



## AGENDA

### Rogers City Council

November 13, 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 or 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 October 28, 2025 Work Session Minutes and the October 28, 2025 City Council Meeting Minutes

5.2 Approval of Bills and Claims

5.3 Motion to Schedule a Worksession at 6:00 p.m. on December 9, 2025 for a Review of City Ordinances and Codes

5.4 Approval of 2026 Tobacco Licenses

5.5 Approval of Resolution 2025-86 Declaring Saturday, November 29th as Small Business Saturday in the City of Rogers

5.6 Approve Parking Restrictions on Portions of Quiram Drive and Marsh View Boulevard

- 5.7 Approve Change Order No. 17 (Labor) and Change Order No. 18 (Materials) for HealthPartners Fieldhouse Facility, City Project No. 2201
- 5.8 Approval of Resolution 2025-85 Approving a Site Plan for the Rogers Commerce Boulevard Small Bay Warehouse Development
- 5.9 Approval of LiveBarn and MN Hockey TV Exclusive Streaming Agreement for Rink 1 at the TruStone Center
- 5.10 Approval of the Sixth Amendment to the Purchase Agreement with Duffy Development for the Sale of City Owned Property on Main Street
- 5.11 Consider Ordinance 2025-10 Amending Chapter 113 Related to Electronic Message Centers, and Consider Resolution 2025-83 Authorizing Publishing of Ordinance Summary
- 5.12 Approval of Resolution 2025-88 Accepting Sanitary Sewer and Water Improvements for Continual Maintenance and Authorizing a Letter of Credit Reduction for Big Woods Crossing
- 5.13 Approval of Resolution 2025-89 Accepting Sanitary Sewer and Water Improvements for Continual Maintenance and Authorizing a Letter of Credit Reduction for Big Woods Crossings 2nd Addition.
- 5.14 Approval of Resolution 2025-90 Authorizing a Letter of Credit Reduction for Big Woods Crossing 3rd Addition

## **6. PUBLIC HEARINGS**

## **7. GENERAL BUSINESS**

- 7.1 Approval to Hire ReAnna Groettum as the Administrative Assistant for City Hall
- 7.2 Consideration of a Concept Plan Application by Bader Companies and Ebert Companies for the Multifamily Housing Development at 21601 John Deere Lane (Willis Trucking Site)
- 7.3 Consider Resolution 2025-84 Approving Variance for Miller Chevrolet to Replace Pylon Sign Face with Larger EMC Panel

## **8. OTHER BUSINESS**

- 8.1 Motion to Cancel the November 25, 2025 Budget Work Session

## **9. CORRESPONDENCE AND REPORTS**

## **10. ADJOURN**



**STAFF REPORT**  
**ROGERS CITY COUNCIL**

**Meeting Date:** November 13, 2025

**Agenda Item:** 5.1

**Subject:** Approval of the October 28, 2025 Work Session Minutes and the October 28, 2025 City Council Meeting Minutes

**Prepared By:** Stacie Brown, City Clerk

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**Recommended Council Action**

Motion to approve the October 28, 2025 Work Session minutes and the October 28, 2025 City Council meeting minutes.

**Overview / Background / Analysis**

**Staff Recommendation**

Motion to approve the October 28, 2025 Work Session minutes and the October 28, 2025 City Council meeting minutes.

**Financial Impact:**

**Source Fund:**

**Budgeted?**

**Supporting Documentation**

- A. 10282025min workshop
- B. 10282025min

## 1. CALL TO ORDER

The Work Session of the City Council of the City of Rogers was called to order by Councilor Eiden on Tuesday, October 28, 2025, at 5:00 PM at Rogers Community Room, 21201 Memorial Drive, Rogers, MN, 55374 and online in the Zoom application.

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

Staff present: Steve Stahmer, Administrator; Stacy Scharber, Assistant City Administrator/HR Director; Bridget Bruska, Finance Director; Matthew Rathlisberger; Assistant Finance Director Dan Wills, Chief of Police; Patrick Farrrens, Fire Chief; Doran Cote, Public Works Director/City Engineer; Mike Bauer, Parks and Recreation Director; Brett Angell, Community Development Director; Jason Greninger, IS Director; Caleb Hansen, Building Official; Jason Albers, Deputy Fire Marshal; and Stacie Brown, City Clerk.

## 2. GENERAL BUSINESS

### 2.1 Work Session Topics:

- 2026 Master Fee Schedule
- Utility Budgets
- Final Levy Discussion (time permitting)
- Budget Calendar Review

Finance Director Bruska provided an overview of the annual Fee Schedule process, which is done on an annual basis as a thorough review during the budget cycle. Staff review their specific sections of the fee schedule and recommend any changes to ensure a direct nexus between the fees and costs being incurred by the City.

Bruska reviewed the changes for 2026 at a high level, with Department heads available for any specific questions Council may have. She began with the TruStone Center fees, noting that Director Bauer added resident vs. non-resident fees, as well as a family fee. Additionally, a section for season passes has replaced the 10-punch passes. Ice rental rates were adjusted upwards based on market comparisons, and turf rental rates have also been set based on comparable field houses, with a slight increase from the original amounts.

Bruska moved on to the Administration fees, noting that assessment search fees are being increased due to staff time, with a more formalized process being implemented. Special Event permits have been increased to align with other cities and remove the requirement

for an escrow deposit from the applicant. Councilor Eiden asked if the \$300 is in line with other cities, which Bruska confirmed is an average, with some cities charging more.

Bruska shared changes to building permit fees, which have not been adjusted in quite some time. She noted that Building Official Caleb Hansen was present to address any questions about these fees. The charge for moving buildings has increased, a backflow filing fee has replaced an RPZ permit. For permits which are valuation-based, the City has been referencing fees from the 1997 Uniform Building Code, with a minimum value of \$23.50. This amount does not cover the costs for staff to inspect, so the minimum fee has been set at approximately \$70.00.

Bruska reviewed additions to the fee schedule, including a commercial interior demo permit, a commercial parking lot resurfacing permit, and the move of above-ground pool permits to building instead of plumbing. Standard plumbing permits have increased across the board from \$50.00 to \$85.00 for the first unit, with \$15.00 for each additional unit. A private utilities permit has been added. Residential mechanical permits were \$75.00 per unit, and will increase to \$85.00 for the first unit, and \$25.00 for each additional unit.

Bruska explained that a building permit refund has been added to the fee schedule, as there is not currently a policy, and it comes up frequently. If a resident pulls a permit but doesn't proceed, this clarifies what amount they're entitled to get back based on the amount of work staff have done. The temporary Certificate of Occupancy fee is going up, and a Certificate of Occupancy fee has been added.

Bruska shared that the Business Registration fee has been removed from the Planning section, as the Certificate of Occupancy happens when a business is changing hands, allowing the City to gather details previously obtained through Business Registration. Staff are recommending that fence permits be eliminated, as fences under 7' don't require a permit, and there are no inspections being done. Councilor Enga asked if there were any checks if setbacks were correct. Hansen explained this has been a Community Development process in the past.

Bruska reviewed additional changes, including a re-inspection fee to cover multiple inspections. Under the Residential Minor Work category, flat-fee permits have been adjusted, with some being combined to allow for lesser fees. Windows and doors are charged on a per-unit basis. Deck repairs/resurfaces have previously been charged based on valuation, which can be very significant, and staff are recommending a flat fee. Enga asked what is considered resurface/repair. Enga asked if this would apply when the full deck flooring was being replaced, and Hansen confirmed the permit would cover that scenario. Enga asked how long an inspection takes for a water heater/water softener permit, and Hansen stated approximately 1/2 hour.

Bruska moved on to the fees for the 21st Century Bank Event Center. General rental rates and wedding packages are increasing to align with market averages and to cover costs of running the facility. Packages have been added for non-profit fundraisers and memorial events, and food service and kitchen fees have been removed as they are now built into

the pricing. Under the Development fee section, Park Dedication fees are denoted as "pending", and are in discussion. Relevant sales of surrounding land are considered, as statute allows 10% of land value for Park Dedication fees. An increase is not recommended for residential development. However, slight increases will be recommended for commercial/industrial fees to bring them closer to average.

Enga asked if residential values hadn't increased. Bruska explained that Rogers has been on the high end for residential per-unit fees compared to other cities, so an increase is not recommended. Bruska reviewed wetland consulting fees, explaining that with the City serving as the middleman for this process, fees have been added for a few activities. Escrow is required up front, and as work is completed, the escrow is charged.

Bruska reviewed the Fire Department fees, noting that Deputy Fire Marshal Jason Albers was present to respond to any questions. Annual Operating Permits will now incur a late fee if not applied for by March/April (a year has been given for businesses to get up to speed on this requirement). A temporary LP gas Annual Operating Permit has been added, as well as a couple of required construction permits, which will follow the valuation fee model. The one-month Open Burning fee will increase from \$15.00 - \$25.00.

Bruska noted a recommended increase in false alarm fees; with the first no charge, each additional increase. Brockman asked if false alarms are a problem, and Farrens confirmed they are. He explained that charging fees is often the only way of bringing attention to the issue to get it resolved, which is the priority. Bruska stated that fire inspection fees are increasing based on staffing and vehicle costs, and the fire violation fee is increasing from \$250.00 to \$350.00.

Moving on to the Liquor/Tobacco/Cannabis section of the fee schedule, Bruska noted the compliance violation fees are being changed to reference amounts outlined in the State Statute, so as the Statute changes, the fee schedule will follow. After analyzing fees under the Parks and Recreation section of the Fee Schedule, staff are recommending no changes for 2026. Under the Police section of the Fee Schedule, clarification has been added for potentially dangerous dogs, and the hearings will be at the cost of attorney fees. Security services are increasing based on labor and equipment costs. Under the Public Works section of the Fee Schedule, the only change is the addition of a labor rate for staff. This was not in the fee schedule previously but has been needed for repairs.

Bruska reviewed the Utility Billing section of the fee schedule, noting that Council has authorized staff to proceed with a utility rate study with a target completion date of early 2026. For the time being, no increases are recommended until data is available. This would be done sometime in the first or second quarter of 2026. A certification fee is recommended for delinquent utilities which are ultimately assessed. This fee is to cover staff expenses and fees from Hennepin County and is common in other cities. An incorrect meter installation/disconnection fee is proposed. Irrigation meters are frequently installed backwards, causing inaccurate readings, sometimes for multiple years. Bruska explained that having a penalty fee will encourage contractors to let the City know when they're being done.

Enga asked if there is a flag to notify the City if no reading comes in. Bruska stated that it's never really known when to expect the readings, with some being only done once per year. Enga asked if a new software would include utility billing. Bruska confirmed it would be included in a new Enterprise Resource Planning system. However, she's not sure if there would be additional analytical review available to monitor issues with readings.

Bruska explained that a final utility bill fee is proposed. Other cities are doing this and given the number of final bills requested by title companies and off-cycle maintenance, this would cover some of the cost involved. The recycling fee will increase from \$5.00 to \$5.25 per month starting January 1 due to the 5-year contract with Republic Services. An increase in penalties from 3%-5% is proposed, which is still on the low end compared to other cities. State-mandated water fees are increasing from .81 to \$1.27 per month, and these fees must be collected and paid to the State. Bruska explained that there is an action on tonight's regular meeting agenda to call for a Public Hearing at the end of November to adopt the 2026 Fee Schedule.

Bruska reviewed the Utility and Liquor Operations budgets, noting that line-item budgets have been included in tonight's Work Session packet. These are Enterprise Funds, with user charges covering the costs, and accounted for on a full-accrual basis. Under revenues, fees have been left relatively stable until more is known from the Utility Rate Study. The Storm Sewer fees are showing a slight loss. These fees have not been adjusted in quite some time, due to the complexity of the storm sewer rate calculations. However, the rate study will aid in simplifying the charging structure, and an increase will likely be recommended.

Bruska reviewed the Net Income Loss calculations, with the funds doing very well, largely due to contributions from developers putting in public improvements. These contributions are recorded as revenue in the year they're accepted. Pending any major capital improvements, it's desirable to see that number going up on an annual basis. Bruska reviewed the Water Fund, noting that sales should cover operational costs, depreciation and debt payments. The water fund shows a healthy cash balance, with a minimum target of six months of operations plus one year of debt service. The cash balance in the sewer operations fund is very strong. Storm sewer is falling slightly short, but there is a very healthy cash balance.

Bruska presented details on the Liquor Operations budget. This is also an enterprise fund, with a goal of having safe liquor sales within the city and the ability to transfer revenue to the General Fund annually, which reduces the Levy. The gross profit percentages for On-Sale (the Event Center) and Off-Sale (Rogers Wine and Spirits) look stable over time. The operating income loss for off-sale looks highly negative. However, the Other Services and Charges section includes the reconstruction of a retaining wall at Rogers Wine and Spirits at an estimated cost of approximately \$450,000, as well as signage and building improvements at a cost of \$50,000. These expenses are intended to be a spend-down of the fund balance. If the \$500,000 were not included, the fund balance would be positive.

Councilor Eiden asked if the retaining wall is in the 2025 budget, and Bruska clarified that it will be in 2026. Eiden asked if there is a clearer way to show this, and Bruska stated that it will be taken out of the final budget, and it's hard to show without the story of the \$225,000 helping reduce the levy. Liquor Operations Director Agnes noted that the retaining wall repair has been delayed for a few years and will not be an annual expense.

Eiden asked about the Event Center, with sales projected at half of the expected revenues. Bruska noted that it was a complete estimate when the budget was done for 2025, and now more data is available. However, it's still a profitable business. Eiden expressed that this is a drastic difference in sales. Agnes explained that the municipal bar and Event Center were budgeted together for On-Sale sales, and the average had to be estimated for each. Now that we're 3/4 of the year into 2025, there is more focused data available.

Enga asked if there are more weddings or graduation parties, which could impact sales. Parks and Recreation Director Bauer replied that there are more weddings, but there's been an uptick in graduations as there can be multiple in a day. He added that some weddings are held without serving alcohol. Bruska reviewed the overall municipal funds, including gross profit, operating income, and cash balance. There is a healthy fund balance, which will decrease in 2026 due to payments for the retaining wall and sign.

Bruska moved on to a discussion about the Final Levy. In November there are two meetings dedicated to the budget, with the second on an "if-needed" basis. She shared updated tax capacity numbers, which are provided by the County monthly. She does not anticipate any major changes to the Levy at this time (unless the Council decides to add or remove items), and it can only be reduced at this point. As it stands at this point, the tax rate would go from 38.7% to 42%. Bruska brought back the General Fund Budget highlights spreadsheet, recapping the operating levy, and noted the items where Council has discretion to change.

Bruska noted a need to increase the General Government Buildings Capital Reserve, which is for existing buildings. The Facilities Capital Reserve is for future facility needs (including the Civic Campus), with a recommended increase to \$700,000 this year. The Equipment Capital Fund has been increased every year with the goal of starting a revolving fund instead of doing two-year equipment loans. The Parks Capital Reserve is for maintenance and replacement of existing funds, and an increase is recommended due to the number of parks being added.

Bruska explained that in looking at the General Fund Levy, most changes are related to personal services. She listed the remaining personal services requests after the promotion of the Administrative Assistant to Senior Permit Tech (and backfill of the position) was approved at the last meeting. In addition to position reclassifications and new positions, personal services expenses include a proposed 4% COLA increase for non-union employees, an 11% COLA estimated for Sergeant, Minnesota Paid Leave is an additional tax (the City will be responsible for 50%), and adjustments to Workers Compensation.

Bruska explained that the ERP software is recommended as a spend-down of fund balance. It will likely be taken out of the budget at this point; however, the website upgrade will be included. The Engineering Tech position will pay for itself and is being tried up. This will fluctuate based on the number of projects each year.

Enga referenced saving more for the Civic Campus, asking how much is in the billboard fund. Bruska estimated \$2 million, and it is fully unrestricted at this point. Enga asked what it's being used for now, and Bruska replied that right now it's not programmed, but historically, it's been used for Parks and Recreation projects. Councilor Jullie proposed defining goals at this point, and Eiden expressed the need for a reduction.

Jullie asked Public Works Director/City Engineer Cote if he thinks the projects funding the Civil Engineer position would wane. Cote explained that as the community ages and public improvements are needed, time will be charged back to projects which will increase need. City Administrator Stahmer noted that without additional staff, most would be contracted out. Jullie inquired about the Deputy Police Chief and Patrol Sergeant positions.

Wills explained that with leadership on the same five-to-ten-year track for retirement and large cases, the Deputy Chief would be promoted in Q1. There would then be a backfill process for the Captain, most likely from the current Patrol Sergeant rank, with all promotions in place by 2027, when there will be a request to an additional Sergeant. This will allow for 24/7 coverage.

Wills noted that the additional full-time CSO has been requested in the last two budget cycles. Jullie asked if there is an overtime budget for calls taken at home, and if the new position would cover this. Wills stated that he doesn't see it impacting overtime budgets; rather, it would focus on decreasing liability.

Assistant Administrator/HR Director Scharber referenced the budget for Deputy Chief and Sergeant, noting the actual domino effect includes promotion within, so the full number is not the final amount, as the backfill is happening at a lower rate. Scharber added that in budgeting an additional \$100,000 for Capital Equipment, the reality of when it would be self-sustaining is years down the road. She stated that Council could consider if they want to continue down that path or always do an equipment certificate.

Bruska closed by asking for direction; and Council requested revisions showing the positions staggered throughout the year based on anticipated timing.

### **3. ADJOURN**

Acting Mayor Jullie adjourned the meeting at 6:52 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 Acting Mayor Jullie on Tuesday, October 28, 2025, at 7:00 PM at Rogers Community Room, 21201 Memorial Drive, Rogers, MN, 55374 and online in the Zoom application.

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

Staff present: Steve Stahmer, Administrator; Stacy Scharber, Assistant City Administrator/HR Director; Bridget Bruska, Finance Director; Matthew Rathlisberger, Assistant 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; Jason Greninger, IS Director; and Stacie Brown, City Clerk.

## **2. OPEN FORUM**

No one came forward.

## **3. PRESENTATIONS**

None.

## **4. APPROVE AGENDA**

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

## **5. CONSENT AGENDA**

**5.1 Approval of the October 14, 2025 Work Session Minutes and the October 14, 2025 City Council Meeting Minutes**

**5.2 Approval of Bills and Claims**

**5.3 Call a Public Hearing for Tuesday, November 25, 2025, at 7:00 p.m. for the Purpose of Adopting the Annual Fee Schedule Ordinance, Utility Rates, and Related Items**

**5.4 Approval of a Proposal for Supplemental Environmental Services of Additional Soil Sampling and a RAP Addendum by Braun Intertec for the Civic Campus Site**

- 5.5 Approve Contract for Embedded Systems Siren Maintenance**
- 5.6 Approval of the 2025-26 Thumbs Up Programming Agreement**
- 5.7 Approval of the First Amendment to the Rogers Elementary/South Community Park Joint Powers Agreement**
- 5.8 Accept Resignation of Paid-on-Call Fire Lieutenant Larry Hudson**
- 5.9 Approval of Resolution 2025-79 Authorizing a Letter of Credit Reduction for Taylor Lane Addition**
- 5.10 Rescind Resolution No. 2025-52 and Approve Resolution No. 2025-78 A Resolution Supporting Application For The Mighty Ducks Grant Program (Minnesota Amateur Sports Commission) Grant Funding Assistance For Rogers Ice Plant Replacement**
- 5.11 Approval of Resolution 2025-80 Approving the Amended Main Street Center 2nd Addition Final Plat**
- 5.12 Approval of a Revised Access, Parking, and Maintenance Agreement Related to the Duffy Main Street Development**
- 5.13 Approval of Resolutions of Support for a DEED Contamination Grant and Hennepin County ERF Grant Applications Corresponding to the Willis Trucking Redevelopment**

Councilor Enga requested to pull Item 5.8 for separate discussion.

Councilor Brockman requested to pull Items 5.11 and 5.12 for separate discussion.

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

#### **Item 5.8 - Accept Resignation of Paid-on-Call Lieutenant Larry Hudson**

Councilor Enga thanked Lieutenant Hudson for his years of service with the Rogers Fire Department. Fire Chief Farrens acknowledged Lieutenant Hudson's active role in the department's mentorship program, noting that he will be missed.

Councilor Enga moved, Councilor Eiden seconded a motion to accept the resignation of Paid-on-Call Fire Lieutenant Larry Hudson. Motion carried 4-0.

#### **Item 5.11; Approval of Resolution 2025-80; Approving the Amended Main Street Center 2nd Addition Final Plat**

#### **Item 5.12; Approval of a Revised Access, Parking, and Maintenance Agreement Related to the Duffy Main Street Development**

Councilor Brockman requested to discuss Items 5.11 and 5.12 together, asking Community Development Director Angell for an overview. Angell recalled that these items have been presented to the Council in a different form at various points. Related to the plat itself, when previously brought forward, it included the adjacent property (the Canfield property) as a signing party. The proposed re-plat involves only the Duffy and City signatures and creates outlots around the Canfield building. Related to that, the Parking, Maintenance and Access Agreement becomes a two-party agreement. When previously approved, it was a four-party agreement.

Angell explained that Duffy and the adjacent property owner were unable to come to an agreement at this point, with a very tight financing timeline through Minnesota Housing. The creation of outlots around the buildings will allow the developer to move forward with construction and continue to work with the adjacent property owner to (hopefully) come to an agreement. Much of the substance within the easement document is consistent with previous versions, with the City not taking on more obligations or risk.

Angell stated that staff will continue to work with the developer and adjacent property owner to ensure conversations continue. While a four-party agreement is the best-case scenario, these documents have been reviewed by City Attorney Vose, and he is comfortable with this moving forward. Approval of these items will set it up for the developer to begin construction. Brockman recapped that the bottom line is that the project can move forward in total, including the alleys, the parking lot, and the building. Angell confirmed that per the review of the Developer's Legal Counsel, they feel they can move forward with the entire development, and City Attorney Vose agrees.

Acting Mayor Jullie noted that it would have been ideal to have all four parties agree. However, he is hopeful this will work out. Councilor Enga inquired about the projected closing date, and Angell stated that under the developer's current deadline with Minnesota Housing, the closing for financing would be around November 27, 2025; and closing on the property would come in advance of that (early to mid-November). Councilor Eiden expressed confidence in the City's Legal Counsel and Community Development Director.

Councilor Brockman moved, Councilor Eiden seconded a motion to approve Resolution 2025-80, and a revised Access, Parking and Maintenance Agreement related to the Duffy Main Street Development. Motion carried 3-0. Abstain: Brockman

## **6. PUBLIC HEARINGS**

None.

## **7. GENERAL BUSINESS**

### **7.1 Approval of Resolution 2025-75; Making Findings and Temporarily Suspending Liquor Licensing for Ripple Effect Brewing Company**

City Clerk Brown shared that in June, 2025, letters were sent to notify businesses holding

liquor and tobacco licenses that the Rogers Police Department would be conducting unannounced compliance checks in the near future. The letters advised that undercover Officers and underage decoys would attempt to purchase tobacco or alcohol from the business and outlined the penalties for violations.

Brown explained that the compliance checks were conducted in mid-August, resulting in one tobacco violation and two liquor violations, one occurring at Ripple Effect Brewing. The employee who sold to the underage decoy was informed that a complaint would be sent to the Rogers City Attorney for prosecution of a Gross Misdemeanor. The Manager was advised that the compliance failure would be reported to Rogers City Hall, and action may be taken against their liquor license.

Brown noted that this violation is the first for Ripple Effect Brewing; and pursuant to City Code, the business will be subject to a civil fine of \$500.00 and a one-day license suspension. She asked the Council to determine a date for the one-day license suspension, which the Council designated as November 19, 2025.

Councilor Jullie moved, Councilor Enga seconded a motion to approve Resolution 2025-75; Making Findings and Temporarily Suspending Liquor Licensing for Ripple Effect Brewing Company on November 19, 2025. Motion carried 4-0.

### **7.2 Approval of Resolution 2025-76; Making Findings and Temporarily Suspending Liquor Licensing for Yanagi Sushi Restaurant, LLC**

City Clerk Brown shared a background on a liquor compliance check failure which occurred at Yanagi Sushi Restaurant in August, 2025, noting this was the first violation for the business. She explained that pursuant to City Code, the business will be subject to a civil fine of \$500.00 and a one-day license suspension. She asked the Council to determine a date for the one-day license suspension, which the Council designated as November 19, 2025.

Councilor Enga moved, Councilor Brockman seconded a motion to approve Resolution 2025-76; Making Findings and Temporarily Suspending Liquor Licensing for Yanagi Sushi Restaurant, LLC on November 19, 2025. Motion carried 4-0.

### **7.3 2026-2027 Equipment Purchases and Financing**

Finance Director Bruska shared that Council is being asked to approve a two-year equipment list, which will be financed by an interfund loan. Every two years, the Council has approved the next two years' worth of equipment, which allows departments time to source equipment and comply with bidding requirements. This is also part of the Capital Improvement Plan and factored into the Financial Management Plan.

Bruska explained that equipment purchases are reviewed as part of the budget process. Staff then reviewed their equipment needs and obtained updated prices. Equipment purchase recommendations were presented to the Council at a Workshop earlier this month, and the detailed equipment listing is included in tonight's meeting packet. One item

has been removed since the workshop, bringing the total equipment purchases down to \$4.2 million. This total has multiple funding sources, with a large portion being funded by an interfund loan between the Sewer Availability Fund and the Capital Equipment Fund. Additional funding will come from Information Systems Capital Reserves, RAC Capital Reserves, and Utility Operating funds.

Bruska noted that going forward, all items on the list would be approved except for items over \$150,000 or any equipment costing 20% above the budgeted purchase price, which would need to come back to Council for approval. Additionally, any significant changes to the type (or description) of equipment or year purchased would come back to Council for approval. In the past, an interfund loan has been used for these purchases, with the benefits being no bond issuance cost and some control over the interest rate.

Bruska shared the proposed interfund loan schedule, with the amount of the loan being financed at \$3.385 million, with the remainder coming from Capital Reserves or cash on hand. The interest rate would be 3%, and the term would be five years, and the annual impact to the Levy would be \$739,000. The impact will begin with the 2027 budget process.

Councilor Jullie inquired about the timing of the Levy impact. Bruska explained that with bonds, payments begin the year after the money is loaned, so the payments for this specific two-year cycle would begin in 2027. She added this is part of the five-year Capital Equipment Plan, which is included within the 5–10-year financial management projection.

Councilor Enga moved, Councilor Brockman seconded a motion to authorize the purchase of equipment identified on the 2026-2027 equipment schedule in the years identified within the approved budget, and to approve Resolution 2025-77; Authorizing an Interfund Loan for 2026-27 Capital Equipment. Motion carried 4-0.

#### **7.4 Approval of Revised Ice Rental Agreement with ISD 728 (Rogers High School) Addition of Parking Clause**

Parks and Recreation Director Bauer recalled that earlier in the year, the Council approved the annual ice agreement with Rogers High School (ISD 728). In discussing parking needs for the high school, an agreement has been reached to lease a portion of the TruStone Center parking lot to the school. The only change to the original contract is the parking lot use agreement.

Bauer explained that under this revised agreement, ISD 728 will pay \$40.00 per parking space for 181 spaces, totaling approximately \$7,000.00 in additional revenue to the City. The addition of the parking clause will also transfer snow removal responsibilities for the TruStone Center lot to ISD 728 during the school year. This adjustment will reduce City maintenance obligations during that period.

Councilor Enga asked about the timing of ice practices and programming, and whether there is an overlap with the school hours. Bauer stated there is generally not an overlap, as there is not a lot of activity on the ice during the school day, unless it's school related. He

added that enough parking is being retained by the City to accommodate those needs and projected daytime use at the Fieldhouse. There is an awareness that conflicts may occur on certain days, and conversations continue about working through those situations.

Councilor Brockman inquired about snow removal; asking if the City will be required to do the sidewalks, which Bauer confirmed. Public Works will clear sidewalks as part of their removal process, and in the evenings, staff at the facility will do as much as possible during events. Enga asked what time the school will plow, and Bauer explained it will depend on the timing of the snow event, and prior to school opening. Enga asked if this would include weekends, which Bauer confirmed.

Councilor Eiden moved, Councilor Enga seconded a motion to approve the revised 2025-2026 Ice Rental Agreement between the City of Rogers and ISD 728 to include the addition of the parking lot usage clause and Exhibit C as presented. Motion carried 4-0.

## **8. OTHER BUSINESS**

None.

## **9. CORRESPONDENCE AND REPORTS**

None.

## **10. CLOSED SESSION**

### **10.1 Pursuant to MN Stat. 13D.03, the City Council will adjourn to Closed Session for labor negotiations, and will then reconvene to open session**

Acting Mayor Jullie adjourned the meeting to Closed Session at 7:33 p.m.

The regular meeting reconvened at 7:44 p.m.

Councilor Enga moved, Councilor Eiden seconded a motion to authorize signatures on the LELS - Police Sergeant contract for calendar years 2026-2028 as discussed in Closed Session. Motion carried 4-0.

## **11. ADJOURN**

Acting Mayor Jullie adjourned the meeting at 7:45 p.m.

Respectfully submitted,

Stacie Brown  
City Clerk



**STAFF REPORT**  
**ROGERS CITY COUNCIL**

**Meeting Date:** November 13, 2025

**Agenda Item:** 5.2

**Subject:** Approval of Bills and Claims  
**Prepared By:** Bridget Bruska, Finance Director

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**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. 10-23-2025 Checks #96250-96296 & ACH Payments
- C. 10-31-2025 Checks #96298-96345 & ACH Payments

**CITY OF ROGERS**  
**11.11.2025 CITY COUNCIL MEETING**  
**OPERATING ACCOUNTS - ADDITIONAL CLAIMS PAID/TO BE PAID**

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**City Payroll Checks, Taxes & Misc Fees Paid**

10/30/2025 ADP Child Support/Garnishment	124.62
10/30/2025 ADP Direct Deposits	280,668.79
10/30/2025 ADP Payroll Taxes	110,730.82
10/22/2025 Humana (Employee Paid Supplemental Plan)	445.00
10/23/2025 Health Equity FSA/DCAP	350.00
10/27/2025 Group Health EAP Charges	159.00
11/3/2025 ICMA Deferred Compensation	2,778.83
10/31/2025 PERA	78,901.85
10/30/2025 State of MN HCSP	500.00
11/3/2025 State of MN HCSP	4,072.47
11/3/2025 State of MN - Deferred Comp	12,240.00
11/4/2025 Standard Life Insurance - November	1,849.50
<b>Payroll &amp; Misc Fee Expenditures</b>	<u>492,820.88</u>

**City Checks & ACH Paid**

10/23/2025 City Checks & ACH Paid (96250-96296)	467,622.33
10/31/2025 City Checks & ACH Paid (96298-96345)	414,460.37
<b>City Check &amp; ACH Expenditures</b>	<u>882,082.70</u>

**City Misc ACH/Wires Paid**

11/3/2025 Credit Card Fees City	7,639.05
11/3/2025 Civic Pay Fees Utility Billing	7,514.24
11/3/2025 Finnly Sports Payments Credit Card Fees RAC	1,402.44
11/4/2025 Payment Services Network Processing Fees	370.00
10/28/2025 Superior Press Check Deposit Books	67.91
<b>City ACH/Wire Expenditures</b>	<u>16,993.64</u>

**City Total To Be Approved**

1,391,897.22

**Liquor Misc ACH/Wires Paid**

11/3/2025 Credit Card Processing Fees - RWAS	6,198.60
11/3/2025 Credit Card Processing Fees - RWAS	517.51
11/3/2025 Credit Card Interchange Fees- RWAS	133.11
<b>Liquor ACH/Wire Expenditures</b>	<u>6,849.22</u>

**Liquor Total to Be Approved**

6,849.22

# Accounts Payable

## Computer Check Proof List by Vendor

User: mrathlisberger@rogersmn.gov  
 Printed: 10/23/2025 - 1:12PM  
 Batch: 00005.10.2025



Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: adain 4285960	Adam's Pest Control Inc Event Center Pest Control 10/10/25	103.88	10/23/2025	100-410-1941-43100-0000	Check Sequence: 1 ACH Enabled: True
	Check Total:	103.88			
Vendor: aees 106167	Advanced Engineering & Environmental Services Inc Work On South Wellfield Wells September	5,791.25	10/23/2025	407-430-3121-43030-2409	Check Sequence: 2 ACH Enabled: True
	Check Total:	5,791.25			
Vendor: amerp 154213 154213	American Pressure Inc (.08) Rinse Away - 5 Gallon (100) Blue Tornado 1 Gallon	15.92 769.00	10/23/2025 10/23/2025	100-430-3000-42160-0000 100-430-3000-42160-0000	Check Sequence: 3 ACH Enabled: True
	Check Total:	784.92			
Vendor: amepr 11/16/2021	Amerigas Propane Escrow Refund Reissue Unclaimed Property	1,685.80	10/23/2025	100-000-0000-22040-0000	Check Sequence: 4 ACH Enabled: False
	Check Total:	1,685.80			
Vendor: antsp 443599 443599 443599 443599 443599 443599	Anthem Sports LLC Jaypro Nova Premiere Adj. Goal Pkg - Turf Facil Jaypro Box Lacrosse Goal W/Net - Turf Facility Official Lacrosse Goals W/Nets - Turf Facility Jaypro Lacrosse Goal Cart - Turf Facility Shipping & Handling - Turf Facility Jaypro 15' Player Bench Portable - Turf Facility	8,634.95 1,359.80 1,865.90 659.95 2,400.00 1,891.80	10/23/2025 10/23/2025 10/23/2025 10/23/2025 10/23/2025 10/23/2025	410-450-5200-45200-2201 410-450-5200-45200-2201 410-450-5200-45200-2201 410-450-5200-45200-2201 410-450-5200-45200-2201 410-450-5200-45200-2201	Check Sequence: 5 ACH Enabled: False
	Check Total:	16,812.40			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: arewa 3154	Arena Warehouse, LLC Turf Sweeper Freight	1,000.00	10/23/2025	Check Sequence: 6 410-450-5200-44310-2201	ACH Enabled: False
	Check Total:	1,000.00			
Vendor: arven 352789	Arvig Enterprises Fiber - SCP	22,469.55	10/23/2025	Check Sequence: 7 410-450-5200-45200-2104	ACH Enabled: False
	Check Total:	22,469.55			
Vendor: lubtec 3949881	Ascentek Motivity Multi-Purpose EP #2 Grease	414.56	10/23/2025	Check Sequence: 8 100-430-3000-42120-0000	ACH Enabled: False
	Check Total:	414.56			
Vendor: aspmi 361786 362637	Aspen Mills Polo & Pants-Admin/FF Class A-Asst Chief-J. Bebeau	149.94 931.95	10/23/2025 10/23/2025	Check Sequence: 9 100-420-2210-42180-0000 100-420-2210-42180-0000	ACH Enabled: False
	Check Total:	1,081.89			
Vendor: atek 28822 28822 28822 28822	ATEK Distribution LLC LED LOT Lighting Conversion Project - PW LED LOT Lighting Conversion Project - CH LED LOT Lighting Conversion Project - PW/CH LED LOT Lighting Conversion Project - PW/CH	1,093.03 468.44 1,561.47 -1,561.47	10/23/2025 10/23/2025 10/23/2025 10/23/2025	Check Sequence: 10 400-430-3000-45200-0000 400-430-3000-45200-0000 400-000-0000-10100-0000 400-000-0000-10100-4012	ACH Enabled: False
	Check Total:	1,561.47			
Vendor: beaoi 1129030	Beaudry Oil & Service Inc. Fuel - Unleaded & Diesel	14,959.37	10/23/2025	Check Sequence: 11 100-000-0000-14100-0000	ACH Enabled: True
	Check Total:	14,959.37			
Vendor: bnsf 90292058 90292058 90292058	BNSF Railway Company Fletcher Ln Xing Relocation Roadway Realignm Fletcher Ln Xing Relocation Roadway Realignm Fletcher Ln Xing Relocation Roadway Realignm	-41,632.98 41,632.98 41,632.98	10/23/2025 10/23/2025 10/23/2025	Check Sequence: 12 402-000-0000-10100-5000 402-000-0000-10100-0000 402-430-3121-45300-1409	ACH Enabled: False
	Check Total:	41,632.98			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: Wirbe	BreakThru Beverage Minnesota Wine & Sprirts			Check Sequence: 13	ACH Enabled: True
123766452	Wine	469.80	10/23/2025	609-497-9760-42530-0000	
123766453	Liquor	4,419.55	10/23/2025	609-497-9760-42510-0000	
123766454	Mix	272.72	10/23/2025	609-497-9760-42540-0000	
	Check Total:	5,162.07			
Vendor: bcabss	Bureau of Criminal Apprehension			Check Sequence: 14	ACH Enabled: False
00000892360	State Criminal Justice Data Network Fees - Annt	1,080.00	10/23/2025	100-420-2100-43190-0000	
	Check Total:	1,080.00			
Vendor: cabel	Cable Cloud			Check Sequence: 15	ACH Enabled: True
CC28258	RWAS Cabling Issue With HDMI Extenders	438.75	10/23/2025	609-497-9760-43100-0000	
	Check Total:	438.75			
Vendor: callto	CallTower Inc			Check Sequence: 16	ACH Enabled: True
202805716	Monthly Phone Service October	1,704.04	10/23/2025	100-410-1330-43250-0000	
	Check Total:	1,704.04			
Vendor: capbe	Capitol Beverage			Check Sequence: 17	ACH Enabled: True
3199865	Mix	38.80	10/23/2025	609-497-9760-42540-0000	
3199865	Beer	3,885.85	10/23/2025	609-497-9760-42520-0000	
3199865	NA	185.45	10/23/2025	609-497-9760-42540-0000	
3202025	Beer	146.40	10/23/2025	609-497-9760-42520-0000	
3203066	Liquor	818.30	10/23/2025	609-497-9760-42510-0000	
3203067	Beer Credit	-107.88	10/23/2025	609-497-9760-42520-0000	
3203069	NA	141.80	10/23/2025	609-497-9760-42540-0000	
3203069	Beer	1,793.55	10/23/2025	609-497-9760-42520-0000	
	Check Total:	6,902.27			
Vendor: cdwgo	CDW Government			Check Sequence: 18	ACH Enabled: True
AG3YT5I	Computer Replacement - S. Scharber	1,330.68	10/23/2025	100-410-1325-42010-0000	
	Check Total:	1,330.68			
Vendor: cdwgo	CDW Government			Check Sequence: 19	ACH Enabled: True

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
AG4DL8I	Computer Warranty - S. Scharber	25.84	10/23/2025	100-410-1325-42010-0000	
	Check Total:	25.84			
Vendor: cdwgo	CDW Government			Check Sequence: 20	ACH Enabled: True
AG4VH2F	Speakers -N. Pearson	29.94	10/23/2025	100-420-2100-42010-0000	
	Check Total:	29.94			
Vendor: cdwgo	CDW Government			Check Sequence: 21	ACH Enabled: True
AG5QD8C	Adobe Licenses - CD	1,159.12	10/23/2025	100-410-1910-43190-0000	
AG5QD8C	Adobe Licenses - Liquor	223.72	10/23/2025	609-497-9760-43190-0000	
AG5QD8C	Adobe Licenses - PW	335.58	10/23/2025	100-430-3000-43190-0000	
AG5QD8C	Adobe License - Field House	111.86	10/23/2025	209-450-5207-43190-0000	
AG5QD8C	Adobe Licenses - Eng	335.58	10/23/2025	100-410-1950-43190-0000	
AG5QD8C	Adobe Licenses - RAC	111.86	10/23/2025	205-450-5205-43190-0000	
AG5QD8C	Adobe Licenses	37.29	10/23/2025	601-494-9440-43190-0000	
AG5QD8C	Adobe Licenses - Admin	1,695.91	10/23/2025	100-410-1325-43190-0000	
AG5QD8C	Adobe Licenses - Police	1,342.32	10/23/2025	100-420-2100-43190-0000	
AG5QD8C	Adobe Licenses - Fire	671.16	10/23/2025	100-420-2210-43190-0000	
AG5QD8C	Adobe Licenses	37.29	10/23/2025	603-496-9495-43190-0000	
AG5QD8C	Adobe Licenses - Finance	559.30	10/23/2025	100-410-1520-43190-0000	
AG5QD8C	Adobe Licenses - Building	447.44	10/23/2025	100-420-2400-43190-0000	
AG5QD8C	Adobe Licenses - Senior	55.92	10/23/2025	100-450-5186-43190-0000	
AG5QD8C	Adobe Licenses - IS	335.58	10/23/2025	100-410-1330-43190-0000	
AG5QD8C	Adobe Licenses - PW	223.72	10/23/2025	603-496-9495-43190-0000	
AG5QD8C	Adobe Licenses - Event Center	55.93	10/23/2025	100-410-1941-43190-0000	
AG5QD8C	Adobe Licenses - PW	111.86	10/23/2025	601-494-9440-43190-0000	
AG5QD8C	Adobe Licenses	37.29	10/23/2025	602-495-9490-43190-0000	
AG5QD8C	Adobe Licenses - REC	223.72	10/23/2025	100-450-5120-43190-0000	
	Check Total:	8,112.45			
Vendor: berbe	Chas. A. Bernick, Inc.			Check Sequence: 22	ACH Enabled: False
10415706	Beer	1,828.35	10/23/2025	609-497-9760-42520-0000	
	Check Total:	1,828.35			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: cinco	Cintas Corporation			Check Sequence: 23	ACH Enabled: True
4246626832	Uniform - WTR 10/15/25	4.01	10/23/2025	601-494-9440-42180-0000	
4246626832	Uniform - PW 10/15/25	22.96	10/23/2025	100-430-3000-42180-0000	
4246626832	Uniform - PK 10/15/25	14.13	10/23/2025	100-450-5200-42180-0000	
4246626832	Uniform - SWR 10/15/25	4.00	10/23/2025	602-495-9490-42180-0000	
4246626832	Uniform - Janitorial 10/15/25	2.53	10/23/2025	100-410-1940-44060-0000	
4246626832	Mats & Towels 10/15/25	22.00	10/23/2025	100-430-3000-44060-0000	
4246626832	Uniform - Gen'l. Gov't. Bldgs. 10/15/25	2.88	10/23/2025	100-410-1940-42180-0000	
4246633482	PD Floor Mats - 10/15/2025	72.93	10/23/2025	100-420-2100-44060-0000	
	Check Total:	145.44			
Vendor: citro	City of Rogers			Check Sequence: 24	ACH Enabled: False
014216-000	Water - SCP Zamboni Fill - Sept 2025	18.41	10/23/2025	100-450-5200-43820-0000	
014292-000	Water - Fieldhouse Sept 2025	126.01	10/23/2025	209-450-5207-43820-0000	
	Check Total:	144.42			
Vendor: cit	Computer Integration Technologies Inc			Check Sequence: 25	ACH Enabled: True
502355	Endpoint Detection And DNS Filter	831.00	10/23/2025	100-410-1330-43190-0000	
	Check Total:	831.00			
Vendor: contec	Conference Technologies			Check Sequence: 26	ACH Enabled: False
P-INV036484	2508.105-AV/Controls/Teams-New OfficeArea-5	14,528.88	10/23/2025	449-420-2210-45200-2508	
P-INV036486	2508.203-AV/Control/Teams-Remodel Of CR-50	60,306.89	10/23/2025	449-420-2210-45200-2508	
P-INV036489	2508.304-Sound Masking-Operational Fire Area:	3,973.51	10/23/2025	449-420-2210-45200-2508	
P-INV036490	2508.107-Sound Masking-New Office Area-50%	4,111.74	10/23/2025	449-420-2210-45200-2508	
P-INV036582	Training Room - Audio Issue	875.00	10/23/2025	100-410-1330-43100-0000	
	Check Total:	83,796.02			
Vendor: mnpip	Core & Main LP			Check Sequence: 27	ACH Enabled: False
X928299	12X12 Catch Basin 2 Openings Black-Ind'l Bl	79.32	10/23/2025	603-496-9495-44055-0000	
X928299	Flat Grate Green - Ind'l. Blvd.	79.52	10/23/2025	603-496-9495-44055-0000	
X928299	Universal Lock Outlet - Ind'l Blvd	32.56	10/23/2025	603-496-9495-44055-0000	
	Check Total:	191.40			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: crowr	Crow River Farm Equipment			Check Sequence: 28	ACH Enabled: False
213585	#80 Offset Link	18.57	10/23/2025	100-430-3120-42100-0000	
213585	10' #80 Roller Chain	187.74	10/23/2025	100-430-3120-42100-0000	
213585	Model #110 Possi Lock	358.35	10/23/2025	100-430-3000-42102-0000	
213585	#80 Conn Link	7.02	10/23/2025	100-430-3120-42100-0000	
	Check Total:	571.68			
Vendor: cusco	Customer Contact Services			Check Sequence: 29	ACH Enabled: True
4388-101425	Answering Service October	72.80	10/23/2025	602-495-9490-43100-0000	
4388-101425	Answering Service October	72.80	10/23/2025	601-494-9440-43100-0000	
	Check Total:	145.60			
Vendor: dahdi	Dahlheimer Distributing Co.			Check Sequence: 30	ACH Enabled: True
2030-00018	Beer Credit	-30.00	10/23/2025	609-497-9760-42520-0000	
2030-00025	Beer Credit	-30.00	10/23/2025	609-497-9760-42520-0000	
2458453	Beer Credit	-60.00	10/23/2025	609-497-9760-42520-0000	
2472304	Beer Credit	-44.50	10/23/2025	609-497-9760-42520-0000	
2566643	Beer	8.46	10/23/2025	609-497-9760-42520-0000	
2566881	Beer	16.44	10/23/2025	609-497-9760-42520-0000	
2591095	Beer Credit	-60.00	10/23/2025	609-497-9760-42520-0000	
2600307	Liquor	3,184.00	10/23/2025	609-497-9760-42510-0000	
2600308	NA	227.95	10/23/2025	609-497-9760-42540-0000	
2600309	THC	972.00	10/23/2025	609-497-9760-42535-0000	
2600310	Beer	1,056.90	10/23/2025	609-497-9760-42520-0000	
2602682	Beer	16,414.20	10/23/2025	609-497-9760-42520-0000	
	Check Total:	21,655.45			
Vendor: ecsi	ECSI System Integrators			Check Sequence: 31	ACH Enabled: True
25080646	Replace Existing Lockset @ SCP	924.00	10/23/2025	410-450-5200-45200-2104	
25081288	Door System Software Upgrade @ PD	1,025.00	10/23/2025	100-410-1330-43100-0000	
	Check Total:	1,949.00			
Vendor: elamec	Elander Mechanical Inc			Check Sequence: 32	ACH Enabled: False
MH25-000103	MH25-000103 Mechanical Permit Refund	675.00	10/23/2025	100-420-2400-32225-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
MH25-000103	MH25-000103 Surcharge Refund	1.00	10/23/2025	100-000-0000-22020-0000	
MH25-000104	MH25-000104 Surcharge Refund	1.00	10/23/2025	100-000-0000-22020-0000	
MH25-000104	MH25-000104 Mechanical Permit Refund	675.00	10/23/2025	100-420-2400-32225-0000	
	Check Total:	1,352.00			
Vendor: facmo	Elliot Auto Supply Co, Inc.			Check Sequence: 33	ACH Enabled: False
1-11176819	#40-013 FVP P31TAGM Battery	586.50	10/23/2025	100-430-3120-42103-0000	
	Check Total:	586.50			
Vendor: feren	Ferguson Enterprises #1657			Check Sequence: 34	ACH Enabled: False
2077613	Galvanized MI 150# 90 ELL-SCP	39.67	10/23/2025	410-450-5200-45300-2104	
2077613	IGNKP 2X4 Galvanized Steel NIP-SCP	32.23	10/23/2025	410-450-5200-45300-2104	
	Check Total:	71.90			
Vendor: guape	Guardian Pest Solutions, Inc.			Check Sequence: 35	ACH Enabled: False
2692150	Hassan Town Hall Fall Treatment October	310.00	10/23/2025	100-410-1940-43100-0000	
2703686	Hassan Town Hall Pest Control October	33.60	10/23/2025	100-410-1940-43100-0000	
	Check Total:	343.60			
Vendor: dehmer	HAS LLC			Check Sequence: 36	ACH Enabled: False
4301	Fire Extinguisher Maintenance	382.72	10/23/2025	205-450-5205-44010-0000	
4301	Fire Extinguisher Maintenance	717.84	10/23/2025	100-430-3000-44010-0000	
4301	Fire Extinguisher Maintenance	200.93	10/23/2025	100-410-1940-44010-0000	
4301	Fire Extinguisher Maintenance	157.87	10/23/2025	100-420-2210-44010-0000	
4301	Fire Extinguisher Maintenance	23.92	10/23/2025	100-450-5200-44010-0000	
4301	Fire Extinguisher Maintenance	95.97	10/23/2025	100-410-1940-44010-0000	
	Check Total:	1,579.25			
Vendor: hassa	Hassan Sand & Gravel, Inc.			Check Sequence: 37	ACH Enabled: True
189823	Pulverized & Screened Topsoil - SCP	395.00	10/23/2025	410-450-5200-45300-2104	
	Check Total:	395.00			
Vendor: hawch	Hawkins Inc.			Check Sequence: 38	ACH Enabled: False
7228898	Chlorine Hydrofluosilicic Acid LPC-5	9,999.08	10/23/2025	601-494-9440-42160-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	9,999.08			
Vendor: hinksa 104	Samantha Hinkemeyer Rooted In Rogers Videos (4)	667.00	10/23/2025	203-465-6500-44601-0000	Check Sequence: 39 ACH Enabled: True
	Check Total:	667.00			
Vendor: impda 4434999	Imperial Dade Stellar Glass & Surface Cleaner - Turf Facility	105.18	10/23/2025	410-450-5200-45200-2201	Check Sequence: 40 ACH Enabled: False
4434999	Kaiblooley Restroom Cleaner - Turf Facility	131.52	10/23/2025	410-450-5200-45200-2201	
4434999	Enmotion Towel White Roll Towel - Turf Facility	265.88	10/23/2025	410-450-5200-45200-2201	
4434999	Kaibosh Disinfectant - Turf Facility	131.85	10/23/2025	410-450-5200-45200-2201	
4434999	Neutral Disinfectant Cleaner - Turf Facility	128.83	10/23/2025	410-450-5200-45200-2201	
4434999	Coreless Toilet Paper - Turf Facility	180.52	10/23/2025	410-450-5200-45200-2201	
4434999	Trigger Sprayer - Turf Facility	5.40	10/23/2025	410-450-5200-45200-2201	
4434999	BioZyme Neutral Clearner Enzymatic - Turf Facility	100.08	10/23/2025	410-450-5200-45200-2201	
4434999	Waxed Sanitary Liners - Turf Facility	30.59	10/23/2025	410-450-5200-45200-2201	
4434999	Sanitary Bed Liners (Baby Chg St) - Turf Facility	70.03	10/23/2025	410-450-5200-45200-2201	
4434999	Lavanda Verde Foaming Soap - Turf Facility	130.28	10/23/2025	410-450-5200-45200-2201	
4434999	32Oz Spray Bottle - Turf Facility	5.40	10/23/2025	410-450-5200-45200-2201	
4434999	GreenNSeal All Purpose Peroxide - Turf Facility	88.61	10/23/2025	410-450-5200-45200-2201	
	Check Total:	1,374.17			
Vendor: innof IN4958941	Innovative Office Solutions LLC Packaging Tape	1.92	10/23/2025	603-496-9495-42000-0000	Check Sequence: 41 ACH Enabled: True
IN4958941	Strapping Tape	48.72	10/23/2025	100-410-1940-42100-0000	
IN4958941	Packaging Tape	1.93	10/23/2025	602-495-9490-42000-0000	
IN4958941	Packaging Tape	1.93	10/23/2025	601-494-9440-42000-0000	
IN4958941	Packaging Tape	1.92	10/23/2025	100-450-5200-42000-0000	
IN4958941	Packaging Tape	1.92	10/23/2025	100-430-3000-42000-0000	
IN4958941	Packaging Tape	1.92	10/23/2025	100-410-1950-42000-0000	
	Check Total:	60.26			
Vendor: irs 2015A	Internal Revenue Service Center Form 8038-T Arbitrage Rebate EIN 41-1243530	451.80	10/23/2025	341-470-7000-43140-0000	Check Sequence: 42 ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
2015A	Form 8038-T Arbitrage Rebate EIN 41-1243530	451.79	10/23/2025	330-470-7000-43140-0000	
	Check Total:	903.59			
Vendor: kengr	Kennedy & Graven, Chartered			Check Sequence: 43	ACH Enabled: True
RG135-00001	General Municipal Matters September 2025	936.70	10/23/2025	100-410-1325-43040-0000	
RG135-00011	Police Department Matter September 2025	614.50	10/23/2025	100-420-2100-43040-0000	
RG135-00020	Duffy Development September 2025	1,513.50	10/23/2025	203-410-1325-43040-8150	
RG135-00039	Purdue Bankruptcy September 2025	51.90	10/23/2025	100-410-1325-43040-0000	
RG135-00054	Edgewater 3rd Subdivision September 2025	242.50	10/23/2025	100-410-1325-43040-8150	
RG135-00087	Towns At Fox Creek Second Addition September	105.00	10/23/2025	100-410-1325-43040-8150	
RG135-00098	Franchise Fee Ordinance Sept 2025	283.50	10/23/2025	401-430-3121-43040-0000	
RG135-00099	Franchise Fee Ordinance September 2025	283.50	10/23/2025	401-430-3121-43040-0000	
RG135-00117	2025 City Council Meetings September 2025	1,406.50	10/23/2025	100-410-1325-43040-0000	
RG135-00120	Sale Of Property To Conneran (Little Caesars) St	24.00	10/23/2025	408-430-3330-43040-0000	
RG135-00124	Justen Park 3rd Add. (Restoration Network) Sep	181.50	10/23/2025	100-410-1325-43040-8150	
	Check Total:	5,643.10			
Vendor: kjoen	Kjolhaug Environmental Serv LLC			Check Sequence: 44	ACH Enabled: True
810688	City Of Rogers - CSAH 81 Delineation	515.25	10/23/2025	603-496-9495-43030-0000	
810713	City Of Rogers - CSAH 81 LGU	330.00	10/23/2025	603-496-9495-43030-0000	
810730	City Of Rogers 13860 Northdale Blvd (Rogers V	330.00	10/23/2025	603-496-9495-43030-8150	
810731	City Of Rogers - Pulte - Gmach LGU	275.00	10/23/2025	603-496-9495-43030-8150	
	Check Total:	1,450.25			
Vendor: lels	Law Enforcement Labor Services, Inc.			Check Sequence: 45	ACH Enabled: True
October 2025	October 2025 Union Dues - Sergeants	292.00	10/23/2025	100-000-0000-21709-0000	
October 2025	October 2025 Union Dues - Patrol	1,241.00	10/23/2025	100-000-0000-21709-0000	
	Check Total:	1,533.00			
Vendor: lyn&mc	Lynde & McLeod, Inc			Check Sequence: 46	ACH Enabled: False
Y-10114	Yard Waste Activity September	4,146.07	10/23/2025	100-450-5200-43180-0000	
Y-10123	Yard Waste Rental For November	568.45	10/23/2025	100-450-5200-43180-0000	
	Check Total:	4,714.52			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: marco	Marco Inc			Check Sequence: 47	ACH Enabled: True
10/15/2025	Copier / Printer Contract November	2,126.43	10/23/2025	100-430-3000-44120-0000	
10/15/2025	Copier / Printer Contract November	2,032.86	10/23/2025	100-420-2210-44120-0000	
10/15/2025	Copier / Printer Contract November	266.29	10/23/2025	100-410-1520-44120-0000	
10/15/2025	Copier / Printer Contract November	367.20	10/23/2025	100-450-5120-44120-0000	
10/15/2025	Copier / Printer Contract November	140.29	10/23/2025	603-496-9495-44120-0000	
10/15/2025	Copier / Printer Contract November	96.40	10/23/2025	100-450-5186-44120-0000	
10/15/2025	Copier / Printer Contract November	1,996.41	10/23/2025	100-420-2100-44120-0000	
10/15/2025	Copier / Printer Contract November	194.13	10/23/2025	609-497-9760-44120-0000	
10/15/2025	Copier / Printer Contract November	244.80	10/23/2025	205-450-5205-44120-0000	
10/15/2025	Copier / Printer Contract November	140.29	10/23/2025	601-494-9440-44120-0000	
10/15/2025	Copier / Printer Contract November	140.29	10/23/2025	602-495-9490-44120-0000	
10/15/2025	Copier / Printer Contract November	802.65	10/23/2025	100-410-1325-44120-0000	
	Check Total:	8,548.04			
Vendor: bazil	Adam Marshall			Check Sequence: 48	ACH Enabled: False
307	The Bazillions 8/6/2025 Performance - A. Marsh	500.00	10/23/2025	100-450-5120-43445-0000	
	Check Total:	500.00			
Vendor: mattri	Matheson Tri-Gas Inc			Check Sequence: 49	ACH Enabled: False
0032112312	PD Monthly Medical Oxygen - September	263.80	10/23/2025	100-420-2100-42170-0000	
	Check Total:	263.80			
Vendor: metcou	Metropolitan Council Environmental Services			Check Sequence: 50	ACH Enabled: True
Sept 2025	SAC Report Sept 2025	76,264.65	10/23/2025	408-430-3330-43851-0000	
	Check Total:	76,264.65			
Vendor: milch	Miller Chevrolet			Check Sequence: 51	ACH Enabled: False
190065	#35-024 Latch 16.330	93.12	10/23/2025	601-494-9440-42103-0000	
190065	#35-024 Latch 16.330	93.11	10/23/2025	602-495-9490-42103-0000	
	Check Total:	186.23			
Vendor: mncccl	Minnesota Counseling & Couples			Check Sequence: 52	ACH Enabled: True
477514	Wellness Session #9	250.00	10/23/2025	100-420-2100-43140-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
477764	Wellness Session #10	250.00	10/23/2025	100-420-2100-43140-0000	
	Check Total:	500.00			
Vendor: minco	Minnesota Dept of Commerce			Check Sequence: 53	ACH Enabled: False
103664	Unclaimed Property - American Tower	1,600.00	10/23/2025	201-000-0000-22040-0000	
103664	Unclaimed Property - Eric Rolseth	90.68	10/23/2025	601-000-0000-10100-0000	
103664	Unclaimed Property - A Or Tech Medical Device	1,977.83	10/23/2025	100-000-0000-22040-0000	
103664	Unclaimed Property - Eric Rolseth	99.87	10/23/2025	603-000-0000-10100-0000	
103664	Unclaimed Property - John Burke	13.00	10/23/2025	100-000-0000-21770-0000	
103664	Unclaimed Property - Marcus Preston	255.20	10/23/2025	601-000-0000-20200-0000	
103664	Unclaimed Property - Jana Alexander	25.00	10/23/2025	601-000-0000-20200-0000	
103664	Unclaimed Property - Olive Taylor	1.96	10/23/2025	603-000-0000-20200-0000	
103664	Unclaimed Property - Henry Loukusa	13.84	10/23/2025	601-000-0000-20200-0000	
103664	Unclaimed Property - Olive Taylor	4.12	10/23/2025	603-000-0000-20200-0000	
103664	Unclaimed Property - Logan Rice	90.79	10/23/2025	601-000-0000-20200-0000	
103664	Unclaimed Property - Concerned About ISD 728	60.00	10/23/2025	205-450-5205-34795-0000	
103664	Unclaimed Property - Walnut Creek Investors	1,747.00	10/23/2025	100-000-0000-22040-0000	
103664	Unclaimed Property - Amar Gaddam	25.70	10/23/2025	601-000-0000-20200-0000	
103664	Unclaimed Property - Eric Rolseth	149.35	10/23/2025	602-000-0000-10100-0000	
103664	Unclaimed Property - Matthew Johnson	56.08	10/23/2025	601-000-0000-20200-0000	
103664	Unclaimed Property - Olive Taylor	5.00	10/23/2025	100-000-0000-20200-0000	
	Check Total:	6,215.42			
Vendor: minui	Minnesota UI Fund			Check Sequence: 54	ACH Enabled: False
10/08/2025	Unemployment 3rd Quarter 2025	575.73	10/23/2025	100-450-5200-41030-0000	
	Check Total:	575.73			
Vendor: towma	Monroe Towmaster LLC			Check Sequence: 55	ACH Enabled: True
90002331	#40-007 Valve Solenoid For Tailgate 12V	47.04	10/23/2025	602-495-9490-42103-0000	
90002331	#40-007 Valve Solenoid For Tailgate 12V	47.05	10/23/2025	601-494-9440-42103-0000	
	Check Total:	94.09			
Vendor: napa	NAPA Auto Parts			Check Sequence: 56	ACH Enabled: False
410022	Marker	14.04	10/23/2025	100-430-3000-42103-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
410022	Tire Marker	14.04	10/23/2025	100-430-3000-42103-0000	
410022	Metal Marker Neon Org	7.02	10/23/2025	100-430-3000-42103-0000	
	Check Total:	35.10			
Vendor: offde	Office Depot			Check Sequence: 57	ACH Enabled: False
442901767001	New Toner - SRO Justen	299.56	10/23/2025	100-420-2100-42000-0000	
	Check Total:	299.56			
Vendor: optum	Optum			Check Sequence: 58	ACH Enabled: False
0001815413	HSA Admin Fee 3rd Quarter 2025	344.50	10/23/2025	100-410-1325-44300-0000	
	Check Total:	344.50			
Vendor: repse	Republic Services #899			Check Sequence: 59	ACH Enabled: False
0899-004850876	RAC Garbage Service - Oct 2025	265.08	10/23/2025	205-450-5205-43840-0000	
0899-004851230	Event Center Garbage Service - Sept 2025	472.91	10/23/2025	100-410-1941-43840-0000	
	Check Total:	737.99			
Vendor: rinsy	Rink Systems, Inc			Check Sequence: 60	ACH Enabled: False
102858	SCP Warming House Benches	8,150.00	10/23/2025	410-450-5200-45300-2104	
	Check Total:	8,150.00			
Vendor: rogtr	Rogers Ace			Check Sequence: 61	ACH Enabled: False
30280	Black & Gold Drill Bit 3/8X12"	19.99	10/23/2025	100-410-1940-42100-0000	
30287	Shovel Round Point 61"L WD	67.98	10/23/2025	100-430-3120-42105-0000	
30292	Scraper Bent 3" Thread	9.99	10/23/2025	100-430-3120-42105-0000	
30292	Scraper 3" Threaded	9.99	10/23/2025	100-430-3120-42105-0000	
30305	Single Cut Key - Jason D.	2.49	10/23/2025	100-410-1940-42100-0000	
	Check Total:	110.44			
Vendor: midfo	Roseville Midway Ford			Check Sequence: 62	ACH Enabled: True
907933	Fog Rotor AS	167.58	10/23/2025	100-420-2100-42103-0000	
907935	Fog Kit - BR	63.90	10/23/2025	100-420-2100-42103-0000	
	Check Total:	231.48			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: adson 1632	Myron Daniel Russell Jr. Board Cleaning & Sealing	750.00	10/23/2025	Check Sequence: 63 205-450-5205-43140-0000	ACH Enabled: False
	Check Total:	750.00			
Vendor: stcro 9119	St. Croix Fire & Safety Inc Semi-Annual Maintenance Of Restaurant Suppre	120.00	10/23/2025	Check Sequence: 64 100-410-1941-44010-0000	ACH Enabled: False
9119	K-style 360 Degree Fusible Link	126.00	10/23/2025	100-410-1941-44010-0000	
9119	500 Degree Fusible Link	36.00	10/23/2025	100-410-1941-44010-0000	
	Check Total:	282.00			
Vendor: strei I1788257	Streicher's Inc. Uniforms - New CSO Yang	787.89	10/23/2025	Check Sequence: 65 100-420-2100-42180-0000	ACH Enabled: False
	Check Total:	787.89			
Vendor: onene D-511639	theipguys.net LLC Monthly Fiber Data & Analog Services Novemb	1,391.88	10/23/2025	Check Sequence: 66 100-410-1330-43250-0000	ACH Enabled: False
	Check Total:	1,391.88			
Vendor: thrriump 2025 Season	Three Rivers Umpire Assoc. 2025 Slow Pitch Umpire Fees (Balance)	480.00	10/23/2025	Check Sequence: 67 100-450-5120-43100-0000	ACH Enabled: False
	Check Total:	480.00			
Vendor: topfe 2332	Top Line Fence LLC Repair Backstop NCP-Remove/Replace/Haul Aw	4,350.00	10/23/2025	Check Sequence: 68 100-450-5200-43100-0000	ACH Enabled: False
	Check Total:	4,350.00			
Vendor: twicig 433344994	Twin City Garage Door Co. Repair SE Door Was Closing Crooked Up By Or	888.80	10/23/2025	Check Sequence: 69 100-430-3000-44010-0000	ACH Enabled: True
	Check Total:	888.80			
Vendor: twicis S-INV018298	Twin City Seed Co Dense Shade Lawn Seed Mixture - SCP Trail	900.00	10/23/2025	Check Sequence: 70 410-450-5200-45300-2104	ACH Enabled: False
	Check Total:	900.00			
Vendor: serth	US Ice Rink Association			Check Sequence: 71	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
202524164	Facility Membership Fee 11/1/25-10/31/26	350.00	10/23/2025	205-450-5205-44330-0000	
	Check Total:	350.00			
Vendor: verwi	Verizon Wireless Services, LLC			Check Sequence: 72	ACH Enabled: True
6125142752	PD - October Verizon Wireless	1,884.61	10/23/2025	100-420-2100-43250-0000	
	Check Total:	1,884.61			
Vendor: verwi	Verizon Wireless Services, LLC			Check Sequence: 73	ACH Enabled: True
6125142754	Mobile Broadband-Water Sept	20.02	10/23/2025	601-494-9440-43250-0000	
6125142754	Mobile Broadband-Storm Water Sept	20.02	10/23/2025	603-496-9495-43250-0000	
6125142754	Mobile Broadband-Recreation NCP Sept	40.01	10/23/2025	100-450-5120-43250-0000	
6125142754	Mobile Broadband-PW Streets Sept	90.04	10/23/2025	100-430-3000-43250-0000	
6125142754	Mobile Broadband-Engineering Sept	80.02	10/23/2025	100-410-1950-43250-0000	
6125142754	Mobile Broadband-Parks Sept	20.02	10/23/2025	100-450-5200-43250-0000	
6125142754	Mobile Broadband-Lift Stations Sept	145.64	10/23/2025	602-495-9490-43250-0000	
	Check Total:	415.77			
Vendor: vonco	Vonco II, LLC			Check Sequence: 74	ACH Enabled: True
V20000089066	C & D Waste 1.85 Tons	107.41	10/23/2025	100-430-3000-43840-0000	
V20000089066	Street Sweeping Municipal	510.16	10/23/2025	603-496-9495-44050-0000	
	Check Total:	617.57			
Vendor: grain	W.W. Grainger, Inc.			Check Sequence: 75	ACH Enabled: True
9678687162	Water Pressure Reducing Valve 3/4"	125.98	10/23/2025	100-430-3000-42102-0000	
	Check Total:	125.98			
Vendor: watco	Watson Company			Check Sequence: 76	ACH Enabled: True
153193	RAC Concessions	485.14	10/23/2025	205-450-5205-42550-0000	
	Check Total:	485.14			
Vendor: webal	Webaloo LLC			Check Sequence: 77	ACH Enabled: True
13598-17675	Communications Consultant 10/06/25-10/12/25	108.00	10/23/2025	100-410-1325-43100-0000	
	Check Total:	108.00			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: wsbas	WSB & Associates, Inc.			Check Sequence: 78	ACH Enabled: True
R-017511-000-56	Skye Meadows 2nd Addition August 2025	360.00	10/23/2025	100-410-1950-43030-8150	
R-019314-000-40	Towns At Fox Creek (Busch) August 2025	720.00	10/23/2025	100-410-1950-43030-8150	
R-019437-000-44	Skye Meadows 3rd Addition August 2025	450.00	10/23/2025	100-410-1950-43030-8150	
R-019805-000-39	Aster Mills (Pulte) August 2025	720.00	10/23/2025	100-410-1950-43030-8150	
R-019812-000-37	Big Woods (Forestar) August 2025	1,440.00	10/23/2025	100-410-1950-43030-8150	
R-020120-000-39	Harvest View (Tamarack) August 2025	540.00	10/23/2025	100-410-1950-43030-8150	
R-020241-000-38	Grass Lake Preserve Development August 2025	720.00	10/23/2025	100-410-1950-43030-8150	
R-022690-000-29	Skye Meadows 4th Addition August 2025	450.00	10/23/2025	100-410-1950-43030-8150	
R-022691-000-26	Skye Meadows 5th Addition August 2025	1,080.00	10/23/2025	100-410-1950-43030-8150	
R-023286-000-10	Fletcher Bypass Improvements August 2025	31,189.25	10/23/2025	402-000-0000-10100-0000	
R-023286-000-10	Fletcher Bypass Improvements August 2025	31,189.25	10/23/2025	402-430-3121-43030-1409	
R-023286-000-10	Fletcher Bypass Improvements August 2025	-31,189.25	10/23/2025	402-000-0000-10100-5000	
R-023609-000-25	Aster Mills 2nd Addition August 2025	720.00	10/23/2025	100-410-1950-43030-8150	
R-030692-000-4	Big Woods 3rd Addition August 2025	5,478.75	10/23/2025	100-410-1950-43030-8150	
	Check Total:	43,868.00			
Vendor: xcele	Xcel Energy			Check Sequence: 79	ACH Enabled: False
51-0015186280-8	Temp. Electric Service @ Turf Facility Sept	53.32	10/23/2025	410-450-5200-44310-2201	
51-0015186280-8	Temp. Electric Service @ Turf Facility Sept	2,972.45	10/23/2025	410-450-5200-44310-2201	
	Check Total:	3,025.77			
Vendor: xcele	Xcel Energy			Check Sequence: 80	ACH Enabled: False
51-6488911-0	Traffic Signals September	1,179.99	10/23/2025	100-430-3120-43170-0000	
	Check Total:	1,179.99			
Vendor: xcele	Xcel Energy			Check Sequence: 81	ACH Enabled: False
51-6488910-9	Boyer -21701 Industrial Blvd. Sept	608.67	10/23/2025	100-410-1940-43810-0000	
51-6488910-9	Police Dept. - 21860 Industrial Blvd. Sept	594.42	10/23/2025	100-420-2100-43810-0000	
51-6488910-9	Fire Dept.-21201 Memorial Dr. Sept	-121.99	10/23/2025	100-420-2210-43810-0000	
51-6488910-9	Vacant City Bldg.-12909 Main St. Sept	33.80	10/23/2025	100-410-1940-43810-0000	
51-6488910-9	Civic Storage Bldg.-21195 Memorial Dr. Sept	31.93	10/23/2025	100-410-1940-43810-0000	
51-6488910-9	Sr. Center-12913 Main St Sept	61.15	10/23/2025	100-450-5186-43810-0000	
51-6488910-9	Hassan Town Hall-25000 Hassan Pkwy Sept	64.10	10/23/2025	100-410-1940-43810-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
51-6488910-9	Sec. Lights Civic Storage Bldg-21195 Mem'l Dr.	7.00	10/23/2025	100-410-1940-43810-0000	
51-6488910-9	Event Center-12716 Main St. Sept	1,447.75	10/23/2025	100-410-1941-43810-0000	
51-6488910-9	Community Rm-21201 Memorial Dr. Sept	-155.26	10/23/2025	100-410-1941-43810-0000	
51-6488910-9	City Hall-22350 S. Diamond Lk. Rd. Sept	18.83	10/23/2025	100-410-1940-43810-0000	
51-6488910-9	Public Works-22350 S. Diamond Lk. Rd. Sept	43.93	10/23/2025	100-430-3000-43810-0000	
	Check Total:	2,634.33			
Vendor: xcele	Xcel Energy			Check Sequence: 82	ACH Enabled: False
51-6488907-4	Towers & Wells Electric Service September	18,688.50	10/23/2025	601-494-9440-43810-0000	
	Check Total:	18,688.50			
Vendor: xcele	Xcel Energy			Check Sequence: 83	ACH Enabled: False
51-6488909-6	Triangle Park/Veteran's Mem'l - 12720 Main St S	42.24	10/23/2025	100-450-5200-43810-0000	
51-6488909-6	NCP - 13750 Bittersweet Dr September	1,642.48	10/23/2025	100-450-5200-43810-0000	
51-6488909-6	12475 Main St-SCP Well & Lights September	332.67	10/23/2025	100-450-5200-43810-0000	
51-6488909-6	Reservoir Fields Irrigation Sept	284.59	10/23/2025	100-450-5200-43810-0000	
51-6488909-6	13850 Bittersweet Lane Sept	133.18	10/23/2025	100-450-5200-43810-0000	
51-6488909-6	12521 Main St-Maintenance Bldg. September	105.27	10/23/2025	100-450-5200-43810-0000	
51-6488909-6	20859 141st Ave N Rogers Middle School Fields	1,903.36	10/23/2025	100-450-5200-43810-0000	
51-6488909-6	Lynch Park - 21901 137TH Ave N September	186.37	10/23/2025	100-450-5200-43810-0000	
51-6488909-6	Lions Splash Pad September	153.89	10/23/2025	100-450-5200-43810-0000	
51-6488909-6	12521 Main St-SCP Warming House Sept	275.94	10/23/2025	100-450-5200-43810-0000	
	Check Total:	5,059.99			
Vendor: yalme	Yale Mechanical, LLC			Check Sequence: 84	ACH Enabled: True
277117	RAC RTU Unit# 2 Service	527.56	10/23/2025	205-450-5205-44010-0000	
	Check Total:	527.56			
Vendor: ziein	Ziegler, Inc.			Check Sequence: 85	ACH Enabled: True
IN002104330	#50-006 Spacers	34.08	10/23/2025	100-430-3000-42103-0000	
IN002113366	Rental: Compressor To Blow Out Sprinkler Syst	713.75	10/23/2025	100-450-5200-44100-0000	
	Check Total:	747.83			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Total for Check Run:	467,622.33			
	Total of Number of Checks:	85			

# Accounts Payable

## Computer Check Proof List by Vendor

User: mrathlisberger@rogersmn.gov  
 Printed: 10/30/2025 - 8:58AM  
 Batch: 00006.10.2025



Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: ajfli 10212025	A Journey For Life Inc Wellness Visit #10 #11	360.00	10/31/2025	100-420-2100-43140-0000	Check Sequence: 1 ACH Enabled: False
	Check Total:	360.00			
Vendor: a1out 584949	A-1 Outdoor Power, Inc. Chain Brake Cover & Screw	13.24	10/31/2025	602-495-9490-42103-0000	Check Sequence: 2 ACH Enabled: False
584949	Gear Bevel	4.75	10/31/2025	602-495-9490-42103-0000	
584949	Gear Bevel	4.74	10/31/2025	601-494-9440-42103-0000	
584949	Chain Brake Cover & Screw	13.25	10/31/2025	601-494-9440-42103-0000	
	Check Total:	35.98			
Vendor: AFLAC 655783	AFLAC Aflac EE Paid Insurance Premiums - October 20	1,102.50	10/31/2025	100-000-0000-21751-0000	Check Sequence: 3 ACH Enabled: False
	Check Total:	1,102.50			
Vendor: ancso City Hall 20 #2	Anchor Solar Investments, LLC City Hall Solar PPA - Nov 2025	60.41	10/31/2025	100-410-1940-43810-0000	Check Sequence: 4 ACH Enabled: True
City Hall 20 #2	PW Solar PPA - Nov 2025	140.94	10/31/2025	100-430-3000-43810-0000	
City Hall PW 20	PW Solar PPA - Nov 2025	145.28	10/31/2025	100-430-3000-43810-0000	
City Hall PW 20	City Hall Solar PPA - Nov 2025	62.26	10/31/2025	100-410-1940-43810-0000	
N. Comm. Park 3	NCP Solar PPA - Nov 2025	431.61	10/31/2025	100-450-5200-43810-0000	
PD 20	PD Solar PPA - Nov 2025	207.54	10/31/2025	100-420-2100-43810-0000	
PD 20 #2	PD Solar PPA - Nov 2025	201.35	10/31/2025	100-420-2100-43810-0000	
RAC 20	RAC Solar PPA - Nov 2025	207.54	10/31/2025	205-450-5205-43810-0000	
RAC 20 #2	RAC Solar PPA - Nov 2025	201.35	10/31/2025	205-450-5205-43810-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	1,658.28			
Vendor: ancom	Ancom Communications Inc			Check Sequence: 5	ACH Enabled: True
130257	2805.315-VHF Back-Up-Operational Fire Areas	1,096.65	10/31/2025	449-420-2210-45200-2508	
130500	2508.317-USDD Station Alerti-50% Down-Op F	65,541.99	10/31/2025	449-420-2210-45200-2508	
130501	2508.401-USDD St 2 Controls-50% Down-Com	11,885.51	10/31/2025	449-420-2210-45200-2508	
	Check Total:	78,524.15			
Vendor: aswss	Louise Marie Anderson			Check Sequence: 6	ACH Enabled: True
October 2025	Social Work Supervision October	150.00	10/31/2025	100-420-2100-43100-0000	
	Check Total:	150.00			
Vendor: banco	Bancorp Bank N.A.			Check Sequence: 7	ACH Enabled: False
25-16061	Subpoena Fee - Case #25003578	80.00	10/31/2025	100-420-2100-43140-0000	
	Check Total:	80.00			
Vendor: belco	Bellboy Corporation			Check Sequence: 8	ACH Enabled: True
0300426600	THC	576.00	10/31/2025	609-497-9760-42535-0000	
	Check Total:	576.00			
Vendor: bolme	Bolton & Menk Inc			Check Sequence: 9	ACH Enabled: True
0376218	2024 Topographic Survey/Signal Rehab Design #	1,275.50	10/31/2025	401-430-3121-43030-2401	
0376220	Work On Lift Station No. 3 Rehabilitation #2507	11,831.00	10/31/2025	408-430-3330-43030-2507	
	Check Total:	13,106.50			
Vendor: boutr	Bound Tree Medical, LLC			Check Sequence: 10	ACH Enabled: False
85956543	Gauze Rolls X10	12.90	10/31/2025	100-420-2210-42170-0000	
	Check Total:	12.90			
Vendor: Wirbe	BreakThru Beverage Minnesota Wine & Sprints			Check Sequence: 11	ACH Enabled: True
123875861	NA Mix	132.00	10/31/2025	609-497-9760-42540-0000	
123875862	Liquor	1,059.10	10/31/2025	609-497-9760-42510-0000	
123875863	Wine	994.15	10/31/2025	609-497-9760-42530-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	2,185.25			
Vendor: minnc 720603112025	Business Planning Concepts Inc November NCPERS Life Insurance EE Reimbur	304.00	10/31/2025	100-000-0000-21704-0000	Check Sequence: 12 ACH Enabled: False
	Check Total:	304.00			
Vendor: capbe 3206203	Capitol Beverage Liquor	428.80	10/31/2025	609-497-9760-42510-0000	Check Sequence: 13 ACH Enabled: True
3206204	Beer Credit	-99.83	10/31/2025	609-497-9760-42520-0000	
3206205	Beer	73.60	10/31/2025	609-497-9760-42520-0000	
3206206	Beer	7,872.00	10/31/2025	609-497-9760-42520-0000	
3206206	NA	121.30	10/31/2025	609-497-9760-42540-0000	
	Check Total:	8,395.87			
Vendor: cdwgo AG4V21B	CDW Government 2508.101-Video Storage-New Office Area	1,987.56	10/31/2025	449-420-2210-45200-2508	Check Sequence: 14 ACH Enabled: True
	Check Total:	1,987.56			
Vendor: cdwgo AG4P42B	CDW Government 2508.318-Network Rack-Operational Fire Areas	360.81	10/31/2025	449-420-2210-45200-2508	Check Sequence: 15 ACH Enabled: True
AG4P42B	2508.101-Video Storage New Office Area	2,359.69	10/31/2025	449-420-2210-45200-2508	
AG4P42B	2508.303-Day Room Wifi-Operational Fire Area	779.72	10/31/2025	449-420-2210-45200-2508	
AG4P42B	2508.314-Rack Enclosure-Op Fire Area & Equip	1,444.17	10/31/2025	449-420-2210-45200-2508	
	Check Total:	4,944.39			
Vendor: cdwgo AG56B4S	CDW Government Viewsonic 27" 4K UHD Monitor - D. Cote	297.59	10/31/2025	100-410-1950-42010-0000	Check Sequence: 16 ACH Enabled: True
	Check Total:	297.59			
Vendor: cenhy 00657528	Central Hydraulics, Inc. #50-001 568-224 OR-70NBR-1.75x1/8-C/S(20)	0.88	10/31/2025	205-450-5205-42103-0000	Check Sequence: 17 ACH Enabled: True
00657528	#50-001 Repair Labor	175.00	10/31/2025	205-450-5205-42103-0000	
00657528	#50-001 568-014 OR-70NBR-1/2x1/16-C/S(50)	0.09	10/31/2025	205-450-5205-42103-0000	
00657528	#50-001 PS1500-32 PA-URE-2x0.115	7.76	10/31/2025	205-450-5205-42103-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
00657528	#50-001 ST-75 RW-95URE-0.750x1.125x0.188	4.68	10/31/2025	205-450-5205-42103-0000	
00657528	#50-001 612-200-050-SC WR-NYL-2x1/2x1/8-C	6.72	10/31/2025	205-450-5205-42103-0000	
00657528	#50-001 575-224 BU-90URE-1.75x1/8-C/S(10)	1.68	10/31/2025	205-450-5205-42103-0000	
	Check Total:	196.81			
Vendor: cenco	Century College			Check Sequence: 18	ACH Enabled: False
1327101	Instructor I X10	5,750.00	10/31/2025	100-420-2210-44360-0000	
1327102	Officer I - J. Ende	580.00	10/31/2025	100-420-2210-44360-0000	
1327103	Live Burn Train The Trainer-Hudson	350.00	10/31/2025	100-420-2210-44360-0000	
	Check Total:	6,680.00			
Vendor: embpw	Century Link			Check Sequence: 19	ACH Enabled: False
313022581	Telephone Service - Hassan Town Hall October	62.58	10/31/2025	100-410-1940-43210-0000	
313975749	Telephone Service - WTR October	64.37	10/31/2025	601-494-9440-43210-0000	
313975749	Telephone Service - RAC October	146.44	10/31/2025	205-450-5205-43210-0000	
313975749	Telephone Service - PW October	186.61	10/31/2025	100-430-3000-43210-0000	
313975749	Telephone Service - SWR October	57.72	10/31/2025	602-495-9490-43210-0000	
	Check Total:	517.72			
Vendor: berbe	Chas. A. Bernick, Inc.			Check Sequence: 20	ACH Enabled: False
10418288	THC	299.60	10/31/2025	609-497-9760-42535-0000	
10418289	NA	58.00	10/31/2025	609-497-9760-42540-0000	
10418289	Beer	1,538.10	10/31/2025	609-497-9760-42520-0000	
10418290	Beer Credit	-29.20	10/31/2025	609-497-9760-42520-0000	
	Check Total:	1,866.50			
Vendor: cinco	Cintas Corporation			Check Sequence: 21	ACH Enabled: True
4247381250	Uniform - WTR 10/22/25	4.01	10/31/2025	601-494-9440-42180-0000	
4247381250	Uniform - Janitorial 10/22/25	2.53	10/31/2025	100-410-1940-44060-0000	
4247381250	Uniform - PW 10/22/25	22.96	10/31/2025	100-430-3000-42180-0000	
4247381250	Uniform - PK 10/22/25	14.13	10/31/2025	100-450-5200-42180-0000	
4247381250	Uniform - SWR 10/22/25	4.00	10/31/2025	602-495-9490-42180-0000	
4247381250	Uniform - Gen'l. Gov't. Bldgs. 10/22/25	2.88	10/31/2025	100-410-1940-42180-0000	
4247381250	Mats & Towels 10/22/25	68.89	10/31/2025	100-430-3000-44060-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
4247386394	RWAS Mats & Towels 10/22/25	104.98	10/31/2025	609-497-9760-43100-0000	
4247386471	CR Floor Mats 10/22/25	11.25	10/31/2025	100-410-1940-44060-0000	
	Check Total:	235.63			
Vendor: citdi	Cities Digital Inc			Check Sequence: 22	ACH Enabled: False
65048	Laserfiche License For J. Bendiske	743.78	10/31/2025	100-410-1950-43190-0000	
	Check Total:	743.78			
Vendor: crytr	Crysteel Truck Equipment Inc			Check Sequence: 23	ACH Enabled: False
FP200741	Laser Line System	2,035.50	10/31/2025	100-430-3120-42103-0000	
FP200742	Laser Line System	4,007.25	10/31/2025	100-430-3120-42103-0000	
	Check Total:	6,042.75			
Vendor: dahdi	Dahlheimer Distributing Co.			Check Sequence: 24	ACH Enabled: True
2068642	Beer	8,968.50	10/31/2025	609-497-9760-42520-0000	
2606189	THC	161.75	10/31/2025	609-497-9760-42535-0000	
2606191	NA	87.60	10/31/2025	609-497-9760-42540-0000	
2606193	Beer	930.93	10/31/2025	609-497-9760-42520-0000	
2609095	Beer	151.00	10/31/2025	609-497-9760-42520-0000	
	Check Total:	10,299.78			
Vendor: delde	Delta Dental of Minnesota			Check Sequence: 25	ACH Enabled: False
RIS0006665665	November - EE Paid Dental Insurance	4,596.33	10/31/2025	100-000-0000-21707-0000	
	Check Total:	4,596.33			
Vendor: eldis	Dick Family Inc.			Check Sequence: 26	ACH Enabled: True
2188635	THC	247.76	10/31/2025	609-497-9760-42535-0000	
2192444	THC	75.48	10/31/2025	609-497-9760-42535-0000	
2192444	Beer	533.10	10/31/2025	609-497-9760-42520-0000	
2193222	Beer	119.00	10/31/2025	609-497-9760-42520-0000	
	Check Total:	975.34			
Vendor: foudi	Fourth Dimension Signs			Check Sequence: 27	ACH Enabled: False
1452	Nameplate - J. Johnson	48.95	10/31/2025	100-410-1330-42000-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	48.95			
Vendor: garre	Gartner Refrigeration Inc			Check Sequence: 28	ACH Enabled: False
12453797	RAC Compressor Panel Operation Repair	362.00	10/31/2025	205-450-5205-44010-0000	
12453818	RAC Shaft Seal On Compressor C1 Replacemen	1,448.00	10/31/2025	205-450-5205-44010-0000	
	Check Total:	1,810.00			
Vendor: mires	Global Reserve			Check Sequence: 29	ACH Enabled: True
ORD-20790	THC	716.00	10/31/2025	609-497-9760-42535-0000	
	Check Total:	716.00			
Vendor: guape	Guardian Pest Solutions, Inc.			Check Sequence: 30	ACH Enabled: False
2705054	Commercial Pest Control October	16.20	10/31/2025	100-410-1940-43140-0000	
2705054	Commercial Pest Control October	37.80	10/31/2025	100-430-3000-43140-0000	
2705279	Commercial Pest Control - PD October	54.00	10/31/2025	100-420-2100-43140-0000	
2707306	Commercial Pest Control-St 2-Oct '25	58.06	10/31/2025	100-420-2210-43100-0000	
	Check Total:	166.06			
Vendor: hawch	Hawkins Inc.			Check Sequence: 31	ACH Enabled: False
7235266	Chlorine & LPC-5	4,117.36	10/31/2025	601-494-9440-42160-0000	
	Check Total:	4,117.36			
Vendor: heapar	Health Partners			Check Sequence: 32	ACH Enabled: False
616867887484	November ER Paid Health Insurance	491.25	10/31/2025	203-465-6500-41310-0000	
616867887484	November ER Paid Health Insurance	6,095.81	10/31/2025	602-495-9490-41310-0000	
616867887484	November ER Paid Health Insurance	1,502.05	10/31/2025	100-450-5120-41310-0000	
616867887484	November ER Paid Health Insurance	36,789.08	10/31/2025	100-420-2100-41310-0000	
616867887484	November ER Paid Health Insurance	196.50	10/31/2025	100-420-2500-41310-0000	
616867887484	November ER Paid Health Insurance	383.40	10/31/2025	609-497-9780-41310-0000	
616867887484	November ER Paid Health Insurance	491.25	10/31/2025	100-450-5186-41310-0000	
616867887484	November ER Paid Health Insurance	3,882.75	10/31/2025	100-410-1910-41310-0000	
616867887484	November ER Paid Health Insurance	2,363.84	10/31/2025	603-496-9495-41310-0000	
616867887484	November ER Paid Health Insurance	491.25	10/31/2025	100-410-1941-41310-0000	
616867887484	November ER Paid Health Insurance	2,017.00	10/31/2025	100-420-2400-41310-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
616867887484	November ER Paid Health Insurance	982.50	10/31/2025	209-450-5207-41310-0000	
616867887484	November ER Paid Health Insurance	4,071.99	10/31/2025	609-497-9760-41310-0000	
616867887484	November ER Paid Health Insurance	227.07	10/31/2025	100-430-3245-41310-0000	
616867887484	November ER Paid Health Insurance	3,850.04	10/31/2025	100-410-1950-41310-0000	
616867887484	November ER Paid Health Insurance	1,213.69	10/31/2025	100-410-1330-41310-0000	
616867887484	November ER Paid Health Insurance	2,179.70	10/31/2025	205-450-5205-41310-0000	
616867887484	November ER Paid Health Insurance	2,147.94	10/31/2025	100-430-3000-41310-0000	
616867887484	November ER Paid Health Insurance	1,237.22	10/31/2025	100-410-1940-41310-0000	
616867887484	November ER Paid Health Insurance	6,488.80	10/31/2025	601-494-9440-41310-0000	
616867887484	November ER Paid Health Insurance	5,194.70	10/31/2025	100-430-3120-41310-0000	
616867887484	November ER Paid Health Insurance	6,923.10	10/31/2025	100-420-2210-41310-0000	
616867887484	November ER Paid Health Insurance	6,436.29	10/31/2025	100-410-1325-41310-0000	
616867887484	November ER Paid Health Insurance	2,844.99	10/31/2025	100-410-1520-41310-0000	
616867887484	November EE Paid Health Insurance	17,411.96	10/31/2025	100-000-0000-21706-0000	
616867887484	November ER Paid Health Insurance	7,464.83	10/31/2025	100-450-5200-41310-0000	
	Check Total:	123,379.00			
Vendor: hohen	Hohensteins Inc			Check Sequence: 33	ACH Enabled: False
869223	Beer	235.50	10/31/2025	609-497-9760-42520-0000	
869223	Mix	63.75	10/31/2025	609-497-9760-42540-0000	
	Check Total:	299.25			
Vendor: huikpl	Huikko Plumbing			Check Sequence: 34	ACH Enabled: False
P25-000068	P25-000068 Plumbing Surcharge Refund	1.00	10/31/2025	100-000-0000-22020-0000	
P25-000068	P25-000068 Plumbing Permit Fee Refund	75.00	10/31/2025	100-420-2400-32222-0000	
P25-000068	P25-000068 Plumbing Permit Fee Refund	50.00	10/31/2025	100-420-2400-32222-0000	
	Check Total:	126.00			
Vendor: impda	Imperial Dade			Check Sequence: 35	ACH Enabled: False
4439796	RWAS Trash Liners	223.20	10/31/2025	609-497-9760-42100-0000	
4440826	Kaiblooy Restroom Cleaner	394.56	10/31/2025	100-410-1940-42102-0000	
4440826	Kaibosh Disinfectant	131.85	10/31/2025	100-410-1940-42102-0000	
	Check Total:	749.61			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: istate	IState Truck Centers			Check Sequence: 36	ACH Enabled: False
C244019023:01	Engine 12 Core Actuator Kit	230.00	10/31/2025	100-420-2210-42103-0000	
C244019023:01	Engine 12 Actuator Kit	1,417.74	10/31/2025	100-420-2210-42103-0000	
C244019202:01	Engine 12 Core Refund	-250.18	10/31/2025	100-420-2210-42103-0000	
	Check Total:	1,397.56			
Vendor: jeffi	Jefferson Fire & Safety, Inc.			Check Sequence: 37	ACH Enabled: False
IN332667	Drop Tank	1,761.00	10/31/2025	207-420-2210-42105-0000	
IN332961	Mini 1FD0WHT7REF73659- Extinguisher Hold	353.15	10/31/2025	400-420-2210-45500-0000	
	Check Total:	2,114.15			
Vendor: johbr	Johnson Brothers Liquor Co.			Check Sequence: 38	ACH Enabled: False
2899923	Liquor	1,126.37	10/31/2025	609-497-9760-42510-0000	
2899924	Wine	705.66	10/31/2025	609-497-9760-42530-0000	
2901813	Liquor	702.94	10/31/2025	609-497-9760-42510-0000	
2901814	Wine	672.39	10/31/2025	609-497-9760-42530-0000	
2901852	Liquor	2,991.58	10/31/2025	609-497-9760-42510-0000	
2901853	Wine	2,538.64	10/31/2025	609-497-9760-42530-0000	
2901856	Liquor	4,162.31	10/31/2025	609-497-9760-42510-0000	
2901857	Liquor	395.31	10/31/2025	609-497-9760-42510-0000	
2904961	Liquor	535.95	10/31/2025	609-497-9760-42510-0000	
2904962	Wine	819.42	10/31/2025	609-497-9760-42530-0000	
2906661	Liquor	514.51	10/31/2025	609-497-9760-42510-0000	
2906662	Wine	706.62	10/31/2025	609-497-9760-42530-0000	
2906698	Liquor	960.39	10/31/2025	609-497-9760-42510-0000	
2906699	Wine	4,493.19	10/31/2025	609-497-9760-42530-0000	
2906700	Mix	91.77	10/31/2025	609-497-9760-42540-0000	
2906701	Liquor	2,892.36	10/31/2025	609-497-9760-42510-0000	
3804396	Beer	93.85	10/31/2025	609-497-9760-42520-0000	
5061934	Liquor	1,920.20	10/31/2025	609-497-9760-42510-0000	
5061935	Wine	2,536.99	10/31/2025	609-497-9760-42530-0000	
5061936	NA	89.77	10/31/2025	609-497-9760-42540-0000	
5065562	Liquor	935.45	10/31/2025	609-497-9760-42510-0000	
5065563	Wine	778.89	10/31/2025	609-497-9760-42530-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
5065564	Mix	155.82	10/31/2025	609-497-9760-42540-0000	
5067227	Liquor Event Center	436.00	10/31/2025	609-497-9780-42510-0000	
7538043	Wine	468.98	10/31/2025	609-497-9760-42530-0000	
	Check Total:	31,725.36			
Vendor: shagr 122-01248	Kelbro Company Ice	41.90	10/31/2025	609-497-9760-42570-0000	Check Sequence: 39 ACH Enabled: True
	Check Total:	41.90			
Vendor: lakre INV075463	Lake Restoration, Inc. Pond Treatment 22610 130th Ave. N.	389.00	10/31/2025	603-496-9495-43100-0000	Check Sequence: 40 ACH Enabled: False
	Check Total:	389.00			
Vendor: laneq 03-1193142	Lano Equipment, Inc. #15-018 BPA - Cab Filter	69.60	10/31/2025	100-450-5200-42103-0000	Check Sequence: 41 ACH Enabled: False
03-1193142	#15-018 BPA - Cab Air Filter	188.76	10/31/2025	100-450-5200-42103-0000	
03-1193142	#15-018 BPA Fuel Filter	183.68	10/31/2025	100-450-5200-42103-0000	
03-1193142	#15-018 Return BPA - Fuel Filters	-45.74	10/31/2025	100-450-5200-42103-0000	
03-1193535	#15-018 SPA - Switch	69.22	10/31/2025	100-450-5200-42103-0000	
	Check Total:	465.52			
Vendor: lawpr 9312765294	Lawson Products Battery Cleaner Acid Indicator 12 Oz	154.20	10/31/2025	100-430-3000-42160-0000	Check Sequence: 42 ACH Enabled: False
9312765295	E Type Retaining Ring Asst	89.34	10/31/2025	100-430-3000-42103-0000	
9312917441	Washers Screws Weights Wire Fuses & Nuts	495.52	10/31/2025	100-430-3000-42100-0000	
	Check Total:	739.06			
Vendor: leoda 023-10733-000-4	Leo A. Daly LLC Civic Campus Architect & Eng. Svcs Thru 10/24	42,394.35	10/31/2025	400-000-0000-10100-0000	Check Sequence: 43 ACH Enabled: False
023-10733-000-4	Civic Campus Architect & Eng. Svcs Thru 10/24	42,394.35	10/31/2025	400-420-2100-43030-2202	
023-10733-000-4	Civic Campus Architect & Eng. Svcs Thru 10/24	-42,394.35	10/31/2025	400-000-0000-10100-4014	
	Check Total:	42,394.35			
Vendor: lofda	Daniel Loftus				Check Sequence: 44 ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
25-0149	2508.206 Pool Table Relocation-Remodel Of CR	495.00	10/31/2025	449-420-2210-45200-2508	
	Check Total:	495.00			
Vendor: marqu 09/28/25	Mary Queen of Peace Special Event Escrow Refund - MQP	750.00	10/31/2025	100-000-0000-22004-0000	Check Sequence: 45 ACH Enabled: False
	Check Total:	750.00			
Vendor: mcfoa4 2025	MCFOA Region IV MCFOA IV 11/18/25 Mtg - S. Scharber/S. Brown	80.00	10/31/2025	100-410-1325-44360-0000	Check Sequence: 46 ACH Enabled: False
	Check Total:	80.00			
Vendor: menar 56387	Menards, Inc. New Car Scent Wipes	7.94	10/31/2025	100-430-3120-42100-0000	Check Sequence: 47 ACH Enabled: True
56534	Antiseize Dielec Grease 3oz	7.98	10/31/2025	601-494-9440-42100-0000	
56534	6X1-5/8" Drywall Screws	29.99	10/31/2025	601-494-9440-42100-0000	
56534	Works Toilet Bowl 32oz	13.44	10/31/2025	601-494-9440-42100-0000	
	Check Total:	59.35			
Vendor: mfscb 14806	MFSCB FAO Pumper & Aerial - Beach Carlson & Skom	951.00	10/31/2025	100-420-2210-44360-0000	Check Sequence: 48 ACH Enabled: False
	Check Total:	951.00			
Vendor: midret 09/13/25	Midwest Rett Syndrome Foundation Special Event Escrow Refund - Midwest Rett Sy	750.00	10/31/2025	100-000-0000-22004-0000	Check Sequence: 49 ACH Enabled: False
	Check Total:	750.00			
Vendor: schso P62156	MN Equipment Inc. #10-034 Lamp	55.54	10/31/2025	100-450-5200-42103-0000	Check Sequence: 50 ACH Enabled: True
P62156	#10-034 Bushing	8.02	10/31/2025	100-450-5200-42103-0000	
P62156	#10-034 Pin	56.87	10/31/2025	100-450-5200-42103-0000	
P62295	#10-051 HYD Wing Unlock	731.65	10/31/2025	100-450-5200-42103-0000	
P62463	#10-034 Socket	251.86	10/31/2025	100-450-5200-42103-0000	
P62463	#10-034 Pin	56.87	10/31/2025	100-450-5200-42103-0000	
P62463	#10-034 Bushing	8.02	10/31/2025	100-450-5200-42103-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
P62627	EPC201624 V - Belt	523.56	10/31/2025	100-450-5200-42103-0000	
P62628	#15-019 Hitch Pin 1-1/4"	15.96	10/31/2025	100-450-5200-42103-0000	
P62628	#15-019 Knob	32.42	10/31/2025	100-450-5200-42103-0000	
	Check Total:	1,740.77			
Vendor: minhi	MN Highway Safety & Research			Check Sequence: 51	ACH Enabled: False
337900-12241	Advanced Driving Skills Course X6	2,400.00	10/31/2025	100-420-2210-44360-0000	
337900-12255	EVOC/PIT Refresher Hybrid - Steele	535.00	10/31/2025	100-420-2100-44360-0000	
	Check Total:	2,935.00			
Vendor: napa	NAPA Auto Parts			Check Sequence: 52	ACH Enabled: False
410904	#15-018 Air Filter	25.52	10/31/2025	100-450-5200-42103-0000	
410904	#15-018 Air Filter	37.78	10/31/2025	100-450-5200-42103-0000	
410904	#15-018 Oil Filter	17.13	10/31/2025	100-450-5200-42103-0000	
411123	Fog Lamp Capsule	4.35	10/31/2025	100-430-3000-42103-0000	
411155	Engine Oil Filter	5.09	10/31/2025	100-450-5200-42103-0000	
	Check Total:	89.87			
Vendor: welse	North Star Alarm Inc			Check Sequence: 53	ACH Enabled: False
216702	RWAS Security Alarm System Replacement	3,037.52	10/31/2025	609-497-9760-44010-0000	
216702	RWAS Alarm October	58.85	10/31/2025	609-497-9760-43100-0000	
	Check Total:	3,096.37			
Vendor: norto	Northern Tool & Equipment			Check Sequence: 54	ACH Enabled: True
e18beb5c	Rubber Tip Blogun	21.84	10/31/2025	100-430-3000-42103-0000	
e18beb5c	Pressure Washer Degreaser	33.24	10/31/2025	100-430-3000-42160-0000	
	Check Total:	55.08			
Vendor: norfe	Northridge Fellowship			Check Sequence: 55	ACH Enabled: False
09/06/25	Special Event Escrow Refund-Northridge Fellow	750.00	10/31/2025	100-000-0000-22004-0000	
	Check Total:	750.00			
Vendor: offde	Office Depot			Check Sequence: 56	ACH Enabled: False
442091120001	Office Supplies - 128 GB USB Drives	77.46	10/31/2025	100-420-2100-42000-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
443081460001	Office Supplies - Notebooks	16.38	10/31/2025	100-420-2100-42000-0000	
	Check Total:	93.84			
Vendor: pauso 277906	Paustis & Sons Wine	448.00	10/31/2025	609-497-9760-42530-0000	ACH Enabled: True
	Check Total:	448.00			
Vendor: pomti 700074804	Pomp's Tire Service Inc. #35-024 Transforce AT2 F013868	342.10	10/31/2025	601-494-9440-42103-0000	ACH Enabled: True
700074804	#35-024 Transforce AT2 F013868	342.10	10/31/2025	602-495-9490-42103-0000	
700074807	#35-018 Transforce AT2 F013868	684.20	10/31/2025	100-450-5200-42103-0000	
	Check Total:	1,368.40			
Vendor: prelo 43319	Premier Locating Inc Locates 10/15/2025	193.50	10/31/2025	601-494-9440-43150-0000	ACH Enabled: False
43319	Locates 10/15/2025	193.50	10/31/2025	602-495-9490-43150-0000	
43319	Locates 10/15/2025	63.00	10/31/2025	603-496-9495-43150-0000	
	Check Total:	450.00			
Vendor: rakco 22610-253811	RAK Construction Inc 2508.205 Engineering-Wall Cut-Remodel Of CR	2,900.00	10/31/2025	449-420-2210-45200-2508	ACH Enabled: False
	Check Total:	2,900.00			
Vendor: reawa 2218258	Ready Watt Electric Siren Head Replacement	12,409.15	10/31/2025	100-420-2500-44070-0000	ACH Enabled: True
	Check Total:	12,409.15			
Vendor: repse 0899-004850685	Republic Services #899 RWAS Garbage September	1,017.67	10/31/2025	609-497-9760-43840-0000	ACH Enabled: False
	Check Total:	1,017.67			
Vendor: rogtr 30318	Rogers Ace Hex Nipple 3/4"X3/4" MPT	13.99	10/31/2025	100-430-3000-42103-0000	ACH Enabled: False
30337	Fuse MDGT Time Delay 20A	22.99	10/31/2025	100-430-3000-42103-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
30337	Fuse MDGT Time Delay 15A	22.99	10/31/2025	100-430-3000-42103-0000	
	Check Total:	59.97			
Vendor: rogyh 09/14/25	Rogers Youth Hockey Association Special Event Escrow Refund - RYHA	750.00	10/31/2025	100-000-0000-22004-0000	Check Sequence: 64 ACH Enabled: False
	Check Total:	750.00			
Vendor: souwi 2681285	Southern Glazers Wine & Spirits of Minnesota Liquor	6,851.77	10/31/2025	609-497-9760-42510-0000	Check Sequence: 65 ACH Enabled: False
2683932	Liquor	4,166.35	10/31/2025	609-497-9760-42510-0000	
2683933	Wine	1,296.04	10/31/2025	609-497-9760-42530-0000	
	Check Total:	12,314.16			
Vendor: block 09/19/25	The Block Special Event Escrow Refund - The Block	750.00	10/31/2025	100-000-0000-22004-0000	Check Sequence: 66 ACH Enabled: False
	Check Total:	750.00			
Vendor: onene D-511658	theipguys.net LLC Monthly Fiber Data & Analog Services Novemb	167.64	10/31/2025	609-497-9760-43250-0000	Check Sequence: 67 ACH Enabled: False
	Check Total:	167.64			
Vendor: vinin 0383000-IN	Vinocopia Inc Wine	125.98	10/31/2025	609-497-9760-42530-0000	Check Sequence: 68 ACH Enabled: True
0383000-IN	Liquor	715.25	10/31/2025	609-497-9760-42510-0000	
	Check Total:	841.23			
Vendor: grain 9678519233	W.W. Grainger, Inc. Hydrant Plug	17.81	10/31/2025	100-420-2210-42105-0000	Check Sequence: 69 ACH Enabled: True
	Check Total:	17.81			
Vendor: watco 153309	Watson Company RAC Concessions	361.86	10/31/2025	205-450-5205-42550-0000	Check Sequence: 70 ACH Enabled: True
	Check Total:	361.86			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: xcele	Xcel Energy			Check Sequence: 71	ACH Enabled: False
51-9712220-4	Streetlights-Unmetered September	8,244.79	10/31/2025	100-430-3120-43160-0000	
51-9712220-4	Streetlights-Metered September	757.37	10/31/2025	100-430-3120-43160-0000	
	Check Total:	9,002.16			
Vendor: xcele	Xcel Energy			Check Sequence: 72	ACH Enabled: False
51-0014705272-9	Electric-St 2- Sept '25	1,459.84	10/31/2025	100-420-2210-43810-0000	
	Check Total:	1,459.84			
Vendor: xcele	Xcel Energy			Check Sequence: 73	ACH Enabled: False
51-6488908-5	Lift Stations September	1,741.46	10/31/2025	602-495-9490-43810-0000	
	Check Total:	1,741.46			
	Total for Check Run:	414,460.37			
	Total of Number of Checks:	73			



**STAFF REPORT**  
**ROGERS CITY COUNCIL**

**Meeting Date:** November 13, 2025

**Agenda Item:** 5.3

**Subject:** Motion to Schedule a Worksession at 6:00 p.m. on December 9, 2025 for a Review of City Ordinances and Codes

**Prepared By:**

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**Recommended Council Action**

**Overview / Background / Analysis**

**Staff Recommendation**

**Financial Impact:**

**Source Fund:**

**Budgeted?**

**Supporting Documentation**

None



**STAFF REPORT**  
**ROGERS CITY COUNCIL**

**Meeting Date:** November 13, 2025

**Agenda Item:** 5.4

**Subject:** Approval of 2026 Tobacco Licenses

**Prepared By:** Stacie Brown, City Clerk

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**Recommended Council Action**

Motion to approve the 2025 Tobacco Licenses as presented.

**Overview / Background / Analysis**

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

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

**Staff Recommendation**

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

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

**Financial Impact:**

**Source Fund:**

**Budgeted?** N/A

**Supporting Documentation**

None



**STAFF REPORT**

**Meeting Date:** November 13, 2025

**ROGERS CITY COUNCIL**

**Agenda Item:** 5.5

**Subject:** Approval of Resolution 2025-86 Declaring Saturday, November 29th as Small Business Saturday in the City of Rogers

**Prepared By:** Brett Angell, Community Development Director

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**Recommended Council Action**

Motion to approve Resolution 2025-86 declaring Saturday, November 29th as Small Business Saturday in the City of Rogers.

**Overview / Background / Analysis**

Small Business Saturday was originally created, and continues to be, a day to celebrate and support small and local businesses and all that they do for communities. Originally created in 2010 by the U.S. Small Business Administration and American Express, this day has become an integral part of the annual sales for commercial and small retail businesses.

Through Hennepin County, a multi-jurisdictional marketing campaign called 'Love Local' was created to encourage residents to support local businesses which create jobs, boost the local economy, and help make the community vibrant. This marketing campaign has been designed to further promote Small Business Saturday within Hennepin County communities.

The Love Local campaign and efforts related to this campaign of supporting small and local businesses align with the City of Rogers own economic development campaign of Rooted in Rogers. The Rooted in Rogers campaign seeks to advance the public recognition and promotion of the numerous amazing small businesses within the community which help make Rogers into the community it is. While Small Business Saturday is extremely important for local businesses, the intention of the City is to promote and support small businesses on this day and throughout the entire year.

Small Business Saturday falls on the Saturday following Thanksgiving Day and Black Friday. Historically, this day has helped ensure small businesses are promoted during the holiday shopping season, especially in light of these businesses typically having a lessened capacity or budget available for large-scale marketing efforts. The attached resolution declares Saturday, November 29th as Small Business Saturday within Rogers.

**Staff Recommendation**

Staff recommend approval of Resolution 2025-86 declaring Saturday, November 29th as Small Business Saturday in the City of Rogers.

**Financial Impact:** Not applicable.

**Source Fund:** Not applicable.

**Budgeted?** N/A

**Supporting Documentation**

A. Resolution No. 2025-86 Small Business Saturday

**RESOLUTION NO. 2025-86**

**A RESOLUTION DECLARING NOVEMBER 29<sup>TH</sup>, 2025 AS SMALL BUSINESS SATURDAY IN THE CITY OF ROGERS**

**WHEREAS**, the City of Rogers celebrates our local small businesses and the contributions they make to the local economy and community; and

**WHEREAS**, the City of Rogers is committed to the success of the small businesses within the community as detailed in the 2025 Economic Development Strategic Plan and through the Rooted in Rogers marketing campaign; and

**WHEREAS**, for many local residents the Thanksgiving holiday kicks off a season of gathering, dining, shopping, and experiencing arts and culture, and consumers know that supporting small, independently-owned businesses have positive social, economic, and environmental impacts; and

**WHEREAS**, the City of Rogers has partnered with Hennepin County and the Hennepin County Housing and Redevelopment Authority to launch the multijurisdictional Love Local campaign which encourages residents to support local businesses which create jobs, boost the local economy, and make our communities vibrant and livable; and

**WHEREAS**, the United States Small Business Association, as well as advocacy groups and other public and private organizations across the county, have endorsed the Saturday after Thanksgiving as Small Business Saturday.

**NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF ROGERS, MINNESOTA**, do hereby proclaim Saturday, November 29, 2025 as Small Business Saturday in Rogers and urge residents of our community to support small businesses and merchants on this day and throughout the year.

Moved by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_

The following voted in favor of said resolution:

The following voted against the same:

The following abstained:

Whereupon said resolution was declared duly passed and adopted, and was signed by the Mayor, and attested by the City Clerk dated this 13<sup>th</sup> day of November 2025.

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Shannon Klick, Mayor

ATTEST:

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Stacie Brown, City Clerk



**STAFF REPORT**

**Meeting Date:** November 13, 2025

**ROGERS CITY COUNCIL**

**Agenda Item:** 5.6

**Subject:** Approve Parking Restrictions on Portions of Quiram Drive and Marsh View Boulevard

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

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**Recommended Council Action**

Motion to Approve Resolution No. 2025-87 Restricting Parking on Quiram Drive and Marsh View Boulevard

**Overview / Background / Analysis**

Over the last several years, a tenant in the commercial buildings at 14525 James Road has been parking trucks, trailers and dumpsters on Quiram Drive or in the right-of-way.

Quiram Drive, which is only two-lanes-wide, is on the west side of the buildings. The truck and trailer parking makes it very difficult for snow plowing operations. The parking, often for extended periods of time, has also damaged the edges of the pavement and the boulevards, since there is no curb and gutter.

Staff recommends prohibiting parking on both sides of Quiram Drive from the south terminus to 147th Avenue.

Over the past few years, staff has received requests to prohibit parking on one side of Marsh View Boulevard between Northdale Drive and 137th Avenue. Marsh View Boulevard is 41-feet-wide on the east/west portion of the road near the commercial area and only 32-feet-wide on the north/south portion of the road near the townhomes and apartment.

Motorists and neighbors have expressed concerns about trucks parking on the north side Marsh View Boulevard while the driver dines at a local restaurant on the south side of the road. They claim the trucks block visibility for others attempting to exit the commercial area on the north side of the road and make it difficult for cars to pass in the travel lanes. This condition has been observed by staff on a number of occasions.

In addition, drivers park on both sides of the road on the north/south portion of the road making it difficult for cars to pass in the travel lanes without pulling over in the gaps in the parked vehicles. This has also been observed by staff on a number of occasions.

It has also been observed during snow plow operations, making it quite difficult for the snow plow to safely pass.

Staff recommends prohibiting parking on the north and west sides of Marsh View between Northdale Boulevard and 137th Avenue.

**Staff Recommendation**

Motion to Approve Resolution No. 2025-87 Restricting Parking on Quiram Drive and Marsh View Boulevard

**Financial Impact:** N/A

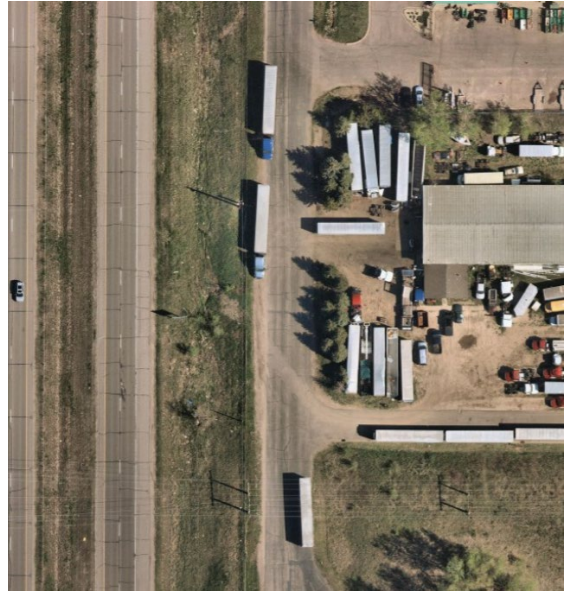
**Source Fund:** N/A

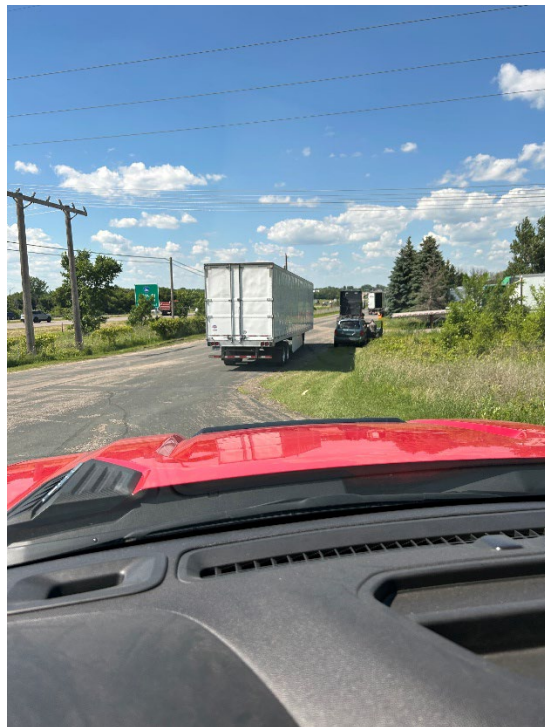
**Budgeted?** N/A

**Supporting Documentation**

- A. Quiram Marsh View Photos
- B. 2025-87 A Resolution Restricting Parking for Quiram Drive and Marsh View Boulevard

Quiram Drive





Marsh View Boulevard







**RESOLUTION NO. 2025-87**

**A RESOLUTION RESTRICTING PARKING FOR PORTIONS OF QUIRAM DRIVE AND MARSHVIEW BOULEVARD**

**WHEREAS**, Minnesota Statutes § 169.04(1) allows local authorities to, within the corporate limits of a municipality, regulate the stopping, standing or parking of vehicles; and

**WHEREAS**, Rogers City Code Section 42-123 allows the City Council to, by resolution or ordinance, designate certain streets or portions of streets as no parking or no stopping or standing zones and may limit the hours in which the restrictions apply; and

**WHEREAS**, Truck and trailer parking on Quiram Drive, which is only two-lanes-wide, makes it very difficult for snow plowing operations; and

**WHEREAS**, Parking Quiram Drive, often for extended periods of time, has damaged the edges of the pavement and the boulevards, since there is no curb and gutter; and

**WHEREAS**, Truck parking on Marsh View Boulevard blocks visibility for others attempting to exit the commercial area on the north side of the road and make it difficult for cars to pass in the travel lanes; and

**WHEREAS**, Parking on Marsh View Boulevard makes it difficult for cars to pass in the travel lanes without pulling over in the gaps in the parked vehicles and makes it quite difficult for the snow plow to safely pass.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Rogers, Minnesota that the City of Rogers shall prohibit the parking of motor vehicles at all times on the following street segments:

1. Both sides of Quiram Drive from the south terminus to 147<sup>th</sup> Avenue.
2. The north and west sides of Marsh View Boulevard between Northdale Boulevard and 137<sup>th</sup> Avenue.

Moved by Councilmember \_\_\_\_\_, seconded by \_\_\_\_\_

Councilmember The following voted in favor of said resolution:

The following voted against the same:

The following abstained:

Whereupon said resolution was declared duly passed and adopted, and was signed by the Mayor, and attested by the Clerk dated this 26th day of August, 2025.

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Shannon Klick, Mayor

ATTEST:

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Stacie Brown, City Clerk



**STAFF REPORT**

**Meeting Date:** November 13, 2025

**ROGERS CITY COUNCIL**

**Agenda Item:** 5.7

**Subject:** Approve Change Order No. 17 (Labor) and Change Order No. 18 (Materials) for HealthPartners Fieldhouse Facility, City Project No. 2201

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

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**Recommended Council Action**

Motion to Approve Change Order No. 17 (Labor) and Change Order No. 18 (Materials) for HealthPartners Fieldhouse 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 which is now called the HealthPartners Fieldhouse. 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. On October 14, 2025, the City Council approved Change Order No 15 in the amount of \$9,528.17 and Change Order No. 16 in the amount of \$3,686.75.

Change Order No. 17 (Labor) and Change Order No. 18 (Material) were created to get the original contract amount corrected on the payment applications. There were 5 internal changes that were trying to pull from the labor side of the contract to material side of the contract, which was creating errors in the contract amount shown on the payment applications. Overall these change orders are a zero dollar change to the owner but needed to be corrected so the contract amounts shown on the payment applications match the original contract amounts.

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. 17 and Change Order No. 18. 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 No. 17 (Labor) and Change Order No. 18 (Materials) for HealthPartners Fieldhouse Facility, City Project No. 2201

**Financial Impact:** \$0.00

**Source Fund:** LOST

**Budgeted?** Yes

**Supporting Documentation**

- A. Change Order No. 17 (Labor)
- B. Change Order No. 18 (Material)

**CHANGE ORDER NO. OCO-017**

**TITLE: 24.818 - OCO#017 - Labor**

**Date: Oct 29, 2025**

**PROJECT:**  
Rogers Indoor Turf Facility

**PROJECT NO: 24-818**

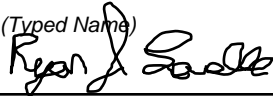
**TO CONTRACTOR:**  
Terra Construction  
21025 Commerce Blvd., Suite 1000  
Rogers MN 55374

**THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)*

COR142 Labor Contract Correction -5,580.72

The original Contract Sum was	\$6,675,628.34
The net change by previously authorized Change Orders	-111,572.07
The Contract Sum prior to this Change Order was	\$6,564,056.27
The Contract Sum will be increased by this Change Order in the amount of	-5,580.72
The New Contract Sum Including This Change Order	\$6,558,475.55
The Contract Time Will Not Be Changed	
The date of Substantial Completion as of the date of this Change Order	

JLG Architects	Terra Construction	City of Rogers
<b>ARCHITECT</b> (Firm name)	<b>CONTRACTOR</b> (Firm name)	<b>OWNER</b> (Firm name)
710 South 2nd Street, 8th Floor Minneapolis, MN 55401	21025 Commerce Blvd., Suite 1000 Rogers MN 55374	22350 South Diamond Lake Road Rogers MN 55374
<b>ADDRESS</b>	<b>ADDRESS</b>	<b>ADDRESS</b>
Ryan Lovelle	Jake Dahlheimer	Doran Cote
(Typed Name)	(Typed Name)	(Typed Name)
		
<b>BY</b> (Signature)	<b>BY</b> (Signature)	<b>BY</b> (Signature)
10/29/2025		
<b>DATE</b>	<b>DATE</b>	<b>DATE</b>

**CHANGE ORDER NO. OCO-018**

**TITLE: 24.818 - OCO#018 - Materials**

**Date: Oct 29, 2025**

**PROJECT:**  
Rogers Indoor Turf Facility

**PROJECT NO: 24-818**


**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)*

COR141                      Material Contract Correction                      \$5,580.72

The original Contract Sum was	\$6,861,067.12
The net change by previously authorized Change Orders	\$429,373.25
The Contract Sum prior to this Change Order was	\$7,290,440.37
The Contract Sum will be increased by this Change Order in the amount of	\$5,580.72
The New Contract Sum Including This Change Order	\$7,296,021.09
The Contract Time Will Not Be Changed	
The date of Substantial Completion as of the date of this Change Order	

JLG Architects	Terra Construction	City of Rogers
ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)
710 South 2nd Street, 8th Floor Minneapolis, MN 55401	21025 Commerce Blvd., Suite 1000 Rogers MN 55374	22350 South Diamond Lake Road Rogers MN 55374
ADDRESS	ADDRESS	ADDRESS
Ryan Lovelle	Jake Dahlheimer	Doran Cote
(Typed Name)	(Typed Name)	(Typed Name)
		
BY (Signature)	BY (Signature)	BY (Signature)
10/29/2025		
DATE	DATE	DATE



**STAFF REPORT**

**Meeting Date:** November 13, 2025

**ROGERS CITY COUNCIL**

**Agenda Item:** 5.8

**Subject:** Approval of Resolution 2025-85 Approving a Site Plan for the Rogers Commerce Boulevard Small Bay Warehouse Development

**Prepared By:** Eric Burtness, Community Development Specialist

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### **Recommended Council Action**

Motion to approve Resolution 2025-85 Approving a Site Plan for the Rogers Commerce Boulevard Small Bay Warehouse development, subject to the terms and conditions as listed in the resolution.

### **Overview / Background / Analysis**

The applicant, CRCL Group, has submitted a Site Plan Application for the development of two small-bay office/warehouse buildings totaling approximately 62,190 square feet on a 3.47-acre parcel located along Commerce Boulevard. The property is zoned Regional Employment Center (RC) and guided Mixed Use Regional under the City's 2040 Comprehensive Plan. The development is designed to serve small businesses and users seeking flexible space for office, storage, and warehouse-style workspace.

The proposed development consists of two single-story buildings providing individually owned or leased bays for small business tenants. Each unit features an overhead door, pedestrian access, and the option for an internal office or mezzanine. This type of development is intended to support local entrepreneurs, contractors, distributors, and hobbyist users seeking secure, climate-controlled spaces for business operations or vehicle storage. The proposal represents a low-intensity, flexible use consistent with the City's RC zoning and the Mixed-Use Regional land use designation.

### **Zoning and Land Use**

The property is zoned Regional Employment Center (RC). The RC district is intended to accommodate commercial, office, light industrial, and limited residential uses in areas with regional visibility and access. The proposed small-bay office/warehouse use aligns with permitted uses within the RC District. The development is consistent with the intent of the RC district and supports the Mixed-Use Regional land use category by providing employment-oriented space that contributes to the local tax base and business diversity.

The proposed site plan meets or exceeds the required setbacks per the RC zoning district. The proposed site plan is under the maximum impervious surface requirement for the zoning district. The proposed buildings have a total height of approximately 31 feet, which is below the maximum height requirement for the RC district.

### **Parking and Accessibility**

The site includes parking lots serving both buildings, providing a total of 64 stalls (40 for Building A and 24 for Building B). City Code requires one parking stall per 2,000 sq. ft. of gross floor area, or 33 spaces, indicating that the site exceeds minimum requirements. ADA Accessibility: Building A: 2 ADA stalls + 1 passenger loading zone & Building B: 1 ADA stall + 1 passenger loading zone. ADA stalls are recommended to be positioned near the Fire Department Connections (FDCs) to maximize accessibility and efficiency. All parking and accessibility provisions comply with City Code.

### **Fire Department Review**

Fire Marshal Jason Albers provided review comments and required revisions include:

1. Add a hydrant at the north corner of the north building.
2. Add a hydrant at the south entrance (within 150 feet of FDCs).
3. Show FDCs and exterior riser room access on both buildings.
4. Relocate the trash enclosure to improve truck access and turning movement.
5. Mark curbs and drives with "No Parking – Fire Lane" signage.
6. Maintain clear snow storage outside fire lanes.
7. Both buildings are to be equipped with automatic sprinkler systems per the Fire Code.

All Fire Department conditions will be incorporated into the final plans prior to building permit approval.

### **Stormwater Management**

The proposed stormwater system includes an on-site bio-infiltration pond located along the west side of the property, designed to manage runoff from roofs and paved surfaces. The stormwater management is designed to treat the new impervious surfaces meeting the Elm Creek Watershed and City design standards. Prior to the issuance of a building permit, the applicant is required to obtain final watershed approval. Per the Engineering Department comments, the Applicant will be required to dedicate drainage and utility easements.

### **Landscaping and Screening**

While specific plant counts were not provided, the submitted landscape plan includes tree and shrub groupings along the property frontage, parking lot edges, and stormwater pond. Staff finds that the layout satisfies the intent of the City Code by providing appropriate screening and enhancement of site appearance. A final plan with plant quantities and species lists will be required prior to permit issuance.

### **Architectural Review**

The proposed building design includes primarily pre-cast concrete panels with vertical accent panels designed to appear as wood and additional glazing and metal accents. The proposed building architecture is consistent with City Code requirements. Renderings for the proposed design are included for review.

### **Planning Commission Review**

This item was reviewed at the Monday, November 3rd meeting of the Planning Commission. The Commission was in favor of the proposed side plan and did not share any concerns about the proposed development. The item was unanimously recommended for approval.

**Other Considerations**

- No plat is required as the property is already a legal lot of record.
- Site Improvement Performance Agreement (SIPA) and Stormwater Maintenance Agreement will be required prior to the commencement of construction.
- No public improvements beyond site work are anticipated.
- The use is permitted within the RC District.
- The site meets or exceeds applicable setback, lot coverage, height, and parking standards.
- Fire and Engineering comments can be addressed through final plan revisions and standard conditions.
- The project supports the intent of the 2040 Comprehensive Plan by promoting employment and business diversification in a regional mixed-use corridor.

**Staff Recommendation**

Staff recommend approval of Resolution 2025-85 approving a site plan for the Rogers Commerce Boulevard Small Bay Warehouse development subject to the conditions as listed in the resolution.

**Financial Impact:** Not applicable.

**Source Fund:** Not applicable.

**Budgeted?** N/A

**Supporting Documentation**

- A. Resolution 2025-85 Commerce Blvd Small Bay Warehouse
- B. Project Narrative
- C. ALTA Survey
- D. Civil Plans
- E. Renderings

**RESOLUTION NO. 2025-85**

**A RESOLUTION APPROVING A SITE PLAN FOR THE ROGERS COMMERCE BOULEVARD SMALL BAY WAREHOUSE DEVELOPMENT**

**WHEREAS**, CRCL Group ("Applicant") with engineering services provided by Sambatek, Inc. has submitted a Site Plan (P2025-030) for the development of two small-bay office/warehouse buildings totaling approximately 61,190 square feet on a 3.47-acre parcel located along Commerce Boulevard, identified as PID 23-120-23-11-0016, and legally described in Exhibit A; and

**WHEREAS**, the property is zoned Regional Employment Center (RC) and guided for Mixed Use Regional in the 2040 Comprehensive Plan; and

**WHEREAS**, the proposed development consists of two single-story structures providing flexible bays intended for light industrial, office and small-scale storage users, a use consistent with the permitted non-residential uses; and

**WHEREAS**, the Planning Commission finds that the proposed development is consistent with the City's Zoning Ordinance and 2040 Comprehensive Plan, meets all applicable dimensional, parking and landscaping standards of the RC District, and that identified conditions of approval adequately address Fire, Engineering and Watershed requirements.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Rogers, Hennepin County, Minnesota, that the site plan for the Commerce Boulevard Small Bay Warehouse at PID 23-120-23-11-0016 is hereby approved, subject to the following conditions:

1. Execution of a Site Improvement Permit Agreement (SIPA) prior to issuance of any permits.
2. Execution and recording of a Stormwater Maintenance Agreement prior to issuance of a Certificate of Occupancy.
3. Address all Elm Creek Watershed Management Commission comments and obtain final approval prior to permit issuance.
4. Incorporate all Fire Department comments into the final plan set, including the addition of fire hydrants, FDCs, riser room access and marked fire lanes.
5. Provide ADA stalls and loading zones per Building Code requirements.
6. Relocated the trash enclosure as required by Fire Department review.
7. Dedication of any required drainage and utility easements as determined by the City Engineer.
8. Update the landscape plan to include plant counts and species constant with the City Code.
9. Comply with all applicable City Code, Building Code and state requirements.

**BE IT FURTHER RESOLVED** that the City staff are authorized to take all actions necessary to execute agreements and documents associated with this approval.

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 November 2025.

---

Shannon Klick, Mayor

ATTEST:

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Stacie Brown, City Clerk

**EXHIBIT A**  
**Legal Description**

Registered Land Survey No. 1701, Hennepin County, Minnesota

Torrens Property

PID 23-120-23-11-0016

## Project Narrative

### Commerce Boulevard development

**PID: 2312023110016 – Rogers, Minnesota**

**Date: October 2025**

### 1. Project Overview

The proposed development is located on a 3.47-acre parcel in the City of Rogers, Minnesota, identified by Parcel ID 2312023110016. The site is currently zoned Mixed-Use Regional and is positioned along Commerce Boulevard, which offers convenient regional access and visibility.

The project will consist of two new buildings designed for flexible small bay office and commercial use, totaling approximately 62,190 square feet. The buildings will include 36 individual bays suitable for a range of tenants including storage, warehouse, and office users.

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### 2. Site Design and Access

The development will be accessed directly from Commerce Boulevard, with internal drive aisles and parking provided to serve both buildings and their individual bay tenants. Site circulation has been designed to accommodate delivery vehicles and fire trucks, while still maintaining efficient parking for employees and visitors.

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### 3. Building Design

Two single-story structures are proposed with the following approximate dimensions:

- **Building 1:** 66 feet wide by 313 feet long
- **Building 2:** 132 feet wide by 313 feet long

The general **parapet height** for both buildings will be **29 feet**, with architectural accent elements extending up to **31 feet** in certain locations. The structures will be designed with a modern, durable exterior suited for commercial use, with flexibility for tenant customization.

Each bay will be provided with individual service entrances and overhead doors, designed for a variety of commercial and office uses.

## 4. Occupancy and Use

- **Building Code Classification (IBC):**  
The design anticipates a mix of **S-1** and **F-1** occupancies to allow for tenant flexibility.
  - **Zoning Use Assumption:**  
The primary intended use is **storage**, with allowances for **warehouse** and **office** components in smaller proportions, consistent with the zoning designation.
- 

## 5. Construction Timeline

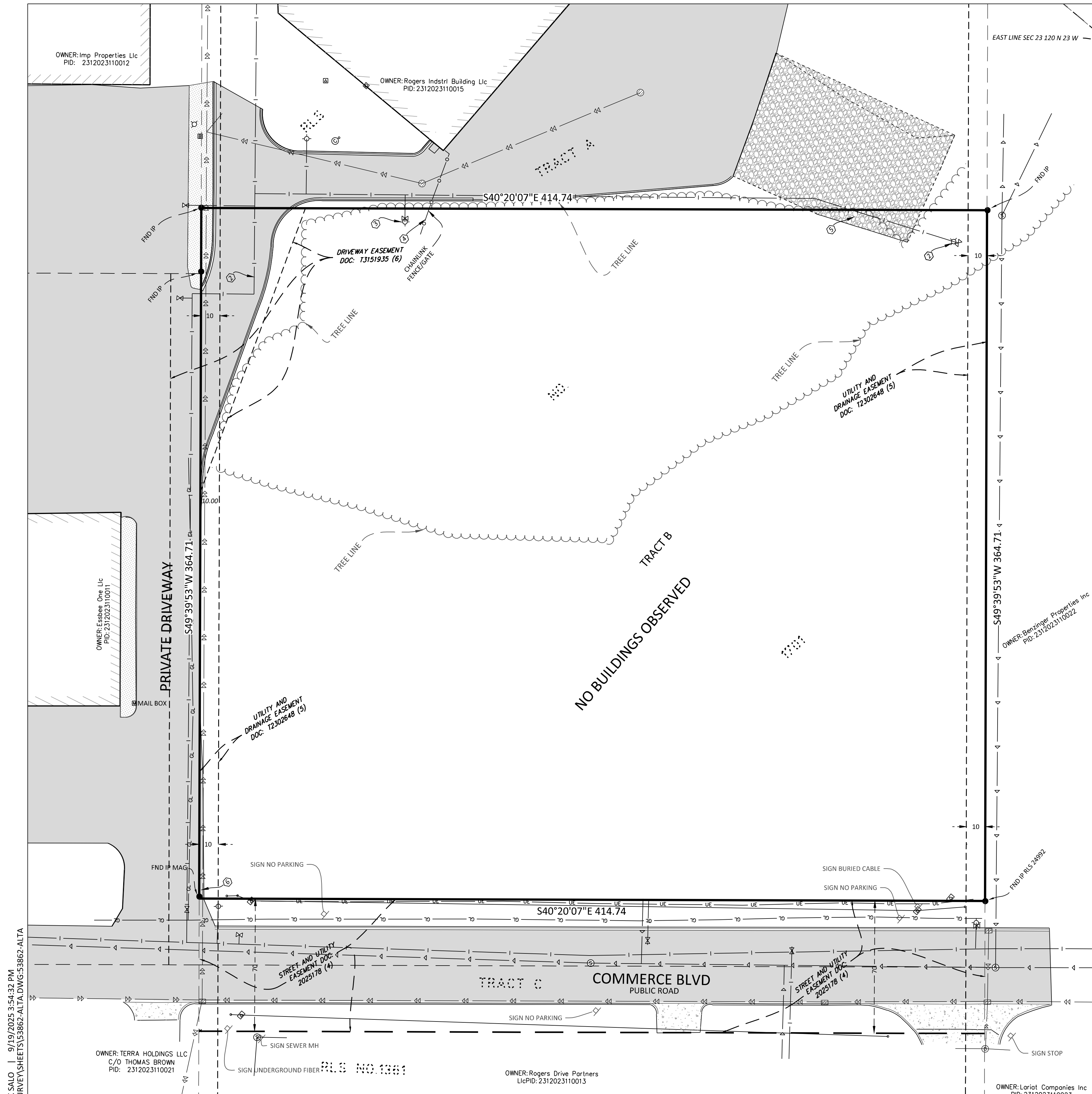
Construction is anticipated to begin in **Spring 2026**, pending final approvals, permitting, and weather conditions.

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## 6. Summary

This project is intended to meet the growing demand in Rogers for flexible small-bay office and commercial spaces. The layout, zoning compliance, and building design reflect the City's goals for economic growth and land use diversification in mixed-use zones.

The project team looks forward to working with the City of Rogers throughout the review and permitting process.



### LEGEND

● FOUND MONUMENT	--- BOUNDARY LINE
⊕ GATE VALVE / HYDRANT	- - - EASEMENT LINE
⊙ SANITARY MANHOLE	- - - RIGHT-OF-WAY LINE
⊙ STORM MANHOLE	- - - SECTION LINE
⊙ STORM CATCH BASIN	- - - SETBACK LINE
⊠ TRANSFORMER	- - - TIE LINE
⊠ SIGN	▨ BUILDING LINE
⊠ GAS METER	▬ CONCRETE CURB
⊙ ELECTRIC MANHOLE	—○— CHAIN LINK FENCE
⊠ TELEPHONE PEDESTAL	--- CONTOUR
⊠ CABLE TV BOX	—○— SANITARY SEWER LINE
⊙ COMMUNICATIONS MANHOLE	—○— STORM SEWER LINE
⊙ SPOT ELEVATIONS	—○— WATERMAIN
⊙ DECIDUOUS TREE	—○— UNDERGROUND ELECTRIC
▨ BITUMINOUS SURFACE	—○— UNDERGROUND GAS LINE
▨ GRAVEL	▨ CONCRETE
▨ GRASS	

- ### "TABLE A" NOTES
- The survey shows property corner monuments or witness to the corner that were found during the field work.
  - Address has not been assigned.
  - The surveyed property lies within Flood Plain Zone X - 'Areas determined to be outside the 0.2% annual chance flood plain', as depicted by scaled map location and graphic plotting according to FEMA, FIRM Map No. 27053C0033F dated 11/04/2016.
  - The gross land area of the surveyed property is 3.47 Acres or 151,259.65 Square Feet.
  - The zoning information has not been provided by the client.
  - No buildings observed 7(a), 7(b) (1), 7(c)
  - Visible substantial features observed in the process of conducting the fieldwork are shown hereon.
  - No parking spaces observed
  - The names of adjoining land owners according to the current county tax records as of 8/20/2025 are shown on the survey.

### SUBJECT PROPERTY

Description from title commitment:  
 Tract B, Registered Land Survey No.1701, Hennepin County, Minnesota

The following notes correspond to the reference numbers listed in Schedule B, Part II of the title commitment.

- A street and utility easement as shown in document filed July 11, 1989, as Document No. T02025178. **The easement lies adjacent to the surveyed property as shown hereon.**
- A drainage and utility easement as shown in document filed October 2, 1992, as Document No. T2302648. **The easement lies within the surveyed property as shown hereon.**
- A perpetual non-exclusive driveway and the covenants, terms obligations and conditions, as shown in document filed April 30, 1999, as Document No. T3151935. **The easement lies within the surveyed property as shown hereon.**

- ### OBSERVED POSSIBLE ENCROACHMENTS
- Fire hydrant
  - Approximate location of watermain
  - Fire hydrant
  - Fence
  - Gravel surface entering property from the north
  - Pavement crossing into the property

### SURVEY NOTES

- This survey was prepared utilizing Title Commitment No. 201582-CI issued by the Old Republic National Title Insurance Company, bearing a commitment date of July 23, 2025.
- The bearing system is based on the Hennepin County coordinate system, NAD83 (2011 Adjust), with an assumed bearing of S 00°24'43" E for the East line of NE ¼ of the NE ¼ OF SEC 23 120 N 23 W.

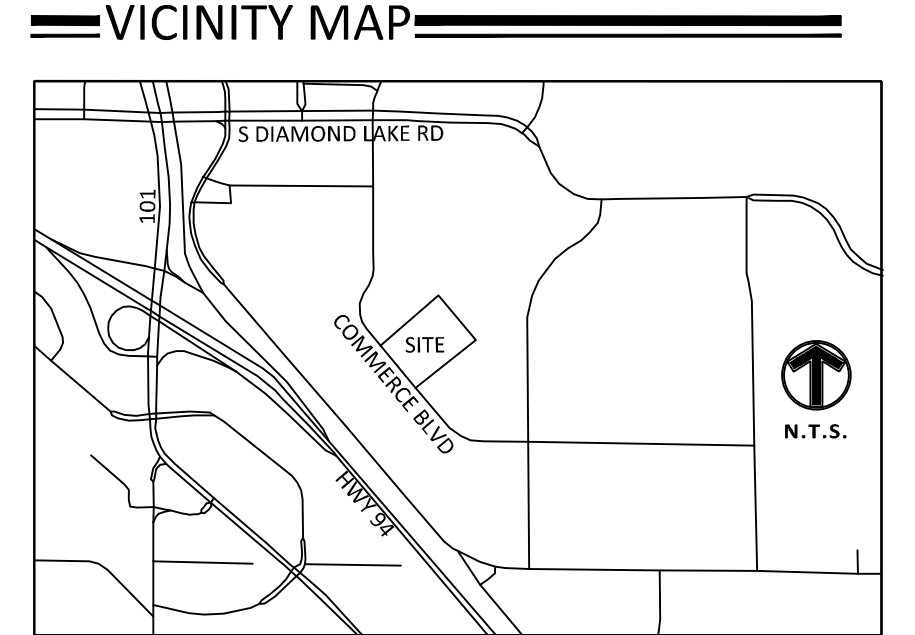
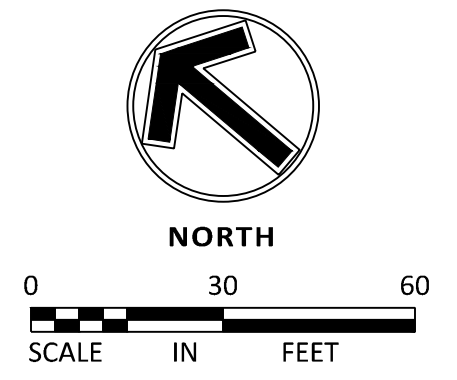
### CERTIFICATION

To CRCL Group LLC, a Minnesota limited liability company, and Old Republic National Title Insurance company.  
 This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 6(a), 7(a), 7(b) (1), 7(c), 8, 9, and 13 of Table A thereof. The field work was completed on 8/20/2025.

Dated this 19th day of September, 2025.

Sambatek, Inc.

Mark R. Salo  
 Minnesota License No. 43933  
 msalo@sambatek.com  
 12800 Whitewater Drive, Suite 300 Minnetonka, Mn 55343



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NO	DATE	BY	CKD	APPR	COMMENT
1	9/19/2025	MS			Revise Subject Property Note #4

DATE ISSUED 9/03/2025	DRAWN BY DA
	DESIGNED BY DA
	CHECKED BY MS
	PROJECT NO. 53862



ALTA/NSPS LAND TITLE SURVEY  
 CRCL Group LLC, a Minnesota limited liability company

Commerce Blvd  
 Rogers, MN

SHEET  
**1**  
 OF 1  
 REV. 1

**CONSULTANT CONTACT LIST:**

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CONTACT: MARK SALO

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MINNETONKA, MN 55343  
TEL 763-476-6010  
EMAIL: JWORKMAN@SAMBATEK.COM  
CONTACT: JOHN WORKMAN

# Preliminary Site Development Plans for Commerce Boulevard Development Rogers, Minnesota Presented by: CRCL Group

**BENCHMARKS**

The vertical datum is based on NAVD88 The originating bench marks are SLHOK and BURGA, both referenced from the MnDOT Geodetic Database.

BENCHMARK #1  
SLHOK. Elev.=974.36  
BENCHMARK #2  
BURGA. Elev.=979.90

**SHEET INDEX**

SHEET	DESCRIPTION	REVISION
C1.01	TITLE SHEET	
C1.02	GENERAL NOTES	
C1.03	GENERAL NOTES	
C1.04	GENERAL NOTES	
C2.01	EXISTING CONDITIONS	
C2.02	DEMOLITION PLAN	
C3.01	SITE PLAN	
C4.01	GRADING PLAN	
C5.01	PHASE 1 EROSION CONTROL PLAN	
C5.02	PHASE 2 EROSION CONTROL PLAN	
C5.03	EROSION CONTROL NOTES	
C5.04	EROSION CONTROL DETAILS	
C5.05	SWPPP	
C5.06	SWPPP	
C6.01	UTILITY PLAN	
C9.01	DETAILS	
C9.02	DETAILS	
C9.03	DETAILS	
L1.01	LANDSCAPE PLAN	
L1.02	LANDSCAPE NOTES & DETAILS	
L2.00	PHOTOMETRIC PLAN	

**GOVERNING SPECIFICATIONS**

CITY OF ROGERS SPECIFICATIONS (2023)  
CITY ENGINEER'S ASSOCIATION OF MINNESOTA STANDARD SPECIFICATIONS (2023)  
MNDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION (2020 EDITION)  
MN PLUMBING CODE (2020)



VICINITY MAP  
NO SCALE

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NO	DATE	BY	CKD	APPR	COMMENT

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the State of Minnesota.

Print Name: \_\_\_\_\_

Date \_\_\_\_\_ License # \_\_\_\_\_

DATE ISSUED  
09/22/2025  
DESIGN REVIEW  
PERMIT SUBMITTAL  
CONSTRUCTION DOCUMENTS

DRAWN BY  
TK  
DESIGNED BY  
CC  
CHECKED BY  
TC  
PROJECT NO.  
53862



TITLE SHEET  
CRCL GROUP  
COMMERCE BOULEVARD DEVELOPMENT  
PRELIMINARY DESIGN DOCUMENTS  
ROGERS, MN

SHEET  
**C1.01**  
1 OF 21  
REV.

**DEMOLITION NOTES**

- DEMOLITION NOTES ARE NOT COMPREHENSIVE. CONTRACTOR SHALL VISIT THE SITE PRIOR TO CONSTRUCTION TO OBTAIN A CLEAR UNDERSTANDING OF THE INTENDED SCOPE OF WORK.
- THE DESIGN SHOWN IS BASED ON ENGINEER'S UNDERSTANDING OF EXISTING CONDITIONS. THE EXISTING CONDITIONS SHOWN ON THIS PLAN ARE BASED UPON ALTA AND TOPOGRAPHIC MAPPING PREPARED BY SAMBATEK DATED 9-3-25. IF CONTRACTOR DOES NOT ACCEPT EXISTING TOPOGRAPHY AS SHOWN ON THE PLANS WITHOUT EXCEPTION, CONTRACTOR SHALL HAVE MADE, AT OWN EXPENSE, A TOPOGRAPHIC SURVEY BY A REGISTERED LAND SURVEYOR AND SUBMIT IT TO THE OWNER FOR REVIEW.
- THE CONTRACTOR IS RESPONSIBLE FOR DEMOLITION, REMOVAL, AND DISPOSING IN A LOCATION APPROVED BY ALL GOVERNING AUTHORITIES AND IN ACCORDANCE WITH APPLICABLE CODES, OF ALL STRUCTURES, PADS, WALLS, FLUMES, FOUNDATIONS, PARKING, DRIVES, DRAINAGE STRUCTURES, UTILITIES, ETC., SUCH THAT THE IMPROVEMENTS SHOWN ON THE PLANS CAN BE CONSTRUCTED. ALL FACILITIES TO BE REMOVED SHALL BE UNDERCUT TO SUITABLE MATERIAL AND BROUGHT TO GRADE WITH SUITABLE COMPACTED FILL MATERIAL PER THE GEOTECHNICAL REPORT AND/OR GEOTECHNICAL ENGINEER.
- CLEARING AND GRUBBING: CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL DEBRIS FROM THE SITE AND DISPOSING THE DEBRIS IN A LAWFUL MANNER. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS REQUIRED FOR DEMOLITION AND DISPOSAL.
- CONTRACTOR IS SPECIFICALLY CAUTIONED THAT LOCATIONS OF EXISTING UTILITIES SHOWN ON THIS PLAN HAVE BEEN DETERMINED FROM INFORMATION AVAILABLE. ENGINEER ASSUMES NO RESPONSIBILITY FOR THE UTILITY MAPPING ACCURACY. PRIOR TO START OF ANY DEMOLITION ACTIVITY, THE CONTRACTOR SHALL NOTIFY UTILITY COMPANIES 48 HOURS PRIOR TO ANY EXCAVATION FOR ON-SITE LOCATIONS OF EXISTING UTILITIES. THE LOCATIONS OF UTILITIES SHALL BE OBTAINED BY THE CONTRACTOR BY CALLING MINNESOTA GOPHER STATE ONE CALL AT 800-252-1166 OR 651-454-0002.
- THE MAPPING LOCATION OF ALL EXISTING SEWERS, PIPING, AND UTILITIES SHOWN ARE NOT TO BE INTERPRETED AS THE EXACT LOCATION, OR AS THE ONLY OBSTACLES THAT MAY OCCUR ON THE SITE. VERIFY EXISTING CONDITIONS AND PROCEED WITH CAUTION AROUND ANY ANTICIPATED FEATURES. GIVE NOTICE TO ALL UTILITY COMPANIES REGARDING DESTRUCTION AND REMOVAL OF ALL SERVICE LINES AND CAP ALL LINES BEFORE PROCEEDING WITH WORK. UTILITIES DETERMINED TO BE ABANDONED SHALL BE REMOVED IF UNDER THE BUILDING INCLUDING 10' BEYOND FOUNDATIONS.
- CONTRACTOR SHALL COORDINATE WITH RESPECTIVE UTILITY COMPANIES PRIOR TO REMOVAL AND/OR RELOCATION OF UTILITIES. CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANIES CONCERNING PORTIONS OF WORK WHICH MAY BE PERFORMED BY THE UTILITY COMPANIES' FORCES AND ANY FEES WHICH ARE TO BE PAID TO UTILITY COMPANIES FOR SERVICES. CONTRACTOR IS RESPONSIBLE FOR PAYING ALL FEES AND CHARGES.
- ELECTRICAL, TELEPHONE, CABLE, WATER, FIBER OPTIC CABLE AND/OR GAS LINES NEEDING TO BE REMOVED OR RELOCATED SHALL BE COORDINATED WITH THE AFFECTED UTILITY COMPANY. ADEQUATE TIME SHALL BE PROVIDED FOR RELOCATION AND CLOSE COORDINATION WITH THE UTILITY COMPANY IS NECESSARY TO PROVIDE A SMOOTH TRANSITION IN UTILITY SERVICE. CONTRACTOR SHALL PAY CLOSE ATTENTION TO EXISTING UTILITIES WITHIN THE ROAD RIGHT OF WAY DURING CONSTRUCTION.
- CONTRACTOR MUST PROTECT THE PUBLIC AT ALL TIMES WITH FENCING, BARRICADES, ENCLOSURES, ETC., TO THE BEST PRACTICES.
- CONTINUOUS ACCESS SHALL BE MAINTAINED FOR THE SURROUNDING PROPERTIES AT ALL TIMES DURING DEMOLITION OF THE EXISTING FACILITIES.
- PRIOR TO DEMOLITION OCCURRING, ALL EROSION CONTROL DEVICES ARE TO BE INSTALLED AND APPROVED BY THE LOCAL AUTHORITY.
- CONTRACTOR SHALL LIMIT SAW-CUT & PAVEMENT REMOVAL TO ONLY THOSE AREAS WHERE IT IS REQUIRED AS SHOWN ON THESE CONSTRUCTION PLANS BUT IF ANY DAMAGE IS INCURRED ON ANY OF THE SURROUNDING PAVEMENT, ETC. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ITS REMOVAL AND REPAIR.
- CONTRACTOR TO PROTECT EXISTING FEATURES WHICH ARE TO REMAIN. DAMAGE TO ANY EXISTING CONDITIONS TO REMAIN WILL BE REPLACED AT CONTRACTOR'S EXPENSE.
- ABANDON OR REMOVE ALL SANITARY, WATER AND STORM SERVICES PER CITY STANDARDS. COORDINATE ALL WORK WITH CITY. ALL STREET RESTORATION SHALL BE COMPLETED IN COMPLIANCE WITH LOCAL STANDARDS.
- CONTRACTOR SHALL PREPARE AND SUBMIT TO THE GOVERNING AUTHORITY A TRAFFIC AND/OR PEDESTRIAN TRAFFIC PLAN PER CITY/COUNTY/STATE STANDARDS TO BE APPROVED BY THE LOCAL GOVERNING AUTHORITY.

**SITE DEVELOPMENT NOTES**

- ALL DIMENSIONS ARE ROUNDED TO THE NEAREST TENTH FOOT.
- ALL DIMENSIONS SHOWN ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
- CONTRACTOR SHALL REVIEW PAVEMENT GRADIENT AND CONSTRUCT "GUTTER OUT" WHERE WATER DRAINS AWAY FROM CURB. ALL OTHER AREAS SHALL BE CONSTRUCTED AS "GUTTER IN" CURB. COORDINATE WITH GRADING CONTRACTOR.
- ALL AREAS ARE ROUNDED TO THE NEAREST SQUARE FOOT.
- ALL PARKING STALLS TO BE 9' IN WIDTH AND 18' IN LENGTH UNLESS OTHERWISE INDICATED.
- CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF EXIT PORCHES, RAMPS, PRECISE BUILDING DIMENSIONS AND EXACT BUILDING UTILITY ENTRANCE LOCATIONS.
- SEE ARCHITECTURAL PLANS FOR PYLON/MONUMENT SIGN DETAILS
- LIGHT STANDARD LOCATIONS ARE FOR REFERENCE ONLY, SITE LIGHTING PLAN IS DESIGN BUILD BY CONTRACTOR. CONTRACTOR SHALL CONFIRM LIGHT STANDARD LOCATION WITH LIGHTING VENDOR. OR SEE ARCHITECTURAL PLANS FOR LIGHT POLE FOUNDATION DETAIL AND FOR EXACT LOCATIONS OF LIGHT POLE.
- REFER TO FINAL PLAT FOR LOT BOUNDARIES, LOT NUMBERS, LOT AREAS, AND LOT DIMENSIONS.
- ALL GRADIENT ON SIDEWALKS ALONG THE ADA ROUTE SHALL HAVE A MAXIMUM LONGITUDINAL SLOPE OF 5% (1:20), EXCEPT AT CURB RAMPS (1:12), AND A MAXIMUM CROSS SLOPE OF 2.00% (1:50). MAXIMUM SLOPE IN ANY DIRECTION ON AN ADA PARKING STALL OR ACCESS AISLE SHALL BE IN 2.00% (1:50). CONTRACTOR SHALL REVIEW AND VERIFY THE GRADIENT IN THE FIELD ALONG THE ADA ROUTES PRIOR TO PLACING CONCRETE OR BITUMINOUS. CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY IF THERE IS A DISCREPANCY BETWEEN THE GRADIENT IN THE FIELD VERSUS THE DESIGN GRADIENT. COORDINATE ALL WORK WITH PAVING CONTRACTOR.
- "NO PARKING" SIGNS SHALL BE PLACED ALONG ALL DRIVEWAYS AS REQUIRED BY CITY.
- STREET NAMES ARE SUBJECT TO APPROVAL BY THE CITY.
- BUILDING ADDITION HAS BEEN LOCATED BASED ON ORIGINAL GRIDLINE DESIGN AND/OR EXISTING BUILDING EXTERIOR CORNER SURVEY LOCATIONS. EXTERIOR CORNERS DO NOT REPRESENT EXISTING BUILDING GRIDLINES. CONTRACTOR SHALL LOCATE EXISTING GRIDLINES IN THE FIELD FOLLOWING DEMOLITION AND COORDINATE REQUIRED MODIFICATIONS, IF ANY, TO EXPANSION PLACEMENT WITH CIVIL AND ARCHITECT ACCORDINGLY.
- CONTRACTOR SHALL PROVIDE RECORD PLANS AS REQUIRED BY PERMITTING AGENCIES.

**CIVIL 3D MODEL LIMITATIONS**

SAMBATEK'S DELIVERABLE AND GOVERNING DOCUMENTS FOR CONSTRUCTION SHALL BE A HARD COPY AND/OR PDF PLAN SHEETS. IF A CIVIL 3D MODEL IS GENERATED IN THE PROCESS OF PREPARING THE PLAN SHEETS, IT IS AS A DESIGN TOOL ONLY AND NOT AS A SEPARATE DELIVERABLE. AT THE OWNER'S REQUEST, WE WILL RELEASE OUR CIVIL 3D MODEL FOR THE CONTRACTOR'S USE. HOWEVER, ITS USE IS AT THE CONTRACTOR'S RISK AND SHALL NOT BE USED FOR STAKING OF CURB, SIDEWALK, OR OTHER HARD SURFACE IMPROVEMENTS. IF A CIVIL 3D MODEL FOR STAKING HARD SURFACE IMPROVEMENTS IS REQUIRED, WE CAN PROVIDE A SUPPLEMENTAL AGREEMENT FOR REFINEMENT AND PREPARATION OF THE CIVIL 3D MODEL.

**GRADING NOTES CONT.**

- PROPOSED CONTOURS ARE TO FINISHED SURFACE ELEVATION. SPOT ELEVATIONS ALONG PROPOSED CURB DENOTE GUTTER GRADE.
- CONTRACTOR SHALL REVIEW PAVEMENT GRADIENT AND CONSTRUCT "GUTTER OUT" WHERE WATER DRAINS AWAY FROM CURB. ALL OTHER AREAS SHALL BE CONSTRUCTED AS "GUTTER IN" CURB.
- ALL GRADIENT ON SIDEWALKS ALONG THE ADA ROUTE SHALL HAVE A MAXIMUM LONGITUDINAL SLOPE OF 5% (1:20), EXCEPT AT CURB RAMPS (1:12), AND A MAXIMUM CROSS SLOPE OF 2.00% (1:50). MAXIMUM SLOPE IN ANY DIRECTION ON AN ADA PARKING STALL OR ACCESS AISLE SHALL BE IN 2.00% (1:50). CONTRACTOR SHALL REVIEW AND VERIFY THE GRADIENT IN THE FIELD ALONG THE ADA ROUTES PRIOR TO PLACING CONCRETE OR BITUMINOUS. CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY IF THERE IS A DISCREPANCY BETWEEN THE GRADIENT IN THE FIELD VERSUS THE DESIGN GRADIENT. COORDINATE ALL WORK WITH PAVING CONTRACTOR.
- CONTRACTOR SHALL TAKE ALL PRECAUTIONS NECESSARY TO AVOID PROPERTY DAMAGE TO ADJACENT PROPERTIES DURING THE CONSTRUCTION PHASES OF THIS PROJECT. CONTRACTOR WILL BE HELD SOLELY RESPONSIBLE FOR ANY DAMAGES TO THE ADJACENT PROPERTIES OCCURRING DURING THE CONSTRUCTION PHASES OF THIS PROJECT.
- SAFETY NOTICE TO CONTRACTORS: IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS ON THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE DUTY OF THE ENGINEER OR THE DEVELOPER TO CONDUCT CONSTRUCTION REVIEW OF THE CONTRACTOR'S PERFORMANCE IS NOT INTENDED TO INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY MEASURES IN, ON OR NEAR THE CONSTRUCTION SITE.
- CONTRACTOR SHALL COMPLETE THE SITE GRADING CONSTRUCTION IN ACCORDANCE WITH THE REQUIREMENTS OF THE OWNER'S SOILS ENGINEER. ALL SOIL TESTING SHALL BE COMPLETED BY THE OWNER'S SOILS ENGINEER. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL REQUIRED SOIL TESTS AND INSPECTIONS WITH THE SOILS ENGINEER.  
A GEOTECHNICAL ENGINEERING SOILS REPORT HAS BEEN COMPLETED BY:  
COMPANY:  
ADDRESS:  
PHONE:  
DATED:  
CONTRACTOR SHALL OBTAIN A COPY OF THE SOILS REPORT.
- CONTRACTOR SHALL COMPLETE DEWATERING AS REQUIRED TO COMPLETE THE SITE GRADING CONSTRUCTION.
- PRIOR TO PLACEMENT OF THE AGGREGATE BASE, A TEST ROLL SHALL BE PERFORMED ON THE STREET AND PARKING AREA SUBGRADE. CONTRACTOR SHALL PROVIDE A LOADED TANDEM AXLE TRUCK WITH A GROSS WEIGHT OF 25 TONS. THE TEST ROLLING SHALL BE AT THE DIRECTION OF THE SOILS ENGINEER AND SHALL BE COMPLETED IN AREAS AS DIRECTED BY THE SOILS ENGINEER. CORRECTION OF THE SUBGRADE SOILS SHALL BE COMPLETED IN ACCORDANCE WITH THE REQUIREMENTS OF THE SOILS ENGINEER.
- REPLACE ALL SUBGRADE SOIL DISTURBED DURING THE CONSTRUCTION THAT HAVE BECOME UNSUITABLE AND WILL NOT PASS A TEST ROLL. REMOVE UNSUITABLE SOIL FROM THE SITE AND IMPORT SUITABLE SOIL AT NO ADDITIONAL COST TO THE OWNER.
- CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING VEHICULAR AND PEDESTRIAN TRAFFIC CONTROL DEVICES SUCH AS BARRICADES, WARNING SIGNS, DIRECTIONAL SIGNS, FLAGMEN AND LIGHTS TO CONTROL THE MOVEMENT OF TRAFFIC WHERE NECESSARY. TRAFFIC CONTROL DEVICES SHALL CONFORM TO APPROPRIATE MINNESOTA DEPARTMENT OF TRANSPORTATION STANDARDS.
- EXISTING TREES AND OTHER NATURAL VEGETATION WITHIN THE PROJECT AND/OR ADJACENT TO THE PROJECT ARE OF PRIME CONCERN TO THE CONTRACTOR'S OPERATIONS AND SHALL BE A RESTRICTED AREA. CONTRACTOR SHALL PROTECT TREES TO REMAIN AT ALL TIMES. EQUIPMENT SHALL NOT NEEDLESSLY BE OPERATED UNDER NEARBY TREES AND EXTREME CAUTION SHALL BE EXERCISED WHEN WORKING ADJACENT TO TREES. SHOULD ANY PORTION OF THE TREE BRANCHES REQUIRE REMOVAL TO PERMIT OPERATION OF THE CONTRACTOR'S EQUIPMENT, CONTRACTOR SHALL OBTAIN THE SERVICES OF A PROFESSIONAL TREE TRIMMING SERVICE TO TRIM THE TREES PRIOR TO THE BEGINNING OF OPERATION. SHOULD CONTRACTOR'S OPERATIONS RESULT IN THE BREAKING OF ANY LIMBS, THE BROKEN LIMBS SHOULD BE REMOVED IMMEDIATELY AND CUTS SHALL BE PROPERLY PROTECTED TO MINIMIZE ANY LASTING DAMAGE TO THE TREE. NO TREES SHALL BE REMOVED WITHOUT AUTHORIZATION BY THE ENGINEER. COSTS FOR TRIMMING SERVICES SHALL BE CONSIDERED INCIDENTAL TO THE GRADING CONSTRUCTION AND NO SPECIAL PAYMENT WILL BE MADE.
  - RESTRICTED AREAS SHALL INCLUDE ALL DESIGNATED TREETED AREAS OUTSIDE OF THE DESIGNATED CONSTRUCTION ZONE. ALL VEGETATION WITHIN THE RESTRICTED AREAS SHALL REMAIN.
  - CONTRACTOR SHALL RESTRICT ALL GRADING AND CONSTRUCTION ACTIVITIES TO AREAS DESIGNATED ON THE PLANS. ACTIVITIES WITHIN THE CONSTRUCTION MAY BE RESTRICTED TO A NARROWER WIDTH IN THE FIELD TO SAVE ADDITIONAL TREES AS DIRECTED BY THE OWNER.
  - ACTIVITIES PROHIBITED OUTSIDE OF THE CONSTRUCTION BOUNDARIES WOULD INCLUDE, BUT NOT BE LIMITED TO: SOIL AND OTHER MATERIAL STOCKPILING, EQUIPMENT OR MACHINERY STORAGE, DRIVING OF ANY VEHICLE, LEAKAGE OR SPILLAGE OF ANY "WASHOUT" OR OTHER TOXIC MATERIAL. THE COLLECTION OF OTHER DEBRIS AND SOIL STOCKPILING WILL BE IN AN AREA DETERMINED ON-SITE BY THE ENGINEER.
  - ALL RESTRICTED AREAS SHALL BE FENCED OFF WITH BRIGHT ORANGE POLYETHYLENE SAFETY NETTING AND STEEL STAKES AS SHOWN ON THE TREE PROTECTION DETAIL. AT NO TIME SHALL THIS FENCING BE REMOVED OR ACTIVITY OF ANY KIND TAKE PLACE WITHIN IT. FINAL PLACEMENT OF ALL PROTECTIVE FENCING SHALL BE COMPLETE BEFORE ANY WORK COMMENCES ON-SITE.
  - BEFORE COMMENCING WITH ANY EXCAVATION CONTRACTOR SHALL COMPLETE ALL PREPARATORY WORK REGARDING TREE REMOVAL, ROOT PRUNING, TREE PRUNING AND STUMP REMOVAL TO THE SATISFACTION OF THE OWNER.
  - PREPARATORY WORK SHALL INCLUDE THE FOLLOWING AND SHALL BE COMPLETED UNDER THE DIRECT SUPERVISION OF THE OWNER'S REPRESENTATIVE:
    - TREE REMOVAL: CONTRACTOR SHALL FELL THE TREES. AT NO TIME SHALL TREES BE BULLDOZED OUT, BUT SHALL BE CUT DOWN AND STUMPS REMOVED SEPARATELY. PRIOR TO THE FELLING OF ALL TREES, PROPER REMOVAL OF A PORTION OR ALL OF THE CANOPY SHALL BE COMPLETED SO THAT TREES IN THE RESTRICTED AREAS SHALL NOT BE INJURED IN THE PROCESS.
    - ROOT PRUNING: BEFORE ANY STUMPS ARE TO BE REMOVED, ALL ROOTS SHALL BE SEVERED FROM ROOTS IN THE RESTRICTED AREAS BY SAW CUTTING WITH A VERMEER DESIGNED FOR ROOT PRUNING, BY HAND, OR WITH A CHAINSAW. TREE ROOTS PROJECTING INTO THE CONSTRUCTION ZONE SHALL BE EXPOSED PRIOR TO ROOT PRUNING WITH SMALL MACHINERY, I.E., BOBCAT.
    - STUMP REMOVAL: AT SUCH TIME THAT ROOTS HAVE BEEN PROPERLY SEVERED, STUMPS MAY BE REMOVED. WHERE REMOVAL OF CERTAIN STUMPS COULD CAUSE DAMAGE TO EXISTING PROTECTED TREES, TREE STUMPS SHALL BE GROUND OUT. ALL STUMP REMOVAL SHALL BE UNDER THE DIRECT SUPERVISION OF THE OWNER'S REPRESENTATIVE.
    - TREE PRUNING: PROPER PRUNING OF TREES IN THE RESTRICTED ZONE SHALL BE DIRECTED BY AND SUPERVISION AT ALL TIMES BY THE OWNER'S REPRESENTATIVE.
    - AN OWNER'S REPRESENTATIVE WILL BE AVAILABLE AT ALL TIMES DURING THE PREPARATORY AND CONSTRUCTION PERIOD.
    - MULCH RATHER THAN SEED OR SOD WILL BE USED AT THE BASE OF QUALITY TREES TO A PERIMETER DETERMINED BY THE OWNER'S REPRESENTATIVE. AREAS TO BE SEED FOR EROSION CONTROL PURPOSES WITHIN THE CONSTRUCTION ZONE ARE TO BE DETERMINED BY THE OWNER'S REPRESENTATIVE. NATURAL GROUND COVER WILL BE MAINTAINED WHEREVER POSSIBLE.
    - THE USE OF RETAINING WALLS NEAR TREES, IN ADDITION TO THOSE REQUIRED ON THE PLANS SHALL BE DETERMINED IN THE FIELD, BASED ON TREE LOCATIONS AND TOPOGRAPHY.
- EXCAVATE TOPSOIL FROM AREAS TO BE FURTHER EXCAVATED OR REGRADED AND STOCKPILE IN AREAS DESIGNATED ON THE SITE. CONTRACTOR SHALL SALVAGE ENOUGH TOPSOIL FOR RESPREADING ON THE SITE AS SPECIFIED. EXCESS TOPSOIL SHALL BE PLACED IN EMBANKMENT AREAS, OUTSIDE OF BUILDING PADS, ROADWAYS AND PARKING AREAS. CONTRACTOR SHALL SUBCUT CUT AREAS, WHERE TURF IS TO BE ESTABLISHED, TO THE DEPTH SPECIFIED IN THE LANDSCAPING PLANS. RESPREAD TOPSOIL IN AREAS WHERE TURF IS TO BE ESTABLISHED PER LANDSCAPING PLANS. (NOTE TO PREPARER: IF A LANDSCAPING PLAN IS NOT INCLUDED IN THE PLANS SPECIFY TOPSOIL DEPTH OF 6")

**GRADING NOTES CONT.**

- TRENCH BORROW CONSTRUCTION: IF ALLOWED BY THE OWNER, CONTRACTOR SHALL COMPLETE "TRENCH BORROW" EXCAVATION IN AREAS DIRECTED BY THE ENGINEER IN ORDER TO OBTAIN STRUCTURAL MATERIAL. TREES SHALL NOT BE REMOVED OR DAMAGED AS A RESULT OF THE EXCAVATION, UNLESS APPROVED BY THE ENGINEER. THE EXCAVATION SHALL COMMENCE A MINIMUM OF 10 FEET FROM THE LIMIT OF THE BUILDING PAD. THE EXCAVATION FROM THIS LIMIT SHALL EXTEND AT A MINIMUM SLOPE OF 1 FOOT HORIZONTAL TO 1 FOOT VERTICAL (1:1) DOWNWARD AND OUTWARD FROM THE FINISHED SURFACE GRADE ELEVATION. THE TRENCH BORROW EXCAVATION SHALL BE BACKFILLED TO THE PROPOSED FINISHED GRADE ELEVATION, AND SHALL BE COMPACTED IN ACCORDANCE WITH REQUIREMENTS OF THE QUALITY COMPACTION METHOD AS OUTLINED IN MN/DOT SPECIFICATION 2105.3F2. SNOW FENCE SHALL BE FURNISHED AND PLACED ALONG THE PERIMETER OF THE TRENCH BORROW AREA WHERE THE SLOPES EXCEED 2 FOOT HORIZONTAL TO 1 FOOT VERTICAL (2:1).
- FINISHED GRADING SHALL BE COMPLETED. CONTRACTOR SHALL UNIFORMLY GRADE AREAS WITHIN LIMITS OF GRADING, INCLUDING ADJACENT TRANSITION AREAS. PROVIDE A SMOOTH FINISHED SURFACE WITHIN SPECIFIED TOLERANCES, WITH UNIFORM LEVELS OR SLOPES BETWEEN POINTS WHERE ELEVATIONS ARE SHOWN, OR BETWEEN SUCH POINTS AND EXISTING GRADES. AREAS THAT HAVE BEEN FINISHED GRADED SHALL BE PROTECTED FROM SUBSEQUENT CONSTRUCTION OPERATIONS, TRAFFIC AND EROSION. REPAIR ALL AREAS THAT HAVE BECOME RUTTED, ERODED OR HAS SETTLED BELOW THE CORRECT GRADE. ALL AREAS DISTURBED BY THE CONTRACTOR'S OPERATIONS SHALL BE RESTORED TO EQUAL OR BETTER THAN ORIGINAL CONDITION OR TO THE REQUIREMENTS OF THE NEW WORK.
- TOLERANCES
  - THE RESIDENTIAL BUILDING SUBGRADE FINISHED SURFACE ELEVATION SHALL NOT VARY BY MORE THAN 0.30 FOOT ABOVE, OR 0.30 FOOT BELOW, THE PRESCRIBED ELEVATION AT ANY POINT WHERE MEASUREMENT IS MADE.
  - THE COMMERCIAL BUILDING SUBGRADE FINISHED SURFACE ELEVATION SHALL NOT VARY BY MORE THAN 0.10 FOOT ABOVE, OR 0.10 FOOT BELOW, THE PRESCRIBED ELEVATION AT ANY POINT WHERE MEASUREMENT IS MADE.
  - THE STREET OR PARKING AREA SUBGRADE FINISHED SURFACE ELEVATION SHALL NOT VARY BY MORE THAN 0.05 FOOT ABOVE, OR 0.10 FOOT BELOW, THE PRESCRIBED ELEVATION OF ANY POINT WHERE MEASUREMENT IS MADE.
  - AREAS WHICH ARE TO RECEIVE TOPSOIL SHALL BE GRADED TO WITHIN 0.10 FOOT ABOVE OR BELOW THE REQUIRED ELEVATION, UNLESS DIRECTED OTHERWISE BY THE ENGINEER.
  - TOPSOIL SHALL BE GRADED TO PLUS OR MINUS 1/2 INCH OF THE SPECIFIED THICKNESS.
- AFTER THE SITE GRADING IS COMPLETED, IF EXCESS OR SHORTAGE OF SOIL MATERIAL EXISTS, CONTRACTOR SHALL TRANSPORT ALL EXCESS SOIL MATERIAL OFF THE SITE TO AN AREA SELECTED BY THE CONTRACTOR, OR IMPORT SUITABLE MATERIAL TO THE SITE.
- CONTRACTOR SHALL DETERMINE THE LOCATION OF ANY HAUL ROADS THAT MAY BE REQUIRED TO COMPLETE THE SITE GRADING CONSTRUCTION AND SHALL INDICATE HAUL ROADS ON EROSION AND SEDIMENT CONTROL "SITE MAP". CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF THE GOVERNING AUTHORITY OF EACH ROADWAY. CONTRACTOR SHALL POST WHATEVER SECURITY AND COMPLY WITH ALL CONDITIONS WHICH ARE REQUIRED BY EACH GOVERNING AUTHORITY OF EACH ROADWAY.
- DISTURBED AREAS WITHIN WETLAND MITIGATION SITE AND ANY DISTURBED AREAS WITHIN THE WETLAND SHALL BE RESTORED WITH 6 TO 12 INCHES OF ORGANIC SOILS, PREFERABLY SOILS THAT WERE PREVIOUSLY REMOVED FROM WETLAND AREAS. SEEDING IN THE WETLAND MITIGATION AREAS ABOVE THE NORMAL WATER LEVEL SHALL BE MNDOT SEED MIX 'WET DITCH' OR APPROVED EQUAL. FOR STATE SEED MIXES, OATS AND WINTER WHEAT SHOULD BE SELECTED BASED ON THE TIME OF YEAR THAT THE MIX IS BEING USED. OATS SHOULD BE INCLUDED IN MIXES IF BEING USED BETWEEN MAY 1<sup>ST</sup> AND AUGUST 1<sup>ST</sup>. WINTER WHEAT SHOULD BE USED BETWEEN AUGUST 1<sup>ST</sup> AND OCTOBER 1<sup>ST</sup>. THE SEEDING RATE IS THE SAME FOR OATS AND WINTER WHEAT. SHOULD BE APPLIED AT 20 POUNDS PER ACRE. SEED SHALL BE WATERED UNTIL A HEALTHY STAND OF VEGETATION IS OBTAINED.
- FILL PLACED WITHIN THE BUILDING PAD AREAS SHALL BE IN CONFORMANCE WITH HUD/FHA PROCEDURES AND DATA SHEET 79G.
- RETAINING WALL(S) SHALL BE CONSTRUCTED OF \_\_\_\_\_ (MODULAR BLOCK, TREATED TIMBER, BOULDER, ETC.) MATERIAL. CONTRACTOR SHALL SUBMIT TO THE ENGINEER AND LOCAL AUTHORITY CERTIFIED ENGINEERING DRAWINGS, DESIGN CALCULATIONS AND SOIL BORINGS. THE CERTIFIED ENGINEER FOR THE RETAINING WALL(S) SHALL PROVIDE CONSTRUCTION OBSERVATIONS OF THE RETAINING WALL IMPROVEMENT, AND A LETTER CERTIFYING THE INSTALLATION OF THE WALL(S) WAS CONSTRUCTED IN CONFORMANCE WITH THE PLANS AND SPECIFICATIONS.
- CONTRACTOR SHALL PROVIDE RECORD PLANS AS REQUIRED BY PERMITTING AGENCIES.

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NO	DATE	BY	CKD	APPR	COMMENT

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

Print Name: \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_ License # \_\_\_\_\_

DATE ISSUED  
09/22/2025

DESIGN REVIEW

PERMIT SUBMITTAL

CONSTRUCTION DOCUMENTS

DRAWN BY  
TK

DESIGNED BY  
CC

CHECKED BY  
TC

PROJECT NO.  
53862



**GENERAL NOTES**

CRCL GROUP  
COMMERCE BOULEVARD DEVELOPMENT  
PRELIMINARY DESIGN DOCUMENTS  
ROGERS, MN

SHEET  
**C1.02**  
2 OF 21  
REV.

**INFILTRATION BASIN CONSTRUCTION NOTES**

1. INFILTRATION BASIN CONSTRUCTION REQUIREMENTS: INCLUDES ALL DEVICES USING FILTRATION THROUGH A SOIL MEDIUM TO CAPTURE STORM WATER RUNOFF BUT ARE NOT LIMITED TO: INFILTRATION BASINS, INFILTRATION TRENCHES, BIOFILTRATION BASINS, RAINWATER GARDENS, SAND FILTERS, ORGANIC FILTERS, BIORETENTION AREAS, ENHANCED SWALES, DRY STORAGE PONDS WITH UNDERDRAIN DISCHARGE, AND NATURAL DEPRESSIONS (IF USED TO PROVIDE STORMWATER TREATMENT OF NEW IMPERIOUS SURFACE)
  - A. PERMITTEES MUST NOT EXCAVATE INFILTRATION SYSTEMS TO FINAL GRADE, OR WITHIN THREE (3) FEET OF FINAL GRADE, UNTIL THE CONTRIBUTING DRAINAGE AREA HAS BEEN CONSTRUCTED AND FULLY STABILIZED UNLESS THEY PROVIDE RIGOROUS EROSION PREVENTION AND SEDIMENT CONTROLS (E.G., DIVERSION BERMS) TO KEEP SEDIMENT AND RUNOFF COMPLETELY AWAY FROM THE INFILTRATION AREA. WHEN EXCAVATING AN INFILTRATION SYSTEM TO WITHIN THREE (3) FEET OF FINAL GRADE, PERMITTEES MUST STAKE OFF AND MARK THE AREA SO HEAVY CONSTRUCTION VEHICLES OR EQUIPMENT DO NOT COMPACT THE SOIL IN THE INFILTRATION AREA. ONCE STREET AND UTILITY CONSTRUCTION CEASES AND "FINAL STABILIZATION" (AS DEFINED ACCORDING TO SECTION 8 OF THE SWPPP NARRATIVE) OF CONTRIBUTING DRAINAGE AREA HAS BEEN COMPLETED, AND ONLY AFTER THE OWNER'S ENGINEER AUTHORIZES CONTRACTOR TO PROCEED, INFILTRATION BASIN SHALL BE EXCAVATED TO FINISHED GRADE.
  - B. HEAVY EQUIPMENT SHALL NOT TRAVEL WITHIN THE INFILTRATION BASIN AREA. EXCAVATION WITHIN THE INFILTRATION BASIN SHALL BE PERFORMED BY USE OF A BACKHOE BUCKET WITH TEETH. CONTRACTOR SHALL DISC OR TILL THE SOILS IF REQUIRED BY THE SOILS ENGINEER.
  - C. INFILTRATION BASIN SHALL BE PROTECTED BY SILT FENCE DURING ALL CONSTRUCTION ACTIVITIES. ALL DEPOSITED SEDIMENT DURING CONSTRUCTION ACTIVITY SHALL BE PROPERLY DISPOSED OF DOWNSTREAM OF INFILTRATION BASIN, IF POSSIBLE.
  - D. ALL FLARED END SECTION INLETS AND CATCH BASIN MANHOLE INLETS SHALL HAVE INLET EROSION CONTROL PROTECTION IN PLACE UNTIL FINAL STABILIZATION BASIN HAS OCCURRED.
  - E. ABOVE THE INFILTRATION BASIN OUTLET ELEVATION, INCLUDING THE BERM AND DISTURBED AREAS, A MINIMUM OF 4" DEPTH OF TOPSOIL MATERIAL SHALL BE PLACED TO THE FINISHED GRADE ELEVATION. TOPSOIL SHALL MEET (MNDOT) SPECIFICATION. THE AREA SHALL BE SEEDED MNDOT SEED MIX 'SOUTHERN BOULEVARD' APPLIED AT A RATE OF 160 LBS/ACRE, OR MNDOT SEED MIX 'SOUTHERN TALLGRASS ROADSIDE' APPLIED AT A RATE OF 26 LBS/ACRE. SOD MEETING (MNDOT) SPECIFICATION 3878.2-B CAN BE SUBSTITUTED FOR SEED.  
SEED APPLICATION PROCEDURE:  
MIXTURE APPLICATION PROCEDURES SHALL FOLLOW (MNDOT) SPECIFICATION 2575.3. SEED SHALL BE SECURED BY USE OF (MNDOT) SPECIFICATION 3885 CATEGORY 10 EROSION BLANKET.  
  
ABSENT A SOIL TEST, FERTILIZER MEETING ANALYSIS 22-5-10 (NPK) 80% W.I.N. SHALL BE APPLIED AT A RATE OF 350 LBS/ACRE FOR MNDOT SEED MIX 'SOUTHERN BOULEVARD', OR FERTILIZER WITH AN ANALYSIS OF 18-1-8 (NPK) (FOR LOAMS, CLAY LOAM SOIL), OR 17-10-7 (NPK) (FOR SANDS WITH LESS THAN 30% ORGANIC AND CLAY MATTER) NATURAL BASE SHALL BE APPLIED AT A RATE OF 150 LBS/ACRE FOR MNDOT SEED MIX 'SOUTHERN TALLGRASS ROADSIDE'.
  - F. BELOW THE INFILTRATION BASIN OUTLET, INCLUDING BASIN FLOOR, PLACE PLANTING MEDIUM SOIL BASED ON - SITE SOIL CONDITIONS, AND ALSO BASED ON LANDSCAPE ARCHITECT, WATERSHED, AND/OR CITY RECOMMENDATIONS (SEE DETAIL ON PLAN). DISTURBED AREAS TO BE SEEDED WITH MNDOT SEED MIX 'WET DITCH' APPLIED AT A RATE OF 20 LBS/ACRE. DRAINTILE INSTALLATION (IF REQUIRED) SHALL BE INSTALLED CONCURRENTLY WITH FLOOR CONSTRUCTION.  
  
NOTE:  
INFILTRATION BASIN FLOOR EXCAVATING, PLANTING MEDIUM SOIL PLACEMENT, DRAINTILE INSTALLATION, ETC. SHALL TAKE PLACE ONLY AFTER THE OWNER'S ENGINEER AUTHORIZES CONTRACTOR TO PROCEED AND AFTER INFILTRATION BASIN SIDESLOPES (ABOVE OUTLET ELEVATION) HAVE UNDERGONE "FINAL STABILIZATION" WHICH INCLUDES FLUSHING OUT ACCUMULATED SILT AND SEDIMENT FROM CONTRIBUTING STORM SEWER. EXCAVATED BASIN MATERIAL SHALL BE DISPOSED OF DOWNSTREAM OF BASIN AREA, IF POSSIBLE, OR OFF-SITE.  
SEED APPLICATION PROCEDURE:  
MIXTURE APPLICATION PROCEDURES SHALL FOLLOW (MNDOT) SPECIFICATION 2575.3. SEED SHALL BE SECURED BY USE OF HYDRO MULCH, OR SECURED BY (MNDOT) SPECIFICATION 3885 CATEGORY 10 OR CATEGORY 20 EROSION BLANKET. ABSENT A SOIL TEST, FERTILIZER WITH AN ANALYSIS OF 18-1-8 (NPK) (FOR LOAMS, CLAY LOAM SOIL), OR 17-10-7 (NPK) (FOR SANDS WITH LESS THAN 30% ORGANIC AND CLAY MATTER), NATURAL BASE SHALL BE APPLIED AT A RATE OF 120 LBS/ACRE.
  - G. CONTRACTOR SHALL RESEED OR REPLANT ANY AREAS ON WHICH THE ORIGINAL SEED HAS FAILED TO GERMINATE AS DIRECTED BY THE OWNER'S ENGINEER.
  - H. IF ALTERNATIVE METHODS OF INFILTRATION BASIN CONSTRUCTION ARE PROPOSED BY THE CONTRACTOR, THOSE ALTERNATIVE METHODS WILL REQUIRE WRITTEN APPROVAL BY THE OWNER'S ENGINEER.
  - I. COSTS FOR REMOBILIZATION (IF REQUIRED) TO COMPLETE INFILTRATION BASIN CONSTRUCTION WILL BE CONDUCTED AT THE CONTRACTOR'S EXPENSE.
2. PERFORMANCE TESTING OF INFILTRATION BASINS:  
ALL COSTS RELATED TO THE PERFORMANCE INFILTRATION TESTING SHALL BE PAID BY THE OWNER, EXCEPT AS NOTED. THE INFILTRATION BASINS WILL BE TESTED IN ACCORDANCE TO THE FOLLOWING PROCEDURE:
  - A. A MINIMUM OF TWO INFILTRATION TESTS SHALL BE COMPLETED FOR EACH INFILTRATION BASIN (0.5 ACRE FLOOR AREA OR LESS). THE REQUIRED NUMBER OF TESTS SHALL BE VERIFIED WITH THE SOILS ENGINEER AND THE GOVERNING AUTHORITIES.
  - B. TWO ADDITIONAL TESTS WILL BE REQUIRED FOR EACH 0.5 ACRE OF INFILTRATION BASIN FLOOR AREA.
  - C. TEST PROCEDURE WILL FOLLOW ASTM D-3385-09 "STANDARD TEST METHOD FOR INFILTRATION RATE OF SOILS IN FIELD USING DOUBLE-RING INFILTRMETER".
  - D. TEST WILL BE CONDUCTED AT THE FINISHED BASIN FLOOR ELEVATION.
  - E. TEST WILL BE FOR A PERIOD AS OUTLINED IN ASTM D-3385-09.
  - F. THE TEST RESULTS WILL BE AVERAGED TO OBTAIN THE INFILTRATION RATE USED FOR ACCEPTANCE.
  - G. THE LOWEST MEASURED INFILTRATION RATE SHALL EXCEED THE DESIGN INFILTRATION RATE OF \_\_\_\_\_ INCHES/HOUR.
3. IF THE INFILTRATION RATE AS TESTED DOES NOT MEET OR EXCEED THE REQUIRED RATE AS DETERMINED ABOVE, CONTRACTOR WILL BE REQUIRED TO COMPLETE SOIL CORRECTIVE AND/OR SOIL REPLACEMENT WORK AS NECESSARY WITHIN THE INFILTRATION BASIN AREA AT THE CONTRACTOR'S EXPENSE UNTIL THE INFILTRATION RATE AS TESTED EXCEEDS THE REQUIRED RATE AS DETERMINED ABOVE. SUBSEQUENT RE-TESTING WILL BE REQUIRED UNTIL THE INFILTRATION AS TESTED EXCEEDS THE REQUIRED RATE AS DETERMINED ABOVE. RE-TESTING SHALL BE AT THE CONTRACTOR'S EXPENSE AND WILL BE DEDUCTED FROM THE AMOUNT DUE THE CONTRACTOR.

**UTILITY CONSTRUCTION NOTES**

1. THE UTILITY IMPROVEMENTS FOR THIS PROJECT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE "STANDARD UTILITIES SPECIFICATIONS" AS PUBLISHED BY THE CITY ENGINEERS ASSOCIATION OF MINNESOTA (CEAM), EXCEPT AS MODIFIED HEREIN. CONTRACTOR SHALL OBTAIN A COPY OF THESE SPECIFICATIONS.
  - a. ALL UTILITIES SHALL BE CONSTRUCTED IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL REQUIREMENTS, INCLUDING BUT NOT LIMITED TO CITY, DEPARTMENT OF LABOR AND INDUSTRY AND MINNESOTA DEPARTMENT OF HEALTH REQUIREMENTS.
  - b. CONTRACTOR SHALL NOT OPEN, TURN OFF, INTERFERE WITH, OR ATTACH ANY PIPE OR HOSE TO OR TAP WATERMAIN BELONGING TO THE CITY UNLESS DULY AUTHORIZED TO DO SO BY THE CITY. ANY ADVERSE CONSEQUENCES OF ANY SCHEDULED OR UNSCHEDULED DISRUPTIONS OF SERVICE TO THE PUBLIC ARE THE LIABILITY OF CONTRACTOR.
  - c. A MINIMUM VERTICAL SEPARATION OF 18 INCHES, AND HORIZONTAL SEPARATION OF 10-FEET, BETWEEN OUTSIDE PIPE AND/OR STRUCTURE WALLS, IS REQUIRED AT ALL WATERMAIN AND SEWER MAIN (BUILDING, STORM AND SANITARY) CROSSINGS.
2. ALL MATERIALS SHALL BE AS SPECIFIED IN CEAM SPECIFICATIONS EXCEPT AS MODIFIED HEREIN.
  - a. ALL MATERIALS SHALL COMPLY WITH THE REQUIREMENTS OF THE CITY.
  - b. ALL SANITARY SEWER TO BE PVC SDR-35, UNLESS NOTED OTHERWISE.
  - i. ALL SANITARY SEWER SERVICES TO BUILDING SHALL BE CONSTRUCTED OF MATERIALS APPROVED FOR USE WITHIN A BUILDING (SEE TABLE 701.2 OF 2020 MN PLUMBING CODE).
  - ii. ALL SANITARY SEWER WITHIN 10 FEET OF, CROSSING ABOVE, OR WITHIN 12-INCHES BELOW, A POTABLE WATER LINE SHALL BE CONSTRUCTED OF MATERIALS APPROVED FOR USE WITHIN A BUILDING (SEE TABLE 701.2 OF 2020 MN PLUMBING CODE).
  - c. ALL WATERMAIN TO BE DUCTILE IRON - CLASS 52, OR PVC C-900, UNLESS NOTED OTHERWISE.
    - i. ALL WATERMAIN TO HAVE 7.5-FEET OF COVER OVER TOP OF WATERMAIN.
    - ii. PROVIDE THRUST BLOCKING AND MECHANICAL JOINT RESTRAINTS ON ALL WATERMAIN JOINTS PER CITY STANDARDS.
    - iii. WHERE A SEWER LINE CROSSES A WATER SERVICE, THE WATER SERVICE SHALL NOT CONTAIN ANY JOINTS OR CONNECTIONS WITHIN 10 FEET OF THE CROSSING.
  - d. ALL STORM SEWER PIPE TO BE SMOOTH INTERIOR DUAL WALL HDPE PIPE WITH WATERTIGHT GASKETS, UNLESS NOTED OTHERWISE.
    - i. ALL STORM SEWER CROSSING ABOVE, OR WITHIN 12-INCHES BELOW, A POTABLE WATER LINE SHALL BE CONSTRUCTED OF MATERIALS APPROVED FOR USE WITHIN A BUILDING (SEE TABLE 701.2 OF 2020 MN PLUMBING CODE).
    - ii. ALL STORM SEWER PIPE FOR ROOF DRAIN SERVICES TO THE BUILDING, OR WITHIN 10' OF A BUILDING, SHALL BE CONSTRUCTED OF MATERIALS APPROVED FOR USE WITHIN A BUILDING (SEE TABLE 701.2 OF 2020 MN PLUMBING CODE).
  - e. RIP RAP SHALL BE MN/DOT CLASS 3.
3. COORDINATE ALL BUILDING SERVICE CONNECTION LOCATIONS AND INVERT ELEVATIONS WITH MECHANICAL CONTRACTOR PRIOR TO CONSTRUCTION.
4. ALL BUILDING SERVICE CONNECTIONS (STORM, SANITARY, WATER) WITH FIVE FEET OR LESS COVER ARE TO BE INSULATED FROM BUILDING TO POINT WHERE 5-FEET OF COVER IS ACHIEVED.
5. CONTRACTOR SHALL TAKE ALL PRECAUTIONS NECESSARY TO AVOID PROPERTY DAMAGE TO ADJACENT PROPERTIES DURING THE CONSTRUCTION PHASES OF THIS PROJECT. CONTRACTOR WILL BE HELD SOLELY RESPONSIBLE FOR ANY DAMAGES TO THE ADJACENT PROPERTIES OCCURRING DURING THE CONSTRUCTION PHASES OF THIS PROJECT.
6. SAFETY NOTICE TO CONTRACTORS: IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS ON THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE DUTY OF THE ENGINEER OR THE DEVELOPER TO CONDUCT CONSTRUCTION REVIEW OF CONTRACTOR'S PERFORMANCE IS NOT INTENDED TO INCLUDE REVIEW OF THE ADEQUACY OF CONTRACTOR'S SAFETY MEASURES IN, ON OR NEAR THE CONSTRUCTION SITE.
7. ALL AREAS OUTSIDE THE PROPERTY BOUNDARIES THAT ARE DISTURBED BY UTILITY CONSTRUCTION SHALL BE RESTORED IN KIND. SODDED AREAS SHALL BE RESTORED WITH 6 INCHES OF TOPSOIL PLACED BENEATH THE SOD.
8. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING TRAFFIC CONTROL DEVICES SUCH AS BARRICADES, WARNING SIGNS, DIRECTIONAL SIGNS, FLAGMEN AND LIGHTS TO CONTROL THE MOVEMENT OF TRAFFIC WHERE NECESSARY. TRAFFIC CONTROL DEVICES SHALL CONFORM TO APPROPRIATE MINNESOTA DEPARTMENT OF TRANSPORTATION STANDARDS.
9. ALL SOILS TESTING SHALL BE COMPLETED BY AN INDEPENDENT SOILS ENGINEER. EXCAVATION FOR THE PURPOSE OF REMOVING UNSTABLE OR UNSUITABLE SOILS SHALL BE COMPLETED AS REQUIRED BY THE SOILS ENGINEER. THE UTILITY BACKFILL CONSTRUCTION SHALL COMPLY WITH THE REQUIREMENTS OF THE SOILS ENGINEER. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL REQUIRED SOILS TESTS AND SOIL INSPECTIONS WITH THE SOILS ENGINEER. A GEOTECHNICAL ENGINEERING REPORT HAS BEEN COMPLETED BY:
 

COMPANY:  
ADDRESS:  
PHONE:  
DATED:  
CONTRACTOR SHALL OBTAIN A COPY OF THIS SOILS REPORT.
10. CONTRACTOR SHALL SUBMIT 2 COPIES OF SHOP DRAWINGS FOR MANHOLE AND CATCH BASIN STRUCTURES TO \_\_\_\_\_. CONTRACTOR SHALL ALLOW 5 WORKING DAYS FOR SHOP DRAWING REVIEW.
11. CONTRACTOR AND MATERIAL SUPPLIER SHALL DETERMINE THE MINIMUM DIAMETER REQUIRED FOR EACH STORM SEWER STRUCTURE.

**UTILITY CONSTRUCTION NOTES CONT.**

13. THE UNDERGROUND STORMWATER SYSTEM SHOWN ON THE UTILITY PLAN AND THE DETAIL SHEETS IS FOR INFORMATIONAL PURPOSES ONLY AND DEPICTS THE MINIMUM STORAGE REQUIREMENTS AND THE SYSTEM ELEVATIONS. THE CONTRACTOR (WITH THEIR SUPPLIER OR DESIGNER) SHALL SUBMIT DESIGN DRAWINGS TO THE ENGINEER FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION. THE DESIGN DRAWINGS SHALL DEPICT THE FINAL LAYOUT AND DETAILS FOR CONSTRUCTION. THE DRAWINGS SHALL BE CERTIFIED BY A LICENSED ENGINEER FOR THE STATE IN WHICH THE PROJECT IS CONSTRUCTED. THE SUBMITTAL SHALL INCLUDE ALL NECESSARY PRODUCT INFORMATION, DESIGN CALCULATIONS AND BEDDING REQUIREMENTS FOR THE PROPOSED STORMWATER SYSTEM. FOLLOWING CONSTRUCTION, THE CERTIFYING ENGINEER SHALL SUBMIT A LETTER TO THE OWNER AND ENGINEER INDICATING THEY OBSERVED THE INSTALLATION AND THE INSTALLATION OF THE STORMWATER SYSTEM WAS IN CONFORMANCE WITH THE CERTIFIED DRAWINGS.
14. THE UTILITY DESIGN DOES NOT INCLUDE WATERMAIN ELEVATIONS. THE CONTRACTOR SHALL INSTALL WATERMAIN AT DEPTHS REQUIRED BY APPLICABLE AGENCIES AND SHALL DETERMINE LOCATIONS OF CONFLICTS WITH OTHER UTILITIES AND INCLUDE THE REQUIRED EFFORTS TO AVOID CONFLICTS (BENDS, MATERIAL CHANGES, ETC.) IN THEIR BIDS.
15. CONTRACTOR SHALL PROVIDE RECORD PLANS AS REQUIRED BY PERMITTING AGENCIES.

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NO	DATE	BY	CKD	APPR	COMMENT

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

Print Name: \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_ License # \_\_\_\_\_

DATE ISSUED  
09/22/2025  
DESIGN REVIEW  
  
PERMIT SUBMITTAL  
  
CONSTRUCTION DOCUMENTS

DRAWN BY  
TK  
DESIGNED BY  
CC  
CHECKED BY  
TC  
PROJECT NO.  
53862



**GENERAL NOTES**  
CRCL GROUP  
COMMERCE BOULEVARD DEVELOPMENT  
PRELIMINARY DESIGN DOCUMENTS  
ROGERS, MN

**SHEET**  
**C1.03**  
3 OF 21  
REV.

**LANDSCAPE NOTES**

**GENERAL NOTES:**

- THE CONTRACTOR SHALL INSPECT THE SITE AND BECOME FAMILIAR WITH THE EXISTING CONDITIONS RELATING TO THE NATURE AND SCOPE OF THE WORK.
- THE CONTRACTOR SHALL VERIFY PLAN LAYOUT AND BRING TO THE ATTENTION OF THE LANDSCAPE ARCHITECT DISCREPANCIES WHICH MAY COMPROMISE THE DESIGN OR INTENT OF THE LAYOUT.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH ALL APPLICABLE CODES, REGULATIONS, AND PERMITS GOVERNING THE WORK.
- THE CONTRACTOR SHALL PROTECT EXISTING ROADS, CURBS/GUTTERS, TRAILS, TREES, LAWNS AND SITE ELEMENTS DURING CONSTRUCTION. DAMAGE TO SAME SHALL BE REPAIRED AND/OR REPLACED AT NO ADDITIONAL COST TO THE OWNER.
- LOCATE AND VERIFY ALL UTILITIES, INCLUDING IRRIGATION LINES, WITH THE OWNER FOR PROPRIETARY UTILITIES AND GOPHER STATE ONE CALL 48 HOURS BEFORE DIGGING. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ANY DAMAGES TO SAME. NOTIFY THE LANDSCAPE ARCHITECT OF ANY CONFLICTS TO FACILITATE PLANT RELOCATION.
- THE LANDSCAPE CONTRACTOR SHALL COORDINATE THE PHASES OF CONSTRUCTION AND PLANTING INSTALLATION WITH OTHER CONTRACTORS WORKING ON SITE.**
- THE CONTRACTOR SHALL REVIEW THE SITE FOR DEFICIENCIES IN SITE CONDITIONS WHICH MIGHT NEGATIVELY AFFECT PLANT ESTABLISHMENT, SURVIVAL OR WARRANTY. UNDESIRABLE SITE CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO BEGINNING OF WORK.
- THE PLAN TAKES PRECEDENCE OVER THE LANDSCAPE LEGEND IF DISCREPANCIES EXIST. QUANTITIES SHOWN IN THE PLANTING SCHEDULE ARE FOR THE CONTRACTOR'S CONVENIENCE. CONTRACTOR TO VERIFY QUANTITIES SHOWN ON THE PLAN.
- THE SPECIFICATIONS TAKE PRECEDENCE OVER THE PLANTING NOTES AND GENERAL NOTES.
- EXISTING TREES AND SHRUBS TO REMAIN SHALL BE PROTECTED TO THE DRIP LINE FROM ALL CONSTRUCTION TRAFFIC, STORAGE OF MATERIALS ETC. WITH 4' HT. ORANGE PLASTIC SAFETY FENCING ADEQUATELY SUPPORTED BY STEEL FENCE POSTS 6' O. C. MAXIMUM SPACING.
- LONG-TERM STORAGE OF MATERIALS OR SUPPLIES ON-SITE WILL NOT BE ALLOWED.
- CONTRACTOR SHALL REQUEST IN WRITING, A FINAL ACCEPTANCE INSPECTION.

**PLANTING NOTES:**

- NO PLANTS SHALL BE INSTALLED UNTIL FINAL GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN THE IMMEDIATE AREA.
- A GRANULAR PRE-EMERGENT HERBICIDE SHALL BE APPLIED TO ALL PLANT BEDS AT THE MANUFACTURERS RECOMMENDED RATE PRIOR TO PLANT INSTALLATION.
- ALL PLANTING STOCK SHALL CONFORM TO THE "AMERICAN STANDARD FOR NURSERY STOCK," ANSI-Z60, LATEST EDITION, OF THE AMERICAN ASSOCIATION OF NURSERYMEN, INC. AND SHALL CONSTITUTE MINIMUM QUALITY REQUIREMENTS FOR PLANT MATERIALS.
- OVERSTORY TREES SHALL BEGIN BRANCHING NO LOWER THAN 6' ABOVE PAVED SURFACES.
- ALL PLANTS MUST BE HEALTHY, VIGOROUS MATERIAL, FREE OF PESTS AND DISEASE AND BE CONTAINER GROWN OR BALLED AND BURLAPPED AS INDICATED IN THE LANDSCAPE LEGEND.
- PLANT MATERIALS TO BE INSTALLED PER PLANTING DETAILS.
- ALL TREES MUST BE STRAIGHT TRUNKED AND FULL HEADED AND MEET ALL REQUIREMENTS SPECIFIED.
- THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REJECT ANY PLANTS WHICH ARE DEEMED UNSATISFACTORY BEFORE, DURING, OR AFTER INSTALLATION.
- NO SUBSTITUTIONS OF PLANT MATERIAL SHALL BE ACCEPTED UNLESS APPROVED IN WRITING BY THE LANDSCAPE ARCHITECT.
- ALL PLANT MATERIAL QUANTITIES, SHAPES OF BEDS AND LOCATIONS SHOWN ARE APPROXIMATE. CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLETE COVERAGE OF ALL PLANTING BEDS AT SPACING SHOWN AND ADJUSTED TO CONFORM TO THE EXACT CONDITIONS OF THE SITE. THE LANDSCAPE ARCHITECT SHALL APPROVE THE STAKING LOCATION OF ALL PLANT MATERIALS PRIOR TO INSTALLATION.
- ALL PLANTING AREAS MUST BE COMPLETELY MULCHED AS SPECIFIED.
- MULCH: DOUBLE SHREDDED HARDWOOD MULCH, CLEAN AND FREE OF NOXIOUS WEEDS OR OTHER DELETERIOUS MATERIAL, IN ALL MASS PLANTING BEDS AND FOR TREES, UNLESS INDICATED AS ROCK MULCH ON DRAWINGS. SUBMIT SAMPLE TO LANDSCAPE ARCHITECT PRIOR TO DELIVERY ON-SITE FOR APPROVAL. DELIVER MULCH ON DAY OF INSTALLATION. USE 3" FOR SHRUB BEDS, TREE RINGS, AND 3" FOR PERENNIAL/GROUND COVER BEDS, UNLESS OTHERWISE DIRECTED.
- BUILDING MAINTENANCE STRIP: WHERE NO LANDSCAPE PLANTING BEDS EXIST ADJACENT TO A BUILDING FOUNDATION, CONTRACTOR SHALL INSTALL A DECORATIVE ROCK MAINTENANCE STRIP PER PLAN. DECORATIVE ROCK SHALL BE 1"-3" DRESSER TRAP ROCK, GREY IN COLOR.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MULCHES AND PLANTING SOIL QUANTITIES TO COMPLETE THE WORK SHOWN ON THE PLAN.
- USE ANTI-DESICCANT (WILT-PRUF OR APPROVED EQUAL) ON DECIDUOUS PLANTS MOVED IN LEAF AND FOR EVERGREENS MOVED ANYTIME. APPLY AS PER MANUFACTURER'S INSTRUCTION. ALL EVERGREENS SHALL BE SPRAYED IN THE LATE FALL FOR WINTER PROTECTION DURING WARRANTY PERIOD.
- WRAP ALL SMOOTH-BARKED DECIDUOUS TREES PLANTED IN THE FALL PRIOR TO DECEMBER 1 AND REMOVE WRAPPING AFTER MAY 1. TREE WRAPPING MATERIAL SHALL BE WHITE TWO-WALLED PLASTIC SHEETING APPLIED FROM TRUNK FLARE TO THE FIRST BRANCH.
- ALL DECIDUOUS, PINE, AND LARCH PLANTINGS SHALL RECEIVE RODENT PROTECTION PER MNDOT 2571.3-1.2
- PLANTING SOIL FOR TREES, SHRUBS AND GROUND COVERS: FERTILE FRIABLE LOAM CONTAINING A LIBERAL AMOUNT (4% MIN.) OF HUMUS AND CAPABLE OF SUSTAINING VIGOROUS PLANT GROWTH. IT SHALL COMPLY WITH MNDOT SPECIFICATION 3877 TYPE B SELECT TOPSOIL. MIXTURE SHALL BE FREE FROM HARDPACK SUBSOIL, STONES, CHEMICALS, NOXIOUS WEEDS, ETC. SOIL MIXTURE SHALL HAVE A PH BETWEEN 6.1

- AND 7.5 AND 10-0-10 FERTILIZER AT THE RATE OF 3 POUNDS PER CUBIC YARD. IN PLANTING BEDS INCORPORATE THIS MIXTURE THROUGHOUT THE ENTIRE BED IN A 6" LAYER AND ROTO-TILLING IT INTO THE TOP 12" OF SOIL AT A 1:1 RATIO. ANY PLANT STOCK NOT PLANTED ON DAY OF DELIVERY SHALL BE HELED IN AND WATERED UNTIL INSTALLATION. PLANTS NOT MAINTAINED IN THIS MANNER WILL BE REJECTED.
- CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY THAT EACH EXCAVATED TREE AND SHRUB PIT WILL PERCOLATE PRIOR TO INSTALLING PLANTING MEDIUM AND PLANTS. THE CONTRACTOR SHALL FILL THE BOTTOM OF SELECTED HOLES WITH SIX INCHES OF WATER AND CONFIRM THAT THIS WATER WILL PERCOLATE WITHIN A 24-HOUR PERIOD. IF THE SOIL AT A GIVEN AREA DOES NOT DRAIN PROPERLY, A PVC DRAIN OR GRAVEL SUMP SHALL BE INSTALLED OR THE PLANTING SHALL BE RELOCATED IF DIRECTED BY THE LANDSCAPE ARCHITECT.
  - ALL PLANTS SHALL BE GUARANTEED FOR TWO COMPLETE GROWING SEASONS (APRIL 1 - NOVEMBER 1), UNLESS OTHERWISE SPECIFIED. THE GUARANTEE SHALL COVER THE FULL COST OF REPLACEMENT INCLUDING LABOR AND PLANTS.
  - CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT AT LEAST 3 DAYS PRIOR TO PLANNED DELIVERY. THE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT AT LEAST 24 HOURS IN ADVANCE OF BEGINNING PLANT INSTALLATION.
  - SEASONS/TIME OF PLANTING AND SEEDING: NOTE: THE CONTRACTOR MAY ELECT TO PLANT IN OFF-SEASONS ENTIRELY AT HIS/HER RISK.
    - POTTED PLANTS: 4/1 - 6/1; 9/21 - 11/1
    - DECIDUOUS /B&B: 4/1 - 6/1; 9/21 - 11/1
    - EVERGREEN POTTED PLANTS: 4/1 - 6/1; 9/21-11/1
    - EVERGREEN B&B: 4/1 - 5/1; 9/21 - 11/1
    - TURF/LAWN SEEDING: 4/1 - 6/1; 7/20 - 9/20
    - NATIVE MIX SEEDING: 4/15 - 7/20; 9/20-10/20
  - MAINTENANCE SHALL BEGIN IMMEDIATELY AFTER EACH PORTION OF THE WORK IS IN PLACE. PLANT MATERIAL SHALL BE PROTECTED AND MAINTAINED UNTIL THE INSTALLATION OF THE PLANTS IS COMPLETE, INSPECTION HAS BEEN MADE, AND PLANTINGS ARE ACCEPTED EXCLUSIVE OF THE GUARANTEE. MAINTENANCE SHALL INCLUDE WATERING, CULTIVATING, MULCHING, REMOVAL OF DEAD MATERIALS, RE-SETTING PLANTS TO PROPER GRADE AND KEEPING PLANTS IN A PLUMB POSITION. AFTER ACCEPTANCE, THE OWNER SHALL ASSUME MAINTENANCE RESPONSIBILITIES. HOWEVER, THE CONTRACTOR SHALL CONTINUE TO BE RESPONSIBLE FOR KEEPING THE TREES PLUMB THROUGHOUT THE GUARANTEE PERIOD.
  - ANY PLANT MATERIAL WHICH DIES, TURNS BROWN, OR DEFOLIATES (PRIOR TO TOTAL ACCEPTANCE OF THE WORK) SHALL BE PROMPTLY REMOVED FROM THE SITE AND REPLACED WITH MATERIAL OF THE SAME SPECIES, QUANTITY, AND SIZE AND MEETING ALL LANDSCAPE LEGEND SPECIFICATIONS.
  - WATERING: MAINTAIN A WATERING SCHEDULE WHICH WILL THOROUGHLY WATER ALL PLANTS ONCE A WEEK. IN EXTREMELY HOT, DRY WEATHER, WATER MORE OFTEN AS REQUIRED BY INDICATIONS OF HEAT STRESS SUCH AS WILTING LEAVES. CHECK MOISTURE UNDER MULCH PRIOR TO WATERING TO DETERMINE NEED. CONTRACTOR SHALL MAKE THE NECESSARY ARRANGEMENTS FOR WATER.

**TURF NOTES:**

- TURF ESTABLISHMENT SHALL BE ACCOMPLISHED IN ACCORDANCE WITH THE PROVISIONS OF THE MN/DOT 2106 AND 2575 EXCEPT AS MODIFIED BELOW:
- ALL AREAS TO RECEIVE SOD SHALL ALSO RECEIVE 6" OF TOPSOIL PRIOR TO INSTALLING SOD. TOPSOIL SHALL BE FREE OF TREE ROOTS, STUMPS, BUILDING MATERIAL, AND TRASH, AND SHALL BE FREE OF STONES LARGER THAN 1 3/8" INCHES IN ANY DIMENSION.
  - WHERE SOD ABUTS PAVED SURFACES, FINISHED GRADE OF SOD/SEED SHALL BE HELD 1" BELOW SURFACE ELEVATION OF TRAIL, SLAB, CURB, ETC.
  - SOD SHALL BE LAID PARALLEL TO THE CONTOURS AND SHALL HAVE STAGGERED JOINTS. ON SLOPES STEEPER THAN 3:1 OR IN DRAINAGE SWALES, SOD SHALL BE STAKED SECURELY.
  - TURF ON ALL OTHER AREAS DISTURBED BY CONSTRUCTION SHALL BE RESTORED BY SEEDING, MULCHING AND FERTILIZING. MNDOT SEED MIXTURE RESIDENTIAL TURFGRASS (RT) AT A RATE OF 200 POUNDS PER AC.
  - ALL DISTURBED AREAS TO BE TURF SEEDED, ARE TO RECEIVE 6" TOP SOIL, SEED, MULCH, AND WATER UNTIL A HEALTHY STAND OF GRASS IS OBTAINED. FOR SLOPES STEEPER THAN 3:1 OR IN DRAINAGE SWALES INSTALL EROSION CONTROL BLANKET.
  - ALL DISTURBED AREAS TO RECEIVE NATIVE SEED, ARE TO RECEIVE PLANTING SOIL, SEED, MULCH, AND WATER UNTIL A HEALTHY STAND OF GRASS IS OBTAINED. FOR SLOPES STEEPER THAN 3:1 OR IN DRAINAGE SWALES INSTALL EROSION CONTROL BLANKET.

**GENERAL TREE SPECIFICATIONS:**

- ALL STREET AND PARKING LOT TREES SHALL BE LIMBED UP TO THE FOLLOWING HEIGHTS:
  - 2" CAL. TREES: LOWEST BRANCH 6' HT.
  - 3" CAL.+ TREES: LOWEST BRANCH 7' HT.
- TREE CANOPY WIDTH SHALL BE RELATIVE TO HEIGHT/CALIPER OF TREE AND TYPE OF TREE.
  - 1" CALIPER/6-8' HT: 3-4' WIDTH MIN.
  - 2" CALIPER/12-14' HT: 4-5' WIDTH MIN.
  - 3" CALIPER/14-16' HT: 6-7' WIDTH MIN.
- CANOPY TREES SHALL NOT HAVE CO-DOMINATE LEADERS IN LOWER HALF OF TREE CROWN.
- ALL TREES SHALL HAVE SYMMETRICAL OR BALANCED BRANCHING ON ALL SIDES OF THE TREE.
- TREES SHALL NOT BE TIPPED PRUNED.
- TREES SHALL BE FREE OF PHYSICAL DAMAGE FROM SHIPPING AND HANDLING. DAMAGED TREES SHALL BE REJECTED.
- SUMMER DUG TREES SHALL HAVE ROOTBALL SIZE INCREASED BY 20%
- TREES WHICH EXCEED RECOMMENDED CALIPER TO HEIGHT RELATIONSHIP SHALL BE REJECTED.

**IRRIGATION NOTES:**

- IRRIGATION SYSTEM TO BE DESIGN/BUILD. CONTRACTOR TO SUBMIT SHOP DRAWINGS FOR APPROVAL OF SYSTEM LAYOUT PRIOR TO INSTALLATION.
- ALL SOD TO RECEIVE SPRAY OR ROTOR IRRIGATION HEADS WITH MINIMUM DESIGN OF 1" IRRIGATION PER WEEK.
- ALL PLANT BEDS TO RECEIVE DRIP LINE IRRIGATION, WITH A MINIMUM DESIGN OF .25" IRRIGATION PER WEEK.
- CONTRACTOR TO INSTALL A TOTAL OF 4 QUICK COUPLERS AT THE CORNERS OF THE PROPERTY. A 2.5" TYPE K SOURCE PIPE IS PROVIDED BY MECHANICAL.

**LOW MAINTENANCE FESCUE NOTES:**

- DURING GROWING SEASON NEVER MOW SHORTER THAN 3.5 INCHES, PREFERRED MAINTENANCE IS MOW ONCE PER MONTH AT 5" HEIGHT
- DO NOT USE HIGH NITROGEN FERTILIZER ON FESCUE LAWN
- OVERSEED THIN, BARE SPOTS IN FALL
- ALWAYS USE SHARP BLADE WHEN MOWING TO AVOID TEARING LEAF BLADE
- SET MOWER TO 3" FOR BAGGING AND MOWING IN LATE FALL AFTER GROWING SEASON

**NATIVE SEED MIX NOTES:**

- ESTABLISHMENT AND YEAR ONE: MOW THREE(3) TIMES FIRST YEAR ON 30-DAY INTERVALS TO A HEIGHT BETWEEN FIVE AND EIGHT INCHES. DO NOT USE FERTILIZERS. SPOT TREAT INVASIVE WOODY PLANTS OR HAND WEED INDIVIDUAL NOXIOUS WEEDS.
- YEAR TWO: PERFORM ONE MOWING BETWEEN MID-JUNE AND MID-AUGUST. SPOT SPRAY WEEDS AS NEEDED WHERE THEY ARE ESPECIALLY DOMINATE.
- YEAR THREE (AND BEYOND): CUT ONE TIME PER YEAR AS A CLEAN UP PROCEDURE (EITHER IN EARLY MAY OR LATE NOVEMBER). PRESCRIBED BURNS MAY BE USED AS WELL IN PLACE OF MOWING. CHECK LOCAL REGULATIONS AND PERMIT PROCEDURES.

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NO	DATE	BY	CKD	APPR	COMMENT

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the State of Minnesota.

Print Name: \_\_\_\_\_

Date \_\_\_\_\_ License # \_\_\_\_\_

DATE ISSUED  
09/22/2025

DESIGN REVIEW

PERMIT SUBMITTAL

CONSTRUCTION DOCUMENTS

DRAWN BY  
TK

DESIGNED BY  
CC

CHECKED BY  
TC

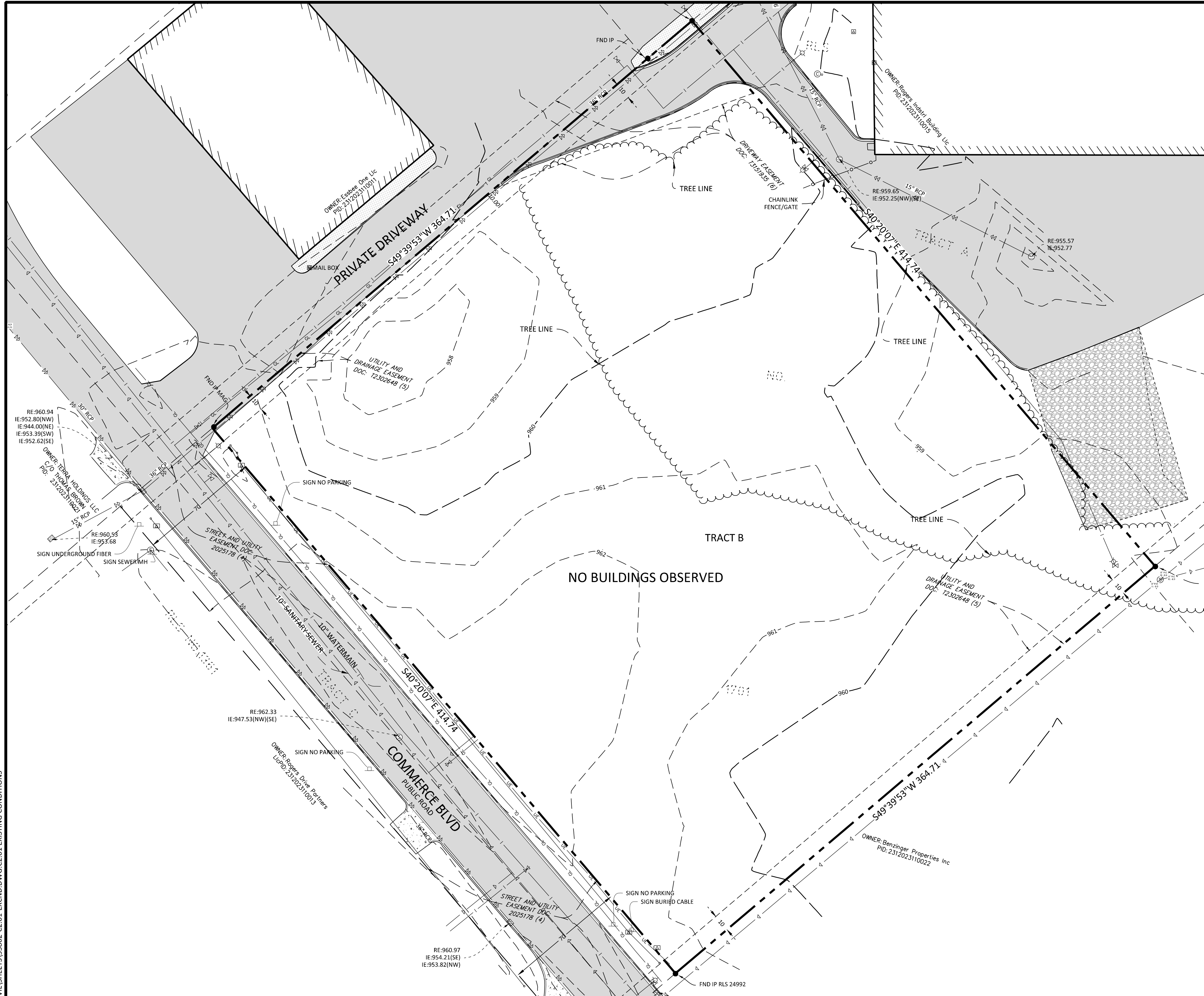
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53862



**GENERAL NOTES**

CRCL GROUP  
COMMERCE BOULEVARD DEVELOPMENT  
PRELIMINARY DESIGN DOCUMENTS  
ROGERS, MN

SHEET  
**C1.04**  
4 OF 21  
REV.



LEGEND		
● FOUND MONUMENT	— — WATERMAIN	- - - EASEMENT LINE
○ SET MONUMENT MARKED	— — S SANITARY SEWER	- - - SETBACK LINE
⊗ ELECTRIC METER	⊗ S FORCEMAIN (SAN.)	- - - RESTRICTED ACCESS
☀ LIGHT	⊗ S STORM SEWER	▬ CONCRETE CURB
⊠ AIR CONDITIONER	⊠ FLARED END SECTION	▬ BUILDING LINE
⊠ AIR ANCHOR	⊠ E ELECTRIC TRANSFORMER	- - - BUILDING CANOPY
♿ HANDICAP STALL	⊠ UT TELEPHONE PEDESTAL	▬ BITUMINOUS SURFACE
⊠ UTILITY POLE	⊠ G GAS METER	▬ CONCRETE SURFACE
● POST	— — OVERHEAD WIRE	▬ LANDSCAPE SURFACE
⊠ SIGN	— — CHAIN LINK FENCE	▬ GRAVEL SURFACE
🌳 DECIDUOUS TREE	— — IRON FENCE	
🌲 CONIFEROUS TREE	— — WIRE FENCE	
	— — WOOD FENCE	

**DESCRIPTION**  
 The Land is described as follows:  
 Tract B, Registered Land Survey No.1701, Hennepin County, Minnesota

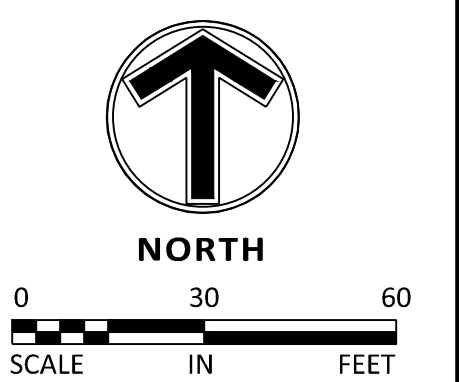
**PROPERTY SUMMARY**  
 SUBJECT PROPERTIES ADDRESS IS 53862 Commerce Boulevard, Rogers Minnesota  
 1. The gross land area of the surveyed property is 3.47 Acres or 151135 Square Feet.

**BENCHMARKS**  
 2. The vertical datum is based on NAVD88 The originating bench marks are SLHOK and BURGA, both referenced from the MnDOT Geodetic Database.  
 BENCHMARK #1  
 SLHOK. Elev.=974.36  
 BENCHMARK #2  
 BURGA. Elev.=979.90

**SURVEY NOTES**  
 1. The bearing system is based on the Hennepin County coordinate system, NAD83 (2011 Adjust), with an assumed bearing of S 00°24'43" E for the East line of NE ¼ of the NE ¼ OF SEC 23 120 N 23 W.  
 2. FIELD WORK WAS COMPLETED ON 08/20/2025.

**CERTIFICATION**  
 To CRCL Group LLC, a Minnesota limited liability company, TBD, its successors and/or assigns as their respective interests may appear and All American Title Company LLC:  
 This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 6(a), 7(a), 7(b) (1), 7(c), 8, 9, and 13 of Table A thereof. The field work was completed on 8/20/2025.  
 Dated this 20 day of August, 202025.  
 Sambatek, Inc.

Mark R. Salo  
 Minnesota License No. 43933  
 msalo@sambatek.com



24.15 (LWS TECH) | TREVOR CONWAY | 9/23/2025 3:15:21 PM  
 L:\PROJECTS\53862\CAD\CIVIL\SHEETS\53862-C2.01-EXCND.DWG.C2.01 EXISTING CONDITIONS

NO	DATE	BY	CKD	APPR	COMMENT

I hereby certify that this plan, survey, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.  
 Print Name: \_\_\_\_\_  
 Date \_\_\_\_\_ License # \_\_\_\_\_

DATE ISSUED  
 09/22/2025  
 DESIGN REVIEW  
 PERMIT SUBMITTAL  
 CONSTRUCTION DOCUMENTS

DRAWN BY  
 DESIGNED BY  
 CHECKED BY  
 PROJECT NO.  
 53862



EXISTING CONDITIONS  
 CRCL GROUP  
 COMMERCE BOULEVARD DEVELOPMENT  
 PRELIMINARY DESIGN DOCUMENTS  
 ROGERS, MN

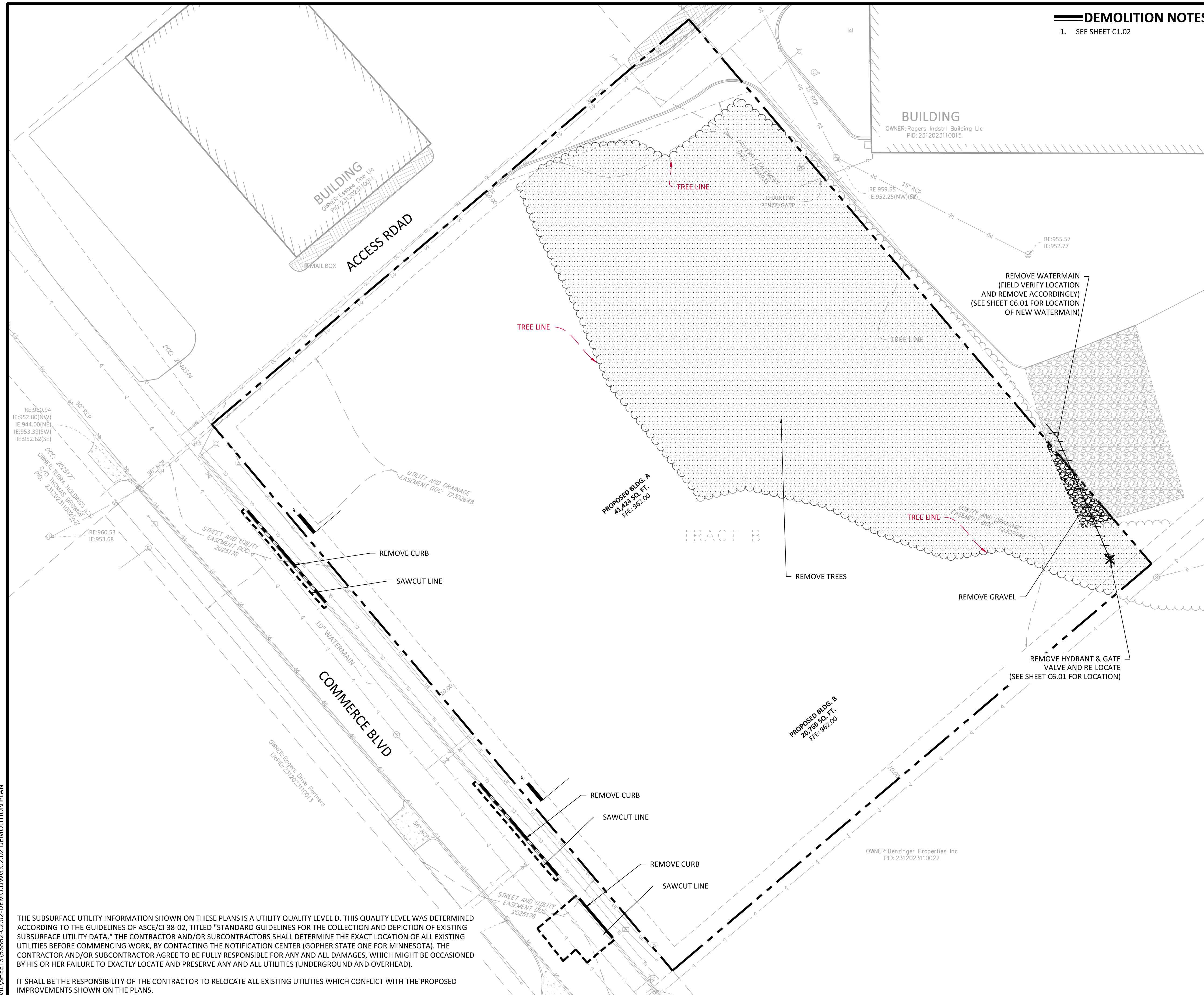
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 5 OF 21  
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**DEMOLITION NOTES**

1. SEE SHEET C1.02

**LEGEND**

- GAS METER
- HYDRANT
- LIGHT
- STORM SEWER
- DRAINTILE
- WATERMAIN
- FORCEMAIN (SAN.)
- SANITARY SEWER
- OVERHEAD WIRE
- TELEPHONE PEDESTAL
- UNDERGROUND CABLE TV
- ELECTRIC TRANSFORMER
- GAS METER
- WIRE FENCE
- IRON FENCE
- WOOD FENCE
- CHAIN LINK FENCE
- BLOCK RETAINING WALL
- SPRINKLER HEAD
- SPRINKLER VALVE
- GUIDE RAIL
- HANDRAIL
- TREE LINE
- TREES / SHRUBS
- CONCRETE
- BOLLARD
- SIGN
- CONCRETE CURB
- BUILDING LINE
- REMOVE UTILITY LINE
- REMOVE CONCRETE CURB
- SAW CUT LINE
- REMOVE BITUMINOUS PAVEMENT
- REMOVE CONCRETE PAVEMENT
- REMOVE GRAVEL DRIVE
- REMOVE LANDSCAPING
- REMOVE BUILDING
- REMOVE TREES
- REMOVE EXISTING STRUCTURE
- REMOVE LIGHT
- REMOVE CHAIN LINK FENCE



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NO	DATE	BY	CKD	APPR	COMMENT

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09/22/2025  
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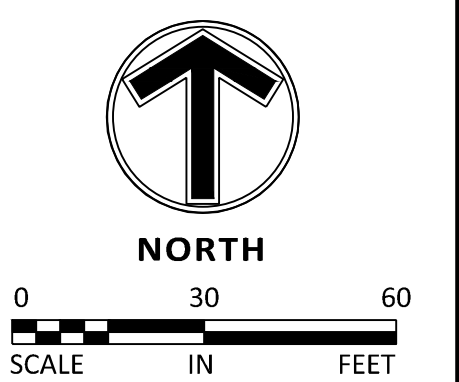
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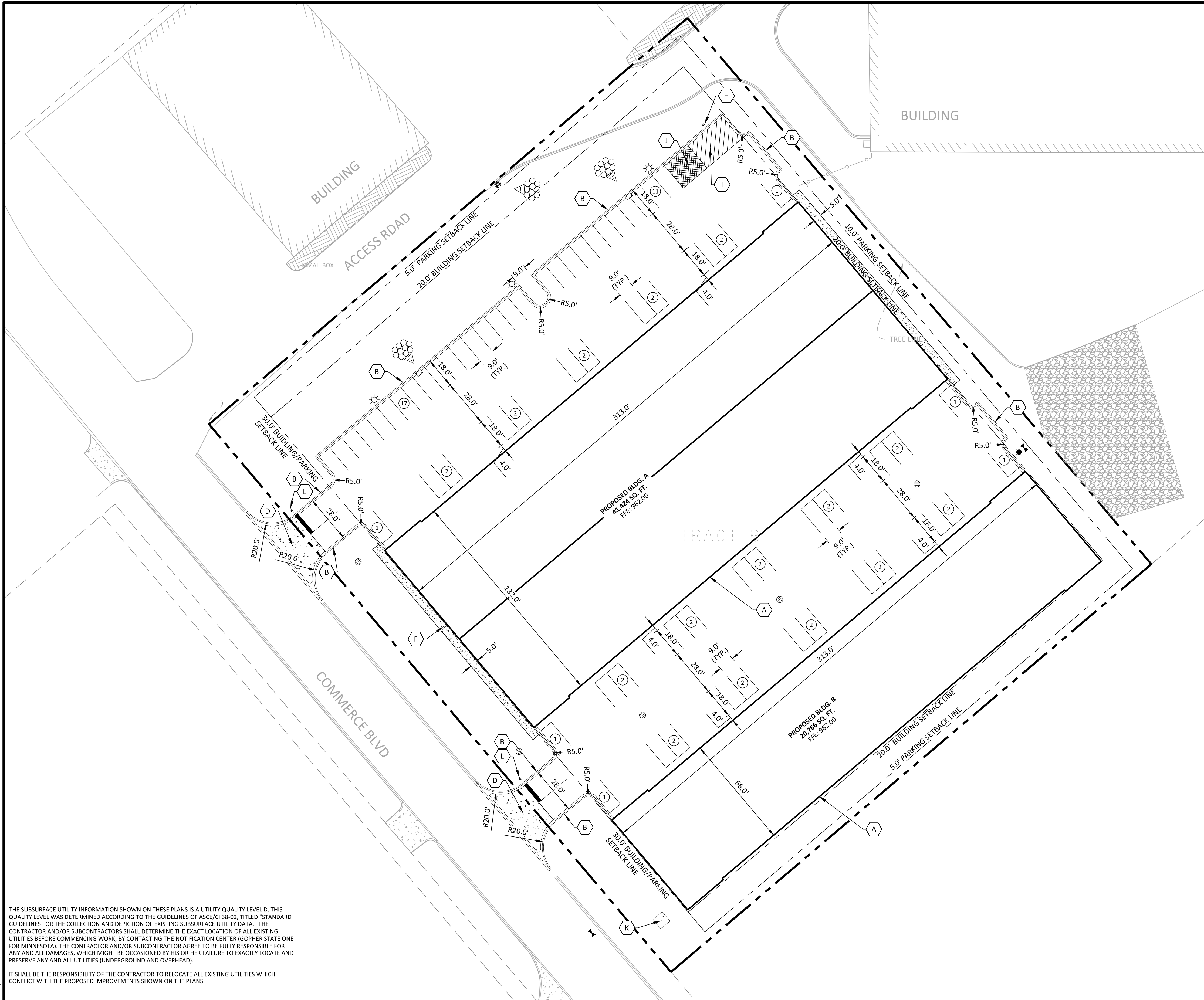
**DEMOLITION PLAN**

CRCL GROUP  
COMMERCE BOULEVARD DEVELOPMENT  
PRELIMINARY DESIGN DOCUMENTS  
ROGERS, MN

SHEET  
**C2.02**  
6 OF 21  
REV.



24.15 (LWS TECH) | TREVOR CONWAY | 9/23/2025 3:20:25 PM | L:\PROJECTS\53862\CAD\CIVIL\SHEETS\53862-C2.02-DEMO.DWG;C2.02 DEMOLITION PLAN



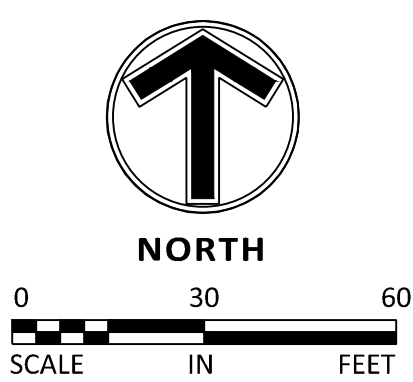
LEGEND	
	PROPOSED BOUNDARY LINE
	EXISTING BOUNDARY LINE
	PROPOSED CONCRETE CURB
	EXISTING CONCRETE CURB
	PROPOSED EASEMENT LINE
	EXISTING EASEMENT LINE
	PROPOSED BUILDING LINE
	EXISTING BUILDING LINE
	PROPOSED RETAINING WALL
	EXISTING RETAINING WALL
	PROPOSED WETLAND
	EXISTING WETLAND
	PROPOSED TREE LINE
	EXISTING TREE LINE
	PROPOSED SAW CUT LINE
	EXISTING SAW CUT LINE
	PROPOSED SIGN
	EXISTING SIGN
	PROPOSED BOLLARD
	EXISTING BOLLARD
	PARKING STALL COUNT
	KEY NOTE
	LIGHT POLE (BY OTHERS)

DEVELOPMENT SUMMARY		COMMERCIAL	
AREA		SETBACKS (PARKING)	
GROSS SITE AREA	151259.65 SF 3.47 AC	FRONT YARD	30 FT
BUILDING SUMMARY		REAR YARD	10 FT
BUILDING A	41,424 SQ. FT.	SIDE YARD	5 FT
BUILDING B	20,766 SQ. FT.	SETBACKS (BUILDING)	
PARKING SUMMARY (BUILDING A)		FRONT YARD	30 FT
STANDARD REQUIRED (1SPACE/2000 SQ. FT.)	21 STALLS	REAR YARD	20 FT
ADA REQUIRED	0 STALLS	SIDE YARD	20 FT
STANDARD PROVIDED	52 STALLS	ZONING	
ADA PROVIDED	0 STALLS	EXISTING ZONING	MIXED USE REGIONAL
PARKING SUMMARY (BUILDING B)		PROPOSED ZONING	MIXED USE REGIONAL
STANDARD REQUIRED (1 SPACE/2000 SQ. FT.)	11 STALLS	GREEN SPACE	
ADA REQUIRED	0 STALLS	PROPOSED PERVIOUS	41,389 SF
STANDARD PROVIDED	12 STALLS	PROPOSED IMPERVIOUS	109,559 FT
ADA PROVIDED	0 STALLS		

**DEVELOPMENT NOTES**

- SEE SHEET C1.02

- KEY NOTES**
- A. BUILDING, STOOPS, STAIRS (SEE ARCHITECTURAL PLANS)
  - B. B-612 CONCRETE CURB AND GUTTER (SEE SHEET C9.03, DETAIL 01)
  - C. (NOT USED)
  - D. CONCRETE APRON (SEE SHEET C9.03, DETAIL CON-12)
  - E. (NOT USED)
  - F. CONCRETE SIDEWALK (SEE SHEET C9.02, DETAIL 07)
  - G. (NOT USED)
  - H. FIRE LANE NO PARKING SIGN
  - I. STRIPED FIRE LANE NO PARKING
  - J. DUMPSTER PAD (SEE ARCHITECTURAL PLANS)
  - K. TRANSFORMER (SEE ARCHITECTURAL PLANS)
  - L. STOP SIGN (SEE SHEET C9.03, DETAIL 02)



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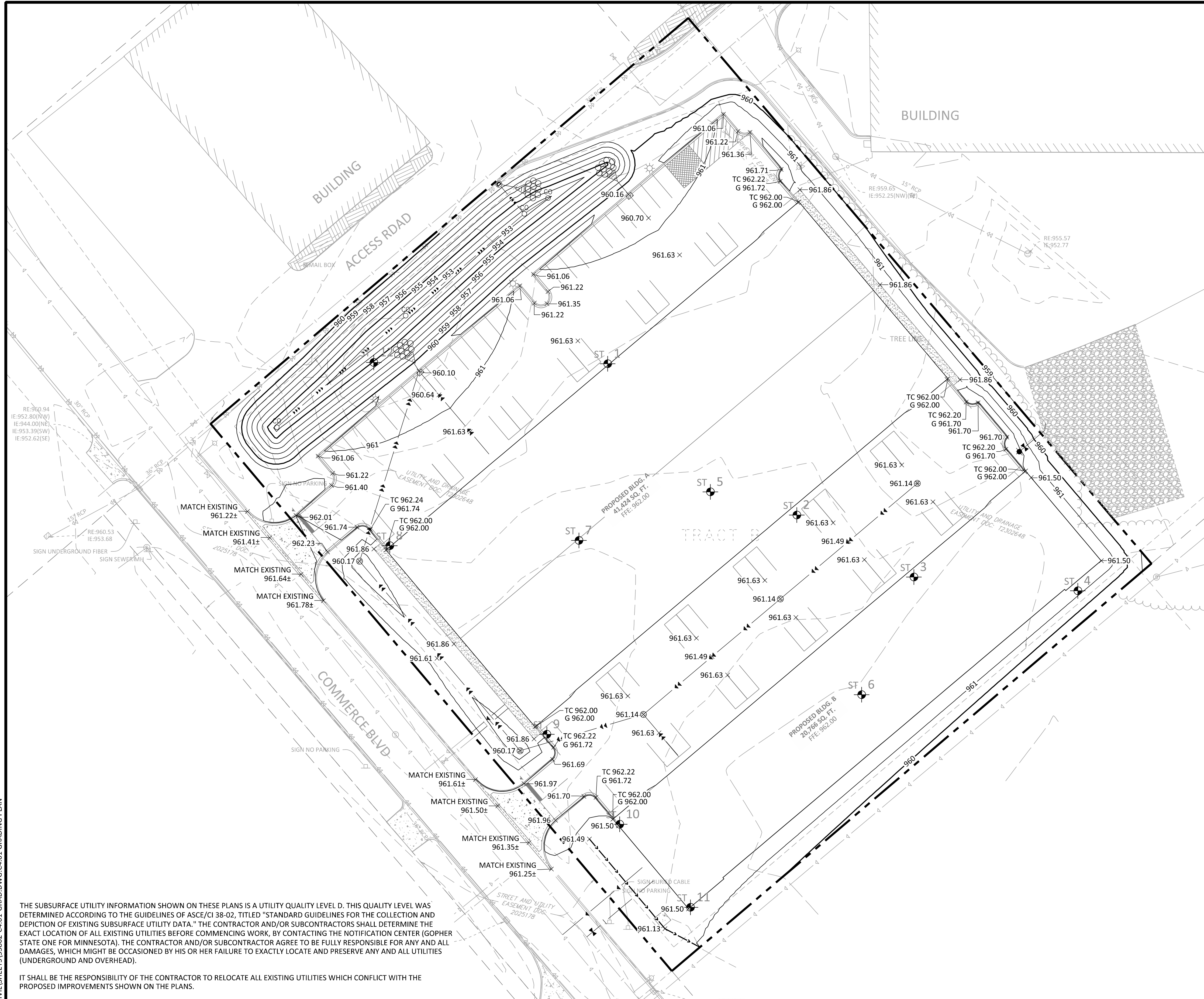
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**SITE PLAN**  
CRCL GROUP  
COMMERCE BOULEVARD DEVELOPMENT  
PRELIMINARY DESIGN DOCUMENTS  
ROGERS, MN

**SHEET**  
**C3.01**  
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LEGEND				
PROPOSED	EXISTING			
		BOUNDARY LINE		CONCRETE PAVING
		CONCRETE CURB		CONCRETE SIDEWALK
		STORM SEWER		PAVEMENT BY OTHERS (SEE ARCHITECTURAL PLANS)
		DRAINTILE		
		BUILDING LINE		
		RETAINING WALL		
		CONTOUR		
		WETLAND		
		TREE LINE		
		SPOT ELEVATIONS		
		RIPRAP		
		OVERFLOW ELEV.		
		SOIL BORING		
		TOP OF CURB		
		GUTTER LINE		
		BEGIN CURB TRANSITION		
		END CURB TRANSITION		

**GRADING NOTES**  
1. SEE SHEET C1.02

**INFILTRATION BASIN CONSTRUCTION NOTES**  
1. SEE SHEET C1.03

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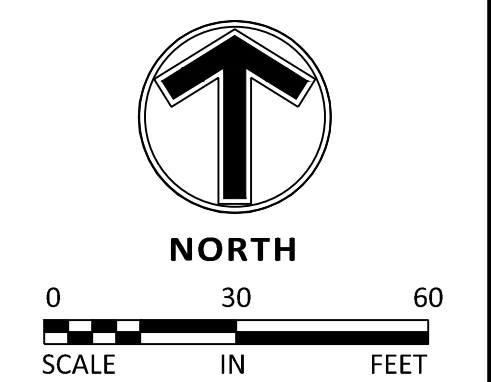
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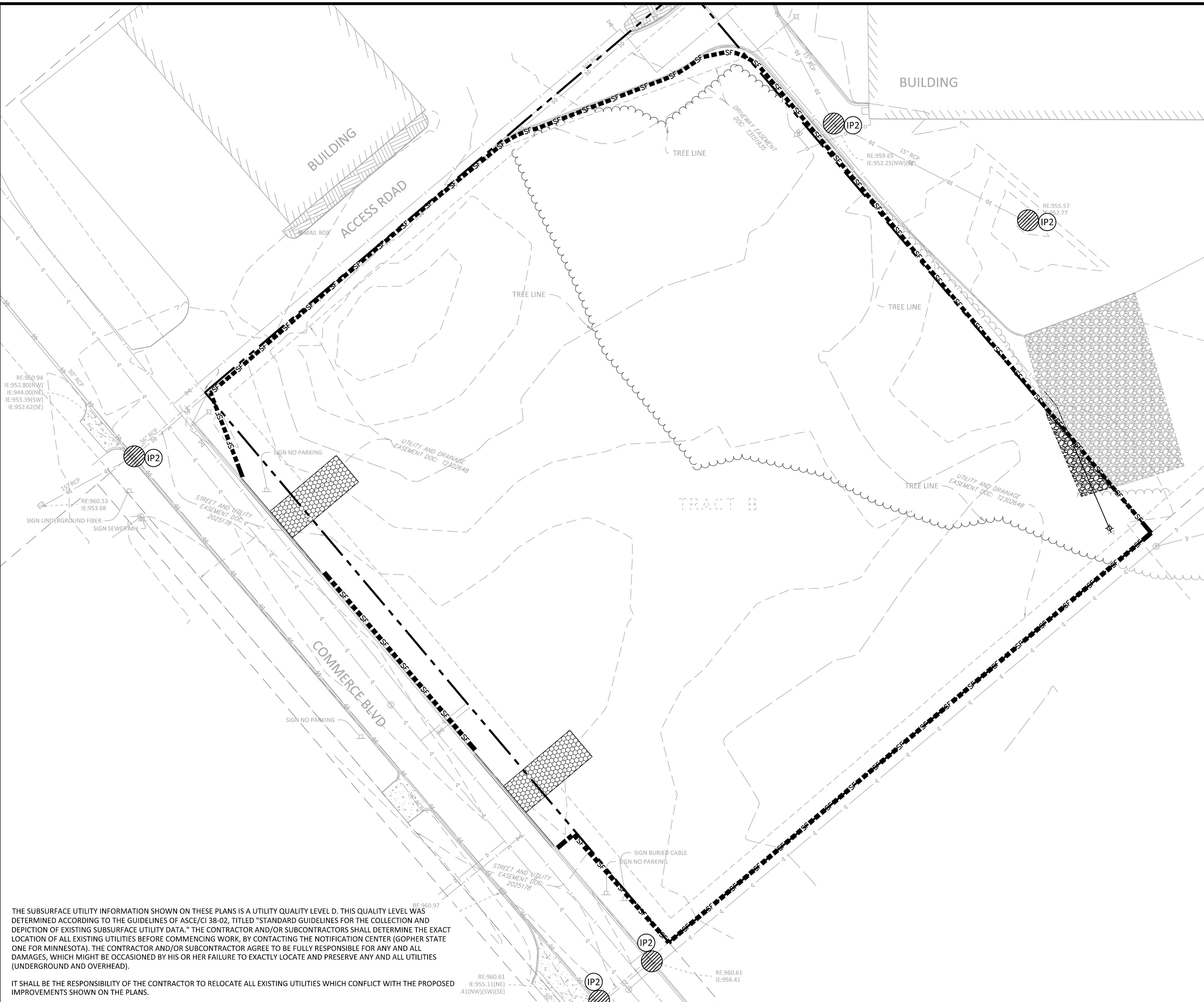
**GRADING PLAN**  
CRCL GROUP  
COMMERCE BOULEVARD DEVELOPMENT  
PRELIMINARY DESIGN DOCUMENTS  
ROGERS, MN

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**C4.01**  
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24.15 (LWS TECH) | TREVOR CONWAY | 9/23/2025 3:46:07 PM  
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**LEGEND**

PROPOSED	EXISTING	
		CONCRETE CURB
		STORM SEWER
		DRAINTILE
		CONTOUR
		RIPRAP
		OVERFLOW ELEV.
		SILT FENCE
		LIMITS OF DISTURBANCE
		SOIL BORING
		DIRECTION OF OVERLAND FLOW
		LIMITS OF DRAINAGE SUB-BASIN
		INLET PROTECTION DEVICE
		TEMPORARY STONE CONSTRUCTION ENTRANCE

**EROSION CONTROL MATERIALS QUANTITIES**

ITEM	UNIT	QUANTITY
SILT FENCE	LINEAR FEET	1380
CONSTRUCTION ENTRANCE	UNIT	2
INLET PROTECTION DEVICE (IP-2)	UNIT	5

\* REFER TO SHEET C5.03 & C5.04 FOR GENERAL EROSION NOTES, MAINTENANCE NOTES, LOCATION MAPS, AND STANDARD DETAILS

**NOTE TO CONTRACTOR**

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PHASE 1 EROSION CONTROL PLAN  
CRCL GROUP  
COMMERCE BOULEVARD DEVELOPMENT  
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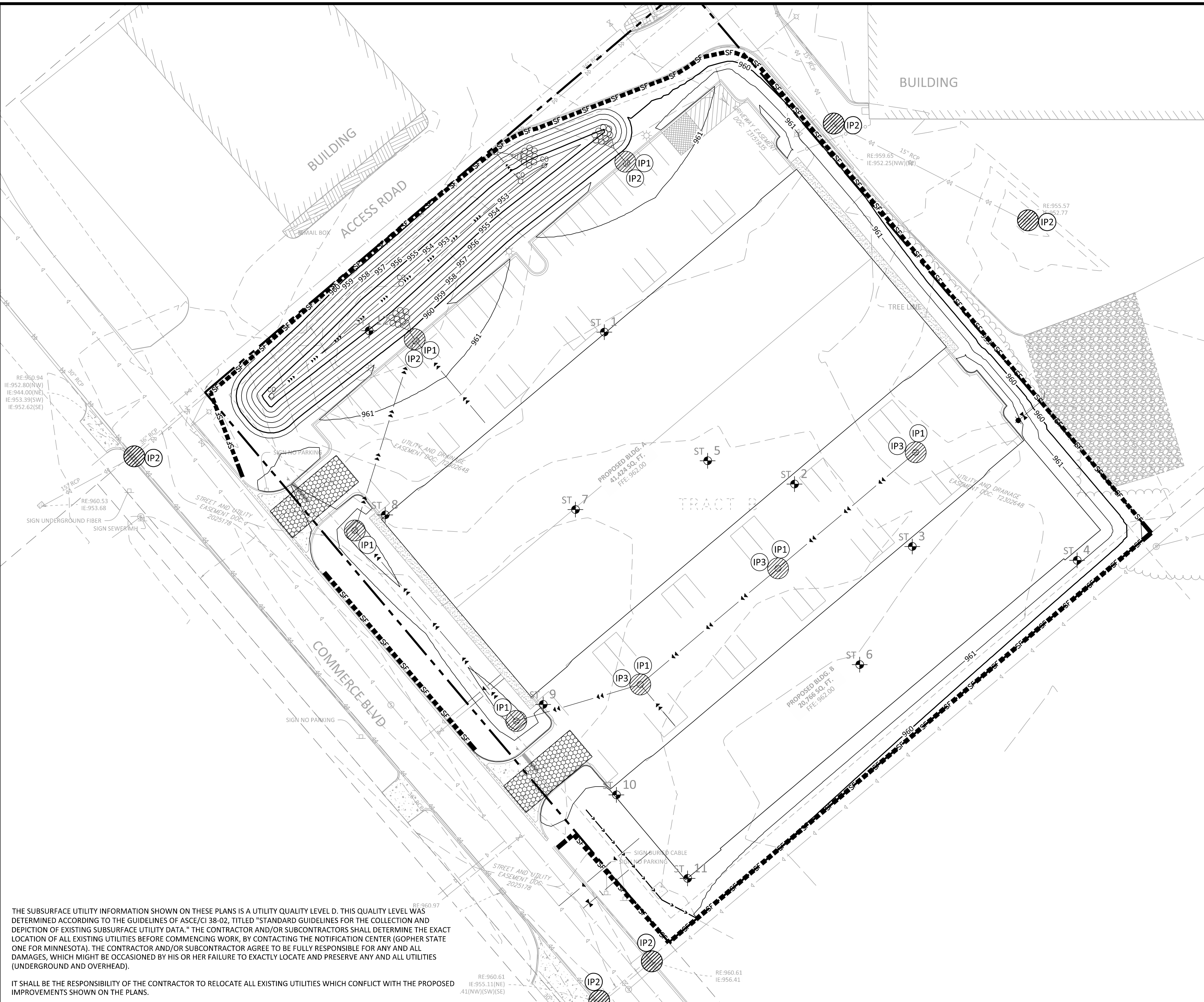
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**LEGEND**

	PROPOSED		EXISTING
			CONCRETE CURB
			STORM SEWER
			DRAINTILE
			CONTOUR
			RIPRAP
			OVERFLOW ELEV.
			SILT FENCE
			LIMITS OF DISTURBANCE
			SOIL BORING
			DIRECTION OF OVERLAND FLOW
			LIMITS OF DRAINAGE SUB-BASIN
			INLET PROTECTION DEVICE
			TEMPORARY STONE CONSTRUCTION ENTRANCE

**EROSION CONTROL MATERIALS QUANTITIES**

ITEM	UNIT	QUANTITY
SILT FENCE	LINEAR FEET	1380
CONSTRUCTION ENTRANCE	UNIT	2
INLET PROTECTION DEVICE (IP-1)	UNIT	7
INLET PROTECTION DEVICE (IP-2)	UNIT	7
INLET PROTECTION DEVICE (IP-3)	UNIT	3

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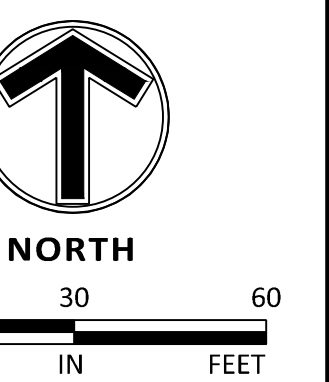
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PHASE 2 EROSION CONTROL PLAN  
CRCL GROUP  
COMMERCE BOULEVARD DEVELOPMENT  
PRELIMINARY DESIGN DOCUMENTS  
ROGERS, MN

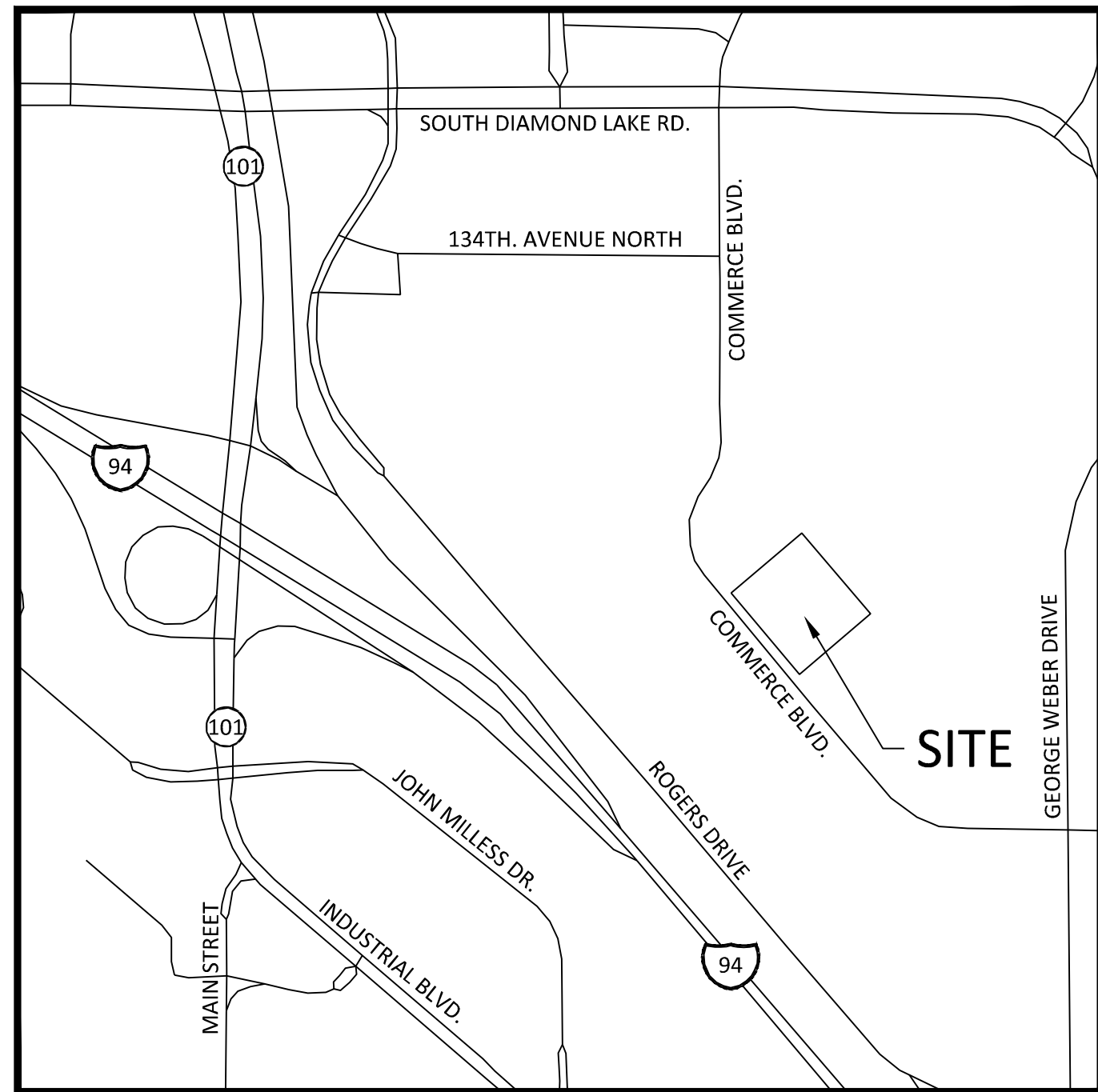


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EROSION & SEDIMENTATION CONTROL NOTES & DETAILS / "SITE MAP"

GENERAL EROSION NOTES



SITE LOCATION MAP

NOT TO SCALE



USGS MAP

NOT TO SCALE

- CONSTRUCTION SHALL COMPLY WITH ALL APPLICABLE GOVERNING CODES AND BE CONSTRUCTED TO SAME. WHERE A CONFLICT EXISTS BETWEEN LOCAL JURISDICTIONAL STANDARD SPECIFICATIONS AND SAMBATEK STANDARD SPECIFICATIONS, THE MORE STRINGENT SPECIFICATION SHALL APPLY.
- THE STORMWATER POLLUTION PREVENTION PLAN (SWPPP) IS COMPRISED OF THIS DRAWING (EROSION & SEDIMENTATION CONTROL PLAN-ESC PLAN), THE STANDARD DETAILS, THE PLAN NARRATIVE, AND ITS APPENDICES, PLUS THE PERMIT AND ALL SUBSEQUENT REPORTS AND RELATED DOCUMENTS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLETING & SUBMITTING THE APPLICATION FOR THE MPCA GENERAL STORMWATER PERMIT FOR CONSTRUCTION ACTIVITY. ALL CONTRACTORS AND SUBCONTRACTORS INVOLVED WITH STORM WATER POLLUTION PREVENTION SHALL OBTAIN A COPY OF THE SWPPP AND THE STATE OF MINNESOTA NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM GENERAL PERMIT (NPDDES PERMIT, ISSUED AUGUST 1, 2023) AND BECOME FAMILIAR WITH THE CONTENTS. THE SWPPP AND ALL OTHER RELATED DOCUMENTS MUST BE KEPT AT THE SITE DURING CONSTRUCTION. (NOTE TO THE PREPARER: EDIT APPLICATION PROCESS PER PROJECT REQUIREMENTS)
- CONTRACTOR SHALL IMPLEMENT BEST MANAGEMENT PRACTICES (BMP'S) AS REQUIRED BY THE SWPPP & PERMITS. CONTRACTOR SHALL OVERSEE THE INSPECTION & MAINTENANCE OF THE BMP'S AND EROSION PREVENTION FROM BEGINNING OF CONSTRUCTION AND UNTIL CONSTRUCTION IS COMPLETED, IS APPROVED BY ALL AUTHORITIES, AND THE NOTICE OF TERMINATION (NOT) HAS BEEN FILED WITH THE MPCA BY EITHER THE OWNER OR OPERATOR AS APPROVED ON PERMIT. ADDITIONAL BMP'S SHALL BE IMPLEMENTED AS DICTATED BY CONDITIONS AT NO ADDITIONAL COST TO OWNER THROUGHOUT ALL PHASES OF CONSTRUCTION. (NOTE TO THE PREPARER: REVISE INSPECTION RESPONSIBILITY PER OPTIONS IN SWPPP NARRATIVE (SECTION 02370))
- CONTRACTOR SHALL COMPLY WITH TRAINING REQUIREMENTS IN PART 21.1-21.3 OF THE GENERAL PERMIT.
- BMP'S AND CONTROLS SHALL CONFORM TO FEDERAL, STATE, OR LOCAL REQUIREMENTS OR MANUAL OF PRACTICE, AS APPLICABLE. CONTRACTOR SHALL IMPLEMENT ADDITIONAL CONTROLS AS DIRECTED BY PERMITTING AGENCY OR OWNER.
- ESC PLAN MUST CLEARLY DELINEATE ALL STATE WATERS. PERMITS FOR ANY CONSTRUCTION ACTIVITY IMPACTING STATE WATERS OR REGULATED WETLANDS MUST BE MAINTAINED ON SITE AT ALL TIMES.
- CONTRACTOR SHALL MINIMIZE CLEARING TO THE MAXIMUM EXTENT PRACTICAL OR AS REQUIRED BY THE GENERAL PERMIT. THE BOUNDARIES OF THE CLEARING LIMITS SHOWN ON THE ESC PLANS SHALL BE CLEARLY DELINEATED (E.G. WITH FLAGS, STAKES, SIGNS, SILT FENCE, ETC.) ON THE DEVELOPMENT SITE BEFORE WORK BEGINS. GROUND DISTURBING ACTIVITIES MUST NOT OCCUR OUTSIDE THE LIMITS OF DISTURBANCE.
- GENERAL CONTRACTOR SHALL DENOTE ON PLAN THE TEMPORARY PARKING AND STORAGE AREA WHICH SHALL ALSO BE USED AS THE EQUIPMENT MAINTENANCE AND CLEANING AREA, EMPLOYEE PARKING AREA, AND AREA FOR LOCATING PORTABLE FACILITIES, OFFICE TRAILERS, AND TOILET FACILITIES.
- ALL WASH WATER (CONCRETE TRUCKS, VEHICLE CLEANING, EQUIPMENT CLEANING, ETC.) MUST BE LIMITED TO A DEFINED AREA OF THE SITE AND SHALL BE CONTAINED AND PROPERLY TREATED OR DISPOSED. NO ENGINE DEGREASING IS ALLOWED ON SITE.
- ALL LIQUID AND SOLID WASTES GENERATED BY CONCRETE WASHOUT OPERATIONS MUST BE CONTAINED IN A LEAK-PROOF CONTAINMENT FACILITY OR IMPERMEABLE LINER. A COMPACTED CLAY LINER IS NOT ACCEPTABLE. THE LIQUID AND SOLID WASTES MUST NOT CONTACT THE GROUND, AND THERE MUST NOT BE RUNOFF FROM THE CONCRETE WASHOUT OPERATIONS OR AREAS. LIQUID AND SOLID WASTES MUST BE DISPOSED OF PROPERLY AND IN COMPLIANCE WITH MPCA REGULATIONS. A SIGN MUST BE INSTALLED ADJACENT TO EACH WASHOUT FACILITY TO INFORM CONCRETE EQUIPMENT OPERATORS TO UTILIZE THE PROPER FACILITIES. SELF-CONTAINED CONCRETE WASHOUTS ON CONCRETE DELIVERY TRUCKS ARE ALLOWED.
- SUFFICIENT OIL AND GREASE ABSORBING MATERIALS AND FLOTATION BOOMS SHALL BE MAINTAINED ON SITE OR READILY AVAILABLE TO CONTAIN AND CLEAN-UP FUEL OR CHEMICAL SPILLS AND LEAKS.
- DUST ON THE SITE SHALL BE CONTROLLED. THE USE OF MOTOR OILS AND OTHER PETROLEUM BASED OR TOXIC LIQUIDS FOR DUST SUPPRESSION OPERATIONS IS PROHIBITED.
- SOLID WASTE: COLLECTED SEDIMENT, ASPHALT & CONCRETE MILLINGS, FLOATING DEBRIS, PAPER, PLASTIC, FABRIC, CONSTRUCTION & DEMOLITION DEBRIS & OTHER WASTES MUST BE DISPOSED OF PROPERLY & MUST COMPLY WITH MPCA DISPOSAL REQUIREMENTS.
- HAZARDOUS MATERIALS: OIL, GASOLINE, PAINT & ANY HAZARDOUS SUBSTANCES MUST BE PROPERLY STORED, INCLUDING SECONDARY CONTAINMENT, TO PREVENT SPILLS, LEAKS OR OTHER DISCHARGE. RESTRICTED ACCESS TO STORAGE AREAS MUST BE PROVIDED TO PREVENT VANDALISM. STORAGE & DISPOSAL OF HAZARDOUS WASTE MUST BE IN COMPLIANCE WITH MPCA REGULATIONS.
- ALL STORM WATER POLLUTION PREVENTION MEASURES PRESENTED ON THIS PLAN, AND IN THE SWPPP, SHALL BE INITIATED AS SOON AS PRACTICABLE AND PRIOR TO SOIL DISTURBING ACTIVITIES UPSLOPE.
- DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY HAS STOPPED SHALL BE TEMPORARILY SEEDED, WITHIN 14 DAYS OF INACTIVITY. SEEDING SHALL BE IN ACCORDANCE WITH MN-SEED MIX-OATS' OR 'WINTER WHEAT' DEPENDING ON THE SEASON OF PLANTING (SEE MN/DOT SPECIFICATION SECTION 2575.3) SEEDING METHOD AND APPLICATION RATE SHALL CONFORM TO MN/DOT SPECIFICATION SECTION 2575.3. TEMPORARY MULCH SHALL BE APPLIED IN ACCORDANCE WITH MN/DOT SPECIFICATION SECTION 2575.3F1 AND 2575.3G. ALTERNATIVELY, HYDRAULIC SOIL STABILIZER IN ACCORDANCE WITH MN/DOT SPECIFICATION SECTION 2575.3H MAY BE USED IN PLACE OF TEMPORARY MULCH.
- DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY HAS PERMANENTLY STOPPED SHALL BE PERMANENTLY STABILIZED. THESE AREAS SHALL BE STABILIZED IN ACCORDANCE WITH THE TIME TABLE DESCRIBED ABOVE. REFER TO THE GRADING PLAN AND/OR LANDSCAPE PLAN FOR VEGETATIVE COVER.
- CONTRACTORS OR SUBCONTRACTORS WILL BE RESPONSIBLE FOR REMOVING SEDIMENT FROM CONVEYANCES & FROM TEMPORARY SEDIMENTATION BASINS THAT ARE TO BE USED AS PERMANENT WATER QUALITY MANAGEMENT BASINS. SEDIMENT MUST BE STABILIZED TO PREVENT IT FROM BEING WASHED BACK INTO THE BASIN, CONVEYANCES, OR DRAINAGEWAYS DISCHARGING OFF-SITE OR TO SURFACE WATERS. THE CLEANOUT OF PERMANENT BASINS MUST BE SUFFICIENT TO RETURN THE BASIN TO DESIGN CAPACITY.
- ON-SITE & OFF-SITE SOIL STOCKPILE AND BORROW AREAS SHALL BE PROTECTED FROM EROSION AND SEDIMENTATION THROUGH IMPLEMENTATION OF BMP'S. STOCKPILE AND BORROW AREA LOCATIONS SHALL BE NOTED ON THE SITE MAP AND PERMITTED IN ACCORDANCE WITH GENERAL PERMIT REQUIREMENTS.
- TEMPORARY SOIL STOCKPILES MUST HAVE SILT FENCE OR OTHER EFFECTIVE SEDIMENT CONTROLS & CANNOT BE PLACED IN SURFACE WATERS, INCLUDING STORMWATER CONVEYANCES SUCH AS CURB & GUTTER SYSTEMS OR CONDUITS & DITCHES.
- SLOPES SHALL BE LEFT IN A ROUGHENED CONDITION DURING THE GRADING PHASE TO REDUCE RUNOFF VELOCITIES AND EROSION.
- DUE TO THE GRADE CHANGES DURING THE DEVELOPMENT OF THE PROJECT, CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING THE EROSION CONTROL MEASURES (SILT FENCES, CHECK DAMS, INLET PROTECTION DEVICES, ETC.) TO PREVENT EROSION.
- ALL CONSTRUCTION SHALL BE STABILIZED AT THE END OF EACH WORKING DAY, THIS INCLUDES BACKFILLING OF TRENCHES FOR UTILITY CONSTRUCTION AND PLACEMENT OF GRAVEL OR BITUMINOUS PAVING FOR ROAD CONSTRUCTION.

MAINTENANCE NOTES

ALL MEASURES STATED ON THIS EROSION AND SEDIMENT CONTROL PLAN, AND IN THE STORM WATER POLLUTION PREVENTION PLAN SHALL BE MAINTAINED IN FULLY FUNCTIONAL CONDITION UNTIL NO LONGER REQUIRED FOR A COMPLETED PHASE OF WORK OR FINAL STABILIZATION OF THE SITE. THE DESIGNATED CONTACT PERSON NOTED ON THIS PLAN MUST ROUTINELY INSPECT THE CONSTRUCTION ON SITE ONCE EVERY SEVEN DAYS DURING ACTIVE CONSTRUCTION AND WITHIN 24 HOURS AFTER A RAINFALL EVENT GREATER THAN 0.5 INCHES IN 24 HOURS. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE CLEANED AND REPAIRED IN ACCORDANCE WITH THE FOLLOWING:

- ALL SILT FENCES MUST BE REPAIRED, REPLACED, OR SUPPLEMENTED WHEN THEY BECOME NONFUNCTIONAL OR THE SEDIMENT REACHES 1/2 OF THE HEIGHT OF THE FENCE. THESE REPAIRS MUST BE MADE WITHIN 24 HOURS OF DISCOVERY, OR AS SOON AS FIELD CONDITIONS ALLOW ACCESS.
- TEMPORARY AND PERMANENT SEDIMENTATION BASINS MUST BE DRAINED AND THE SEDIMENT REMOVED WHEN THE DEPTH OF SEDIMENT COLLECTED IN THE BASIN REACHES 1/2 THE STORAGE VOLUME. DRAINAGE AND REMOVAL MUST BE COMPLETED WITHIN 72 HOURS OF DISCOVERY, OR AS SOON AS FIELD CONDITIONS ALLOW ACCESS (SEE PART 10.1-10.5 OF THE GENERAL PERMIT).
- SURFACE WATERS, INCLUDING DRAINAGE DITCHES AND CONVEYANCE SYSTEMS, MUST BE INSPECTED FOR EVIDENCE OF SEDIMENT BEING DEPOSITED BY EROSION. CONTRACTOR MUST REMOVE ALL DELTAS AND SEDIMENT DEPOSITED IN SURFACE WATERS, INCLUDING DRAINAGE WAYS, CATCH BASINS, AND OTHER DRAINAGE SYSTEMS, AND RESTABILIZE THE AREAS WHERE SEDIMENT REMOVAL RESULTS IN EXPOSED SOIL. THE REMOVAL AND STABILIZATION MUST TAKE PLACE WITHIN SEVEN (7) DAYS OF DISCOVERY UNLESS PRECLUDED BY LEGAL, REGULATORY, OR PHYSICAL ACCESS CONSTRAINTS. CONTRACTOR SHALL USE ALL REASONABLE EFFORTS TO OBTAIN ACCESS. IF PRECLUDED, REMOVAL AND STABILIZATION MUST TAKE PLACE WITHIN SEVEN (7) CALENDAR DAYS OF OBTAINING ACCESS. CONTRACTOR IS RESPONSIBLE FOR CONTACTING ALL LOCAL, REGIONAL, STATE AND FEDERAL AUTHORITIES AND RECEIVING ANY APPLICABLE PERMITS, PRIOR TO CONDUCTING ANY WORK.
- CONSTRUCTION SITE VEHICLE EXIT LOCATIONS MUST BE INSPECTED FOR EVIDENCE OF OFF-SITE SEDIMENT TRACKING ONTO PAVED SURFACES. TRACKED SEDIMENT MUST BE REMOVED FROM ALL OFF-SITE PAVED SURFACES, WITHIN 24 HOURS OF DISCOVERY, OR IF APPLICABLE, WITHIN A SHORTER TIME TO COMPLY WITH PART 9.11-9.12 OF THE GENERAL PERMIT.
- CONTRACTOR IS RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF TEMPORARY AND PERMANENT WATER QUALITY MANAGEMENT BMPS, AS WELL AS ALL EROSION PREVENTION AND SEDIMENT CONTROL BMPS, FOR THE DURATION OF THE CONSTRUCTION WORK AT THE SITE. THE PERMITTEE(S) ARE RESPONSIBLE UNTIL ANOTHER PERMITTEE HAS ASSUMED CONTROL (ACCORDING TO PART 3.1 TO 3.8 OF THE MPCA GENERAL PERMIT) OVER ALL AREAS OF THE SITE THAT HAVE NOT BEEN FINALLY STABILIZED OR THE SITE HAS UNDERGONE FINAL STABILIZATION, AND A (N.O.T.) HAS BEEN SUBMITTED TO THE MPCA.
- IF SEDIMENT ESCAPES THE CONSTRUCTION SITE, OFF-SITE ACCUMULATIONS OF SEDIMENT MUST BE REMOVED IN A MANNER AND AT A FREQUENCY SUFFICIENT TO MINIMIZE OFF-SITE IMPACTS (E.G., FUGITIVE SEDIMENT IN STREETS COULD BE WASHED INTO STORM SEWERS BY THE NEXT RAIN AND/OR POSE A SAFETY HAZARD TO USERS OF PUBLIC STREETS).
- ALL INFILTRATION AREAS MUST BE INSPECTED TO ENSURE THAT NO SEDIMENT FROM ONGOING CONSTRUCTION ACTIVITIES IS REACHING THE INFILTRATION AREA AND THESE AREAS ARE PROTECTED FROM COMPACTION DUE TO CONSTRUCTION EQUIPMENT DRIVING ACROSS THE INFILTRATION AREA.

SEQUENCE OF CONSTRUCTION

PHASE I:

- INSTALL STABILIZED CONSTRUCTION ENTRANCES.
- PREPARE TEMPORARY PARKING AND STORAGE AREA.
- CONSTRUCT THE SILT FENCES ON THE SITE.
- INSTALL INLET PROTECTION DEVICES ON EXISTING STORM STRUCTURES, AS SHOWN ON THE PLAN.
- CONSTRUCT THE SEDIMENTATION AND SEDIMENT TRAP BASINS, AS REQUIRED.
- HALT ALL ACTIVITIES AND CONTACT THE CIVIL ENGINEERING CONSULTANT TO PERFORM INSPECTION OF BMP'S. GENERAL CONTRACTOR SHALL SCHEDULE AND CONDUCT STORM WATER PRE-CONSTRUCTION MEETING WITH ENGINEER AND ALL GROUND DISTURBING CONTRACTORS BEFORE PROCEEDING WITH CONSTRUCTION.
- CLEAR AND GRUB THE SITE.
- BEGIN GRADING THE SITE.
- START CONSTRUCTION OF BUILDING PAD AND STRUCTURES.

PHASE II:

- TEMPORARY SEED DENUEDED AREAS.
- INSTALL UTILITIES, UNDERDRAINS, STORM SEWERS, CURBS AND GUTTERS.
- INSTALL RIP RAP AROUND OUTLET STRUCTURES.
- INSTALL INLET PROTECTION AROUND ALL STORM SEWER STRUCTURES.
- PREPARE SITE FOR PAVING.
- PAVE SITE.
- INSTALL INLET PROTECTION DEVICES.
- COMPLETE GRADING AND INSTALL PERMANENT SEEDING AND PLANTING.

REMOVE ALL TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES (ONLY IF SITE IS STABILIZED), IF REQUIRED BY THE CONTRACT

AREA SUMMARY IN ACRES

PAVEMENT AREA	1.03 AC±
BUILDING AREA	1.49 AC±
SEEDED AREA	0.90 AC±
TOTAL DISTURBED	3.42 AC±
PRE - CONSTRUCTION IMPERVIOUS	0.01 AC±
POST - CONSTRUCTION IMPERVIOUS	2.52 AC±

DEVELOPER/OWNER CRCL GROUP TEL 612-950-9845 EMAIL: JOEY@CRCLGROUP.COM CONTACT: JOEY BEUNING
SITE OPERATOR / GENERAL CONTRACTOR
SUPERINTENDENT:

NO	DATE	BY	CKD	APPR	COMMENT

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the State of Minnesota.

Print Name: \_\_\_\_\_

Date \_\_\_\_\_ License # \_\_\_\_\_

DATE ISSUED  
09/22/2025

DESIGN REVIEW

PERMIT SUBMITTAL

CONSTRUCTION DOCUMENTS

DRAWN BY  
TK

DESIGNED BY  
CC

CHECKED BY  
TC

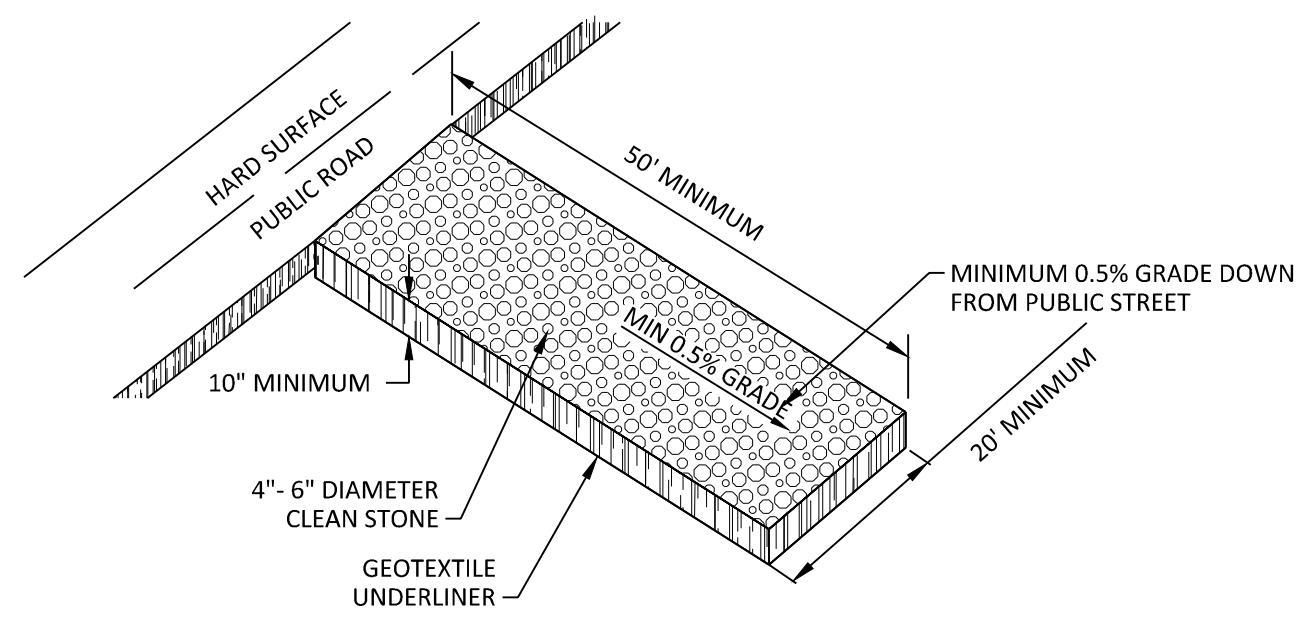
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53862



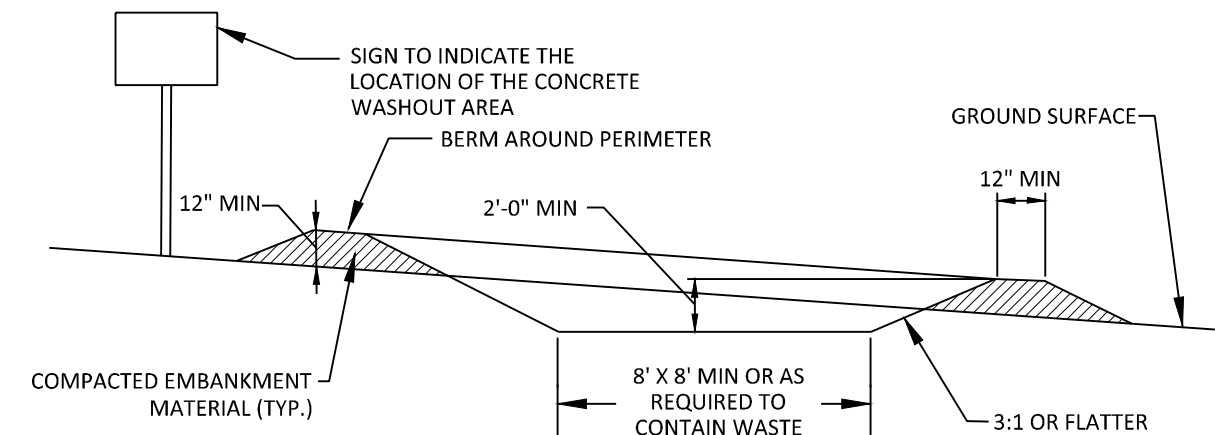
EROSION CONTROL NOTES

CRCL GROUP  
COMMERCE BOULEVARD DEVELOPMENT  
PRELIMINARY DESIGN DOCUMENTS  
ROGERS, MN

SHEET  
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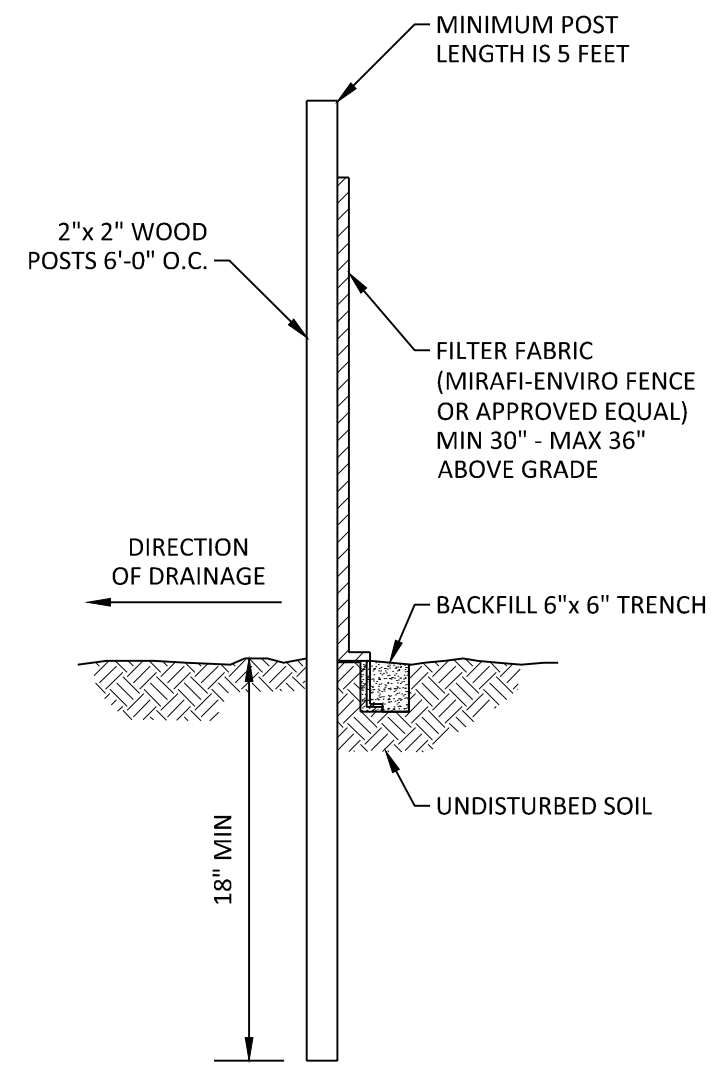


**CE** TEMPORARY STONE CONSTRUCTION EXIT  
N.T.S.



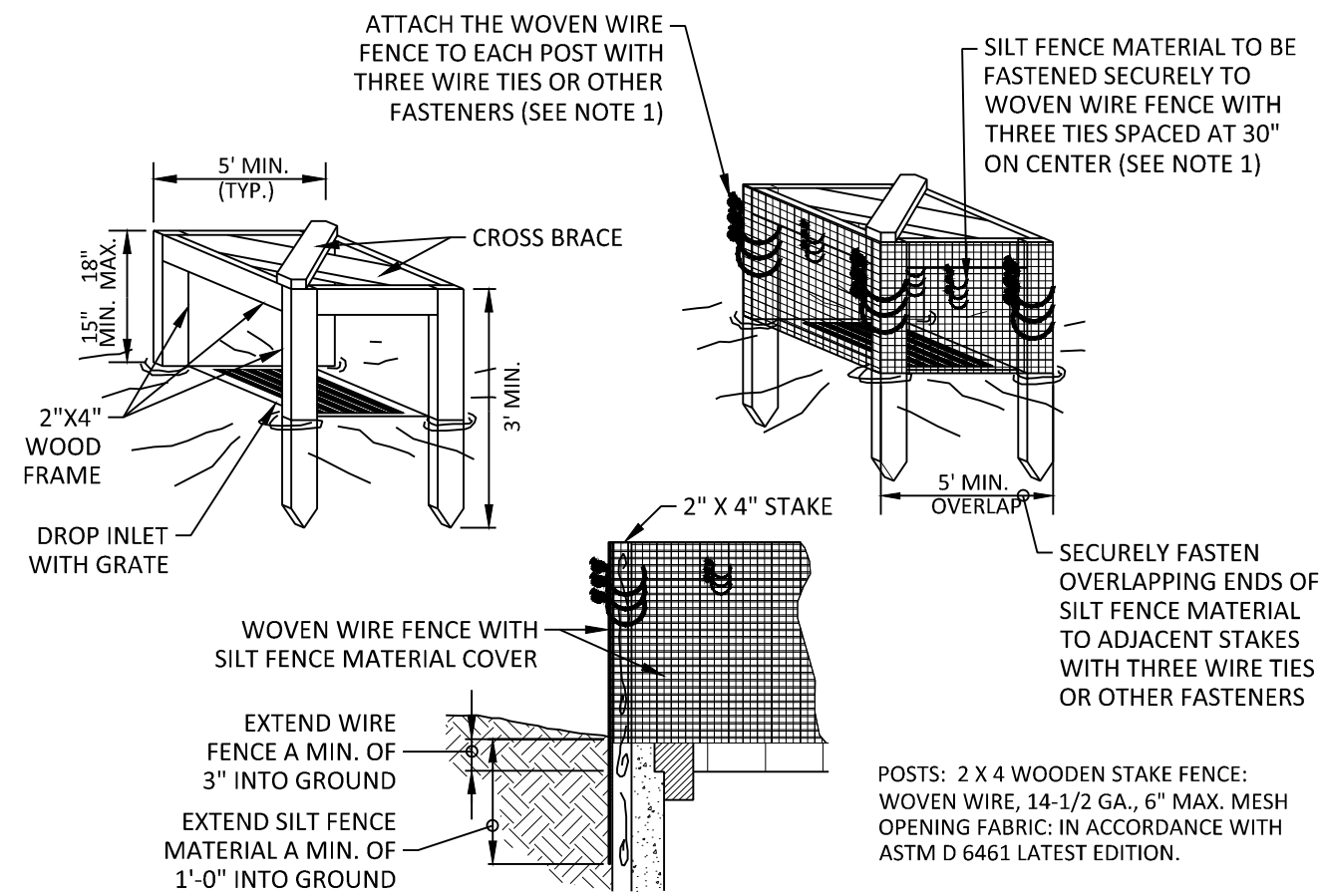
- NOTES:**
1. CONCRETE WASHOUT AREA SHALL BE INSTALLED PRIOR TO ANY CONCRETE PLACEMENT ON SITE.
  2. CONCRETE WASHOUT AREA SHALL BE LINED WITH MINIMUM 10 MIL THICK PLASTIC LINER.
  3. VEHICLE TRACKING CONTROL IS REQUIRED IF ACCESS TO CONCRETE WASHOUT AREA IS OFF PAVEMENT.
  4. SIGNS SHALL BE PLACED AT THE CONSTRUCTION ENTRANCE, AT THE WASHOUT AREA, AND ELSEWHERE AS NECESSARY TO CLEARLY INDICATE THE LOCATION OF THE CONCRETE WASHOUT AREA TO OPERATORS OF CONCRETE TRUCKS AND PUMP RIGS.
  5. THE CONCRETE WASHOUT AREA SHALL BE REPAIRED AND ENLARGED OR CLEANED OUT AS NECESSARY TO MAINTAIN CAPACITY FOR WASTED CONCRETE.
  6. AT THE END OF CONSTRUCTION, ALL CONCRETE SHALL BE REMOVED FROM THE SITE AND DISPOSED OF AT AN ACCEPTED WASTE SITE.
  7. WHEN THE CONCRETE WASHOUT AREA IS REMOVED, THE DISTURBED AREA SHALL BE SEEDED AND MULCHED OR OTHERWISE STABILIZED IN A MANNER ACCEPTED BY THE CITY.

**CW** CONCRETE WASHOUT AREA  
N.T.S.



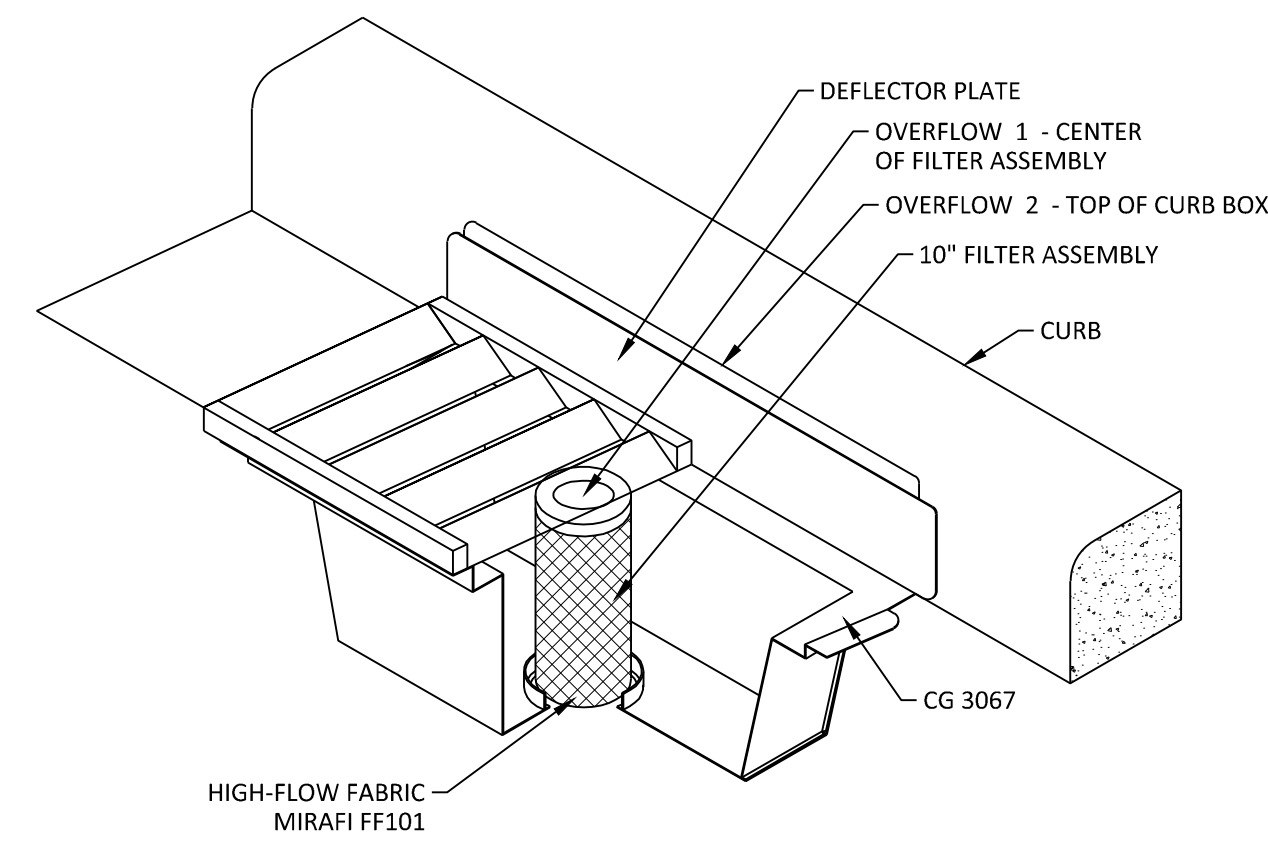
- NOTES:**
1. MAXIMUM SPACING BETWEEN POSTS (CENTER TO CENTER) SHALL NOT EXCEED 6 FEET IN SPACING.
  2. A MINIMUM OF 5 FASTENERS PER POST

**SF** PREASSEMBLED SILT FENCE-WOOD POSTS (MNDOT 3886)  
N.T.S.



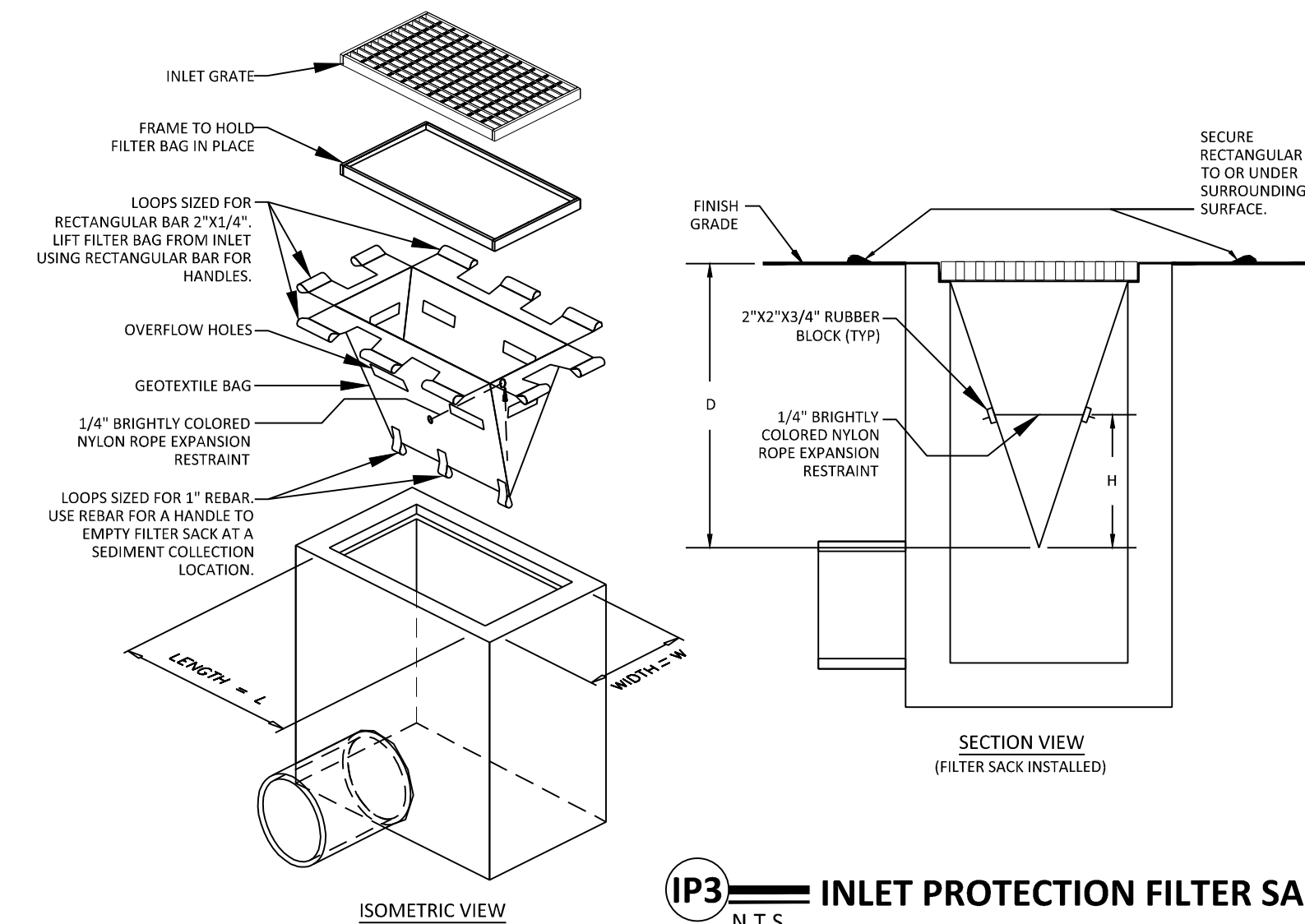
1. ATTACH THE WOVEN WIRE FENCE TO EACH POST AND THE GEOTEXTILE TO THE WOVEN WIRE FENCE (SPACED EVERY 30") WITH THREE WIRE TIES OR OTHER FASTENERS, ALL SPACED WITHIN THE TOP 8" OF THE FABRIC. ATTACH EACH TIE DIAGONALLY 45 DEGREES THROUGH THE FABRIC, WITH EACH PUNCTURE AT LEAST 1" VERTICALLY APART.
2. WHEN TWO SECTIONS OF SILT FENCE MATERIAL ADJOIN EACH OTHER, THEY SHALL BE OVERLAPPED ACROSS TWO POSTS.
3. MAINTENANCE SHALL BE PERFORMED AS NOTED IN THE SWPPP. DEPTH OF ACCUMULATED SEDIMENTS MAY NOT EXCEED ONE-HALF THE HEIGHT OF THE FABRIC. MAINTENANCE CLEANOUT MUST BE CONDUCTED REGULARLY TO PREVENT ACCUMULATED SEDIMENTS FROM REACHING ONE-HALF THE HEIGHT OF THE SILT FENCE MATERIAL ABOVE GRADE.
4. ALL SILT FENCE INLETS SHALL INCLUDE WIRE SUPPORT.

**IP1** SILT FENCE INLET PROTECTION  
N.T.S.



- ROAD DRAIN CASTING APPLICABILITY
- NEENAH R-3067
  - NEENAH R-3512

**IP2** CURB DRAIN INLET PROTECTION  
N.T.S.



- NOTES:**
1. GEOTEXTILE SHALL BE A WOVEN POLYPROPYLENE FABRIC THAT MEETS OR EXCEEDS REQUIREMENTS IN THE SPECIFICATIONS TABLE.
  2. PLACE AN OIL ABSORBENT PAD OR PLOW OVER INLET GRATE WHEN OIL SPILLS ARE A CONCERN.
  3. THE WIDTH, "W", OF THE FILTER SACK SHALL MATCH THE INSIDE WIDTH OF THE GRATED INLET BOX.
  4. THE DEPTH, "D", OF THE FILTER SACK SHALL BE BETWEEN 18 INCHES AND 36 INCHES.
  5. THE LENGTH, "L", OF THE FILTER SACK SHALL MATCH THE INSIDE LENGTH OF THE GRATED INLET BOX.

- MAINTENANCE NOTES:**
1. INLET PROTECTION DEVICES MUST BE INSPECTED FOR SEDIMENT ACCUMULATION WITHIN THE CATCH BASIN. REMOVE TRAPPED SEDIMENT WHEN BRIGHTLY COLORED EXPANSION RESTRAINT CAN NO LONGER BE SEEN.
  2. REMOVAL OF SEDIMENT ACCUMULATED IN OR ADJACENT TO A STORM DRAIN INLET MUST BEGIN IMMEDIATELY UPON DISCOVERY, WITH COMPLETION OF THE ACTIVITY OCCURRING NO LATER THAN THE END OF THE FOLLOWING BUSINESS DAY.
  3. INLET PROTECTION DEVICES SHALL BE INSPECTED FOR UNINTENDED BYPASS OR IMPROPER FLOW-RATES THAT MAY CAUSE DOWNSTREAM FLOODING.
  4. CONTACT THE CEC FOR ALTERNATE INLET PROTECTION IF THE DESIGNED PROTECTION MAY IMPACT DOWNSTREAM BMPs, ADJACENT SLOPES, ETC., DUE TO PONDING ISSUES. ENSURE THAT NO UNDERMINING OF INLET PROTECTION DEVICES HAS OCCURRED.
  5. INLET PROTECTION DEVICES AND BARRIERS SHALL BE REPAIRED OR REPLACED IF THEY SHOW SIGNS OF UNDERMINING OR DETERIORATION.

**IP3** INLET PROTECTION FILTER SACK  
N.T.S.

FOR USE ONLY IN PAVED AREAS WHERE SEDIMENT LOADS ARE EXPECTED TO BE VERY LOW. FILTER SACK MUST HAVE OVERFLOW HOLES TO PREVENT PONDING.

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NO	DATE	BY	CKD	APPR	COMMENT

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the State of Minnesota.

Print Name: \_\_\_\_\_

Date \_\_\_\_\_ License # \_\_\_\_\_

DATE ISSUED  
09/22/2025  
DESIGN REVIEW  
PERMIT SUBMITTAL  
CONSTRUCTION DOCUMENTS

DRAWN BY  
TK  
DESIGNED BY  
CC  
CHECKED BY  
TC  
PROJECT NO.  
53862



EROSION CONTROL DETAILS  
CRCL GROUP  
COMMERCE BOULEVARD DEVELOPMENT  
PRELIMINARY DESIGN DOCUMENTS  
ROGERS, MN

SHEET  
C5.04  
12 OF 21  
REV. ----

SECTION 1: SITE EVALUATION, ASSESSMENT, AND PLANNING

1.1 PROJECT/SITE INFORMATION

ROGERS COMMERCE BOULEVARD DEVELOPMENT
NE OF COMMERCE BOULEVARD
CITY: ROGERS
STATE: MN
ZIP CODE: 55374
COUNTY: HENNEPIN

THE PROPOSED PROJECT INCLUDES CONSTRUCTION OF TWO MULTI-USE TRADE BUILDINGS WITH ASSOCIATED BITUMINOUS SURFACE PARKING, SIDEWALKS, LANDSCAPING, AND UTILITY IMPROVEMENTS.

NPDES PERMIT NUMBER:

1.2 CONTACT INFORMATION/RESPONSIBLE PARTIES

COMPANY/ORGANIZATION NAME:
CONTACT NAME:
ADDRESS:
CITY, STATE, ZIP CODE:
TELEPHONE NUMBER:
FAX/EMAIL:

GENERAL CONTRACTOR (TO BE COMPLETED BY GENERAL CONTRACTOR):

COMPANY/ORGANIZATION NAME:
CONTACT NAME:
ADDRESS:
CITY, STATE, ZIP CODE:
TELEPHONE NUMBER:
FAX/EMAIL:

INSERT AREA OF CONTROL (IF MORE THAN ONE OPERATOR AT SITE):

THE GENERAL CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF THE MINNESOTA GENERAL PERMIT AUTHORIZATION TO DISCHARGE STORM WATER ASSOCIATED WITH CONSTRUCTION ACTIVITY UNDER THE NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM/STATE DISPOSAL SYSTEM PERMIT PROGRAM (GENERAL PERMIT). THE GENERAL CONTRACTOR MUST COMPLY WITH ANY LOCAL GOVERNING AGENCY (LGA) HAVING JURISDICTION CONCERNING EROSION AND SEDIMENT CONTROL. THE GENERAL CONTRACTOR SHALL BE REQUIRED TO BE A CO-APPLICANT WITH THE OWNER. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE OF THE EROSION AND SEDIMENT CONTROL DEVICES. THE "APPLICATION FOR GENERAL STORM-WATER PERMIT FOR CONSTRUCTION ACTIVITY (MN R100001)" SHALL BE COMPLETED BY THE GENERAL CONTRACTOR AND SUBMITTED ONLINE, ALONG WITH THE REQUIRED APPLICATION FEE, THROUGH THE MPCA'S WEBSITE.

UNLESS NOTIFIED BY THE MINNESOTA POLLUTION CONTROL AGENCY (MPCA) TO THE CONTRARY, APPLICANTS WHO SUBMIT A COMPLETE APPLICATION FORM IN ACCORDANCE WITH THE REQUIREMENTS OF THE GENERAL PERMIT ARE AUTHORIZED TO DISCHARGE STORM WATER FROM THE CONSTRUCTION SITE UNDER THE TERMS AND CONDITIONS OF THIS PERMIT SEVEN (7) CALENDAR DAYS THE ONLINE APPLICATION PROCESS IS COMPLETE (HTTPS://NETWEB.PCA.STATE.MN.US/PRIVATE/).

(NOTE: ALL PROJECTS UNDER 50 ACRES MUST SUBMIT THE PERMIT APPLICATION USING THE ONLINE PROCESS. MAILED APPLICATIONS ARE ONLY ACCEPTED FOR PROJECTS THAT DISTURB 50 OR MORE ACRES, AND HAVE A DISCHARGE POINT WITHIN 1 MILE OF A PROTECTED WATER.)

ADDITIONALLY, AUTHORIZATION WILL BE DELAYED UNDER THE FOLLOWING CIRCUMSTANCES:

- IF THE PROJECT DISTURBS 50 ACRES OR MORE AND HAS A DISCHARGE POINT WITHIN 1 MILE AND FLOWS TO AN IMPAIRED OR SPECIAL WATER WHOSE DISCHARGE MAY REACH AN IMPAIRED OR SPECIAL WATER LISTED IN SECTION 23 OF THE GENERAL PERMIT THE APPLICANT SHALL SUBMIT THE STORM WATER POLLUTION PREVENTION PLAN AND A COMPLETED APPLICATION AT LEAST 30 CALENDAR DAYS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES. UNLESS NOTIFIED BY THE MPCA TO THE CONTRARY, COVERAGE BECOMES EFFECTIVE 30 CALENDAR DAYS AFTER THE POSTMARKED DATE OF THE COMPLETED APPLICATION.
IF THE PROJECT INCLUDES ALTERNATIVE METHODS THE APPLICATION AND TWO ALTERNATIVE TREATMENT PLANS MUST BE SUBMITTED A MINIMUM OF 90 DAY BEFORE CONSTRUCTION STARTS.

EROSION & SEDIMENT CONTROL SUBCONTRACTOR (RESPONSIBLE FOR IMPLEMENTING & UPDATING SWPPP - TO BE COMPLETED BY CONTRACTOR):

COMPANY/ORGANIZATION NAME:
CONTACT NAME:
ADDRESS:
CITY, STATE, ZIP CODE:
TELEPHONE NUMBER:
FAX/EMAIL:

EROSION & SEDIMENT CONTROL INSPECTOR (SEE PART 6.1 OF THIS SWPPP FOR MORE INFORMATION ON INSPECTION RESPONSIBILITIES- TO BE COMPLETED BY CONTRACTOR):

COMPANY/ORGANIZATION NAME:
CONTACT NAME:
ADDRESS:
CITY, STATE, ZIP CODE:
TELEPHONE NUMBER:
FAX/EMAIL:

GROUND DISTURBING SUBCONTRACTOR(S):

COMPANY/ORGANIZATION NAME:
CONTACT NAME:
ADDRESS:
CITY, STATE, ZIP CODE:
TELEPHONE NUMBER:
FAX/EMAIL:

THE GENERAL CONTRACTOR SHALL PROVIDE A CHAIN OF RESPONSIBILITY WITH ALL OPERATORS ON THE SITE TO ENSURE THAT THE SWPPP WILL BE IMPLEMENTED AND STAY IN EFFECT UNTIL THE CONSTRUCTION PROJECT IS COMPLETE AND THE NOT SUBMITTED.

THIS SWPPP WAS PREPARED BY:

COMPANY/ORGANIZATION NAME: SAMBATEK
CONTACT NAME: ALESSANDRA STUTZ
ADDRESS: 12800 WHITEWATER DRIVE SUITE #300
CITY, STATE, ZIP CODE: MINNETONKA MN 55343
TELEPHONE NUMBER: 7634766010
FAX/EMAIL: ASTUTZ@SAMBATEK.COM

SWPPP DESIGNER CERTIFICATION CARD:



1.3 NATURE OF CONSTRUCTION ACTIVITY

NATURE OF CONSTRUCTION:

THIS SWPPP HAS BEEN PREPARED FOR MAJOR ACTIVITIES ASSOCIATED WITH CONSTRUCTION OF TWO MULTI-USE TRADE BUILDINGS WITH ASSOCIATED BITUMINOUS SURFACE PARKING, SIDEWALKS, LANDSCAPING, UTILITY IMPROVEMENTS, AND STORMWATER MANAGEMENT.

ANTICIPATED APPROXIMATE TIMELINES:

ESTIMATED PROJECT START DATE: XX/XX/XX
ESTIMATED PROJECT COMPLETION DATE: XX/XX/XX

1.4 SOILS, SLOPES, VEGETATION, AND CURRENT DRAINAGE PATTERNS

SOIL TYPE(S):

THE UNITED STATES DEPARTMENT OF AGRICULTURE'S WEB SOIL SURVEY, EXISTING SOILS ONSITE CONSIST OF CORDOVA LOAM AND LE SUEUR LOAM. THESE SOILS ARE CONSIDERED HYDROLOGIC SOIL GROUP (HSG) C/D AND ARE UNSUITABLE FOR INFILTRATION.

SLOPES:

EXISTING SLOPES RANGE FROM 0.4-16% IN PERVIOUS AREAS OF THE SITE. EXISTING SLOPES RANGE FROM 0.3-5.0% ON IMPERVIOUS SURFACES. PROPOSED SLOPES RANGE FROM 0.5-30% IN PERVIOUS AREAS OF THE SITE. PROPOSED SLOPES RANGE FROM 1.0-5.0% ON IMPERVIOUS SURFACES.

DRAINAGE PATTERNS:

RUNOFF FROM THE EXISTING SITE FLOWS TO EXISTING STORM SEWER INFRASTRUCTURE ALONG COMMERCE BOULEVARD, THE ADJACENT ACCESS ROAD, AND PARKING LOTS OFFSITE TO THE NORTH. EXISTING STORM SEWER ALONG COMMERCE DRIVE, THE ADJACENT ACCESS ROAD, AND NORTH IN OFFSITE PARKING ALL EVENTUALLY JOIN TOGETHER NORTH OF THE SITE. THERE IS CURRENTLY NO STORMWATER MANAGEMENT INFRASTRUCTURE LOCATED ONSITE.

THE CENTRAL PORTION OF THE SITE, INCLUDING BOTH BUILDINGS AND PARKING SPACES, WILL ROUTE THROUGH PROPOSED STORM SEWER BEFORE DISCHARGING INTO THE PROPOSED STORMWATER BEST MANAGEMENT PRACTICE (BMP). THE PERIMETER OF THE SITE DISCHARGE OVERLAND OFFSITE IN MAINTENANCE OF EXISTING DRAINAGE PATTERNS.

VEGETATION:

EXISTING VEGETATION WILL REQUIRE CLEARING AND GRUBBING DUE TO ALTERING GRADES. THE PROPOSED SITE WILL BE RE-VEGETATED IN ACCORDANCE WITH THE LANDSCAPING PLAN.

RAINFALL INFORMATION:

RAINFALL INFORMATION - THE AVERAGE TOTAL ANNUAL PRECIPITATION IS ABOUT 28.32 INCHES. OF THIS ABOUT 17.31 INCHES, OR 61 PERCENT, USUALLY FALLS IN MAY THROUGH SEPTEMBER. THE AVERAGE ANNUAL SNOWFALL IS 57.3 INCHES.

1.5 CONSTRUCTION SITE ESTIMATES

PROJECT AREA SUMMARY:

TOTAL PROJECT AREA: 3.47 ACRES
CONSTRUCTION SITE AREA TO BE DISTURBED: 3.42 ACRES

IMPERVIOUS AREAS:

IMPERVIOUS AREA BEFORE CONSTRUCTION (ACRES): 0.09
IMPERVIOUS AREA AFTER CONSTRUCTION (ACRES): 2.63

1.6 RECEIVING WATERS

CONSTRUCTION PHASE STORM WATER SYSTEM DESCRIPTION:

DURING CONSTRUCTION, EROSION AND SEDIMENT CONTROL DEVICES SUCH AS SILT FENCE AND INLET PROTECTION WILL WORK TO PREVENT SEDIMENT FROM LEAVING THE SITE AND THEREBY PROTECT DOWNSTREAM WATERS.

DESCRIPTION OF RECEIVING WATERS:

THERE ARE NO WATERS IDENTIFIED AS IMPAIRED BY THE MPCA WITHIN ONE MILE OF THE SITE. RUNOFF FROM THE SITE DISCHARGES INTO EXISTING STORM SEWER IN BOTH EXISTING AND PROPOSED CONDITIONS. STORM SEWER ROUTES NORTHEAST TO CONVEYANCE SWALES BEFORE ENTERING REGIONAL POND SYSTEMS.

1.7 SITE FEATURES AND SENSITIVE AREAS TO BE PROTECTED

THERE ARE NO EXISTING SITE FEATURES TO BE PROTECTED.

1.8 POTENTIAL SOURCES OF POLLUTION

POTENTIAL SOURCES OF SEDIMENT AND OTHER POLLUTANTS TO STORMWATER RUNOFF:

CONSTRUCTION PHASE POLLUTANT SOURCES ANTICIPATED AT THE SITE ARE DISTURBED (BARE) SOIL, VEHICLE FUELS AND LUBRICANTS, CHEMICALS ASSOCIATED WITH BUILDING CONSTRUCTION, AND BUILDING MATERIALS. WITHOUT ADEQUATE CONTROL THERE IS THE POTENTIAL FOR EACH TYPE OF POLLUTANT TO BE TRANSPORTED BY STORM WATER. (DESCRIBE ANY ADDITIONAL IDENTIFIED SOURCES OF SEDIMENT/POLLUTANTS)

1.9 ENDANGERED/THREATENED SPECIES

THERE ARE THREE ENDANGERED AND THREATENED SPECIES KNOWN TO BE IN THE AREA. THE WHOOPING CRANE, THE SALAMANDER MUSSEL, AND THE MONARCH BUTTERFLY. DUE TO THE LACK OF WETLANDS AND WATER FEATURES ON SITE, IT IS HIGHLY UNLIKELY THAT THE SALAMANDER MUSSEL WILL BE ENCOUNTERED ON SITE. IT IS NOT ANTICIPATED THE CONSTRUCTION ACTIVITIES WILL DISRUPT HABITAT OF THESE ENDANGERED SPECIES, HOWEVER IF THESE ENDANGERED OR THREATENED SPECIES ARE OBSERVED WITHIN THE PROJECT LOCATION WHILE PROJECT ACTIVITIES ARE GOING ON, THE CONTRACTOR IS TO STOP WORK IMMEDIATELY AND ENGINEER OF RECORD IS TO BE NOTIFIED.

THE UNITED STATES FISH AND WILDLIFE SERVICE LIST WHOOPING CRANE AS AN EXPERIMENTAL POPULATION. THE WHOOPING CRANE BREEDS, MIGRATES, WINTERS, AND FORAGES IN A VARIETY OF WETLAND AND OTHER HABITATS, INCLUDING COASTAL MARSHES AND ESTUARIES, INLAND MARSHES, LAKES, PONDS, WET MEADOWS AND RIVERS, AND AGRICULTURAL FIELDS. THERE IS ONE GROUP OF CRANES WHICH ARE KNOWN TO MIGRATE THROUGH MINNESOTA. THE UNITED STATES FISH AND WILDLIFE SERVICE LISTS THE SALAMANDER MUSSEL AS A PROPOSED ENDANGERED SPECIES. THE SALAMANDER MUSSEL IS A SMALL

SPECIES, ELLIPTICAL IN SHAPE, THAT IS THIN-SHELLED AND THAT REACHES APPROXIMATELY 1.52 INCHES LONG. THE SALAMANDER MUSSEL INHABITS RIVERS AND STREAMS WITH FAIRLY SWIFT VELOCITIES BUT PREFERS SHELTER HABITAT WITH SPACE UNDER SLAB ROCK/BEDROCK CREVICE-TYPE STRUCTURES THAT ARE DARK, WHERE THEY ARE IN CONTACT WITH A SOLID SURFACE, AND WHERE THERE IS STABILITY FROM A CONSTANT CURRENT. MUSSELS ARE AMONG THE MOST SENSITIVE FRESHWATER SPECIES TO METALS, AMMONIA, AND ION CONSTITUENTS, INCLUDING COPPER, SULFATE, ALACHLOR, NICKEL, CHLORIDE, SULFATE, ZINC, AND POTASSIUM. IN PARTICULAR, FRESHWATER MUSSELS ARE VERY SENSITIVE TO AMMONIA. MUSSEL DECLINES HAVE BEEN PARTIALLY ATTRIBUTED TO SEDIMENTATION CAUSED BY ANTHROPOGENIC ACTIVITIES (FOR EXAMPLE, DECREASE IN VEGETATIVE AND CANOPY COVER AND INCREASE IN URBAN AND AGRICULTURAL LAND. INCREASED SEDIMENTATION IMPACTS BOTH WATER QUALITY AND QUANTITY, WHICH CAN HAVE DIRECT AND INDIRECT IMPACTS ON THE SURVIVAL, REPRODUCTION, AND GROWTH OF FRESHWATER MUSSEL POPULATIONS.

THE UNITED STATES FISH AND WILDLIFE SERVICE LISTS THE MONARCH BUTTERFLY AS AN AN ENDANGERED SPECIES CANDIDATE. MONARCH HABITAT REQUIRES MILKWEED AND FLOWERING PLANTS. WHETHER IT'S A FIELD, ROADSIDE AREA, OPEN AREA, WET AREA OR URBAN GARDEN. ADULT MONARCHS FEED ON THE NECTAR OF MANY FLOWERS DURING BREEDING AND MIGRATION, BUT THEY CAN ONLY LAY EGGS ON MILKWEED PLANTS. FOR OVERWINTERING MONARCHS, HABITAT WITH A SPECIFIC MICROCLIMATE IS NEEDED FOR PROTECTION FROM THE ELEMENTS, AS WELL AS MODERATE TEMPERATURES TO AVOID FREEZING. THESE CONDITIONS VARY BETWEEN POPULATIONS. FOR THE EASTERN NORTH AMERICAN POPULATION, MOST MONARCHS OVERWINTER IN OYAMEL FIR TREE ROOSTS LOCATED IN MOUNTAINOUS REGIONS IN CENTRAL MEXICO AT AN ELEVATION OF 2,400 TO 3,600 METERS.

1.10 HISTORIC PRESERVATION

THERE ARE NO KNOWN HISTORIC SITES ON THE CONSTRUCTION SITE. THE NEAREST HISTORIC PROPERTY IS LOCATED DIAGONALLY ACROSS THE STREET FROM THE PROPOSED SITE AT THE RAPID MARINE AT 21350 ROGERS DR (SHPO HISTORIC INVENTORY NUMBER HE-RGC-00022).

1.11 APPLICABLE FEDERAL, TRIBAL, STATE OR LOCAL PROGRAMS

LOCAL GOVERNING UNIT (LGU) REQUIREMENTS:

THE PROJECT SITE IS LOCATED WITHIN THE CITY OF ROGERS AND THE ELM CREEK WATERSHED MANAGEMENT COMMISSION (ECWCM). THE COLLECTIVE AGENCIES REQUIRE DEVELOPMENTS DISTURBING OVER ONE ACRE OF LAND ADHERE TO THE FOLLOWING RULES:

RATE CONTROL: PROPOSED ACTIVITY SHALL NOT EXCEED EXISTING RUNOFF DISCHARGE RATES FOR THE 2-, 10-, AND 100-YEAR 24-HOUR CRITICAL STORM EVENTS USING THE CURRENT RAINFALL DISTRIBUTION SET FORTH IN NOAA ATLAS 14.

VOLUME CONTROL: STORMWATER RUNOFF VOLUME MUST BE INFILTRATED/ABSTRACTED ONSITE IN THE AMOUNT EQUIVALENT TO 1.1" OF RUNOFF GENERATED FROM NEW IMPERVIOUS SURFACES. WHERE INFILTRATION IS NOT ADVISABLE OR INFEASIBLE DUE TO SITE CONDITIONS, BIOFILTRATION OR FILTRATION MUST BE PROVIDED FOR THE AMOUNT OF ABSTRACTION VOLUME WHICH IS NOT INFILTRATED.

WATER QUALITY: THERE SHALL BE NO NET INCREASE IN THE TP OR TSS FROM PRE-DEVELOPMENT LAND COVER TO POST-DEVELOPMENT LAND COVER.

1.12 MITIGATION MEASURES FROM ENVIRONMENTAL REVIEWS/TMDLS/IMPAIRED WATERS

1.13 MAPS

EROSION AND SEDIMENT CONTROL PLANS:

THE FOLLOWING SITE DEVELOPMENT PLAN SHEETS ARE AN INTEGRAL PART OF THIS SWPPP:

- C-5.01 - PHASE I EROSION AND SEDIMENTATION CONTROL PLAN/"SITE MAP"
C-5.01 - PHASE II EROSION AND SEDIMENTATION CONTROL PLAN/"SITE MAP"
C-5.03 - EROSION AND SEDIMENTATION CONTROL DETAILS
C-5.02 - EROSION AND SEDIMENTATION CONTROL NOTES/"SITE MAP"

SHOW THE FOLLOWING ON THE EROSION AND SEDIMENT CONTROL PLANS:

- EXISTING AND FINAL GRADES
DIVIDING LINES AND DIRECTION OF FLOW FOR ALL PRE AND POST-CONSTRUCTION STORM WATER RUNOFF DRAINAGE AREAS LOCATED WITHIN THE PROJECT LIMITS
IMPERVIOUS SURFACE AREAS (PRE- AND POST-CONSTRUCTION AREA TABULATIONS)
SOIL TYPES
DELINEATED WETLAND LOCATIONS WITHIN ONE MILE OF THE PROJECT BOUNDARIES, WHICH WILL RECEIVE STORM WATER RUNOFF FROM THE SITE, (IF NOT POSSIBLE TO SHOW ON THE PLAN SHEET, THEY MUST BE IDENTIFIED WITH AN ARROW INDICATING BOTH DIRECTION AND DISTANCE TO THE SURFACE WATER, OR ON A USGS 7.5 MINUTE QUADRANGLE MAP OR EQUIVALENT)
LOCATION AND TYPE OF ALL TEMPORARY AND PERMANENT EROSION PREVENTION AND SEDIMENT CONTROL MEASURES, INCLUDING METHODS FOR FINAL STABILIZATION
BOUNDARIES OF DISTURBED CONSTRUCTION AREAS
PHASING OF CONSTRUCTION IN ORDER TO MINIMIZE DURATION OF EXPOSED SOILS
STANDARD PLATES/SPECS FOR PROPOSED BMPS
SEDIMENT CONTROL PRACTICES FOR PROPOSED TEMPORARY OR PERMANENT DRAINAGE DITCHES WHERE APPROPRIATE
ESTIMATED PRELIMINARY QUANTITIES TABULATION FOR TEMPORARY BMPS
ANY AREAS THAT ARE ADJACENT TO AND DRAIN TO PUBLIC WATERS FOR WHICH THE DNR HAS PROMULGATED "WORK IN WATER RESTRICTIONS"
BUFFERS
STEEP SLOPES
MAINTENANCE PLANS FOR PERMANENT STORMWATER SYSTEMS
KARST AREAS

SECTION 2: EROSION AND SEDIMENT CONTROL BMPS

EROSION CONTROL BMPS:

THE PURPOSE OF EROSION CONTROL IS TO PREVENT SOIL PARTICLES FROM BECOMING SUSPENDED IN WATER AND BEING TRANSPORTED TO EITHER DOWNSTREAM SURFACE WATERS OR DOWNSTREAM PROPERTIES.

APPROPRIATE CONSTRUCTION PHASING, VEGETATIVE BUFFER STRIPS, HORIZONTAL SLOPE GRADING, AND OTHER CONSTRUCTION PRACTICES THAT MINIMIZE EROSION MUST BE PLANNED FOR AND IMPLEMENTED.

IN THE NATURAL CONDITION, SOIL IS STABILIZED BY NATIVE VEGETATION. THE PRIMARY TECHNIQUE TO BE USED AT THIS PROJECT FOR FINAL STABILIZATION OF SITE SOIL WILL BE TO PROVIDE A PROTECTIVE COVER OF VEGETATION, PAVEMENT, OR BUILDING.

ALL EXPOSED AREAS MUST BE STABILIZED AS SOON AS POSSIBLE (BUT NO LATER THAN THE NEXT WORK DAY) TO LIMIT SOIL EROSION, BUT IN NO CASE LATER THAN 14 DAYS AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE HAS TEMPORARILY OR PERMANENTLY CEASED. TEMPORARY SOIL STOCKPILES WITHOUT SIGNIFICANT SILT, CLAY OR ORGANIC COMPONENTS (E.G. CLEAN AGGREGATED STOCKPILES, DEMOLITION CONCRETE STOCKPILES, SAND STOCKPILES) AND THE CONSTRUCTED BASE COMPONENTS OF ROADS, PARKING LOTS AND SIMILAR SURFACES ARE EXEMPT FROM THIS REQUIREMENT, BUT MUST

COMPLY WITH SECTION 2.7 OF THIS SWPPP (SECTION 8.4, 9.9, 9.10, AND 23.0 OF THE GENERAL PERMIT).

SEDIMENT CONTROL BMPS:

THE PURPOSE OF SEDIMENT CONTROL IS TO PREVENT SOIL PARTICLES THAT HAVE BEEN SUSPENDED IN WATER FROM ENTERING SURFACE WATERS, INCLUDING CURB AND GUTTER SYSTEMS AND STORM SEWER INLETS. SEDIMENT CONTROL BMPS HAVE BEEN DESIGNED AS PART OF THIS SWPPP.

IF THE DOWN GRADIENT TREATMENT SYSTEM IS OVERLOADED, THE CONTRACTOR IS RESPONSIBLE FOR IMPLEMENTING ADDITIONAL UP GRADIENT SEDIMENT CONTROL PRACTICES OR REDUNDANT BMPS TO ELIMINATE THE OVERLOADING AND MUST AMEND THE SWPPP WITHIN 7 DAYS TO IDENTIFY THE ADDITIONAL PRACTICES.

SEDIMENT CONTROL PRACTICES MUST ALWAYS BE ESTABLISHED ON ALL DOWN GRADIENT PERIMETERS AND BE LOCATED UPGRADIENT OF ANY BUFFER ZONES. THE PERIMETER SEDIMENT CONTROL PRACTICES MUST BE IN PLACE BEFORE ANY UP GRADIENT LAND DISTURBING ACTIVITIES BEGIN. THESE PRACTICES MUST REMAIN IN PLACE UNTIL FINAL STABILIZATION IS ACHIEVED (SEE SECTION 8 OF THIS SWPPP).

THE TIMING OF THE INSTALLATION OF SEDIMENT CONTROL PRACTICES MAY BE ADJUSTED TO ACCOMMODATE SHORT-TERM ACTIVITIES SUCH AS CLEARING OR GRUBBING, OR PASSAGE OF VEHICLES. ANY SHORT TERM ACTIVITY MUST BE COMPLETED AS QUICKLY AS POSSIBLE AND THE SEDIMENT CONTROL PRACTICES MUST BE RE-INSTALLED IMMEDIATELY AFTER THE ACTIVITY IS COMPLETED. SEDIMENT CONTROL PRACTICES MUST BE INSTALLED BEFORE THE NEXT RAIN EVENT EVEN IF THE ACTIVITY IS NOT COMPLETE.

2.1 MINIMIZE DISTURBED AREA AND PROTECT NATURAL FEATURES AND SOIL

CONSTRUCTION SHALL BE PHASED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

PHASE I:

- 1. STABILIZED CONSTRUCTION ENTRANCES.
2. PREPARE TEMPORARY PARKING AND STORAGE AREA.
3. CONSTRUCT THE SILT FENCES ON THE SITE.
4. INSTALL INLET PROTECTION DEVICES ON EXISTING STORM STRUCTURES, AS SHOWN ON THE PLAN.
5. CONSTRUCT THE SEDIMENTATION AND SEDIMENT TRAP BASINS, AS REQUIRED.
6. HALT ALL ACTIVITIES AND CONTACT THE CIVIL ENGINEERING CONSULTANT TO PERFORM INSPECTION OF BMPS. GENERAL CONTRACTOR SHALL SCHEDULE AND CONDUCT STORM WATER PRE-CONSTRUCTION MEETING WITH ENGINEER AND ALL GROUND DISTURBING CONTRACTORS BEFORE PROCEEDING WITH CONSTRUCTION.
7. CLEAR AND GRUB THE SITE.
8. BEGIN GRADING THE SITE.
9. START CONSTRUCTION OF BUILDING PAD AND STRUCTURES.
PHASE II:

- 1. TEMPORARY SEED DENUEED AREAS.
2. INSTALL UTILITIES, UNDERDRAINS, STORM SEWERS, CURBS AND GUTTERS.
3. INSTALL RIP RAP AROUND OUTLET STRUCTURES.
4. INSTALL INLET PROTECTION AROUND ALL STORM SEWER STRUCTURES.
5. PREPARE SITE FOR PAVING.
6. PAVE SITE.
7. INSTALL INLET PROTECTION DEVICES.
8. COMPLETE GRADING AND INSTALL PERMANENT SEEDING AND PLANTING.
REMOVE ALL TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES (ONLY IF SITE IS STABILIZED), IF REQUIRED BY THE CONTRACT

2.2 PRESERVE 50 FOOT NATURAL BUFFER

THE CONTRACTOR MUST PRESERVE A 50 FOOT NATURAL BUFFER (OR IF A BUFFER IS INFEASIBLE ON THE SITE PROVIDE REDUNDANT SEDIMENT CONTROLS) WHEN A SURFACE WATER IS LOCATED WITHIN 50 FEET OF THE PROJECTS EARTH DISTURBANCES AND STORMWATER FLOWS TO THE SURFACE WATER. THE CONTRACTOR IS NOT REQUIRED TO ENHANCE THE QUALITY OF THE VEGETATION THAT ALREADY EXISTS IN THE BUFFER OR PROVIDE VEGETATION IF NONE EXISTS. (SHOW 50 FOOT BUFFERS ON PHASE I EROSION & SEDIMENT CONTROL PLAN)

2.3 CONTROL STORMWATER FLOWING ONTO AND THROUGH THE PROJECT

MEASURES SHOULD BE TAKEN TO ENSURE THAT "CLEAN" RUNOFF FROM OFF SITE IS DIVERTED AROUND DISTURBED AREAS ON SITE. CARE SHOULD BE TAKEN THAT RE-ROUTING OFF SITE RUNOFF DOES NOT RESULT IN FLOODING OR OTHER ISSUES ON ADJACENT PROPERTIES.

BMP DESCRIPTION: TEMPORARY DIVERSION DITCH

INSTALLATION SCHEDULE: INSTALL TEMPORARY DIVERSION DITCHES AS SHOWN ON THE SWPPP PLAN SHEETS, AND AS NEEDED THROUGHOUT CONSTRUCTION, PRIOR TO UP GRADIENT GROUND DISTURBING ACTIVITIES

MAINTENANCE AND INSPECTION REQUIREMENTS: THE WETTED PERIMETER OF ANY TEMPORARY OR PERMANENT DRAINAGE DITCH MUST BE STABILIZED WITHIN 200 LINEAL FEET FROM THE PROPERTY EDGE OR FROM THE POINT OF DISCHARGE INTO ANY SURFACE WATER. THIS STABILIZATION MUST BE COMPLETED WITHIN 24 HOURS OF CONNECTING TO A SURFACE WATER. THE REMAINDER OF THE DITCH MUST BE STABILIZED WITHIN 14 DAYS OF CONNECTING TO A SURFACE WATER AND AFTER CONSTRUCTION HAS CEASED.

TEMPORARY OR PERMANENT DITCHES THAT ARE BEING USED AS A SEDIMENT CONTAINMENT SYSTEM DO NOT NEED TO BE STABILIZED, BUT MUST BE STABILIZED WITHIN 24 HOURS AFTER NO LONGER BEING USED AS A SEDIMENT CONTAINMENT SYSTEM.

DITCHES MUST BE INSPECTED EVERY 7 DAYS, AND WITHIN 24 HOURS AFTER A 0.5" 24-HOUR RAIN EVENT. ANY SEDIMENT DEPOSITED IN DIVERSION DITCHES MUST BE REMOVED AND ANY EXPOSED SOILS STABILIZED WITHIN 7 DAYS OF DISCOVERY UNLESS PRECLUDED BY LEGAL, REGULATORY, OR PHYSICAL ACCESS CONSTRAINTS. IF PRECLUDED, NOTE REASON FOR DELAY ON MAINTENANCE LOG.

RESPONSIBLE STAFF (CONTRACTOR TO COMPLETE):

2.4 STABILIZE SOILS

- 1. TEMPORARY SEEDING - DISTURBED AREAS THAT ARE NOT YET AT FINAL GRADE BUT THAT WILL NOT BE ACTIVELY WORKED FOR 14 DAYS OR MORE MUST BE TEMPORARILY STABILIZED. TEMPORARY STABILIZATION MUST BE INITIATED IMMEDIATELY WHERE WORK HAS TEMPORARILY CEASED AND MUST BE COMPLETED NO LATER THAN 14 CALENDAR DAYS AFTER WORK IN THAT PORTION OF THE SITE HAS TEMPORARILY CEASED. TEMPORARY SEEDING SHALL BE IN ACCORDANCE WITH MN/DOT SEED MIXTURE NUMBER 21-111 OR 21-112 DEPENDING ON THE SEASON OF PLANTING (SEE MN/DOT SPECIFICATION SECTION 2575.3) SEEDING METHOD AND APPLICATION RATE SHALL

CONFORM TO MN/DOT SPECIFICATION SECTION 2575.3. TEMPORARY MULCH SHALL BE APPLIED IN ACCORDANCE WITH MN/DOT SPECIFICATION SECTION 2575.3C. ALTERNATIVELY, HYDRAULIC SOIL STABILIZER IN ACCORDANCE WITH MN/DOT SPECIFICATION SECTION 2575.3E MAY BE USED IN PLACE OF TEMPORARY MULCH.

- 2. PERMANENT STABILIZATION - ALL AREAS AT FINAL GRADE MUST BE STABILIZED WITHIN 14 DAYS AFTER COMPLETION OF THE MAJOR CONSTRUCTION ACTIVITY. PERMANENT STABILIZATION MUST BE INITIATED IMMEDIATELY WHERE WORK HAS PERMANENTLY CEASED AND MUST BE COMPLETED NO LATER THAN 14 CALENDAR DAYS AFTER CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE HAS PERMANENTLY CEASED. SEEDED AREAS SHALL BE PROTECTED WITH MULCH. PERMANENT MULCH SHALL CONFORM TO MN/DOT SPECIFICATION 3882, TYPE 3 AT 2 TONS/ACRE AND SHALL BE DISK ANCHORED. HYDRAULIC SOIL STABILIZER MAY BE USED IN PLACE OF MULCH IF APPROVED BY CIVIL ENGINEER. IF HYDRAULIC SOIL STABILIZER IS USED, IT SHALL BE MN/DOT TYPE 6.

2.5 PROTECT SLOPES

STEEP SLOPE AREAS - THE CONTRACTOR MUST MINIMIZE THE NEED FOR DISTURBANCE OF PORTIONS OF THE PROJECT THAT HAVE STEEP SLOPES (3:1 OR STEEPER). FOR THOSE SLOPED AREAS WHICH MUST BE DISTURBED, THE CONTRACTOR MUST USE TECHNIQUES SUCH AS PHASING AND STABILIZATION PRACTICES DESIGNED FOR STEEP SLOPES, SUCH AS DRAINING AND TERRACING. SLOPES STEEPER THAN 3:1 MUST BE PROTECTED BY EROSION CONTROL BLANKETS.

BMP DESCRIPTION: EROSION CONTROL BLANKET

INSTALLATION SCHEDULE: INSTALL EROSION CONTROL BLANKETS AS SHOWN ON THE SWPPP PLAN SHEETS, AND AS NEEDED THROUGHOUT CONSTRUCTION, WITHIN THE PERIMETER ALLOWED FOR STABILIZATION AFTER WORK HAS CEASED IN AN AREA, DEPENDING ON THE LOCATION (I.E. 24 HOURS, 7 DAYS, 14 DAYS)

MAINTENANCE AND INSPECTION REQUIREMENTS: TO FUNCTION PROPERLY, EROSION CONTROL BLANKETS MUST BE IN CONTACT WITH THE SOIL BENEATH THE BLANKET. BLANKETS MUST BE SECURED PER THE CONSTRUCTION DETAIL PROVIDED WITH THE SWPPP PLAN SHEETS. INSPECT BLANKETS EVERY 7 DAYS OR WITHIN 24 HOURS AFTER A 0.5" 24-HOUR RAIN EVENT. REPAIR, REPLACE, OR SUPPLEMENT NON-FUNCTIONAL BLANKETS WITHIN 3 DAYS OR BY THE NEXT RAIN EVENT, WHICHEVER COMES FIRST.

RESPONSIBLE STAFF (CONTRACTOR TO COMPLETE):

2.6 PROTECT STORM DRAIN INLETS

ALL STORM DRAIN INLETS MUST BE PROTECTED BY APPROPRIATE MEANS DURING CONSTRUCTION UNTIL ALL SOURCES WITH POTENTIAL FOR DISCHARGING TO THE INLET HAVE BEEN STABILIZED. INLET PROTECTION MAY BE REMOVED FOR A PARTICULAR INLET IF A SPECIFIC SAFETY CONCERN (STREET FLOODING/FREEZING) HAS BEEN IDENTIFIED AND PERMITTEE(S) HAVE RECEIVED WRITTEN CORRESPONDENCE FROM THE JURISDICTIONAL AUTHORITY (E.G. CITY/COUNTY/TOWNSHIP/MINDOT/ETC.) VERIFYING THE NEED FOR REMOVAL. THE WRITTEN CORRESPONDENCE MUST BE DOCUMENTED IN THIS SWPPP.

BMP DESCRIPTION: SILT FENCE INLET PROTECTION

INSTALLATION SCHEDULE: INSTALL INLET PROTECTION IN EXISTING STRUCTURES AS DIRECTED ON THE SWPPP PLAN SHEETS, AND AS NEEDED THROUGHOUT CONSTRUCTION, PRIOR TO BEGINNING GROUND DISTURBING ACTIVITIES UP GRADIENT OF THE INLET. INSTALL INLET PROTECTION ON NEW STRUCTURES AS SOON AS THE STRUCTURES ARE PUT INTO USE.

MAINTENANCE AND INSPECTION REQUIREMENTS: INSPECT SILT FENCE EVERY 7 DAYS OR WITHIN 24 HOURS AFTER A 0.5" 24-HOUR RAIN EVENT. SEDIMENT ACCUMULATIONS SHOULD BE REMOVED WHEN SEDIMENT BUILD-UP REACHES 1/2 THE HEIGHT OF THE SILT FENCE. THIS MAINTENANCE MUST BE COMPLETED WITHIN 24 HOURS OF DISCOVERY.

RESPONSIBLE STAFF (CONTRACTOR TO COMPLETE):

BMP DESCRIPTION: INLET PROTECTION (INLET INSERT DEVICE)

INSTALLATION SCHEDULE: INSTALL INLET PROTECTION IN EXISTING STRUCTURES AS DIRECTED ON THE SWPPP PLAN SHEETS, AND AS NEEDED THROUGHOUT CONSTRUCTION, PRIOR TO BEGINNING GROUND DISTURBING ACTIVITIES UP GRADIENT OF THE INLET. INSTALL INLET PROTECTION ON NEW STRUCTURES AS SOON AS THE STRUCTURES ARE PUT INTO USE.

MAINTENANCE AND INSPECTION REQUIREMENTS: INSPECT INLET PROTECTION EVERY 7 DAYS OR WITHIN 24 HOURS AFTER A 0.5" 24-HOUR RAIN EVENT. SEDIMENT ACCUMULATIONS SHOULD BE REMOVED WHEN SEDIMENT BUILD-UP REACHES 1/2 THE CAPACITY OF THE DEVICE, OR, IF MORE STRINGENT, IN ACCORDANCE WITH MANUFACTURER RECOMMENDATIONS. THIS MAINTENANCE MUST BE COMPLETED WITHIN 24 HOURS OF DISCOVERY.

RESPONSIBLE STAFF (CONTRACTOR TO COMPLETE):

2.7 ESTABLISH PERIMETER CONTROLS AND SEDIMENT BARRIERS

ALL STRUCTURAL SEDIMENT CONTROLS INTENDED TO RECEIVE AND TREAT CONSTRUCTION RUNOFF MUST BE IN PLACE BEFORE ANY UP GRADIENT LAND ALTERATION CAN BEGIN AND MUST STAY IN OPERATION UNTIL FINAL STABILIZATION OF THE SITE HAS BEEN ACHIEVED.

TEMPORARY SOIL STOCKPILES MUST HAVE SILT FENCE OR OTHER EFFECTIVE SEDIMENT CONTROLS INSTALLED PRIOR TO THE INITIATION OF STOCKPILING, AND CANNOT BE PLACED IN ANY NATURAL BUFFERS OR SURFACE WATERS, INCLUDING STORMWATER CONVEYANCES SUCH AS CURB AND GUTTER SYSTEMS, OR CONDUITS AND DITCHES UNLESS THERE IS A BYPASS IN PLACE FOR THE STORMWATER.

BMP DESCRIPTION: SILT FENCE

INSTALLATION SCHEDULE: INSTALL SILT FENCE AS DIRECTED ON THE SWPPP PLAN SHEETS, AND AS NEEDED THROUGHOUT CONSTRUCTION, PRIOR TO COMMENCING UP GRADIENT LAND DISTURBING ACTIVITIES.

MAINTENANCE AND INSPECTION REQUIREMENTS: INSPECT SILT FENCE EVERY 7 DAYS OR WITHIN 24 HOURS AFTER A 0.5" 24-HOUR RAIN EVENT. SEDIMENT ACCUMULATIONS SHOULD BE REMOVED WHEN SEDIMENT BUILD-UP REACHES 1/2 THE HEIGHT OF THE SILT FENCE. THIS MAINTENANCE MUST BE COMPLETED WITHIN 24 HOURS OF DISCOVERY.

RESPONSIBLE STAFF (CONTRACTOR TO COMPLETE):

BMP DESCRIPTION: BIOLOGS

INSTALLATION SCHEDULE: INSTALL BIOLOGS AS DIRECTED ON THE SWPPP PLAN SHEETS, AND AS NEEDED THROUGHOUT CONSTRUCTION, PRIOR TO COMMENCING UP GRADIENT LAND DISTURBING ACTIVITIES.

MAINTENANCE AND INSPECTION REQUIREMENTS: INSPECT BIOLOGS EVERY 7 DAYS OR WITHIN 24 HOURS AFTER A 0.5" 24-HOUR RAIN EVENT. SEDIMENT ACCUMULATIONS SHOULD BE REMOVED WHEN SEDIMENT BUILD-UP REACHES 1/2 THE HEIGHT OF THE BIOLOG. THIS MAINTENANCE MUST BE COMPLETED WITHIN 24 HOURS OF DISCOVERY.

RESPONSIBLE STAFF (CONTRACTOR TO COMPLETE):

2.8 RETAIN SEDIMENT ON-SITE

2.10 CONTROL STORMWATER DISCHARGE POINTS

- 1. PIPE OR OTHER TEMPORARY OR PERMANENT OUTLETS MUST BE STABILIZED WITH TEMPORARY OR PERMANENT ENERGY DISSIPATION WITHIN 24 HOURS AFTER CONNECTION TO A SURFACE WATER.
2. STABILIZE THE NORMAL WETTED PERIMETER OF A DRAINAGE DITCH OR SWALE WITHIN 200 FEET OF THE PROPERTY EDGE WITHIN 24 HOURS OF CONNECTION TO A SURFACE WATER.

BMP DESCRIPTION: RIPRAP

INSTALLATION SCHEDULE: INSTALL RIPRAP AS SHOWN ON SWPPP PLANS AND/OR GRADING PLANS. INSTALLATION MUST BE COMPLETED WITHIN 24 HOURS OF CONNECTING TO A SURFACE WATER.

MAINTENANCE AND INSPECTION REQUIREMENTS: INSPECT OUTLETS EVERY 7 DAYS OR WITHIN 24 HOURS AFTER A 0.5" 24-HOUR RAIN EVENT. REPAIR, REPLACE OR SUPPLEMENT NON-FUNCTIONING RIPRAP ENERGY DISSIPATION WITHIN 3 DAYS OR BY THE NEXT RAIN EVENT.

RESPONSIBLE STAFF (CONTRACTOR TO COMPLETE):

2.11 CHEMICAL EROSION AND SEDIMENT CONTROL BMPS

POLYMERS, FLOCCULANTS, OR OTHER SEDIMENTATION TREATMENT CHEMICALS MUST BE APPLIED AFTER CONVENTIONAL EROSION AND SEDIMENT CONTROL DEVICES ARE UTILIZED. CHEMICALS MAY ONLY BE APPLIED WHERE TREATED STORMWATER IS DIRECTED TO A SEDIMENT CONTROL SYSTEM WHICH ALLOWS FOR FILTRATION OR SETTLEMENT OF THE FLOC PRIOR TO DISCHARGE.

SECTION 3: DEWATERING & BASIN DRAINING

3.1 DEWATERING AND BASIN DRAINING

ALLOWABLE NON-STORMWATER DISCHARGES, AS DEFINED BY THE GENERAL PERMIT, ARE LIMITED TO DEWATERING AND BASIN DRAINING. DEWATERING OR BASIN DRAINING THAT MAY HAVE TURBID OR SEDIMENT LADEN DISCHARGE WATER MUST BE DISCHARGED TO A TEMPORARY OR PERMANENT SEDIMENTATION BASIN ON THE PROJECT SITE WHENEVER POSSIBLE.

SECTION 4: GOOD HOUSEKEEPING BMPS

4.1 MATERIAL HANDLING AND WASTE MANAGEMENT

- 1. SOLID WASTE DISPOSAL - NO SOLID MATERIALS, INCLUDING CONSTRUCTION AND DEMOLITION MATERIALS, COLLECTED SEDIMENT, ASPHALT AND CONCRETE MILLINGS, SHALL BE ALLOWED TO BE CARRIED FROM THE SITE WITH STORM WATER.
2. GROUNDWATER PROTECTION - SUBSTANCES THAT HAVE THE POTENTIAL FOR POLLUTING SURFACE AND/OR GROUNDWATER MUST BE CONTROLLED BY WHATEVER MEANS NECESSARY IN ORDER TO ENSURE THAT THEY DO NOT DISCHARGE FROM THE SITE.
3. SANITARY FACILITIES - ALL PERSONNEL INVOLVED WITH CONSTRUCTION ACTIVITIES MUST COMPLY WITH STATE AND LOCAL SANITARY SEPTIC SYSTEM REGULATIONS.

4.2 ESTABLISH PROPER STORAGE, HANDLING & DISPOSAL PRACTICES

HAZARDOUS MATERIALS & TOXIC WASTE (INCLUDING OIL, DIESEL FUEL, GASOLINE, HYDRAULIC FLUIDS, PAINT SOLVENTS, PETROLEUM-BASED PRODUCTS, WOOD PRESERVATIVES, ADDITIVES, CURING COMPOUNDS, AND ACIDS) MUST BE STORED IN WATERPROOF CONTAINERS WITH SECONDARY CONTAINMENT, AND THEIR LOCATION(S) MUST BE NOTED ON THE SWPPP MAP.

4.3 DESIGNATE WASHOUT AREAS

THE CONTRACTOR SHALL DESIGNATE AREAS FOR CONCRETE AND OTHER (STUCCO, PAINT, FOR RELEASE OILS, CURING COMPOUNDS AND OTHER CONSTRUCTION MATERIALS RELATED TO THE CONSTRUCTION

ACTIVITY) WASHOUTS, AND NOTE THE LOCATIONS ON THE SITE MAP. ALL LIQUID AND SOLID WASTES GENERATED BY WASHOUT OPERATIONS MUST BE CONTAINED IN A LEAK PROOF CONTAINMENT FACILITY OR IMPERMEABLE LAYER.

BMP DESCRIPTION: CONCRETE WASHOUT

INSTALLATION SCHEDULE: PRIOR TO CONCRETE WORK.

MAINTENANCE AND INSPECTION REQUIREMENTS: INSPECT CONCRETE WASHOUTS FOR EVIDENCE OF DISCHARGE EVERY 7 DAYS OR WITHIN 24 HOURS AFTER A 0.5" 24-HOUR RAIN EVENT.

RESPONSIBLE STAFF (CONTRACTOR TO COMPLETE):

4.4 ESTABLISH PROPER EQUIPMENT/VEHICLE FUELING AND MAINTENANCE PRACTICES

THE CONTRACTOR SHALL DESIGNATE AREAS FOR EQUIPMENT FUELING, CLEANING, MAINTENANCE AND REPAIR, AND NOTE THE LOCATION(S) ON THE SWPPP SITE MAPS. RUNOFF MUST BE CONTAINED WITHIN THE DESIGNATED AREAS (I.E. THROUGH USE OF A TEMPORARY BERM).

4.5 CONTROL EQUIPMENT/VEHICLE WASHING

THE CONTRACTOR SHALL DESIGNATE LOCATION(S) FOR VEHICLE WASHING, AND NOTE THE LOCATION(S) ON THE SWPPP SITE MAP. RUNOFF FROM THE WASHING AREA MUST BE CONTAINED IN A SEDIMENT BASIN OR OTHER SIMILARLY EFFECTIVE CONTROLS AND WASTE FROM THE WASHING ACTIVITY MUST BE PROPERLY DISPOSED OF.

4.6 SPILL PREVENTION AND CONTROL PLAN

- 1. ACCIDENTAL SPILL - DISCHARGE OF OIL OR OTHER HAZARDOUS SUBSTANCES IS SUBJECT TO REPORTING AND CLEAN UP REQUIREMENTS.
2. GROUNDWATER PROTECTION - SUBSTANCES THAT HAVE THE POTENTIAL FOR POLLUTING SURFACE AND/OR GROUNDWATER MUST BE CONTROLLED BY WHATEVER MEANS NECESSARY IN ORDER TO ENSURE THAT THEY DO NOT DISCHARGE FROM THE SITE.

SECTION 5: POST-CONSTRUCTION BMPS

THE ROGERS COMMERCE BOULEVARD DEVELOPMENT PROJECT PROPOSES TO MEET RATE, WATER QUALITY, AND VOLUME REDUCTION THROUGH THE USE OF ONE SURFACE BIOFILTRATION BASIN WITH UNDERDRAIN LOCATED IN THE NORTHWEST PORTION OF THE SITE.

BMP DESCRIPTION: SUMP MANHOLE

INSTALLATION SCHEDULE: ALONG WITH STORM SEWER NETWORK

MAINTENANCE AND INSPECTION REQUIREMENTS: PRACTICE SHOULD BE INSPECTED (AND CLEANED OUT IF DEEMED NECESSARY) SEMI-ANNUALLY TO ENSURE THAT SEDIMENT IS NOT BEGINNING TO WASH OUT DURING STORM EVENTS.

RESPONSIBLE STAFF (CONTRACTOR TO COMPLETE):

BMP DESCRIPTION: FILTRATION BASIN

INSTALLATION SCHEDULE: THE FILTRATION BASIN WILL BE INSTALLED DURING THE INITIAL GRADING FOR THE SITE. THE STORM SEWER SYSTEM WILL THEN BE CONNECTED INTO THE FILTRATION BASIN.

MAINTENANCE AND INSPECTION REQUIREMENTS: ONCE CONSTRUCTION IS COMPLETE, THE BASIN WILL BE INSPECTED AND CLEARED OF ANY SEDIMENT BUILD-UP TWICE PER YEAR AND AS NEEDED.

RESPONSIBLE STAFF (CONTRACTOR TO COMPLETE):

SECTION 6: INSPECTIONS

6.1 INSPECTIONS

- 1. INSPECTION FREQUENCY AND RESPONSIBILITY (OPTION 1 - CONTRACTOR RESPONSIBLE FOR INSPECTIONS)

BETWEEN THE TIME THIS SWPPP IS IMPLEMENTED AND FINAL SITE STABILIZATION IS ACHIEVED AND THE NOTICE OF TERMINATION FILED WITH THE MPCA, ALL DISTURBED AREAS AND POLLUTANT CONTROLS MUST BE INSPECTED AT LEAST ONCE EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS FOLLOWING A RAINFALL OF 0.5 INCHES OR GREATER.

- 2. INSPECTION PROCEDURES - EXAMPLES OF PARTICULAR ITEMS TO EVALUATE DURING SITE INSPECTIONS ARE LISTED BELOW. THIS LIST IS NOT INTENDED TO BE COMPREHENSIVE.

ADDITIONAL FACTORS SHOULD BE CONSIDERED AS APPROPRIATE TO THE CIRCUMSTANCES.

A. PRE-INSPECTION PREPARATION:

- 1. INSPECTORS SHOULD BE FAMILIAR WITH THE SWPPP, INCLUDING THE EROSION AND SEDIMENT CONTROL PLANS, PAST INSPECTION REPORTS, AND MAINTENANCE LOGS.

B. SITE ENTRY:

- 1. BEFORE ENTERING THE SITE, OBSERVE THE SURROUNDINGS AND AREAS ADJACENT TO THE PROJECT SITE AND VARIOUS STAGES OF CONSTRUCTION.
2. THIS IS A GOOD TIME TO VIEW CONSTRUCTION SITE VEHICLE TRACKING PAD LOCATIONS AND PERIMETER CONTROLS.

C. RECORDS REVIEW:

- 1. VERIFY THAT A COPY OF THE SWPPP AND APPLICATION FOR THE NPDES STORM WATER PERMIT, AND COPIES OF ALL CONSTRUCTION SITE INSPECTIONS ARE ON SITE OR ELECTRONICALLY AVAILABLE.
2. VERIFY THAT THE TIMING FOR INSTALLATION OF ALL EROSION PREVENTION AND SEDIMENT CONTROL BMPS, AS WELL AS CONSTRUCTION PHASING, IS GENERALLY BEING FOLLOWED.
3. SWPPPS ARE INTENDED TO BE DYNAMIC DOCUMENTS.

A. A CHANGE IN DESIGN, CONSTRUCTION, OPERATION, MAINTENANCE, WEATHER OR SEASONAL CONDITIONS HAVE A SIGNIFICANT EFFECT ON STORM WATER DISCHARGES

B. INSPECTIONS INDICATE THE SWPPP IS NOT EFFECTIVE

C. THE SWPPP IS NOT CONSISTENT WITH THE TERMS OF THE GENERAL PERMIT

D. SITE INSPECTION (NOTE TIMELINES FOR MAINTENANCE INCLUDED IN INSPECTION/MAINTENANCE REPORT)

- 1. INSPECT DISCHARGE POINTS DOWNSTREAM AND OFF-SITE AREAS FOR SIGNS OF IMPACT.
2. INSPECT PERIMETER CONTROLS:
A. HAVE PERIMETER CONTROLS BEEN PROPERLY INSTALLED AND MAINTAINED?
B. ARE VEHICLE TRACKING PADS FUNCTIONING PROPERLY?
3. COMPARE BMPS IN THE SWPPP WITH CONSTRUCTION SITE CONDITIONS.
4. INSPECT AREAS THAT HAVE BEEN DISTURBED AND ARE NOT CURRENTLY BEING WORKED.

E. EXIT INTERVIEW:

- 1. DEBRIEF THE PERSON IN CHARGE. EXPLAIN THE IDENTIFIED DEFICIENCIES AND ANY AREAS OF CONCERN.
F. A COPY OF THE COMPLETED INSPECTION REPORT MUST BE KEPT WITH THE SWPPP ON SITE.

THE INSPECTION REPORT USED SHOULD INCLUDE, AT A MINIMUM, THE FOLLOWING:

- DATE & TIME OF INSPECTION
• NAME OF INSPECTOR(S)
• FINDINGS OF INSPECTIONS AND RECOMMENDATIONS FOR CORRECTIVE ACTIONS
• CORRECTIVE ACTIONS TAKEN, INCLUDING DATES, TIMES AND NAMES OF PARTY COMPLETING MAINTENANCE
• DATE & AMOUNT OF RAINFALL
• RECORD OF ALL POINTS OF DISCHARGE FROM THE PROPERTY AND DESCRIPTION OF DISCHARGE
• NOTE TO UPDATE THE SWPPP WITHIN 7 DAYS OF CHANGES
• DEWATERING PHOTOGRAPHS AND REPORT OF NUISANCE CONDITIONS FROM DEWATERING PROCESS

6.2 DELEGATION OF AUTHORITY

DULY AUTHORIZED REPRESENTATIVE(S) OR POSITION(S):

COMPANY OR ORGANIZATION NAME:
NAME:
POSITION:
ADDRESS:
CITY, STATE, ZIP CODE:
TELEPHONE NUMBER:
FAX/EMAIL:

6.3 CORRECTIVE ACTION LOG

THE INSPECTION/MAINTENANCE FORM, AVAILABLE UPON REQUEST, INCORPORATES BOTH INSPECTION AND MAINTENANCE REPORTING INTO A SINGLE FORM. THIS FORM ALSO SPECIFIES THE TIME ALLOWED FOR CORRECTIONS TO BE PERFORMED.

SECTION 7: RECORD KEEPING AND TRAINING

7.1 RECORDKEEPING

RECORD RETENTION - THE OWNER MUST KEEP THE SWPPP INCLUDING ALL CHANGES MADE TO IT DURING CONSTRUCTION (SEE SECTION 7.2 OF THIS SWPPP), ALONG WITH THE FOLLOWING ADDITIONAL RECORDS ON FILE FOR THREE YEARS AFTER COMPLETION OF THE CONSTRUCTION PROJECT.

- 1. ANY OTHER STORMWATER RELATED PERMITS REQUIRED FOR THE PROJECT
2. RECORDS OF ALL INSPECTIONS AND MAINTENANCE CONDUCTED DURING CONSTRUCTION
3. ALL PERMANENT OPERATION AND MAINTENANCE AGREEMENTS THAT HAVE BEEN IMPLEMENTED, INCLUDING ALL RIGHT OF WAY, CONTRACTS, COVENANTS AND OTHER BINDING REQUIREMENTS REGARDING PERPETUAL MAINTENANCE
4. ALL REQUIRED CALCULATIONS FOR DESIGN OF THE TEMPORARY AND PERMANENT STORM WATER MANAGEMENT SYSTEMS

7.2 AMENDMENTS

THE CONTRACTOR SHALL KEEP A RECORD LOG OF ALL MODIFICATIONS TO THE SWPPP. AN EXAMPLE OF A SWPPP UPDATE LOG FORM CAN BE PROVIDED UPON REQUEST.

MODIFICATIONS TO THE SWPPP - THIS SWPPP INTENDS TO CONTROL WATER-BORNE AND LIQUID POLLUTANT DISCHARGES BY SOME COMBINATION OF INTERCEPTION, FILTRATION, AND CONTAINMENT.

THE GENERAL CONTRACTOR AND SUBCONTRACTORS IMPLEMENTING THIS SWPPP MUST REMAIN ALERT TO THE NEED TO PERIODICALLY REFINE AND UPDATE THE SWPPP IN ORDER TO ACCOMPLISH THE INTENDED GOALS. THIS SWPPP MUST BE AMENDED WITHIN 7 DAYS DURING THE COURSE OF CONSTRUCTION IN ORDER TO KEEP IT CURRENT WITH THE POLLUTANT CONTROL MEASURES UTILIZED AT THE SITE.

- 1. THERE IS A CHANGE IN DESIGN, CONSTRUCTION, OPERATION, MAINTENANCE, WEATHER OR SEASONAL CONDITIONS THAT HAS A SIGNIFICANT EFFECT ON THE DISCHARGE OF POLLUTANTS TO SURFACE WATERS OR UNDERGROUND WATERS.
2. INSPECTIONS OR INVESTIGATIONS BY SITE OPERATORS, LOCAL, STATE OR FEDERAL OFFICIALS INDICATE THE SWPPP IS NOT EFFECTIVE IN ELIMINATING OR SIGNIFICANTLY MINIMIZING THE DISCHARGE OF POLLUTANTS TO SURFACE WATERS OR UNDERGROUND WATERS.
3. THE SWPPP IS NOT ACHIEVING THE GENERAL OBJECTIVES OF CONTROLLING POLLUTANTS IN STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY.
4. THE MPCA HAS DETERMINED THAT THE PROJECT'S STORM WATER DISCHARGES MAY CAUSE OR CONTRIBUTE TO NON-ATTAINMENT OF ANY APPLICABLE WATER STANDARD.

7.3 TRAINING

THE PERMITTEE(S) MUST FULFILL TRAINING REQUIREMENTS AND INCLUDE RECORDS OF TRAINING IN THE SWPPP. REFRESHER TRAINING MUST BE ATTENDED EVERY THREE YEARS STARTING THREE YEARS, FROM THE ISSUANCE OF THE 2018 GENERAL PERMIT (ISSUED 8/1/18).

- 1. INDIVIDUALS PREPARING THE SWPPP
2. INDIVIDUALS OVERSEEING IMPLEMENTATION OF, REVISING, AND AMENDING THE SWPPP AND INDIVIDUALS PERFORMING INSPECTIONS.
3. INDIVIDUALS PERFORMING OR SUPERVISING THE INSTALLATION, MAINTENANCE AND REPAIR OF BMPS.
4. AT LEAST ONE INDIVIDUAL ON A PROJECT MUST BE TRAINED IN THESE JOB DUTIES.

THE CONTENT AND EXTENT OF TRAINING MUST BE COMMENSURATE WITH THE INDIVIDUAL'S JOB DUTIES AND RESPONSIBILITIES WITH REGARD TO ACTIVITIES COVERED UNDER THE GENERAL PERMIT.

TRAINING DOCUMENTATION MUST INCLUDE:

- 1. NAMES OF PERSONNEL ASSOCIATED WITH THE PROJECT THAT ARE REQUIRED TO BE TRAINED
2. DATES OF TRAINING AND NAMES OF INSTRUCTOR AND ENTITY PROVIDING TRAINING
3. CONTENT OF TRAINING COURSE, INCLUDING NUMBER OF HOURS OF TRAINING
4. DOCUMENTATION MUST BE KEPT WITH THE SWPPP. TRAINING RECORD/CERTIFICATION TEMPLATE IS AVAILABLE UPON REQUEST.

INDIVIDUALS MUST BE TRAINED BY LOCAL, STATE, FEDERAL AGENCIES, PROFESSIONAL ORGANIZATIONS, OR OTHER ENTITIES WITH EXPERTISE IN EROSION PREVENTION, SEDIMENT CONTROL, OR PERMANENT STORMWATER MANAGEMENT SUCH AS THE UNIVERSITY OF MINNESOTA, MINNESOTA EROSION CONTROL ASSOCIATION, SOIL AND WATER CONSERVATION DISTRICTS, OR THE MPCA.

SECTION 8: FINAL STABILIZATION / PERMIT TERMINATION

FINAL STABILIZATION - TO ACHIEVE FINAL STABILIZATION OF THE SITE, THE CONTRACTOR WILL IMPLEMENT THE FOLLOWING MEASURES AFTER ALL SOIL DISTURBING ACTIVITIES AT THE SITE HAVE BEEN COMPLETED.

- 1. ALL SOILS MUST BE STABILIZED BY A UNIFORM PERENNIAL VEGETATIVE COVER WITH A DENSITY OF 70 PERCENT OVER THE ENTIRE PERVIOUS SURFACE AREA.
2. THE PERMANENT STORMWATER MANAGEMENT SYSTEM IS CONSTRUCTED, MEETS ALL REQUIREMENTS IN SECTIONS 15, 16, 17, 18, AND 19 OF THE GENERAL PERMIT AND IS OPERATING AS DESIGNED.
3. ALL TEMPORARY EROSION PREVENTION AND SEDIMENT CONTROL BMPS MUST BE REMOVED.
4. FOR CONSTRUCTION PROJECTS ON LAND USED FOR AGRICULTURAL PURPOSES FINAL STABILIZATION MAY BE ACCOMPLISHED BY RETURNING THE DISTURBED LAND TO ITS PRECONSTRUCTION AGRICULTURAL USE.
5. FOR RESIDENTIAL CONSTRUCTION ONLY, PERMIT COVERAGE TERMINATES ON INDIVIDUAL LOTS IF THE LOT IS SOLD TO THE HOMEOWNER.

PERMIT TERMINATION - TO ACHIEVE PERMIT TERMINATION FOR THE SITE, PERMITTEES MUST COMPLY WITH SECTIONS 4 & 13 OF THE GENERAL PERMIT.

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Table with 6 columns: NO, DATE, BY, CKD, APPR, COMMENT. Contains a grid for tracking changes and approvals.

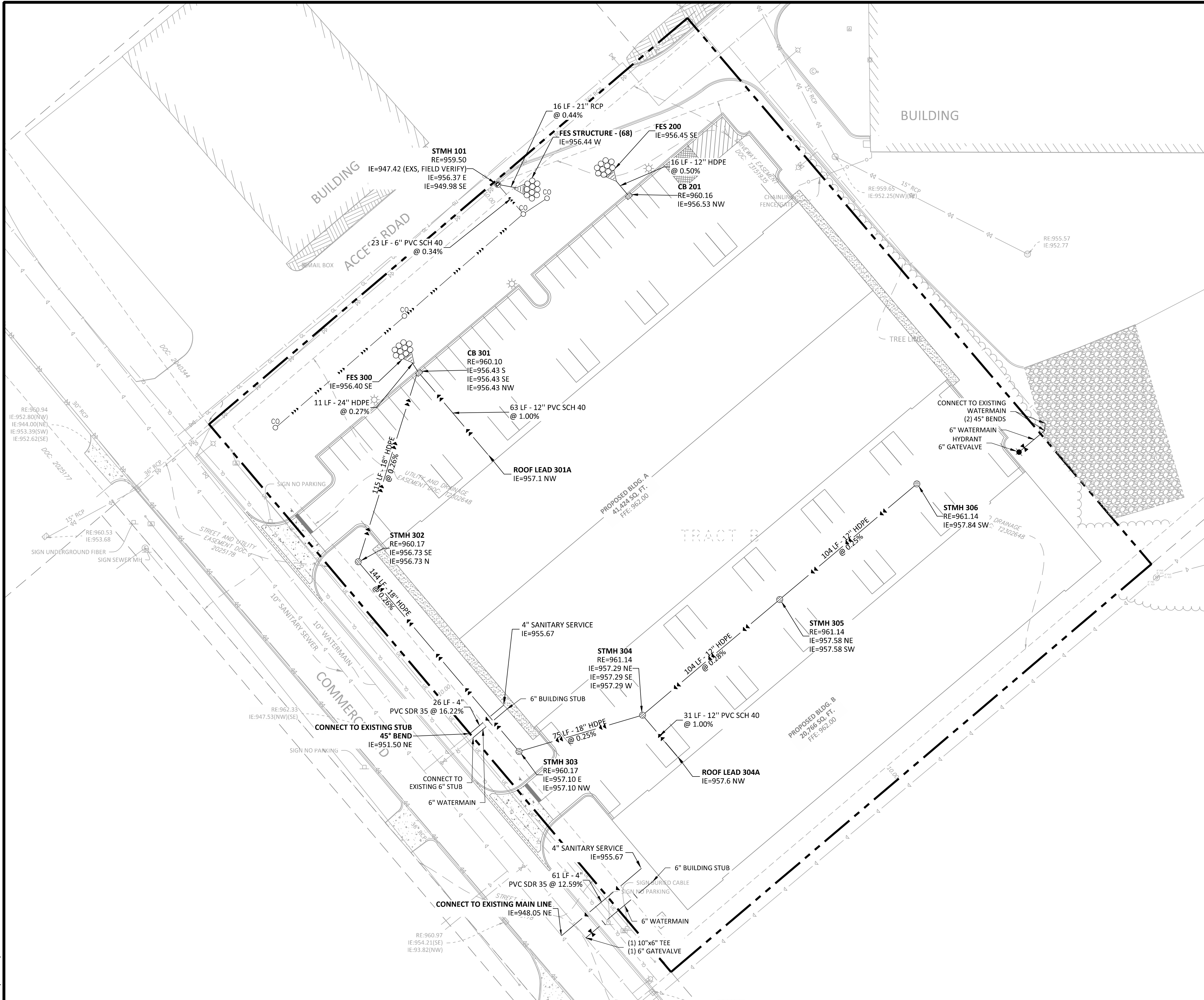
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Print Name:
Date License #

Table with 2 columns: DATE ISSUED, DRAWN BY. Includes fields for DESIGN REVIEW, PERMIT SUBMITTAL, CONSTRUCTION DOCUMENTS, TK, CC, TC, PROJECT NO. 53862.



SWPPP
CRCL GROUP
COMMERCE BOULEVARD DEVELOPMENT
PRELIMINARY DESIGN DOCUMENTS
ROGERS, MN

SHEET
C5.06
14 OF 21
REV.



LEGEND	
PROPOSED	EXISTING

**UTILITY CONSTRUCTION NOTES**

1. SEE SHEET C1.03

THE SUBSURFACE UTILITY INFORMATION SHOWN ON THESE PLANS IS A UTILITY QUALITY LEVEL D. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF ASCE/CI 38-02, TITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA." THE CONTRACTOR AND/OR SUBCONTRACTORS SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, BY CONTACTING THE NOTIFICATION CENTER (GOPHER STATE ONE FOR MINNESOTA). THE CONTRACTOR AND/OR SUBCONTRACTOR AGREE TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES, WHICH MIGHT BE OCCASIONED BY HIS OR HER FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UTILITIES (UNDERGROUND AND OVERHEAD).

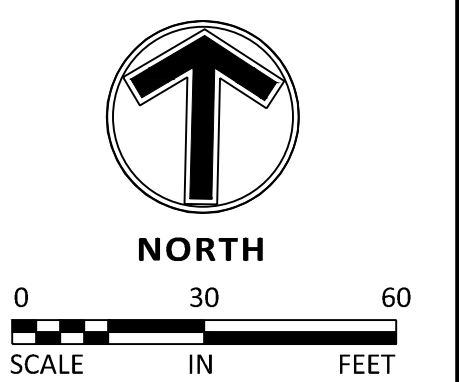
IF THE CONTRACTOR ENCOUNTERS ANY DRAIN TILE WITHIN THE SITE, HE OR SHE SHALL NOTIFY THE ENGINEER WITH THE LOCATION, SIZE, INVERT AND IF THE TILE LINE IS ACTIVE. NO DRAIN TILE SHALL BE BACKFILLED WITHOUT APPROVAL FROM THE PROJECT ENGINEER.

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.

**STORM SEWER STRUCTURE SCHEDULE**

NUMBER	TYPE	CASTING*

\*INDICATES NEENAH FOUNDRY CASTING NO., OR APPROVED EQUAL  
 NOTE: CONTRACTOR AND THEIR SUPPLIER SHALL DETERMINE THE MINIMUM DIAMETER REQUIRED FOR EACH STORM SEWER STRUCTURE.



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NO	DATE	BY	CKD	APPR	COMMENT

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DATE ISSUED  
09/22/2025

DESIGN REVIEW

PERMIT SUBMITTAL

CONSTRUCTION DOCUMENTS

DRAWN BY  
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DESIGNED BY  
CC

CHECKED BY  
TC

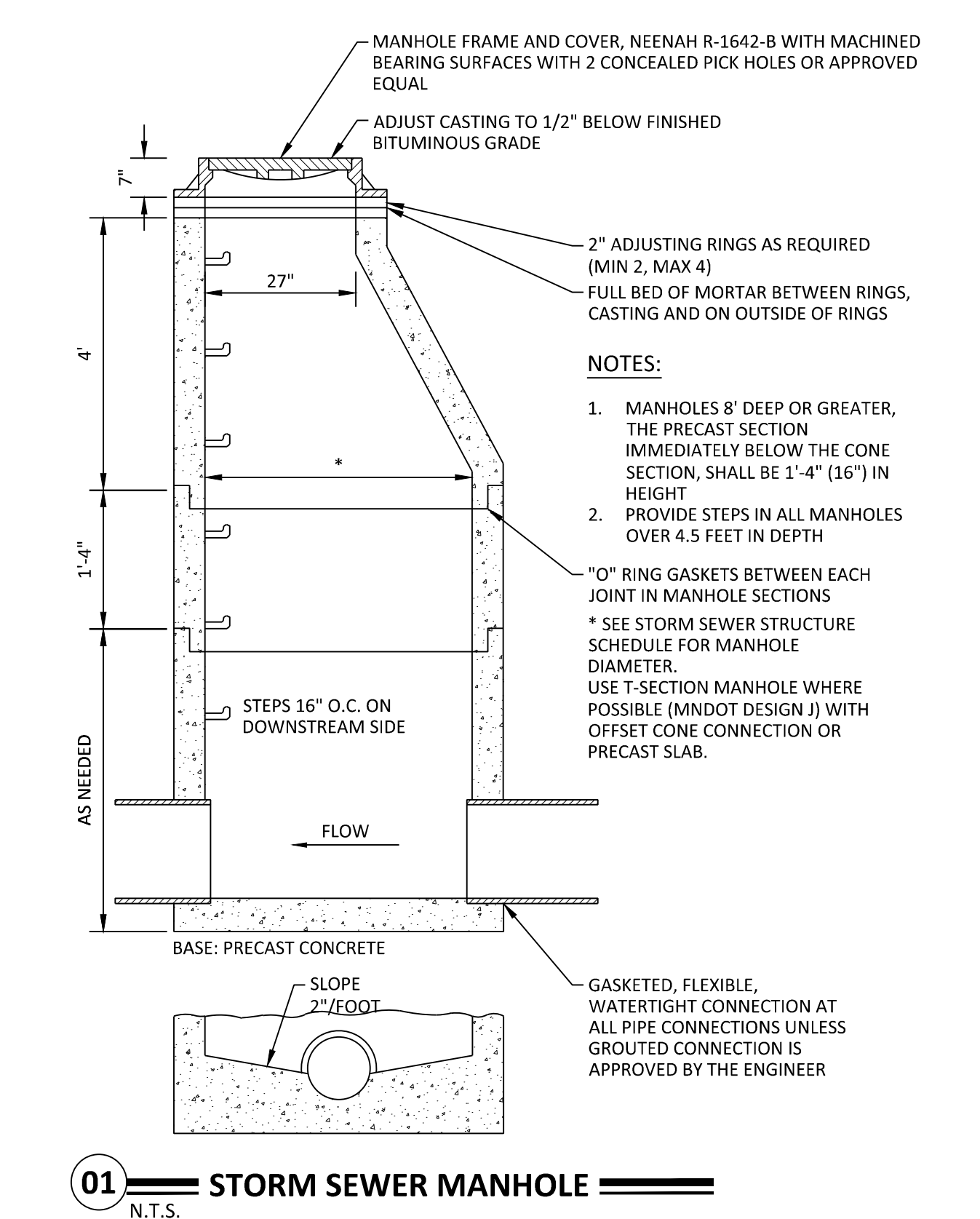
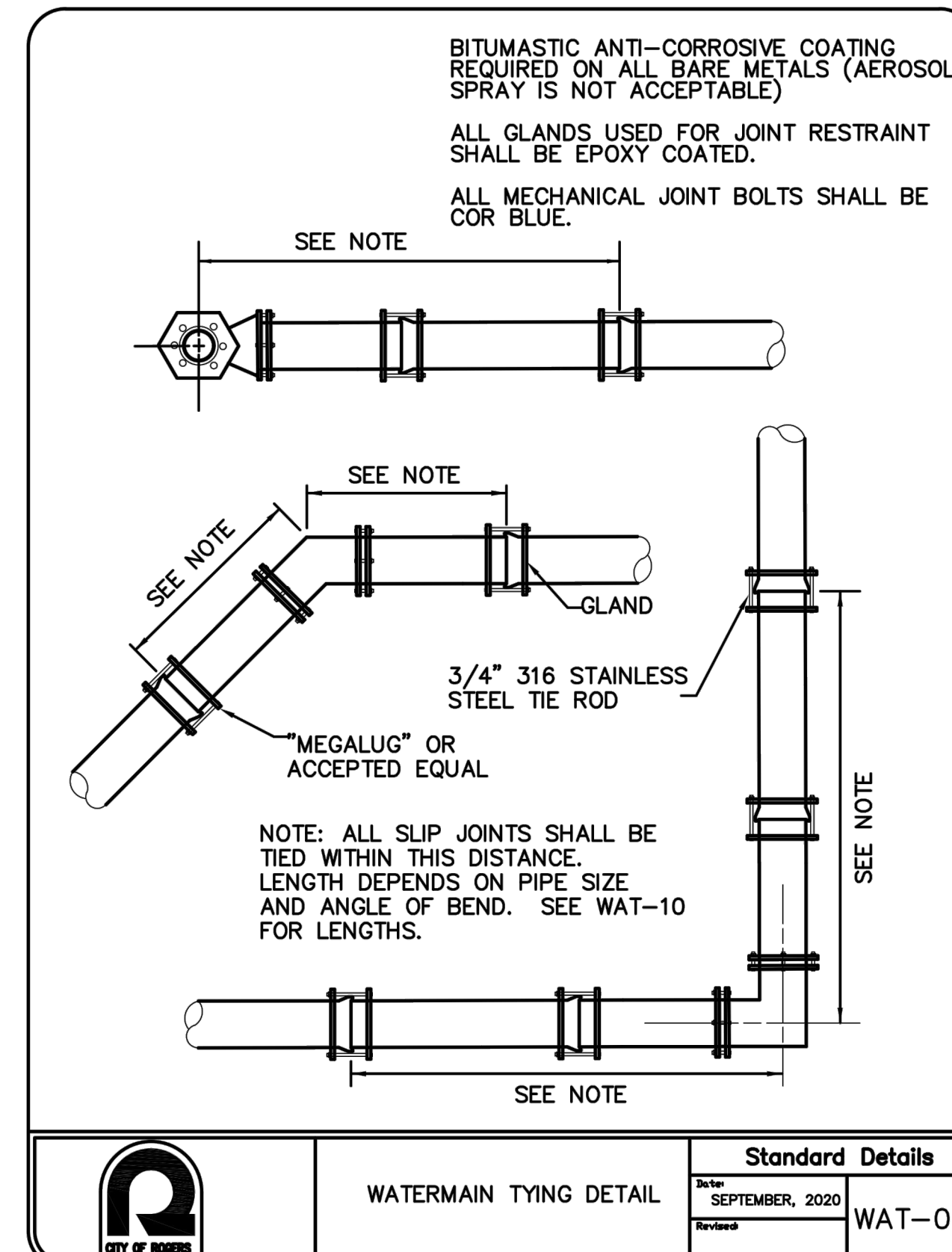
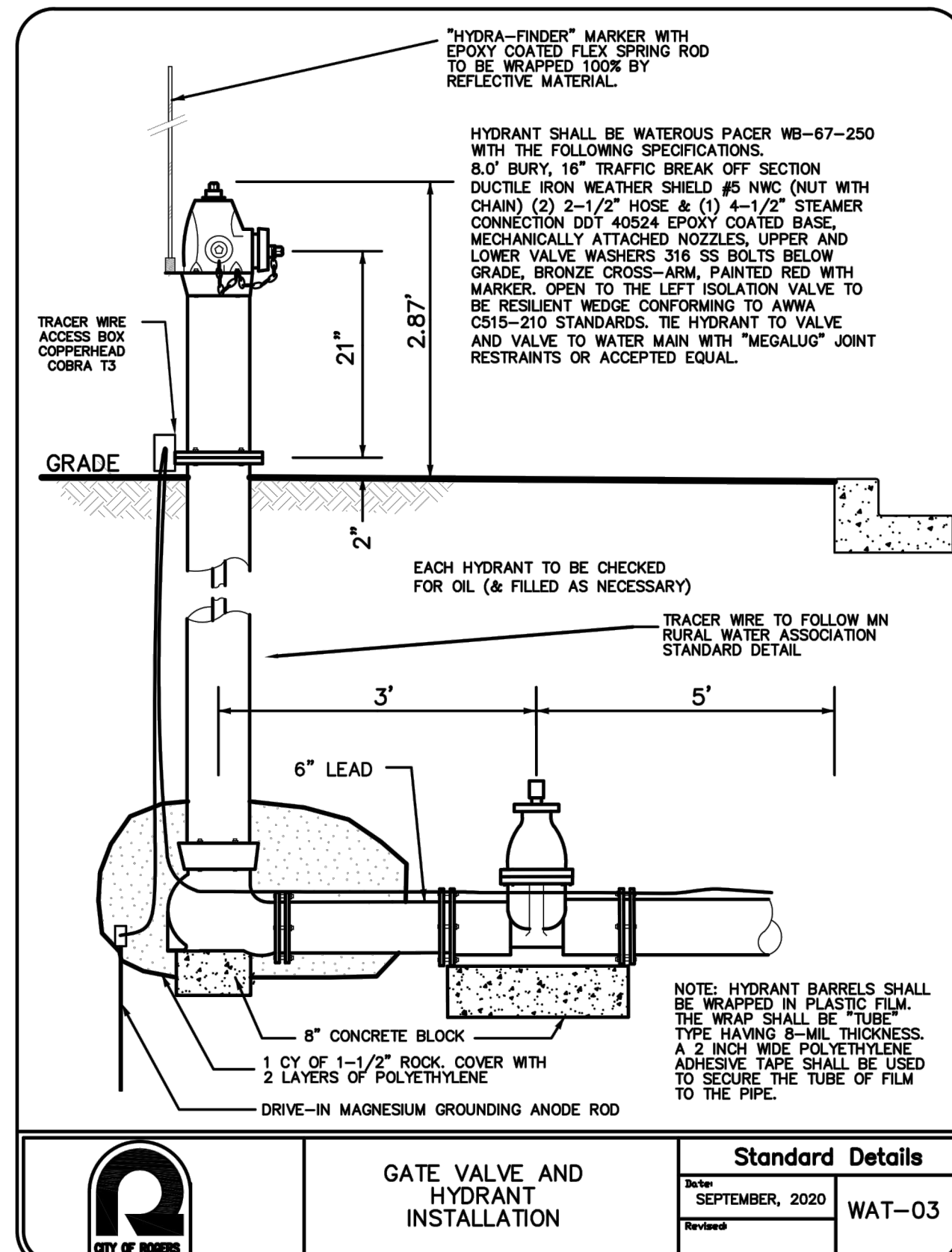
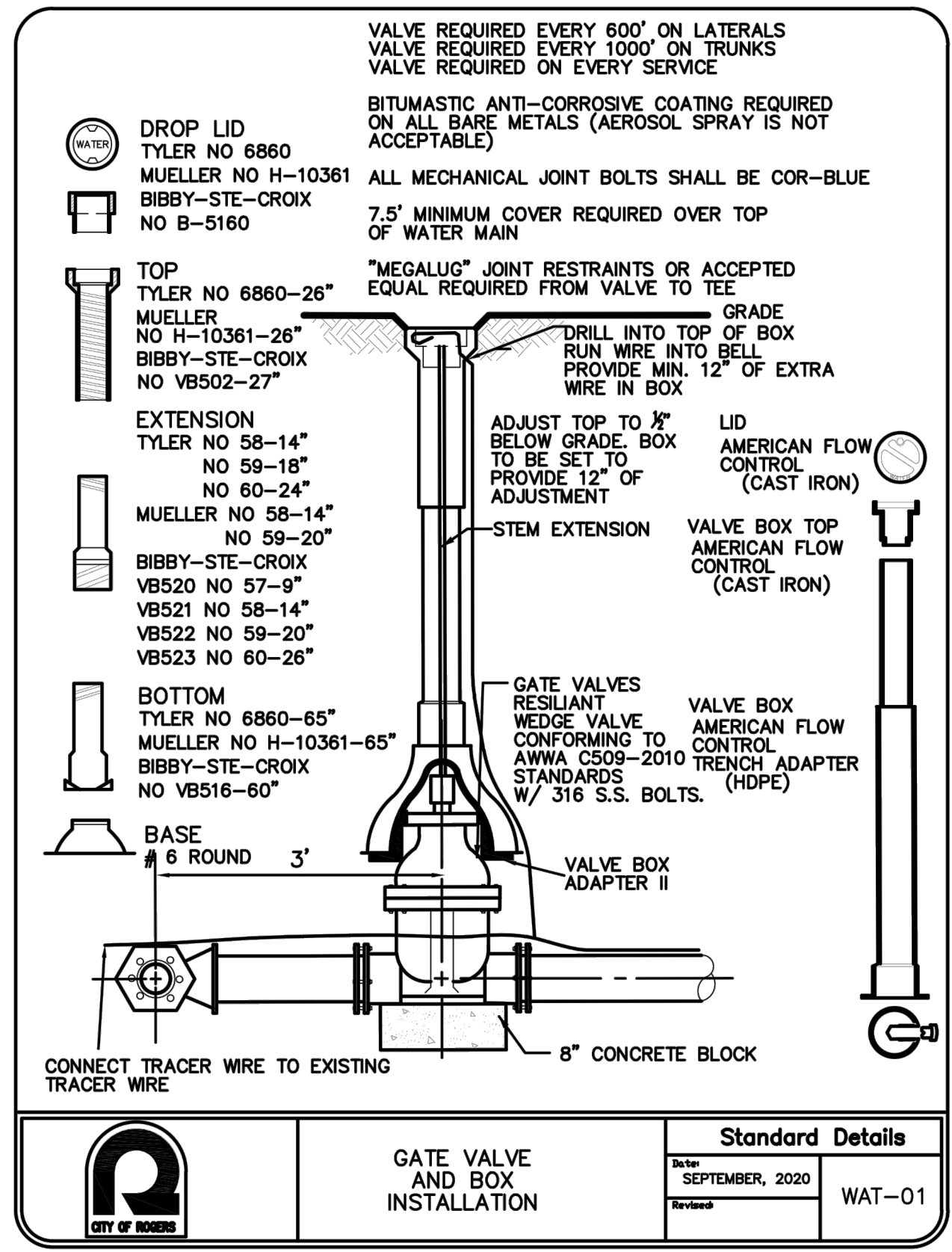
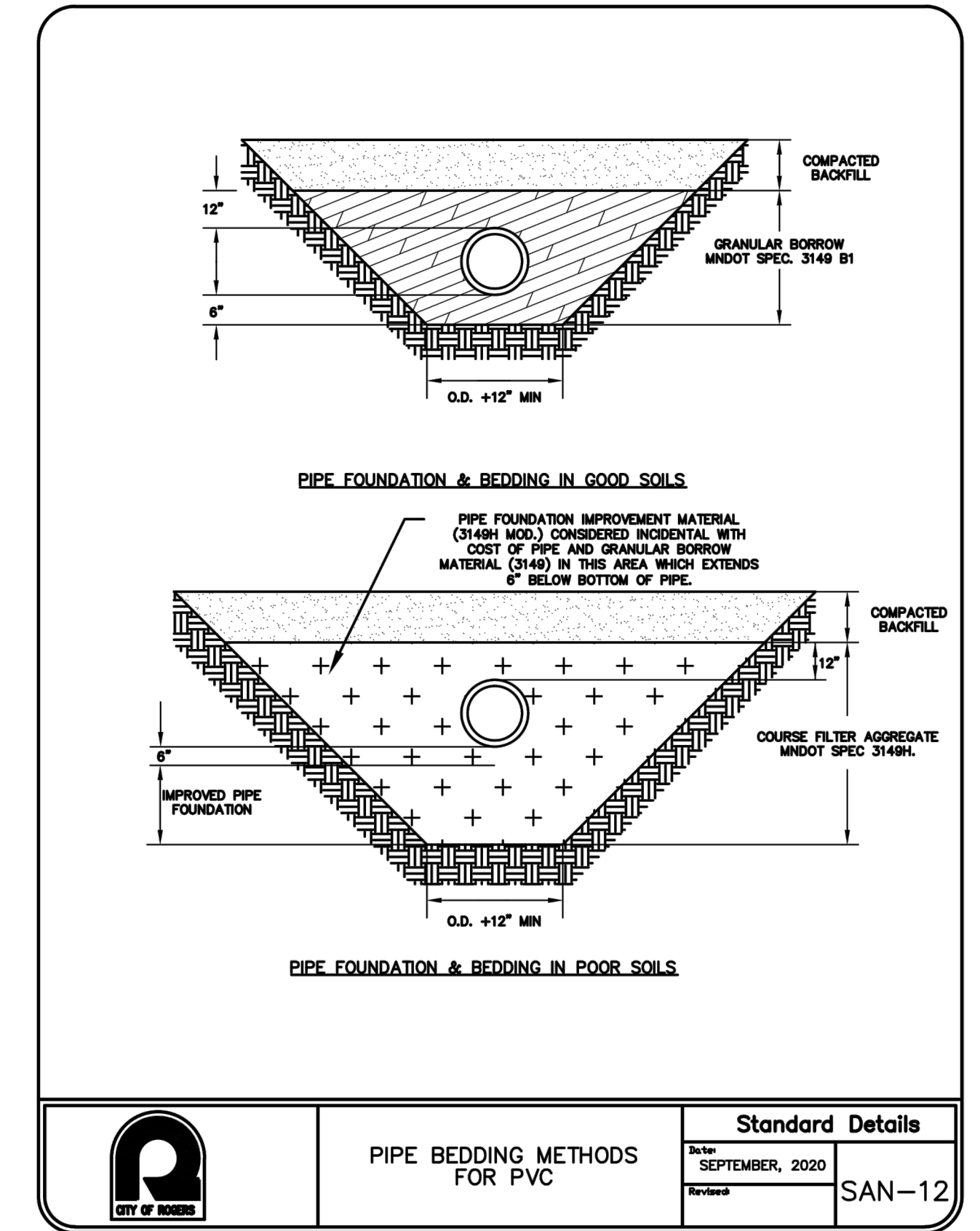
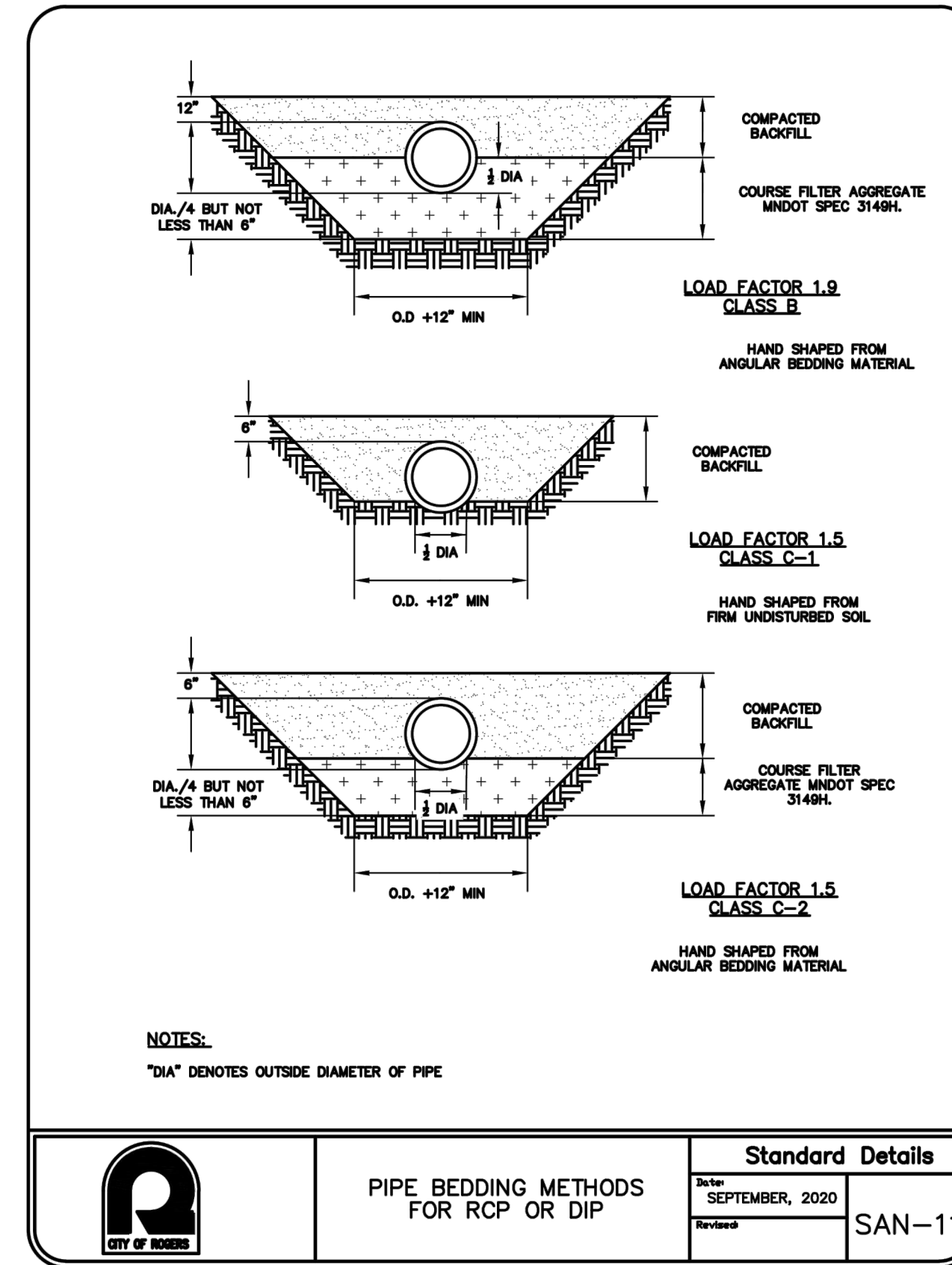
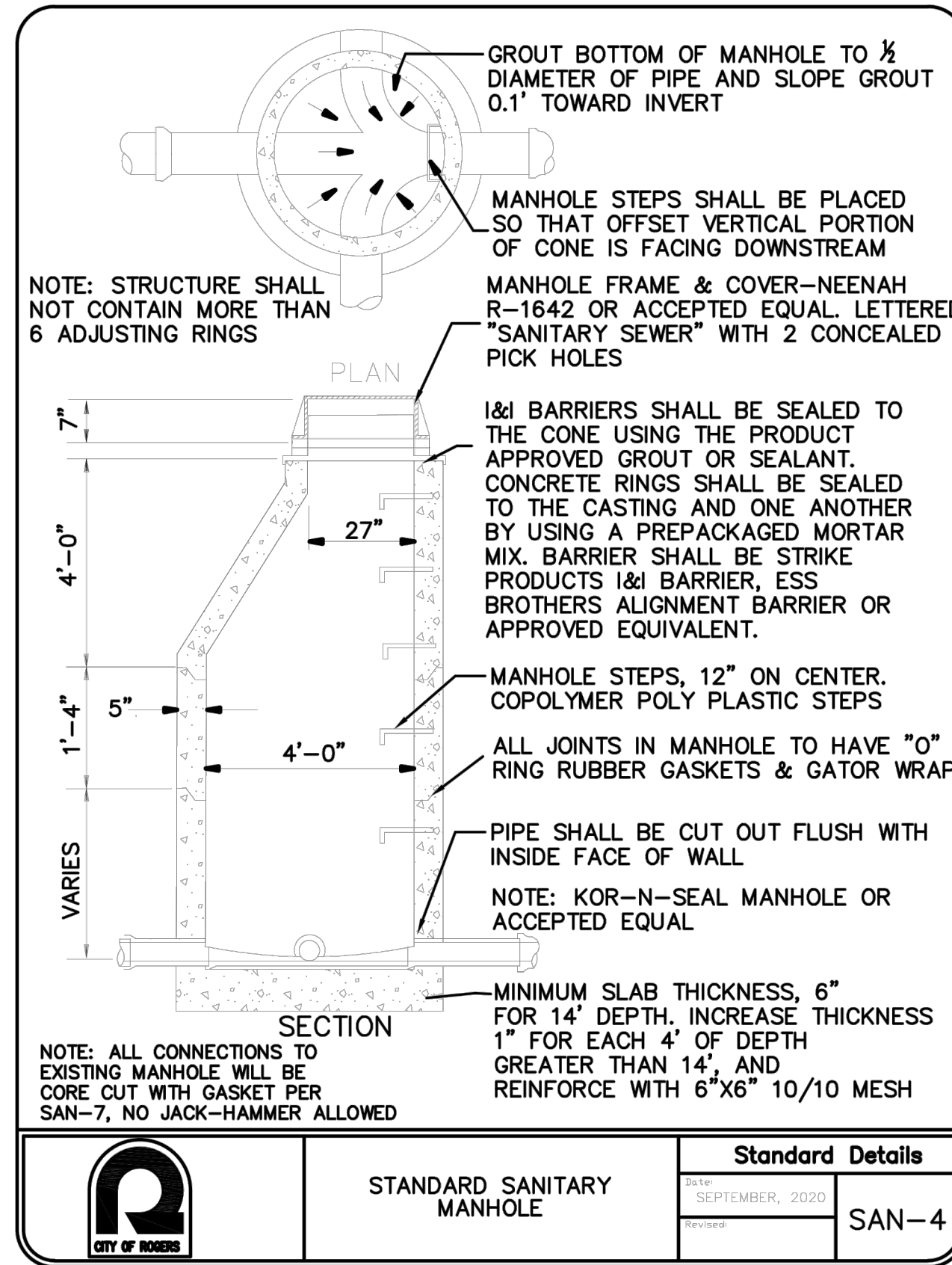
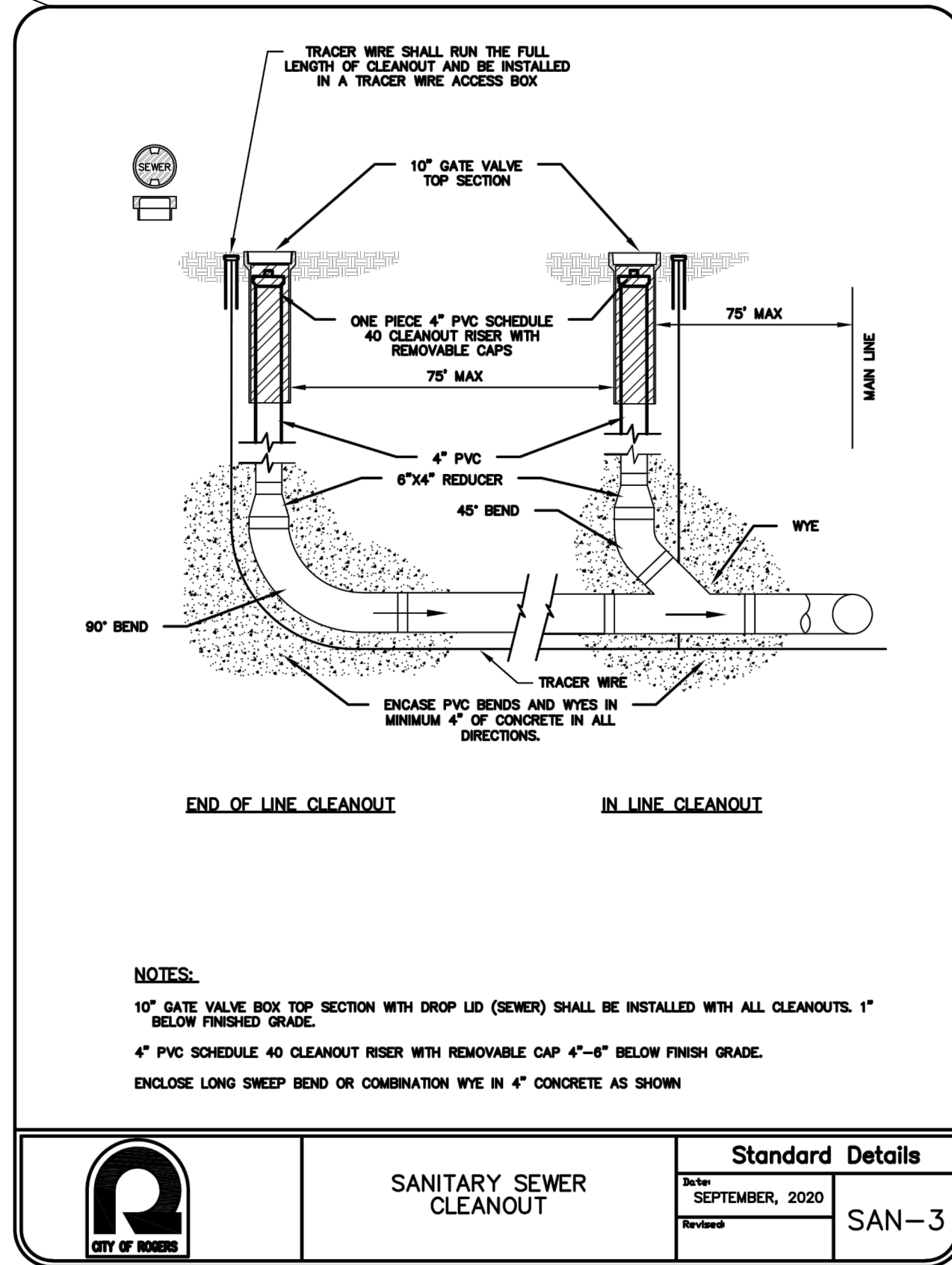
PROJECT NO.  
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**UTILITY PLAN**

CRCL GROUP  
 COMMERCE BOULEVARD DEVELOPMENT  
 PRELIMINARY DESIGN DOCUMENTS  
 ROGERS, MN

SHEET  
**C6.01**  
 15 OF 21  
 REV.



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09/22/2025

DESIGN REVIEW

PERMIT SUBMITTAL

CONSTRUCTION DOCUMENTS

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TK

DESIGNED BY  
CC

CHECKED BY  
TC

PROJECT NO.  
53862



DETAILS

CRCL GROUP

COMMERCE BOULEVARD DEVELOPMENT

PRELIMINARY DESIGN DOCUMENTS

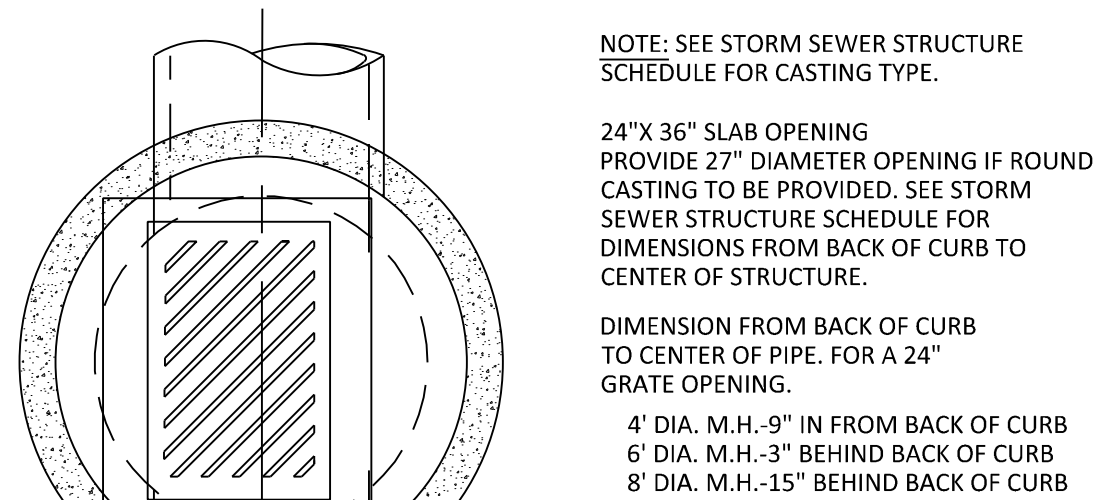
ROGERS, MN

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16 OF 21

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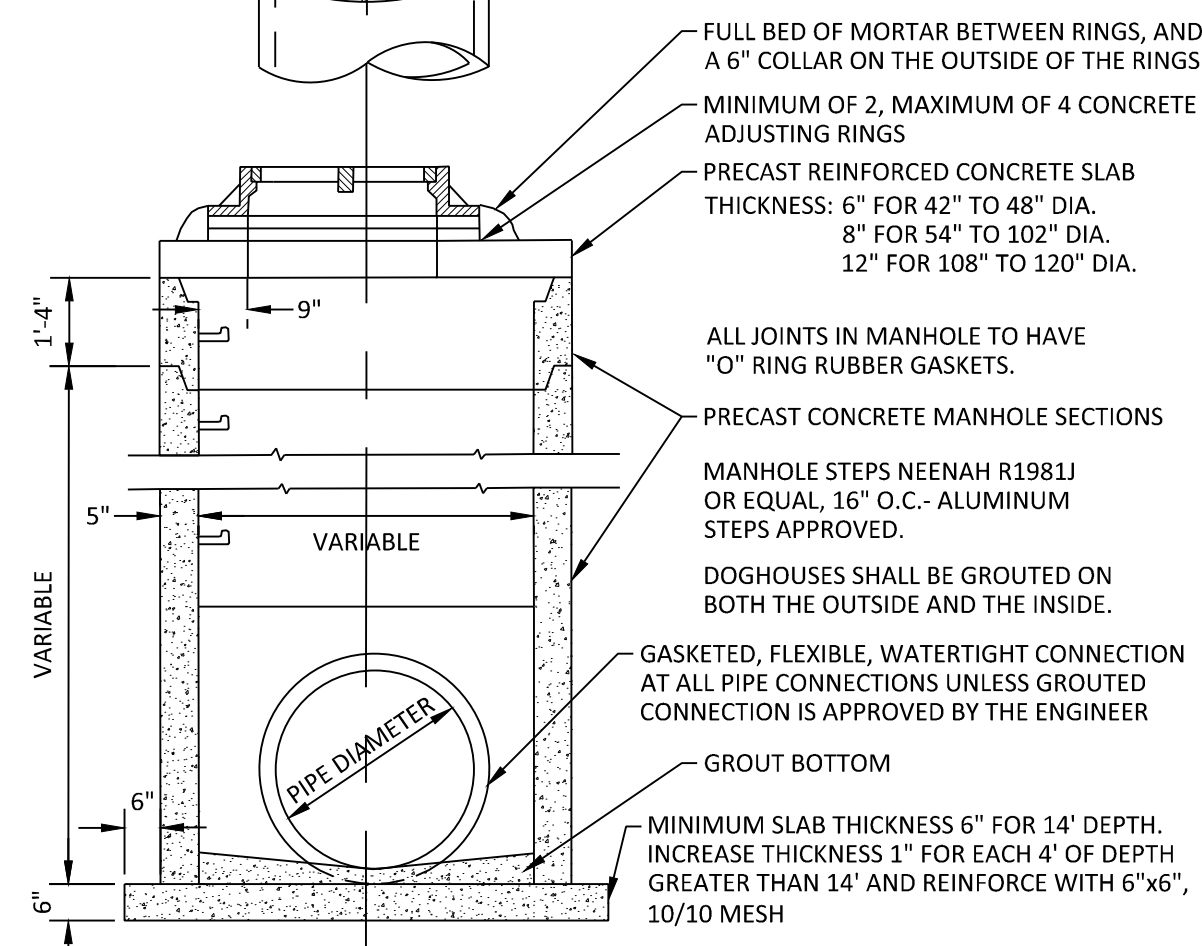


NOTE: SEE STORM SEWER STRUCTURE SCHEDULE FOR CASTING TYPE.

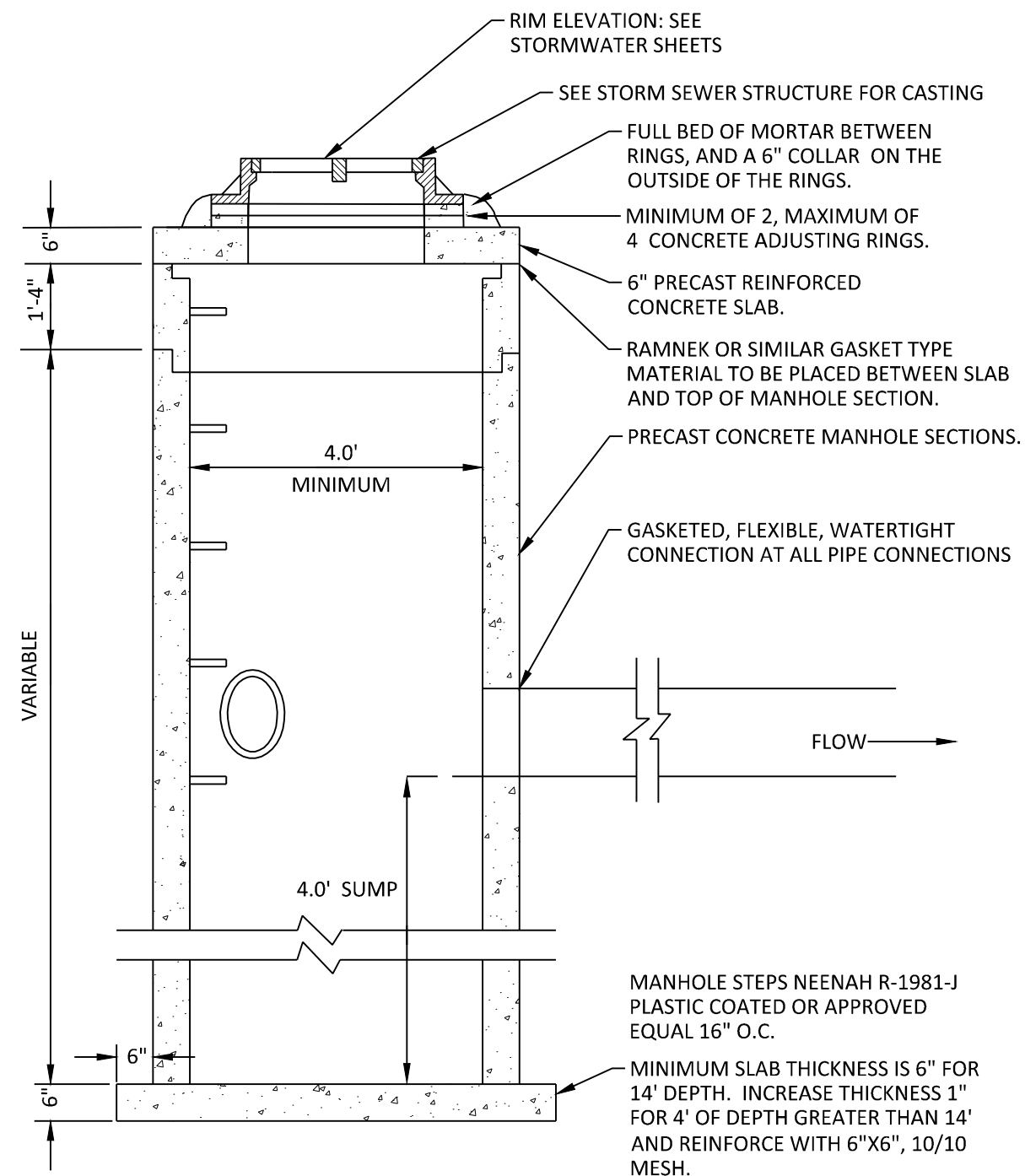
24"X 36" SLAB OPENING PROVIDE 27" DIAMETER OPENING IF ROUND CASTING TO BE PROVIDED. SEE STORM SEWER STRUCTURE SCHEDULE FOR DIMENSIONS FROM BACK OF CURB TO CENTER OF STRUCTURE.

DIMENSION FROM BACK OF CURB TO CENTER OF PIPE. FOR A 24" GRATE OPENING.

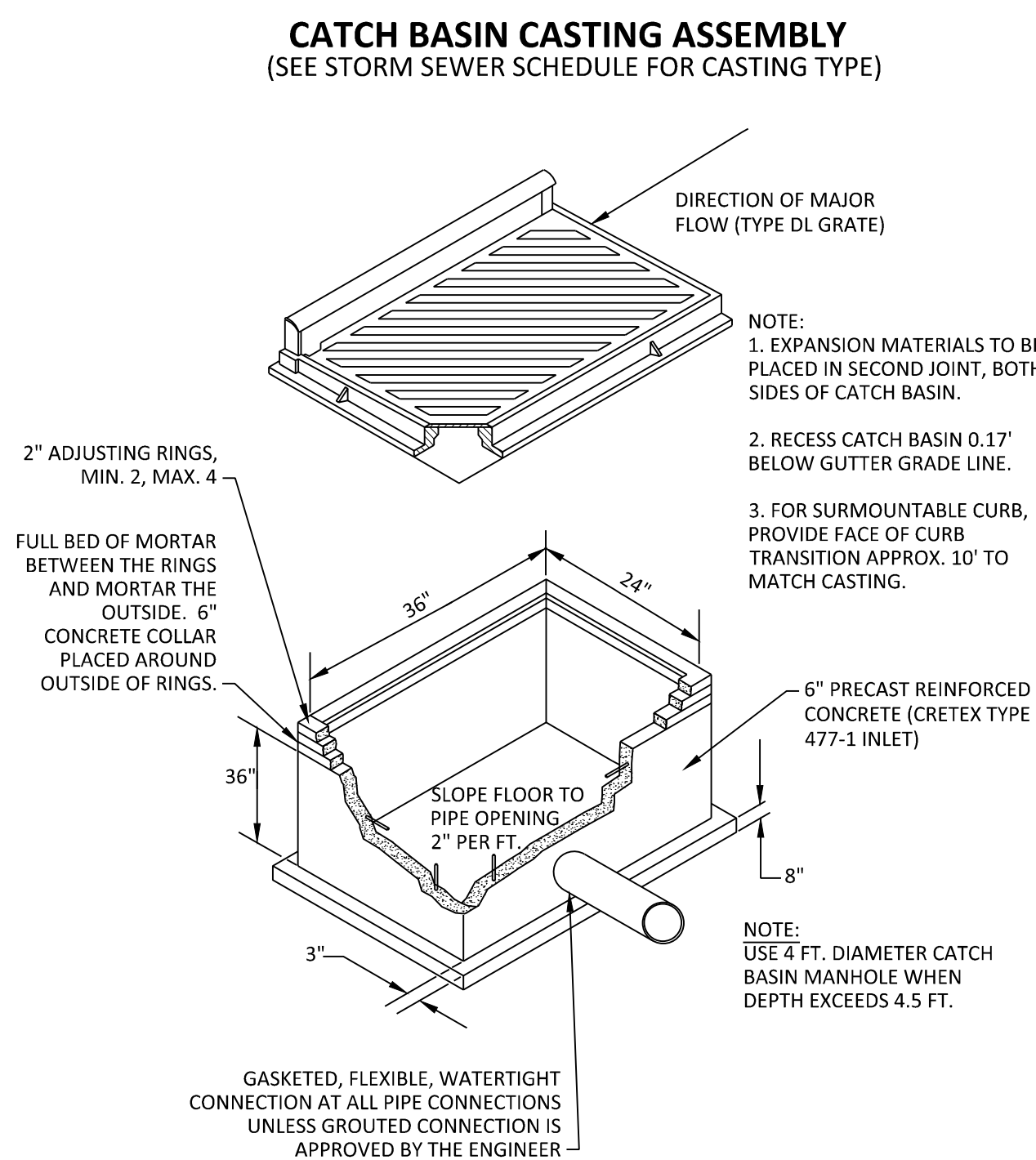
4" DIA. M.H.-9" IN FROM BACK OF CURB  
6" DIA. M.H.-3" BEHIND BACK OF CURB  
8" DIA. M.H.-15" BEHIND BACK OF CURB



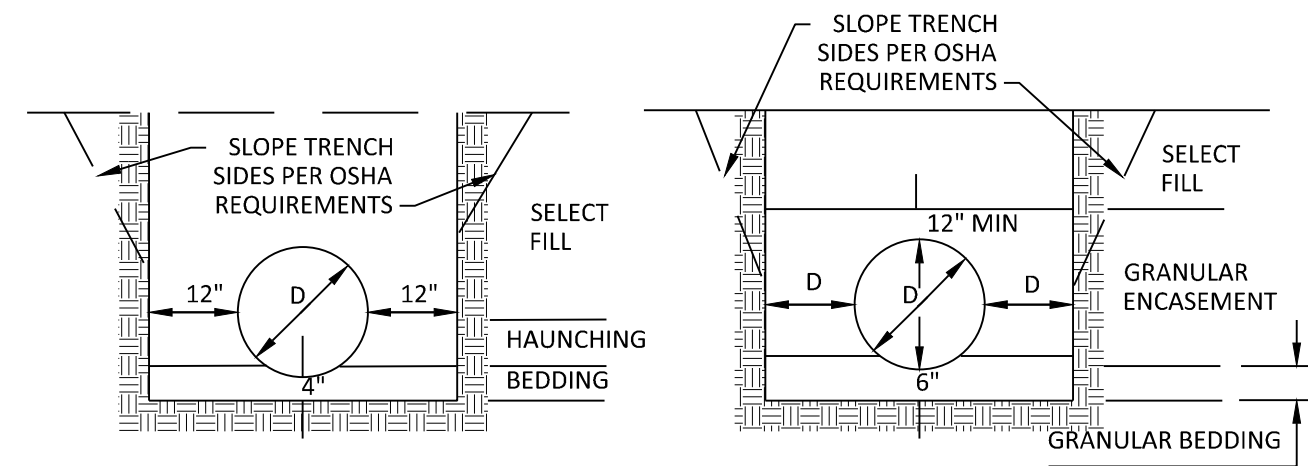
**01 CATCH BASIN MANHOLE**  
N.T.S.



**02 STORM MANHOLE WITH SUMP**  
N.T.S.



**03 24"x36" CATCH BASIN**  
N.T.S.



**REINFORCED CONCRETE PIPE OR DIP**

- BEDDING AND HAUNCHING MATERIAL SHALL BE ASTM D2321-CL I, II, III, OR IV A SOILS, AND SHALL BE SHAPED TO THE BOTTOM OF THE PIPE. COMPACT BEDDING MATERIAL TO 95% STANDARD PROCTOR.
- SELECT FILL SHALL BE SELECT MATERIAL FREE OF LARGE ROCKS (3"+) AND SHALL BE PLACED IN 8" MAX. LOOSE LIFTS AND COMPACTED TO 95% STANDARD PROCTOR.

**FLEXIBLE PIPE:** INCLUDES CORRUGATED METAL PIPE, CORRUGATED POLYETHYLENE PIPE AND/OR POLYVINYL CHLORIDE PIPE

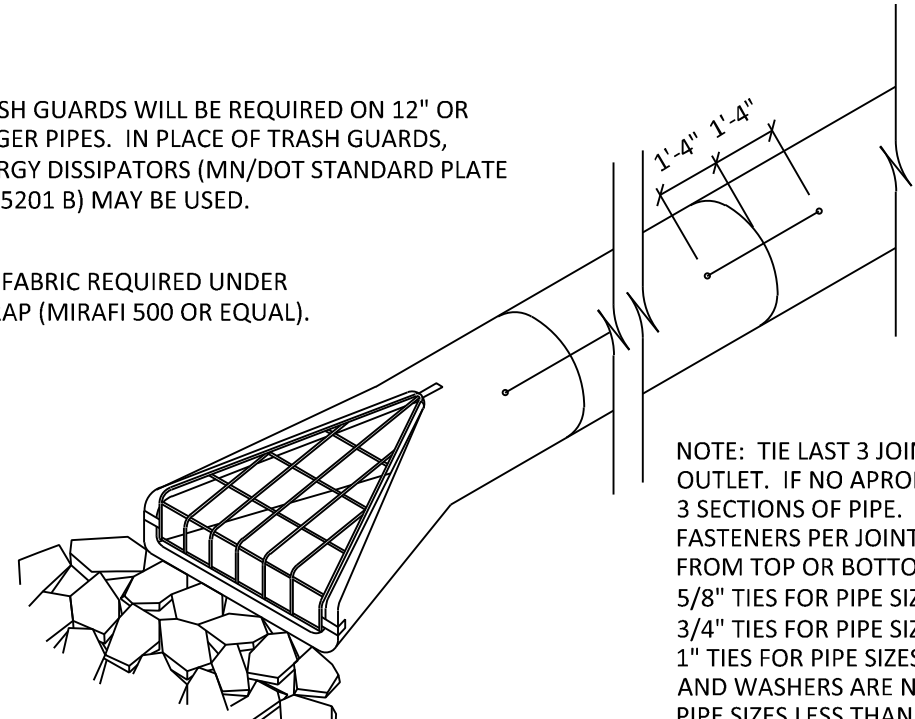
- GRANULAR BEDDING AND ENCASUREMENT MATERIAL SHALL BE CLASS I OR II (REF. ASTM D2321 OR MN/DOT 3149.2F) GRANULAR MATERIAL, AND SHALL BE COMPACTED TO 95% STANDARD PROCTOR.
- SELECT FILL PLACEMENT AND COMPACTION. SAME AS FOR RCP.

NOTE: FOR HDPE INSTALLED BELOW EXISTING OR FUTURE GROUND WATER ELEVATIONS, PIPE BEDDING AND ENCASUREMENT SHALL BE CLASS I, CRUSHED ROCK PER ASTM D2321.

**04 TRENCH AND BEDDING DETAILS**  
N.T.S.

TRASH GUARDS WILL BE REQUIRED ON 12" OR LARGER PIPES. IN PLACE OF TRASH GUARDS, ENERGY DISSIPATORS (MN/DOT STANDARD PLATE NO. 5201 B) MAY BE USED.

GEOFABRIC REQUIRED UNDER RIPRAP (MIRAFI 500 OR EQUAL).



NOTE: THE LAST 3 JOINTS ON INLET AND OUTLET. IF NO APRON IS USED, THE LAST 3 SECTIONS OF PIPE. USE 2 TIE BOLT FASTENERS PER JOINT INSTALLED AT 60" FROM TOP OR BOTTOM OF PIPE. USE 5/8" TIES FOR PIPE SIZES 12" TO 27". USE 3/4" TIES FOR PIPE SIZES 30" TO 66". USE 1" TIES FOR PIPE SIZES OVER 72". NUTS AND WASHERS ARE NOT REQUIRED ON PIPE SIZES LESS THAN 21".

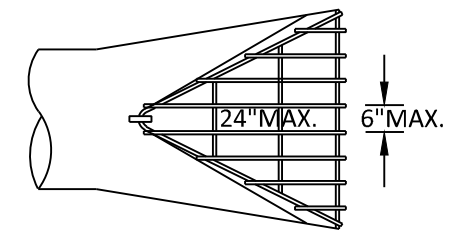
HAND-PLACED RIPRAP, 1 FOOT DEEP

SIZE OF PIPE	RIPRAP REQUIRED
54" & Over	20-24 CU. YD.
36" to 48"	10-13 CU. YD.
27" to 33"	6-8 CU. YD.
24" & Less	4-6 CU. YD.

NOTE: ONE CU. YD. IS APPROXIMATELY 1.4 TONS.

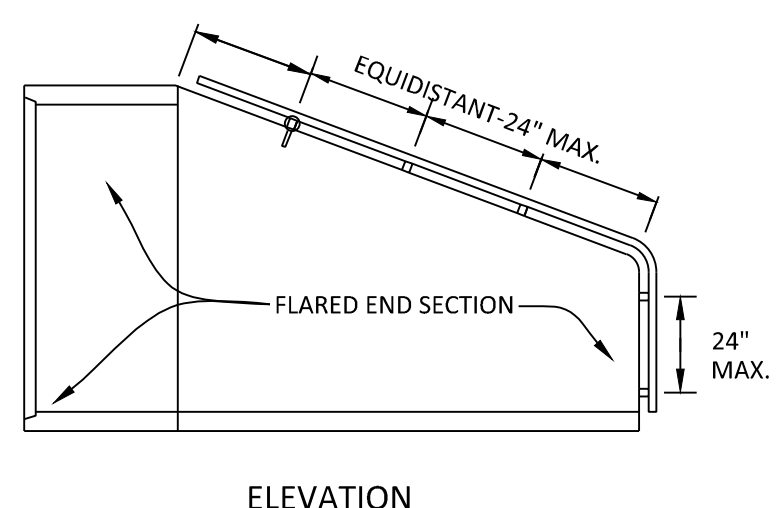
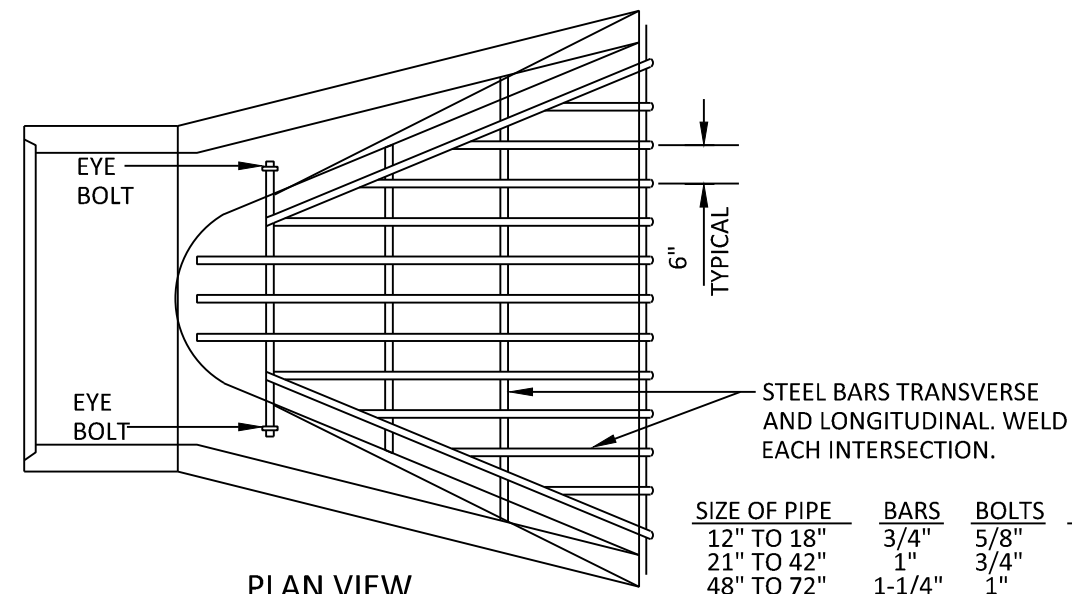
INDIVIDUAL STONES, EXCEPT THOSE USED FOR CHINKING, SHALL NOT WEIGH LESS THAN 50 LBS. EACH. PLACE RIPRAP AROUND SIDES AND OVER TOP OF FLARED END SECTIONS.

SIZE OF PIPE	BAR	BOLTS	"O"
12" TO 18"	3/4"	5/8"	4"
21" TO 42"	1"	3/4"	6"
48" TO 72"	1-1/4"	1"	12"

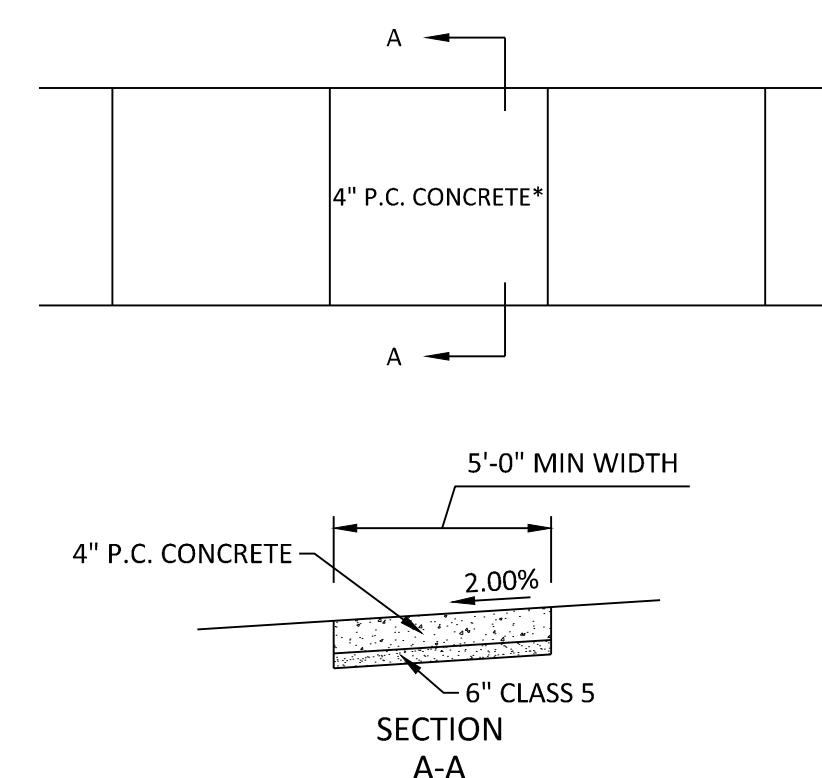


PROVIDE 3 CLIPS TO FASTEN TRASH GUARD TO F.E.S. HOT DIP GALVANIZE AFTER FABRICATION.

**05 FLARED END SECTION**  
N.T.S.



**06 TRASH GUARD**  
N.T.S.

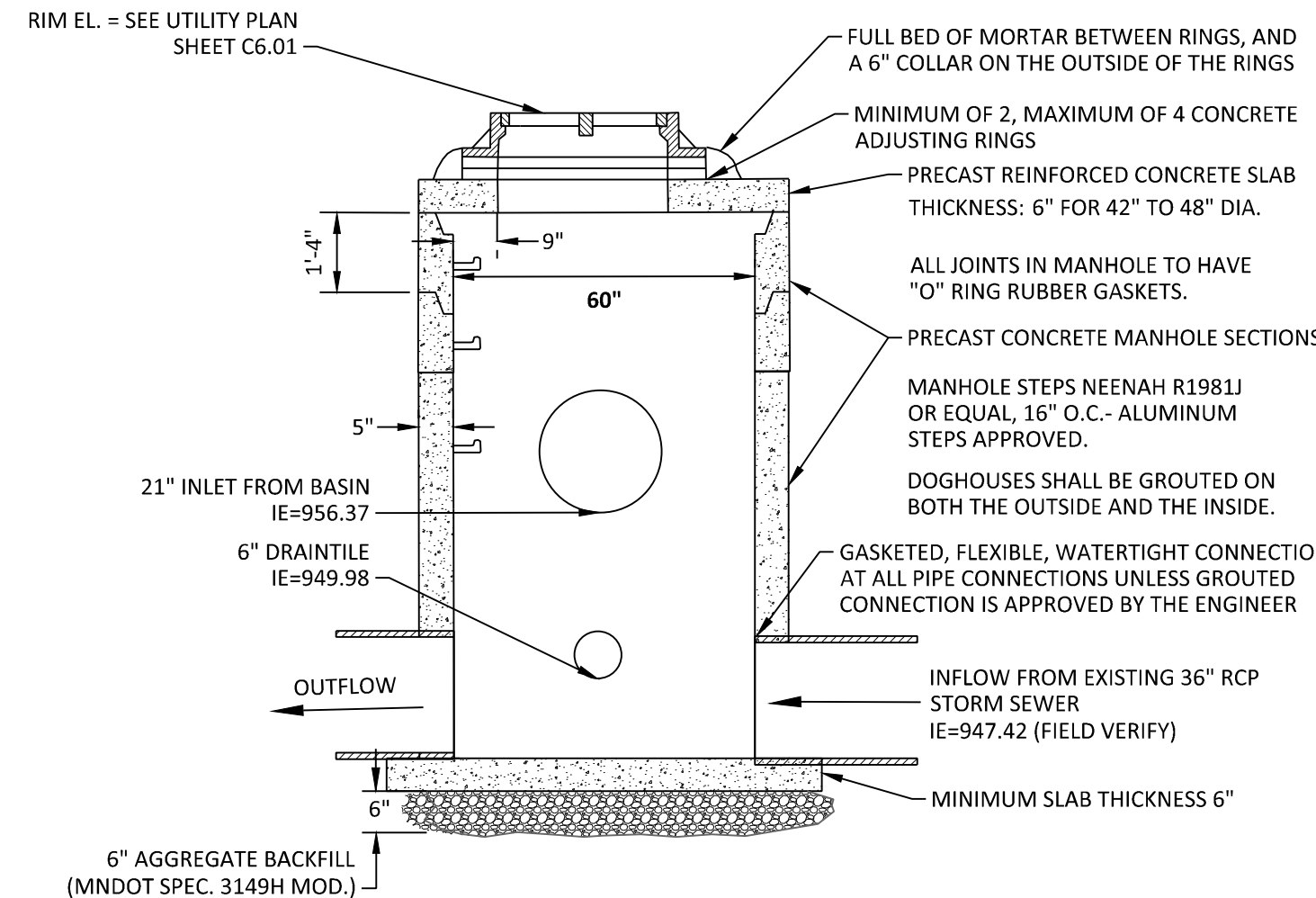


GENERAL NOTES FOR CONCRETE CONSTRUCTION:

- THE CONCRETE SIDEWALKS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF MN/DOT "STANDARD SPECIFICATIONS FOR CONSTRUCTION".
- SIDEWALK CONTROL JOINTS SHALL BE LOCATED AT 5 FEET ON CENTER. SIDEWALK EXPANSION JOINTS SHALL BE LOCATED AT A MAXIMUM OF 100 FEET ON CENTER, AND WHERE SIDEWALK ABUTS CURB, STRUCTURES, AND OTHER FIXED OBJECTS. SEAL ALL EXPANSION JOINTS. BROOM FINISH SHALL BE PERPENDICULAR TO THE LINE OF TRAFFIC.

\*THE THICKNESS SHALL BE INCREASED TO A MINIMUM DEPTH OF 8 INCHES AT DRIVEWAY CROSSINGS.

**07 CONCRETE SIDEWALK**  
N.T.S.



**08 STMH 101**  
N.T.S.

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NO	DATE	BY	CKD	APPR	COMMENT

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Print Name: \_\_\_\_\_

Date: \_\_\_\_\_ License #: \_\_\_\_\_

DATE ISSUED  
09/22/2025

DESIGN REVIEW

PERMIT SUBMITTAL

CONSTRUCTION DOCUMENTS

DRAWN BY  
TK

DESIGNED BY  
CC

CHECKED BY  
TC

PROJECT NO.  
53862



DETAILS

CRCL GROUP

COMMERCE BOULEVARD DEVELOPMENT

PRELIMINARY DESIGN DOCUMENTS

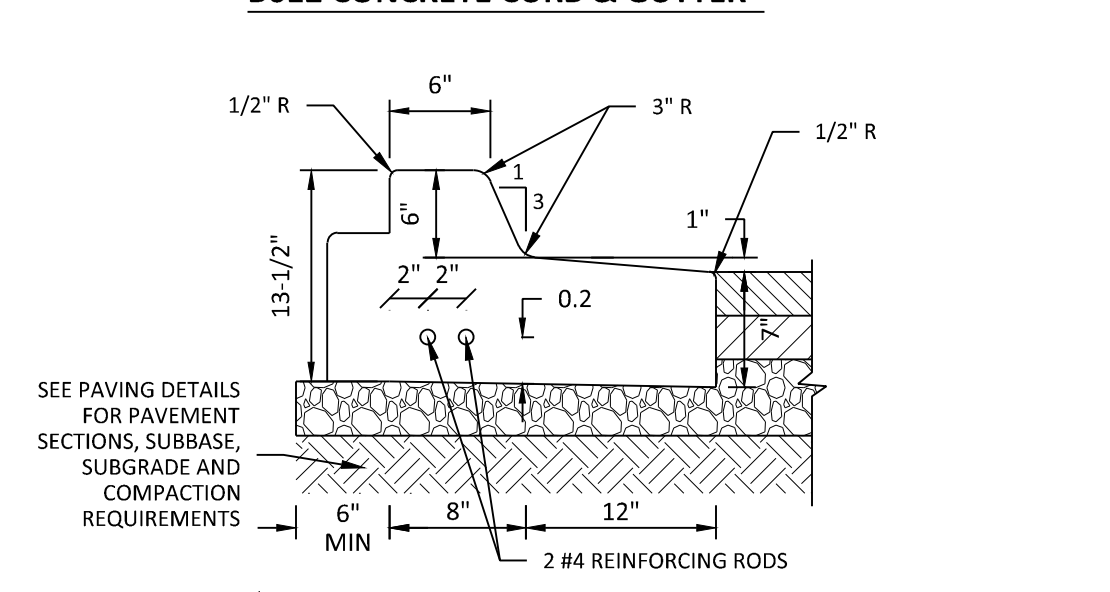
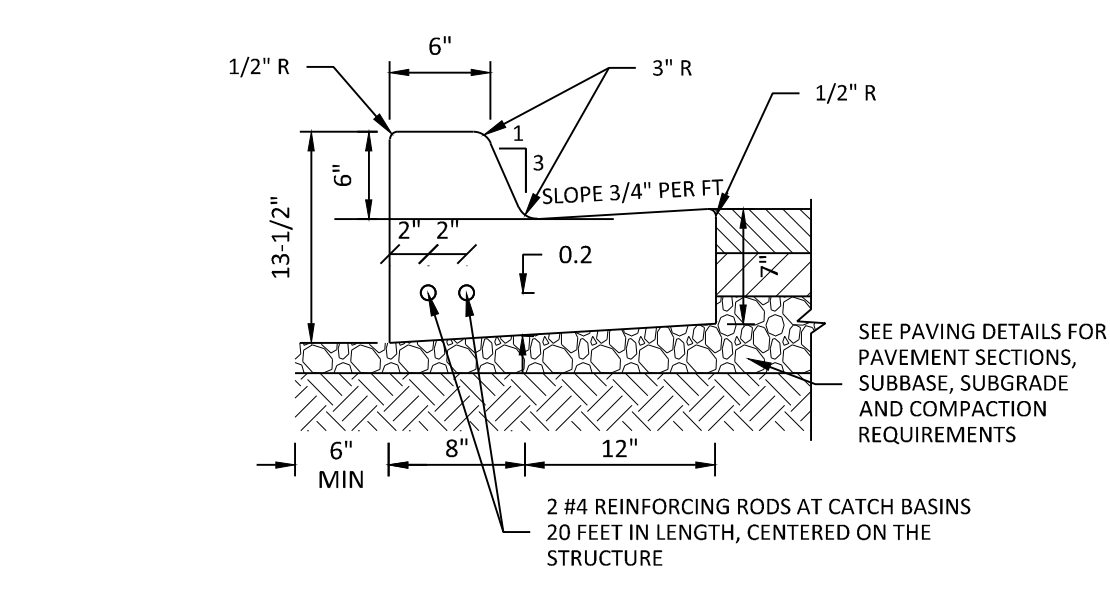
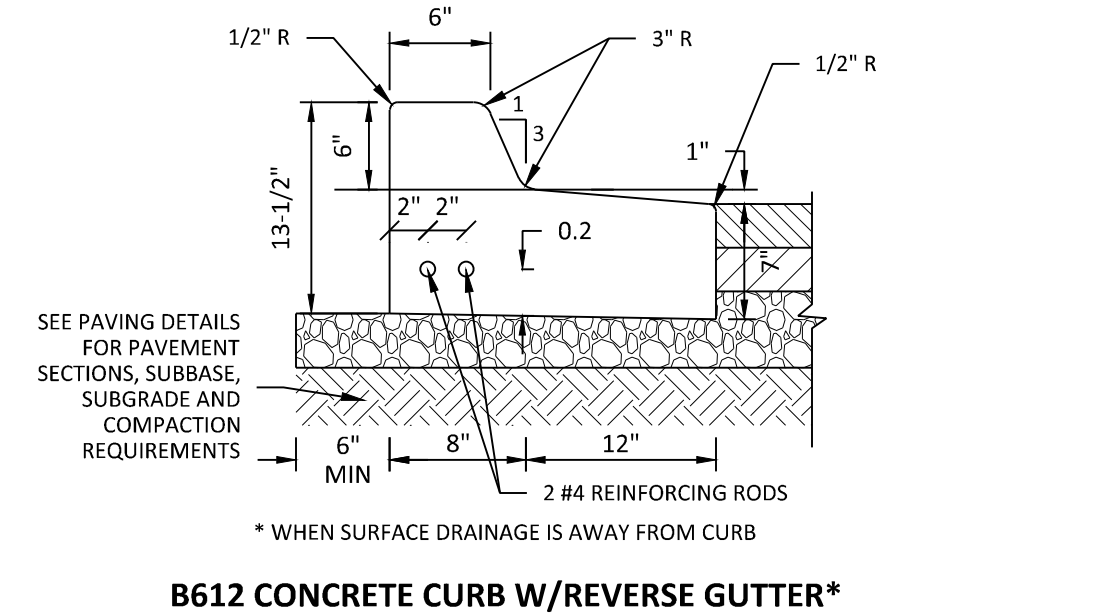
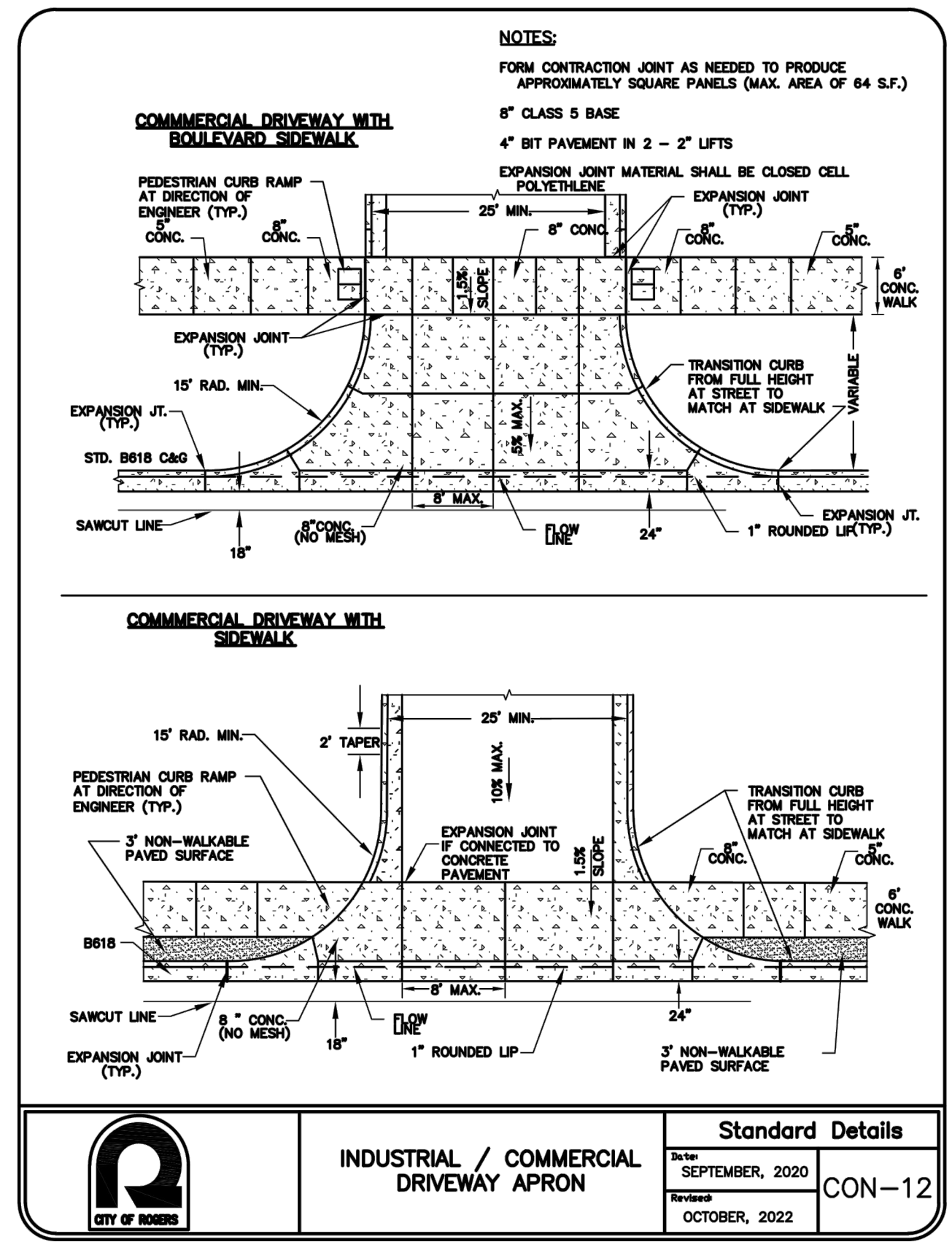
ROGERS, MN

SHEET

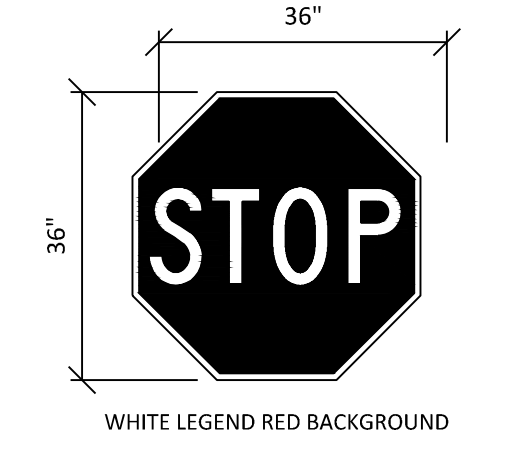
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17 OF 21

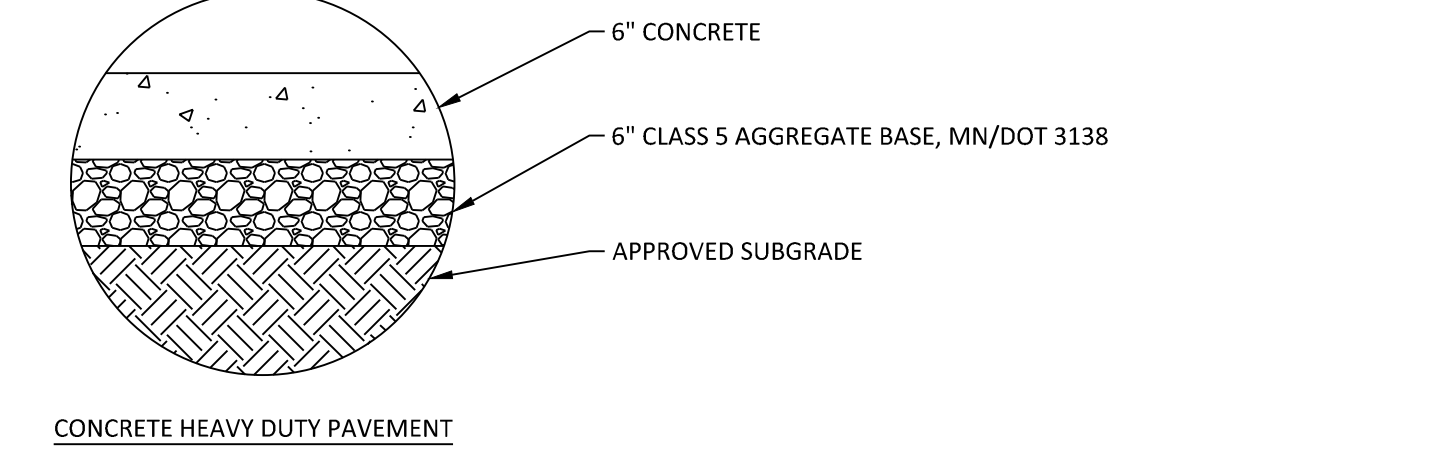
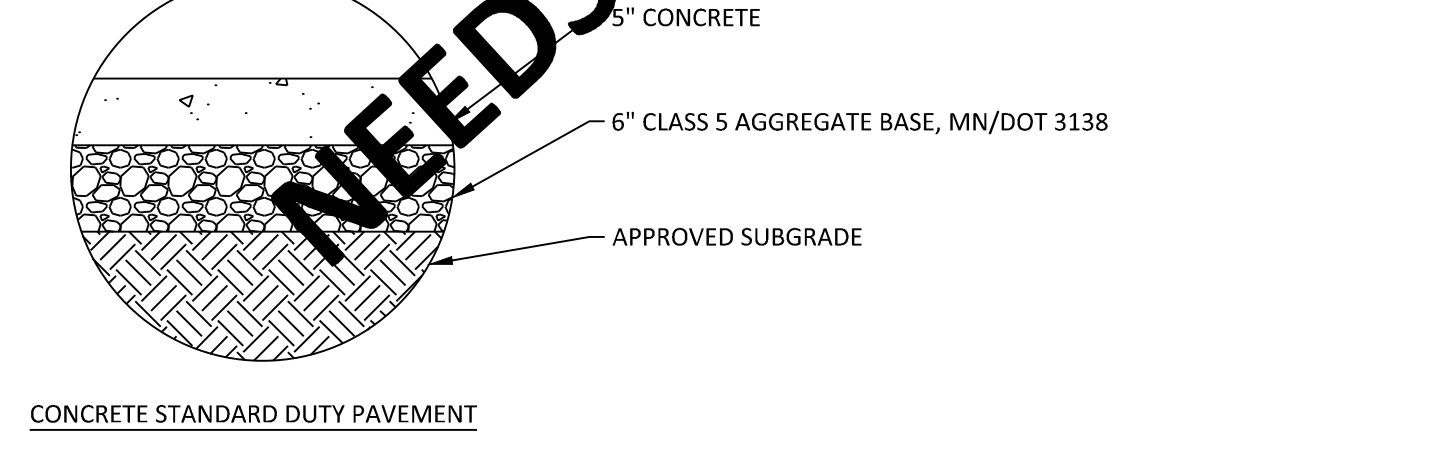
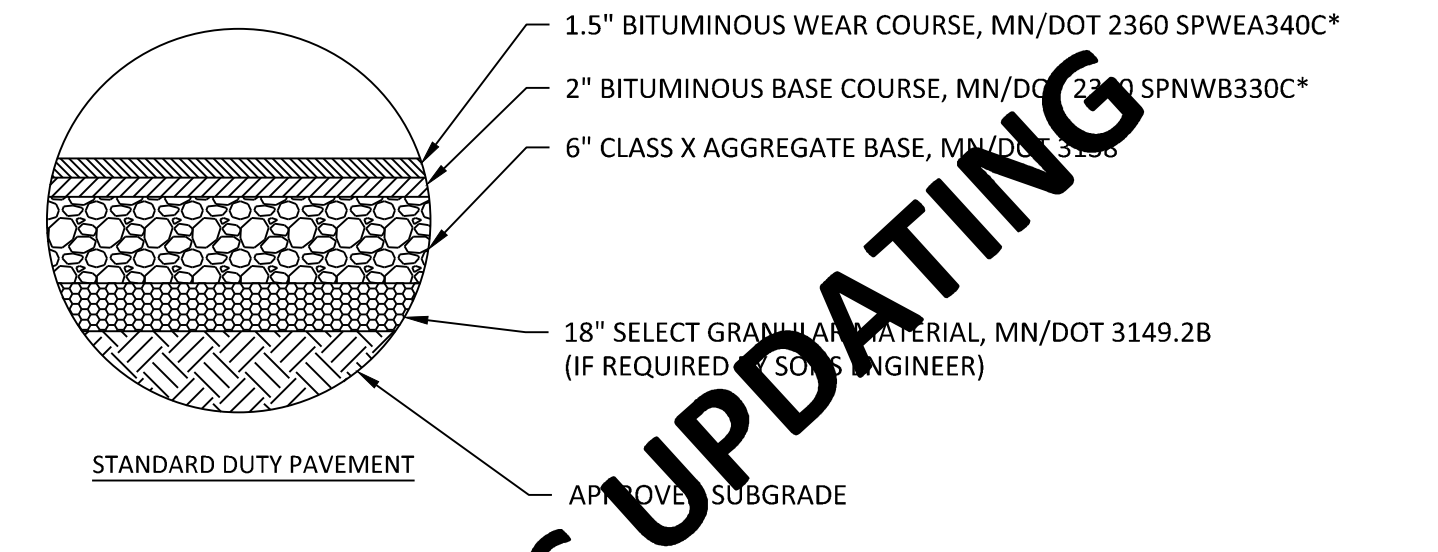
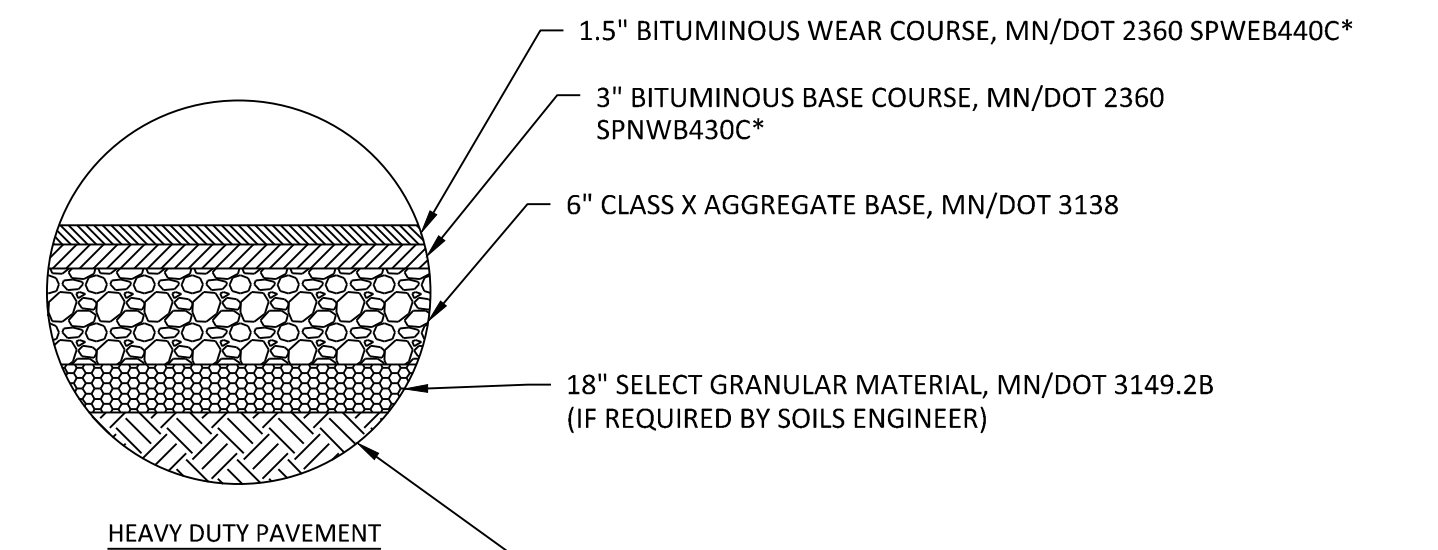
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**01 B612 CONCRETE CURB & GUTTER**  
 N.T.S.

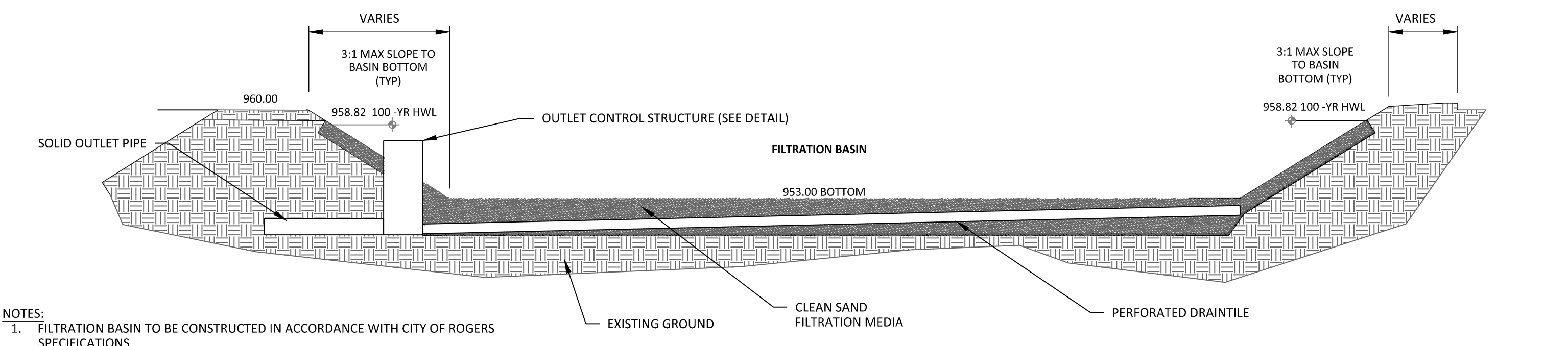


**02 STOP SIGN**  
 N.T.S.



- NOTES:**
1. THE PAVEMENT SECTIONS SHALL BE CONSTRUCTED IN ACCORDANCE WITH MNDOT "STANDARD SPECIFICATION FOR CONSTRUCTION", AND ALSO THE REQUIREMENTS OF THE OWNER'S GEOTECHNICAL CONSULTANT.
  2. ALL THICKNESSES, AS SPECIFIED, ARE TO BE CONSIDERED MINIMUM DEPTHS, AFTER COMPACTION.
  3. MN/DOT SPEC. 2357 BITUMINOUS TACK COAT SHALL BE PLACED BETWEEN SUCCESSIVE BITUMINOUS LIFTS AND AGAINST ABUTTING CONCRETE CURB EDGES.
- \* REFER TO BITUMINOUS MIX DESIGN REQUIREMENT PROVIDED BY THE GEOTECHNICAL CONSULTANT

**03 PAVEMENT SECTIONS**  
 N.T.S.



- NOTES:**
1. FILTRATION BASIN TO BE CONSTRUCTED IN ACCORDANCE WITH CITY OF ROGERS SPECIFICATIONS
  2. FILTRATION BASIN TO BE DRY WITHIN 48 HOUR PERIOD, UNLESS DESIGNED OTHERWISE.
  3. CONTRACTOR TO PROVIDE FILTRATION TESTING AND OBTAIN APPROVAL BY ENGINEER.
  4. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO INSTALL THE CORRECT SOIL MIX, PROTECTION DURING CONSTRUCTION AND COMPACTION RATES.

**05 SAND FILTRATION BASIN 1P SECTION**  
 NOT TO SCALE

24.15 (LWS TECH) | TREVOR CONWAY | 9/23/2025 12:03:25 PM  
 L:\PROJECTS\53862\CAD\CIVIL\SHEETS\53862-C9.01-DTLS.DWG-C9.03 DETAILS

NO	DATE	BY	CKD	APPR	COMMENT

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Print Name: \_\_\_\_\_  
 \_\_\_\_\_  
 Date \_\_\_\_\_ License # \_\_\_\_\_

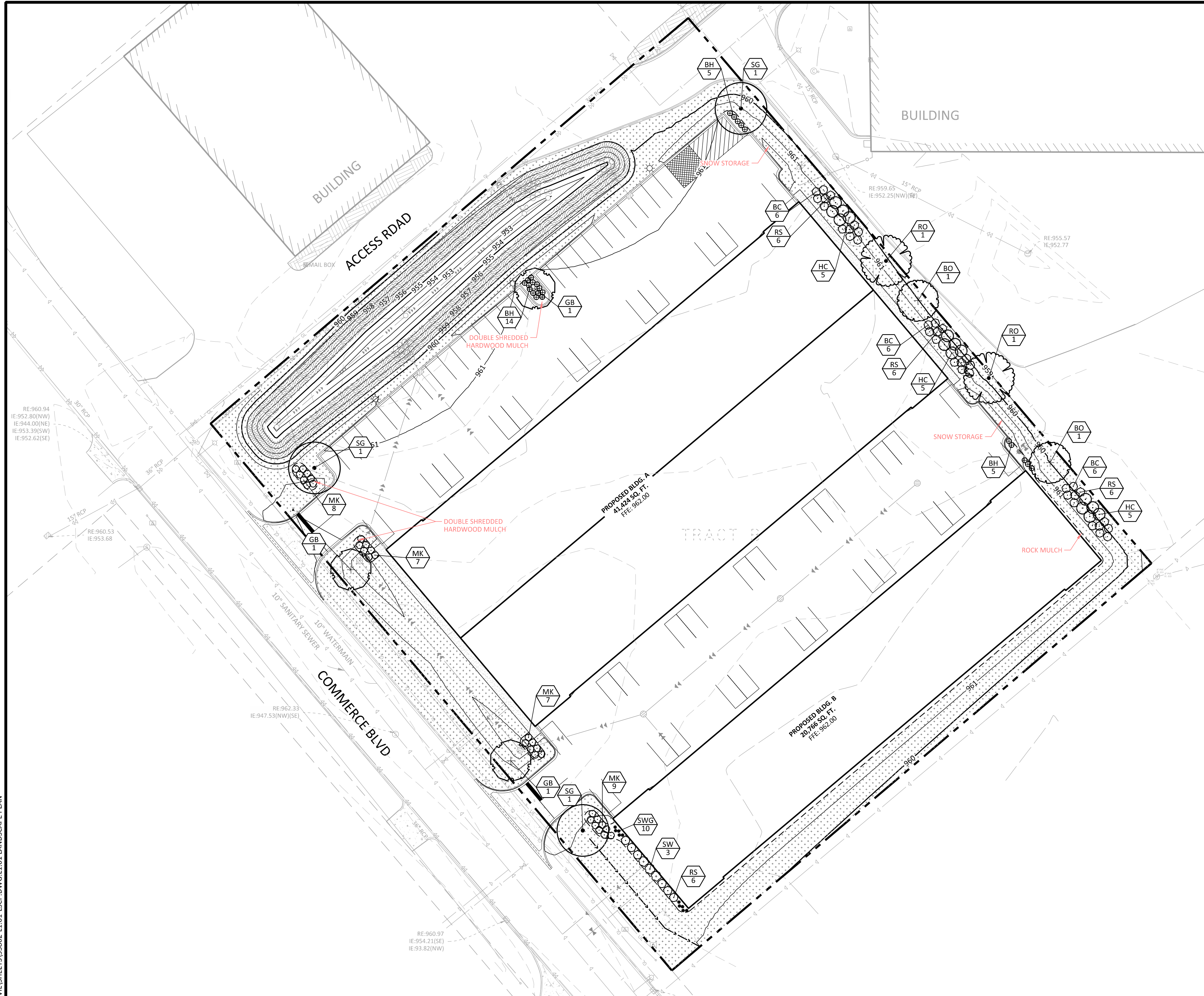
DATE ISSUED  
 09/22/2025  
 DESIGN REVIEW  
 PERMIT SUBMITTAL  
 CONSTRUCTION DOCUMENTS

DRAWN BY  
 TK  
 DESIGNED BY  
 CC  
 CHECKED BY  
 TC  
 PROJECT NO.  
 53862



**DETAILS**  
 CRCL GROUP  
 COMMERCE BOULEVARD DEVELOPMENT  
 PRELIMINARY DESIGN DOCUMENTS  
 ROGERS, MN

**SHEET**  
**C9.03**  
 18 OF 21  
 REV.

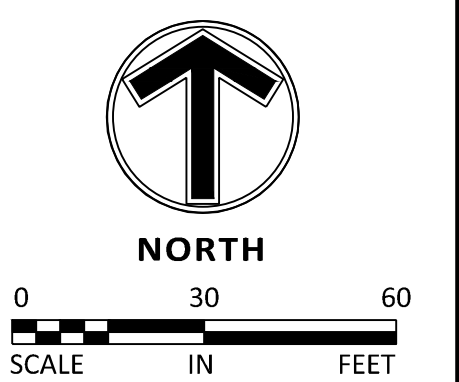


LEGEND	
PROPOSED	EXISTING
PROPERTY LIMIT	STANDARD DUTY ASPHALT PAVING
CURB & GUTTER	CONCRETE PAVING
EASEMENT	CONCRETE SIDEWALK
BUILDING	
RETAINING WALL	
WETLAND LIMITS	
TREELINE	
LANDSCAPE EDGING	
STORM SEWER	
SANITARY SEWER	
FORCEMAIN (SAN.)	
WATERMAIN	
YARDDRAIN	
LIMITS OF DISTURBANCE	
TREE PROTECTION FENCE	
TREE TO BE REMOVED	
SIGN	
PIPE BOLLARD	
RIPRAP	

ROGERS LANDSCAPE CODE		
LANDSCAPE REQUIREMENTS	REQUIRED	PROPOSED
ONE TREE PER LANDSCAPE ISLAND	8	8

**PLANT SCHEDULE**

SYMBOL	CODE	BOTANICAL / COMMON NAME	CONT	SIZE	QTY
<b>TREES</b>					
●	SG	Acer freemanii 'Sienna Glen' / Sienna Glen Maple	B & B	2.5"Cal	3
+	GB	Ginkgo biloba 'Autumn Gold' TM / Maidenhair Tree	B & B	2.5"Cal	3
+	BO	Quercus macrocarpa / Burr Oak	B & B	2.5"Cal	2
●	RO	Quercus rubra / Red Oak	B & B	2.5"Cal	2
SUBTOTAL:					10
<b>SHRUBS</b>					
●	RS	Amelanchier alnifolia 'Regent' / Saskatoon Serviceberry	#5	18"	24
●	BC	Aronia melanocarpa 'Autumn Magic' / Autumn Magic Black Chokeberry	#5	24"	18
●	BH	Diervilla lonicera / Dwarf Bush Honeysuckle	#5	12"	24
●	HC	Hamamelis virginiana 'Champlin's Red' / Champlin's Red Witch Hazel	#5	36"	15
+	SW	Physocarpus opulifolius 'Summer Wine' / Summer Wine Ninebark	#5	24"	3
●	MK	Syringa patula 'Miss Kim' / Miss Kim Lilac	#5	18"	31
SUBTOTAL:					115
<b>GRASSES</b>					
★	SWG	Panicum virgatum 'Shenendoah' / Burgundy Switch Grass	#1		10
SUBTOTAL:					10
SYMBOL	CODE	BOTANICAL / COMMON NAME	CONT		
<b>GROUND COVERS</b>					
■	WD	MNDOT Seed Mix Wet Ditch / Formerly MNDOT Seed Mix 33-261	Seed		
■	TUR HIG	Turf Sod Highland Sod / Sod	Sod		



NO	DATE	BY	CKD	APPR	COMMENT

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Print Name: \_\_\_\_\_

Date \_\_\_\_\_ License # \_\_\_\_\_

DATE ISSUED  
09/22/2025  
DESIGN REVIEW

PERMIT SUBMITTAL

CONSTRUCTION DOCUMENTS

DRAWN BY

DESIGNED BY

CHECKED BY

PROJECT NO.  
53862



LANDSCAPE PLAN

CRCL GROUP

COMMERCE BOULEVARD DEVELOPMENT

PRELIMINARY DESIGN DOCUMENTS

ROGERS, MN

SHEET

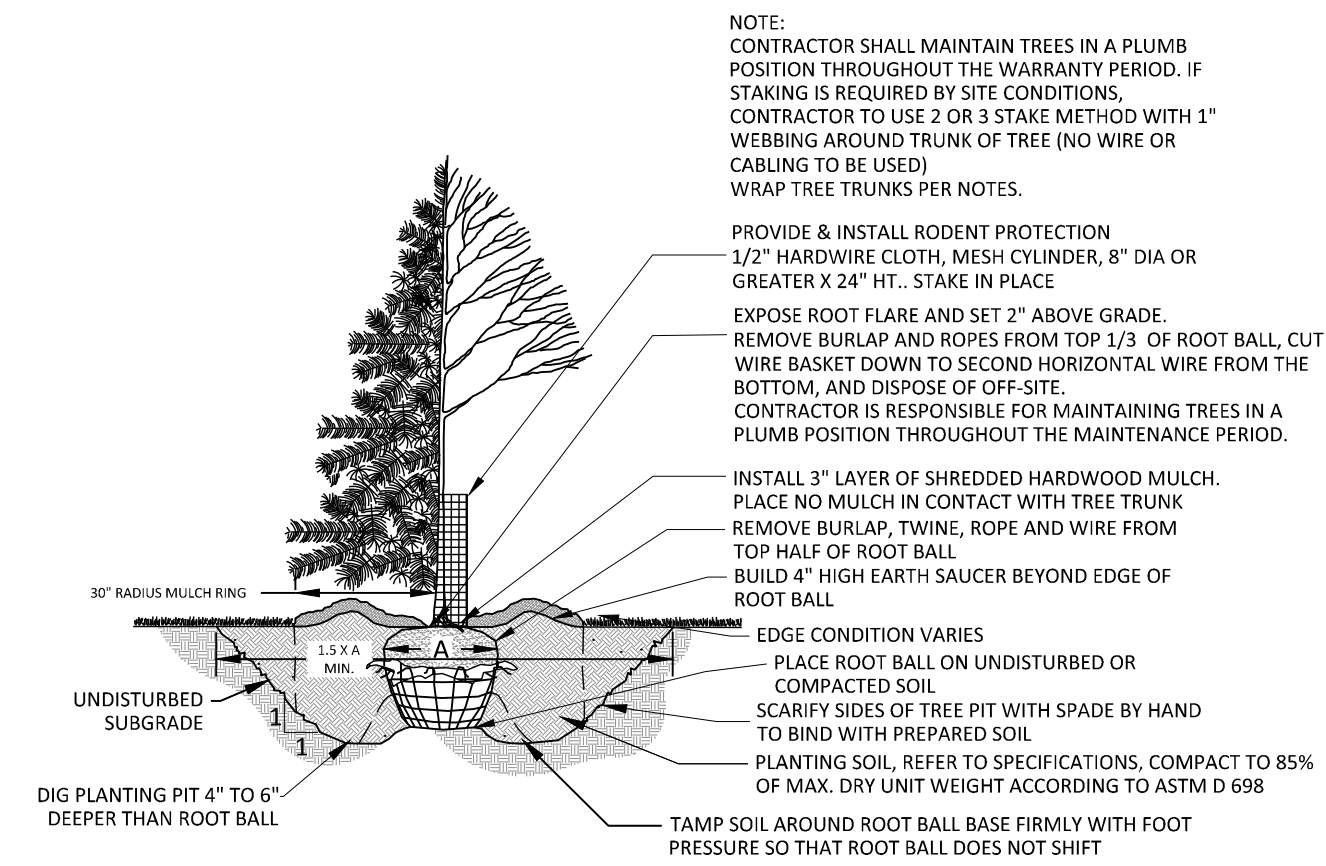
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19 OF 21

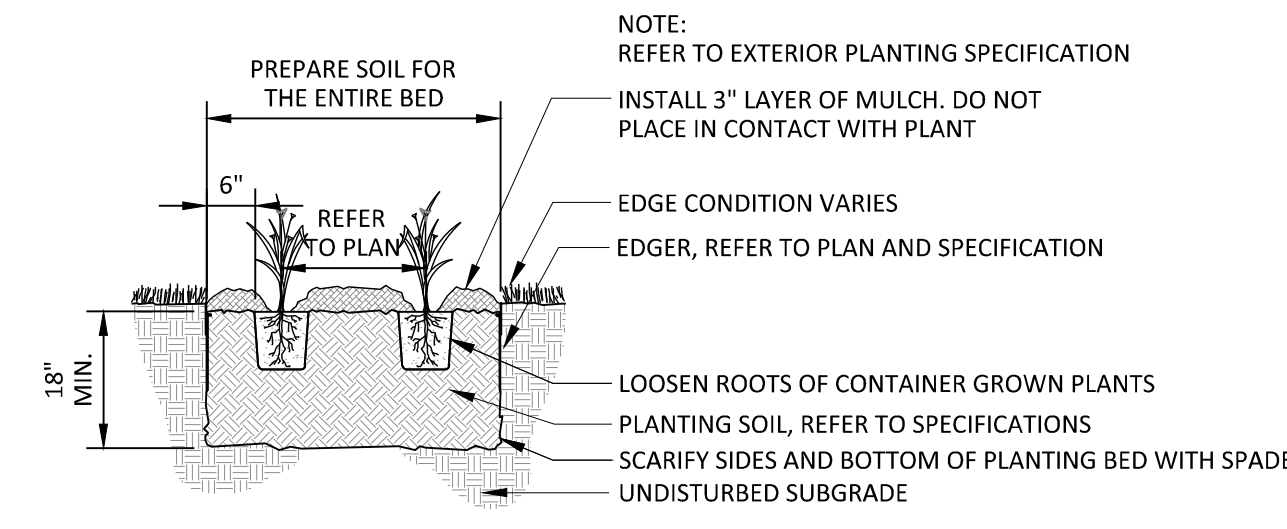
REV.

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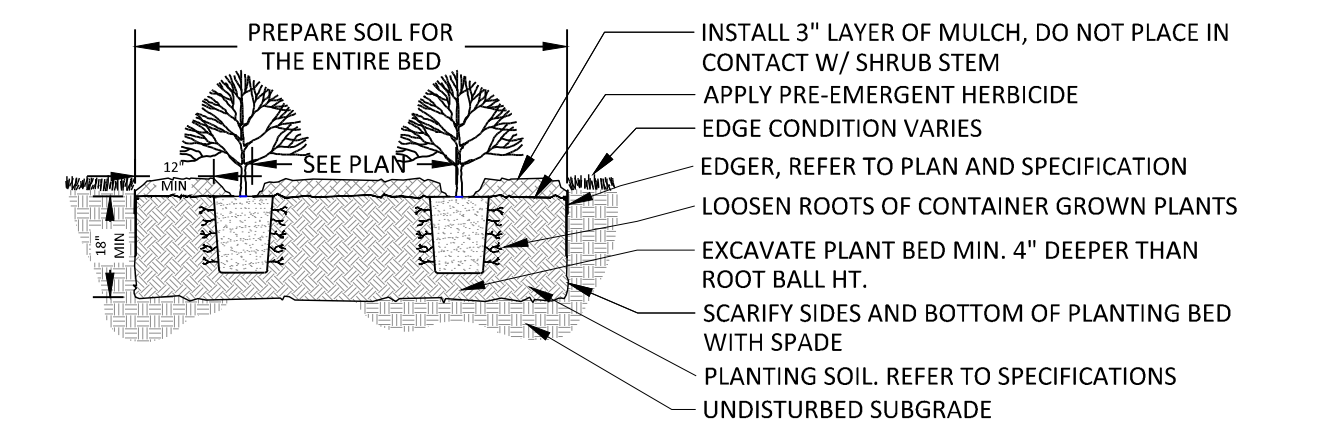
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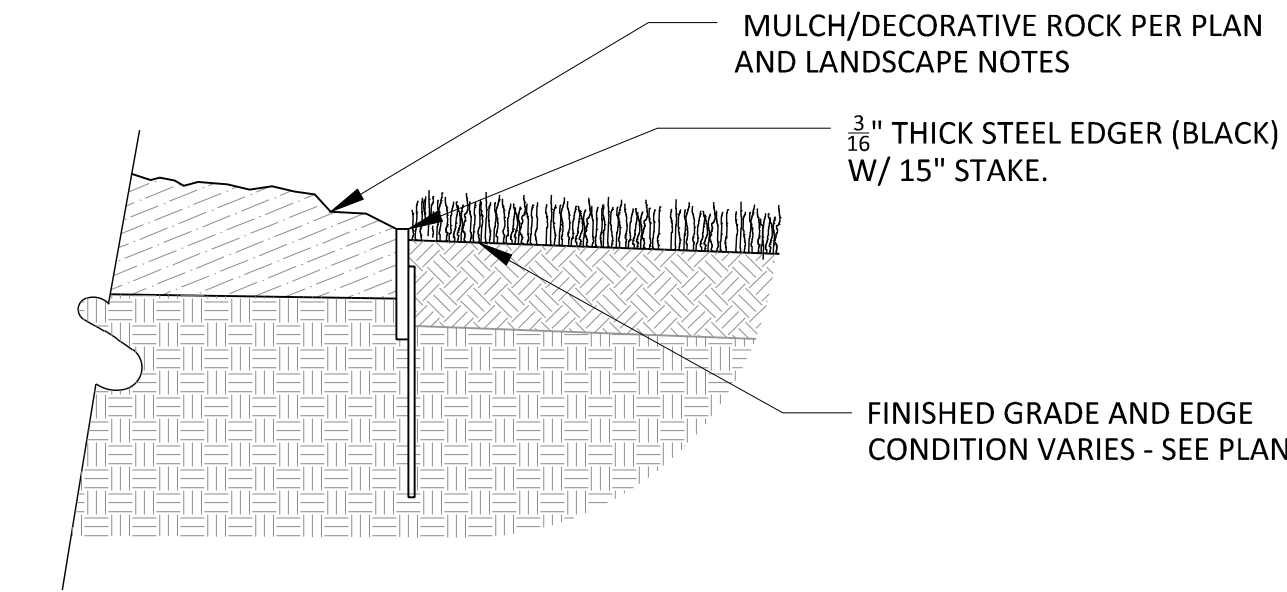
**1 TREE PLANTING DETAIL**  
 L1.02 1/4" = 1'-0" P-01



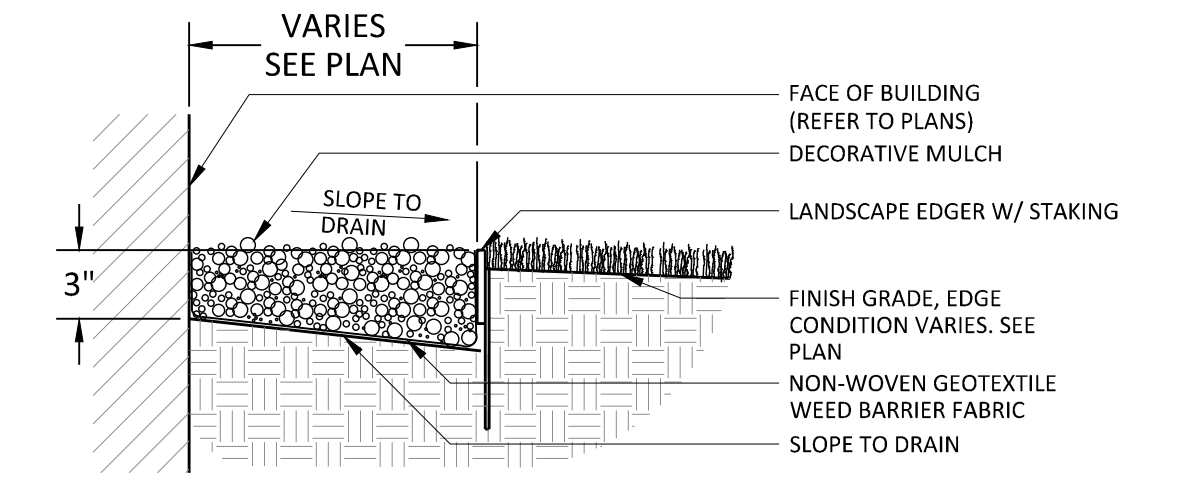
**2 PERENNIAL PLANTING DETAIL**  
 L1.02 1/2" = 1'-0" P-03



**3 SHRUB PLANTING DETAIL**  
 L1.02 3/8" = 1'-0" P-02



**4 STEEL EDGER**  
 L1.02 1 1/2" = 1'-0" P-06



**5 MAINTENANCE STRIP**  
 L1.02 1" = 1'-0" P-05

24.15 (LWS TECH) | TREVOR CONWAY | 9/22/2025 1:57:28 PM | L:\PROJECTS\53862\CAD\CIVIL\SHEETS\53862-11.01-1-SCR.DWG-L1.02 LANDSCAPE NOTES & DETAILS

NO	DATE	BY	CKD	APPR	COMMENT

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 \_\_\_\_\_  
 Date \_\_\_\_\_ License # \_\_\_\_\_

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09/22/2025  
DESIGN REVIEW  
PERMIT SUBMITTAL  
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DESIGNED BY  
CHECKED BY  
PROJECT NO.  
53862



LANDSCAPE NOTES & DETAILS  
 CRCL GROUP  
 COMMERCE BOULEVARD DEVELOPMENT  
 PRELIMINARY DESIGN DOCUMENTS  
 ROGERS, MN

SHEET  
**L1.02**  
 20 OF 21  
 REV. #

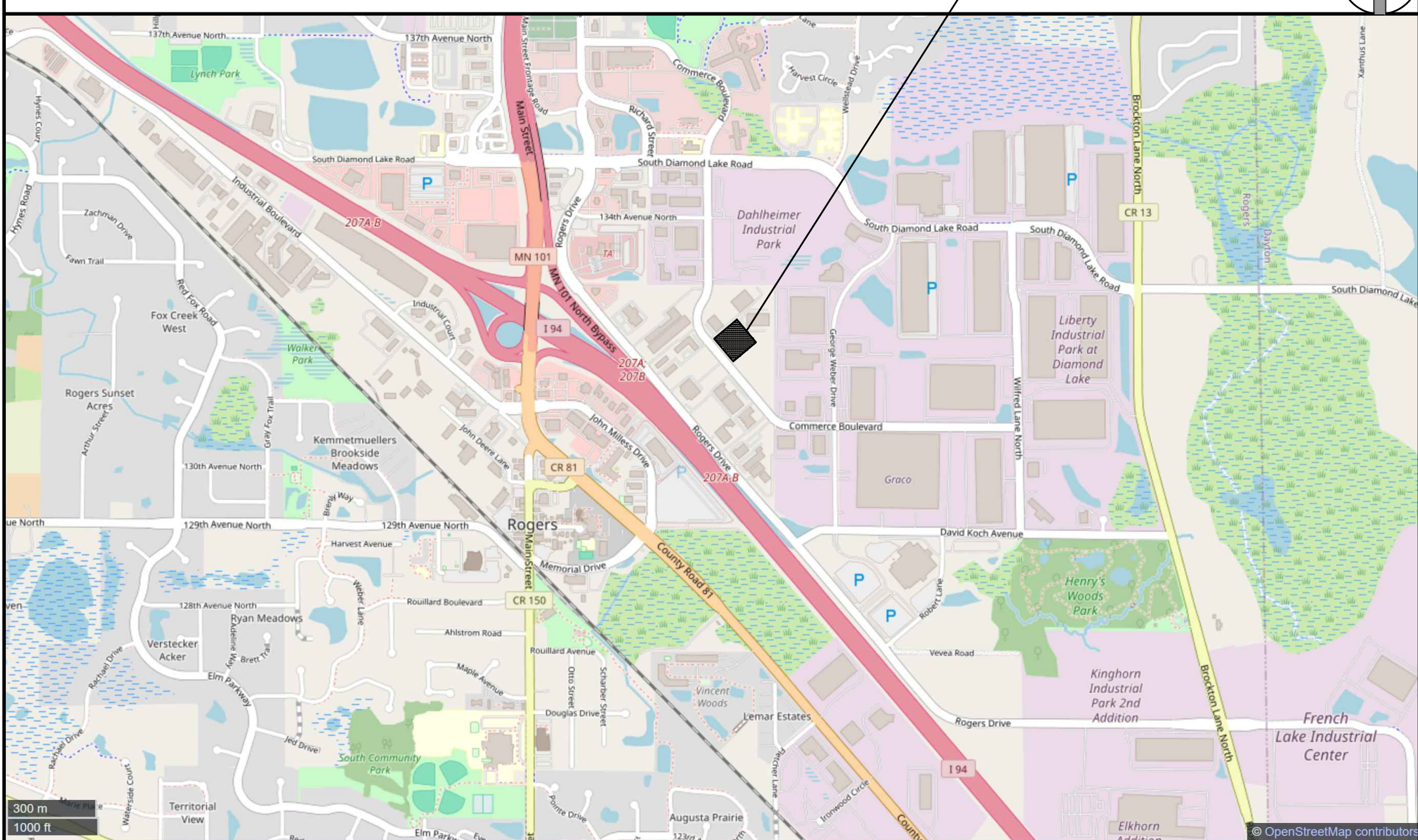


# Commerce Boulevard

Rogers, MN

10.01.2025

## PROJECT LOCATION AND MAPS



## PROJECT DIRECTORY

**OWNER**  
 CRCL GROUP  
 6012 MINNETONKA BOULEVARD  
 ST. LOUIS PARK, MN 55416  
 CONTACT: JOEY BEUNING  
 PHONE: 612-530-5845  
 EMAIL: JOEY@CRCLGROUP.COM

**ARCHITECT**  
 TANEK INC.  
 18 EAST 36TH STREET, SUITE 300  
 MINNEAPOLIS, MN 55404  
 CONTACT: TIM VANHOUTEN  
 PHONE: 612-879-8225 EXT.127  
 EMAIL: TVANHOUTEN@TANEK.COM

**CIVIL ENGINEER**  
 SAMBATEK  
 12800 WHITEWATER DRIVE, SUITE 300  
 MINNETONKA, MN 55343  
 CONTACT: TREVOR CONWAY  
 PHONE: 763-476-6010  
 EMAIL: TCONWAY@SAMBATEK.COM

**GENERAL CONTRACTOR**  
 ZEMAN CONSTRUCTION  
 8300 10TH AVENUE NORTH  
 GOLDEN VALLEY, MN 55427  
 CONTACT: LEE ZEMAN  
 PHONE: 763-398-8902  
 EMAIL: LEEZ@ZEMANCONSTRUCTION.COM

**SURVEYOR**  
 SAMBATEK  
 12800 WHITEWATER DRIVE, SUITE 300  
 MINNETONKA, MN 55343  
 CONTACT: MARK SALO  
 PHONE: 763-476-6010  
 EMAIL: MSALO@SAMBATEK.COM

**LANDSCAPE ARCHITECT**  
 SAMBATEK  
 12800 WHITEWATER DRIVE, SUITE 300  
 MINNETONKA, MN 55343  
 CONTACT: JOHN WORKMAN  
 PHONE: 763-476-6010  
 EMAIL: JWORKMAN@SAMBATEK.COM

**GEOTECHNICAL**  
 BRAIN INTERTEC  
 11001 HAMPSHIRE AVENUE SOUTH  
 ELLICOTTINGTON, MN 55438  
 CONTACT:  
 PHONE: 952-938-2000  
 EMAIL:

## PROJECT SUMMARY

CONSTRUCTION OF A TWO BUILDING OFFICE/WAREHOUSE COMPLEX. EACH BUILDING UTILIZES ARCHITECTURAL PRECAST CONCRETE INSULATED SANDWICH PANELS. THE PANELS WILL BE FINISHED WITH A COMBINATION OF PAINT AND APPLIED METAL PANELS THAT SIMULATE WOOD. THE COMPLEX WILL PROVIDE A TOTAL OF 36 RENTAL BAYS, EACH APPROXIMATELY 16,000 SF. WITH AN OPTION FOR ADDING A 500 SF MEZZANINE EACH BAY WILL BE FITTED OUT WITH AN ACCESSIBLE RESTROOM AND SEPARATE MECHANICAL AND ELECTRICAL SERVICES. THE BUILDINGS WILL BE FULLY SPRINKLED.

## SHEET SUMMARY

SHEET NAME AND NUMBER	PRINT LOG
A000 TITLE SHEET	<input checked="" type="checkbox"/>
<b>ARCHITECTURAL</b>	
A010 ARCH SITE PLAN	<input checked="" type="checkbox"/>
A110 FLOOR PLAN	<input checked="" type="checkbox"/>
A130 EXTERIOR ELEVATIONS	<input checked="" type="checkbox"/>
<input type="checkbox"/> NOT PRINTED <input checked="" type="checkbox"/> ISSUED/REVISED <input type="checkbox"/> PRINTED AS REFERENCE	

ISSUED FOR CITY REVIEW 10/01/2025

## PROJECT RENDERING



**tanek**

118 E. 26th Street  
 Suite 300  
 Minneapolis, MN 55404  
 P: 612-879-8225  
 F: 612-879-8152  
 www.tanek.com

**Commerce Blvd. Development**  
 Rogers, MN 55374

**CRCL Group**  
 6012 Minnetonka Blvd.  
 St. Louis Park, MN 55416

**Sambatek**  
 12800 Whitewater Dr. #300  
 Minnetonka, MN 55343

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name \_\_\_\_\_ date \_\_\_\_\_

license number \_\_\_\_\_ signature \_\_\_\_\_

scale \_\_\_\_\_ NTS  
 name \_\_\_\_\_ tvh/kp

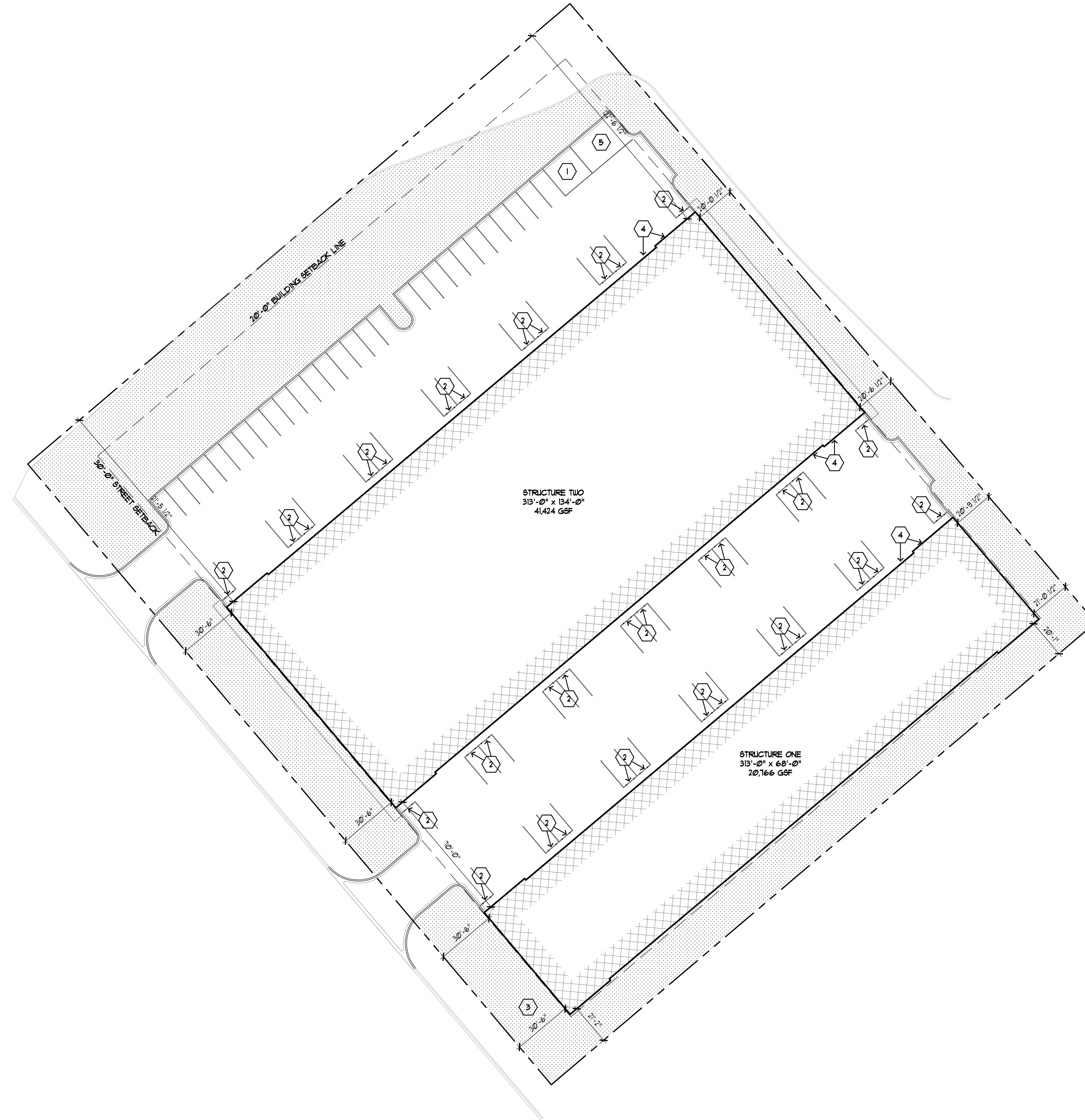
issue date 10.01.2025  
 title sheet

**a000**  
 copyright Tanek 2025

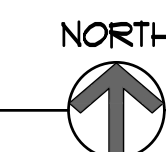
NOT FOR CONSTRUCTION

**KEY NOTES**

- 1 TRASH ENCLOSURE - STEEL FRAME MOUNTED TO CAST CONCRETE SLAB, CLAD IN VERTICAL WOOD MEMBERS, FINISH TO MATCH WOOD-LOOK SLATS ON BUILDING FACADES.
- 2 (2) STEEL BOLLARDS TO PROTECT CODE REQUIRED LANDING AT EACH ENTRANCE DOOR.
- 3 ELECTRICAL TRANSFORMER, PROVIDE LANDSCAPE SCREENING, FINAL LOCATION AND SCREENING T.B.D. BY ELECTRICAL UTILITY.
- 4 "NO PARKING - FIRE LANE" SIGNAGE APPLIED TO OVERHEAD DOOR.
- 5 AREA STRIPPED AND SIGNED "NO PARKING - FIRE LANE".



1 SITE PLAN  
1'-0" = 30'



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Minnetonka, MN 55343

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name \_\_\_\_\_ date \_\_\_\_\_

license number \_\_\_\_\_ signature \_\_\_\_\_

scale \_\_\_\_\_ x/x" = 1'-0"  
name \_\_\_\_\_ tvh/kp

issue date 10.01.2025

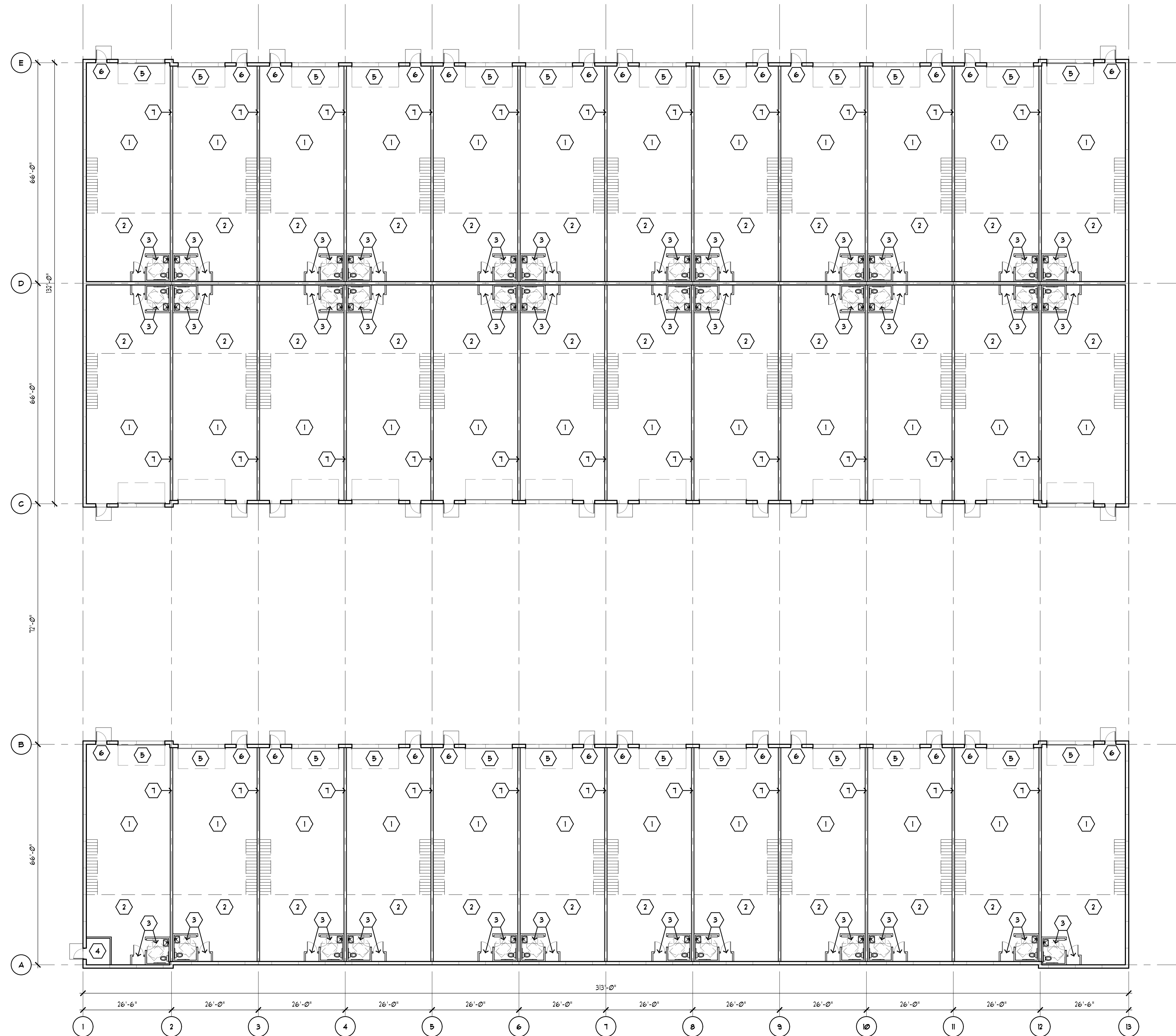
site plan

**a010**

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**KEY NOTES**

- 1 INDIVIDUAL RENTAL BAY, APPROXIMATELY 64'-0" x 25'-0" INTERIOR DIMENSIONS (1600 SF) WITH 24'-0" CLEAR HEIGHT. 36 BAYS TOTAL.
- 2 OPTIONAL WOOD FRAMED MEZZANINE ABOVE IN EACH BAY, APPROXIMATELY 20'-0" x 25'-0" (500 SF).
- 3 SINGLE USER ACCESSIBLE RESTROOM AND ADJACENT TENANT MECHANICAL ROOM.
- 4 ROOM WITH EXTERIOR ACCESS ALLOCATED FOR COMMON UTILITY SERVICES AND SPRINKLER RISER.
- 5 14'-0" WIDE x 14'-0" TALL INSULATED OVERHEAD DOOR.
- 6 3'-0" WIDE x 7'-0" TALL ALUMINUM AND GLASS ENTRY DOOR WITH EXTERIOR FROST DEPTH STOOP.
- 7 METAL FRAMED AND SHEETROCK CLAD INTERIOR DEMISING WALLS.



1 FLOOR PLAN  
1/16" = 1'-0"

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name \_\_\_\_\_ date \_\_\_\_\_

license number \_\_\_\_\_ signature \_\_\_\_\_

scale 1/16" = 1'-0"  
name tvh/kp

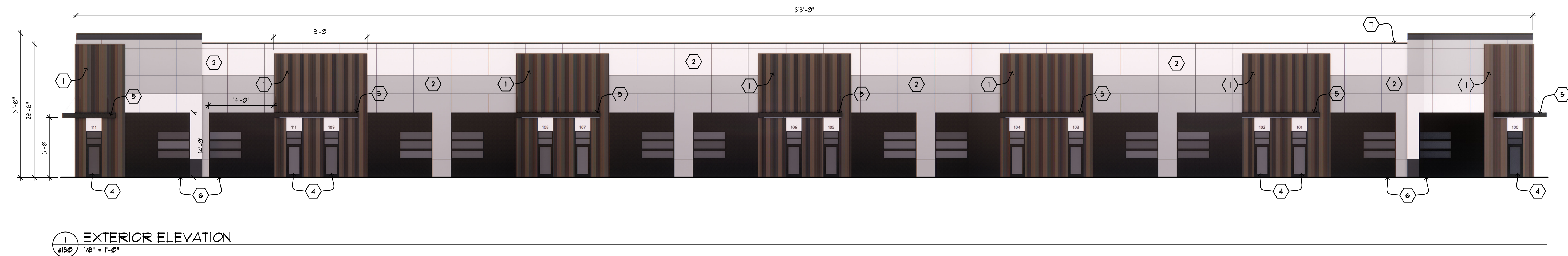
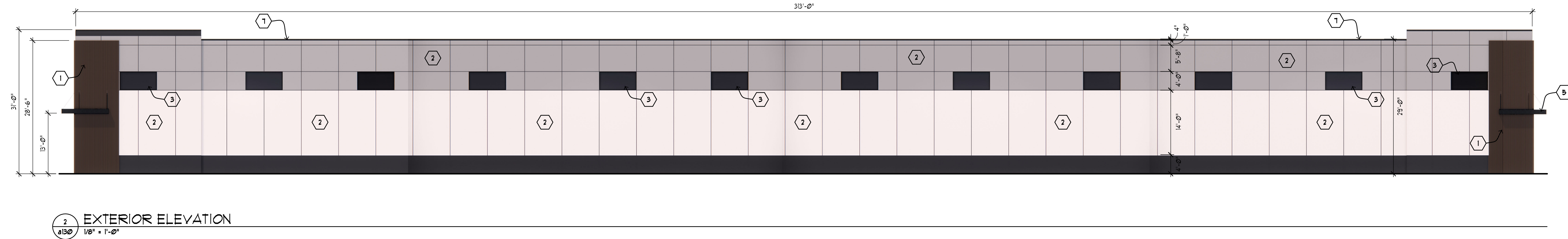
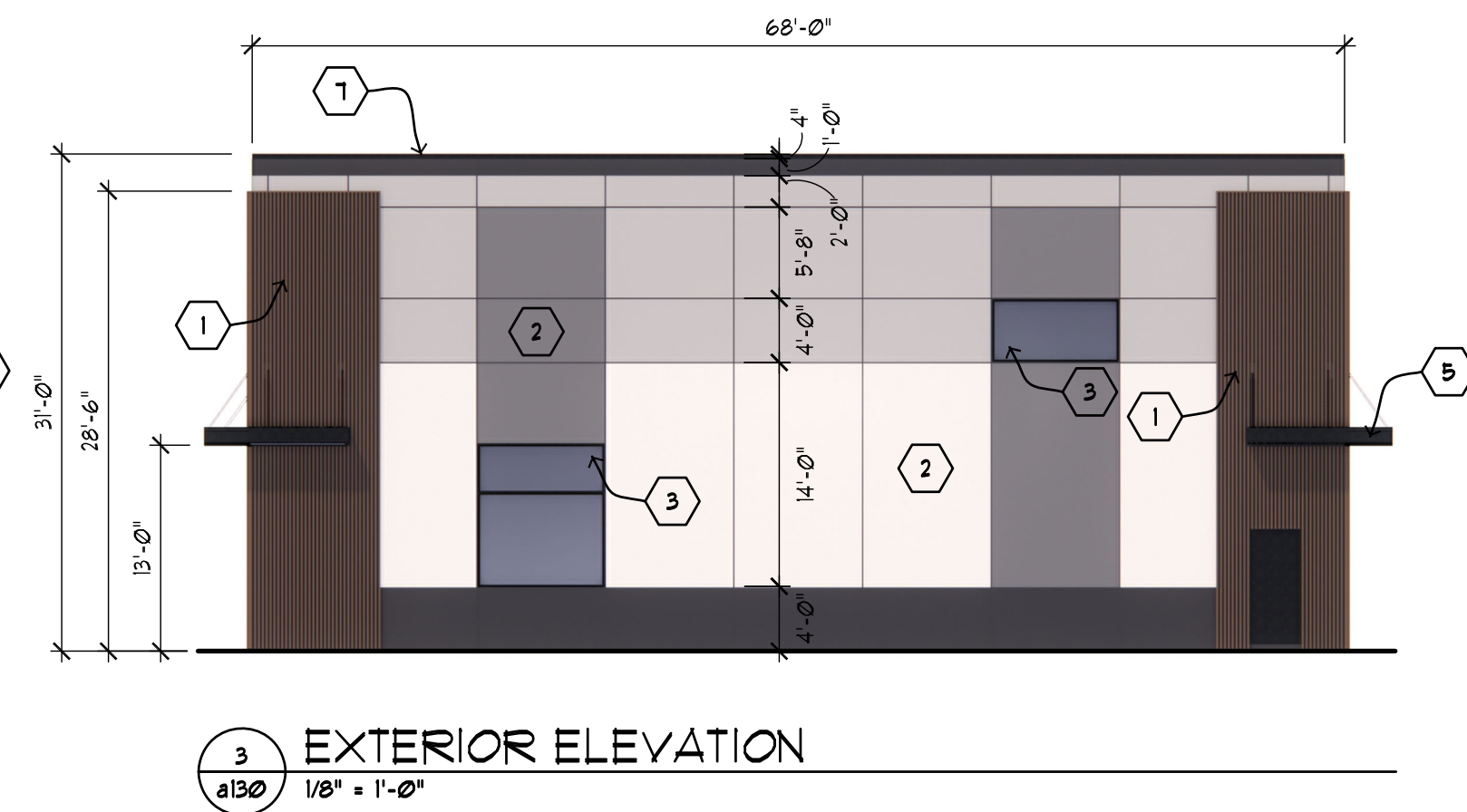
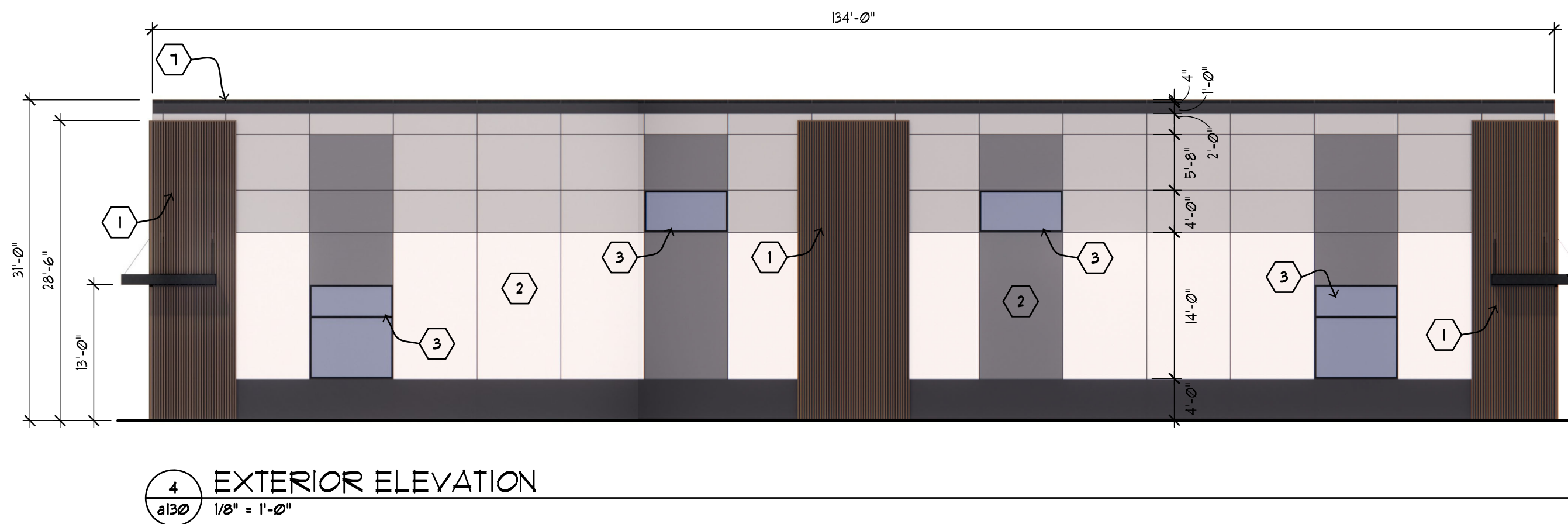
issue date 10.01.2025

floor plan level 01

**a110**

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- KEY NOTES**
- 1 VERTICAL WOOD LOOK SLATS
  - 2 PRECAST CONCRETE PANELS - SMOOTH FINISH, PAINTED.
  - 3 ALUMINUM WINDOW SYSTEM
  - 4 ALUMINUM DOOR SYSTEM
  - 5 PAINTED METAL CANOPY WITH DECORATIVE LIGHTING OVER DOORS.
  - 6 STEEL AND GLASS OVERHEAD GARAGE DOOR
  - 7 PRE-FINISHED METAL CAP FLASHING



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F: 612-879-8152  
www.tanek.com

**Commerce Blvd**  
address  
address  
Rogers, MN 55374

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name \_\_\_\_\_ date \_\_\_\_\_

license number \_\_\_\_\_ signature \_\_\_\_\_

scale **name** \_\_\_\_\_ as noted  
tvh/kp

Issue date **10.01.2025**  
exterior elevations

**a130**  
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NOT FOR CONSTRUCTION



## STAFF REPORT

Meeting Date: November 13, 2025

## ROGERS CITY COUNCIL

Agenda Item: 5.9

**Subject:** Approval of LiveBarn and MN Hockey TV Exclusive Streaming Agreement for Rink 1 at the TruStone Center

**Prepared By:** Mike Bauer, Parks & Recreation Director

---

### Recommended Council Action

Move to authorize the Mayor to sign the LiveBarn and MN Hockey TV Exclusive Streaming Agreement.

### Overview / Background / Analysis

LiveBarn and MN Hockey TV provide automated live and on-demand online broadcasts of amateur and youth sporting events. These systems use fixed, automated cameras that track play without the need for human operators, allowing families, athletes, and fans to watch games remotely or review recorded content later.

The City of Rogers originally partnered with LiveBarn in 2018 to stream events from the Rogers Activity Center. The updated agreement combines both LiveBarn (for non-high school programming) and MN Hockey TV (for high school and explicitly owned programming) into a single, streamlined contract.

There is no cost to the City of Rogers aside from providing electrical power to LiveBarn's equipment. LiveBarn will supply and install all cameras, wiring, and supporting hardware, as well as one television display per rink for promotional use.

Under the new agreement, the City of Rogers will receive a guaranteed minimum annual payment of \$3,800 for the ice sheet, provided MN Hockey TV retains the rights to broadcast the majority of high school games at the Rogers Activity Center. This guaranteed revenue is in addition to any promotional revenue generated through LiveBarn memberships associated with the City's unique discount code.

The new agreement has a six-year initial term, automatically renewing for two-year periods thereafter, and includes updated terms covering insurance, liability protection, and venue rights. It also provides administrative control for the City to blackout dates, restrict viewing access, and approve installation locations.

### Key Agreement Highlights

- Combines LiveBarn and MN Hockey TV under one comprehensive agreement
- No cost to the City for installation, maintenance, or internet service
- Guaranteed minimum annual revenue of \$3,800 per rink
- City retains the ability to blackout games or limit viewing access

- Updated insurance coverage including \$5M general liability, \$2M media, and \$2M cyber insurance
- Six-year term with automatic two-year renewals
- Agreement ensures Rogers continues providing modern amenities and streaming access consistent with other regional facilities

**Staff Recommendation**

Move to authorize the Mayor to sign the LiveBarn and MN Hockey TV Exclusive Streaming Agreement.

**Financial Impact:**

**Source Fund:**

**Budgeted?** N/A

**Supporting Documentation**

A. LiveBarn and MN Hockey TV Exclusive Streaming Agreement - City of Rogers[22]

**DATE:**

**BETWEEN: LIVEBARN INC. ("LiveBarn")**

*and*

**The City of Rogers ("Venue Owner")**

WHEREAS LiveBarn Inc. and Venue Owner wish to enter into this Agreement pursuant to which LiveBarn will install at Venue Owner's Ice Rink Sheet described in the attached Schedule "A" (each being an "Ice Rink Sheet") a fully automated online streaming system for the delivery of live and/or on demand video and audio streaming to internet connected devices such as smartphones, computers or tablets (the "Automated Online Streaming Service");

WHEREAS the Automated Online Streaming Service offered by LiveBarn can stream Content (as defined below) via LiveBarn's subscription-based platform (the "LiveBarn Platform") or its wholly owned MNHockey.Tv platform (the "MNHockey.Tv Platform").

WHEREAS the LiveBarn platform is defined as being the subscription platform that will broadcast all of the Non-High School level activity, or other designated activity that is non-explicitly owned.

WHEREAS the MNHockey.Tv platform is defined as being the subscription and pay per-view based platform (the "MNHockey.Tv Platform") that will broadcast all of the High School or otherwise explicitly owned activity.

NOW, THEREFORE, in consideration for the mutual promises set out below, and for other good and valuable consideration acknowledged by the parties, LiveBarn and Venue Owner agree as follows:

**1 AUTOMATED ONLINE STREAMING SERVICE**

1.1 LiveBarn shall, at its own expense, install and maintain all hardware, software and internet bandwidth required for the operation and maintenance of the Automated Online Streaming Service in regards to each Ice Rink Sheet. The initial installation will occur within six months from the date of this Agreement (such six month date being herein referred to as the "Latest Install Date"); it will be scheduled with the written approval (including email) of Venue Owner, and concurrently with the installation, LiveBarn will specifically explain to Venue Owner representative onsite exactly where any hardware or other components will be installed. Installation will then only proceed with the consent of Venue Owner which consent will be deemed upon LiveBarn undertaking its installation. The initial installation for each Ice Rink Sheet shall include one (1) computer, one (1) router, one (1) modem, between one (1) and three (3) power converters, and up to two (2) cameras to be placed on the side walls or on the beams or columns extending from the walls. The internet connection and computer shall be located adjacent to the respective Ice Rink Sheet in a secure location with electrical power outlets. The exact selection of camera

locations will be made after consideration for optimal streaming quality and avoidance of any obstruction. Any modification to the installation will only be undertaken with the permission and process with Venue Owner as outlined above. Venue Owner shall assume the cost of electricity for the components installed in connection with this Agreement.

1.2 In addition LiveBarn shall, at its expense and upon Venue Owner's request, install one TV which will display a combination of LiveBarn highlights and a live feed, as well as additional LiveBarn information.

1.3 Title to all hardware, software, and wiring shall remain in the name of LiveBarn.

1.4 Subject to sections 1.8 and 1.9 below, all content streamed using the Automated Online Streaming Service, including the video and audio relating to all sports and recreational activities occurring on each Playing Surface (collectively, the "Content") will be made available to subscribers of the LiveBarn Platform or the MNHockey.Tv Platform (as determined by LiveBarn). In addition, per copyright for specific events, the Content may be made available only to users on an alternative platform. In either case, LiveBarn will determine the pricing for the applicable platform. From time to time, LiveBarn may provide a free trial at its discretion.

1.5 Revenue generated from the Automated Online Streaming Service will be the property of LiveBarn; however for content streamed on the LiveBarn platform, LiveBarn will supply Venue Owner with a unique code to enable it to market and solicit new memberships for the LiveBarn Platform, for which LiveBarn will pay Venue Owner thirty percent (30%) of the revenues generated from the LiveBarn Platform memberships over the full lifetime of these memberships, during the term of this Agreement. The above code will enable Venue Owner to solicit LiveBarn memberships by providing potential members with the attraction of a 10% discount. This code will track the memberships generated by Venue Owner on a quarterly basis. The above payments to Venue Owner will only apply to LiveBarn memberships originated with the unique code allocated to Venue Owner. LiveBarn will pay Venue Owner its revenue share within 30 days of the end of each calendar quarter together with a corresponding revenue statement. Venue Owner will provide a staff person to communicate with and receive LiveBarn's various local marketing initiatives (including social media) as described below.

1.6 LiveBarn will guarantee that the minimum Revenue Share generated and paid by LiveBarn to Venue Owner, will be at minimum of three thousand eight hundred dollars (\$3,800) per Ice Rink Sheet annually, the "Guaranteed Revenue". Commencing on October 1<sup>st</sup>, 2025, LiveBarn will pay Venue Owner the Guaranteed Revenue Advance upon invoice. During the subsequent 12 months, LiveBarn will track the Revenue generated by

promo codes as mentioned in section 1.5, and if at any point in any 12 month period beginning on October 1<sup>st</sup> 2025, the promo code payment exceeds the Guaranteed Revenue, LiveBarn will be responsible for paying the difference between the actual Revenue share earned and the Guaranteed Revenue. Any additional revenue payment that is earned will be paid when the annual guarantee is paid. This will repeat annually throughout the Term of this agreement, beginning on October 1<sup>st</sup> of each calendar year. The Guaranteed Revenue referenced in this section will only be applicable if MNHockey.TV has the rights and is able to broadcast the majority of the High School hockey games at Venue Owner's location. For the purpose of clarity, should the majority of High Schools games be broadcast on another streaming service other than MNHockey.TV or LiveBarn.com, Venue Owner will not be entitled to the Guaranteed Revenue referenced in this section but will still be entitled to all the revenue earned under subsection 1.5.

1.7 LiveBarn shall be the exclusive owner of all rights in and to the Content, and shall have the exclusive right to Streaming the Content for all purposes and in any manner, it determines in its sole discretion, including by providing its Streaming signal to national broadcasters and digital media distributors. Without limiting the foregoing, the Venue Owner acknowledges that online distributions of the Content from each Ice Rink Sheet will be made available to all subscribers of the LiveBarn Platform or MNHockey.Tv Platform users, subject to sections 1.8 and 1.9 below.

1.8 LiveBarn will provide Venue Owner with an exclusive online administrative password to enable Venue Owner in its discretion to "blackout" any particular dates or time periods from being streamed on any selected Ice Rink Sheet (the "Blackout Restrictions").

1.9 LiveBarn will also provide Venue Owner with the ability in its discretion to restrict viewer access to any streaming from its Venue to a pre-selected potential audience for privacy purposes.

1.10 During the Term (as defined below), LiveBarn will provide Venue Owner with three (3) complimentary LiveBarn accounts for each Ice Rink Sheet.

1.11 LiveBarn will hold Venue Owner harmless for any injuries to LiveBarn employees and agents in connection with their work.

## **2 TERM AND TERMINATION**

2.1 The term of this Agreement commences on the date hereof and continues until the six-year anniversary of the Latest Install Date (the "Term"), and it will automatically renew for successive terms of two (2) years, unless either party notifies the other in writing of its intent to discontinue this Agreement at least ninety (90) days before the expiration of the then current term.

2.2 Notwithstanding the foregoing, but subject to Subsection 3.1 below, either party shall have the right to terminate this Agreement for any reason upon giving (90) days written notice to the other party.

2.3 Upon termination of this Agreement by expiration of the term or for any other cause, LiveBarn shall, at its own cost and expense, remove all hardware, software and wiring from Venue Owner's location.

2.4 Venue Owner shall have the right to terminate this Agreement if LiveBarn materially breaches this Agreement and the material breach is not cured to within forty (40) days after Venue Owner provides written notice which outlines such breach to LiveBarn.

## **3 EXCLUSIVITY**

3.1 In consideration for the investment of time and expense incurred by LiveBarn to fulfill its obligations under this Agreement, the receipt and sufficiency of which is hereby acknowledged, the Venue Owner hereby declares and agrees that during the Term, including all Renewal Periods, and notwithstanding the termination of this Agreement by the Venue Owner, LiveBarn shall have the absolute exclusivity to stream, broadcast, or otherwise distribute all sports and recreational activities occurring on each of the Ice Rink Sheets using an unmanned operated camera. For clarity, a device is an "unmanned operated camera" if it either (i) does not require a human operator to capture footage, or (ii) uses software to automatically track the action or follow the play at an event and thereby capture, record, or broadcast footage in any automated fashion. For greater certainty, the said exclusivity shall apply for the entire Term, including any applicable Renewal Period, even if the Venue Owner elects to terminate this Agreement prior to the expiration of the Term.

3.2 The Venue Owner hereby declares and acknowledges that the foregoing exclusivity, including the term thereof, is reasonable in the circumstances, and that LiveBarn is relying upon such exclusivity in connection with the provision of the Automated Online Streaming Service and that LiveBarn would not have entered into this Agreement without such exclusivity. However, the foregoing exclusivity shall not apply should LiveBarn cease operations or to the extent Venue Owner terminates this agreement in accordance with section 2.4.

3.3 Venue Owner acknowledges and agrees that, in the event of a breach or threatened breach by it of the provisions of Subsection 3.1 above, LiveBarn will have no adequate remedy in money or damages and, accordingly, shall be entitled to an injunction in a court of competent jurisdiction against such breach. However, no specification in this Agreement of any specific legal or equitable remedy shall be construed as a waiver or prohibition against any other legal or equitable remedies in the event of a breach of any of the provisions of this Agreement.

**4 SUPPLY OF AUTOMATED ONLINE STREAMING SERVICE**

4.1 LiveBarn will use reasonable skill and care to make the Automated Online Streaming Service available throughout the Term. Notwithstanding the foregoing, LiveBarn shall have no responsibility, liability, or obligation whatsoever to Venue Owner, or any other third party, for any interruptions of the Automated Online Streaming Service.

4.2 LiveBarn may, without any liability to Venue Owner, suspend the supply of all or part of the Automated Online Streaming Service upon giving Venue Owner notice. This would occur if the LiveBarn equipment is repeatedly damaged or LiveBarn is unable to obtain a sufficient internet signal to the venue.

4.3 The Venue Owner agrees to notify LiveBarn by email to [venuesupport@livebarn.com](mailto:venuesupport@livebarn.com) as soon as it becomes aware of any interruption or malfunction with the Automated Online Streaming Service. Venue Owner will not be responsible for damage or malfunction of any equipment and LiveBarn will repair or replace at its cost any malfunctioning components which is required. Any required service visit by LiveBarn will be scheduled with the written approval (including email) of Venue Owner. LiveBarn will specifically explain the repair, replacement or service work to Venue Owner representative onsite and this work will only proceed with the consent of Venue Owner which consent will be deemed upon LiveBarn undertaking its work.

4.4 From time to time there will be on site adjustments requiring assistance from a technically proficient person at the Venue. Venue Owner will be responsible to supply such person when necessary.

**5 NOTICE TO PUBLIC**

5.1 The Venue Owner agrees to post a notice at the entrance to its venue and inside each Ice Rink Sheet, advising the public that the venue is monitored by video cameras for security, safety and commercial purposes, and participants waive any claim relating to the capture or public transmission of his/her participation while at the venue. LiveBarn will supply and post these notices during its initial installation and reserves the right to modify the language contained therein from time to time, in its sole discretion, to satisfy its legal obligations.

5.2 In all agreements with parties for usage of the Venue, Venue Owner will include provisions both disclosing the existence of LiveBarn streaming at the Venue and requiring such parties to notify all their users of the Venue of this.

**6 MARKETING**

6.1 Venue Owner agrees to promote LiveBarn through all available avenues discussed in this section, understanding that it is in Venue's best interest financially to market LiveBarn to their customers and patrons.

LiveBarn will also provide, at its expense, a minimum of one (1) 2.5 x 6' color printed standing banner, branded with Venue Owner's unique code described in Subsection 1.5, to be displayed within Venue Owner's lobby in a prominent location. Venue Owner understands that failure to comply and make reasonable promotion and marketing efforts will result in lower revenue share payments to Venue Owner.

6.2 Venue Owner will provide a marketing contact person (s) who will be responsible for interacting with LiveBarn and becoming knowledgeable about the various LiveBarn marketing and promotion initiatives. Upon installation of LiveBarn, Venue Owner will make said contact available for a 30-minute video web session, serving as an orientation into all of the best practices for introducing and promoting LiveBarn. This person will subsequently be responsible for implementing promotion and marketing initiatives to Venue's customers and patrons.

6.3 Venue Owner will place a LiveBarn banner or link on their website with a backlink and embedded demo video where possible. Venue Owner will do the same with any organizations, associations, clubs and affiliates that it owns that use their facility.

6.4 Venue Owner will announce the LiveBarn installation as well as embed any demo video on all of their social media networks. Venue Owner will also like and follow LiveBarn on said social media networks as well as share content when tagged, acknowledging that this will only be used when venue is directly involved with any video shared. Venue Owner will do the same with any organizations, associations, clubs, affiliates that it owns that use their facility.

**7 GENERAL**

7.1 Any amendment to this Agreement must be in writing and signed by both parties.

7.2 Although LiveBarn will remain liable for its obligations hereunder, LiveBarn shall be permitted to use agents and subcontracts to perform its installation, maintenance and repair obligations hereunder.

7.3 The waiver of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.

7.4 If any part of this Agreement is held to be invalid or unenforceable, that part will be severed and the rest of the Agreement will remain in force. Headings herein are for reference only.

7.5 LiveBarn hereby represents that it maintains \$5,000,000 of General Liability Insurance, \$2,000,000 in Media Coverage Insurance and \$2,000,000 in Cyber Insurance, and that upon execution of this Agreement Venue Owner will become a Certificate Holder, with its name and location included.

7.6 All notices required under this Agreement must be given in writing and by email to LiveBarn at [venuesupport@livebarn.com](mailto:venuesupport@livebarn.com), [fmiller@livebarn.com](mailto:fmiller@livebarn.com), [ray@livebarn.com](mailto:ray@livebarn.com), and to Venue Owner at its address listed herein. Either party may change its address from time to time by providing notice of such change to the other party.

7.7 This Agreement describes the entire understanding and agreement of the parties and supersedes all oral and written agreements or understandings between them related to its subject matter.

7.8 This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and all of which taken together will be deemed to be one instrument.

7.9 This Agreement is governed by and will be interpreted under the laws of the State of Minnesota. Any disputes shall be heard in the courts of the State of Minnesota.

7.10 Each party shall keep the terms contained herein confidential and neither of its directors, officers, employees, agents or representatives, where applicable, shall disclose the terms contained herein without the express written consent of the other party, unless such disclosure is required by applicable law.

7.11 Venue Owner will not be liable to LiveBarn by reason of inconvenience or annoyance for any damages or lost revenue due to power loss or shortage, mechanical breakdown, structural damage, roof collapse, fire, flood, renovations, improvements, alterations, or closure of the facility by it or any regulatory agency.

7.12 LiveBarn consents to Venue Owner promoting in its marketing materials that LiveBarn supplies it with the LiveBarn installed product.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement on the date and at the place first above mentioned.

LIVEBARN INC.

Signature: \_\_\_\_\_  
Ray Giroux, COO

Venue Owner      City of Rogers  
Signature: \_\_\_\_\_

Per: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**SCHEDULE A (REQUIRED)**

Venue Name and  
Address: TruStone Center  
21080 141<sup>st</sup> Ave N  
Rogers, MN 55374

We require one point of contact to initiate communication with for each venue. This person will receive a request to complete an online form that gathers information about the venue and points of contact.

Name of Each  
Rink: Rink 1

Primary Contact - Venue General  
Manager or Decision Maker:  
Name: Mike Bauer  
Work Number: 763-428-0974  
Cell Phone: 763-286-4442  
Email Address: mbauer@rogersmn.gov



**STAFF REPORT**

**Meeting Date:** November 13, 2025

**ROGERS CITY COUNCIL**

**Agenda Item:** 5.10

**Subject:** Approval of the Sixth Amendment to the Purchase Agreement with Duffy Development for the Sale of City Owned Property on Main Street

**Prepared By:** Brett Angell, Community Development Director

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### **Recommended Council Action**

Motion to approve the Sixth Amendment to the Purchase Agreement with Duffy Development for the Sale of City-Owned Property on Main Street.

### **Overview / Background / Analysis**

Over the course of the past several council meetings, the council has held discussions and approved numerous items corresponding to the Duffy Development on Main Street. Said development includes 40 units of affordable senior housing, a new senior center, and small commercial space. The active Purchase Agreement corresponding to the sale of this property from the City to Duffy was passed in early 2025. Following its execution, there have been five (5) amendments to the purchase agreement previously. All the amendments have corresponded to amending the closing date. The intention of the rather short extensions granted each time was to ensure the project continues to track forward towards a closing and does not stall without progress being made.

The current agreement allows for a closing to occur any time before Friday, November 14th. Per request of the buyer, the proposed sixth (6th) amendment to the purchase agreement allows for an additional 21-days to close, bringing the proposed closing date to no later than Friday, December 5th. The proposed extension allows for further coordination of the land closing with the financing closing.

The proposed amendment also adds a separate section related to the reservation of rights for the buyer post closing. This language does not change any rights or obligations as it pertains to the city rights and was requested from the buyer to be added.

No other provisions are being changed or added as a component to this amendment. Additionally, the developer continues to move forward and progress towards a closing as soon as possible. The developer has paid for the full building permit (total amount in excess of \$220,000). The developer has also delivered Mylars of the new plat to the city which will be recorded following the closing.

### **Staff Recommendation**

Staff recommend the approval of the Sixth Amendment to the Purchase Agreement with Duffy Development for the Sale of City-Owned Property on Main Street.

**Financial Impact:** Not applicable.

**Source Fund:** Not applicable.

**Budgeted?** N/A

**Supporting Documentation**

A. Sixth Amendment to the Purchase Agreement

## SIXTH AMENDMENT TO PURCHASE AGREEMENT

THIS SIXTH AMENDMENT is made and entered into this 13th day of November 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 21<sup>st</sup>, 2025 (the “Purchase Agreement”).
- 3) The Buyer and Seller agreed to the First Amendment to the Purchase Agreement on April 22<sup>nd</sup>, 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 24<sup>th</sup>, 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 12<sup>th</sup>, 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 23<sup>rd</sup>, 2025, allowing for an additional 21 days to close related to the completion of required agreements.
- 7) The Buyer and Seller agreed to a Fifth Amendment to the Purchase Agreement on October 14, 2025, allowing for an additional 26 days to close related to timing and restructuring of agreements.
- 8) The parties agree to amend Section 3 Closing Date based upon the need for an additional 21 days for the approval of all updated documents with Minnesota Housing and coordination with the financing closing date.
- 9) The parties agree to add Section 27. Reservation of Rights to the Purchase Agreement corresponding to rights post-closing on the sale of the property.

NOW, THEREFORE, the parties hereto agree as follows:

- 1) The Closing Date (Section 3 of the Purchase Agreement) shall be amended from November 14, 2025, to December 5, 2025.

2) Section 27 shall be added as follows:

**27. Reservation of Rights.** Seller and Purchaser acknowledge that the improvements on adjacent property encroach on the Property that is subject to this Agreement. By entering into this Agreement, Purchaser is not waiving any legal rights or remedies, and is expressly preserving its rights, to pursue claims or otherwise take action to enforce its property rights against any related encroachments.

3) All other terms of the purchase agreement and any amendments remain binding.

*Remainder of this page intentionally left blank.*

**BUYER:**

Duffy Development Company, Inc.

By: \_\_\_\_\_  
John Duffy, President

**SELLER:**

City of Rogers

By: \_\_\_\_\_  
Shannon Klick, Mayor

By: \_\_\_\_\_  
Stacie Brown, City Clerk



**STAFF REPORT**  
**ROGERS CITY COUNCIL**

**Meeting Date:** November 13, 2025

**Agenda Item:** 5.11

**Subject:** Consider Ordinance 2025-10 Amending Chapter 113 Related to Electronic Message Centers, and Consider Resolution 2025-83 Authorizing Publishing of Ordinance Summary

**Prepared By:** Alec Henderson, City Planner

**Recommended Council Action**

Motion to recommend approval of Ordinance 2025-10, amending the sign code to allow electronic message centers (EMC) as a sign type in the RC, LC, and GI district and remove EMC as a sign type in the SB district.

Motion to approve Resolution 2025-83, authorizing publication of summary of ordinance 2025-10.

**Overview / Background / Analysis**

On July 22nd, 2025, the City Council adopted Ordinance 2025-07 which repealed and replaced section 113 Signs. The ordinance completely reorganized and overhauled the sign code. During this process, it was communicated that digital signs (or electronic message centers) were intended to be permitted in our commercial districts, RC, LC, and GI districts, as well as the DT district. This was communicated in open houses and staff believes the initial intent. However, during the process and iterations, it appears that Table 1 found in section 113.05, shifted the allowed use over a column into the SB district. Staff believes this is an error and EMCs or digital signs should be permitted in the RC, LC, and GI districts rather than the SB district.

Planning Commission unanimously recommended approval of the ordinance update.

It should be noted that many of the commercial uses along 94 and 101 have EMCs and keeping the existing table would place them into a legal non-conforming status. This places existing EMCs in a gray area on whether replacing the cabinet or panel would be permitted and to what extent as it communicates the intent that static signs are the preference for these districts. The below table is what is proposed to be amended:

**Sec 113-5**  
**Table 1**

<b>TABLE 1.</b> <b>Sign Types</b>	<b>Zoning Districts</b>	<b>LC, RC, GI</b>	<b>SB</b>	<b>ND</b>	<b>DT<sup>2</sup></b>
<b>Permanent</b>	<b>R-1, R-2, R-3, R-4, R-5, AG, OP</b>				
Awning	NA	Allowed	Allowed	Allowed	Allowed

Canopy	NA	Allowed	Allowed	Allowed	Allowed
Electronic	NA	NA	Allowed	NA	Allowed
Message Center		<u>Allowed</u>	<u>NA</u>		
Freestanding	Allowed (monument only)	Allowed	Allowed	Allowed	Allowed
Internal	R-4, R-5 and OP	Allowed	Allowed	Allowed	Allowed
Wayfinding	only				
Menu Board	NA	Allowed	Allowed	Allowed	Allowed
Projecting	NA	NA	NA	NA	Allowed
Wall	R-4, R-5 and OP	Allowed	Allowed	Allowed	Allowed
	only				
Window	NA	Allowed	Allowed	Allowed	Allowed
Temporary (all types) <sup>1</sup>	Allowed	Allowed	Allowed	Allowed	Allowed

Notes:  
NA means "not allowed."  
<sup>1</sup>Refer to 113.09 for a list of temporary sign types.  
<sup>2</sup>Refer to 113.10 for sign standards.

**Staff Recommendation**

Staff recommend approval of Ordinance 2025-10, amending the sign code to allow electronic message centers (EMC) as a sign type in the RC, LC, and GI district and remove EMC as a sign type in the SB district. Additionally, staff recommend approval of Resolution 2025-83, authorizing publication of summary of ordinance 2025-10.

**Financial Impact:** NA

**Source Fund:** NA

**Budgeted?** N/A

**Supporting Documentation**

- A. Ord. 2025-10- Sign Code Update
- B. Resolution 2025-83 Authorizing Summary Publication of Ordinance 2025-10

**CITY OF ROGERS  
ORDINANCE NO. 2025-10**

**AN ORDINANCE AMENDING THE CITY OF ROGERS CITY CODE  
CHAPTER 113 SIGNS RELATED TO ELECTRONIC MESSAGE CENTERS**

THE CITY COUNCIL OF THE CITY OF ROGERS, MINNESOTA, HEREBY ORDAINS:

**SECTION 1.** Chapter 113 (Signs), Section 113-5, Table 1 of the City Code is hereby amended remove Electronic Message Center as a permitted sign type from the SB district and to allow Electronic Message Center as a permitted sign type in the LC, RC, and GI districts. The ~~striketrough~~ text indicates removal of text and the underlined text indicates added text:

**Sec 113-5**

**Table 1**

<b>TABLE 1.</b>					
<b>Sign Types</b>	<b>Zoning Districts</b>				
<b>Permanent</b>	<b>R-1, R-2, R-3, R-4, R-5, AG, OP</b>	<b>LC, RC, GI</b>	<b>SB</b>	<b>ND</b>	<b>DT<sup>2</sup></b>
Awning	NA	Allowed	Allowed	Allowed	Allowed
Canopy	NA	Allowed	Allowed	Allowed	Allowed
Electronic Message Center	NA	<del>NA</del> <u>Allowed</u>	<del>Allowed</del> <u>NA</u>	NA	Allowed
Freestanding	Allowed (monument only)	Allowed	Allowed	Allowed	Allowed
Internal Wayfinding	R-4, R-5 and OP only	Allowed	Allowed	Allowed	Allowed
Menu Board	NA	Allowed	Allowed	Allowed	Allowed
Projecting	NA	NA	NA	NA	Allowed
Wall	R-4, R-5 and OP only	Allowed	Allowed	Allowed	Allowed
Window	NA	Allowed	Allowed	Allowed	Allowed
Temporary (all types) <sup>1</sup>	Allowed	Allowed	Allowed	Allowed	Allowed
Notes: NA means "not allowed." <sup>1</sup> Refer to 113.09 for a list of temporary sign types. <sup>2</sup> Refer to 113.10 for sign standards.					

**SECTION 2.** This Ordinance shall take effect and be in force immediately after its passage and publication in accordance with applicable law.

Dated the 25th day of November, 2025.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**RESOLUTION 2025-83**

**A RESOLUTION AUTHORIZING  
SUMMARY PUBLICATION OF  
ORDINANCE NO. 2025-10**

**WHEREAS**, the City Council of the City of Rogers adopted Ordinance No. 2025-01 titled “AN ORDINANCE AMENDING THE CITY OF ROGERS CITY CODE CHAPTER 113 SIGNS RELATED TO ELECTRONIC MESSAGE CENTERS”, and

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

**WHEREAS**, the expense to publish the complete text of Ordinance No. 2025-10 is not justified; and

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

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

**Summary of Ordinance 2025-10**

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**AN ORDINANCE AMENDING THE CITY OF ROGERS CITY CODE CHAPTER 113 SIGNS  
RELATED TO ELECTRONIC MESSAGE CENTERS**

On the 25th day of November, 2025, the Rogers City Council passed Ordinance No. 2025-10, An Ordinance Amending the City of Rogers City Code Chapter 113 Signs related to Electronic Message Centers (EMC). The amendment removes EMCs as a permitted sign type from the SB district and adds EMCs as a permitted sign type in the LC, RC, and GI districts.

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

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Moved by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_;

The following voted in favor of said resolution:

The following voted against the same:

The following abstained:

Whereupon said resolution was declared duly passed and adopted, and was signed by the Mayor, and attested by the City Clerk dated this 25<sup>th</sup> day of November, 2025.

ATTEST:

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Shannon Klick, Mayor

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Stacie Brown, City Clerk



**STAFF REPORT**

**Meeting Date:** November 13, 2025

**ROGERS CITY COUNCIL**

**Agenda Item:** 5.12

**Subject:** Approval of Resolution 2025-88 Accepting Sanitary Sewer and Water Improvements for Continual Maintenance and Authorizing a Letter of Credit Reduction for Big Woods Crossing

**Prepared By:** Eric Burtness, Community Development Specialist

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### **Recommended Council Action**

Motion to approve Resolution No. 2025-88, reducing the Wells Fargo Bank LOC No. IS000395353U from \$727,467.00 to \$518,843.00 and accepting the sanitary sewer and watermain improvements for continual maintenance as of November 13, 2025, subject to the conditions as listed in the resolution.

### **Overview / Background / Analysis**

Forestar (USA) Real Estate Group Inc., the developer of Big Woods Crossings, entered into a Development Agreement with the City on August 24, 2023, which required the installation of various public improvements including sanitary sewer and water main infrastructure. The developer has completed the water and sanitary sewer improvements, and these items have been reviewed by the City's engineering staff and found to be acceptable for continual maintenance by the City. As such, the developer has requested a reduction in the Letter of Credit. The LOC, originally set at \$3,709,069.00, is proposed to be reduced to \$518,843.00 based on the percentage of completion for each category. This reduction means that the sanitary sewer and water main systems are now 100% complete, while all other improvements remain in progress or are not yet started. The acceptance of the sanitary sewer and water main improvements are subject to the receipt of a 2-year warranty bond as listed as a condition in the resolution.

### **Staff Recommendation**

Staff recommend approval Resolution 2025-88 authorizing the Letter of Credit reduction and the formal acceptance of the sanitary sewer and water main improvements for ongoing City maintenance, subject to the conditions as listed in the resolution.

**Financial Impact:** N/A

**Source Fund:** N/A

**Budgeted?** N/A

**Supporting Documentation**

A. Resolution 2025-88 LOC Reduction Big Woods 1st

**RESOLUTION NO. 2025-88**

**RESOLUTION ACCEPTING SANITARY SEWER AND WATER IMPROVEMENTS FOR CONTINUAL MAINTENANCE AND AUTHORIZING A LETTER OF CREDIT REDUCTION FOR BIG WOODS CROSSINGS DEVELOPMENT AGREEMENT**

**WHEREAS**, in accordance with the Development Agreement dated August 24th, 2023, Forestar (USA) Real Estate Group Inc., developer of Big Woods Crossings Development Agreement, 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 Big Woods Crossings Development Agreement are released, and Wells Fargo Bank Letter of Credit No. IS000395353U can be released from \$727,467.00 to \$518,843.00, subject to the following conditions of approval:

1. That the Letter of Credit in the original amount of \$3,709,069.00 is hereby reduced by \$208,624.00, and the new LOC amount shall be \$518,843.00.

**BE IT FURTHER RESOLVED**, that the sanitary sewer and watermain improvements are accepted for continuous maintenance as of November 13, 2025, subject to the following conditions of approval:

1. That acceptance of said improvements is contingent upon the developer submitting a two-year warranty bond in the amount of \$1,390,820.00.

Letter of Credit Schedule							
Category	Improvement		Original	Current	% Complete	New	Reduced
	Amounts	LOC %	LOC Amount	LOC Amount		LOC Amount	LOC Amount
Landscaping - \$1,000/Unit	55,000.00	125%	68,750.00	68,750.00	0.00%	68,750.00	-
Road Improvements	543,213.00	150%	814,820.00	309,632.00	62.00%	309,632.00	-
Utility Improvements – (Storm Sewer)	492,846.00	150%	739,269.00	140,461.00	81.00%	140,461.00	-
Utility Improvements - (Watermain)	487,850.00	150%	731,775.00	73,178.00	100.00%	-	73,178.00
Utility Improvements – (Sanitary Sewer)	902,970.00	150%	1,354,455.00	135,446.00	100.00%	-	135,446.00
<b>Total</b>	<b>2,481,879.00</b>		<b>3,709,069.00</b>	<b>727,467.00</b>	<b>5.62%</b>	<b>518,843.00</b>	<b>208,624.00</b>

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 13<sup>th</sup> day of November 2025.

\_\_\_\_\_  
Shannon Klick, Mayor

ATTEST: \_\_\_\_\_ Stacie Brown, City Clerk



**STAFF REPORT**

**Meeting Date:** November 13, 2025

**ROGERS CITY COUNCIL**

**Agenda Item:** 5.13

**Subject:** Approval of Resolution 2025-89 Accepting Sanitary Sewer and Water Improvements for Continual Maintenance and Authorizing a Letter of Credit Reduction for Big Woods Crossings 2nd Addition.

**Prepared By:** Eric Burtness, Community Development Specialist

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### **Recommended Council Action**

Motion to approve Resolution No. 2025-89, reducing Wells Fargo Bank LOC No. IS000465056U from \$727,363.00 to \$535,639.00 and accepting the sanitary sewer and watermain improvements for continual maintenance as of November 13, 2025, subject to the conditions as listed in the resolution.

### **Overview / Background / Analysis**

Forestar (USA) Real Estate Group Inc., the developer of Big Woods Crossings 2nd Addition, entered into a Development Agreement dated July 5, 2025. The agreement included the installation of public improvements such as sanitary sewer and watermain infrastructure. The developer has substantially completed the water and sanitary sewer improvements for this addition. Based on review by the City's engineering staff, these improvements are deemed complete and eligible for ongoing maintenance by the City. Accordingly, the developer has requested a reduction in the LOC, originally \$4,159,618.00, now proposed to be reduced from \$727,363.00 to \$535,639.00. This reflects a reduction of \$191,724.00, corresponding to completed work. All other improvements remain incomplete and continue to be secured by the remaining LOC balance. The acceptance of utility improvements is subject to the receipt of a 2-year warranty bond for the improvements as listed as a condition of approval in the resolution.

### **Staff Recommendation**

Staff recommends approval of Resolution 2025-89 accepting the sanitary and water main improvements and authorizing a letter of credit reduction for Big Woods 2nd Addition, subject to the conditions as listed in the resolution.

**Financial Impact:** N/A

**Source Fund:** N/A

**Budgeted?** N/A

### **Supporting Documentation**

A. Resolution 2025-89 LOC Reduction Big Woods 2nd

**RESOLUTION NO. 2025-89**

**RESOLUTION ACCEPTING SANITARY SEWER AND WATER IMPROVEMENTS FOR CONTINUAL MAINTENANCE AND AUTHORIZING A LETTER OF CREDIT REDUCTION FOR BIG WOODS CROSSINGS 2<sup>nd</sup> ADDITION**

**WHEREAS**, in accordance with the Development Agreement dated July 5th, 2025, Forestar (USA) Real Estate Group, Inc., developer of Big Woods Crossings 2<sup>nd</sup> 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 Big Woods Crossings 2<sup>nd</sup> Addition are released, and Wells Fargo Bank Letter of Credit No. IS000465056U can be released from \$727,363.00 to \$535,639.00, subject to the following conditions of approval:

1. That the Letter of Credit in the original amount of \$4,159,618.00 is hereby reduced by \$191,724.00, and the new LOC amount shall be \$535,639.00.

**BE IT FURTHER RESOLVED**, that the sanitary sewer and water main improvements are accepted for continuous maintenance as of November 13, 2025, subject to the following conditions of approval:

1. The acceptance of said improvements is contingent upon the developer submitting a two-year warranty bond in the amount of \$1,278,162.

Letter of Credit Schedule							
Category	Improvement		Original	Current	% Complete	New	Reduced by
	Amounts	LOC %	LOC Amount	LOC Amount		LOC Amount	LOC Amount
Landscaping - \$1,000/Unit	82,000.00	125%	102,500.00	102,500.00	0.00%	102,500.00	-
Erosion Control	34,515.00	125%	43,144.00	9,060.00	79.00%	9,060.00	-
Road Improvements	714,687.00	150%	1,072,031.00	321,609.00	70.00%	321,609.00	-
Utility Improvements - (Storm Sewer)	683,134.00	150%	1,024,701.00	102,470.00	90.00%	102,470.00	-
Utility Improvements - (Watermain)	565,007.00	150%	847,511.00	84,751.00	100.00%	-	84,751.00
Utility Improvements - (Sanitary Sewer)	713,155.00	150%	1,069,733.00	106,973.00	100.00%	-	106,973.00
<b>Total</b>	<b>2,792,498.00</b>		<b>4,159,618.00</b>	<b>727,363.00</b>	<b>4.61%</b>	<b>535,639.00</b>	<b>191,724.00</b>

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 13<sup>th</sup> day of November 2025.

\_\_\_\_\_  
Shannon Klick, Mayor

ATTEST: \_\_\_\_\_  
Stacie Brown, City Clerk



**STAFF REPORT**

**Meeting Date:** November 13, 2025

**ROGERS CITY COUNCIL**

**Agenda Item:** 5.14

**Subject:** Approval of Resolution 2025-90 Authorizing a Letter of Credit Reduction for Big Woods Crossing 3rd Addition

**Prepared By:** Eric Burtness, Community Development Specialist

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### **Recommended Council Action**

Motion to approve Resolution No. 2025-90, reducing Wells Fargo Bank LOC No. IS000537085U for Big Woods Crossing 3rd Addition from \$1,697,513.00 to \$367,732.00 based on completed improvements.

### **Overview / Background / Analysis**

Forestar (USA) Real Estate Group Inc., the developer of Big Woods Crossings 3rd Addition, entered into a Development Agreement dated May 14, 2025. The developer has completed a substantial portion of the required improvements and submitted documentation to support a LOC reduction request. The original LOC was issued in the amount of \$1,697,513.00. Based on the percentage of completion for each category — including roads, storm sewer, watermain, sanitary sewer, erosion control, and landscaping — City engineering staff has verified the values and recommended a reduction of \$1,329,781.00. This results in a new LOC balance of \$367,732.00. Notably, this resolution does not include acceptance of public improvements at this time. Final inspections and as-builts will be required prior to any future releases or public acceptance.

### **Staff Recommendation**

Staff recommends approval of Resolution 20290 authorizing the LOC reduction for Big Woods Crossing 3rd Addition based on work completed to date. Final acceptance of improvements will be addressed through a future resolution once all requirements have been met.

**Financial Impact:** N/A

**Source Fund:** N/A

**Budgeted?** N/A

### **Supporting Documentation**

A. Resolution 2025-90 LOC Reduction Big Woods 3rd

**RESOLUTION NO. 2025-90**

**RESOLUTION AUTHORIZING A LETTER OF CREDIT REDUCTION FOR BIG WOODS CROSSING  
3<sup>RD</sup> ADDITION**

**WHEREAS**, in accordance with the Development Agreement dated May 14th, 2025, Forestar (USA) Real Estate Group, Inc., developer of Big Woods Crossings 3<sup>rd</sup> 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 Big Woods Crossings 3<sup>rd</sup> Addition are released, and Wells Fargo Bank Letter of Credit No. IS000537085U can be released from \$1,697,513.00 to \$367,732.00, subject to the following conditions of approval:

1. That the Letter of Credit in the original amount of \$1,697,512.00 is hereby reduced by \$1,329,781.00, and the new LOC amount shall be \$367,732.00.

Letter of Credit Schedule							
Category	Improvement		Original	Current	% Complete	New	Reduced by
	Amounts	LOC %	LOC Amount	LOC Amount		LOC Amount	LOC Amount
Landscaping - \$1,000/Unit	70,000.00	125%	87,500.00	87,500.00	0.00%	87,500.00	-
Erosion Control	7,042.66	125%	8,803.00	8,803.00	28.00%	6,338.00	2,465.00
Road Improvements	379,244.25	150%	568,866.00	568,866.00	70.00%	170,660.00	398,206.00
Utility Improvements - (Storm Sewer)	223,361.00	150%	335,042.00	335,042.00	90.00%	33,504.00	301,538.00
Utility Improvements - (Watermain)	238,325.00	150%	357,488.00	357,488.00	90.00%	35,749.00	321,739.00
Utility Improvements - (Sanitary Sewer)	226,542.73	150%	339,814.00	339,814.00	90.00%	33,981.00	305,833.00
<b>Total</b>	<b>1,144,515.64</b>		<b>1,697,512.00</b>	<b>1,697,513.00</b>	<b>78.34%</b>	<b>367,732.00</b>	<b>1,329,781.00</b>

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 13<sup>th</sup> day of November 2025.

\_\_\_\_\_  
Shannon Klick, Mayor

ATTEST: \_\_\_\_\_ Stacie Brown, City Clerk



**STAFF REPORT**

**Meeting Date:** November 13, 2025

**ROGERS CITY COUNCIL**

**Agenda Item:** 7.1

**Subject:** Approval to Hire ReAnna Groettum as the Administrative Assistant for City Hall

**Prepared By:** Brett Angell, Community Development Director

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**Recommended Council Action**

Motion to hire ReAnna Groettum as Administrative Assistant - City Hall for the City of Rogers.

**Overview / Background / Analysis**

At the October 14th meeting, Council authorized the advertisement for an Administrative Assistant for City Hall. The job was posted to our website and to the League of Minnesota Cities website. 97 applications were received and scored. Eight candidates were selected to receive a first-round interview, with four candidates receiving an in-person interview on November 6th. The panel consisting of Chief Farrens, CD Director Angell, Permit Technician Fessler, and Administrator Stahmer unanimously selected ReAnna Groettum as the successful candidate.

ReAnna's employment history includes the City of Elk River as a customer service representative for their municipal utilities department, the Elk River Furniture and Things Arena Customer Assistant and Ice Resurfacers, Sherburne County as a Financial Eligibility Specialist, and a Petroleum Supply Specialist for the U.S. Army in St. Paul.

ReAnna has strong experience working with software applications through a business administration certificate she received and has a strong customer service and conflict resolution background. ReAnna grew up in the surrounding area and has familiarity with the City and its current growth patterns. The position will serve a multi-departmental role assisting the Administration, Building, and Community Development departments.

**Staff Recommendation**

Motion to hire ReAnna Groettum as Administrative Assistant - City Hall for the City of Rogers.

**Financial Impact:**

**Source Fund:**

**Budgeted?** N/A

**Supporting Documentation**

None





**STAFF REPORT**

**Meeting Date:** November 13, 2025

**ROGERS CITY COUNCIL**

**Agenda Item:** 7.2

**Subject:** Consideration of a Concept Plan Application by Bader Companies and Ebert Companies for the Multifamily Housing Development at 21601 John Deere Lane (Willis Trucking Site)

**Prepared By:** Brett Angell, Community Development Director

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**Recommended Council Action**

Provide feedback on the proposed Concept Plan application and TIF assistance request by Bader Companies and Ebert Companies for the redevelopment of the property at 21601 John Deere Lane.

**Overview / Background / Analysis**

Bader Companies and Ebert Companies (collectively referred to as the "Developer") have submitted a concept plan application for the property located at 21601 John Deere Lane. The Developer is proposing to re-develop the existing industrial property into a market-rate multifamily residential development featuring 181 units and amenity features. The concept plan application allows for the Planning Commission and City Council to provide feedback on the proposed design prior to the finalization of the plans. There is no official action that is being taken with concept plans.

**Site Information**

21601 John Deere Lane ("Subject Property") is an approximately 4.6-acre parcel that is currently, and historically, being used for industrial purposes of heavy truck repair and service, as well as tire sales. The property is currently two parcels. The property features a steel building of approximately 12,500 and the rest of the property primarily is an unimproved class-5 area used for parking and storage. The site does have soil contamination from its past uses which would be remediated as part of a redevelopment.

The Subject Property is zoned and guided as DT- Downtown Mixed Use. This zoning and guidance is a mixed-use district which allows for a variety of uses, including primarily residential, office, and commercial use types. Per the previous Main Street/Downtown planning efforts the city has completed, the Subject Property has been shown as high-density residential. The proposed zoning and guidance allows for up to 40 units per acre. The proposed use for the redevelopment is consistent with the zoning and guidance for the property. The intention of the previous planning efforts to seek multifamily residential in this area was to further support the commercial uses nearby on Main Street.

Adjacent uses to the proposed site include industrial to the west, the railroad tracks to

the south, commercial and industrial to the east, and the future civic campus site to the north. Much of the existing industrial in the nearby area is legally nonconforming and planned for future redevelopment.

### **Site Plan Review**

The proposed site plan includes 181 units of market-rate residential with corresponding amenity features for residents. The proposed unit mix includes 22 alcove units, 18 studio units, 58 1-bedrooms, 12 1-bedroom + den, 62 2-bedrooms, and 9 3-bedrooms. The building is fairly centralized on the site in a somewhat H design. There is a centralized courtyard in the middle ground level with a pool and clubhouse for residents. The proposed development meets all code requirements as it pertains to setbacks.

The building ranges from three (3) stories abutting John Deere Lane to approximately 3.5-stories in height abutting the railroad track. Additionally, there is a level of underground parking in the development. The site currently slopes slightly down, explaining the reasoning for the height variation. The overall height is approximately 31 feet at the front, which is below the maximum height of 60 feet for the DT zoning district.

### **Parking and Access**

The proposed site plan includes a total of 358 spaces. This consists of 195 enclosed spaces in the underground ground with an additional 163 surface level spaces. The proposed number of spaces is very slightly below the 2 spaces per unit requirement of City Code. Staff are very comfortable with the proposed number of parking spaces for the proposed development, especially taking into consideration the variety of units proposed, which are studio, alcove and 1-bedroom units. Additionally, the proposed parking plan exceeds the number of enclosed spaces which would be required.

Access to the proposed development would be served off of John Deere Lane in two locations. John Deere Lane is currently a dead-end, so those coming to and from the site would utilize Main Street to access to John Deere Lane. Based on the current structure of the site and railroad to the site, the proposed access is logical for the development.

The developer is also seeking to install a sidewalk along John Deere Lane for a pedestrian connection from the building to Main Street. The pedestrian connection aligns with the overall downtown plans, which identify a need for sidewalk connections along John Deere Lane as the area redevelops.

### **Architectural Review**

The proposed materials for the facade of the building include a mix of brick, block, cement fiberboard, glazing and metal accents. The east side of the property has a concentration of brick, which is the primary portion of the building that would be visible from public right-of-way. The intention of concentrating brick to this portion of the building was in collaboration with staff direction in an effort to create district uniformity

for materials. Renderings for the proposed building are included for review.

**City Staff Review**

As part of the concept plan review, applications are reviewed from a high level by city departments for items that may be of a concern or to incorporate into future submittals. There were no major items of concern that were identified by any of the reviewing departments. Staff met with the developer throughout the process of design to ensure the proposed design is informed on city processes and code requirements. Some of the high level areas of comment from city staff included:

- Recommendation to include a traffic analysis with future submissions. While not a required element of future submissions, staff recommend including this information for analysis of any impacts to the surrounding area.
- Incorporation of evergreen or additional trees on the northeast portion of the site to add screening from the future police department location.
- Additional scoping and review of previously vacated utilities on the site.
- Providing a truck turning exhibit to ensure emergency vehicles can properly access all portions of the building.
- Recommendations for fire hydrant placements.

**Planning Commission Review**

This item was reviewed at the Monday, November 3rd Planning Commission meeting. At the meeting, there were no significant concerns that were mentioned. Questions related to the development primarily concentrated on the overall process related to traffic review, questions on connectivity of the area, and questions on the overall context of the surrounding uses. Overall, the Planning Commission expressed support of the proposed concept plan.

**Tax Increment Financing (TIF) Request**

As a part of this development proposal, the Developer has submitted a request for tax increment financing (TIF) assistance related to the development. The Developer has provided the necessary financial documentation and corresponding fees for the city and Ehlers, the City's fiscal consultant, to review the request. The proposed request corresponds to a redevelopment district - which is a district type that is utilized for the redevelopment of substandard properties into higher uses. Redevelopment districts have a maximum term of 26 years.

Following the financial review, the development has shown a need for assistance. Without assistance, the proposed development would likely not occur due to the financial characteristics. Current negotiations on assistance duration (and corresponding total TIF amount) are ongoing. The intention of the discussion around TIF for this proposal is to detail an openness to the use of TIF and general items which the council would like to see.

Additional consideration and items related to this TIF request and general information

related to TIF:

- **But-For Test:** For consideration for TIF, a development must meet a "but-for" test. Said test reviews proposed requests with the lens that the development would not occur but-for the use of public assistance. The proposed development meets the requirements for the but-for test and would not occur without assistance.
- **Redevelopment districts:** Redevelopment districts are commonly used for properties which are being redeveloped and the existing structure being demolished. Redevelopment districts aid in seeing properties redeveloped due to the added cost of redevelopment as compared to greenfield development. For the proposed development, the existing building was deemed substandard via LHB review of the property. Additionally, the property has soil contamination which will need to be remediated prior to development. Redevelopment districts also allow for full-market-rate developments, as compared to housing districts which have set affordability requirements.
- **Property Taxes:** Based upon city policies, TIF notes are only set as pay-as-you-go notes. This means that increment payments are based upon actual tax payments received. As a reminder, the use of TIF does not increase property taxes for other parcels nor do other property taxes pay for a TIF obligation. Increment is generated purely based off the TIF district and no other parcels.
- **Existing property taxes on the property would be frozen, and each taxing jurisdiction would still receive their share of these taxes.** The increase in property value (and subsequently property taxes) creates the tax increment, which would be dedicated to the project for the number of years defined or until the TIF note is paid off, whichever comes first.
- **Per TIF rules and city assistance policies, when TIF is granted to a project, the rate of return for a development is capped.** For this project, the rate of return would be set at between 8% - 8.5%. This rate of return is below what many developments receive.
- **The financial review of this development did include the redevelopment grant this project received from the Department of Employment and Economic Development.**

**Next Steps**

Following the full review of the concept plan by the City Council, the Developer will take the feedback and comments received to date and amend the plans if they deem they wish to continue moving forward. Future applications would include a new plat and site plan review. With the new plat, there would be a public hearing as part of the future plan review. It is anticipated the future land use applications will be submitted in the winter with the intention of beginning construction in Spring 2026, if approved.

**Staff Recommendation**

Staff recommends the City Council reviews and provides feedback on the proposed concept plan for the redevelopment of 21601 John Deere Lane into multifamily housing

and tax increment financing (TIF) request.

**Financial Impact:** Not applicable.

**Source Fund:** Not applicable.

**Budgeted?** N/A

**Supporting Documentation**

- A. Willis Trucking Concept Plan Project Narrative
- B. Location Map
- C. Concept Site Plan
- D. Architectural Plans
- E. Tax Increment Financing Run

# Willis Trucking Apartments Concept Plan

## Project Narrative

We are proposing the redevelopment of Willis Trucking into an 181-unit market rate apartment community on an approximately 4.61-acre site. The project is designed to integrate seamlessly into the broader reinvestment of the Main Street / downtown district of Rogers. With the coming public campus and this apartment project we are very excited to be part of an influx of energy and people in the area. The new development will be a 3-story building over a 1 level of underground parking. The unit mix will contain Alcove, Studio, 1-Bedroom, 2-Bedroom, and 3-Bedroom units. We are targeting 358 parking stalls in total – this is made up of 195 enclosed parking stalls and an additional 163 surface stalls outside the building. This would provide an overall parking ratio of just under 2:1.

The new building will be highly amenitized and with market standard unit finishes. We hope to provide amenities that could include a clubroom and lounge, outdoor terrace with grill stations and an outdoor pool, green space, pet spa, coffee lounge, secured building access, mail and package room, bike storage, work from home lounge, and a fitness center. Unit finishes may include the following: quartz countertops, 9' ceilings, large windows, kitchen islands, tile backsplash, stainless steel appliances, walk-in closets, balconies, washer and dryers, built in desks, and programmable thermostats.

The site is thoughtfully organized around two distinct courtyards – one front-facing along the public edge and another nestled within the interior of the development. The interior courtyard serves as a central amenity space for residents, fostering a sense of community and encouraging social interaction. The courtyard contains a pool area, outdoor eating and grilling areas, a fire pit, and places to socialize with residents and meet friends. Facing John Deere Lane, the front courtyard acts as a green buffer between the building and the street, offering an outdoor amenity for the residents and connection to the surrounding neighborhood. This courtyard also helps reduce the perceived mass of the building, creating a more approachable and human-scaled facade. Additionally, it provides an inviting outdoor amenity for residents and frames a clear, welcoming entry point at the project's arrival zone. Interior amenity areas connect to the courtyards creating a cohesive community atmosphere.

The building's exterior massing is carefully articulated at corners and endpoints to establish a hierarchy within the overall form. These shifts in volume, combined with strategic changes in materials, window rhythms, and balcony placements, contribute to the architectural character and visually break down the building's overall length. Individual balconies become front porches at the ground level and offer direct resident access providing greater connections to the overall development and increased activity for the site.

The property is zoned DT - Downtown District. Future land use is designated Mixed Use Downtown in the 2040 Comprehensive Plan. The Mixed-Use Downtown District allows for density of 8-40 units per acre. This new community development will have a density of 39 units per acre. The adjacent properties have the same current zoning and future land use guidance of either Mixed Use Downtown or High Density Residential. The development property is also identified as a Redevelopment Opportunity and Downtown Focus Area in the 2040 Comprehensive Plan as well as in the Downtown Master Plan. The proposed development is compatible with city code, zoning, and land use policies.

The development team consists of a partnership between Bader Companies and Ebert Companies. Together they will develop, construct, and own the property. Ebert Companies will be the general contractor and Bader

Companies will be the property manager who will oversee the day-to-day onsite management and maintenance of the community upon construction completion.

The new community will be completed in one phase with an anticipated construction start in spring 2026. Leasing is anticipated to begin in the summer of 2027. The building is anticipated to be completed in fall 2027, at which point will welcome the first residents.



Hino of Rogers

Allstate Peterbilt of Rogers

John Deere Ln

Unitech Electronic Contracting

Main St

Main St

John Deere Ln

Sniezek Group Agency  
Allstate Insurance

Physicians

Rogers Ace

Guadalajara Rogers Mexican Restaurant

Rogers Library -  
Hennepin County Library

Miller Ch

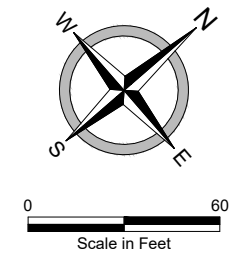
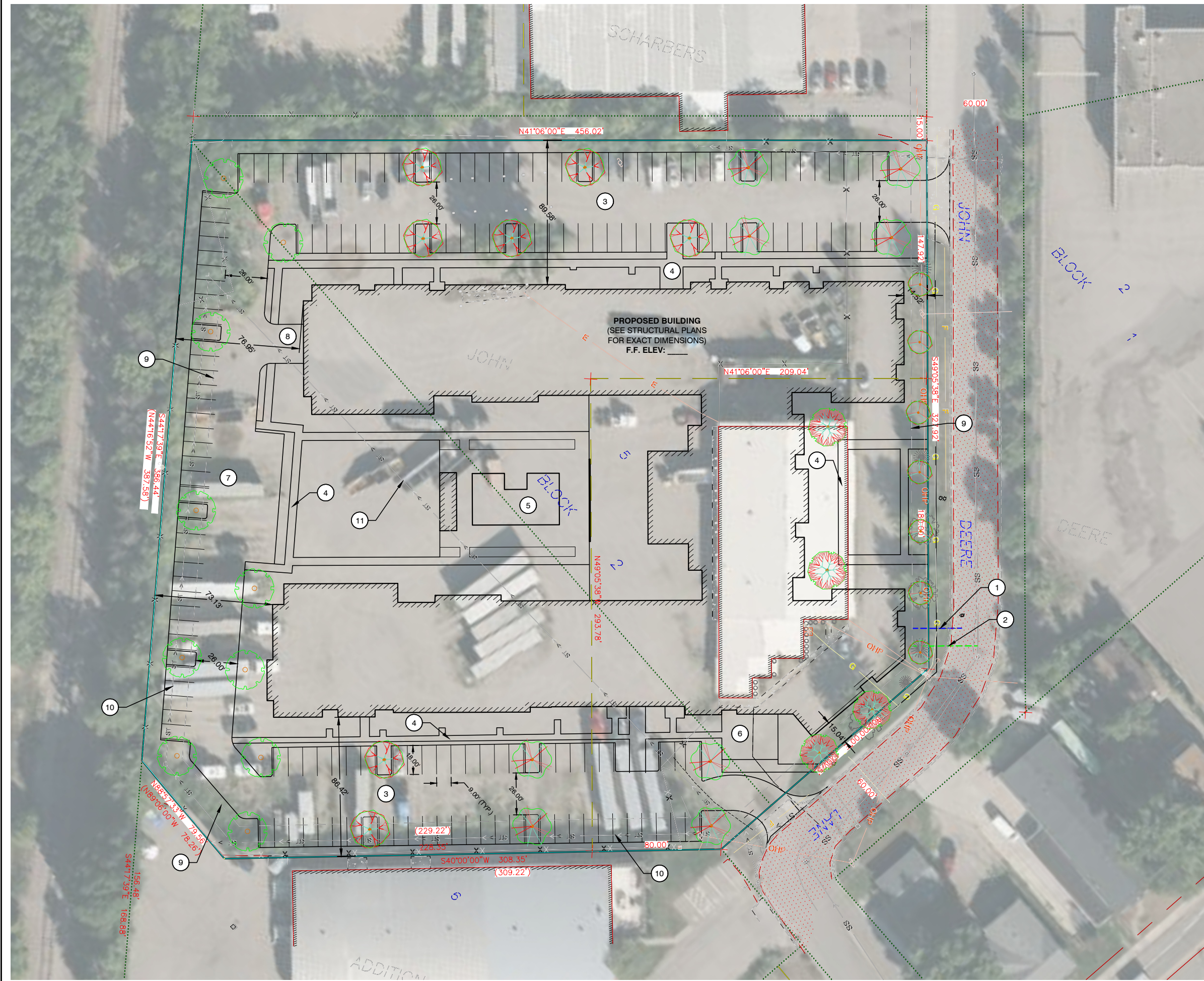
Heritage Place

John Millies Dr

Industrial Blvd

Pleasant Place

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PRELIMINARY

**SITE**

- 1 PROPOSED WATER SERVICE
- 2 PROPOSED SANITARY SERVICE
- 3 PROPOSED ASPHALT DRIVEWAY/PARKING LOT
- 4 PROPOSED CONCRETE SIDEWALK
- 5 PROPOSED OUTDOOR POOL
- 6 PROPOSED FRONT ENTRANCE
- 7 PROPOSED UNDERGROUND STORMWATER BMP
- 8 PROPOSED UNDERGROUND PARKING ENTRANCE
- 9 EXISTING D&U EASEMENT
- 10 EXISTING STORM SEWER
- 11 ABANDONED STORM SEWER



GENERAL  
 WILLIS TRUCKING SITE  
 JOHN DEERE LANE  
 ROGERS, MN  
 CONCEPT SITE PLAN

DATE:	---
REV DATE:	---
REV NUM:	---
RECORD:	---
PROJECT No.	---
MANAGER:	---
DESIGNER:	---
DRAFTER:	---
REVIEWER:	---

WILLIS TRUCKING SITE  
JOHN DEERE LANE  
ROGERS, MN









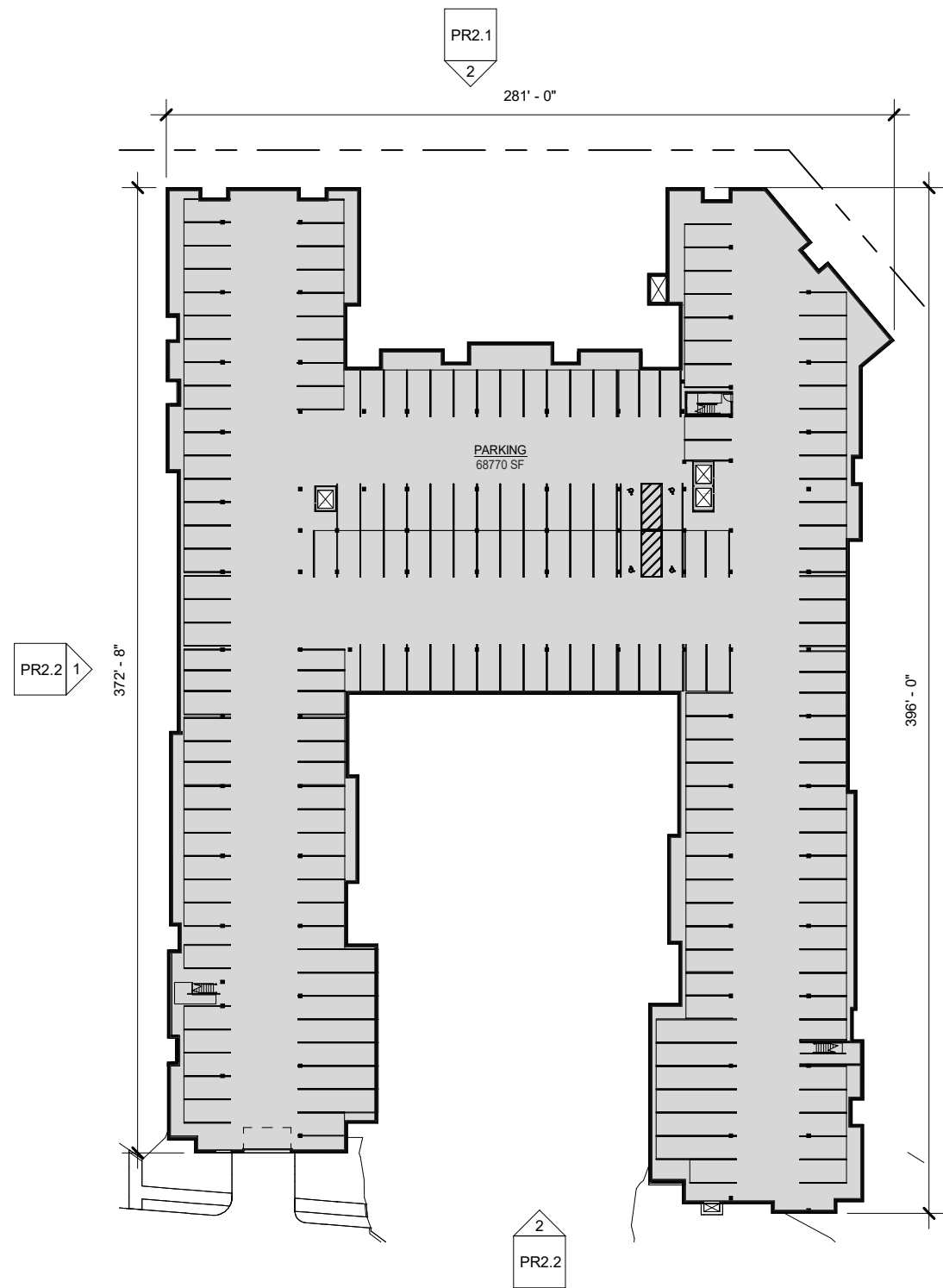




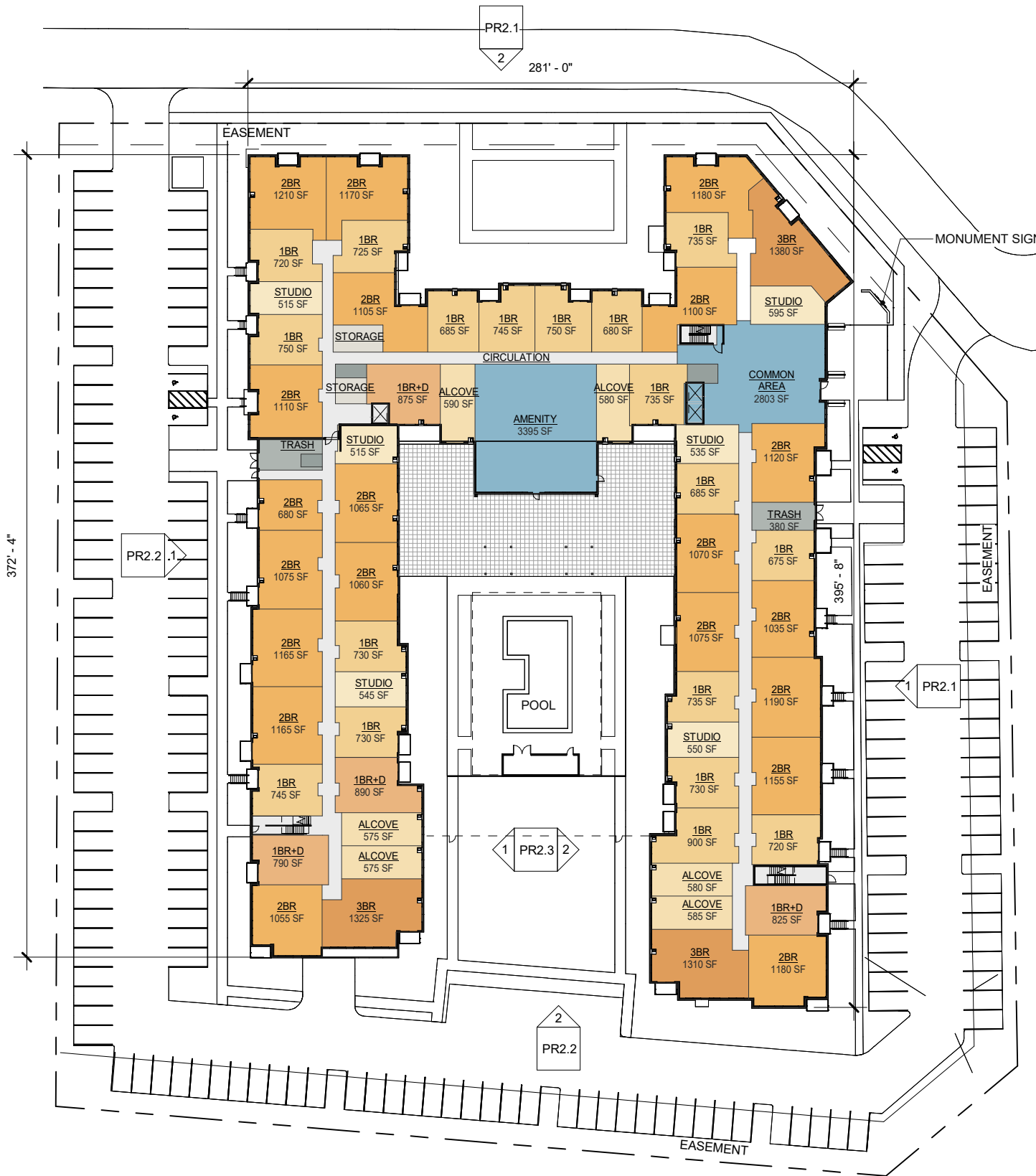


1 | SITE AND SURROUNDING AREA  
1" = 160'-0"





**2 LOWER LEVEL FLOOR PLAN**  
1/64" = 1'-0"



**1 LEVEL 1 FLOOR PLAN**  
1/64" = 1'-0"

LEVEL	AREA
LOWER LEVEL	68,770 SF
LEVEL 1	62,880 SF
LEVEL 2	61,840 SF
LEVEL 3	61,850 SF
<b>GRAND TOTAL</b>	<b>255,340 SF</b>

UNIT TYPE	#	%	AREA*
1BR	58	32%	43130 SF
1BR+D	12	7%	10155 SF
2BR	62	34%	68765 SF
3BR	9	5%	12055 SF
ALCOVE	22	12%	12830 SF
STUDIO	18	10%	9675 SF
<b>UNITS TOTAL</b>	<b>181</b>		<b>156615 SF</b>

PARKING LEVEL	#
LOWER LEVEL	195
SURFACE LOT	172
<b>TOTAL PARKING</b>	<b>367</b>

SEE CIVIL AND LANDSCAPE DRAWINGS FOR EXTERIOR IMPROVEMENTS AND BUILDING LOCATION





**1** **SOUTHEAST ELEVATION**  
1" = 30'-0"

EXTERIOR MATERIALS - SOUTHEAST		
SOUTHEAST		
BRICK	1670 SF	13.9%
BURNISHED BLOCK	214 SF	1.8%
FIBER CEMENT SIDING	6174 SF	51.3%
GLAZING	3772 SF	31.4%
METAL INSULATED DOOR	133 SF	1.1%
SF GLAZING	66 SF	0.5%
	12030 SF	

EXTERIOR MATERIALS - EAST		
EAST		
BRICK	1334 SF	49.3%
FIBER CEMENT SIDING	595 SF	22%
GLAZING	775 SF	28.7%
	2703 SF	



**2** **NORTHEAST ELEVATION**  
1" = 30'-0"

EXTERIOR MATERIALS - NORTHEAST		
NORTHEAST		
BRICK	3632 SF	41.5%
FIBER CEMENT SIDING	2581 SF	29.5%
GLAZING	2535 SF	29%
	8748 SF	



**1 | NORTHWEST ELEVATION**  
1" = 30'-0"

EXTERIOR MATERIALS - NORTHWEST		
NORTHWEST		
BRICK	3276 SF	23.5%
BURNISHED BLOCK	699 SF	5%
FIBER CEMENT SIDING	5902 SF	42.4%
GLAZING	3770 SF	27.1%
METAL INSULATED DOOR	271 SF	1.9%
	13920 SF	



**2 | SOUTH ELEVATION**  
1" = 30'-0"

EXTERIOR MATERIALS - SOUTHWEST		
SOUTHWEST		
BURNISHED BLOCK	1265 SF	11.7%
FIBER CEMENT SIDING	6151 SF	56.8%
GLAZING	3059 SF	28.3%
SF GLAZING	348 SF	3.2%
	10823 SF	



**1** COURTYARD - NW SIDE  
1" = 30'-0"

EXTERIOR MATERIALS - COURTYARD NW SIDE		
COURTYARD - NW SIDE		
BRICK	1148 SF	9.1%
BURNISHED BLOCK	517 SF	4.1%
FIBER CEMENT SIDING	8022 SF	63.4%
GLAZING	2973 SF	23.5%
	12661 SF	



**2** COURTYARD SE SIDE  
1" = 30'-0"

EXTERIOR MATERIALS - COURTYARD SE SIDE		
COURTYARD - SE SIDE		
BRICK	883 SF	7.6%
BURNISHED BLOCK	541 SF	4.7%
FIBER CEMENT SIDING	6963 SF	59.9%
GLAZING	3242 SF	27.9%
	11629 SF	

## Bader / Ebert Apartments - No Inflation

City of Rogers, MN

181 Apartment Units



### ASSUMPTIONS AND RATES

DistrictType:	Redevelopment
District Name/Number:	
County District #:	
First Year Construction or Inflation on Value	2026
Existing District - Specify No. Years Remaining	
Inflation Rate - Every Year:	3.00%
Interest Rate:	5.50%
Present Value Date:	1-Aug-27
First Period Ending	1-Feb-28
Tax Year District was Certified:	Pay 2025
Cashflow Assumes First Tax Increment For Development:	2028
Years of Tax Increment	26
Assumes Last Year of Tax Increment	2053
Fiscal Disparities Election [Outside (A), Inside (B), or NA]	Inside(B)
Incremental or Total Fiscal Disparities	Incremental
Fiscal Disparities Contribution Ratio	37.7232% Pay 2025
Fiscal Disparities Metro-Wide Tax Rate	123.8880% Pay 2025
Maximum/Frozen Local Tax Rate:	107.382% Pay 2025
Current Local Tax Rate: (Use lesser of Current or Max.)	107.382% Pay 2025
State-wide Tax Rate (Comm./Ind. only used for total taxes)	28.8570% Pay 2025
Market Value Tax Rate (Used for total taxes)	0.25349% Pay 2025

Tax Rates		
Exempt Class Rate (Exempt)		0.00%
Commercial Industrial Preferred Class Rate (C/I Pref.)		
First \$150,000		1.50%
Over \$150,000		2.00%
Commercial Industrial Class Rate (C/I)		2.00%
Rental Housing Class Rate (Rental)		1.25%
Affordable Rental Housing Class Rate (Aff. Rental)		
First \$100,000		0.25%
Over \$100,000		0.25%
Non-Homestead Residential (Non-H Res. 1 Unit)		
First \$500,000		1.00%
Over \$500,000		1.25%
Homestead Residential Class Rate (Hmstd. Res.)		
First \$500,000		1.00%
Over \$500,000		1.25%
Agricultural Non-Homestead		1.00%

### BASE VALUE INFORMATION (Original Tax Capacity)

Map ID	PID	Owner	Address	Land Market Value	Building Market Value	Total Market Value	Percentage Of Value Used for District	Original Market Value	Tax Year Original Market Value	Property Tax Class	Current Original Tax Capacity	Class After Conversion	After Conversion Orig. Tax Cap.	Area/ Phase
1	23-120-23-24-0046	Willis Enterprises	21601 John Deer Ln	242,000	713,000	955,000	100%	955,000	Pay 2025	C/I	19,100	Rental	11,938	1
2	23-120-23-24-0047	Willis Enterprises	21601 John Deer Ln	733,000	0	733,000	100%	733,000	Pay 2025	C/I	14,660	Rental	9,163	
				<b>975,000</b>	<b>713,000</b>	<b>1,688,000</b>		<b>1,688,000</b>			<b>33,760</b>		<b>21,100</b>	

**Note:**

1. Base values are for pay 2026 based on review of County website on 10-8-25.
2. Located in SD #728, WS #2

## Bader / Ebert Apartments - No Inflation

City of Rogers, MN  
181 Apartment Units



PROJECT INFORMATION (Project Tax Capacity)													
Area/Phase	New Use	Estimated Market Value Per Sq. Ft./Unit	Taxable Market Value Per Sq. Ft./Unit	Total Sq. Ft./Units	Total Taxable Market Value	Property Tax Class	Project Tax Capacity	Project Tax Capacity/Unit	Percentage Completed 2026	Percentage Completed 2027	Percentage Completed 2028	Percentage Completed 2029	First Year Full Taxes Payable
	Apartments	230,000	230,000	181	41,630,000	Rental	520,375	2,875	25%	75%	100%	100%	2030
<b>TOTAL</b>					<b>41,630,000</b>		<b>520,375</b>						
Subtotal Residential				181	41,630,000		520,375						
Subtotal Commercial/Ind.				0	0		0						

**Note:**

1. Market values are based upon estimates from the County Assessor

TAX CALCULATIONS									
New Use	Total Tax Capacity	Fiscal Disparities Tax Capacity	Local Tax Capacity	Local Property Taxes	Fiscal Disparities Taxes	State-wide Property Taxes	Market Value Taxes	Total Taxes	Taxes Per Sq. Ft./Unit
Apartments	520,375	0	520,375	558,789	0	0	105,528	664,317	3,670.26
<b>TOTAL</b>	<b>520,375</b>	<b>0</b>	<b>520,375</b>	<b>558,789</b>	<b>0</b>	<b>0</b>	<b>105,528</b>	<b>664,317</b>	

**Note:**

1. Taxes and tax increment will vary significantly from year to year depending upon values, rates, state law, fiscal disparities and other factors which cannot be predicted.

WHAT IS EXCLUDED FROM TIF?	
Total Property Taxes	664,317
less State-wide Taxes	0
less Fiscal Disp. Adj.	0
less Market Value Taxes	(105,528)
less Base Value Taxes	(22,658)
<b>Annual Gross TIF</b>	<b>536,131</b>



Bader / Ebert Apartments - No Inflation  
 City of Rogers, MN  
 181 Apartment Units

TAX INCREMENT CASH FLOW														
% of OTC	Project Tax Capacity	Original Tax Capacity	Fiscal Disparities Incremental	Captured Tax Capacity	Local Tax Rate	Annual Gross Tax Increment	Semi-Annual Gross Tax Increment	State Auditor 0.36%	Admin. at 10%	Semi-Annual Net Tax Increment	Semi-Annual Present Value	PERIOD ENDING Yrs.	Tax Year	Payment Date
100%	130,094	(21,100)	-	108,994	107.382%	117,040	58,520	(211)	(5,831)	52,478	49,707	0.5	2028	02/01/28
100%	390,281	(21,100)	-	369,181	107.382%	396,434	58,520	(211)	(5,831)	52,478	98,083	1	2028	02/01/29
100%	520,375	(21,100)	-	499,275	107.382%	536,131	198,217	(714)	(19,750)	177,753	257,557	1.5	2029	08/01/29
100%	535,986	(21,100)	-	514,886	107.382%	552,895	198,217	(714)	(19,750)	177,753	412,763	2	2029	02/01/30
100%	552,066	(21,100)	-	530,966	107.382%	570,162	268,066	(965)	(26,710)	240,391	617,043	2.5	2030	08/01/30
100%	568,628	(21,100)	-	547,528	107.382%	587,946	268,066	(965)	(26,710)	240,391	815,856	3	2030	02/01/31
100%	585,687	(21,100)	-	564,587	107.382%	606,264	276,448	(995)	(27,545)	247,907	1,015,398	3.5	2031	08/01/31
100%	603,257	(21,100)	-	582,157	107.382%	625,132	276,448	(995)	(27,545)	247,907	1,209,600	4	2031	02/01/32
100%	621,355	(21,100)	-	600,255	107.382%	644,566	285,081	(1,026)	(28,405)	255,649	1,404,506	4.5	2032	08/01/32
100%	639,996	(21,100)	-	618,896	107.382%	664,582	285,081	(1,026)	(28,405)	255,649	1,594,196	5	2032	02/01/33
100%	659,195	(21,100)	-	638,095	107.382%	685,200	293,973	(1,058)	(29,291)	263,623	1,784,568	5.5	2033	08/01/33
100%	678,971	(21,100)	-	657,871	107.382%	706,435	293,973	(1,058)	(29,291)	263,623	1,969,844	6	2033	02/01/34
100%	699,340	(21,100)	-	678,240	107.382%	728,308	303,132	(1,091)	(30,204)	271,837	2,155,780	6.5	2034	08/01/34
100%	720,321	(21,100)	-	699,221	107.382%	750,837	303,132	(1,091)	(30,204)	271,837	2,336,739	7	2034	02/01/35
100%	741,930	(21,100)	-	720,830	107.382%	774,042	312,566	(1,125)	(31,144)	280,297	2,518,336	7.5	2035	08/01/35
100%	764,188	(21,100)	-	743,088	107.382%	797,943	312,566	(1,125)	(31,144)	280,297	2,695,073	8	2035	02/01/36
100%	787,114	(21,100)	-	766,014	107.382%	822,561	322,283	(1,160)	(32,112)	289,010	2,872,427	8.5	2036	08/01/36
100%	810,727	(21,100)	-	789,627	107.382%	847,918	322,283	(1,160)	(32,112)	289,010	3,045,034	9	2036	02/01/37
100%	835,049	(21,100)	-	813,949	107.382%	874,035	332,291	(1,196)	(33,109)	297,985	3,218,238	9.5	2037	08/01/37
100%	860,101	(21,100)	-	839,001	107.382%	900,936	332,291	(1,196)	(33,109)	297,985	3,386,807	10	2037	02/01/38
100%	885,904	(21,100)	-	864,804	107.382%	928,643	342,600	(1,233)	(34,137)	307,230	3,555,953	10.5	2038	08/01/38
100%	912,481	(21,100)	-	891,381	107.382%	957,182	342,600	(1,233)	(34,137)	307,230	3,720,573	11	2038	02/01/39
100%	939,855	(21,100)	-	918,755	107.382%	986,578	353,218	(1,272)	(35,195)	316,752	3,885,752	11.5	2039	08/01/39
100%	968,051	(21,100)	-	946,951	107.382%	1,016,855	353,218	(1,272)	(35,195)	316,752	4,046,510	12	2039	02/01/40
100%	997,092	(21,100)	-	975,992	107.382%	1,048,040	364,154	(1,311)	(36,284)	326,559	4,207,810	12.5	2040	08/01/40
100%	1,027,005	(21,100)	-	1,005,905	107.382%	1,080,161	364,154	(1,311)	(36,284)	326,559	4,364,792	13	2040	02/01/41
							375,419	(1,352)	(37,407)	336,660	4,522,300	13.5	2041	08/01/41
							375,419	(1,352)	(37,407)	336,660	4,675,591	14	2041	02/01/42
							387,021	(1,393)	(38,563)	347,065	4,829,391	14.5	2042	08/01/42
							387,021	(1,393)	(38,563)	347,065	4,979,075	15	2042	02/01/43
							398,972	(1,436)	(39,754)	357,782	5,129,250	15.5	2043	08/01/43
							398,972	(1,436)	(39,754)	357,782	5,275,407	16	2043	02/01/44
							411,281	(1,481)	(40,980)	368,820	5,422,040	16.5	2044	08/01/44
							411,281	(1,481)	(40,980)	368,820	5,564,749	17	2044	02/01/45
							423,959	(1,526)	(42,243)	380,189	5,707,919	17.5	2045	08/01/45
							423,959	(1,526)	(42,243)	380,189	5,847,258	18	2045	02/01/46
							437,017	(1,573)	(43,544)	391,900	5,987,045	18.5	2046	08/01/46
							437,017	(1,573)	(43,544)	391,900	6,123,090	19	2046	02/01/47
							450,468	(1,622)	(44,885)	403,962	6,259,569	19.5	2047	08/01/47
							450,468	(1,622)	(44,885)	403,962	6,392,396	20	2047	02/01/48
							464,322	(1,672)	(46,265)	416,385	6,525,643	20.5	2048	08/01/48
							464,322	(1,672)	(46,265)	416,385	6,655,324	21	2048	02/01/49
							478,591	(1,723)	(47,687)	429,181	6,785,413	21.5	2049	08/01/49
							478,591	(1,723)	(47,687)	429,181	6,912,020	22	2049	02/01/50
							493,289	(1,776)	(49,151)	442,362	7,039,023	22.5	2050	08/01/50
							493,289	(1,776)	(49,151)	442,362	7,162,627	23	2050	02/01/51
							508,427	(1,830)	(50,660)	455,937	7,286,614	23.5	2051	08/01/51
							508,427	(1,830)	(50,660)	455,937	7,407,283	24	2051	02/01/52
							524,020	(1,886)	(52,213)	469,920	7,528,324	24.5	2052	08/01/52
							524,020	(1,886)	(52,213)	469,920	7,646,126	25	2052	02/01/53
							540,080	(1,944)	(53,814)	484,323	7,764,288	25.5	2053	08/01/53
							540,080	(1,944)	(53,814)	484,323	7,879,288	26	2053	02/01/54
<b>Total</b>							<b>19,206,827</b>	<b>(69,145)</b>	<b>(1,913,768)</b>	<b>17,223,914</b>				
<b>Present Value From 08/01/2027</b>							<b>8,786,395</b>	<b>(31,631)</b>	<b>(875,476)</b>	<b>7,879,288</b>				
<b>Present Value Rate</b>							<b>5.50%</b>							



## STAFF REPORT

Meeting Date: November 13, 2025

## ROGERS CITY COUNCIL

Agenda Item: 7.3

**Subject:** Consider Resolution 2025-84 Approving Variance for Miller Chevrolet to Replace Pylon Sign Face with Larger EMC Panel

**Prepared By:** Alec Henderson, City Planner

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### **Recommended Council Action**

Consider Approval of Resolution 2025-84, Approving Variance for Miller Chevrolet to Replace Pylon Sign Face with Larger EMC Panel, subject to the terms and conditions as listed in the resolution.

### **Overview / Background / Analysis**

Thomas Miller of Miller Chevrolet (Applicant) submitted a variance application for the property at 21150 John Milless Drive (Subject Property). The request is to replace an existing electronic message center (EMC) face on a freestanding sign. The existing sign is 126 square feet and currently 41 feet tall. The proposed new EMC panel measures 8'-5" by 25'-2" (211 square feet), which exceeds the City's 120-square-foot limit for sign faces in the LC district. Additionally, due to the sign face being taller, the total height would increase from 41 feet to 43 feet tall. The location of the sign is unchanged.

Variances are to be processed and considered based on section 125-42 and Minnesota Statute § 462.357. The applicant must adequately demonstrate "practical difficulties" in order to get relief from the code. The Planning Commission in this case recommended approval 5-2. The attached resolution is for approval.

### **Primary Issues**

1. Land Use and Zoning
2. Accessory Structure Standards
3. Criteria for Granting Approval

### **Analysis of Primary Issues**

1. Land Use and Zoning

The Subject Property is the site of an auto sales use, Miller Chevrolet. The property is zoned Local Employment Center (LC). The 2040 Comprehensive Plan land use designation is Commercial. Signage is a typical commercial improvement.

***The type of use is allowed by both the Comprehensive Plan and Zoning.***

## 2. Applicable Standards.

Chapter 113 (Signs) regulates size and height of freestanding and electronic message center signs. Section 113 permits freestanding signs on freeway-adjacent parcels to a maximum of 30 feet in height and limits EMCs to 120 square feet in area. Section 125-42 (Variances) and Minnesota Statutes §462.357 establish variance criteria requiring harmony with the ordinance and Comprehensive Plan, the presence of practical difficulties, and protection of the area's essential character. The sign is currently considered legal non-conforming in height and sign face size per section 125-41 and requires a variance in order for the sign face to be expanded.

## 3. Criteria for Granting Variances

The City shall make findings of fact that the proposed variance is pursuant, but not limited to the following considerations [§125-42(c)]:

- (1) Variances shall only be permitted when they are in harmony with the general purpose and intent of city code and consistent with the comprehensive plan.
  - (2) Variances may only be permitted when the applicant establishes that there are non-economic practical difficulties in complying with the zoning ordinance, meaning the property owner proposes to use the lot or parcel in a reasonable manner not permitted by the zoning code.
  - (3) The plight of the property owner must be due to circumstances that are unique to the lot or parcel and is not created by the property owner.
  - (4) The variances must not alter the essential character of the locality including all zoning district and overlay district provisions.
- Rogers code also includes the following variance standards (beyond state statute):
- (5) Under the circumstances, the public interest underlying the proposed variance outweighs the public interest underlying the particular regulation for which the variance is granted; and
  - (6) The granting of the variance will not be injurious to other property and will not prevent the orderly subdivision of other property in the area in accordance with these regulations.

The requests are dealt with on its own merits. The Planning Commission should consider if the requests meet the variance criteria listed above. The following should be considered with determining the request. The key factors for approving a variance really come down to: 1. Does the proposal put property to use in a *reasonable manner*? 2. Are there *unique circumstances* to the property not created by the landowner? 3. Will the variance, if granted, alter the *essential character* of the locality? State statute specifically notes that economic considerations alone cannot create practical difficulties.

### **Applicants Reasoning:**

The applicant provides details to his reasoning for the need of the variance in the

attached application. Staff will summarize the applicants reasoning regarding 1. Reasonableness, 2. Unique Circumstances, 3. Essential Character.

1. The request is consistent with City Code and the Comprehensive plan. Signage is a typical commercial improvement, especially in a highway corridor that relies on visual advertisements and the sign is related to the existing use on site.
2. Reasonableness. The request is reasonable due to the high speed of the adjacent interstate and the 500 yards of interstate frontage to increase legibility from both east and west-bound motorists.
3. Unique Circumstances. The interstate and frontage, and large amount of high speed traffic (70+ miles an hour) is unique to the property and not created by the owner.
4. Essential Character. There is existing signage of similar size along the corridor and the 2-foot increase in height and increase in face improves legibility without introducing additional clutter.
5. Public Interest. Larger signage may enhance driver safety by improving readability at higher speeds. With an EMC meeting the requirements of code, impacts to surrounding property will be minimal.

### **Planning Commission Review**

This variance request was reviewed at the Monday, November 3rd meeting of the Planning Commission. The Commission asked questions pertaining to overall conformance to other signs within the area and general review of the proposed request compared to the new sign code which was recently adopted. Ultimately, the Planning Commission recommended approval of the proposed variance on a 5-2 vote.

### **Staff Recommendation**

Staff recommend approval of Resolution 2025-84 approving a variance for Miller Chevrolet to replace the pylon sign face with a larger EMC panel subject to the following conditions of approval:

1. Scope. This approval authorizes the replacement of the existing EMC face to a total digital display area of 211 square feet and an overall freestanding sign height not to exceed 43 feet.
2. Nonconforming height and face size. The existing sign is legally nonconforming; this variance authorizes an increase in height from 41 feet to 43 feet and increase of sign face to 211 square feet. Any future expansion or structural modification shall require separate review and approval.
3. Brightness and dimming. The sign shall include automatic brightness adjustment to comply with Chapter 113 brightness limits and shall not cause glare or visual distraction to motorists.
4. Display Behavior. Each digital message shall remain static for a minimum dwell time of ten (10) seconds, with transitions occurring instantaneously. Flashing, scrolling, or full-motion video shall be prohibited.

5. Malfunction Default. In the event of malfunction, the EMC shall default to a blank display.
6. Maintenance. The sign structure and display components shall be maintained in good repair, consistent with applicable codes.
7. Permits. A sign and electrical permit shall be obtained prior to installation, and the sign shall meet all applicable building and electrical codes.
8. Future Modifications. Any future increase in sign area, height, or additional sign cabinet components shall require City review and possible variance amendment.

**Financial Impact:** NA

**Source Fund:** NA

**Budgeted?** N/A

**Supporting Documentation**

- A. Resolution No. 2025-84 Miller Chev - Sign Variance
- B. MillerChevrolet-SignVarianceRequest OCR

**RESOLUTION NO. 2025-84**

**A RESOLUTION GRANTING APPROVAL OF VARIANCES  
TO ALLOW AN INCREASE IN ELECTRONIC MESSAGE CENTER SIGN FACE AND  
SIGN HEIGHT AT 21150 JOHN MILLESS DRIVE (MILLER CHEVROLET)**

**WHEREAS**, Miller Chevrolet (“Applicant”) submitted an application to the City of Rogers (“City”), requesting approval of variances for the purpose replacing an existing electronic message center (EMC) (“Structure”) exceeding the allowable sign face square footage and height; and,

**WHEREAS**, the property is zoned Local Employment Center (“LC”), located at 21150 John Milles Dr (“Subject Property”) (PID: 2312023140013) on 10.4 acres of land; and,

**WHEREAS**, Rogers City Code Chapter 113 regulates sign area and height, providing that electronic message center signs shall not exceed 120 square feet in display area, and freestanding signs located on parcels abutting the Interstate 94 freeway may be constructed to a maximum height of 30 feet, provided they meet all other applicable standards; and,

**WHEREAS**, the existing freestanding sign on the subject parcel is legally nonconforming with a current height of approximately 41 feet and a total EMC area of 126 square feet, which is legally non-conforming; and,

**WHEREAS**, the applicant proposes to replace the EMC face with a larger 211-square-foot panel and increase the total sign height from 41 feet to approximately 43 feet to accommodate the new panel which requires a variance per Section 125-42; and,

**WHEREAS**, pursuant to Minnesota Statute §462.357 the Planning Commission (“Commission”) held a Public Hearing (“Hearing”) on September 9, 2024 to consider and receive public comment on said request; and,

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

**WHEREAS**, public comment was received and taken into consideration by the Commission; and,

**WHEREAS**, following the Hearing the Commission recommending approval of the said request for the located of the Structure was based on the following findings of fact:

**FACTS**

1. AMM Properties, LLC is the owner of and Miller Chevrolet is the business operating on the parcel of land located at 21150 John Milles Drive/20900 Church Ave, Rogers MN 55374; and,
2. The subject property where the sign is located is legally described as found on Exhibit A; and,

3. The Applicant has applied to the City for a variances to replace the EMC face with a larger 211-square-foot panel and increase the total sign height from 41 feet to approximately 43 feet to accommodate the new panel as shown in Exhibit B.
4. The proposal would variance from Chapter 113 Signs for the LC district in that sign exceeds 120 square feet in display area, and height of 30 ft (abutting I-94).
5. Following a public hearing on the application, the Rogers Planning Commission has recommended approval of the variance on November 3, 2025.
6. The City Council of the City of Rogers reviewed the requested variance at its November 11, 2025 meeting.

#### **APPLICABLE LAW**

7. Minnesota Statute Section 462.357, subd. 6 provides:
  - a. Variances shall only be permitted (a) when they are in harmony with the general purposes and intent of the ordinance and (b) when the variances are consistent with the comprehensive plan.
  - b. Variances may be granted when the applicant for the variance establishes that there are practical difficulties in complying with the zoning ordinance. "Practical difficulties," as used in connection with the granting of a variance, means that (a) the property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance; (b) the plight of the landowner is due to circumstances unique to the property not created by the landowner; and (c) the variance, if granted, will not alter the essential character of the locality.
8. City Ordinance Section 125-42(c) allows variances if:
  - a. Variances shall only be permitted when they are in harmony with the general purpose and intent of City code and consistent with the comprehensive plan.
  - b. Variances may only be permitted when the applicant establishes that there are non-economic undue hardship in complying with the zoning ordinance, meaning the property owner proposes to use the lot or parcel in a reasonable manner not permitted by the zoning code.
  - c. The plight of the property owner must be due to circumstances that are unique to the lot or parcel and is not created by the property owner.
  - d. The variances must not alter the essential character of the locality including all zoning district and overlay district provisions.
  - e. Under the circumstances, the public interest underlying the proposed variance outweighs the public interest underlying the particular regulation for which the variance is granted; and
  - f. The granting of the variance will not be injurious to other property and will not prevent the orderly subdivision of other property in the area in accordance with these regulations.

#### **CONCLUSIONS OF LAW**

9. The request is consistent with City Code and the Comprehensive plan. Signage is a typical commercial improvement, especially in a highway corridor that relies on visual advertisements and the sign is related to the existing use on site.
10. Reasonableness. The request is reasonable due to the high speed of the adjacent interstate and the 500 yards of interstate frontage to increase legibility from both east and west bound motorists.

11. Unique Circumstances. The interstate and frontage, and large amount of high-speed traffic (70+ miles an hour) is unique to the property and not created by the owner.
12. Essential Character. There is existing signage of similar size along the corridor and the 2-foot increase in height and increase in face improves legibility without introducing additional clutter.
13. Public Interest. Larger signage may enhance driver safety by improving readability at higher speeds. With an EMC meeting the requirements of code, impacts to surrounding property will be minimal.

**NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF ROGERS, MINNESOTA,** that the variance request by Miller Chevrolet to allow an increase in electronic message center display area from 120 square feet to 211 square feet, and to allow a total sign height of 43 feet on a legally nonconforming freestanding sign at 21150 John Milless Drive, is hereby APPROVED subject to the following conditions:

1. Scope. This approval authorizes the replacement of the existing EMC face to a total digital display area of 211 square feet and an overall freestanding sign height not to exceed 43 feet.
2. Nonconforming Height and Face size. The existing sign is legally nonconforming; this variance authorizes an increase in height from 41 feet to 43 feet and increase of sign face to 211 square feet. Any future expansion or structural modification shall require separate review and approval.
3. Brightness and dimming. The sign shall include automatic brightness adjustment to comply with Chapter 113 brightness limits and shall not cause glare or visual distraction to motorists.
4. Display Behavior. Each digital message shall remain static for a minimum dwell time of ten (10) seconds, with transitions occurring instantaneously. Flashing, scrolling, or full-motion video shall be prohibited.
5. Malfunction Default. In the event of malfunction, the EMC shall default to a blank display.
6. Maintenance. The sign structure and display components shall be maintained in good repair, consistent with applicable codes.
7. Permits. A sign and electrical permit shall be obtained prior to installation, and the sign shall meet all applicable building and electrical codes.
8. Future Modifications. Any future increase in sign area, height, or additional sign cabinet components shall require City review and possible variance request.

Moved by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_

The following voted in favor of said resolution:

The following voted against the same:

The following abstained:

Whereupon said resolution was declared duly passed and adopted, and was signed by the Mayor, and attested by the City Clerk dated this 11<sup>th</sup> day of November, 2025.

\_\_\_\_\_  
Shannon Klick, Mayor

ATTEST:

\_\_\_\_\_  
Stacie Brown, City Clerk

## EXHIBIT A

### LEGAL DESCRIPTION

That part of Outlot A, Rogers Plaza, and that part of the Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$  of NE $\frac{1}{4}$ ) of Section 23, Township 120 North, Range 23 West, Hennepin County, Minnesota, described as follows:

Commencing at the most westerly corner of Lot 11, Block 1, Rogers Plaza;  
Thence South 51 degrees 21 minutes 39 seconds East, along the southwesterly line of said Lot 11, a distance of 73.69 feet;  
Thence southeasterly along the southwesterly line of said Lot 11 and along the westerly line of said Outlot A, a distance of 191.28 feet to the actual point of beginning;  
Thence North 38 degrees 38 minutes 21 seconds East, a distance of 289.46 feet to the southwesterly line of Interstate Highway No. 94;  
Thence southeasterly along said southwesterly highway line to the south line of the Southeast Quarter of the Northeast Quarter of Section 23;  
Thence westerly along said south line to the east corner of Rogers Plaza;  
Thence northerly to the southeast corner of Outlot A, Rogers Plaza;  
Thence westerly to the southwest corner thereof;  
Thence northerly along the west line of said Outlot A to the point of beginning;  
Except road.

Abstract Property.

PID # 23-120-23-14-0013

**EXHIBIT B**  
**VARIANCE REQUEST**



**ZONING & LAND USE APPLICATION**  
**VARIANCE**

PROPERTY INFORMATION	
Property Address	21150 John Milless Drive, Rogers MN 55374
Parcel ID Number	

APPLICANT INFORMATION	
Name	Thomas Miller
Address	21150 John Milless Dr. Rogers MN 55374
Phone	Work: 763-515-5148
Email	tomm@millerchev.com

OWNER INFORMATION	
Name	Thomas Miller
Address	21150 John Milless Dr. Rogers MN 55374
Phone	Work: 763-515-5148
Email	tomm@millerchev.com

VARIANCE REQUEST
Please provide specific detail regarding the specific deviations and requested variances on the worksheet below. If there is not enough room, please provide a separate narrative. Staff may request additional information.

FEES			
Application	\$400	Escrow	\$0

**ACKNOWLEDGEMENT**

**APPLICANT STATEMENT**

This application should be processed in my name, and I am the party whom the City of Rogers should contact about this application. I have completed all of the applicable filing requirements and, to the best of my knowledge, the documents and information I have submitted are true and correct.

\_\_\_\_\_ 
9/25/25  
Date

**OWNER STATEMENT**

I am the owner of the above described property and I agree to this application. By signing this application, I certify that all fees, charges, utility bills, taxes, special assessments and other debts or obligations due to the City of Rogers by me or for this property have been paid. I further certify that I am in compliance with all ordinance requirements and conditions regarding other city approvals that have been granted to me for any matter. (If the owner is a corporation or partnership, a resolution authorizing this action on behalf of the board or partnership must be attached.)

\_\_\_\_\_ 
9/25/25  
Date

**VARIANCE WORKSHEET**

<p>1. Detail specifically the deviation(s) from code proposed (e.g. code requires X ft setback, requesting X ft setback).</p> <p>The City of Rogers sign code allows 120 sqft for digital signage. We are requesting a variance to allow a 211 sqft sign. No other deviations besides the allowed square footage of digital signage is being requested.</p>
<p>2. Describe how the request is in harmony with the general purpose and intent of zoning for the property.</p> <p>Our dealership sits along I-94, where higher traveling speeds require clear, legible signage for safe navigation. A larger sign ensures motorists can identify our location and information presented to them while making safe driving decisions, from either side of the highway. The design compliments the commercial corridor, avoids visual clutter, and remains consistent with the overall intent of the zoning code.</p>
<p>3. Describe how the request is consistent with the Comprehensive Plan.</p> <p>The larger digital sign supports the Comprehensive Plan by enhancing visibility along I-94, a key regional corridor, and promoting safe recognition of our business at highway speeds. It strengthens Rogers' commercial corridor by supporting a long-standing dealership, helping sustain jobs, investment, and tax base. The sign will be modern and professional, consistent with the character of other highway-oriented businesses.</p>
<p>4. Describe why the proposed use is reasonable.</p> <p>Our previous sign to our current one was much larger. We are making no structural changes to the current sign structure. We are only looking to replace the digital signage hosted by the structure. We believe 211sqft is reasonable for the 500yd+ of I-94 frontage, and is necessary for legibility from both east-bound and west-bound motorists. Our property used to host two tall on-site signs right alongside 94, with one being taken down years ago.</p>
<p>5. Describe the following: <i>circumstances unique to the property, why the need for the variance was not created by the property owner, and why the need is not solely based on economic considerations.</i></p> <p>Our property is located directly off of interstate 94, with thousands of vehicles passing by daily at speeds of 70mph. Accesibility to read signage at these speeds is crucial for safety of drivers on the interstate.</p>
<p>6. Describe why the variance would not alter the essential character of the neighborhood.</p> <p>We are replacing a pre-existing sign with this proposed sign, and there would be no residential disturbance with an increase in size.</p>

## **Miller Chevrolet of Rogers Sign Variance Request**

Miller Chevrolet of Rogers is requesting a variance from the City of Rogers sign code, which currently limits digital signage to 120 square feet. We are applying for approval of a **211 square foot digital sign**.

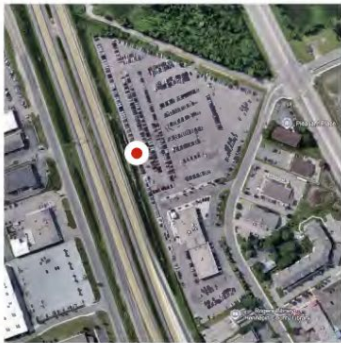
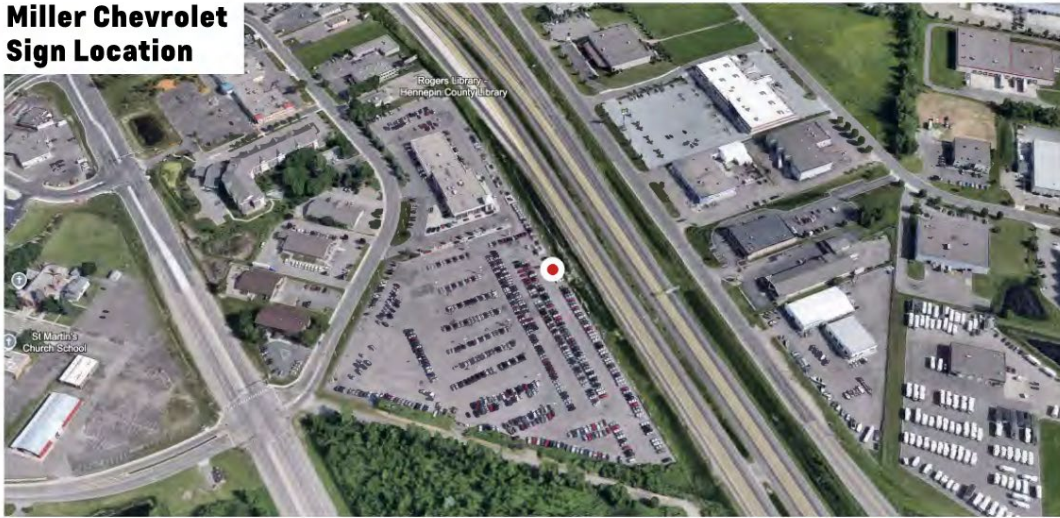
Our dealership is located immediately west of Interstate 94, where thousands of vehicles travel past our property every day at speeds up to 70 miles per hour. At these speeds, motorists require larger, clearer signage to safely and effectively identify businesses in time to make navigation decisions. A sign limited to 120 square feet does not provide adequate visibility for drivers traveling at highway speeds, especially given the distance between the interstate and our property. The proposed sign ensures legibility, reduces last-minute maneuvers, and promotes safer traffic flow.

Historically, our dealership maintained two separate signs on the property to achieve this level of visibility. One of those signs has since been removed, leaving us with a single sign to serve the same function. In addition, our previous sign prior to the current one was of a similar size to the proposed sign, making this request consistent with the property's past use and appearance.

This variance does not include deviations for height, setbacks, or placement—only the face area. The enlarged sign will be professionally designed, in harmony with the appearance of surrounding commercial properties, and fully consistent with the goals of supporting economic vitality, safe transportation corridors, and a strong commercial identity along major routes.

Thank you,  
**Thomas Miller**  
Miller Chevrolet

# Miller Chevrolet Sign Location



# PROPOSED SIGN



Overall Size: 8'5" x 25'2"  
Sq Footage: 211

## RHL Inc. Mockup



# ZONING & LAND USE APPLICATION

## VARIANCE

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 Applicant Signature

9/25/25  
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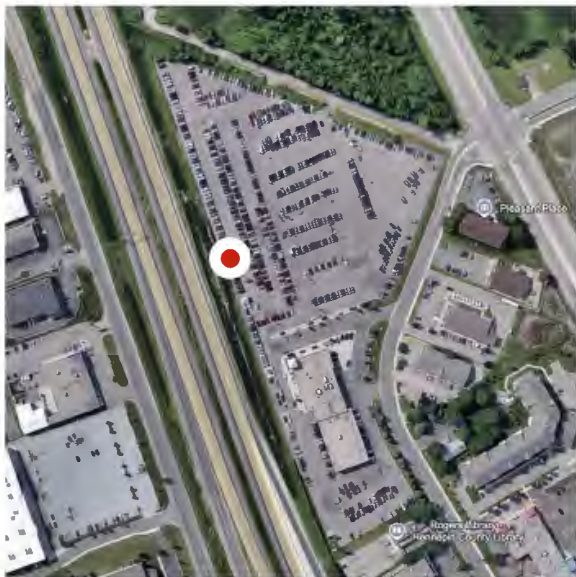
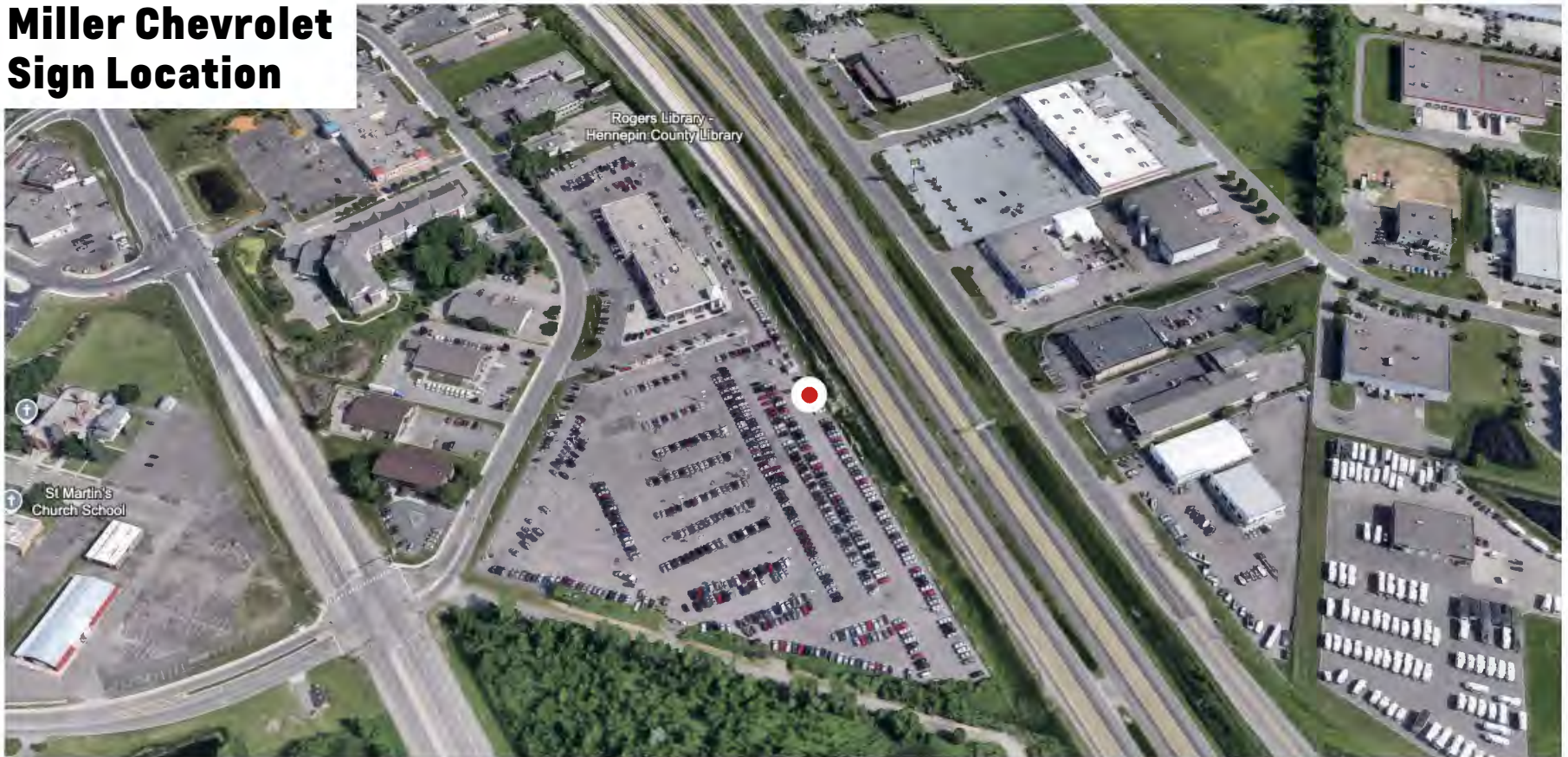
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# PROPOSED SIGN



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