



AGENDA

Rogers City Council

October 14, 2025 - 7:00 PM

Budget Workshop 5:00 p.m.

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

2. OPEN FORUM

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

3. PRESENTATIONS

4. APPROVE AGENDA

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

5. CONSENT AGENDA

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

5.1 Approval of the September 23, 2025 Work Session Minutes and the September 23, 2025 City Council Meeting Minutes

5.2 Approval of Bills and Claims

5.3 Approval of Application for Gambling Exempt Permit for CROSS Services to Conduct a Raffle on December 1, 2025 at Maynard's Restaurant Located at 21415 136th Avenue North

5.4 Approval of Application for Gambling Exempt Permit for Rogers High School Graduation Supporters to Conduct a Raffle on November 19, 2025 at Veit & Company Located at 14000 Veit Place

5.5 Approval of Application for Gambling Exempt Permit for Rogers High School Girls Swim & Dive Booster Club to Conduct Bingo and a Raffle on November

22, 2025 at Broadway Bar & Pizza Located at 14040 Rogers Drive

- 5.6 Directing the City Attorney to Prepare Findings of Fact for a Liquor Violation at Ripple Effect Brewing
- 5.7 Directing the City Attorney to Prepare Findings of Fact for a Liquor Violation at Yanagi Sushi Restaurant, LLC
- 5.8 Approval of Items Related to the Duffy Main Street Development
 - Development Agreement
 - Senior Center Lease Agreement
 - Subrecipient Grant Agreement
 - 5th Amendment to the Purchase Agreement
 - Utility, Parking, and Access Easement Agreement
- 5.9 Approve Replacement of Four (4) Rooftop Units, One (1) Make-Up Air Unit, and Update Controls at the Ice Arena by VLSI, Inc.
- 5.10 Approval of the Memorandum of Agreement Between the City of Rogers and LELS (Patrol)
- 5.11 Approve the Promotion of Lieutenant Aaron Ende to Paid-on-Call Fire Captain
- 5.12 Approve the Promotion of Firefighter Mike Parker to Paid-on-Call Fire Lieutenant
- 5.13 Consideration of Resolution 2025-70 Approving A Main Street Facade Program Forgivable Loan for 21418 Church Avenue
- 5.14 Items Related to Senior Permit Technician and Administrative Support
 - Approval of Senior Permit Technician Position Description and Appointing DeeDee Fessler to the Position
 - Approval of Administrative Assistant Position Description for City Hall
 - Authorize Advertisement to Backfill Administrative Support Position
- 5.15 Approval of Resolution No. 2025-72 Reducing the Letter of Credit for Towns at Fox Creek 3rd Addition
- 5.16 Approval of Resolution No. 2025-73 Acceptance of Improvements and Letter of Credit Release for Birchwood 1st Addition
- 5.17 Approval of Resolution No. 2025-74 Acceptance of Improvements and Letter

of Credit Reduction for Harvest View 2nd Addition

5.18 Approve Change Order Nos. 15 (Labor) and 16 (Materials), Rogers Indoor Turf Facility, City Project No. 2201

5.19 Approve Request for Proposals (RFP) and Authorize Solicitation of Proposals for Construction Manager at Risk (CM@R) Services for the City Hall and Police Department Civic Campus, City Project No. 2202

6. PUBLIC HEARINGS

6.1 Public Hearing to Pass Upon the Proposed Assessment for Delinquent Sewer, Water, Recycling and/or Storm Sewer Services

7. GENERAL BUSINESS

7.1 Approve Memorandum of Agreement (MOA) with Rogers Youth Hockey Association (RYHA), Authorize Solicitation of Bids for Rink Expansion and Approve a Revised AIA Document A133-2019, Standard Form of Agreement Between the City of Rogers and RJM Construction as Construction Manager and Constructor, City Project No. 2406

7.2 Approval of Quote for Website/ADA and Master Services Agreement with CivicPlus

8. OTHER BUSINESS

9. CORRESPONDENCE AND REPORTS

9.1 Response to Public Statements made in Open Forum on September 23, 2025

10. ADJOURN



STAFF REPORT

ROGERS CITY COUNCIL

Meeting Date: October 14, 2025

Agenda Item: 5.1

Subject: Approval of the September 23, 2025 Work Session Minutes and the September 23, 2025 City Council Meeting Minutes

Prepared By: Stacie Brown, City Clerk

Recommended Council Action

Motion to approve the September 23, 2025 Work Session minutes and the September 23, 2025 City Council meeting minutes.

Overview / Background / Analysis

Staff Recommendation

Motion to approve the September 23, 2025 Work Session minutes and the September 23, 2025 City Council meeting minutes.

Financial Impact:

Source Fund:

Budgeted? N/A

Supporting Documentation

- A. 09232025min workshop
- B. 09232025min

1. CALL TO ORDER

The Workshop of the City Council of the City of Rogers was called to order by Mayor Klick on Tuesday, September 23, 2025, at 5:00 PM at Rogers Community Room, 21201 Memorial Drive, Rogers, MN, 55374 and online in the Zoom application.

Council present: Shannon Klick, Kevin Jullie, Mark Eiden, Joel Brockman Council excused: Amy Enga

Staff present: Steve Stahmer, Administrator; Stacy Scharber, Assistant City Administrator/HR Director; Bridget Bruska, Finance Director; Dan Wills, Chief of Police; Patrick Farrens, Fire Chief; Doran Cote, Public Works Director/City Engineer; Mike Bauer, Parks and Recreation Director; Brett Angell, Community Development Director; and Stacie Brown, City Clerk.

2. GENERAL BUSINESS

2.1 Budget Workshop

1. Capital Improvement Plan (CIP) and Financial Management Plan (FMP)
2. Five-Year Review of Franchise Fees
3. Budget Calendar Review
4. RAC Expansion Discussion

Finance Director Bruska shared an overview of tonight's budget topics, starting with a review of the five-year Capital Improvement Plan. She noted that a majority of the Financial Management Plan has also been included in the document for informational purposes. Within that plan, the Pavement Management Plan will be covered, as well as a five-year review of franchise fees. Following those topics, representatives from Rogers Youth Hockey Association will be coming to discuss the potential Rogers Activity Center expansion.

Public Works Director/City Engineer Cote presented the Capital Improvement Plan, with the focus being on 2026 and 2027 as the programmed years and the remainder being a capital plan. He reviewed the differences between this year's CIP and the one approved last year, while highlighting postponed and new projects:

- Fire Station No. 1: The previous CIP included this as a \$1.5 million project, which the Fire Chief reduced to \$750,000. Bruska noted this may be further reduced to approximately \$250,000

- Pavement Management Projects which were delayed from 2025 to 2026; all of which have a cascading effect on all Pavement Management projects:
- North Community Park Improvements
- Fox Creek stream bank repairs (moved to coincide with Elm Creek Watershed Management CIP). Councilor Eiden inquired about a reference in the plan to assessments. Cote explained that reference is a placeholder, as there is not a specific funding category for Elm Creek Watershed. The Commission does assess all taxpayers in their area.
- Day Spring Estates park improvements and pond outlet
- New 2026 projects include:
 - Water meter change-outs (to give residents greater ability to monitor their consumption online). Eiden asked if these are meters which were recently replaced, and Cote explained these are 20–30-year-old meters which haven't been changed yet.
 - Securities Control and Data Acquisition (SCADA) replacement for utilities, a \$250,000 project which was discussed with Council at this year's goal-setting session
- 2027 projects include:
 - Main Street Reconstruction
 - Parking lot and trail lighting
 - TH 101 ADA and trail improvements
 - Water Treatment Plan 1
 - Rehabilitation of Orchid Water Tower (might be moved up to 2026)
- 2028-2029 new projects include:
 - East Industrial Park Mill and Overlay
 - Parking lot and trail lighting

Cote explained that all 2030 projects listed in the Capital Improvement Plan are new. He noted one significant change with a new category in the CIP: Provisional Projects. These can be added at the discretion of Council, or if a request is received from a developer or resident. These would involve special assessments and would have a large impact on the Financial Management Plan due to costs.

Councilor Jullie inquired about the status of MSA funds, and Cote replied that the City hasn't spent any for approximately three years and needs to start using them. He noted that the Main Street and Fletcher Bypass projects will be big consumers for MSA funds. Councilor Brockman asked if there's a time limit for using the funds, and Cote replied that penalties can apply after three years' allocation. However, if the City can demonstrate that the funds will be utilized within the CIP, there typically would not be any penalties.

Jullie inquired about the projects under Park Dedication. Parks and Recreation Director Bauer explained that there are many projects the Parks and Recreation Advisory Commission has been reviewing annually. One priority is the addition of lighting in the

parking lots and trails for safety. However, there is some ambiguity in timing depending on development. Mayor Klick asked about the line item for lighting, and Bauer explained it would be driven by which park is picked throughout the process. Each project would be chosen by the Parks Commission, a public bidding process would be held, and it would come back to the Council for approval.

Bruska provided a high-level overview of the components of the Financial Management Plan, including funding sources and the balances over the five-year period. She reviewed the Budget Summary and provided details for all categories except the RAC, as there is still information pending. She shared everything that would require new debt, explaining that several things would be reviewed at upcoming meetings. In reviewing the Capital Equipment Plan, she explained that interfund loans are currently being used to purchase equipment in two-year increments. While doing that, taxes are being levied to build up reserves in the fund. This will enable the City to purchase equipment without using interfund loans in the future.

Bruska reviewed the Facilities Fund, which began when starting to save for a new Civic Campus. She shared details on anticipated debt coming on after bonding for a future Civic Campus. She shared the IS Capital Plan, which is fully funded by Capital Reserves, and the Pavement Management Plan, which takes care of existing streets and has been fully-funded by Franchise Fees. These fees also take care of putting utilities underground. She explained that, based on calculations, a Franchise Fee increase is needed.

Bruska referenced the potential for using some Park Dedication to help with the second sheet of ice. She shared that the water and sewer trunk funds are healthy. The water availability fund does appear to go slightly in the negative; however, it's expected to be short-lived. She shared growth assumptions, noting the pages in the packet where the estimates can be found. Councilor Brockman asked how the new wastewater treatment plant proposed by the Met Council might affect the City's budget. Cote stated that it should not affect the City's budget, unless there is an increase in charges for wastewater treatment. As the City grows, charges for services will grow, but the treatment plant will not affect the budget. Jullie inquired about the water tower, (status and cost). Cote explained that the water demands are pressuring production but not storage. The City is looking into two new wells, and as part of that, a consultant is looking at a ground storage unit, which is in process. The storage is not yet in the CIP. However, there would be about 1 million gallons of storage.

Bruska reviewed the Franchise Fee revenue history, with a proposed increase from \$9/month to \$14/month. There is not a full year increase built into the 2026 budget; however, there is a portion included. She noted that the City is paid for fees on a quarterly basis. In order to complete the projects in the CIP as presented, a Franchise Fee increase is needed. Each year, projects have had to be pushed out in order to make the funding work, and it's now time for an increase. She recommends an annual inflationary increase to keep up in the future.

Eiden asked about the annual review, and Bruska explained that a re-write of the Ordinance is going to be required, and the 5-year review is a minimum standard. An

annual review would avoid significant increases while getting projects done. Each company will receive a 30-day notice, and they will have 90 days to implement the fees. She envisions working on writing the Ordinances to be brought forward at the end of October or beginning of November, followed up by communication to residents. Jullie asked if those dollars can only be used on roads, Cote explained they can also be used for overhead wire. Bruska shared that, according to City Attorney Vose, Franchise Fees can be used for different things, depending on how the Ordinance is written. It can be changed by a 4/5 vote. City Administrator Stahmer added that many of those Cities that are using the revenue for other purposes are also assessing properties for road projects.

Klick noted there are increases projected by utility companies, aside from any City increases. Bruska explained that staff will work hard with Vose on a increase approach to avoid these large intermittent jumps. This will come back as a General Business item in late October and will require a Public Hearing. She reviewed the budget calendar, with the next session covering the five-year equipment plan. After that is approved, a two-year equipment financing list will be completed for review by Council. The actual approval will occur at the second meeting in October. Utility budgets, fee schedule changes, and final levy discussion will take place before the final levy is set in December.

Rogers Youth Hockey Association (RYHA) representatives Nate Moen and Christian Grams came forward to discuss the potential for a second sheet of ice at the Rogers Activity Center. Bruska shared an updated financial exhibit, showing how the RYHA contribution and use of other funding sources could work. She noted that she has gotten some updated bond quotes and discussed additional contributions from RYHA. Right now, they believe they could contribute up to \$500,000 per year for 20 years, which that significantly helps the project. Tower and billboard funds and/or Park Dedication funds were discussed as potential options to bridge the remaining funding gap. By using Park Dedication, the Tower and Billboard fund could be left alone to be used for a future Civic campus. Providing approximately \$1.5 million plus the additional commitment from RYHA would get the project done.

Bruska shared that one of the assumptions is that TruStone and HealthPartners/TRIA (or another sponsor) would renew their sponsorship contract at the same rate. With that said, this would only include the girls' locker room shell. The Booster Club has verbally committed to extending their \$20,000 per year, with the contract ending in 2026. Bruska reviewed the assumptions and estimated costs. RJM Construction has gotten a cost. However, there can be changes when bids come in. She shared that the bond interest rate is assumed at 4% and explained that if there is too much private use in sponsorship, it can become a taxable bond.

Jullie asked about the risk of something coming up, and asked Cote about the construction costs and any impacts. Cote explained that the design is currently at about 75-80% completion. The numbers were from trade partners, but there have been some variables, including tariffs which have fluctuated significantly. Eiden inquired about the contingency amount, and Bruska replied that the contingency is \$1.26 million. Stahmer noted that the only funding options the City had to look at where the Tower and Billboard and Park

Dedication.

Brockman asked Bauer if he was comfortable using Park Dedication while still maintaining park quality. Bauer stated that from a staff perspective, there is a healthy balance in Park Dedication for the projects that are lined up. Brockman asked what happens if RYHA doesn't come through; noting there needs to be a great comfort level before it can be considered. Nate Moen explained that the \$500,000 is based off gambling revenue, which can't be banked and has to be spent within the calendar year. Registrations have been running at approximately \$280,000 per year, which can be saved. Over the last year, gambling revenue was over \$1 million for the first time, and a site has since been added. He expects registrations to continue increasing. Last year, RYHA spent approximately \$543,000 on this project, and it didn't hurt the account.

Mr. Moen shared that additional levers that have been pulled, including cuts to the budget and non-resident fees. Registration was raised last year and can be raised again if needed. Eiden noted that the bulk is gambling revenue spent elsewhere which can now be contributed here. Mr. Moen explained that in the past, it was used to pay off Rink 1 over 20 years, and then to purchase scoreboards. Mr. Grams shared that \$96,000 has been cut, which provides an additional buffer above the \$500,000. If they feel they are not hitting the benchmark, other levers can be pulled.

Bruska noted that the City and RYHA have each come to the table, and the goal of this discussion would be to determine if Council is comfortable taking the next steps. Going out to bid is a serious decision. Klick asked if there is another grant available besides the Hennepin County Youth Sports Grant, and Bauer explained that he has also applied for the Mighty Ducks Grant.

Jullie expressed that his only concern was the health of pull tabs over the next 20 years. Council discussed the prospect of legislative changes to gambling. Stahmer noted that this is assuming that costs come back close to the estimates, and with inflationary increases, this may be the closest it will get to making the project happen. Brockman noted the value in finishing the project. Mr. Moen stated it's a benefit to families but also benefits the community. He foresees getting more tournaments in the future. Klick expressed appreciation for the partnership, and the Council's consensus was to move forward with next steps for the project.

3. ADJOURN

Mayor Klick adjourned the meeting at 6:30 p.m.

Respectfully submitted,

Stacie Brown
City Clerk

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

The regular meeting of the City Council of the City of Rogers was called to order by Mayor Klick on Tuesday, September 23, 2025, at 7:00 PM at Rogers Community Room, 21201 Memorial Drive, Rogers, MN, 55374 and online in the Zoom application.

Council present: Shannon Klick, Kevin Jullie, Mark Eiden, and Joel Brockman
Council excused: Amy Enga

Staff present: Steve Stahmer, Administrator; Stacy Scharber, Assistant City Administrator/HR Director; Bridget Bruska, Finance Director; Dan Wills, Chief of Police; Patrick Farrens, Fire Chief; Doran Cote, Public Works Director/City Engineer; Mike Bauer, Parks and Recreation Director; Brett Angell, Community Development Director; Bob Vose, City Attorney; and Stacie Brown, City Clerk.

2. OPEN FORUM

Jeff Schmitz - 20699 Drake Court; came forward to make the Council aware of an event that occurred at his house. He shared that they moved to their home in 2001 and have never had any problems with the police. Mr. Schmitz stated that on August 25, 2025, two squad cars pulled up to his house. Three armed Police Officers then came up to their front door wanting to know about his camper as they were preparing to go away for the holiday weekend. Mr. Schmitz stated the officers spoke to his son, adding he had just stepped out of the shower and had hardly anything on. Mr. Schmitz stated the three officers questioned his son about why the camper was a few feet off the driveway.

Mr. Schmitz stated that his son, not being the homeowner or camper owner, answered the questions the best he could. The Police Officers indicated they were there to investigate a report of an abandoned vehicle. Mr. Schmitz shared that his son explained the camper was moved over slightly due to work being done on the home, and contractors were at the home to re-side it and finish work repairing storm damage. With a trailer in front of the home with construction materials, he noted it would be reasonable to have the camper moved over a few feet. Mr. Schmitz stated the officers seemed very interested in why it was moved over. He added that the family were dumbfounded over why three Police Officers would need to come to their home and talk with their son about a camper that was a few feet off their driveway, and to say they are upset is an understatement.

Mr. Schmitz stated the Officers seemed very particular about wanting to know why the camper was plugged in. He mentioned that they like to keep their milk and ice cream cold which is not a matter for the Rogers Police Department. He stated the questioning of his son continued, with one of the Officers opening a notebook and conducting a full investigation while his son stood in the doorway with a towel around his waist. Mr. Schmitz

asked his neighbors if they had called the police, and the neighbors denied calling. He noted that work was done on the house and signed off by a City of Rogers Official, and the day after the permit was signed off, the Police Officers showed up at their house.

Mr. Schmitz theorized that a report may have come in that migrant workers may be staying in their camper, saying that if an uninformed observer was walking by, they may have thought someone was living in the camper. It would have been one thing if the officers had knocked on the door and explained they were checking on a report, but that's not what they said; they said they were checking on an abandoned vehicle in the driveway. Mr. Schmitz stated that after what the family felt was bullying and excessive harassment, the officers went in the driveway, into the yard, peering into the windows of the camper. Neighbors stated one officer put her back alongside the trailer, knocked on the door with her hand on her sidearm.

Mr. Schmitz asked the Council if this seemed normal to them, as it didn't seem normal to him. He asked why this would occur, stating it is clearly harassing, abusive behavior by the officers involved, and he has no idea why the leadership would allow this to occur. Protocol is to send a letter to homeowners if there is concern about a parked vehicle in the grass. He shared that he went around his neighborhood that night and found no more than 12 vehicles parked off to the side, with no police activity at their homes.

Mr. Schmitz expressed that he wanted the Mayor and Council to hear about this, adding he was glad the Police Chief is here, as his family would like this to be investigated. He would like a formal written apology, accountability taken against the decision makers who would allow this to occur and wants the source of the false and misleading complaint identified. He stated they have a right to face their accusers. In closing, Mr. Schmitz said his family were treated poorly and were embarrassed in front of friends and family. He added that if these items are not resolved, they will be forced to take further steps which will not be pleasant.

Councilor Eiden asked Mr. Schmitz to restate the items he was looking for. Mr. Schmitz listed the items as follows:

- An investigation as to why this occurred, as clearly someone made a report. He theorized it could be a City official, because the officers stated it came from "a very reliable source who wouldn't lie about this."
- A formal written apology.
- Accountability should be taken against the decision makers who would allow this.
- The source of the complaint needs to be identified — if this is a City official, there could be further problems.

Mayor Klick thanked Mr. Schmitz for coming and took his contact information for follow-up purposes.

3. PRESENTATIONS

None.

4. APPROVE AGENDA

Councilor Brockman moved, Councilor Jullie seconded a motion to approve the agenda as submitted. Motion carried 4-0.

5. CONSENT AGENDA

- 5.1 Approval of the September 9, 2025 City Council Meeting Minutes
- 5.2 Approval of Bills and Claims
- 5.3 Approval to Reschedule the November 11, 2025 City Council Meeting to November 13, 2025
- 5.4 Approval of Resolution 2025-66 Approving the Henry Area Alternative Urban Areawide Review (AUAR) 2025 Update
- 5.5 Call for a Public Hearing to Adopt the Proposed Assessment for Delinquent Sewer, Water, Recycling, and/or Storm Sewer Service Charges on October 14, 2025 at 7:00 p.m.
- 5.6 Setting Monday, October 6th Planning Commission Meeting as a Joint City Council and Planning Commission Meeting for the Main Street Master Plan
- 5.7 Approval of Resolution 2025-68 Authorizing a Letter of Credit Reduction for Taylor Lane
- 5.8 Approval of Resolution 2025-69 Authorizing a Letter of Credit Release for the Shores of Sylvan Lake
- 5.9 Approval of TruStone Center Exterior Signage Package and Purchase of the Facilities Monument Sign
- 5.10 Approval of the Fourth Extension with Duffy Development for the Sale of City-Owned Property to Allow an Additional 21 Days to Close
- 5.11 Approve Payment No. 8 and Final, South Community Park Buildings, City Project No. 2104

Councilor Brockman requested to pull items 5.9 and 5.10 for separate discussion.

Councilor Jullie moved, Councilor Brockman seconded a motion to approve the Consent Agenda as amended. Motion carried 4-0.

Item 5.9; Approval of TruStone Center Exterior Signage Package and Purchase of the Facility Monument Sign: Councilor Brockman stated he wanted this to be presented tonight because the signage will be there for a long period of time, and he wants to be sure everyone can get a good look at it. Parks and Recreation Director Bauer shared renderings of the proposed sponsorship signage for the TruStone Center facility as of now. He explained the requested approval tonight is related to sizes and locations, noting there is a time crunch for this process, as once it gets below 55 degrees, vinyl stickers can't be applied to the structure.

Chris Potenza of Front Burner Sports reviewed the proposed branding elements in relation to each part of the facility. He explained the unique challenges with naming rights for the facility, with the goal of one large continuous building in mind. The plan is to have

TruStone represented on every building within the facility as the overarching naming rights partner. Each building would also recognize the naming rights partner for that area. Mr. Potenza explained the design team's concept of a string (or theme) of elements represented on multiple buildings within the complex. The goal today is to obtain Council's approval of the overall concept to continue moving forward.

Councilor Brockman moved, Councilor Eiden seconded a motion granting approval of the TruStone Center exterior signage package and purchase of the facility monument sign. Motion carried 4-0.

Item 5.10; Approval of the Fourth Extension with Duffy Development for the Sale of City-Owned Property to Allow an Additional 21 Days to Close: Brockman inquired about the requested 21-day extension, and why the additional party has been added to the agreement. Community Development Director Angell explained the current agreement expires at the end of the month, and this extension is to get through a few remaining hurdles and finalize agreements needed for the closing. He shared that since the last extension, the grading permit for the development has been approved, the plumbing permit application has been submitted, and the demolition and building permits are ready to be issued.

Angell stated he understands and agrees with the Council's frustration with the delays. The developer is aware the Council and staff want to see this moving forward as soon as possible, which is why the extension period has been limited to 21 days. There are some hurdles ahead, but this is slowly moving forward.

Brockman asked about the additional party to the agreement. Angell explained the owner-operator of the Duffy building itself would be added, and it would have been preferable to have this as a right-to-assign structure. Brockman asked if there were any legal concerns in adding a fifth party. City Attorney Vose stated the City's position is that this should be a four-party agreement. However, the addition of a fifth party is under review. Brockman asked if there is any hindrance to this for the City either way, and Vose replied there is not, as the City's rights and obligations will not change. Councilor Eiden expressed confidence that Angell and Vose will do everything possible to complete this project while looking out for the City's best interests.

Councilor Jullie moved, Councilor Eiden seconded a motion to approve the Fourth Extension with Duffy Development for the sale of City-owned property to allow an additional 21 days to close. Motion carried 3-0, with Brockman abstaining.

6. PUBLIC HEARINGS

None.

7. GENERAL BUSINESS

7.1 Consideration of a Concept Request to Change City Code to Allow for Rural Event Centers

Community Development Director Angell shared that recently, staff were contacted by the Kemmetmueller family, who are hoping to open a rural wedding venue on their property. He explained that no formal action is needed from Council this evening. However, staff are seeking their input on potential Zoning Code amendments for this concept request, specifically related to wedding event venues.

Angell explained that the Code currently allows convention or event centers as a permitted use within the LC, RC, and DT zoning districts and a conditional use within the ND zoning district. Staff asked the applicant to complete a concept request for review by the City Council and Planning Commission to review and determine if they would be open to such a code change. He shared property details, including the parcel location, ownership, size, zoning, guidance, current use, proposed use, and potential timing for the proposed project.

Angell shared that the Planning Commission reviewed this item at their September 8, 2025 meeting, and the Commission was open to amending the code for rural event centers as a conditional or interim use, subject to minimum lot size requirements, setbacks from property lines, and noise/music restrictions. Councilor Eiden asked for clarification that this would apply to all R2 properties, which Angell confirmed. If Council is open to potential Code amendments, a potential application would still need to go through a site planning process, which would come before Council for consideration. If feedback is not in favor of such a use, no application would be anticipated, and no Code amendments would come forward. Angell noted that any Code amendments would pertain to all properties under that classification.

Angell reviewed specific feedback being requested from the Council:

- Is Council open to amending the Code to allow for rural wedding event centers?
- What zoning districts should be included?
- Should the use be permitted, conditional, or interim?
- If permitted or conditional, what conditions should be evaluated as part of the approval process?
- Should there be a minimum acreage requirement?

Councilor Jullie inquired about parking and access for the site. Angell noted that whatever decisions are made could potentially lead to amendments in the parking code. Jullie noted the potential of certain intersections being overloaded, and Angell acknowledged that is a consideration Council should make when looking at this item. He shared that the Planning Commission asked if surrounding cities have rural event centers. There are some, with the closest being in Dayton with an Interim Use Permit. Brockman inquired about alcohol consumption at the venue, and Angell explained the Planning Commission would only recommend allowing catered liquor.

Councilor Eiden expressed that he is in favor of the concept but would rely on Angell's input for any zoning concerns. He feels the Planning Commission is right relative to the minimum acreage requirement. Angell noted that R2 would have the highest level of

concern, but it would depend on setbacks and buffers. From his standpoint, he would lean towards a Conditional or Interim Use Permit, leaning more towards Interim. For minimum acreage, he would lean towards 20 acres. He noted one potential barrier to this becoming a more common item, which is the cost. For those wanting to convert a barn, there are sprinkling requirements which are very expensive. Mayor Klick inquired about the interim option, and Angell clarified it would be tied to the owner.

Jullie inquired about the noise Ordinance, and Angell confirmed it would need to comply, or be included in a Conditional or Interim Use Permit. There was consensus in the Council to allow it to move forward. City Attorney Vose added that upon hearing Council's support for a Conditional or Interim Use Permit, he would be in favor of Conditional to allow for input from neighboring properties in the future. Eiden expressed being in favor of the Interim option.

8. OTHER BUSINESS

None.

9. CORRESPONDENCE AND REPORTS

None.

10. ADJOURN TO CLOSED SESSION

10.1 Adjourn to Closed Session to Discuss Attorney-Client Privileged Matters Per MN Statutes 13D.05, Subdivision 3(b)

- No motions are to be made during the Closed Session, though the Council can reach a consensus. Any motions needing to be adopted must wait until the meeting is reopened.

Mayor Klick adjourned the meeting to Closed Session at 7:43 p.m.

The regular meeting was reconvened at 8:02 p.m.

Councilor Eiden moved, Mayor Klick seconded a motion to adopt Resolution 2025-67; Waiving Permit Fees for Pressure Reducing Valves and Expansion Tanks Within the Edgewater 3rd Addition Development. Motion carried 4-0.

11. ADJOURN

Mayor Klick adjourned the meeting at 8:03 p.m.

Respectfully submitted,

Stacie Brown
City Clerk



STAFF REPORT

ROGERS CITY COUNCIL

Meeting Date: October 14, 2025

Agenda Item: 5.2

Subject: Approval of Bills and Claims

Prepared By: Bridget Bruska, Finance Director

Recommended Council Action

Motion to approve bills and claims as presented.

Overview / Background / Analysis

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

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

Staff Recommendation

Motion to approve bills and claims as presented.

Financial Impact: N/A

Source Fund: N/A

Budgeted? N/A

Supporting Documentation

- A. AP Cover Sheet
- B. 09-19-2025 Checks #96011-96024 - UB Overpayments
- C. 09-19-2025 Checks #96025-96076 & ACH Payments
- D. 09-23-2025 Checks #96077-96098 & ACH Payments
- E. 10-02-2025 Checks #96099-96148 & ACH Payments
- F. September Purchasing Cards

CITY OF ROGERS
10.14.2025 CITY COUNCIL MEETING
OPERATING ACCOUNTS - ADDITIONAL CLAIMS PAID/TO BE PAID

City Payroll Checks, Taxes & Misc Fees Paid

9/18/2025 ADP Child Support/Garnishment	124.62
10/2/2025 ADP Child Support/Garnishment	124.62
9/18/2025 ADP Direct Deposits	267,536.53
10/2/2025 ADP Direct Deposits	267,983.70
9/18/2025 ADP Payroll Taxes	105,361.16
10/2/2025 ADP Payroll Taxes	104,807.34
9/24/2025 Humana (Employee Paid Supplemental Plan)	445.00
9/24/2025 Colonial Life (Employee Paid Supplemental Plan)	227.58
9/25/2025 Health Equity FSA/DCAP	150.00
9/18/2025 Health Equity FSA/DCAP	36.40
9/25/2025 Group Health EAP Charges	157.94
9/22/2025 ICMA Deferred Compensation	2,778.83
10/2/2025 ICMA Deferred Compensation	2,778.83
9/19/2025 Optum Health Plan Fund	6,573.41
10/2/2025 Optum Health Plan Fund	13,295.29
9/26/2025 Optum Health Plan Fund	1,650.00
9/22/2025 PERA	79,686.16
10/6/2025 PERA	80,589.13
9/22/2025 State of MN HCSP	3,922.98
10/6/2025 State of MN HCSP	3,986.58
9/22/2025 State of MN - Deferred Comp	12,200.00
10/6/2025 State of MN - Deferred Comp	12,200.00
10/6/2025 Standard Life Insurance - October	1,849.50
10/7/2025 The Hartford - October	2,262.92
Payroll & Misc Fee Expenditures	970,728.52

City Checks & ACH Paid

9/19/2025 City Checks & UB Overpayments (96011-96024)	982.33
9/19/2025 City Checks & ACH Paid (96025-96076)	411,354.20
9/23/2025 City Checks & ACH Paid (96077-96098)	560,746.64
10/2/2025 City Checks & ACH Paid (96099-96148)	1,524,295.59
City Check & ACH Expenditures	2,497,378.76

City Misc ACH/Wires Paid

10/2/2025 Credit Card Fees City	8,485.64
10/2/2025 Civic Pay Fees Utility Billing	7,051.95
9/17/2025 US Bank Credit Cards - September	53,070.46
10/3/2025 Finny Sports Payments Credit Card Fees RAC	891.78
10/3/2025 Payment Services Network Processing Fees	328.60
9/22/2025 MNDOR - City Sales Tax	2,152.00
City ACH/Wire Expenditures	71,980.43

City Total To Be Approved

3,540,087.71

Liquor Misc ACH/Wires Paid

10/3/2025 Credit Card Processing Fees - RWAS	6,322.28
10/3/2025 Credit Card Processing Fees - RWAS	546.47
10/3/2025 Credit Card Interchange Fees- RWAS	129.76
Liquor ACH/Wire Expenditures	6,998.51

Liquor Total to Be Approved

6,998.51

Accounts Payable

Computer Check Proof List by Vendor

User: mrathlisberger@rogersmn.gov
Printed: 09/18/2025 - 12:37PM
Batch: 00003.09.2025



Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: UB*00516	Teshome Belaynh-Abaye			Check Sequence: 1	ACH Enabled: False
	Refund Check 003189-000, 23120 Gardner Ave	89.70	09/19/2025	601-000-0000-20200-0000	
	Check Total:	89.70			
Vendor: UB*00525	Beth/Matt Bergfield			Check Sequence: 2	ACH Enabled: False
	Refund Check 009895-000, 11444 Creekside Ct	77.03	09/19/2025	601-000-0000-20200-0000	
	Check Total:	77.03			
Vendor: UB*00520	John/Tracy Bye			Check Sequence: 3	ACH Enabled: False
	Refund Check 008918-000, 13589 Birch Rd	34.56	09/19/2025	601-000-0000-20200-0000	
	Check Total:	34.56			
Vendor: UB*00492	Kristine Cassen-Hansen			Check Sequence: 4	ACH Enabled: False
	Refund Check 010520-000, 22354 Orchid Ave	75.25	09/19/2025	601-000-0000-20200-0000	
	Check Total:	75.25			
Vendor: UB*00515	Joseph/Ioana Childs			Check Sequence: 5	ACH Enabled: False
	Refund Check 007883-000, 13708 Bluewing Dr	25.64	09/19/2025	601-000-0000-20200-0000	
	Check Total:	25.64			
Vendor: UB*00518	Timothy Fossum			Check Sequence: 6	ACH Enabled: False
	Refund Check 003826-000, 13298 Oakwood Dr	12.94	09/19/2025	601-000-0000-20200-0000	
	Check Total:	12.94			
Vendor: UB*00522	Robert/Tracy Freitag			Check Sequence: 7	ACH Enabled: False
	Refund Check 009817-000, 19621 115th Ave	101.22	09/19/2025	601-000-0000-20200-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	101.22			
Vendor: UB*00519	Daniel/Christine Hestad			Check Sequence: 8	ACH Enabled: False
	Refund Check 009050-000, 22365 Marie Ave	88.97	09/19/2025	601-000-0000-20200-0000	
	Check Total:	88.97			
Vendor: UB*00517	Kinsella Properties, LLP			Check Sequence: 9	ACH Enabled: False
	Refund Check 012859-001, 19270 136th Ave N	186.92	09/19/2025	601-000-0000-20200-0000	
	Refund Check 012859-001, 19270 136th Ave N	1.67	09/19/2025	601-000-0000-20200-0000	
	Check Total:	188.59			
Vendor: UB*00526	Dana Oelkers			Check Sequence: 10	ACH Enabled: False
	Refund Check 014192-000, 13814 Bluewing Dr	49.98	09/19/2025	601-000-0000-20200-0000	
	Check Total:	49.98			
Vendor: UB*00527	Jason Otten			Check Sequence: 11	ACH Enabled: False
	Refund Check 002642-000, 13797 Widgeon Ln	110.82	09/19/2025	601-000-0000-20200-0000	
	Check Total:	110.82			
Vendor: UB*00523	Chong Thor			Check Sequence: 12	ACH Enabled: False
	Refund Check 011811-000, 22673 Breanna Ln	19.30	09/19/2025	601-000-0000-20200-0000	
	Check Total:	19.30			
Vendor: UB*00524	Jane Tokar			Check Sequence: 13	ACH Enabled: False
	Refund Check 011713-000, 19266 Hunters Pl	81.53	09/19/2025	601-000-0000-20200-0000	
	Check Total:	81.53			
Vendor: UB*00521	Britta Vincent			Check Sequence: 14	ACH Enabled: False
	Refund Check 010013-000, 20833 Peony Ln	26.80	09/19/2025	601-000-0000-20200-0000	
	Check Total:	26.80			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Total for Check Run:	982.33			
	Total of Number of Checks:	14			

Accounts Payable

Computer Check Proof List by Vendor

User: mrathlisberger@rogersmn.gov
Printed: 09/18/2025 - 1:41PM
Batch: 00004.09.2025



Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: tenkcu	10K Custom Lettering			Check Sequence: 1	ACH Enabled: False
103897	Rogers Park & Rec Commission Apparel Letterii	216.00	09/19/2025	100-450-5120-42180-0000	
	Check Total:	216.00			
Vendor: jofit	2nd Wind Exercise Equipment Inc			Check Sequence: 2	ACH Enabled: True
22-045918	Gym Equip-Preventative Maintenance-FS 1	259.00	09/19/2025	100-420-2210-44040-0000	
	Check Total:	259.00			
Vendor: acmto	Acme Electric Motor, Inc.			Check Sequence: 3	ACH Enabled: False
14942483	3017-20 Milwaukee M18 Fuel Blower	41.67	09/19/2025	601-494-9440-42105-0000	
14942483	3017-20 Milwaukee M18 Fuel Blower	41.67	09/19/2025	602-495-9490-42105-0000	
14942483	3016 -21ST Milwaukee M18 Fuel String Trim W	96.67	09/19/2025	601-494-9440-42105-0000	
14942483	3016 -21ST Milwaukee M18 Fuel String Trim W	96.67	09/19/2025	602-495-9490-42105-0000	
14942483	3017-20 Milwaukee M18 Fuel Blower	41.66	09/19/2025	603-496-9495-42105-0000	
14942483	3016 -21ST Milwaukee M18 Fuel String Trim W	96.66	09/19/2025	603-496-9495-42105-0000	
	Check Total:	415.00			
Vendor: acrcro	Across Country Tours			Check Sequence: 4	ACH Enabled: False
Tour # 250901	9/8/25 Trip To Treasure Island Casino	475.00	09/19/2025	100-450-5186-44326-0000	
	Check Total:	475.00			
Vendor: adain	Adam's Pest Control Inc			Check Sequence: 5	ACH Enabled: True
4252536	EC Pest Control - 9/3/25	103.88	09/19/2025	100-410-1941-43100-0000	
	Check Total:	103.88			
Vendor: airgas	Airgas Inc			Check Sequence: 6	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
5518521102	Hazmat Fee	57.75	09/19/2025	100-430-3000-42160-0000	
5518521102	Rent Cyl Ind Small Acetylene	38.44	09/19/2025	100-430-3000-42160-0000	
5518521102	Rent Cyl Ind Large Oxygen	37.51	09/19/2025	100-430-3000-42160-0000	
	Check Total:	133.70			
Vendor: albmi	Mike Albers			Check Sequence: 7	ACH Enabled: True
August 2025	Reimburse For Mileage In August 2025	104.30	09/19/2025	100-410-1950-44360-0000	
July 2025	Reimburse For Mileage In July 2025	126.00	09/19/2025	100-410-1950-44360-0000	
	Check Total:	230.30			
Vendor: amflag	American Flagpole & Flag Co			Check Sequence: 8	ACH Enabled: False
202203	U.S. Flags For RAC	359.85	09/19/2025	205-450-5205-42102-0000	
	Check Total:	359.85			
Vendor: belco	Bellboy Corporation			Check Sequence: 9	ACH Enabled: True
0207977700	Liquor Credit	-70.65	09/19/2025	609-497-9760-42510-0000	
0300298700	THC	997.45	09/19/2025	609-497-9760-42535-0000	
	Check Total:	926.80			
Vendor: cerpr	Birchridge Corp			Check Sequence: 10	ACH Enabled: False
JOB-1423-7945	FS 1 Reno - Apparatus Bay Painting - Final Payr	11,990.00	09/19/2025	449-420-2210-45200-2505	
	Check Total:	11,990.00			
Vendor: blomh	Blooming Mental Health			Check Sequence: 11	ACH Enabled: False
1817140-0001	Wellness Session 1-3	375.00	09/19/2025	100-420-2100-43140-0000	
	Check Total:	375.00			
Vendor: brato	Tom Brant			Check Sequence: 12	ACH Enabled: False
1697113	A/V System Refund-Celebration 9/7/25 T. Brant	-75.00	09/19/2025	100-410-1941-34795-0000	
1697113	Damage Deposit Refund-Celebration 9/7/25 T. B	500.00	09/19/2025	100-000-0000-22000-0000	
1697113	Kitchen/Food Svc Ref'd-Celebration 9/7/25 T. B	-25.00	09/19/2025	100-410-1941-36222-0000	
	Check Total:	400.00			
Vendor: Wirbe	BreakThru Beverage Minnesota Wine & Sprirts			Check Sequence: 13	ACH Enabled: True

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
123166733	Wine	268.35	09/19/2025	609-497-9760-42530-0000	
123166734	Mix	7.25	09/19/2025	609-497-9760-42540-0000	
123218841	Liquor	2,510.45	09/19/2025	609-497-9760-42510-0000	
123218842	Wine	1,075.25	09/19/2025	609-497-9760-42530-0000	
123218843	Mix	171.95	09/19/2025	609-497-9760-42540-0000	
366148294	Mix Credit	-27.45	09/19/2025	609-497-9760-42540-0000	
	Check Total:	4,005.80			
Vendor: terpo	Brookfield Renewable			Check Sequence: 14	ACH Enabled: True
200100258793	RAC Solar - Aug 2025	164.50	09/19/2025	205-450-5205-43810-0000	
	Check Total:	164.50			
Vendor: capbe	Capitol Beverage			Check Sequence: 15	ACH Enabled: True
30270134	Beer Credit	-86.99	09/19/2025	609-497-9760-42520-0000	
3184063	Beer Credit	-35.65	09/19/2025	609-497-9760-42520-0000	
3184068	Beer	515.50	09/19/2025	609-497-9760-42520-0000	
3184068	NA	109.50	09/19/2025	609-497-9760-42540-0000	
3187333	Liquor	818.30	09/19/2025	609-497-9760-42510-0000	
3187334	Wine	338.40	09/19/2025	609-497-9760-42530-0000	
3187334	Beer	110.00	09/19/2025	609-497-9760-42520-0000	
3187335	Beer	5,834.75	09/19/2025	609-497-9760-42520-0000	
3187335	N/A	98.80	09/19/2025	609-497-9760-42540-0000	
	Check Total:	7,702.61			
Vendor: miste	Car Wash Partners Inc			Check Sequence: 16	ACH Enabled: True
236092	PD Car Washes - August	232.00	09/19/2025	100-420-2100-44040-0000	
	Check Total:	232.00			
Vendor: cdwgo	CDW Government			Check Sequence: 17	ACH Enabled: True
AF4AR7M	Network Hardware - South Community Park	518.14	09/19/2025	410-450-5200-45200-2104	
AF4AR7M	Network Hardware - Field House	319.50	09/19/2025	410-450-5200-45200-2201	
	Check Total:	837.64			
Vendor: cdwgo	CDW Government			Check Sequence: 18	ACH Enabled: True

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
AF7XG5Z	Computer Dock - Zachman	408.47	09/19/2025	100-420-2100-42010-0000	
	Check Total:	408.47			
Vendor: cdwgo	CDW Government			Check Sequence: 19	ACH Enabled: True
AF73Y2L	Headset For R. Walters	178.64	09/19/2025	209-450-5207-42010-0000	
	Check Total:	178.64			
Vendor: cdwgo	CDW Government			Check Sequence: 20	ACH Enabled: True
AF8WW8U	Computer Mouse - B. Bruska	72.79	09/19/2025	100-410-1520-42010-0000	
	Check Total:	72.79			
Vendor: cdwgo	CDW Government			Check Sequence: 21	ACH Enabled: True
AF85B8L	Keyboard & Mouse - J. Bebeau	81.89	09/19/2025	100-420-2210-42010-0000	
	Check Total:	81.89			
Vendor: cdwgo	CDW Government			Check Sequence: 22	ACH Enabled: True
AF8ZK8Q	Work Cell Phone Case - Officer Steele	58.23	09/19/2025	100-420-2100-42100-0000	
	Check Total:	58.23			
Vendor: cdwgo	CDW Government			Check Sequence: 23	ACH Enabled: True
AF8XA3X	Keyboard Replacement - B. Bruska	136.49	09/19/2025	100-410-1520-42010-0000	
	Check Total:	136.49			
Vendor: cdwgo	CDW Government			Check Sequence: 24	ACH Enabled: True
AF9A38T	Viewsonic 32" 4K UHD LED Monitor - M. Iwan	297.59	09/19/2025	601-494-9440-42010-0000	
	Check Total:	297.59			
Vendor: cdwgo	CDW Government			Check Sequence: 25	ACH Enabled: True
AF86G6X	Headset - J. Bebeau	216.14	09/19/2025	100-420-2210-42010-0000	
	Check Total:	216.14			
Vendor: cencu	Center Cut Meats, LLC			Check Sequence: 26	ACH Enabled: True
August 2025	Senior Dining - August 2025	946.00	09/19/2025	100-450-5186-43444-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	946.00			
Vendor: cenen 5542017-8	CenterPoint Energy Resources Corp. Gas - Sr. Center August	23.91	09/19/2025	Check Sequence: 27 100-450-5186-43830-0000	ACH Enabled: False
	Check Total:	23.91			
Vendor: cenen 13831775-5	CenterPoint Energy Resources Corp. Gas Temp Service @ Turf Facility August	180.50	09/19/2025	Check Sequence: 28 410-450-5200-44310-2201	ACH Enabled: False
	Check Total:	180.50			
Vendor: cenen 6403368750-6	CenterPoint Energy Resources Corp. Gas - 21701 Industrial Blvd. August	26.01	09/19/2025	Check Sequence: 29 100-410-1940-43830-0000	ACH Enabled: False
	Check Total:	26.01			
Vendor: cenen 5490566-6	CenterPoint Energy Resources Corp. Gas - PW August	133.66	09/19/2025	Check Sequence: 30 100-430-3000-43830-0000	ACH Enabled: False
5490566-6	Gas - CH August	57.29	09/19/2025	100-410-1940-43830-0000	
	Check Total:	190.95			
Vendor: cenen 6791320-2	CenterPoint Energy Resources Corp. RAC Gas - Aug 2025	3,072.40	09/19/2025	Check Sequence: 31 205-450-5205-43830-0000	ACH Enabled: False
	Check Total:	3,072.40			
Vendor: cenen 5478083-8	CenterPoint Energy Resources Corp. RWAS Gas August	69.29	09/19/2025	Check Sequence: 32 609-497-9760-43830-0000	ACH Enabled: False
	Check Total:	69.29			
Vendor: cenen 13775557-5	CenterPoint Energy Resources Corp. Gas - SCP Warming House August	58.02	09/19/2025	Check Sequence: 33 100-450-5200-43830-0000	ACH Enabled: False
	Check Total:	58.02			
Vendor: berbe 10394595	Chas. A. Bernick, Inc. Beer Credit	-120.00	09/19/2025	Check Sequence: 34 609-497-9760-42520-0000	ACH Enabled: False
10399844	THC	721.82	09/19/2025	609-497-9760-42535-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
10399845	Beer	2,102.25	09/19/2025	609-497-9760-42520-0000	
10399846	THC Credit	-38.16	09/19/2025	609-497-9760-42535-0000	
10402644	THC	187.00	09/19/2025	609-497-9760-42535-0000	
10402645	Beer	2,440.75	09/19/2025	609-497-9760-42520-0000	
10402645	NA	128.00	09/19/2025	609-497-9760-42540-0000	
	Check Total:	5,421.66			
Vendor: cinco	Cintas Corporation			Check Sequence: 35	ACH Enabled: True
4242999139	Uniform - PW 9/10/25	25.75	09/19/2025	100-430-3000-42180-0000	
4242999139	Uniform - Gen'l. Gov't. Bldgs. 9/10/25	2.95	09/19/2025	100-410-1940-42180-0000	
4242999139	Uniform - Janitorial 9/10/25	2.59	09/19/2025	100-410-1940-44060-0000	
4242999139	Uniform - PK 9/10/25	18.60	09/19/2025	100-450-5200-42180-0000	
4242999139	Mats & Towels 9/10/25	63.24	09/19/2025	100-430-3000-44060-0000	
4242999139	Uniform - WTR 9/10/25	5.21	09/19/2025	601-494-9440-42180-0000	
4242999139	Uniform - SWR 9/10/25	5.22	09/19/2025	602-495-9490-42180-0000	
4243004545	CR Floor Mats - 9/10/25	8.86	09/19/2025	100-410-1940-44060-0000	
	Check Total:	132.42			
Vendor: citro	City of Rogers			Check Sequence: 36	ACH Enabled: False
003412-000	RWAS Water Utilities August	312.33	09/19/2025	609-497-9760-43820-0000	
004728-000	Water Service-12909 Main St August	17.11	09/19/2025	100-410-1940-43820-0000	
004729-000	Sr. Center Water/Sewer Charges August	17.11	09/19/2025	100-450-5186-43820-0000	
004730-000	Sewer/Water-CR August	497.08	09/19/2025	100-410-1940-43820-0000	
004730-000	Sewer/Water-St 1 August	55.23	09/19/2025	100-420-2210-43820-0000	
004732-000	Utility Service-PW August	219.73	09/19/2025	100-430-3000-43820-0000	
004732-000	Utility Service-CH August	94.18	09/19/2025	100-410-1940-43820-0000	
004734-000	NCP Water/Sewer Charges August	27.71	09/19/2025	100-450-5200-43820-0000	
004736-000	RAC Water/Sewer Charges August	1,444.31	09/19/2025	205-450-5205-43820-0000	
007397-000	PD Water/Sewer - August	978.51	09/19/2025	100-420-2100-43820-0000	
008783-000	Utility Service-NCP Pk. Bldg. August	15.70	09/19/2025	100-450-5200-43820-0000	
010149-000	EC Water/Sewer Usage August	690.71	09/19/2025	100-410-1941-43820-0000	
011577-000	Utility Service-Splash Pad August	2,953.81	09/19/2025	100-450-5200-43820-0000	
012576-000	21701 Industrial Blvd. - Boyer Bldg. August	120.41	09/19/2025	100-410-1940-43820-0000	
014215-000	SCP Storage 12475 Main St. August	29.01	09/19/2025	100-450-5200-43820-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
014216-000	Utilities - SCP Park Zamboni Fill August	18.41	09/19/2025	100-450-5200-43820-0000	
014292-000	Utilities Fieldhouse August	1,923.01	09/19/2025	209-450-5207-43820-0000	
	Check Total:	9,414.36			
Vendor: comca	Comcast Cable Communications Inc.			Check Sequence: 37	ACH Enabled: False
8772 10 560 000	8772 10 560 0008870 Sept '25-St 1	2.27	09/19/2025	100-420-2210-43210-0000	
	Check Total:	2.27			
Vendor: mnpip	Core & Main LP			Check Sequence: 38	ACH Enabled: False
X701678	96PRECO 5Gal Pail Preco Plug 50#	54.86	09/19/2025	603-496-9495-42100-0000	
	Check Total:	54.86			
Vendor: crowr	Crow River Farm Equipment			Check Sequence: 39	ACH Enabled: True
213366	3/8" Weld Grab Hooks	23.92	09/19/2025	100-430-3000-42103-0000	
213366	3M Aluminum Rod - NCP	6.94	09/19/2025	100-450-5200-42104-0000	
	Check Total:	30.86			
Vendor: cusmo	Cushman Motor Co Inc			Check Sequence: 40	ACH Enabled: False
212328	Freight	12.75	09/19/2025	100-450-5200-42103-0000	
212328	#15-011 VT-37.0060 Clutch Electric Ogura GT3	479.71	09/19/2025	100-450-5200-42103-0000	
212328	#15-011 VT-05.0110 Bumper Neoprene 1 Dia	19.86	09/19/2025	100-450-5200-42103-0000	
	Check Total:	512.32			
Vendor: dvcom	D&V Commercial Repair Inc			Check Sequence: 41	ACH Enabled: False
W0-4745	Water Heater Repair - Replace Water Control Val	675.00	09/19/2025	205-450-5205-44010-0000	
	Check Total:	675.00			
Vendor: dahdi	Dahlheimer Distributing Co.			Check Sequence: 42	ACH Enabled: True
2558722	Beer Credit	-64.80	09/19/2025	609-497-9760-42520-0000	
2570768	Liquor	631.20	09/19/2025	609-497-9760-42510-0000	
2570769	THC	674.00	09/19/2025	609-497-9760-42535-0000	
2570773	NA	191.80	09/19/2025	609-497-9760-42540-0000	
2570780	Beer	1,099.38	09/19/2025	609-497-9760-42520-0000	
2572799	Beer	11,922.85	09/19/2025	609-497-9760-42520-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
2572989	THC	145.00	09/19/2025	609-497-9760-42535-0000	
2572993	Beer Credit	-189.55	09/19/2025	609-497-9760-42520-0000	
2573008	Beer	151.00	09/19/2025	609-497-9760-42520-0000	
	Check Total:	14,560.88			
Vendor: desele 27139	Design Electric Inc Green Warning Light For Generator At FS2	651.00	09/19/2025	Check Sequence: 43 100-420-2210-42102-0000	ACH Enabled: False
	Check Total:	651.00			
Vendor: cldis 2168957	Dick Family Inc. Beer	230.95	09/19/2025	Check Sequence: 44 609-497-9760-42520-0000	ACH Enabled: True
	Check Total:	230.95			
Vendor: ecmpu 1064774	ECM Publishers, Inc. Publication - Summary Ord 2025-08	-104.00	09/19/2025	Check Sequence: 45 402-000-0000-10100-5000	ACH Enabled: True
1064774	Publication - Summary Ord 2025-08	104.00	09/19/2025	402-430-3121-43520-1409	
1064774	Publication - Summary Ord 2025-08	104.00	09/19/2025	402-000-0000-10100-0000	
1064775	Publication - Summary Ord 2025-06	64.00	09/19/2025	100-410-1325-43520-0000	
1064776	Publication - Summary Ord 2025-09	448.00	09/19/2025	100-410-1520-43520-0000	
	Check Total:	616.00			
Vendor: friso 67241	Fricke & Sons Sod Inc 1 Roll Of Sod - SCP	3.83	09/19/2025	Check Sequence: 46 410-450-5200-45300-2104	ACH Enabled: True
	Check Total:	3.83			
Vendor: fungo 00013360	Fungoman DPM 1-Yr Software Licenses (2) DwnPmt	298.50	09/19/2025	Check Sequence: 47 410-450-5200-45200-2201	ACH Enabled: False
00013360	DPM Travel Fee (1) DwnPmt	1,125.00	09/19/2025	410-450-5200-45200-2201	
00013360	DPM 1-Yr Full Coverage Customer Care Pkgs (2)	1,798.50	09/19/2025	410-450-5200-45200-2201	
00013360	DPM Installation & Calibrations (2) DwnPmt	1,200.00	09/19/2025	410-450-5200-45200-2201	
00013360	DPM Dual BB/SB Pitching Machines (2) DwnPmt	28,942.50	09/19/2025	410-450-5200-45200-2201	
	Check Total:	33,364.50			
Vendor: grelaco	Great Lakes Coca Cola			Check Sequence: 48	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
48846460013	Mix	1,540.01	09/19/2025	609-497-9760-42540-0000	
	Check Total:	1,540.01			
Vendor: dehmer 4106	HAS LLC FS 1 Fire Extinguisher-Annual Service	233.00	09/19/2025	Check Sequence: 49 100-420-2210-44080-0000	ACH Enabled: False
	Check Total:	233.00			
Vendor: hawch 7197085	Hawkins Inc. Chlorine Cylinders	50.00	09/19/2025	Check Sequence: 50 601-494-9440-42160-0000	ACH Enabled: False
	Check Total:	50.00			
Vendor: hecoas 1000252151	Hennepin County August Radio Fleet & MESB Fee	582.60	09/19/2025	Check Sequence: 51 100-430-3000-43250-0000	ACH Enabled: False
	Check Total:	582.60			
Vendor: hencosh 1000252153	Hennepin County Accounts Receivable PD Radio Fleet Fee - August	5,283.22	09/19/2025	Check Sequence: 52 100-420-2100-44120-0000	ACH Enabled: False
1000252178	Radio Fleet Fee-August '25	3,600.56	09/19/2025	100-420-2210-43250-0000	
	Check Total:	8,883.78			
Vendor: hilin 605941306	Hillyard, Inc - Minneapolis Detergent	223.01	09/19/2025	Check Sequence: 53 100-420-2210-42100-0000	ACH Enabled: False
	Check Total:	223.01			
Vendor: frobu RAC250901	iSport Networks LLC RAC Expansion Naming Rights Consult - Phase	2,000.00	09/19/2025	Check Sequence: 54 410-450-5200-43100-0000	ACH Enabled: False
	Check Total:	2,000.00			
Vendor: jlgar 20166-22	JLG Architects Construction Administration-Indoor Turf Facility	9,067.28	09/19/2025	Check Sequence: 55 410-450-5200-43030-2201	ACH Enabled: True
	Check Total:	9,067.28			
Vendor: johbr 2869177	Johnson Brothers Liquor Co. Liquor	536.85	09/19/2025	Check Sequence: 56 609-497-9760-42510-0000	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
2869178	Wine	1,154.04	09/19/2025	609-497-9760-42530-0000	
2869200	Liquor	363.24	09/19/2025	609-497-9760-42510-0000	
2872077	Liquor	5,592.92	09/19/2025	609-497-9760-42510-0000	
2875507	Liquor	1,436.38	09/19/2025	609-497-9760-42510-0000	
2875508	Wine	586.16	09/19/2025	609-497-9760-42530-0000	
2875550	Liquor	2,057.16	09/19/2025	609-497-9760-42510-0000	
2875551	Wine	791.70	09/19/2025	609-497-9760-42530-0000	
2875552	Mix	53.72	09/19/2025	609-497-9760-42540-0000	
2875553	THC	1,157.00	09/19/2025	609-497-9760-42535-0000	
2875554	Liquor	895.85	09/19/2025	609-497-9760-42510-0000	
5042372	Liquor	2,858.34	09/19/2025	609-497-9760-42510-0000	
5042373	Wine	1,815.26	09/19/2025	609-497-9760-42530-0000	
5042374	Wine	370.83	09/19/2025	609-497-9760-42530-0000	
7532876	Wine	134.37	09/19/2025	609-497-9760-42530-0000	
7532879	Wine	351.54	09/19/2025	609-497-9760-42530-0000	
	Check Total:	20,155.36			
Vendor: shagr 129-00979	Kelbro Company Ice	161.65	09/19/2025	Check Sequence: 57 609-497-9760-42570-0000	ACH Enabled: True
	Check Total:	161.65			
Vendor: konin 871781385 871781385	KONE Inc PW Elevator Maintenance September RAC Elevator Maintenance September	181.08 181.08	09/19/2025 09/19/2025	Check Sequence: 58 100-410-1940-44010-0000 205-450-5205-44010-0000	ACH Enabled: False
	Check Total:	362.16			
Vendor: lakre INV074406	Lake Restoration, Inc. Pond Treatment - 22610 130th Ave. N.	389.00	09/19/2025	Check Sequence: 59 603-496-9495-43100-0000	ACH Enabled: False
	Check Total:	389.00			
Vendor: lawpr 9312786468 9312790478	Lawson Products Washers Screws Hex Caps Cotter Pins Lock & N Washers Hex Nuts Lock Nuts & Hex Cap Screw:	407.43 90.02	09/19/2025 09/19/2025	Check Sequence: 60 100-430-3000-42100-0000 100-430-3120-42260-0000	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Check Total:		497.45			
Vendor: leami	League of MN Cities Ins. Trust			Check Sequence: 61	ACH Enabled: False
10002863	4th Quarter WC Premium	386.00	09/19/2025	100-420-2400-41510-0000	
10002863	4th Quarter WC Premium	31.00	09/19/2025	203-465-6500-41510-0000	
10002863	4th Quarter WC Premium	2,256.00	09/19/2025	609-497-9760-41510-0000	
10002863	4th Quarter WC Premium	2,029.00	09/19/2025	602-495-9490-41510-0000	
10002863	4th Quarter WC Premium	269.00	09/19/2025	100-410-1910-41510-0000	
10002863	4th Quarter WC Premium	303.00	09/19/2025	100-410-1520-41510-0000	
10002863	4th Quarter WC Premium	118.00	09/19/2025	100-450-5186-41510-0000	
10002863	4th Quarter WC Premium	1,026.00	09/19/2025	100-410-1940-41510-0000	
10002863	4th Quarter WC Premium	49,088.00	09/19/2025	100-420-2100-41510-0000	
10002863	4th Quarter WC Premium	20.00	09/19/2025	100-410-1110-41510-0000	
10002863	4th Quarter WC Premium	462.00	09/19/2025	403-420-2210-41510-0000	
10002863	4th Quarter WC Premium	1,154.00	09/19/2025	100-450-5120-41510-0000	
10002863	4th Quarter WC Premium	149.00	09/19/2025	100-410-1941-41510-0000	
10002863	4th Quarter WC Premium	1,001.00	09/19/2025	100-410-1950-41510-0000	
10002863	4th Quarter WC Premium	7,640.00	09/19/2025	100-450-5200-41510-0000	
10002863	4th Quarter WC Premium	316.00	09/19/2025	209-450-5207-41510-0000	
10002863	4th Quarter WC Premium	3,905.00	09/19/2025	100-430-3120-41510-0000	
10002863	4th Quarter WC Premium	15,493.00	09/19/2025	100-420-2210-41510-0000	
10002863	4th Quarter WC Premium	243.00	09/19/2025	100-410-1330-41510-0000	
10002863	4th Quarter WC Premium	829.00	09/19/2025	100-430-3000-41510-0000	
10002863	4th Quarter WC Premium	25.00	09/19/2025	100-430-3245-41510-0000	
10002863	4th Quarter WC Premium	2,619.00	09/19/2025	205-450-5205-41510-0000	
10002863	4th Quarter WC Premium	527.00	09/19/2025	100-410-1325-41510-0000	
10002863	4th Quarter WC Premium	2,226.00	09/19/2025	601-494-9440-41510-0000	
10002863	4th Quarter WC Premium	767.00	09/19/2025	100-420-2500-41510-0000	
10002863	4th Quarter WC Premium	559.00	09/19/2025	603-496-9495-41510-0000	
Check Total:		93,441.00			
Vendor: relpl	Lube-Tech Reliable Plus Inc			Check Sequence: 62	ACH Enabled: False
3918554	Graco Air/Water 3/8'X65' Hose Reel BL	762.90	09/19/2025	100-430-3000-42100-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Check Total:		762.90			
Vendor: lyn&mc	Lynde & McLeod, Inc			Check Sequence: 63	ACH Enabled: False
Y-10100	Yard Waste Activity For August	5,261.46	09/19/2025	100-450-5200-43180-0000	
Y-10109	Yard Waste Rental For October	568.45	09/19/2025	100-450-5200-43180-0000	
Check Total:		5,829.91			
Vendor: mamun	M Amundson Cigar & Candy Co LLP			Check Sequence: 64	ACH Enabled: True
409444	Tobacco	2,482.39	09/19/2025	609-497-9760-42560-0000	
Check Total:		2,482.39			
Vendor: maceq	MacQueen Equipment, Inc.			Check Sequence: 65	ACH Enabled: True
P13162	Replacement Light-LSU	291.44	09/19/2025	100-420-2210-42105-0000	
P13204	Engine 12 Gasket Fuel Sender	2.60	09/19/2025	100-420-2210-42103-0000	
P13204	Engine 12 Freight	177.58	09/19/2025	100-420-2210-42103-0000	
P13204	Engine 12 Fuel Tank 63 Gallon Pumper Tanker	1,190.26	09/19/2025	100-420-2210-42103-0000	
P13204	Engine 12 1356295 Strap Fuel Tank	568.42	09/19/2025	100-420-2210-42103-0000	
P54375	SCBA Mask Spec Kit-Skomra	223.80	09/19/2025	100-420-2210-42106-0000	
P67451	#20-004 1027867 SB Shear Pin AY B5C09	160.65	09/19/2025	100-430-3000-42103-0000	
Check Total:		2,614.75			
Vendor: cleri	McDonald Distributing Company			Check Sequence: 66	ACH Enabled: True
824712	Beer	190.00	09/19/2025	609-497-9760-42520-0000	
Check Total:		190.00			
Vendor: menar	Menards, Inc.			Check Sequence: 67	ACH Enabled: True
49905-49911	#49905 - 3 Lb. Sledge Hammer	17.98	09/19/2025	601-494-9440-42105-0000	
49905-49911	#49911 - (42) Type S Mortar Mix	362.46	09/19/2025	601-494-9440-42104-0000	
49905-49911	#49905 - 6 Pc. Screwdriver Set	11.97	09/19/2025	601-494-9440-42105-0000	
49957	Hex Shank Adpt Set 3PC	9.98	09/19/2025	601-494-9440-42105-0000	
49957	Map Self Light Torch Kit	49.99	09/19/2025	601-494-9440-42105-0000	
49957	Map Pro Gas 14.1 Oz	25.98	09/19/2025	601-494-9440-42120-0000	
54423	15" Marking Flag - Red	6.99	09/19/2025	601-494-9440-42100-0000	
54423	Pro Marking Paint Safety Red	16.96	09/19/2025	601-494-9440-42100-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
54427	10Pk CPVC Tee 1/2"	2.65	09/19/2025	449-420-2210-45200-2505	
54427	10Pk CPVC Coupling 1/2"	2.69	09/19/2025	449-420-2210-45200-2505	
54427	Insta-Plumb Ext TBE1.5X12	10.47	09/19/2025	449-420-2210-45200-2505	
54427	2 TO 2-1/2" Pipe Cutter	19.99	09/19/2025	449-420-2210-45200-2505	
54427	80z Flowguard Gold-CPVC	8.98	09/19/2025	449-420-2210-45200-2505	
54427	1-1/2" Slip Joint Nut	1.99	09/19/2025	449-420-2210-45200-2505	
54427	10Pk 90DEG CPVC Elbow 1/2	1.99	09/19/2025	449-420-2210-45200-2505	
54522	Fiskars Pro LHSP	59.99	09/19/2025	100-430-3120-42105-0000	
54646	White Shelf Bracket	23.96	09/19/2025	449-420-2210-45200-2505	
54646	Quick Links 3/8"	4.98	09/19/2025	449-420-2210-45200-2505	
54646	3/4"X15-3/4"X6' White	17.99	09/19/2025	449-420-2210-45200-2505	
54719	(2) 20' 2PK Ratchet Tied	59.98	09/19/2025	601-494-9440-42100-0000	
	Check Total:	717.97			
Vendor: metwe 4696	Metro West Inspection Services August 2025 Building Inspections	54,915.84	09/19/2025	Check Sequence: 68 100-420-2400-43110-0000	ACH Enabled: True
	Check Total:	54,915.84			
Vendor: metcou August 2025	Metropolitan Council Environmental Services SAC Report 8/2025	34,442.10	09/19/2025	Check Sequence: 69 408-430-3330-43851-0000	ACH Enabled: True
	Check Total:	34,442.10			
Vendor: schso P58292	MN Equipment Inc. 95120032260 Needle Cag	22.20	09/19/2025	Check Sequence: 70 100-450-5200-42103-0000	ACH Enabled: True
P58715	#10-033 TCA25356 Spindle	212.78	09/19/2025	100-450-5200-42103-0000	
P58715	#10-033 M123520 Washer	0.86	09/19/2025	100-450-5200-42103-0000	
P58715	#10-033 M123522 .641x2.500x.250	15.90	09/19/2025	100-450-5200-42103-0000	
P58715	#10-033 19M7489 16mmX 45mm Bolt	4.06	09/19/2025	100-450-5200-42103-0000	
P58739	E11 Replacement Chainsaw Blade	58.99	09/19/2025	100-420-2210-44040-0000	
P58804	#10-025 TCU21313 HSG Bottom	152.49	09/19/2025	100-450-5200-42103-0000	
	Check Total:	467.28			
Vendor: minhi 337900-12147	MN Highway Safety & Research EVOC/PIT Refresher Hybrid - Chief Wills	535.00	09/19/2025	Check Sequence: 71 100-420-2100-44360-0000	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	535.00			
Vendor: napa	NAPA Auto Parts			Check Sequence: 72	ACH Enabled: False
400373	DEF X2	25.98	09/19/2025	100-420-2210-42120-0000	
404676	Tw21-Lamp & Wiper Blade R12	21.68	09/19/2025	100-420-2210-42103-0000	
404956	Engine 12 Oil Filter	38.28	09/19/2025	100-420-2210-42103-0000	
405223	NAPA Oil Seal	15.76	09/19/2025	100-450-5200-42103-0000	
405223	Tappered Bearing Set	19.76	09/19/2025	100-450-5200-42103-0000	
405223	Grease Cap	4.07	09/19/2025	100-450-5200-42103-0000	
405236	Tappered Bearing Set	19.76	09/19/2025	100-450-5200-42103-0000	
405469	35-039 100050 Engine Oil Filter	10.90	09/19/2025	100-420-2210-42103-0000	
405984	#10-025 P6203-2RSJ Bearing	11.44	09/19/2025	100-450-5200-42103-0000	
405985	#10-025 P6203-2RSJ Bearing	11.44	09/19/2025	100-450-5200-42103-0000	
	Check Total:	179.07			
Vendor: nocen	North Central International LLC			Check Sequence: 73	ACH Enabled: False
X225041219:01	Rescue 12 - 225C/4942995 Belt V Ribbed	71.64	09/19/2025	100-420-2210-42103-0000	
	Check Total:	71.64			
Vendor: offde	Office Depot			Check Sequence: 74	ACH Enabled: False
434144953001	Office Supplies - Calendar & 3 Hole Punch	54.24	09/19/2025	100-420-2100-42000-0000	
434144953001	Janitorial Supplies - TP & Toilet Bowl Cleaner	266.88	09/19/2025	100-420-2100-42100-0000	
434287086001	Office Supplies - Label Maker Tape	16.37	09/19/2025	100-420-2100-42000-0000	
	Check Total:	337.49			
Vendor: omabr	Omann Brothers Inc.			Check Sequence: 75	ACH Enabled: False
19027*	8.86 T. MV4 Mix	589.19	09/19/2025	100-430-3120-42240-0000	
19034*	13.23 T. MV4 Mix - NCP	879.80	09/19/2025	100-450-5200-42104-0000	
19063*	50.79 MV4 Mix	3,377.54	09/19/2025	100-430-3120-42240-0000	
	Check Total:	4,846.53			
Vendor: prelo	Premier Locating Inc			Check Sequence: 76	ACH Enabled: False
43242	Locates 8/31/25	182.75	09/19/2025	602-495-9490-43150-0000	
43242	Locates 8/31/25	59.50	09/19/2025	603-496-9495-43150-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
43242	Locates 8/31/25	182.75	09/19/2025	601-494-9440-43150-0000	
	Check Total:	425.00			
Vendor: repse	Republic Services #899			Check Sequence: 77	ACH Enabled: False
0899-004829582	RWAS Garbage August	1,019.89	09/19/2025	609-497-9760-43840-0000	
0899-004829681	Hassan Town Hall - Garbage August	109.15	09/19/2025	100-410-1940-43840-0000	
0899-004829704	Refuse-CR August '25	35.79	09/19/2025	100-410-1940-43840-0000	
0899-004829704	Refuse-St 1 August '25	322.08	09/19/2025	100-420-2210-43840-0000	
0899-004829704	Refuse-St 2 August '25	148.78	09/19/2025	100-420-2210-43840-0000	
0899-004829743	PW-Garbage August	217.66	09/19/2025	100-430-3000-43840-0000	
0899-004829743	CH-Garbage August	93.29	09/19/2025	100-410-1940-43840-0000	
0899-004829771	RAC Garbage Pickup - Sept 2025	233.35	09/19/2025	205-450-5205-43840-0000	
0899-004829887	PD - Garbage Services - September	236.20	09/19/2025	100-420-2100-43840-0000	
0899-004830125	Event Center Garbage Pickup - Aug 2025	473.94	09/19/2025	100-410-1941-43840-0000	
0899-004830708	Curbside Recycling - Aug 2025	25,536.91	09/19/2025	100-430-3245-43100-0000	
	Check Total:	28,427.04			
Vendor: rogtr	Rogers Ace			Check Sequence: 78	ACH Enabled: False
30107	PL500 Landscape 10OZ 1%VOC - Brookside Pa	-18.98	09/19/2025	404-000-0000-10100-4016	
30107	PL500 Landscape 10OZ 1%VOC - Brookside Pa	18.98	09/19/2025	404-000-0000-10100-0000	
30107	PL500 Landscape 10OZ 1%VOC - Brookside Pa	18.98	09/19/2025	404-450-5200-45300-2502	
30115	Striping Paint IC White SB	21.98	09/19/2025	100-430-3120-42260-0000	
30121	E12 Intact Valve Hardware	1.49	09/19/2025	100-420-2210-44040-0000	
30125	LED A19 E26 60W DL 4PK	6.99	09/19/2025	100-420-2100-42102-0000	
30134	Misc. Hardware	7.78	09/19/2025	100-430-3000-42100-0000	
	Check Total:	57.22			
Vendor: midfo	Roseville Midway Ford			Check Sequence: 79	ACH Enabled: True
902094	35-039 HL3Z*7A191*B Gasket	30.14	09/19/2025	100-420-2210-42103-0000	
902094	35-039 HL3Z*7A194*C Pan Assy	98.78	09/19/2025	100-420-2210-42103-0000	
	Check Total:	128.92			
Vendor: conver	Veronica Salas Contreras			Check Sequence: 80	ACH Enabled: False
1674080	50% Retained For Cleaning-8/30/25 V. Contrera	-250.00	09/19/2025	100-410-1941-36222-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
1674080	Damage Dep. Ref.-Quinceanera 8/30/25 V. Cont	500.00	09/19/2025	100-000-0000-22000-0000	
	Check Total:	250.00			
Vendor: smalo	Small Lot MN			Check Sequence: 81	ACH Enabled: True
MN102422	Wine	154.54	09/19/2025	609-497-9760-42530-0000	
MN102422	Liquor	386.50	09/19/2025	609-497-9760-42510-0000	
	Check Total:	541.04			
Vendor: souwi	Southern Glazers Wine & Spirits of Minnesota			Check Sequence: 82	ACH Enabled: False
2665542	Liquor	1.28	09/19/2025	609-497-9760-42510-0000	
2665543	Liquor	3,308.33	09/19/2025	609-497-9760-42510-0000	
2665544	Wine	1,434.80	09/19/2025	609-497-9760-42530-0000	
2668149	Liquor	1.28	09/19/2025	609-497-9760-42510-0000	
2668150	Liquor	2,193.38	09/19/2025	609-497-9760-42510-0000	
2668151	Wine	820.79	09/19/2025	609-497-9760-42530-0000	
2668152	Liquor	1.28	09/19/2025	609-497-9760-42510-0000	
	Check Total:	7,761.14			
Vendor: sprout	Sprout Social Inc			Check Sequence: 83	ACH Enabled: True
INV-85345	Social Media Management Tool 8/31/25-12/31/2	3,576.00	09/19/2025	100-410-1325-43190-0000	
INV-85345	Social Media Management Tool 1/1/26-8/30/26	7,152.00	09/19/2025	100-000-0000-15500-0000	
	Check Total:	10,728.00			
Vendor: strei	Streicher's Inc.			Check Sequence: 84	ACH Enabled: False
I1781889	Uniforms - New Hire - CSO Kieffer	18.00	09/19/2025	100-420-2100-42180-0000	
I1782115	Uniform - Badge Patches	812.50	09/19/2025	100-420-2100-42180-0000	
I1782162	Uniforms - New Hire - CSO Kieffer	61.98	09/19/2025	100-420-2100-42180-0000	
I1782188	Uniforms - Holster - Steele	199.99	09/19/2025	100-420-2100-42180-0000	
I1782314	Uniforms - New Hire - CSO Kieffer	59.99	09/19/2025	100-420-2100-42180-0000	
I1782850	Uniforms - New Hire - CSO Kieffer	80.96	09/19/2025	100-420-2100-42180-0000	
I1782995	Uniforms - New Hire Officer Steele	321.94	09/19/2025	100-420-2100-42180-0000	
I1783000	Uniforms - New Hire - CSO Kieffer	239.97	09/19/2025	100-420-2100-42180-0000	
I1783002	Training Supplies - Handcuffs- Beck	181.96	09/19/2025	100-420-2100-42070-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	1,977.29			
Vendor: r&rsp	STZR Holdings LLC			Check Sequence: 85	ACH Enabled: True
0090655-IN	RAC Zamboni Echo Charger	1,370.00	09/19/2025	205-450-5205-42103-0000	
0090737-IN	RAC - Chain Links	120.80	09/19/2025	205-450-5205-42102-0000	
	Check Total:	1,490.80			
Vendor: thrriump	Three Rivers Umpire Assoc.			Check Sequence: 86	ACH Enabled: False
2025 Season	2025 Slow Pitch Umpire Fees (Final)	3,648.00	09/19/2025	100-450-5120-43100-0000	
	Check Total:	3,648.00			
Vendor: verwi	Verizon Wireless Services, LLC			Check Sequence: 87	ACH Enabled: True
6122658743	Mobile Broadband August	60.03	09/19/2025	100-450-5200-43250-0000	
6122658743	Mobile Broadband August	80.02	09/19/2025	100-410-1950-43250-0000	
6122658743	Mobile Broadband August	20.02	09/19/2025	601-494-9440-43250-0000	
6122658743	Mobile Broadband August	20.02	09/19/2025	603-496-9495-43250-0000	
6122658743	Mobile Broadband August	100.26	09/19/2025	602-495-9490-43250-0000	
6122658743	Mobile Broadband August	90.04	09/19/2025	100-430-3000-43250-0000	
	Check Total:	370.39			
Vendor: verwi	Verizon Wireless Services, LLC			Check Sequence: 88	ACH Enabled: True
6122658742	Verizon-Bldg-Aug '25	79.35	09/19/2025	100-420-2400-43210-0000	
6122658742	Verizon-FD-Aug '25	435.36	09/19/2025	100-420-2210-43210-0000	
	Check Total:	514.71			
Vendor: vinin	Vinocopia Inc			Check Sequence: 89	ACH Enabled: True
0380630-IN	Wine	384.00	09/19/2025	609-497-9760-42530-0000	
0380642-IN	Liquor	332.25	09/19/2025	609-497-9760-42510-0000	
	Check Total:	716.25			
Vendor: grain	W.W. Grainger, Inc.			Check Sequence: 90	ACH Enabled: True
9633809505	41JC79 Clamp Washer	4.71	09/19/2025	100-430-3000-42103-0000	
9633816476	21CJ69 Construction Marking Paint 20 OZ Whit	115.56	09/19/2025	100-430-3120-42260-0000	
9636963952	(2) Dry Erase Boards 4523-39/64" H35-W13/32'	154.68	09/19/2025	410-450-5200-45200-2104	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
9639184655	Paper Towels TP & Trash Bags	404.24	09/19/2025	205-450-5205-42100-0000	
9639184655	Air Filters & Filter Bag	318.82	09/19/2025	205-450-5205-42102-0000	
9639184655	Gas Pressure Regulator	33.02	09/19/2025	205-450-5205-44010-0000	
9639184655	Shipping	30.00	09/19/2025	205-450-5205-43220-0000	
9639184663	(4) 2NPF1 Vibration Isolating Mount 1"	28.60	09/19/2025	100-430-3000-42103-0000	
9639997866	(2) 1UYF5 Welding Cable Connector 1/0 TO 3/0	46.76	09/19/2025	100-430-3000-42103-0000	
9641466975	6NX32 Straight Grind Wheel 1"CN80 Grit 8" Di	54.23	09/19/2025	100-430-3000-42100-0000	
	Check Total:	1,190.62			
Vendor: webal	Webaloo LLC			Check Sequence: 91	ACH Enabled: True
13598-17622	Communications Consultant 8/25/25 - 8/31/25	195.00	09/19/2025	100-410-1325-43100-0000	
13598-17643	Communications Consultant 9/1/25 - 9/5/25	97.50	09/19/2025	100-410-1325-43100-0000	
	Check Total:	292.50			
Vendor: weswh	Westside Wholesale Tire & Supply			Check Sequence: 92	ACH Enabled: True
970051	C6L0174 18X8.50X10/6 Carlisle Multi Trac CS	125.16	09/19/2025	100-450-5200-42103-0000	
	Check Total:	125.16			
Vendor: xcele	Xcel Energy			Check Sequence: 93	ACH Enabled: False
51-0014705272-9	Electric-St 2 August	1,458.45	09/19/2025	100-420-2210-43810-0000	
	Check Total:	1,458.45			
Vendor: xcele	Xcel Energy			Check Sequence: 94	ACH Enabled: False
51-6488911-0	Traffic Signals August	1,262.62	09/19/2025	100-430-3120-43170-0000	
	Check Total:	1,262.62			
Vendor: xcele	Xcel Energy			Check Sequence: 95	ACH Enabled: False
51-0015186280-8	Temp. Electric Service @ Turf Facility August	3,234.73	09/19/2025	410-450-5200-44310-2201	
	Check Total:	3,234.73			
Vendor: ziein	Ziegler, Inc.			Check Sequence: 96	ACH Enabled: True
IN002041843	TPS151GT10000 - 1500W-120V 886 - FS1	129.92	09/19/2025	100-420-2210-42103-0000	
IN002041843	TPS151GT10000 - 1500W-120V 886 - Ind.I LS	129.92	09/19/2025	602-495-9490-42103-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	259.84			
	Total for Check Run:	411,354.20			
	Total of Number of Checks:	96			

Accounts Payable

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Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: adain 4248759	Adam's Pest Control Inc RAC Pest Control 9/16/25	79.50	09/23/2025	Check Sequence: 1 205-450-5205-43100-0000	ACH Enabled: True
	Check Total:	79.50			
Vendor: aees 105311	Advanced Engineering & Environmental Services Inc Work on South Wellfield Wells August	8,951.25	09/23/2025	Check Sequence: 2 407-430-3121-43030-2409	ACH Enabled: True
105311	Exp Reimburse-Work on South Wellfield Wells #	148.50	09/23/2025	407-430-3121-43030-2409	
	Check Total:	9,099.75			
Vendor: amerp 153558	American Pressure Inc Soap For The Annual Cleaning Of The Splash Pa	199.00	09/23/2025	Check Sequence: 3 100-450-5200-42100-0000	ACH Enabled: True
	Check Total:	199.00			
Vendor: bolme 0373569	Bolton & Menk Inc Lift Station No. 3 Rehabilitation #2507	2,808.00	09/23/2025	Check Sequence: 4 408-430-3330-43030-2507	ACH Enabled: True
0373632	2024 Topographic Survey/Signal Rehab Design #	1,067.50	09/23/2025	401-430-3121-43030-2401	
	Check Total:	3,875.50			
Vendor: boutr 85914178	Bound Tree Medical, LLC Oxygen Regulator	60.99	09/23/2025	Check Sequence: 5 100-420-2210-42170-0000	ACH Enabled: False
	Check Total:	60.99			
Vendor: boytr 093P40698	Boyer Ford Trucks ABP N10G 91559 Air Filter	31.74	09/23/2025	Check Sequence: 6 100-430-3000-42103-0000	ACH Enabled: True
093P40698	RAI R61709 Element-Fuel Filter 7MIC	142.29	09/23/2025	100-430-3000-42103-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	174.03			
Vendor: Wirbe	BreakThru Beverage Minnesota Wine & Sprirts			Check Sequence: 7	ACH Enabled: True
123327181	Liquor	1,842.65	09/23/2025	609-497-9760-42510-0000	
123327182	Wine	1,083.60	09/23/2025	609-497-9760-42530-0000	
123327183	Mix	104.50	09/23/2025	609-497-9760-42540-0000	
	Check Total:	3,030.75			
Vendor: cabcl	Cable Cloud			Check Sequence: 8	ACH Enabled: True
CC28173	Low-Voltage Cabling For Field House @ Turf Fc	7,758.50	09/23/2025	410-450-5200-45200-2201	
CC28174	Cat Cable/Low Voltage Installation @ Turf Facil	9,741.73	09/23/2025	410-450-5200-45200-2201	
	Check Total:	17,500.23			
Vendor: cinco	Cintas Corporation			Check Sequence: 9	ACH Enabled: True
4243677649	Uniform - WTR 9/17/25	5.22	09/23/2025	601-494-9440-42180-0000	
4243677649	Uniform - Gen'l. Gov't. Bldgs. 9/17/25	2.95	09/23/2025	100-410-1940-42180-0000	
4243677649	Uniform - SWR 9/17/25	5.22	09/23/2025	602-495-9490-42180-0000	
4243677649	Uniform - PW 9/17/25	25.75	09/23/2025	100-430-3000-42180-0000	
4243677649	Mats & Towels 9/17/25	22.00	09/23/2025	100-430-3000-44060-0000	
4243677649	Uniform - PK 9/17/25	18.59	09/23/2025	100-450-5200-42180-0000	
4243677649	Uniform - Janitorial 9/17/25	2.59	09/23/2025	100-410-1940-44060-0000	
	Check Total:	82.32			
Vendor: crytr	Crysteel Truck Equipment Inc			Check Sequence: 10	ACH Enabled: False
F53132	35-047 Setup Ult Crane Truck VIN 1FDRLF3HN6	49,123.00	09/23/2025	602-495-9490-45500-0000	
F53132	35-047 Setup Ult Crane Truck VIN 1FDRLF3HN6	49,123.00	09/23/2025	601-494-9440-45500-0000	
	Check Total:	98,246.00			
Vendor: cusmo	Cushman Motor Co Inc			Check Sequence: 11	ACH Enabled: False
212220	#15-011 Freight-Parts	52.29	09/23/2025	100-450-5200-42103-0000	
	Check Total:	52.29			
Vendor: cusco	Customer Contact Services			Check Sequence: 12	ACH Enabled: True
4388-091625	Answering Service October	79.30	09/23/2025	602-495-9490-43100-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
4388-091625	Answering Service October	79.30	09/23/2025	601-494-9440-43100-0000	
	Check Total:	158.60			
Vendor: dahdi	Dahlheimer Distributing Co.			Check Sequence: 13	ACH Enabled: True
2572996	THC Credit	-321.00	09/23/2025	609-497-9760-42535-0000	
2576462	THC	264.00	09/23/2025	609-497-9760-42535-0000	
2576463	NA	95.00	09/23/2025	609-497-9760-42540-0000	
2576464	Liquor	940.00	09/23/2025	609-497-9760-42510-0000	
2576465	Beer	930.45	09/23/2025	609-497-9760-42520-0000	
	Check Total:	1,908.45			
Vendor: cldis	Dick Family Inc.			Check Sequence: 14	ACH Enabled: True
2173057	Beer	396.45	09/23/2025	609-497-9760-42520-0000	
	Check Total:	396.45			
Vendor: dogde	Dog Waste Depot			Check Sequence: 15	ACH Enabled: True
783167	Depot-003-Green Roll Bag Dispensers	228.98	09/23/2025	100-450-5200-42100-0000	
783167	Depot-001- Dog Waste 30 Rolls/Case	289.77	09/23/2025	100-450-5200-42100-0000	
	Check Total:	518.75			
Vendor: earan	Earl F. Andersen, Inc.			Check Sequence: 16	ACH Enabled: False
0140784-IN	Shipping & Handling	194.30	09/23/2025	100-430-3120-42260-0000	
0140784-IN	Drivable Base New Style 2" X 18" 12 Gauge	120.00	09/23/2025	100-430-3120-42260-0000	
0140784-IN	White 36" Post Reflective White Bands/Black C	651.00	09/23/2025	100-430-3120-42260-0000	
	Check Total:	965.30			
Vendor: ecsi	ECSI System Integrators			Check Sequence: 17	ACH Enabled: True
391164 FINAL	Door Controls & Cameras-Concessions Bldg (F	23,325.00	09/23/2025	410-450-5200-45200-2104	
	Check Total:	23,325.00			
Vendor: facmo	Elliot Auto Supply Co, Inc.			Check Sequence: 18	ACH Enabled: False
1-11075283	(11) WIX WL10255 Oil Filters	38.72	09/23/2025	100-430-3000-42103-0000	
1-11075283	(10) WIX 57502 Lube Filters	35.20	09/23/2025	100-430-3000-42103-0000	
1-11085021	FVP 58 Battery CCA500 RC72	71.90	09/23/2025	100-430-3000-42103-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
1-11098874	Restock Oil Air & Fuel Filters For PW	443.88	09/23/2025	100-430-3000-42103-0000	
128-223682	(4) MTC XT10QLVC XT10QLVC + Trans Fluid	26.68	09/23/2025	100-430-3000-42120-0000	
128-224049	(2) DEL 84215609 84215609 Blade ASM-R/WD	21.50	09/23/2025	100-420-2100-42103-0000	
128-Z18585	Core Credit	-79.68	09/23/2025	100-420-2100-42103-0000	
128-Z18585	Warranty Credit-FVPP65 Battery CCA840 RC14	-122.96	09/23/2025	100-420-2210-42103-0000	
128-Z18585	Core Credit	-16.00	09/23/2025	100-420-2210-42103-0000	
128-Z18585	Core Credit	-18.00	09/23/2025	100-430-3000-42103-0000	
	Check Total:	401.24			
Vendor: gfac02512	FAUL Psychological Leadership Assessments (2)	2,400.00	09/23/2025	Check Sequence: 19 100-420-2210-44080-0000	ACH Enabled: True
	Check Total:	2,400.00			
Vendor: dehmer4107	HAS LLC Annual Service Of Portable Fire Extinguishers -5	73.00	09/23/2025	Check Sequence: 20 100-450-5200-43100-0000	ACH Enabled: False
	Check Total:	73.00			
Vendor: hawch7201673	Hawkins Inc. EIH-968-500 Bolt Ass'y O-Rings	210.00	09/23/2025	Check Sequence: 21 601-494-9440-42104-0000	ACH Enabled: False
7201673	Chlorine Hydrofluosilicic Acid LPC-5 Chlorine C	7,647.66	09/23/2025	601-494-9440-42160-0000	
	Check Total:	7,857.66			
Vendor: hencofca25-045	Hennepin County Fire Chiefs Assoc Blue Card-CE	975.00	09/23/2025	Check Sequence: 22 100-420-2210-44360-0000	ACH Enabled: False
	Check Total:	975.00			
Vendor: hohen860888	Hohensteins Inc Beer	338.15	09/23/2025	Check Sequence: 23 609-497-9760-42520-0000	ACH Enabled: False
	Check Total:	338.15			
Vendor: johbr2880655	Johnson Brothers Liquor Co. Liquor Delivery Charges	0.30	09/23/2025	Check Sequence: 24 609-497-9760-42510-0000	ACH Enabled: False
2880656	Wine	381.23	09/23/2025	609-497-9760-42530-0000	
2880700	THC	205.56	09/23/2025	609-497-9760-42535-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
5042991	Liquor	612.69	09/23/2025	609-497-9760-42510-0000	
5042992	Wine	199.80	09/23/2025	609-497-9760-42530-0000	
	Check Total:	1,399.58			
Vendor: lucli E-4494	Luce Line Brewing Beer	320.00	09/23/2025	Check Sequence: 25 609-497-9760-42520-0000	ACH Enabled: False
	Check Total:	320.00			
Vendor: maceq P54773	MacQueen Equipment, Inc. MSA 4-Gas Sensor X3	1,359.98	09/23/2025	Check Sequence: 26 100-420-2210-44040-0000	ACH Enabled: True
	Check Total:	1,359.98			
Vendor: midpl 11110	Midwest Playscapes, Inc. Equipment (Materials & S&H) - Territorial Park	284,986.05	09/23/2025	Check Sequence: 27 404-450-5200-45300-2207	ACH Enabled: False
	Check Total:	284,986.05			
Vendor: minrec 04183	Minnesota Recreation and Park Assoc. Annual Conference Registration-Schmiedlin	510.00	09/23/2025	Check Sequence: 28 100-410-1941-44360-0000	ACH Enabled: True
	Check Total:	510.00			
Vendor: mohha 09/18/2025	Mohagen Hansen Architecture Interiors Escrow Refund - Diamond Lake Warehouse	4,390.41	09/23/2025	Check Sequence: 29 100-000-0000-22040-0000	ACH Enabled: False
	Check Total:	4,390.41			
Vendor: napa 406231	NAPA Auto Parts Fuel Filter	10.00	09/23/2025	Check Sequence: 30 100-430-3120-42103-0000	ACH Enabled: False
406766	90-667 Coupler	19.56	09/23/2025	100-430-3000-42103-0000	
406912	100351 Engine Oil Filter	5.09	09/23/2025	100-420-2210-42103-0000	
	Check Total:	34.65			
Vendor: norto 3bc9437a	Northern Tool & Equipment Ball Mount-U21	69.99	09/23/2025	Check Sequence: 31 100-420-2210-42105-0000	ACH Enabled: True
	Check Total:	69.99			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: nbh	Nothing But Hemp LLC			Check Sequence: 32	ACH Enabled: True
4357	THC	810.00	09/23/2025	609-497-9760-42535-0000	
4425	THC	567.00	09/23/2025	609-497-9760-42535-0000	
4446	THC	120.00	09/23/2025	609-497-9760-42535-0000	
	Check Total:	1,497.00			
Vendor: offde	Office Depot			Check Sequence: 33	ACH Enabled: False
438943829001	Refund - Toilet Bowl Cleaner	-13.84	09/23/2025	100-420-2100-42100-0000	
438943831001	Janitorial Supplies - Toilet Bowl Cleaner	15.56	09/23/2025	100-420-2100-42100-0000	
	Check Total:	1.72			
Vendor: proems	Prodigy EMS Inc			Check Sequence: 34	ACH Enabled: False
2687	EMS Program 9/16/25-9/15/26	1,120.00	09/23/2025	100-420-2210-44360-0000	
	Check Total:	1,120.00			
Vendor: sigso	Sign Solutions USA			Check Sequence: 35	ACH Enabled: True
419290	HIP 080 18"X18" Screen Printed - OM4-2 9 Butt	261.15	09/23/2025	100-430-3120-42260-0000	
	Check Total:	261.15			
Vendor: strei	Streicher's Inc.			Check Sequence: 36	ACH Enabled: False
CM303372	Uniforms - Returns - Shirts	-100.00	09/23/2025	100-420-2100-42180-0000	
I1782991	Uniforms - Polo Shirts - Foster	113.98	09/23/2025	100-420-2100-42180-0000	
	Check Total:	13.98			
Vendor: terge	Terra General Contractors, LLC			Check Sequence: 37	ACH Enabled: True
Pay App 8 FINAL	Pay App #8 (Final)-SCP Warming House & Main	84,281.25	09/23/2025	410-450-5200-45200-2104	
	Check Total:	84,281.25			
Vendor: onene	theipguys.net LLC			Check Sequence: 38	ACH Enabled: False
D-511340	Monthly Fiber Data And Analog Services October	167.64	09/23/2025	609-497-9760-43100-0000	
	Check Total:	167.64			
Vendor: wenba	Wendinger Band & Travel			Check Sequence: 39	ACH Enabled: False
Oktoberfest	Senior Oktoberfest Party Entertainment 9/23/25	550.00	09/23/2025	100-450-5186-43443-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	550.00			
Vendor: xcele	Xcel Energy			Check Sequence: 40	ACH Enabled: False
51-6488908-5	Lift Stations August	2,000.38	09/23/2025	602-495-9490-43810-0000	
51-6488908-5	Lift Stations - 12398 Brockton August	155.49	09/23/2025	602-495-9490-43810-0000	
	Check Total:	2,155.87			
Vendor: xcele	Xcel Energy			Check Sequence: 41	ACH Enabled: False
51-6488909-6	Reservoir Fields Irrigation August	548.47	09/23/2025	100-450-5200-43810-0000	
51-6488909-6	12475 Main St-SCP Well & Lights August	270.27	09/23/2025	100-450-5200-43810-0000	
51-6488909-6	12521 Main St-Maintenance Bldg. August	107.34	09/23/2025	100-450-5200-43810-0000	
51-6488909-6	20859 141st Ave N Rogers Middle School Fields	708.42	09/23/2025	100-450-5200-43810-0000	
51-6488909-6	Lions Splash Pad August	204.38	09/23/2025	100-450-5200-43810-0000	
51-6488909-6	NCP - 13750 Bittersweet Dr August	1,146.70	09/23/2025	100-450-5200-43810-0000	
51-6488909-6	13850 Bittersweet Lane August	137.97	09/23/2025	100-450-5200-43810-0000	
51-6488909-6	Triangle Park/Veteran's Mem'l - 12720 Main St A	42.35	09/23/2025	100-450-5200-43810-0000	
51-6488909-6	12521 Main St-SCP Warming Hse. August	270.68	09/23/2025	100-450-5200-43810-0000	
51-6488909-6	Lynch Park - 21901 137TH Ave N August	186.40	09/23/2025	100-450-5200-43810-0000	
	Check Total:	3,622.98			
Vendor: xcele	Xcel Energy			Check Sequence: 42	ACH Enabled: False
51-6488910-9	Fire Dept.-21201 Memorial Dr. August	-209.00	09/23/2025	100-420-2210-43810-0000	
51-6488910-9	Event Center-12716 Main St. August	1,624.60	09/23/2025	100-410-1941-43810-0000	
51-6488910-9	Boyer -21701 Industrial Blvd. August	666.55	09/23/2025	100-410-1940-43810-0000	
51-6488910-9	Police Dept. - 21860 Industrial Blvd. August	533.62	09/23/2025	100-420-2100-43810-0000	
51-6488910-9	Community Rm-21201 Memorial Dr. August	-266.00	09/23/2025	100-410-1941-43810-0000	
51-6488910-9	Civic Storage Bldg.-21195 Memorial Dr. August	35.30	09/23/2025	100-410-1940-43810-0000	
51-6488910-9	City Hall-22350 S. Diamond Lk. Rd. August	-70.53	09/23/2025	100-410-1940-43810-0000	
51-6488910-9	Sr. Center-12913 Main St August	33.57	09/23/2025	100-450-5186-43810-0000	
51-6488910-9	Vacant City Bldg.-12909 Main St. August	25.67	09/23/2025	100-410-1940-43810-0000	
51-6488910-9	Hassan Town Hall-25000 Hassan Prky August	70.23	09/23/2025	100-410-1940-43810-0000	
51-6488910-9	Public Works-22350 S. Diamond Lk. Rd. August	-164.58	09/23/2025	100-430-3000-43810-0000	
51-6488910-9	Sec. Lights Civic Storage Bldg-21195 Mem'l Dr.	7.00	09/23/2025	100-410-1940-43810-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	2,286.43			
	Total for Check Run:	560,746.64			
	Total of Number of Checks:	42			

Accounts Payable

Computer Check Proof List by Vendor

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Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 4815ex 1602	4815 Excelsior LLC THC	755.00	10/02/2025	Check Sequence: 1 609-497-9760-42535-0000	ACH Enabled: False
	Check Total:	755.00			
Vendor: alout 583147	A-1 Outdoor Power, Inc. #10-026 660Y13-8 8" Yellow Ducting 660YD	455.88	10/02/2025	Check Sequence: 2 100-450-5200-42103-0000	ACH Enabled: False
583147 CR	Return: 660YD-8 8" Yellow Ducting 660Yd	-455.88	10/02/2025	100-450-5200-42103-0000	
583201	36061-00 Hose 10" X 12.5' OL10	324.49	10/02/2025	100-450-5200-42103-0000	
	Check Total:	324.49			
Vendor: acmto 14975269	Acme Electric Motor, Inc. Milwaukee M18 4-Piece Combo Kit	535.00	10/02/2025	Check Sequence: 3 100-410-1940-42105-0000	ACH Enabled: False
	Check Total:	535.00			
Vendor: actfl 18121	Action Fleet Inc New Squad Build - 6852	620.00	10/02/2025	Check Sequence: 4 400-420-2100-45500-0000	ACH Enabled: False
	Check Total:	620.00			
Vendor: prepo 61174	ADA Enterprises Inc Outdoor Furniture For Territorial Park Project	4,991.00	10/02/2025	Check Sequence: 5 404-450-5200-45300-2207	ACH Enabled: False
	Check Total:	4,991.00			
Vendor: airgas 9165042267	Airgas Inc Acetylene Industrial	214.38	10/02/2025	Check Sequence: 6 100-430-3000-42160-0000	ACH Enabled: False
	Check Total:	214.38			
Vendor: ale360	Alert 360			Check Sequence: 7	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
16621205	Monitoring-CR-Oct '25	24.77	10/02/2025	100-410-1940-43880-0000	
16621205	Monitoring-ST 1-Oct '25	19.45	10/02/2025	100-420-2210-43880-0000	
16621206	RWAS Alarm October	95.88	10/02/2025	609-497-9760-43100-0000	
	Check Total:	140.10			
Vendor: ameen	American Engineering Testing Inc			Check Sequence: 8	ACH Enabled: True
INV-281040	Construction Material Testing @ Turf Facility	2,513.70	10/02/2025	410-450-5200-43030-2201	
	Check Total:	2,513.70			
Vendor: aneso	Anchor Solar Investments, LLC			Check Sequence: 9	ACH Enabled: True
City Hall 20 #2	PW Solar PPA - Oct 2025	140.94	10/02/2025	100-430-3000-43810-0000	
City Hall 20 #2	City Hall Solar PPA - Oct 2025	60.41	10/02/2025	100-410-1940-43810-0000	
City Hall PW 20	PW Solar PPA - Oct 2025	145.28	10/02/2025	100-430-3000-43810-0000	
City Hall PW 20	City Hall Solar PPA - Oct 2025	62.26	10/02/2025	100-410-1940-43810-0000	
N. Comm. Park 3	NCP Solar PPA - Oct 2025	413.12	10/02/2025	100-450-5200-43810-0000	
PD 20	PD Solar PPA - Oct 2025	207.54	10/02/2025	100-420-2100-43810-0000	
PD 20 #2	PD Solar PPA - Oct 2025	201.35	10/02/2025	100-420-2100-43810-0000	
RAC 20	RAC Solar PPA - Oct 2025	207.54	10/02/2025	205-450-5205-43810-0000	
RAC 20 #2	RAC Solar PPA - Oct 2025	201.35	10/02/2025	205-450-5205-43810-0000	
	Check Total:	1,639.79			
Vendor: andenmn	Anderson Engineering of Minnesota, LLC			Check Sequence: 10	ACH Enabled: False
25321	Work On Rogers Territorial Park August	1,500.00	10/02/2025	404-450-5200-43030-2207	
	Check Total:	1,500.00			
Vendor: apogl	Apollo Glass			Check Sequence: 11	ACH Enabled: False
A0085208	#6844 Repair Windshield	1,048.56	10/02/2025	100-420-2100-44040-0000	
	Check Total:	1,048.56			
Vendor: atek	ATEK Distribution LLC			Check Sequence: 12	ACH Enabled: False
28752	LED LOT Lighting Conversion Project - PW	109.90	10/02/2025	400-430-3000-45200-0000	
28752	LED LOT Lighting Conversion Project - CH	47.05	10/02/2025	400-410-1940-45200-0000	
28752	LED LOT Lighting Conversion Project - PW/CH	156.95	10/02/2025	400-000-0000-10100-0000	
28752	LED LOT Lighting Conversion Project - PW/CH	-156.95	10/02/2025	400-000-0000-10100-4012	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
28776	LED LOT Lighting Conversion Project - PW	22,973.10	10/02/2025	400-430-3000-45200-0000	
28776	LED LOT Lighting Conversion Project - PW/CH	32,818.72	10/02/2025	400-000-0000-10100-0000	
28776	LED LOT Lighting Conversion Project - CH	9,845.62	10/02/2025	400-410-1940-45200-0000	
28776	LED LOT Lighting Conversion Project - PW/CH	-32,818.72	10/02/2025	400-000-0000-10100-4012	
	Check Total:	32,975.67			
Vendor: barjon	Joni Bargel			Check Sequence: 13	ACH Enabled: False
13812 Rose Dr	Reissue UB Overpayment - 13812 Rose Dr	25.90	10/02/2025	601-000-0000-20200-0000	
	Check Total:	25.90			
Vendor: beaoi	Beaudry Oil & Service Inc.			Check Sequence: 14	ACH Enabled: True
1128360	Fuel - Unleaded And Diesel	9,121.11	10/02/2025	100-000-0000-14100-0000	
	Check Total:	9,121.11			
Vendor: belco	Bellboy Corporation			Check Sequence: 15	ACH Enabled: True
0209032600	Liquor	501.15	10/02/2025	609-497-9760-42510-0000	
0209032600	Wine	481.00	10/02/2025	609-497-9760-42530-0000	
0209099100	Liquor	283.02	10/02/2025	609-497-9760-42510-0000	
0300318400	THC	1,017.45	10/02/2025	609-497-9760-42535-0000	
0300323100	THC	923.80	10/02/2025	609-497-9760-42535-0000	
0300342700	THC	587.55	10/02/2025	609-497-9760-42535-0000	
	Check Total:	3,793.97			
Vendor: bluso	Bluelake Software			Check Sequence: 16	ACH Enabled: False
BL-3480	Laserfiche Import Tool 10/1/25 - 9/30/26	250.00	10/02/2025	100-410-1520-43190-0000	
	Check Total:	250.00			
Vendor: bnsf	BNSF Railway Company			Check Sequence: 17	ACH Enabled: False
90291034	Fletcher Ln - Install RR Crossing Signals/Flashe	-825.00	10/02/2025	402-000-0000-10100-5000	
90291034	Fletcher Ln - Install RR Crossing Signals/Flashe	825.00	10/02/2025	402-000-0000-10100-0000	
90291034	Fletcher Ln - Install RR Crossing Signals/Flashe	825.00	10/02/2025	402-430-3121-45300-1409	
	Check Total:	825.00			
Vendor: boytr	Boyer Ford Trucks			Check Sequence: 18	ACH Enabled: True

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
093P41120	#40-006 HDX GC3030LCW Brake Chamber We	122.58	10/02/2025	100-430-3120-42103-0000	
	Check Total:	122.58			
Vendor: Wirbe	BreakThru Beverage Minnesota Wine & Spirits			Check Sequence: 19	ACH Enabled: True
123435834	Liquor	5,155.77	10/02/2025	609-497-9760-42510-0000	
123435836	Mix	98.58	10/02/2025	609-497-9760-42540-0000	
123435837	Liquor	417.82	10/02/2025	609-497-9760-42510-0000	
	Check Total:	5,672.17			
Vendor: brubr	Bridget Bruska			Check Sequence: 20	ACH Enabled: True
09242025	2025 MNGFOA Mileage - B. Bruska	70.70	10/02/2025	100-410-1520-44360-0000	
708416	2025 MNGFOA Hotel - B. Bruska	272.46	10/02/2025	100-410-1520-44360-0000	
	Check Total:	343.16			
Vendor: buaar	Aaron Burns			Check Sequence: 21	ACH Enabled: False
09182025	Use Of Force Role Player - A. Burns	200.00	10/02/2025	100-420-2100-44360-0000	
	Check Total:	200.00			
Vendor: callto	CallTower Inc			Check Sequence: 22	ACH Enabled: True
202752913	Monthly Phone Service September	1,604.18	10/02/2025	100-410-1330-43250-0000	
	Check Total:	1,604.18			
Vendor: capbe	Capitol Beverage			Check Sequence: 23	ACH Enabled: True
3190524	THC	72.00	10/02/2025	609-497-9760-42535-0000	
3190525	Beer Credit	-136.24	10/02/2025	609-497-9760-42520-0000	
3190526	Beer	110.40	10/02/2025	609-497-9760-42520-0000	
3190527	Liquor	338.65	10/02/2025	609-497-9760-42510-0000	
3190528	Mix	483.60	10/02/2025	609-497-9760-42540-0000	
3190528	Beer	6,719.85	10/02/2025	609-497-9760-42520-0000	
3193562	Liquor	839.15	10/02/2025	609-497-9760-42510-0000	
3193563	Beer Credit	-19.60	10/02/2025	609-497-9760-42520-0000	
3193563	Beer Credit	-70.90	10/02/2025	609-497-9760-42520-0000	
3193564	Beer	371.95	10/02/2025	609-497-9760-42520-0000	
3193565	Beer	6,207.75	10/02/2025	609-497-9760-42520-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
3193566	Mix	103.30	10/02/2025	609-497-9760-42540-0000	
3193566	THC	1,152.00	10/02/2025	609-497-9760-42535-0000	
	Check Total:	16,171.91			
Vendor: cdwgo	CDW Government			Check Sequence: 24	ACH Enabled: True
AF9GD5N	Adobe Acrobat Software For Fieldhouse Front D	12.00	10/02/2025	209-450-5207-43190-0000	
	Check Total:	12.00			
Vendor: cdwgo	CDW Government			Check Sequence: 25	ACH Enabled: True
AG1E77M	Pinnacle LT INCL EPS 1-29U	484.00	10/02/2025	100-410-1950-42010-0000	
AG1E77M	Autocad Civil 3D Licenses 10/5/25 - 12/31/25	2,050.52	10/02/2025	100-410-1950-43190-0000	
AG1E77M	Autocad Civil 3D Licenses 1/1/26 - 10/4/26	6,454.48	10/02/2025	100-000-0000-15500-0000	
	Check Total:	8,989.00			
Vendor: embpw	Century Link			Check Sequence: 26	ACH Enabled: False
313975749	Telephone Service - PW September	180.43	10/02/2025	100-430-3000-43210-0000	
313975749	Telephone Service - RAC September	142.32	10/02/2025	205-450-5205-43210-0000	
313975749	Telephone Service - SWR September	55.66	10/02/2025	602-495-9490-43210-0000	
313975749	Telephone Service - WTR September	62.01	10/02/2025	601-494-9440-43210-0000	
	Check Total:	440.42			
Vendor: berbe	Chas. A. Bernick, Inc.			Check Sequence: 27	ACH Enabled: False
10404988	THC	1,611.60	10/02/2025	609-497-9760-42535-0000	
10404989	Beer	386.80	10/02/2025	609-497-9760-42520-0000	
10407772	Beer	3,570.95	10/02/2025	609-497-9760-42520-0000	
10407774	Beer Credit	-107.68	10/02/2025	609-497-9760-42520-0000	
	Check Total:	5,461.67			
Vendor: cinco	Cintas Corporation			Check Sequence: 28	ACH Enabled: True
4243682761	PD Floor Mats - 09/17/2025	70.96	10/02/2025	100-420-2100-44060-0000	
4244450147	Mats & Towels 9/24/25	67.34	10/02/2025	100-430-3000-44060-0000	
4244450147	Uniform - Janitorial 9/24/25	2.59	10/02/2025	100-410-1940-44060-0000	
4244450147	Uniform - PK 9/24/25	18.60	10/02/2025	100-450-5200-42180-0000	
4244450147	Uniform - WTR 9/24/25	5.22	10/02/2025	601-494-9440-42180-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
4244450147	Uniform - Gen'l. Gov't. Bldgs. 9/24/25	2.95	10/02/2025	100-410-1940-42180-0000	
4244450147	Uniform - SWR 9/24/25	5.22	10/02/2025	602-495-9490-42180-0000	
4244450147	Uniform - PW 9/24/25	25.74	10/02/2025	100-430-3000-42180-0000	
4244456708	RWAS Mats & Towels 9/24/25	104.90	10/02/2025	609-497-9760-43100-0000	
4244456906	CR Floor Mats - 9/24/25	8.86	10/02/2025	100-410-1940-44060-0000	
	Check Total:	312.38			
Vendor: citda 25-0001213	City of Dayton S Diamond Lake Rd Imps - Cost Share Reimb.	38,419.94	10/02/2025	Check Sequence: 29 401-430-3121-45300-2401	ACH Enabled: False
	Check Total:	38,419.94			
Vendor: citmo 0042833	City of Monticello Jul/Aug Animal Control Charges	208.00	10/02/2025	Check Sequence: 30 100-420-2100-43100-0000	ACH Enabled: True
	Check Total:	208.00			
Vendor: cit 500442	Computer Integration Technologies Inc Endpoint Detection Monthly Service September	781.50	10/02/2025	Check Sequence: 31 100-410-1330-43190-0000	ACH Enabled: True
	Check Total:	781.50			
Vendor: corho 5858	CornerHouse PD Contracted Services For 2026	6,710.00	10/02/2025	Check Sequence: 32 100-000-0000-15500-0000	ACH Enabled: False
	Check Total:	6,710.00			
Vendor: cotdo 1130918253	Doran Cote DC Parking Reimbursement - D. Cote	65.11	10/02/2025	Check Sequence: 33 100-410-1950-44360-0000	ACH Enabled: True
	Check Total:	65.11			
Vendor: crafco 9403559903	Crafco Inc Mastic Machine Rental	3,375.00	10/02/2025	Check Sequence: 34 100-430-3120-44100-0000	ACH Enabled: True
	Check Total:	3,375.00			
Vendor: dahdi 2578819 2582361	Dahlheimer Distributing Co. Beer Liquor	11,836.60 3,000.00	10/02/2025 10/02/2025	Check Sequence: 35 609-497-9760-42520-0000 609-497-9760-42510-0000	ACH Enabled: True

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
2582362	THC	176.00	10/02/2025	609-497-9760-42535-0000	
2582363	Beer	59.60	10/02/2025	609-497-9760-42520-0000	
2582364	Beer	620.45	10/02/2025	609-497-9760-42520-0000	
2584568	THC	840.50	10/02/2025	609-497-9760-42535-0000	
2584569	Beer	16,761.45	10/02/2025	609-497-9760-42520-0000	
2584570	Beer	48.80	10/02/2025	609-497-9760-42520-0000	
	Check Total:	33,343.40			
Vendor: delde	Delta Dental of Minnesota			Check Sequence: 36	ACH Enabled: False
RIS0006613992	October EE Paid Dental Insurance	4,349.61	10/02/2025	100-000-0000-21707-0000	
	Check Total:	4,349.61			
Vendor: depem	Department of Employment & Economic Development			Check Sequence: 37	ACH Enabled: False
CDAP170010HFY18	DEED MIF Loan Repayment APT (Final) - 01/20	2,751.91	10/02/2025	200-465-6500-44600-0000	
	Check Total:	2,751.91			
Vendor: cldis	Dick Family Inc.			Check Sequence: 38	ACH Enabled: True
2176956	Beer	638.00	10/02/2025	609-497-9760-42520-0000	
2176956	THC	286.44	10/02/2025	609-497-9760-42535-0000	
3004000182	THC Credit	-21.66	10/02/2025	609-497-9760-42535-0000	
	Check Total:	902.78			
Vendor: dmxmu	DMX Music - Minneapolis			Check Sequence: 39	ACH Enabled: False
59111105	RWAS Music October	53.45	10/02/2025	609-497-9760-43100-0000	
	Check Total:	53.45			
Vendor: ehlas	Ehlers & Associates Inc			Check Sequence: 40	ACH Enabled: False
102784	Duffy TIF - Update Estimate	152.50	10/02/2025	203-410-1325-43140-8150	
	Check Total:	152.50			
Vendor: facmo	Elliot Auto Supply Co, Inc.			Check Sequence: 41	ACH Enabled: False
1-11103459	FVP DEX-50/50Gal Orange AF Prediluted Gal	83.76	10/02/2025	100-430-3000-42103-0000	
128-224544	#35-026 MOO K750616 Suspension Stabilizer B	31.68	10/02/2025	100-430-3000-42103-0000	
128-224720	(5) WIX WL10351 Oil Filter	17.60	10/02/2025	100-420-2100-42103-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	133.04			
Vendor: expsi	Express Signs Inc			Check Sequence: 42	ACH Enabled: False
INV-9854	Fall Hydrant Flushing Sign	225.00	10/02/2025	601-494-9440-44100-0000	
	Check Total:	225.00			
Vendor: finwa	Finken Water Centers			Check Sequence: 43	ACH Enabled: True
95495TO	PW Water September	26.20	10/02/2025	100-430-3000-43820-0000	
95543TO	Water-St 1 Sept '25	18.45	10/02/2025	100-420-2210-43820-0000	
	Check Total:	44.65			
Vendor: fram	First American Title Insurance Co			Check Sequence: 44	ACH Enabled: False
12214-332915820	Title Search/Exam Fee-21701 Industrial Blvd	1,695.00	10/02/2025	400-420-2100-44310-2202	
	Check Total:	1,695.00			
Vendor: marso	Marc Frederickson			Check Sequence: 45	ACH Enabled: False
1951	RAC Solar Salt	576.75	10/02/2025	205-450-5205-43820-0000	
	Check Total:	576.75			
Vendor: gapin	GapVax, Inc.			Check Sequence: 46	ACH Enabled: False
248430	Inverted Vee-Wire Screen Cylinder W/Fittings	920.58	10/02/2025	602-495-9490-42103-0000	
	Check Total:	920.58			
Vendor: garco	Cody Gardas			Check Sequence: 47	ACH Enabled: False
09182025	Use Of Force Role Player - C. Gardas	200.00	10/02/2025	100-420-2100-44360-0000	
	Check Total:	200.00			
Vendor: mires	Global Reserve			Check Sequence: 48	ACH Enabled: True
ORD-20048	THC	1,987.00	10/02/2025	609-497-9760-42535-0000	
	Check Total:	1,987.00			
Vendor: grabe	Grape Beginnings, Inc.			Check Sequence: 49	ACH Enabled: False
MN00172308	Wine	280.00	10/02/2025	609-497-9760-42530-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	280.00			
Vendor: guape	Guardian Pest Solutions, Inc.			Check Sequence: 50	ACH Enabled: False
2695419	Hassan Town Tall Pest Control 9/17/25	33.60	10/02/2025	100-410-1940-43100-0000	
2696717	Commercial Pest Control 9/17/25	37.80	10/02/2025	100-430-3000-43140-0000	
2696717	Commercial Pest Control 9/17/25	16.20	10/02/2025	100-410-1940-43140-0000	
2696921	Commercial Pest Control - PD September	54.00	10/02/2025	100-420-2100-43140-0000	
2698919	Commercial Pest Control-St 2-Sept '25	58.06	10/02/2025	100-420-2210-43100-0000	
	Check Total:	199.66			
Vendor: dehmer	HAS LLC			Check Sequence: 51	ACH Enabled: False
4108	PD Fire Extinguisher Exchange And Service	323.50	10/02/2025	100-420-2100-43100-0000	
4176	RWAS Fire Extinguisher Service	159.50	10/02/2025	609-497-9760-43100-0000	
	Check Total:	483.00			
Vendor: hawch	Hawkins Inc.			Check Sequence: 52	ACH Enabled: False
7211860	Chlorine And LPC-5	6,288.41	10/02/2025	601-494-9440-42160-0000	
	Check Total:	6,288.41			
Vendor: heapar	Health Partners			Check Sequence: 53	ACH Enabled: False
616869610379	October ER Paid Health Insurance	7,464.83	10/02/2025	100-450-5200-41310-0000	
616869610379	October ER Paid Health Insurance	5,194.70	10/02/2025	100-430-3120-41310-0000	
616869610379	October ER Paid Health Insurance	1,965.00	10/02/2025	209-450-5207-41310-0000	
616869610379	October ER Paid Health Insurance	2,147.94	10/02/2025	100-430-3000-41310-0000	
616869610379	October ER Paid Health Insurance	3,850.04	10/02/2025	100-410-1950-41310-0000	
616869610379	October ER Paid Health Insurance	1,237.22	10/02/2025	100-410-1940-41310-0000	
616869610379	October ER Paid Health Insurance	24.00	10/02/2025	100-450-5186-41310-0000	
616869610379	October ER Paid Health Insurance	1,502.05	10/02/2025	100-450-5120-41310-0000	
616869610379	October ER Paid Health Insurance	36,789.08	10/02/2025	100-420-2100-41310-0000	
616869610379	October ER Paid Health Insurance	196.50	10/02/2025	100-420-2500-41310-0000	
616869610379	October ER Paid Health Insurance	3,882.75	10/02/2025	100-410-1910-41310-0000	
616869610379	October ER Paid Health Insurance	24.00	10/02/2025	100-410-1941-41310-0000	
616869610379	October EE Paid Health Insurance	16,554.46	10/02/2025	100-000-0000-21706-0000	
616869610379	October ER Paid Health Insurance	227.07	10/02/2025	100-430-3245-41310-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
616869610379	October ER Paid Health Insurance	6,436.29	10/02/2025	100-410-1325-41310-0000	
616869610379	October ER Paid Health Insurance	1,213.69	10/02/2025	100-410-1330-41310-0000	
616869610379	October ER Paid Health Insurance	491.25	10/02/2025	203-465-6500-41310-0000	
616869610379	October ER Paid Health Insurance	383.40	10/02/2025	609-497-9780-41310-0000	
616869610379	October ER Paid Health Insurance	2,421.91	10/02/2025	603-496-9495-41310-0000	
616869610379	October ER Paid Health Insurance	2,017.00	10/02/2025	100-420-2400-41310-0000	
616869610379	October ER Paid Health Insurance	2,179.70	10/02/2025	205-450-5205-41310-0000	
616869610379	October ER Paid Health Insurance	6,182.92	10/02/2025	602-495-9490-41310-0000	
616869610379	October ER Paid Health Insurance	6,575.91	10/02/2025	601-494-9440-41310-0000	
616869610379	October ER Paid Health Insurance	3,541.90	10/02/2025	100-410-1520-41310-0000	
616869610379	October ER Paid Health Insurance	3,089.10	10/02/2025	100-420-2210-41310-0000	
616869610379	October ER Paid Health Insurance	4,304.29	10/02/2025	609-497-9760-41310-0000	
	Check Total:	119,897.00			
Vendor: hirsh	Hirshfield's			Check Sequence: 54	ACH Enabled: True
0030705-IN	1412-320 Athletic Field Striping White	2,030.56	10/02/2025	100-450-5200-42100-0000	
	Check Total:	2,030.56			
Vendor: infos	InfoSend			Check Sequence: 55	ACH Enabled: False
295233	2025 Certification Letters	130.57	10/02/2025	603-496-9495-43500-0000	
295233	2025 Certification Letters	50.22	10/02/2025	100-430-3245-43500-0000	
295233	2025 Certification Letters	381.67	10/02/2025	602-495-9490-43500-0000	
295233	2025 Certification Letters	441.94	10/02/2025	601-494-9440-43500-0000	
	Check Total:	1,004.40			
Vendor: innof	Innovative Office Solutions LLC			Check Sequence: 56	ACH Enabled: True
IN4939800	Pull Paper Towels	113.16	10/02/2025	100-420-2100-42100-0000	
	Check Total:	113.16			
Vendor: iea	Institute for Environmental Asses			Check Sequence: 57	ACH Enabled: False
00059637	Rogers Indoor Turf Facility Commissioning	1,472.00	10/02/2025	410-450-5200-43030-2201	
	Check Total:	1,472.00			
Vendor: jlgar	JLG Architects			Check Sequence: 58	ACH Enabled: True

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
20166-23	Construction Administration-Indoor Turf Facility	9,067.27	10/02/2025	410-450-5200-43030-2201	
	Check Total:	9,067.27			
Vendor: johbr	Johnson Brothers Liquor Co.			Check Sequence: 59	ACH Enabled: False
2880697	Liquor	1,182.82	10/02/2025	609-497-9760-42510-0000	
2880698	Liquor	600.89	10/02/2025	609-497-9760-42510-0000	
2880699	Wine	440.39	10/02/2025	609-497-9760-42530-0000	
2883905	Liquor	1,254.84	10/02/2025	609-497-9760-42510-0000	
2883906	Wine	239.25	10/02/2025	609-497-9760-42530-0000	
2885770	Liquor	3,375.96	10/02/2025	609-497-9760-42510-0000	
2885771	Wine	443.54	10/02/2025	609-497-9760-42530-0000	
2885772	Mix	7.08	10/02/2025	609-497-9760-42540-0000	
2885813	Liquor	1,514.98	10/02/2025	609-497-9760-42510-0000	
2885814	Liquor	13,004.50	10/02/2025	609-497-9760-42510-0000	
2885815	Wine	2,010.33	10/02/2025	609-497-9760-42530-0000	
2885816	Mix	94.70	10/02/2025	609-497-9760-42540-0000	
2885817	THC	342.60	10/02/2025	609-497-9760-42535-0000	
5046273	Liquor	2,096.45	10/02/2025	609-497-9760-42510-0000	
5046274	Wine	3,043.33	10/02/2025	609-497-9760-42530-0000	
5046275	Mix	57.87	10/02/2025	609-497-9760-42540-0000	
5048684	Wine	258.50	10/02/2025	609-497-9760-42530-0000	
5050103	Liquor	1,026.91	10/02/2025	609-497-9760-42510-0000	
5050104	Wine	1,725.34	10/02/2025	609-497-9760-42530-0000	
5050105	Liquor	75.50	10/02/2025	609-497-9760-42510-0000	
5050105	Mix	267.88	10/02/2025	609-497-9760-42540-0000	
7534485	Wine	508.43	10/02/2025	609-497-9760-42530-0000	
7534490	Wine	302.61	10/02/2025	609-497-9760-42530-0000	
	Check Total:	33,874.70			
Vendor: shagr	Kelbro Company			Check Sequence: 60	ACH Enabled: True
72-01603	Ice	122.50	10/02/2025	609-497-9760-42570-0000	
72-01666	Ice	100.50	10/02/2025	609-497-9760-42570-0000	
	Check Total:	223.00			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: kengr	Kennedy & Graven, Chartered			Check Sequence: 61	ACH Enabled: True
RG135-00001	General Municipal Matters August 2025	3,056.50	10/02/2025	100-410-1325-43040-0000	
RG135-00011	Police Department Matter August 2025	174.60	10/02/2025	100-420-2100-43040-0000	
RG135-00020	Duffy Development August 2025	472.50	10/02/2025	203-410-1325-43040-8150	
RG135-00120	Sale Of Property To Conneran (Little Caesars) A	48.00	10/02/2025	408-430-3330-43040-0000	
RG135-00122	Cowley Lake Preserve Development August 202	294.00	10/02/2025	100-410-1325-43040-8150	
RG135-00124	Justen Park 3rd Add. (Restoration Network) Aug	498.00	10/02/2025	100-410-1325-43040-8150	
RG135-00125	Tilton Lake Acres August 2025	726.00	10/02/2025	100-410-1325-43040-8150	
	Check Total:	5,269.60			
Vendor: kjoen	Kjolhaug Environmental Serv LLC			Check Sequence: 62	ACH Enabled: True
810562	2021-268 -Summergate Knapp Delineation-LGU	260.00	10/02/2025	603-496-9495-43030-8150	
810566	2023-148 - City Of Rogers - Tilton Trail N Delin	220.00	10/02/2025	603-496-9495-43030-0000	
810600	2025-102 - City Of Rogers - CSAH 81 Delineati	1,886.25	10/02/2025	603-496-9495-43030-0000	
810627	2025-146 - City Of Rogers - CSAH 81 LGU	220.00	10/02/2025	603-496-9495-43030-0000	
	Check Total:	2,586.25			
Vendor: btac	Melanie Koenen			Check Sequence: 63	ACH Enabled: True
1050	Final Wellness Visit 13	130.00	10/02/2025	100-420-2100-43140-0000	
	Check Total:	130.00			
Vendor: konin	KONE Inc			Check Sequence: 64	ACH Enabled: False
871781386	PD Elevator Maintenance - September	156.07	10/02/2025	100-420-2100-44010-0000	
	Check Total:	156.07			
Vendor: korin	KorTerra Inc			Check Sequence: 65	ACH Enabled: True
26566	KorTerra Locate Mgmt Stand. Sub 9/2/25-12/31/	625.00	10/02/2025	601-494-9440-43190-0000	
26566	KorTerra Locate Mgmt Stand. Sub 9/2/25-12/31/	625.00	10/02/2025	602-495-9490-43190-0000	
26566	KorTerra Locate Mgmt Stand. Sub 9/2/25-12/31/	625.00	10/02/2025	603-496-9495-43190-0000	
26566	KorTerra Locate Mgmt Stand. Sub 1/1/26-9/1/26	1,250.00	10/02/2025	602-000-0000-15500-0000	
26566	KorTerra Locate Mgmt Stand. Sub 1/1/26-9/1/26	1,250.00	10/02/2025	603-000-0000-15500-0000	
26566	KorTerra Locate Mgmt Stand. Sub 1/1/26-9/1/26	1,250.00	10/02/2025	601-000-0000-15500-0000	
	Check Total:	5,625.00			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: lawpr 9312823870	Lawson Products Washers Nuts Hex Cap Screws & Cotter Pins Etc	434.37	10/02/2025	Check Sequence: 66 100-430-3000-42100-0000	ACH Enabled: False
	Check Total:	434.37			
Vendor: maceq P13271	MacQueen Equipment, Inc. Pumo Drain Evaporator Red Dot	691.02	10/02/2025	Check Sequence: 67 100-420-2210-42103-0000	ACH Enabled: True
P13282	1303737 Switch Float Horizontal Evaporator	396.80	10/02/2025	100-420-2210-42103-0000	
P13282	Freight	43.22	10/02/2025	100-420-2210-42103-0000	
P55143	4-Gas Monitor Sensor Repair X3	126.80	10/02/2025	100-420-2210-44040-0000	
P67646	#20-004 1021767 S B Clutch Drive	191.07	10/02/2025	100-430-3000-42103-0000	
P67646	#20-004 1027867 SB Shear Pin Assy	68.96	10/02/2025	100-430-3000-42103-0000	
P67646	#20-004 1048546 Assy-SB Sprocket	227.52	10/02/2025	100-430-3000-42103-0000	
P67646	#20-004 Freight	25.31	10/02/2025	100-430-3000-42103-0000	
	Check Total:	1,770.70			
Vendor: cleri 827352	McDonald Distributing Company Beer	283.00	10/02/2025	Check Sequence: 68 609-497-9760-42520-0000	ACH Enabled: True
	Check Total:	283.00			
Vendor: menar 54907	Menards, Inc. Diamond Blade 4-1/2" Turbo	13.59	10/02/2025	Check Sequence: 69 100-410-1940-42100-0000	ACH Enabled: True
54920	Extended Dual Arm Tool Hook	7.99	10/02/2025	601-494-9440-42105-0000	
54920	Large Flat Hook - Zinc	5.99	10/02/2025	601-494-9440-42104-0000	
54920	24" HD Steel X-Track	12.98	10/02/2025	601-494-9440-42104-0000	
55258	(3) 1 1/4" X 12" Black Nipples	23.67	10/02/2025	601-494-9440-42104-0000	
55258	(3) 1 1/4" X 5" Black Nipples	13.47	10/02/2025	601-494-9440-42104-0000	
55258	(3) 1 1/4" X 6" Black Nipples	14.88	10/02/2025	601-494-9440-42104-0000	
	Check Total:	92.57			
Vendor: schso P59915	MN Equipment Inc. BGA 60 Set Cord Stihl Blower W/Battery For E	299.99	10/02/2025	Check Sequence: 70 100-410-1941-42105-0000	ACH Enabled: True
	Check Total:	299.99			
Vendor: mndo	MnDOT			Check Sequence: 71	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
DOTD3FY26E	2016 Crafcro Patcher II Serial #1C9TP1225F1411	8,000.00	10/02/2025	400-430-3000-45800-0000	
	Check Total:	8,000.00			
Vendor: moepe	Pete Moen			Check Sequence: 72	ACH Enabled: True
09242025	Mileage Reimbursement For AWWA Conference	229.60	10/02/2025	100-430-3000-44360-0000	
	Check Total:	229.60			
Vendor: napa	NAPA Auto Parts			Check Sequence: 73	ACH Enabled: False
406834	4234479 NAPA Cabin Air Filter	27.14	10/02/2025	100-430-3000-42103-0000	
406834	3118MP Fuel Filter	8.53	10/02/2025	100-430-3000-42103-0000	
407740	#40-014 1799 Oil Filter	30.10	10/02/2025	100-430-3000-42103-0000	
	Check Total:	65.77			
Vendor: norsa	Northern Safety Technology, Inc.			Check Sequence: 74	ACH Enabled: True
59965	Mini Century 16' Amber Mag MT	336.89	10/02/2025	100-430-3000-42103-0000	
	Check Total:	336.89			
Vendor: offde	Office Depot			Check Sequence: 75	ACH Enabled: False
439586113001	Yellow Toner - Zachman School Printer	67.74	10/02/2025	100-420-2100-42000-0000	
439649769001	Office Supplies - Laminating Pouches	53.72	10/02/2025	100-420-2100-42000-0000	
439649775001	Tape Measures - IT/Office Use	33.78	10/02/2025	100-420-2100-42105-0000	
	Check Total:	155.24			
Vendor: pauso	Paustis & Sons			Check Sequence: 76	ACH Enabled: True
275746	Wine	536.00	10/02/2025	609-497-9760-42530-0000	
	Check Total:	536.00			
Vendor: poyan	Andrea Poythress			Check Sequence: 77	ACH Enabled: True
9059499347	Tuition Reimbursement - A. Poythress	1,350.00	10/02/2025	100-410-1520-44360-0000	
	Check Total:	1,350.00			
Vendor: prelo	Premier Locating Inc			Check Sequence: 78	ACH Enabled: False
43270	Locates September	451.50	10/02/2025	601-494-9440-43150-0000	
43270	Locates September	147.00	10/02/2025	603-496-9495-43150-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
43270	Locates September	451.50	10/02/2025	602-495-9490-43150-0000	
	Check Total:	1,050.00			
Vendor: quaf1	Quality Flow Systems, Inc.			Check Sequence: 79	ACH Enabled: True
49736	Service Check Of 9 Lift Stations	1,800.00	10/02/2025	602-495-9490-43100-0000	
	Check Total:	1,800.00			
Vendor: rogtr	Rogers Ace			Check Sequence: 80	ACH Enabled: False
30182	Bolt Eye W/Nut 3/8"X6"	2.79	10/02/2025	601-494-9440-42104-0000	
30182	Fiberglass Sledgehammer Handle 8LB	41.99	10/02/2025	601-494-9440-42105-0000	
30184	Foam Wasp & Hornet KLR14OZ	20.00	10/02/2025	100-410-1940-42100-0000	
30197	(2) Thread Tape 1429X1/2"BLU	13.98	10/02/2025	601-494-9440-42100-0000	
30197	(3) Thread Seal Tape 1/2X260"	5.37	10/02/2025	601-494-9440-42100-0000	
30205	Misc Hardware	5.10	10/02/2025	601-494-9440-42104-0000	
	Check Total:	89.23			
Vendor: tcpro	Sabot Promotional LLC			Check Sequence: 81	ACH Enabled: True
69162	Flyers For Rogers Transportation Funding Reque	79.00	10/02/2025	100-410-1325-42000-0000	
	Check Total:	79.00			
Vendor: souwi	Southern Glazers Wine & Spirits of Minnesota			Check Sequence: 82	ACH Enabled: False
2670748	Liquor	321.19	10/02/2025	609-497-9760-42510-0000	
2670749	Liquor	5,464.41	10/02/2025	609-497-9760-42510-0000	
2670750	Wine	1,459.46	10/02/2025	609-497-9760-42530-0000	
2673349	Liquor	1.28	10/02/2025	609-497-9760-42510-0000	
2673350	Liquor	5,985.95	10/02/2025	609-497-9760-42510-0000	
2673351	Wine	757.99	10/02/2025	609-497-9760-42530-0000	
2673352	Liquor	2.56	10/02/2025	609-497-9760-42510-0000	
	Check Total:	13,992.84			
Vendor: sprso	Springbrook Holding Co LLC			Check Sequence: 83	ACH Enabled: False
INV-021691	Finance Suite Subscription Jan - Nov 2026	2,138.44	10/02/2025	603-000-0000-15500-0000	
INV-021691	Finance Suite Subscription December 2025	950.43	10/02/2025	100-410-1520-43190-0000	
INV-021691	Finance Suite Subscription December 2025	194.40	10/02/2025	602-495-9490-43190-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
INV-021691	UB Subscription Jan - Nov 2026	4,557.11	10/02/2025	601-000-0000-15500-0000	
INV-021691	Enterprise Connector Subscription December 2025	27.45	10/02/2025	602-495-9490-43190-0000	
INV-021691	Finance Suite Subscription Jan - Nov 2026	2,138.44	10/02/2025	602-000-0000-15500-0000	
INV-021691	UB Subscription Jan - Nov 2026	2,604.06	10/02/2025	603-000-0000-15500-0000	
INV-021691	Finance Suite Subscription Jan - Nov 2026	2,138.44	10/02/2025	609-000-0000-15500-0000	
INV-021691	Finance Suite Subscription December 2025	194.40	10/02/2025	601-494-9440-43190-0000	
INV-021691	UB Subscription December 2025	118.37	10/02/2025	100-430-3245-43190-0000	
INV-021691	Enterprise Connector Subscription Jan - Nov 2026	1,475.93	10/02/2025	100-000-0000-15500-0000	
INV-021691	Enterprise Connector Subscription December 2025	27.45	10/02/2025	609-497-9760-43190-0000	
INV-021691	UB Subscription Jan - Nov 2026	1,302.03	10/02/2025	100-000-0000-15500-0000	
INV-021691	Enterprise Connector Subscription December 2025	27.45	10/02/2025	603-496-9495-43190-0000	
INV-021691	UB Subscription December 2025	236.73	10/02/2025	603-496-9495-43190-0000	
INV-021691	Finance Suite Subscription Jan - Nov 2026	2,138.44	10/02/2025	601-000-0000-15500-0000	
INV-021691	UB Subscription December 2025	414.28	10/02/2025	601-494-9440-43190-0000	
INV-021691	Finance Suite Subscription December 2025	194.40	10/02/2025	609-497-9760-43190-0000	
INV-021691	Enterprise Connector Subscription Jan - Nov 2026	301.90	10/02/2025	601-000-0000-15500-0000	
INV-021691	UB Subscription December 2025	414.28	10/02/2025	602-495-9490-43190-0000	
INV-021691	Enterprise Connector Subscription Jan - Nov 2026	301.90	10/02/2025	603-000-0000-15500-0000	
INV-021691	Enterprise Connector Subscription December 2025	27.45	10/02/2025	601-494-9440-43190-0000	
INV-021691	Enterprise Connector Subscription Jan - Nov 2026	301.90	10/02/2025	602-000-0000-15500-0000	
INV-021691	Enterprise Connector Subscription Jan - Nov 2026	301.90	10/02/2025	609-000-0000-15500-0000	
INV-021691	Finance Suite Subscription Jan - Nov 2026	10,454.61	10/02/2025	100-000-0000-15500-0000	
INV-021691	UB Subscription Jan - Nov 2026	4,557.11	10/02/2025	602-000-0000-15500-0000	
INV-021691	Enterprise Connector Subscription December 2025	134.16	10/02/2025	100-410-1520-43190-0000	
INV-021691	Finance Suite Subscription December 2025	194.40	10/02/2025	603-496-9495-43190-0000	
	Check Total:	37,867.86			
Vendor: strke	Keith Streff			Check Sequence: 84	ACH Enabled: False
09232025	Potentially Dangerous Dog Hearing Officer Fee	350.00	10/02/2025	100-420-2100-43140-0000	
	Check Total:	350.00			
Vendor: strei	Streicher's Inc.			Check Sequence: 85	ACH Enabled: False
I1784390	Uniforms - Handcuffs & Handcuff Case	124.98	10/02/2025	100-420-2100-42180-0000	
I1784469	Uniforms - Mag Case - Officer Steele	49.99	10/02/2025	100-420-2100-42180-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
I1785342	Uniform - Hat - Steele	69.99	10/02/2025	100-420-2100-42180-0000	
I1785409	Uniforms - Turtleneck - Hegland	24.99	10/02/2025	100-420-2100-42180-0000	
	Check Total:	269.95			
Vendor: sumla 10724	Summer Lakes Beverage LLC Mix	214.50	10/02/2025	Check Sequence: 86 609-497-9760-42540-0000	ACH Enabled: True
	Check Total:	214.50			
Vendor: terge Pay App #10 Pay App #10	Terra General Contractors, LLC Pay App #10 - Turf Facility Labor Pay App #10 - Turf Facility Material	578,122.34 450,839.62	10/02/2025 10/02/2025	Check Sequence: 87 410-450-5200-45200-2201 410-450-5200-45200-2201	ACH Enabled: True
	Check Total:	1,028,961.96			
Vendor: onene D-511337	theipguys.net LLC Monthly Fiber Data And Analog Services Octobe	1,390.93	10/02/2025	Check Sequence: 88 100-410-1330-43250-0000	ACH Enabled: False
	Check Total:	1,390.93			
Vendor: verwi 6122658741	Verizon Wireless Services, LLC PD - September Verizon Wireless	1,935.02	10/02/2025	Check Sequence: 89 100-420-2100-43250-0000	ACH Enabled: True
	Check Total:	1,935.02			
Vendor: vinin 0381561-IN 0381561-IN	Vinocopia Inc Wine Liquor	392.00 1,812.25	10/02/2025 10/02/2025	Check Sequence: 90 609-497-9760-42530-0000 609-497-9760-42510-0000	ACH Enabled: True
	Check Total:	2,204.25			
Vendor: grain 9650746341	W.W. Grainger, Inc. 15E449 Trash Bag 44 Gal Black PK100	253.28	10/02/2025	Check Sequence: 91 100-450-5200-42100-0000	ACH Enabled: True
	Check Total:	253.28			
Vendor: watco 152697 152698	Watson Company RAC Concessions And Supplies NCP Concessions	875.05 61.18	10/02/2025 10/02/2025	Check Sequence: 92 205-450-5205-42550-0000 100-450-5120-42550-0000	ACH Enabled: True

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	936.23			
Vendor: webal	Webaloo LLC			Check Sequence: 93	ACH Enabled: True
13598-17647	Communications Consultant 9/8/25 - 9/12/25	195.00	10/02/2025	100-410-1325-43100-0000	
13598-17651	Communications Consultant 9/15/25 - 9/19/25	292.50	10/02/2025	100-410-1325-43100-0000	
	Check Total:	487.50			
Vendor: weswh	Westside Wholesale Tire & Supply			Check Sequence: 94	ACH Enabled: True
970758	#40-012 Tourador TD966 CS Drive	672.16	10/02/2025	602-495-9490-42103-0000	
970758	#40-012 FET Credit	-50.56	10/02/2025	602-495-9490-42103-0000	
	Check Total:	621.60			
Vendor: xcele	Xcel Energy			Check Sequence: 95	ACH Enabled: False
51-6488907-4	Towers & Wells Electric Service August	21,790.84	10/02/2025	601-494-9440-43810-0000	
	Check Total:	21,790.84			
Vendor: xcele	Xcel Energy			Check Sequence: 96	ACH Enabled: False
51-9712220-4	Streetlights-Metered August	892.39	10/02/2025	100-430-3120-43160-0000	
51-9712220-4	Streetlights-Unmetered August	8,110.54	10/02/2025	100-430-3120-43160-0000	
	Check Total:	9,002.93			
Vendor: ziein	Ziegler, Inc.			Check Sequence: 97	ACH Enabled: True
IN002075730	Elements & Filter	429.44	10/02/2025	100-430-3000-42103-0000	
IN002079435	Filters & Elements	377.37	10/02/2025	100-430-3000-42103-0000	
IN002079435	Filters & Elements	377.37	10/02/2025	100-450-5200-42103-0000	
IN002082942	(2) Element Kits	60.92	10/02/2025	100-450-5200-42103-0000	
	Check Total:	1,245.10			
	Total for Check Run:	1,524,295.59			
	Total of Number of Checks:	97			

September 2025 US Bank P-Card Allocations									
Vendor		Account				Amount	Fiscal Year	Description	
VCO*MINNESOTA TRANSPOR	100	410	1110	44360	0000	600.00	2025	Transp. Alliance Conference Resistration - Cote	
VCO*MINNESOTA TRANSPOR	100	410	1110	44360	0000	600.00	2025	Transp. Alliance Conference Resistration - Brockman	
VCO*MINNESOTA TRANSPOR	100	410	1110	44360	0000	600.00	2025	Transp. Alliance Conference Resistration - Stahmer	
AMERICAN AIR0010633379131	100	410	1110	44360	0000	40.34	2025	DC Flight, Transp. Alliance Conference - Brockman	
AMERICAN AIR0012268111797	100	410	1110	44360	0000	472.97	2025	DC Flight, Transp. Alliance Conference - Brockman	
AMERICAN AIR0010633379130	100	410	1110	44360	0000	40.34	2025	DC Flight, Transp. Alliance Conference - Cote	
AMERICAN AIR0010633379132	100	410	1110	44360	0000	16.61	2025	DC Flight, Transp. Alliance Conference - Stahmer	
AMERICAN AIR0012268111796	100	410	1110	44360	0000	472.97	2025	DC Flight, Transp. Alliance Conference - Cote	
AMERICAN AIR0012268111795	100	410	1110	44360	0000	472.97	2025	DC Flight, Transp. Alliance Conference - Stahmer	
SAMS CLUB #6254	100	410	1325	42100	0000	30.29	2025	Paper towels for CH	
WWW.SIRIUSCOM.COM	100	410	1325	43190	0000	65.00	2025	Administration Office G3 licenses - 5 licenses - July	
SITEGROUND HOSTING	100	410	1325	43190	0000	539.88	2025	Cityofrogers.org (Rogersmn.gov) - GoGeek Hosting renewal	
SITEGROUND HOSTING	100	410	1325	43190	0000	21.99	2025	Cityofrogers.org (Rogersmn.gov) - Domain.org renewal	
SITEGROUND HOSTING	100	410	1325	43190	0000	24.00	2025	Cityofrogers.org (Rogersmn.gov) - Domain ID Protect renewal	
MAILCHIMP	100	410	1325	43190	0000	45.00	2025	Monthly email list serve	
SWIFTYPE, INC.	100	410	1325	43190	0000	79.00	2025	Search engine widget for website	
VECTEEZY * PRO	100	410	1325	43190	0000	20.67	2025	Graphics for city website, social, and newsletter	
SMK*WUFOO.COM CHARGE	100	410	1325	43190	0000	399.00	2025	Website submission forms subscription - 9/4/25 -9/4/26	
VZWRLLS*APOCC VISB	100	410	1325	43250	0000	207.00	2025	Administration Dept Cell Phones - Aug	
CUB FOODS- ROGERS	100	410	1325	44360	0000	20.22	2025	Staff training snack foods	
MINNESOTA ASSOC OF GOVERN	100	410	1325	44360	0000	155.00	2025	Communication Training Conference - MAGC	
DUNKIN #358658	100	410	1325	44360	0000	19.12	2025	Social media staff meeting/training refreshments - 8/25/25	
AMAZON RETA* DQ10B4B23	100	410	1330	42010	0000	195.09	2025	HDMI Adapters and USB-C ethernet adapters	
LUXAFOR	100	410	1330	42010	0000	152.08	2025	Teams notification - luxafor	
AMAZON MKTPL*062P259L3	100	410	1330	42010	0000	31.92	2025	Spare USB hubs	
ZOOM.COM 888-799-9666	100	410	1330	43190	0000	126.97	2025	Zoom licenses - September	
WWW.SIRIUSCOM.COM	100	410	1330	43190	0000	1,770.20	2025	Office 365 licenses - July	
WWW.SIRIUSCOM.COM	100	410	1330	43190	0000	683.02	2025	Intune Project - July	
WWW.SIRIUSCOM.COM	100	410	1330	43190	0000	129.00	2025	IS Office 365 G3 and copilot licenses - 3 - July	
COMCAST / XFINITY	100	410	1330	43250	0000	0.03	2025	Internet Service - IS - August	
WWW.SIRIUSCOM.COM	100	410	1330	43250	0000	708.32	2025	Teams Phones and shared Devices - July - Aug	
VZWRLLS*APOCC VISB	100	410	1330	43250	0000	124.20	2025	IS Cell Phones - Aug	
COMCAST / XFINITY	100	410	1330	43250	0000	150.00	2025	Internet Service - IS - Sept	
ACCELEBRATE, LLC	100	410	1330	44360	0000	2,495.00	2025	Staff computer training	
ACCELEBRATE, LLC	100	410	1330	44360	0000	2,495.00	2025	Staff computer training	
AMAZON MKTPL*U13V90BA3	100	410	1520	42010	0000	49.77	2025	Spare Laptop Power supply	
AMAZON MKTPL*NU2H42C53	100	410	1520	42010	0000	49.77	2025	Spare Laptop Power supply	
AMAZON MKTPLPLACE PMTS	100	410	1520	42010	0000	(49.77)	2025	Spare Laptop Power supply - Refund	
AMAZON MKTPL*BG9HP5PL3	100	410	1520	42010	0000	79.98	2025	Spare Laptop Power supply	
AMAZON MKTPLPLACE PMTS	100	410	1520	42010	0000	(49.77)	2025	Spare Laptop Power supply - Refund	
WWW.SIRIUSCOM.COM	100	410	1520	43190	0000	125.00	2025	Finance Office G3 - 5 licenses, 2 copilot - July	
AURORA TRAINING ADVANTAG	100	410	1520	44360	0000	199.00	2025	Training - Navigating "No Tax on Overtime Rule" - Pettis & Poythress	
TARGET 00014563	100	410	1520	44360	0000	19.34	2025	Finance Clerk's Meeting Supplies - 09/10/2025	
PAYPAL *COURSE	100	410	1520	44360	0000	142.20	2025	Training - Master 1099 Compliance With OBBA Updates - A. Solum	
WWW.SIRIUSCOM.COM	100	410	1910	43190	0000	39.00	2025	Community dev. Office 365 G3 - 3 licenses - July	
BLUEBEAM INC.	100	410	1910	43190	0000	582.50	2025	Henderson, Burtness Bluebeam license 9/7/25 - 9/6/25 Revu Standard, Revu CAD, AECO Renewals	
VZWRLLS*APOCC VISB	100	410	1910	43250	0000	124.20	2025	Community Development - Aug	
URBAN LAND INSTITUTE	100	410	1910	44330	0000	264.00	2025	UII Annual Membership Fee - B. Angell	
NAIOP MINNESOTA	100	410	1910	44360	0000	80.00	2025	NAIOP Development Event Registration	
SENSIBLE LAND USE COALITI	100	410	1910	44360	0000	58.00	2025	SLUC Housing Event Registration	
I-94 W CHAMBER OF COMMERC	100	410	1910	44360	0000	375.00	2025	I-94 Chamber Sponsor (Bronze) & Registration	
AMAZON RETA* F15511UA3	100	410	1940	42102	0000	4.61	2025	Toilet Bowl Cleaner - CH	
AMAZON RETA* F15511UA3	100	410	1940	42102	0000	8.60	2025	Toilet Bowl Cleaner - CR	
AMAZON MKTPL*YTSOS47V3	100	410	1940	42102	0000	34.85	2025	Water Fountain Filters - CR	
VZWRLLS*APOCC VISB	100	410	1940	43250	0000	82.80	2025	Custodian - Aug	
4TE*COMMERS CONDITIONED W	100	410	1940	43820	0000	24.95	2025	Water service at City Hall - August	
CENTERPOINTENERGY MN GAS	100	410	1940	43830	0000	170.60	2025	Centerpoint Energy-CR August	
CENTERPOINTENERGY MN GAS	100	410	1940	43830	0000	30.30	2025	Hassan Town Hall Gas - July 2025	
AMAZON MKTPL*678U8QD3	100	410	1941	42010	0000	23.99	2025	Razer HDMI/Display Port Adapter	
AMAZON.COM*4M25K0TJ3	100	410	1941	42100	0000	25.82	2025	Paper & Folders for Rental Packets	
AMAZON.COM*4V2GE42X3	100	410	1941	42100	0000	77.33	2025	Paper & Folders for Rental Packets	
AMAZON RETA* F15511UA3	100	410	1941	42102	0000	15.36	2025	Toilet Bowl Cleaner - EC	
1000BULBS.COM	100	410	1941	42102	0000	287.68	2025	LED Drivers for EC	
AMAZON MKTPL*YTSOS47V3	100	410	1941	42102	0000	62.24	2025	Water Fountain Filters - EC	
WWW.SIRIUSCOM.COM	100	410	1941	43190	0000	6.50	2025	Schmiedlin G3 license (1/2) - July	
COMCAST / XFINITY	100	410	1941	43250	0000	0.03	2025	Analog, Internet and TV service - Event Center - August	
VZWRLLS*APOCC VISB	100	410	1941	43250	0000	20.70	2025	Community Room Cell Phone - Aug	
COMCAST / XFINITY	100	410	1941	43250	0000	78.88	2025	Analog, Internet and TV service - Event Center - Sept	
CENTERPOINTENERGY MN GAS	100	410	1941	43830	0000	221.86	2025	Gas - Event Center August	
AMAZON RETA* XM8BR8OK3	100	410	1950	42000	0000	6.51	2025	Coffee Creamer	
PAYPAL *VEHICLENTS VEHIC	100	410	1950	42105	0000	6,388.00	2025	Automatic Traffic Counters	
WWW.SIRIUSCOM.COM	100	410	1950	43190	0000	39.00	2025	Engineering G3 licenses: Bendiske, Albers, Williams - July	
BLUEBEAM INC.	100	410	1950	43190	0000	285.00	2025	Albers, Williams Bluebeam license 9/7/25 - 9/6/25 Revu Standard, Revu CAD, AECO Renewals	
BLUEBEAM INC.	100	410	1950	43190	0000	476.67	2025	Bendiske Bluebeam license 8/25/25 - 9/6/25 AECO Renewal	
VZWRLLS*APOCC VISB	100	410	1950	43250	0000	186.30	2025	Engineering Cell Phone - Aug	
PAYPAL *IQBAR COSTC	100	420	2100	36233	0000	50.97	2025	Accidental Charge	
AMAZON.COM*9ROLU10B3	100	420	2100	42000	0000	81.75	2025	Office Supplies - Pens	
TARGET 00006643	100	420	2100	42100	0000	21.69	2025	Phone Charger	
AMAZON MKTPL*FK1AF6VU3	100	420	2100	42100	0000	15.98	2025	Paper Towels	
AMAZON.COM*9ROLU10B3	100	420	2100	42100	0000	19.48	2025	Batteries for Key Fobs	
AMAZON MKTPL*YTSOS47V3	100	420	2100	42102	0000	62.24	2025	Water Fountain Filters - PD	
AMAZON MKTPL*L44PS1FV3	100	420	2100	42102	0000	9.99	2025	Back of Door Hooks	
RESCUE PHONE	100	420	2100	42105	0000	1,850.00	2025	Negotiations Equipment - Cellular Response Console	
AMAZON.COM*O33LP2B03	100	420	2100	42105	0000	49.99	2025	Air Purifier - SRO Office	
ELITE K9 INC 2	100	420	2100	42107	0000	16.95	2025	Panel for K9 Ares Collar	
CHEWY.COM	100	420	2100	42107	0000	94.99	2025	K9 Ares Dog Food	
BPH2832900CAPL MN0040	100	420	2100	42120	0000	10.00	2025	Fuel - Search Warrant served in Staples	
HOLIDAY STATIONS 0368	100	420	2100	42120	0000	51.03	2025	Fuel for DTF Vehicle	
KWIK TRIP #1014	100	420	2100	42120	0000	48.50	2025	Fuel for DTF Vehicle	
BPH2011000PRINCETON BP	100	420	2100	42120	0000	24.87	2025	Squad 6844 Fuel	
BPH2011000PRINCETON BP	100	420	2100	42120	0000	58.01	2025	Squad 6844 Fuel	
CENEX-BRADY'S SERVICE CE	100	420	2100	42120	0000	30.43	2025	Squad 6831 Fuel	
CENEX ZIP TRIP	100	420	2100	42120	0000	51.25	2025	Squad 6831 Fuel	
AMAZON MKTPL*SY40M1BW3	100	420	2100	42170	0000	360.86	2025	Med Bag for Squad 6853	
AMAZON MKTPL*7B5X510V3	100	420	2100	42170	0000	100.00	2025	Medical Bags	

September 2025 US Bank P-Card Allocations									
Vendor	Account					Amount	Fiscal Year	Description	
AMAZON MKTPL*FD89827A3	100	420	2100	42170	0000	2,165.16	2025	Medical Bags	
THERAPYNOTES, LLC	100	420	2100	43190	0000	59.00	2025	Social Worker database subscription - September	
WWW.SIRIUSCOM.COM	100	420	2100	43190	0000	442.00	2025	Police Office G3 licenses - 34 licenses - July	
CANVA* I04628-3619732	100	420	2100	43190	0000	49.86	2025	Canva Teams - Additional user for online graphic design tool	
COMCAST / XFINITY	100	420	2100	43210	0000	0.06	2025	Analog and TV Service - Police - August	
COMCAST / XFINITY	100	420	2100	43210	0000	200.85	2025	Analog and TV Service - Police - Sept	
VZWRLSS*APOCC VISB	100	420	2100	43250	0000	1,502.77	2025	Police Department Cell Phones - Aug	
CIELO CAR WASH IV LLC	100	420	2100	44040	0000	40.50	2025	Beck car wash - Squad 6845	
MISTER CAR WASH #1601	100	420	2100	44040	0000	35.88	2025	Squad 6845 car wash plan	
MISTER CAR WASH #1601	100	420	2100	44040	0000	35.88	2025	Squad 6831 car wash plan	
MISTER CAR WASH #1601	100	420	2100	44040	0000	35.88	2025	Squad 6844 car wash plan	
CIELO CAR WASH IV LLC	100	420	2100	44040	0000	48.95	2025	Squad 6831 car wash	
APPLE.COM/BILL	100	420	2100	44330	0000	2.99	2025	iCloud Storage Subscription for work cell	
SUBWAY 16984	100	420	2100	44360	0000	33.90	2025	Lunch - Firearms Training - Bateman, Nelson	
MCDONALD'S F3524	100	420	2100	44360	0000	21.35	2025	Lunch while covering Mpls Detail	
MAC PARKING RESERVATIONS	100	420	2100	44360	0000	126.97	2025	Airport Parking - Wills/Beck - Axon Summit	
DELTA AIR BAGGAGE FEE	100	420	2100	44360	0000	35.00	2025	Delta baggage fee - Beck - Axon Summit	
SUBWAY 16984	100	420	2100	44360	0000	15.13	2025	Lunch - Firearms Training	
BCA TRAINING EDUCATION	100	420	2100	44360	0000	600.00	2025	BCA - Leadership Training Courses x 2	
SUBWAY 16984	100	420	2100	44360	0000	34.55	2025	Training - Lunch - Annadale Shoot - Dupic, Campbell, Wilhoite	
DELTA AIR 0062360387181	100	420	2100	44360	0000	356.97	2025	IACP Conference Travel	
ALLIANZ TRAVEL INS	100	420	2100	44360	0000	25.88	2025	IACP Conference Travel	
GOVERNMENT CENTER PARKING	100	420	2100	44360	0000	5.00	2025	Downtown Parking - HennCoAttyOffice	
SUBWAY 16984	100	420	2100	44360	0000	9.01	2025	Lunch - Firearms Training	
BCA TRAINING EDUCATION	100	420	2100	44360	0000	75.00	2025	BCA Training - DMT Recertification	
SUBWAY 16984	100	420	2100	44360	0000	14.06	2025	Lunch - Firearms Training	
MCDONALD'S F33719	100	420	2100	44360	0000	15.85	2025	Lunch - Firearms Training	
IN *MINNESOTA CANINE CONS	100	420	2100	44360	0000	450.00	2025	K9 Tracking Seminar Training	
SUBWAY 16984	100	420	2100	44360	0000	13.52	2025	Lunch - Firearms Training	
SUBWAY 16984	100	420	2100	44360	0000	14.80	2025	Lunch - Firearms Training	
SUBWAY 16984	100	420	2100	44360	0000	11.05	2025	Lunch - Firearms Training	
GOVERNMENT CENTER PARKING	100	420	2100	44360	0000	4.00	2025	Parking - HC Jail - Search Warrant Service	
SUBWAY 16984	100	420	2100	44360	0000	25.97	2025	Lunch - Training - Use of Force - Tushar, Role Player	
BCA TRAINING EDUCATION	100	420	2100	44360	0000	75.00	2025	BCA Training - DMT Recertification	
SUBWAY 16984	100	420	2100	44360	0000	22.77	2025	Lunch - Firearms Training - Wegner, Herold	
SUBWAY 16984	100	420	2100	44360	0000	45.37	2025	Lunch - Firearms Training - Weigman, DeMorett, Role Player	
KWIK TRIP #149	100	420	2100	44360	0000	11.56	2025	Training Lunch - Driving School	
FACEBK *EBX6RZ4NG2	100	420	2100	44362	0000	8.34	2025	Boosted FB Ad for CSO Recruitment for RPD	
FACEBK *8NK2VQNG2	100	420	2100	44362	0000	22.04	2025	Boosted FB Ad for CSO Recruitment for RPD	
THE TEE HIVE	100	420	2100	44385	0000	127.70	2025	CPA Apparel	
AMAZON MKTPL*L44P51FV3	100	420	2100	44385	0000	38.52	2025	CPA Binders	
AMAZON MKTPL*FK1AF6VU3	100	420	2100	44385	0000	3.99	2025	CPA - Name Tag/Badge Holders	
CUB FOODS- ROGERS	100	420	2100	44385	0000	38.56	2025	CPA Supplies - Coffee/Plates	
CVS/PHARMACY #04696	100	420	2210	36233	0000	34.55	2025	Accidental purchase	
AMAZON.COM*552KW1P63	100	420	2210	42000	0000	39.48	2025	Copy Paper 8.5x11	
AMAZON MKTPL*ZU9A67U23	100	420	2210	42000	0000	13.49	2025	Label Maker Tape	
CANVA* I04629-50461224	100	420	2210	42000	0000	31.50	2025	Business Cards-Bebeau	
THE HOME DEPOT #2844	100	420	2210	42070	0000	34.65	2025	Wood for forcible entry prop.	
O'REILLY 1952	100	420	2210	42100	0000	10.99	2025	Tire Shine	
COSTCO WHSE #0648	100	420	2210	42100	0000	103.84	2025	Bottle drinking water Station 1	
COSTCO WHSE #0648	100	420	2210	42100	0000	79.84	2025	Bottle drinking water Station 2	
AMAZON MKTPL*Z50619UT3	100	420	2210	42100	0000	9.49	2025	Tamper Seals	
AMAZON MKTPL*MW1O79KY3	100	420	2210	42100	0000	7.59	2025	Ball Chain Loop Connectors	
AMAZON MKTPL*TW05A5S23	100	420	2210	42100	0000	39.94	2025	Otterbox-Ch1	
AMAZON MKTPL*2E1E06D43	100	420	2210	42100	0000	31.88	2025	USB Drives	
AMAZON RETA* F15511UA3	100	420	2210	42102	0000	6.76	2025	Toilet Bowl Cleaner - FD1	
AMAZON MKTPL*YT50S47V3	100	420	2210	42102	0000	62.25	2025	Water Fountain Filters - FS2	
AMAZON MKTPL*YT50S47V3	100	420	2210	42102	0000	27.39	2025	Water Fountain Filters - FS1	
AMAZON MKTPL*HD6TR6LH3	100	420	2210	42102	0000	218.89	2025	Laundry Tub-St 1	
AMAZON MKTPL*Z29GY4UX3	100	420	2210	42103	0000	18.57	2025	Light Bulbs	
AMAZON MKTPL*A48623P63	100	420	2210	42103	0000	19.88	2025	12" Shock Struts for Tool Box	
DASH MEDICAL GLOVES	100	420	2210	42170	0000	720.00	2025	Medical Gloves	
AMAZON MKTPL*377GN1I53	100	420	2210	42180	0000	65.00	2025	Duty Pants-Arzapalo	
AMAZON MKTPL*XX5XD5LQ3	100	420	2210	42180	0000	49.39	2025	Duty Pants-Beehler (returned)	
AMAZON MKTPL*YQ8387823	100	420	2210	42180	0000	58.50	2025	Duty Pants-Beehler (returned)	
ONSTAR, LLC	100	420	2210	43190	0000	22.99	2025	OnStar Subscription '25 Silverado-Ch1	
WWW.SIRIUSCOM.COM	100	420	2210	43190	0000	798.38	2025	Office 365 licenses for 38 fire fighters - July	
WWW.SIRIUSCOM.COM	100	420	2210	43190	0000	78.00	2025	Fire Office G3 Lic - Patrick, Jeff, Jason, Ashley, kaari, A/ Fire Chief - Jul	
BLUEBEAM INC.	100	420	2210	43190	0000	476.67	2025	Albers Bluebeam license 8/25/25 - 9/6/25 AECO Renewal	
COMCAST / XFINITY	100	420	2210	43210	0000	0.03	2025	Station 2 TV service - August	
COMCAST / XFINITY	100	420	2210	43210	0000	84.24	2025	Station 2 TV service - Sept	
VZWRLSS*APOCC VISB	100	420	2210	43250	0000	207.00	2025	Fire Dept cell phones - Aug	
CENTERPOINTENERGY MN GAS	100	420	2210	43830	0000	416.11	2025	Centerpoint Energy-Fire Dept St 2 August	
CENTERPOINTENERGY MN GAS	100	420	2210	43830	0000	134.05	2025	Centerpoint Energy-Fire Dept ST 1 August	
O'REILLY 1952	100	420	2210	44040	0000	6.79	2025	Mini light Bulb	
MISTER CAR WASH #1601	100	420	2210	44040	0000	35.88	2025	Tahoe Car Wash Pass	
MISTER CAR WASH #1601	100	420	2210	44040	0000	35.88	2025	CH1-'25 Silverado Car Wash Pass	
CK HOLIDAY # 06405	100	420	2210	44040	0000	5.50	2025	Squad/Rescue Car Wash	
MISTER CAR WASH #1601	100	420	2210	44040	0000	35.88	2025	SQ3 Car Wash Pass	
MISTER CAR WASH #1601	100	420	2210	44040	0000	35.88	2025	DFM-'25 Colorado Car Wash Pass	
WWW COSTCO COM	100	420	2210	44330	0000	65.00	2025	Costco Membership	
MINNESOTA STATE FIRE CHIE	100	420	2210	44360	0000	325.00	2025	MSFCA Conference	
AMAZON MKTPL*2W1UJ62G3	100	420	2210	44360	0000	279.99	2025	Instructor I Book x3 Beach, Skomra, Carlson	
MEDICTESTS.COM	100	420	2210	44360	0000	34.00	2025	EMT Prep Tests Subscription Monthly - Grandlund	
AMAZON.COM*PL1R66NH3	100	420	2210	44360	0000	95.50	2025	Instructor I Book Gedatus	
AMAZON.COM*YI4F628J3	100	420	2210	44360	0000	95.50	2025	Instructor I Book Parker	
FSP BOOKS, INC	100	420	2210	44360	0000	123.00	2025	FAO Aerial Test Prep Books x2	
AMAZON.COM*YC4C575N3	100	420	2210	44360	0000	95.50	2025	Instructor I Book Dunleavy	
AMAZON MKTPL*NZ13I0LZ3	100	420	2210	44360	0000	84.89	2025	Officer I Book J. Ende	
AMAZON.COM*6320U0O93	100	420	2210	44360	0000	95.46	2025	Instructor I Book Hertwig	
AMAZON MKTPL*2H9Y409A3	100	420	2210	44360	0000	123.06	2025	EMR Book	
MINNESOTA STATE FIRE CHIE	100	420	2210	44360	0000	325.00	2025	MSFCA Conference	
ALERT ALL CORP	100	420	2210	44385	0000	930.00	2025	Fire hats for pub ed events	
CUB FOODS- ROGERS	100	420	2210	44385	0000	29.80	2025	Water for open house +50 donation	
SQ *CARNIVORIUM	100	420	2210	44385	0000	257.00	2025	Event Staff Lunch-RFD Open House	

September 2025 US Bank P-Card Allocations									
Vendor		Account				Amount	Fiscal Year	Description	
LPY*DIMAGIO'S PIZZA	100	420	2210	44385	0000	42.50	2025	MGFD Duty Crew Lunch-Staffing City for RFD Open House	
SUPPLYHOUSE.COM	100	420	2230	42100	0000	217.60	2025	Smoke alarm purchase	
AMAZON MKTPL*HI7TM2IA3	100	420	2230	42100	0000	21.33	2025	Stamps & Stamp Pads-Open House	
AMAZON MKTPL*KO1AR2QX3	100	420	2230	42100	0000	15.19	2025	Height Stick-Car Seat Installation	
NFPA NATL FIRE PROTECT	100	420	2230	43190	0000	141.06	2025	NFPA link subscription 1 year	
NATIONAL REGISTRY EMT	100	420	2230	44360	0000	104.00	2025	Kaari NREMT test-retake	
WORKBOOT OUTLET	100	420	2400	42106	0000	153.74	2025	Boots for T. Fadden	
CARHARTT	100	420	2400	42106	0000	580.47	2025	Jackets (3) - T. Fadden , W. Weicht & C. Hansen	
WWW.SIRIUSCOM.COM	100	420	2400	43190	0000	39.00	2025	Building G3 License - Hansen, Weicht, Fadden - July	
BLUEBEAM INC.	100	420	2400	43190	0000	142.50	2025	Bldg Dept. Bluebeam licenses 9/7/25 - 9/6/25 Revu Standard, Revu CAD, AECO Renewals	
BLUEBEAM INC.	100	420	2400	43190	0000	476.67	2025	Fadden Bluebeam license 8/25/25 - 9/6/25 AECO Renewal	
VZWRLSS*APOCC VISB	100	420	2400	43210	0000	214.54	2025	Building Cell Phones - Aug	
MISTER CAR WASH #1601	100	420	2400	44040	0000	28.27	2025	Car Wash	
MISTER CAR WASH #1601	100	420	2400	44040	0000	35.88	2025	Car Wash	
O'REILLY 1952	100	420	2400	44040	0000	87.00	2025	Wiper Blades	
MISTER CAR WASH #1601	100	420	2400	44040	0000	28.27	2025	Car Wash	
U OF M CONTELEARNING OL	100	420	2400	44360	0000	320.00	2025	Continuing Ed. Soil Class - W. Weicht	
AMAZON RETA* XM8BR8OK3	100	430	3000	42000	0000	6.52	2025	Coffee Creamer	
AMAZON RETA* F15511UA3	100	430	3000	42102	0000	10.75	2025	Toilet Bowl Cleaner - PW	
AMAZON MKTPL*YT5OS47V3	100	430	3000	42102	0000	62.24	2025	Water Fountain Filters -PW	
AMAZON MKTPL*A94JF9ZH3	100	430	3000	42102	0000	248.67	2025	Centerpull Paper Towels for PW	
WWW.SIRIUSCOM.COM	100	430	3000	43190	0000	91.00	2025	PW G3 License, 8 licenses - July	
BLUEBEAM INC.	100	430	3000	43190	0000	142.50	2025	Cote Bluebeam license 9/7/25 - 9/6/25 Revu Standard, Revu CAD, AECO Renewals	
MITCHELL SNAP ON US	100	430	3000	43190	0000	1,233.51	2025	Truck diagnostic software	
VZWRLSS*APOCC VISB	100	430	3000	43250	0000	149.90	2025	PW Cell Phone - Aug	
MNAWWA.ORG* REG4HYQYOA	100	430	3000	44360	0000	350.00	2025	AWWA Conference	
LDS	100	430	3120	42103	0000	127.94	2025	New rubber fuel lines for 35-011	
SAMSClub.COM	100	450	5120	42550	0000	89.98	2025	Concessions Stock	
OPENAI *CHATGPT SUBSCR	100	450	5120	43190	0000	10.00	2025	ChatGPT Plus Subscription September	
WWW.SIRIUSCOM.COM	100	450	5120	43190	0000	13.00	2025	Bauer and Goodrich G3 license - July	
WWW.SIRIUSCOM.COM	100	450	5120	43190	0000	13.00	2025	Recreation -Hanson G3 license - July	
VZWRLSS*APOCC VISB	100	450	5120	43250	0000	41.40	2025	Recreation and Facilities Coordinator - Aug	
SQ *SQUARE PAID SERVICES	100	450	5120	44300	0000	35.00	2025	09/25 Square Location Fee Parks and Rec	
WWW.SIRIUSCOM.COM	100	450	5186	43190	0000	6.50	2025	Schmiedlin G3 license (1/2) - July	
VZWRLSS*APOCC VISB	100	450	5186	43250	0000	20.70	2025	Senior Center Cell Phone - Aug	
WAL-MART #2882	100	450	5186	43443	0000	163.62	2025	Helium tank, cupcakes, bingo prizes	
ETIX RETAIL	100	450	5186	43443	0000	180.00	2025	State Fair Tickets	
ETIX RETAIL	100	450	5186	43443	0000	150.00	2025	State Fair Tickets	
ETIX RETAIL	100	450	5186	43443	0000	60.00	2025	State Fair Tickets	
AMAZON MKTPL*SC01Q9PK3	100	450	5186	43443	0000	24.74	2025	Bingo Markers	
AMAZON MKTPL*AO4QP7YE3	100	450	5186	43443	0000	60.26	2025	Oktoberfest Craft	
AMAZON MKTPL*BD0MFOE33	100	450	5186	43444	0000	55.40	2025	Paper plates	
AMAZON MKTPL*Z10O09HW3	100	450	5186	43444	0000	36.35	2025	Salad fixings	
AMAZON MKTPL*SC01Q9PK3	100	450	5186	43444	0000	204.68	2025	Coffee, Filters, Goves, Bowls, Salad toppers	
DAVANNI'S #21 ROGERS	100	450	5186	43444	0000	144.72	2025	Senior Dining - Delivery	
AMAZON MKTPL*Y05FY4P93	100	450	5186	43444	0000	72.25	2025	Coffee Cups	
AMAZON PRIME*6W9UW6LN3	100	450	5186	44330	0000	6.52	2025	Alexa music	
AMAZON RETA* XM8BR8OK3	100	450	5200	42000	0000	6.52	2025	Coffee Creamer	
AMAZON MKTPL*LQ6YQ9FEW3	100	450	5200	42100	0000	55.96	2025	Replacement Basketball Net	
LEAP PRODUCTS	100	450	5200	42100	0000	1,985.15	2025	Replacement Backboards for Laurel Creek	
AMAZON MKTPL*GLOT57E53	100	450	5200	42100	0000	34.00	2025	Float Switch for irrigation	
SP K2AWARDS	100	450	5200	42100	0000	64.13	2025	Service Recognition Plaque - A. Heuvels	
AMAZON RETA* F15511UA3	100	450	5200	42102	0000	15.36	2025	Toilet Bowl Cleaner - NCP	
AMAZON RETA* F15511UA3	100	450	5200	42102	0000	30.72	2025	Toilet Bowl Cleaner - SCP (2x)	
AMAZON MKTPL*YT5OS47V3	100	450	5200	42102	0000	62.24	2025	Water Fountain Filters - SCP	
VZWRLSS*APOCC VISB	100	450	5200	43250	0000	82.80	2025	Parks Cell Phone - Aug	
CENTERPOINTENERGY MN GAS	100	450	5200	43830	0000	37.56	2025	Gas - SCP Storage August	
CENTERPOINTENERGY MN GAS	100	450	5200	43830	0000	33.96	2025	Gas - Splashpad August	
SQ *MINNESOTA FALL MAINTA	100	450	5200	44360	0000	45.00	2025	MN Fall Expo - S. Weltzin	
XCEL EZ-PAY FEE WEB	203	465	6500	44310	0000	6.59	2025	HWY 101 Digital Sign Electric Bill - August Convenience Fee	
XCEL EZ-PAY FEE WEB	203	465	6500	44310	0000	299.66	2025	HWY 101 Digital Sign Electric Bill - August	
AMAZON MKTPL*H92LQ1EO3	205	450	5205	42100	0000	74.08	2025	Rust Reformer primer	
AMAZON MKTPL*S18VN7A63	205	450	5205	42100	0000	16.99	2025	Insulation Glue	
AMAZON MKTPL*X46KO6JO3	205	450	5205	42100	0000	58.91	2025	Easels	
AMAZON MKTPL*GP0S09E33	205	450	5205	42100	0000	3.92	2025	Batteries	
SAMSClub.COM	205	450	5205	42550	0000	154.78	2025	Concessions Stock	
SAMSClub.COM	205	450	5205	42550	0000	404.74	2025	Concessions Stock	
THE WEBSTRAURANT STORE INC	205	450	5205	42550	0000	174.98	2025	Concessions Stock	
OPENAI *CHATGPT SUBSCR	205	450	5205	43190	0000	10.00	2025	ChatGPT Plus Subscription September	
WWW.SIRIUSCOM.COM	205	450	5205	43190	0000	13.00	2025	Bauer and Goodrich G3 license - July	
VZWRLSS*APOCC VISB	205	450	5205	43250	0000	82.80	2025	RAC Cell Phone - Aug	
RHS HOCKEY	205	450	5205	43420	0000	310.70	2025	2025 Royal Cup Open (RYHA) - Golf Hole Sponsorship	
SQ *JEN'S VENDING REPAIR	205	450	5205	44040	0000	905.00	2025	Vending Machine Repair - RAC	
SQ *SQUARE PAID SERVICES	205	450	5205	44300	0000	35.00	2025	09/25 Square Location Fee RAC	
FSP*SUGAR LAKE LODGE	205	450	5205	44360	0000	416.70	2025	Goodrich Fall Conference	
AMAZON MARK* 5T5D63V23	209	450	5207	42000	0000	6.98	2025	Badge Holder	
AMAZON MARK* 5T5D63V23	209	450	5207	42000	0000	(6.98)	2025	Badge Holder - Refunded	
AMAZON MARK* 5T5D63V23	209	450	5207	42010	0000	13.29	2025	Extra Laptop Charger	
AMAZON MARK* 5T5D63V23	209	450	5207	42010	0000	(13.29)	2025	Extra Laptop Charger - Refunded	
AMAZON MKTPL*H92LQ1EO3	209	450	5207	42100	0000	9.49	2025	Phone Case	
AMAZON MKTPL*L84XO2553	209	450	5207	42100	0000	31.98	2025	Phone Charger	
WWW.SIRIUSCOM.COM	209	450	5207	43190	0000	13.00	2025	Field house - Walters G3 License - July	
VZWRLSS*APOCC VISB	209	450	5207	43250	0000	54.86	2025	Field House - Operations Supervisor - Aug	
AUCTION MASTERS	410	450	5200	45200	2201	396.48	2025	Chair for mothers room - Turf Fac	
AMAZON MKTPL*TL7XE9XX3	410	450	5200	45200	2201	347.25	2025	Foaming soap dispensers - Turf Fac	
AMAZON RETA* XM8BR8OK3	601	494	9440	42000	0000	6.52	2025	Coffee Creamer	
AMAZON MKTPL*537NJ9883	601	494	9440	42100	0000	52.97	2025	Clip Boards for Well/Lift Station Reads	
AMAZON MKTPL*JP4AC1AF3	601	494	9440	42100	0000	98.61	2025	Clip Boards & File Holders for Wells/Lift Stn	
WWW.SIRIUSCOM.COM	601	494	9440	43190	0000	8.67	2025	Office G3 Licenses: Parker, Knapp - July	
BLUEBEAM INC.	601	494	9440	43190	0000	142.50	2025	Knapp Bluebeam License 9/7/25 - 9/6/25 Revu Standard, Revu CAD, AECO Renewals	
THE UPS STORE 5116	601	494	9440	43220	0000	18.34	2025	Ship Water Samples to MDH	
VZWRLSS*APOCC VISB	601	494	9440	43250	0000	82.80	2025	Water Cell Phone - Aug	
PAYPAL *OLSA TOOLS	601	494	9440	45500	0000	58.76	2025	35-047 Box Organizer (New Crane Truck)	
AMAZON RETA* XM8BR8OK3	602	495	9490	42000	0000	6.51	2025	Coffee Creamer	
AMAZON MKTPL*WN9SW9UG3	602	495	9490	42103	0000	330.50	2025	2 Backup Units for Liftstations	

September 2025 US Bank P-Card Allocations									
Vendor	Account					Amount	Fiscal Year	Description	
WWW.SIRIUSCOM.COM	602	495	9490	43190	0000	10.00	2025	Office G3 Licenses: Parker, Knapp - July	
BLUEBEAM INC.	602	495	9490	43190	0000	142.50	2025	Balcome Bluebeam License 9/7/25 - 9/6/25 Revu Standard, Revu CAD, AECO Renewals	
VZWRLSS*APOCC VISB	602	495	9490	43250	0000	82.80	2025	Sewer Cell Phone - Aug	
PAYPAL *OLSA TOOLS	602	495	9490	45500	0000	58.75	2025	35-047 Box Organizer (New Crane Truck)	
AMAZON RETA* XM8BR80K3	603	496	9495	42000	0000	6.51	2025	Coffee Creamer	
WWW.SIRIUSCOM.COM	603	496	9495	43190	0000	10.00	2025	Office G3 Licenses: Parker, Knapp - July	
BLUEBEAM INC.	603	496	9495	43190	0000	142.50	2025	Moen Bluebeam license 9/7/25 - 9/6/25 Revu Standard, Revu CAD, AECO Renewals	
AMAZON MARK* CA2U134P3	609	497	9760	42000	0000	17.70	2025	Paperclips, Stapler RWAS	
AMAZON RETA* LY0HS3UW3	609	497	9760	42000	0000	37.48	2025	Desktop Printing Calculator RWAS	
AMAZON MARK* LF7I95FE3	609	497	9760	42000	0000	9.25	2025	Pencil Holder RWAS	
AMAZON MARK* CA2U134P3	609	497	9760	42100	0000	10.87	2025	Fly Squatter RWAS	
AMAZON MARK* IW5EW41P3	609	497	9760	42100	0000	35.16	2025	Application Forms, Paper Towels, Ziploc Bags RWAS	
TARGET 00014563	609	497	9760	42100	0000	15.79	2025	Kitchen Trash Bags	
TARGET 00014563	609	497	9760	42100	0000	17.39	2025	Paper Towels	
BITTERMILK BOTTL FAIRE	609	497	9760	42540	0000	248.40	2025	Mix RWAS	
WWW.SIRIUSCOM.COM	609	497	9760	43190	0000	39.00	2025	Office G3 Licenses: Agnes, Johnson, Hyde - July	
VZWRLSS*APOCC VISB	609	497	9760	43250	0000	124.20	2025	Liquor Cell Phones - Aug	
TST*FURNITURE AND THINGS	609	497	9760	44360	0000	25.00	2025	MMBA Class RWAS	
CUB FOODS- ROGERS	609	497	9780	42100	0000	46.46	2025	Juice and Fruit Event Center	
AMAZON RETA* XV8WW9XP3	609	497	9780	42100	0000	65.92	2025	Glassware For Event Center	
CUB FOODS- ROGERS	609	497	9780	42100	0000	12.87	2025	Event Center Fruit	
HOLIDAY STATIONS 0405	609	497	9780	42540	0000	52.21	2025	Pop for Event Center	
TARGET 00014563	609	497	9780	42540	0000	121.03	2025	Pop and Juice For Event Center	
SQ *SQUARE PAID SERVICES	609	497	9780	44300	0000	35.00	2025	09/25 Square Location Fee Event Center	
	100	000	0000	36233	0000	(3,412.46)		2nd Quarter 2025 Purchasing Card Rebate	
	100	000	0000	10100	0000	(47,076.58)		September 2025 P-Card Allocations	
	203	000	0000	10100	0000	(306.25)		September 2025 P-Card Allocations	
	205	000	0000	10100	0000	(2,661.60)		September 2025 P-Card Allocations	
	209	000	0000	10100	0000	(109.33)		September 2025 P-Card Allocations	
	410	000	0000	10100	0000	(743.73)		September 2025 P-Card Allocations	
	601	000	0000	10100	0000	(469.17)		September 2025 P-Card Allocations	
	602	000	0000	10100	0000	(631.06)		September 2025 P-Card Allocations	
	603	000	0000	10100	0000	(159.01)		September 2025 P-Card Allocations	
	609	000	0000	10100	0000	(913.73)		September 2025 P-Card Allocations	
				Total		(53,070.46)			
				Payment Total		53,070.46			
				Difference		(0.00)			



STAFF REPORT

ROGERS CITY COUNCIL

Meeting Date: October 14, 2025

Agenda Item: 5.3

Subject: Approval of Application for Gambling Exempt Permit for CROSS Services to Conduct a Raffle on December 1, 2025 at Maynard's Restaurant Located at 21415 136th Avenue North

Prepared By: Stacie Brown, City Clerk

Recommended Council Action

Motion to approve a gambling permit for CROSS Services to conduct a raffle on December 1, 2025 at Maynard's Restaurant located at 21415 136th Avenue North in Rogers.

Overview / Background / Analysis

CROSS Services has submitted an application for a gambling permit to conduct a raffle on December 1, 2025 at Maynard's Restaurant located at 21415 136th Avenue North in Rogers.

Staff Recommendation

Motion to approve a gambling permit for CROSS Services to conduct a raffle on December 1, 2025 at Maynard's Restaurant located at 21415 136th Avenue North in Rogers.

Financial Impact:

Source Fund:

Budgeted? N/A

Supporting Documentation

None



STAFF REPORT

Meeting Date: October 14, 2025

ROGERS CITY COUNCIL

Agenda Item: 5.4

Subject: Approval of Application for Gambling Exempt Permit for Rogers High School Graduation Supporters to Conduct a Raffle on November 19, 2025 at Veit & Company Located at 14000 Veit Place

Prepared By: Stacie Brown, City Clerk

Recommended Council Action

Motion to approve a gambling permit for Rogers High School Graduation Supporters to conduct a raffle on November 19, 2025 at Veit & Company, Inc., located at 14000 Veit Place in Rogers.

Overview / Background / Analysis

Rogers High School Graduation Supporters has submitted an application for a gambling permit to conduct a raffle on November 19, 2025 at Veit & Company, Inc., located at 14000 Veit Place in Rogers.

Staff Recommendation

Motion to approve a gambling permit for Rogers High School Graduation Supporters to conduct a raffle on November 19, 2025 at Veit & Company, Inc., located at 14000 Veit Place in Rogers.

Financial Impact:

Source Fund:

Budgeted? N/A

Supporting Documentation

None



STAFF REPORT

Meeting Date: October 14, 2025

ROGERS CITY COUNCIL

Agenda Item: 5.5

Subject: Approval of Application for Gambling Exempt Permit for Rogers High School Girls Swim & Dive Booster Club to Conduct Bingo and a Raffle on November 22, 2025 at Broadway Bar & Pizza Located at 14040 Rogers Drive

Prepared By: Stacie Brown, City Clerk

Recommended Council Action

Motion to approve a gambling permit application for Rogers High School Girls Swim & Dive Booster Club to conduct bingo and a raffle on November 22, 2025 at Broadway Bar & Pizza, located at 14040 Rogers Drive.

Overview / Background / Analysis

Rogers High School Girls Swim & Dive Booster Club has submitted an application for a gambling permit to conduct bingo and a raffle on November 22, 2025 at Broadway Bar & Pizza, located at 14040 Rogers Drive.

Staff Recommendation

Motion to approve a gambling permit application for Rogers High School Girls Swim & Dive Booster Club to conduct bingo and a raffle on November 22, 2025 at Broadway Bar & Pizza, located at 14040 Rogers Drive.

Financial Impact:

Source Fund:

Budgeted? N/A

Supporting Documentation

None



STAFF REPORT

ROGERS CITY COUNCIL

Meeting Date: October 14, 2025

Agenda Item: 5.6

Subject: Directing the City Attorney to Prepare Findings of Fact for a Liquor Violation at Ripple Effect Brewing

Prepared By: Stacie Brown, City Clerk

Recommended Council Action

Motion to direct the City Attorney to prepare appropriate findings of fact and conclusion in support of the decision to suspend the Taproom On-Sale and Brewer Off-Sale licenses for North Star Brewing Company LLC, dba Ripple Effect Brewing Company for one day for a first violation within any three-year period and impose a civil penalty of \$500 for consideration at the next Council meeting.

Overview / Background / Analysis

The Rogers Police Department conducted an alcohol compliance check on August 13, 2025, and alcohol was served to a minor undercover/decoy at Ripple Effect Brewing Company. Advanced notice was sent to all alcohol establishments within the City that a compliance check will be forthcoming.

A state citation has already been issued to the individual server at the establishment. At this point, the Council needs to consider the following City Ordinance:

Sec 6-22 - Suspension And Revocation Of License

(a) The Council shall either suspend for a period not to exceed 60 days or revoke any liquor license upon finding that the licensee has failed to comply with any provision of this article or other applicable statute or regulation relating to liquor, as provided in subsection (b) below. Neither the charging of a criminal violation nor a criminal conviction is required in order for the Council to suspend or revoke a license. Except in cases of lapse of proof of financial responsibility, no suspension or revocation shall take effect until the licensee has been afforded an opportunity for a hearing pursuant to the Administrative Procedures Act, Minn. Stats. §§ 14.57—14.70, as it may be amended from time to time. The Council may act as the hearing body under the act, or it may contract with the office of hearing examiners for a hearing officer.

(b) The following are the suspension and revocation penalties that shall be imposed by the Council for violations of the provisions of this article or M.S. Ch. 340A, as it may be amended from time to time, or any rules promulgated under that chapter as they may be amended from time to time:

(1) For commission of a felony related to the licensed activity, sale of alcoholic beverages while the license is under suspension, sale of intoxicating liquor where the only license is for 3.2 percent malt liquor, the license shall be revoked.

(2) The licensee shall be penalized as set forth below after a finding by the City

Council that the licensee has failed to comply with any provision of this article or other applicable statute or regulation as set forth below:

- a. On-sale licenses set forth in section 6-10 and section 6-11 shall be suspended for at least one day for a first violation within any three-year period. Off-sale licenses set forth in section 6-10 and section 6-11 may be suspended, in the discretion of the City Council, for up to one day for a first violation within any three-year period.
- b. On-sale licenses set forth in section 6-10 and section 6-11 shall be suspended for at least three consecutive days for a second violation within any three-year period. Off-sale licenses set forth in section 6-10 and section 6-11 may be suspended, in the discretion of the City Council, for up to three consecutive days for a second violation within any three-year period.
- c. On-sale licenses set forth in section 6-10 and section 6-11 shall be suspended for at least seven consecutive days for a third violation within any three-year period. Off-sale licenses set forth in section 6-10 and section 6-11 may be suspended, in the discretion of the City Council, for up to seven consecutive days for a third violation within any three-year period.
- d. Both on-sale and off-sale licenses set forth in section 6-10 and section 6-11 shall be revoked for a fourth violation within any three-year period.

(3) The City Council shall select the day or days during which the license will be suspended.

Staff Recommendation

Motion to direct the City Attorney to prepare appropriate findings of fact and conclusion in support of the decision to suspend the Taproom On-Sale and Brewer Off-Sale licenses for North Star Brewing Company LLC, dba Ripple Effect Brewing Company for one day for a first violation within any three-year period and impose a civil penalty of \$500 for consideration at the next Council meeting.

Financial Impact:

Source Fund:

Budgeted? N/A

Supporting Documentation

None



STAFF REPORT

ROGERS CITY COUNCIL

Meeting Date: October 14, 2025

Agenda Item: 5.7

Subject: Directing the City Attorney to Prepare Findings of Fact for a Liquor Violation at Yanagi Sushi Restaurant, LLC

Prepared By: Stacie Brown, City Clerk

Recommended Council Action

Motion to direct the City Attorney to prepare appropriate findings of fact and conclusion in support of the decision to suspend the 3.2 On-Sale and Wine On-Sale licenses for Yanagi Sushi Restaurant, LLC, dba Yanagi Sushi for one day for a first violation within any three-year period and impose a civil penalty of \$500 for consideration at the next Council meeting.

Overview / Background / Analysis

The Rogers Police Department conducted an alcohol compliance check on August 13, 2025, and alcohol was served to a minor undercover/decoy at Yanagi Sushi Restaurant, LLC, dba Yanagi Sushi. Advanced notice was sent to all alcohol establishments within the City that a compliance check will be forthcoming.

A state citation has already been issued to the individual server at the establishment. At this point, the Council needs to consider the following City Ordinance:

Sec 6-22 - Suspension And Revocation Of License

(a) The Council shall either suspend for a period not to exceed 60 days or revoke any liquor license upon finding that the licensee has failed to comply with any provision of this article or other applicable statute or regulation relating to liquor, as provided in subsection (b) below. Neither the charging of a criminal violation nor a criminal conviction is required in order for the Council to suspend or revoke a license. Except in cases of lapse of proof of financial responsibility, no suspension or revocation shall take effect until the licensee has been afforded an opportunity for a hearing pursuant to the Administrative Procedures Act, Minn. Stats. §§ 14.57—14.70, as it may be amended from time to time. The Council may act as the hearing body under the act, or it may contract with the office of hearing examiners for a hearing officer.

(b) The following are the suspension and revocation penalties that shall be imposed by the Council for violations of the provisions of this article or M.S. Ch. 340A, as it may be amended from time to time, or any rules promulgated under that chapter as they may be amended from time to time:

(1) For commission of a felony related to the licensed activity, sale of alcoholic beverages while the license is under suspension, sale of intoxicating liquor where the only license is for 3.2 percent malt liquor, the license shall be revoked.

(2) The licensee shall be penalized as set forth below after a finding by the City

Council that the licensee has failed to comply with any provision of this article or other applicable statute or regulation as set forth below:

- a. On-sale licenses set forth in section 6-10 and section 6-11 shall be suspended for at least one day for a first violation within any three-year period. Off-sale licenses set forth in section 6-10 and section 6-11 may be suspended, in the discretion of the City Council, for up to one day for a first violation within any three-year period.
- b. On-sale licenses set forth in section 6-10 and section 6-11 shall be suspended for at least three consecutive days for a second violation within any three-year period. Off-sale licenses set forth in section 6-10 and section 6-11 may be suspended, in the discretion of the City Council, for up to three consecutive days for a second violation within any three-year period.
- c. On-sale licenses set forth in section 6-10 and section 6-11 shall be suspended for at least seven consecutive days for a third violation within any three-year period. Off-sale licenses set forth in section 6-10 and section 6-11 may be suspended, in the discretion of the City Council, for up to seven consecutive days for a third violation within any three-year period.
- d. Both on-sale and off-sale licenses set forth in section 6-10 and section 6-11 shall be revoked for a fourth violation within any three-year period.

(3) The City Council shall select the day or days during which the license will be suspended.

Staff Recommendation

Motion to direct the City Attorney to prepare appropriate findings of fact and conclusion in support of the decision to suspend the 3.2 On-Sale and Wine On-Sale licenses for Yanagi Sushi Restaurant, LLC, dba Yanagi Sushi for one day for a first violation within any three-year period and impose a civil penalty of \$500 for consideration at the next Council meeting.

Financial Impact:

Source Fund:

Budgeted? N/A

Supporting Documentation

None



STAFF REPORT

ROGERS CITY COUNCIL

Meeting Date: October 14, 2025

Agenda Item: 5.8

Subject: Approval of Items Related to the Duffy Main Street Development

- Development Agreement
- Senior Center Lease Agreement
- Subrecipient Grant Agreement
- 5th Amendment to the Purchase Agreement
- Utility, Parking, and Access Easement Agreement

Prepared By: Brett Angell, Community Development Director

Recommended Council Action

Motion to approve the Development Agreement, Senior Center Lease Agreement, Subrecipient Grant Agreement, 5th Amendment to the Purchase Agreement, and Utility, Parking and Access Easement Agreement related to the Duffy Main Street development, subject to the final review and approval by staff and the City Attorney.

Overview / Background / Analysis

As part of the previously approved 40-unit senior affordable development with attached senior center and small commercial space, all parties continue to push towards a closing. As a part of the development, this item includes numerous agreements corresponding to the development which have been drafted and negotiated via the developer and the city. The agreements and documents are further detailed below.

Development Agreement

The Development Agreement sets the responsibilities of the developer as it pertains to the overall construction of the proposed development. This agreement ties to the overall construction and any financial securities that are required. The overall land use plans were previously approved by the City Council and have been reviewed and approved by all applicable city or other regulatory agencies as required.

Senior Center Lease Agreement

As a component of the overall development, the Developer intends to construct a new space attached to the 40-unit senior development that will be leased and operated by the City of Rogers as a new Senior Center, as previously discussed. Per the terms of the lease agreement, the proposed lease has a term of 15 years with three additional five-year extension options (i.e. total term of up to 30 years). The lease is a \$0 annual lease, meaning there is not a charge for the use of the premise.

Subrecipient Grant Agreement

Over the course of the development being discussed, there have been numerous grant awards for this project. The grants include: Hennepin County Environmental Response Fund (ERF), Metropolitan Council Livable Communities Demonstration Account (LCDA), Metropolitan Council Tax Base Revitalization Account (TBRA), and Metropolitan Council Local Housing Initiatives Account (LHIA). Per the requirements of these grant programs, the city is technically the grantee and the funds flow from the granting agencies to the city and to the developer on a reimbursement nature. In order to ensure proper documentation and required expectations of each party, a subrecipient grant agreement has been drafted which would be between the city and developer. The proposed subrecipient grant agreement form would be used for each of the grants via separate documents for proper tracking and compliance reasons.

Fifth Amendment to the Purchase Agreement

In February 2025, the city entered into a new purchase agreement with Duffy Development which superseded previous purchase agreements as the development continues to progress closer to a closing. Since that time, there have been four amendments granted primarily allowing for short periods of additional time for the developer to finalize all financing related to the development and for the city and developer to complete all required documentation for the development. The proposed Fifth Amendment to the Purchase Agreement would add another 26 days to close, bringing the new date to November 14, 2025. This allows for the continued negotiation of any remaining documents. Please note, the proposed date as listed is a maximum date. There is the ability to close prior to that date, and it is both the desire of the city and developer to close as soon as possible.

Utility, Parking, and Access Easement Agreement

The easement agreement is a four-party agreement which includes the city, Duffy, W&W, and AS&W pertaining to access, parking, and utility rights for the area. This easement is contingent on a private agreement also being agreed to between Duffy and W&W but the language within the easement which the city is a signing party to has been reviewed and is acceptable.

Staff Recommendation

Staff recommends the approval of the Development Agreement, Senior Center Lease Agreement, Subrecipient Grant Agreement, 5th Amendment to the Purchase Agreement, and Utility, Parking and Access Easement Agreement related to the Duffy Main Street development, subject to the final review and approval by the City Attorney.

Financial Impact: Not applicable.

Source Fund: Not applicable.

Budgeted? N/A

Supporting Documentation

- A. Duffy Development Agreement
- B. Rogers Senior Center Lease

- C. Grant Subrecipient Agreement
- D. Fifth Amendment to the Purchase Agreement with Duffy
- E. Utility, Parking and Access Easement Agreement

[Torrens Cert#]
[Abstract Cert#]

**DEVELOPMENT AGREEMENT
DUFFY MAIN STREET SENIOR HOUSING**

THIS DEVELOPER’S AGREEMENT (“Agreement”) is made this October 13, 2025 by and between the City of Rogers, a municipal corporation under the laws of Minnesota (“City”), located at 22350 Diamond Lake Road, Rogers, Minnesota 55374, and Duffy Development Company, a Minnesota corporation, located at 12708 Wayzata Blvd, Suite 400, Minnetonka, MN 55305 (“Developer”).

RECITALS

A. The purpose of this Agreement is to set forth the general rights, obligations and duties of the City and the Developer with respect to the development in the City of a forty (40) unit senior residential multifamily housing development with attached senior center (“Development”), commonly known as “*Duffy Main Street Senior Housing*.”

B. The City will convey Lot 2, Block 1, Main Street Center to Developer for the Development. The Developer will ensure that the Main Street Center 2nd Addition plat, which re-plats Lot 2, Block 1, is fully executed and recorded simultaneous with recording of this Agreement. This Agreement addresses development of Lot 2, Block 1 and Outlot A of the Main Street Center 2nd Addition plat (“Subject Property”).

D. The City approved the Site Plan for the Development by Resolution No. 2023-04, adopted by the City Council January 4th, 2023 (the “City Approval”). The terms and conditions of the City Approval are incorporated into this Development Agreement by reference. Development of the Property shall be in conformance with this Agreement, City Code, and City Approval.

F. The City and the Developer now desire to enter into this Agreement setting forth certain requirements and obligations relating to the development of the Subject Property, including but not

limited to the execution and recording of certain instruments. This Agreement replaces and supersedes any previous oral agreements, understandings, or previous negotiations between the parties in relation to the Subject Property.

G. Pursuant to the Parking and Access Easement and Maintenance Agreement entered and recorded simultaneous with this Agreement (“Easement Agreement”), the terms and conditions of which are expressly incorporated herein by reference, the Developer or an affiliate (any such affiliate of the Developer hereinafter referred to as “Affiliate”) will improve a drive aisle and parking lot (“Access and Parking Improvements”) over the portion of the Subject Property platted as Outlot A, Main Street Center 2nd Addition (“Access and Parking Parcel”) to provide suitable access to Main Street and parking for the Development, certain properties adjacent to the Property, and the public.

H. The Parties hereby agree that the Access and Parking Parcel will be re-conveyed to the City upon completion of construction of the Access and Parking Improvements, subject to prior inspection by the City Engineer and acceptance by the City, to be dedicated for use of the general public and adjacent property owners. This future re-conveyance will be documented by such conveyance documents as deemed appropriate by the City Attorney.

I. Upon conveyance of the Subject Property to the Affiliate, the Subject Property and such Affiliate will remain subject to and bound by this Agreement without need for further approval or execution of an assignment or other instrument.

J. The City requires that the Developer and Affiliate (hereinafter referred to solely as “Developer”) perform work and install certain on and off-site improvements within the Subject Property, including construction of the Access and Parking Improvements on the Access and Parking Parcel, which work and improvements typically consist of the grading and erosion control, public utilities (sewer, water and storm sewer), streets, private utilities (gas, electric, and communications), sidewalks and trails, street signs and traffic control signs, lighting, boulevard landscaping, drainage swales, street cleaning, front yard trees, and wetland buffers, which improvements to the Subject Property shall be collectively referred to herein as the “Improvements.”

AGREEMENT

In consideration of each party’s promise as set forth in this Agreement, it is mutually agreed that the recitals above are incorporated herein and further as follows:

ARTICLE ONE CONSTRUCTION OF IMPROVEMENTS; EASEMENTS & RIGHTS OF ENTRY

1.01. Developer Responsible. The Developer has submitted its plans and specifications for the Development to the City for the City’s review and approval. Developer agrees to construct and pay for the Improvements required for development of the Subject Property, as described in plans and specifications approved by of the City Engineer or designee (“Approved Plans”). For the purpose of this Agreement, the Approved Plans shall include the Grading, Erosion Control, Storm Water/SWPPP

and Street and Utility Plan Sets set forth in Exhibit C. The Improvements shall be constructed in accordance with City specifications and the Approved Plans. Prior to beginning construction, the Developer or the Developer's engineer shall submit a copy of the Approved Plans to the Public Works Director and shall schedule a preconstruction meeting with all concerned parties, including City staff and engineers to review the program for construction work. As provided in the Easement Agreement, Developer shall reasonably limit the scope and duration of construction activities on the Access and Parking Parcel to minimize construction interference with neighboring uses to the extent feasible. All labor and work will be in strict conformance with the Approved Plans. Any deviation from the Approved Plans must be preapproved in writing by the Public Works Director, which shall not be unreasonably withheld. Developer shall pay for Improvements which costs are estimated and listed in the attached Exhibit B.

1.02. Staking, Surveying and Inspections. Developer must provide all required staking and surveying for the Improvements in order to ensure that the completed Improvements conform to the Approved Plans. The Developer shall instruct its General Contractor to provide full-time field inspection personnel in order for the Developer's General Contractor to be able to certify that the construction work meets the approved City standards as a condition of City acceptance. In addition, the City may, at the City's discretion and at the Developer's expense, have one or more City inspectors and a soil engineer inspect the work on a full or part-time basis. The Developer, its contractors and subcontractors, shall follow all instructions received from the City's inspectors. The Developer and/or the Developer's engineer shall provide for on-site project management. The Developer's engineer is responsible for design changes and contract administration between the Developer and the Developer's contractor. The Developer or his or her engineer shall schedule a pre-construction meeting at a mutually agreeable time at City Hall with all parties concerned, including the City staff, to review the program for the construction work.

All labor and work shall be done and performed in the best and most workmanlike manner and in strict conformance with the approved plans and specifications. The Developer agrees to furnish to the City a list of contractors being considered for retention by the Developer for the performance of the work required by the contract. The Developer shall not do any work or furnish any materials not covered by the plans and specifications and special conditions of this contract, for which reimbursement is expected from the City, unless such work is first approved in writing by the City Engineer or designee. Costs incurred by the City for the additional inspection activities will be recovered through the Escrow described in Section 3.03 and shall be calculated at 3% of the estimated cost of proposed public improvements, as shown in the attached Exhibit B.

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

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

which the Developer has or can reasonably access.

1.05. Time of Performance. The Developer shall install all required public Improvements, including the Access and Parking Improvements, by December 31, 2026. Failure to perform may result in the City drawing upon the Developer's financial guarantees.

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

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

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

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

1.10. Maintenance of Public Property. Developer agrees to assume full financial responsibility for any damage which may occur to public property with the development of Subject Property, including, but not limited to, streets, street sub-base, base, bituminous surface, curb, utility system including, but not limited to water main, sanitary sewer or storm sewer when said damage occurs as a result of the activity which takes place during the development of the Subject Property by the Developer, its contractors or subcontractors or assigns. The Developer further agrees to pay all costs required to repair the streets or utility systems, or both, damaged or cluttered with debris when occurring as a direct or indirect result of the construction that takes place by said Developer, its contractors or subcontractors or assigns during the Development. In the event the Developer fails to maintain or repair the damaged public property within a reasonable period after receipt of written notice of the nature of the default or damage, but not to exceed 14 days, the City may undertake making or causing it to be repaired or maintained. The city may draw down on the escrow, Letter of Credit or any other cash deposits made by Developer to pay such costs, if Developer fails to complete the repairs.

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

1.12. Street Maintenance During Construction. The Developer shall be responsible for all street maintenance until the streets are accepted by the City. Warning signs shall be placed when hazards develop in streets to prevent the public from traveling on same and to direct attention to detours. If and when streets become impassable, such streets shall be barricaded and closed. In the event residences are occupied prior to completing streets, the Developer shall maintain a smooth surface and provide proper surface drainage to ensure that the streets are passable to traffic and emergency vehicles. The Developer shall be responsible for keeping streets within and without the Subject Property swept clean of dirt and debris that may spill, track, or wash onto the street from the Developer's operation.

1.13. Demolition. The Developer shall obtain all required permits and approvals and thereafter remove any existing structures on the Subject Property prior to commencement of the Improvements. This Agreement must be recorded prior to the release of any demolition permits.

1.14. Easement to the Developer. The City, at no charge to Developer, grants to the Developer a Temporary Construction Easement ("Easement") over, under and across the rights-of-way dedicated to the public in the Main Street Center 2nd Addition Final Plat for purpose of construction of the Improvements. The Easement will commence with the filing of this Agreement with Hennepin County and shall terminate upon the acceptance City's issuance of the Final Approval.

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

ARTICLE TWO DEVELOPMENT STANDARDS & REQUIREMENTS

2.01. Development Standards. The Approved Plans reflect the City Approvals of the Development. Development standards, including, but not limited to, setbacks and lot dimensions to which the Developer and/or assigned must satisfy are according to the Downtown (DT) Zoning District. The Developer and/or assigned may build no more or less than the number of residential units and the amount of commercial space as shown on the Approved Plans.

2.02. Architectural Guidelines. Architectural guidelines and renderings are attached as Exhibit D and shall be verified upon issuance of building permits.

2.03. Public Sidewalks, Plazas, Trails & Trail Connections. The Developer shall be responsible for constructing all public and private sidewalks, plazas, and trails along new and existing public and private streets, as shown on the Approved Plans, and connecting those sidewalks to the existing adjacent public trails and sidewalks where applicable.

2.05. Development Signage. The Developer shall submit detailed sign plans to City staff for all signage proposed for the Development, including any monument or building signage as governed by City Code.

2.06. Access and Parking Parcel. The Developer shall convey the Access and Parking Parcel as depicted in Exhibit F to the City within sixty (60) days of City approval of the Access and Parking Improvements. Conveyance of the Access and Parking Parcel shall be at no expense to the City and details related to cross access, parking, and any responsibilities pertaining to the area shall be subject to the Easement Agreement and such additional written agreements as the Parties may enter separate from this Agreement. The Access and Parking Parcel shall remain subject to this Agreement after conveyance to the City until expressly released pursuant to Section 6.04.

2.07. Senior Center and Commercial Space Parking. Per the Approved Plans, the area identified in Exhibit F was included in determining parking calculations for the Development. Should the City cease operations of the Senior Center at this location, new users of a like use including, but not limited to, retail, office, and personal services shall be satisfied with the provided parking and not require revised site plan approvals from the City.

ARTICLE THREE FINANCIAL GUARANTY & REQUIRED PAYMENTS

3.01. Development Costs. All fees and costs as further set out in Exhibit B must be paid in full to the City prior to the issuance of any building or demolition permits.

3.02. Financial Guaranty, Improvements. Prior to commencement of construction of the Improvements, the Developer will furnish the City an irrevocable Letter of Credit or cash escrow deposit in the same amount equal to 150 percent of the Improvements to be dedicated to the City (collectively referred hereafter as "Security"), approved by the City Attorney, in the amount as set forth in Exhibit B. If by Letter of Credit, the Security must contain a provision that prohibits the issuer or surety from terminating the Security without first giving 45 days' written notice to the City of the proposed termination or expiration of the Security. In the event the Security provided by developer does not conform with the requirements of Section 3.02, then the Developer, following notice from the City, shall provide a substitute Security. Failure of the Developer to post a substitute Security within five (5) business days after notice by the City shall constitute a default that shall be grounds for drawing on the Security. The City Administrator may grant a reduction in the Security upon written request by the Developer based upon the value of the completed work at the time of the requested reduction. The Security may not be reduced to less than 10 percent of the original amount

until all work required of the Developer by this Agreement has been completed and accepted by the City. The Security shall be released upon the City's issuance of the Final Approval. Upon failure of the Developer to complete the Improvements in accordance with this Agreement or otherwise perform under this Agreement, the City may declare the Developer to be in default and the amount of the Security shall be paid over to the City. From the proceeds of the Security, the City shall be reimbursed for any attorneys' fees, engineering fees or other technical or professional assistance, including the work of the City staff and employees, and the remainder thereof shall be used by the City to complete the Improvements. The Developer shall be liable to the City to the extent that the Security is inadequate to reimburse the City its costs and pay for the completion of the work. The Security provided by Developer in the form of a Letter of Credit shall comply with the City's Letter of Credit policy which Developer hereby acknowledges receipt of a copy thereof.

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

ARTICLE FOUR OTHER REQUIREMENTS

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

Property following a foreclosure, deed-in-lieu thereof or by other means as a result of exercising any remedy available to it under its mortgage loan documents encumbering the Project, MHFA, as successor-in-interest to the Developer, shall not be required to comply with the terms of this section.

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

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

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

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

4.04. Building Permits and Occupancy. Except as otherwise provided for in this Agreement, building permits shall only be issued upon execution of this Agreement by the City and Developer and all amounts due and securities required under this Agreement are paid to the City. Developer shall maintain access for vehicle traffic and parking during construction of the Subject Property and access for emergency personnel and equipment, as determined by the City.

4.05. Underground Utilities. The Developer shall contact the electric, telephone, gas and cable companies that are authorized to provide service to the Subject Property for the purpose of ascertaining whether any of those utility providers intend to install underground lines within the

Development. The placement of private underground utilities shall be designed and constructed according to City standards and specifications and coordinated with the placement of public underground utilities. Underground utility plans shall be reviewed and approved by the Public Works Director. Any costs associated with the installation of underground utilities required by the utility companies shall be solely borne by the Developer. The Developer agrees to comply with applicable requirements of franchise ordinances in effect in the City, copies of which are available from the City Clerk.

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

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

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

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

4.11. Other Approvals. In addition to the City Approvals, other governmental agencies have reviewed and approved components of the Plans, if required. It is the responsibility of the

Developer to ensure that all permits from appropriate governmental agencies are received prior to beginning construction of any Improvements.

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

4.13. Miscellaneous Obligations. Developer shall comply with the terms and conditions set forth in this Agreement and following ordinances and resolution 2023-24 pertaining to the Development:

4.14 Special Provisions. The following special provisions shall apply to all developments:

- a. The Developer shall post a security for the final placement of all subdivision iron monuments. The security was calculated as shown in the Summary of Security Requirements at \$100.00 per iron. The security will be held by the City until the Developer's land surveyor certifies that all irons have been set following site grading and utility and street construction. In addition, the certificate of survey must also include a certification that all irons for a specific lot have either been found or set prior to the issuance of a building permit for that lot.
- b. The Developer must obtain a sign permit from the City building official prior to installation of any subdivision identification signs.
- c. The Developer shall supply a complete set of the approved construction plans in an AutoCAD.DWG electronic file format before the preconstruction conference.
- d. The Developer shall include the "City of Rogers Standard Details and Specifications" (all applicable sections) in the contract documents of their improvement project.

ARTICLE FIVE DEFAULT AND REMEDIES

5.01. Default by Developer. In the event of default by the Developer as to any of the work to be completed by the Developer, its successors or assigns, the City may, at its option perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City, provided the Developer is first given notice of the work in default, not less than 72 hours in advance and does not, within that 72-hour period, diligently proceed to remedy such default. In the event of such unremedied default, the City may immediately bring legal action against the Developer and/or draw upon the Security sums that exceed the costs or damage to the City, the City will return such excess amounts. In addition to its other remedies provided herein, the City may levy the cost in whole or in part as a special assessment against the Subject Property. Developer waives its rights to notice of hearing and hearing on such assessments and its right to appeal such assessments pursuant to Minnesota Statutes §429.081.

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

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

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

5.05. Attorney Fees. The Developer will pay the City's costs and expenses, including attorneys' fees, in the event a suit or action is brought to enforce the terms of this Agreement or in the event an action is brought upon a bond or letter of credit furnished by the Developer as provided herein. Notwithstanding any other terms of this Agreement, if the Minnesota Housing Finance Agency ("MHFA") receives title to the Subject Property following a foreclosure, deed-in-lieu thereof or by other means as a result of exercising any remedy available to it under its mortgage loan documents encumbering the Project, MHFA, as successor-in-interest to the Developer, shall not be required to comply with the terms of this section.

ARTICLE FIVE MISCELLANEOUS PROVISIONS

6.01. Amendment. Any amendment to this Agreement must be in writing and signed by all parties with an interest in the Subject Property, including without limitation any lenders holding a mortgage on the Subject Property.

6.02. Assignment. Except as to the Affiliate as expressly provided above, the Developer may not transfer or assign any of its obligations under this Agreement without the prior written consent of the City, which shall not be unreasonably withheld.

6.03. Agreement to Run with Land. The Developer agrees to record this Agreement among the land records of Hennepin County, Minnesota. The provisions of this Agreement shall run with the land and be binding upon the Developer and its successors in interest. Notwithstanding the foregoing, no conveyance of the Subject Property or any part thereof shall relieve the Developer of its personal liability for full performance of this Agreement unless the City expressly so releases the Developer in writing.

6.04. Release. Upon completion of Improvements, the City's issuance of the Final Approval, and satisfaction of all of the Developer's obligations under this Agreement, which shall be evidenced by the expiration of the maintenance bond required by Section 1.08 of this Agreement, the City agrees

to execute Certificate of Completion or other recordable instrument releasing the Subject Property from the terms of this Agreement.

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

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

CITY:

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

DEVELOPER:

Duffy Development
12708 Wayzata Blvd #400
Minnetonka, MN 55305
Telephone: (952)544-6769
Attn: Jeff Von Feldt, CEO

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

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

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

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

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

6.11. Non-waiver. Each right, power or remedy conferred upon the City or the Developer by this Agreement is cumulative and in addition to every other right, power or remedy, express or implied,

now or hereafter arising, or available to the City or the Developer at law or in equity, or under any other agreement. Each and every right, power and remedy set forth in this Agreement or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City or the Developer and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy. If either party waives in writing any default or nonperformance by the other party, such waiver shall be deemed to apply only to such event and shall not waive any other prior or subsequent default.

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

6.13 Incorporation of Recitals. The recitals set forth above are true and correct and are incorporated into and made a part of this Agreement by this reference with the same force and effect as if fully set forth in the body of this Agreement.

[This page was intentionally left blank.]

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

Duffy Development Company, Inc.

XXXXXX

Its XXXX

STATE OF MINNESOTA)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____ 2024, XXXXX, a XXXX corporation, on behalf of the corporation.

Notary Public

CITY OF ROGERS

Shannon Klick
Its Mayor

Stacie Brown
Its City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 13th day of October, 2025 by Shannon Klick and by Stacie Brown, the Mayor and City Clerk, respectively, of the City of Rogers, a Minnesota municipal corporation, on behalf of the corporation.

Notary Public

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

EXHIBIT A

**DUFFY MAIN STREET SENIOR HOUSING
LEGAL DESCRIPTION OF THE PROPERTY**

Existing Legal Description

Lot 2, Block 1, Main Street Center Addition, Hennepin County, Minnesota

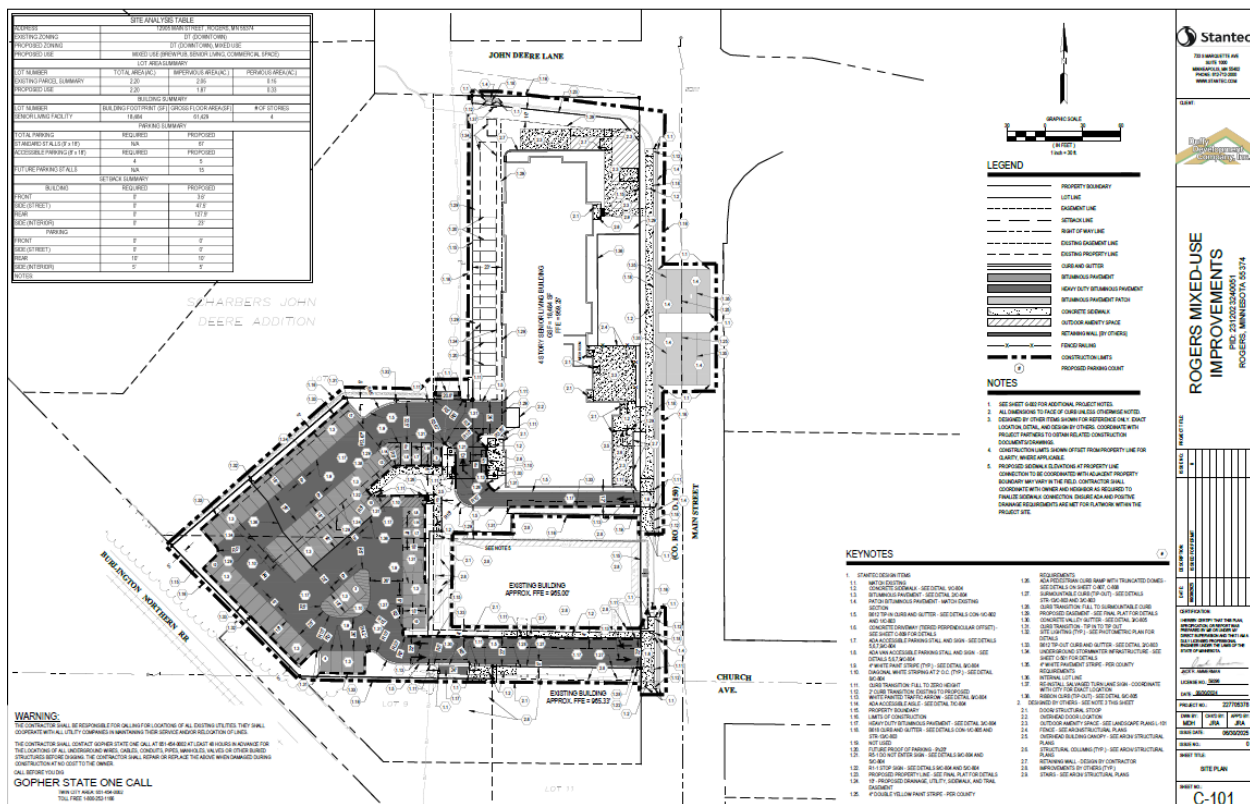
EXHIBIT B

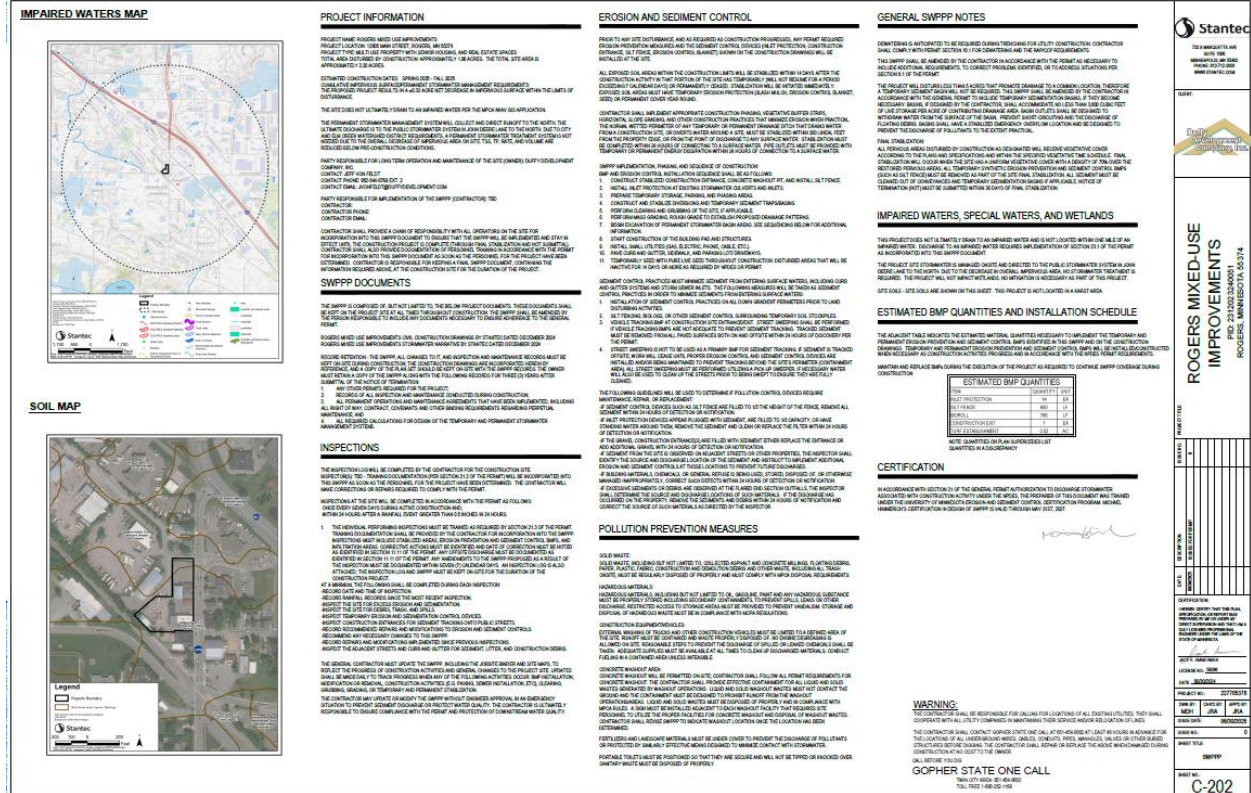
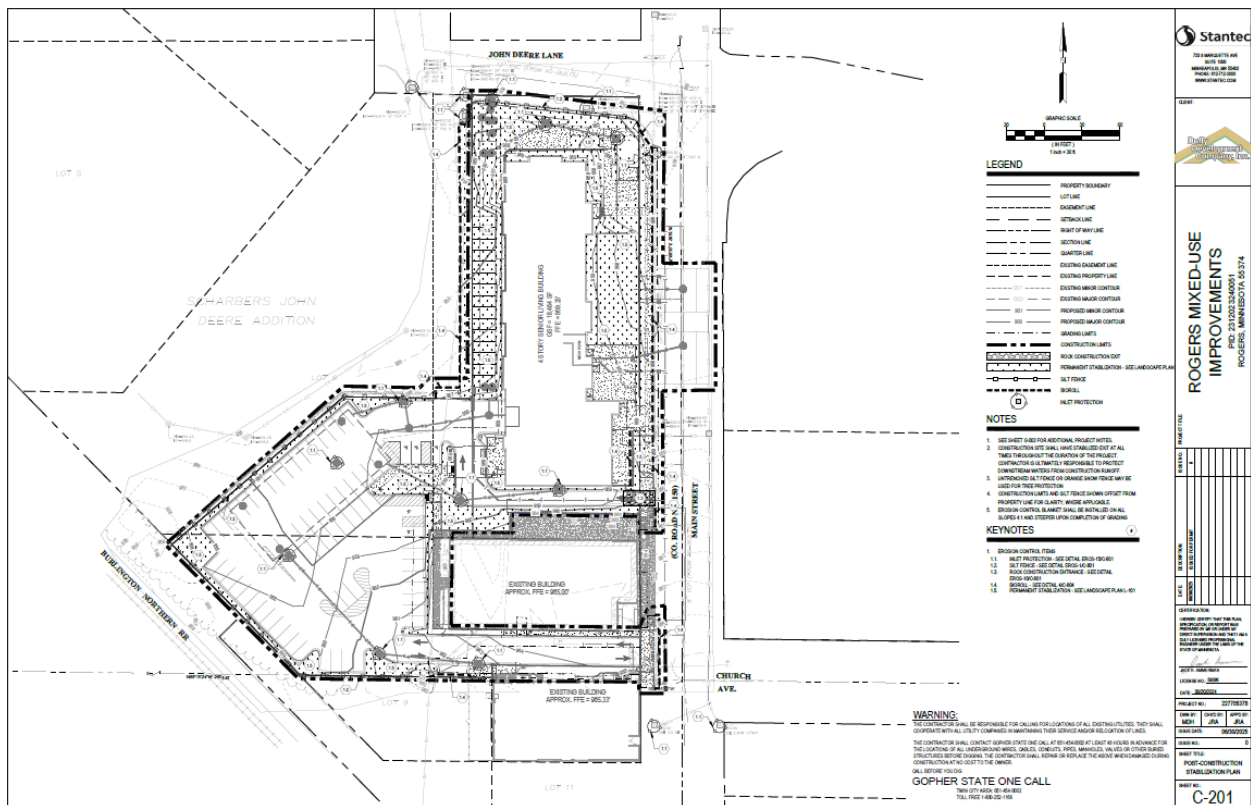
DUFFY MAIN STREET SENIOR HOUSING FEES, IMPROVEMENT COSTS & FINANCIAL SECURITIES

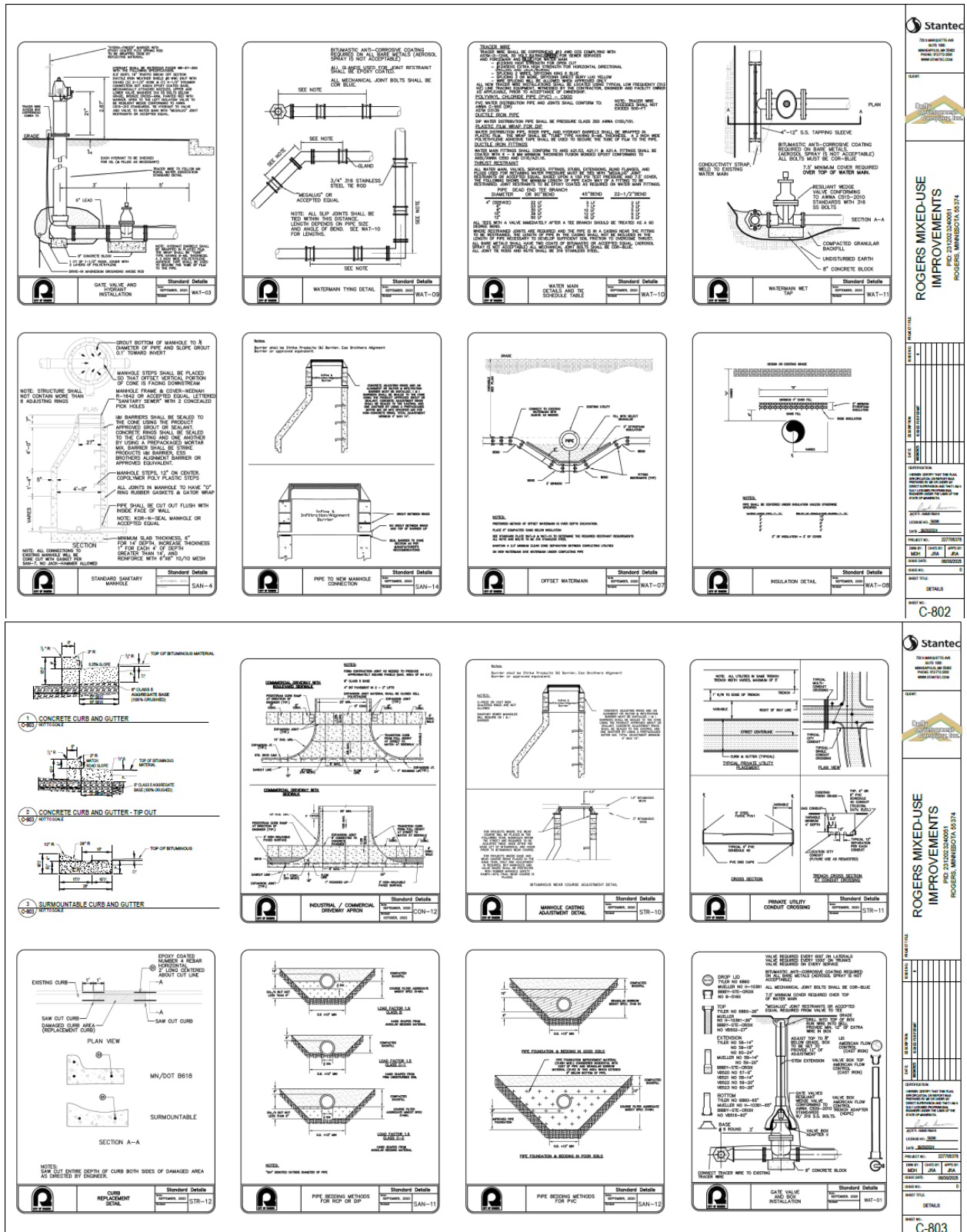
2025 EXHIBIT B DUFFY MAIN STREET SENIOR APARTMENTS

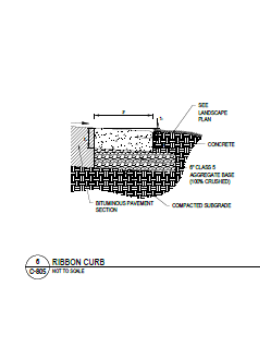
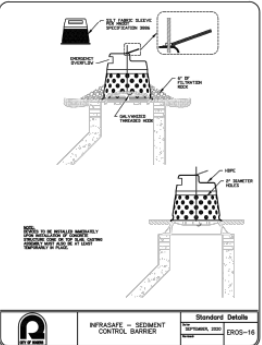
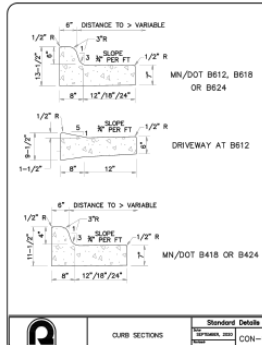
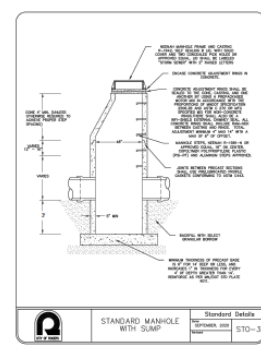
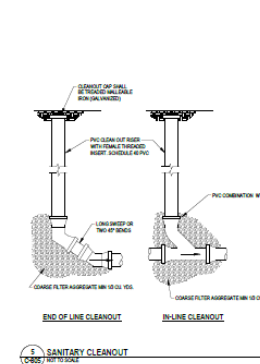
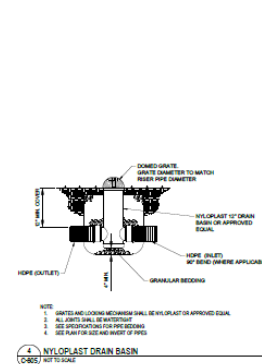
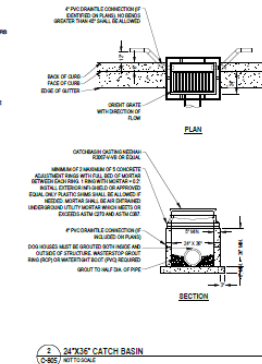
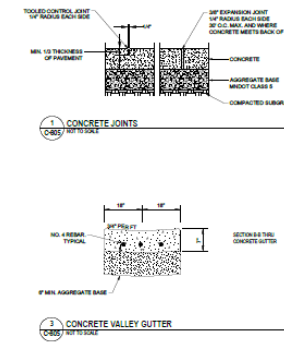
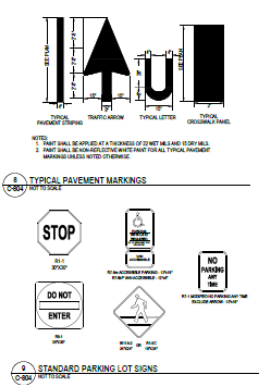
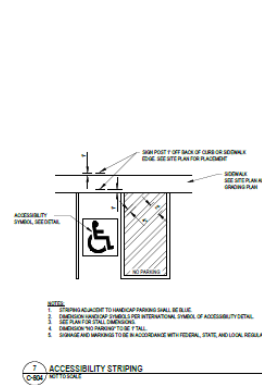
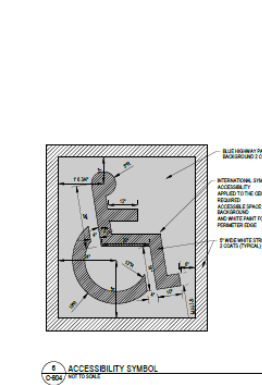
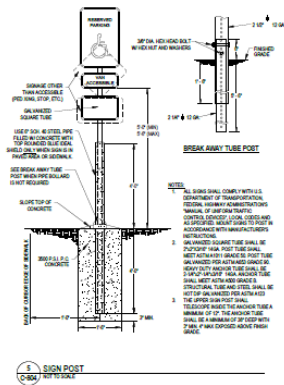
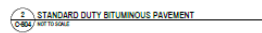
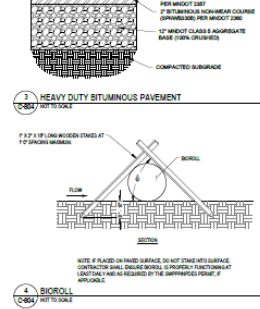
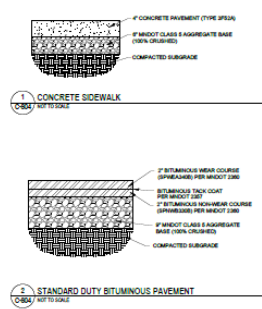
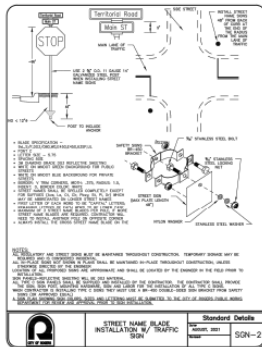
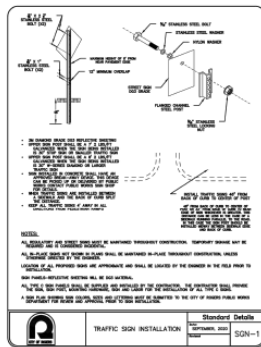
DEVELOPMENT INFORMATION				
Acres				1.94
Units				40.00
SECTION 1: PLATTING FEES OWED (CREDITS)	COST	PER ACRE/UNIT/LOT	AMOUNT DUE	NOTES
Park Dedication	6,000.00	Per Unit	240,000.00	40 units @ \$6000 per unit
Total Platting Fees			240,000.00	
SECTION 2: ADMINISTRATIVE AND DEVELOPMENT RELATED COSTS			AMOUNT DUE	NOTES
Administrative			-	3% of Constr-public improvements
Total Administrative and Development Related Costs			-	
SECTION 3: IMPROVEMENT COSTS		LETTER OF CREDIT	ESCROW	NOTES
Engineering - Onsite Field Inspection			10,000.00	City Engineer - Contract
Legal			1,000.00	City Attorney - Contract
Planning			1,000.00	City Planner
Non-Public Improvements				
Landscaping	92,440.00			
Construction - Utility Improvements	672,992.00			
Construction - Site (Grading)	382,406.00			
Construction - Paving	99,809.00			
Total Improvement Costs	1,247,647.00		12,000.00	
SECTION 4: LOC / ESCROW / FEES REQUIRED		LETTER OF CREDIT	ESCROW	NOTES
Escrow				
Section 1: Platting Fees			240,000.00	
Section 2: Administrative Fees			-	
Section 3: Cash Escrow			13,200.00	110% of Cash Escrow Subtotal
Security				
Section 3: Letter of Credit	1,559,558.75			125% Non Public Improvements / 150% Improvements Dedicated to City
Total Letter of Credit and Cash Required	1,559,558.75		253,200.00	

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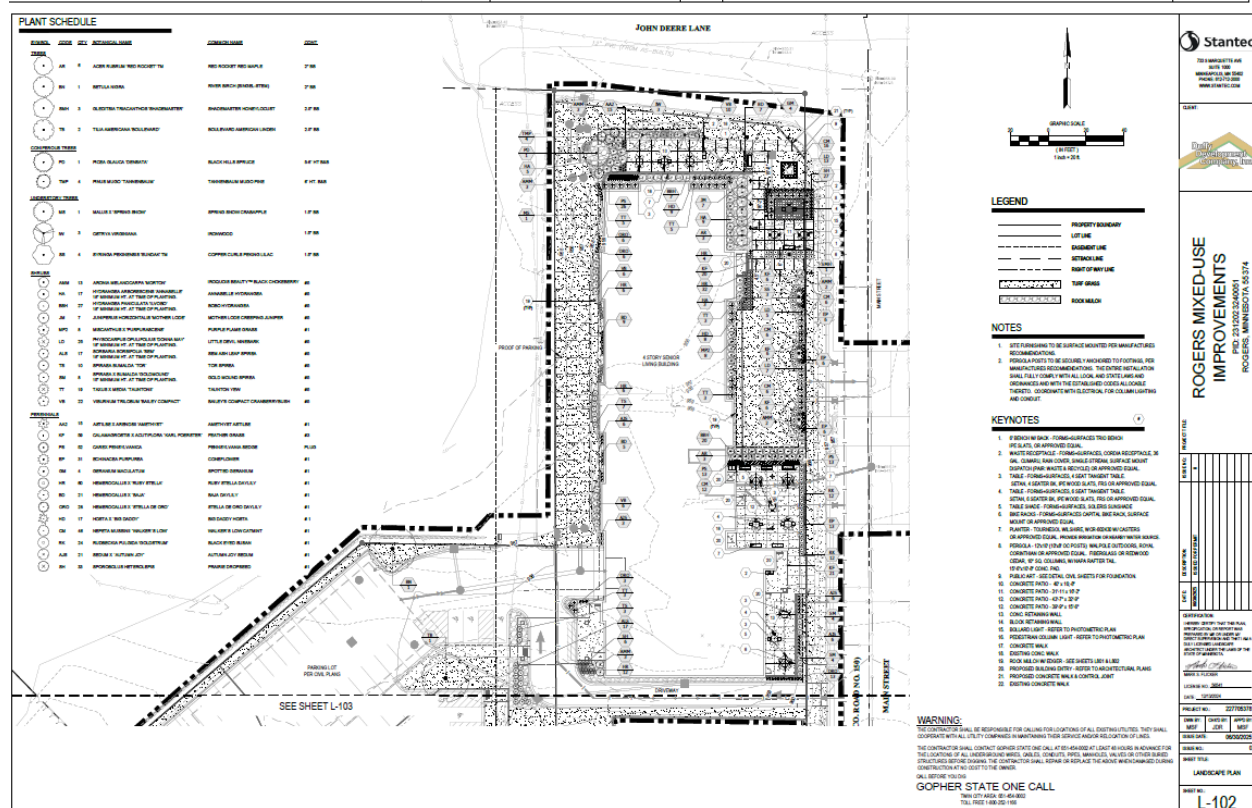
Stantec

ROGERS MIXED-USE IMPROVEMENTS

PROJECT NO. 231002.000001
SHEET NO. 8

DETAILS

C-804



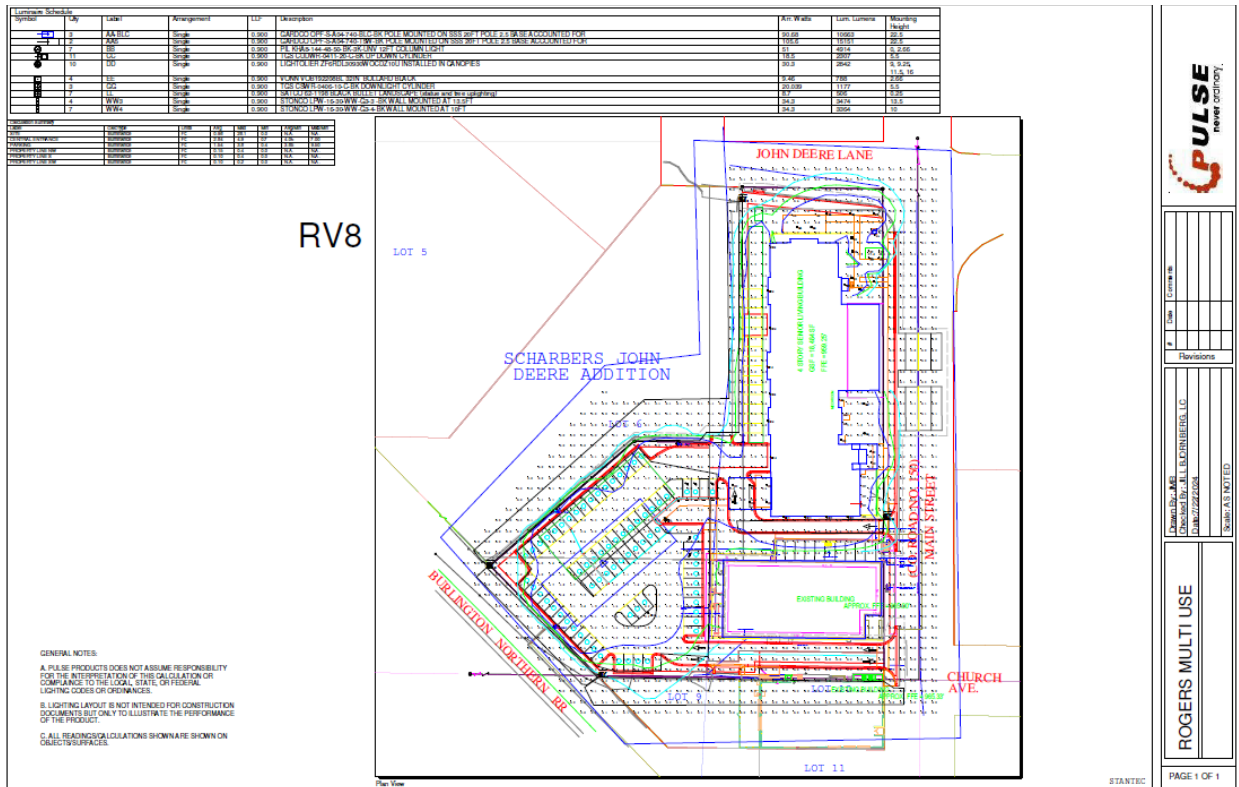


EXHIBIT D

DUFFY MAIN STREET SENIOR HOUSING ARCHITECTURAL RENDERINGS



EXHIBIT E

**DUFFY MAIN STREET SENIOR HOUSING
CONSENT**

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

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

Dated: _____, 20__

By: _____

Its: _____

ACKNOWLEDGEMENT FOR BANK

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by _____, the _____ of _____, a _____ under the laws of _____, on behalf of the _____.

Notary Public

[Developer to provide the required consents]

EXHIBIT F

**DUFFY MAIN STREET
ACCESS AND PARKING PARCEL (INCLUDING SENIOR HOUSING
PUBLIC PARKING AREA} EXHIBIT**

COMMERCIAL LEASE AGREEMENT

I. THE PARTIES. This Commercial Lease Agreement ("Agreement") made on [DATE], by and between:

Landlord: [Rogers Senior of Rogers Limited Partnership], a Minnesota limited partnership ("Landlord"), whose address is 12708 Wayzata Boulevard, Suite 400, Minnetonka, Minnesota 55305, Attn: Jeff Von Feldt, who agrees to lease the Premises to:

Tenant: City of Rogers, a municipal corporation, ("Tenant"), whose address is 22350 South Diamond Lake Road, Rogers, Minnesota 55374, Attn: [Steve Stahmer, City Administrator], who agrees to rent the Premises under the following terms:

Collectively Landlord and Tenant shall be known as the "Parties."

II. DESCRIPTION OF LEASED PREMISES. Landlord agrees to lease to Tenant the following described space:

Street Address: [13001 Main Street, Rogers, Minnesota 55374]

Square Feet: [3,000]

Type of Space: Common Space within a Senior Affordable Housing Development

Other Description: "[Senior Center Building]"

Hereinafter known as the "Premises," and illustrated on *Exhibit A*, attached hereto.

III. USE OF LEASED PREMISES. Tenant agrees to use the Premises for:

Providing a space for the operations, administration, and community engagement activities of the Active Older Adults Programs (the "Senior Center"), and home to the Rogers-Hassan Senior Friendship Group a 501(C)(3) organization that provides additional programming, activities and funding in support of the Senior Center. Tenant assumes full responsibility for any liability occurring as a result of any action nor inaction on the part of any employee, member, licensee, invitee or guest of either Tenant or the Senior Center. Any other proposed use of the Premises by Tenant is subject to approval of Landlord, which approval shall be in Landlord's sole discretion.

Tenant also acknowledges that the Premises is common space located within the Senior Affordable Housing Development (also referred to herein as the "Building"), which will be developed in order to provide affordable housing for the senior population of the City of Rogers. Accordingly, Tenant will ensure that the Senior Center permits residents of the Building to reserve the Premises for periodic use by such residents, at times when the Premises is not being specifically used by the Senior Center. Any such use of the Premises by a resident of the Building shall be subject to reasonable rules and limitations as agreed to by Landlord and Tenant, and any resident of the Building who has

reserved the Premises for private use shall be responsible for the conduct of, and any damages to the Premises caused by, such resident and his or her guests.

IV. TERM OF LEASE. The term of this Agreement shall be for an initial period of 15 years commencing on the date upon which a Certificate of Occupancy is issued for the Premises, currently anticipated to be November 2026. If Tenant commits a default of any obligation or otherwise breaches or violates the terms of this Agreement, Landlord may cancel this Lease upon forty-five (45) days' notice to Tenant.

V. SECURITY DEPOSIT. Tenant is:

☒ - **Required to Pay a Deposit.** Tenant is required to pay [\$10,000] and shall be due and payable in advance of the Term or at the signing of this Agreement ("Security Deposit"). The Security Deposit shall be held in escrow by Landlord in a separate bank account as security for the successful performance of the terms and conditions of this Agreement. The Security Deposit may not be used to pay the last month's Rent unless written permission is granted by Landlord.

VI. RENT. So long as Tenant has met all other obligations owed pursuant to this Lease, and provided that all expenses and other payments owed by Tenant are paid when due, Landlord shall not charge Tenant rent for use of the Premises.

VII. LATE FEE. If any amount owed by Tenant has not been paid when due, and such amount is paid by Landlord on behalf of Tenant, such amount shall remain the responsibility of Tenant, and shall bear interest at the rate of eight percent (8%) per annum from the applicable due date.

VIII. Forfeiture of Security Deposit. In the event that this Agreement terminates either because of (i) a default by Tenant of any obligation under this Agreement causing the Landlord to terminate the Agreement, or (ii) Tenant decides not to exercise its option to renew the lease (described in Section X, below) at any point prior to the execution of a second Extension Term (defined below) (i.e., if Tenant chooses to vacate the Premises any time in the first twenty (20) years following the start of this Lease), then Tenant shall forfeit the Security Deposit. The Parties acknowledge that this provision is not included as a penalty, but as liquidated damages in recognition of the fact that the Premises is being developed at the request and direction of Tenant, and, because of the design and location of the Premises, the Premises may be less desirable or have lesser economic value for individuals or organizations other than Tenant

IX. EXPENSES.

☒ - **NET LEASE.**

Tenant shall be responsible for the following expenses: (i) All Utility costs attributable to the Premises, (ii) Liability Insurance and Workman's

Compensation Insurance, and Tenant's policies of insurance shall name Landlord as an additional insured (Tenant shall provide landlord with proof of insurance, including proof that any and all premiums have been paid, upon request by Landlord), (iii) any damage to property from casualty, (iv) cosmetic improvements, (vi) waste disposal and container/disposal fees, (vii) all cleaning and custodial operations, improvements to facility to benefit the Premises, (viii) replacement/upgrade of appliances or other equipment within the Premises, and (ix) all other costs regarding the maintenance, repair and general upkeep of the Premises, unless otherwise designated below as an expense for which Landlord is responsible.

Landlord shall be responsible for the following expenses: Commercial Property Insurance for the Building, which may include the Premises, Maintenance of exterior of the Building, all exterior repairs for the Premises not caused by negligence or business activity.

X. OPTION TO RENEW. Tenant may: (check one)

Unless this Lease has expired or has been sooner terminated, or a default by Tenant of any obligation under this Agreement has occurred and is continuing at the time any extension option is exercised, Tenant shall have the right and option (each, an "Extension Option") to extend the Initial Term for the Property for up to three (3) additional successive periods of five (5) years each (each, an "Extension Term"). The rent to be charged to Tenant during any Extension Term shall be determined by mutual agreement between Landlord and Tenant after a collaborative review of both (i) a capital needs assessment of the Premises and (ii) the financial performance of the Senior Affordable Housing Development (within which the Premises is located) for the preceding rental term. It is the intention of Landlord and Tenant that if the Senior Affordable Housing Development has been consistently generating positive cash flows during the preceding rental term, the rent to be charged to Tenant in the following Extension Term shall remain at zero. Tenant may only exercise the Extension Options by giving written notice to Landlord of its election to do so no later than one hundred eighty (180) days prior to the expiration of the then-current Lease Term. If written notice of the exercise of any Extension Option is not received by Landlord by the applicable dates described above, then this Lease shall terminate on the last day of the Initial Term or, if applicable, the last day of the Extension Term then in effect.

The Initial Term and any renewal periods mentioned shall be collectively referred to as the "Term."

XI. LEASEHOLD IMPROVEMENTS. Tenant agrees that no leasehold improvements, alterations, or changes of any nature shall be made to the Premises or the exterior of the building without first obtaining the consent of Landlord in writing, which consent shall not be unreasonably withheld, and thereafter, any and all leasehold improvements made to the Premises which become affixed or attached to the Premises shall remain the property of Landlord at the expiration or termination of this Agreement. Furthermore,

any leasehold improvements shall be made only in accordance with applicable federal, state, or local codes, ordinances, or regulations, having due regard for the type of construction of the building housing the subject Premises.

If Tenant makes any improvements to the Premises, Tenant shall be responsible for any costs associated, except the following: [None].

Nothing in this Agreement shall be construed to authorize Tenant or any other person acting for Tenant to encumber the Premises or the interest of Tenant in the Premises or any person under and through whom Tenant has acquired its interest in the Premises with a mechanic's lien or any other type of encumbrance. Under no circumstance shall Tenant be construed to be the agent, employee, or representative of Landlord, unless otherwise agreed to in writing by Landlord. In the event a lien is placed against the Premises, through actions of Tenant, Tenant will promptly pay the same or bond against the same and take steps immediately to have such lien removed. If Tenant fails to have the lien removed, Landlord shall take steps to remove the lien, and Tenant shall pay Landlord for all expenses related to the lien and removal thereof and shall be in default of this Agreement.

XII. DEFAULT AND POSSESSION. In the event that Tenant shall fail to any pay expenses or other costs for which Tenant is liable under this Agreement, or any part thereof, when the same is due and payable, or shall otherwise be in default of any other terms of said Agreement for a period of more than sixty (60) days, after receiving notice of said default, then the parties hereto expressly agree and covenant that Landlord may declare this Agreement terminated and may immediately re-enter said Premises and take possession of the same together with any of Tenant's equipment which is permanently attached to the Premises or other fixtures left on the Premises, which items may be held by Landlord as security for Tenant's eventual payment and/or satisfaction of rental defaults or other defaults of Tenant under this Agreement . It is further agreed that if Tenant is in default, that Landlord shall be entitled to take any and all action to protect its interest in the personal property and equipment, to prevent the unauthorized removal of said property or equipment which would be deemed to constitute irreparable harm and injury to Landlord in violation of its security interest in said items of personal property. Furthermore, in the event of default, Landlord may expressly undertake all reasonable preparations and efforts to release the Premises including, but not limited to, the removal of all inventory, equipment or leasehold improvements of Tenant's, at Tenant's expense, without the need to first procure an order of any court to do so, although obligated in the interim to undertake reasonable steps and procedures to safeguard the value of Tenant's property, including the storage of the same, under reasonable terms and conditions at Tenant's expense, and, in addition, it is understood that Landlord may sue Tenant for any damages or past Rents due and owing and may undertake all and additional legal remedies then available.

In the event any legal action must be instituted to enforce any terms or provisions under this Agreement, then the prevailing party in said action shall be entitled to recover a reasonable attorney's fee in addition to all costs of said action.

XIII. LICENSES AND PERMITS. A copy of all local, state, or federal permits acquired by Tenant which are required for the use of the Premises shall always be kept on-site and shall be readily accessible and produced to Landlord and/or their agents or any local, state, or federal officials upon demand. Digital copies may be provided for Landlord, and must be updated upon expiration.

XIV. OBLIGATIONS OF TENANT. Tenant shall be primarily responsible whenever needed for the maintenance and general pickup of the entranceway leading into the Premises so that this is kept in a neat, safe, and presentable condition. Tenant shall also be responsible for all repairs and maintenance of the Premises, particularly those items which need immediate attention and which Tenants, or their employees, can do and perform on their own, including but not limited to, the replacement of light bulbs, as well as the normal repair and cleaning of windows, cleaning, and clearing of toilets, etc., and Tenant shall properly maintain the Premises in a good, safe, and clean condition. Tenant shall properly and promptly remove all rubbish and hazardous wastes and see that the same are properly disposed of according to all local, state, or federal laws, rules, regulations, or ordinances.

In the event the structure of the Premises is damaged as a result of any neglect or negligence of Tenant, their employees, agents, invitees, or any independent contractors serving Tenant or in any way as a result of Tenant's use and occupancy of the Premises, then Tenant shall be primarily responsible for seeing that the proper claims are placed with Tenant's insurance company, or the damaging party's insurance company, and shall furthermore be responsible for seeing that the building is safeguarded with respect to said damage and that all proper notices with respect to said damage, are made in a timely fashion, including notice to Landlord, and the party or parties causing said damage. Any damage that is not covered by an insurance company will be the liability of Tenant.

Tenant shall, during the Term of this Agreement, and in the renewal thereof, at its sole expense, keep the interior of the Premises in as good a condition and repair as it is at the date of this Agreement. This obligation would include the obligation to replace any plate glass damaged as a result of the neglect or acts of Tenant or her guests or invitees. Furthermore, Tenant shall not knowingly commit nor permit to be committed any act or thing contrary to the rules and regulations prescribed from time to time by any federal, state, or local authorities and shall expressly not be allowed to keep or maintain any hazardous waste materials or contaminates on the Premises. Tenant shall also be responsible for the cost, if any, which would be incurred to bring her contemplated operation and business activity into compliance with any law or regulation of a federal, state, or local authority.

XV. INSURANCE. In the event Tenant shall fail to obtain the insurance required hereunder and fails to maintain the same in force continuously during the Term, Landlord may, but shall not be required to, obtain the same and charge Tenant for same as an additional expense payable by Tenant. Furthermore, Tenant agrees not to keep upon the Premises any articles or goods which may be prohibited by the standard form of fire insurance policy, and in the event, the insurance rates applicable to fire and extended coverage covering the Premises shall be increased by reason of any use of the

Premises made by Tenant, then Tenant shall pay to Landlord, upon demand, such increase in insurance premium as shall be caused by said use or Tenant's proportionate share of any such increase.

XVI. SUBLET/ASSIGNMENT. Tenant may not transfer or assign this Agreement or any right or interest hereunder or sublet said leased Premises or any part thereof without first obtaining the prior written consent and approval of Landlord. The Parties acknowledge and agree that use of the Premises by the Senior Center as provided herein does not constitute a transfer or assignment requiring further Landlord consent.

XVII. DAMAGE TO LEASED PREMISES. In the event the Buildingshall be destroyed or damaged as a result of any fire or other casualty which is not the result of the intentional acts or neglect of Tenant and which precludes or adversely affects Tenant's occupancy of the Premises, then in every such cause, the Expenses herein set forth may be abated or adjusted according to the extent to which the leased Premises have been rendered unfit for use and occupation by Tenant and until the demised Premises have been put in a condition at the expense of Landlord, at least to the extent of the value and as nearly as possible to the condition of the Premises existing immediately prior to such damage. It is understood, however, in the event of total or substantial destruction to the Premises that in no event shall Landlord's obligation to restore, replace or rebuild exceed an amount equal to the sum of the insurance proceeds available for reconstruction with respect to said damage.

XVIII. INDEMNIFICATION. Tenant hereby covenants and agrees to indemnify, defend, and hold Landlord harmless from any and all claims or liabilities which may arise from any cause whatsoever as a result of Tenant's use and occupancy of the Premises, and further shall indemnify Landlord for any losses which Landlord may suffer in connection with Tenant's use and occupancy or care, custody, and control of the Premises. Tenant also hereby covenants and agrees to indemnify and hold harmless Landlord from any and all claims or liabilities which may arise from any latent defects in the subject Premises that Landlord is not aware of at the signing of the lease or at any time during the Term.

Nothing herein, or in paragraphs XIII or XIV above, shall alter, limit or eliminate the immunities from and limitations on liability available to Tenant under applicable law including Minnesota Statutes, Ch. 466.

XIX. BANKRUPTCY - INSOLVENCY. Tenant agrees that in the event all or a substantial portion of Tenant's assets are placed in the hands of a receiver or a Trustee, and such status continues for a period of 30 days, or should Tenant make an assignment for the benefit of creditors or be adjudicated bankrupt; or should Tenant institute any proceedings under the bankruptcy act or any amendment thereto, then such Agreement or interest in and to the leased Premises shall not become an asset in any such proceedings and, in such event, and in addition to any and all other remedies of Landlord hereunder or by law provided, it shall be lawful for Landlord to declare the Term hereof ended and to re-enter the leased land and take possession thereof and all improvements thereon and to remove all persons therefrom, and Tenant shall have no further claim thereon.

XX. SUBORDINATION AND ATTORNMENT. Upon request of Landlord, Tenant will subordinate its rights hereunder to the lien of any mortgage now or hereafter in force against the property or any portion thereof, and to all advances made or hereafter to be made upon the security thereof, and to any ground or underlying lease of the property provided, however, that in such case the holder of such mortgage or Landlord under such Agreement shall agree that this Agreement shall not be divested or in any way affected by foreclosure, or other default proceedings under the said mortgage, obligation secured thereby, or agreement, so long as Tenant shall not be in default under the terms of this Agreement. Tenant agrees that this Agreement shall remain in full force and effect notwithstanding any such default proceedings under said mortgage or obligation secured thereby.

XXI. MISCELLANEOUS TERMS.

- a.) Usage by Tenant. Tenant shall comply with all rules, regulations, and laws of any governmental authority with respect to use and occupancy. Tenant shall not conduct or permit to be conducted upon the Premises any business or permit any act which is contrary to or in violation of any law, rules or regulations and requirements that may be imposed by any authority or any insurance company with which the Premises is insured, nor will Tenant allow the Premises to be used in any way which will invalidate or be in conflict with any insurance policies applicable to the building. In no event shall explosives or extra hazardous materials be taken onto or retained on the Premises. Furthermore, Tenant shall not install or use any equipment that will cause undue interference with the peaceable and quiet enjoyment of the Premises by other tenants of the building.
- b.) Signs. Tenant shall not place on any exterior door, wall, or window of the Premises any sign or advertising matter without Landlord's prior written consent and the approval of the local municipality. Thereafter, Tenant agrees to maintain such sign or advertising matter as first approved by Landlord in good condition and repair. Furthermore, Tenant shall conform to any uniform, reasonable sign plan or policy that Landlord may introduce with respect to the building. Upon vacating the Premises, Tenant agrees to remove all signs and to repair all damages caused or resulting from such removal.
- c.) Right of Entry. It is agreed and understood that Landlord and its agents with a 24-hour warning given to Tenant, shall have the complete and unencumbered right of entry to the Premises at any time or times for purposes of inspecting or showing the Premises and for the purpose of making any necessary repairs to the building or equipment as may be required of Landlord under the terms of this Agreement or as may be deemed necessary with respect to the inspection, maintenance or repair of the building. No warning will be provided if there is a repair that requires immediate attention due to potential damage to the building, or adjacent property.



XXII. ESTOPPEL CERTIFICATE. Tenant at any time and from time to time, upon at least ten (10) days prior notice by Landlord, shall execute, acknowledge and deliver to Landlord, and/or to any other person, firm, or corporation specified by Landlord, a statement certifying that this Agreement is unmodified and in full force and effect, or if this Agreement has been modified, then that the same is in full force and effect except as modified and stating the modifications, stating the dates to which the Rent have been paid, and stating whether or not there exists any default by Landlord under this Agreement and, if so, specifying each such default.

XXIII. WAIVER. Waiver by Landlord of a default under this Agreement shall not constitute a waiver of a subsequent default of any nature.

XXIV. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Minnesota.

XXV. NOTICES. Payments and notices shall be addressed to the following:

Landlord

Name: Duffy Development Company, Inc.
Address: 12708 Wayzata Boulevard, Suite 400, Minnetonka, Minnesota
55305, Attn: Jeff Von Feldt
Phone: (952) 544-6769
E-Mail: jvonfeldt@duffydevelopment.com

Tenant

Name: City of Rogers
Address: 22350 South Diamond Lake Road, Rogers, Minnesota 55374,
Attn: [Steve Stahmer, City Administrator]
Phone: (763) 428-2253
E-Mail: sstahmer@rogersmn.gov

XXVI. AMENDMENT. No amendment of this Agreement shall be effective unless reduced to writing and subscribed by the parties with all the formality of the original.

XXVII. BINDING EFFECT. This Agreement and any amendments thereto shall be binding upon Landlord and Tenants and/or their respective successors, heirs, assigns, executors, and administrators.

IN WITNESS WHEREOF, the Parties have indicated their acceptance of the terms and conditions of this Agreement by their signatures below on the dates indicated.

Landlord's Signature: _____ **Date:** _____
Print Name: _____

Tenant's Signatures: _____ Date: _____
Print Name: _____

_____ Date: _____
Print Name: _____



**SUBRECIPIENT GRANT AGREEMENT BETWEEN
CITY OF ROGERS
AND
COMMUNITY HOUSING COALITION
FOR THE
GRANT NAME**

THIS SUBRECIPIENT GRANT AGREEMENT is entered into as of the 13th day of October, 2025 by and between the **CITY OF ROGERS**, a Minnesota municipal corporation (herein called the "**City**") and **Duffy Development Company**, a Minnesota _____ (herein called the "**Grantee**").

WHEREAS, Minnesota Statutes, Section 473.251 creates the Metropolitan Livable Communities Fund, the uses of which must be consistent with and promote the purposes of the Metropolitan Livable Communities Act; and

WHEREAS, the Borrower on behalf of the City has made application (the "**Application**") to and received funds in the amount of \$_____ from the _____ ("____") under its _____ Program (the "____ **Grant**"); and

WHEREAS, the City desires to grant proceeds of the _____ Grant in the amount of \$_____ (the "**Subrecipient Grant**") to Borrower to aid in the costs of acquisition and construction of a 40-unit affordable rental housing project at 13001 Main Street, Rogers, Minnesota, as defined in the approved Grant Agreement between the City of Rogers and the Metropolitan Council; and

WHEREAS, City and Grantee will enter into a Master Subordination Agreement and Estoppel Certificate by and among the Lender, Borrower, Hennepin County, and the City of Rogers (the "Subordination Agreement").

NOW, THEREFORE, it is agreed between the parties hereto that:

1. **AWARD.** The City agrees to make the Grant to the Grantee for the "**Project**" described in that certain Grant Agreement No. _____ between the City and the _____ (the "**Grant Agreement**"), a copy of which is attached hereto as Exhibit A.
2. **AUTHORIZED USES.** Grant funds must be used in accordance with the eligible uses and costs as described in the _____ Grant Agreement (the "**Project Costs**"). The Grantee may not use the grant for grants or loans to any subrecipients or assign rights related to this agreement without the written consent of the City. Notwithstanding anything herein to the contrary, the Grantee understands and agrees that any reduction or termination of the _____ Grant may result in a like reduction or termination of the Loan, and that any material change in the scope of the Project or budget in the _____ Grant Agreement must be approved in writing by the City and the Council in accordance with Sections 2.09 and 2.10 of the _____ Grant Agreement.
3. **PERFORMANCE MONITORING.** The Grantee must comply with all requirements in the _____ Grant Agreement. The Grantee must submit periodic reports to the City on the status of the Project, the expenditure of the Grant funds, and the sources and expenditure of the match funds. Submission of properly completed payment draw request forms required under Section 7 herein will constitute periodic reports. The Grantee must also complete and submit to the City: (i) annual reports per Section 2.06 (c) of the _____ Grant Agreement and (ii) a closeout report form per Section 4.03 of the LCDA Grant Agreement.

A default under the Grant Agreement will constitute noncompliance with this Grant Agreement. If the City finds that there has been a material failure to comply with the provisions of this Grant Agreement,

the City may take action to protect its interests, including refusal to disburse additional funds and acceleration of the Loan. If action to correct such default is not taken by the Grantee within thirty (30) calendar days (or such longer period as is reasonably necessary and approved by the City) after being notified by the City, the City may terminate this Grant Agreement. Termination does not alter Grantee's obligation to repay any Grant funds due to the City as a result of a default under the terms of this Grant Agreement. The City agrees that a cure of an event of default under this Grant Agreement made or tendered by the Grantee's limited partner or its designee shall be accepted or rejected on the same basis as if such cure was made or tendered by the Grantee and, to the extent accepted, shall be deemed to be a cure by Grantee hereunder.

Notwithstanding any contrary provision of this Grant Agreement, if for any reason other than solely the City's negligence in managing the Grant funds or a default by the City under the Grant Agreement unless the default is caused by a default by Grantee, the Council requires the City to repay any or all of the Grant funds, Grantee unconditionally agrees that it will repay whatever funds are required to be returned to the Council within thirty (30) days of written notification of the Council's requirement, and, in addition, agrees to pay any and all expenses incurred by the City in enforcing this provision. Grantee hereby expressly and irrevocably waives all defenses in any action brought by the City to enforce this provision based on claims of waiver, release, surrender, alteration or compromise. This provision shall survive expiration or termination of this Grant Agreement.

5. **TIME OF PERFORMANCE.** Grantee must complete the Project on or before December 31, 2026, unless extension are granted by the City and the Council (the "**End Date**"). The City is not obligated to disburse funds for any Project Costs incurred after the End Date or any earlier termination, whichever occurs first. Any Grant funds not disbursed prior to the End Date will revert to the Council and the Grant amount will be reduced accordingly.
6. **CONDITIONS PRECEDENT TO DISBURSEMENT.** The following requirements are conditions precedent to disbursement of the Grant:
 - A. The Grantee shall have provided evidence satisfactory to the City showing that Grantee has title in fee simple and possession of the Project site.
 - B. All filing fees for the Mortgage shall have been paid by Grantee.
 - C. The Grantee shall have deposited in escrow with a title insurance company or otherwise have committed to the satisfaction of the City, equity, Grant proceeds or other funds sufficient together with the Grant funds to pay for all unpaid Project Costs.
 - D. The Grantee shall have provided evidence of compliance with the environmental site assessment requirement in Section 4.04 of the LCDA Grant Agreement, if applicable.
 - E. The Grantee shall have provided the City with evidence of compliance with the insurance requirements of Section 10(E) herein.
 - F. The City shall have reasonably approved the entities that will be under contract with the Grantee to complete the Project.
 - G. The Grantee shall have provided evidence satisfactory to the City showing that Grantee intends to rent all of the units to tenants at an AMI level consist with the Grant Agreement, which Grantee has provided as of the date hereof.

- H. The City shall have approved Grantee's affirmative action plan.
- I. The Grantee shall have provided to the City such evidence of compliance with all of the provisions of this Grant Agreement as the City may reasonably request.
- J. The Grantee shall have submitted a disbursement request per Section 7 herein.

7. **DISBURSEMENT.** It is expressly agreed and understood that the total amount to be disbursed by the City under this Grant Agreement will not exceed \$942,500. The final request for disbursement must be submitted within five (5) months after the End Date, unless extensions are granted by the City and the Council. The City will make disbursements no more often than every 30 days and only upon receipt of a written disbursement request from Grantee acceptable to the City and the Council, which shall include the following:

- A. Completed and executed disbursement request in the form attached hereto as Exhibit C (the "**Disbursement Request Form**"), and accompanied by itemized invoices from each provider to be paid or cost to be reimbursed.
- B. Completed Payment Request Summary Form in the form required by the Council.

Collectively, the Disbursement Request Form and the Payment Request Summary Form shall be referred to as a "**Disbursement Request.**"

The City shall, upon its approval of a Disbursement Request, forward the Payment Request Summary Form and supporting invoices to the Council for approval. The Council is the final arbiter of what costs are eligible for reimbursement. Upon Council approval and disbursement of the approved amounts of Grant funds, the City shall disburse the approved amount of Grant funds to Commercial Partners Title LLC ("**Title**"). Title shall disburse the Grant funds in accordance with the information provided in the Disbursement Request and pursuant to the Master Disbursement Agreement among the City, the Grantee, Title and the other lenders.

8. **NOTICES.** Communication and details concerning this Subrecipient Grant Agreement shall be directed to the following representatives:

City: City of Rogers
22350 S. Diamond Lake Road
Rogers, MN 55374
Phone: (763) 428-0915
Attention: Brett Angell, Community Development Director

Grantee: Community Housing Coalition
2905 Lexington Ave. South, Suite 100
Eagan, MN 55121
Phone:
Attention: Executive Director

With copies to:

Husch Blackwell
80 S. Eighth Street, Suite 4800

Minneapolis, MN 55402
Phone: 612-852-2716
Attn: Emily Chad

Title: Commercial Partners Title LLC
200 South Sixth Street, Suite 1300
Minneapolis, MN 55402
Phone: (612) 337-2480
Attn: _____

9. **STORMWATER DISCHARGE AND WATER MANAGEMENT PLAN REQUIREMENTS.** The Grantee shall meet all applicable requirements of:

- A. Federal and state laws relating to stormwater discharges including, without limitation, any applicable requirements of Code of Federal Regulations, title 40, parts 122 and 123; and
- B. The Council's *2030 Water Resources Management Policy Plan* and the local water management plan for the jurisdiction within which the Project is located.

10. **GENERAL CONDITIONS.**

- A. **General Compliance.** The Grantee agrees to comply with all applicable federal, state and local laws and regulations governing the Project and funds provided under this Grant Agreement.
- B. **Independent Contractor.** Nothing contained in this Grant Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Grantee shall at all times remain an independent contractor with respect to the services to be performed under this Grant Agreement. The City shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and workers' compensation insurance.
- C. **Indemnification and Hold Harmless.** The Grantee shall hold harmless, defend, and indemnify the City and Council from any and all liability, claims, actions, suits, charges, damages, losses, costs, expenses, and judgments whatsoever, including reasonable attorney's fees, that arise directly or indirectly out of the Grantee's, its contractors, or subcontractors performance or nonperformance of the services or subject matter called for in this Grant Agreement. This clause shall not be construed to bar any legal remedies Grantee may have for the City's or Council's failure to fulfill its obligations pursuant to this Grant Agreement.

Claims included in this indemnification include, without limitation, any claims asserted pursuant to the Minnesota Environmental Response and Liability Act (MERLA), Minnesota Statutes, Chapter 115B, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA) as amended, United States Code, title 42, Sections 9601 et. seq., and the Federal Resource Conservation and Recovery Act of 1976 (RCRA) as amended, United States Code, title 42, Sections 6901 et. seq. This indemnification shall not be construed as a waiver on the part of either the City or the Council of any immunities or limits on liability provided by Minnesota Statutes, Chapter 466 or other applicable State or Federal law.

- D. **Workers' Compensation.** The Grantee shall provide workers' compensation insurance coverage for any employees involved in the performance of this Grant Agreement.

E. Insurance. The Grantee shall maintain the insurance coverages set out in the Mortgage.

11. ADMINISTRATIVE REQUIREMENTS.

A. Accounting Standards. The Grantee agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting practices to properly account for expenses incurred under this Grant Agreement.

B. Records.

1. Retention. The Grantee shall retain all records pertinent to expenditures incurred under this Grant Agreement until conclusion of the latest of (a) six (6) years after the Grantee has completed the Project; or (b) six (6) years after the Grantee has expended all proceeds of the Grant; or (c) six (6) years after the resolution of all audit findings. Records for nonexpendable property acquired with funds under this Grant Agreement shall be retained for six (6) years after final disposition of such property. Records for any displaced person must be kept for six (6) years after he/she has received final payment.
2. Inspections. All Grantee records with respect to any matters covered by this Grant Agreement shall be made available to the City, Council, or their designees at any time during normal business hours, as often as the City or Council deems reasonably necessary, to audit, examine, and make excerpts or transcripts of all relevant data.
3. Data Practices Act. The Grantee shall comply with applicable provisions of the Minnesota Government Data Practices Act, Chapter 13.

12. PERSONNEL AND PARTICIPANT CONDITIONS.

A. Equal Employment Opportunity. Grantee agrees for itself and its successors and assigns, that during the term of this Grant Agreement:

1. Grantee will comply with the applicable federal, state, and local laws, rules, and regulations regarding equal employment opportunities, including nondiscrimination provisions contained in Chapter 181, Minnesota Statutes, the Americans with Disabilities Act of 1990 (as amended), Section 109 of the Housing and Community Development Act of 1974 (as amended), the Age Discrimination Act of 1975 (as amended) and Executive Order 11246, as amended by Executive Order 12086.
2. Grantee is committed to the concept of equal opportunity in both participation by women and minority business enterprises and employment of women and minorities, and agrees that the affirmative action program of Grantee is binding on Grantee.
3. Grantee will take such action with respect to any construction contract, subcontract, or purchase order as City may direct as a means of enforcing such provisions, including sanctions for noncompliance.
4. In the event of the Grantee's noncompliance with these nondiscrimination clauses, the contract may be cancelled, terminated, or suspended, in whole or in part.

B. Affirmative Action.

1. Plan. The Grantee shall develop an affirmative action plan. The City shall provide affirmative action guidelines to the Grantee to assist in the formulation of such plan. The Grantee shall submit any necessary affirmative action documentation to the City for approval prior to the disbursement of funds.
2. Access to Records. The Grantee shall furnish all information and reports required hereunder and by the rules and regulations of the City, and to permit access to the Grantee's books, records and accounts for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.
3. Notifications. The Grantee shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or worker's representative of the Grantee's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. EEO/AA Statement. The Grantee shall, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that it is an equal opportunity or affirmative action employer.

C. Conduct.

1. Assignability. The Grantee shall not assign or transfer any interest in this Grant Agreement (whether by assignment or novation) without the prior written consent of the City; provided, however, that claims for money due or to become due to the Grantee from the City under this Grant Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.
2. Subcontracts.
 - (a) Selection Process. The Grantee shall undertake to insure that all contracts and subcontracts let in the performance of this Grant Agreement shall be awarded on a fair and open competition basis. Executed copies of all contracts and subcontracts along with documentation concerning the selection process shall be forwarded to the City upon request.
 - (b) Monitoring. The City may monitor contracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
 - (c) OSHA. Grantee shall require that contractors performing work being paid with the Grant funds be in compliance with all applicable OSHA regulations, especially the Federal Hazardous Waste Operations and Emergency Response Standards (29 C.F.R. 1910.120 and 29 C.F.R. 1926.65).

13. MISCELLANEOUS.

- A. Copyright. If this Grant Agreement results in any copyrightable material, the author is free to copyright the work, but the City and/or the Council reserves the right to royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the work for government purposes.
- B. Religious Organization. The Grantee agrees that funds provided under this Grant Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization.
- C. Plain Language Law. To the extent applicable, the Grantee shall comply with provisions of the plain language law requiring written material produced for applicants and recipients to be understandable to a person who reads at the seventh grade level (Minn. Stat. § 116J.0124,1988).
- D. Governing Law. This Grant Agreement shall be governed by, and construed in accordance with, the laws of the State of Minnesota.
- E. Counterparts. This Grant Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same agreement.
- F. Acknowledgements. The Grantee shall acknowledge the financial assistance provided by the City and Council in promotional materials, press releases, reports and publications relating to the Project. The acknowledgement should contain the following language:

*Financing for this project was provided by the Metropolitan Council
Metropolitan Livable Communities Fund and the City of Rogers.*

Until the Project is completed, the Grantee shall ensure the above acknowledgement language, or alternative language approved by the Council's authorized agent, is included on all signs located at project or construction sites that identify project funding partners or entities providing financial support for the project.

- G. Limited Recourse. Except in the case of fraud or willful misconduct, neither Grantee nor any partner, officer, director, shareholder, employee or agent of Grantee shall have any personal liability for Grantee's obligations hereunder or under the Note or Mortgage, it being recognized by the City that the obligations of Grantee hereunder and under such documents are nonrecourse obligations and that the remedies of the City are limited to the security provided hereunder.

(Signature pages follow.)

(Signature page to Subrecipient Grant Agreement)

IN WITNESS WHEREOF, the parties have executed this Grant Agreement as of the date first written above.

CITY OF ROGERS

By: _____

Its: _____

By: _____

Its: _____

(Signature page to Subrecipient Grant Agreement)

COMMUNITY HOUSING COALITION, a Minnesota non-profit corporation

By: _____
Richard Morpew, President

ACKNOWLEDGMENT OF TITLE

The undersigned hereby acknowledges and accepts the obligations of "Title" under the attached Grant Agreement dated as of _____, 2022, between Bottineau Ridge III of Maple Grove Limited Partnership and the City of Maple Grove.

IN FURTHERANCE WHEREOF, the undersigned has hereunto set its hand as of this ____ day of _____, 2022.

COMMERCIAL PARTNERS TITLE LLC

By _____

Its _____

[..\City\LCDA Application\Signed_Rogers LCDA Grant Agreement.pdf](#)

FIFTH AMENDMENT TO PURCHASE AGREEMENT

THIS FIFTH AMENDMENT is made and entered into this 14th day of October 2025 (“Effective Date”), by and between the City of Rogers, a Minnesota municipal corporation (the “Seller”) and Duffy Development Company, Inc., a Minnesota corporation (the “Buyer”).

RECITALS

- 1) The Seller is the fee owner of approximately 1.94 acres of real property legally described at Lot 2, Block 1, Main Street Center Addition, Hennepin County, Minnesota (the “Property”).
- 2) The Seller has agreed to sell and the Buyer has agreed to purchase the Property subject to the terms and conditions of the purchase agreement duly executed between the parties on February 21st, 2025 (the “Purchase Agreement”).
- 3) The Buyer and Seller agreed to the First Amendment to the Purchase Agreement on April 22nd, 2025, allowing for an additional 60-days to closing related to the Buyer’s financing.
- 4) The Buyer and Seller agreed to the Second Amendment to the Purchase Agreement on June 24th, 2025, allowing for an additional 45-days to closing related to the Buyer’s financing.
- 5) The Buyer and Seller agreed to the Third Amendment to the Purchase Agreement on August 12th, 2025, allowing for an additional 45 days to close related to the Buyer’s financing.
- 6) The Buyer and Seller agreed to the Fourth Amendment to the Purchase Agreement on September 23rd, 2025, allowing for an additional 21 days to close related to the completion of required agreements.
- 7) The parties agree to amend Section 3 Closing Date based upon the need for an additional 26 days for the continued negotiation and completion of required documents for the development.

NOW, THEREFORE, the parties hereto agree as follows:

- 1) The Closing Date (Section 3 of the Purchase Agreement) shall be amended from October 19, 2025, to November 14, 2025.
- 2) All other terms of the purchase agreement and any amendments remain binding.

[Signatures on following page.]

BUYER:

Duffy Development Company, Inc.

By: _____
John Duffy, President

SELLER:

City of Rogers

By: _____
Shannon Klick, Mayor

By: _____
Stacie Brown, City Clerk

UTILITY, PARKING AND ACCESS EASEMENT AGREEMENT

THIS UTILITY, PARKING AND ACCESS EASEMENT AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 20__ (“Effective Date”), by and among the City of Rogers, a municipal corporation under the laws of the state of Minnesota (“Rogers”), W&W Properties LLC, a limited liability company under the laws of the state of Minnesota (“W&W”), Duffy Development Company, Inc., a corporation under the laws of the state of Minnesota (“Duffy”), and AS&W Properties 1 LLC, a limited liability company under the laws of the state of Minnesota (“AS&W”). W&W, Duffy and AS&W may be individually referred to herein as a “Benefited Party,” and collectively referred to herein as the “Benefited Parties.” Rogers, W&W, Duffy and AS&W may be individually referred to herein as a “Party,” and collectively referred to herein as the “Parties.”

RECITALS

WHEREAS, W&W is the fee owner of Lot 1, Block 1, Main Street Center, Hennepin County, Minnesota (“Lot 1”) and;

WHEREAS, Rogers is the fee owner of Lot 2, Block 1, Main Street Center, Hennepin County, Minnesota (“Lot 2”), provided that, contemporaneous with recording of this Agreement, Rogers will convey Lot 2 to Duffy, and;

WHEREAS, AS&W is the fee owner of that certain property legally described on Exhibit A attached hereto (“AS&W Lot”) (Lot 1, Lot 2, and AS&W Lot may be collectively referred to herein as the “Lots”), and;

WHEREAS, upon closing of financing with Minnesota Housing, Duffy intends to transfer ownership of Lot 2 and the Project to Rogers Senior of Rogers Limited Partnership, a Minnesota limited partnership (Senior Housing LP) at which time Duffy’s rights and obligations under this Agreement shall be assigned, with Roger’s written consent, to Senior Housing, LP, and;

WHEREAS, upon completion of construction and acceptance by the City, Duffy intends to convey a portion thereof back to the City as depicted and described in Exhibit B attached hereto (“City Lot”), and

WHEREAS, Duffy intends to convey a portion thereof to W&W as depicted and described in Exhibit B attached hereto (“ADA Lot”) at the time of plat recording, and;

WHEREAS, to provide suitable access to Main Street and parking for the Lots, Duffy or an affiliate will improve a drive aisle (“Access Drive Area”) and parking lot (“Parking Easement Area”) over the City Lot prior to conveyance thereof to the City as generally depicted on Exhibit B attached hereto and as generally described in the plans in Exhibit C attached hereto, and;

WHEREAS, the Parties wish to establish for the benefit of the Lots and the public certain non-exclusive privileges to provide access over the Access Drive Area, and;

WHEREAS, the Parties wish to establish for the benefit of the W&W Lots certain non-exclusive privileges to install, maintain, repair and replace utilities in that certain area legally described and generally depicted on Exhibit D attached hereto (the “Utility Easement Area”) (Access Drive Area, Utility Easement Area and Parking Easement Area may be collectively referred to herein as the “Easement Areas”), and;

WHEREAS, the Parties wish to establish for the benefit of the Lots and the public a permanent, non-exclusive parking easement in the Parking Easement Area to be initially striped or otherwise marked with twenty-nine (29) surface parking stalls with no time restrictions, and a permanent, non-exclusive easement for parking in an area to be initially striped or otherwise marked with ten (10) additional surface parking stalls for parking during hours restricted from the hours of 8:00 A.M. until 3:00 P.M. each day for parking for the first floor common space located in the building to be developed on Lot 2 (such space currently intended to be used as a Senior Center), and subject to use and time restriction as determined by Rogers, for the hours outside the time restrictions stated above, provided, however that such stalls shall, during the hours outside the time restrictions stated above, always remain available to the public and not be dedicated to any one property or use, all in a parking area on Lot 2 (the Parking Easement Area). The Access Drive and Parking Easement together shall constitute Outlot A, as generally depicted on Exhibit B, and;

WHEREAS, improvement of the Access Drive Area and Parking Easement Area is to be completed by Duffy, and;

WHEREAS, the Parties desire to enter into this Agreement to provide the Parties, and their successors, transferees and assigns, with suitable access to Main Street and parking to facilitate development or redevelopment of the Lots.

NOW, THEREFORE, for good and valuable consideration, the Parties hereto hereby agree, covenant, and declare as follows:

1. Access Easement. Rogers hereby grants and conveys for the benefit of the Lots and their owners, employees, agents, contractors, tenants, customers, licensees, guests, or invitees (“Lot Users”), and the public, a perpetual, non-exclusive appurtenant easement on, under, over, and across the Access Drive Area for vehicular and pedestrian ingress and egress to and from Main Street.

2. Utility Easement. Rogers hereby grants and conveys for the benefit of Lot 1 a perpetual, non-exclusive appurtenant easement on, under, over and across the Utility Easement Area to install, maintain, repair and replace buried, underground and overhead utilities serving Lot 1 in accordance with applicable law and as depicted in the civil engineering designs and specifications attached hereto as Exhibit C. In the event existing overhead utility lines serving the Lot 1 are permanently placed underground (temporary placement underground shall have no impact on this utility easement right) in compliance with all applicable laws, this utility easement shall thereafter be deemed to merely provide for the specified utility easement rights for underground utilities serving Lot 1 and overhead utilities shall thereafter no longer be permitted.

3. Parking and Curbing in Access Drive Area. The use of the Access Drive Area shall not unreasonably interfere with, block or inhibit access to or from the Lots. In accordance with Section 42-128 of Rogers City Code, as may be amended from time to time, parking in the Access Drive Area shall not be allowed except commercial vehicles for brief, intermittent, temporary parking for purposes of loading and unloading passengers and for the unloading of supplies and business deliveries not to exceed 30 minutes. The Access Drive Area shall not be obstructed by personal property, refuse or debris. Notwithstanding any provision herein to the contrary, in accordance with Section 42-123 of Rogers City Code, parking in the Access Drive Area may be further restricted or prohibited by Rogers.

4. Parking Easement over Lot 2. Rogers hereby grants and conveys for the benefit of the Lots, Lot Users, and the public, specifically including the residents, guests, customers and/or other invitees of W&W, AS&W and Senior Housing LP, a permanent non-exclusive easement for vehicular parking on, over, and across the Parking Easement Area for vehicular and for pedestrian access, ingress and egress over the Parking Easement Area.

5. Improvement, Maintenance and Repair. Upon Rogers' conveyance of Lot 2, Duffy shall grade, pave and improve, at its expense, the Parking Easement Area in compliance with the City Code and in a manner suitable for use as intended by this Agreement, all in accordance with the Plans attached hereto as Exhibit C, which Plans have been reviewed, acknowledged and approved by all Parties. Thereafter, Duffy shall maintain the Access Drive Area and Parking Easement Area in a good and safe condition including cleaning, repairing, and replacing the paved surface (excluding any repairs required in connection with maintenance of any underground utilities serving Lot 1, as contemplated by Paragraph 2 herein, with such repairs and the related costs to be the sole responsibility of the Lot 1 Owner), striping parking spaces, maintaining lighting facilities, and obtaining electricity therefor, and removing snow and ice. Duffy shall be responsible for one-half (1/2) of all Access Drive Area and Parking Easement Area maintenance costs and expenses, and Rogers shall be responsible for one-half (1/2) of all Access Drive Area and Parking Easement Area maintenance costs and expenses. Rogers shall pay its share of the reasonable costs of such maintenance and repair to the Lot 2 Owner within thirty (30) days after receipt of an invoice therefor. Duffy's obligation to maintain and clear the Access Drive Area and Parking Easement Area shall be in accordance with reasonable and customary standards for residential and general public parking. Additional, incremental and/or unique maintenance for the specific commercial operations on Lot 1 shall not be the responsibility of Duffy. In the event Rogers wishes to engage in periodic additional snow and ice clearing as winter conditions may require, Rogers may do so at its sole expense. The Parties (and any future assignee) acknowledge that winter conditions may require

the temporary storage of accumulated snowfall on one or more parking stalls within the Parking Easement Area, potentially rendering such parking stalls temporarily unavailable.

If any charge or expense payable under this Agreement is not received within thirty (30) days after its due date, such overdue payment shall bear interest at the rate of eight percent (8%) per annum from the applicable due date, without regard to any grace period, until the date such payment is received.

Duffy shall exercise commercially reasonable efforts to perform maintenance and repair work in a manner that minimizes interference with the continuing use of the Access Drive Area and Parking Easement Area for access and parking purposes, except as reasonably necessary during construction or maintenance of improvements within the Access Easement Area or Parking Easement Area. If Duffy fails to keep the Access Drive Area or the Parking Easement Area in good condition and repair, and such failure continues for thirty (30) days after receipt of written notice from Rogers, Rogers may perform needed maintenance or repairs, and thereafter Duffy shall pay its one-half (1/2) share of the reasonable costs of such repairs to Rogers within thirty (30) days after receipt of an invoice therefore. All work performed within the Access Drive Area and the Parking Easement Area shall be performed in a good and workmanlike manner, and such work shall be performed by reputable and insured contractors.

Rogers and Duffy shall indemnify each other for mechanic's liens filed against a Lot, which liens arise from non-payment or non-performance of the indemnifying party. Rogers and Duffy shall release and hold harmless each other with respect to any damages arising in connection with the construction of any improvements made to the Access Drive Area and Parking Easement Area which are contemplated herein and made (i) by a licensed contractor following all applicable codes and regulations, and (ii) for the benefit of all parties to this Agreement. Neither Rogers nor Duffy is responsible for any damage, loss or theft of any vehicle or any other personal property occurring in the Access Drive Area or Parking Easement Area. Notwithstanding any other terms of this Agreement, if Minnesota Housing Finance Agency ("MHFA") receives title to Lot 2 following a foreclosure, deed-in-lieu thereof or by other means as a result of exercising any remedy available to it under its mortgage encumbering the Project, MHFA, as successor-in-interest to the Owner of Lot 2, shall not be required to comply with the other terms of this Section regarding indemnification.

6. Restrictions. Except as otherwise constructed pursuant to this Agreement, no barriers, fences, curbs, walls, ditches, barricades or other structures or obstacles will be erected within the Easement Areas so as to unreasonably interfere with, impede, slow, divert or prevent vehicular and pedestrian traffic from freely passing over and across such areas or to interfere with, or prevent the installation, maintenance, repair and replacement of buried, underground and overhead utilities, except as reasonably necessary during construction, re-construction or maintenance of improvements within the Easement Areas, provided however, that each Party shall have the right to enact reasonable rules concerning the conduct and operation on driveways, parking lots, and other access areas situated on their respective Properties.

7. Legal Requirements. Each Party shall comply with all laws in the exercise of their respective rights, or performance of their respective obligations, under this Agreement.

8. Term. The term of this Agreement and the obligations hereunder shall be perpetual.

9. Acknowledgement of Plans and Waivers. All parties hereto have reviewed and approved the Plans attached hereto as Exhibit C and acknowledge the sufficiency of the Plans with respect to each Party's intended use of the Parking Access Area and Access Easement Area. Upon completion of the improvements to the Parking Access Area and Access Easement Area described in Paragraph 5 herein accordance with the Plans, each party to this Agreement hereby waives any and all claims against any other Party to this Agreement regarding the design of the Parking Access Area and Access Drive Area subject to only the rights or obligations under the terms of this Agreement.

10. Successors and Assigns. This Agreement shall run with the land and shall be binding on and inure to the benefit of the Parties hereto, and their successors, transferees and assigns. This Agreement shall be recorded in the property records of Hennepin County, Minnesota.

11. Waiver. No waiver of any of the provisions of this Agreement, nor any failure to enforce the rules or restrictions contemplated herein, shall be deemed, or shall constitute, a waiver of any other provision, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

12. Insurance. Rogers and Duffy (and any future assignee) shall maintain a policy of insurance naming the other as an additional insured with coverage in an amount not less than \$1,500,000.00 against claims and liabilities arising in connection with use of the Access Drive and Parking Easement Area by Rogers and Duffy and their employees, tenants, and invitees. If reasonable available, each policy shall provide that the insurer waives its right to subrogation under the policy against each other. Upon request, Rogers and Duffy shall provide proof that such policy of insurance is paid and in force to any other Lot Owner who so requests.

13. Due Authorization and Authority. The Parties hereby represent and warrant to each other that each has the proper authority to enter into this instrument, and that this instrument constitutes the valid, legal, and binding agreement of said party, enforceable in accordance with their terms, except as the same may be limited by bankruptcy, insolvency, reorganization, or other laws relating to or affecting creditors' rights generally.

14. Joinder; permitted encumbrance. This Agreement does not require the joinder or approval of any other person and each of the Parties respectfully has the full, unrestricted and exclusive legal right and power to enter into this Agreement for the term and upon the provisions recited in this Agreement and for the use and purposes set forth above. This Agreement shall constitute a permitted encumbrance under any future loan agreement and mortgage entered into between the Parties and any construction or permanent lender or for any existing loan agreement and mortgage, if lender consent is obtained.

15. Entire Agreement; Amendments. This Agreement represents the complete agreement of the Parties hereto regarding the subject matter hereof. This Agreement supersedes any contemporaneous or prior oral or written agreement concerning the subject matter herein, and the terms of this Agreement supersedes any existing provision, term or right in any existing easement agreements of record benefitting the AS&W Lot to the extent inconsistent with the terms hereof, and that any insurance and indemnification obligation which may be specified in an existing easement agreements of record benefitting the AS&W Lot shall be void and unenforceable. This Agreement shall not be amended unless by a writing signed by all of the Parties provided, however, that the Parties agree to execute an amendment hereto reflecting the re-plat and conveyance(s) contemplated in the recitals above to be recorded contemporaneous with the recording of such plat and conveyance(s). All exhibits referenced in this Agreement are attached hereto and incorporated herein by this reference.

165. Governing Laws. This Agreement shall be governed in accordance with the laws of the State of Minnesota.

17. Severability. If any term, provision, or condition contained in this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement (or the application of such term, provision, or condition to persons or circumstances other than those in respect to which it is invalid or unenforceable) shall not be affected thereby, and each term, provision, or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

18. Notices. Any notice, demand, request, or other communication which may or shall be given to the Parties shall be made in writing and shall be deemed given or served on the date the same is hand delivered or three (3) business days after the date of mailing if deposited in the United States mail, registered or certified, postage prepaid, and addressed as follows: Notices to a lot owner shall be sent to the registered office address of the lot owner on file with the Office of the Minnesota Secretary of State, and notices to Rogers shall be addressed to the City Administrator.

19. Headings. Headings contained herein are inserted only as a matter of convenience and for reference and do not affect the terms and provisions hereof.

20. No Merger; Binding Effect. The easements and obligations created herein shall not be terminated by the doctrine of merger notwithstanding the fact that title to the Lots may be held by the same owner from time to time.

21. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

22. Enforcement. Without limiting any other provision of this Agreement, if a Party breaches, defaults or fails to perform any of its obligations set forth in this Agreement and fails to correct or cure such breach, default or non-performance within thirty (30) days after written notice of such default by any other Party (or such shorter cure period as may be provided in this Agreement), then such breach, default or non-performance shall constitute an "Event of Default" hereunder. In addition to any other remedies set forth in this Agreement, an Event of Default under this Agreement may be enforced by any Party by legal or equitable action (including specific performance) in the

courts of Hennepin County, Minnesota. In the event an action is commenced, the prevailing party (as determined by the Court) shall be entitled to recover costs and expenses incurred in such action, including reasonable attorneys' fees (as determined by the Court), from the non-prevailing party up to an amount not to exceed \$7,500.00.

23. Incorporation of Recitals. The recitals set forth above are true and correct and are incorporated into and made a part of this Agreement by this reference with the same force and effect as if fully set forth in the body of this Agreement.

(The rest of this page is intentionally left blank.)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

CITY OF ROGERS

By: _____
Shannon Klick, Mayor

By: _____
Stacie Brown, City Clerk

STATE OF _____)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 20____, by Shannon Klick Ilhi, the Mayor of the City of Rogers, a municipal corporation under the laws of the State of Minnesota, who executed the same on behalf of the municipal corporation.

Notary Public

STATE OF _____)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 20____, by Stacie Brown, the City Clerk of the City of Rogers, a municipal corporation under the laws of the State of Minnesota, who executed the same on behalf of the municipal corporation.

Notary Public

W&W PROPERTIES LLC,
a Minnesota limited liability company

By: _____
Ashraf Wahba, Manager

STATE OF _____)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 20____, by
Ashraf Wahba, the Manager of W&W PROPERTIES LLC, a Minnesota limited liability company,
who executed the same on behalf of the limited liability company.

Notary Public

DUFFY DEVELOPMENT COMPANY, INC.,
a Minnesota corporation

By: _____
Name: _____
Title: _____

STATE OF _____)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 20____, by _____, the _____ of Duffy Development Company, Inc., a Minnesota corporation, who executed the same on behalf of the corporation.

Notary Public

AS&W PROPERTIES 1 LLC,
a Minnesota limited liability company

By: _____
Name: _____
Title: _____

STATE OF _____)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 20____, by _____, the _____ of AS&W Properties 1 LLC, a Minnesota limited liability company, who executed the same on behalf of the limited liability company.

Notary Public

THIS INSTRUMENT DRAFTED BY:

4152719

EXHIBIT A
LEGAL DESCRIPTION OF AS&W LOT

Tract A

Lot 10, Auditor's Subdivision No. 234, Hennepin County, Minnesota.

Tract B

That part of the South 10 feet of the Southeast Quarter of the Northwest Quarter of Section 23, Township 120, Range 23, lying East of the Northerly extension of the West line of Lot 10, Auditor's Subdivision No. 234, Hennepin County, Minnesota, also described as the South 10 feet of that part of Lot 2, Auditor's Subdivision No. 234, lying East of the Northerly extension of the West line of Lot 10.

Tract C

Together with a non-exclusive easement for the benefit of Tracts A and B, above, for vehicular and pedestrian traffic for ingress and egress to and from said tracts, in, over and upon the following described land:

That part of the North 15 feet of the South 25 feet of the Southeast Quarter of the Northwest Quarter, Section 23, Township 120, Range 23, lying East of the Northerly extension of the West line of Lot 10, Auditor's Subdivision No. 234, Hennepin County, Minnesota.

Tract D

That part of Lot 9 lying North of the Westerly extension of the South line of Lot 10, Auditor's Subdivision No. 234, Hennepin County, Minnesota.

Abstract property (Tracts A and B)

Torrens property Certificate No. 680768 (Tract C)

Torrens property Certificate No. 1363202 (Tract D)

EXHIBIT B
LEGAL DESCRIPTION AND DEPICTION OF THE CITY LOT INCLUDING ACCESS
DRIVE AREA AND PARKING EASEMENT AREA AND LEGAL DESCRIPTION AND
DEPICTION OF THE ADA LOT

[TO BE ADDED]

EXHIBIT C
LEGAL DESCRIPTION AND DEPICTION OF THE UTILITY EASEMENT AREA
[TO BE ADDED]

EXHIBIT D
IMPROVEMENT PLANS
[TO BE ADDED]



STAFF REPORT

Meeting Date: October 14, 2025

ROGERS CITY COUNCIL

Agenda Item: 5.9

Subject: Approve Replacement of Four (4) Rooftop Units, One (1) Make-Up Air Unit, and Update Controls at the Ice Arena by VLSI, Inc.

Prepared By: Mike Bauer, Parks & Recreation Director

Recommended Council Action

Move to authorize the replacement of the Rogers Activity Center rooftop and make-up air units VLSI Inc., including the associated building controls upgrade to BACnet, and to fund the project through the Activity Center Capital Reserve Fund as identified in the approved 2025 Capital Improvement Plan.

Overview / Background / Analysis

The TruStone Center's ice arena's rooftop heating and cooling systems are original to the building and have reached the end of their useful life. Over the past several years, the units have required increasing maintenance levels, and replacement parts have become difficult to source. As a result, staff identified the replacement of these systems in the City's Capital Replacement Plan for 2025, which allocates \$110,581 for the rooftop units (RTU) and \$40,793 for the make-up air unit (MAU).

During the Request for Proposal (RFP) process, it was determined that the facility's building control system would also need to be upgraded. The current LON-based automation system is obsolete and incompatible with modern HVAC controls. Upgrading to a BACnet-based system will align the Activity Center with the new HealthPartners Fieldhouse and the future Rink 2, allowing all facilities to operate on a unified, energy-efficient platform with shared monitoring and remote management capabilities.

The City received multiple proposals for replacing four rooftop units and one make-up air unit and converting the building control system to BACnet. All proposals include unit removal and installation, hoisting, permits, electrical and gas reconnections, start-up, warranties, and full integration with the building automation system.

Contractor	Total Proposal	Equipment Summary
VLSI, Inc.	\$173,600	(4) York high-efficiency two-stage RTUs (3×6-ton, 1×20-ton) and (1) Rupp Air direct-fired MAU, including full Tridium N4-9000 BACnet controls upgrade to replace all LON controllers and integrate RTUs, MAU, and auxiliary equipment.
SCR, Inc.	\$215,155	(4) Trane high-efficiency RTUs (1×20-ton, 3×6-ton) and (1) Modine indirect-fired MAU, including replacement of Honeywell

Yale Mechanical	\$215,521	Spyder controllers with Optimizers, JACE 9000 upgrade, and BACnet integration compatible with existing Honeywell BAS. (4) Carrier WeatherMaker RTUs (1×20-ton, 3×6-ton) and (1) Rupp Air indirect-fired MAU, including Minnesota Controls full BACnet conversion, JACE 9000 upgrade, and new controls for MAUs and dehumidification systems.
RJM Construction (Sourcewell)	\$320,230	(4) RTUs and (1) indirect-fired MAU with full BACnet controls conversion, programming, graphics, and commissioning through Sourcewell cooperative purchasing.

This project will be funded through the Rogers Activity Center Capital Reserves, consistent with the approved 2025 Capital Improvement Plan.

Budgeted Amounts:

Rooftop Units – \$110,581

Make-Up Air Unit – \$40,793

Total Budgeted: \$151,374

The proposals exceed the original budget due to the necessary control system modernization. This upgrade ensures system compatibility with all facilities at the TruStone Center campus and positions the City for efficient energy management across the complex.

Staff Recommendation

Move to authorize the replacement of the Rogers Activity Center rooftop and make-up air units by VLSI Inc., including the associated building controls upgrade to BACnet, and to fund the project through the Activity Center Capital Reserve Fund as identified in the approved 2025 Capital Improvement Plan.

Financial Impact: \$173,600

Source Fund: 400 RAC Capital Reserves

Budgeted? Yes

Supporting Documentation

- A. VLSI Mechanical Replacement
- B. VLSI Control Upgrades



PROPOSAL

Champlin, MN

763-464-7465

timp@vlsi-controls.com

CUSTOMER: City of Rogers Att: Mike Bauer	PROJECT: Rogers Ice Arena 21080 141 st Ave N Rogers, MN 55374
---	--

October 8, 2025

Description: HVAC Equipment Replacement
Disconnect and dispose of (4) packaged RTU's & (1) indirect fired MUA units

Provide and install (4) new packaged RTU's – (3) 6 ton & (1) 20-ton Heat/Cool units

Includes:

R-12 Insulated Curb adaptor Factory Economizer package
RA Smoke detector Coil Hail Guards

Provide and install (1) new direct fired MUA with new R-12 curb adaptor

Remove and reinstall Needlepoint Bipolar Ionization systems on each unit

Reconnect gas, electrical and condensate connections

Hoisting and rigging

Complete start up and 1st yr warranty

Permit

Proposal Amout: \$125,200.00

This installation will not include:

Premium time.	Bonding.	Engineered & coordinated drawings.
Concrete pads.	Fire Protection.	Electrical.
Structural review/supports	Roofing.	Painting.
Starters, power & interlock wiring.	Core drilling.	
Cut, patch, walls, floor, and ceilings.	Removal or protection of floors,	

Payment Terms: TBD

Respectfully,
Tim Peterson
HVAC Manager
763-486-5726
timp@vlsi-controls.com
VLSI, inc.

Acceptance Signature



Champlin, Minnesota 55316
763 464-7465

Technology Proposal

PROPOSAL SUBMITTED TO:
Mike Bauer – City of Rogers

DATE:
October 8, 2025

PROJECT NAME:
Rogers Ice Arena Controls Upgrade

PROJECT LOCATION:
Rogers, Minnesota

VLSI proposes to furnish labor, materials, equipment, insurance, taxes and overhead to complete the above reference project. *VLSI is a Tridium/Vycon distributor with associated remote input/output devices.*

SCOPE OF WORK:

Provide new DDC controls upgrade to a system to be all BACNET compliant. This includes a new Tridium N4-9000 interface controller. All new wiring for the network cable with the old wire removed. New DDC controllers to replace any/all LON based controllers.

- 4 RTU DDC controllers, sensors to match new unit(s).
- 2 MAU DDC controllers, sensors to be reused - if feasible, new and complete controls on one (1) unit that is being replaced
- 1 Desiccant De-humidifier DDC controller replaced, all sensors to remain
- Vilter compressor DDC controller replaced
- EF DDC controller replaced
- EF DDC controller replaced
- Lighting system DDC controller replaced
- Graphics, trending, alarms set up for this site
- **One-Year warranty**
- Supervisor software provided and linking both the Ice Arena and Indoor Turf to one system graphic user pane. (No computer provided – software to reside on a Rogers system computer or server)

Total Base Price:

Total Base Sum: _____ **\$48,400.00**

EXCEPTIONS:

1. No cutting, patching or painting provided.
2. No high voltage work provided.

Respectfully,
Scott Vossen
Field Engineer (proposal good for 60 days)
Cell: 763 464-7465, scottv@vlsi-controls.com



STAFF REPORT

Meeting Date: October 14, 2025

ROGERS CITY COUNCIL

Agenda Item: 5.10

Subject: Approval of the Memorandum of Agreement Between the City of Rogers and LELS (Patrol)

Prepared By: Stacy Scharber, Assistant Administrator/HR Director

Recommended Council Action

Motion to approve the Memorandum of Agreement between the City of Rogers and LELS (Patrol).

Overview / Background / Analysis

The attached Memorandum of Agreement is being proposed for approval between the City and the Patrol Union. Since the Patrol Union contract was signed last year, the State of Minnesota has implemented Minnesota Paid Family and Medical Leave. The MOA addresses the premium cost sharing split of 50/50.

Staff Recommendation

Motion to approve the Memorandum of Agreement between the City of Rogers and LELS (Patrol).

Financial Impact:

Source Fund:

Budgeted? N/A

Supporting Documentation

A. Rogers Officers group PFML MOU 2026

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement sets forth a mutual agreement between the City of Rogers (hereafter "City") and Law Enforcement Labor Services, Inc. (hereafter "Union").

WHEREAS, the City and the Union are subject to a Labor Agreement in effect January 1, 2025 until December 31, 2027 (hereafter "Labor Agreement") representing Police Officers; and

WHEREAS, new laws have been passed in Minnesota relative to Paid Family Medical Leave during the duration of the contract; and

WHEREAS, the City is contemplating using an alternative private plan that offers lower premiums than the State of Minnesota Paid Family and Medical Leave program; and

WHEREAS, the County and Union have agreed to the following clarifying language to Article 17 "LEAVE OF ABSENCE" relative to the alternative private plan.

NOW THEREFORE, the parties agree to the following:

1. The following changes shall be made to Article 17 – LEAVE OF ABSENCE:

17.2 In the event the Employer participates in the Minnesota Paid Family and Medical Leave program or an alternative private plan, effective January 1, 2026, the Employer and Employee will split the premiums for the Minnesota Paid Family and Medical Leave on a 50/50 basis with the Employee share payable through payroll deductions pursuant to Minn. Stat. 268B.14.

2. This Memorandum of Agreement represents the complete and total agreement between the parties regarding this matter.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Agreement to be executed this _____ day of _____, 2025

CITY OF ROGERS

Date

**LAW ENFORCEMENT LABOR
SERVICES, INC.**

9-26-25

Date

Doug Henning 09/29/2025



STAFF REPORT

ROGERS CITY COUNCIL

Meeting Date: October 14, 2025

Agenda Item: 5.11

Subject: Approve the Promotion of Lieutenant Aaron Ende to Paid-on-Call Fire Captain

Prepared By: Patrick Farrens, Fire Chief

Recommended Council Action

Approve the Promotion of Lieutenant Aaron Ende to Paid-on-Call Fire Captain

Overview / Background / Analysis

Lieutenant Aaron Ende has been a dedicated member of the Rogers Fire Department since 2015. Throughout his service, he has played an active role in training and educating fellow firefighters, contributing significantly to the department's first mentorship program, and consistently responding to over 58% of calls for service. Lieutenant Ende's commitment to the Rogers Fire Department is evident not only in his operational duties but also in his passion for professional development and mentoring new members. His influence will continue to shape the department for years to come. He holds numerous certifications that qualify him for his role, including Fire Instructor I, Fire Apparatus Operator, Fire Inspector I, Blue Card Command Certification, and EMT-B, among others.

Staff Recommendation

Approve the Promotion of Lieutenant Aaron Ende to Paid-on-Call Fire Captain.

Financial Impact:

Source Fund:

Budgeted? Yes

Supporting Documentation

None



STAFF REPORT

ROGERS CITY COUNCIL

Meeting Date: October 14, 2025

Agenda Item: 5.12

Subject: Approve the Promotion of Firefighter Mike Parker to Paid-on-Call Fire Lieutenant

Prepared By: Patrick Farrens, Fire Chief

Recommended Council Action

Approve the Promotion of Firefighter Mike Parkter to Paid-on-Call Fire Lieutenant

Overview / Background / Analysis

Firefighter Michael Parker has served with the Rogers Fire Department since 2012. Throughout his tenure, he has been a vital contributor to the department's radio communications and programming systems, playing a key role in implementing, updating, and troubleshooting critical radio operating systems. In addition to his technical contributions, Firefighter Parker consistently responds to over 34% of calls for service, demonstrating his ongoing commitment to the department and the community. Firefighter Parker holds several certifications that support his role, including Fire Apparatus Operator and Blue Card Command Certification, among others. His service and expertise will continue to benefit the Rogers Fire Department for years to come.

Staff Recommendation

Approve the Promotion of Firefighter Mike Parkter to Paid-on-Call Fire Lieutenant

Financial Impact:

Source Fund:

Budgeted? Yes

Supporting Documentation

None



STAFF REPORT

ROGERS CITY COUNCIL

Meeting Date: October 14, 2025

Agenda Item: 5.13

Subject: Consideration of Resolution 2025-70 Approving A Main Street Facade Program Forgivable Loan for 21418 Church Avenue

Prepared By: Eric Burtness, Community Development Specialist

Recommended Council Action

Motion to approve Resolution 2025-70 approving a Main Street Facade Program forgivable loan award for 21418 Church Avenue and authorization for staff to prepare the required documentation for the award.

Overview / Background / Analysis

AS&W Properties 3, LLC, owner of 21418 Church Avenue, has completed a second phase of eligible exterior improvements to their building in Downtown Rogers and is requesting an award through the City's Main Street Facade Program related to the improvements.

This program, established by the City Council to support reinvestment in historic and visible downtown properties, offers forgivable loans to building owners completing qualified exterior rehabilitation projects. The program is structured as a five-year forgivable loan, with 20% of the awarded amount forgiven each year provided the building remains in compliance.

Phase 2 work included window framing, installation of new commercial storefront windows, masonry/stone improvements, electrical lighting, and a colored concrete retaining wall along Main Street. The property owner acted as general contractor and submitted paid invoices and proof of payment for all completed work. This list of work does fall within the allowable uses as defined in the Facade Improvement Program guidelines.

To note, the property request has received prior awards through the Main Street Facade Improvement program. Through the program criteria, a singular property is eligible to receive multiple awards. The subject property originally had multiple addresses and units which are or have been combined into one unit.

This item comes before Council to authorize the execution of a forgivable loan and formalize the reimbursement of up to \$20,000, consistent with the Program's 50/50 cost-match structure.

Downtown Redevelopment Strategy

The 2040 Comprehensive Plan and the Downtown Rogers Master Plan emphasize the importance of preserving and enhancing the visual character of Downtown through strategic reinvestment. The Main Street Facade Program is a direct implementation tool to incentivize property owners to improve buildings while retaining architectural character. AS&W Properties' continued investment in this site supports the long-term vitality of Downtown.

Main Street Facade Program Compliance

The applicant has submitted the required documentation to support their reimbursement request, including: paid invoices from five subcontractors, proof of payment and project summary and photos.

The total eligible project cost submitted exceeds \$42,000, qualifying the applicant for the maximum reimbursement allowed under the program for this phase. The structure of the forgivable loan ensures long-term commitment to the site while protecting the City's investment.

Staff Recommendation

Staff recommends approval of a Facade Improvement Forgivable Loan in an amount not to exceed \$20,000 to AS&W Properties 3, LLC for completed Phase 2 improvements at 21418 Church Avenue. Staff further recommends authorizing the Mayor and City Clerk to execute all necessary documents related to the forgivable loan, including a Loan Agreement, Promissory Note, and Mortgage Agreement, as approved by the City Attorney.

Financial Impact: \$20,000.

Source Fund: EDA Facade Program Reserves.

Budgeted? Yes

Supporting Documentation

A. Resolution 2025-70 Facade Award for 21418 Church Ave

RESOLUTION NO. 2025-70

**RESOLUTION APPROVING A MAIN STREET FACADE PROGRAM FORGIVABLE
LOAN FOR 21418 CHURCH AVENUE**

WHEREAS, the City of Rogers has established a Facade Improvement Matching Grant Program (the “Program”) to promote reinvestment in eligible downtown properties through exterior improvements that reflect the character and long-term vision for Downtown Rogers; and

WHEREAS, AS&W Properties 3, LLC, owner of the property located at 21418 Church Avenue, has completed eligible exterior façade improvements to the structure in accordance with the intent and guidelines of the Program; and

WHEREAS, the property owner has submitted the façade program grant request & all required documentation including invoices, a description of completed work, and proof of payment to substantiate total eligible project costs in excess of \$42,000; and

WHEREAS, the Program allows for a 50/50 cost match for approved improvements, up to a maximum of \$25,000 per storefront, and staff recommends approval of a forgivable loan not to exceed \$20,000 for this project; and

WHEREAS, the forgivable loan shall be structured as a five-year loan with no payments due, with 20% of the loan forgiven each year provided the property is not sold, transferred, or otherwise removed from Program compliance.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rogers, Hennepin County, Minnesota:

1. The City hereby approves a forgivable loan in the amount not to exceed \$20,000 to AS&W Properties 3, LLC for eligible façade improvements at 21418 Church Avenue under the Main Street Facade Program.
2. City staff is authorized to prepare and execute all necessary documentation related to the loan, including but not limited to a Loan Agreement, Promissory Note, and Mortgage Agreement, subject to review and approval by the City Attorney.
3. The Mayor and City Clerk are authorized to sign said agreements on behalf of the City.

Councilmember _____ moved, Councilmember _____ seconded the motion.

The following voted in favor of said resolution:

The following voted against said resolution:

The following abstained:

Whereupon said resolution was declared duly passed and adopted and was signed by the Mayor and attested by the Clerk this 13th day of October 2025.

Shannon Klick, Mayor

ATTEST:

Stacie Brown, City Clerk



STAFF REPORT

ROGERS CITY COUNCIL

Meeting Date: October 14, 2025

Agenda Item: 5.14

Subject: Items Related to Senior Permit Technician and Administrative Support

- Approval of Senior Permit Technician Position Description and Appointing DeeDee Fessler to the Position
- Approval of Administrative Assistant Position Description for City Hall
- Authorize Advertisement to Backfill Administrative Support Position

Prepared By: Stacy Scharber, Assistant Administrator/HR Director, Patrick Farrens, Fire Chief, Brett Angell, Community Development Director

Recommended Council Action

Motion to approve the following:

- Approval of Senior Permit Technician Position Description and Appointing DeeDee Fessler to the Position
- Approval of Administrative Assistant Position Description for City Hall
- Authorize Advertisement to Backfill Administrative Assistant Position

Overview / Background / Analysis

The City Council has previously heard the request to promote the existing Building Permit and Administrative Coordinator to the position of Senior Permit Technician. When the City made the move to bring building inspections in-house, this promotion was contemplated at that time. Given the complexity of the role and the success of our in-house Building Inspections Department, staff is recommending Council approve the Senior Permit Technician position description (attached) and appoint DeeDee Fessler to the position.

Also discussed during this year's budget preparation was the need to backfill DeeDee's current position with an Administrative Assistant. During the summer months of 2025, staff was fortunate to have an intern fulfilling those duties in assisting DeeDee with the workload of the Building Inspections Department and City Hall front desk receptionist tasks. You will recall that Community Development Director Angell also discussed the position taking on administrative responsibilities of the department, which includes: Planning Commission agendas and minutes, public hearing notices, application processing, scanning, and other items which are currently performed by existing community development staff. The Administrative Assistant (City Hall) description is attached for your review and is being recommended for approval along with the authority to advertise for the position.

In the budget workshop immediately preceding the Council meeting, Council will be updated on the need for this request to be accelerated to a Q4 2025 hire instead of a Q1 2026 hire. This was also identified as a tier 2 goal out of the Goal Setting session earlier this year.

Staff Recommendation

Motion to approve the following:

- Approval of Senior Permit Technician Position Description and Appointing DeeDee Fessler to the Position
- Approval of Administrative Assistant Position Description for City Hall
- Authorize Advertisement to Backfill Administrative Assistant Position

Financial Impact:

Source Fund:

Budgeted? N/A

Supporting Documentation

- A. Senior Permit Technician
- B. Admin Assistant Job Description

CITY OF ROGERS**Job Description**

Title: Senior Permit Technician	FLSA Status: Exempt
Department: Building Inspections	Position Status: Full-time
Accountable To: Building Official	Grade: 10
Supervision of Others: Yes	Revision Date: October 2025

POSITION SUMMARY

Provides technical assistance and cursory plan review of building permit applications, drawings, documents, based on established criteria and basic code training, to customers applying for permits online and within City Hall. Directs and provides feedback for customers and assists contractors, architects, engineers, and homeowners on the phone. Coordinates the permit issuance and closing process with the City's appointed Building Department, Community Development Department, Fire Department, and Engineering Department. Supervises the City Hall Administrative Assistant.

ESSENTIAL DUTIES AND RESPONSIBILITIES

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

- Reviews online commercial and residential permit applications for content and completeness. Performs a pre-screen review for conformance with the basic code requirements and communicates with the applicant to resolve any rejected or incomplete applications. Accepts completed commercial and residential permit applications and documents.
- Ensures that proper fees are allocated to and received before the issuance of permits. This may include tracking and monitoring SAC Determinations as received by the Metropolitan Council.
- Coordinates the acceptance of payment for approved permits and projects with the Finance Department. Collects escrows, as needed.
- Files the quarterly Permit Surcharge Report with the MN Department of Labor and Industry.
- Directs residents and contractors with what permits are required, how to apply, and status updates as requested.
- Tracks permit statuses including expiration of permits and takes steps required to ensure proper process is followed and managed.
- Serves as the staff liaison and subject matter expert for the online permitting system. Works collaboratively with other departments to ensure the system is meeting the city's needs and/or leads process improvements.
- Provides reports to City leadership staff and City Council on permitting activity.

- Prepares and scans documents as needed. Scans and indexes permit documents and commercial plans. Retrieves documents as needed for customers and staff using the City's records management system.
- Coordinates all communications, devices, and procedures for the Building Department including telephones, cell phones, and laptops.
- Responsible for the scheduling of inspections for the City's Building Inspectors.
- Supervises City Hall's Administrative Assistant and serves as a back-up in their absence.
- Will perform other duties as assigned.

PERFORMANCE STANDARDS

Ability

- Must have general knowledge of building, mechanical, electrical, fire and plumbing code questions.
- Must be able to interpret codes and ordinances and understand who to forward challenging questions to.
- Must have the ability to work independently and prioritize work.

Communications

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

Decision Making

- Must act in a manner using good judgment.
- Must be able to assess problems and situations and be able to anticipate needs and evaluate alternatives.
- Must have the ability to multi-task and work in a fast-paced environment.

Interpersonal Relationships

- Must be consistent in dealing with people, must be sensitive to others' problems and concerns without direct involvement.
- Must exclude personal biases from work performance.
- Must strive to promote a cooperative atmosphere.
- Must have a positive attitude.

Professional Attitude

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

Quality of Work

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

WORK ENVIRONMENT

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

PHYSICAL REQUIREMENTS

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

MINIMUM REQUIREMENTS

- High school diploma or equivalent.
- Four years of increasingly responsible general office experience is required, with additional office experience including reception, data entry, word processing and filing.
- Experience with Microsoft Office or closely related fields.
- Valid Minnesota driver's license.

DESIRABLE TRAINING AND EXPERIENCE

- Prior exposure or experience to local government work, specifically within a building, fire, planning, and/or engineering department.
- Prior experience with governmental application and permitting processes is preferred.
- ICC Permit Technician certification.
- Experience working with permitting and other software services.
- Experience working with the public or knowledge in customer service.

CITY OF ROGERS**Job Description**

Title: Administrative Assistant (City Hall)	FLSA Status: Non-Exempt
Department: Administration/Planning/CD/Building Inspections	Position Status: Regular Full-Time
Accountable To: Senior Permit Technician	Salary Grade: 7
Supervision of Others: None	Revision Date: October 2025

Position Summary:

The Administrative Assistant plays a key role in managing the City's front desk, telephones, and reception duties. This position supports Planning and Community Development, Building Inspections, and Administrative functions of City Hall.

ESSENTIAL FUNCTIONS OF POSITION:**Administration:**

- Provide a first point of contact to individuals visiting Rogers City Hall and connecting the individuals to the proper staff contact point.
- Receives direction from the Fire Chief, Assistant City Administrator, Community Development Director, and Finance Director for job specific duties.
- Receives and routes routine phone calls, assists the public; provides information on departmental policies and procedures; transfers inquiries to the appropriate individual or department.
- Assists customers at the front desk at City Hall with various questions, comments, or concerns. This includes initial interactions and interpreting who the proper staff member is to assist with the item.
- Assists with the mail and package sending and delivery.

Planning and Community Development:

- Intake and process all land use applications to ensure completeness including the processing of payments.
- Create and process public hearing notices including the mailing of notices to affected properties.
- Track 60 and 120-day deadlines for land use applications to ensure proper procedure is being followed.
- Provide basic level responses to individuals seeking information related to planning and zoning to members of the public.
- Ensure proper scanning and filing of completed applications and files as required through Minnesota Data Practices.
- Coordination of the signing of agreements, plats, and other documents with the proper City representations.
- Processes all massage establishment license applications and rental registrations.

- Recording of development and legal documents with Hennepin County as deemed necessary by the City Planner or Community Development Director.
- Prepares, types, edits and proofreads a variety of documents including general correspondence, reports, agendas and minutes; invoices and enters data and information into various computer programs.
- Attends monthly Planning Commission meetings assists in the preparation of agendas and supporting documentation, and prepares minutes of the Planning Commission meetings

Building Inspections:

- Serve as a back-up to the Permit Technician related to building and plumbing permits. This includes, but is not limited to, scheduling inspections, processing payments, and reviewing permit applications for completeness.
- Exhibit respectful and cooperative relationships with co-workers, City management, City Council, general public and City consultants and contractors in an effort to help establish, maintain and enhance Roger's reputation as a well-managed and business-friendly City.

Will perform other duties as assigned.

PERFORMANCE STANDARDS

Ability

- Must have the ability to work independently and prioritize work.
- Demonstrate, by example, leadership, ingenuity, service excellence and integrity expected from all City staff as defined by our core values and code of conduct.
- Safeguards confidential data and sensitive personnel information.

Communications

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

Decision Making

- Must act in a manner using good judgment.
- Must be able to assess problems and situations and be able to anticipate needs and evaluate alternatives.
- Must have the ability to multi-task and work in a fast-paced environment.

Interpersonal Relationships

- Must be consistent in dealing with people, must be sensitive to others' problems and concerns without direct involvement.
- Must exclude personal biases from work performance.
- Must strive to promote a cooperative atmosphere.

- Must have a positive attitude.

Professional Attitude

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

Quality of Work

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

WORK ENVIRONMENT

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

PHYSICAL REQUIREMENTS

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

MINIMUM REQUIREMENTS

- High school diploma or equivalent.
- Two years of increasingly responsible general office experience is required, with additional office experience including reception, data entry, word processing and filing.
- Experience with Microsoft Office or closely related fields.
- Valid Minnesota driver's license.
- initial interactions and interpreting who the proper staff member is to assist with the item.

PREFERRED QUALIFICATIONS

- Experience in the public sector or non-profit.
- Specialized training in administrative support skills/office administration.
- Advanced education on a related degree.

Supervisory Responsibilities

None.



STAFF REPORT

ROGERS CITY COUNCIL

Meeting Date: October 14, 2025

Agenda Item: 5.15

Subject: Approval of Resolution No. 2025-72 Reducing the Letter of Credit for Towns at Fox Creek 3rd Addition

Prepared By: Eric Burtness, Community Development Specialist

Recommended Council Action

Motion to approve Resolution No. 2025-72 authorizing a Letter of Credit reduction for Towns at Fox Creek 3rd Addition, reducing Wells Fargo Bank Letter of Credit No. IS000527869U from \$1,699,886.75 to \$923,399.00.

Overview / Background / Analysis

In accordance with the Development Agreement dated April 10, 2025, M/I Homes of Minneapolis/St. Paul, LLC (the "Developer") provided a Letter of Credit in the amount of \$1,699,886.75 to guarantee completion of the required public improvements for Towns at Fox Creek 3rd Addition.

The Developer has completed a portion of the improvements and requested a reduction in the required financial guarantee to reflect the value of work completed and accepted. City Engineering staff has reviewed the request and verified the status of the improvements.

Improvement Category	Original Amount	LOC %	Original LOC	% Complete	New LOC	LOC Reduced By
Landscaping	\$65,000.00	125%	\$81,250.00	0.00%	\$81,250.00	-
Road	\$487,335.00	125%	\$609,168.75	1.00%	\$603,077.00	-
Improvements						
Street – Hynes Ct	\$53,990.00	150%	\$80,985.00	0.00%	\$80,985.00	-
Utility	\$149,975.00	150%	\$224,962.50	61.00%	\$87,735.00	\$137,227.50
Improvements – Storm Sewer						
Utility	\$227,480.00	150%	\$341,220.00	90.00%	\$34,122.00	\$307,098.00
Improvements – Water Main						
Utility	\$241,535.00	150%	\$362,302.50	90.00%	\$36,230.00	\$326,072.50
Improvements						

– Sanitary
Sewer

Total	\$1,225,315.00	\$1,699,886.75	45.32%	\$923,399.00	\$770,398.00
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That Letter of Credit No. IS000527869U in the original amount of \$1,699,886.75 is hereby reduced by \$770,398.00, with a new required LOC amount of \$923,399.00. That storm sewer and street improvements are accepted for continuous maintenance as of October 14, 2025.

Staff Recommendation

Staff recommends approval of Resolution No. 2025-72 authorizing the requested Letter of Credit reduction for Towns at Fox Creek 3rd Addition.

Financial Impact: N/A

Source Fund: N/A

Budgeted? N/A

Supporting Documentation

A. Resolution 2025-72 LOC Reduction Towns at Fox Creek 3rd

RESOLUTION NO. 2025-72

RESOLUTION AUTHORIZING A LETTER OF CREDIT REDUCTION FOR TOWNS AT FOX CREEK 3RD ADDITION

WHEREAS, in accordance with the Development Agreement dated April 10th, 2025, M/I Homes of Minneapolis/St. Paul, LLC, developer of Towns at Fox Creek 3rd Addition, has agreed to install certain improvements for said development, and

WHEREAS, the developer has completed a portion of the improvements as noted below; and

WHEREAS, the developer has requested a reduction of the required financial guarantee to reflect the completed work.

NOW THEREFORE, BE IT RESOLVED, by the City Council of Rogers, County of Hennepin, Minnesota, that the financial guarantee requirements for Towns at Fox Creek 3rd Addition are released, and Wells Fargo Bank Letter of Credit No. IS000527869U can be released from \$1,699,886.75 to \$923,399.00, subject to the following conditions of approval:

1. That the Letter of Credit in the original amount of \$1,699,886.75 is hereby reduced by \$770,398.00, and the new LOC amount shall be \$923,399.00.

BE IT FURTHER RESOLVED that the storm sewer and street improvements are accepted for continuous maintenance as of October 14, 2025.

Category	Improvement Amounts	LOC %	Original LOC Amount	% Complete	New LOC Amount	Reduced by LOC Amount
Landscaping	65,000.00	125%	81,250.00	0.00%	81,250.00	-
Construction - Road Improvements	487,335.00	125%	609,168.75	1.00%	603,077.00	
Construction - Street Hynes Ct	53,990.00	150%	80,985.00	0.00%	80,985.00	-
Construction - Utility Improvements (Storm Sewer)	149,975.00	150%	224,962.50	61.00%	87,735.00	137,227.50
Construction - Utility Improvements (Water Main)	227,480.00	150%	341,220.00	90.00%	34,122.00	307,098.00
Construction - Utility Improvements (Sanitary Sewer)	241,535.00	150%	362,302.50	90.00%	36,230.00	326,072.50
Total	1,225,315.00		1,699,886.75	45.32%	923,399.00	770,398.00

Councilmember _____ moved, Councilmember _____ seconded the motion.

The following voted in favor of said resolution:

The following voted against said resolution:

The following abstained:

Whereupon said resolution was declared duly passed and adopted and was signed by the Mayor and attested by the Clerk this 14th day of October 2025.

Shannon Klick, Mayor

ATTEST: _____ Stacie Brown, City Clerk



STAFF REPORT

ROGERS CITY COUNCIL

Meeting Date: October 14, 2025

Agenda Item: 5.16

Subject:

Approval of Resolution No. 2025-73 Acceptance of Improvements and Letter of Credit Release for Birchwood 1st Addition

Prepared By: Eric Burtness, Community Development Specialist

Recommended Council Action

Motion to approve Resolution No. 2025-73 accepting the storm sewer and street improvements for Birchwood 1st Addition for continuous City maintenance and authorizing the release of the financial guarantee in the amount of \$471,601.36, contingent upon receipt of a two-year warranty bond in the amount of \$2,012,990.16.

Overview / Background / Analysis

On July 28, 2020, the City of Rogers entered into a Development Agreement with D.R. Horton, Inc. for the construction of public improvements associated with Birchwood 1st Addition. In accordance with the Development Agreement, the Developer provided a financial guarantee in the form of a Letter of Credit to ensure completion of the required improvements.

The developer has since completed the construction of all required improvements. City staff, including the City Engineer, have inspected the work and verified that it meets applicable City standards and specifications.

The Developer has requested release of the remaining financial guarantee held under US Bank National Association Letter of Credit No. SLCMMSP10097 in the amount of \$471,601.36.

The City Engineer has recommended approval of this release, contingent upon the City's receipt of a two-year warranty bond in the amount of \$2,012,990.16, which will provide security for the warranty period from October 14, 2025, through October 14, 2027.

- Original Financial Guarantee: \$3,019,485.24
- Remaining LOC Balance: \$471,601.36
- Proposed Release: Full release of \$471,601.36 (to \$0.00)

- Warranty Bond Requirement: \$2,012,990.16 (effective October 14, 2025 – October 14, 2027)

That the Letter of Credit held in the amount of \$471,601.36 under US Bank National Association Letter of Credit No. SLCMMSP10097 is released in full, contingent upon the City's receipt of a two-year warranty bond in the amount of \$2,012,990.16. That the storm sewer and street improvements for Birchwood 1st Addition are hereby accepted for continuous City maintenance as of October 14, 2025.

Staff Recommendation

Staff recommends approval of Resolution No. 2025-73, formally accepting the public improvements for Birchwood 1st Addition and authorizing release of the financial guarantee, contingent upon receipt of the required warranty bond.

Financial Impact: N/A

Source Fund: N/A

Budgeted? N/A

Supporting Documentation

A. RESOLUTION No. 2025-73 LOC Release Birchwood 1st

**A RESOLUTION ACCEPTING STORMWATER AND STREET IMPROVEMENTS FOR
CONTINUAL MAINTENANCE AND AUTHORIZING A LETTER OF CREDIT RELEASE FOR
BIRCHWOOD 1st ADDITION**

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STAFF REPORT

ROGERS CITY COUNCIL

Meeting Date: October 14, 2025

Agenda Item: 5.17

Subject: Approval of Resolution No. 2025-74 Acceptance of Improvements and Letter of Credit Reduction for Harvest View 2nd Addition

Prepared By: Eric Burtness, Community Development Specialist

Recommended Council Action

Motion to approve Resolution No. 2025-74 accepting the sanitary sewer and watermain improvements for Harvest View 2nd Addition for continuous City maintenance and authorizing a reduction of the Letter of Credit from \$421,943.00 to \$305,276.00, contingent upon receipt of a two-year warranty bond in the amount of \$672,291.00.

Overview / Background / Analysis

On May 14, 2024, the City of Rogers entered into a Development Agreement with Tamarack Land – Harvest View, LLC for the construction of public improvements associated with Harvest View 2nd Addition. In accordance with the Development Agreement, the Developer provided a Letter of Credit in the amount of \$421,943.00 to ensure completion of the required improvements.

The developer has completed the sanitary sewer and water main improvements. City staff and the City Engineer have inspected the work and verified that it meets applicable City standards and specifications.

The Developer has requested a reduction of the Letter of Credit in the amount of \$116,667.00. The City Engineer has reviewed the request and recommends approval, contingent upon the City's receipt of a two-year warranty bond in the amount of \$672,291.00, effective from October 14, 2025, through October 14, 2027.

Letter of Credit Schedule

Improvement Category	Original Amount	LOC %	Original LOC	Revised LOC	% Complete	New LOC	LOC Reduced By
Landscaping – \$1,000/Unit	\$46,000.00	125%	\$57,500.00	\$57,500.00	0.00%	\$57,500.00	–
Grading	\$22,138.00	125%	\$27,673.00	\$2,767.00	90.00%	\$2,767.00	–
Road Improvements	\$527,418.00	150%	\$791,126.00	\$237,338.00	72.00%	\$221,515.00	\$15,823.00
Utility Improvements – Storm Sewer	\$156,629.00	150%	\$234,944.00	\$23,494.00	90.00%	\$23,494.00	–
Utility Improvements – Watermain	\$264,488.00	150%	\$396,732.00	\$39,673.00	100.00%	–	\$39,673.00

Utility Improvements – Sanitary Sewer	\$407,803.00	150%	\$611,705.00	\$61,171.00	100.00%	–	\$61,171.00
Total	\$1,424,476.00		\$2,119,680.00	\$421,943.00	100.00%	\$305,276.00	\$116,667.00
			0	0		0	

Conditions of Approval

1. That the Letter of Credit in the original amount of \$421,943.00 is hereby reduced by \$116,667.00, with a new required LOC amount of \$305,276.00.
2. Said reduction is contingent upon the City's receipt of a two-year warranty bond in the amount of \$672,291.00, dated from October 14, 2025, through October 14, 2027.
3. That the sanitary sewer and water main improvements for Harvest View 2nd Addition are hereby accepted for continuous City maintenance as of October 14, 2025.

Staff Recommendation

Staff recommends approval of Resolution No. 2025-74, authorizing the Letter of Credit reduction for Harvest View 2nd Addition, contingent upon receipt of the required warranty bond.

Financial Impact: N/A

Source Fund: N/A

Budgeted? N/A

Supporting Documentation

A. RESOLUTION No. 2025-74 LOC Reduction Harvest View 2nd

RESOLUTION NO. 2025 - 74

**A RESOLUTION ACCEPTING SANITARY SEWER AND WATERMAIN IMPROVEMENTS FOR
CONTINUAL MAINTENANCE AND AUTHORIZING A LETTER OF CREDIT REDUCTION FOR
HARVEST VIEW 2nd ADDITION**

WHEREAS, in accordance with the Development Agreement dated May 14th, 2024, Tamarack Land – Harvest View, LLC, developer of Harvest View 2nd Addition, was allowed to commence construction work for said development, and

WHEREAS, the developer has completed construction work for the Development; and

WHEREAS, the City has inspected and verified that the improvements have been completed in accordance with City standards; and

WHEREAS, the developer has requested a release of the required financial guarantees in the amount of \$116,667.00 held under Letter of Credit; and

WHEREAS, the City Engineer has recommended approval of the Letter of Credit release, contingent upon receipt of a two-year warranty bond in the amount of \$672,291; and

NOW THEREFORE, BE IT RESOLVED, by the City Council of Rogers, County of Hennepin, Minnesota, that the financial guarantee requirements for Harvest View 2nd Addition are released, and Security Bank & Trust Co. Letter of Credit No. 597 can be released from \$421,943.00 to \$305,276.00, subject to the following conditions of approval:

1. That the Letter of Credit in the original amount of \$421,943.00 is hereby reduced by \$116,667.00, and the new LOC amount shall be \$305,276.00.
2. Said reduction is contingent upon the developer submitting a two-year warranty bond in the amount of \$672,291.00, dated from October 14, 2025, through October 14, 2027.

BE IT FURTHER RESOLVED, That the sanitary sewer and watermain improvements for Harvest View 2nd Addition are hereby accepted for continuous City maintenance as of October 14, 2025.

Letter of Credit Schedule							
HARVEST VIEW PHASE 2	Improvement	LOC	Original	Revised	%	New	Reduced
Category	Amounts	%	LOC Amount	LOC Amount	Complete	LOC Amount	LOC Amount
Landscaping - \$1,000/Unit	46,000.00	125%	57,500.00	57,500.00	0.00%	57,500.00	-
Grading	22,138.00	125%	27,673.00	2,767.00	90.00%	2,767.00	-
Road Improvements	527,418.00	150%	791,126.00	237,338.00	72.00%	221,515.00	15,823.00
Utility Improvements - (Storm Sewer)	156,629.00	150%	234,944.00	23,494.00	90.00%	23,494.00	-
Utility Improvements - (Watermain)	264,488.00	150%	396,732.00	39,673.00	100.00%	-	39,673.00
Utility Improvements - (Sanitary Sewer)	407,803.00	150%	611,705.00	61,171.00	100.00%	-	61,171.00
Total	1,424,476.00		2,119,680.00	421,943.00	100.00%	305,276.00	116,667.00

Councilmember _____ moved, Councilmember _____ seconded the motion.

The following voted in favor of said resolution:

The following voted against said resolution:

The following abstained:

Whereupon said resolution was declared duly passed and adopted, and was signed by the Mayor, and attested by the Clerk dated this 14th day of October 2025

Mayor

ATTEST:

City Clerk



STAFF REPORT

ROGERS CITY COUNCIL

Meeting Date: October 14, 2025

Agenda Item: 5.18

Subject: Approve Change Order Nos. 15 (Labor) and 16 (Materials), Rogers Indoor Turf Facility, City Project No. 2201

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

Recommended Council Action

Motion to Approve Change Order Nos. 15 (Labor) and 16 (Materials), Rogers Indoor Turf Facility, City Project No. 2201

Overview / Background / Analysis

The City of Rogers is constructing a multi-purpose year around synthetic turf athletic facility that will be used for soccer, baseball, softball, lacrosse, football, walking and exercise. On August 27, 2024, the City Council awarded a contract for Bid Package 1 for the turf structure to Legacy Building Solutions for \$4,375,902 with two alternates totaling \$144,895 for a total construction cost of \$4,420,391 and an estimated total project cost of \$4,800,000. On October 22, 2024, The City Council awarded a contract for Bid Package 2 for the site work, entrance, restrooms, programming areas, electrical, mechanical, plumbing and the artificial turf for \$7,313,336 including Alternates #01 (precast mezzanine) and #06 (winter conditions) at an estimated total project cost of \$8,800,000. The total estimated project cost at the time of bid award including engineering, architecture, administration, CM contingency, permits, insurance, bonds, testing and fees was \$13,600,000.

On February 11, 2025, the City Council approved Change Order No. 1 (Labor) a credit in the amount of -\$19,567.00 and Change Order No. 2 (Material) in the amount of \$59,896.46. On April 8, 2025, the City Council approved Change Order No. 3 (Labor) in the amount of \$26,747.00 and Change Order No. 4 (Material) in the amount of \$40,445.00. On May 27, 2025 the City Council approved Change Order No. 5 (Labor) in the amount of \$50,153.48, Change Order No. 6 (Material) in the amount of \$31,666.09, Change Order No. 7 (Labor) in the amount of -\$250,000.00 and Change Order No. 8 (Material) in the amount of \$250,000.00. On June 10, 2025 the City Council approved Change Order No. 9 (Labor) in the amount of \$73,475.31 and Change Order No. 10 (Material) in the amount of \$82,402.63. On August 12, 2025, the City Council approved Change Order No. 11 (Labor) a credit in the amount of -\$2,757.48 and Change Order No. 12 (Material) a credit in the amount of -\$28,781.67.

On September 9, 2025, the City Council approved Change Order No. 13 (Labor) in the amount of \$848.71 and Change Order No. 14 in the amount of \$5,296.25.

Change Order No, 15 in the amount of \$9,528.17 is for the following items:
COR113 Added Floor Electrical Boxes - Labor \$2,367.39

COR115 Sprinkler Pipe Painting - Labor \$0.00
COR117 Unistrut Painting - Labor \$0.00
COR121 Base in Mechanical Room Credit - Labor -\$234.00
COR123 PR-13 - Downspout Correction - Labor \$0.00
COR125 PR-14 Bathroom Lighting (added lights) - Labor \$1,145.28
COR127 Mulcahy T&M Paint - Labor \$5,148.00
COR129 Paint Handrails at Mezzanine - Labor \$0.00
COR131 Cell Dialer - Labor \$1,101.50

Change Order No. 16 in the amount of \$3,686.75 is for the following items:

COR114 Added Floor Boxes - Material \$1,504.01
COR116 Sprinkler Pipe Painting - Material \$0.00
COR118 Unistrut Paint - Material \$0.00
COR122 Base in Mechanical Room Credit - Material -279.00
COR124 PR-13 - Downspout Correction - Material \$0.00
COR126 PR-14 Bathroom Lighting - Material \$678.24
COR128 Mulcahy T&M Paint - Material \$1,310.00
COR130 Paint Handrails at Mezzanine - Material \$0.00
COR132 Cell Dialer - Material \$473.50

The original contingency amount for this project was \$594,330.78. Approval of these Change Orders will not negatively impact the remaining contingency for the project, which is now \$284,386.01 including Change Order No. 15 and Change Order No. 16. Total contract changes to date are \$317,801.18 or 2.3% over the original contract amount and will be covered partially by any remaining contingency at the completion of the project.

Staff Recommendation

Motion to Approve Change Order Nos. 15 (Labor) and 16 (Materials), Rogers Indoor Turf Facility, City Project No. 2201

Financial Impact: \$13,214.92

Source Fund: LOST

Budgeted? Yes

Supporting Documentation

- A. Change Order No. 15 - Labor
- B. Change Order No. 16 - Material

CHANGE ORDER NO. OCO-015

TITLE: 24.818 - OCO#15 - Labor Date: Oct 08, 2025
PROJECT: PROJECT NO: 24-818
Rogers Indoor Turf Facility

TO CONTRACTOR:
Terra Construction
21025 Commerce Blvd., Suite 1000
Rogers MN 55374

THE CONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

COR113	Added Floor Boxes - Labor	\$2,367.39
COR115	Sprinkler Pipe Painting - Labor	\$0.00
COR117	Unistrut Painting - Labor	\$0.00
COR121	Base in Mechanical Room Credit - Labor	-234.00
COR123	PR-13 - Downspout Correction - Labor	\$0.00
COR125	PR-14 Bathroom Lighting - Labor	\$1,145.28
COR127	Mulcahy T&M Paint - Labor	\$5,148.00
COR129	Paint Handrails at Mezzanine - Labor	\$0.00
COR131	Cell Dialer - Labor	\$1,101.50

The original Contract Sum was	\$6,675,628.34
The net change by previously authorized Change Orders	-121,100.24
The Contract Sum prior to this Change Order was	\$6,554,528.10
The Contract Sum will be increased by this Change Order in the amount of	\$9,528.17
The New Contract Sum Including This Change Order	\$6,564,056.27
The Contract Time Will Not Be Changed	
The date of Substantial Completion as of the date of this Change Order	

	Terra Construction	City of Rogers
ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)
	21025 Commerce Blvd., Suite 1000 Rogers MN 55374	22350 South Diamond Lake Road Rogers MN 55374
ADDRESS	ADDRESS	ADDRESS
	Jake Dahlheimer	Doran Cote
(Typed Name)	(Typed Name)	(Typed Name)
BY (Signature)	BY (Signature)	BY (Signature)
DATE	DATE	DATE

CHANGE ORDER NO. OCO-016

TITLE: 24.818 - OCO#16 - Material

Date: Oct 08, 2025

PROJECT: PROJECT NO: 24-818

Rogers Indoor Turf Facility

TO CONTRACTOR:
Terra Construction
21025 Commerce Blvd., Suite 1000
Rogers MN 55374

THE CONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

COR114	Added Floor Boxes - Material	\$1,504.01
COR116	Sprinkler Pipe Painting - Material	\$0.00
COR118	Unistrut Paint - Material	\$0.00
COR122	Base in Mechanical Room Credit - Material	-279.00
COR124	PR-13 - Downspout Correction - Material	\$0.00
COR126	PR-14 Bathroom Lighting - Material	\$678.24
COR128	Mulcahy T&M Paint - Material	\$1,310.00
COR130	Paint Handrails at Mezzanine - Material	\$0.00
COR132	Cell Dialer - Material	\$473.50

The original Contract Sum was	\$6,861,067.12
The net change by previously authorized Change Orders	\$425,686.50
The Contract Sum prior to this Change Order was	\$7,286,753.62
The Contract Sum will be increased by this Change Order in the amount of	\$3,686.75
The New Contract Sum Including This Change Order	\$7,290,440.37
The Contract Time Will Not Be Changed	
The date of Substantial Completion as of the date of this Change Order	

	Terra Construction	City of Rogers
ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)
	21025 Commerce Blvd., Suite 1000 Rogers MN 55374	22350 South Diamond Lake Road Rogers MN 55374
ADDRESS	ADDRESS	ADDRESS
	Jake Dahlheimer	Doran Cote
(Typed Name)	(Typed Name)	(Typed Name)
BY (Signature)	BY (Signature)	BY (Signature)
DATE	DATE	DATE



STAFF REPORT

ROGERS CITY COUNCIL

Meeting Date: October 14, 2025

Agenda Item: 5.19

Subject: Approve Request for Proposals (RFP) and Authorize Solicitation of Proposals for Construction Manager at Risk (CM@R) Services for the City Hall and Police Department Civic Campus, City Project No. 2202

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

Recommended Council Action

Motion to Approve Request for Proposals (RFP) and Authorize Solicitation of Proposals for Construction Manager at Risk (CM@R) Services for the City Hall and Police Department Civic Campus, City Project No. 2202

Overview / Background / Analysis

This item was the subject of a discussion at the October 14, 2025 City Council Work Session.

The planning for a new City Hall and Police Department Civic Campus has been in progress for a number of years. On February 25, 2025, the City Council approved a Request for Proposals (RFP) and authorized the solicitation of proposal for architecture and engineering services for a new City Hall and Police Department Civic Campus with the following phases:

- Schematic Design/Concept Plans
- Design Development
- Detailed Plans/Specifications
- Definition of Bid Packages
- Construction Services

The RFP was issued to eight design firms known to have at least some background in civic campus design. The following three firms submitted proposals:

- BKV Group
- Leo A Daly
- Wold Architects and Engineers

A proposal selection team comprised of the City Administrator and department directors reviewed and rated the proposals without the benefit of knowing the cost proposals. All seven reviewers rated the Leo A Daly proposal the top proposal and cited the most relevant work (200+ City Hall and Police Departments). A Facilities Task Force meeting with department directors and Councilmembers Brockman and Eiden was held on May 5, 2025 to discuss the proposals, the rankings and the proposed costs. Task

Force members suggested that the whole City Council should discuss the matter at a Work Session which was held on May 25, 2025. The City Council approved a Professional Services Agreement (PSA) with Leo A Daly later that evening.

Leo A Daly's preliminary design work has progressed to a point at which a Construction Manager at Risk (CM@R) should be retained in order to develop detailed cost estimates for the civic campus and to provide value engineering options and guidance. The attached Request for Proposals (RFP) was prepared with the following concept in mind:

- It is not intended that the CM@R team and the Architect partner but that they provide independent services to the City and thereby offer checks and balances in the interest of maximizing facility improvement funds while retaining buildings of high quality.
- The CM@R offers a perspective on cost, quality, and value to provide the City with the best information possible in the development of building programs
- The CM@R acts as Owner's agent in the field and contractually during construction.

Attached you will find a summary presentation from our Architect detailing current preliminary design and cost assumptions which will be presented to Council at the October 14 works session.

Staff Recommendation

Motion to Approve Request for Proposals (RFP) and Authorize Solicitation of Proposals for Construction Manager at Risk (CM@R) Services for the City Hall and Police Department Civic Campus, City Project No. 2202

Financial Impact: N/A

Source Fund: N/A

Budgeted? N/A

Supporting Documentation

- A. RFP_CM@R_Draft_Rogers_CHPDA
- B. Leo A. Daly Schematic Design Workshop Presentation

September 12, 2025

**REQUEST FOR PROPOSAL
CONSTRUCTION MANAGEMENT AT RISK SERVICES
For Rogers City Hall and Police Department**

1. INTRODUCTION

The City of Rogers invites firms to submit a Construction Management at Risk (CM@R) Services proposal for the Rogers City Hall and Police Department Project. The CM@R will be part of an integrated team to assure that the scope of work and the goals of the City are properly aligned through the design process.

Interested firms must submit their proposals by **12:00 p.m. on Friday, November 7, 2025.**

RFP Dates of Importance (subject to change)

- | | |
|------------------------|------------------------------|
| • Proposals due | 12:00 p.m., November 7, 2025 |
| • Potential Interviews | November 11 to 13, 2025 |
| • Council to Award | November 25, 2025 |

2. PROJECT DESCRIPTION

The expansion of the Rogers City Hall and Police Department has been in the planning stages for almost 12 years. The attached design development schematics depict the project. The anticipated schedule for the project is also attached.

For purposes of this proposal the total estimated construction cost is \$35M.

3. CONSTRUCTION MANAGEMENT AT RISK (CM@R) – Scope of Services

Contract Type: The contract for the project will be AIA A133-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

The Rogers City Hall and Police Department project will require multiple bid packages with some complicated scheduling and coordination issues which are expected to benefit from the Construction Management method. The safety and security of the construction site is of the utmost importance of the project team. Security during the project must be maintained at all times.

It is expected that communication will be maintained through regularly scheduled meetings with written meeting minutes to keep everyone apprised of the activities of the project from early planning meetings to the final punch list item. Communication skills are essential since many of the materials in the planning and in the

implementation, phases are funneled through two points of contact: the CM@R, manager of the construction team and the Architect, manager of the design team. Both entities are hired as the City's agents and will endeavor as a team to guard the City's interests.

It is not intended that the CM@R team and the Architect partner but that they provide independent services to the City and thereby offer checks and balances in the interest of maximizing facility improvement funds while retaining buildings of high quality. The approach to CM@R anticipated for this work include the following concepts:

- The CM@R offers a perspective on cost, quality, and value to provide the City with the best information possible in the development of building programs.
- The CM@R acts as Owner's agent in the field and contractually during construction.
- Multiple bid packages can be implemented and managed.
- Added experience helps identify lead time concerns and cost control methods during the design process.
- The CM@R retains the primary responsibility on the budget and project delivery schedules during the implementation phases.

More specifically, the scope of the service will include the following:

1. Assist in managing the overall planning and processes for the Rogers City Hall and Police Department Project.
2. Develop detailed cost estimates for all phases.
3. Track costs against budgets on a timely basis.
4. Assist and manage team meetings with the Owner and design team.
5. Prepare a detailed project schedule, including phasing.
6. Provide regular schedule updates.
7. Provide services to the City that include project advertising, securing bids, bid results analysis and recommendations on awards of contracts.
8. All scopes of work to be competitively bid out.
9. Provide comprehensive construction phase administration which would include on-going, full-time supervision, project management and inspection of work, review of shop drawings, preparation of change orders and contractor payment estimates, final inspections and submission of project completion reports.
10. Perform CM@R services as detailed in the A133– 2019 Contract.

The architect identified and selected for this work is: LEO A DALY, 730 Second Avenue South, Suite 1300, Minneapolis MN 55402, attention Todd LaVold.

4. SUBMISSION REQUIREMENTS

Interested firms shall submit an electronic version of the submittal by 12:00 p.m., Friday, November 7, 2025 to the attention of Doran Cote, Public Works Director/City Engineer at dcote@rogersmn.gov or 22350 South Diamond Lake Road, Rogers, MN 55374. Questions shall be directed to:

- Doran Cote by phone at (763) 428-0906 or via email at dcote@rogersmn.gov.

The submission shall include the following:

A. Cover Page:

- i. Identify the name of the project.
- ii. Company name, address, phone & fax numbers, contact person, voice telephone, and e-mail address.

B. Business Organization and History

- i. Brief history of the firm, including listing of principal officers, corporate structure, and ownership type. Identify the number of years the firm has provided similar construction manager at risk services.
- ii. Identify other services your firm presently provides, besides construction management, under the name stated above or any other name. Identify construction services and/or other services.

C. Team Identification

- i. Identify key staff, consultants, and positions for each of the phases proposed for this work. Include basic and brief resume' information focusing on project experience that enhances qualifications for this work.
- ii. Identify project availability during the work and any project conflicts based upon other work or project commitments.

D. Key Qualifications and Approach

- i. Identify CM@R experience for City Halls, Police Departments or similar facilities within the last ten years not to exceed five project examples. Please include the following information:
 - a. Project type and location
 - b. Square footage and cost
 - c. Project delivery method
 - d. Owner contact information
- ii. Based upon your knowledge of the proposed work, describe why the City of Rogers should team with your firm for these projects. Key reasons may include some of the essential process items listed below in Part E.
- iii. Briefly describe how you propose to administer this project.
- iv. Based upon your knowledge of the proposed work, provide your estimated duration of construction starting from bid day to project closeout.

E. Supplemental Information

- i. Briefly, utilize this portion of the proposal to identify those "value-added" qualities, conditions, services, or attributes of your proposal that enhance or support the proposal document.

F. Cost Proposal

While price and fees are a factor, this is not a price competition. The City of Rogers selection will be based upon qualifications and experience with similar projects. The cost proposal must include the following elements:

- i. Please outline your firms not to exceed staff cost, not to exceed CM@R Fee expressed as a percentage and not to exceed reimbursable expenses expressed as a lump sum.
- ii. Please note the number of hours you will allocate per week toward onsite supervision during the construction phase.
- iii. Please separate the costs as stated in F.i. above into two phases: preconstruction/bidding services and construction/post construction services.

Please note that the selected CM@R will not be allowed to self-perform any work on the project.

5. METHOD OF SELECTION

The City intends to retain the services of the firm evaluated to be best qualified to perform the work for the City, cost and other factors considered. The firm will be selected upon the basis of the information provided as requested in this proposal.

The review committee will undertake a preliminary review of all proposals submitted and shall determine which firms it will call for interviews. Follow-up with any or all firms submitting proposals may occur to gather additional information upon which to make their decision. Any other pertinent data generated by the City will be considered.

The City Council reserves the right to reject any and all proposals, in whole or in part, to waive any or all informalities, to disregard all non-conforming, non-responsive or conditional proposals, to request additional information from a proposer, or to expand the period for submitting proposals.

6. OTHER

Proposer understands and acknowledges that this proposal is subject to the Minnesota Governmental Data Practices Act. Proposals are private or non-public until they are opened by the City. Once the proposals are opened, the name of the proposer becomes public. All other data in a proposal are private or non-public data until the completion of the evaluation process.

After the City has completed the evaluation process, all remaining data submitted by all proposers are public except for trade secret data as defined and classified in Minnesota Statutes 13.37. Data always will be governed by the Minnesota Governmental Data Practices Act, Minnesota Statutes Chapter 13. Proposer agrees to maintain all data obtained by the City consistent with the requirements of the Data

Practices Act. Proposer agrees to defend/indemnify the City from any claim, liability, damage or loss asserted against the City as a result of the Proposer's failure to comply with the requirements of the Data Practices Act.

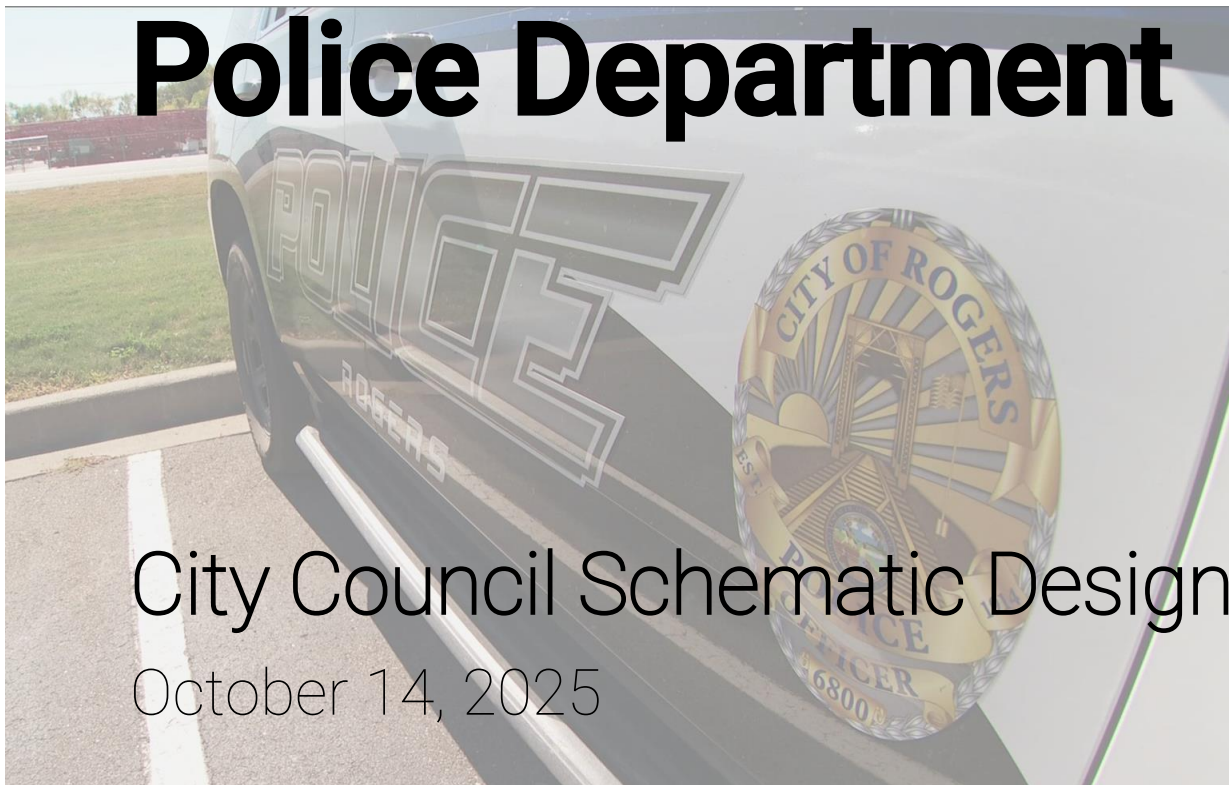
Those submitting proposals do so entirely at their own expense. There is no expressed or implied obligation by the City to reimburse any individual or company for any costs incurred in preparing or submitting proposals, providing additional information when required by the City or for participating in any meetings or interviews.



LEO A DAILY



City of Rogers City Hall and Police Department



City Council Schematic Design Workshop
October 14, 2025



Schedule

Where we've been (July – Today)

- (9) Workshops / Meetings
- (1) Facilities Working Group Meeting
- (1) Mainstreet Small Area Plan Open House

Next Steps (Tomorrow – End of January)

- Design Development

Bidding Documents

- Mid May 2026

▲ Predesign / Programming	12 days	Mon 7/7/25	Tue 7/22/25
Kick off meeting, walk through PD and City Hall	0 days	Mon 7/7/25	Mon 7/7/25
Programming Mtg_PD & CH	0 days	Wed 7/16/25	Wed 7/16/25
Programming Mtg_Final Review/Initial Site Access Discussion	0 days	Tue 7/22/25	Tue 7/22/25
▲ Schematic Design	55 days	Tue 7/29/25	Tue 10/14/25
WS1: Intial Site & Massing Study Review Mtg	0 days	Tue 7/29/25	Tue 7/29/25
WS2: Refined Site, Massing & Floor Plan Review Mtg	0 days	Tue 8/12/25	Tue 8/12/25
WS3: MEP Systems Discussion	0 days	Tue 8/19/25	Tue 8/19/25
WS4: Floor Plan & Exterior Concept Review Mtg	0 days	Wed 8/27/25	Wed 8/27/25
Watershed Meeting	5 days	Mon 9/15/25	Fri 9/19/25
Facilities Working Group Meeting	0 days	Tue 9/9/25	Tue 9/9/25
WS5: PD & CH Individual Review Meetings	0 days	Wed 9/10/25	Wed 9/10/25
Walking Tour Mainstreet Small Area Plan	0 days	Thu 9/11/25	Thu 9/11/25
Cost Estimate / QC Drawings and Narratives	10 days	Thu 9/18/25	Wed 10/1/25
WS6: Review Cost Estimates / Refine Scope as needed	0 days	Wed 10/1/25	Wed 10/1/25
Review / Refine Presentation	6 days	Thu 10/2/25	Thu 10/9/25
Council Packets Due / Final SD Submittal	0 days	Thu 10/9/25	Thu 10/9/25
Council Meeting	0 days	Tue 10/14/25	Tue 10/14/25
▲ Design Development	69 days	Tue 10/21/25	Mon 1/26/26
WS7: Network, IT, Access Control, Surveillenc Review Mtg	0 days	Tue 10/21/25	Tue 10/21/25
Entitlements 2: Building Official / Planning Review Meeting	0 days	Tue 10/28/25	Tue 10/28/25
WS8: PD/CH Floor Plan, Equipment, Casework, Finishes Review Mtg	0 days	Tue 11/4/25	Tue 11/4/25
WS9: Mechanical & Plumbing Review Mtg	0 days	Tue 11/18/25	Tue 11/18/25
WS10: PD/CH Review Sessions	0 days	Tue 11/25/25	Tue 11/25/25
WS11: Building & Site / Lighting & Emergency Power review Mtg	0 days	Tue 12/2/25	Tue 12/2/25
QC	10 days	Tue 12/9/25	Mon 12/22/25
Cost Estimate	20 days	Tue 12/23/25	Mon 1/19/26
Review Estimate / Page Turn	5 days	Tue 1/20/26	Mon 1/26/26
▲ Construction Documents	70 days	Tue 2/3/26	Tue 5/12/26
WS1: Building and Site review updates Mtg	0 days	Tue 2/3/26	Tue 2/3/26
Entitlements 3: Watershed Submittal if separate from 100% CD	0 days	Tue 2/3/26	Tue 2/3/26
WS2: Hardware / Access Control Mtg.	0 days	Tue 2/17/26	Tue 2/17/26
PD/CH3: Review Sessions	0 days	Tue 2/24/26	Tue 2/24/26
WS3: Interiors review Mtg	0 days	Tue 3/3/26	Tue 3/3/26
WS4: Specifications Div 0 & 1 review Mtg	0 days	Tue 3/17/26	Tue 3/17/26
PD/CH4: Review Sessions	0 days	Tue 3/24/26	Tue 3/24/26
Page Turn	0 days	Tue 3/31/26	Tue 3/31/26
QC	10 days	Wed 4/1/26	Tue 4/14/26
95% Cost Estimate / Final Redlines / 100% CD Print	20 days	Wed 4/15/26	Tue 5/12/26
▲ Bidding	21 days	Tue 5/12/26	Wed 6/10/26
Council Packets Due	0 days	Tue 5/12/26	Tue 5/12/26
Council Approval to let bids	0 days	Mon 5/18/26	Mon 5/18/26

Program

Original Pre-Design

- 64,705 Gross Square Feet

Program Verification

- 67,737 Gross Square Feet
 - Additional
 - Future Garage Stalls
 - Garage Support Spaces
 - Minor Additional Office Space

Schematic Design

- 69,254 Gross Square Feet

SPACE NEEDS PROJECTIONS (PROGRAM)	TOTALS			
	TOTAL NET SF	WALL GROSSING FACTOR (10%) SF	CIRCULATION/MEP FACTOR (NON GARAGE - 25%, GARAGE - 190%) SF	TOTAL SF
ROGERS CITY HALL AND POLICE DEPARTMENT - DRAFT				

DEPARTMENT TOTALS				
POLICE DEPARTMENT <i>Sum</i>				
PD - LOBBY AND OTHER	815	82	204	1,100
PD - RECORDS/SUPPORT STAFF	472	47	118	637
PD - COMMAND STAFF	1,630	163	408	2,201
PD - INVESTIGATIONS, DRUG TASK, SRO	2,360	236	590	3,186
PD - PATROL/K9	5,585	559	1,396	7,540
PD - IS	1,824	182	456	2,462
PD - STAFF SUPPORT SPACES	5,580	558	1,395	7,533
PD - EVIDENCE	1,200	120	300	1,620
PD - DETENTION	1,835	184	459	2,477
PD - GARAGE (CURRENT FLEET)	6,000	600	10,800	11,400
PD - GARAGE SUPPORT	3,760	376	940	5,076
PD - GARAGE (FUTURE EXPANSION)	2,400	240	4,320	4,560
		-	-	
CITY HALL <i>Sum</i>		-	-	
CH - BUILDING SUPPORT	1,810	181	453	2,444
CH - ADMIN	1,756	176	439	2,371
CH - COMMUNITY DEVELOPMENT	1,436	144	359	1,939
CH - FINANCE	1,194	119	299	1,612
CH - PARKS AND RECREATION	896	90	224	1,210
CH - SHARED SPACES	4,795	480	1,199	6,473
CH - STAFF SUPPORT SPACES	1,405	141	351	1,897
TOTAL	46,753	4,675	24,708	67,737

Breakdown By Building Type

OFFICE AREA	34,593	3,459	8,648	46,701
GARAGE AREA	12,160	1,216	16,060	29,436

Considerations Pending

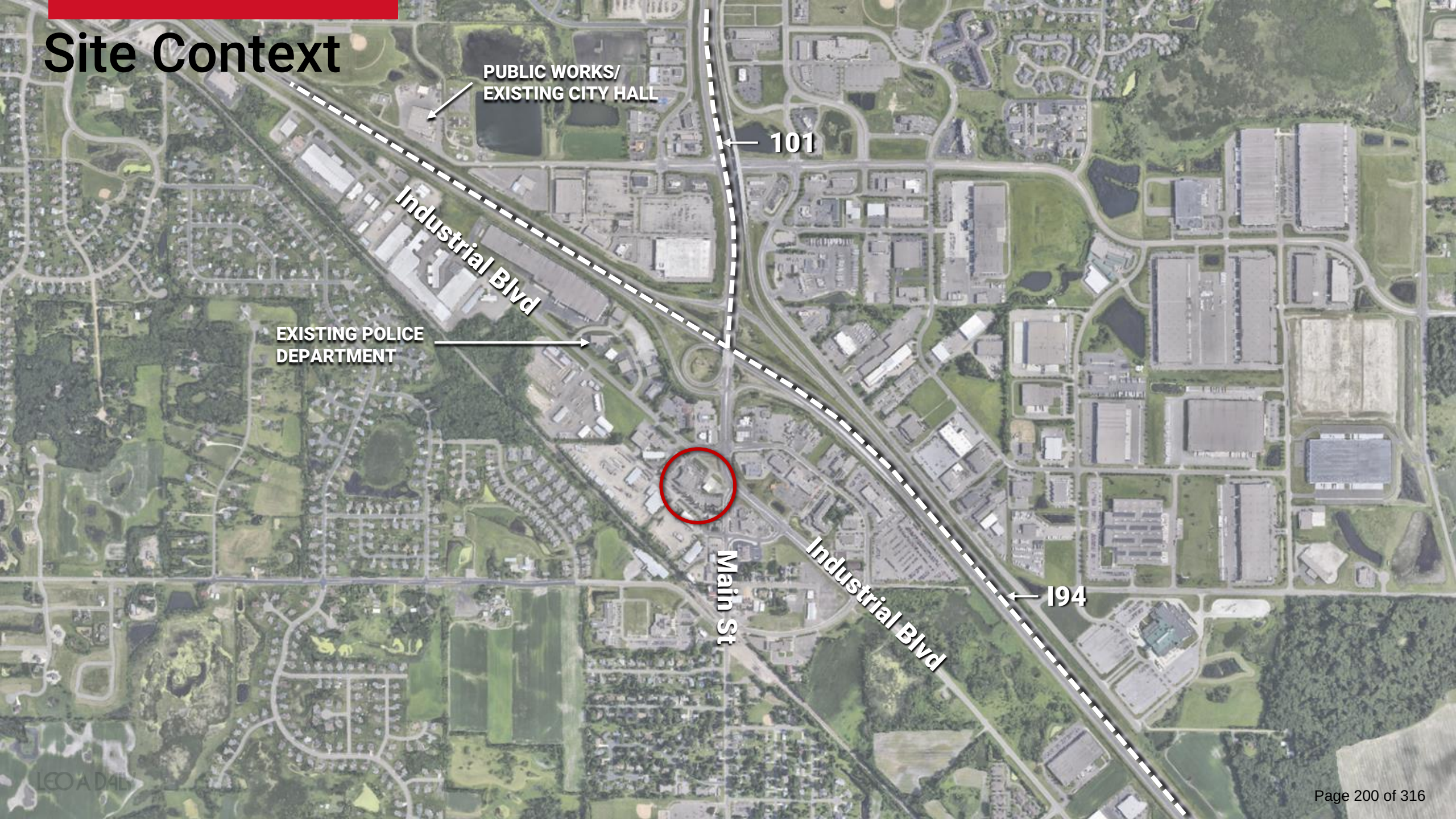
Potential Cost Savings

- Reduce generator size. Need to review with staff.
- Lower floor to floor height of first floor by 1'-0".
- Utilize aggregate piers in lieu of soil corrections. Requires further discussions with soils engineer, aggregate pier contractor, civil and structural engineer.
- Possibly revise (3) Indoor AHU's to (3) or more outdoor RTU's. Need to review with staff and further investigate impacts on floor and roof plans.

Pending Items

- Increasing electrical panel to 2,000 amps to provide (2) future level 3 (300kW) vehicle charging stations at a cost of an additional \$95,220.
- Bury existing overhead power lines underground. Estimated cost is approximately \$250,000. Funding is under review.
- Release RFP for CMr Services / Hire CMr.

Site Context



PUBLIC WORKS/
EXISTING CITY HALL

101

Industrial Blvd

EXISTING POLICE
DEPARTMENT

Main St

Industrial Blvd

194

Site Context



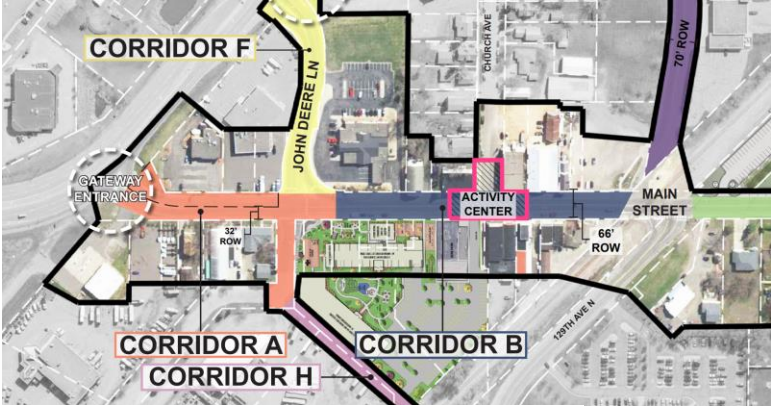
Adjacent Uses



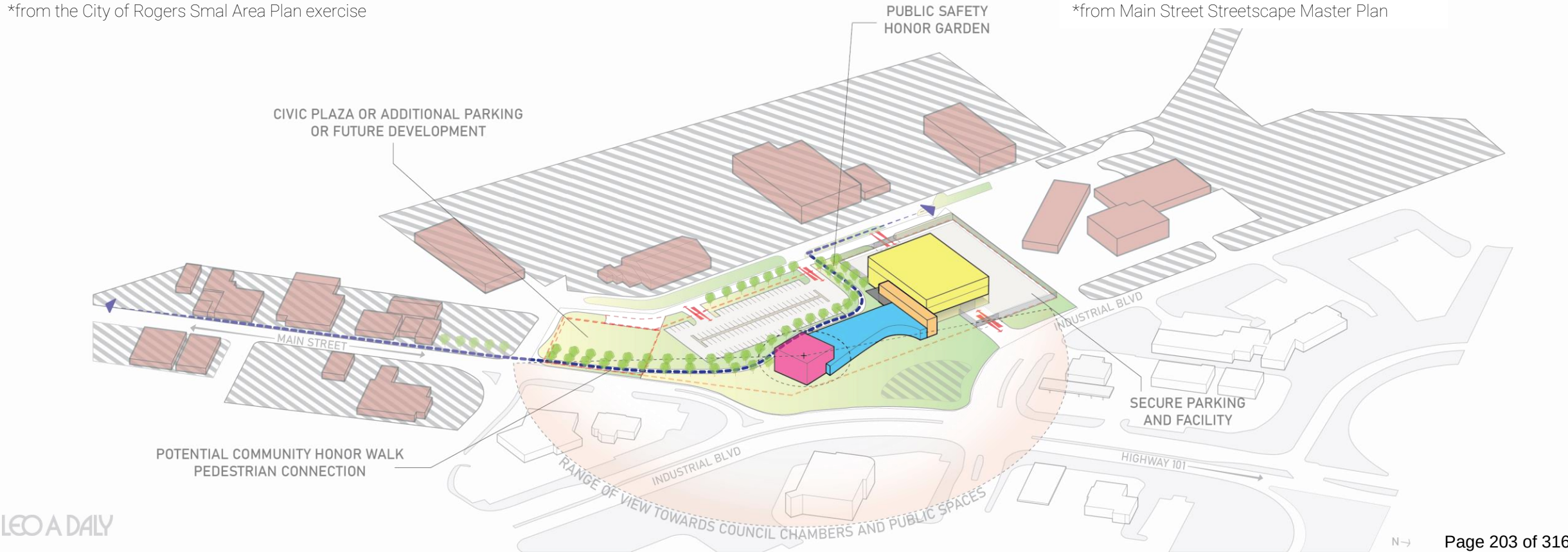
Pedestrian Connection



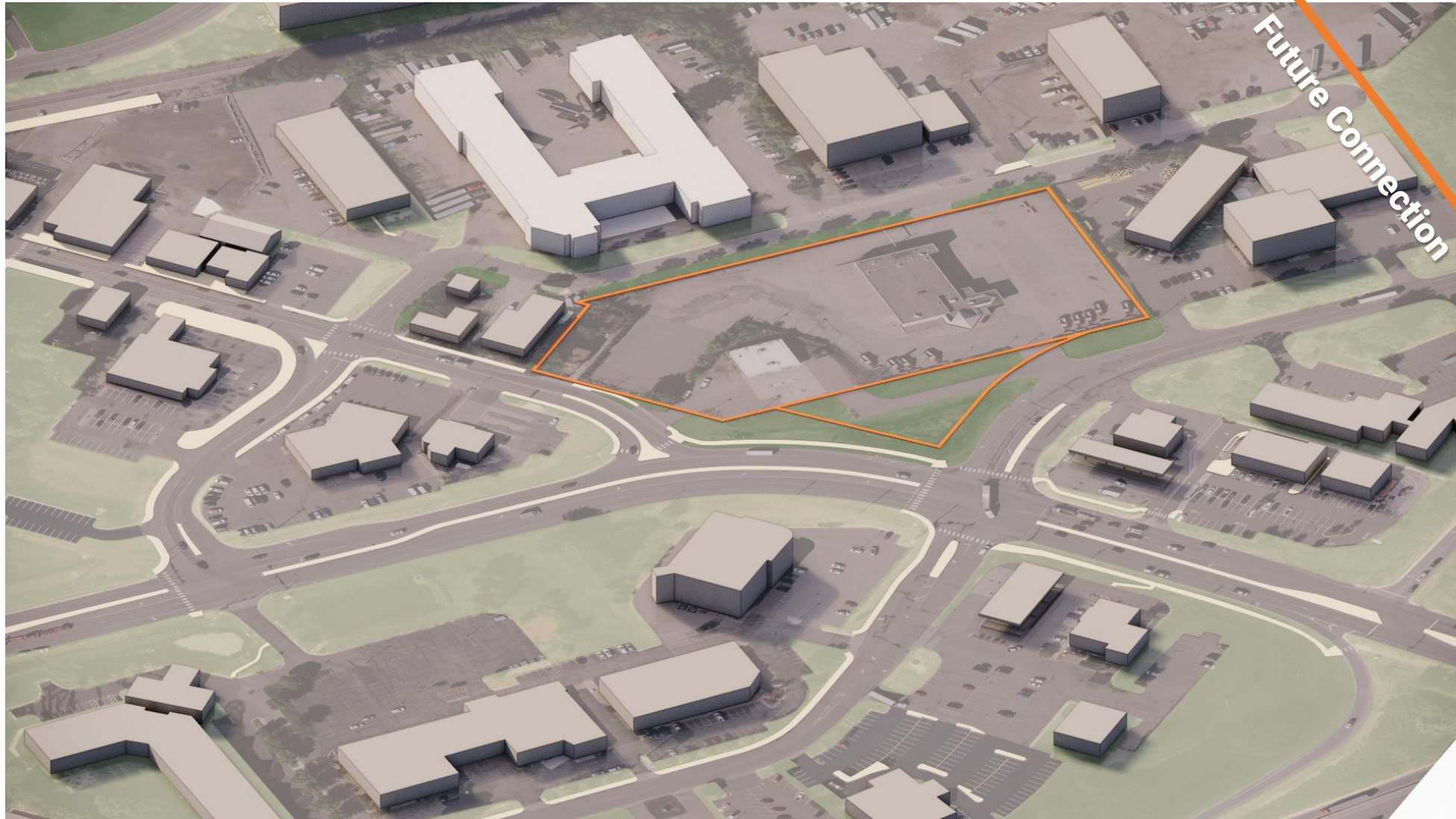
*from the City of Rogers Smal Area Plan exercise



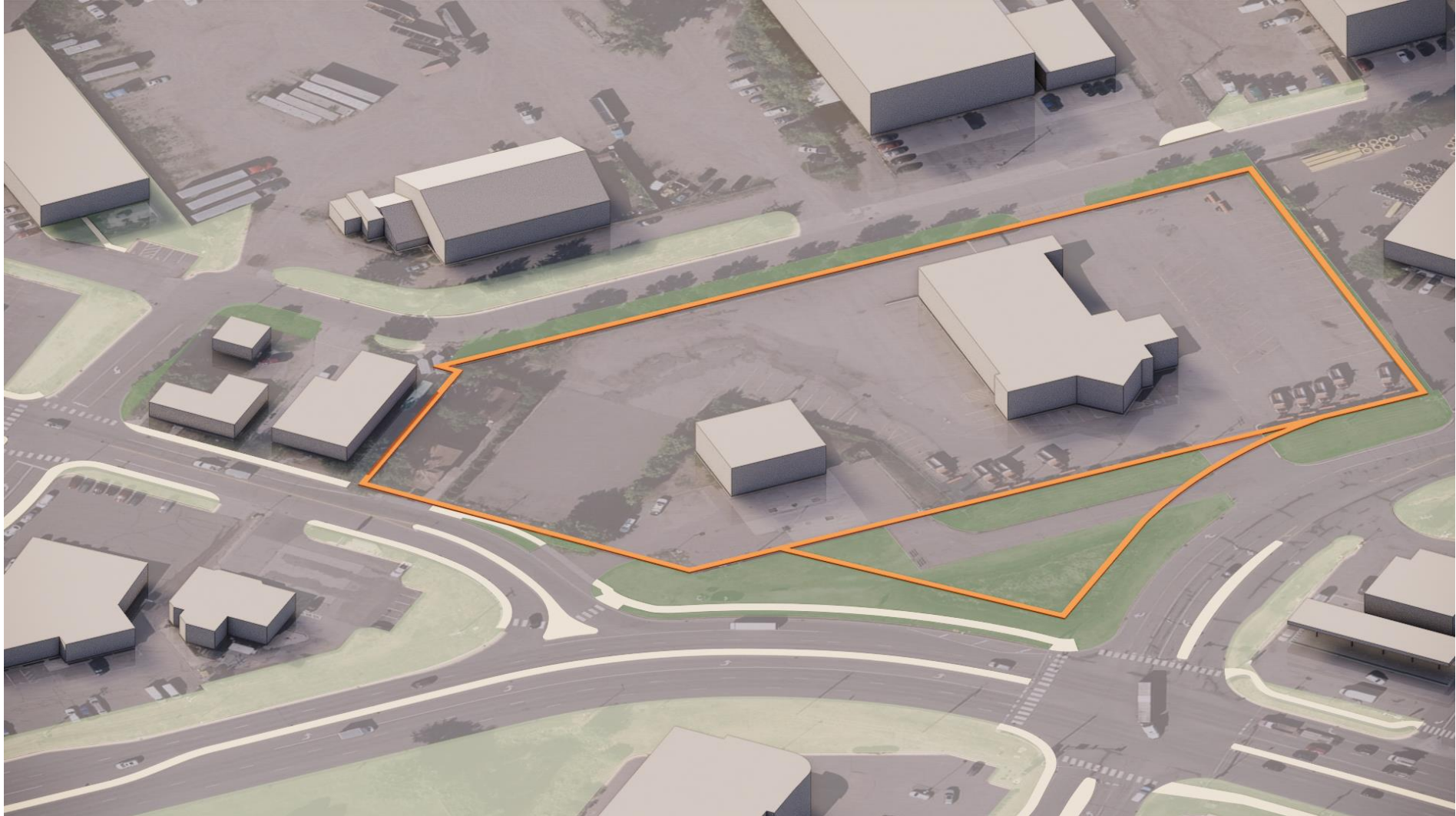
*from Main Street Streetscape Master Plan



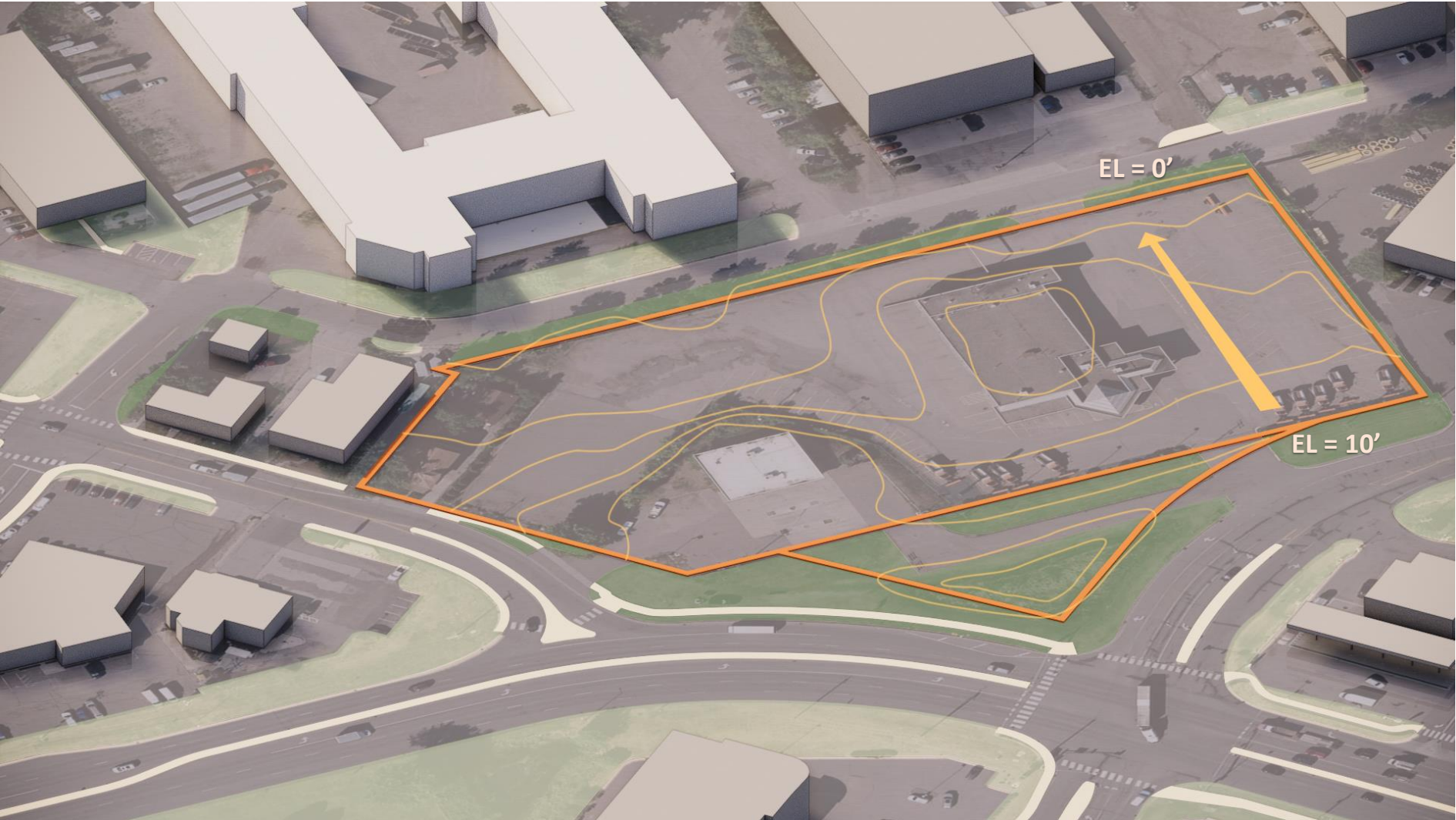
Existing Site



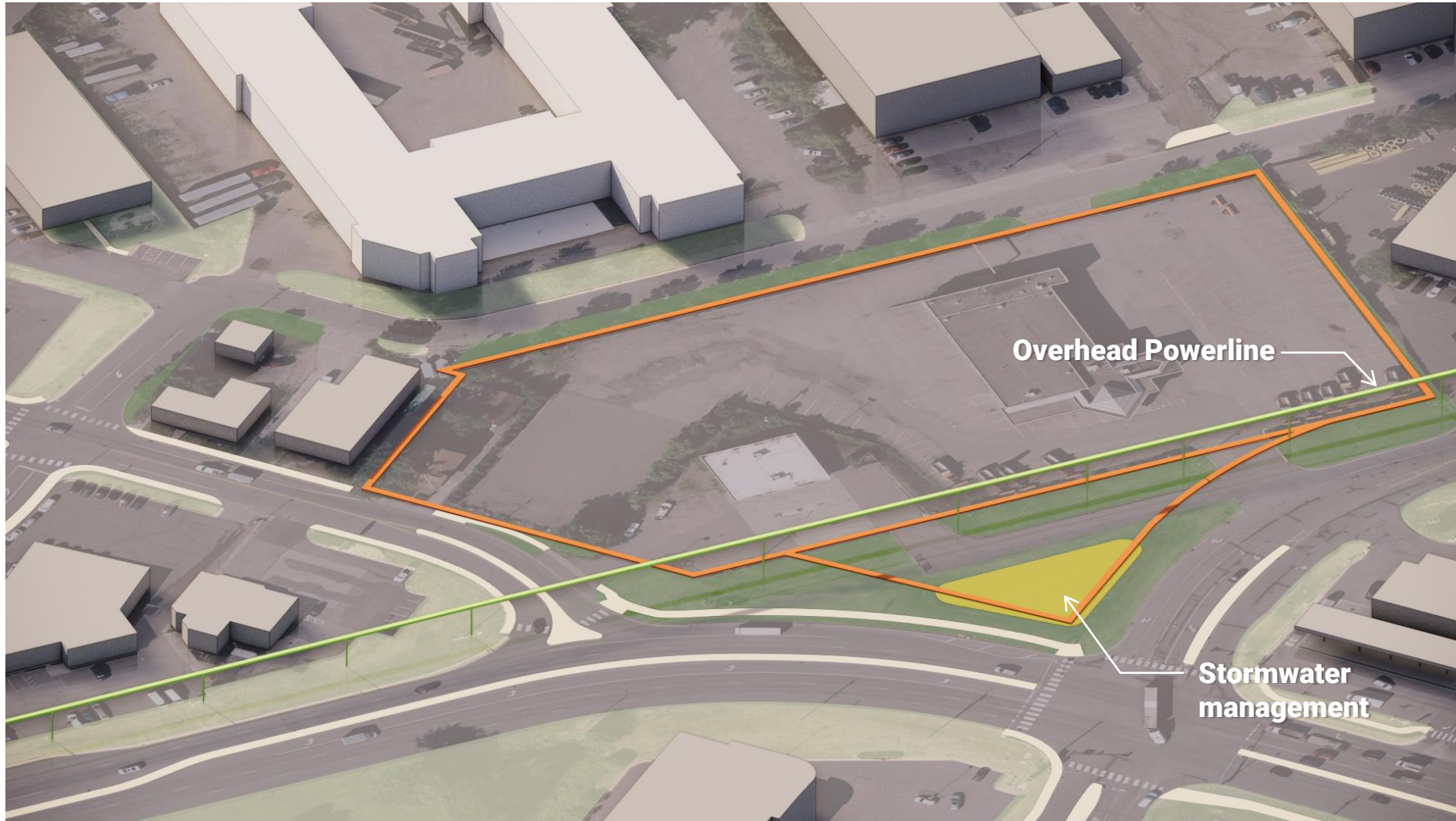
Existing Site



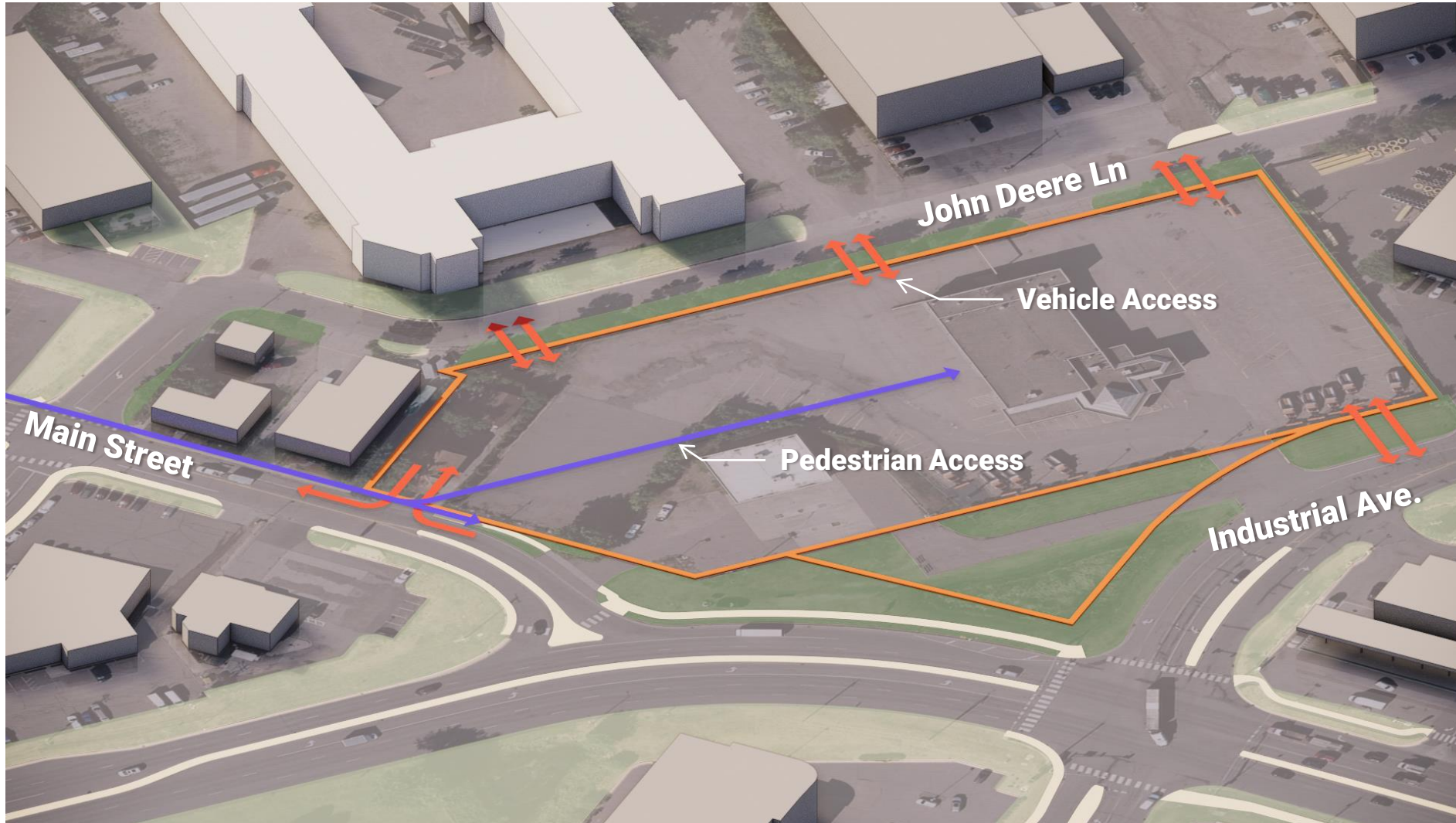
Grade



Infrastructure



Site Access



Streetscape

John Deer Ln.
and Main St.

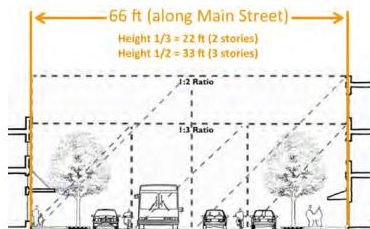
Walkability Framework

Downtown streets are classified as “A” or “B” streets:

- » “A” streets: Priority streets for pedestrian circulation and experience. Ample sidewalks, active storefronts, outdoor dining, human-scaled design and calmed motor vehicle traffic are priorities for the public realm along these streets.
- » “B” streets: Pedestrian circulation and experience are still important (as in all Downtown streets), but less so than in the “A” streets. Service and other uses are more suitably accommodated on these streets.

Enclosure

Enclosure is a measure of a space’s correspondence with human needs for comfortably-scaled environments, and refers to the definition of the public space along streets provided by the buildings along them. Enclosure is a key necessary component, though not by itself sufficient for the definition and success of walkable districts. Accepted ratios for the enclosure provided by building heights to vary from 1/3 to 1/2 of the width of the space between buildings.

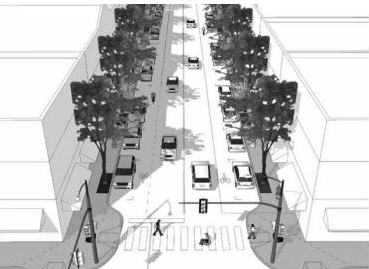


New buildings along “A” and “B” streets should be built along the “build-to” lines specified elsewhere in these guidelines, and be a minimum of two stories and a maximum of four stories.

URBAN DESIGN GUIDELINES



Network of “A” and “B” streets in the Downtown District.

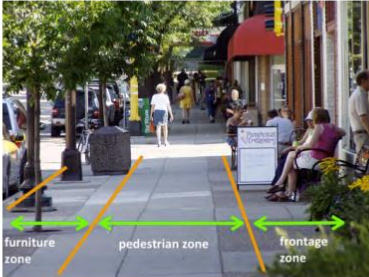


A continuous set of buildings along a street provide sense of enclosure.

Sidewalk Design

Sidewalks in the Downtown District are to be designed using the “four zone” system with recommended dimensions as follows:

Zone	Purpose	“A” street (min.)	“B” street (min.)
Frontage zone	Access to storefronts, displays, seating	2 ft	0 ft
Pedestrian zone	Walking area	8 ft	6 ft
Furniture zone	Trees and landscaping, outdoor seating	6 ft	4 ft
Curb zone	Street lights, signs, door access for parked cars	2 ft	2 ft
Total		18 ft	12 ft



The “four zone” system for allocating sidewalk space.

In general, the goal for sidewalk design throughout the District is to enable the development of a high-quality streetscape that provides sufficient space to accommodate both pedestrian movement and “place-building” and business-supportive activities like outdoor dining, shopping, signs, outdoor displays and seating.

Public Realm

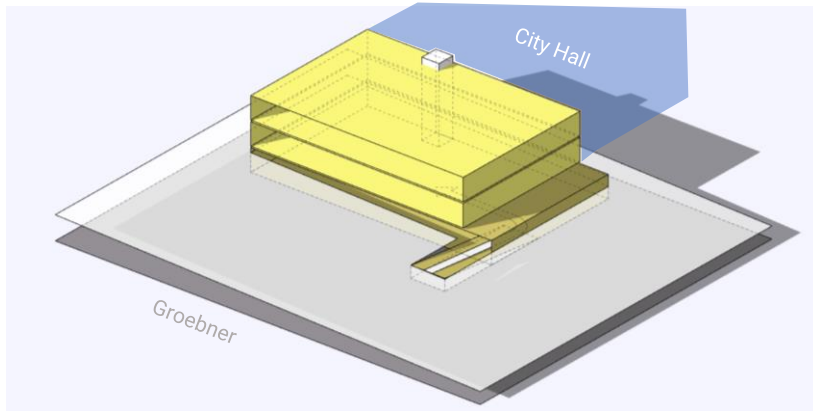
Additional recommendations for improving the public realm (streets, sidewalks and public spaces) in the Downtown District include:

- » Increase green areas: install tree grates, root boxes and boulevards and plant street trees at 25 foot centers along all “A” and “B” streets in the District
- » Install pedestrian-scale lighting
- » Encourage restaurant and café businesses to use sidewalks in the summer



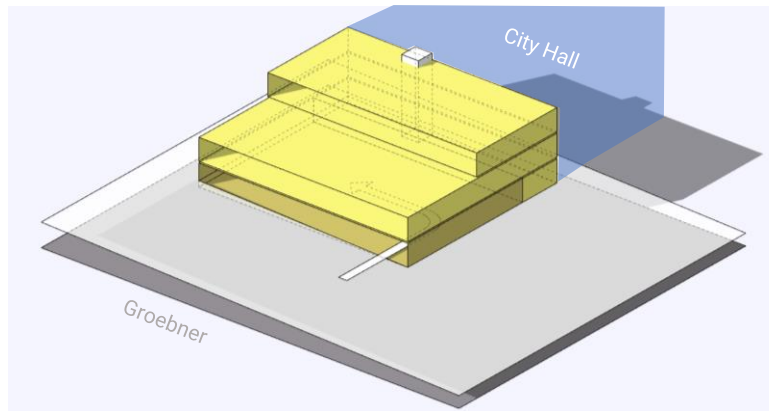
Coordinate seating, lighting and other public realm elements.

Police Garage



Underground

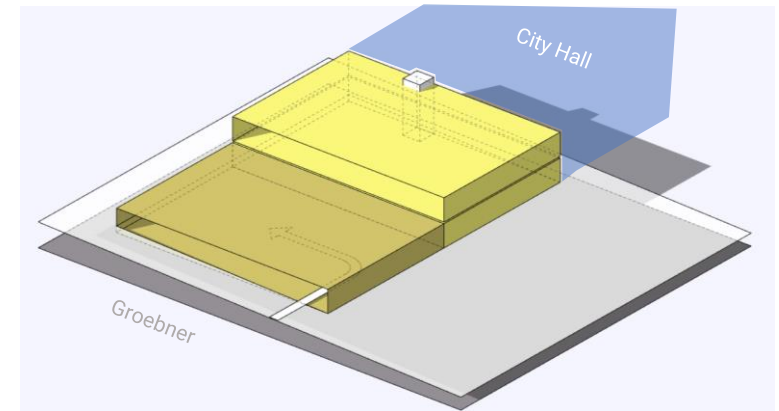
- + Compact footprint
- + Large ground floor presence
- Below grade construction costs
- Less garage expansion opportunity



Partial Tuck Under

- + Garage expansion possible
- + No below grade construction costs
- Small first floor presence
- Taller structure

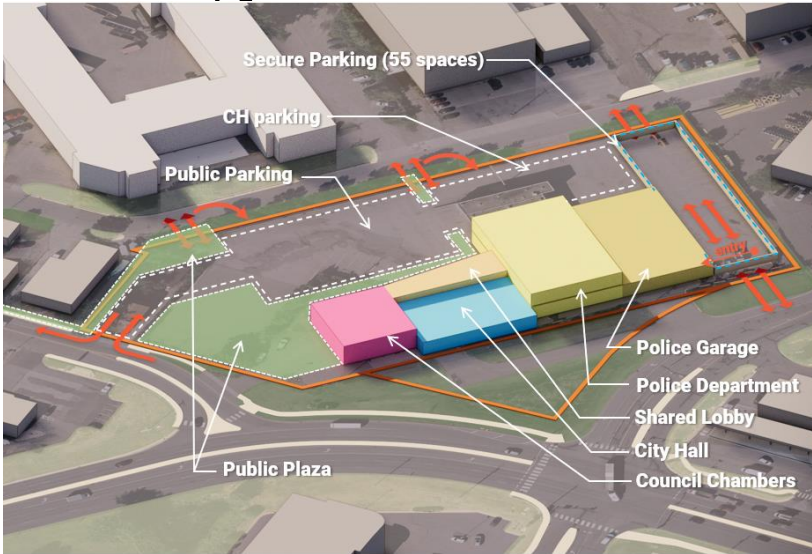
Lobby, Reception Desk,
Records, Holding, Patrol



Side by side

- + Expansion possible
- + Accessible
- + Large ground floor presence
- Large footprint

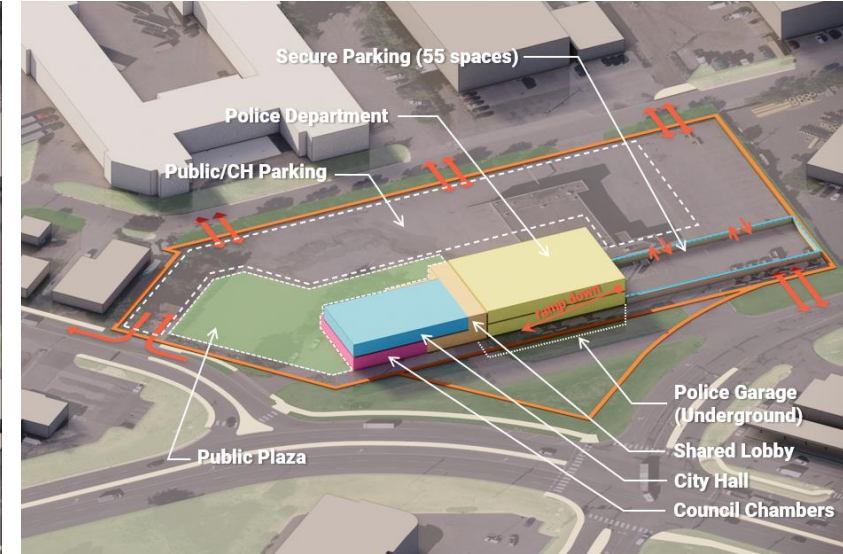
Program + Site



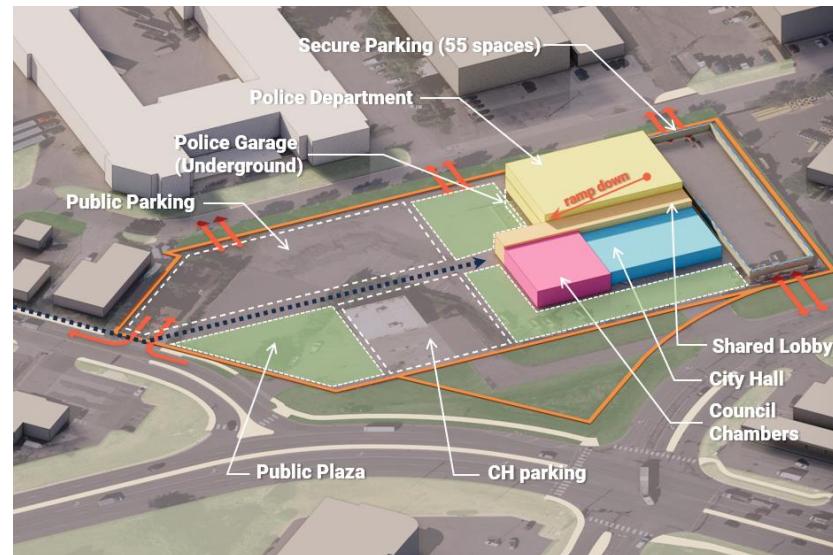
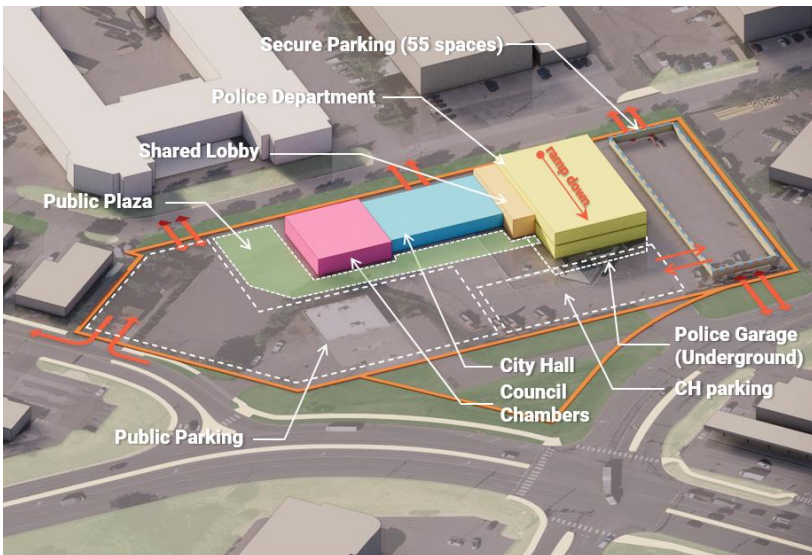
Study 1



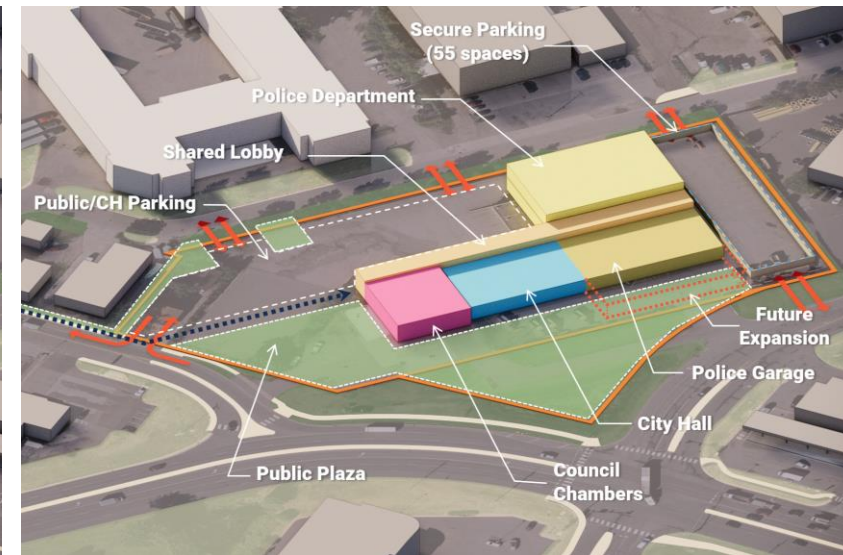
Study 2



Study 3

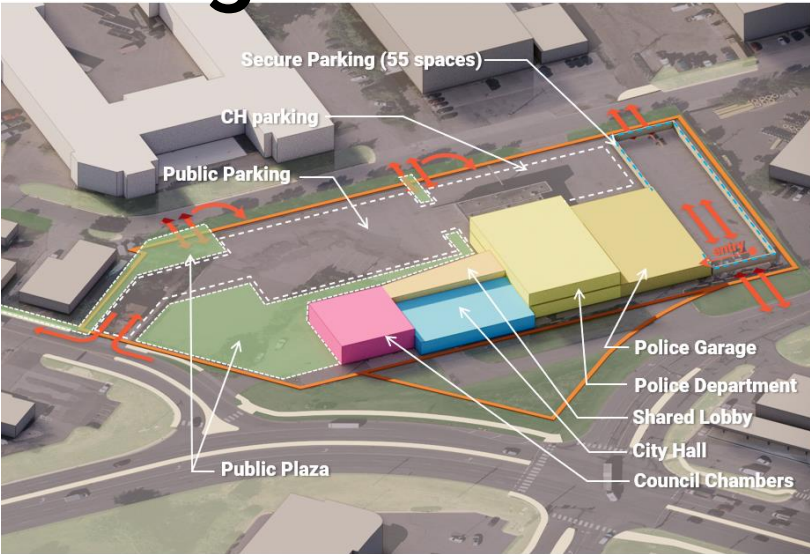


Study 5



Study 6

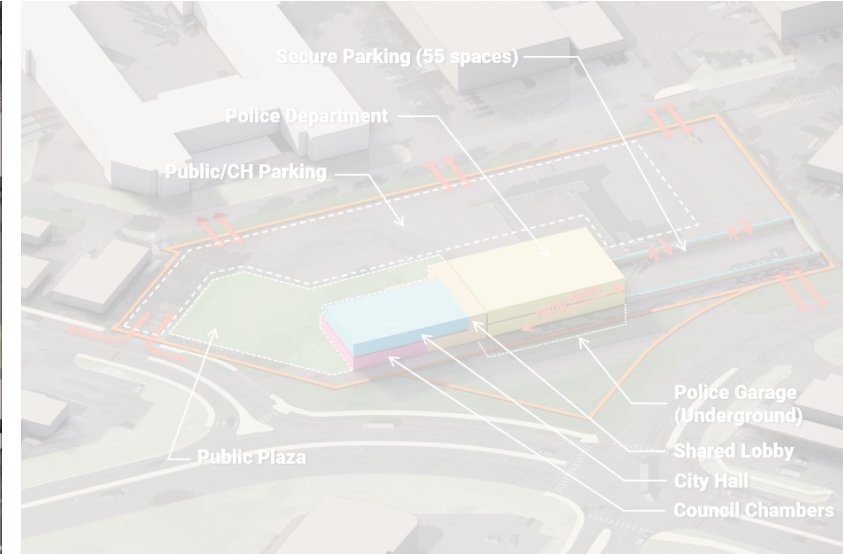
Program + Site



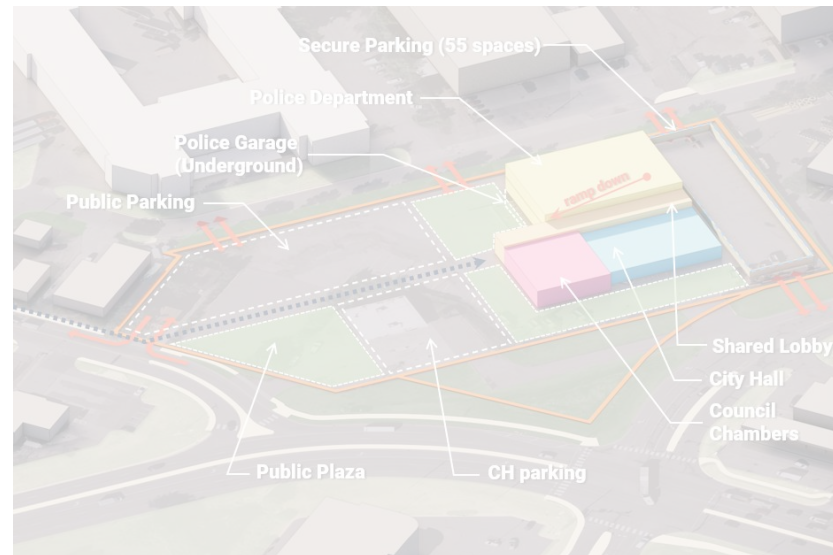
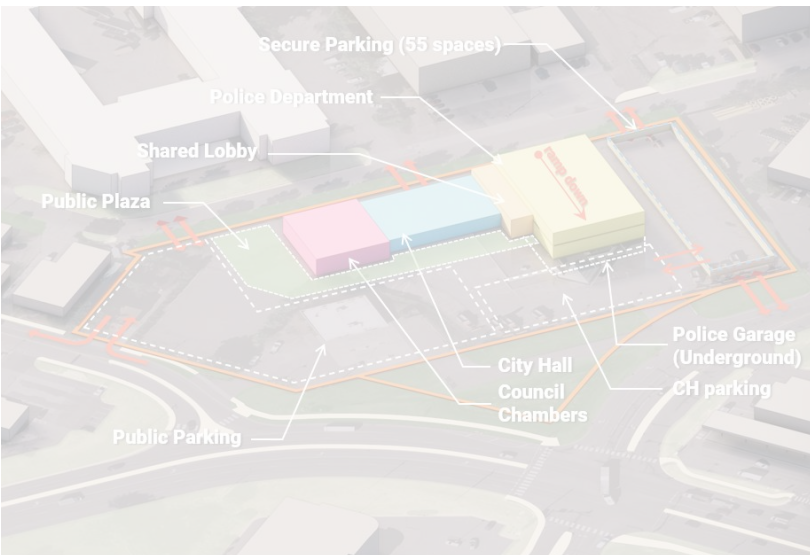
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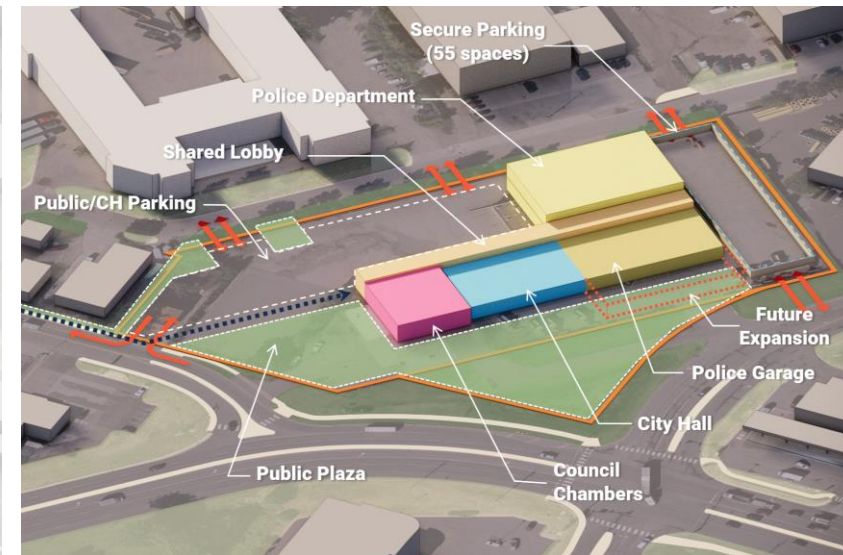
Study 2



Study 3



Study 5



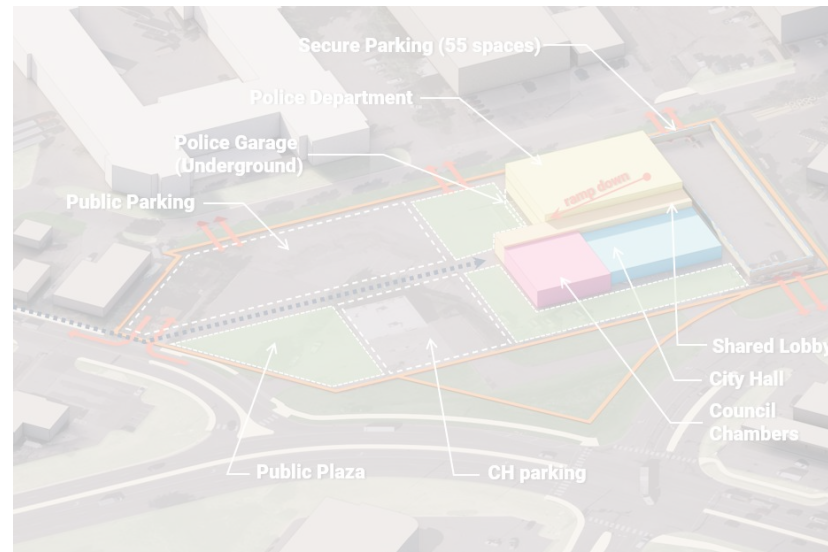
Study 6

Program + Site

- Public identity
 - site design
 - parking
 - plaza
- Space planning



Study 2

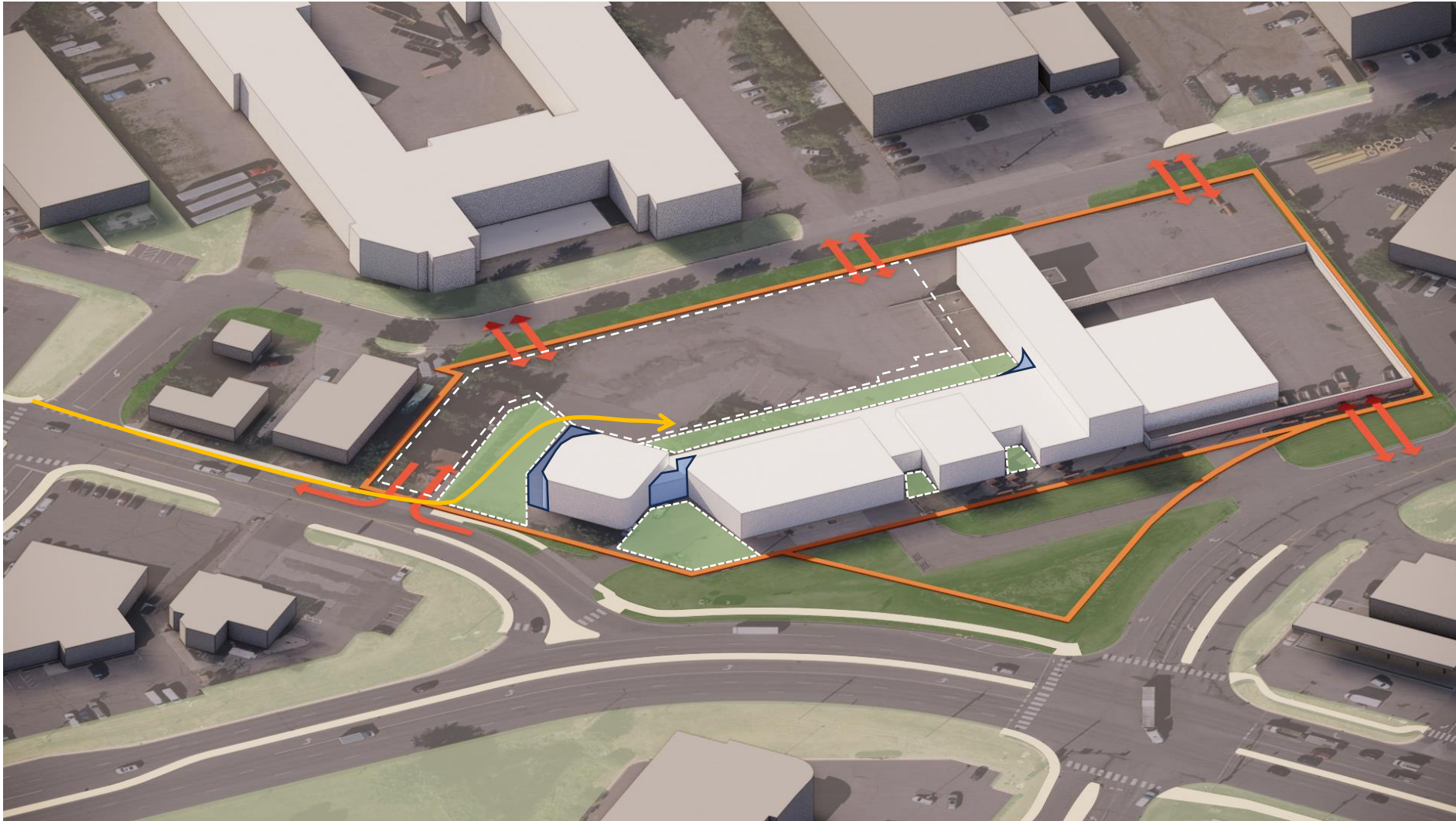


Study 5

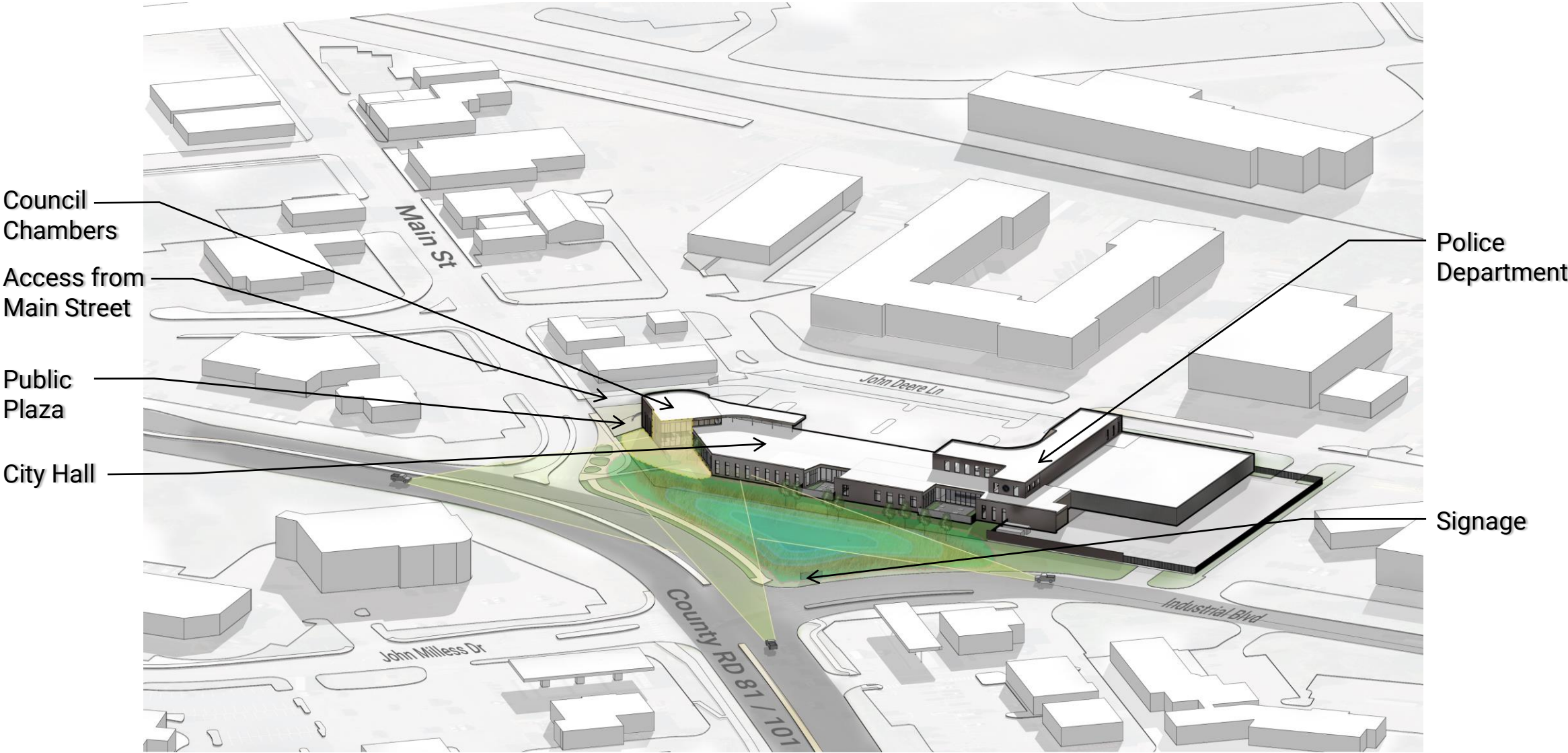
Explore alternatives -

- garage orientations/layouts
- consider topography
- expansion potential

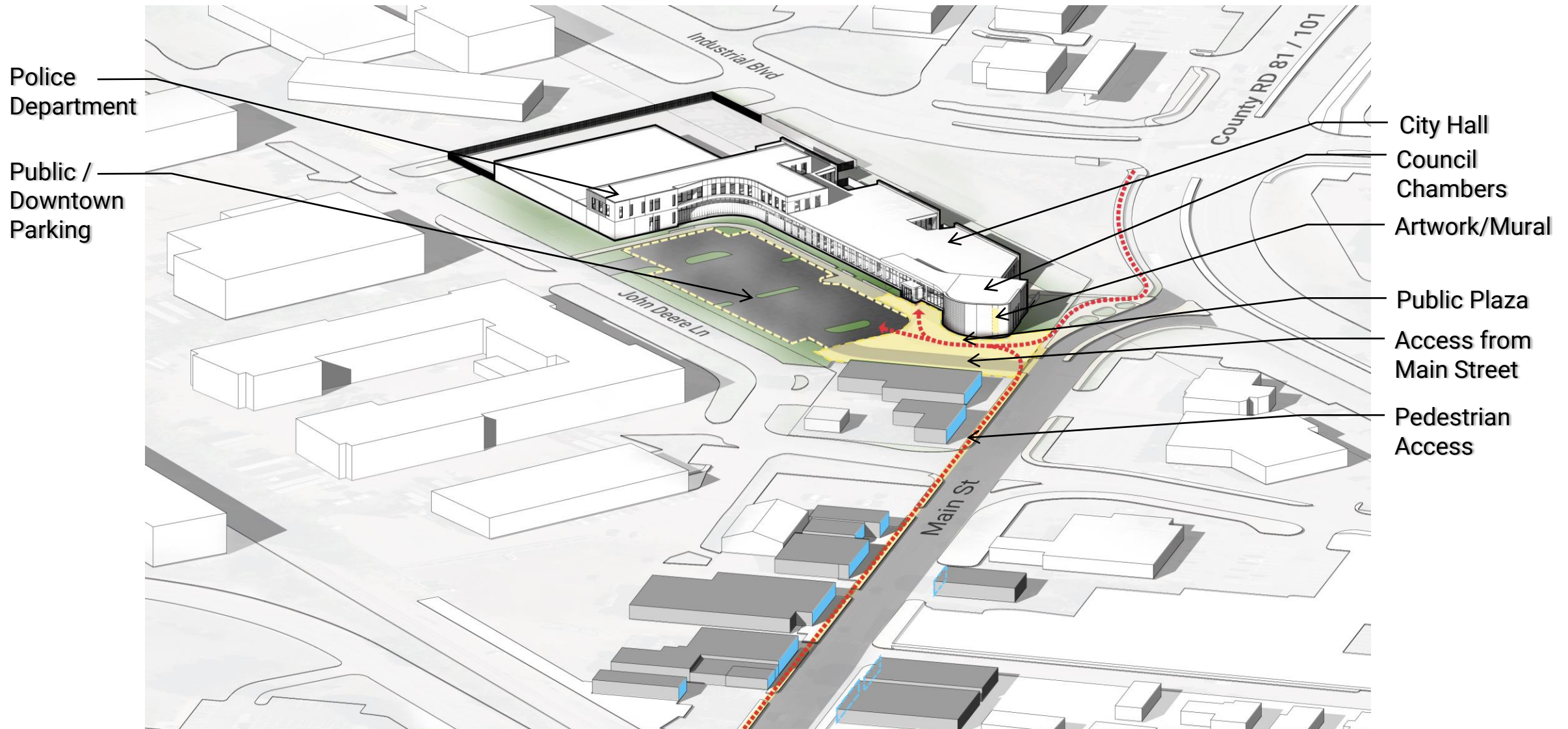
Program Massing



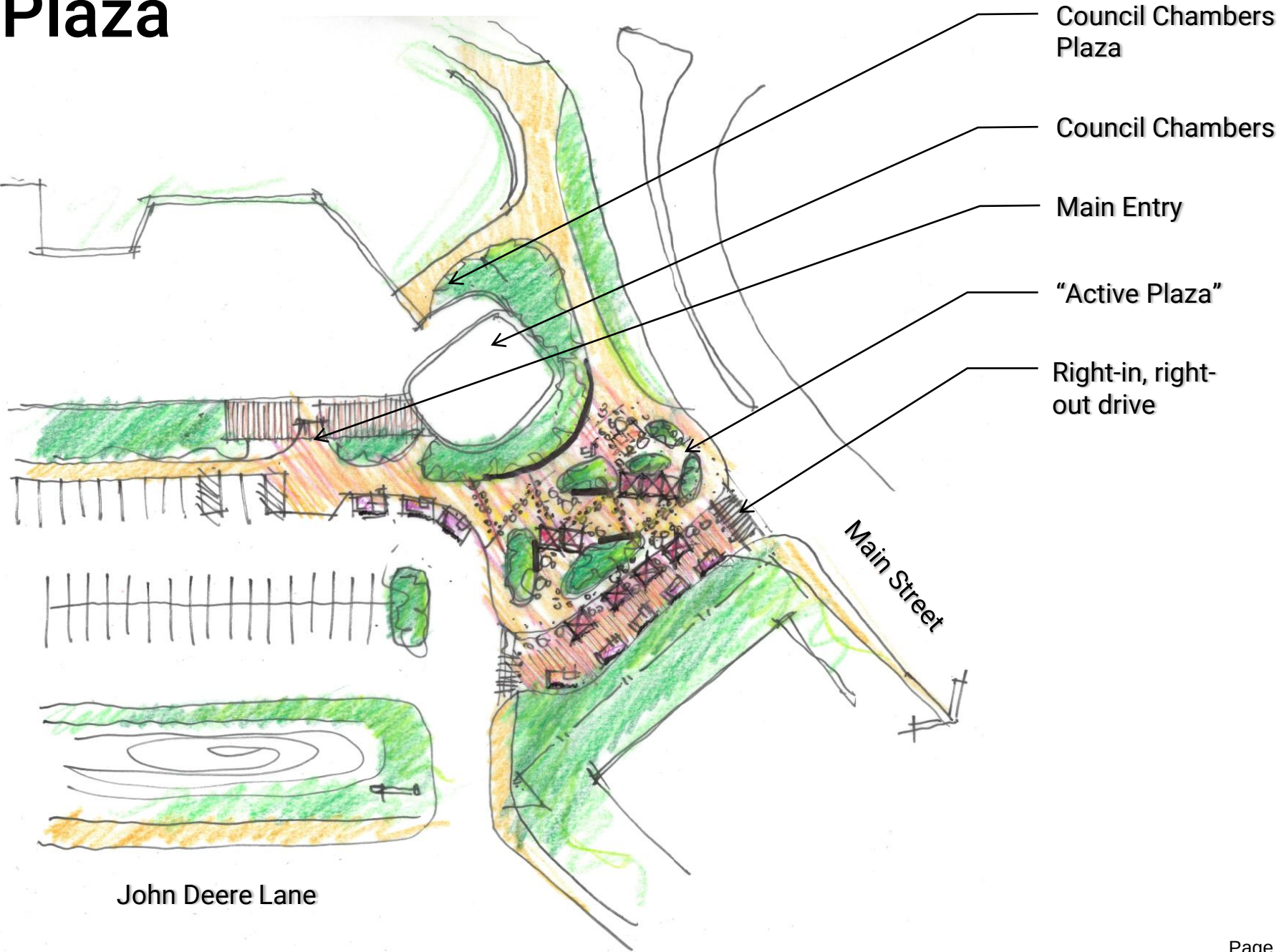
Visibility From North



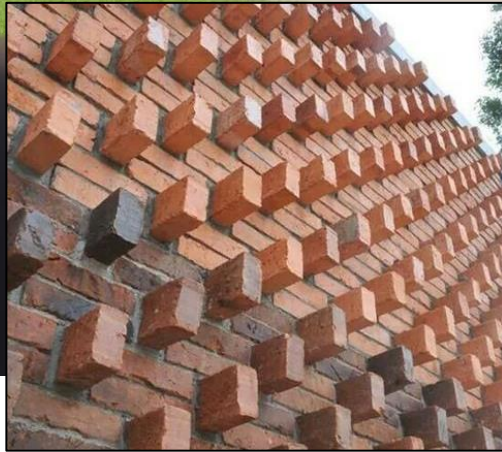
Main Street Connection



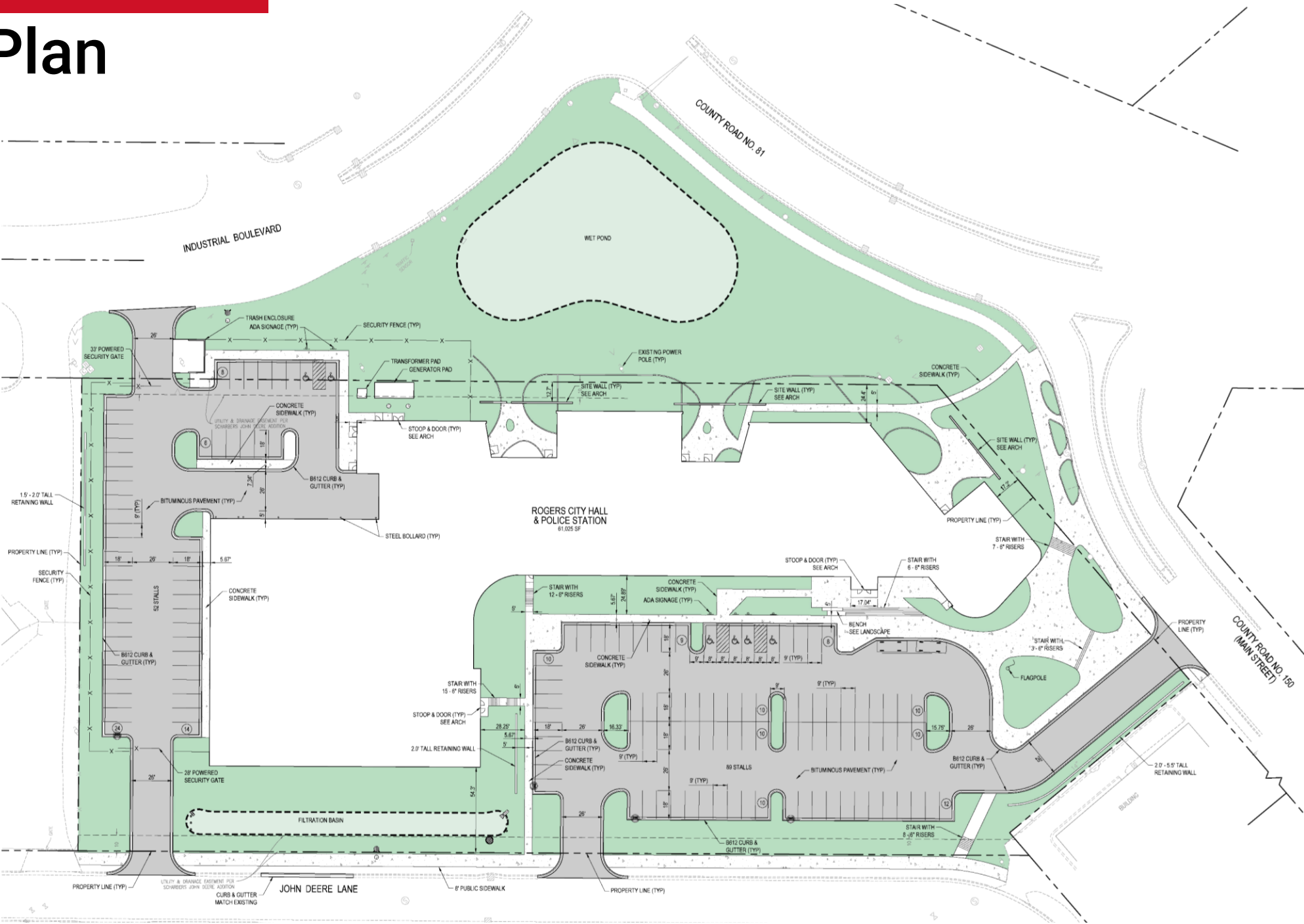
Main Street Plaza



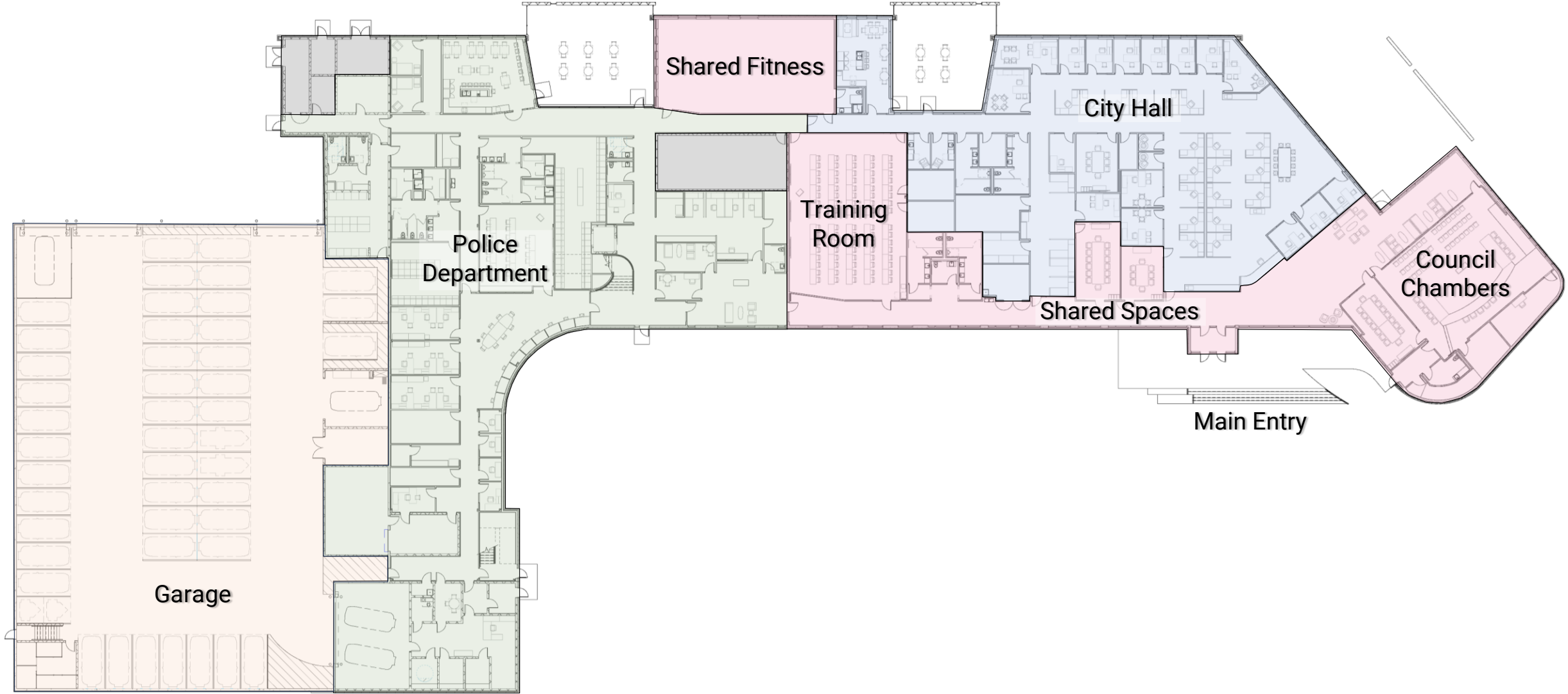
Mural, Texture, Sculptural



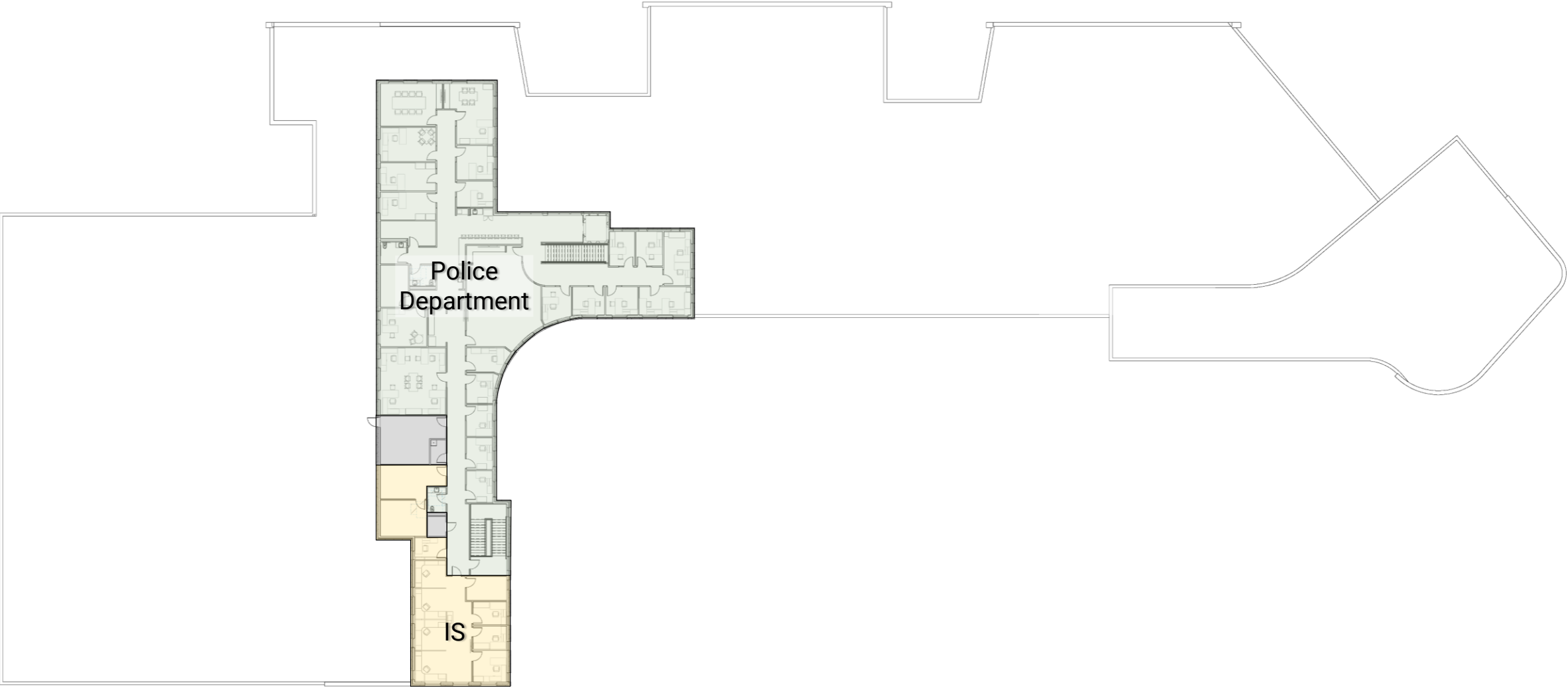
Site Plan



Floor Plan – Level 1



Floor Plan – Level 2



Mainstreet Plaza



Mainstreet Plaza



Main Entrance



Lobby



Public Viewing



Council Chambers



Council Chambers



Council Chambers





Questions?



STAFF REPORT

ROGERS CITY COUNCIL

Meeting Date: October 14, 2025

Agenda Item: 6.1

Subject: Public Hearing to Pass Upon the Proposed Assessment for Delinquent Sewer, Water, Recycling and/or Storm Sewer Services

Prepared By: Bridget Bruska, Finance Director

Recommended Council Action

After conducting the Public Hearing, a motion to adopt Resolution No. 2025-71, A Resolution Adopting and Confirming Assessment for Delinquent Sewer, Water, Storm Sewer and Recycling Charges (2025).

Overview / Background / Analysis

In mid-September, notices of individual delinquent utility assessments were mailed to approximately 792 property owners. The months covering the unpaid utilities are September 2024 to August 2025. The outstanding balances initially totaled \$311,000.

As of October 8, 2025, there were 403 delinquent accounts with an outstanding balance of approximately \$225,000. Property owners will have until November 13th to bring their accounts current, or the delinquent balance will be assessed to their property taxes. A list of the PIDs is attached to the proposed resolution.

Staff Recommendation

After conducting the Public Hearing, a motion to adopt Resolution No. 2025-71, A Resolution Adopting and Confirming Assessment for Delinquent Sewer, Water, Storm Sewer and Recycling Charges (2025).

Financial Impact: \$225,000 or less

Source Fund: Utilities (601, 602, 603) and General Fund Recycling (100-3245)

Budgeted? N/A

Supporting Documentation

A. Resolution No. 2025-71

RESOLUTION NO. 2025 - 71

A RESOLUTION ADOPTING AND CONFIRMING ASSESSMENT FOR DELINQUENT SEWER, WATER, STORM SEWER, AND RECYCLING SERVICE CHARGES (2025)

BE IT RESOLVED by the City Council of the City of Rogers, Minnesota, as follows:

1. That the property amount to be specially assessed at this time for delinquent sewer and water service charges against the appropriate lot, piece or parcel of land served has been duly calculated, and notice has been duly published and mailed as required by law, that this council would meet to pass upon all objections, if any, and said proposed assessment has at all times since its filing been open for public inspection, and opportunity has been given to all interested persons to present their objections, if any, to such proposed assessment.

2. This Council, having heard and considered all objections so presented, and being fully advised in the premises, finds that the actual charges made for utility services directly rendered to each of the lots, parcels, and pieces of land enumerated in the proposed assessments set opposite each lot, piece and parcel of land respectively, and such amount so set out is hereby levied against each of the respective lots, pieces and parcels of land therein described.

3. The proposed assessments are hereby adopted and confirmed as the proper special assessment for each of the said lots, pieces, and parcels of land, respectively, and the assessment against each parcel, together with interest at 8% per annum accruing on the full amount thereof from time to time unpaid, shall be a lien concurrent with general taxes upon said parcel and all thereof. The total amount of each such assessment shall be payable in one annual principal installment, together with interest on the entire assessment from the date hereof to December 31, 2026, to be payable with general taxes payable in 2026.

4. The owner of any property so assessed may, at any time prior to certification of the assessment to the County Auditor, pay the whole of the assessment on such property, with interest accrued to the date of payment, to the City Treasurer, except that no interest shall be charged if the entire assessment is paid within thirty (30) days from the adoption of this resolution.

5. The City Clerk shall, as soon as may be, prepare and transmit to the County Auditor a certificate duplicate of the Assessment Roll, with each installment and interest thereon set forth separately, to be extended upon the proper tax list of the County, and the County Auditor shall thereafter collect said assessment in the manner provided by law.

The below list indicates the properties to be assessed, listed by property identification numbers:

0112023410006	1312023230077	1412023310068	1512023240024	1612023410045	2212023340017	2312023340018
0112023410011	1312023240042	1412023310071	1512023240028	1612023410054	2212023410035	2312023420049
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1012023130002	1312023320044	1412023410016	1512023310076	1612023420056	2212023440026	2412023130007
1012023130005	1312023320083	1512023110007	1512023310097	1612023420060	2212023440055	2412023330026
1012023340011	1312023410021	1512023110012	1512023310103	1612023420063	2312023120012	2512023140005
1012023340017	1312023410046	1512023110034	1512023310105	1612023420065	2312023130017	2512023440006
1012023410002	1312023410049	1512023110055	1512023310109	1612023420066	2312023130017	2612023110022
1012023430006	1312023410070	1512023110072	1512023310122	1612023429001	2312023140006	2612023110030
1012023440034	1312023410071	1512023120006	1512023310127	1612023440004	2312023210007	2612023110039
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2712023120080	3412023430009
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STAFF REPORT

Meeting Date: October 14, 2025

ROGERS CITY COUNCIL

Agenda Item: 7.1

Subject: Approve Memorandum of Agreement (MOA) with Rogers Youth Hockey Association (RYHA), Authorize Solicitation of Bids for Rink Expansion and Approve a Revised AIA Document A133-2019, Standard Form of Agreement Between the City of Rogers and RJM Construction as Construction Manager and Constructor, City Project No. 2406

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

Recommended Council Action

Motion to Approve Memorandum of Agreement (MOA) with Rogers Youth Hockey Association (RYHA), Authorize Solicitation of Bids for Rink Expansion and Authorize Solicitation of Bids for Rink Expansion, with such final changes as may be necessary as approved by the City Attorney and City Administrator.

Motion to Approve a Revised AIA Document A133-2019, Standard Form of Agreement Between the City of Rogers and RJM Construction as Construction Manager and Constructor, City Project No. 2406

Overview / Background / Analysis

The expansion of the Rogers Activity Center (RAC) has been in the planning stages for almost four years. On May 28, 2024, the City Council and Rogers Youth Hockey Association entered into a Term Sheet "intended to set forth the general terms upon which the parties hereto may be willing to enter into a Memorandum of Agreement to expand the current RAC and construct a second sheet of ice ("Rink Expansion"). This Term Sheet was not conclusive or legally binding upon either party, and neither party shall have any obligations regarding the property defined below unless and until a definitive Memorandum of Agreement is approved by the City and executed by both parties."

A Request for Proposals for Architectural and Engineering Services for the Rink Expansion was issued in August, 2024. The City Council approved a Professional Services Agreement (PSA) with HTG Architects in September, 2024. According to the Term Sheet with RYHA, RYHA is responsible for depositing an escrow with the City to pay for engineering and architectural design costs. RYHA will be responsible for the design engineering costs and agreed to provide additional escrows as needed. Any unused escrow will be used for the project or returned to RYHA. To date RYHA has contributed \$584,000 to the City to cover design costs.

On September 23, 2025 for the City Council Budget Workshop, an item was included to discuss new funding options for the City Council to consider for the Rink Expansion.

Upon review of the funding options, the City Council agreed to proceed with the Rink Expansion with additional city funds (Park Dedication and naming rights) to cover the financing gap. This direction set into motion the development of the attached Memorandum of Agreement (MOA) with RYHA. The MOA contemplates many of the provisions provided for in the Term Sheet with some additional provisions:

- The initial term of this agreement shall be 20 years. The parties may extend the duration of the agreement by mutual consent and in writing, with each extension not to exceed 10 years.
- A cash contribution of \$2,000,000 (less the escrowed amount) is due upon awarding the construction contract. Annual contributions of \$500,000 for 20 years will be due by December 31st of each year after contract acceptance.
- RYHA will be responsible for costs above the estimated \$16.7M construction costs or shortfalls in other projected revenue sources, either directly or by extending the annual contributions as described above.
- The agreement contains dispute resolution provisions, legal conditions and confidentiality terms.

A Request for Proposals (RFP) for CM@R for the Rink expansion was issued in March, 2025, to eight contractors, three of which are local contractors. Two of the local contractors declined to propose on the project as did one other contractor due to their current workload. Staff from Parks and Recreation and Public Works reviewed the proposals and ranked them based on the following criteria; technical aspects of the proposal, credentials of the project team, responsiveness to the RFP, the proposed CM@R fee and other notable factors. On April 22, 2025, the City Council reviewed the proposals and rankings and approved AIA Document A133-2019, Standard Form of Agreement Between the City of Rogers and RJM Construction as Construction Manager and Constructor.

RJM Construction's original proposal waived \$44,163 in pre-construction fees and the agreement reflected that waiver. After lengthy contract negotiations and protracted discussions between staff, RYHA and the City Council, RJM Construction agreed with staff's requests and amended the agreement to our satisfaction with one exception.

They added \$25,000 in pre-construction compensation "due to the delay/extension of the design duration from what was published in the RFP". They later noted "If the project is transitioning to bid immediately, we can waive the \$25k additional request.

We had originally waived our pre-construction fee as the RFP indicated the project was going to bid at the time of CM hire. That we know did not happen. If you anticipate a lengthy process (6+ months) before GMP approval, we should be compensated accordingly. Hopefully, this helps the team make an informed decision". HTG responded that they only have about one-month worth of design left to get to bidding documents and RJM Construction was copied on that email.

Staff Recommendation

Motion to Approve Memorandum of Agreement (MOA) with Rogers Youth Hockey Association (RYHA), Authorize Solicitation of Bids for Rink Expansion and Authorize Solicitation of Bids for Rink Expansion, with such final changes as may be necessary as approved by the City Attorney and City Administrator.

Motion to Approve a Revised AIA Document A133-2019, Standard Form of Agreement Between the City of Rogers and RJM Construction as Construction Manager and Constructor, City Project No. 2406

Financial Impact: \$16.7M

Source Fund: Multiple

Budgeted? N/A

Supporting Documentation

- A. 2024 RAC Expansion Term Sheet - Fully Executed
- B. Rink Expansion Memorandum of Agreement
- C. City of Rogers - A133-2019 - CM@Risk
- D. Rink Expansion Plan Sheets

TERM SHEET

This Term Sheet is executed as of this 28th day of May, 2024, by and between the Rogers Youth Hockey Association (“RYHA”) and the City of Rogers (the “City”). It is intended to set forth the general terms upon which the parties hereto may be willing to enter into a Memorandum of Agreement to expand the current Rogers Activity Center (RAC) and construct a second sheet of ice (“RAC Expansion”). This Term Sheet shall not be deemed conclusive or legally binding upon either party, and neither party shall have any obligations regarding the property defined below unless and until a definitive Memorandum of Agreement is approved by the City and executed by both parties.

1. Property: 21080 141st Ave N, Rogers, MN 55374, PID 11-120-23-41-0004, Lot 2, Block 1, Rogers High School Addition, Hennepin County, Minnesota and 14160 James Road, PID 11-120-23-43-0007, Lot 2 Block 2, North Rogers Industrial Park, Hennepin County, Minnesota. The RAC Expansion site will generally be depicted in Exhibit A.
2. Recitals
 - The City and RHYA have established a positive relationship. The City constructed the RAC in 2006 for \$6 million in construction costs. RYHA provided the City with a 20-year commitment at \$65,000 per year, for a total contribution of \$1.3 million. RYHA finished their commitment early.
 - The City has taken steps to prepare for the RAC Expansion. The current RAC land was purchased for \$1.3 million, land for the anticipated RAC Expansion and turf facility was purchased for \$1.375 million, site preparation was completed for \$1.8 million, and the City will provide and maintain parking for the RAC Expansion.
 - The City and RYHA agree there is a need for the RAC Expansion. The City’s short-term financial plan does not contemplate this expansion; therefore, the City has limited resources to dedicate to the project.
 - A preliminary financial analysis for the project has been prepared and defined in Exhibit B. The financial analysis is based on several estimates, including the anticipated project cost of \$11 million, contributions from other organizations, and financing assumptions. Given the City’s limited resources available for this project, it is expected that RYHA would be responsible for funding any variances that result from refining Exhibit B assumptions.
3. City Obligations:
 - a. Provide the prepared land next to the existing ice arena to construct the RAC Expansion.
 - b. Contribute \$1,500,000 to an ice plant to service both ice sheets. The City will make this contribution upon commissioning of the ice plant.
 - c. Continue the current RAC levy at \$475,000 per year for the life of the bond, or as long as necessary, allowing the City to contribute \$120,000 per year towards capital debt (total of \$2,400,000 over the life of the debt) for the RAC Expansion.
 - d. Any RAC Expansion operational income exceeding the annual goal of \$120,000 and capital expenditures/reserves will be split 50/50 between the City and RYHA until the point where the debt is fully repaid. RYHA’s share will offset RYHA’s annual contributions for the RAC Expansion. The City’s share may be used to offset annual capital debt costs for the RAC Expansion or to reduce the RAC levy. Revenue sharing will commence following the City’s recuperation of any operating deficits incurred during the initial years of operation.

- e. Enter into a contract for naming rights for the entire facility, including the current RAC, the RAC Expansion, and the anticipated turf facility. The proportionate share of the naming rights for the RAC portion of the buildings will be contributed towards the project. The City reasonably anticipates this amount to be \$1,100,000; The City will contribute the actual amount received from naming rights at the start of the project.
- f. The City will be responsible for the construction of the “Wedge” connecting the RAC Expansion and the anticipated turf facility as depicted in Exhibit A.
- g. The City will own, operate, and maintain the second ice sheet.

4. RYHA Obligations:

- a. RYHA will provide funding for the RAC Expansion beyond what the City has agreed to contribute in Section 3. RYHA will be responsible for costs above the estimated \$11 million construction costs or shortfalls in other projected revenue sources.
- b. Provide the City with:
 - i. The final Fundraising Feasibility Report prepared by Fox Advancement.
 - ii. Financial statements and projections that support RYHA financial contributions as depicted in Exhibit B.
 - iii. Ongoing fundraising progress reports and contracts substantiating financial commitments and collections.
- c. Deposit an escrow with the City to pay for engineering and architectural design costs. RYHA will be responsible for the design engineering costs and agree to provide additional escrows as needed. Any unused escrow will be used for the project or returned to RYHA.
- d. A cash contribution of \$3,000,000 (less the escrowed amount) is due upon awarding the construction contract. Annual contributions of \$300,000 for 20 years will be due by December 31st of each year after contract acceptance.

5. RAC Expansion:

- a. The City and RYHA will form a committee to steer design activities and will jointly fund the feasibility and design phases as follows:
 - i. The RAC Expansion will be designed to a standard to match or exceed the operational efficiency and lifespan of the original building.
 - ii. RYHA will furnish the City with a roster of fundamental design requirements before soliciting engineering design firms. This list will be presented as Exhibit C. The City will review these requirements but ultimately reserves the right to determine their inclusion.
 - iii. RYHA will provide the City with the design cost through the design development phase.
 - iv. At the end of the design development phase the estimated project cost will be submitted to each party for review and approval. The City will make the determination, in its sole discretion, whether to proceed.
- b. The City will retain and contract with all consultants and contractors for the RAC Expansion, including but not limited to architects, engineers, construction manager, and construction contractor(s), in accordance with the requirements of the Minnesota Uniform Municipal Contracting Law, Minn. Stat. Â§ 471.345. The City and RYHA will have equal access and rights to any of the contracted consultant design information and/or data.

6. Miscellaneous

- a. The City will make every effort to design the anticipated turf facility to exist in unison with the RAC Expansion, including parking for the second sheet of ice.
- b. The City anticipates having the turf facility under construction by the end of 2024, and design development for the RAC Expansion must also be completed by this time.
- c. The City and RYHA will determine policies, fees, and scheduling during the times assigned to each of them under a separate agreement. The City anticipates the agreement to be consistent with the current ice allocation policy.

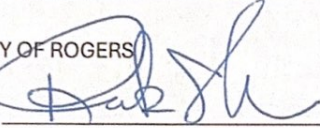
IN WITNESS WHEREOF, the parties have executed this Term Sheet as of the date first set forth above.

ROGERS YOUTH HOCKEY ASSOCIATION

By: 

Its: President

CITY OF ROGERS

By: 

Its: Mayor

EXHIBIT A

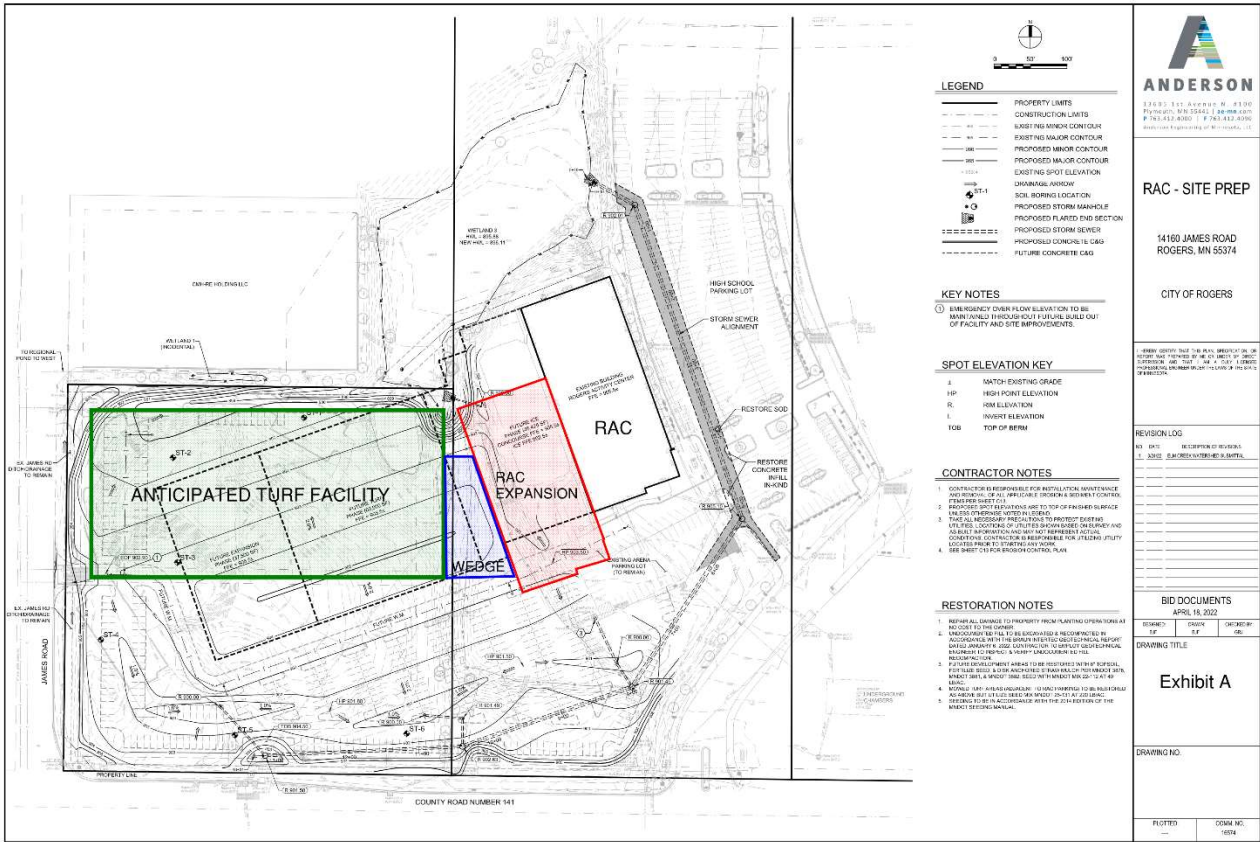


EXHIBIT B

City of Rogers RAC Second Sheet of Ice

	4% Interest Rate	5% Interest Rate	6% Interest Rate
Inputs			
Total Project Costs*			
Estimated Year of Build	2025	2025	2025
Annual Inflation Rate	5%	5%	5%
Estimated Cost	11,000,000	11,000,000	11,000,000
Financing Costs			
Bonding Amount	5,950,000	5,950,000	5,950,000
Bond Term	20	20	20
Financing Costs	2%	2%	2%
Interest Rate	4%	5%	6%
Annual Payment	446,568	486,992	529,123
Estimated Project Costs			
Construction Costs (Inflated)	11,550,000	11,550,000	11,550,000
Interest and Financing Costs	2,981,353	3,789,845	4,632,462
Total Estimated Project Costs	14,531,353	15,339,845	16,182,462
Projected Revenue Sources			
City Funding			
Ice Plant	1,500,000	1,500,000	1,500,000
Naming Rights	1,100,000	1,100,000	1,100,000
Operating Income (\$120,000/year)*	2,400,000	2,400,000	2,400,000
Rogers Youth Hockey Association			
Capital Contribution/Down Payment	3,000,000	3,000,000	3,000,000
Annual Contributions (20 Years @ \$300,000/yr)	6,000,000	6,000,000	6,000,000
Other Sources			
Hennepin County Youth Sports Equipment Grant	300,000	300,000	300,000
Total Projected Revenue Sources	14,300,000	14,300,000	14,300,000
Funding Gap - Total	231,353	1,039,845	1,882,462
Funding Gap - Annual	11,568	51,992	94,123
Cash on Hand Required to Fill Gap	154,126	635,234	1,058,416

* Project costs include architects, engineers, construction managers, construction contractors, etc.

Exhibit C

RYHA RAC Expansion Fundamental Design Requirements

- 4 locker rooms to be used for the RAC Expansion
- Off-ice/dryland space for RYHA for training, shooting and drills
- Seating for 200-300 people
- Possible inclusion of locker rooms for ISD 728

Memorandum of Agreement

1. Purpose of Agreement

1.1 Background and Objectives

Parties involved in this Memorandum of Agreement (MOA), namely City of Rogers (City), a Minnesota municipal corporation and Rogers Youth Hockey Association, Incorporated (RYHA), a non-profit corporation, recognize their shared interests and objectives. The primary purpose of this MOA is to formalize and delineate their collaboration in the development of an expansion to the current TruStone Center, formerly the Rogers Activity Center (RAC), and construct a second sheet of ice ("Rink Expansion"). By entering into this MOA, both parties aim to achieve common goals and objectives in a mutually beneficial manner.

1.2 Scope of Collaboration

The scope of collaboration outlined in this MOA includes but is not limited to:

- The City and RHYA have established a positive relationship. The City constructed the RAC in 2006 for \$6 million in construction costs. RYHA provided the City with a 20-year commitment at \$65,000 per year, for a total contribution of \$1.3 million. RYHA finished their commitment early.
- The City has taken steps to prepare for the Rink Expansion. The current TruStone Center land was purchased for \$1.3 million, land for the anticipated Rink Expansion and turf facility was purchased for \$1.375 million, site preparation was completed for \$1.8 million, and the City will provide and maintain parking for the Rink Expansion.
- The City and RYHA agree there is a need for the Rink Expansion. The City's short-term financial plan does not contemplate this expansion; therefore, the City has limited resources to dedicate to the project.
- A preliminary financial analysis for the project has been prepared and defined in Exhibit B. The financial analysis is based on several estimates, including the most recent anticipated project cost provided by RJM Construction, contributions from other organizations, and financing assumptions. Given the City's limited resources available for this project, it is expected that RYHA will be responsible for funding any variances that result from refining Exhibit B assumptions or upon receipt of bids.

2. Term of MOA

2.1 Commencement and Duration

This MOA shall become effective on October 15, 2025, and shall remain in full force and effect for approximately 20 years until December 31, 2045, unless terminated earlier as provided for in this MOA.

2.2 Renewal Option

Upon expiration of the initial term, the parties may agree, in writing, to renew this MOA for additional periods, subject to renegotiation of terms and conditions.

3. Responsibilities and Obligations

3.1 City's Responsibilities

The City agrees to undertake the following responsibilities and obligations:

- Provide the prepared land next to the existing ice arena to construct the Rink Expansion.
- Fund up to \$2,000,000 for an ice plant to service both ice sheets. The City will provide this funding in conjunction with contracting for the ice plant.
- Continue the current RAC levy at \$475,000 per year for the life of the bond, or as long as necessary, allowing the City to contribute \$120,000 per year towards capital debt for a total of \$2,400,000 over the life of the debt for the Rink Expansion.
- Enter into a contract for naming rights for the entire facility (TruStone Center), including the current TruStone Center Rink 1, the Rink Expansion, and the HealthPartners Fieldhouse. The City reasonably anticipates this amount to be \$3,183,000. The City will apply the actual amount received from naming rights in installments to the annual debt payments for the Rink Expansion.
- The City will be responsible for the construction of the corridor connecting the Rink Expansion and the HealthPartners Fieldhouse as depicted in Exhibit A for an estimated cost of \$313,000 which will be funded from Park Dedication. The City will provide funding of up to an additional \$1,800,000 from Park Dedication funds depending on the financing interest rate on the debt for the Rink Expansion.
- The City will own, operate, and maintain the Rink Expansion.

3.2 RYHA's Responsibilities

RYHA agrees to undertake the following responsibilities and obligations:

- RYHA will provide funding for the Rink Expansion beyond what the City has agreed to contribute in Section 3.1. RYHA will be responsible for costs above the most recent anticipated project cost provided by RJM Construction or shortfalls in other projected revenue sources directly or by extending the annual contributions described below.
- A cash contribution of \$2,000,000 (less the escrowed amount) shall be due and paid to the City upon awarding the construction contract. Annual contributions of \$500,000 for 20 years will be due by December 31st of each year after contract acceptance.
- Continue to provide the City with financial information as requested.
- RYHA has been responsible for the design engineering costs and agreed to provide additional escrows as needed. Any unused escrow will be used for the project or returned to RYHA.

3.3 Joint Responsibilities

Both parties acknowledge and agree to collaborate on certain tasks and activities outlined in this MOA. Joint responsibilities may include:

- A committee was formed to steer design activities and will jointly fund the feasibility and design phases as follows:
 - The Rink Expansion will be designed to a standard to match or exceed the operational efficiency and lifespan of the original building.
 - RYHA furnished the City with a roster of fundamental design requirements. The City will consider these requirements but ultimately reserves the right to determine their inclusion.
 - RYHA will provide the City with the design cost through the design development phase as described above.
 - At the end of the design development phase the estimated project cost was submitted to each party for review and approval. The City made the determination, in its sole discretion, to proceed with construction of the Rink Expansion under the terms of this MOA.
- The City will retain and contract with all consultants and contractors for the Rink Expansion, including but not limited to architects, engineers, construction manager, and construction contractor(s), in accordance with the requirements of the Minnesota Uniform Municipal Contract Law, Minn. Stat. Â§ 471.345. The City and RYHA will have

equal access and rights to any of the contracted consultant design information and/or data.

4.1 Rink Expansion Budget Allocation

Both parties shall endeavor in good faith to timely agree on a mutually acceptable budget for expenses related to construction of the Rink Expansion. Any deviations from the budget shall be subject to prior approval by both parties.

5. Confidentiality and Intellectual Property

5.1 Confidential Information

Both parties agree to maintain the confidentiality of any proprietary or sensitive information disclosed during this agreement. This includes but is not limited to trade secrets, business plans, and client information.

5.2 Intellectual Property Rights

Any intellectual property developed or created as a result of collaboration under this MOA shall be jointly owned by **the City** and **RYHA** unless otherwise agreed upon in writing.

6. Termination and Dispute Resolution

6.1 Termination Clause

This MOA may be terminated by either party upon 30 days written notice in case of a material breach or for any other reason as mutually agreed upon by both parties.

6.2 Dispute Resolution

Any disputes arising out of or in connection with this MOA shall be resolved first through mediation, and if unresolved, through binding arbitration under the rules of the Uniform Arbitration Act and the American Arbitration Association or litigation in a court of competent jurisdiction.

7. Governing Law and Jurisdiction

7.1 Applicable Law

This agreement shall be governed by and construed under the laws of the State of Minnesota, without regard to its conflict of laws provisions.

7.2 Jurisdiction

Any legal actions or proceedings arising out of or related to this MOA shall be brought exclusively in the courts of the State of Minnesota, to which both parties hereby submit to the jurisdiction and venue thereof.

8. Miscellaneous

8.1 Entire Agreement

This MOA constitutes the entire agreement between the parties and supersedes any prior agreements or understandings, whether written or oral, relating to the subject matter herein.

8.2 Amendment and Modification

Any amendments or modifications to this MOA must be made in writing and signed by both parties.

8.3 Severability

If any provision of this MOA is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

8.4 Notice

Any notices or communications required or permitted under this MOA shall be sent to the respective parties in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Agreement as of the date first above written.

City of Rogers

Shannon Klick, Mayor

City Clerk

Rogers Youth Hockey Association

President, RYHA

Exhibit A

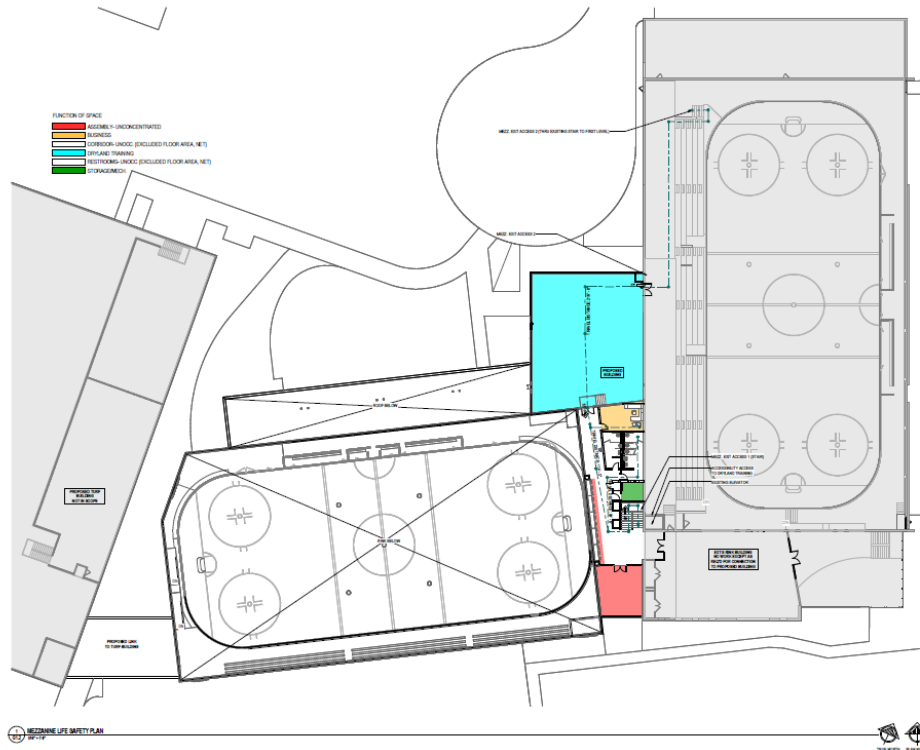
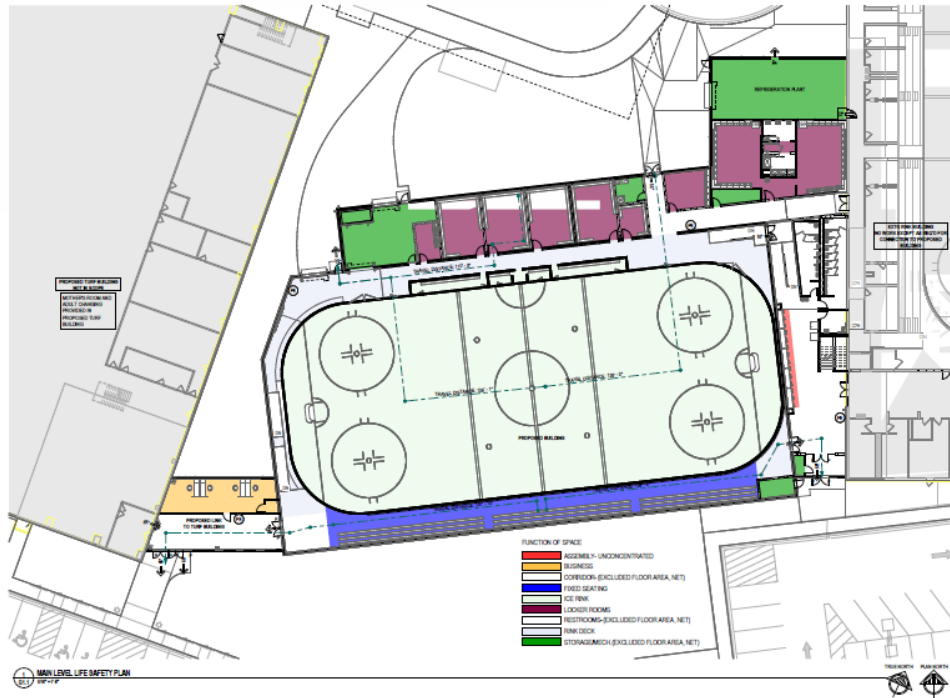


Exhibit B

City of Rogers RAC Second Sheet of Ice RJM Construction			
	3.5% Interest Rate	4% Interest Rate	4.5% Interest Rate
Inputs			
Total Project Costs*			
Estimated Year of Build	2026	2026	2026
Estimated Cost	16,647,255	16,647,255	16,647,255
Financing Costs			
Bonding Amount	11,135,139	10,647,754	10,191,463
Bond Term	20	20	20
Financing Costs	2%	2%	2%
Interest Rate	3.5%	4.0%	4.5%
Annual Payment	799,150	799,150	799,150
Estimated Project Costs			
Construction Costs (Inflated)	16,647,255	16,647,255	16,647,255
Interest and Financing Costs	4,847,861	5,335,246	5,791,537
Total Estimated Project Costs	21,495,116	21,982,501	22,438,792
Projected Revenue Sources			
City Funding**			
Ice Plant	2,000,000	2,000,000	2,000,000
Park Dedication	898,985	1,386,370	1,842,661
Park Dedication - Fieldhouse/Ice Connection	313,131	313,131	313,131
Naming Rights	3,183,000	3,183,000	3,183,000
Operating Income (\$120,000/year)*	2,400,000	2,400,000	2,400,000
Tower and Billboard Fund	-	-	-
Rogers Youth Hockey Association			
Capital Contribution/Down Payment	2,000,000	2,000,000	2,000,000
Annual Contributions (20 Years @ \$500,000/yr)	10,000,000	10,000,000	10,000,000
Other Sources			
Booster Club (20 Years @ \$20,000/yr)	400,000	400,000	400,000
Hennepin County Youth Sports Equipment Grant*	300,000	300,000	300,000
ISD 728	-	-	-
Total Projected Revenue Sources	21,495,116	21,982,501	22,438,792
Funding Gap - Total	(0)	(0)	(0)
Funding Gap - Annual	(0)	(0)	(0)
Cash on Hand Required to Fill Gap	(0)	(0)	(0)

* Project costs include architects, engineers, construction managers, construction contractors, etc.

**The City of Rogers is also providing land, site preparation, and a parking lot, which is not included in the above costs. The total of these costs are \$2,971,000.

Exhibit C

RYHA Rink Expansion Fundamental Design Requirements

- 4 locker rooms to be used for the Rink Expansion
- Off-ice/dryland space for RYHA for training, shooting and drills
- Seating for 200-300 people
- Possible inclusion of locker rooms for ISD 728

DRAFT AIA® Document A133™ – 2019

Standard Form of Agreement Between Owner and Construction Manager at Risk where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the «28th» day of «April» in the year «Two Thousand Twenty-five»

(In words, indicate day, month, and year.)

BETWEEN the Owner:

(Name, legal status, address, and other information)

«City of Rogers »
«22350 South Diamond Lake Road »
«Rogers, MN 55374 »
« »

and the Construction Manager:

(Name, legal status, address, and other information)

«RJM Construction, LLC »« »
«830 Boone Avenue N. »
«Golden Valley, MN 55427 »

for the following Project:

(Name, location, and detailed description)

«Rogers Activity Center Expansion »
«21080 141st Ave N »
«Rogers, MN 55374 »
« »

The Architect:

(Name, legal status, address, and other information)

«HTG Architects »
«1010 Main Street, Suite 100 »
«Hopkins, MN 55343 »
« »

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	GENERAL PROVISIONS
3	CONSTRUCTION MANAGER'S RESPONSIBILITIES
4	OWNER'S RESPONSIBILITIES
5	COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
6	COMPENSATION FOR CONSTRUCTION PHASE SERVICES
7	COST OF THE WORK FOR CONSTRUCTION PHASE
8	DISCOUNTS, REBATES, AND REFUNDS
9	SUBCONTRACTS AND OTHER AGREEMENTS
10	ACCOUNTING RECORDS
11	PAYMENTS FOR CONSTRUCTION PHASE SERVICES
12	DISPUTE RESOLUTION
13	TERMINATION OR SUSPENSION
14	MISCELLANEOUS PROVISIONS
15	SCOPE OF THE AGREEMENT

EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT

EXHIBIT B INSURANCE AND BONDS

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

«Expansion of Rogers Activity Center with new ice arena. »

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

« »

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:

(Provide total and, if known, a line item breakdown.)

«\$15.7 Million »

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:

«Design complete December 31, 2025»

- .2 Construction commencement date:

«Spring 2026 »

- .3 Substantial Completion date or dates:

«Summer 2027 »

- .4 Other milestone dates:

« »

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

«N/A »

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

«N/A »

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

« »

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

«Doran Cote »
«City of Rogers »
«22350 South Diamond Lake Road »
«Rogers, MN 55374 »
« »

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address and other contact information.)

«N/A »

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

«TBD »« »

« »

« »

« »

« »

.2 Civil Engineer:

«Anderson Engineering of Minnesota, LLC »« »

«13605 Frist Ave N, Suite 100 »

«Plymouth, MN 55441 »

« »

.3 Other, if any:

(List any other consultants retained by the Owner, such as a Project or Program Manager.)

« »

§ 1.1.11 The Architect's representative:

(List name, address, and other contact information.)

«Tom Moorse »

«HTG Architects »

«1010 Main Street »

«Hopkins, MN 55343 »

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:

(List name, address, and other contact information.)

«Brad Barickman »

«RJM Construction, LLC »

«830 Boone Avenue North »

«Golden Valley, MN 55427 »

«Phone: 612-919-3291 »

«Email: brad.barickman@rjmconstruction.com »

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:

(List any Owner-specific requirements to be included in the staffing plan.)

« »

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:

(List any Owner-specific requirements for subcontractor procurement.)

«RFQ and Competitive Bidding »

§ 1.1.15 Other Initial Information on which this Agreement is based:

« »

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to ensure that the prime contractors and their subcontractors and suppliers provide an adequate supply of workers, equipment and materials. The Construction Manager shall manage the prime contractors to perform the Work in an expeditious and economical manner consistent with the Owner's interest. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™-2017, General Conditions of the Contract for Construction (as modified), shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201-2017 shall mean the Construction Manager. Notwithstanding any language to the contrary in this Agreement or in AIA A201 General Conditions, as modified, the Construction Manager shall not perform any of the Work with its own forces or with affiliated entities.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201-2017, which document is incorporated herein by reference. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 Deleted in its entirety.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, using AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. Subject to written disclaimer or qualification from the Owner as to accuracy, the Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval. All contracts for the Work shall be publicly bid in accordance with Minnesota Statutes, Section 471.345 and awarded by the Owner. The term "Subcontractors" used in this Agreement and in A201-2017 General Conditions shall mean the prime contractors that have bid for and been awarded contracts by the Owner, subject to assignment by Owner to Construction Manager.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

« »

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands;

adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

«\$25,000 not to exceed, assuming design is 100% complete by December 31, 2025 »

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

« »

Individual or Position

Project Executive

Project Manager

Estimator

Assistant Estimator

MEP Coordinator

Rate

\$200.00/hour

\$145.00/hour

\$130.00/hour

\$115.00/hour

\$165.00/hour

Virtual Design
Risk Manager
Quality Control

\$134.00/hour
\$193.00/hour
\$136.00/hour

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within «two» («2») months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid «sixty» («60») days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

«At the legal rate prevailing.»

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

«The Construction Manager's Fee shall be «one and five-tenths» percent (1.50 %) of the Cost of the Work. The Construction Manager's Fee shall be invoiced as a stipulated sum based on the Guaranteed Maximum Price as stated in the Guaranteed Maximum Price Amendment. »

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

«For changes in the Work, the Construction Manager's Fee shall be «one and five-tenths» percent («1.50») percent of the increases in the Cost of the Work. There shall be no decrease in the Construction Manager's fee for deductive change orders. »

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

« »

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed « » percent (« » %) of the standard rental rate paid at the place of the Project. [If Applicable: Include a schedule of equipment with agreed-upon charges on an hourly, daily, and/or monthly basis - schedule should also include a standard amount or mark-up for minor repairs, fuel oil, and grease]

§ 6.1.6 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

« »

§ 6.1.7 Other:

(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

« »

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. In addition to Construction Manager's Fee, General Conditions and Contingency, the Guaranteed Maximum Price will be determined based upon public bids for prime contracts, which awarded bids will be assigned to Construction Manager for administration pursuant to subcontract agreements to be entered into between Construction Manager and the awarded bidder, as well as the General Conditions of the Contract for Construction, A201-2017 as modified. Construction Manager will not self-perform any work under this Agreement. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

«If the actual Cost of the Work and the Construction Manager's Fee total less than the Guaranteed Maximum Price, as may be adjusted by Changes to the Work, then the savings will be returned to the owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201-2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201-2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

§ 6.4 POTENTIALLY TIME AND PRICE-IMPACTED MATERIAL.

§ 6.4.1 In the event of significant delay or price increase of material, equipment or energy occurring during the performance of the contract through no fault of Contractor or its subcontractors, the contract sum, time of completion or contract requirements shall be equitably adjusted by change order in accordance with the procedures of the contract documents. A change in price of an item of material, equipment, or energy shall be considered significant when the price of an items increases [5]% or more between the date of this Agreement and the date of installation.

§ 6.4.2 The Owner upon receipt of notice of a significant price increase, shall provide advise Contractor within twenty-four (24) hours of an authorization to proceed with purchase of the specified equipment, building material or materials along with a corresponding increase to the Contract Sum, or negotiate request amount through good faith.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

«Reimbursement rates per hours of service:

- Superintendent / General Foreman - \$140.00/hour
- Assistant Superintendent / Carpenter Foreman II - \$119.00/hour
- Carpenter Foreman - \$110.00/hour
- Lead Carpenter - \$108.00/hour
- Journeyman Carpenter \$106.00/hour
- Laborer Foreman \$100.00/hour
- General Laborer - \$98.00/hour
- Labor Apprentice - \$75.00/hour
- Operator - \$125.00/hour
- Trucking - \$102.00/hour

Rates shall be subject to May 1 annual revisions to the Bargaining Laboring Agreements.

Reimbursement rates per hours of service wherever employed in connection with the work as follows:

- Project Principal / Vice President / Risk Management - \$200.00/hour
- Project Executive/Chief Estimator - \$200.00/hour
- Sr. Project Manager / MEP - \$165.00/hour
- Project Manager / Estimator - \$145.00/hour
- Scheduler/BIM - \$134.00/hour
- Project Engineer / Estimating Engineer - \$115.00/hour
- Project Administration / Accounting - \$80.00/hour
- General Superintendent - \$155.00/hour
- Safety Director - \$160.00/hour
- Quality Control Director - \$136.00/hour
- General Foreman/Field Superintendent - \$1/hour »

Rates shall be subject to May 1 annual revisions.

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item. **If applicable: attach a schedule of equipment and associated charges**

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for insurance and bonds required by the Contract Documents.

« General Liability - \$9.00/\$1,000 Revenue. Builders Risk - \$2.50/\$1,000 Revenue »

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, related to the Work and located at the site, with the Owner's prior approval.

«Technology fee rate is « \$3.50 » per \$1000 of revenue. »

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of

ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the «1st» day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the «last» day of the «same» month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than «thirty» («30») days after the Architect receives the Application for Payment. Owner payment obligations to Construction Manager and Construction Manager payment obligation to the prime contractors shall be governed by the Municipal Prompt Payment Act, Minnesota Statutes, Section 471.425, specifically including subdivision 4a requiring the Construction Manager to pay subcontractors within 10-days of receipt of payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

«Five percent (5%) »

§ 11.1.8.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

« »

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

« Retainage shall be reduced to 2.5 percent (2.5%) upon substantial completion.

« »

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

« »

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect

will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

« »

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

« » % « »

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

« »

« »

« »

« »

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

[☐] Arbitration pursuant to Article 15 of AIA Document A201–2017

[☒] Litigation in a court of competent jurisdiction

[☐] Other: *(Specify)*

« »

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that

would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

« »

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term “profit” shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than «One Million Dollars» (\$ «1,000,000») for each occurrence and «Two Million Dollars» (\$ «2,000,000») in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than « One Million Dollars » (\$ «1,000,000 ») per accident, and « Two Million Dollars » (« \$2,000,000») in the aggregate 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.

§ 14.3.1.3 The Construction Manager 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 that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, 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.

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than «One Million Dollars» (\$ «1,000,000») each accident, « One Million Dollars » (\$ «1,000,000 ») disease/each employee, and « One Million Dollars » (\$ « 1,000,000 ») disease policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than « One Million Dollars » (\$ «2,000,000 ») per claim and «Two Million Dollars » (\$ «2,000,000 ») in the aggregate.

§ 14.3.1.6 Other Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage

RJM limits of insurance as per limits of RJM Certificate of Insurance.

Excess Umbrella Liability – Five Million Dollars (\$5,000,000)

Limits

§ 14.3.1.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

« »

§ 14.5 Other provisions:

« »

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager at Risk where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, as modified.
- .2 AIA Document A133™–2019, Exhibit A, Guaranteed Maximum Price Amendment, as modified, if executed
- .3 AIA Document A133™–2019, Exhibit B, Insurance and Bonds, as modified
- .4 AIA Document A201™–2017, General Conditions of the Contract for Construction, as modified
- .5 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

« »

- .6 Other Exhibits:
(Check all boxes that apply.)

☐ AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:
(Insert the date of the E234-2019 incorporated into this Agreement.)

« »

☐ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

- .7 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

« »

This Agreement is entered into as of the day and year first written above.

OWNER (Signature)

« »« »

(Printed name and title)

CONSTRUCTION MANAGER (Signature)

«Ted Beckman »«President »

(Printed name and title)

FOR
RE
B
A

ENERGY CODE		
2024 MINNESOTA ENERGY CODE W/ ANSHUASHRAE/IES STANDARD 90.1-2019. R-VALUE METHOD FROM TABLE 5.5-6 PROJECT LOCATION: ROUGE, MN (CLIMATE ZONE 5A) AIR LEAKAGE TEST: REQUIRED - BUILDING IS LESS THAN 50,000. THIRD PARTY TESTING OF BUILDING UTILIZING A BLOWER DOOR TEST IS REQUIRED. LEAKAGE CANNOT EXCEED 0.40 CFM/SF		
OPAQUE ELEMENT	R-VALUE REQUIREMENT FOR ASSEMBLY	INSULATION MATERIAL USED AT NEW CONSTRUCTION
ROOFS INSULATION ENTIRELY ABOVE ROOF DECK	R-30a	R-30 EXTRUDED POLYSTYRENE MIN 6" THICK
WALLS, ABOVE GRADE MASS	R-13.3d	R-13.3 INSULATED PRECAST WALL
WALLS, BELOW GRADE BELOW-GRADE WALLS	R-10d	R-10 EXTRUDED POLYSTYRENE 2" THICK
SLAB-ON-GRADE FLOORS UNHEATED SLABS	R-20 FOR 24"	R-20 EXTRUDED POLYSTYRENE 4" THICK
OPAQUE DOORS SWINING	U-0.370	U-0.370 MAX., INSULATED HOLLOW METAL
FENESTRATION FIXED	U-0.34	ALUMINUM STOREFRONT WITH THERMAL BREAK, U-0.34 MAX.
ENTRANCE DOORS	U-0.63	ALUMINUM ENTRANCE DOORS, U-0.63 MAX.

FULLING FIBRES 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 USABLE 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 18" PER OCC.

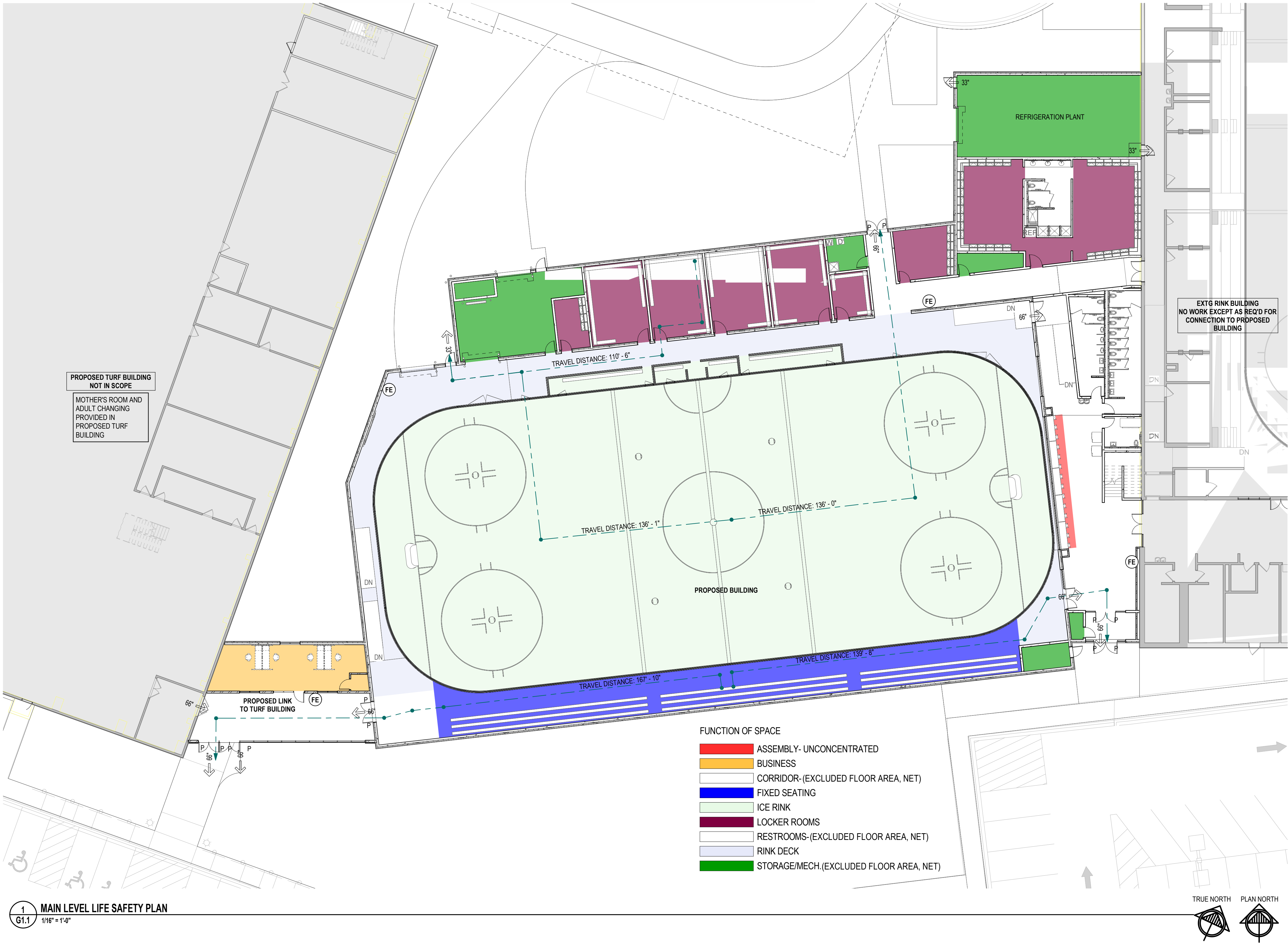
FOR LIFE SAFETY PURPOSES ALL SPACES WILL BE CALCULATED AT THEIR MAXIMUM POSSIBLE CAPACITY AS DEFINED IN THE CODE.

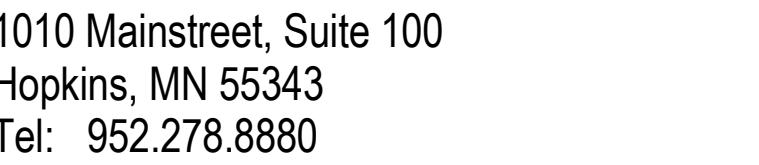
FOR LIFE SAFETY PURPOSES ALL SPACES WILL BE CALCULATED AT THEIR MAXIMUM POSSIBLE CAPACITY AS DEFINED IN THE CODE.

Room/Space	Function of Space	Load Factor	Area/LF	Occupant Load
Skating Rink	Rink	50	16,400	328.00
Deck Area	Rink Deck	15	3,434	228.93
Offices/Rental - Main Level	Business	150	671	4.47
Warm Viewing - Main Level	Assembly Unconcentrated	15	104	6.93
Resurf/Equip/Mech - Main Level	Excluded Floor Area, Net	0	2,456	0.00
Lockers/Showers - Main Level	Locker Rooms	50	4,088	81.76
Bleachers - Main Level	Assembly Fixed	18	5,832	324.00
Circulation - Main Level	Excluded Floor Area, Net	0	1,650	0.00
Warm Viewing - Upper Level	Assembly Unconcentrated	15	104	6.93
Dryland Training - Upper Level	Exercise Room	50	3,620	72.40
Meeting Room - Upper Level	Assembly Unconcentrated	15	543	36.20
Office - Upper Level	Business	150	277	1.85
Circulation - Upper Level	Excluded Floor Area, Net	0	1,065	0.00
			Total Occupants	1,089.63
			Men	544.82
			Women	544.82

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 SDR - 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	
Existing Rink	Mezzanine Area	6,428 sf	
	Occupancy	Group A-4	(Per existing drawings by others, no work proposed)
	Const. Classif.	IIA, to be reclassified as IIB	(Per existing drawings by others, no work proposed)
	Height	32'	(Per existing drawings by others, no work proposed)
	Stories	1 with mezzanine	(Per existing drawings by others, no work proposed)
Existing Turf Building	Main Level Area	38,350 sf	(Per existing drawings by others, no work proposed)
	Mezzanine Area	4,200 sf	(Per existing drawings by others, no work proposed)
	Occupancy	Group A-3	(Per existing drawings by others, no work proposed)
	Const. Classif.	IIB	(Per existing drawings by others, no work proposed)
	Height	68'-10"	(Per existing drawings by others, no work proposed)
Existing Turf Building	Stories	1 with mezzanine	(Per existing drawings by others, no work proposed)
	Main Level Area	79,663 sf	(Per existing drawings by others, no work proposed)
	Mezzanine Area	5,875 sf	(Per existing drawings by others, no work proposed)
	CHAPTER 3 - USE/OCCUPANCY CLASSIFICATION		
	Classification	303.5	Group A-4
CHAPTER 4 - SPECIAL REQUIREMENTS			
N/A	N/A	N/A	N/A
CHAPTER 5 - BUILDING HEIGHTS AND AREAS			
Height	504.3	75' allowed	32' provided (A-4, IIB - Sprinkler)
Stories	504.4	3 Stories allowed	1 story provided (A-4 - IIB - Sprinkler)
Mezzanine Area	505.2.1	1/2 of ML	Sprinkler and Emergency voice/alarm system provided
Mezzanine Openness	505.2.3	Enclosed	Allowed with 2 stairs provided 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	No hour rating as building is sprinklered
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, millwork...	
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	Provided (Group A)
System Initiation	907.2.1.1		
Emergency Voice Alarms	907.5.2.2	NFPA 72	Provided
CHAPTER 10 - MEANS OF EGRESS			
Elevation Change	1003.5	Elevation change >12"	Ramps provided throughout
Adjacent Levels for Mezz	1004.2.2	Occ. Load added to adjacent space	
Occupant Load	1004.5	1,089.63	
Fixed Seating	1004.6	1 OCC/18" seating length	
Egress Sizing -Stairways	1005.3.1	217.9266667	.2" per OCC if automatic sprinkler and emergency voice/alarm communication system
Egress Sizing - Other	1005.3.2	163.445	.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 if larger than 1,000 sf	2 exits provided
Electrical room Doors	1010.1.10	150' travel distance	door swing in direction of egress travel, with panic hardware
Exit Configuration - 2 exits	1007.1.1	Panic Hardware/Device	equipment over or under 1,000 volts?
Exit Configuration - 3+ exits	1007.1.2	1/3 of overall diagonal length for at least 2 exits	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	1009.1	1 accessible exit from mezz	exception 1 includes stair, elevator or lift
Elevators	1009.2.1	not required	required only if 4 or more stories
Exit Access Stairways	1009.3.1	permitted	from mezzanine as accessible means of egress
Stairway Width	1009.3.2	48" btn handrails	Not required (Exception 1 - Sprinklered Bldg)
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 Construction	1020.1	Not required to be rated	Occ A - with sprinkler = 0 hour rating
Corridor Width	1020.2	Min 44" or 1005.3.2	includes ramp width
Interior Exit Stairways and Ramps	1023	Not required to be enclosed	at floor levels within a single story (mezz is not a story)
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
Energy			
Fenestrations	C402.4		

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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

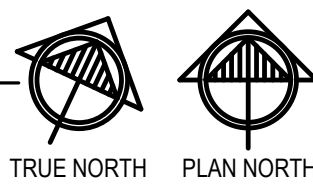
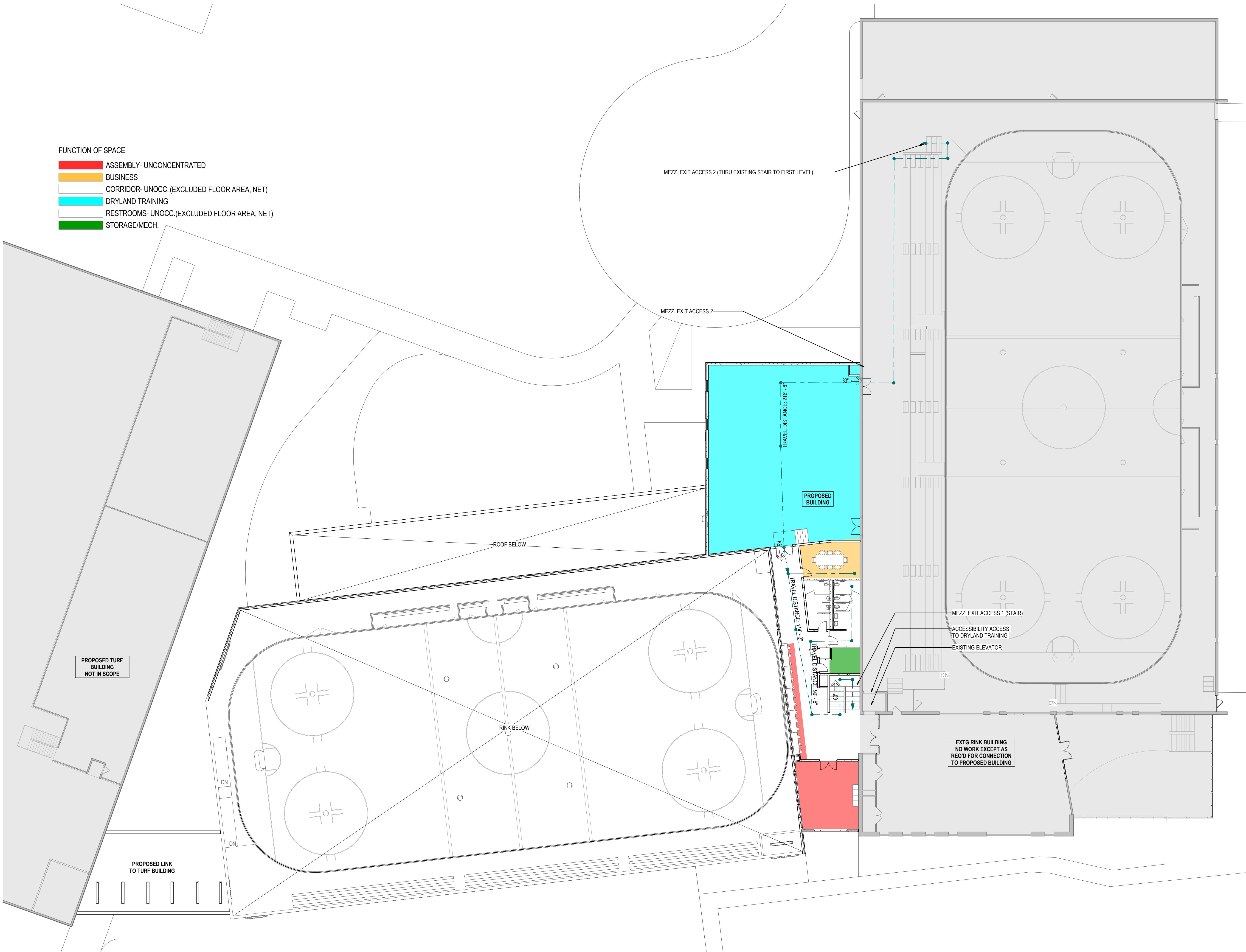
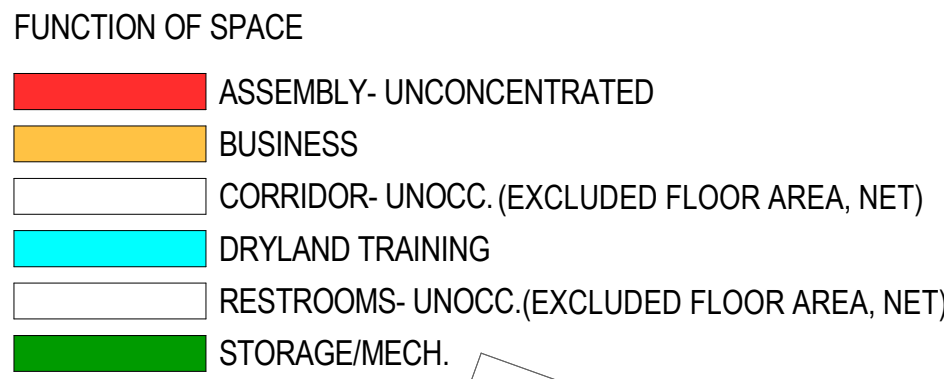
Name		
123456		
Reg No.	Date	

BUILDING CODE AND INFORMATION

Drawn By: JDA, NTO Checked By: KPP

G1.2

41164
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STAFF REPORT

ROGERS CITY COUNCIL

Meeting Date: October 14, 2025

Agenda Item: 7.2

Subject: Approval of Quote for Website/ADA and Master Services Agreement with CivicPlus

Prepared By: Jennifer Williams, Communications Coordinator

Recommended Council Action

Motion to approve and authorize execution of an agreement with CivicPlus for the City's website and ADA software tool.

Overview / Background / Analysis

In April 2024, the U.S. Department of Justice announced new rules requiring all government websites to meet WCAG 2.1 Level AA accessibility standards by April 2027. Non-compliance may result in legal action or enforcement by the DOJ. To meet the deadline, staff reviewed options and gathered quotes from CivicPlus and Granicus.

The City's website is currently hosted on Squarespace—a platform designed for small businesses and online stores, rather than local governments. While it may be visually appealing, it lacks many key tools that cities need and requires a significant amount of manual work to update and maintain ADA compliance. These limitations make it challenging to manage content, maintain accessibility, and meet federal requirements moving forward.

Staff recommends moving forward with CivicPlus as the preferred vendor. This option offers the most comprehensive and reliable path to meeting ADA requirements and will enhance the website's accessibility, functionality, and long-term sustainability.

At the time this memo was written, the IS Director had reviewed the Services Agreement with CivicPlus and Attorney Vose is currently reviewing the agreement. Staff will not act until the Attorney has completed his review.

Staff Recommendation

Motion to approve and authorize execution of an agreement with CivicPlus for the City's website and ADA software tool.

Financial Impact: \$53,887

Source Fund: General Fund Reserves

Budgeted? Yes

Supporting Documentation

- A. 2025.10.10_Website ADA Vendor Quote Comparison_AGENDA
- B. MN Rogers WCU AE 2PDHP 1UDHP 9.23.25 53887.65
- C. 2025.10_Granicus Website Quote
- D. CivicPlus Master Services Agreement - March 2023
- E. MN - Rogers - Addendum



COMMUNICATIONS | WEBSITE AND ADA COMPLIANCE

Date: October 7, 2025

Vendor Comparison

Feature / Service	CivicPlus	Granicus
Platform Type	Government-focused	Government-focused
ADA Compliance Tools	Includes AudioEye for real-time accessibility, automated scanning, and user enhancements.	Built-in editor highlights accessibility issues during content creation only—no automated scanning or end-user tools.
Liability Coverage	Full ADA compliance liability coverage	No explicit liability coverage
Integration with Current Systems	Seamlessly integrates with the city's existing CivicPlus software.	A standalone system that integrates with other software solutions but is not currently used by the city.
Content Management Features	Centralized document linking, approval workflows, and improved search/navigation	Basic CMS with limited workflow tools
Redesign Cycle	Includes a 48-month redesign to ensure the site remains current, accessible, and aligned with best practices.	No scheduled redesign or refresh included
Implementation/One-time Fee	\$53,887.65 (includes \$5,702.65 discount)	\$30,513.00
Annual Recurring Fee	\$16,293.30 + 5% yearly technology uplift (ADA/AudioEye software tool is included in the annual price at a fraction of the cost). Year two = \$17,107.96	\$28,371.00 + 7% yearly technology uplift - A comprehensive ADA software tool, such as AudioEye, would be an additional \$10,000 annually. Year two, plus the ADA software tool = \$40,356.97
Overall Assessment	Comprehensive, scalable, full liability coverage, and a government-tailored solution with built-in ADA protections.	Limited ADA functionality without the addition of a software tool, no liability, and higher long-term recurring costs.

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:**Date:****Expires On:**

Statement of Work

Q-102234-1

6/12/2025 2:48 PM

10/31/2025

Client:

City of Rogers, MN

Bill To:

ROGERS CITY, MINNESOTA

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Ryan Anderson		ryan.anderson@civicplus.com		Net 30

WebCentral - Ultimate

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	Annual - Municipal Websites Central	Annual - Municipal Websites Central	USD 3,853.00
1.00	Hosting & Security Annual Fee - Municipal Websites Central	Hosting & Security Annual Fee - Municipal Websites Central	USD 1,188.00
1.00	Guardian Security (Cloudflare WAF/CDN)	Cloudflare Tier 1 WAF/CDN security protection	USD 600.00
1.00	SSL Management CivicPlus Provided	SSL Management CivicPlus Provided: https://www.rogersmn.gov/	USD 89.00
1.00	Ultimate Implementation - Municipal Websites Central	Ultimate Implementation - Municipal Websites Central	USD 14,627.00
1.00	48 Month Redesign Ultimate Annual - Municipal Websites Central	48 Month Redesign Ultimate Annual - Municipal Websites Central	USD 3,431.00
130.00	Website Content Development - 1 Page	Content Development - 1 Page	USD 5,200.00
6.00	Website New Customer Virtual System Training - Up to 3 hours	Website Virtual System Training - Up to 3 hours & 12 attendees	USD 4,500.00
1.00	Agendas & Minutes Migration - PDF - 100 Meetings	Content Migration : Agendas & Minutes - Per 100 Meetings (Approx. 1 year)	USD 850.00
4.00	Alignment Virtual Consulting	Alignment Consulting - Virtual, up to 3 hours	USD 3,000.00

Accessibility Options

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	AudioEye Managed	AudioEye Managed: https://www.rogersmn.gov/	USD 2,500.00
1.00	CommonLook Web Simplified + Advanced Editor	Plug-in for Adobe Acrobat and Word/PowerPoint – Remediation Tool Software License	USD 1,443.30

Department Header Options - Fire, Park
Rec, Police

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
2.00	Premium Department Header Annual Fee - Municipal Websites	Premium Department Header Annual Fee: Fire and Police	USD 1,876.00
2.00	Premium Department Header Implementation - Municipal Websites	Premium Department Header Implementation	USD 9,030.00
1.00	Ultimate Department Header Annual Fee	Ultimate Department Header Annual Fee: Parks and Rec	USD 1,313.00
1.00	Ultimate Department Header Implementation	Ultimate Department Header Implementation	USD 6,090.00

Year 1 Current Incentive

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	Website Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	USD -5,702.65

Total Investment - Initial Term	USD 53,887.65
Annual Recurring Services (Subject to Uplift)	USD 16,293.30

Initial Term	24 Months, beginning at signature date. Total Investment - Initial Term refers to the first 12 months of the agreement. Annual Recurring Services (subject to Uplift) refers to the second 12 months of the agreement.
Initial Term Invoice Schedule	30% invoiced on signature date and 70% invoiced 6 months from signature date or completion of implementation, if earlier
Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date

Annual Uplift	5% to be applied in year 2
---------------	----------------------------

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"), By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.

Acceptance of Quote # Q-102234-1

The undersigned has read and agrees to the Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

CivicPlus

By (please sign):

By (please sign):

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)

Granicus Proposal for Rogers, MN

ORDER DETAILS

Prepared By: Brett Daughtry
Phone:
Email: brett.daughtry@granicus.com
Order #: Q-477615
Prepared On: 25 Aug 2025
Expires On: 12 Oct 2025

ORDER TERMS

Currency: USD
Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Period of Performance: The term of the Agreement will commence on the date this document is signed and will continue for 36 months.

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
Government Experience Service Cloud Essentials - Set-up, Config, and Training	Milestones - 40/30/30	1 Each	\$4,263.00
Web Experience - Enhanced Package	Milestones - 40/30/30	1 Each	\$26,250.00
SUBTOTAL:			\$30,513.00

New Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Government Experience Service Cloud Essentials (Up to 10000 Unique Contacts)	Annual	1 Each	\$28,371.00
SUBTOTAL:			\$28,371.00

CREDITS AVAILABLE

The number of Credits acquired due to the above purchase items:

Available Service Credits	
Total Services Catalog Credits:	25

FUTURE YEAR PRICING

Solution(s)	Period of Performance	
	Year 2	Year 3
Government Experience Service Cloud Essentials <i>(Up to 10000 Unique Contacts)</i>	\$30,356.97	\$32,481.96
SUBTOTAL:	\$30,356.97	\$32,481.96
Total Services Catalog Credits:	25	25

PRODUCT UPDATES

FOR INFORMATION ON RECENT AND UPCOMING PRODUCT ENHANCEMENTS ACROSS THE GRANICUS PORTFOLIO, PLEASE REFER TO THE SEMIANNUAL UPDATE INFORMATION ON THIS WEBPAGE:
: [HTTPS://GRANICUS.COM/SEMIANNUAL-UPDATES/](https://granicus.com/semiannual-updates/)

PRODUCT DESCRIPTIONS

Solution	Description
Government Experience Service Cloud Essentials	The annual subscription edition is an outcome-focused solution that increases online self-service, reduces calls, and drives more clicks to help constituents do business with you. Solution includes: • Strategic Capabilities - o Designated Experience Partner - o Extended LMS Training On-demand - o Access to Services Catalog - o Biannual CX Program Brief to Review Insights & Recommendations - o Online Help Articles and Access to govCommunity • Data Insights - o Community Satisfaction and Performance Monitoring - o Government Effectiveness Score - o Digital Experience Score - o Quality of Life Surveys - o In-app Reporting and Dashboards • Connected Technology - o Service Web Portal - o Forms and Workflows (up to 50) ▪ Capabilities include: (1) Drag and drop form builder, (2) display logic, calculations, and payments, (3) insights dashboard and form analytics, (4) unlimited responses and ability 'to save and return', (5) data connections and API access, and (6) up to 10GB file uploads and 1,000 web API calls per hour - o Outbound Communications ▪ Outreach mediums include unlimited email, up to 100k SMS/text messages, RSS feeds, and social media integration to connect with target

Solution	Description
	audiences. - o Ongoing security updates - o Ongoing product updates and enhancements - o Product accessibility maintained perpetually - o 99.9% up-time guarantee - o Technical Support Reporting (biannual) - o Escalation & Care Process - o Support Coverage & Response Time SLAs ▪ Severity Level 1: System unavailable – 1 hour ▪ Severity Level 2: Major system features unavailable, no user workaround – 4 hours ▪ Severity Level 3: Major system features unavailable, user workaround available – 12 hours ▪ Severity Level 4: Transactional issue, user workaround available - 24 hours A "Unique Contact" is an individual that provides either an email address, phone number, or both. Additional fees for exceeding contracted Unique Contact tier will automatically be applied in arrears and adjusted for go-forward use at subscription renewal. Overages above 1M unique contacts are billed in increments of 100,000 Unique Contacts. * SMS/text messages only available for US and UK customers.
Government Experience Service Cloud Essentials - Set-up, Config, and Training	The Service Cloud Essentials edition offers a user-centered solution built on industry best practices and proven pre-configured layouts that enhance the user experience through an established configuration and UX process. This implementation is ideal for organizations with smaller teams seeking a balanced blend of strategic capabilities, data insights, and government-specific technology, particularly those that may not have the resources for a more complex implementation process. This solution includes: • Stakeholder Kickoff and GXC Project Alignment • Program Management - Weekly / bi-weekly communication • Up to three (3) Email message templates • Development/Implementation/component configuration, including: • Forms and workflow • Community satisfaction and performance monitoring

Solution	Description
	• Email and SMS communications • Remote Training – Specific training agenda is flexible and includes up to 15 hours total delivered and up to 3-hour sessions across non-consecutive sessions • Recommended schedule by platform module: • Forms and workflow: Two (2) hours total – Up to 25 people • Customer satisfaction & performance monitoring: Ninety (90) minutes total – Up to ten (10) people • Email and SMS communications: Ninety (90) minutes total – Up to (10) people <i>*International numbers are not supported. SMS/text messages not used in the period of performance will not carry over to the following year. Client must have explicit opt-in for all destinations sent to and adhere to all CTIA guidelines for the duration of its use. Wireless phone numbers can take 4-26 weeks to procure due to carrier provisioning. Carriers may enforce blackout period(s) and can enforce restrictions at any time during which they will not accept new applications and can delay provisioning or halt sending. Failure of carrier response will not result in any adjustment and failure to comply with regulations may result in suspension of phone number.</i>
Web Experience - Enhanced Package	The Enhanced package provides a citizen-focused website with a robust UX process. This package utilizes standard CMS functionality to create a modular homepage layout. It is recommended for organizations that have a small/medium website implementation team with the capacity to engage in a design process to feature their existing branding using proven design patterns for digital transformation. This package includes: • Professional Project Management • Weekly / bi-weekly communication • Basic UX Consultation, which may include one (1) or more of the following based on consultation with client: • One (1) site analytics report based on Google Analytics • One (1) homepage heatmap analytics visualization • One (1) internal stakeholder survey • One (1) Community survey export • One (1) modular homepage wireframe based on predefined building blocks • Information Architecture (IA) best practices review

Solution	Description
	• One (1) Content Rationalization Package (basic) • Best practices review, one (1) hour session • Site scrape loaded into AIM framework document • One (1) Visual Design Package • One (1) homepage design concept • Interior page sample • Mobile version sample • Up to three (3) rounds of design revisions • Up to two (2) CX features • choose from Granicus library • Development/CMS Implementation • Content Migration - up to one hundred (100) pages • QA & Accessibility Report • Remote Training • Delivered in three (3) non-consecutive sessions eight (8) hours total • Up to ten (10) people

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at <https://granicus.com/legal/licensing>, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-477615 dated 25 Aug 2025 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Rogers, MN to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- Billing Frequency Notes (Milestones - 40/30/30): An initial payment equal to 40% of the total; a payment equal to 30% of the total upon homepage design approval, and; a payment equal to 30% of the total upon go-live.
- Client will be invoiced for use of any product or service measured or capped by volume or amount of usage that exceeds the permitted amount set forth in this Quote at the same cost or rate set forth herein.

For All Services Credits (including Service Catalog Credits and SimpleSupport):

Credits must be purchased prior to use and are allocated towards any services performed by Granicus included in the Service Credit portfolio for the number of credits indicated therein. Credits cannot be used towards software subscription purchases. Credits are consumed as Services are performed during the applicable period of performance and must be used during that period of performance or they will expire. If Client fails to use the credits within the period of performance due to factors outside of Granicus' control, Granicus will not be obligated to refund any credits and will be under no obligation to perform the Services.

BILLING INFORMATION

Billing Contact:		Purchase Order Required?	☐ - No ☐ - Yes
Billing Address:		PO Number: <i>If PO required</i>	
Billing Email:		Billing Phone:	

If submitting a Purchase Order, please include the following language:

The pricing, terms, and conditions of quote Q-477615 dated 25 Aug 2025 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Rogers, MN	
Signature:	
Name:	
Title:	
Date:	

CivicPlus Master Services Agreement

This Master Services Agreement (this “Agreement”) governs all Statements of Work (“SOW”) entered into by and between CivicPlus, LLC (“CivicPlus”) and the customer entity identified on the SOW (“Customer”). This Agreement governs the use and provision of any Services purchased by Customer, as described in any signed SOW, and the effective date of this Agreement shall commence on the date of signature of the SOW (“Effective Date”). If a SOW has not been executed, then the Effective Date shall be determined as the start date of implementation of any software solution by CivicPlus for Customer. CivicPlus and Customer referred to herein individually as “Party” and jointly as “Parties”.

Recitals

I. WHEREAS, CivicPlus is engaged in the business of developing and providing access to proprietary community engagement and government content, workflow, and general management software solutions, platforms and associated services (the “Services”); and

II. WHEREAS, Customer wishes to engage CivicPlus for the procurement of the Services and/or receive a license subscription for the ongoing use of the Services, as set forth in the SOW;

NOW, THEREFORE, Customer and CivicPlus agree as follows:

Agreement

Term & Termination

1. This Agreement shall commence on the Effective Date and shall remain in full force and effect for as long as any SOW is in effect between CivicPlus and Customer, or Services are being provided by CivicPlus to Customer, unless terminated in accordance with this §1 or as otherwise provided in this Agreement (the “Term”). Either Party may terminate this Agreement or any SOW as set forth in such SOW, or at its discretion, effective immediately upon written notice to the other Party, if the other Party materially breaches any provision of this Agreement and does not substantially cure the breach within thirty (30) days after receiving notice of such breach. A delinquent Customer account remaining past due for longer than 90 days is a material breach by Customer and is grounds for CivicPlus termination. CivicPlus reserves the right to withhold, remove and/or discard Customer Data without notice for any breach, including, without limitation, Customer’s non-payment. Upon termination for Customer’s breach, Customer’s right to access or use Customer Data immediately ceases, and CivicPlus shall have no obligation to maintain or forward any Customer Data.

2. Upon termination of this Agreement or any SOW for any reason, (a) the licenses granted for such relevant SOW by §11 below will terminate and Customer shall cease all use of the CivicPlus Property and Services associated with the terminated SOW and (b) any amounts owed to CivicPlus for work performed prior to termination shall immediately become due in full and payable. If Customer has paid in advance for the Services, and this Agreement terminates due to material breach of this Agreement by CivicPlus, CivicPlus shall refund Customer a prorated amount of any amount already paid. Upon termination by Customer for convenience or due to material breach by Customer, in addition to any remedy

provided in this Agreement or provided in law or equity, CivicPlus shall be entitled to retain any amounts already paid. Sections 7, 8, 10, 14, 15, 18, 32 -34, 40, and 42 will survive any expiration or termination of this Agreement.

3. At any time during the Term, CivicPlus may, immediately upon notice to Customer, suspend Customer and any of its Users access to any Service due to a threat to the technical security or technical integrity of the Services.

Invoicing & Payment Terms

4. Customer will pay the amounts owed to CivicPlus for the development and implementation of the Customer's Services, as defined in the SOW ("Project Development"), subscription and licensing, and annual hosting, support and maintenance services ("Annual Recurring Services") in accordance with the payment schedule set forth on the applicable SOW. Invoices shall be sent electronically to the individual/entity designated in the SOW's contact sheet that is required to be filled out and submitted by Customer (the "Contact Sheet"). Customer shall provide accurate, current and complete information of Customer's legal business name, address, email address, and phone number in the Contact Sheet upon submission of a signed SOW. Customer will maintain and promptly update the Contact Sheet information if it should change. Upon Customer's request, CivicPlus will mail hard-copy invoices for a \$5.00 convenience fee to be added to the mailed invoice.

5. Each SOW will state the amount of days from date of invoice payment is due. Unless otherwise limited by law, a finance charge of 1.5 percent (%) per month or the maximum rate permitted by applicable law, whichever is less, will be added to past due accounts from due date until paid. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s). If the Customer's account exceeds 60 days past due, support will be discontinued until the Customer's account is made current. If the Customer's account exceeds 90 days past due, CivicPlus may suspend in progress Project Development and Annual Recurring Services will be discontinued, and the Customer will no longer have access to the Services until the Customer's account is made current. Customer will be given 15 days' notice prior to discontinuation of Services for non-payment.

6. During the performance of Project Development, if Customer requests a change that requires repeated efforts to previously approved work product and such change causes CivicPlus to incur additional expenses (i.e. airline change fees, resource hours, consultant fees, Customer does not show up for scheduled meetings or trainings), Customer agrees to reimburse CivicPlus for such additional expenses. CivicPlus shall notify Customer prior to incurring such expenses and shall only incur those expenses which are approved by Customer.

Ownership & Content Responsibility

7. Upon full and complete payment of amounts owed for Project Development under the applicable SOW, Customer will own any website graphic designs, Services content, module content, importable/exportable data, and archived information ("Customer Content") created by CivicPlus on behalf of Customer pursuant to this Agreement. "Customer Content" also includes, without limitation, any elements of text, graphics, images, photos, audio, video, designs, artworks, logos, trademarks, services marks, and other materials or content which Customer provides to CivicPlus for processing, transmission, storage, or inputs into any website, software or module in connection with any Services. Customer Content excludes any content in the public domain and any content owned or licensed by CivicPlus, whether in connection with providing Services or otherwise.

8. Upon completion of the Project Development, Customer will take over the management and control of the Services and Customer will assume full responsibility for Customer Content maintenance and administration. Customer, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and

intellectual property ownership or right to use of all Customer Content. Customer hereby grants CivicPlus a worldwide, non-exclusive right and license to reproduce, distribute and display the Customer Content as necessary to provide the Services. Customer represents and warrants that Customer owns all Customer Content or that Customer has permission from the rightful owner to use each of the elements of Customer Content and that Customer has all rights necessary for CivicPlus to use the Customer Content in connection with providing the Services. Customer agrees that CivicPlus shall not be responsible or liable for the content of messages created by Customer or by Customer's Users or end-users who access Service. Notwithstanding the foregoing, CivicPlus retains the right, but not the obligation, to remove any Customer Content that is libelous, harassing, abusive, fraudulent, defamatory, excessively profane, obscene, abusive, hate related, violent, harmful to minors, that advocates racial or ethnic intolerance, intended to advocate or advance computer hacking or cracking, or other material, products or services that violate or encourage conduct that would violate any laws or third-party rights.

9. At any time during the term of the applicable SOW, Customer will have the ability to download the Customer Content and export the data that is processed through the Services ("Customer Data"). Customer may request CivicPlus to perform the export of Customer Data and provide the Customer Data to Customer in a commonly used format, at any time, for a fee to be quoted at time of request and approved by Customer. Upon termination of the applicable SOW for any reason, whether or not Customer has retrieved or requested the Customer Data, CivicPlus reserves the right to permanently and definitively delete the Customer Content and Customer Data held in the Services thirty (30) days following termination of the applicable SOW. During the thirty (30) day period following termination of the SOW, regardless of the reason for its termination, Customer will not have access to the Services.

10. Intellectual Property in the software or other original works created by or licensed to CivicPlus, including all software source code, documents, and materials used in performing the Services ("CivicPlus Property") will remain the property of CivicPlus. CivicPlus Property specifically excludes Customer Content. Customer shall not (i) license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way, except as specifically provided in the applicable SOW; (ii) adapt, alter, modify or make derivative works based upon any CivicPlus Property; (iii) create internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus Property administrative access on any other server or wireless or internet-based device that may allow third party entities, other than Customer, to use the Services; (iv) reverse engineer, decompile, disassemble or otherwise attempt to obtain the software source code to all or any portion of the Services; (v) make any attempt to gain unauthorized access to the Services and/or any of CivicPlus' systems or networks; or (vi) access any CivicPlus Property in order to: (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions or graphics of any CivicPlus Property. The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them outside of the licenses set forth in this Agreement.

11. Provided Customer complies with the terms and conditions herein, the relevant SOW, and license restrictions set forth in §10, CivicPlus hereby grants Customer a limited, nontransferable, nonexclusive, non-assignable license to access and use the CivicPlus Property associated with any valid and effective SOW, for the term of the respective SOW. The license set forth herein, shall only apply to the extent that Customer is using the Services for legitimate business use as intended by the purpose of the Services and not for the purpose of comparing the Services to a competitor or similar product of CivicPlus. Customer hereby warrants and affirms its purpose in accessing or otherwise using the Services is for their intended purpose only and understands and agrees that any other use shall be considered fraud.

12. All CivicPlus helpful information and user's guides for the Services ("Documentation") are maintained and updated electronically by CivicPlus and can be accessed through the CivicPlus "Help Center". CivicPlus does not provide paper copies of its Documentation. Customer and its Users are granted a limited license to access Documentation as needed. Customer shall not copy, download, distribute, or make derivatives of the Documentation.

13. Customer acknowledges that CivicPlus may continually develop, alter, deliver, and provide to the Customer ongoing

innovation to the Services, in the form of new features and functionalities. CivicPlus reserves the right to modify the Services from time to time. Any modifications or improvements to the Services listed on the SOW will be provided to the Customer at no additional charge. In the event that CivicPlus creates new products or significant enhancements to the Services (“New Services”), and Customer desires these New Services, then Customer will have to pay CivicPlus the appropriate fee for the access to and use of the New Services. CivicPlus shall use its reasonable best efforts to provide workarounds in the event any modification to the Services causes Customer to lose substantial functionality of the Services.

14. CivicPlus in its sole discretion, may utilize all comments and suggestions, whether written or oral, furnished by Customer to CivicPlus in connection with its access to and use of the Services (all reports, comments and suggestions provided by Customer hereunder constitute, collectively, the “Feedback”). Customer hereby grants to CivicPlus a worldwide, non-exclusive, irrevocable, perpetual, royalty-free right and license to incorporate the Feedback in the CivicPlus products and services.

Indemnification

15. CivicPlus will defend at its expense or settle any third-party claim against Customer alleging that the Services provided under this Agreement infringe intellectual property rights. CivicPlus will pay infringement claim defense costs, CivicPlus–negotiated settlement amounts, and damages finally awarded by a court. CivicPlus has no obligation for any claim of infringement arising from Customer's use of the Services for purposes not contemplated by this Agreement. CivicPlus’s indemnification obligations under this Section 15 are conditioned upon the Customer (i) promptly notifying the CivicPlus of any claim in writing; (ii) cooperating with CivicPlus in the defense of the claim; and (iii) granting CivicPlus sole control of the defense or settlement of the claim. The indemnification obligations of CivicPlus herein shall not apply to any claims of intellectual property infringement related to Customer Content.

Responsibilities of the Parties

16. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier, licensor or other third-party service provider whose facilities or services are used in furnishing any portion of the Service received by the Customer.

17. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Customer or any entity employed/contracted on the Customer’s behalf. During Project Development, Customer will be responsive and cooperative with CivicPlus to ensure the Project Development is completed in a timely manner.

18. Customer agrees that it is solely responsible for the end-user’s personal data that Customer decides to solicit, collect, store, or otherwise use in connection with any Service provided by CivicPlus. Customer understands and agrees that CivicPlus provides certain solutions with increased security measures for the solicitation and storage of any sensitive data, and it is Customer’s responsibility to determine whether the data it solicits and collects should be stored in such solutions. Customer understands and agrees that CivicPlus does not have knowledge or control over what type of data Customer solicits therefore CivicPlus has no responsibility for the use or storage of end-users’ personal data in connection with the Services or the consequences of the solicitation, collection, storage, or other use by Customer or by any third party of any personal data. Customer has the sole control and responsibility over the determination of which data and information shall be included in the content that is to be transmitted and stored by CivicPlus. Customer shall not provide to CivicPlus or allow to be provided to CivicPlus any content that (a) infringes or violates any 3rd party’s intellectual property rights, rights of publicity or rights of privacy, (b) contains any defamatory material, or (c) violates any federal, state, local, or foreign laws, regulations, or statutes.

19. Customer is responsible for all activity that occurs under Customer's accounts by or on behalf of Customer. Customer agrees to (a) be solely responsible for all designated and authorized individuals chosen by Customer ("User") activity, which must be in accordance with this Agreement and the CivicPlus Terms of Use; (b) be solely responsible for Customer Data; (c) obtain and maintain during the term all necessary consents, agreements and approvals from end-users, individuals or any other third parties for all actual or intended uses of information, data or other content Customer will use in connection with the Services; (d) use commercially reasonable efforts to prevent unauthorized access to, or use of, any User's log-in information and the Services, and notify CivicPlus promptly of any known unauthorized access or use of the foregoing; (e) use commercially reasonable efforts to prevent unauthorized access to or use of the Services and CivicPlus Property and shall promptly notify CivicPlus of any unauthorized access or use of the Services and/or CivicPlus Property and any loss or theft or unauthorized use of any n User's password or username and/or personal information; and (f) use the Services only in accordance with applicable laws and regulations.

20. The Parties shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use and provision of any of the Services or CivicPlus Property.

21. CivicPlus shall not be responsible for any act or omission of any third-party vendor or service provider that Customer has selected to integrate any of its Services with.

22. Customer understands that CivicPlus must fastidiously allocate resources across all of its customers and specifically reserves necessary resources for Customer's Project Development. If any professional services, such as consulting or training, purchased by Customer are not used during the Project Development phase solely due to the inaction or unresponsiveness of Customer, then these services shall expire 30 days after completion of Project Development. The Customer may re-schedule any unused professional services during this 30-day period as mutually agreed upon by the Parties. Any professional services that have not been used or rescheduled shall be marked as complete and closed upon the expiration of the 30-day period.

Data Security

23. CivicPlus shall, at all times, comply with the terms and conditions of its [Privacy Policy](#). CivicPlus will maintain commercially reasonable administrative, physical, and technical safeguards designed to protect the security and confidentiality of Customer Data. CivicPlus will not modify Customer Data or disclose Customer Data, except (a) in order to provide the Services; (b) to prevent or address service or technical problems in connection with support matters; (c) as specifically directed or expressly permitted in writing by Customer, (d) in compliance with our [Privacy Policy](#); or (f) if compelled by law. Notwithstanding the foregoing, CivicPlus reserves the right to delete, suspend, or block known malicious accounts without Customer authorization. Customer understands that CivicPlus has no obligation to provide the Services or maintain the Customer Data, information or other material if Customer's accounts are past due and unpaid as set forth in this Agreement.

24. Customer acknowledges and agrees that CivicPlus utilizes third-party service providers to host and provide the Services and store Customer Data and the protection of such data will be in accordance with such third party's safeguards for the protection and the security and confidentiality of Customer's Data. Notwithstanding anything to the contrary, CivicPlus shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and CivicPlus will be free (during and after the term hereof) to use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other CivicPlus offerings.

25. CivicPlus may offer Customer the ability to use third-party applications in combination with the Services. Any such third-party application will be subject to acceptance by Customer. In connection with any such third-party application

agreed to by Customer, Customer acknowledges and agrees that CivicPlus may allow the third-party providers access to Customer Data as required for the interoperation of such third-party application with the Services. The use of a third-party application with the Services may also require Customer to agree to a separate agreement or terms and conditions with the provider of the third-party application, which will govern Customer's use of such third-party application.

26. In the event of a security breach due to the sole negligence, malicious actions, omissions, or misconduct of CivicPlus, CivicPlus, as the data custodian, will comply with all remediation efforts as required by applicable federal and state law.

CivicPlus Support

27. CivicPlus will use commercially reasonable efforts to perform the Services in a manner consistent with applicable industry standards, including maintaining Services availability 24 hours a day, 7 days a week with 99.9% uptime. Customer will have 24/7 access to the online CivicPlus Help Center ([civicplus.help](https://www.civicplus.help/hc/en-us/requests/new)) to review use articles, software best practices, receive maintenance release notes, as well as submit and monitor omni-channel support tickets and access solution specific support contact methods (<https://www.civicplus.help/hc/en-us/requests/new>).

28. CivicPlus provides live support engineers based in the domestic United States to respond to basic questions concerning use and configuration, to diagnose software code-related errors, and proactively identify potential systems issues. CivicPlus support engineers serve a preliminary function in the agile development process and escalate defects to software developers or architects for remediation. For security purposes, CivicPlus support engineers are not permitted to modify user accounts, and permissions nor distribute access outside of accounts established by means of a support interaction for testing. Customer delegated Users may receive tutorials and guidance on account modifications but will perform the action themselves.

29. CivicPlus support hours span between the hours of 7 am to 7 pm CST, but may vary by product. Customer may access the CivicPlus Help Center ([civicplus.help](https://www.civicplus.help)) to obtain each product's support hours. After hours support is available by toll-free phone call only. Non-emergency support requested outside of support hours will be subject to additional fees, such fees will be quoted to Customer at the time of the request and will be subject to Customer acceptance and invoiced the next business day following the non-emergency support. CivicPlus shall have the sole discretion to determine in good faith whether support requests qualify as an emergency, exceed reasonable use or are outside the scope of services outlined in any SOW.

30. If a reported problem cannot be solved during the first support interaction, Customer will be provided a ticket number that will be used as communication method throughout ticket escalation until a solution is provided. Support service does not include support for errors caused by third party products or applications for which CivicPlus is not responsible.

Marketing

31. Customer hereby authorizes CivicPlus to include CivicPlus's name and logo inconspicuously within the Customer's instance of the Services. Customer may publicly refer to itself as a customer of the CivicPlus Services, including on Customer's website and in sales presentations. Notwithstanding the foregoing, each Party hereby grants the other a limited, worldwide, license to use the other's logo in conformance with such Party's trademark usage guidelines and solely for the purposes of providing the Services. In no event will either Party issue a press release publicly announcing this relationship without the approval of the other Party, such approval not to be unreasonably withheld.

Limitation of Liability

32. CivicPlus' liability arising out of or related to this Agreement, or any associated SOW, will not exceed the amounts paid by Customer for the Annual Recurring Services in the year prior to such claim of liability.

33. In no event will CivicPlus be liable to Customer for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Agreement.

34. The liabilities limited by Section 32 and 33 apply: (a) to liability for negligence; (b) regardless of the form of action, whether in contract, tort, strict product liability, or otherwise; (c) even if Customer is advised in advance of the possibility of the damages in question and even if such damages were foreseeable; and (d) even if Customer's remedies fail of their essential purposes. If applicable law limits the application of the provisions of this Limitation of Liability section, CivicPlus' liability will be limited to the maximum extent permissible.

Warranties and Disclaimer

35. Each person signing the SOW, or otherwise agreeing to the terms of this Agreement, represents and warrants that he or she is duly authorized and has legal capacity to execute and bind the respective Party to the terms and conditions of the SOW and this Agreement. Each Party represents and warrants to the other that the execution and delivery of the SOW and the performance of such Party's obligations thereunder have been duly authorized and that this Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms. Customer represents and warrants that Customer has not provided any false information to gain access to the Service and that Customer's billing information provided on the Contact Sheet is correct; and it has all necessary rights in the Customer Content to permit Customer's use of the Service and to grant the licenses contained in this Agreement without infringing the intellectual property or other rights of any third parties, violating any applicable laws, or violating the terms of any license or agreement to which it is bound.

36. CivicPlus warrants that the Services will perform substantially in accordance with documentation and marketing proposals, and free of any material defect. CivicPlus warrants to the Customer that, upon notice given to CivicPlus of any defect in design or fault or improper workmanship, CivicPlus will remedy any such defect. CivicPlus makes no warranty regarding, and will have no responsibility for, any claim arising out of: (i) a modification of the Services made by anyone other than CivicPlus, even in a situation where CivicPlus approves of such modification in writing; or (ii) use of the Services in combination with a third-party service, web hosting service, or server not authorized by CivicPlus.

37. The Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by CivicPlus or by third-party providers, or because of other causes beyond CivicPlus's reasonable control, but CivicPlus shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, SERVICE PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS AND CIVICPLUS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A PRIOR COURSE OF DEALING.

38. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY CIVICPLUS TO CUSTOMER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN

THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT.

Force Majeure

39. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, pandemic, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, internet service provider failure or delay, third party application failure, denial of service attack, or other cause of similar or dissimilar nature beyond its control.

Taxes

40. The amounts owed for the Services exclude, and Customer will be responsible for, all sales, use, excise, withholding and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity in connection with the Services (excluding taxes based solely on CivicPlus's income). If the Customer is tax-exempt, the Customer must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and the fees owed by Customer under this Agreement will not be taxed. If such exemption certificate is challenged or held invalid by a taxing authority then Customer agrees to pay for all resulting fines, penalties and expenses.

Other Documents

41. This Agreement, including all exhibits, amendments, and addenda hereto and all SOWs, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement or any SOW will be effective unless in writing and signed by each Party. However, to the extent of any conflict or inconsistency between the provision in the body of this Agreement and any exhibit, amendment, or addenda hereto or any SOW, the terms of such exhibit, amendment, addenda or SOW will prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or other order documentation (excluding SOWs) will be incorporated into or form any part of this Agreement, all such terms or conditions will be null and void, unless such term is to refer and agree to this Agreement.

Interlocal Purchasing Consent/ Cooperative Purchasing

42. With the prior approval of CivicPlus, which may be withheld for any or no reason within CivicPlus's sole discretion, this Agreement and any SOW may be extended to any public entity in Customer's home-state to purchase at the SOW prices and specifications in accordance with the terms stated herein.

43. To the extent permitted by law, the terms of this Agreement and set forth in one or more SOW(s) may be extended for use by other local government entities upon execution of a separate agreement, SOW, or other duly signed writing by and between CivicPlus and such entity, setting forth all of the terms and conditions for such use, including applicable fees and billing terms.

Miscellaneous Provisions

44. The invalidity or unenforceability, in whole or in part, of any provision of this Agreement shall not void, affect the validity or enforceability of any other provision of this Agreement.

45. The Parties negotiated this Agreement with the opportunity to receive the aid of counsel and, accordingly, intend this Agreement to be construed fairly, according to its terms, in plain English, without constructive presumptions against the drafting Party. The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. As used in this Agreement, the word “including” means “including but not limited to.”

46. The Parties will use reasonable, good faith efforts to resolve any dispute between them in good faith prior to initiating legal action.

47. This Agreement and any SOW, to the extent signed and delivered by means of a facsimile machine or electronic mail, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. The Parties agree that an electronic signature is the legal equivalent of its manual signature on this Agreement and any SOW. The Parties agree that no certification authority or other third party verification is necessary to validate its electronic signature and that the lack of such certification of third party verification will not in any way affect the enforceability of the Parties’ electronic signature or any resulting agreement between CivicPlus and Customer.

48. Due to the rapidly changing nature of software as a service and digital communications, CivicPlus may unilaterally update this Agreement from time to time. In the event CivicPlus believes such change is a material alteration of the terms herein, CivicPlus will provide Customer with written notice describing such change via email or through its website. Customer’s continued use of the Services following such updates constitutes Customer’s acceptance of the same. In the event Customer rejects the update to the terms herein, Customer must notify CivicPlus of its objection within ten (10) days receipt of notice of such update.



Master Service Agreement and Statement of Work Addendum

THIS Master Services Agreement and Statement of Work Addendum (“Addendum”) hereby sets forth the (i) additional terms and conditions applicable to the Master Services Agreement, found at: <https://www.civicplus.help/hc/en-us/p/legal-stuff>, and/or Statement of Work (“Agreements”) and/or (ii) amendments to specific provisions of the terms and conditions which exist in the Agreements (collectively, the “Special Terms”), as described below, as agreed upon by CivicPlus and Rogers, MN. The Special Terms shall be deemed to amend, modify, supplement, replace and/or supersede (as applicable) any inconsistent provisions of the Agreements, to the extent of the inconsistency.

ALL TERMS AND CONDITIONS OF THE AGREEMENTS NOT EXPRESSLEY MODIFIED HEREIN SHALL REMAIN IN FULL FORCE AND EFFECT.

Capitalized terms used and not defined herein shall have the meanings assigned to them in the Agreements (to which this Addendum is attached and incorporated).

1. ADDITIONAL SECTIONS

49. If CivicPlus becomes aware of a Security Incident involving Personal Information in its possession or control, solely caused by the negligent actions or omissions of CivicPlus, it shall:

1. **Notification:** To the extent permitted by law and/or law enforcement officials, promptly notify the Customer of the Security Incident.
2. **Description:** Provide, to the best of its knowledge at the time, a description of what happened and identify the types of Personal Information involved in the Security Incident.
3. **Remediation:** Take all necessary steps to remedy the circumstances that may have permitted the Security Incident to occur.
4. **Mitigation:** Take all steps required by applicable law or regulation to minimize or mitigate the risk of harmful or potentially harmful effects resulting from the Security Incident.

For the purposes of this Agreement, “Security Incident” shall mean the confirmed unauthorized access or acquisition of Personal Information that compromises the security, confidentiality, or integrity of Personal Information, as defined by applicable breach notification laws or regulations.

50.

Data Center	• Redundant Power Supply • Uninterruptible Power Supply (UPS) Systems • Enhanced Cooling Infrastructure • Diesel Engine Generators • Energy Storage • Redundant HVAC Systems • N+1 Redundancy • Fully Redundant Network • System Monitoring – 24/7/365
Security	• Web Application Firewall (WAF) Protects Against SQL Injection, Cross-Site Scripting, & Other Threats • OWASP Modsecurity Core Rule Set Guards Against OWASP Top 10 Vulnerabilities • Server Management Services Ensure Smooth Operation & Optimal Performance • Regular Software Updates & Security Patches • Antivirus Management & Updates Protect Against Malware • Continuous System Monitoring for Health & Performance
Performance	• Regional Content Delivery Network (CDN) Distributes Cached Content to Minimize Latency & Enhance Reliability • Server-Side Caching with Regional • Unparalleled Browsing Experience for Users on Your Website or Application



Hosting	• Enhanced Security and Compliance • CMS software updates • Server management & monitoring • Server software updates & security patches • Database server updates & security patches	• Antivirus management & updates • Server-class hardware from nationally recognized provider • Multi-tiered software architecture • Redundant firewall solutions • High performance SAN with N+2 reliability
Disaster Recovery	• Emergency After-Hours Support, Live Agent (24/7) • Online Status Monitor by Data Center • 8-Hour Guaranteed Recovery Time Objective (RTO) • 24-Hour Guaranteed Recovery Point Objective (RPO) • Pre-Emptive Monitoring for Disaster Situations • Multiple, Geographically Diverse Data Centers	
DDoS Protection & Mitigation	• Cloudflare's Reverse Proxy to Protect Your Network • Access to Advanced Tools that Defend Against DDoS Attacks • Utilize Cloudflare's Massive Network Capacity of 30 Tbps A Skilled Team is Always Ready, 24/7, to Stop Any Attacks on Your Digital Assets	

Acceptance

IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed by their duly authorized representatives as of the dates below.

Customer

CivicPlus

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:



STAFF REPORT

Meeting Date: October 14, 2025

ROGERS CITY COUNCIL

Agenda Item: 9.1

Subject: Response to Public Statements made in Open Forum on September 23, 2025

Prepared By: Dan Wills, Chief of Police

Recommended Council Action

Overview / Background / Analysis

At the September 23, 2025, Rogers City Council Meeting, Mr. Jeffrey Schmitz made statements to the City Council during Open Forum regarding the police response to his house on August 25, 2025. Mr. Schmitz made several allegations regarding the officer response and conduct during the call, and asserted that departmental policies were not adhered to regarding code enforcement.

This supporting documentation is submitted to Correspondence and Reports to ensure the City Council has a complete and accurate understanding of the matter, and to formally enter these clarifications into public record, given Mr. Schmitz' allegations were made in a public setting (Open Forum). It should be noted that Mr. Schmitz did not request a copy of the police report verifying the accuracy of his public statements, particularly as he was not present during the police response to his residence, nor did he attempt to speak with a supervisor at any level (Sergeant, Captain, or Chief) regarding his concerns prior to the September 23rd City Council Meeting.

On Tuesday, September 30, 2025, Chief Wills spoke to Mr. Schmitz on the phone offering to meet and discuss his concerns, and to view the body camera footage from that day at his residence. Mr. Schmitz responded that he would need to coordinate schedules with his wife and would be in touch. Chief Wills followed up on Wednesday, October 1, 2025, with an email, reconfirming the offer and requesting their availability to meet. On Friday, October 3, 2025, Mr. Schmitz responded back to Chief Wills in an email stating they (he and his wife) didn't think a meeting to view the body camera footage was necessary, as it was unimportant to the main issues at hand. He expressed he was clear what he wanted to be done at the City Council meeting and looked forward to attempting to get these items cleared up and explained.

A significant investment of staff time (approximately 25 hours) across multiple levels of the department was dedicated to reviewing, verifying, and responding to these allegations. After careful examination and analysis, it was determined that all Rogers Police Department staff acted appropriately and professionally.

The attached rebuttal provides factual clarification and supporting documentation that

addresses Mr. Schmitz' allegations.

Staff Recommendation

Financial Impact:

Source Fund:

Budgeted?

Supporting Documentation

A. Exhibit A - Statements and Findings



Response to Public Statements made in Open Forum on September 23, 2025

Overview/Background:

We prioritized looking into Mr. Jeffrey Schmitz' complaint he made at Open Forum on September 23, 2025, as his allegations were made in a public setting. The following is a summarization of the key points and statements made to City Council on Tuesday evening during Open Forum by Jeffrey Schmitz – 20699 Drake Ct – Rogers along with a distinction between the statements made and what was noted and verified after body camera footage and report review.

Review of Complaint and Rogers Police Department's Response:

Statements made by Mr. Schmitz during Open Forum on Sept. 23, 2025:	Distinctions made by reviewing body camera footage, reports and dispatch call notes:
1. On August 25, 2025, 2 squads and 3 fully armed police officers arrived at his house (he and his wife were not home)	1. Officer #1 arrived in his squad as he was dispatched to the call via Hennepin County Dispatch. The complainant stated the camper had been parked in the grass for three weeks. A short time later, Officer #2, along with a Community Service Officer (CSO) who was currently in training (in a polo and khaki pants - unarmed) arrived at

	the scene for training purposes as we did not have any CSOs on duty.
2. His youngest son just stepped out of shower, had hardly anything on, and was standing in the front doorway with a towel around his waist while being interrogated.	2. A fully clothed adult male (22-year-old son) answered the door within seconds of officers knocking on the door
3. All 3 officers began interrogating son.	3. Only one officer (Officer #1) began speaking to son, and asked basic questions and stated why they were there, which included: • If son was the homeowner • What was going on with the camper • Verified no one was living in it per code, mentioning that there was power running to it • Explained they received a complaint on it, they weren't just driving by and saw it • Outlined complaint stated camper had been there for three weeks, and it can't be stored in yard on grass like that (Schmitz house is a corner lot and can be seen from Mallard Dr)
4. His camper moved over only a few feet from the driveway, and it was parked there due to construction at residence – work done on our home, front of our home damaged during storm, re-side it, construction trailers, ladders and scaffolding used.	4. There was no presence of construction taking place or construction trailer and vehicles occupying driveway when officers arrived, so they had no idea why it was parked in the grass. Per City of Rogers permit RB25-000189, for cultured stone on front of garage only. There was active power running to it, and a lawn chair set up just outside of it giving the appearance it was being actively occupied.

5. 3 officers continued to interrogate his son, one opened notebook, conducting a full investigation.	5. Officer #2 opened notebook before contact at the house to write down camper registration info. Officer #1 opened notebook when asking son his name so officer could document who they spoke with at residence.
6. Has no idea why this occurred, and in talking with their neighbors, nobody had an issue with it when asked if they had called police.	6. Complaint came in through dispatch (was not a city official or initiated by the police department) and the Computer Aided Dispatch (CAD notes) state verbatim, "CAMPER IN GRASS HASN'T MOVED IN THREE WEEKS RP WANTS IT MOVED THINKS ABANDONED"
7. Police contact occurred the day after permit was signed off on by City of Rogers, and it seemed obvious to him the report came in inquiring if migrant workers were living in camper.	7. See above #6 how the complaint was received, and Officer #1 on scene only wondered if maybe one of their kids was living in the camper. Zero reference was made that migrant workers might be living in camper. The timeline and statement given of police showing up to residence the day after permit was signed off on by City of Rogers does not line up correctly with City of Rogers permitting records. • Per City of Rogers permit RB25-000189, permit requested for cultured stone on front of garage only. • Permit pulled on 8/11/25, inspected 8/12/25, final sign off 9/2/25 (Date in question of police response is 8/25/25)
8. Stated they considered this behavior by officers to be bullying, excessive, harassing, interrogation of their youngest son, who was home alone (alluding he could possibly be a minor).	8. Officer clearly and politely explained why they were there, and asked clarifying questions about where it was parked, and electricity being ran to it. Asked if homeowners were home and relayed if they had questions for them, to have them give the police a call.

9. After speaking with son, officers didn't leave, son's answers weren't good enough for them, continued to look into camper and knock, with officer's hand on her sidearm (claimed to be witnessed by neighbors).	9. The officers did leave after speaking to son and only looked around the camper on their way up to the home, not after (before making contact with the homeowner). Officer #2 was seen upon arrival knocking on the camper door with her right hand (which was *not* on her sidearm), left hand in pocket.
10. Homeowner thinks a phone call or email would have taken care of it. Officer showing up to residence is harassing, abusive behavior by the police department and officers involved. Rogers Police Department protocol is to send a letter out to homeowners regarding code concerns.	10. The protocol of sending warning letters before going to residences does not exist within the police department. Contact at residence is standard, to ensure the accuracy of the information received from dispatch/caller. (See #6 of how the call came into dispatch)
11. Mr. Schmitz drove around neighborhood that night and saw no more than 12 other vehicles, campers, boats, trailers parked just off to the side, no police activity at their homes.	11. We received no other calls or complaints regarding code violations, parking issues or complaints in that neighborhood. Officer #1 also made note to the son of a neighbor's camper close-by that was appropriately parked on their driveway. Body camera footage shows 3 nearby neighbors with campers and boats parked appropriately on driveways and paved surfaces.
	12. The female homeowner called Officer #2 a short time later in which it was discussed why we were there and the code violation. Officer #2 asked for camper to be moved, and three days later, our follow-up confirmed it had been done. The phone conversation was polite and cordial.

**It should be noted Jeffrey Schmitz never requested a copy of this report, nor called to speak with a supervisor at any level: Sergeant, Captain, Chief, regarding his concerns over the response to his residence.*

After stating they were treated poorly and embarrassed in front of their friends and family, Jeffrey Schmitz demands to Council were as follows:

1. Investigation as to why this occurred.
2. Written, formal apology.
3. Accountability for decision makers that allowed this excessive and needless police activity to occur.
4. Source of complaint identified – per City Attorney Vose, this data cannot be released per Minnesota State Statute 13.44 Sub 1, which states that the identities of individuals who register complaints with government entities concerning violations of state laws or local ordinances concerning the use of real property are classified as confidential data.