants, with special consideration for youth sport development.

Objectives

1. **Equity and Fiscal Responsibility:** Operate the facility in an equitable, cost-effectively, and fiscally sustainably.
2. **Local and Citywide Balance:** Balance local services and needs with those of the City as a whole.
3. **Stakeholder Engagement:** Provide users and stakeholders the opportunity to influence policy implementation.
4. **Meeting Demand:** Address current and future needs for both organized and casual participants.
5. **Youth Sport Development:** Recognize the importance of municipal facilities in the development of youth sports and prioritize accommodating youth activities.

Allocation Priorities

1. **First Priority:**
 - a. City of Rogers Parks and Recreation programs and events.
2. **Second Priority:**
 - a. In-season Rogers High School sports until 6 PM.
3. **Third Priority:**
 - a. Tryouts, tournaments, and events lasting less than one week.
 - b. Allocations for this priority will follow the **weighted lottery system** based on:
 - i. 1 point for participants living within the Rogers High School attendance boundary outside the City of Rogers.
 - ii. 2 points for Rogers residents.
4. **Fourth Priority:**
 - a. Weekly or regular ongoing rentals lasting more than three consecutive weeks.
 - b. Allocations for this priority will also follow the **weighted lottery system** as described above.

Applications not fitting into these categories will be reviewed on a **first-come, first-served basis** after higher-priority requests have been processed.

Processing of Turf Allocations

Prime Season (October – May)

- **Application Deadline:** Requests for Prime Season turf time must be submitted by **April 11th 2025** for 2026 it would be the last business day of the year before the allocation year.
- **Allocation Deadline:** The Rogers Activity Center Manager will allocate Prime Season turf time by **May 1st, 2025. For 2026, which would be by January 31**, the current year.

Non-Prime Season (June – September)

- **Application Deadline:** Requests for Non-Prime Season turf time must be submitted by **December 1st** of the previous year.
- **Allocation Deadline:** The Rogers Activity Center Manager will allocate Non-Prime Season turf time by **December 31st** of the same year.

Late Applications

- Applications received **after these deadlines** will be processed on a first-come, first-served basis.
- Late applications will only be considered after those submitted on time have been allocated turf time according to their entitlement.

Youth Sport Development Considerations

In recognition of the role municipal facilities play in developing youth sports, special consideration will be given to youth-focused activities when determining allocations. This may include:

- Providing additional weight in the lottery system for youth organizations.
- Ensuring fair access to prime time slots for youth sports groups.

Annual Review and Policy Adjustments

This policy is intended as a multi-year framework for turf allocations. However, the **Parks and Recreation Advisory Commission** will:

- Review the policy and allocations annually.
- Reserve the right to deviate from the policy when it is deemed in the City's best interest.

Enforcement and Compliance:

Failure to adhere to residency requirements may result in revoked turf time allocations or restrictions on future bookings. Stakeholders are encouraged to provide feedback during the annual review process to ensure continuous improvement of the allocation system.



ROGERS ACTIVITY CENTER FIELD HOUSE

ROGERS ACTIVITY CENTER FIELD HOUSE FACILITY AGREEMENT AND REQUEST FORM September 2025- May 2026 Field House Requests

NAME OF ORGANIZATION: _____ SCHEDULING CONTACT: _____

EMAIL OF CONTACT: _____ PHONE: _____ TAX EXEMPT: Y ☐ N ☐

RENTAL TYPE AND SEASON REQUEST

ACTIVITY: ☐ Soccer ☐ Lacrosse ☐ Softball/ Baseball ☐ Football ☐ Other: _____

EVENT TYPE: ☐ Practice ☐ Game ☐ Training Program ☐ Camp ☐ Tournament ☐ League ☐ Other: _____

MONTHS: ☐ SEP ☐ OCT ☐ NOV ☐ DEC ☐ JAN ☐ FEB ☐ MAR ☐ APR ☐ MAY

SEASON START DATE: _____ SEASON END DATE: _____

REQUEST NOTES (INCLUDE DATES YOU DON'T WANT SCHEDULED, I.E. HOLIDAYS):

ATTACH SCHEDULE OR ENTER REOCCURRING WEEKLY FIELD REQUESTS BELOW

Indicate the field space (Full or half) you wish to rent each week in the chart below.

Time Blocks	Saturdays	Sundays	Mondays	Tuesdays	Wednesdays	Thursdays	Fridays
7 – 8 a.m.	_____	_____	_____	_____	_____	_____	_____
8 – 9 a.m.	_____	_____	_____	_____	_____	_____	_____
9 – 10 a.m.	_____	_____	_____	_____	_____	_____	_____
10 – 11 a.m.	_____	_____	_____	_____	_____	_____	_____
11 a.m. – 12 p.m.	_____	_____	_____	_____	_____	_____	_____
12 – 1 p.m.	_____	_____	_____	_____	_____	_____	_____
1 – 2 p.m.	_____	_____	_____	_____	_____	_____	_____
2 – 3 p.m.	_____	_____	_____	_____	_____	_____	_____
3 – 4 p.m.	_____	_____	_____	_____	_____	_____	_____
4 – 5 p.m.	_____	_____	_____	_____	_____	_____	_____
5 – 6 p.m.	_____	_____	_____	_____	_____	_____	_____
6 – 7 p.m.	_____	_____	_____	_____	_____	_____	_____
7 – 8 p.m.	_____	_____	_____	_____	_____	_____	_____
8 – 9 p.m.	_____	_____	_____	_____	_____	_____	_____
9 – 10 p.m.	_____	_____	_____	_____	_____	_____	_____
10 – 11 p.m.	_____	_____	_____	_____	_____	_____	_____

ROGERS ACTIVITY CENTER FIELD HOUSE RENTAL AGREEMENT

September 2025- May 2026 Field House Requests

LESSEE INFORMATION: ☐ Existing Customer ☐ New Customer

NAME OF ORGANIZATION/INDIVIDUAL: _____ TAX EXEMPT: Y (Include ST3 form) ☐ N ☐

ADDRESS: _____ CITY: _____ COUNTY: _____ STATE: _____ ZIP: _____

PRESIDENT/OWNER NAME: _____ EMAIL: _____ CELL PHONE: _____

SCHEDULER CONTACT NAME: _____ EMAIL: _____ CELL PHONE: _____

BILLING CONTACT NAME: _____ EMAIL: _____ CELL PHONE: _____

ADDITIONAL AUTHORIZED REPRESENTATIVES

Approved to make changes or add rentals to the organization's schedules

AUTHORIZED REPS NAME: _____ EMAIL: _____ CELL PHONE: _____

AUTHORIZED REPS NAME: _____ EMAIL: _____ CELL PHONE: _____

ROGERS RESIDENT PARTICIPANTS: _____ NON-ROGERS RESIDENTS WITHIN RHS BOUNDARY: _____

Failure to adhere to residency requirements may result in revoked turf time allocations or restrictions on future bookings.

TERMS AND CONDITIONS

This agreement, issued by Rogers Parks & Recreation, 22350 S Diamond Lake Rd., Rogers, MN 55374 hereinafter referred to as "City" and issued to customer, hereinafter referred to as "Lessee" and is valid for all rental reservations made between the date signed below thru May 31, 2026.

CANCELLATIONS: There are no cancellations or refunds of reservations for any reason, including weather and low registration. Failure to confirm via email to the Parks and Recreation Director equals assumed acceptance of all turf hours.

FEES: All groups/organizations/individuals renting time shall be charged the applicable rates approved by the City of Rogers City Council.

PAYMENTS: City shall invoice the Lessee on approximately the 15th of each month for all reservation in the upcoming month. Invoices are due and payable on or before the 1 of the month for the upcoming month. Lessee agrees that reservations made constitutes an obligation of Lessee to pay balance of all fees regardless of whether the reservation is used by the Lessee or not. Additional reservations after the current invoice payment date has passed will be added to the next upcoming invoice. There is no penalty for prepayment.

PAYMENT TYPES: In-state checks, cash, money orders and cashier's checks, Visa, MasterCard, American Express or Discover credit card are accepted (no starter checks).

SCHEDULING EFFICIENCIES: Lessee has 14 business days to accept or reject tentative time provided by City and acknowledges that no response constitutes acceptance of schedule. City reserves the right to adjust start times by 30 minutes and transfer reservations to alternate locations to allow for scheduling and operational efficiencies. City will inform Lessee of any changes to Lessee's schedule by email.

SUBLETTING: The practice of occasionally transferring/trading/selling time between existing customers is acceptable upon notification and forwarding of the related schedule updates to the Parks and Recreation Director at least 24 hours in advance.

LATE FEE/NON-PAYMENT: Payments not received by the due date will be assessed a \$25 late fee. Lessees with past due payments will be notified in writing on the next billing statement that the account must be paid in 10 days in order to continue use of a City



facility. Lessees with outstanding fees greater than 30 days past due will be barred from accessing a City facility until past due payments are paid in full. Lessees with a documented history of poor payment will have their time request(s) reviewed and may either be pre-empted by other groups and/or have their current requested time allotment reduced or cancelled.

NSF FEE: All returned checks will be assessed a \$30 non-sufficient funds fee.

NON-TAX AGENCIES: MN State Sales Tax Law requires any organization claiming tax exemption to provide a signed and dated MN ST3. No personal checks will be accepted for non-tax status payments.

INDEMNIFICATION: Lessee shall defend, indemnify and hold harmless the City against all actions, claims, demands, liabilities, injuries and damages, whether to persons or property or both, which may be imposed upon or incurred by the City as a consequence of, or arising out of, any act, default or omission on the part of the Lessee in connections with the activity which the Lessee is conducting.

STAFF: All employees of Lessee, whether paid or volunteers, full-time or part-time, shall be employees of the Lessee and shall not be employees of the City.

FACILITY RULES & REGULATIONS: Lessee is responsible for adhering to and enforcing the Facility Rules & Regulations and the Code of Conduct for all members including coaches, players, parents, volunteers, employees, and all other members of the Lessees organization. Lessee is responsible for providing said members with a copy of the Facility Rules and Regulations and Code of Conduct. Alcoholic beverages are not allowed in City buildings or parking lots without a permit.

- The City of Rogers is not responsible for lost or stolen personal articles. Do not to leave valuables unattended in vehicles, dressing rooms, or restrooms.
- Smoking and tobacco products are prohibited on City grounds.
- Inappropriate behavior such as swearing, fighting, offensive language and gestures, or harassment of any kind will not be tolerated. Anyone displaying inappropriate behavior of any kind will be asked to leave and the proper authorities will be notified as necessary.
- No running, horseplay, fighting, or unsafe behavior of any kind is tolerated.
- The City of Rogers is not responsible for any accidents or injuries to guests, vendors, customers, or any other persons violating any rules or safety practices while on the premises.
- Obey and follow all signs, posted information and follow all instructions given by arena staff. The exterior doors in the field house are clearly marked for emergency use only and should not be used for routine foot traffic. Alarms will sound when opened.
- The City of Rogers reserves the right to remove anyone from the facility without cause. Anyone asked to leave by a City of Rogers staff member must leave the property immediately. All City of Rogers staff members are instructed to immediately call the police immediately upon anyone refusing to leave.
- Media policy: Rogers Parks & Recreation periodically takes photos and videos of event activities, participants and spectators. Photos taken may appear in promotional materials, advertisements and online or social media. If you would like to request that you or your child not be photographed, please notify a staff member.
- Ice activities, hockey events, and turf activities: involve inherent risks, dangers and hazards that can result in serious injury up to and including death. Participants and attendees assume all risks while they are on the premises. The City of Rogers is not responsible for accidents or injuries on or off the ice/turf surface.
 - Please watch for flying pucks.
 - No floor hockey, kicking soccer balls, or stickhandling is allowed inside of the arenas.
 - No one is permitted on the ice without skates and or protective equipment.
 - No one is allowed on the ice or in the players boxes during resurfacing.
 - Do not enter the ice surface or player benches until the Zamboni doors are fully closed and secure.
- Turf facility field events: Field sports such as soccer, lacrosse, football, baseball, softball and other activities on fields involve inherent risks, dangers and hazards that can result in serious injury up to and including death. Participants and attendees assume all risks while they are on the premises. The City of Rogers is not responsible for accidents or injuries on or off the field surface.
 - Please watch for flying balls and bats.
 - No kicking, throwing, batting, or catching of balls outside of the designated field areas.
 - No food or drinks other than water bottles.
 - No food or non-water beverages are allowed in the fieldhouse, including gum, popcorn, sunflower seeds, peanuts, or loose candy.



FACILITY CODE OF CONDUCT

As a COACH, I will be responsible for my players and spectators while on City Premises (parking lot, lobby, restrooms, locker rooms, ice, fields, etc.) I will be a positive role model, being respectful of all players, coaches, officials, spectators and arena staff. I will ensure that my team is aware of the arena rules and regulations and always abides by them.

As a PLAYER, I will be respectful of my team members, my opponents, my coaches, officials, spectators and arena staff. I will observe all arena and turf facility rules and regulations. I know that my failure to abide by the rules and regulations will result in disciplinary action to myself and my team.

As a PARENT/GUARDIAN, I will be respectful of all participants, coaches, officials and other spectators. I will be responsible for the safety, behavior and welfare of minors in my care and will ensure that they abide by all arena and turf facility rules and regulations.

REPAIRS TO PREMISES: The Lessee accepts responsibility for repair of any and all damage to the premises resulting from acts associated with the event. The Lessee shall have the option of performing any repairs to the specifications of the City or pay the City the actual cost of the repairs. Settlement of all repair obligations shall be accomplished within one week of the duration of event.

DAMAGE OR DESTRUCTION OF PREMISES: In the event the premises are destroyed or becomes damaged to the extent that they are not fit for the use, time reserved will be terminated. In the event of such termination, the City shall refund to the Lessee all sums, heretofore, paid by the Lessee for the time that has been terminated. It is expressly understood between the parties that the City shall only be liable for refunding fees paid and shall have no liability to the Lessee for any other costs, expenses, lost profits or any other claims which the Lessee may have incurred or anticipated.

GENERAL PROVISIONS: Lessee agrees that the aforesaid time is made available pursuant to any rules and regulations governing the operation of arenas adopted by the City of Rogers and on file in the City of Rogers Parks and Recreation office.

ACCEPTANCE BY LESSEE:

I, _____ (print name), representing _____ (print organization/individual name), have read and agree to the Terms and Conditions contained herein, and hereby warrant and represent I execute this rental agreement on behalf of the Lessee and have sufficient power, authority and capacity to bind the Lessee with my signature and agree to pay the fees and to ensure compliance with the Terms and Conditions contained herein.

Signed: _____ Dated: _____ Title: _____

(Typing your Name above is an electronic signature indicating that you agree to all terms and conditions herein.)

Please save this document and then email it to mbauer@rogersmn.gov.

THE CITY OF ROGERS DOES NOT ALLOW CANCELLATIONS OR RETURNS.

Please do not request or accept time that you are not fully prepared to pay for in full. You will be required to pay for all reservations scheduled regardless of whether used or not. We do not accept returns or provide credits for any reason including low participation and registration numbers for your event, competing events, or any other reasons.

ROGERS ACTIVITY CENTER FIELD HOUSE CONTACT INFORMATION: Rogers Activity Center Field House, 21080 - 141st Ave., Rogers, MN 55374 | 763-428-1033

IN-SEASON RESERVATIONS & SCHEDULING - NEW, ADDING or SWAPPING RESERVATIONS)

All requests must be submitted in writing to mbauer@rogersmn.gov.

BULK UPCOMING SEASONAL SCHEDULING & CONTRACTS

All requests must be submitted in writing to mbauer@rogersmn.gov.

INVOICING & PAYMENTS

Mike Bauer, mbauer@rogersmn.gov (763-428-0974)

