AGENDA

Rogers City Council

March 10, 2026 - 7:00 PM

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

2. OPEN FORUM

Individuals may address the Council about any item not contained on the regular agenda. A maximum of 10 minutes is allocated for the Forum. If the full 10 minutes are not needed for the Forum, the Mayor will continue with the agenda. If additional time is needed for the Forum, the Council will continue the Forum following Other Business on the agenda. The Council will take no official action on items discussed at the Forum, with the exception of referral to staff 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 February 24, 2026 Work Session Minutes and the February 24, 2026 Council Meeting Minutes

5.2 Approval of Bills and Claims

5.3 Approval of Temporary On-Sale Liquor License Application for the Rogers Lions Club on April 17, 2026 at Mary Queen of Peace Parish Center, 21304 Church Avenue

5.4 Approval of a New Tobacco License for Anna Tobacco Rogers, LLC Located at 21343 John Milless Drive, Rogers, MN

5.5 Approval of Ordinance 2026-05 Amending City Code Section 30-64 Updating the Regulations Related to Dangerous Weapons and Approval of Resolution 2026-19 Authorizing the Summary Publication

5.6 Approve Change Orders No. 21 (Labor), No. 22 (Material), No. 23 (Labor) and No. 24 (Material) and Payment No. 14 and Final - Labor and Payment No. 14 and Final - Material, HealthPartners Fieldhouse, City Project No. 2201

5.7 Approve the Hiring of Nathan Lindgren for the Budgeted Public Works Maintenance II - Utilities Position

5.8 Accept Bids and Award Contract for Lift Station 3 Rehabilitation, City Project No. 2507

5.9 Approval of a Professional Services Contract with TC2 for the 2050 Comprehensive Plan

5.10 Approval of Memorandum of Agreements with LELS Local #509 and LELS Local #377 (Police Sergeants and Patrol) for Funeral Leave

5.11 Approval of 2026 Trail Rehabilitation Projects: North Community Park to Mallard Estates Trail Repaving & Neighborhood Park Trail Repaving

5.12 Approval of Resolution 2026-22 Granting Approval of Variances to Allow a Nonconforming Sign Upgrade to EMC and Increased Sign Height at 20045 Co Rd 81 (Malmborg's Garden Center)

5.13 Approval of Resolution 2026-26 Approving the Site Plan and Variance Request for Trailers Plus for Site Improvements at 19520 County Road 81

5.14 Approval of a Development Agreement and Stormwater Agreement for the Oppidan Industrial Development for Lot 1, Block 1, Vevea Lane Addition

5.15 Approval of Resolutions 2026-23 & 2026-24 Authorizing a Letter of Credit Release for Skye Meadows 1st & 2nd Additions & Acceptance of Street Improvements

5.16 Approval of Resolution 2026-25 Accepting Storm Sewer Improvements for Continual Maintenance and Authorizing a Letter of Credit Reduction for Harvest View 2nd Addition

6. PUBLIC HEARINGS

6.1 Items Corresponding to the Establishment of Redevelopment Tax Increment Financing District No. 19 (Willis Trucking Redevelopment)

- Tax Increment Financing Plan
- TIF Assistance Agreement

7. GENERAL BUSINESS

7.1 Consideration of Ordinance 2026-06 Repealing City Code Chapter 42, Article 42-VI - Recreational Motor Vehicles, and Adopting City Code Chapter 42, Article 42-IV - Recreational Vehicles, Electric Assist and Motorized Bicycles, Electric Scooters

7.2 Approval of Updated Purchasing Policy

7.3 Approve Professional Services Agreement (PSA) with SRF Inc. for Intersection Concept Design at Main Street and 129th Avenue/Memorial Drive, City Project No. 1811

8. OTHER BUSINESS

9. CORRESPONDENCE AND REPORTS

10. ADJOURN

STAFF REPORT **Meeting Date**: March 10, 2026

ROGERS CITY COUNCIL **Agenda Item**: 5.1

Subject: Approval of the February 24, 2026 Work Session Minutes and the February 24, 2026 Council Meeting Minutes
Prepared By: Stacie Brown, City Clerk

Recommended Council Action
Motion to approve the February 24, 2026 Work Session Minutes and the February 24, 2026 Council Meeting Minutes

Overview / Background / Analysis

Staff Recommendation
Motion to approve the February 24, 2026 Work Session Minutes and the February 24, 2026 Council Meeting Minutes

Financial Impact: **Source Fund**:

Budgeted?

Supporting Documentation
A. 02242026Work Session min
B. 02242026min

1. CALL TO ORDER

The Work Session of the City Council of the City of Rogers was called to order by Mayor Klick on Tuesday, February 24, 2026, at 5:30 PM at Rogers Community Room, 21201 Memorial Drive, Rogers, MN, 55374 and online in the Teams application.

Council present: Shannon Klick, Kevin Jullie, Mark Eiden, Amy Enga, Joel Brockman
Council excused: None

Staff present: Steve Stahmer, Administrator; Stacy Scharber, Assistant City Administrator/HR Director; Bridget Bruska, Finance Director; Doran Cote, Public Works Director/City Engineer; Brett Angell, Community Development Director; and Stacie Brown, City Clerk.

2. GENERAL BUSINESS

2.1 Utility Rate Study Presentation by AE2S

Finance Director Bruska introduced Jacob Strombeck from AE2S, a consulting firm who recently completed a utility rate study for the City of Rogers. Mr. Strombeck shared the agenda for the Utility Rate Study presentation, beginning with the study objectives:

- Develop a rate plan to meet revenue requirements for each utility
- Cost of service basis for rate-setting
- Evaluate conservation-based water rate alternatives
- Restructure Stormwater fees
- Evaluate and update Trunk Development Charges and Access Fees
- Develop a 6-year plan for each utility

Mr. Strombeck reviewed a schedule which included project tasks, meetings, milestones, and outstanding items. A public meeting is anticipated in March, with the delivery of final reports to follow. The Rate Study approach and methodology included determination of total revenue requirements, a cost-of-service analysis for water, rate design, and revenue adequacy and rate forecasting considerations.

Mr. Strombeck covered the following topics within his presentation:

- Recommended target guidelines for revenue adequacy in the City's Reserve Funds, including Operating, Debt Service, Capital, Emergency, and Rate Stabilization. He noted the importance of having 180-days' worth of cash on hand for emergencies and having capital reserves for system failures.

- An overview of the Sewer Rate Study, which evaluated the existing sewer rate structure and revenue recovery approach. He explained that the existing structure uses fixed and volumetric rates but relies heavily on volumetric charges. Recommendations include a fixed rate charge to correct structural imbalance and reducing the volumetric charge to help offset the increase in fixed charge.

- Mr. Strombeck shared a chart demonstrating bill impacts based on low, average and high use. The recommended increases are modest, and in some cases, bills are decreasing slightly. He shared the key steps for achieving revenue adequacy, and reviewed capital funding sources and rate projections, with a rate plan maintaining affordability for lower-use customers. As a consultant, he recommends annual increases to keep up with inflation. The calculation presented is conservative, showing SAC and Trunk revenue at $0 by the year 2035.

- A regional rate comparison chart, comparing Rogers' residential sanitary sewer rate to Minnesota utilities based on 6,000 gallons per month. Councilor Brockman asked if the Met Council uses a similar calculation process, which Mr. Strombeck confirmed. Councilor Enga inquired about the planned wastewater treatment plant through Met Council, and Mr. Strombeck stated that it is covered by the Met Council's entire user base. Enga asked about rate variables, and Mr. Strombeck explained that the recommendation going forward is to raise the fixed revenue.

- The results of the Water Rate Study, which evaluated the existing rate structure and conducted a cost-of-service analysis. He noted that the tiered approach which is being presented is to encourage conservation. Bruska stated the focus needs to be increased to stabilize revenue, to cover expenses every year. Mr. Strombeck explained that they were cognizant of not over-complicating the rate structure. Residential was found to be underpaying, and commercial was found to be overpaying in the process. The approach was to balance this through a multi-year phase.

- A recommended Water Rate Structure; adopting equivalent meter-based fixed charges (phased 2026-2028), modifying the residential tier structure, converting commercial and non-taxable to a constant block rate, and maintaining an irrigation structure within equity range. A significant change is the fixed charges, as the current way they are set doesn't follow industry guidelines. For smaller users, this is not a huge change, but for commercial users, the change is more significant. By making this correction over time, the rates will be back in line with cost-of-service Analysis targets. He shared the residential bill impacts, with slight increases to make up for undercharging the fixed rate.

- Information on the capital improvement side, with large projects pending, projected water revenue adequacy, and revenue adequacy results with the utility remaining in a healthy cash position through 2031. He shared the regional rate comparison, with Rogers being in the middle of the chart for 2025.

- The Stormwater Rate Study, including a review of industry-standard structures. The current structure is flat rate for residential and a combination of structures, with the recommendation of preserving the impervious surface structure. There is a recommendation to eliminate the basic stormwater charge, roll it into the fixed rates, and eliminate rates based on zoning (land use is easier). The recommendation is a simplified approach which consolidates eleven categories into two components. He shared the CIP and reinvestment targets, and projected capital expenses with planned reinvestment in utilities. Rate projections include a slightly higher need, but likely within the 4% inflationary average.

- An overview of impact fees, commonly described as access charges or trunk fees. He shared a graphic of growth areas supporting impact fees, which can be used for growth projects, noting that the City shouldn't become reliant on it. He reviewed current fees for water, sanitary sewer and stormwater. He shared a methodology for maximum justifiable impact fees. The fee collected today will affect reinvestment through time.

For impact fees, Mr. Strombeck explained that the next steps would be working with staff to set updated fees, developing a phasing plan for gradual fee changes, and exploring new naming conventions such as "Utility Development" to replace "Trunk", and "Utility Building Permit" to replace "WAC/SAC".

Bruska explained that she and Public Works Director/City Engineer Cote have both worked on several utility studies, and having AE2S involved has been a very beneficial process. City Administrator Stahmer acknowledged Bruska and Cote for their work on this study.

3. ADJOURN

Mayor Klick adjourned the meeting at 6:40 p.m.

Respectfully submitted,

Stacie Brown
City Clerk

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

The regular meeting of the City Council of the City of Rogers was called to order by Mayor Klick on Tuesday, February 24, 2026, at 7:00 PM at Rogers Community Room, 21201 Memorial Drive, Rogers, MN, 55374 and online in the Teams application.

Council present: Shannon Klick, Kevin Jullie, Mark Eiden, Amy Enga, Joel Brockman
Council excused: None

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

2. OPEN FORUM

No one came forward.

3. PRESENTATIONS

3.1 Oath of Office for Police Officer Martin Steele

Chief of Police Wills introduced Officer Martin Steele, sharing his educational and professional background.

Mayor Klick administered the Oath of Office for Officer Steele, and his father pinned his badge on him.

3.2 Oath of Office for K9 Ares

Chief of Police Wills shared details on K9 Officer Ares, including completion of an intensive 16-week K9 school in 2025 with his handler, Officer Ryan Palacek. The pair successfully passed dual certifications in both narcotics and patrol operations through the United States Police K9 Association and the National Police K9 Association.

Wills thanked the residents and business community of Rogers for assisting with the purchase of Ares.

Mayor Klick administered the Oath of Office for K9 Ares.

3.3 Recognition and Welcome of Mental Health and Wellness Coordinator Ashley Gardas

Chief of Police Wills introduced Ashley Gardas, Mental Health and Wellness Coordinator. He shared her educational and professional background and welcomed her to the City.

Ms. Gardas thanked the Council for the opportunity to serve with the Rogers Police Department.

4. APPROVE AGENDA

Councilor Brockman moved, Councilor Enga seconded a motion to approve the agenda as submitted. Motion carried 5-0.

5. CONSENT AGENDA

- **5.1** Approval of February 10, 2026 City Council Meeting Minutes
- **5.2** Approval of Bills and Claims
- **5.3** Approval of Temporary On-Sale Liquor License Applications from the Rogers Lions Club for Entertainment in the Park Events on June 24, 2026, July 8, 2026, July 22, 2026, August 5, 2026, August 19, 2026, and September 12, 2026 at the 21st Century Bank Event Center, 12716 Main Street, Rogers, MN
- **5.4** Approval of an Application for Rogers Youth Hockey Association to Conduct a Raffle on April 10, 2026 at the 21st Century Bank Event Center Located at 12716 Main Street, Rogers, Minnesota
- **5.5** Approve Resolution 2026-06, Approving Final Plat for Cowley Lake Preserve; and Authorize Execution of Related Agreements.
- **5.6** Approval of a Proposal by Anderson Engineering for the Re-Platting of City-Owned Properties at 14160 James Rd and 21080 141st Ave N (Turf Facility and Rogers Ice Arena
- **5.7** Approval of a Short-Term Construction Staging Agreement Corresponding to the City-Owned Property at 21701 Industrial Blvd
- **5.8** Approval of a Scope of Work with Thielen & Green Architecture for Main Street Property Design Services Related to the Facade Improvement Program
- **5.9** Approval of Parks and Recreation Advisory Commission Re-Appointments
- **5.10** Call a Public Hearing for Tuesday, March 24, 2026, at 7:00 p.m. for the Purpose of Amending the 2026 Annual Fee Schedule Ordinance
- **5.11** Approval of Phase 2 of the South Community Park Trail Project

Councilor Enga requested to remove Item 5.9 for separate discussion.

Councilor Enga moved, Councilor Eiden seconded a motion to approve the Consent Agenda as amended. Motion carried 5-0.

Item 5.9; Approval of Parks and Recreation Advisory Commission Re-Appointments

Councilor Enga thanked Dale Fuller and Judi Volkers for their service on the Parks and Recreation Advisory Commission and congratulated them on their re-appointments.

Councilor Enga moved, Mayor Klick seconded a motion to approve the Parks and Recreation Advisory Commission Re-Appointments. Motion carried 5-0.

6. PUBLIC HEARINGS

6.1 Vacation of the West Half of Hawkins Drive (portion which is in the Cowley Lake Preserve Development)

City Planner Henderson shared details on the proposed vacation of the west half of Hawkins Drive, which is situated within the Cowley Lake Preserve development. He reviewed the location to be vacated, which is on the eastern side of the development. The Trail Plan includes an area shown as a planned trail corridor and easement, which will be recorded with the final plat.

Henderson noted that this is a Public Hearing, with a request for approval of Resolution 2026-18, a Resolution Vacating Certain Right-of-Way Related to the Cowley Lake Preserve Subdivision.

Councilor Eiden moved, Councilor Brockman seconded a motion to open the Public Hearing at 7:16 p.m. Motion carried 5-0.

No one came forward.

Councilor Jullie moved, Councilor Enga seconded a motion to close the Public Hearing at 7:17 p.m. Motion carried 5-0.

Councilor Eiden moved, Councilor Enga seconded a motion to approve Resolution 2026-18; Vacating Certain Right-of-Way Related to the Cowley Lake Preserve Subdivision. Motion carried 5-0.

7. GENERAL BUSINESS

7.1 Approving the Promotion of Captain Jason Foster to the Position of Deputy Chief of Police, Effective March 2, 2026

Police Chief Wills shared the background of the Deputy Chief of Police position, which was approved by the City Council in the 2026 budget. The position was advertised internally and tailored to the two Captains. Interviews with the candidates were conducted with a panel consisting of internal Department Heads and a local Police Chief.

Wills stated that the candidates also participated in a comprehensive leadership assessment conducted by the Police Department's dedicated psychological firm. At the conclusion, Captain Jason Foster was selected for this promotion.

Wills noted that both candidates are extremely qualified, and the Department is very fortunate to have high-caliber senior leaders. Captain Foster has been an Officer with

the Rogers Police Department since January 2002, and he has served in a variety of roles and assignments, including Interim Chief of Police on two occasions. He was promoted to Police Captain in 2020 and has commanded both the Patrol and Services Divisions.
Captain Foster expressed the honor of being selected for this position and expressed appreciation for the opportunity. Wills shared that, with the Council's approval, Foster's promotion would be recognized with an official badge pinning later in 2026.

Mayor Klick moved, Councilor Brockman seconded a motion to approve the promotion of Captain Jason Foster to the position of Deputy Chief of Police effective March 2, 2026. Motion carried 5-0.

7.2 Continuation of the Consideration of a Site Plan Application by Bader Companies for a Proposed Multifamily Development at 21601 John Deere Lane (Willis Trucking Property)

Community Development Director Angell recapped a presentation which was shared at the previous Council meeting for a site plan application from Bader Companies and Ebert Companies. Consideration of this proposed multifamily housing development was tabled at the previous meeting at the applicant's request for consideration by the full Council.

Councilor Eiden said that this development is a good fit for the site and will aid in meeting Met Council requirements. Councilor Brockman echoed Eiden's comments, adding that the project will enhance future development in the area.

Mayor Klick shared that she has given this a lot of thought, and bringing people to Main Street is important to supporting the businesses in the district. She noted that the development would be an improvement over the existing structure. Councilor Jullie also expressed support, while Councilor Enga stated her opinion has not changed since the previous meeting, which did not support approval.

From the audience, resident Jim Kelley expressed concerns about traffic. Mayor Klick explained that she also had concerns. However, she reiterated the importance of bringing people to Main Street.

Councilor Eiden moved, Councilor Brockman seconded a motion to approve Resolution 2026-12; Approving a Site Plan for a 181-Unit Market-Rate Apartment at 21601 John Deere Lane, subject to the terms and conditions as listed in the Resolution. Motion carried 4-1. Nay: Enga

7.3 Items related to City Project No. 2406:

- **Accept Bids for Rogers Activity Center (RAC) Expansion, City Project No. 2406 and Approve AIA Document A133-2019 Exhibit A Guaranteed Maximum Price Amendment with RJM Construction as the City's Construction Manager at Risk**

- **Approve Professional Services Agreement for Special Inspections with American Engineering and Testing (AET) for RAC Expansion, City Project No. 2406**

Public Works Director/City Engineer Cote provided the background of City Project No. 2406, including two years of discussion with the Rogers Youth Hockey Association (RYHA), and the following benchmarks:

- May 2024: approval of a Term Sheet between the City and RYHA
- August 2024: issuance of a Request for Proposals for architectural and engineering services
- September 2024: approval of a Professional Services Agreement with HTG Architects
- February 2025: the City Council authorized solicitation of proposals for Construction Manager at Risk for the RAC expansion, with RJM Construction selected
- September 2025: new funding options were discussed in a budget workshop
- October 2025: Memorandum of Agreement (MOA) approved by the City Council (Cote noted that the Term Sheet included in the MOA which was approved by the Council did not include the finishing of the Varsity Girls locker room)

Cote displayed renderings of the facility, as well as the bids which were received (including alternates). He shared that staff have been in discussions with the Rogers Royals Faceoff Booster Club and ISD 728 about covering the costs of the Varsity Girls locker room. As of Friday afternoon, the Booster Club re-committed $400,000 for that purpose, and ISD 728 committed $420,000 for the girls Varsity locker rooms and upgrades to the boys Varsity locker rooms in Rink 1.

Cote reviewed RAC expansion bids which varied from 70% of the plan estimate, including precast, steel, carpentry/casework, painting, ice plant, escalation/contingencies, and WAC/SAC. The total construction cost of this project is $16,204,371, and the total estimated project cost is now $17,620,444. Cote explained that a Special Inspections Services Agreement is also on the agenda for Council consideration, with American Engineering Testing (AET) selected based on their responsiveness and on-site laboratory in Albertville.

Cote thanked all partners who have participated in this project to date, including RYHA, the Faceoff Booster Club, ISD 728, HTG Architects/Anderson Engineering, AET, RJM Construction, the City Council, the Facilities Task Force/Arena Commission, and City Staff who have been involved.

Councilor Jullie asked Finance Director Bruska about the interest rates, and Bruska replied that she hopes the rate will be between 3.5% and 4%, which will be known soon. Jullie asked if the City had some contingencies to avert risk for the City. Cote confirmed there is a contingency built in and in this form of contracting, much of the risk is on the contractor.

Councilor Enga asked if any cost increases due to change orders would be absorbed by the construction management company. Cote explained there could be changes in conditions which would be a negotiated change order. However, much of the risk is on the contracting agent. Enga asked if any portions would remain unfinished, and Cote stated the entire facility would be finished.

Mayor Klick asked if the additional contributions from the Booster Club and ISD 728 would go towards the funding gap. Cote stated some would go towards the gap, and some would be going to Rink 1 to upgrade the boys locker room.

Councilor Brockman asked if RHYA is comfortable with the funding plan. Bruska reviewed RYHA's updated contribution requirements, noting that at this point, the money needed today is approximately $1.38 million over 20 years. She added that if bonding is over 20 years, the City would be responsible for upfronting that money to make bond payments and being reimbursed at a later date. Brockman acknowledged RYHA's understanding of the importance of their contribution, as the project could not be completed without it.

Councilor Eiden expressed appreciation for the partnership in bringing funding sources together. Klick expressed appreciation for RYHA pushing the City to this point, as they have been a great partner. Eiden acknowledged Parks and Recreation Director Bauer for his work on naming rights and other aspects of the project.

Councilor Eiden moved, Councilor Jullie seconded a motion to accept bids for Rogers Activity Center Expansion, City Project No. 2406 and Approve AIA Document A133-2019 Exhibit A Guaranteed Maximum Price Amendment with RJM Construction as the City's Construction Manager at Risk. Motion carried 5-0.

Councilor Eiden moved, Councilor Jullie seconded a motion to approve the Professional Services Agreement for Special Inspections with American Engineering and Testing (AET) for RAC Expansion, City Project No. 2406. Motion carried 5-0.

City Administrator Stahmer noted that the 20-year anniversary of the RAC is next year, and it will be finished around the same time next year.

RYHA President Nate Moen thanked staff and Council.

7.4 Consideration of a Comprehensive Plan Amendment, Rezoning, Site Plan, Preliminary Plat, and Final Plat Request by Oppidan Development Corresponding to a Proposed Industrial Development at 20061 Vevea Road

Community Development Director Angell presented a Comprehensive Plan Amendment and rezoning request, and a Site Plan, Preliminary Plat, and Final Plat request by Oppidan Development for proposed industrial development at 20061 Vevea Road.

Angell reviewed the property details and the Site Plan in detail, including the removal of an existing billboard. He shared parking and access details, landscaping and stormwater plans, and renderings of the building. Angell shared information on the Comprehensive Plan and rezoning requests, which are subject to final review and approval by the Metropolitan Council. A Public Hearing and review were completed at the February 2, 2026 Planning Commission meeting. One individual spoke, seeking clarification about the proposed development, but not expressing support or opposition. The Commission unanimously recommended approval of all the requested actions.

Councilor Brockman inquired about potential noise issues, with trailer parking on the residential side of the development, asking how many homes may be affected. Angell stated it would be four homes, including the one the seller owns, which is closest to the site. He added that as part of the Public Hearing process, notifications were sent to the homes. Councilor Enga asked about landscape screening in a corner, and Angell stated that the majority is meant to screen visually and noise impacts, with evergreens recommended for year-round consistency.

Enga asked how many docks would be in the back, and Angell stated there could be quite a few, but it would depend on the user. Councilor Eiden inquired about building lights, and Angell stated that the Resolution contains a condition ensuring the light pack has limited visibility from adjacent residential properties.

Councilor Eiden moved, Councilor Enga seconded a motion to approve Resolution 2026-13, Approving the Preliminary Plat, Final Plat, and Site Plan for Oppidan's Rogers Drive Industrial, subject to conditions in the Resolution. Motion carried 5-0.

Councilor Eiden moved, Councilor Enga seconded a motion to approve Resolution 2026-13; Approving the 2040 Comprehensive Plan Amendment for Lot 1, Block 1, Vevea Lane Addition. Motion carried 5-0.

Councilor Enga moved, Councilor Eiden seconded a motion to approve Ordinance 2026-03; Approving the Rezoning from RC to GI for Lot 1, Block 1, Vevea Lane Addition. Motion carried 5-0.

Councilor Enga moved, Councilor Eiden seconded a motion to approve Resolution 2026-15; Authorizing Summary Publication of Ordinance 2026-03. Motion carried 5-0.

7.5 Consider Adopting Ordinance 2026-04, Amendments to Section 125-84 Related to Accessory Structures and Fences

City Planner Henderson presented proposed Zoning Code amendments related to accessory structures and fences. This item is coming forward due to ongoing discussions between the Council, Planning Commission and staff.

Henderson noted the challenges with fence inspections, as the City should not act as a surveyor. Because civil disputes can arise, the property owner needs to be responsible for knowing where the property lines are and for placement of any fences.

Henderson explained that the proposed changes to accessory structures are in response to variances which have been approved to either increase the number or size of accessory structures. He shared the changes and recommendations from the Planning Commission, which have been incorporated into the Ordinance as presented. Council discussed several of the proposed changes at length (including various property-related scenarios), and Henderson then recapped the revisions discussed by Council.

City Attorney Vose asked if these issues were presented at a Public Hearing with the Planning Commission. Henderson confirmed that a Public Hearing was held but stated that a clean copy can be prepared and brought back to the Planning Commission. He noted there still could be setback discrepancies and language to be corrected, which can be cleaned up and re-noticed.

There was lengthy discussion between Council and staff regarding the proposed changes. Council directed staff to make revisions based on the discussion points and bring a clean copy back for consideration at a future meeting.

8. OTHER BUSINESS

None.

9. CORRESPONDENCE AND REPORTS

None.

10. ADJOURN

Mayor Klick adjourned the meeting at 8:55 p.m.

Respectfully submitted,

Stacie Brown
City Clerk

STAFF REPORT **Meeting Date**: March 10, 2026

ROGERS CITY COUNCIL **Agenda Item**: 5.2

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

Recommended Council Action
Motion to approve bills and claims as presented.

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

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

Staff Recommendation
Motion to approve bills and claims as presented.

Financial Impact: N/A **Source Fund**: N/A

Budgeted? N/A

Supporting Documentation
A. AP Cover Sheet
B. 02-20-2026 Checks #97064-97097 & ACH Payments
C. 02-27-2026 Checks #97098-97143 & ACH Payments

CITY OF ROGERS
03.10.2026 CITY COUNCIL MEETING
OPERATING ACCOUNTS - ADDITIONAL CLAIMS PAID/TO BE PAID

City Payroll Checks, Taxes & Misc Fees Paid		
2/19/2026	ADP Child Support/Garnishment	148.77
2/19/2026	ADP Direct Deposits	280,795.95
2/25/2026	ADP Fees - W2 Processing	1,862.60
2/19/2026	ADP Payroll Taxes	111,301.12
2/26/2026	Humana (Employee Paid Supplemental Plan)	459.05
2/26/2026	Health Equity FSA/DCAP	5,000.00
2/19/2026	Associated Bank FSA/DCAP	900.00
2/26/2026	Associated Bank FSA/DCAP	300.00
3/3/2026	Associated Bank FSA/DCAP	1,250.00
2/25/2026	Group Health EAP Charges	200.20
2/23/2026	ICMA Deferred Compensation	3,125.00
2/20/2026	Associated Bank Health Plan Fund	7,108.36
2/23/2026	PERA	84,141.76
2/23/2026	State of MN HCSP	4,561.11
2/23/2026	State of MN - Deferred Comp	13,320.00
2/24/2026	The Hartford - February	2,422.03
	Payroll & Misc Fee Expenditures	516,895.95
City Checks & ACH Paid		
2/20/2026	City Checks & ACH Paid (97064-97097)	151,137.03
2/27/2026	City Checks & ACH Paid (97098-97143)	1,401,595.87
	City Check & ACH Expenditures	1,552,732.90
City Misc ACH/Wires Paid		
3/2/2026	Credit Card Fees City	7,914.65
3/2/2026	Civic Pay Fees Utility Billing	4,755.94
3/3/2026	Finnly Sports Payments Credit Card Fees RAC	3,544.48
3/3/2026	Payment Services Network Processing Fees	332.20
2/18/2026	MNDOR - City Sales Tax	12,806.00
2/18/2026	MNDOR - Water Sales Tax	3,065.00
	City ACH/Wire Expenditures	32,418.27
	City Total To Be Approved	**2,102,047.12**
Liquor Misc ACH/Wires Paid		
3/3/2026	Credit Card Processing Fees - RWAS	4,931.28
3/3/2026	Credit Card Processing Fees - RWAS	417.22
3/3/2026	Credit Card Interchange Fees- RWAS	110.03
2/18/2026	MNDOR - Liquor Sales Tax	37,091.00
	Liquor ACH/Wire Expenditures	42,549.53
	Liquor Total to Be Approved	**42,549.53**

Accounts Payable

Computer Check Proof List by Vendor

User: LPettis
Printed: 02/18/2026 - 4:06PM
Batch: 00004.02.2026

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: froen	4Front Energy Solutions			Check Sequence: 1	ACH Enabled: False
MH26-000022	MH26-000022 Residential Mechanical Permit R	125.00	02/20/2026	100-420-2400-32225-0000	
	Check Total:	125.00			
Vendor: acrco	Across Country Tours			Check Sequence: 2	ACH Enabled: False
Tour #: 260207	2/2/26 - Treasure Island	613.00	02/20/2026	100-450-5186-44326-0000	
	Check Total:	613.00			
Vendor: actfl	Action Fleet Inc			Check Sequence: 3	ACH Enabled: False
I8357	DO1-Opticom	397.68	02/20/2026	100-420-2210-44040-0000	
	Check Total:	397.68			
Vendor: adain	Adam's Pest Control Inc			Check Sequence: 4	ACH Enabled: True
4358657	Event Center Commercial Pest Control - 2/6/26	109.07	02/20/2026	100-410-1941-43100-0000	
	Check Total:	109.07			
Vendor: aspmi	Aspen Mills			Check Sequence: 5	ACH Enabled: False
369994	Class A Jacket-Albers	44.85	02/20/2026	100-420-2210-42180-0000	
370402	Name Tags X12	174.20	02/20/2026	100-420-2210-42180-0000	
	Check Total:	219.05			
Vendor: blomh	Blooming Mental Health			Check Sequence: 6	ACH Enabled: True
1817140-0005	Wellness Visits #1-#3	375.00	02/20/2026	100-420-2100-43140-0000	
	Check Total:	375.00			
Vendor: blupea	Blue Peak Consulting			Check Sequence: 7	ACH Enabled: True
Rogers Jan 2026	PAR 360 1/1/26 - 12/31/26	8,492.50	02/20/2026	100-420-2210-43100-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	8,492.50			
Vendor: brubr	Bridget Bruska			Check Sequence: 8	ACH Enabled: True
02/2026	Bruska Mileage Ehlers Conference	88.24	02/20/2026	100-410-1520-44360-0000	
	Check Total:	88.24			
Vendor: capbe	Capitol Beverage			Check Sequence: 9	ACH Enabled: True
3250114	THC	1,374.00	02/20/2026	609-497-9760-42535-0000	
3250115	Beer Credit	-31.50	02/20/2026	609-497-9760-42520-0000	
3250116	Beer	3,967.10	02/20/2026	609-497-9760-42520-0000	
3250117	Wine Credit	-55.00	02/20/2026	609-497-9760-42530-0000	
	Check Total:	5,254.60			
Vendor: cdwgo	CDW Government			Check Sequence: 10	ACH Enabled: True
AH9KP3T	VEEAM Server Backup Licenses Renewal	4,724.87	02/20/2026	100-410-1330-43190-0000	
	Check Total:	4,724.87			
Vendor: cenhy	Central Hydraulics Inc.			Check Sequence: 11	ACH Enabled: True
00665688	Kit-Spring Pin Upgrade	32.77	02/20/2026	100-430-3120-42103-0000	
00665689	US-90URE-1-1/2x1-7/8x5/16	45.60	02/20/2026	100-430-3120-42103-0000	
00665689	BU-90URE-2.125x3/16-C/S(10)	7.58	02/20/2026	100-430-3120-42103-0000	
00665689	WR-NYL-2-1/2x1/2x1/8-C/S	59.22	02/20/2026	100-430-3120-42103-0000	
00665689	OR-70NBR-2.125x3/16-C/S(20)	3.83	02/20/2026	100-430-3120-42103-0000	
00665689	PA-URE-2.5x0.115	34.23	02/20/2026	100-430-3120-42103-0000	
00665691	WR-NYL-2-1/2x1/2x1/8-C/S	-59.22	02/20/2026	100-430-3120-42103-0000	
00665691	OR-70NBR-2.125x3/16-C/S(20)	-3.83	02/20/2026	100-430-3120-42103-0000	
00665691	BU-90URE-2.125x3/16-C/S(10)	-7.58	02/20/2026	100-430-3120-42103-0000	
00665691	US-90URE-1-1/2x1-7/8x5/16	-45.60	02/20/2026	100-430-3120-42103-0000	
00665691	PA-URE-2.5x0.115	-34.23	02/20/2026	100-430-3120-42103-0000	
00665834	Cutting Edge Half Formed DR 10-0 V RT3	383.62	02/20/2026	100-430-3120-42103-0000	
00665834	Cutting Edge Half Formed PS 10-0 V RT3	383.62	02/20/2026	100-430-3120-42103-0000	
	Check Total:	800.01			
Vendor: berbe	Chas. A. Bernick Inc.			Check Sequence: 12	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
10455078	NA	96.00	02/20/2026	609-497-9760-42540-0000	
10455079	THC Credit	-43.84	02/20/2026	609-497-9760-42535-0000	
	Check Total:	52.16			
Vendor: cinco	Cintas Corporation			Check Sequence: 13	ACH Enabled: True
4259316288	Uniform - PK 2/11/26	14.46	02/20/2026	100-450-5200-42180-0000	
4259316288	Uniform - SWR 2/11/26	5.12	02/20/2026	602-495-9490-42180-0000	
4259316288	Mats & Towels 2/11/26	68.30	02/20/2026	100-430-3000-44060-0000	
4259316288	Uniform - WTR 2/11/26	5.12	02/20/2026	601-494-9440-42180-0000	
4259316288	Uniform - Gen'l. Gov't. Bldgs. 2/11/26	2.88	02/20/2026	100-410-1940-42180-0000	
4259316288	Uniform - PW 2/11/26	23.29	02/20/2026	100-430-3000-42180-0000	
4259316288	Uniform - Janitorial 2/11/26	4.06	02/20/2026	100-410-1940-44060-0000	
4259319350	Event Center Floor Mats Mops And Towels 2/11	75.50	02/20/2026	100-410-1941-44060-0000	
4259319371	CR Floor Mats - 2/11/26	11.25	02/20/2026	100-410-1940-44060-0000	
	Check Total:	209.98			
Vendor: comca	Comcast Cable Communications Inc.			Check Sequence: 14	ACH Enabled: False
8772 10 560 000	8772 10 560 0008870 February	2.28	02/20/2026	100-420-2210-43210-0000	
	Check Total:	2.28			
Vendor: mnpip	Core & Main LP			Check Sequence: 15	ACH Enabled: False
Y506531	FS1-724-15 6X15 REP CLP Watermain Break R	295.90	02/20/2026	601-494-9440-44050-0000	
Y506563	Gator Grip Gate Valve Key	740.00	02/20/2026	601-494-9440-42100-0000	
	Check Total:	1,035.90			
Vendor: crowr	Crow River Farm Equipment			Check Sequence: 16	ACH Enabled: False
214373	1/4 X 7 NC G8 Bolts	0.76	02/20/2026	100-430-3000-42103-0000	
214373	33" 8X4X3/16 Tube	67.56	02/20/2026	100-430-3000-42103-0000	
	Check Total:	68.32			
Vendor: dehtr	Dehn Tree Company, Inc.			Check Sequence: 17	ACH Enabled: False
2876	Grind 12 Stumps Throughout The City	1,000.00	02/20/2026	100-450-5200-43180-0000	
	Check Total:	1,000.00			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: cldis	Dick Family Inc.			Check Sequence: 18	ACH Enabled: True
2248505	Beer	863.70	02/20/2026	609-497-9760-42520-0000	
	Check Total:	863.70			
Vendor: facmo	Elliot Auto Supply Co, Inc.			Check Sequence: 19	ACH Enabled: False
1-11459505	#35-026 Transmission Fluid LV	80.04	02/20/2026	100-430-3000-42120-0000	
128-232966	#35-026 Sensor - Oxygen	67.00	02/20/2026	100-430-3000-42103-0000	
	Check Total:	147.04			
Vendor: finwa	Finken Water Centers			Check Sequence: 20	ACH Enabled: True
17009TP	Water-ST 1 February	49.45	02/20/2026	100-420-2210-43820-0000	
	Check Total:	49.45			
Vendor: marso	Marc Frederickson			Check Sequence: 21	ACH Enabled: False
1959	RAC 50 Bags Softener Salt	397.50	02/20/2026	205-450-5205-43820-0000	
	Check Total:	397.50			
Vendor: gense	General Security Serv. Corp.			Check Sequence: 22	ACH Enabled: True
50049669	Alarm Monitoring-St 2 2/1/26 - 4/30/26	179.85	02/20/2026	100-420-2210-43100-0000	
	Check Total:	179.85			
Vendor: hassa	Hassan Sand & Gravel, Inc.			Check Sequence: 23	ACH Enabled: True
194174	Con-Bit Recycled Class 5-Watermain & Curb St	643.20	02/20/2026	601-494-9440-44050-0000	
	Check Total:	643.20			
Vendor: hawch	Hawkins Inc.			Check Sequence: 24	ACH Enabled: False
7332421	Chlorine & LPC	6,583.33	02/20/2026	601-494-9440-42160-0000	
7332421	Tubing 3/8"ODX1/4"ID	265.00	02/20/2026	601-494-9440-42104-0000	
7334922	Chlorine Cylinders	40.00	02/20/2026	601-494-9440-42160-0000	
	Check Total:	6,888.33			
Vendor: hecoas	Hennepin County			Check Sequence: 25	ACH Enabled: False
1000261103	Radio Fleet Fee January	13.80	02/20/2026	100-430-3000-43250-0000	
1000261103	Radio Fleet Fee January	585.80	02/20/2026	100-430-3000-43250-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	599.60			
Vendor: hencosh	Hennepin County Accounts Receivable			Check Sequence: 26	ACH Enabled: False
1000261127	Radio Fleet Fee-Jan '26	4,845.23	02/20/2026	100-420-2210-43250-0000	
	Check Total:	4,845.23			
Vendor: impda	Imperial Dade			Check Sequence: 27	ACH Enabled: False
40497095	Carpet Spotter	36.61	02/20/2026	100-410-1940-42102-0000	
	Check Total:	36.61			
Vendor: isd72	ISD 728 Community Education			Check Sequence: 28	ACH Enabled: False
Recreation 2025	2025 Marketing Of Rogers Delivered Programs	5,717.00	12/31/2025	100-450-5120-43445-0000	
Recreation 2025	2025 CE Coordinated Programs	18,801.59	12/31/2025	100-450-5120-43442-0000	
	Check Total:	24,518.59			
Vendor: johbr	Johnson Brothers Liquor Co.			Check Sequence: 29	ACH Enabled: False
167141	Wine Credit	-32.00	02/20/2026	609-497-9760-42530-0000	
167563	Liquor Credit	-557.54	02/20/2026	609-497-9760-42510-0000	
167580	Liquor Credit	-481.36	02/20/2026	609-497-9760-42510-0000	
2983566	Liquor Delivery Charge	0.15	02/20/2026	609-497-9760-42510-0000	
2983600	Liquor	6,577.12	02/20/2026	609-497-9760-42510-0000	
2983601	Wine	6,244.64	02/20/2026	609-497-9760-42530-0000	
2983603	Liquor	5,354.33	02/20/2026	609-497-9760-42510-0000	
3828628	Beer	46.15	02/20/2026	609-497-9760-42520-0000	
5121505	Wine	323.54	02/20/2026	609-497-9760-42530-0000	
5121542	Wine	1,452.54	02/20/2026	609-497-9760-42530-0000	
5121543	Mix	42.00	02/20/2026	609-497-9760-42540-0000	
7552565	Wine	3,574.24	02/20/2026	609-497-9760-42530-0000	
7552581	Wine	298.62	02/20/2026	609-497-9760-42530-0000	
	Check Total:	22,842.43			
Vendor: kengr	Kennedy & Graven, Chartered			Check Sequence: 30	ACH Enabled: True
RG135-00001	General Municipal Matters January 2026	1,212.50	02/20/2026	100-410-1325-43040-0000	
RG135-00001	HP Fieldhouse Legal Review - AKA Contract Ja	388.00	02/20/2026	209-450-5207-43040-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
RG135-00011	Police Department Matters January 2026	697.60	02/20/2026	100-420-2100-43040-0000	
RG135-00020	Duffy Development January 2026	460.50	02/20/2026	203-410-1325-43040-8150	
RG135-00031	Willis Trucking/Ebert Site Plan January 2026	97.00	02/20/2026	100-410-1325-43040-8150	
RG135-00099	CenterPoint Gas Franchise & Fee January 2026	136.50	02/20/2026	401-430-3121-43040-0000	
RG135-00121	Northview Preserve Subdivision January 2026	145.50	02/20/2026	100-410-1325-43040-8150	
RG135-00122	Cowley Lake Preserve Development January 202	822.00	02/20/2026	100-410-1325-43040-8150	
RG135-00123	Rouillard Billboard January 2026	262.50	02/20/2026	100-410-1910-43040-0000	
RG135-00126	2026 City Council Meetings January 2026	1,212.50	02/20/2026	100-410-1325-43040-0000	
	Check Total:	5,434.60			
Vendor: lakga	Lakes Gas Co.			Check Sequence: 31	ACH Enabled: True
5010545	Propane For Parks Zamboni	59.60	02/20/2026	100-450-5200-42120-0000	
	Check Total:	59.60			
Vendor: maceq	MacQueen Equipment, Inc.			Check Sequence: 32	ACH Enabled: True
P62285	Helmet Shield-Gedatus	117.50	02/20/2026	100-420-2210-42106-0000	
	Check Total:	117.50			
Vendor: madga	Madden Galanter Hansen LLP			Check Sequence: 33	ACH Enabled: True
2/16/2026	Labor Relations Services Through January 2026	70.50	02/20/2026	100-410-1325-43040-0000	
	Check Total:	70.50			
Vendor: menar	Menards, Inc.			Check Sequence: 34	ACH Enabled: True
59761	8 -PC Punch & Chisel Set	24.99	02/20/2026	100-410-1940-42100-0000	
59761	1/4" Quad -Tip Glass & Tile	17.96	02/20/2026	100-420-2100-42102-0000	
59761	1/4" Diamond Drill Bit	18.98	02/20/2026	100-410-1940-42100-0000	
59761	45" Heavyweight Standard	9.99	02/20/2026	100-420-2100-42102-0000	
59761	16"X16" Heavyweight Pegboard	11.99	02/20/2026	100-410-1940-42100-0000	
59761	14" Heavyweight Bracket	17.98	02/20/2026	100-420-2100-42102-0000	
59768	1/4" Plug Steel IND Female	5.56	02/20/2026	602-495-9490-42104-0000	
59768	1/4" Swivel Plug 1/4" Female	3.99	02/20/2026	602-495-9490-42104-0000	
	Check Total:	111.44			
Vendor: mindepu	MN Dept of Public Safety			Check Sequence: 35	ACH Enabled: False

Invoice No		Description	Amount	Pmt Date	Acct Number	Reference
1/26/2026		#6861 2026 Chev Tahoe Title Application	5,007.53	02/20/2026	400-420-2100-45500-0000	
		Check Total:	5,007.53			
Vendor:	schso	MN Equipment Inc.			Check Sequence: 36	ACH Enabled: True
P68743		Primer Spray	67.38	02/20/2026	100-430-3000-42100-0000	
P68743		Grey Spray	16.76	02/20/2026	100-430-3000-42100-0000	
P68743		Medium Black	75.36	02/20/2026	100-430-3000-42100-0000	
		Check Total:	159.50			
Vendor:	mobot	MoboTrex, Inc.			Check Sequence: 37	ACH Enabled: True
288818		LED 12" Ball Green Tint 15 Yr Warranty	280.00	02/20/2026	100-430-3120-43170-0000	
288818		LED 12" Ball Yellow Tint 15 Yr Warranty	58.00	02/20/2026	100-430-3120-43170-0000	
		Check Total:	338.00			
Vendor:	mrcut	MR Cutting Edge, LLC			Check Sequence: 38	ACH Enabled: True
8038		Blade Sharpening 1/27/26	131.00	02/20/2026	205-450-5205-44040-0000	
		Check Total:	131.00			
Vendor:	napa	NAPA Auto Parts			Check Sequence: 39	ACH Enabled: False
407398		Apparatus Wax	13.76	12/31/2025	100-420-2210-42100-0000	
408189		Tar Remover	8.58	12/31/2025	100-420-2210-42100-0000	
412329		Wiper Blades-UT22	5.18	12/31/2025	100-420-2210-44040-0000	
412699		Halogen Sealed Beams-E12	12.43	12/31/2025	100-420-2210-42103-0000	
417528		Halogen Sealed Beams-E12	12.68	12/31/2025	100-420-2210-42103-0000	
419485		DEF X2	25.98	12/31/2025	100-420-2210-42120-0000	
		Check Total:	78.61			
Vendor:	nbh	Nothing But Hemp LLC			Check Sequence: 40	ACH Enabled: True
5278		THC	480.00	02/20/2026	609-497-9760-42535-0000	
		Check Total:	480.00			
Vendor:	olsco	Olsen Chain & Cable, Inc.			Check Sequence: 41	ACH Enabled: False
738591		1/2" X 3' G100 Soo Chain Sling	253.90	02/20/2026	100-430-3000-42103-0000	
738591		Shackle Anchor Screw Pin 5/8" SKLSPAS WI-0	36.86	02/20/2026	100-430-3000-42103-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
738591	Shackle Anchor Screw Pin 7/16" SKLSPAS WI-(	9.47	02/20/2026	100-430-3000-42103-0000	
738591	Shackle Anchor Screw Pin 3/4" WI-A3 Bulk Wh	50.56	02/20/2026	100-430-3000-42103-0000	
738591	2 TA SWL HK W/LT NS HKSW WB-LD	88.62	02/20/2026	100-430-3000-42103-0000	
738591	3/8" X 5' G100 Soo Chain Sling	195.33	02/20/2026	100-430-3000-42103-0000	
	Check Total:	634.74			
Vendor: pitbo	Pitney Bowes Global Financial Services LLC			Check Sequence: 42	ACH Enabled: False
3107658204	PD Postage Meter Lease 12/12/2025 To 03/11/2(	179.46	02/20/2026	100-420-2100-44120-0000	
	Check Total:	179.46			
Vendor: repse	Republic Services #899			Check Sequence: 43	ACH Enabled: False
0899-004927865	Refuse-Jan '26-St 2	146.55	02/20/2026	100-420-2210-43840-0000	
0899-004927865	Refuse-Jan '26-CR	317.30	02/20/2026	100-410-1940-43840-0000	
0899-004927865	Refuse-Jan '26-St 1	35.23	02/20/2026	100-420-2210-43840-0000	
0899-004927902	CH-Garbage January	91.89	02/20/2026	100-410-1940-43840-0000	
0899-004927902	PW-Garbage January	214.40	02/20/2026	100-430-3000-43840-0000	
0899-004927930	Fieldhouse Waste/Recycling February	395.75	02/20/2026	209-450-5207-43840-0000	
0899-004927930	RAC Waste/Recycling February	528.07	02/20/2026	205-450-5205-43840-0000	
0899-004928260	Event Center Waste January	466.84	02/20/2026	100-410-1941-43840-0000	
	Check Total:	2,196.03			
Vendor: rogtr	Rogers Ace			Check Sequence: 44	ACH Enabled: False
30812	Spray Paint 2X Gloss White	15.98	02/20/2026	100-430-3120-42240-0000	
30812	Spray Paint 2X Gloss Black	7.99	02/20/2026	100-430-3120-42240-0000	
30818	Ace Rstp Spray Alch Orange	6.99	02/20/2026	100-430-3000-42100-0000	
30821	RAC Sink Hoses For New Faucet Installation	29.57	02/20/2026	205-450-5205-42102-0000	
30824	Torch Kit High Heat	64.99	02/20/2026	601-494-9440-42105-0000	
30828	DK Screw 8X1.625" Tan 5#	37.99	02/20/2026	100-430-3120-42100-0000	
	Check Total:	163.51			
Vendor: servma	ServiceMaster Restore			Check Sequence: 45	ACH Enabled: False
21-13281.001	Water Mitigation Services	4,408.84	02/20/2026	602-495-9490-43100-0000	
	Check Total:	4,408.84			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: simpli	Simplifile LLC			Check Sequence: 46	ACH Enabled: False
930984630610SFL	Recording Fee - Cert Of Release - Senior Ctr	66.25	02/20/2026	100-410-1910-43520-0000	
	Check Total:	66.25			
Vendor: soula	South Lake Minnetonka Police Department			Check Sequence: 47	ACH Enabled: False
02/12/2026	1/14 Cost Of Brand Networking Inv 18042 - $70	5,053.57	02/20/2026	100-420-2100-43100-0000	
	Check Total:	5,053.57			
Vendor: sunbel	Sunbelt Rentals			Check Sequence: 48	ACH Enabled: False
178641168-0001	Rental Of 45' Boom To Take Down Christmas Tr	1,512.82	02/20/2026	100-450-5120-43441-0000	
	Check Total:	1,512.82			
Vendor: onene	theipguys.net LLC			Check Sequence: 49	ACH Enabled: False
D-512654	Monthly Fiber Data And Analog Services Februa	1,531.46	02/20/2026	100-410-1330-43250-0000	
D-512657	Monthly Fiber Data And Analog Services Februa	283.70	02/20/2026	609-497-9760-43250-0000	
	Check Total:	1,815.16			
Vendor: topnot	Top Notch Equipment Inc			Check Sequence: 50	ACH Enabled: False
4518	Rental Fleet - CAM 5 Ton Tilt	75.00	02/20/2026	100-450-5200-44100-0000	
4518	Rental Fleet - 2025 CMC 72HD+ Arbor Pro	695.00	02/20/2026	100-450-5200-44100-0000	
4518	Rental Fleet - 2025 CMC 72HD+ Arbor Pro	695.00	02/20/2026	603-496-9495-44100-0000	
4518	Rental Fleet - CAM 5 Ton Tilt	75.00	02/20/2026	603-496-9495-44100-0000	
	Check Total:	1,540.00			
Vendor: uline	Uline			Check Sequence: 51	ACH Enabled: False
203577825	Wire Container	1,484.30	02/20/2026	407-430-3320-45300-2601	
	Check Total:	1,484.30			
Vendor: unipa	Unique Paving Materials Corp			Check Sequence: 52	ACH Enabled: False
92070	UPM® Cold Mix Winter - Watermain Break	1,881.70	02/20/2026	601-494-9440-44050-0000	
	Check Total:	1,881.70			
Vendor: verwi	Verizon Wireless Services, LLC			Check Sequence: 53	ACH Enabled: True
6135156768	Verizon-Bldg-Jan '26	60.00	02/20/2026	100-420-2400-43210-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
6135156768	Verizon-FD-Jan '26	455.36	02/20/2026	100-420-2210-43210-0000	
	Check Total:	515.36			
Vendor: verwi	Verizon Wireless Services, LLC			Check Sequence: 54	ACH Enabled: True
6135156770	Broadband Svc- Council IPads January	196.85	02/20/2026	100-410-1110-43250-0000	
	Check Total:	196.85			
Vendor: grain	W.W. Grainger, Inc.			Check Sequence: 55	ACH Enabled: True
9766971809	Trash Bags Black PK 100	59.88	02/20/2026	100-410-1941-42100-0000	
9766971809	Battery Alkaline C Everyday PK12	21.18	02/20/2026	100-410-1941-42100-0000	
9766971809	Trash Bags Grey PK 200	93.52	02/20/2026	100-410-1941-42100-0000	
9766971809	Disposable Gloves Clear XL Size 10 Pk	9.12	02/20/2026	100-410-1941-42100-0000	
9766971809	Facial Tissue 34 20CT. White 2 PLY PK36	87.49	02/20/2026	100-410-1941-42100-0000	
9766971809	Disposable Gloves Clear M Size 10 Pk	9.12	02/20/2026	100-410-1941-42100-0000	
9767137921	Disposable Gloves Clear L Size Pk 500	9.12	02/20/2026	100-410-1941-42100-0000	
9799512935	Line Interactive 700.0VA 120VAC	407.46	02/20/2026	601-494-9440-42102-0000	
	Check Total:	696.89			
Vendor: watco	Watson Company			Check Sequence: 56	ACH Enabled: True
155891	RAC Concessions - Inst Fds & Groc	719.77	02/20/2026	205-450-5205-42550-0000	
155891	Fuel Charge	6.00	02/20/2026	205-450-5205-42550-0000	
155891	RAC Concessions - Bev & Concessions	397.27	02/20/2026	205-450-5205-42550-0000	
155891	RAC Concessions - Snacks	33.38	02/20/2026	205-450-5205-42550-0000	
155891	RAC Concessions - Candy	70.20	02/20/2026	205-450-5205-42550-0000	
156085	RAC Concessions - Beverages & Concessions	294.80	02/20/2026	205-450-5205-42550-0000	
156085	RAC Concessions - Snacks	114.78	02/20/2026	205-450-5205-42550-0000	
156085	RAC Concessions - Paper Plates	38.94	02/20/2026	205-450-5205-42550-0000	
156085	Fuel Charge	6.00	02/20/2026	205-450-5205-42550-0000	
156085	RAC Concessions - Candy	42.16	02/20/2026	205-450-5205-42550-0000	
156085	RAC Concessions - Inst Foods & Groc	725.07	02/20/2026	205-450-5205-42550-0000	
	Check Total:	2,448.37			
Vendor: webal	Webaloo LLC			Check Sequence: 57	ACH Enabled: True
13598-17845	Communications Consultant 2/9/26 - 2/15/26	396.00	02/20/2026	100-410-1325-43100-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	396.00			
Vendor: wulex	Wulf Excavating Inc			Check Sequence: 58	ACH Enabled: True
3784	Excavation Rip Frost & Labor-Repair Watermair	5,442.00	02/20/2026	601-494-9440-43100-0000	
3785	Excavation Rip Frost & Labor-Repair Curbstop I	4,975.10	02/20/2026	601-494-9440-43100-0000	
	Check Total:	10,417.10			
Vendor: xcele	Xcel Energy			Check Sequence: 59	ACH Enabled: False
51-6488911-0	Traffic Signals January	1,266.39	02/20/2026	100-430-3120-43170-0000	
	Check Total:	1,266.39			
Vendor: xcele	Xcel Energy			Check Sequence: 60	ACH Enabled: False
51-0015186280-8	Fieldhouse Electric January	3,486.84	02/20/2026	209-450-5207-43810-0000	
	Check Total:	3,486.84			
Vendor: xcele	Xcel Energy			Check Sequence: 61	ACH Enabled: False
51-6488907-4	Towers & Wells Electric Service January	13,209.38	02/20/2026	601-494-9440-43810-0000	
	Check Total:	13,209.38			
	Total for Check Run:	151,137.03			
	Total of Number of Checks:	61			

Accounts Payable

Computer Check Proof List by Vendor

User: LPettis
Printed: 02/27/2026 - 9:16AM
Batch: 00005.02.2026

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: acmto	Acme Electric Motor Inc.			Check Sequence: 1	ACH Enabled: False
15769490	Milwaukee M12 Red Lithium CP 2.0 Battery Tw	158.00	02/27/2026	602-495-9490-42105-0000	
15769490	Milwaukee M18 Search Light	105.00	02/27/2026	602-495-9490-42105-0000	
15831185	Discount	-180.00	02/27/2026	100-450-5200-43180-0000	
15831185	Milwaukee M18 Red Lithium Forge HD 12.0 Ba	747.00	02/27/2026	100-450-5200-43180-0000	
15831186	Milwaukee M18 Search Light	105.00	02/27/2026	603-496-9495-42105-0000	
	Check Total:	935.00			
Vendor: aees	Advanced Engineering & Environmental Services Inc			Check Sequence: 2	ACH Enabled: True
108763	South Wellfield Wells #10 January	1,757.25	02/27/2026	407-430-3121-43030-2409	
108957	Utility Rate Study January	2,563.08	02/27/2026	601-494-9440-43140-2509	
108957	Utility Rate Study January	2,563.08	02/27/2026	603-496-9495-43140-2509	
108957	Utility Rate Study January	2,563.09	02/27/2026	602-495-9490-43140-2509	
	Check Total:	9,446.50			
Vendor: airgas	Airgas Inc			Check Sequence: 3	ACH Enabled: False
5521962630	Acetylene & Oxygen	216.08	02/27/2026	100-430-3000-42160-0000	
	Check Total:	216.08			
Vendor: ale360	Alert 360			Check Sequence: 4	ACH Enabled: False
16975834	Monitoring-Mar '26-CR	27.56	02/27/2026	100-410-1940-43880-0000	
16975834	Monitoring-Mar '26-FD ST 1	21.66	02/27/2026	100-420-2210-43880-0000	
	Check Total:	49.22			
Vendor: altbu	Alternative Business Furniture, Inc.			Check Sequence: 5	ACH Enabled: True
72869	New Captains Office Build	4,627.71	02/27/2026	100-420-2100-42105-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	4,627.71			
Vendor: lubtec	Ascentek			Check Sequence: 6	ACH Enabled: False
4073643	Mobil DTE Oil Heavy Medium - 5 Gal. Pail	143.77	02/27/2026	100-430-3000-42120-0000	
	Check Total:	143.77			
Vendor: aspmi	Aspen Mills			Check Sequence: 7	ACH Enabled: False
370866	Class B White-FM1	51.60	02/27/2026	100-420-2210-42180-0000	
	Check Total:	51.60			
Vendor: atek	ATEK Distribution LLC			Check Sequence: 8	ACH Enabled: False
29212	Clear Blue Solar Pkg-Territorial Parking Lot Lig	3,760.87	02/27/2026	404-450-5200-45300-2207	
	Check Total:	3,760.87			
Vendor: beaoi	Beaudry Oil & Service Inc.			Check Sequence: 9	ACH Enabled: True
1132727	Fuel - Unleaded And Diesel	11,917.31	02/27/2026	100-000-0000-14100-0000	
	Check Total:	11,917.31			
Vendor: belco	Bellboy Corporation			Check Sequence: 10	ACH Enabled: True
0210494900	Liquor	457.50	02/27/2026	609-497-9760-42510-0000	
0210494900	Wine	104.00	02/27/2026	609-497-9760-42530-0000	
0300720100	THC Credit	-85.65	02/27/2026	609-497-9760-42535-0000	
	Check Total:	475.85			
Vendor: bolme	Bolton & Menk Inc			Check Sequence: 11	ACH Enabled: True
0387567	Lift Station No. 3 Rehabilitation #2507	7,693.50	02/27/2026	408-430-3330-43030-2507	
	Check Total:	7,693.50			
Vendor: borrad	Borgen Radiator			Check Sequence: 12	ACH Enabled: False
65623	#40-004 Clean & Repair Heater Core & Fuel Tar	942.90	02/27/2026	100-430-3120-44040-0000	
	Check Total:	942.90			
Vendor: Wirbe	BreakThru Beverage Minnesota Wine & Sprirts			Check Sequence: 13	ACH Enabled: True
125563448	Liquor	150.00	02/27/2026	609-497-9760-42510-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
125566151	Wine	1,131.60	02/27/2026	609-497-9760-42530-0000	
125566152	Liquor	6,484.42	02/27/2026	609-497-9760-42510-0000	
125669041	Wine	340.35	02/27/2026	609-497-9760-42530-0000	
125669462	Liquor	327.51	02/27/2026	609-497-9760-42510-0000	
414207147	Mix Credit	-7.15	02/27/2026	609-497-9760-42540-0000	
414362931	Liquor Credit	-7.57	02/27/2026	609-497-9760-42510-0000	
	Check Total:	8,419.16			
Vendor: minnc	Business Planning Concepts Inc			Check Sequence: 14	ACH Enabled: False
720603032026	02.2026 NCPERS Life Insurance EE Reimburse(	192.00	02/27/2026	997-000-0000-21704-0000	
	Check Total:	192.00			
Vendor: callto	CallTower Inc			Check Sequence: 15	ACH Enabled: True
203038848	Monthly Phone Service February	1,543.03	02/27/2026	100-410-1330-43250-0000	
	Check Total:	1,543.03			
Vendor: capbe	Capitol Beverage			Check Sequence: 16	ACH Enabled: True
3253146	Beer	110.00	02/27/2026	609-497-9760-42520-0000	
3253147	Beer	5,398.70	02/27/2026	609-497-9760-42520-0000	
3253147	NA	318.70	02/27/2026	609-497-9760-42540-0000	
3255891	Liquor	613.00	02/27/2026	609-497-9760-42510-0000	
3255893	Beer	1,431.70	02/27/2026	609-497-9760-42520-0000	
	Check Total:	7,872.10			
Vendor: cdwgo	CDW Government			Check Sequence: 17	ACH Enabled: True
AH9VT4L	New Captain Office - Web Camera	63.69	02/27/2026	100-420-2100-42105-0000	
	Check Total:	63.69			
Vendor: cdwgo	CDW Government			Check Sequence: 18	ACH Enabled: True
AH9WP8L	New Captain Office - Computer Monitors	520.78	02/27/2026	100-420-2100-42105-0000	
	Check Total:	520.78			
Vendor: cdwgo	CDW Government			Check Sequence: 19	ACH Enabled: True
AH9Z85F	RWAS Handheld Scanners For POS	929.48	02/27/2026	609-497-9760-42010-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	929.48			
Vendor: cdwgo	CDW Government			Check Sequence: 20	ACH Enabled: True
AH9YG7A	New Captain Office - TV Mount	92.75	02/27/2026	100-420-2100-42105-0000	
	Check Total:	92.75			
Vendor: cdwgo	CDW Government			Check Sequence: 21	ACH Enabled: True
AI1Y74J	VEEAM Server Backup Licenses	940.00	02/27/2026	100-410-1330-43190-0000	
	Check Total:	940.00			
Vendor: cenen	CenterPoint Energy Resources Corp.			Check Sequence: 22	ACH Enabled: False
5478083-8	RWAS Gas January	696.78	02/27/2026	609-497-9760-43830-0000	
	Check Total:	696.78			
Vendor: berbe	Chas. A. Bernick Inc.			Check Sequence: 23	ACH Enabled: False
10457665	THC	574.00	02/27/2026	609-497-9760-42535-0000	
10457666	NA	201.96	02/27/2026	609-497-9760-42540-0000	
10457667	NA	32.50	02/27/2026	609-497-9760-42540-0000	
10457667	Beer	747.85	02/27/2026	609-497-9760-42520-0000	
10457668	Beer Credit	-49.20	02/27/2026	609-497-9760-42520-0000	
10460231	Beer	3,779.10	02/27/2026	609-497-9760-42520-0000	
10460231	NA	275.60	02/27/2026	609-497-9760-42540-0000	
	Check Total:	5,561.81			
Vendor: cinco	Cintas Corporation			Check Sequence: 24	ACH Enabled: True
4259319364	RWAS Mats & Towels 2/11/26	104.98	02/27/2026	609-497-9760-43100-0000	
4260070252	Uniform - Janitorial 2/18/26	4.06	02/27/2026	100-410-1940-44060-0000	
4260070252	Uniform - WTR 2/18/26	5.12	02/27/2026	601-494-9440-42180-0000	
4260070252	Uniform - SWR 2/18/26	5.12	02/27/2026	602-495-9490-42180-0000	
4260070252	Uniform - PW 2/18/26	24.29	02/27/2026	100-430-3000-42180-0000	
4260070252	Mats & Towels 2/18/26	33.65	02/27/2026	100-430-3000-44060-0000	
4260070252	Uniform - Gen'l. Gov't. Bldgs. 2/18/26	2.88	02/27/2026	100-410-1940-42180-0000	
4260070252	Uniform - PK 2/18/26	15.46	02/27/2026	100-450-5200-42180-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	195.56			
Vendor: colpap	Cole Papers Inc			Check Sequence: 25	ACH Enabled: True
10684880	SCBA Decon Detergent	125.78	02/27/2026	100-420-2210-42100-0000	
	Check Total:	125.78			
Vendor: cit	Computer Integration Technologies Inc			Check Sequence: 26	ACH Enabled: True
510548	Endpoint Detection And DNS Filtering	772.50	02/27/2026	100-410-1330-43190-0000	
	Check Total:	772.50			
Vendor: mnpip	Core & Main LP			Check Sequence: 27	ACH Enabled: False
V000025002	OMNI+ 1-1/2 T2 1G 13LL 8WHL SM 20' TRPL	1,179.36	02/27/2026	601-494-9440-42150-0000	
	Check Total:	1,179.36			
Vendor: dahdi	Dahlheimer Distributing Co.			Check Sequence: 28	ACH Enabled: True
2695517	THC	659.00	02/27/2026	609-497-9760-42535-0000	
2695519	NA	86.75	02/27/2026	609-497-9760-42540-0000	
2695520	Beer	892.95	02/27/2026	609-497-9760-42520-0000	
2697754	Beer	3,829.95	02/27/2026	609-497-9760-42520-0000	
2697755	THC	400.00	02/27/2026	609-497-9760-42535-0000	
2697756	Beer	36.00	02/27/2026	609-497-9760-42520-0000	
2697787	THC Credit	-64.00	02/27/2026	609-497-9760-42535-0000	
2701194	Liquor	2,840.00	02/27/2026	609-497-9760-42510-0000	
2701195	NA	198.10	02/27/2026	609-497-9760-42540-0000	
2701196	Beer	1,146.45	02/27/2026	609-497-9760-42520-0000	
2703717	Beer	13,810.10	02/27/2026	609-497-9760-42520-0000	
2703755	Beer Credit	-88.80	02/27/2026	609-497-9760-42520-0000	
	Check Total:	23,746.50			
Vendor: delde	Delta Dental of Minnesota			Check Sequence: 29	ACH Enabled: False
RIS0006884035	03.2026 - EE Paid Dental Insurance	5,294.78	02/27/2026	997-000-0000-21707-0000	
	Check Total:	5,294.78			
Vendor: cldis	Dick Family Inc.			Check Sequence: 30	ACH Enabled: True

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
2251322	Beer	492.75	02/27/2026	609-497-9760-42520-0000	
	Check Total:	492.75			
Vendor: dmxmu	DMX Music - Minneapolis			Check Sequence: 31	ACH Enabled: False
59391800	RWAS Music March	53.45	02/27/2026	609-497-9760-43100-0000	
	Check Total:	53.45			
Vendor: ecmpu	ECM Publishers, Inc.			Check Sequence: 32	ACH Enabled: True
1085826	Ad For Bids - Lift Station No. 3	308.00	02/27/2026	408-430-3330-43520-2507	
1085827	Publishing- Summary Ord 2026-01	72.00	02/27/2026	100-410-1910-43520-0000	
1085828	PH Notice - Cowley Lk 02.24.26	192.00	02/27/2026	100-410-1910-43520-0000	
	Check Total:	572.00			
Vendor: ehlas	Ehlers & Associates Inc			Check Sequence: 33	ACH Enabled: False
105388	Ebert Apartments-Willis Trucking Site January 2	350.00	02/27/2026	203-410-1325-43140-8150	
105389	Fredrick Apts Tax Abatement Calculation	155.00	02/27/2026	203-465-6500-43140-0000	
105390	First Half Flat Fee-Willis Trucking Site January	6,500.00	02/27/2026	203-410-1325-43140-8150	
	Check Total:	7,005.00			
Vendor: facmo	Elliot Auto Supply Co, Inc.			Check Sequence: 34	ACH Enabled: False
128-233396	Battery CCA760 RC120	81.50	02/27/2026	601-494-9440-42103-0000	
128-233396	Battery CCA760 RC120	81.50	02/27/2026	602-495-9490-42103-0000	
128-233399	#6837 Rotopasy-Brake	185.40	02/27/2026	100-420-2100-42103-0000	
128-233470	Blade ASM-WSW (99)	32.00	02/27/2026	100-430-3000-42103-0000	
6-1713997	#6837 Brake Line Kit	68.70	02/27/2026	100-420-2100-42103-0000	
	Check Total:	449.10			
Vendor: elmcr	Elm Creek WMO			Check Sequence: 35	ACH Enabled: False
02192026	Escrow-Watershed Review-Civic Campus	5,900.00	02/27/2026	400-000-0000-10100-0000	
02192026	Escrow-Watershed Review-Civic Campus	-5,900.00	02/27/2026	400-000-0000-10100-4014	
02192026	Escrow-Watershed Review-Civic Campus	5,900.00	02/27/2026	400-420-2100-43030-2202	
	Check Total:	5,900.00			
Vendor: mires	Global Reserve			Check Sequence: 36	ACH Enabled: True

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
ORD-23499	THC	890.00	02/27/2026	609-497-9760-42535-0000	
	Check Total:	890.00			
Vendor: grabe	Grape Beginnings, Inc.			Check Sequence: 37	ACH Enabled: False
MN00179389	Liquor	228.00	02/27/2026	609-497-9760-42510-0000	
MN00179389	Wine	531.00	02/27/2026	609-497-9760-42530-0000	
	Check Total:	759.00			
Vendor: guafl	Guardian Fleet Safety			Check Sequence: 38	ACH Enabled: False
304321	#6861 New Squad Build	10,586.16	02/27/2026	400-420-2100-45500-0000	
	Check Total:	10,586.16			
Vendor: guape	Guardian Pest Solutions Inc.			Check Sequence: 39	ACH Enabled: False
2733093	Pest Control - Hassan Town Hall February	33.60	02/27/2026	100-410-1940-43140-0000	
2734141	Commercial Pest Control February	16.20	02/27/2026	100-410-1940-43140-0000	
2734141	Commercial Pest Control February	37.80	02/27/2026	100-430-3000-43140-0000	
2734329	Commercial Pest Control - PD February	54.00	02/27/2026	100-420-2100-43140-0000	
	Check Total:	141.60			
Vendor: hassa	Hassan Sand & Gravel, Inc.			Check Sequence: 40	ACH Enabled: True
194188	Pulverized & Screened Topsoil For Stump Remo	118.50	02/27/2026	100-450-5200-43180-0000	
	Check Total:	118.50			
Vendor: heapar	Health Partners			Check Sequence: 41	ACH Enabled: False
616867732504	03.2026 - EE Paid Health Insurance	20,094.28	02/27/2026	997-000-0000-21706-0000	
616867732504	03.2026 - ER Paid Health Insurance	120,872.72	02/27/2026	997-000-0000-21706-0000	
	Check Total:	140,967.00			
Vendor: hencosh	Hennepin County Accounts Receivable			Check Sequence: 42	ACH Enabled: False
1000261105	PD Radio Fleet Fee - January 2026	5,636.42	02/27/2026	100-420-2100-44120-0000	
1000261346	HCSO Jail Per Diem Invoice - January 2026	1,432.60	02/27/2026	100-420-2100-43100-0000	
	Check Total:	7,069.02			
Vendor: hente	Hennepin Technical College			Check Sequence: 43	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
1346325	Fire Academy-Beehler	2,045.00	02/27/2026	100-420-2210-44360-0000	
1348218	Hazmat Ops-Ende & Hagen	1,090.00	02/27/2026	100-420-2210-44360-0000	
	Check Total:	3,135.00			
Vendor: innof	Innovative Office Solutions LLC			Check Sequence: 44	ACH Enabled: True
IN5063405	Forks & Knives	36.97	02/27/2026	603-496-9495-42100-0000	
IN5063405	Forks & Knives	36.98	02/27/2026	601-494-9440-42100-0000	
IN5063405	Forks & Knives	36.98	02/27/2026	100-430-3000-42100-0000	
IN5063405	Forks & Knives	36.97	02/27/2026	100-450-5200-42100-0000	
IN5063405	Forks & Knives	36.98	02/27/2026	602-495-9490-42100-0000	
IN5063405	Forks & Knives	36.97	02/27/2026	100-410-1950-42100-0000	
	Check Total:	221.85			
Vendor: jagla	J&A Glass and Mirror, Inc.			Check Sequence: 45	ACH Enabled: False
62505	Replace Window At SCP Warming House	415.00	02/27/2026	100-450-5200-44010-0000	
	Check Total:	415.00			
Vendor: johbr	Johnson Brothers Liquor Co.			Check Sequence: 46	ACH Enabled: False
2981856	Liquor	535.95	02/27/2026	609-497-9760-42510-0000	
2981857	Wine	282.60	02/27/2026	609-497-9760-42530-0000	
2986575	Liquor	703.59	02/27/2026	609-497-9760-42510-0000	
2986576	Wine	636.21	02/27/2026	609-497-9760-42530-0000	
2988326	Liquor	423.80	02/27/2026	609-497-9760-42510-0000	
2988366	Liquor	9,966.70	02/27/2026	609-497-9760-42510-0000	
2988367	Wine	1,985.86	02/27/2026	609-497-9760-42530-0000	
2988369	Liquor	1,795.39	02/27/2026	609-497-9760-42510-0000	
2990652	Liquor	9,773.94	02/27/2026	609-497-9760-42510-0000	
2991395	Liquor	43.17	02/27/2026	609-497-9760-42510-0000	
2991396	Wine	1,226.76	02/27/2026	609-497-9760-42530-0000	
2992941	Liquor	1,644.85	02/27/2026	609-497-9760-42510-0000	
2992942	Wine	255.54	02/27/2026	609-497-9760-42530-0000	
2992977	Liquor	6,007.40	02/27/2026	609-497-9760-42510-0000	
2992978	Wine	1,370.26	02/27/2026	609-497-9760-42530-0000	
2992979	Liquor	1,661.11	02/27/2026	609-497-9760-42510-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
5125210	Wine	266.10	02/27/2026	609-497-9760-42530-0000	
5125256	Liquor	343.54	02/27/2026	609-497-9760-42510-0000	
5125257	Wine	2,952.87	02/27/2026	609-497-9760-42530-0000	
5125258	Liquor	77.27	02/27/2026	609-497-9760-42510-0000	
51281367	Mix	42.00	02/27/2026	609-497-9760-42540-0000	
5128828	Wine Delivery Charge	1.77	02/27/2026	609-497-9760-42530-0000	
5128865	Liquor	2,189.26	02/27/2026	609-497-9760-42510-0000	
5128866	Wine	2,626.18	02/27/2026	609-497-9760-42530-0000	
5129912	Wine	625.52	02/27/2026	609-497-9780-42530-0000	
7553388	Wine Delivery Charge	0.74	02/27/2026	609-497-9760-42530-0000	
7553397	Wine	109.27	02/27/2026	609-497-9760-42530-0000	
7554176	Wine	321.31	02/27/2026	609-497-9760-42530-0000	
7554185	Wine	1,497.67	02/27/2026	609-497-9760-42530-0000	
	Check Total:	49,366.63			
Vendor: shagr	Kelbro Company			Check Sequence: 47	ACH Enabled: True
129-02504	Ice	109.00	02/27/2026	609-497-9760-42570-0000	
	Check Total:	109.00			
Vendor: lakga	Lakes Gas Co.			Check Sequence: 48	ACH Enabled: True
5015713	Propane For Parks Zamboni	29.80	02/27/2026	100-450-5200-42120-0000	
	Check Total:	29.80			
Vendor: lels	Law Enforcement Labor Services, Inc.			Check Sequence: 49	ACH Enabled: True
February 2026	02.2026 Union Dues - Patrol	1,241.00	02/27/2026	997-000-0000-21709-0000	
February 2026	02.2026 Union Dues - Sergeants	292.00	02/27/2026	997-000-0000-21709-0000	
	Check Total:	1,533.00			
Vendor: lawpr	Lawson Products			Check Sequence: 50	ACH Enabled: False
9313222510	Washers Screws Crimps Etc.	310.29	02/27/2026	100-430-3000-42103-0000	
9313238133	9/16-12 Nylon Ins Hx Flange Lock Nuts Gr8	20.00	02/27/2026	100-430-3000-42103-0000	
	Check Total:	330.29			
Vendor: leoda	Leo A. Daly LLC			Check Sequence: 51	ACH Enabled: False

Invoice No		Description	Amount	Pmt Date	Acct Number	Reference
023-10733-000-8		Civic Campus Architect & Eng. Svcs Thru 2/13/	148,147.18	02/27/2026	400-420-2100-43030-2202	
023-10733-000-8		Civic Campus Architect & Eng. Svcs Thru 2/13/	-148,147.18	02/27/2026	400-000-0000-10100-4014	
023-10733-000-8		Civic Campus Architect & Eng. Svcs Thru 2/13/	148,147.18	02/27/2026	400-000-0000-10100-0000	
		Check Total:	148,147.18			
Vendor:	lmcit	LMCIT			Check Sequence: 52	ACH Enabled: False
10272		Property Damage Deductible 1/1/26-1/1/27	1,000.00	02/27/2026	602-495-9490-43600-0000	
		Check Total:	1,000.00			
Vendor:	lucli	Luce Line Brewing			Check Sequence: 53	ACH Enabled: False
E-5129		Beer	310.00	02/27/2026	609-497-9760-42520-0000	
		Check Total:	310.00			
Vendor:	mamun	M Amundson Cigar & Candy Co LLP			Check Sequence: 54	ACH Enabled: True
418272		Tobacco	2,499.94	02/27/2026	609-497-9760-42560-0000	
		Check Total:	2,499.94			
Vendor:	maceq	MacQueen Equipment, Inc.			Check Sequence: 55	ACH Enabled: True
P62745		Helmet Shields-FM1 Admin1 Ins Ed	332.00	02/27/2026	100-420-2210-42106-0000	
		Check Total:	332.00			
Vendor:	menar	Menards, Inc.			Check Sequence: 56	ACH Enabled: True
61237		3/4" 66' 3M 33+ Electric Tape	9.96	02/27/2026	100-410-1940-42100-0000	
61237		BK 5/8"X6' Half Round	13.16	02/27/2026	449-420-2210-45200-2508	
61237		BK 3/4" 13 -PC ACCS PK	4.99	02/27/2026	449-420-2210-45200-2508	
61237		3/4" 15' 3M Splicing Tape	7.98	02/27/2026	100-410-1940-42100-0000	
61237		WH Metal Standard Box	10.21	02/27/2026	449-420-2210-45200-2508	
61237		Basic Digital T-Stat	22.99	02/27/2026	449-420-2210-45200-2508	
61239		18" Cinch Staro-2Pk	9.00	02/27/2026	100-450-5200-42100-0000	
61239		50:1 Fuel Premix 110 Oz	67.62	02/27/2026	100-450-5200-42120-0000	
61240		Adjustable Magnetic Hook	19.99	02/27/2026	601-494-9440-42100-0000	
61240		11.4X9 Storage Organizer	8.99	02/27/2026	601-494-9440-42100-0000	
61240		Rotary Tool Kit 0.7A 80 Pc	7.49	02/27/2026	601-494-9440-42105-0000	
61253		WH 5/8"X6' Half Round EA	13.16	02/27/2026	449-420-2210-45200-2508	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
61253	WH 3/4" 13 -PC ACC Pack	6.88	02/27/2026	449-420-2210-45200-2508	
61253	3/8" FIP Brass Coupling	3.49	02/27/2026	449-420-2210-45200-2508	
61510	50' 12/3 Yellow Lock Cord - Renovate Old Signs	93.12	02/27/2026	100-430-3120-42260-0000	
61510	Fluorescent Spray Red-Orange - Renovate Old S	6.88	02/27/2026	100-430-3120-42260-0000	
61538	16"X32" Heavyweight Pegboard-SCP Maint. Blc	19.99	02/27/2026	100-450-5200-42102-0000	
61538	3/4(23/32CAT)4X8 Rtd Shtg-SCP Maint. Bldg	33.98	02/27/2026	100-450-5200-42102-0000	
61538	2X4 Ceiling Storage Kit-SCP Maint. Bldg	49.99	02/27/2026	100-450-5200-42102-0000	
61538	Cable Tie Jar Black (500)-SCP Maint. Bldg	9.99	02/27/2026	100-450-5200-42102-0000	
61538	2X4-10' Stud/#2&BTR SPF-SCP Maint. Bldg	46.50	02/27/2026	100-450-5200-42102-0000	
61538	Assorted HD Peg Hooks-SCP Maint. Bldg	11.49	02/27/2026	100-450-5200-42102-0000	
61592	1/2" Steel Socket Rail	2.98	02/27/2026	601-494-9440-42105-0000	
61592	MF-DPIMP SKT 1/2DR 25PC	94.99	02/27/2026	601-494-9440-42105-0000	
61621	16"X48" Heavyweight Pegboard-SCP Maint. Blc	24.99	02/27/2026	100-450-5200-42102-0000	
61621	16"X32" Heavyweight Pegboard-SCP Maint. Blc	19.99	02/27/2026	100-450-5200-42102-0000	
61621	1/4 X 3 YZ PWL XP SOCT-SCP Maint. Bldg	17.99	02/27/2026	100-450-5200-42102-0000	
61621	RSS 1/4"X1-1/2" 50CT-SCP Maint. Bldg	14.83	02/27/2026	100-450-5200-42102-0000	
	Check Total:	653.62			
Vendor: metcou	Metropolitan Council Environmental Services			Check Sequence: 57	ACH Enabled: True
JANUARY 2026	SAC Report January 2026	46,742.85	02/27/2026	408-430-3330-43851-0000	
	Check Total:	46,742.85			
Vendor: metli	Metropolitan Life Insurance Co			Check Sequence: 58	ACH Enabled: False
5780090	02.2026 MN Paid Leave	7,252.42	02/27/2026	997-000-0000-21757-0000	
5780090	02.2026 - Met Life Ancillary Plans	1,156.09	02/27/2026	997-000-0000-21751-0000	
	Check Total:	8,408.51			
Vendor: schso	MN Equipment Inc.			Check Sequence: 59	ACH Enabled: True
P68776	#30-005 7K Electric Spr	1,927.90	02/27/2026	100-430-3000-42103-0000	
	Check Total:	1,927.90			
Vendor: newfr	New France Wine Co			Check Sequence: 60	ACH Enabled: False
263108	Liquor	114.00	02/27/2026	609-497-9760-42510-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	114.00			
Vendor: newda	David Newman			Check Sequence: 61	ACH Enabled: False
02/19/2026	Death Investigation Training 3/17-3/19/26 Tusha	395.00	02/27/2026	100-420-2100-44360-0000	
	Check Total:	395.00			
Vendor: norto	Northern Tool & Equipment			Check Sequence: 62	ACH Enabled: True
c4d95176	13 Pc Tamper Resistant Star Bit	14.24	02/27/2026	100-430-3120-42105-0000	
	Check Total:	14.24			
Vendor: olsco	Olsen Chain & Cable, Inc.			Check Sequence: 63	ACH Enabled: False
738910	GP Bigmouth Dee Shackle 46T WK-I2	30.20	02/27/2026	100-430-3000-42103-0000	
	Check Total:	30.20			
Vendor: pauso	Paustis & Sons			Check Sequence: 64	ACH Enabled: True
285231	Wine Credit	-128.00	02/27/2026	609-497-9760-42530-0000	
287117	Wine Credit	-88.00	02/27/2026	609-497-9760-42530-0000	
288049	Wine	748.00	02/27/2026	609-497-9760-42530-0000	
288289	Wine Credit	-88.00	02/27/2026	609-497-9760-42530-0000	
	Check Total:	444.00			
Vendor: prelo	Premier Locating Inc			Check Sequence: 65	ACH Enabled: False
43480	Locates February	204.25	02/27/2026	602-495-9490-43150-0000	
43480	Locates February	66.50	02/27/2026	603-496-9495-43150-0000	
43480	Locates February	204.25	02/27/2026	601-494-9440-43150-0000	
	Check Total:	475.00			
Vendor: repse	Republic Services #899			Check Sequence: 66	ACH Enabled: False
0899-004927750	RWAS-Garbage January	1,205.57	02/27/2026	609-497-9760-43840-0000	
	Check Total:	1,205.57			
Vendor: rogtr	Rogers Ace			Check Sequence: 67	ACH Enabled: False
30870	Painters Tape Blue 60 Yd	29.99	02/27/2026	100-430-3120-42100-0000	
30870	Spray Paint Fluorescent Orange 11 Oz	9.59	02/27/2026	100-430-3120-42100-0000	

Invoice No		Description	Amount	Pmt Date	Acct Number	Reference
30878		Bibb Hose 3/4" Threaded	22.99	02/27/2026	601-494-9440-42104-0000	
30878		Bibb Hose 3/4" Ball Valve	17.99	02/27/2026	601-494-9440-42104-0000	
30878		Bibb Hose 1/2" Ball Valve	14.99	02/27/2026	601-494-9440-42104-0000	
30891		Paint For Tools	43.74	02/27/2026	601-494-9440-42100-0000	
30892		Stencil Set HD 4" 36 Pk	12.99	02/27/2026	100-430-3120-42100-0000	
30894		Thread Locker Red .2 Oz	9.99	02/27/2026	601-494-9440-42100-0000	
30896		Spray Paint Ace GLS Clear	14.97	02/27/2026	601-494-9440-42100-0000	
		Check Total:	177.24			
Vendor:	seclif	Securian Life Insurance Co			Check Sequence: 68	ACH Enabled: False
70837		02.2026 - ER Life Insurance	157.10	02/27/2026	997-000-0000-21708-0000	
70837		02.2026 - EE Life Insurance	2,959.80	02/27/2026	997-000-0000-21708-0000	
		Check Total:	3,116.90			
Vendor:	souwi	Southern Glazers Wine & Spirits of Minnesota			Check Sequence: 69	ACH Enabled: False
2724284		Liquor	1,289.64	02/27/2026	609-497-9760-42510-0000	
2724285		Wine	121.28	02/27/2026	609-497-9760-42530-0000	
2724286		Wine	1,014.74	02/27/2026	609-497-9760-42530-0000	
2726771		Liquor	2,588.45	02/27/2026	609-497-9760-42510-0000	
2726772		Wine	768.85	02/27/2026	609-497-9760-42530-0000	
		Check Total:	5,782.96			
Vendor:	strei	Streicher's Inc.			Check Sequence: 70	ACH Enabled: False
I1809728		Uniform Patches	250.00	02/27/2026	100-420-2100-42180-0000	
I1810413		Uniforms - CSO Zachary Wells	74.99	02/27/2026	100-420-2100-42180-0000	
I1810708		Uniforms - West Command Public Order - Dupic	129.99	02/27/2026	100-420-2100-42180-0000	
I1811035		Uniforms - CSO Zachary Wells	15.00	02/27/2026	100-420-2100-42180-0000	
		Check Total:	469.98			
Vendor:	tenfo	Tenvoorde Ford			Check Sequence: 71	ACH Enabled: False
inv268051		#6862 Police Interceptor VIN:1FM5K8AB9TGA	44,848.44	02/27/2026	400-420-2100-45500-0000	
		Check Total:	44,848.44			
Vendor:	terge	Terra General Contractors, LLC			Check Sequence: 72	ACH Enabled: True

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Pay App 13	Pay App #13 Const. Services - Material Fieldhou	286,059.72	12/31/2025	410-450-5200-45200-2201	
Pay App 13	Pay App #13 Const. Serv. - Labor Fieldhouse	492,699.17	12/31/2025	410-450-5200-45200-2201	
	Check Total:	778,758.89			
Vendor: theam	The American Bottling Co.			Check Sequence: 73	ACH Enabled: False
4849609898	Mix	657.13	02/27/2026	609-497-9760-42540-0000	
	Check Total:	657.13			
Vendor: onene	theipguys.net LLC			Check Sequence: 74	ACH Enabled: False
D-513014	Monthly Fiber Data And Analog Services March	1,529.43	02/27/2026	100-410-1330-43250-0000	
D-513019	Monthly Fiber Data And Analog Services March	288.75	02/27/2026	609-497-9760-43250-0000	
	Check Total:	1,818.18			
Vendor: timcl	TimeClock Plus			Check Sequence: 75	ACH Enabled: True
INV00467879	2026 Schedule Anywhere License	1,570.34	02/27/2026	100-420-2100-44330-0000	
	Check Total:	1,570.34			
Vendor: urbgr	Urban Growler Brewing Company, LLC			Check Sequence: 76	ACH Enabled: False
E-42265	Beer	88.00	02/27/2026	609-497-9760-42520-0000	
	Check Total:	88.00			
Vendor: verwi	Verizon Wireless Services, LLC			Check Sequence: 77	ACH Enabled: True
6135156767	PD - January Verizon Wireless	1,968.28	02/27/2026	100-420-2100-43250-0000	
	Check Total:	1,968.28			
Vendor: verwi	Verizon Wireless Services, LLC			Check Sequence: 78	ACH Enabled: True
6135156769	Mobile Broadband-Lift Stations January	120.09	02/27/2026	602-495-9490-43250-0000	
6135156769	Mobile Broadband-Storm Water January	20.02	02/27/2026	603-496-9495-43250-0000	
6135156769	Mobile Broadband-Parks January	20.02	02/27/2026	100-450-5200-43250-0000	
6135156769	Mobile Broadband-Water January	30.03	02/27/2026	601-494-9440-43250-0000	
6135156769	Mobile Broadband-Engineering January	80.02	02/27/2026	100-410-1950-43250-0000	
6135156769	Mobile Broadband-PW Streets January	70.02	02/27/2026	100-430-3000-43250-0000	
	Check Total:	340.20			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: vinin	Vinocopia Inc			Check Sequence: 79	ACH Enabled: True
0390257-IN	Wine	662.00	02/27/2026	609-497-9760-42530-0000	
0390257-IN	Liquor	90.25	02/27/2026	609-497-9760-42510-0000	
	Check Total:	752.25			
Vendor: grain	W.W. Grainger, Inc.			Check Sequence: 80	ACH Enabled: True
9817892236	Hand Pump Lever Polypropylene 12oz/Stroke	71.01	02/27/2026	100-430-3000-42100-0000	
9818348048	Battery 4 AH LI-ION	113.97	02/27/2026	100-430-3000-42105-0000	
	Check Total:	184.98			
Vendor: xcele	Xcel Energy			Check Sequence: 81	ACH Enabled: False
51-6488908-5	Lift Stations January	2,792.21	02/27/2026	602-495-9490-43810-0000	
	Check Total:	2,792.21			
Vendor: xcele	Xcel Energy			Check Sequence: 82	ACH Enabled: False
51-6488909-6	Triangle Park/Veteran's Mem'l. - Light January	42.73	02/27/2026	100-450-5200-43810-0000	
51-6488909-6	Parks Electric January	2,779.53	02/27/2026	100-450-5200-43810-0000	
	Check Total:	2,822.26			
Vendor: xcele	Xcel Energy			Check Sequence: 83	ACH Enabled: False
51-6488910-9	Community Rm-21201 Memorial Dr. January	361.22	02/27/2026	100-410-1940-43810-0000	
51-6488910-9	Public Works-22350 S. Diamond Lk. Rd. January	795.38	02/27/2026	100-430-3000-43810-0000	
51-6488910-9	Boyer -21701Industrial Blvd. January	576.94	02/27/2026	100-410-1940-43810-0000	
51-6488910-9	City Hall-22350 S. Diamond Lk. Rd. January	340.88	02/27/2026	100-410-1940-43810-0000	
51-6488910-9	Event Center-12716 Main St. January	1,332.91	02/27/2026	100-410-1941-43810-0000	
51-6488910-9	Hassan Town Hall-25000 Hassan Pkwy January	111.69	02/27/2026	100-410-1940-43810-0000	
51-6488910-9	Civic Storage Bldg.-21195 Memorial Dr. January	21.57	02/27/2026	100-410-1940-43810-0000	
51-6488910-9	Police Dept. - 21860 Industrial Blvd. January	939.65	02/27/2026	100-420-2100-43810-0000	
51-6488910-9	Fire Dept.-21201 Memorial Dr. January	283.82	02/27/2026	100-420-2210-43810-0000	
51-6488910-9	Sec. Lights Civic Storage Bldg-21195 Memorial	7.00	02/27/2026	100-410-1940-43810-0000	
	Check Total:	4,771.06			
Vendor: xcele	Xcel Energy			Check Sequence: 84	ACH Enabled: False
51-0015697400-7	Traffic Signals-13506 Rogers Dr New Proj. 2/10	8,863.61	02/27/2026	100-430-3120-43170-0000	

Invoice No		Description	Amount	Pmt Date	Acct Number	Reference
		Check Total:	8,863.61			
Vendor:	yalme	Yale Mechanical, LLC			Check Sequence: 85	ACH Enabled: True
282580		Ignition Control And Relays For PD	562.43	02/27/2026	100-420-2100-42102-0000	
		Check Total:	562.43			
		Total for Check Run:	1,401,595.87			
		Total of Number of Checks:	85			

STAFF REPORT **Meeting Date**: March 10, 2026

ROGERS CITY COUNCIL **Agenda Item**: 5.3

Subject: Approval of Temporary On-Sale Liquor License Application for the Rogers Lions Club on April 17, 2026 at Mary Queen of Peace Parish Center, 21304 Church Avenue

Prepared By: Stacie Brown, City Clerk

Recommended Council Action

Motion to approve a temporary On-Sale liquor license application for the Rogers Lions Club on April 17, 2026 at Mary Queen of Peace Parish Center, 21304 Church Avenue

Overview / Background / Analysis

The Rogers Lions Club have requested a temporary On-Sale liquor license for a fundraiser to be held at Mary Queen of Peace Parish Center on April 17, 2026.

Staff Recommendation

Motion to approve a temporary On-Sale liquor license application for the Rogers Lions Club on April 17, 2026 at Mary Queen of Peace Parish Center, 21304 Church Avenue

Financial Impact: **Source Fund**:

Budgeted? N/A

Supporting Documentation

None

STAFF REPORT **Meeting Date**: March 10, 2026

ROGERS CITY COUNCIL **Agenda Item**: 5.4

Subject: Approval of a New Tobacco License for Anna Tobacco Rogers, LLC Located at 21343 John Milless Drive, Rogers, MN
Prepared By: Stacie Brown, City Clerk

Recommended Council Action

Motion to approve a new tobacco license application for Anna Tobacco Rogers, LLC, conditioned on clearing of a Criminal History check and the issuance of a Certificate of Occupancy through the Rogers Building Department.

Overview / Background / Analysis

The City has received an application for a new tobacco license from Anna Tobacco Rogers, LLC for the retail space located at 21343 John Milless Drive. All required paperwork and fees have been received by the City, and a Minnesota Criminal History check is in process through the Rogers Police Department.

The applicant has been informed that Council approval of this application will be conditioned on successful clearing of the Criminal History check, as well as the issuance of a Certificate of Occupancy through the Rogers Building Department.

Staff Recommendation

Motion to approve a new tobacco license application for Anna Tobacco Rogers, LLC, conditioned on clearing of a Criminal History check and the issuance of a Certificate of Occupancy through the Rogers Building Department.

Financial Impact: **Source Fund**:

Budgeted?

Supporting Documentation

None

STAFF REPORT **Meeting Date**: March 10, 2026

ROGERS CITY COUNCIL **Agenda Item**: 5.5

Subject: Approval of Ordinance 2026-05 Amending City Code Section 30-64 Updating the Regulations Related to Dangerous Weapons and Approval of Resolution 2026-19 Authorizing the Summary Publication

Prepared By: Brett Angell, Community Development Director

Recommended Council Action

Motion to approve Ordinance 2026-05 amending City Code Section 30-64 updating the regulations related to dangerous weapons.

Motion to approve Resolution 2026-19 authorizing the summary publication of Ordinance 2026-05.

Overview / Background / Analysis

On a regular basis, staff evaluate existing ordinances and codes to ensure they are compliant with state statutes, without errors or contradictions, and are reflective of existing procedures or planned improved procedures. Through the evaluation, it was determined that there were alterations that could be made to the dangerous weapons code, specifically correlated to hunting regulations, which should be made.

At the December 9th City Council work session, the Council reviewed the proposed changes to the hunting ordinance. The proposed amendments to Chapter 30-64 are further detailed below and are reflected in the attached ordinance.

1. Section 30-64(c) — amends the code corresponding to permissions needed for hunting on private property.
2. Section 30-64(d)(1) — amends the code by fixing the zoning districts in which hunting is not allowed. The existing code reflects old zoning district designations which are no longer accurate. The proposed code fixes the zoning issues.
3. Section 30-64(d)(3) — increases the hunting buffer from 500 to 750 feet.
4. Section 30-64(d)(5)(d) — clarifies the hunting permit procedures and process. The police department currently issues hunting permits and this is to further clarify this permit and the requirements.
5. Section 30-64(g) — removes the direct code description for what types of dangerous weapons are restricted to instead of referencing the relevant state statutes. This amendment insures that if there is a change at the statewide level, it does not impact or require amendments to our code in the future.
6. Section 30-64(h) — removes the direct reference to officers hunting big or small game as this is guided by statute or other policies.

The proposed amendments do not impact any individuals' rights to legally own a dangerous weapon. The amendments are to further ensure clarity of hunting requirements and remove existing errors within the code.

Staff Recommendation

Staff recommend the approval of Ordinance 2026-05 amending City Code Section 30-64 and approval of Resolution 2026-19 authorizing the summary publication of the ordinance.

Financial Impact: Not applicable. **Source Fund**: Not applicable.

Budgeted? N/A

Supporting Documentation

A. Ordinance 2025-05 Hunting Amendments
B. Resolution 2025-19 Authorizing Summary Publication of Ordinance 2026-05

ORDINANCE NO. 2026-05

CITY OF ROGERS
STATE OF MINNESOTA

AN ORDINANCE AMENDING AND UPDATING THE REGULATIONS RELATED TO DANGEROUS WEAPONS

The City of Rogers hereby ordains:

SECTION 1. Chapter 30, Article III, Section 30-64(c) of the City Code is hereby amended follows:

(c) ~~*Generally, written*~~ *Permission required*. Hunting upon private property as defined in this Chapter ~~land~~ within the city may be conducted with the written permission of the landowner and a hunting permit from the Rogers Police Department, except as prohibited and defined in this section. No permission shall be required for the owner of such land, or members of the owner's immediate family.~~, or guests in the company of the owner of the land~~.

SECTION 2. Chapter 30, Article III, Section 30-64(d)(1) of the City Code is hereby amended as follows:

(1) On lands zoned ~~RE-2, R2, R3, R3-PUD, R4, SI, PUD, B-1, B-2, B-3, B-C and MU-R, MU-D, MU-N, Fletcher Area District and the AG-PUD District~~ R2, R3, R4, R5, PUD, RC, LC, DT, ND, GI, and SB.

(2) On lands zoned ~~LI~~ R1 if the parcel or parcels in such zoning district are contiguous on 50 percent of the parcel(s) perimeter to lands zoned ~~RE-2,~~ R2, R3, R4, R5, or PUD.

SECTION 3. Chapter 30, Article III, Section 30-64(d)(3) of the City Code is hereby amended as follows:

(3) Within ~~500~~ 750 feet of any building, structure, platted area, public park, public trail, or public and private school.

SECTION 4. Chapter 30, Article III, Section 30-64(d)(5)(d) of the City Code is hereby amended as follows:

(d) ~~A request in writing permit to hunt in these areas may be approved by the police chief or his designee if the person requesting is either the landowner or has received permission from the landowner, and the hunting can be done in a safe manner. Granted requests require that the hunter(s) be issued a special permit which shall be displayed at all times while hunting on the permitted property.~~ A permit to hunt shall be required for all individuals except those as deemed exempt from a permit requirement from Section 30-64(c) of this code. Said permit shall be submitted to the Rogers Police Department and will be deemed completed for review only upon receipt of all permit required

elements, including the non-refundable fee. Permit applications shall include dated written permission from the property owner with anticipated hunting dates. Hunting permits shall be subject to any such conditions as are deemed necessary by the Chief of Police or their designee to protect the health, safety and welfare of residents of the city. Hunting permits shall be displayed at all times while hunting on the permitted property and shall have a duration and expiration of the applicable annual hunting season. Hunting permits shall be subject to revocation upon a determination that the permittee has violated any conditions of their permit.

SECTION 5. Chapter 30, Article III, Section 30-64(g) of the City Code is hereby amended as follows:

(g) ~~No rifles shall be discharged within the city except at ranges which are allowed by the Rogers Zoning Ordinance. For the purposes of this subsection, the term "rifle" does not include .22 caliber rim-fire rifles using .22 caliber short, long, or long rifle bullets; or smooth-bore muzzle loading muskets of .45 caliber or larger and rifled muzzle loading muskets of .40 caliber or larger that are incapable of being laded at the breech.~~ The use of certain firearms and dangerous weapons, specifically rifles, within the City of Rogers shall be restricted based upon Minn. Stat. § 97B.031 through Minn. Stat. § 97B.041.

SECTION 6. Chapter 30, Article III, Section 30-64(h) of the City Code is hereby amended as follows:

(h) Nothing in this section shall prohibit peace officers from enforcing the provisions of state law applicable to firearms ~~or the hunting of big or small game~~.

SECTION 7. EFFECTIVE DATE. This ordinance shall take effect following its passage and publication in accordance with state law.

Dated the 10th day of March, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

RESOLUTION 2026-19

A RESOLUTION AUTHORIZING SUMMARY PUBLICATION OF ORDINANCE NO. 2026-05

WHEREAS, the City Council of the City of Rogers adopted Ordinance No. 2026-05 titled "AN ORDINANCE AMENDING AND UPDATING THE REGULATIONS RELATED TO DANGEROUS WEAPONS", 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 of publishing the complete text of Ordinance No. 2026-05 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 2026-05

AN ORDINANCE OF THE CITY OF ROGERS, MINNESOTA, AMENDING AND UPDATING CHAPTER 30 SECTION 64 PERTAINING TO HUNTING

On the 10th day of March 2026, the Rogers City Council passed Ordinance No. 2026-05, An Ordinance of the City of Rogers, Minnesota Amending and Updating the Regulations Related to Dangerous Weapons. The amendments clarify the hunting permitting rules and fixes errors associated to hunting activities within the city. The draft ordinance also establishes standards related to the care of animals.

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

Moved by Councilmember , seconded by Councilmember ;

The following voted in favor of said resolution:

The following voted against the same:

The following abstained:

Whereupon said resolution was declared duly passed and adopted, and was signed by the Mayor, and attested by the City Clerk dated this 10th day of March, 2026.

ATTEST:

_____
Shannon Klick, Mayor

_____
Stacie Brown, City Clerk

STAFF REPORT **Meeting Date**: March 10, 2026

ROGERS CITY COUNCIL **Agenda Item**: 5.6

Subject: Approve Change Orders No. 21 (Labor), No. 22 (Material), No. 23 (Labor) and No. 24 (Material) and Payment No. 14 and Final - Labor and Payment No. 14 and Final - Material, HealthPartners Fieldhouse, City Project No. 2201

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

Recommended Council Action

Motion to Approve Change Orders No. 21 (Labor), No. 22 (Material), No. 23 (Labor) and No. 24 (Material) and Payment No. 14 and Final - Labor and Payment No. 14 and Final - Material, HealthPartners Fieldhouse, City Project No. 2201

Overview / Background / Analysis

On August 27, 2024, the City Council accepted bids and awarded a contract for the HealthPartners Fieldhouse Bid Package 1, the pre-engineered fabric structure (PEFS) in the amount of $4,420,391.00 including Alternates 4, 5 and 6. On October 22, 2024, the City Council accepted bids for and awarded a contract for the HealthPartners Fieldhouse Bid Package 2 in the amount of $7,313,336 including Alternates 1 and 6 for a total of $11,733,727.00. The total contract cost at that time was $13,536,695.46 including Terra Construction's construction management fees (project supervision, allowances, safety, project management, contingency and insurance).

Change Order No. 21 (Labor) in the amount of $153,551.56 is for:
COR148 Permit Reconciliation -$25,228.19
COR149 Labor Contingency Reconciliation -$128,323.37

Change Order No. 22 (Material) in the amount of $141,893.99 is for:
COR150 Material Contingency Reconciliation -$141,893.99

Change Order No. 23 (Labor) in the amount of $19,448.35 is for:
COR146 Fire Lane Soil Correction -$19,448.35

Change Order No. 24 (Material) in the amount of $3,909.37 is for:
COR147 Fire Lane Soil Correction -$3,909.37

The original contract amount for this project was $13,536,695.46 at the time of bid award for Bid Package 2. There were 24 Change Orders (12 Labor and 12 Material) making the final contract amount $13,593,302.56 after the contingency is applied to the Change Orders. The final contract amount is $56,607.10 or 0.4% over the original contract amount. The total project cost including engineering, design, commissioning, testing and Xcel Energy service is $14,179,205.98 which is $179,205.98 or 1.3% over

the total estimated project cost at the time of bid award for Bid Package 2 of $14,000,000.

Staff Recommendation
Motion to Approve Change Orders No. 21 (Labor), No. 22 (Material), No. 23 (Labor) and No. 24 (Material) and Payment No. 14 and Final - Labor and Payment No. 14 and Final - Material, HealthPartners Fieldhouse, City Project No. 2201

Financial Impact: $14,179,205.98 **Source Fund**: L.O.S.T.

Budgeted? Yes

Supporting Documentation
A. Change Order No. 21
B. Change Order No. 22
C. Change Order No. 23
D. Change Order No. 24
E. Pay Application #14 - Labor
F. Pay Application #14 - Material

CHANGE ORDER NO. OCO-021

TITLE: 24.818 - OCO #021 - Labor

Date: Dec 23, 2025

PROJECT NO: 24-818

PROJECT:
Rogers Indoor Turf Facility

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

THE CONTRACT IS CHANGED AS FOLLOWS:

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

COR148	Permit Reconciliation	-25,228.19
COR149	Labor Contingency Reconciliation	-128,323.37

The original Contract Sum was	**$6,675,628.34**
The net change by previously authorized Change Orders	**-115,019.55**
The Contract Sum prior to this Change Order was	**$6,560,608.79**
The Contract Sum will be increased by this Change Order in the amount of	**-153,551.56**
The New Contract Sum Including This Change Order	**$6,407,057.23**
The Contract Time Will Not Be Changed	
The date of Substantial Completion as of the date of this Change Order	

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

CHANGE ORDER NO. OCO-022

TITLE: 24.818 - OCO #022 - Material

Date: Dec 23, 2025

PROJECT NO: 24-818

PROJECT:
Rogers Indoor Turf Facility

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

THE CONTRACT IS CHANGED AS FOLLOWS:

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

COR150	Material Contingency Reconciliation	-141,893.99

The original Contract Sum was	**$6,861,067.12**
The net change by previously authorized Change Orders	**$443,714.48**
The Contract Sum prior to this Change Order was	**$7,304,781.60**
The Contract Sum will be increased by this Change Order in the amount of	**-141,893.99**
The New Contract Sum Including This Change Order	**$7,162,887.61**
The Contract Time Will Not Be Changed	
The date of Substantial Completion as of the date of this Change Order	

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

CHANGE ORDER NO. OCO-023

TITLE: 24.818 - OCO #023 - Labor

Date: Jan 13, 2026

PROJECT NO: 24-818

PROJECT:
Rogers Indoor Turf Facility

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

THE CONTRACT IS CHANGED AS FOLLOWS:

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

COR146	Fire Lane Soil Correction - Labor	$19,448.35

The original Contract Sum was	**$6,675,628.34**
The net change by previously authorized Change Orders	**-268,571.11**
The Contract Sum prior to this Change Order was	**$6,407,057.23**
The Contract Sum will be increased by this Change Order in the amount of	**$19,448.35**
The New Contract Sum Including This Change Order	**$6,426,505.58**
The Contract Time Will Not Be Changed	
The date of Substantial Completion as of the date of this Change Order	

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

CHANGE ORDER NO. OCO-024

TITLE: 24.818 - OCO #024 - Material

Date: Jan 13, 2026

PROJECT NO: 24-818

PROJECT:
Rogers Indoor Turf Facility

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

THE CONTRACT IS CHANGED AS FOLLOWS:

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

COR147	Fire Lane Soil Correction - Material	$3,909.37

The original Contract Sum was	**$6,861,067.12**
The net change by previously authorized Change Orders	**$301,820.49**
The Contract Sum prior to this Change Order was	**$7,162,887.61**
The Contract Sum will be increased by this Change Order in the amount of	**$3,909.37**
The New Contract Sum Including This Change Order	**$7,166,796.98**
The Contract Time Will Not Be Changed	
The date of Substantial Completion as of the date of this Change Order	

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

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: City of Rogers
22350 South Diamond Lake Road
Rogers, MN 55374

PROJECT: Rogers Indoor Turf Facility
22350 South Diamond Lake Road
Rogers, MN 55374

APPLICATION NO.: 14
PERIOD TO : Dec 31, 2025
PROJECT NOS.: 24-818
INVOICE NO.: 24-818-027
CONTRACT DATE : Aug 27, 2024

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐
☐

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

ARCHITECT:

CONTRACT FOR: Rogers Indoor Turf Facility

APPLICATION AND CERTIFICATE FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation sheet is attached.

1. ORIGINAL CONTRACT SUM	$	6,675,628.34
2. Net change by change orders	$	-249,122.76
3. CONTRACT SUM TO DATE (Line1 +/- 2)	$	6,426,505.58
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$	6,426,505.58
5. RETAINAGE: (Total retainage Column I of G703)	$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	6,426,505.58
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	6,105,180.28
8. CURRENT PAYMENT DUE	$	321,325.30
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	0.00

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Order approved in previous months by Owner		**197,572.52**	**-446,695.28**
APPROVED THIS MONTH			
Number	Date Approved		
Current Total:		**0.00**	**0.00**
Net Change by Change Orders			**-249,122.76**

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATE FOR PAYMENT THE AMERICAN INSTITUTE OF ARCHITECTS 1735 NEW YORK AVENUE NW WASHINGTON DC 20006

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor: Terra Construction
By: _____ Date: 1/16/26
State of: Minnesota
County of: Hennepin

RYAN SCOTT STRICKER
NOTARY PUBLIC
MINNESOTA
My Commission Expires 01/31/2031

Subscribed and sworn to before me this 16th day of January 2026
Notary Public: _____
My Commission expires: 1/31/2031

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of Work is in accordance with the Contract Documents, and the Contractor is entitled to the payment of the AMOUNT CERTIFIED.

AMOUNT $321,325.30

(Attach explanation If amount certified differs from the amount applied for. Initial figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:
By: _____ Date: 01/27/2026

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET AIA DOCUMENT G703

AIA DOCUMENT G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
In tabulation below, amounts are stated to the nearest cent.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 14
APPLICATION DATE: Dec 31, 2025 INVOICE NO.:
PERIOD TO: Dec 31, 2025 24-818-027
PROJECT NO: 24-818

A	B	C			D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE			WORK COMPLETED (D+E)		MATERIAL PRESENTLY STORED	TOTAL COMPLETED AND STORED TO DATE	PER-%(G/C)	BALANCE TO FINISH	RETAINAGE
		ORIGINAL	CHANGE ORDERS	CURRENT	FROM PREVIOUS APPLICATION	THIS PERIOD					
01-0001	General Conditions	904,083.83	-32,239.85	871,843.98	871,843.98	0.00	0.00	871,843.98	100.00	0.00	0.00
01-1310	Permits	114,294.00	-25,228.19	89,065.81	89,065.81	0.00	0.00	89,065.81	100.00	0.00	0.00
01-2116	Contingency	594,330.76	-593,852.14	478.62	478.62	0.00	0.00	478.62	100.00	0.00	0.00
01-7423	Final Cleaning	20,000.00	0.00	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00	0.00	0.00
03-3000	Cast-In-Place Concrete	319,900.00	17,252.50	337,152.50	337,152.50	0.00	0.00	337,152.50	100.00	0.00	0.00
03-4100	Precast Structural Concrete	84,528.00	27,292.00	111,820.00	111,820.00	0.00	0.00	111,820.00	100.00	0.00	0.00
05-1500	Structural Steel Supply & Installation	19,400.00	31,575.00	50,975.00	50,975.00	0.00	0.00	50,975.00	100.00	0.00	0.00
06-1053	Carpentry	107,750.00	-4,197.00	103,553.00	103,553.00	0.00	0.00	103,553.00	100.00	0.00	0.00
06-4000	Casework	8,197.96	92.31	8,290.27	8,290.27	0.00	0.00	8,290.27	100.00	0.00	0.00
07-1200	Waterproofing	46,974.00	-19,290.00	27,684.00	27,684.00	0.00	0.00	27,684.00	100.00	0.00	0.00
07-6200	Sheet Metal Flashing and Trim	0.00	14,601.00	14,601.00	14,601.00	0.00	0.00	14,601.00	100.00	0.00	0.00
07-9200	Joint Sealants	20,000.00	0.00	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00	0.00	0.00
08-3323	Overhead Doors	5,600.00	800.00	6,400.00	6,400.00	0.00	0.00	6,400.00	100.00	0.00	0.00
08-8100	Glass & Glazing	218,500.00	-1,316.00	217,184.00	217,184.00	0.00	0.00	217,184.00	100.00	0.00	0.00
09-2116	Gypsum Board	49,939.00	4,620.00	54,559.00	54,559.00	0.00	0.00	54,559.00	100.00	0.00	0.00
09-3000	Tile	34,250.00	0.00	34,250.00	34,250.00	0.00	0.00	34,250.00	100.00	0.00	0.00
09-5123	Acoustical Tile Ceilings	8,955.00	305.00	9,260.00	9,260.00	0.00	0.00	9,260.00	100.00	0.00	0.00
09-6215	Flooring	31,350.00	1,895.29	33,245.29	33,245.29	0.00	0.00	33,245.29	100.00	0.00	0.00
09-9100	Painting	37,060.00	58,683.20	95,743.20	95,743.20	0.00	0.00	95,743.20	100.00	0.00	0.00
12-2000	Window Treatments	602.00	0.00	602.00	602.00	0.00	0.00	602.00	100.00	0.00	0.00
13-2800	Athletic and Recreational Special Construction	140,975.00	-796.00	140,179.00	140,179.00	0.00	0.00	140,179.00	100.00	0.00	0.00
13-3100	Fabric Structures	1,750,105.00	56,961.40	1,807,066.40	1,807,066.40	0.00	0.00	1,807,066.40	100.00	0.00	0.00
14-2000	Elevators	26,686.00	0.00	26,686.00	26,686.00	0.00	0.00	26,686.00	100.00	0.00	0.00
21-0000	Fire Suppression	132,800.00	0.00	132,800.00	132,800.00	0.00	0.00	132,800.00	100.00	0.00	0.00
22-0000	Plumbing	64,935.00	2,623.00	67,558.00	67,558.00	0.00	0.00	67,558.00	100.00	0.00	0.00
23-0000	Heating, Ventilating, and Air Conditioning (HVAC)	171,500.00	1,883.90	173,383.90	173,383.90	0.00	0.00	173,383.90	100.00	0.00	0.00
26-0000	Electrical	263,396.00	26,172.53	289,568.53	289,568.53	0.00	0.00	289,568.53	100.00	0.00	0.00
31-0050	Earthwork & Utilities	761,000.00	191,285.54	952,285.54	952,285.54	0.00	0.00	952,285.54	100.00	0.00	0.00
32-1313	Bituminous	133,500.00	13,188.10	146,688.10	146,688.10	0.00	0.00	146,688.10	100.00	0.00	0.00
32-1623	Site Concrete	118,925.00	-733.25	118,191.75	118,191.75	0.00	0.00	118,191.75	100.00	0.00	0.00
32-1823	Athletic Surfaces	126,000.00	-41,761.00	84,239.00	84,239.00	0.00	0.00	84,239.00	100.00	0.00	0.00
32-9050	Landscaping	60,172.00	13,764.90	73,936.90	73,936.90	0.00	0.00	73,936.90	100.00	0.00	0.00
99-9999	Fee	299,919.79	7,295.00	307,214.79	307,214.79	0.00	0.00	307,214.79	100.00	0.00	0.00
	Total:	6,675,628.34	-249,122.76	6,426,505.58	6,426,505.58	0.00	0.00	6,426,505.58	100.00	0.00	0.00
	Project Total:	***6,675,628.34***	***-249,122.76***	**6,426,505.58**	***6,426,505.58***	***0.00***	***0.00***	***6,426,505.58***	***100.0***	***0.00***	***0.00***

AIA DOCUMENT G703 - APPLICATION AND CERTIFICATE FOR PAYMENT
THE AMERICAN INSTITUTE OF ARCHITECTS 1735 NEW YORK AVENUE NW WASHINGTON DC 20006

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: City of Rogers
22350 South Diamond Lake Road
Rogers, MN 55374

PROJECT: Rogers Indoor Turf Facility - Material
22350 South Diamond Lake Road
Rogers, MN 55374

APPLICATION NO.: 14
PERIOD TO : Dec 31, 2025
PROJECT NOS.: 24-818.M
INVOICE NO.: 24-818-028
CONTRACT DATE : Aug 27, 2024

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐
☐

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

ARCHITECT:

CONTRACT FOR: Rogers Indoor Turf Facility - Material

APPLICATION AND CERTIFICATE FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation sheet is attached.

1. ORIGINAL CONTRACT SUM	$	6,861,067.12
2. Net change by change orders	$	305,729.86
3. CONTRACT SUM TO DATE (Line1 +/- 2)	$	7,166,796.98
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$	7,166,796.98
5. RETAINAGE: (Total retainage Column I of G703)	$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	7,166,796.98
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	6,807,319.67
8. CURRENT PAYMENT DUE	$	359,477.31
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Change Order approved in previous months by Owner	**476,405.52**	**-170,675.66**
APPROVED THIS MONTH		
Number Date Approved		
Current Total:	**0.00**	**0.00**
Net Change by Change Orders		**305,729.86**

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATE FOR PAYMENT THE AMERICAN INSTITUTE OF ARCHITECTS 1735 NEW YORK AVENUE NW WASHINGTON DC 20006

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor: Terra Construction
By: _____ Date: 1/16/26
State of: Minnesota
County of: Hennepin

RYAN SCOTT STRICKER
NOTARY PUBLIC
MINNESOTA
My Commission Expires 01/31/2031

Subscribed and sworn to before me this 16th day of January 2026
Notary Public: _____
My Commission expires: 1/31/2031

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of Work is in accordance with the Contract Documents, and the Contractor is entitled to the payment of the AMOUNT CERTIFIED.

AMOUNT $359,477.31

(Attach explanation If amount certified differs from the amount applied for. Initial figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:
By: _____ Date: 01/27/2026

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET AIA DOCUMENT G703

AIA DOCUMENT G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
In tabulation below, amounts are stated to the nearest cent.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 14
APPLICATION DATE: Dec 31, 2025 INVOICE NO.:
PERIOD TO: Dec 31, 2025 24-818-028
PROJECT NO: 24-818.M

A	B	C			D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE			WORK COMPLETED (D+E)		MATERIAL PRESENTLY STORED	TOTAL COMPLETED AND STORED TO DATE	PER-%(G/C)	BALANCE TO FINISH	RETAINAGE
		ORIGINAL	CHANGE ORDERS	CURRENT	FROM PREVIOUS APPLICATION	THIS PERIOD					
01-2116	Contingency	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-2117	Allowances	0.00	-1,967.08	-1,967.08	-1,967.08	0.00	0.00	-1,967.08	100.00	0.00	0.00
03-3000	Cast-In-Place Concrete	371,700.00	28,557.00	400,257.00	400,257.00	0.00	0.00	400,257.00	100.00	0.00	0.00
03-4100	Precast Structural Concrete	265,138.00	-8,350.98	256,787.02	256,787.02	0.00	0.00	256,787.02	100.00	0.00	0.00
05-1500	Structural Steel Supply & Installation	56,900.00	55,000.00	111,900.00	111,900.00	0.00	0.00	111,900.00	100.00	0.00	0.00
06-1053	Carpentry	27,000.00	1,798.00	28,798.00	28,798.00	0.00	0.00	28,798.00	100.00	0.00	0.00
06-4000	Casework	35,289.74	-3,500.00	31,789.74	31,789.74	0.00	0.00	31,789.74	100.00	0.00	0.00
07-1200	Waterproofing	42,980.00	-23,890.00	19,090.00	19,090.00	0.00	0.00	19,090.00	100.00	0.00	0.00
07-6200	Sheet Metal Flashing and Trim	0.00	7,399.00	7,399.00	7,399.00	0.00	0.00	7,399.00	100.00	0.00	0.00
08-1112	Doors, Frames & Hardware	34,750.00	17,087.98	51,837.98	51,837.98	0.00	0.00	51,837.98	100.00	0.00	0.00
08-3323	Overhead Doors	10,000.00	14,300.00	24,300.00	24,300.00	0.00	0.00	24,300.00	100.00	0.00	0.00
08-8100	Glass & Glazing	152,500.00	-9,129.00	143,371.00	143,371.00	0.00	0.00	143,371.00	100.00	0.00	0.00
09-2116	Gypsum Board	47,000.00	2,424.93	49,424.93	49,424.93	0.00	0.00	49,424.93	100.00	0.00	0.00
09-3000	Tile	14,750.00	0.00	14,750.00	14,750.00	0.00	0.00	14,750.00	100.00	0.00	0.00
09-5123	Acoustical Tile Ceilings	14,775.00	495.00	15,270.00	15,270.00	0.00	0.00	15,270.00	100.00	0.00	0.00
09-6215	Flooring	68,173.00	5,008.13	73,181.13	73,181.13	0.00	0.00	73,181.13	100.00	0.00	0.00
09-9100	Painting	6,800.00	20,628.00	27,428.00	27,428.00	0.00	0.00	27,428.00	100.00	0.00	0.00
12-2000	Window Treatments	5,024.00	0.00	5,024.00	5,024.00	0.00	0.00	5,024.00	100.00	0.00	0.00
13-2800	Athletic and Recreational Special Construction	241,500.00	-10,318.00	231,182.00	231,182.00	0.00	0.00	231,182.00	100.00	0.00	0.00
13-3100	Fabric Structures	2,952,586.00	76,978.33	3,029,564.33	3,029,564.33	0.00	0.00	3,029,564.33	100.00	0.00	0.00
14-2000	Elevators	32,620.00	0.00	32,620.00	32,620.00	0.00	0.00	32,620.00	100.00	0.00	0.00
21-0000	Fire Suppression	103,800.00	0.00	103,800.00	103,800.00	0.00	0.00	103,800.00	100.00	0.00	0.00
22-0000	Plumbing	114,985.00	2,181.00	117,166.00	117,166.00	0.00	0.00	117,166.00	100.00	0.00	0.00
23-0000	Heating, Ventilating, and Air Conditioning (HVAC)	382,500.00	1,466.25	383,966.25	383,966.25	0.00	0.00	383,966.25	100.00	0.00	0.00
26-0000	Electrical	263,374.00	8,264.16	271,638.16	271,638.16	0.00	0.00	271,638.16	100.00	0.00	0.00
31-0050	Earthwork & Utilities	139,000.00	76,729.44	215,729.44	215,729.44	0.00	0.00	215,729.44	100.00	0.00	0.00
32-1216	Bituminous	311,000.00	5,432.44	316,432.44	316,432.44	0.00	0.00	316,432.44	100.00	0.00	0.00
32-1623	Site Concrete	63,875.00	-2,547.20	61,327.80	61,327.80	0.00	0.00	61,327.80	100.00	0.00	0.00
32-1823	Athletic Surfaces	644,100.00	17,022.00	661,122.00	661,122.00	0.00	0.00	661,122.00	100.00	0.00	0.00
32-9050	Landscaping	88,877.00	14,278.46	103,155.46	103,155.46	0.00	0.00	103,155.46	100.00	0.00	0.00
99-9999	Fee	370,070.38	10,382.00	380,452.38	380,452.38	0.00	0.00	380,452.38	100.00	0.00	0.00
	Total:	6,861,067.12	305,729.86	7,166,796.98	7,166,796.98	0.00	0.00	7,166,796.98	100.00	0.00	0.00
	Project Total:	***6,861,067.12***	***305,729.86***	***7,166,796.98***	***7,166,796.98***	***0.00***	***0.00***	***7,166,796.98***	***100.0***	***0.00***	***0.00***

STAFF REPORT **Meeting Date**: March 10, 2026

ROGERS CITY COUNCIL **Agenda Item**: 5.7

Subject: Approve the Hiring of Nathan Lindgren for the Budgeted Public Works Maintenance II - Utilities Position
Prepared By: Doran Cote, Public Works Director/City Engineer

Recommended Council Action
Motion to Approve the Hiring of Nathan Lindgren for the Budgeted Public Works Maintenance II - Utilities Position

Overview / Background / Analysis
The approved 2025 and 2026 Utility Budgets include an additional Maintenance II — Utilities position. The City Council approved advertising for this position some time ago but unforeseen circumstances in Utilities Maintenance delayed filling the position. The vacancy was posted in January, and it closed on February 10, 2026. The city received 20 applicants and 5 were scheduled for interviews. Two of the candidates scored very well after the interviews and one of those two withdrew from consideration for personal reasons. The remaining top candidate, Nathan Lindrgren, was tendered a conditional offer of employment on March 5, 2026. Nate accepted the offer later that day.

Nathan has been a Utility Operator for the City of Edina since May 2024. Prior to that, he was a Sewer Excavating Lead with Roto Rooter and a Heavy Equipment Operator for Knife River Construction. Nate has a Class A Commercial Driver's License with a Tanker Endorsement, a Class D Sewer Collection license and a Class D Water license. He has completed Phases 1–3 Local 49ers equipment training and has forklift and scissor lift certifications. Nate has had additional training in control panel troubleshooting, water treatment plant operation, equipment operation and utility locating.

Nate will be a great addition to the Public Works team.

Staff Recommendation
Motion to Approve the Hiring of Nathan Lindgren for the Budgeted Public Works Maintenance II - Utilities Position

Financial Impact: $115,000 **Source Fund**: 601 and 602

Budgeted? Yes

Supporting Documentation

None

STAFF REPORT **Meeting Date**: March 10, 2026

ROGERS CITY COUNCIL **Agenda Item**: 5.8

Subject: Accept Bids and Award Contract for Lift Station 3 Rehabilitation, City Project No. 2507
Prepared By: Doran Cote, Public Works Director/City Engineer

Recommended Council Action
Motion to Accept Bids and Award Contract for Lift Station 3 Rehabilitation, City Project No. 2507

Overview / Background / Analysis
Lift Station No. 3 (137th Avenue) was constructed in 1995 as part of a water and sanitary sewer trunk line extension project. Lift Station No. 3 is a triplex station. The wet well is a 6-foot by 8-foot precast box culvert, roughly 40 feet deep, and the valve vault is a precast manhole 7 feet in diameter and roughly 14 feet deep. Lift Station No. 3 was determined to be the highest priority for rehabilitation in the 2025 Lift Station Assessment performed by Bolton & Menk due largely to the service area the lift station serves (see attached map). A rehabilitation project was programmed in the Capital Improvement Program (CIP) for 2025/2026.

Bids for the Lift Station No. 3 Rehabilitation were publicly opened and read aloud virtually at 11:00 am on February 26, 2026. There were 5 bidders at the following bids:

Pember Companies, Inc. $762,177.10
R&R Excavating, Inc. $801,730.38
New Look Contracting, Inc. $847,879.00
PCI Roads, Inc. $871,000.00
Minger Construction Co. Inc. $897,250.00
Engineer's Estimate $580,000.00

Pember Companies, Inc. of Menominie, Wisconsin is the apparent low bidder with a submitted bid of $762,177.10. Pember Companies, Inc. has worked with staff and the city's consultant, Bolton & Menk in the past and has the experience, equipment and capacity to qualify as the lowest responsible bidder for the project. Attached is the bid evaluation and award recommendation letter from Bolton & Menk.

The most significant deviations between the Pember bid and the Engineer's Estimate is mobilization, internal piping, site work, and electrical. Electrical was by far the most significant with their projected total cost for all electrical being $330,000 and includes the control panel, generator, controls, site electrical work and power to serve the pumps.

Staff Recommendation
Motion to Accept Bids and Award Contract for Lift Station 3 Rehabilitation, City Project No. 2507

Financial Impact: $850,000 **Source Fund**: Fund 408

Budgeted? Yes

Supporting Documentation
A. Sewer_System_36x48
B. LS 3 Bid Evaluation Letter

SANITARY SEWER SYSTEM

City of Rogers, Minnesota

0 0.1 0.2 0.4 0.6 Miles

0 500 1,000 2,000 3,000 Feet

THE CITY OF ROGERS MINNESOTA

N

Rogers, Minnesota
Public Works Department
Geographic Information Systems
17 April 2018

A

B

C

D

E

F

G

WWTP

Future Connection

Current Service Area

Developing Service Area

Legend

Manhole

LiftStation

PumpStation

No As-Builts

ssMain

Force

Other

4" 6" 8" 10" 12" 14" 15" 16" 18"

ssCleaningZones

A B C D E F G

BOLTON & MENK
Real People. Real Solutions.

7533 Sunwood Drive NW
Suite 206
Ramsey, MN 55303-5119

Ph: (763) 433-2851
Fax: (763) 427-0833
Bolton-Menk.com

Date: **February 27, 2026**
To: **Doran Cote, Director of Public Works**
From: **Jacob Humburg, P.E.**
Subject: **Bid Evaluation Letter**
Lift Station No. 3 Rehabilitation Project

Dear Mr. Cote:

Five bids were received for the Lift Station No. 3 Rehabilitation Project. The bids were publicly read aloud (via Microsoft Teams) at 11:00 A.M. on Thursday, February 26, 2026. The bids were then reviewed, tabulated and the results are summarized below:

Bidder	Total Bid
Pember Companies, Inc.	$762,177.10
R & R Excavating, Inc.	$801,730.38
New Look Contracting, Inc.	$847,879.00
PCiRoads, LLC	$871,000.00
Minger Construction Co. Inc.	$897,250.00

The low bidder is Pember Companies, Inc., of Menomonie, WI. We have evaluated their required bid documents and found them to be in order. If the City of Rogers wishes to proceed with construction with the lowest eligible bidder, we recommend the contract be awarded to Pember Companies, Inc. in the amount of **$762,177.10**.

If you have any questions, please contact me at (612) 751-9227.

Sincerely,
Bolton & Menk, Inc.

Jacob Humburg, P.E.
Water/Wastewater Project Manager | Principal

Bolton & Menk is an equal opportunity employer.

STAFF REPORT **Meeting Date**: March 10, 2026

ROGERS CITY COUNCIL **Agenda Item**: 5.9

Subject: Approval of a Professional Services Contract with TC2 for the 2050 Comprehensive Plan
Prepared By: Brett Angell, Community Development Director

Recommended Council Action
Motion to approve the Professional Services Agreement with TC2 for the 2050 Comprehensive Plan update.

Overview / Background / Analysis
Per the Metropolitan Land Planning Act, cities within the 7-County Twin Cities metropolitan area are required to complete a Comprehensive Plan on a decennial basis which is guided by MN State Statute and primarily administered by the Metropolitan Council. A comprehensive plan is a guiding document which sets the vision for future development of the community over the course of the next 20 years with a focus on land use, housing, transportation, parks, natural resources, and infrastructure. The City of Rogers adopted its 2040 Comprehensive Plan in April 2020.

On January 13th, the City Council approved the publication of a request for proposals for a consultant to assist with the 2050 Comprehensive Plan. Following the publication of the RFP, it was sent to numerous qualified consulting firms. A pre-proposal question and answers session was hosted by Community Development staff which allowed consultants to receive any further clarifications they may need. Proposals were due to be submitted to the city by February 20th for consideration.

In total, the city received three separate proposals from qualified firms. Each proposal was reviewed and scored by staff, as well as Councilmember/Planning Liaison Enga. Following the scoring of the proposals, it was determined there was a unanimous top selection. The selected proposal was a multi-firm proposal consisting of TC2 as the primary along with SRF and Landform. TC2, SRF, and Landform all have significant experience working within the City of Rogers and with staff on various items, including past comprehensive plans. The proposal scored highly for their approach, knowledge of the community, experience with comprehensive planning, and overall anticipated timeline and budget.

With the approval of the contract for this work, the city will begin a kick-off of the project in March or early April. In total, it is expected that this process will take approximately 1.5 to 2 years to be fully completed and the adoption by the city. Throughout the process, there will be numerous opportunities for community engagement. Staff feel extremely confident in the consultant team and are excited to begin work on this

important planning project.

Staff Recommendation
Staff recommends the approval of the Professional Services Contract with TC2 for the 2050 Comprehensive Plan update.

Financial Impact: Not to exceed $149,895 (over the 2026 and 2027 budget cycles)

Source Fund: Planning - Professional Services

Budgeted? N/A

Supporting Documentation
A. Rogers_2050 Comprehensive Plan_TC2 Agreement

February 26, 2026

Brett Angell, Community Development Director
City of Rogers
22350 S. Diamond Lake Road
Rogers, MN 55374

Subject: Proposal for Rogers 2050 Comprehensive Plan Update

Dear Brett,

TC2 is pleased to submit our proposal to prepare the City of Rogers' 2050 Comprehensive Plan. The purpose of this project is to prepare a long-range, community-driven plan that will guide the City of Rogers' growth, development, and public investment decisions through the year 2050. The project will update the City's existing Comprehensive Plan to reflect current conditions, community priorities, market trends, and emerging policy considerations, while ensuring consistency with applicable Metropolitan Council requirements.

SCOPE OF SERVICES

Our proposed scope of services is based on our response to the City's Request for Proposals on January 14, 2026. We propose to carry out the work as described on pages 10 through 19 in Attachment B.

SCHEDULE

We are prepared to begin immediately and will complete this work within a mutually agreed-upon schedule.

BASIS OF PAYMENT/BUDGET

We propose to be reimbursed for our services on an hourly basis. Direct project expenses, such as data collection, supplies, will be billed at cost and mileage will be billed at the current allowable IRS rate for business miles. Invoices are submitted on a monthly basis for work performed during the previous month. Payment is due within 30 days. Based on our understanding, the cost of our services is not to exceed $149,895, including expenses. The cost of services and expenses are detailed in Attachment C.

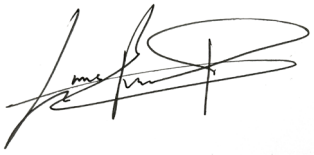
STANDARD TERMS AND CONDITIONS

This proposal is valid for 90 days from issuance. TC2 reserves the right to adjust the fee after 90 days from the date of this proposal. A complete list of TC2's standard terms and conditions is listed in Attachment A.

ACCEPTANCE/NOTICE TO PROCEED

A signed copy of this proposal, mailed or emailed, indicates acceptance and notice to proceed. We appreciate your consideration of this proposal and look forward to working with you. Please feel free to contact me if you have any questions or need additional information.

Sincerely,



Lance Bernard
Director of Community Planning
Transportation Collaborative & Consultants, LLC

Craig Vaughn, PE, PTOE
Principal, Founder

APPROVED:

_____
(signature)

Name _____

Title _____

Date _____

ATTACHMENT A

TRANSPORTATION COLLABORATIVE & CONSULTANTS, LLC
STANDARD TERMS AND CONDITIONS

1. Applicability; Basic Agreement. These Standard Terms and Conditions (these "Terms") govern the purchase of engineering services (the "Services") by Client from Transportation Collaborative & Consultants, LLC, a Delaware limited liability company ("TC2"). The Proposal for Professional Services to which these Terms are attached and these Terms (collectively, this "Agreement") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Client's general terms and conditions of sale regardless whether or when Client has submitted its sales confirmation or such terms. This Agreement expressly limits Client's acceptance to the terms of this Agreement. TC2 shall provide, or cause to be provided, the Services as described in this Agreement, and Client shall pay TC2 for such Services in accordance with the terms of this Agreement.

2. Payment Procedures. TC2 will prepare a monthly invoice in accordance with TC2's standard invoicing practices and submit the invoice to Client. Invoices are due and payable within 30 days of receipt. If Client fails to make any payment due TC2 for services and expenses within 30 days after receipt of TC2's invoice, the amounts due TC2 will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, TC2 may, without liability, after giving seven days written notice to Client, suspend the Services under this Agreement until Client has paid TC2 in full all amounts due for Services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

3. Opinions of Construction Costs. Any opinions of costs, construction or otherwise, by TC2 represent its judgement as a design professional and are furnished for the general guidance of Client. Since TC2 has no control over the cost of labor, materials, market conditions, or competitive bidding, TC2 does not guarantee the accuracy of such cost opinions as compared to contractor or supplier bids or actual cost to Client.

4. Termination. Either party may terminate this agreement by providing written notice at least fourteen (14) days in advance of the termination date. Upon termination, Client shall pay TC2 all fees for Services performed through the termination date.

5. Client's Responsibilities. During the term of this Agreement, Client shall (at its sole cost and expense): (a) provide TC2 with all information as to Client's requirements for the Project and any other information related to the Project that TC2 reasonably requests; (b) designate in writing a person authorized to act as the Client's representative, and Client or its representative shall receive and examine documents submitted by TC2, interpret and define Client's policies and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of the Services; (c) provide for full and free access for TC2 to enter upon all property required for the performance of TC2's Services under this Agreement; (d) give prompt notice to TC2 whenever the Client observes or otherwise becomes aware of any defect in the Project or other event, which may substantially affect TC2's performance of the Services; and (e) shall perform all of its responsibilities under this Agreement in a prompt manner so as not to prevent TC2 from performing the Services in a timely manner.

6. General Considerations.

(a) Standard of Services. TC2 shall perform the Services with the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. TC2 makes no other warranties, express or implied, under this Agreement or otherwise, in connection with TC2's Services. TC2 and its consultants may use or rely upon the design services of others, including, but not limited to, consultants, subcontractors, contractors, manufacturers, and suppliers. Client shall be responsible for, and TC2 may reply upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Client to TC2 pursuant to this Agreement. TC2 may use such requirements, programs, instructions, reports, data, and other information in performing or furnishing services under this Agreement.

(b) Engineering Designs.

(i) All design documents prepared or furnished by TC2 are instruments of service, and TC2 retains all right, title and ownership (including the copyright and the right of reuse) to such documents, whether or not the Project is completed. Client may not reuse such design documents and agrees to indemnify, defend and hold TC2 harmless from any any and all damages, losses, liabilities, and expenses, including reasonable attorney's fees, in connection with such unauthorized reuse. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

(ii) Copies of design documents that may be relied upon by Client are limited to the printed copies that are signed or sealed by TC2. Files in electronic media format of text, data, graphics, or of other types that are furnished by TC2 to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

(iii) When transferring documents in electronic media format, TC2 makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by TC2 for the Project.

(iv) Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of this data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the sixty (60) day acceptance period will be corrected by the party delivering the electronic files. TC2 shall not be responsible to maintain documents stored in electronic media format after acceptance by Client.

(c) Indemnification. To the fullest extent permitted by law, Client and TC2 agree to indemnify and hold the other (and their respective officers, directors, partners, agents, consultants, and employees) harmless, from and against liability for all third party claims, costs, losses, and damages, including but not limited to all reasonable fees and charges of engineers, architects, attorneys, and other professionals, arising out of or relating to the Project, to the extent such third party claims, losses, damages or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event such third party claims, losses, damages or expenses are caused by the joint or concurrent negligence of the Client and TC2, they shall be borne by each party in proportion to its negligence.

(d) Limitation of Liability. NEITHER PARTY SHALL BE LIABLE TO THE OTHER OR ANY OTHER THIRD PARTY FOR ANY SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOST PROFITS OR REVENUE, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR IF A PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TC2'S AGGREGATE LIABILITY ARISING OUT OF THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNTS PAID OR PAYABLE TO TC2 IN THE TWELVE MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR $500,000.00, WHICHEVER IS LESS.

(e) Insurance Coverage. TC2 agrees to provide and maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with TC2's business requirements and applicable law. Certificates evidencing such coverage will be provided to Client upon request. For projects involving construction, Client agrees to require its construction contractor(s), if any, to include TC2 as an additional insured on its policies relating to the Project.

(f) Force Majeure. No party shall be liable or responsible to the other party, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (other than any payment obligations) when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of the non-performing party including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, pandemic, epidemic or restrictive quarantine, revolution, insurrection, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

(g) Miscellaneous. This Agreement shall be binding on each party and their successors and permitted assigns. Neither party may sell, transfer or assign this Agreement to another party without the other party's prior written consent. This Agreement is to be governed by the laws of the State of Minnesota without regard to any conflicts of law principles of any state. Each party irrevocably submits to the jurisdiction of the federal and state courts located in the County of Hennepin, State of Minnesota for any litigation, or other proceeding as between the parties that may be brought, or arise out of, in connection with or by reason of this Agreement. In the event any provisions of this Agreement shall be held to be invalid and non-enforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provisions, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. Provisions of these Terms which by their nature should apply beyond their terms will remain in force.

ATTACHMENT B – SCOPE OF SERVICES

February 19, 2026

Brett Angell, AICP, EDFP
Community Development Director
City of Rogers
22350 S. Diamond Lake Rd.
Rogers, MN 55374

Transmittal Letter: City of Rogers 2050 Comprehensive Plan – TC2 Proposal

Dear Brett:

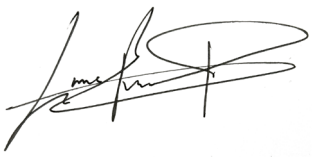
We are excited to share our proposal for the City's 2050 Comprehensive Plan Update. We understand that the City of Rogers is seeking a comprehensive planning effort that will guide community growth, land use, housing, infrastructure, sustainability, and overall development through 2050. Our team, together with our colleagues at Landform and SRF Consulting Group, is prepared to deliver the full scope of work outlined in the RFP.

As requested, we have included both the proposal and the separate cost form. The proposal is attached to this letter, and the cost form can be downloaded here:

Rogers Shared Proposal.

This proposal is valid for 90 days from the date of this letter. If you have any questions or need any additional information, please feel free to reach out. We appreciate the opportunity and hope to support the City of Rogers in this effort.

Sincerely,



Lance Bernard, Director of Planning
Transportation Collaborative & Consultants, LLC

P: 320-420-7768
E: lbernard@transportationcollaborative.com

PROPOSAL FOR
ROGERS 2050 COMPREHENSIVE PLAN

FEBRUARY 20, 2026

TC^2

In partnership with Landform and SRF Consulting Group, Inc.

February 20, 2026

Brett Angell, AICP, EDFP
Community Development Director
City of Rogers
22350 S. Diamond Lake Rd.
Rogers, MN 55374

Subject: City of Rogers 2050 Comprehensive Plan

Dear Brett,

It's that time again when 181 communities across the region begin the important work of updating their comprehensive plans to align with Metropolitan Council requirements. While we'd love to collaborate with every community, we know the most meaningful partnerships come from prioritizing where we can make the greatest impact.

Rogers is at the top of our list. We've truly enjoyed working with the community in the past, and we would be honored to help carry your vision forward through another successful update process. Our familiarity with Rogers's unique character and aspirations gives us a strong foundation to build upon, ensuring this update is not just a compliance exercise, but a strategic roadmap for the future.

Lance Bernard will serve as Project Manager with over 20 years in community planning. Stephanie Falkers, AICP will also play an integral role. She has 15 years of planning and design expertise with a background in landscape architecture and urban design. We have also strengthened our TC2 crew with support from our partners at **Landform and SRF Consulting Group, Inc.** Landform will assist with implementation efforts, while SRF will provide expertise in resiliency/sustainability and water resources.

We're excited for the chance to work with you and the community as you begin this ten-year update. More importantly, **we're committed to making sure this update is a community-driven plan and brings a fresh perspective** that reflects today's changing markets and trends that weren't part of the conversation during the last update. If you have any questions, **I can be reached at 320-420-7768 or lbernard@transportationcollaborative.com.**

Lance Bernard

Director of Planning

SERVICE AREAS

COMMUNITY PLANNING
Community Planning
Land Use/Sub Area Studies
Zoning Code Updates
Urban Design Development

COMMUNITY ENGAGEMENT
Strategy Development
Meeting Facilitation
Public Participation

TRAFFIC ENGINEERING
Urban Design Concepts
Traffic Impact Studies
Intersection Control Evaluation
Parking Studies
Safety Evaluations

TRANSPORTATION PLANNING
Multimodal Systems
Corridor Studies
Grant Writing
Safe Routes to School

CIVIL DESIGN
Conceptual & Preliminary Design
Final Design
Trail and Bicycle Design
Transit Design & Implementation

TC2 OVERVIEW

At TC2, our culture is rooted in collaboration, creativity, and a shared commitment to meaningful outcomes. We are a team of planners, engineers, "plangineers," strategists, and communicators who believe that planning should be people-centered, inclusive, and fun. Our vision is to partner with others who share our values, cultivating diverse perspectives, empowering communities, and delivering work that reflects both technical excellence and human connection.

Founded in 2021, TC2 is a TGB firm with a team that brings over 100 years of combined experience across the Midwest. Our core service lines include community planning, transportation planning, traffic engineering, community engagement, and civil design. Whether we're shaping long-range transportation plans or facilitating neighborhood visioning sessions, our work is grounded in data, driven by collaboration, and designed to serve communities today and into the future.

OUR VISION AS A FIRM IS TO CULTIVATE A DIVERSE MIX OF PLANNERS, ENGINEERS, PLANGINEERS, STRATEGISTS, COMMUNICATORS, AND PEOPLE DEDICATED TO A COLLABORATIVE SPIRIT AND MEANINGFUL PROJECT OUTCOMES. WE DESIRE TO PARTNER WITH OTHERS THAT SHARE OUR VISION AND VALUES.

COMMUNITY PLANNING AT TC2

Lance Bernard joined TC2 in 2023, bringing over 20 years of community planning experience to the crew. His experience spans multiple community planning efforts, zoning ordinance updates, day-to-day planning, master plans, and impact assessments throughout the Midwest. Since that time, Stephanie Falkers, AICP has joined TC2 to broaden our community planning practice. Lance and Stephanie have been close collaborators on projects over the years and are elated to be together as a team at TC2. They have collectively provided a breadth of planning support for municipalities, leading comprehensive plan updates, zoning code updates, and providing day-to-day planning support.

At TC2, our Community Planning work is grounded in collaboration, data, and design. We work closely with residents, stakeholders, and agency partners to explore community goals and co-create actionable strategies. From master plans to long-range plans, our approach blends big data analysis with inclusive engagement to shape places that reflect the values and aspirations of the people who live there. With experiences as public planners and day-to-day planners, our approach emphasizes the need for actionable outcomes and building of support for implementation. We believe that community education and collaboration is a cornerstone of this approach.

COMPREHENSIVE PLANNING AT TC2

Although TC2 was founded in 2021, the team's roots in Metropolitan Council Comprehensive Plan work runs much deeper (see sidebar).

TC2 staff have played an active role in the last three comprehensive plan cycles, beginning with the 1998 cycle. Since then, the team has contributed to a broad range of plans for the Metropolitan Council, including the Regional Solicitation Before and After Studies, updates to the Transportation Policy Plan goals, and the Microtransit Policy Framework. Staff have also served on committees focused on improving the comprehensive planning process, drawing on their knowledge of local community needs, and have contributed to articles highlighting best practices.

PROJECT EXAMPLES AND REFERENCES

Beginning on page 21, we present our team's resumes, references, and project experienc (click on the tabs above). TC2, together with our partners at Landform and SRF Consulting Group, has collaborated with municipalities and counties across the Midwest on a wide range of planning initiatives. From Comprehensive Plans and Zoning Ordinance Updates to Small Area and Transportation Plans, we work alongside communities to help them achieve their long-term goals.

2040 Metropolitan Council Plan Updates

- **Location:** Twin Cities
- **Client:** Various Cities and Counties
- **Dates of Involvement:** 2016 - 2018
- **Project Description:**

TC2 was established after the 2018 comprehensive plan cycle. However, our staff played an integral role in leading and facilitating various updates throughout the region. Below is a list of the communities in which our staff participated in. Communities in bold indicate the plans that Lance and Steph managed prior to joining TC2:

- Apple Valley, Support Staff
- Burnsville, Support Staff
- **Carver County, Project Lead**
- **Columbia Heights, Project Lead**
- Eagan, Support Staff
- Eden Prairie, Support Staff
- Greenfield, Support Staff
- Inver Grove Heights, Support Staff
- Lakeville, Support Staff
- Maple Grove, Support Staff
- Minnetonka, Support Staff
- **Norwood Yong America, Project Lead**
- Plymouth, Support Staff
- **Richfield, Project Lead**
- **Rogers, Project Lead**
- Rosemount, Support Staff
- St. Louis Park, Support Staff
- **Stillwater, Project Lead**
- Victoria, Support Staff
- **Washington County, Project Lead**
- **Wayzata, Project Lead**

LANDFORM

From Site to Finish

Landform Professional Services, LLC is a multi-disciplinary consulting firm based in Minneapolis, Minnesota. We offer a full range of site design, planning and civil engineering services backed with more than 25 years as an organization. Our professional resources include landscape architects, planners, civil engineers, land surveyors and development managers. We are committed to client service, design quality, principles of sustainability and an innovative approach to site design.

Landform is organized into studios, each with their own expertise and area of specialization and experience. We shape our project design and delivery process to anticipate the needs of our clients based on an in-depth understanding of their project type or market. Each studio offers a fully integrated and interdisciplinary design process from Site to Finish®. Within the studios, project teams bring together the professionals with the specific expertise and the experience needed to meet clients' project objectives. Professional services include:

- Planning
- Civil Engineering
- Land Survey
- Environmental Coordination
- Landscape Architecture
- Sustainable Design

Our team possesses the talent and expertise to help you realize your vision of creating an outdoor space that is functional, sustainable and aesthetically pleasing.

SRF

SRF is a leading consulting firm committed to improving the future of public and private infrastructure and transportation systems. Our comprehensive approach integrates planning, engineering, landscape architecture, and project delivery to provide innovative and sustainable solutions.

SRF has a rich history of partnering with our clients to respond to their needs while exceeding their expectations. Since 1961, we have been a highly respected member of the Midwestern consulting community. From our humble beginnings as a boutique transportation firm with seven employees to a multidisciplinary engineering firm with over 350 experts, SRF has encouraged personal growth, ownership, and the opportunity to participate in projects that have greatly impacted the communities in which we serve.

As we continue to evolve, we honor our past, ensuring our tradition of quality, dedication, and client service. Today we plan for the future with a greater sense of purpose. To collaborate and lead with innovation. To deliver excellence. To recognize and celebrate our unique perspectives, talents, and expertise.

Our Values

Integrity
Unwavering. Always.

Solutions
Innovative. Practical. Collaborative.

Community
Yours. Ours. Together.

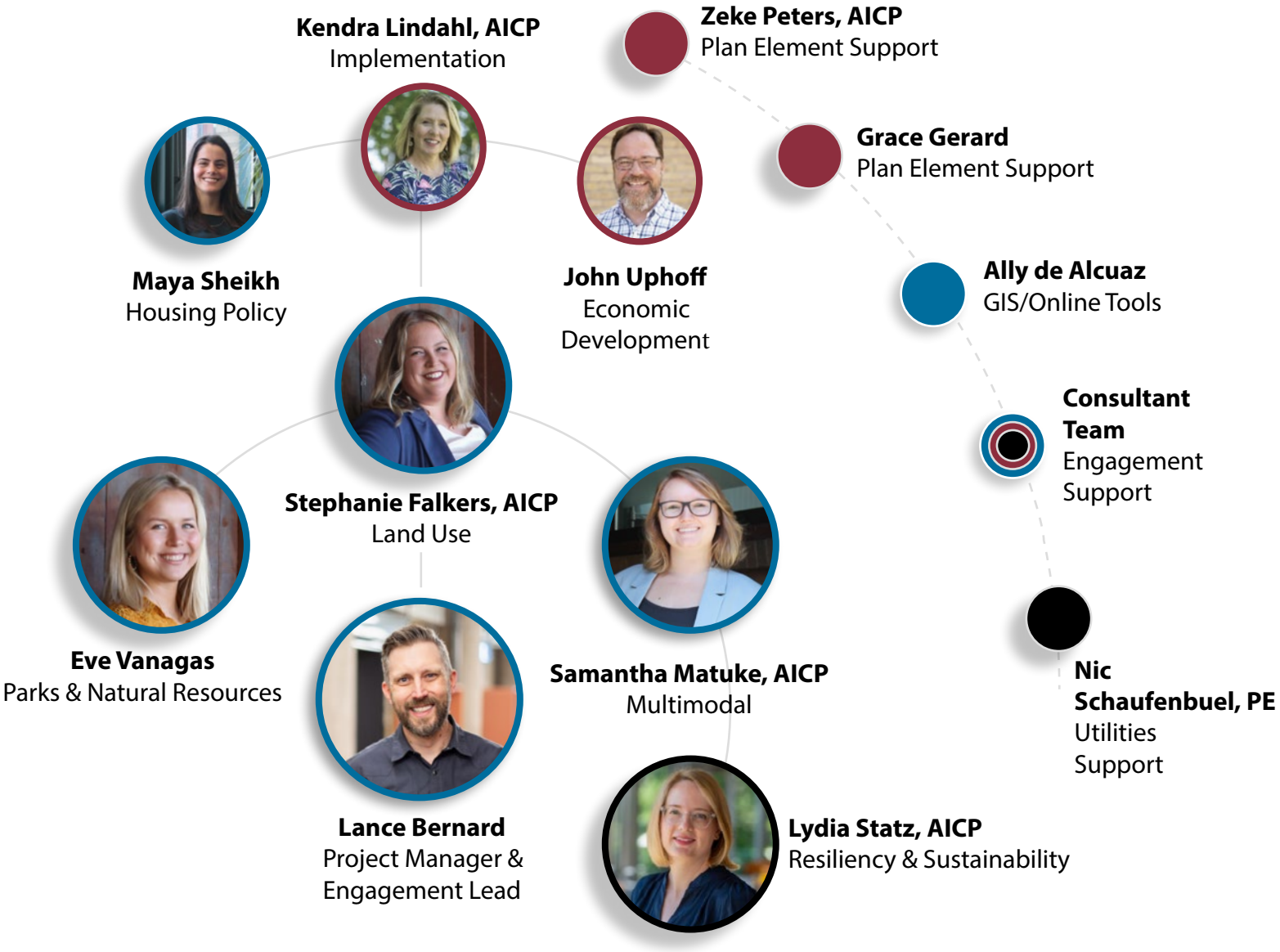
Our Mission

We create lasting solutions to strengthen communities.

OUR TEAM

Our team brings a breadth of experience that enables us to effectively address every element of the plan. We are structured around a highly collaborative approach, assigning clear lead roles for each plan element while ensuring strong cross-support across all disciplines. This integrated model allows us to leverage individual expertise, maintain consistent communication, and deliver a cohesive, well-aligned plan.

Our integrated model is also based on the idea that land use is a central topic of discussion, especially in Rogers as the community continues to grow. Gaining a clear understanding of existing land use patterns and future growth trends helps guide all other elements of the plan. This foundation shapes how we plan for parks and open space, evaluate transportation options, support resource protection, and plan for utilities and infrastructure.



UNDERSTANDING AND APPROACH

PROJECT UNDERSTANDING

The City of Rogers is preparing to update its Comprehensive Plan in alignment with the Metropolitan Council's 2050 planning cycle. This update presents an important opportunity to reflect on the community's evolving needs, respond to emerging regional and local trends, and ensure compliance with the Metropolitan Council's statutory requirements.

Our team understands the significance of this process and is committed to supporting Rogers in developing a forward-thinking, inclusive, and actionable plan that builds on existing community priorities.

Metropolitan Council Requirements

The Metropolitan Council has issued new guidance under the Imagine 2050 regional development framework, introducing new expectations and requirements for local comprehensive plans. Recognizing and responding to these changes is essential, as they call for close collaboration to ensure compliance and thoughtful planning. This update is more than a routine revision, it is an opportunity to align Rogers' vision with regional goals and emerging priorities. New requirements we will need to address together include:

MINIMUM DENSITY STANDARDS:

Cities must meet updated minimum residential density requirements based on their community designation. For example, Suburban Communities like Rogers are expected to guide development at four to eight units per acre, up from the previous three to seven units to achieve a minimum net density of seven units per acre.

HOUSING DIVERSITY:

Plans must guide land uses that support a mix of housing types. At a minimum, low-density residential areas must now support at least two distinct housing types, such as detached homes, townhomes, or accessory dwelling units, to support greater housing diversity.

HOUSING POLICY IMPLEMENTATION:

The Council has introduced a new Housing Policy Toolkit to support cities in meeting affordable housing goals. Rogers' affordable housing allocation for the region is 545 units.

CLIMATE ACTION INTEGRATION:

Cities must now incorporate statewide greenhouse gas reduction targets, aiming for a 50 percent reduction by 2030 and net zero emissions by 2050. This includes strategies for mitigation and adaptation across sectors.

NATURAL SYSTEMS AND WATER SUPPLY PLANNING:

Plans must address surface water, wastewater, and water supply systems with updated tools and examples provided by the Council.

PEDESTRIAN INFRASTRUCTURE:

Plans must support safe, accessible, and connected pedestrian networks that link neighborhoods to key destinations. Plans should incorporate design principles that accommodate walking and biking for all ages and abilities, and align local pedestrian systems with regional trails and transit.

IMAGINE 2050

Our approach will ensure that Rogers' plan meets all minimum requirements, while leveraging new tools and resources to enhance the existing plan.

UNDERSTANDING OF NEW THEMES

As we collaborate as a team, we anticipate the following themes to be a central point of discussion as we update Rogers' vision and goals for the future.

Growth & Infrastructure Planning

The comprehensive plan will balance growth with infrastructure needs by coordinating land use, transportation, and utility planning so new development remains efficient and aligned with long-term capacity. Growth areas will be guided by the comprehensive planning work underway for the Crow River Water Resource Recovery Facility and by regional water modeling that will inform when and how new development can occur. Transportation planning will incorporate results from the emerging Hennepin County traffic model being developed with assistance from SRF. This model will help the City understand future travel patterns and target improvements that support safe and reliable movement without burdening local streets. At the same time, the plan will guide neighborhood design that supports walking, local parks, and connected street patterns so Rogers continues to develop as a series of vibrant and livable neighborhoods.

Resiliency and Sustainability

The comprehensive plan will help Rogers define what resiliency and sustainability mean for the community by creating a shared framework around these topics. These terms can represent many different ideas to residents, such as preparing for extreme weather, improving energy efficiency, protecting natural resources, supporting long term infrastructure reliability, or ensuring that neighborhoods remain livable for future generations. Because these concepts are broad, the plan will identify which aspects matter most to Rogers and translate them into practical goals and strategies. This framework will guide decisions on land use, utilities, transportation, parks, and environmental systems so the community can grow while supporting a healthy natural environment, reliable public services, and a strong sense of community well being.

Downtown Planning and Neighborhood Identity

The comprehensive plan will build on the planning work already underway in downtown Rogers by integrating its key ideas into the citywide vision for land use, transportation, and community character. Downtown planning efforts provide a foundation for creating a more walkable and people oriented center, and the comprehensive plan will reinforce these goals by identifying opportunities to apply similar approaches in other areas of the community. This includes exploring new urbanism strategies such as mixed use development, connected street patterns, strong public spaces, and building forms that support active street life. By aligning downtown recommendations with broader City policies, the plan will help Rogers strengthen its historic core while encouraging future growth that supports vibrant, compact, and well designed neighborhoods throughout the community.

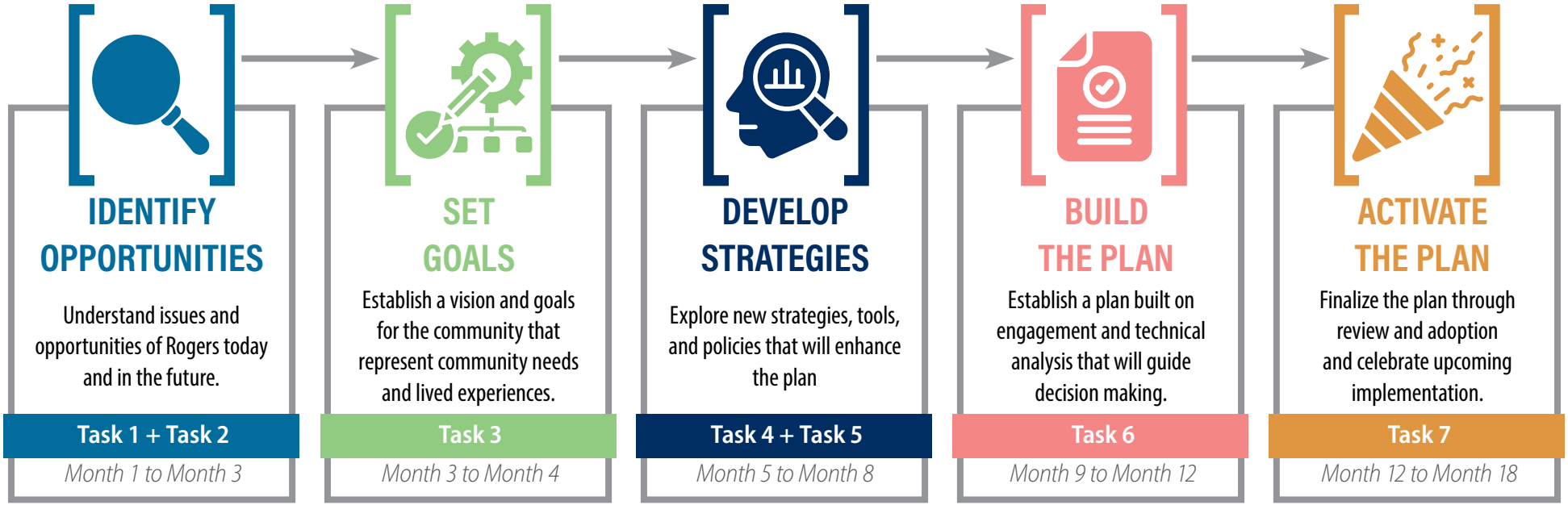
Economic Shift

A great deal has changed since the last comprehensive plan update. The economy is evolving in ways that directly influence how and where people live and work. Remote work has become a significant and lasting component of the employment landscape, reshaping commuting patterns, housing preferences, and demand for local services. At the same time, growth in technology driven industries, including the rapid expansion of data centers, is altering land use needs and placing new demands on infrastructure, energy systems, and community planning. These shifts highlight the importance of reassessing how Rogers prepares for future development, workforce trends, and the changing expectations of residents and businesses.

TC2 staff leading a bike rodeo with youth and families in Detroit Lakes, MN

APPROACH

Our planning approach combines public engagement with strong technical analysis to create a clear blueprint for the next 20 years. We tailor each comprehensive plan to the unique needs of the community. For Rogers, the update will follow a five-step process designed to build understanding and identify opportunities. The tasks are outlined in the following pages, along with a schedule that illustrates how these steps come together.



TASK 1 - PROJECT ORGANIZATION

TASK 1 GOAL: ESTABLISH A SHARED UNDERSTANDING OF PROJECT GOALS, ROLES AND EXPECTATIONS.

The first task will focus on organizing the project team and establishing a strong foundation for collaboration. This includes clearly defining roles and responsibilities, setting expectations, and confirming internal workflows to ensure an efficient and coordinated effort. At the same time, the team will develop a comprehensive public engagement plan designed to foster meaningful, inclusive, and authentic dialogue across the community. This approach will prioritize transparency, accessibility, and multiple avenues for participation, ensuring that community members feel heard and that their input meaningfully informs the planning process.

Task 1.1: Project Kick-Off & Management

As an initial task of the planning process, we will host a kick-off meeting with the city to solidify the planning process, confirm the engagement approach, and gather initial input. A day of meetings will be scheduled to hold initial conversations with staff and departments, while taking a field trip to visit developments and community assets. Prior to the kick-off, we will prepare a draft public engagement plan and general coordination information to support the conversation. This task also includes time to hold bi-weekly check-ins (virtual) with the project manager to review the schedule, deliverables, and project milestones.

In addition to the kick-off conversations with staff, we will attend a Planning Commission/City Council workshop to kick off the Comprehensive Plan process, sharing the engagement plan and overall schedule, and discussing their priorities for the future.

TC2 staff leading a project kickoff with Minnetonka staff regarding the Off-leash Dog Ordinance.

Task 1.2: Public Engagement Plan

A Public Engagement Plan (PEP) establishes the engagement goals and activities that will be used to collaborate with the community in the development of the plan and the decision-making process. The PEP will identify the specific engagement techniques, strategies, and promotional methods that will be used, along with the specific roles and responsibilities of the City and TC2 team.

As part of the PEP development, we will complete a stakeholder mapping exercise to understand community groups that should be engaged in this process. We've found that building these connections early increases engagement, participation, and support of the plan. **At the heart of the PEP are multiple workshops with elected leaders, designed to build trust in the process, strengthen understanding of plan updates, and empower them to confidently use the plan in their decision-making roles.**

Engagement activities have been identified throughout the proposed work plan that include the following:

- **Online Engagement:** An interactive online website serves as a central hub for sharing project updates, documents, timelines, and opportunities for feedback. It provides 24/7 access to information and can host interactive features like comment forms, maps, and surveys.
- **Pop-up Events:** Tabling and engagement with community members who are already out engaging with community at a local event. These events allow us to meet people where they are and spend a short time sharing info and gathering feedback.
- **Focus Groups:** Small, facilitated discussions with targeted groups. These allow for deeper dialogue, uncovering nuanced perspectives and local knowledge that might not surface in larger forums. They're ideal for discussing localized impacts and fostering ongoing relationships.
- **Workshops/Open Houses:** An opportunity to invite community to learn more about the process and provide feedback through presentations, stations, and displays. Staff are available to answer questions, and feedback is often collected through comment cards or interactive boards. Workshops will be designed around specific topics to encourage greater interest and participation from the community.
- **Community Surveys:** Structured questionnaires (online and paper) used to gather broad input from a wide audience. Surveys are great for identifying trends, preferences, and priorities. Demographic questions are also included to learn more about the survey results and ensure the survey is reaching a representative section of the community.

Task 1.3: Data Collection and Past Plan Review

This task will focus on the collection and analysis of demographic data, economic, physical, and mapping data in Rogers. The data analysis and mapping will shape the profile of Rogers, establishing key data points and insights that will serve as the foundation for the plan. This task includes the gathering and initial analysis of four sources:

- **Demographic data** from the U.S. Census Bureau, American Community Survey, Metropolitan Council, and other similar sources will be explored to understand population, housing, and economic trends.
- **GIS data** from Rogers, Hennepin County, and other local and regional sources will be explored to understand physical conditions, development patterns, and physical and built landscapes.
- **Market research** from housing studies and ESRi business analyst will be utilized to document trends and changes occurring in the community from an economic development perspective.
- **Past plans** will be reviewed to understand the goals and priorities that have shaped Rogers today. These plans include completed planning efforts (e.g., Downtown Master Plan and Sanitary Sewer/Water Modeling) along with active projects and initiatives.

Task 1.4: System Statement Review

The task will begin with the screening and assessment of the City's 2050 System Statement. This initial review will serve as an overarching framework for the update, documenting key assumptions, regional policy direction, and the overarching changes that will need to be addressed throughout the update. Key changes that must be addressed include the City's revised density requirements, its 545-unit affordable housing allocation, and regional investment factors like Highway 5 improvement projects.

Task 1 Deliverables:	Engagement Plan, Existing Conditions, System Statement Review
Task 1 Engagement:	Bi-Weekly Check-ins, Kick-Off meeting (1), Project Website, CC/PC Workshop (1)

IMAGINE 2050
PROCESS CONSIDERATIONS

Clear direction will be established early in the planning process regarding the revisions required for the plan to achieve compliance with Metropolitan Council requirements.

Task 1.5: Enhanced Economic Competitiveness Analysis (OPTIONAL)

As an optional task, our team can conduct a more in-depth assessment of Rogers' economic competitiveness and develop a locally grounded competitiveness strategy. With expertise in spatial analysis and visualization, urban economics, and real estate, the SRF Systems Analysis and Policy team is well positioned to support the City with comprehensive economic analysis and strategic guidance.

Task 1.5a: Economic Baseline in the City (Optional)

Data available, and the quality of tools for analysis and visualization, have improved dramatically in recent years; the City and the regional economy itself has changed substantially as well. Our team will collect, visualize and interpret a series of elements intended to capture current and forward-looking dynamics in the City. We expect these elements to include:

- Behavioral data including foot traffic patterns, and appraisal of key nodes of activity within the City;
- Economic conditions including housing supply and rents, commercial and industrial leasing and sale patterns, building permit activity (purpose and value), employment by location, occupation and pay level;
- Community and social conditions such as population growth and demographic change; and
- Assessment of industry cluster activity in and around the City.

Our team is able to develop a baseline collection of metrics, and support the City with analysis, visualization and interpretation of the layers of data toward concrete action. The proposed deliverables of this scope element are:

- A graphic presentation, featuring findings, maps and related visualizations, and interpretive text, suitable for sharing with community stakeholders, media, prospective funders, and other partners;
- Presentations (in-person or virtual) and discussion with City leadership.

Task 1.5b: Economic Market Assessment (Optional)

To support the City's efforts to attract and retain commercial and industrial investment, we propose initiating the engagement with a detailed analysis of current economic conditions, business composition, and industry anchors. This effort will begin with a review of employment data, industry location quotients, recent business starts and closures and tax base composition, layered with qualitative insights from City representatives. We will segment the community's economic fabric by sector, identifying areas of resilience, potential contraction, and untapped opportunity. Additionally, we will analyze supply chain linkages and business-to-business dynamics to better understand where the City fits within broader economic systems.

We will complement this baseline with a scan of regional development activity and trends, drawing from data in the greater Twin Cities metro area. This will include identifying sectors on a growth trajectory (such as advanced manufacturing, logistics, food and beverage production, or specialty tech) and gauging how well the City is positioned to support those sectors in terms of labor, infrastructure, and site availability. We will map labor sheds, examine commuting patterns, and assess workforce conditions. Through this, our objective will be to help the City understand its distinct value proposition (both for local retention and expansion) and identify market segments and industries best suited for local growth.

- A graphic presentation, featuring findings, maps and related visualizations, and interpretive text, suitable for sharing with community stakeholders, media, prospective funders, and other partners;
- Presentations to (in-person or virtual) and discussion with City leadership.

Jon Commers, Optional Task Lead

Project Advisor for Market, Land Use and Behavioral Analytics

Jon has more than 25 years of experience working in market and policy analysis and engaging with project teams and clients to develop data-driven decisions and strategy. Jon founded and developed Visible City, a spatial analytics and consulting company serving clients nationally, which was acquired by SRF in 2024. He's served for over a decade as an adjunct instructor of urban studies at the University of Minnesota and regularly addresses business, civic and conference audiences on urban economics, governance and history. Jon has also been invested in public decision making over many years, including service of eight years on the Metropolitan Council and six years on the Saint Paul Planning Commission, where he was elected chair. Currently, Jon is the Minnesota chapter president for Lambda Alpha International, a global land use economics society.

TASK 2: ISSUES AND OPPORTUNITIES

TASK 2 GOAL: IDENTIFY KEY CHALLENGES AND OPPORTUNITIES THROUGH DATA ANALYSIS AND STAKEHOLDER INPUT TO INFORM THE PLAN'S DIRECTION.

Task 2 will document the issues and opportunities that need to be addressed as part of the update. This phase will build on the findings from Task 1 and include engagement with elected leaders to gather their perspectives, ensuring the plan provides the guidance necessary for informed decision-making.

Task 2.1: Community Profile

This task will focus on preparing a community profile that documents existing conditions and key trends shaping Rogers. Land use, economic, housing, and demographic data will be analyzed to establish a baseline understanding of how the community has developed and how it is changing. Population, employment, and household projections will help reveal shifting market dynamics and changing economic conditions. This information will guide future development and reinvestment strategies while highlighting how evolving trends may shape the community's character over time.

As part of this effort, we will review the City's existing land use plan to ensure it accurately reflects current development patterns and conditions. Using the zoning map, the 2040 Comprehensive Plan, and other relevant data, we will evaluate land use categories, development trends, and the extent to which planned development has been absorbed since the last update. This analysis will document how the current plan has influenced growth over the past decade and establish a clear foundation for future planning decisions.

Task 2.2: Visioning Workshops

We propose a visioning workshop with staff, commissions, and elected leaders to gather insights into current experiences and perspectives in Rogers. These workshops will create space for dialogue and interactive activities that explore community priorities and aspirations for the future. Materials will be prepared to introduce participants to the plan update process and highlight initial findings from the community profile, with activities tailored to identify key areas of concern and build upon existing opportunities. Results from these workshops will help inform materials for pop-up events and a community survey.

Task 2.3: Community Survey

A community survey will be developed to engage residents and community members. An online survey is a helpful tool to connect with community members at a time and location that works for them and to engage those that may not join a public event. The survey will be used to gather feedback on growth and development, community character, quality of life, economic issues, community services, and other topics that will inform the identification of issues and opportunities. We will analyze the survey results to identify common themes to inform future policy areas.

Task 2.4: Identify Issues and Opportunities

Building from the community profile, initial analysis, and early engagement, the team will identify the issues and opportunities currently experienced in Rogers. These items will inform the development of a community vision and goals and the analysis of strategies and future actions for Rogers. The issues and opportunities will be summarized in a memorandum and shared via the project website. These will be promoted as opportunities for the community to review how their input is shaping the planning process.

Aligning the identified issues and opportunities with the minimum requirements and regional policies will be an important part of this task. We will explore areas where the community may want to expand beyond the requirements to ensure the plan is specific to Rogers.

Task 2.5: Planning Commission/City Council (PC/CC) Updates

We will provide the PC/CC with an update to review key issues and opportunities, and to begin considering community vision and goal priorities informed by community engagement and initial data collection. We will coordinate with staff to identify the appropriate meetings and will prepare materials to provide PC/CC members with an overview of work completed to date and facilitate conversation and activities to inform the next phases of the planning process.

Task 2 Deliverables:	Community Profile, Issues and Opportunities Memo
Task 2 Engagement:	Website Update, Survey, Visioning Workshop (1), PC/CC Updates (2)

As we begin the update process, we will work with City staff to identify areas where you'd like to go beyond the minimum requirements, using the Metropolitan Council's recommended focus areas such as sustainability, resilience, active transportation, and utility planning.

IMAGINE 2050 PROCESS CONSIDERATIONS

TASK 3: GOAL DEVELOPMENT

TASK 3 GOAL: DEFINE COMMUNITY-DRIVEN GOALS THAT ALIGN WITH REGIONAL PRIORITIES AND REFLECT ROGERS' VISION FOR THE FUTURE.

Task 2 will be integrated with this task to validate and confirm the community's aspirations for the future, while also identifying key themes that require deeper focus. This work will set the foundation for Task 5: Plan Enhancements.

Task 3.1: Pop-up Events

We will utilize existing community events to host pop-ups to engage community members in helping confirm the City's vision and goals for the future, while identifying issues and opportunities. These events create opportunities to connect with community where they are, with a reduced time commitment to provide input.

Task 3.2: Vision and Goals

We will refine and update the City's existing vision and goals to ensure they continue to reflect community priorities and guide future decision making. Building on the current Comprehensive Plan framework and feedback from community engagement, this effort will strengthen alignment among the overall vision, plan elements, and implementation actions. An updated vision and goals framework will be developed early in the process to clarify how existing goals may be adjusted, reorganized, or expanded in response to evolving conditions, while establishing clear connections between the vision, policy direction, and implementation strategies to support long term plan execution.

Task 3.3: Community Update

The community vision and goals will be shared with the community via the project website to provide a process update. The overall framework will also be shared with insights into the analysis phase and future engagement opportunities.

Task 3 Deliverables:	Vision and Goals Memo
Task 3 Engagement:	Website Update, Pop-Up Events (3) Community Update

GOAL FRAMEWORK

Establishing the overall framework for the vision and goals will ensure that the elements are clearly defined for plan implementation. We anticipate a plan that is structured around the following guiding elements.

Community Vision Statement: A broad, aspirational description of what the community aspires to achieve in the long-term future. It articulates the community's core values and priorities, serving as the guide for planning and decision-making.

Goal Statements: Specific, clear, and measurable statements of desired outcomes that align with the community's vision. These statements provide direction and define what success looks like across broad topics and themes.

Plan Element Priorities: Statements of desired focus areas for each plan element that identify specific priorities that support the movement towards the identified vision and goals.

Plan Element Strategies: The methods or approaches designed to achieve the plan's goals and objectives. These strategies can range from policy actions to general planning themes or precedents that may be applied within the community.

Implementation Actions: Specific, actionable steps that need to be taken to execute the community goals. These actions include detailed tasks, responsible parties, timelines, and performance metrics to ensure that the strategies are effectively carried out and the goals are met.

IMAGINE 2050 PROCESS CONSIDERATIONS

The defined community goals will be compared to Rogers' system statement to understand alignment and potential areas of misalignment.

TASK 4: PLAN ANALYSIS

TASK 4 GOAL: EVALUATE STRATEGIES, TOOLS, AND TRENDS TO BUILD AN INTEGRATED SYSTEM OF PLAN ELEMENTS AND OUTCOMES THAT ADVANCE ROGERS' PRIORITIES.

This task initiates the technical update of the Comprehensive Plan by completing targeted analyses for each plan element, with particular attention to documenting regional systems and requirements. Ongoing coordination with staff and community partners will support the analysis, which will focus on defining clear outcomes to inform updated plan element objectives and strategies guiding land use and development in Rogers. Findings and recommended outcomes for each element will be documented in technical memorandums that will directly inform the Comprehensive Plan update.

Task 4.1: Land Use Analysis

Land use analysis will be a primary focus of the Comprehensive Plan update, with particular emphasis on identified growth areas and the continued evolution of downtown toward a more compact and dense development pattern. This effort will include a review of past development decisions and recent growth trends, along with an evaluation of opportunities for future change. The Future Land Use Plan will be informed by existing land use and zoning, recent development activity, market data, and regional growth patterns.

Findings from the community profile will help identify development opportunities and constraints such as environmental features, infrastructure capacity, land suitability, and surrounding context, that will guide future land use decisions and support strategic growth and investments in key areas. A major focus will be confirming Rogers' growth areas and determining how updates to density requirements and affordable housing goals are addressed and reflected throughout the plan update.

Task 4.2: Housing Analysis

Housing is a critical element of a community's fabric, ensuring community members have access to housing options with a range of types, affordability levels, and amenities. We will begin with an assessment of the existing housing stock to understand demand and current trends. This analysis will inform the identification of existing housing needs of the community that align with System Statement projections. Policies, tools and strategies to advance the response to existing and future housing needs will be identified.

LAND USE MINIMUM REQUIREMENTS

- ☐ Table of forecasted population, households & employment
- ☐ Community Designation map
- ☐ Existing land use map & table
- ☐ Land use category descriptions with density ranges
- ☐ Future land use plan, map, & table
- ☐ Redevelopment and infill policies
- ☐ Capital Improvement Plan timing and sequencing
- ☐ Map & table of redevelopment, infill, & new development opportunities
- ☐ Map & table of staged development in 10-year increments
- ☐ Demographic profile
- ☐ Engagement efforts
- ☐ Historic and cultural community assets
- ☐ Aggregate resources

Task 4.3: Multimodal Analysis

The multimodal analysis will document how people travel within Rogers and throughout the broader region. This work will be streamlined and closely coordinated with our teams' efforts (SRF Consulting Group, Inc.) in updating Hennepin County's Traffic Model. Furthermore, this analysis will place particular emphasis on identifying infrastructure needs that support safe, accessible, and connected travel for all modes, ages, and abilities - reflecting a new Metropolitan Council requirement. We will collaborate with the County to ensure the City's socioeconomic projections are accurately aligned by Traffic Analysis Zones (TAZs) to support and inform the countywide traffic model.

Task 4.4: Parks Analysis

The parks analysis will evaluate existing regional and local parks, neighborhood access to park facilities, and the overall connectivity of the trail system, along with future investment needs. Policies and strategies to maintain, modernize, and expand park amenities in coordination with future development and to ensure equitable access for all neighborhoods will also be explored.

Task 4.5: Climate Analysis

The climate plan element is an expanded element of the Imagine 2050 process. Analysis will be completed to understand existing greenhouse gas emissions, climate hazards, and local food system insecurities. Policies and strategies to support each of these hazards/features will be explored. This is a new requirement and can be supported by the Metropolitan Council's tools once available; however, those tools have not yet been released.

Task 4.6: Natural Systems Analysis

Natural systems are foundational elements of the community, shaping both environmental health and community character. This analysis will identify and document existing natural features to inform development constraints and opportunities within the land use framework. Key systems, including terrestrial resources and water bodies, will be mapped and evaluated to guide planning decisions. The analysis will also explore strategies and policy actions that promote environmental stewardship by preserving, enhancing, and integrating natural resources into future development and reinvestment activities.

Task 4.7: Infrastructure Analysis

A critical component of the update is a thoughtful evaluation of existing community assets and their lifecycle needs. This task will document the condition and capacity of key infrastructure systems such as utilities, transportation facilities, and public buildings to develop a clear understanding of current demands and long-term responsibilities. The analysis will explore strategies for system preservation, maintenance, and reinvestment, while also identifying future capacity needs needed to support growth and redevelopment. This work will ensure infrastructure planning is fiscally responsible, resilient, and aligned with the community's targeted growth areas.

Task 4 Deliverables:	Analysis outcomes, Technical Memorandums
Task 4 Engagement:	Website Updates

IMAGINE 2050 PROCESS CONSIDERATIONS

The minimum requirements and system statement will be frequently referenced throughout analysis efforts. We will ensure that analysis and strategies align with the requirements and Rogers' needs. Additionally, coordination with your Sector Rep to coordinate outcomes and requirements will support the advancement of the planning process.

Crow River Water Resource Recovery Facility: Key Planning Implications

The Metropolitan Council is constructing a new Water Resource Recovery Facility west of the existing Rogers plant to improve water quality, protect the Crow River, and support long-term environmental sustainability. Wastewater flows will be redirected to the new facility through a new lift station and interceptor, with the existing plant decommissioned by 2031.

Most of the current site will be returned to the City for future redevelopment, while a portion will be retained for the lift station. This major infrastructure shift will influence growth capacity, land use, environmental protection, and redevelopment opportunities, and will need to be fully integrated into the comprehensive plan.

TASK 5: PLAN ENHANCEMENTS

TASK 5 GOAL: IDENTIFY NEW POLICY AREAS AND DIRECTIONS TO STRENGTHEN THE PLAN.

This task will focus on a strategic initiative to better define new priorities for the community around walkability, multimodal transportation needs, environmental stewardship, and infrastructure needs. These new policy areas will be coordinated across plan elements to ensure they work together in support of the community's vision and regional requirements.

Task 5.1: Planing Commission/City Council Policy Workshop

We will identify key themes emerging from previous tasks that need further exploration through targeted workshops with staff and elected officials. The workshop will focus on how the plan can be enhanced to address new policy areas. The workshops will include an overview of the policy context and its alignment with the community's vision and goals. Outcomes from these discussions will be used to confirm policy direction prior to engaging the broader public.

Task 5.2: Open Houses/Focus Group Meetings

Focus groups will be organized around emerging policy areas, giving community members an active role in defining priorities and shaping the actions that will guide the implementation plan. Each session will bring together residents, stakeholders, subject matter experts, and City representatives to explore key issues, share experiences, test ideas, and identify practical strategies for moving forward. Guided questions will support focused conversation and help ensure meaningful outcomes that directly inform plan policies and implementation steps. These gatherings can also be promoted as mini-open houses to encourage broader community participation. Potential topics and facilitators for this effort include:

Resiliency and Sustainability: Lydia Statz will facilitate discussions on defining these broad topics and exploring what they mean specifically for the Rogers community.

Economic Competitiveness: John Uphoff will lead conversations on emerging economic trends in the region and how Rogers can remain competitive as a place to live and do business.

Land Use and Growth: Stephanie will guide discussions on how growth is shaping development patterns in Rogers, with a focus on the elements that create livable neighborhoods and support a high quality of life.

Multimodal Transportation: Lance Bernard will facilitate discussions on creating a transportation system that meets the needs of all ages and mobility levels.

Task 5.3: Policy Area Survey

To supplement the feedback gathered through the focus group meetings, an online survey will be created to gather the community's feedback on the new policy areas. We will create an online survey that allows the community to participate at their convenience, sharing feedback that will confirm the plan's priorities and the implementation plan.

Task 5.4: Planning Commission and City Council Update

We will provide a concise update to the Planning Commission and City Council summarizing the proposed policy areas and highlighting how engagement activities have informed and shaped emerging priorities. This update will connect feedback received through workshops and focus groups to recommended policy direction, helping decision makers understand how community and stakeholder input is being translated into actionable priorities within the plan.

Task 5 Deliverables:	Technical Memorandum Updates
Task 5 Engagement:	PC/CC Workshops (1) - Updates (2), Focus Groups (4), Survey

IMAGINE 2050 PROCESS CONSIDERATIONS

As new policy areas are identified, we will document how they strengthen the plan and exceed the minimum requirements.

TASK 6: PREPARE THE PLAN

TASK 6 GOAL: DEVELOP THE PLAN AND INITIATE PRELIMINARY REVIEWS.

Although a year into the process, we are now reaching the stage where plan preparation can begin. Drafting the plan will draw heavily on materials developed through earlier tasks and phases of work. Rather than waiting until the end of the process, our approach is to update and refine the plan iteratively as work progresses, ensuring it remains current, responsive, and informed by ongoing analysis and engagement.

Task 6.1: Implementation Plan

We will work collaboratively with staff to develop a clear set of actions and recommendations, including policy updates, administrative measures, and potential funding tools, to advance the City's established vision and goals. These actions will be organized within an implementation framework that supports coordinated decision making and guides the community in carrying out the plan over time.

Task 6.2: Draft Plan

A draft Comprehensive Plan will be developed using the outcomes from previous tasks. An initial outline and formatting will be developed and reviewed with staff, ensuring that the overall use and story of the plan is considered. The draft will be shared with staff for review and edits will be made.

The draft plan will be developed to fulfill all minimum requirements in a manner that responds to Metropolitan Council needs while serving as Rogers' guiding document. The plan will be written to connect with community, with technical information (including technical memorandums). As part of this effort, we will coordinate with the Transportation, Surface Water, Wastewater, and Water Supply teams to develop the narrative for the Comprehensive Plan.

Task 6.3: Preliminary Review

This phase will provide an opportunity to initiate preliminary reviews with the Metropolitan Council. Based on prior experience, we anticipate an iterative process involving ongoing coordination and feedback with Council staff as they conduct concurrent reviews across multiple plan elements. This early review effort is expected to occur over a three to six month period. The goal is to coordinate early and often with Metropolitan Council staff to help streamline the formal six month review process and support an efficient overall plan approval timeline.

Task 6.4: Plan Review Open House & Pop-Ups

As the plan is finalized, key outcomes and overarching themes will be shared with the community through a final open house and pop-ups. Engagement activities will focus on introducing new policy topics and priority action items that support the City's vision and goals. Educational materials will also explain how the plan will be used and outline the remaining steps and timeline toward adoption.

Task 6 Deliverables:	Implementation Plan, Draft Plan Elements
Task 6 Engagement:	Website Updates, Open House (1), Pop-Ups (2), Coordination with Metropolitan Council

IMAGINE 2050 PROCESS CONSIDERATIONS

As the plan is developed, the minimum checklist will be used to ensure the plan fulfills all requirements. Coordination with Metropolitan Council Sector Rep to review plan elements and coordinate adoption process, this includes the Preliminary Plan Review to address potential conformance, consistency, or compatibility concerns.

TASK 7: ACTIVATE THE PLAN

TASK 7 GOAL: SUPPORT THE FORMAL REVIEW AND ADOPTION PROCESS BY PREPARING CLEAR DOCUMENTATION AND FACILITATING STAKEHOLDER UNDERSTANDING.

We will support the City of Rogers through the plan review and adoption process. The following tasks support the required adoption process according to the Local Planning Handbook.

Task 7.1 Final Plan

We will finalize the plan based on staff comments and prepare it for the adoption process. Updates will be made to the project website to track the plan's adoption process.

Task 7.2: City Council Action

Following the review of the draft and final plan by staff and the Preliminary Plan Review with Metropolitan Council, the City Council must take action to initiate the review and adoption process. We will prepare a staff response, presentation, and resolution to support this effort.

Task 7.3: Adjacent Community Review

The review process will provide required opportunities for comment from adjacent and affected jurisdictions. We will assist the City with preparing and distributing the plan for review to jurisdictions identified by the Metropolitan Council and will proactively coordinate materials and timelines to streamline the review process and minimize delays. Comments received during the six-month review period will be organized by plan element, and we will prepare a clear, consolidated response to all comments. That response will identify whether plan amendments are necessary and support timely revisions, helping reduce the overall review and approval timeframe.

Task 7.4: Council Action and Metropolitan Council Review

A review of the plan by the Metropolitan Council is the next step in the planning process. A public hearing of the City Council will be held to gather community input in the continued finalization of the plan. The City Council will approve the plan for submittal to the Metropolitan Council for review.

We will support the City in the submittal of the plan and review process. As comments are received, we will work with staff to identify needed plan updates to comply with comments and advance the plan through the approval process. A comment/response table will be maintained through this effort.

Task 7.5: City Council Adoption

Following the Metropolitan Council's review, we will assist the City with the adoption of the Comprehensive Plan. We will prepare a staff report, presentation, and resolution to support the public hearing process. Upon approval, we will package all required materials.

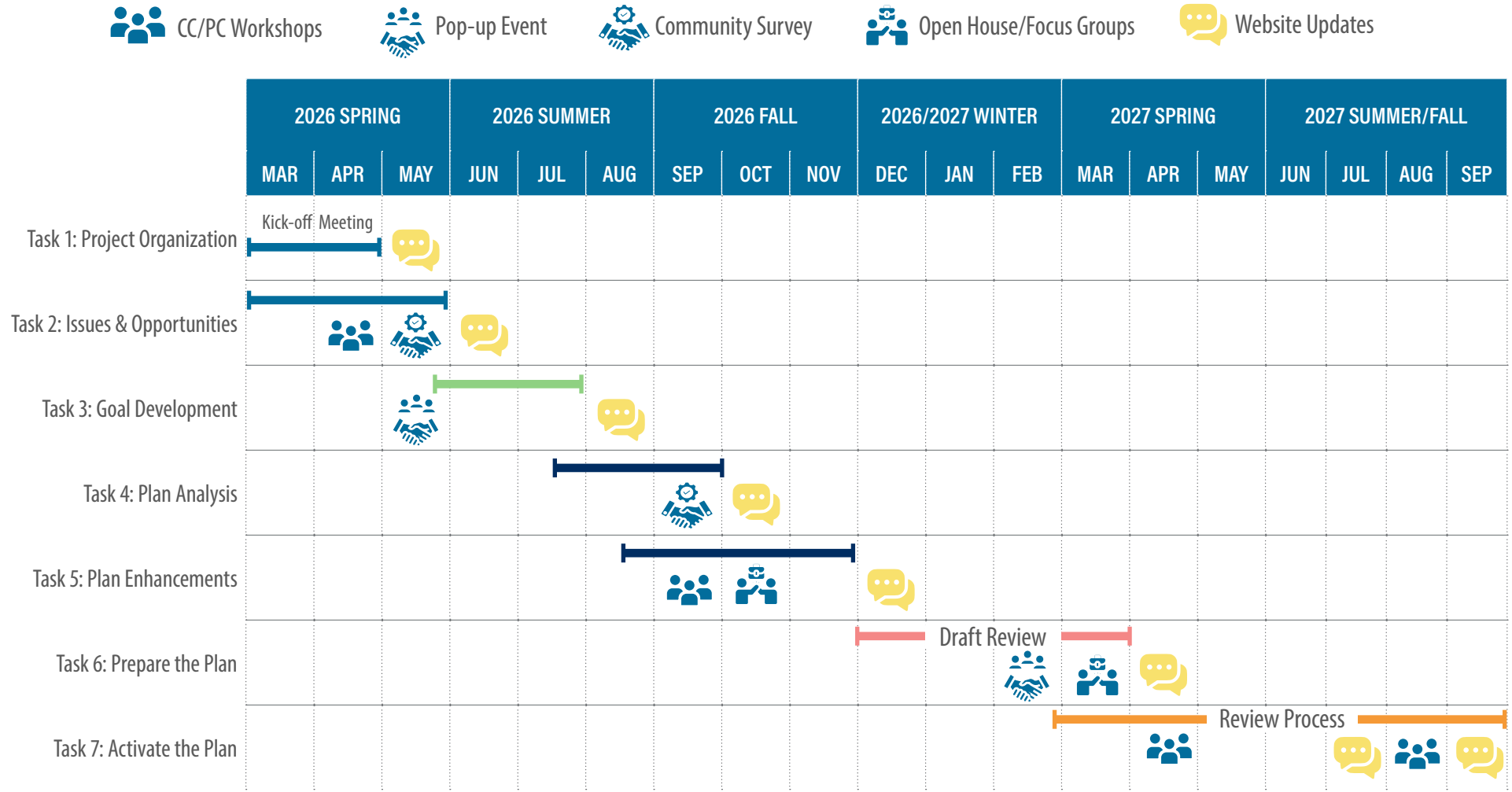
Task 7 Deliverables:	Final Plan and Deliverables
Task 7 Engagement:	Website Updates, Public Hearing (1), City Council Adoption

IMAGINE 2050 PROCESS CONSIDERATIONS

The plan will proceed through the prescribed review and adoption process in compliance with all applicable statutory and regulatory requirements.

Schedule

We have developed a project schedule that outlines key tasks and milestones anticipated throughout the planning process. This schedule will be reviewed regularly to ensure that tasks, deliverables, and engagement activities remain on track to meet critical milestones. We anticipate the planning process will span a minimum of 18 months, allowing time to satisfy the required six-month review period. Our objective is to further streamline this timeline by actively collaborating with the Metropolitan Council and adjacent jurisdictions to minimize delays and enhance coordination.



LANCE BERNARD

Director of Planning

TC^2

Phone: 320-420-7768
Email: lbernard@transportationcollaborative.com

BACKGROUND

BACHELOR OF ARTS, COMMUNITY DEVELOPMENT/URBAN AFFAIRS
ST. CLOUD STATE UNIVERSITY (2003)

AFFILIATIONS

Past President, APA MN
Past Legislative Co-Chair, APA MN
Metro District Representative, APA MN

EXPERTISE

COMMUNITY PLANNING
Land Use Planning
Comprehensive Planning
Neighborhood Studies
Redevelopment Plans
Strategic Frameworks

TRANSPORTATION PLANNING
Multimodal Planning
Corridor Studies
Asset Management
Financial Planning/Grant Assistance
Parking Studies
System Analysis

COMMUNITY ENGAGEMENT
Stakeholder Facilitation
Engagement Materials and Activities

Lance recently joined TC2 and brings over 20 years of experience leading a variety of planning projects. Lance's work has touched on all aspects of planning, including comprehensive/land use plans, neighborhood studies, public health initiatives, expanded multimodal planning, corridor studies, parking and micro-mobility assessments, asset management, and grant funding coordination. His approach is built on trust and genuinely listening to community needs, aspirations, and desires.

RELEVANT PROJECT EXPERIENCE

RICHFIELD 2040 COMPREHENSIVE PLAN, RICHFIELD, MN
Project Manager

STILLWATER 2040 COMPREHENSIVE PLAN, STILLWATER, MN
Project Manager

COLUMBIA HEIGHTS 2040 COMPREHENSIVE PLAN, COLUMBIA HEIGHTS, MN
Project Manager

VICTORIA 2040 COMPREHENSIVE PLAN, VICTORIA, MN
Support Staff

CARVER COUNTY 2050 TRANSPORTATION PLAN, CARVER COUNTY, MN
Project Manager

CARVER COUNTY PARKS AND TRAIL CAPITAL IMPROVEMENT PROGRAM DEVELOPMENT AND FUNDING STRATEGIST
Project Manager

MISSING MIDDLE HOUSING ZONING UPDATE, RICHFIELD, MN
Project Manager

RONDO RESTORATIVE NEIGHBORHOOD AREA PLAN, SAINT PAUL, MN
Lead Planner

COUNTY COMPREHENSIVE PLANS (E.G., SHERBURNE, BENTON, KANABEC, OTTER TAIL, AND STEARNS COUNTY)
Project Manager

WILLMAR ZONING ORDINANCE UPDATE, WILLMAR, MN
Support Staff

DILWORTH SUB AREA STUDIES AND ZONING UPDATES
Project Manager

MIXED USE ZONING DISTRICT UPDATES, STILLWATER, MN
Project Manager

SCANDIA CITY CENTER STUDY, SCANDIA, MN
Transportation Planner

LOT D DEVELOPMENT FRAMEWORK, DULUTH, MN
Project Manager

TRAIL CROSSING GUIDELINES, THREE RIVERS PARK DISTRICT
Lead Planner

Note: Projects include those completed with another firm

STEPHANIE FALKERS, AICP

Director of Community Planning

TC^2

Land Use Lead

> ***One of the best parts of my job is getting to know the people that make up each community we work in. I enjoy understanding what they love about the place they call home, and their ideas for how to make it even better. I also enjoy immersing myself in the community, serving as an extension of staff.***

BACKGROUND

BACHELOR OF LANDSCAPE ARCHITECTURE, NORTH DAKOTA STATE UNIVERSITY (2010)

BACHELOR OF SCIENCE, ENVIRONMENTAL DESIGN, NORTH DAKOTA STATE UNIVERSITY (2010)

EXPERTISE

COMMUNITY PLANNING
Land Use Planning
Comprehensive Planning
Zoning Ordinances
Neighborhood Studies
Day-to-Day Planning Services
Small Area Plans
Implementation Plans
Strategic Frameworks

TRANSPORTATION PLANNING
Multimodal Planning
Corridor Studies
Streetscape and Placemaking
Impact Assessment

COMMUNITY ENGAGEMENT
Stakeholder Facilitation
Engagement Materials and Activities

Stephanie recently joined TC2 and brings over 15 years of experience leading a variety of community, transportation, and environmental planning projects. She enjoys working closely with a community to explore goals and identify future actions and investments through collaboration with staff, residents and stakeholders. With thoughtful planning, sound community engagement, and appropriate analysis, the possibilities are endless. Stephanie's planning approach utilizes the exploration of big data to understand potential issues, confirming perspectives with community input, to inform the creation of strategies and solutions. She works with stakeholders and partners across a variety of projects to facilitate dozens of open houses, stakeholder meetings, and other engagement events. Stephanie's engagement approach focuses on providing everyone a seat at the table, creating opportunities to share ideas, and facilitating discussions of trade-offs and strategies to define a collaborative approach.

RELEVANT PROJECT EXPERIENCE

MISSING MIDDLE ZONING UPDATES, RICHFIELD, MN
Planner

CEDAR AVENUE LAND USE STUDY, LAKEVILLE, MN
Land Use Lead

WAYZATA 2040 COMPREHENSIVE PLAN, WAYZATA, MN
Project Manager

NORWOOD YOUNG AMERICA 2040 COMPREHENSIVE PLAN, NORWOOD YOUNG AMERICA, MN
Project Manager

ROGERS 2040 COMPREHENSIVE PLAN, ROGERS, MN
Project Manager

WASHINGTON COUNTY 2040 COMPREHENSIVE PLAN, WASHINGTON COUNTY, MN
Project Manager

ARRIVE + THRIVE SMALL AREA PLAN, ST LOUIS PARK, MN
Project Manager

SUPERIOR ZONING ORDINANCE UPDATES, SUPERIOR, WI
Project Manager

WITH WILLMAR COMPREHENSIVE PLAN, WILLMAR, MN
Project Manager

OUR WORTHINGTON COMPREHENSIVE PLAN, WORTHINGTON, MN
Project Manager

WAYZATA BOULEVARD LAND USE AND CORRIDOR STUDY, WAYZATA, MN
Project Manager

MARSHALL COMPREHENSIVE PLAN UPDATE, MARSHALL, MN
Project Manager

IMAGINE ISANTI COUNTY 2045 COMPREHENSIVE PLAN UPDATE, ISANTI COUNTY, MN
Project Manager

MILLE LACS COUNTY COMPREHENSIVE LAND USE PLAN UPDATE, MILLE LACS COUNTY, MN
Project Manager

Note: Projects include those completed with another firm

MAYA SHEIKH

Policy Planner + Engager

BACKGROUND

BACHELOR OF SCIENCE, PSYCHOLOGY, LOYOLA UNIVERSITY CHICAGO (2018)

MASTER'S DEGREE, URBAN AND REGIONAL PLANNING, UNIVERSITY OF MINNESOTA (2023)

MASTER'S DEGREE, PUBLIC HEALTH, UNIVERSITY OF MINNESOTA (2023)

EXPERTISE

COMMUNITY PLANNING
Land Use Planning
Zoning Updates

COMMUNITY ENGAGEMENT
Strategy Development
Public Participation

MULTIMODAL PLANNING
Pedestrian/Bikeway Systems
Safe Routes to School
Corridor Mobility Studies

GRAPHIC DESIGN
Concept and Visual Design
Web Design

Maya Sheikh joined the TC2 team in the summer of 2023 as a Mobility Planner. She is experienced in political communications, strategic development, transportation planning, public health, and community engagement with graphic design specialties. Maya's curiosity, positive attitude, and work ethic help her advance projects and empower communities to make meaningful changes and address challenges.

RELEVANT PROJECT EXPERIENCE

POLICYLINK EQUITY CAUCUS SUPPORT, OAKLAND, CA

MISSING MIDDLE ZONING UPDATES, RICHFIELD, MN

THREE RIVERS PARK DISTRICT TRAIL CROSSING STUDY

RED LAKE NATION ENHANCING COMMUNITY CONNECTIONS THROUGH TRAILS AND PARKS STUDY

PENN AVENUE PUBLIC REALM IMPROVEMENTS, HENNEPIN COUNTY, MN

WILLMAR ZONING ORDINANCE, WILLMAR, MN

MICROTRANSIT POLICY FRAMEWORK, MET COUNCIL

SAFE STREETS & ROADS FOR ALL COMPREHENSIVE SAFETY ACTION PLAN, ST. CLOUD APO

EVE VANAGAS

Parks Planner + Engager

BACKGROUND

BACHELOR OF ARTS, POLITICAL SCIENCE, UNIVERSITY OF FLORIDA (2022)

BACHELOR OF ARTS, ECONOMICS, UNIVERSITY OF FLORIDA (2022)

MASTER'S DEGREE, URBAN AND REGIONAL PLANNING, UNIVERSITY OF MINNESOTA (2024)

EXPERTISE

COMMUNITY ENGAGEMENT
Strategy Development
Engagement Materials & Activities
Meeting Facilitation
Feedback Analysis
Web Development

PLANNING
Strategic Planning
Land Use Planning
Comprehensive Planning
Park & Trail Plans
Technical Support/Graphic Design

Eve Vanagas is a Community Engagement Planner who joined TC2 in the summer of 2024. She brings a creative and relationship-centered approach to public engagement, believing that every meaningful project begins with empowering community members to shape their future. Eve's background in government relations, political communications, and strategic planning informs her ability to design inclusive engagement strategies and facilitate impactful conversations. Her work spans a variety of planning contexts, from corridor redesigns to regional park plans.

RELEVANT PROJECT EXPERIENCE

RONDO NEIGHBORHOOD STREETS IMPROVEMENT STUDY, SAINT PAUL, MN

MIDTOWN GREENWAY TRAIL EXPANSION PLANNING STUDY, METROPOLITAN COUNCIL

CARVER COUNTY ON-CALL PARKS & TRAIL PLANNING SERVICES

DILWORTH SUB AREA STUDIES AND ZONING UPDATES, DILWORTH, MN

DOG LEASH ORDINANCE COMMUNITY ENGAGEMENT, MINNETONKA, MN

NORTH MISSISSIPPI REGIONAL PARKS PLAN, MINNEAPOLIS PARKS AND RECREATION BOARD *

MNDOT STATEWIDE BICYCLE + SYSTEM PLAN, MNDOT

Note: Projects include those completed with another firm

SAM MATUKE, AICP

Multimodal Lead

BACKGROUND

BACHELOR OF SCIENCE IN ARCHITECTURE, U OF MN (2016)

MASTERS DEGREE, CITY AND REGIONAL PLANNING, CORNELL (2019)

EXPERTISE

COMMUNITY PLANNING
Land Use Planning
Comprehensive Planning
Zoning Updates

TRANSPORTATION PLANNING
Transportation Plans
System Analysis
Multimodal Planning
Safe Routes to School

COMMUNITY ENGAGEMENT
Meeting Facilitation
Public Participation

GRAPHIC DESIGN
Content Creation
Logo & Visual Design
Web Design

Samantha joined the TC2 team in 2022 as a Lead Planner. She is experienced in community and transportation planning, public engagement, graphic design, grant writing, and urban design. With an educational background in Architecture and City Planning, she brings a unique perspective to all her projects. Sam believes her role as a planner is to bring tools and resources to communities, which they can utilize to shape their best future.

RELEVANT PROJECT EXPERIENCE

SUPERIOR COMPREHENSIVE PLAN, SUPERIOR, WI

RIVER FALLS COMPREHENSIVE PLAN + OUTDOOR RECREATION PLAN, RIVER FALLS, MN

WILLMAR ZONING CODE UPDATE, WILLMAR, MN

RAMSEY COUNTY TRANSPORTATION PLAN

WASHINGTON COUNTY TRANSPORTATION PLAN

MISSING MIDDLE ZONING UPDATES, RICHFIELD, MN

WEST MISSISSIPPI REGIONAL TRAIL FEASIBILITY STUDY, MPRB

MICROTRANSIT POLICY FRAMEWORK, METROPOLITAN COUNCIL, MN

ALLY DE ALCUAZ

Analyst + Tools

BACKGROUND

BACHELOR OF SCIENCE, ENVIRONMENTAL SCIENCE, SANTA CLARA UNIVERSITY (2016)

MASTERS DEGREE, URBAN AND REGIONAL PLANNING, UNIVERSITY OF MINNESOTA-HUMPHREY (2019)

EXPERTISE

SYSTEM ANALYTICS
Performance Measures
Data Analytics
GIS Systems & Mapping
Web Based Dashboards

TRANSPORTATION PLANNING
System Analysis
Multimodal Accessibility

TECHNICAL SUPPORT
Graphics and Design

Ally joined the TC2 team in 2024 as a Transportation Planner. She is experienced in performance measurement and reporting, GIS, and multimodal accessibility analysis. She applies her interest in GIS and data-driven planning to her work and enjoys collaborating with others to find solutions. Ally also volunteers with the MN Chapter of the American Planning Association as an Emerging Planners (EPG) Co-Chair. EPG runs the annual mentor program which connects emerging and established planners throughout the state.

RELEVANT PROJECT EXPERIENCE

DOWNTOWN STILLWATER WAYFINDING PLAN, STILLWATER, MN

REGION 5 AND 7E TRANSPORTATION PLANS, MNDOT

WASHINGTON COUNTY TRANSPORTATION PLAN

SCANDIA CITY CENTER STUDY, SCANDIA, MN

RONDO RESTORATIVE NEIGHBORHOOD AREA PLAN, SAINT PAUL, MN

MNDOT SYSTEM PERFORMANCE DASHBOARD

MNDOT PERFORMANCE REPORTING

MNDOT FREIGHT BOTTLENECK ANALYSIS FOR OFCVO

MNDOT SYSTEM-WIDE VEHICLE SPEED AND HCAADT ANALYSIS

Note: Projects include those completed with another firm

LANDFORM
From Site to Finish

KENDRA LINDAHL, AICP
Implementation Lead

BACKGROUND
MASTER OF ARTS IN PUBLIC ADMINISTRATION, HAMLINE UNIVERSITY

BACHELOR OF ARTS, UNIVERSITY OF MINNESOTA - MORRIS

REGISTRATION / CERTIFICATION
American Institute of Certified Planners

AFFILIATIONS
American Planning Association

Minnesota Chapter of American Planning Association (MnAPA)

Sensible Land Use Coalition

Economic Development Association of Minnesota

AWARDS
Top Projects of 2015

Received for Webber Park Natural Swimming Pool \ Minneapolis, MN Finance & Commerce

Ms. Lindahl leads the Planning & Urban Design Studio at Landform. Her experience with public and private sector clients spans more than 20 years. In that time, she has formed a solid sense of big-picture concepts and the details necessary for turning concepts into successful projects. She has also mastered creative, effective management skills in the increasingly complex approval process arena. Ms. Lindahl possesses a complete understanding of the municipal review and permitting process, allowing her to be a valuable addition to your development team.

RELEVANT PROJECT EXPERIENCE

2040 COMPREHENSIVE PLAN \ CORCORAN, MN

2040 COMPREHENSIVE PLAN UPDATE \ HUGO, MN

2040 COMPREHENSIVE PLAN \ LINO LAKES, MN

CONSULTING PLANNER \ CITY OF BAXTER, MN

CONSULTING PLANNER \ CITY OF CORCORAN, MN

CONSULTING PLANNER \ CITY OF HUGO, MN

CONSULTING PLANNER \ CITY OF LINO LAKES, MN

CORCORAN SOUTHEAST DISTRICT PLAN & DESIGN GUIDELINES \ CORCORAN, MN

HANIFL FIELDS ATHLETIC PARK SHELTER \ HUGO, MN

NEW RICHMOND ORDINANCE UPDATE \ NEW RICHMOND, WI

THE COR AT RAMSEY AUAR UPDATE \ RAMSEY, MN

LANDFORM
From Site to Finish

JOHN UPHOFF
Economic Development

BACKGROUND
BACHELOR OF ARTS IN PLANNING AND COMMUNITY DEVELOPMENT, ST. CLOUD STATE UNIVERSITY

REGISTRATION / CERTIFICATION
Minnesota Real Estate License

AFFILIATIONS
Economic Development Association of Minnesota

Sensible Land Use Coalition

John serves as Planning Lead at Landform, providing hands-on planning support services to communities. He helps municipalities navigate complex zoning, permitting and regulatory challenges by translating them into clear, actionable strategies, working closely with municipal staff and community stakeholders to implement solutions efficiently.

What sets John apart is his dual perspective as both a municipal advisor and private developer. He has guided cities and counties across Minnesota and led project teams shaping communities throughout the metro and greater Minnesota. This experience allows him to deliver plans and support services that are both visionary and practical, ensuring projects move smoothly from concept to completion.

John brings a grounded, collaborative Minnesota sensibility to his work. His calm, clear-headed leadership inspires trust, builds strong relationships and keeps teams aligned. Whether supporting city hall operations, conducting application reviews, or facilitating community engagement, John ensures projects progress efficiently while keeping stakeholders informed and invested in the outcomes.

RELEVANT PROJECT EXPERIENCE

DERMATOLOGY CLINIC \ BIG LAKE, MN *

INTERNATIONAL HARVESTER \ ST. CLOUD, MN *

SOLAR GARDEN & BATTERY ENERGY STORAGE SYSTEM \ ST. JOSEPH, MN *

SOLAR ORDINANCE \ SARTELL, MN *

WYNDHAM GARDEN HOTEL \ SARTELL, MN *

Note: Projects include those completed with another firm

LANDFORM
From Site to Finish

ZEKE PETERS, AICP
Planner

BACKGROUND

MASTERS IN CITY & METRO PLANNING, UNIVERSITY OF UTAH

MASTERS IN PUBLIC ADMINISTRATION, UNIVERSITY OF UTAH

BACHELOR OF ARTS IN POLITICAL SCIENCE, BRIGHAM YOUNG UNIVERSITY

REGISTRATION / CERTIFICATION

American Institute of Certified Planners

AFFILIATIONS

American Planning Association

Association of Pedestrian and Bicycle Professionals

Citizens Climate Lobby

Mr. Peters is an accomplished Urban Planner & Designer with a dual Master's degree in Planning and Public Administration from the University of Utah and has a proven track record in development-adjacent commercial real estate. He is a skilled leader with a strong work ethic, deeply passionate about fostering sustainable and livable communities. He has expertise in local and state government administration, environmental policy and planning, and transportation design. Mr. Peters has a professional proficiency in Spanish.

RELEVANT PROJECT EXPERIENCE

CONSULTING PLANNER SUPPORT \ CITY OF CORCORAN, MN

CONSULTING PLANNER SUPPORT \ CITY OF DAYTON, MN

CONSULTING PLANNER SUPPORT \ CITY OF GOLDEN VALLEY, MN

CONSULTING PLANNER SUPPORT \ CITY OF NORTH OAKS, MN

MCDONALD'S \ MULTIPLE NATIONWIDE LOCATIONS

PLANNING INTERN \ CITY OF PROVO, UT *

URBAN PLANNER & DESIGNER \ TOWNSHIP + RANGE COMMUNITY PLANNING, SALT LAKE CITY, UT *

Note: Projects include those completed with another firm

LANDFORM
From Site to Finish

GRACE GERARD
Planner

BACKGROUND

BACHELOR OF SCIENCE IN URBAN STUDIES, UNIVERSITY OF MINNESOTA

AFFILIATIONS

American Planning Association

Grace Gerard is a Planner in Landform's Planning and Urban Design Studio. Her primary role is providing support for land use and development review. Grace also assists with ordinance updates and facilitating public engagement efforts on behalf of our municipal clients. She holds a Bachelor of Science in Urban Studies from the University of Minnesota–Twin Cities, with minors in Geographic Information Science, Geography, and Sustainability Studies. Her background includes experience in GIS, data analysis, and community development. Her excellent communication skills are invaluable in today's complex development environment. Grace understands that each community and each project is unique and brings creative thinking and practical solutions to address those needs.

RELEVANT PROJECT EXPERIENCE

CONSULTING PLANNING SUPPORT \ CITY OF EAST BETHEL, MN

CONSULTING PLANNING SUPPORT \ CITY OF BIG LAKE, MN

CITY PLANNER \ CITY OF EAST BETHEL, MN

DATA CONSULTANT \ ALLIANCE HOUSING

INTERN \ ALLIANCE HOUSING *

INTERN \ MINNEAPOLIS PARK AND RECREATION BOARD *

Note: Projects include those completed with another firm

LYDIA STATZ, AICP
Planner

BACKGROUND
MASTER OF URBAN PLANNING, UNIVERSITY OF WISCONSIN-MILWAUKEE, 2016

BACHELOR OF ARTS, JOURNALISM AND MASS COMMUNICATIONS, UNIVERSITY OF WISCONSIN, 2012

REGISTRATION / CERTIFICATION
American Institute of Certified Planners

EXPERTISE
Climate and Resilience Planning

Alternatives Analysis

Scenario Planning and Modeling

Policy Analysis and Strategic Planning

VMT Reduction and Induced Demand

Vision Zero/SS4A Planning

Pedestrian & Bicycle Planning

Long Range Regional or Citywide Plans

Community Engagement

Lydia has ten years of planning and project management experience leading projects ranging from single site redevelopments to regional mobility and policy plans. She specializes in managing projects that advance sustainability, including climate action planning, greenhouse gas reduction, and sustainable transportation planning. Lydia has worked in over 18 states around the country, giving her a strong basis in innovative best practices that she brings to local clients. She is motivated by helping communities navigate the tradeoffs of high-impact planning decisions and has extensive experience leading and facilitating conversations surrounding policy and funding with a variety of stakeholders.

RELEVANT PROJECT EXPERIENCE

WASHINGTON COUNTY CLIMATE ACTION PLAN, WASHINGTON COUNTY, MN

BEST PRACTICES FOR ELECTRIC VEHICLE CHARGING STATIONS, LOCAL ROAD RESEARCH BOARD

WISCONSIN CHARGING SMART EV TECHNICAL ASSISTANCE, WISCONSIN.

HENNEPIN COUNTY VMT REDUCTION STRATEGY, HENNEPIN COUNTY, MN

NICHOLAS SCHAUFENBUEL, PE
Civil Engineer

BACKGROUND
BACHELOR OF SCIENCE, CIVIL ENGINEERING, IOWA STATE UNIVERSITY, 2017

REGISTRATION / CERTIFICATION
Professional Engineer: Minnesota #60232

EXPERTISE
UTILITY DESIGN

CONSTRUCTION DOCUMENT PREPARATION

DRAINAGE DESIGN

HYDRAULIC ANALYSIS

STORMWATER MANAGEMENT

GRADING

EROSION CONTROL

COST ESTIMATING

CONSTRUCTION MANAGEMENT

CONSTRUCTION ADMINISTRATION

Nic has eight years of experience in municipal engineering and site development design. His design experience includes utilities, grading, hydraulic analysis and stormwater management, erosion control, detailing, and permitting. He is proficient in AutoCAD Civil 3D and HydroCAD Stormwater Modeling. Nic also provides construction observation and administration services. He has demonstrated outstanding skills on many of SRF's engineering projects.

RELEVANT PROJECT EXPERIENCE

117TH STREET RECONSTRUCTION, DAKOTA COUNTY & INVER GROVE HEIGHTS, MINNESOTA

MEANDER PARK & BOARDWALK, MEDINA, MINNESOTA (WHITE EARTH NATION)

WAKOTA SCENIC TRAILHEAD, SOUTH SAINT PAUL, MINNESOTA

CROELL ADDITION (RESIDENTIAL SUB-DIVISION), LAWLER, IOWA

Note: Projects include those completed with another firm

References

We have earned trust through authentic planning processes, always putting your community first. The following references provided below can speak to our commitment to delivering projects on time, within budget, and beyond expectations. These references include both work completed by TC2 as well as relevant experience from team members prior to joining the firm (noted with an asterisk).

Reference	Melissa Poehlman	Tina Goodroad	Christopher Corbett
City	Richfield – The Urban Hometown	Lakeville	Willmar Minnesota Inc. 1901
Title	Community Development Director	Community Development Director	Planning and Development Director
Phone	(612) 861-9766	(952) 985-4421	(320) 235-8311
Email	mpoehlman@richfieldmn.gov	tgoodroad@lakevillemn.gov	ccorbett@willmarmn.gov
Projects	Missing Middle Housing Zoning Update Penn Avenue Safety Improvements Richfield 2040 Comprehensive Plan * Day-to-day Plannign Support *	Small Area Plans Downtown Parking Study * Transportation Planning and Traffic Assessments *	WITH Willmar Comprehensive Plan Update Plan * WITH Willmar Zoning Ordinance Update

Rondo Restorative Neighborhood Area Plan

(+ Saint Paul Comprehensive Plan Update)

Location: Saint Paul, MN

Client: ReConnect Rondo

Dates of Involvement: 2022-2026

Project Description:

TC2 has led a multidisciplinary team of consultants to develop neighborhood concepts that elevate 21st century innovations while honoring the community ownership, assets, history, and cultural strengths of the Rondo community and surrounding area. The neighborhood area plan is built around six key elements (chapters): housing opportunities, environment and resilience, history, culture, and arts, transportation and mobility, parks and open space, and economic opportunity.

This work has been grounded in deep community engagement and a commitment to reconnecting the Rondo Neighborhood through strategic planning and engineering approaches that center racial equity, social justice, and the reduction of community disparities.

TC2 is currently guiding the initiative through the adoption process, including the Comprehensive Plan amendment in coordination with the Metropolitan Council. This phase ensures that the vision, strategies, and community driven priorities are formally integrated into Saint Paul's Comprehensive Plan and the region's long range planning framework and positioned for successful implementation.

Reference:

Keith Baker, Executive Director

(651) 644-4926 | Keithb@reconnectrondo.com

Services Provided:

Neighborhood area plan, system-wide analysis, restorative development, public engagement

Lakeville Small Area Plans

(land use planning for the 2050 Comprehensive Plan)

- **Location:** Lakeville, MN
- **Client:** City of Lakeville
- **Dates of Involvement:** September 2025 - Current
- **Project Description:**

Our team is actively supporting the City of Lakeville through small area planning and transportation analysis efforts focused on key growth corridors. The Cedar Avenue Small Area Plan is a key growth area focus, where we are conducting detailed land use, market, and transportation analyses to guide future development along the corridor. This includes evaluating development potential, reviewing market conditions, analyzing existing traffic volumes, and preparing concept plans that align with long range community goals.

In addition to Cedar Avenue, our work also encompasses the Kenrick Small Area Plan and the Warwig traffic analysis. These efforts include evaluating land use opportunities, understanding transportation network performance, and identifying infrastructure needs across these key subareas, ensuring coordinated planning outcomes across Lakeville's growth corridors. The Warwig traffic analysis specifically supports transportation planning efforts, leveraging traffic data and local network knowledge to inform future mobility needs.

Collectively, the Cedar Avenue, Kenrick, and Warwig studies position the City of Lakeville with a cohesive framework to guide future land use, transportation investment, and infrastructure planning across multiple strategic areas.

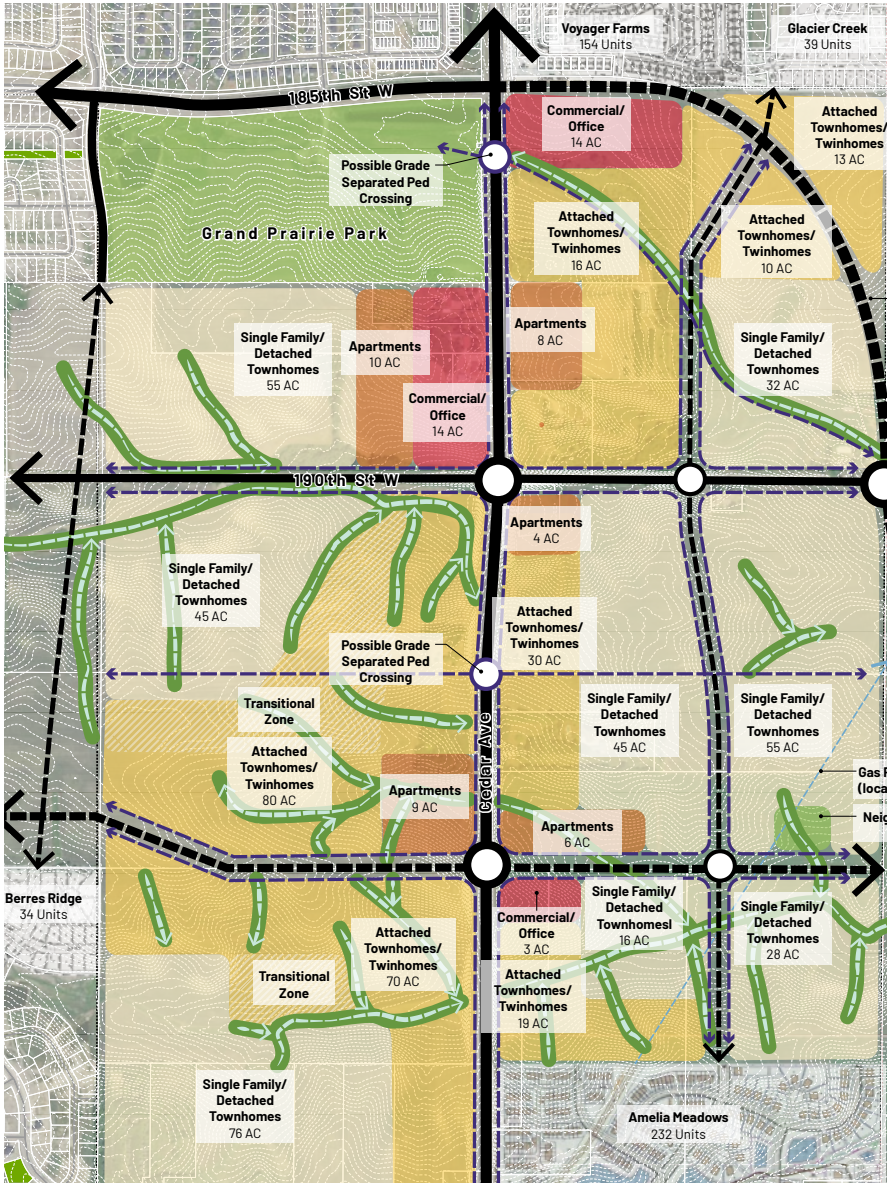
- **Reference:**

Tina Goodroad, Community Development Director

(952) 985-4421 | tgoodroad@lakevillemn.gov

- **Services Provided:**

Traffic analysis, Site analysis, Concept Development, Small Area Plan, Meeting facilitation



Carver County 2050 Comprehensive Plan Update & Planning Services

Location: Carver County, MN

Client: Carver County

Dates of Involvement: Ongoing

Project Description:

TC2 is leading the early stages of Carver County's Comprehensive Plan update to ensure alignment with Metropolitan Council requirements. Our approach is strategic and deliberate, focusing on foundational elements critical for the update. This includes reviewing the functional classification system, conducting jurisdictional assessments, regional tail and park systems, and establishing clear goals to guide future decision making.

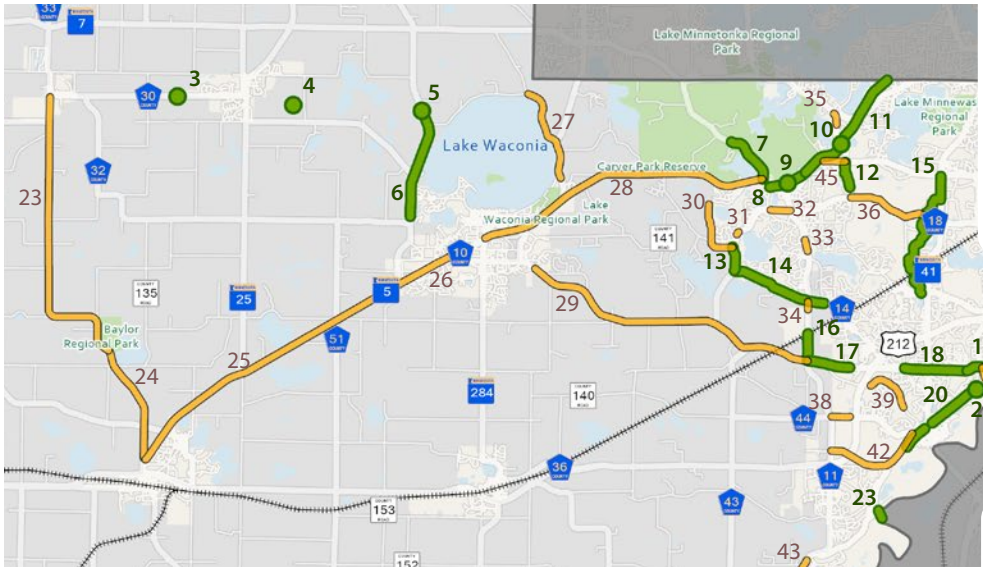
In addition, TC2 provides comprehensive planning support for the County's Parks and Recreation Department, laying the groundwork for long-term system management. We facilitate visioning workshops with the Parks Commission and County Board to align parks and trails with community needs and growth trends. Our work has provided a prioritized project list and a ten-year financial plan, ensuring investments are both strategic and sustainable. TC2 also engages the community through surveys and pop-up events and assists with grant writing to secure funding for implementation.

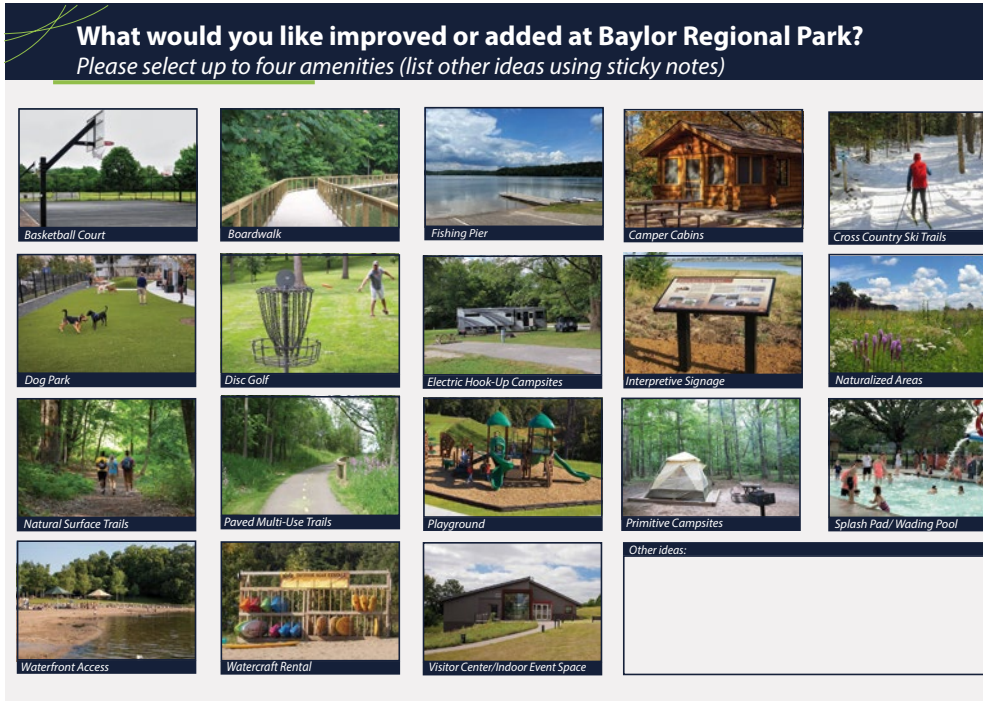
Reference:

Lyndon Robjent, P.E., Public Works Division Director, County Engineer
(952) 466.5206 | lrobjent@carvercountymn.gov

Services Provided:

Land use planning, Transportation planning, Park system planning, Public engagement





Missing Middle Zoning Ordinance Updates

Location: Richfield, MN

Client: City of Richfield

Dates of Involvement: October 2024 - July 2025

Project Description:

TC2 led the rewrite of Richfield's zoning code to modernize its residential zoning districts. Acknowledging that outdated zoning regulations are a significant barrier to affordable housing, the City is focused on revising residential zoning districts to support a broader range of housing options, known as the "missing middle." **This was a recommendation from the City's 2040 Comprehensive Plan which was led by Lance Bernard.**

Missing middle housing refers to moderately dense housing options such as triplexes, quadplexes, and small apartment buildings. These types of homes provide affordable and diverse living options, filling the gap between single-family homes and large high-rise buildings.

Graphics were developed throughout the planning process to illustrate complex topics and to analyze potential updates. Additionally, fit tests are used to explore the impacts of the code modifications on

Reference:

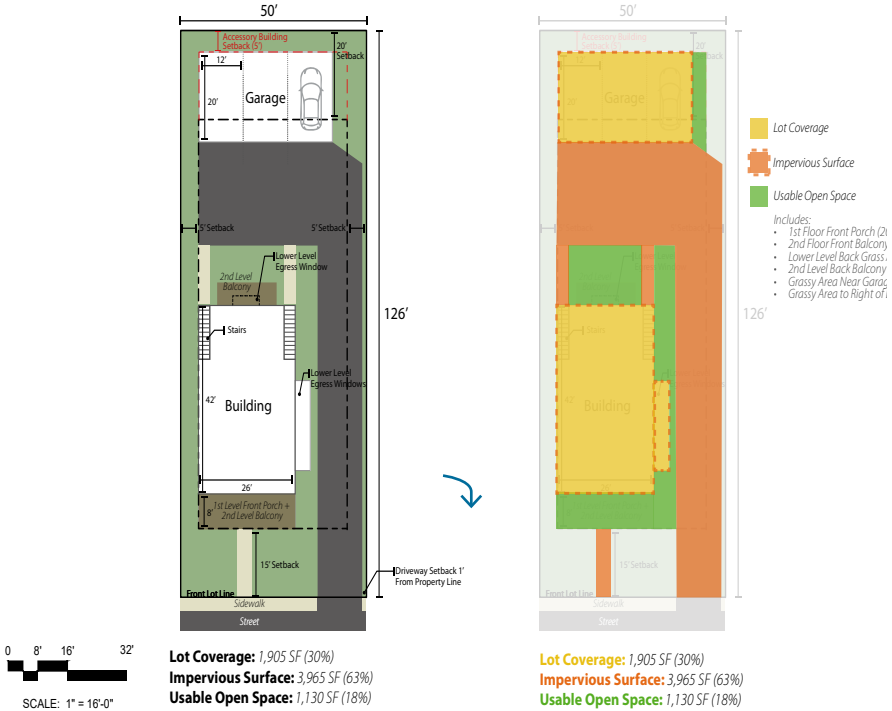
Melissa Poehlman, Community Development Director

(612) 861-9766 | mpoehlman@richfieldmn.gov

Services Provided:

Land use planning, zoning ordinance development, market analysis, graphic design, meeting facilitation

Scenario 1: MR-2 | Single Lot with 3-4 Units | 6,300 SF | 0.14 Acres



Lot Coverage: *1,905 SF (30%)*
Impervious Surface: *3,965 SF (63%)*
Usable Open Space: *1,130 SF (18%)*

Lot Coverage: *1,905 SF (30%)*
Impervious Surface: *3,965 SF (63%)*
Usable Open Space: *1,130 SF (18%)*

Dilworth Land Use & Zoning, and Corridor Studies

Location: Dilworth, MN

Client: City of Dilworth

Dates of Involvement: 2022-2024

Project Description:

TC2 staff has been working with the City of Dilworth on a variety of projects over the past three years. These efforts have been driven by increasing development pressure and evolving roadway needs, leading to several subarea and corridor studies such as the Downtown Reinvestment Study, Highway 10 Corridor Study, and 8th Avenue Corridor Study.

Each of these studies has taken a closer look at development patterns and planning for future land use, while also rewriting the zoning code to better reflect current trends and best practices.

Land Use plans and graphics were critical elements of this planning work to communicate options with the community. Graphics were developed to provide the larger picture of the entire development area with subarea graphics to provide additional detail.

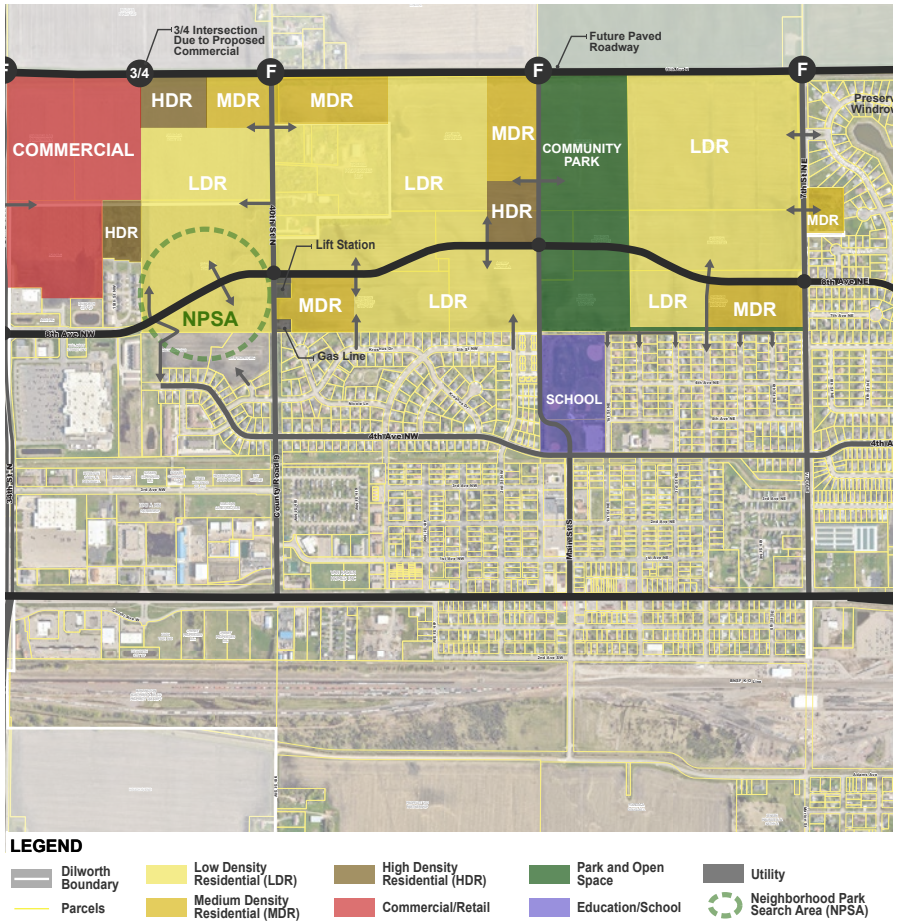
Reference:

L. Peyton Mastera, City Administrator

(218) 287-2313 | peyton.mastera@ci.dilworth.mn.us

Services Provided:

Land use planning, site analysis, graphic design, public engagement



Corcoran 2040 Comprehensive Plan

Location: Corcoran, MN

Client: City of Corcoran

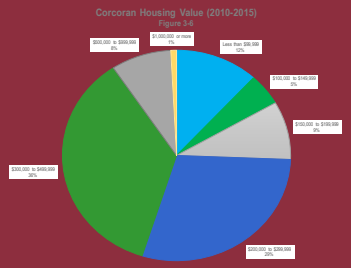
Dates of Involvement: 2017 - 2019

LANDFORM
From Site to Finish

Project Description:

Landform provides general planning support to the City of Corcoran. In 2017, The of Corcoran began the process of updating the Comprehensive Plan with Landform leading the effort. Landform worked with City staff, the City's consulting engineer, Council members,commissioners and community members to identify the key aspects for the community to achieve their goals. Three outreach events were held at City Hall, Country Daze and Night to Unite to engage the community.

Through the Comprehensive Plan the City seeks to plan for future growth. Planning for growth is achieved through planning and programs related to land use, economic development, housing, parks, transportation, resiliency and other areas. The Comprehensive Plan includes an implementation section that provides a road map for steps to take after adopting the plan. The 2040 Comprehensive Plan is expected to be adopted by the City in 2019.



Rogers Land Development Regulations Ordinance

Location: Rogers, MN

Client: City of Rogers

Dates of Involvement: 2019 - 2020

LANDFORM
From Site to Finish

Project Description:

Landform was selected to help the City of Rogers update the format of their existing Zoning and Subdivision Ordinances. The City wanted to update these ordinances to make them easier to read, understand and implement. The City was interested in developing a form-based code; however, the City budget limited the opportunity for a full rewrite. Landform worked with the community to develop a hybrid code that incorporates many form-based elements and created a limited number of new zoning districts to implement the 2040 Comprehensive plan.

We used this opportunity to update the City ordinances to be consistent with recent State law changes, including how variances and nonconformities are addressed. Graphics, tables, and procedural icons were used wherever possible to convey the policy language in concise terms.

Lino Lakes 2040 Comprehensive Plan

- **Location:** Lino Lakes, MN
- **Client:** City of Lino Lakes
- **Dates of Involvement:** 2017 - 2020

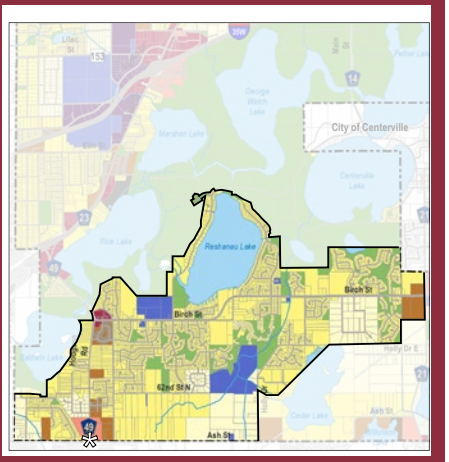
LANDFORM
From Site to Finish

- **Project Description:**

Landform worked with City staff, the City's consulting engineer, Council members, board members and community members to identify strengths, weaknesses, opportunities and obstacles that stand in the way of the community achieving their goals.

The direction from the Council was that no major changes were desired and the Council directed staff to use the Planning & Zoning Board as the working group to develop the update. Landform held three outreach events and used the City newsletter, postcards, the City webpage and My Sidewalk to engage the community.

The Comprehensive Plan is the vision for development in Lino Lakes. It is a reflection of the community's social and economic values. These values are translated into the type of land use the City desires and programs regarding economic development, housing, parks, transportation and other key areas.



Sherburne County Housing Study

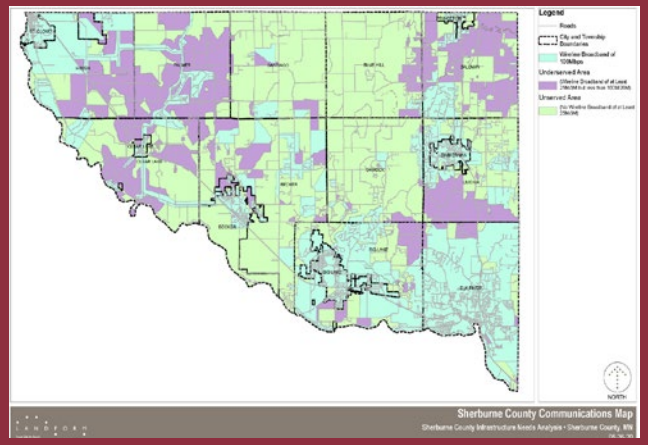
- **Location:** Sherburne County, MN
- **Client:** Sherburne County
- **Dates of Involvement:** 2019 - 2020

LANDFORM
From Site to Finish

- **Project Description:**

Landform prepared an infrastructure analysis for Sherburne County to include as part of a larger housing study that was being performed by Maxfield Research and Consulting LLC. Landform was a sub-consultant to Maxfield on the project. An analysis was performed for each city within the County to identify the areas where residential growth was most likely to occur. Maps were created for each city depicting the growth areas. The growth areas were analyzed to determine additional infrastructure (transportation, water, sewer and communication) that would be necessary to support the anticipated residential growth.

Landform created maps to show the locations of the infrastructure improvements. Maxfield and Landform jointly presented the information to the County Board and city representatives and provided recommendations on ways to plan for and fund the necessary infrastructure improvements.



Washington County Climate Action Plan

Location: Washington County, MN

Client: Washington County

Dates of Involvement: 2025 - Current

Project Description:

SRF is currently assisting Washington County with the preparation of a Climate Action Plan. For Washington County, thoughtful action requires an integrated planning process to identify and prioritize high-impact strategies to improve the sustainability of county operations, as well as ways to drive local community action. Key recommendations will include ways the county can work toward net zero greenhouse gas emissions from county operations, including strategies to support EV fleet transition for all county vehicles. As part of the plan, SRF is also supporting a climate vulnerability assessment that will identify potential hazards due to changing weather patterns and their likely impacts on Washington County facilities and the community. SRF is working with Washington County to inventory and analyze Greenhouse Gas emissions within the County. To build on these efforts, SRF's engagement team is utilizing local events and social media to collect feedback on the Climate Action Plan and ensure the plan is implementable once finalized.

Climate Impacts on Washington County

Historical Data

+4°F Increase in 5-year average temperature, 1900-2024

By the end of the century...

+6.7°F Additional increase in average annual temperature

12 Additional days above 100°F

22.5 Fewer days with a snow depth greater than 1 inch

Rogers 2040 Comprehensive Plan

Location: Rogers, MN

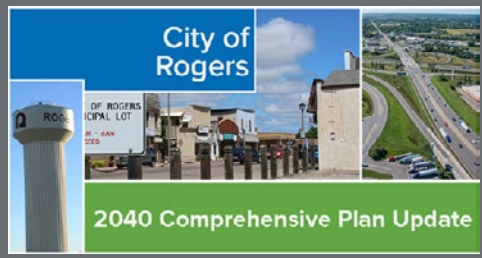
Client: City of Rogers

Dates of Involvement: 2017-2019

Project Description:

The City of Rogers updated their Comprehensive Plan in 2020 to align with the region's long-range planning process. The plan serves as a guide for decision makers, providing a vision for land use, housing, transportation, parks and trails, economic development, and other city systems. Community input was a key component of this plan's vision, focusing on input to understand values and planning needs of the community are reflected in the plan. Early engagement included an online survey that received over 600 responses from residents and community members.

The Comprehensive Plan covered seven topical areas including land use, housing, parks, open spaces, and trails, economic competitiveness, water resources, transportation, and a new addition: resiliency. The 2040 Comprehensive Plan updates managed by the Metropolitan Council required the addition of a solar suitability analysis for all communities as part of the planning process, introducing the resiliency element for all municipalities. The City of Rogers expanded upon this requirement and added a full chapter that focused on resiliency, sustainability, adaptation, and mitigation. The solutions and tools identified for the community included efficient development, environmental quality, urban tree canopy, water and air quality, healthy lifestyles, and climate response.



Apple Valley 2040 Comprehensive Plan

- **Location:** Apple Valley, MN
- **Client:** City of Apple Valley
- **Dates of Involvement:** 2016-2018
- **Project Description:**

The City of Apple Valley's Comprehensive Plan is used by the City to guide long-range planning, infrastructure investments, and review of development proposals. The plan provides a vision for the future of the community and establishes goals and objectives and policies. The priorities identified in the Comprehensive Plan guide City leaders in decisions about growth, city services, and city facilities.

Engagement included a custom project website, an online survey, pop-up meetings at community events, stakeholder meetings, and updates at the City's Planning Commission meetings.

With the exception of a large gravel mining facility, Apple Valley has very little land available for greenfield development. Meeting the Metropolitan Council's goals for future households necessitates a close look at remaining undeveloped parcels and identification of redevelopment sites. SRF worked with the City to address this requirement and update other elements of the Comprehensive Plan.

Imagine Apple Valley 2040

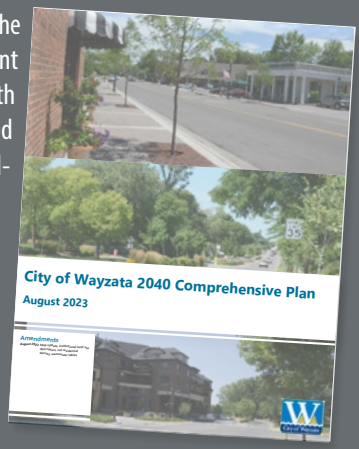
Wayzata 2040 Comprehensive Plan

- **Location:** Wayzata, MN
- **Client:** City of Wayzata
- **Dates of Involvement:** 2016-2019
- **Project Description:**

Maintaining current goals, demographic analysis, and understanding of community needs through an updated Comprehensive Plan provides a tool for the community to act upon. The 2040 Wayzata Comprehensive Plan provides tools for understanding the City's long-range goals and a path towards implementation. SRF assisted the City through the update process.

The update of the plan first began with a separate visioning study to understand the community's goals for the next 20 years. SRF assisted the City with applying these goals to the recommendations and policy guidance within each element of the plan. The 2040 Comprehensive Plan includes Land Use, Housing, Transportation, Natural and Community Resources, Historic Preservation, and Community Facilities goals, recommendations, and implementation actions.

To create a successful and implementable plan, public and stakeholder engagement must be woven into key milestones. The establishment of the city's vision included robust engagement activities. The Comprehensive Plan update worked closely with a stakeholder advisory group to guide the process and included open houses and other engagement activities to gather feedback.



ATTACHMENT C – BUDGET DETAILS

COST PROPOSAL

ROGERS 2050 COMPREHENSIVE PLAN

FEBRUARY 20, 2026

TC^2

In partnership with Landform and SRF Consulting Group, Inc.

Fee Estimate

We have developed a fee estimate based on our experience leading similar efforts through the Metropolitan Council process and to **not exceed $149,895.** Accordingly, our estimate reflects the level of effort typically required for the ten-year plan update. This fee includes a robust engagement process, an in-depth look at new policy areas, while meeting the basic regulatory requirements.

Intertwined throughout our process are regular check-ins with the project manager and internal quality control/quality assurance reviews to maintain schedule and budget while proactively mitigating risks at every stage.

FEE ESTIMATE

Task	Est.
Task 1: Project Organization	$8,731
Task 2: Issues and Opportunities	$19,285
Task 3: Goal Development	$7,008
Task 4: Plan Analysis	$47,160
Task 5: Plan Enhancements	$13,814
Task 6: Prepare the Plan	$38,738
Task 7: Activate the Plan	$12,854
Expenses (Mileage and Materials)	$2,300
Total	**$149,895**

Optional Tasks

Enhanced Economic Competitiveness Analysis

The optional task described on page 12 in our proposal is not included in our fee estimate. If the City chooses to add it on, the cost will range from $10,000 to $15,000 depending on how deep you want the analysis to go. This extra work can provide added value by giving the City a clearer picture of its competitive position and opportunities for long-term economic growth.

Engagement Add-Ons

The City may choose to pursue additional community and stakeholder engagement activities. We have included a supplemental table outlining a menu of options to consider.

ENGAGEMENT ADD-ONS

Task	Low	High
Virtual Listening Sessions	$500	$800
In-Person Listening Sessions	$1,500	$2,500
Community Meetings/Open Houses	$5,000	$7,000
Newsletters/Flyers	$800	$1,200
Mobile Tours	$2,000	$4,000
On-the-Street Engagement/Pop-Ups	$3,000	$5,000

HOURLY RATES

Key Staff (A-Z)	Role	Rate
Ally de Alcuaz	GIS/Online Tools	$130
Eve Vanagas	Parks/Natural Resources/	$117
Grace Gerard	Plan Element Support	$115
John Uphoff	Economic Development Lead	$180
Kendra Lindahl, AICP	Implementation Lead	$230
Lance Bernard	Project Manager	$201
Lydia Statz, AICP	Resiliency/Sustainability Lead	$191
Maya Sheik	Policy Planner/Engager	$119
Nic Schaufenbue, PE	Civil Engineer Lead	$162
Sam Matuke, AICP	Multimodal Lead	$152
Stephanie Falkers, AICP	Land Use Lead	$201
Zeke Peters, AICP	Plan Element Support	$125

STAFF REPORT **Meeting Date**: March 10, 2026

ROGERS CITY COUNCIL **Agenda Item**: 5.10

Subject: Approval of Memorandum of Agreements with LELS Local #509 and LELS Local #377 (Police Sergeants and Patrol) for Funeral Leave
Prepared By: Stacy Scharber, Assistant Administrator/HR Director

---

Recommended Council Action
Motion to approve the Memorandum of Agreements with LELS #509 and #377.

Overview / Background / Analysis
Attached for your consideration are two memorandum of agreements (MOA) for both police unions; sergeants and patrol. The MOAs are to grant the two unions the same consideration granted to all other benefits eligible staff for funeral leave. Labor Attorney Susan Hansen has revised the proposed language, and staff is recommending approval of the attached agreements.

Staff Recommendation
Motion to approve the Memorandum of Agreements with LELS #509 and #377.

Financial Impact: **Source Fund**:

Budgeted? N/A

Supporting Documentation
A. MOU funeral leave 02272026
B. MOU funeral leave 02272026

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (MOA) is entered into between the City of Rogers (City) and Law Enforcement Labor Services, Inc. Local #377 (Union) representing the Police Sergeants.

WHEREAS, the City has updated its bereavement leave policy; and

WHEREAS, the City seeks to update the collective bargaining agreement given the Minnesota Earned Sick and Safe Time Act.

NOW THEREFORE, the City and Union agree to amend Articles 18 and 20 as follows:

ARTICLE 18. SICK LEAVE

18.1 The Employer grants to each employee paid sick leave at the rate of eight (8) hours per month of employment or a major fraction thereof.

18.2 Permanent full-time employees earn 96 hours of paid sick leave each year and can accrue up to a maximum of 800 hours. Once an employee accrues 800 hours of sick leave, additional sick leave earned is allocated one-half to vacation and one-half to sick leave for the current year. If an employee has accrued more than 800 hours, if sick leave is not used, at the end of the calendar year, the employee will be paid at his regular rate for all hours above 800 and the employee's accrual returns to 800 hours. If sick leave is used, the 8 hours per month accrues until the maximum of 800 hours is reached.

18.3 Sick leave may be used for any purpose permitted under Minnesota Earned Sick and Safe Time Act (ESST), Minn. Stat. 181.9447, as amended, for the employee or a family member as defined in Minn. Stat. 181.9445, subd. 7, as amended, except as expressly waived by this Article. To the extent ESST is rescinded or restricted in scope, this section shall revert to the language in place in 2025.

18.4 The Chief may require a physician's certificate of illness causing more than 3 consecutive days of sick leave and has the right to have the employee see a physician of the city's choice.

18.5 The application of Earned Sick and Safe Time (ESST) benefit shall be as is required by law and with the following specific agreements:

The documentation provisions referenced in the Earned Sick and Safe Time Act, Minn. Stat. 181.9447, subd. 3, shall not apply to paid leave available to an employee for absences from work in excess of the minimum amount required by ESST.

Employees are not eligible to utilize leave for the purposes listed under the Earned Sick and Safe Time Act, Minn. Stat. 181.9447, subd. 1, clause (4), if the employee's preassigned or foreseeable work duties during a public emergency or weather event would require the employee to respond to such an emergency or event.

18.6 The application of the Minnesota Paid Family Medical Leave benefit shall be applied as is required by law and with the following specific agreements:

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

Employees may utilize accrued Sick Leave to supplement PFML not to exceed 100% of the regular wage of the employee. In the event Sick Leave is exhausted, employees may utilize other accrued paid leave to supplement PFML not to exceed 100% of the regular wage of the employee.

ARTICLE 20. FUNERAL LEAVE

20.1 Employees shall be granted three (3) paid days funeral leave for the death of an immediate family member. A one (1) day leave may be taken for funerals other than the employee's immediate family, with prior approval from the Chief of Police. An employee may use sick leave, vacation leave, or accrued compensatory time for paid funeral leave extending beyond the three days for immediate family, and for those funerals other than the employee's immediate family. Nothing in this section shall be construed to limit an employee's right to use sick leave for bereavement or other qualifying purposes as permitted under Minn. Stat. 181.9447, as amended.

20.2 "Immediate family" is defined as mother, father, siblings, spouse, children, stepparents, stepchildren, foster children, significant other, grandparents, grandchildren, legal dependents, and spouse's mother, father, siblings, children, grandparents and grandchildren. This definition does not limit the definition of "family member" under Minn. Stat. 181.9445, subd. 7, as amended, for purposes of sick leave use.

20.3 Employees on paid leave under this section, as approved by the Chief of Police, will accrue benefits including, but not limited to, holidays, vacation leave, sick leave, and insurance.

IN WITNESS WHEREOF, the parties have caused this MOA on this 16th day of February, 2026.

CITY OF ROGERS	**LAW ENFORCEMENT LABOR SERVICES, INC.**
_____	_____
_____	_____

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (MOA) is entered into between the City of Rogers (City) and Law Enforcement Labor Services, Inc. Local #509 (Union) representing the Police Officers.

WHEREAS, the City has updated its bereavement leave policy; and

WHEREAS, the City seeks to update the collective bargaining agreement given the Minnesota Earned Sick and Safe Time Act.

NOW THEREFORE, the City and Union agree to amend Articles 18 and 20 as follows:

ARTICLE 18. SICK LEAVE

18.1 The Employer grants to each employee paid sick leave at the rate of eight (8) hours per month of employment or a major fraction thereof.

18.2 Permanent full-time employees earn 96 hours of paid sick leave each year and can accrue up to a maximum of 800 hours. Once an employee accrues 800 hours of sick leave, additional sick leave earned is allocated one-half to vacation and one-half to sick leave for the current year. If an employee has accrued more than 800 hours, if sick leave is not used, at the end of the calendar year, the employee will be paid at his regular rate for all hours above 800 and the employee's accrual returns to 800 hours. If sick leave is used, the 8 hours per month accrues until the maximum of 800 hours is reached.

18.3 Sick leave may be used for any purpose permitted under Minnesota Earned Sick and Safe Time Act (ESST), Minn. Stat. 181.9447, as amended, for the employee or a family member as defined in Minn. Stat. 181.9445, subd. 7, as amended, except as expressly waived by this Article. To the extent ESST is rescinded or restricted in scope, this section shall revert to the language in place in 2025.

18.4 If sick leave is utilized by the employee for personal illness, the Chief shall require a physician's certificate of illness causing more than 3 consecutive days of sick leave and has the right to have the employee see a physician of the city's choice.

18.5 Effective January 1, 2025, the documentation provisions referenced in ESST, Minn. Stat. 181.9447, subd. 3, shall not apply to paid leave available to an employee for absences from work in excess of the minimum amount required by ESST.

18.6 Effective January 1, 2025, employees are not eligible to utilize leave for the purposes listed under ESST, Minn. Stat. 181.9447, subd. 1, clause (4); if the employee's

preassigned or foreseeable work duties during a public emergency or weather event would require the employee to respond to such an emergency or event.

ARTICLE 20. FUNERAL LEAVE

20.1 Employees shall be granted three (3) paid days funeral leave for the death of an immediate family member. A one (1) day leave may be taken for funerals other than the employee's immediate family, with prior approval from the Chief of Police. An employee may use sick leave, vacation leave, or accrued compensatory time for paid funeral leave extending beyond the three days for immediate family, and for those funerals other than the employee's immediate family. Nothing in this section shall be construed to limit an employee's right to use sick leave for bereavement or other qualifying purposes as permitted under Minn. Stat. 181.9447, as amended.

20.2 "Immediate family" is defined as mother, father, siblings, spouse, children, stepparents, stepchildren, foster children, significant other, grandparents, grandchildren, legal dependents, and spouse's mother, father, siblings, children, grandparents and grandchildren. This definition does not limit the definition of "family member" under Minn. Stat. 181.9445, subd. 7, as amended, for purposes of sick leave use.

20.3 Employees on paid leave under this section, as approved by the Chief of Police, will accrue benefits including, but not limited to, holidays, vacation leave, sick leave, and insurance.

IN WITNESS WHEREOF, the parties have caused this MOA on this 27th day of February, 2026.

CITY OF ROGERS	**LAW ENFORCEMENT LABOR SERVICES, INC.**
_____	_____
_____	_____

STAFF REPORT **Meeting Date**: March 10, 2026

ROGERS CITY COUNCIL **Agenda Item**: 5.11

Subject: Approval of 2026 Trail Rehabilitation Projects: North Community Park to Mallard Estates Trail Repaving & Neighborhood Park Trail Repaving
Prepared By: Mike Bauer, Parks & Recreation Director, Pete Moen, Public Works Superintendent

---

Recommended Council Action
Motion to authorize staff to proceed with the 2026 trail rehabilitation projects as outlined, utilizing 3-inch asphalt overlays for the Lions Central Park to Augusta Prairie Neighborhood Park trail segment and the North Community Park to Mallard Estates trail segments.

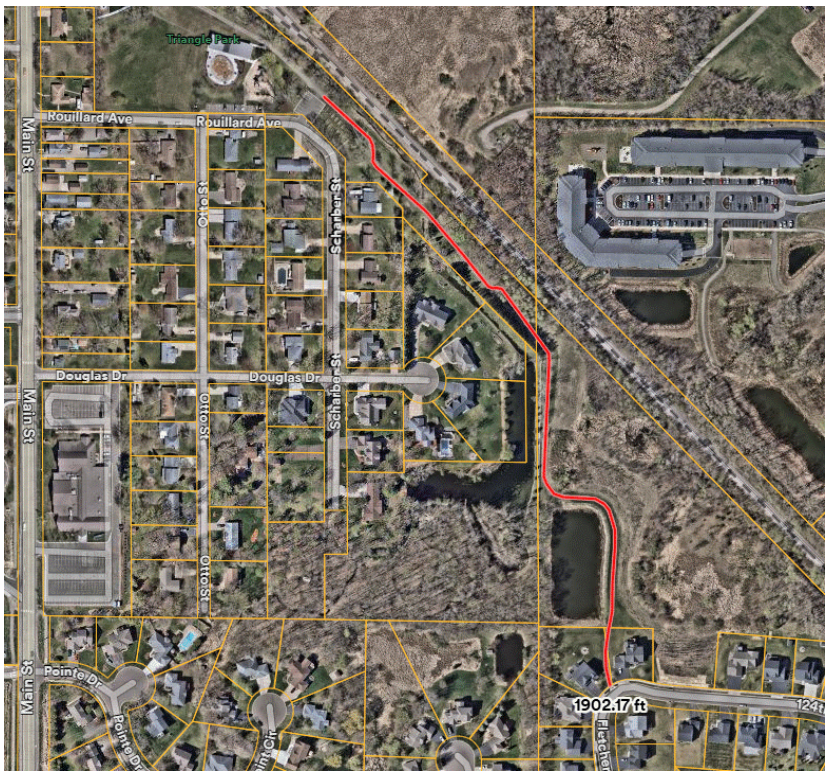
Overview / Background / Analysis
As part of the 2026 Approved CIP, the City programmed rehabilitation of two priority trail segments due to age-related wear, cracking, and overall surface deterioration. Staff reviewed multiple resurfacing options and developed planning-level cost estimates for each project.

1. Lions Park to Augusta Prairie Neighborhood trail (terminating at the Rouillard parking lot serving the playground and splash pad)
2. North Community Park (NCP) trail segments

Both trail segments are original city-constructed asphalt trails with a standard 10-foot width. Surface wear, cracking, and age-related deterioration have prompted evaluation for resurfacing.
Two resurfacing approaches are presented for consideration:
• 3-inch asphalt overlay (where the existing base is stable)
• Full removal and replacement (3-inch asphalt removal, 6-inch Class 5 base replacement, and new 3-inch asphalt surface)

Cost estimates below are planning-level estimates based on the following assumptions:
• 10-foot trail width
• 3-inch asphalt thickness
• Asphalt unit cost of $68 per ton
• Use of City of St. Michael paver (no equipment rental assumed)
• City staff time assumed
• Includes typical surface prep, and trail closure signage/barricades
• Public notification via City social media and posted closure signage

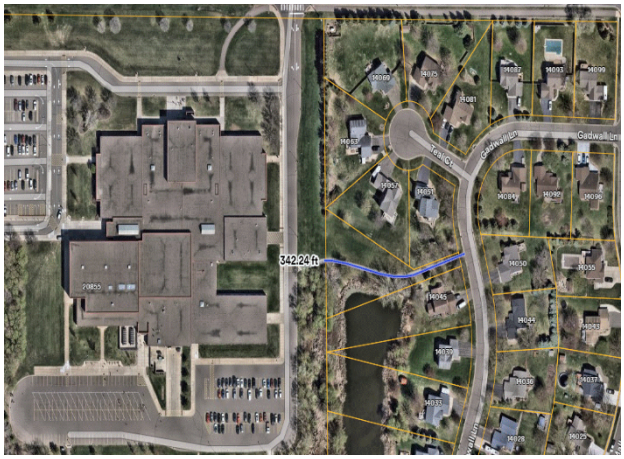
Project 1: Lions Park to Augusta Prairie Neighborhood Trail 1,910 linear feet



Option A: 3-inch Asphalt Overlay
Estimated total: approximately $39,700
Option B: Full Remove and Replace
Estimated total: approximately $64,700
Budget Note:
$50,000 is currently budgeted for this trail resurfacing in 2026. The overlay option is within budget. Full removal and replacement would exceed the allocated amount.

Project 2 NCP main segment 1,750 linear feet

Middle School to Gadwall Lane connection 342 linear feet



North Community Park (NCP) resurfacing, Length 2,092 linear feet

Option A: 3-inch Asphalt Overlay
Estimated total: approximately $43,600
Option B: Full Remove and Replace
Estimated total: approximately $71,100
$66,000 is currently budgeted for this trail resurfacing in 2026. The overlay option is within budget. Full removal and replacement would exceed the allocated amount.

Overlay option totals:
Lions Park to Augusta Prairie: approximately $39,700
NCP segment: approximately $43,600
Combined overlay total: approximately $83,300

Full remove and replace totals:
Lions Park to Augusta Prairie: approximately $64,700
NCP trail system, including school connection: approximately $71,100
Combined remove/replace total: approximately $135,800

If the existing base remains structurally sound, the 3-inch asphalt overlay provides the most cost-effective solution and maximizes available resurfacing funds. If isolated base failures are identified, staff recommends performing targeted full-depth repairs in those areas prior to overlay rather than full removal and replacement of the entire trail length to remain within the $116,000 budgeted for 2026.

Staff Recommendation
Motion to authorize staff to proceed with the 2026 trail rehabilitation projects as outlined, utilizing 3-inch asphalt overlays for the Lions Central Park to Augusta Prairie Neighborhood Park trail segment and the North Community Park to Mallard Estates trail segments.

Financial Impact: $83,300- $116,000 **Source Fund**: 404-Park Dedication

Budgeted? Yes

Supporting Documentation
None

STAFF REPORT **Meeting Date**: March 10, 2026

ROGERS CITY COUNCIL **Agenda Item**: 5.12

Subject: Approval of Resolution 2026-22 Granting Approval of Variances to Allow a Nonconforming Sign Upgrade to EMC and Increased Sign Height at 20045 Co Rd 81 (Malmborg's Garden Center)
Prepared By: Alec Henderson, City Planner

Recommended Council Action
Motion to Approve Resolution 2026-22 granting approval of variances to allow a non-conforming sign upgrade to EMC and increased sign height at 20045 County Rd 81 (Malmborgs), subject to the terms and conditions as listed in the resolution.

Overview / Background / Analysis
Troy Lucht of Malmborgs Garden Center (Applicant) submitted a variance application for the property at 20045 Co Rd 81 (Subject Property). The request is to replace a static sign face on a freestanding sign which a portion static and EMC. The existing sign is approximately 78 square feet and currently a little over 20 feet tall. The existing sign is nonconforming in height. EMCs are permitted in the GI district. However, they are limited to 8 ft in height and overall sign height for static signs is limited to 12 ft for pylon signs and nonconforming signs may not be upgraded to EMC. A variance is needed for overall sign height, EMC sign height and to the nonconforming EMC upgrade clause. The proposed total sign face (static plus EMC) is under the City's 120-square-foot limit for sign faces in the GI district. The location of the sign is unchanged. The reason for the variance is due to the visibility issues from vegetation in the County Right of Way which would create challenges for customers to view the sign.

The Planning Commission supported the application as it clearly demonstrated visibility issues not caused by the owner. The Commission unanimously recommended approval of Resolution 2026-22.

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.

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 Garden Center. The property is zoned General Industry (GI). The 2040 Comprehensive Plan land use designation is Industrial. Signage is a typical 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 pylon signs on parcels to a maximum of 12 feet in height and limits EMCs to 8 ft in height and total sign face is limited 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 per section 125-41 and requires a variance in order for the sign face to be upgraded to EMC (as well as continue to exceed height requirements).

3. Criteria for Granting Variances

The Planning Commission 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 Proposal/Reasoning:
Proposed Signage:

- Sign Face (static plus EMC) is 105 square feet. (Meets code, no variance)
- Total Sign Height remains the same at 20'-4" (8'-4" above 12' pylon height requirement)
- EMC height is 17'-8" (9'-8" above 8' EMC height requirement)
- Nonconforming sign request to upgrade to EMC (Variance required).

The applicant provides details to his reasoning for the need of the variance in the attached application. Staff will summarize the applicants reasoning.

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. The renovation refreshes and improves appearance of existing sign structure and is not inconsistent with purpose and intent of zoning. Additionally, ensures business can remain economically competitive (2040 comp plan chapter).
2. Reasonableness. The request is reasonable due to sign face being below the 120 sq ft limit and seeks to vary from height (no major changes to existing height).
3. Unique Circumstances. The ROW between the sign and road has drainage ditches and tall vegetation including cattails which restricts visibility for the majority of the year is unique to the property and not created by the owner.
4. Essential Character. The sign refresh improves the appearance, platform which is used to change manual copy will be removed and the height and sign size is generally the same.
5. Public Interest. Taller signage may enhance driver safety by improving readability at higher speeds of Co Rd 81. With a sign face meeting the requirements of code, impacts to surrounding property will be minimal.

Staff Recommendation
Staff recommend the approval of Resolution 2026-22 granting approval of variances to allow a nonconforming sign upgrade to EMC and increased sign height at 20045 County Rd 81 (Malmborgs), subject to the terms and conditions in the resolution.

Financial Impact: Not applicable. **Source Fund**: Not applicable.

Budgeted? N/A

Supporting Documentation

A. Resolution No. 2026-22 Malmborgs Garden Center - Sign Variance (3)
B. Malmborg's Variance Submittal

RESOLUTION NO. 2026-22

A RESOLUTION GRANTING APPROVAL OF VARIANCES TO ALLOW AN NONCONFORMING SIGN UPGRADE TO EMC AND INCREASE IN SIGN HEIGHT AT 20045 CO. RD 81 (MALMBORG'S GARDEN CENTER)

WHEREAS, George Lucht & Associates LP ("Applicant") submitted an application to the City of Rogers ("City"), requesting approval of variances for the purpose replacing a nonconforming pylon sign face with a sign consisting of static signage and electronic message center with (EMC) ("Structure") exceeding sign height; and,

WHEREAS, the property is zoned General Industry ("GI"), located at 20045 Co. Rd. 81 ("Subject Property") (PID: 2512023210008) on 19.46 acres of land; and,

WHEREAS, Rogers City Code Chapter 113 regulates sign area and height, providing that sign faces shall not exceed 120 square feet in display area, and pylon signs be constructed to a maximum height of 12 feet, with the EMC sign limited to 8 feet in height, and EMCs may not be placed on nonconforming signs; and,

WHEREAS, the existing pylon sign on the subject parcel is nonconforming with a current height of approximately 21 feet and a total sign ace of 78 square feet, which is legally non-conforming; and,

WHEREAS, the applicant proposes to replace the static sign face with both EMC and static sign face. The sign face would be 105 square feet, total sign height would remain 20 feet and 4 inches, and the proposed EMC sign face would be at a height of 17 feet and 8 inches; and,

WHEREAS, pursuant to Minnesota Statute §462.357 the Planning Commission ("Commission") held a Public Hearing ("Hearing") on March 2, 2026 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. George Lucht & Associates LP (Malmorg's Garden Center) is the owner of the subject property and business operating on the parcel of land located at 20045 Co. Rd. 81, 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 existing sign face and modify the existing support structure with EMC face of approximately 80 sq ft and static sign cabinet of approximately 25 sq ft. The overall sign height would remain nonconforming at 20 feet and 4 inches; and the EMC sign height would be 17 feet and 8 inches as shown in Exhibit B.
4. The proposal would variance from Chapter 113 Signs for the GI district in that overall sign height is limited to 12 feet and EMC sign height is limited to 8 feet; and nonconforming signs are not permitted by right to upgrade to EMC sign faces.
5. Following a public hearing on the application, the Rogers Planning Commission has recommended approval of the variance on March 2, 2026.
6. The City Council of the City of Rogers reviewed the requested variance at its March 24, 2026 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. The renovation refreshes and improves appearance of existing sign structure and is not inconsistent with purpose

and intent of zoning. Additionally, ensures business can remain economically competitive (2040 comp plan chapter).

10. Reasonableness. The request is reasonable due to sign face being below the 120 sq ft limit and seeks to vary from height (no major changes to existing height).
11. Unique Circumstances. The ROW between the sign and road has drainage ditches and tall vegetation including cattails which restricts visibility for the majority of the year is unique to the property and not created by the owner.
12. Essential Character. The sign refresh improves the appearance, platform which is used to change manual copy will be removed and the height and sign size is generally the same.
13. Public Interest. Taller signage may enhance driver safety by improving readability at higher speeds of Co Rd 81. With a sign face 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 George Lucht & Associates LP to allow an increase in overall sign height, EMC sign height, and upgrade of sign face to EMC for a nonconforming sign, is hereby APPROVED subject to the following conditions:

1. Scope. This approval authorizes the replacement of the existing sign face to a total area of 105 square feet and an overall freestanding sign height not to exceed 20 feet, 4 inches.
2. Nonconforming Height. The existing sign is legally nonconforming; this variance authorizes the nonconforming sign to upgrade the sign face to EMC and a portion static. 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.

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 10th day of March, 2026.

_____
Shannon Klick, Mayor

ATTEST:

_____
Stacie Brown, City Clerk

EXHIBIT A

LEGAL DESCRIPTION

Lot 1, Block 1, Malmborg Addition, Hennepin County, Minnesota.

Abstract Property.

PID # 2512023210008

EXHIBIT B

VARIANCE R EQUEST

ZONING & LAND USE APPLICATION
VARIANCE

PROPERTY INFORMATION	
Property Address	20045 County Rd 81, Rogers, MN 55374-7504
Parcel ID Number	2512023210008

APPLICANT INFORMATION	
Name	Mike Kasbohm
Address	12918 Cardinal Creek Rd, Eden Prairie, MN 55346
Phone	(612) 719-1990
Email	mike@mnledsigns.com

OWNER INFORMATION	
Name	Troy Lucht
Address	16522 72nd St NE, Otsego, MN 55330
Phone	763-242-4342
Email	Troy@malmborgsinc.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.

Michael Kasbohm — Digitally signed by Michael Kasbohm Date: 2026.01.15 13:32:25 -06'00' — 1/15/26

Applicant Signature — *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.)

Owner Signature — 1/20/26 *Date*

VARIANCE WORKSHEET

1. Detail specifically the deviation(s) from code proposed (e.g. code requires X ft setback, requesting X ft setback).

For refurbishing existing sign and incorporating an Electronic Message Center (EMC) code requires freestanding sign to be a maximum of 12' high over all, and we are requesting a variance for overall height to 20'-4" (a variance of 8'-4"). Additionally, code requires the EMC to be no higher than 8' high, and we are requesting variance for the EMC height of 17'-8" (a variance of 9'-8").

2. Describe how the request is in harmony with the general purpose and intent of zoning for the property.

The sign renovations would refresh and improve the appearance while keeping approximately the same overall size and height of the existing sign structure and is not inconsistent with the general purpose and intent of zoning for this property.

3. Describe how the request is consistent with the Comprehensive Plan.

The proposal is consistent with the Comprehensive Plan and further advances the Economic Competitive Plan objectives.

4. Describe why the proposed use is reasonable.

We believe the proposed use is reasonable as the overall square footage of the sign renovations proposed (105sf) would be less than the allowed (120sf), and would meet all other code requirements other than the requested variance for height(s).

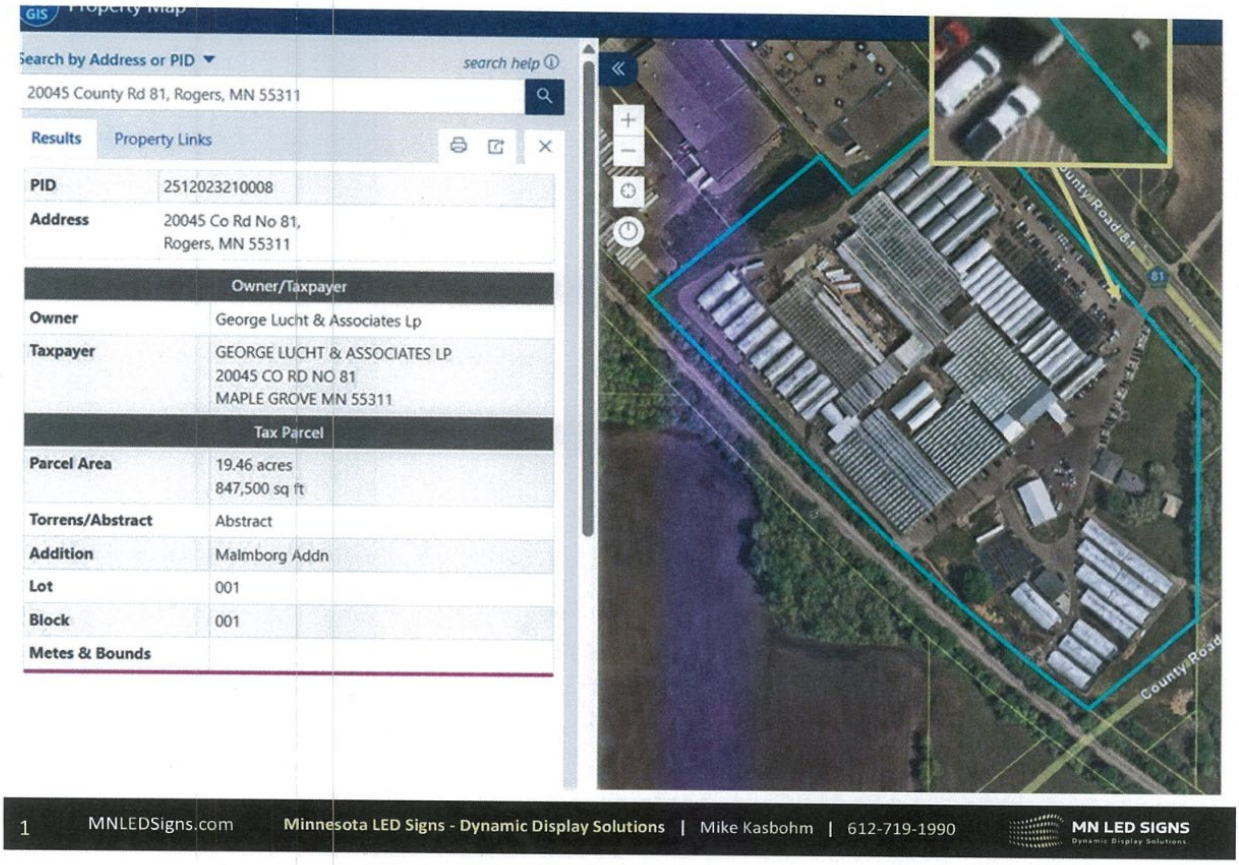
5. Describe the following: *circumstances unique to the property, why the need for the variance was not created by the property owner, and why the need is not solely based on economic considerations.*

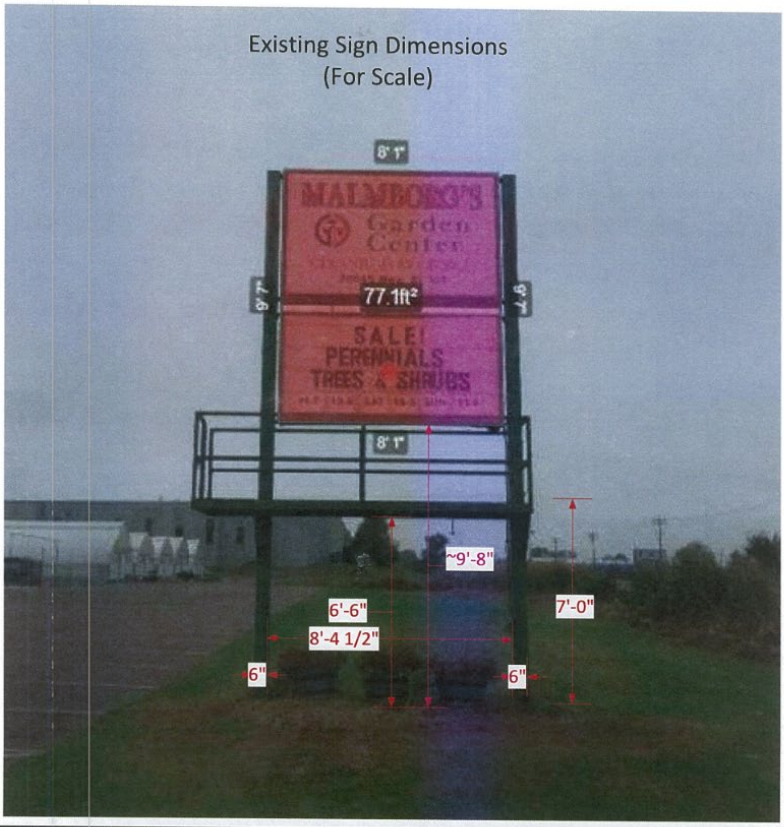
Circumstances unique to the property not created by the property owner that lead to the need for a variance are the drainage ditches that run parallel between the sign location and the road. Tall vegetation, primarily Cattails, grow in and around the drainage area blocking view of the sign. The need is not solely based on economic considerations, it is a matter providing safe & impactful messaging that would be largely obstructed (if not entirely) without additional allowance for height (s). See attached supporting documents with visual perspectives illustrating the issue.

6. Describe why the variance would not alter the essential character of the neighborhood.

The variance would not alter the essential character of the neighborhood as the overall height and size would be similar to the existing structure but with a fresh new look. Additionally, the metal framing/platform that is currently being used to manually change messages will be removed providing a cleaner look overall.

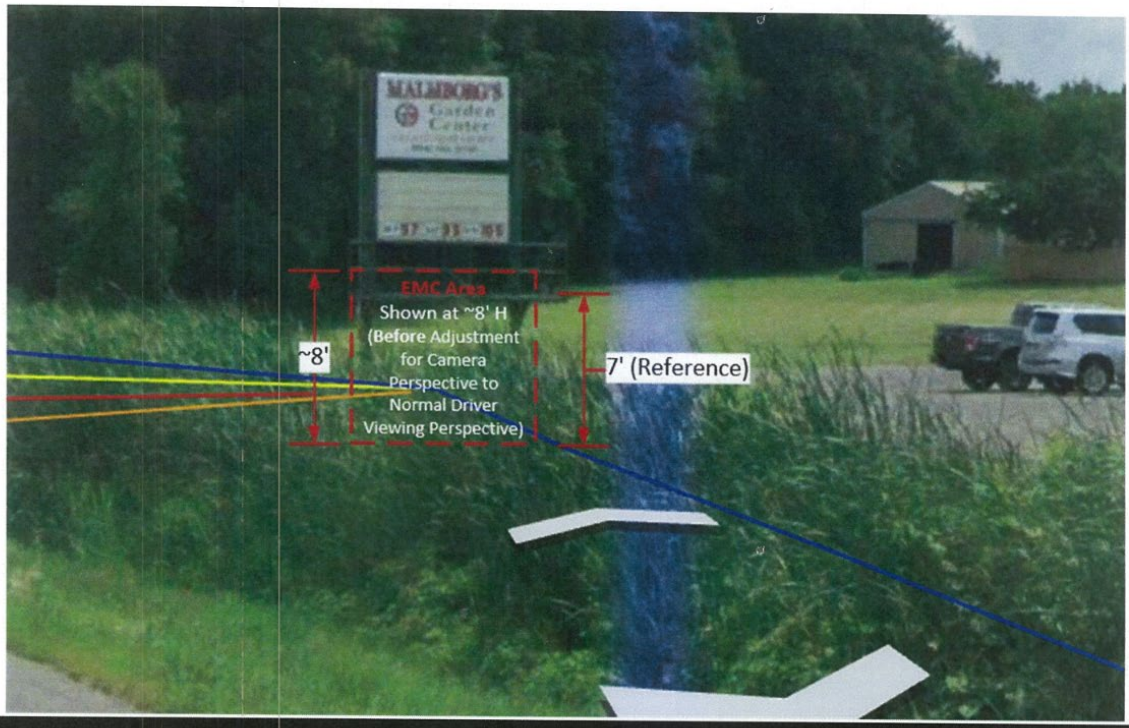
Malmborgs Garden Center – Proposed Variance(s) for Free Standing Sign
Supporting Documents

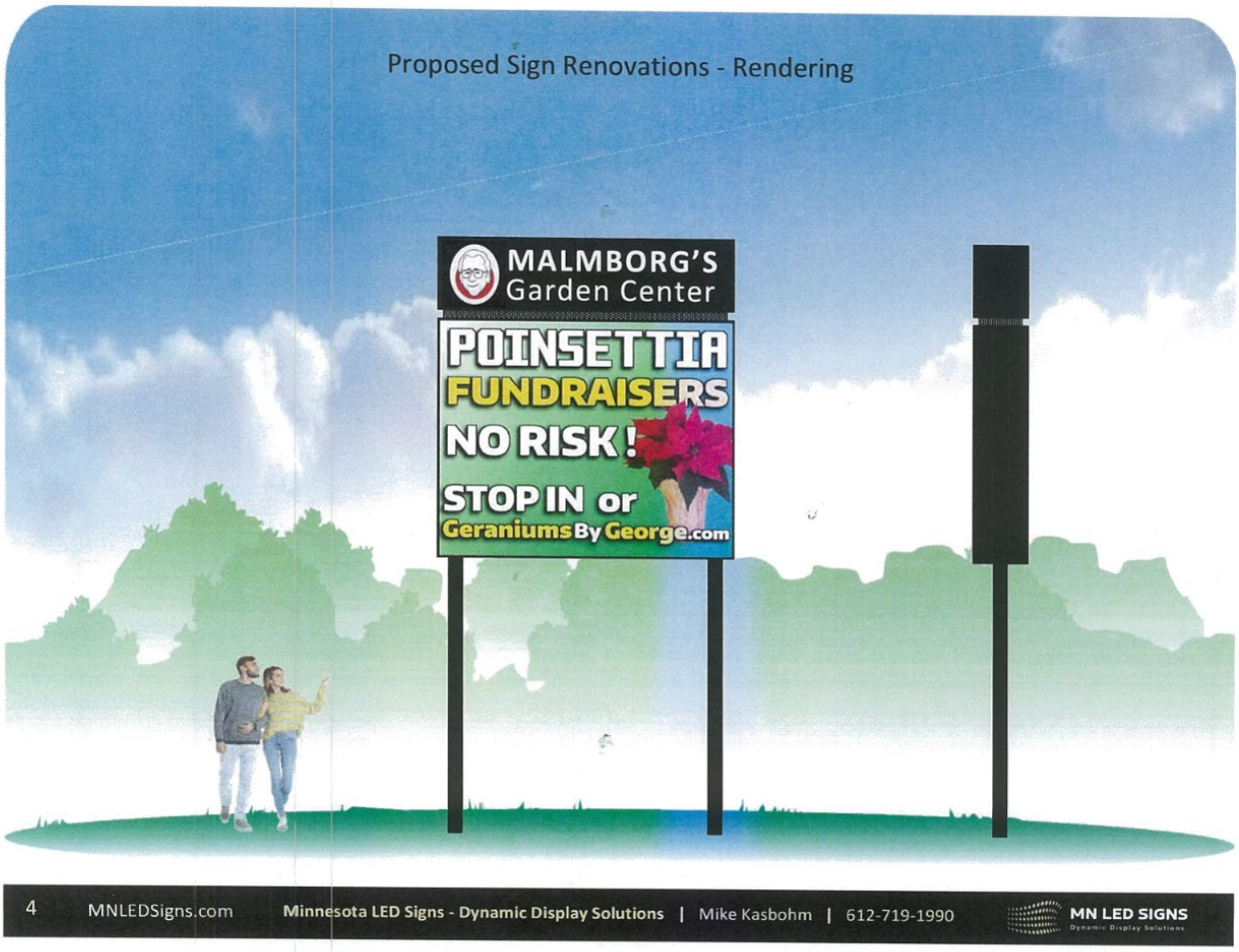



Existing Sign Dimensions
(For Scale)
8' 1"
77.1ft²
9' 7"
9' 7"
SALE!
PERENNIALS
TREES & SHRUBS
8' 1"
~9'-8"
6'-6"
8'-4 1/2"
7'-0"
6"
6"

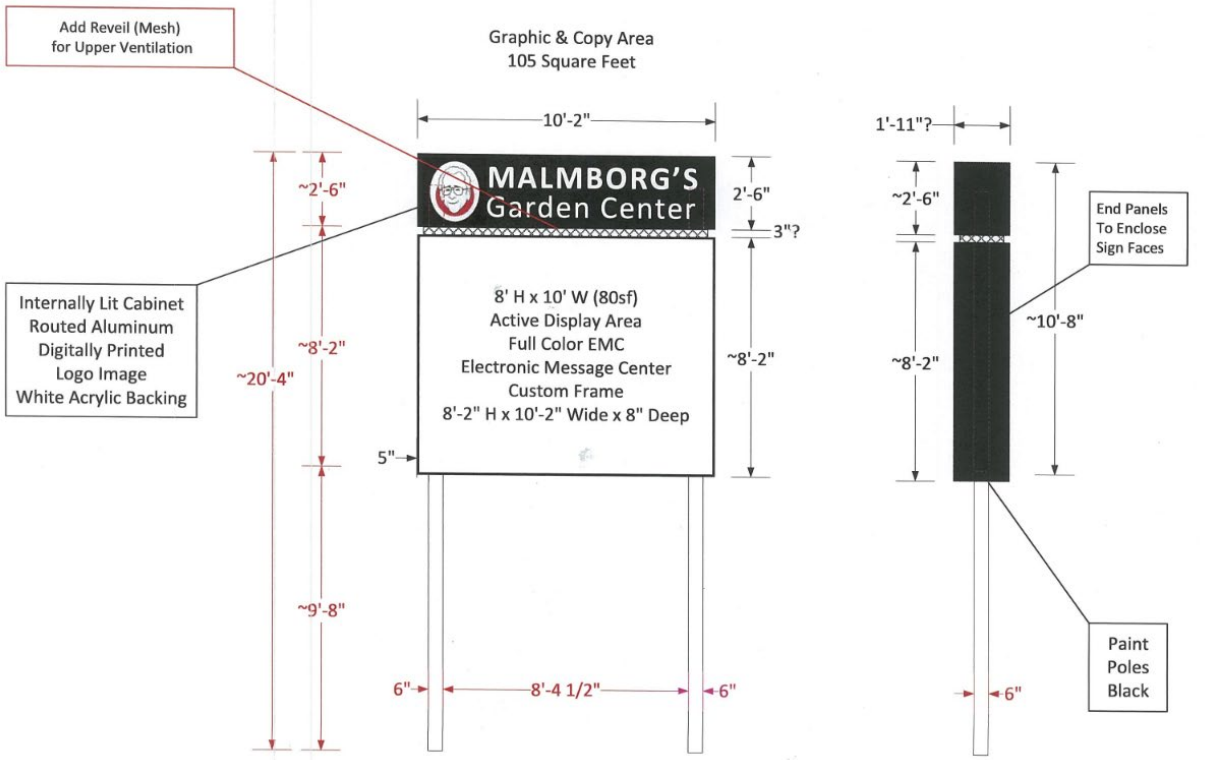
Illustrating Practical Difficulties - Heights and Google Camera Perspective of Existing Sign & EMC (at Restricted Height)

- Image below is a snippet taken from Google Streetview Pro (estimated early July) with EMC Area Superimposed at 8' H.
- Camera Perspective: Google Camera Height is typically 8'-9' above road grade and used for the image below.
- Typical Vehicle Viewing Height is ~4' above road grade (SUVs 4.5'-5.5').
- With the above taken in consideration, most (if not all) of the EMC would be obstructed if limited to 8' High.




Proposed Sign Renovations - Rendering
MALMBORG'S
Garden Center
POINSETTIA
FUNDRAISERS
NO RISK!
STOP IN or
GeraniumsByGeorge.com
4
MNLEDSigns.com
Minnesota LED Signs - Dynamic Display Solutions | Mike Kasbohm | 612-719-1990
MN LED SIGNS

Proposed Sign Renovations - Dimentions



ZONING & LAND USE APPLICATION
VARIANCE

PROPERTY INFORMATION	
Property Address	20045 County Rd 81, Rogers, MN 55374-7504
Parcel ID Number	2512023210008

APPLICANT INFORMATION	
Name	Mike Kasbohm
Address	12918 Cardinal Creek Rd, Eden Prairie, MN 55346
Phone	(612) 719-1990
Email	mike@mnledsigns.com

OWNER INFORMATION	
Name	Troy Lucht
Address	16522 72nd St NE, Otsego, MN 55330
Phone	763-242-4342
Email	Troy@malmborgsinc.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.

Michael Kasbohm — Digitally signed by Michael Kasbohm Date: 2026.01.15 13:32:25 -06'00' — 1/15/26

Applicant Signature — *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.)

Owner Signature — 1/20/26 *Date*

VARIANCE CONSIDERATION

State law enables variances from City zoning ordinance standards if the request meets these requirements:

1. The proposed variance is in harmony with the general purpose and intent of zoning ordinances.
2. The proposed variance is consistent with the Comprehensive Plan.
3. An applicant establishes practical difficulties exist where compliance with current zoning ordinance standards is not possible, resulting in the variance request. Practical difficulties means:
   - the proposed use is reasonable
   - the need is caused by circumstances unique to the property, not created by the property owner, and

     not solely based on economic conditions
   - the proposed use would not alter the essential character of the surrounding area(s).
   - Roger's Zoning Code provides additional criteria as detailed in section 125-42.

As part of the required Written Statement, applicants requesting a Variance from City zoning standards shall respond to each question individually, analyzing and describing in detail the purpose and reasonableness of the request and associated practical difficulties to be considered. Questions must be included with each response.

1. Describe how the request is in harmony with the general purpose and intent of zoning for the property.
2. Describe how the request is consistent with the Comprehensive Plan.
3. Describe why the proposed use is reasonable.
4. Describe the following: *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.*
5. Describe why the variance would not alter the essential character of the neighborhood.

SUBMITTAL REQUIREMENTS	
Application Fee(s)	Non-refundable application fee and escrow to cover expenses related to the review.
Legal Description	A full legal description, as documented on property deed or certificate of title.
Boundary Survey	A Certificate of Survey prepared by a Registered Land Surveyor must be submitted. The survey must include: lot dimensions, platted and recorded easements and rights of way, existing and proposed structures or additions or other site improvements with dimensions to show size and location, structure setbacks from property lines, natural features, driveways and utilities.
Written Statement	This narrative shall describe the requested Variance approval and the intended use of the property, compatibility to the surrounding land uses, and a detailed justification as to why the City should consider and approve the request.
Grading & Drainage Plan	This Plan must include the following: erosion and sediment control plan, proposed building pads, existing and proposed two (2) foot contours, location and size of existing and proposed pipes and treatment areas, floodplain information and stormwater engineering calculations.
Building Plans	Scaled floor plans and four (4) sided architectural elevations and color renderings for each and legend showing the type and location of materials to be used.
Variance Worksheet	The attached worksheet analyzing and detailing the practical difficulties related to the variance request must be submitted with the application.
Other Items	City staff reserve the right to require additional items be submitted for a full review of the application if deemed necessary to consider the request.
Submittal Format	Electronic Application & Plans

All documents are public information and may be used in written reports and distributed to the public.

VARIANCE WORKSHEET

1. Detail specifically the deviation(s) from code proposed (e.g. code requires X ft setback, requesting X ft setback).

For refurbishing existing sign and incorporating an Electronic Message Center (EMC) code requires freestanding sign to be a maximum of 12' high over all, and we are requesting a variance for overall height to 20'-4" (a variance of 8'-4"). Additionally, code requires the EMC to be no higher than 8' high, and we are requesting variance for the EMC height of 17'-8" (a variance of 9'-8").

2. Describe how the request is in harmony with the general purpose and intent of zoning for the property.

The sign renovations would refresh and improve the appearance while keeping approximately the same overall size and height of the existing sign structure and is not inconsistent with the general purpose and intent of zoning for this property.

3. Describe how the request is consistent with the Comprehensive Plan.

The proposal is consistent with the Comprehensive Plan and further advances the Economic Competitive Plan objectives.

4. Describe why the proposed use is reasonable.

We believe the proposed use is reasonable as the overall square footage of the sign renovations proposed (105sf) would be less than the allowed (120sf), and would meet all other code requirements other than the requested variance for height(s).

5. Describe the following: *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.*

Circumstances unique to the property not created by the property owner that lead to the need for a variance are the drainage ditches that run parallel between the sign location and the road. Tall vegetation, primarily Cattails, grow in and around the drainage area blocking view of the sign. The need is not solely based on economic considerations, it is a matter providing safe & impactful messaging that would be largely obstructed (if not entirely) without additional allowance for height (s). See attached supporting documents with visual perspectives illustrating the issue.

6. Describe why the variance would not alter the essential character of the neighborhood.

The variance would not alter the essential character of the neighborhood as the overall height and size would be similar to the existing structure but with a fresh new look. Additionally, the metal framing/platform that is currently being used to manually change messages will be removed providing a cleaner look overall.

PROCESS

Month One

- Application in on first of the month
- 15-business day completeness review
- Send public notice to paper
- Send public notice to affected properties

Month Two

- Planning Commission Review and Public hearing
- City Council Review and Action

Month Three

- Applications can be extended an additional 60-days for review
- Commission or Council could table applications for further review

NOTICE TO APPLICANT

All Variance application requests are reviewed individually and are evaluated based on their own merit(s). Variances are only considered based on the practical difficulties associated with the property irrespective of previous variance approvals or past city practices or precedence. Variances are generally approved subject to several conditions, which must be satisfied before the resolution is released by the City for recording with Hennepin County and/or the City issues building permits.

Applicants are encouraged to meet with City staff prior to formally submitting their application to discuss the request and concept ideas for the proposed project in an effort to reduce delays. Participation in the pre-submittal meeting does not provide or guarantee approval of the request or project.

The City has 15 business days from the date of submittal to determine whether the application is complete. If complete, the City has 60 days up to 120 days to approve or deny the request. If not complete, the applicant may be required to submit additional information to include with the application. The City reserves the right to reject incomplete applications.

Public hearings, if required, are conducted by the Planning Commission. Notices are sent to the newspaper for publication and to all property owners within 350 feet of the property for which the request is made or project is located. Any person has the option of providing comment in writing or in person at the public hearing. Applicants are encouraged to discuss their request or project at public hearing.

All expenses pertaining to application reviews are the responsibility of the applicant. Application fees help cover the costs incurred by the City to review, which may include, but is not limited to: City staff and consultant time, legal review, notice publication and mailing, etc. Unspent escrow fees paid at the time of application are returned six (6) months after City Council action. The City may require additional escrow to be paid to cover any expense(s) in excess of escrow fees paid at the time of application.

Malmborgs Garden Center – Proposed Variance(s) for Free Standing Sign
Supporting Documents

GIS Property Map

Search by Address or PID ▾ search help ⓘ

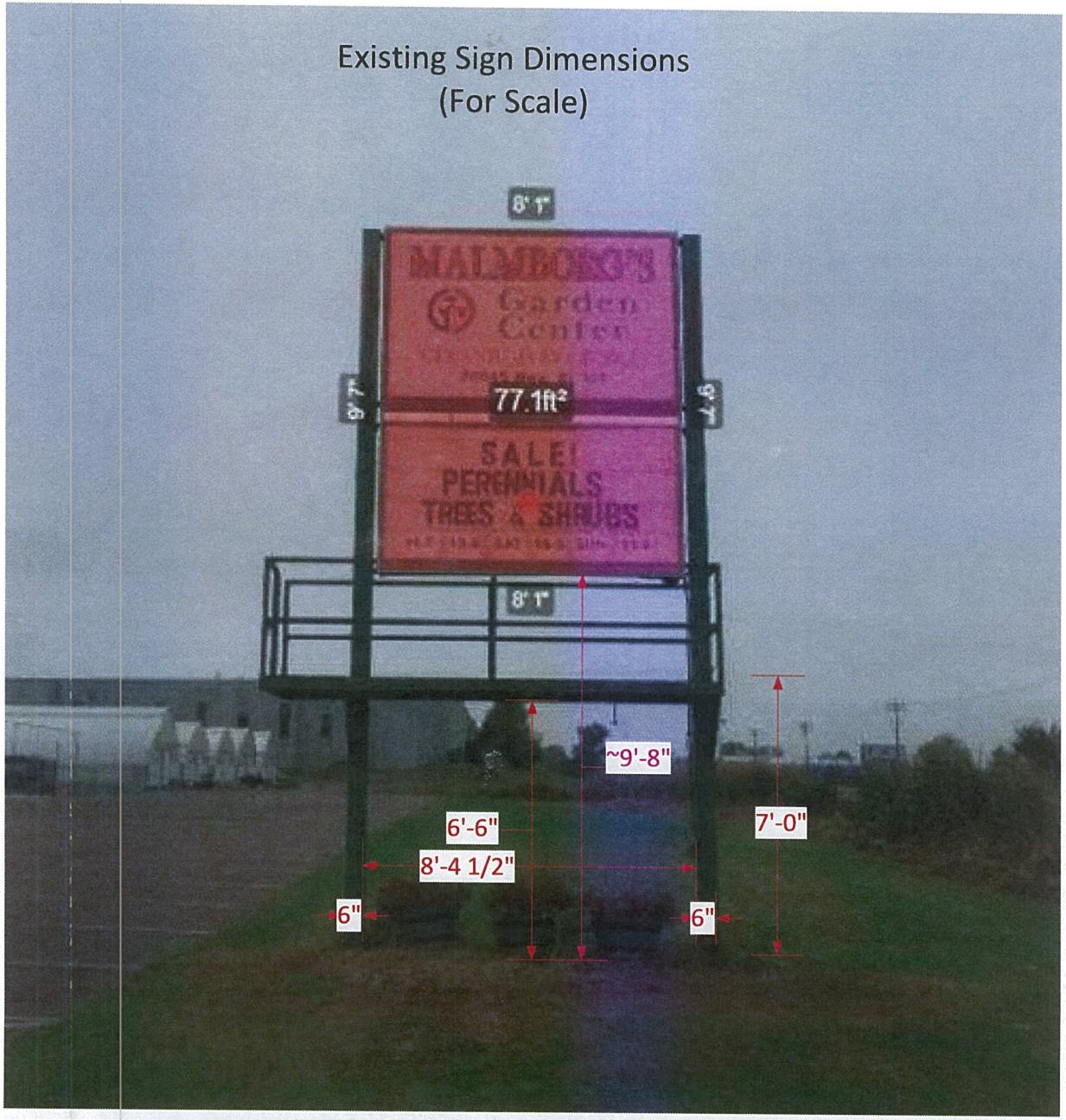
20045 County Rd 81, Rogers, MN 55311

Results | Property Links

PID	2512023210008
Address	20045 Co Rd No 81, Rogers, MN 55311

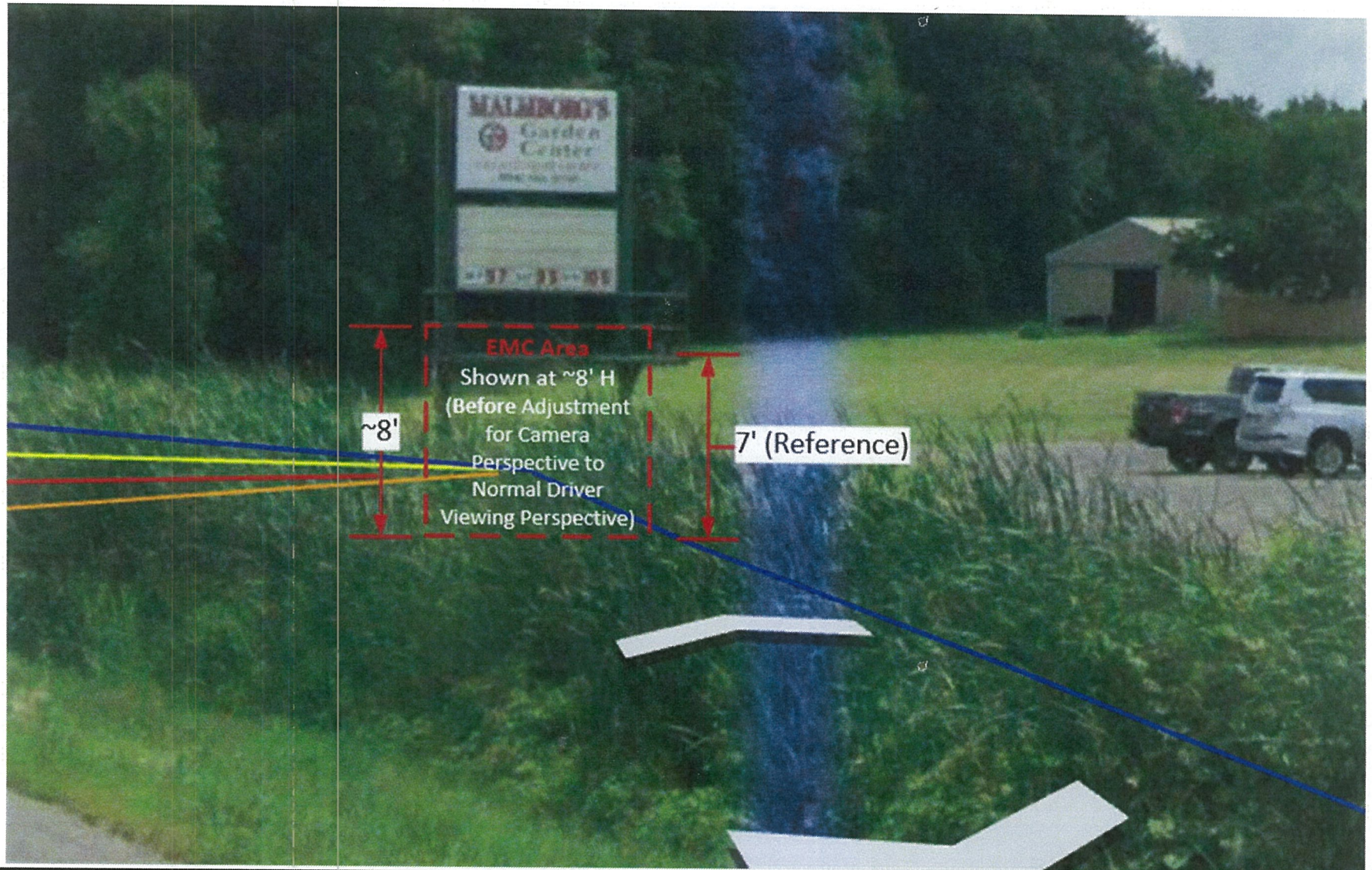
Owner/Taxpayer	
Owner	George Lucht & Associates Lp
Taxpayer	GEORGE LUCHT & ASSOCIATES LP 20045 CO RD NO 81 MAPLE GROVE MN 55311

Tax Parcel	
Parcel Area	19.46 acres 847,500 sq ft
Torrens/Abstract	Abstract
Addition	Malmborg Addn
Lot	001
Block	001
Metes & Bounds	


Existing Sign Dimensions
(For Scale)
8' 1"
Garden
Center
9' 7"
77.1ft²
SALE!
PERENNIALS
TREES & SHRUBS
8' 1"
~9'-8"
6'-6"
8'-4 1/2"
7'-0"
6"
6"

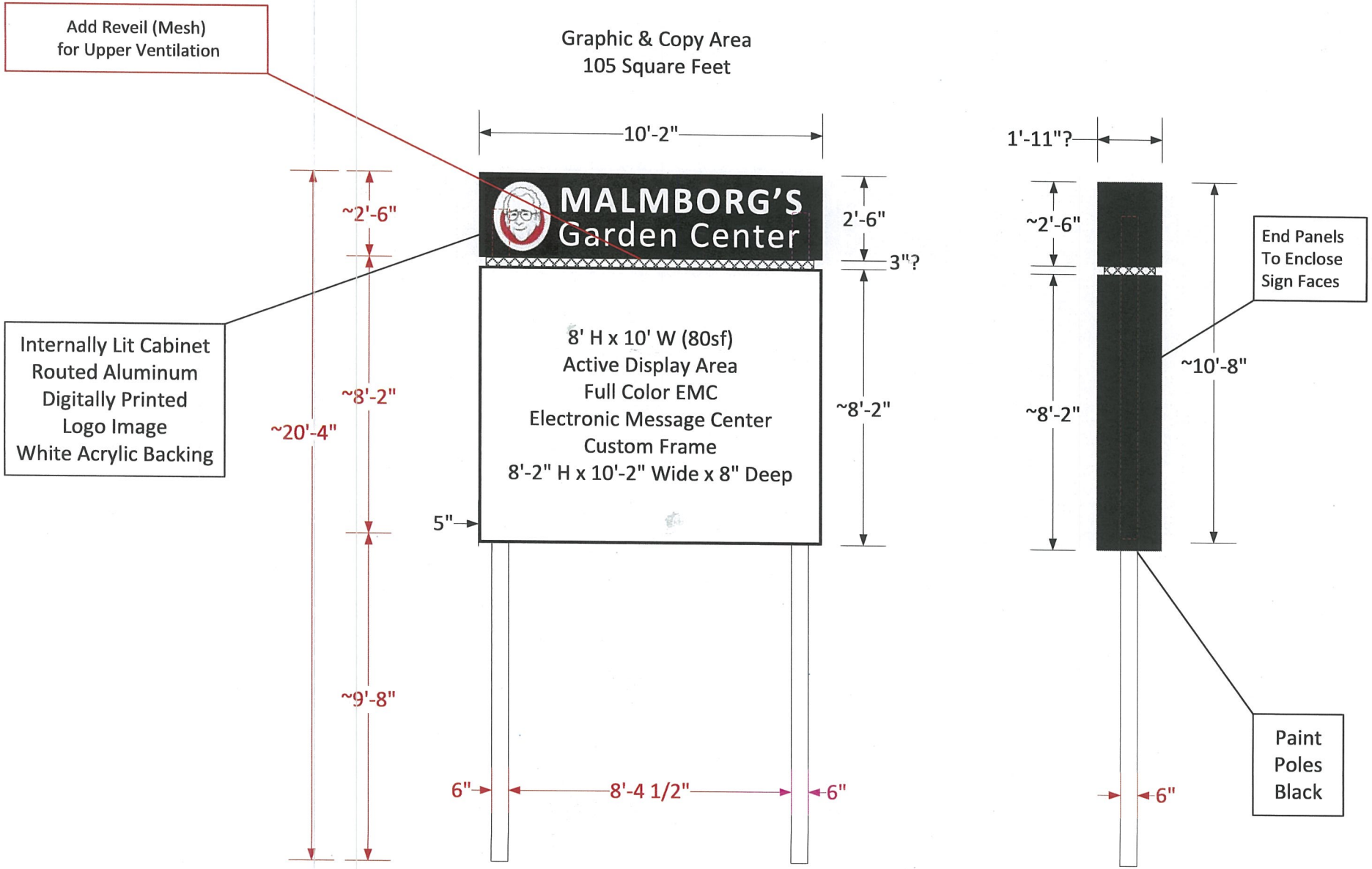
Illustrating Practical Difficulties - Heights and Google Camera Perspective of Existing Sign & EMC (at Restricted Height)

- Image below is a snippet taken from Google Streetview Pro (estimated early July) with EMC Area Superimposed at 8' H.
- Camera Perspective: Google Camera Height is typically 8'-9' above road grade and used for the image below.
- Typical Vehicle Viewing Height is ~4' above road grade (SUVs 4.5'-5.5').
- With the above taken in consideration, most (if not all) of the EMC would be obstructed if limited to 8' High.



Proposed Sign Renovations - Rendering

Proposed Sign Renovations - Dimentions



STAFF REPORT **Meeting Date**: March 10, 2026

ROGERS CITY COUNCIL **Agenda Item**: 5.13

Subject: Approval of Resolution 2026-26 Approving the Site Plan and Variance Request for Trailers Plus for Site Improvements at 19520 County Road 81
Prepared By: Eric Burtness, Community Development Specialist

Overview / Background / Analysis
Interstate Group LLC, on behalf of Trailers Plus (the "Applicant"), has submitted applications for Site Plan and Variance approval for the property located at 19520 County Road 81 (PID 25-120-23-42-0001). The Applicant is seeking to add impervious surfaces around the building to allow for the re-use of the property as a pull behind trailer sales location. Trailers Plus is a national retailer of trailers and has additional locations throughout the nation.

Property Details
The subject property is approximately 2.40 acres (104,576 square feet) and is currently developed with a 3,408 square-foot commercial building. The property is zoned GI (General Industrial) and is located within the Corridor Overlay District. The 2040 Comprehensive Plan designates the property as industrial. Adjacent property uses include industrial to the north, single-family homes (grandfathered uses) to the south and west, and I-94 and industrial to the east. The subject property currently operates as Tool Warehouse selling various equipment items including air compressors.

Zoning and Guidance Information
The Subject Property is zoned as GI- General Industrial and is guided as Industrial in the 2040 Comprehensive Plan. The proposed commercial trailer sales operation is consistent with both the zoning classification and the Comprehensive Plan designation. Equipment Repair, Sales, and Service is a permitted use within the GI zoning district. The subject property falls within the corridor overlay district. This overlay district was adopted with the intention of ensuring or promoting beautification of the corridor areas within the city (I-94 and Highway 101).

Site Design Changes
The applicant proposes to reuse the existing building for retail trailer sales and to reconfigure the site to accommodate additional paved surface area for trailer display and improved on-site circulation. The proposed trailers would be trailers that are typically pulled behind passenger vehicles (i.e. not semi trailers). No expansion of the existing building footprint is proposed. Improvements primarily consist of internal site modifications, including expanded impervious surface for outdoor trailer display and associated circulation adjustments. Along County Road 81 would include the

installation of a new fence and gate to further secure the site. With the additional impervious surface, the site would still be below the maximum allowable impervious surface coverage.

The applicant is not proposing any major changes to the existing structure located on the building besides primarily cosmetic and signage related changes reflecting the changed user. For the exterior of the building, the applicant is planning to paint the existing building. Additionally, there is not additional planned lighting for the proposed property (i.e. there would not be freestanding pole lights added to the new impervious surface area. Existing lighting is limited to the building lighting currently on site.

Landscaping
The applicant is proposing the new plantings of nine (9) deciduous trees primarily located along the perimeter of the site. The proposed trees to be removed are on the north portion of the site corresponding to where the proposed stormwater basin would be located. Much of the proposed improvement design sought to limit the total impact on the existing trees on site. The proposed fence that would be installed along County Road 81 bumps out and around existing trees to ensure the mature trees can be maintained. Most of the trees being removed are boxelder.

Variance Request
Because the property lies within the Corridor Overlay District, a 30-foot parking setback is required. The applicant is requesting a variance to reduce this required parking setback to 10 feet to allow for functional vehicle circulation around the existing building and accommodate trailer display areas. Although the GI district does not independently require parking setbacks, the Corridor Overlay District imposes this standard due to visibility and corridor considerations along Interstate 94.

Variance Analysis
State law authorizes variances when practical difficulties are demonstrated. Practical difficulties exist when:

1. The request is reasonable.
2. The circumstances are unique to the property and not created by the landowner; and
3. The variance will not alter the essential character of the locality.

The proposed setback reduction is reasonable given the location of the existing structure and the operational needs of a trailer sales business that relies on outdoor display. The request allows for improved internal circulation while maintaining appropriate site functionality.

Practical difficulties for the subject property as detailed from the applicant include:

- The existing building placement on the lot creating limitations for vehicle movement around the building.

- The presence of wetlands within the front yard area, which limits usable display space.
- The triangular shape of the property; and
- The property’s adjacent to MnDOT right-of-way along Interstate 94.

These conditions were not created by the current applicant and significantly limit site layout flexibility. Additionally, the site sits approximately 10 feet above Interstate 94, further reducing visibility and impact concerns.

The surrounding properties are industrial in nature and include interstate right-of-way and GI-zoned properties. The requested setback reduction is not anticipated to alter the essential character of the area. The reduction applies only to parking/display setback from interstate right-of-way and does not impact residential properties.

City Review
As part of the site plan and review, relevant city departments have reviewed and commented on the proposed plan. The Fire Department has indicated no concerns with the proposal. An engineering review is ongoing or incorporated as part of standard site plan review procedures. The applicant shall be required to obtain approval from all relevant departments prior to the commencement of work on the subject property. Additionally, this item was forwarded to MnDOT and Hennepin County for their review. While the application does not directly require these reviews, staff wanted to ensure these organizations had the ability to review and comment on any concerns they may or may not have. No comments have been received to date.

Planning Commission Review
A public hearing was held and the Planning Commission reviewed this item at the February 2nd meeting. No members of the public spoke at the public hearing portion of the meeting. The Commission had extensive discussions on the variance request and whether it warranted a variance and the overall intentions of the corridor's standards as they are described in code. Ultimately, the Commission unanimously recommended approval of the proposed site plan and variance request with the added condition of ensuring there is curb placed along the entire perimeter of the paved area. The Commission felt the added condition ensured the proper functioning of the sales yard into the future.

Approval Conditions
If recommended for approval, a resolution would be drafted for city council review. The proposed resolution of approval would include findings of fact corresponding to the variance request and would have conditions corresponding to the site plan request. Proposed conditions of approval are detailed below.

1. Outside Agency Approval
   The applicant shall obtain any required approvals from Hennepin County and MnDOT, if applicable, prior to issuance of any building permits or site work

commencement.

2. Elm Creek Watershed Management Commission Approval
   The applicant shall obtain approval from the Elm Creek Watershed Management Commission for stormwater management improvements as required.
3. City Engineering Approval
   All stormwater plans, grading plans, and related civil engineering plans shall be reviewed and approved by the City Engineering Department prior to issuance of permits.
4. Review Comments
   The applicant shall address and comply with all Engineering, Community Development, or Fire review comments to the satisfaction of the city prior to permit issuance.
5. Signage
   Any proposed new signage shall require separate review and approval in accordance with Chapter 113 of the Rogers City Code. If applicable, signage requiring Council approval shall not be installed until such approval is granted.
6. Standard Conditions
   The applicant shall comply with all applicable provisions of the Rogers Zoning Code and other City ordinances not specifically modified by this approval.
7. Planning Commission Added Condition

The applicant shall be required to provide curb around the entire area to be paved for the storage of the trailers.

Staff Recommendation

Staff and the Planning Commission recommend approval of Resolution 2026-26 approving the site plan and variance requests for Trailers Plus for the property located at 19520 County Road 81 (PID 25-120-23-42-0001), subject to the conditions as listed in the resolution.

Financial Impact: Not applicable. **Source Fund**: Not applicable.

Budgeted? N/A

Supporting Documentation

A. Resolution No. 2026-26 Trailers Plus Site Plan & Variance
B. Narrative
C. Variance Application
D. Location Map
E. ALTA Survey (Existing Conditions)
F. Civil and Landscape Plans

RESOLUTION NO. 2026-26

A RESOLUTION APPROVING A SITE PLAN AND VARIANCE REQUEST FOR TRAILERS PLUS AT 19520 COUNTY ROAD 81

WHEREAS, Interstate Group LLC, on behalf of Trailers Plus (the "Applicant"), has submitted applications for Site Plan and Variance approval for the property located at 19520 County Road 81, legally described as PID 25-120-23-42-0001, in the City of Rogers; and

WHEREAS, the subject property is zoned GI (General Industrial), is located within the Corridor Overlay District, and is guided for Industrial use in the City of Rogers 2040 Comprehensive Plan; and

WHEREAS, the Applicant proposes to reuse the existing commercial building for trailer sales and to construct additional impervious surface to accommodate outdoor trailer display and internal site circulation improvements; and

WHEREAS, no expansion of the existing building footprint is proposed; and

WHEREAS, because the property lies within the Corridor Overlay District, a 30-foot parking setback from the Interstate 94 right-of-way is required; and

WHEREAS, the Applicant has requested a variance to reduce the required parking setback from 30 feet to 10 feet along the Interstate 94 right-of-way to allow for functional vehicle circulation and trailer display areas; and

WHEREAS, Minnesota Statute authorizes variances when practical difficulties are demonstrated; and

WHEREAS, practical difficulties exist when (1) the request is reasonable, (2) the circumstances are unique to the property and not created by the landowner, and (3) the variance will not alter the essential character of the locality; and

WHEREAS, the Planning Commission held a duly noticed public hearing on March 2, 2026, at which time all persons wishing to be heard were given the opportunity to comment; and

WHEREAS, the City Council finds that:

1. The requested setback reduction is reasonable given the placement of the existing building and the operational characteristics of a trailer sales use that relies on outdoor display areas.
2. The circumstances creating the need for the variance are unique to the property, including the location of the existing structure, the presence of wetlands limiting developable area, the triangular configuration of the lot, and the adjacency to Interstate 94 right-of-way.
3. These circumstances were not created by the current Applicant.
4. The requested reduction applies only to the setback from Interstate 94 right-of-way and is not anticipated to alter the essential character of the locality, which is predominantly industrial in nature and includes interstate right-of-way and GI-zoned properties.

WHEREAS, the proposed Site Plan is consistent with the GI zoning district and the 2040 Comprehensive Plan, subject to the conditions set forth below;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rogers, Hennepin County, Minnesota, that the Site Plan for Trailers Plus at PID 25-120-23-42-0001 is hereby approved, subject to the following conditions:

1. The Applicant shall address and comply with all Engineering, Community Development, and Fire review comments to the satisfaction of the City prior to issuance of permits.
2. All stormwater management, grading, and related civil engineering plans shall be reviewed and approved by the City Engineering Department prior to issuance of permits.
3. The Applicant shall obtain approval from the Elm Creek Watershed Management Commission (ECWMC) for stormwater management improvements, as required.
4. The Applicant shall obtain any required approvals from Hennepin County and MnDOT, if applicable, prior to issuance of any building permits or commencement of site work.
5. Any proposed new signage or modifications to existing signage shall require separate review and approval in accordance with Chapter 113 of the Rogers City Code. If applicable, signage requiring Council approval shall not be installed until such approval is granted.
6. The Applicant shall comply with all applicable provisions of the Rogers Zoning Code and other City, County, and State regulations not specifically modified by this approval.
7. The Applicant shall install curb around the entire paved area used for the storage and display of trailers**.**

BE IT FURTHER RESOLVED that the variance request to reduce the required 30-foot parking setback to 10 feet along the Interstate 94 right-of-way within the Corridor Overlay District is hereby approved.

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 ____ day of March 2026.

_____

Shannon Klick, Mayor

ATTEST:

_____

Stacie Brown, City Clerk

February 6, 2026

Attn: Brett Angell
City of Rogers
22350 S Diamond Lake Road
Rogers, MN 55374

RE: Trailers Plus Rogers
Variance Request Narrative
Loucks Project No. 090052B

Dear Mr. Angell,

Trailers Plus is looking to buy the property located at 19520 County Road 81 in Rogers for commercial use. The property will be used to display and sell trailers. The existing building will remain, and bituminous pavement will be constructed for parking, vehicle circulation, and outdoor display of the trailers for sale. A stormwater basin will be constructed to treat the additional impervious surface before the stormwater outlets to the existing wetland.

This variance request narrative is for the Trailer Plus Rogers project located at 19520 County Road 81. The property is zoned General Industry (GI) and is in the Corridor Overlay District. The parking setback requirements in the Corridor Overlay District are 30 feet from the right of way of major collector roads within the City of Rogers. The property is located at the northwest quadrant of the intersection of Country Road 81 and Interstate 94. Both County Road 81 and Interstate 94 are major collector roads that require a 30-foot parking setback.

The requested variance is to reduce the parking setback along interstate 94 to 10 feet. The reasons for this request is to make room for vehicle circulation around the existing building and make room for an outdoor display for retail. The required 30-foot setback would make it difficult for vehicle circulation around the existing building which would be a fire safety hazard. Also, the code allows for outdoor displays to have a 10-foot setback from the front property line but most of the front yard has an existing wetland which this project is trying to avoid impacting. Preserving the wetland results in loss of outdoor display area in the front of the lot. The variance will allow for more outdoor display areas on the rear lot line.

The requested variance should be considered by the City because the variance will not negatively impact MnDOT right of way. The elevation difference from the site down to the interstate is about 10 feet.

Please do not hesitate to contact me (763-496-6753, zwebber@loucksinc.com) with any questions regarding this variance request or if additional information is needed.

Sincerely,

LOUCKS
Zachary H. Webber, PE

ZONING & LAND USE APPLICATION

VARIANCE

PROPERTY INFORMATION	
Property Address	19520 County Road 81, Rogers, MN 55311
Parcel ID Number	2512023420001

APPLICANT INFORMATION	
Name	Tracey Hill
Address	3800 Airport Road, Nampa, Idaho 83687
Phone	208.442.7613
Email	Hillt@interstatecargo.com

OWNER INFORMATION	
Name	Jeff Houk
Address	19520 County Road 8, Rogers, MN 55311
Phone	
Email	jeff@toolwarehouseinc.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.

Applicant Signature — *Date* 2/9/26

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.)

JEFF HOUK

Owner Signature — *Date* 02/09/2026

VARIANCE CONSIDERATION
State law enables variances from City zoning ordinance standards if the request meets these requirements: 1. The proposed variance is in harmony with the general purpose and intent of zoning ordinances. 2. The proposed variance is consistent with the Comprehensive Plan. 3. An applicant establishes practical difficulties exist where compliance with current zoning ordinance standards is not possible, resulting in the variance request. Practical difficulties means: • the proposed use is reasonable • the need is caused by circumstances unique to the property, not created by the property owner, and not solely based on economic conditions • the proposed use would not alter the essential character of the surrounding area(s). • Roger's Zoning Code provides additional criteria as detailed in section 125-42. As part of the required Written Statement, applicants requesting a Variance from City zoning standards shall respond to each question individually, analyzing and describing in detail the purpose and reasonableness of the request and associated practical difficulties to be considered. Questions must be included with each response. 1. Describe how the request is in harmony with the general purpose and intent of zoning for the property. 2. Describe how the request is consistent with the Comprehensive Plan. 3. Describe why the proposed use is reasonable. 4. Describe the following: *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.* 5. Describe why the variance would not alter the essential character of the neighborhood.

SUBMITTAL REQUIREMENTS	
Application Fee(s)	Non-refundable application fee and escrow to cover expenses related to the review.
Legal Description	A full legal description, as documented on property deed or certificate of title.
Boundary Survey	A Certificate of Survey prepared by a Registered Land Surveyor must be submitted. The survey must include: lot dimensions, platted and recorded easements and rights of way, existing and proposed structures or additions or other site improvements with dimensions to show size and location, structure setbacks from property lines, natural features, driveways and utilities.
Written Statement	This narrative shall describe the requested Variance approval and the intended use of the property, compatibility to the surrounding land uses, and a detailed justification as to why the City should consider and approve the request.
Grading & Drainage Plan	This Plan must include the following: erosion and sediment control plan, proposed building pads, existing and proposed two (2) foot contours, location and size of existing and proposed pipes and treatment areas, floodplain information and stormwater engineering calculations.
Building Plans	Scaled floor plans and four (4) sided architectural elevations and color renderings for each and legend showing the type and location of materials to be used.
Variance Worksheet	The attached worksheet analyzing and detailing the practical difficulties related to the variance request must be submitted with the application.
Other Items	City staff reserve the right to require additional items be submitted for a full review of the application if deemed necessary to consider the request.
Submittal Format	Electronic Application & Plans

All documents are public information and may be used in written reports and distributed to the public.

VARIANCE WORKSHEET

1. Detail specifically the deviation(s) from code proposed (e.g. code requires X ft setback, requesting X ft setback).

Code requires a 30 foot setback from Interstate 94 right of way and requesting that the parking setback be reduced to 10 feet. The reduced parking setback will create more space to park trailers for an outdoor display use and provide vehicle access around the existing building.

2. Describe how the request is in harmony with the general purpose and intent of zoning for the property.

The property is zoned GI for General Industry and is in the corridor overlay district. The GI zone does not have any parking setbacks unless the property is also in the corridor overlay district.

3. Describe how the request is consistent with the Comprehensive Plan.

2040 Comprehensive Plan shows the property remaining in the industrial zone.

4. Describe why the proposed use is reasonable.

The proposed setback reduction is reasonable since the neighboring property is MnDOT right of way and will not negatively effect the neighboring property. The project site is also approximately 10 feet above Interstate 94.

5. Describe the following: *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.*

The required 30 foot parking setback and the existing building location make it difficult for vehicle circulation around the building which is a fire safety hazard.

The code allows for outdoor displays to have a 10 foot setback of the front property line but the majority of the front yard has an existing wetland which the project is trying to preserve.

6. Describe why the variance would not alter the essential character of the neighborhood.

Reducing the parking setback from 30 feet down to 10 feet will not alter the essential character of the neighborhood.

PROCESS

Month One

- Application in on first of the month
- 15-business day completeness review
- Send public notice to paper
- Send public notice to affected properties

Month Two

- Planning Commission Review and Public hearing
- City Council Review and Action

Month Three

- Applications can be extended an additional 60-days for review
- Commission or Council could table applications for further review

NOTICE TO APPLICANT

All Variance application requests are reviewed individually and are evaluated based on their own merit(s). Variances are only considered based on the practical difficulties associated with the property irrespective of previous variance approvals or past city practices or precedence. Variances are generally approved subject to several conditions, which must be satisfied before the resolution is released by the City for recording with Hennepin County and/or the City issues building permits.

Applicants are encouraged to meet with City staff prior to formally submitting their application to discuss the request and concept ideas for the proposed project in an effort to reduce delays. Participation in the pre-submittal meeting does not provide or guarantee approval of the request or project.

The City has 15 business days from the date of submittal to determine whether the application is complete. If complete, the City has 60 days up to 120 days to approve or deny the request. If not complete, the applicant may be required to submit additional information to include with the application. The City reserves the right to reject incomplete applications.

Public hearings, if required, are conducted by the Planning Commission. Notices are sent to the newspaper for publication and to all property owners within 350 feet of the property for which the request is made or project is located. Any person has the option of providing comment in writing or in person at the public hearing. Applicants are encouraged to discuss their request or project at public hearing.

All expenses pertaining to application reviews are the responsibility of the applicant. Application fees help cover the costs incurred by the City to review, which may include, but is not limited to: City staff and consultant time, legal review, notice publication and mailing, etc. Unspent escrow fees paid at the time of application are returned six (6) months after City Council action. The City may require additional escrow to be paid to cover any expense(s) in excess of escrow fees paid at the time of application.

ZONING & LAND USE APPLICATION – 2024

SITE PLAN

PROPERTY INFORMATION	
Property Address	19520 County Road 81, Rogers, MN 55311
Parcel ID Number	2512023420001

APPLICANT INFORMATION	
Name	Tracey Hill
Address	3800 Airport Road, Nampa, Idaho 83687
Phone	208.442.7613
Email	Hillt@interstatecargo.com

OWNER INFORMATION	
Name	Jeff Houk
Address	19520 County Road 8, Rogers, MN 55311
Phone	
Email	jeff@toolwarehouseinc.com

SITE PLAN REQUEST			
Type of Site Plan	☐ Residential / Other	☑ Commercial	☐ Industrial
Existing Use	Commercial - Retail		
Proposed Use	Commercial - Retail		
Building Area (Gross)	3,408 sq. ft.		
Building Area (Footprint)	3,408 sq. ft.		
Number of Parking Stalls	6 stalls		

FEES			
Application	$500	Escrow	$3,500

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.

Applicant Signature — *Date* 2/9/26

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.)

JEFF HOUK

Owner Signature — *Date* 02/09/2026

SUBMITTAL REQUIREMENTS	
Application Fee(s)	Non-refundable application fee and escrow to cover expenses related to the review.
Legal Description	A full legal description, as documented on property deed or certificate of title.
Boundary Survey	ALTA Certificate of Survey prepared by a Registered Land Surveyor must be submitted. The survey must include: lot dimensions, platted and recorded easements and rights of way, existing and proposed structures or additions or other site improvements with dimensions to show size and location, structure setbacks from property lines, natural features, driveways and utilities.
Written Statement	This narrative shall describe the requested Site Plan Amendment approval and the intended use of the property, compatibility to the surrounding land uses, and a detailed justification as to why the City should consider and approve the request.
Site Plan	The Site Plan must be drawn with a straight edge and to a standard engineering scale. The Site Plan must include the following: north arrow, lot lines with dimensions, streets and trails, driveway locations, natural features (wetlands, lakes, creeks, woodlands, etc.), existing and proposed structures or additions with property line setbacks, and easements, rights of way and public land dedications, if proposed or required.
Conditions Map	Map showing existing and proposed uses on the site, including property boundaries, existing structures, open space, streets and trails, natural resources, 2-foot interval contours, hydrologic features (surface water, floodplain, wetlands, natural swales and drainage patterns), public utilities and easements.
Grading & Drainage Plan	This Plan must include the following: erosion and sediment control plan, proposed building pads, existing and proposed two (2) foot contours, location and size of existing and proposed pipes and treatment areas, floodplain information and stormwater engineering calculations.
Wetland Delineation	A wetland delineation report and appropriate documentation may be required. If required, the delineation must be staked in the field for City staff verification. The Elm Creek Watershed District must approve any required wetland mitigation.
Street & Utility Plan	Detailed location and size of facilities, designed to City engineering standards.
Tree Plans	Woodland Preservation, High Priority and Significant trees must be identified on the existing and proposed conditions plans, showing tree preservation and removals.
Landscape Plan	Species of all trees and plantings, irrigation and total value of landscaping.
Parking Plan	Location and amount of parking used to meet off-street requirements, including shared parking areas, loading/unloading areas, etc.
Lighting Plan	Type and location of lighting for streets, trails and parking areas. The City may also require photometrics to show the lightshed.
Signage Plan	All signs to be included and/or required with the development, including development and directional signs, street signs, no parking, fire lane, etc.
Building Plans	Scaled floor plans and four (4) sided architectural elevations and color renderings for each and legend showing the type and location of materials to be used.
Misc.	Fire apparatus turning radius figure shall be submitted or incorporated.
Other Items	City staff reserve the right to require additional items be submitted for a full review of the application if deemed necessary to consider the request.
Submittal Format	Electronic Application & Plans

All documents are public information and may be used in written reports and distributed to the public.

PROCESS

PROCESS

NOTICE TO APPLICANT

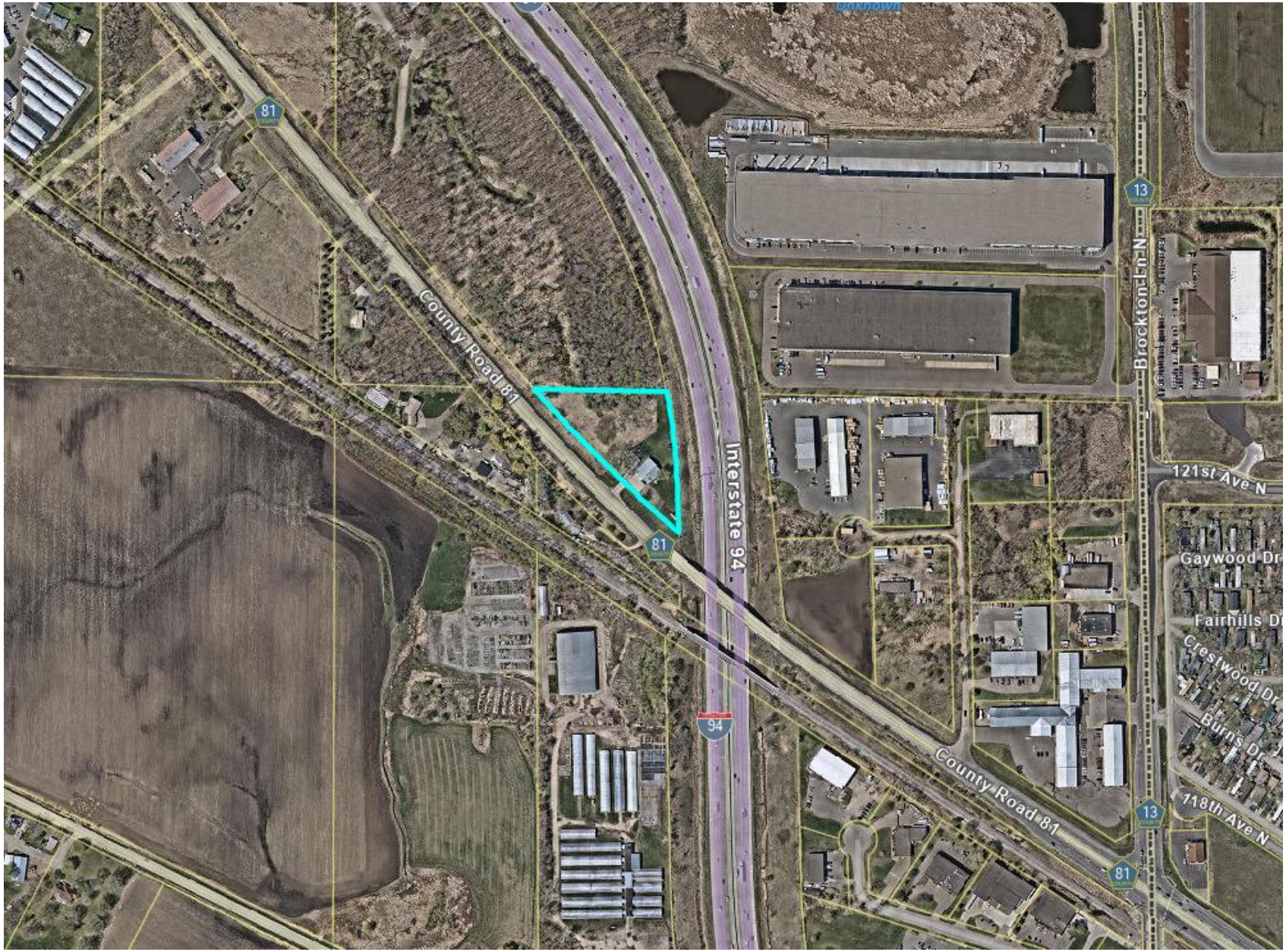
All applications are reviewed individually and are evaluated based on their own merit(s). Site Plans are generally approved subject to several conditions, which must be satisfied before permits are issued for any project-related construction activities. Applicants are encouraged to meet with City staff prior to formally submitting their application to discuss the request and concept ideas for the proposed project in an effort to reduce delays. Participation in the pre-submittal meeting does not provide or guarantee approval of the request or project.

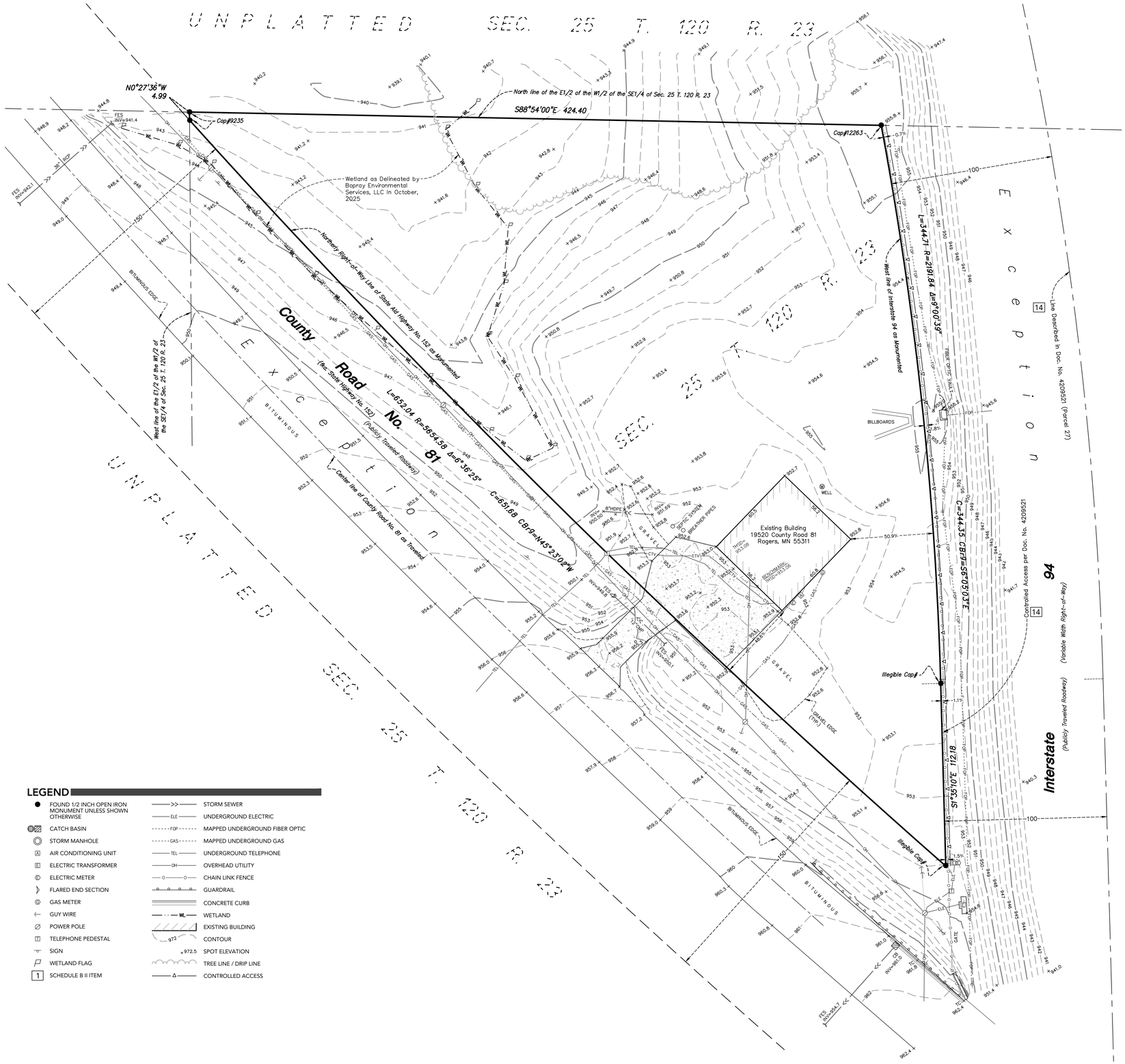
Minor Site Plan Amendments are defined as minor structural additions involving 10% or less of the total existing floor area and proposed minor site modifications involving 10% or less of the total existing site area which meet all ordinance requirements. Minor Site Plan Amendments shall be approved by staff prior to building permit application. See section 125-28. Any proposed modifications which go beyond minor site plan amendments shall follow the standard Site Plan application process with review and approval by Planning Commission and City Council.

The City has 15 business days from the date of submittal to determine whether the application is complete. If complete, the City has 60 days up to 120 days to approve or deny the request. If not complete, the applicant may be required to submit additional information to include with the application. The City reserves the right to reject incomplete applications.

All expenses pertaining to application reviews are the responsibility of the applicant. Application fees help cover the costs incurred by the City to review, which may include, but is not limited to: City staff and consultant time, legal review, notice publication and mailing, etc. Unspent escrow fees paid at the time of application are returned six (6) months after City Council action. The City may require additional escrow to be paid to cover

LOCATION MAP





LEGEND

FOUND 1/2 INCH OPEN IRON MONUMENT UNLESS SHOWN OTHERWISE	STORM SEWER
CATCH BASIN	UNDERGROUND ELECTRIC
STORM MANHOLE	MAPPED UNDERGROUND FIBER OPTIC
AIR CONDITIONING UNIT	MAPPED UNDERGROUND GAS
ELECTRIC TRANSFORMER	UNDERGROUND TELEPHONE
ELECTRIC METER	OVERHEAD UTILITY
FLARED END SECTION	CHAIN LINK FENCE
GAS METER	GUARDRAIL
GUY WIRE	CONCRETE CURB
POWER POLE	WETLAND
TELEPHONE PEDESTAL	EXISTING BUILDING
SIGN	CONTOUR
WETLAND FLAG	SPOT ELEVATION
SCHEDULE B II ITEM	TREE LINE / DRIP LINE
	CONTROLLED ACCESS

DESCRIPTION OF PROPERTY SURVEYED

(Per Schedule A of the herein referenced Title Commitment)

All that part of the East 1/2 of the West 1/2 of the Southeast Quarter of Section 25, Township 120 North, Range 23 West of the 5th Principal Meridian, which lies North of the centerline of County Road 81 (formerly known as State Highway No. 152), except those portions taken for County Road 81 (formerly known as State Highway No. 152) and Interstate Highway No. 94, Hennepin County, Minnesota.

Abstract Property

TITLE COMMITMENT EXCEPTIONS

(Per Schedule B, Part II of the herein referenced Title Commitment)

The property depicted on this survey and the easements of record shown hereon are the same as the property and the easements described in the Commitment for Title Insurance issued by Land Title, Inc., as agent for Stewart Title Guaranty Company, File No. 723358, commitment date October 24, 2025. The numbers below correspond to those in the title commitment.

1-12, 15-18 do not require comment.

13. Access Restriction to Trunk Highway No. 94 as contained in Warranty Deed filed as Document Number 3648413. **Controlled access per said document does not lie within the property and is not shown hereon.**

14. Final Certificate filed May 28, 1976 as Document Number 4209521. **Line described in Parcel 27 is shown hereon. Controlled access is shown hereon along the east line of the surveyed property.**

ALTA/NSPS OPTIONAL TABLE A NOTES

(The following items refer to Table A optional survey responsibilities and specifications)

1. Monuments placed (or a reference monument or witness to the corner) at all major corners of the boundary of the property, unless already marked or referenced by existing monuments or witnesses to the corner are shown hereon.

2. The address, as disclosed in documents provided to the surveyor, obtained by the surveyor, or observed while conducting the fieldwork is 19520 County Road 81, Rogers, MN 55311.

3. This property is contained in Zone X (areas determined to be outside the 0.2% annual chance floodplain) per Flood Insurance Rate Map No. 27053C0045F, Community Panel No. 270157 0045, effective date of November 4, 2016.

4. The Gross land area is 104,576 +/- square feet or 2.40 +/- acres.

6. (a) Any current zoning classification, setback requirements, height and floor space area restrictions, and parking requirements, shown hereon, are per a report or letter by the City of Rogers dated November 12, 2025, for the subject property are as follows:

   Zone: GI - General Industry
   Adjacent property zoning designations:
   a. North: GI – General Industry
   b. South: Gi – General Industry
   c. East: Interstate 94 & SB-Service Business
   d. West: GI – General Industry

   The Subject Property falls within the Corridor Overlay district.

7. (a) Exterior dimensions of all buildings are shown at ground level.

8. Substantial features observed in the process of conducting fieldwork, are shown hereon.

9. There are no striped parking stalls on this site.

11. (a) We have shown underground utilities on and/or serving the surveyed property per Gopher State One-Call Ticket Nos. 253181793 & 253181803. The following utilities and municipalities were notified:

AT&T TRANSMISSION	(866) 460-6324	COMCAST	(812) 483-7923
CITY OF ROGERS	(763) 428-8580	CENTURYLINK	(800) 778-9140
CENTER POINT ENERGY	(812) 483-7923	MNDOT	(651) 366-5750
XCEL ENERGY	(800) 848-7558		

   i. Utility operators do not consistently respond to locate requests through the Gopher State One Call service for surveying purposes such as this. Those utility operators that do respond, often will not locate utilities from their main line to the customer's structure or facility. They consider those utilities "private" installations that are outside their jurisdiction. These "private" utilities on the surveyed property or adjoining properties, may not be located since most operators will not mark such "private" utilities. A private utility locator may be contacted to investigate these utilities further, if requested by the client.
   ii. Maps provided by those notified above, either along with a field location or in lieu of such a location, are very often inaccurate or inconclusive. EXTREME CAUTION MUST BE EXERCISED BEFORE AN EXCAVATION TAKES PLACE ON OR NEAR THIS SITE. BEFORE DIGGING, YOU ARE REQUIRED BY LAW TO NOTIFY GOPHER STATE ONE CALL AT LEAST 48 HOURS IN ADVANCE AT 811 or (651) 454-0002.

SURVEY REPORT

1. The Surveyor was not provided utility easement documents for the subject property except for those shown on the Survey.

2. The bearings for this survey are based on the Hennepin County Coordinate System NAD 83 (1986 Adjust).

3. Originating Benchmark: MnDOT 2780R, located in the north of County Road 81, west of Interstate No. 84. Elevation = 966.22 feet (NGVD29)

   Site Benchmark: Southerly building threshold shown hereon.
   Elevation = 953.06 feet (NGVD29)

4. Snow and ice conditions during winter months may obscure otherwise visible evidence of on site improvements and/or utilities.

CERTIFICATION

To Interstate Group LLC; JM Funding; and Stewart Title Guaranty 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 - 4, 6(a), 7(a), 8, 9 and 11(a) of Table A thereof. The field work was completed on December 5, 2025.

Date of Plat or Map: December 11, 2025

Dillon J. Tews, PLS Minnesota License No. 62268
dtews@loucksinc.com

DILLON J. TEWS LICENSED LAND SURVEYOR 62268 STATE OF MINNESOTA

0 30 60
SCALE IN FEET

19520 COUNTY ROAD 81

ROGERS, MN

INTERSTATE GROUP LLC

3800 AIRPORT ROAD
NAMPA, ID 83687

LOUCKS
PLANNING
CIVIL ENGINEERING
LAND SURVEYING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL

12755 Highway 55, Suite R100
Plymouth 55441
763.424.5505
www.loucksinc.com

CADD QUALIFICATION

CADD files prepared by the Consultant for this project are instruments of the Consultant professional services for use solely with respect to this project. These CADD files shall not be used on other projects, for additions to this project, or for completion of this project by others without written approval by the Consultant. With the Consultant's approval, others may be permitted to obtain copies of the CADD drawing files for information and reference only. All intentional or unintentional revisions, additions, or deletions to these CADD files shall be made at the full risk of that party making such revisions, additions or deletions and that party shall hold harmless and indemnify the Consultant from any & all responsibilities, claims, and liabilities.

SUBMITTAL/REVISIONS

12/11/25	SURVEY ISSUED

PROFESSIONAL SIGNATURE

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

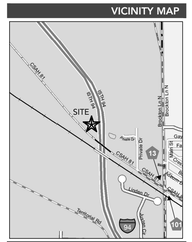
Dillon J. Tews - PLS

License No.	62268
Date	12/11/25

QUALITY CONTROL

Loucks Project No.	09052A
Project Lead	DJT
Drawn By	KMM
Checked By	DJT
Field Crew	CMS

VICINITY MAP



ALTA/NSPS LAND TITLE SURVEY

1 OF 1

Plotted: 12/11/2025 3:24 PM W:\2009\09052A\CADD DATA\SURVEY_dwg Sheet Files\09052A ALTA

TRAILERS PLUS - ROGERS

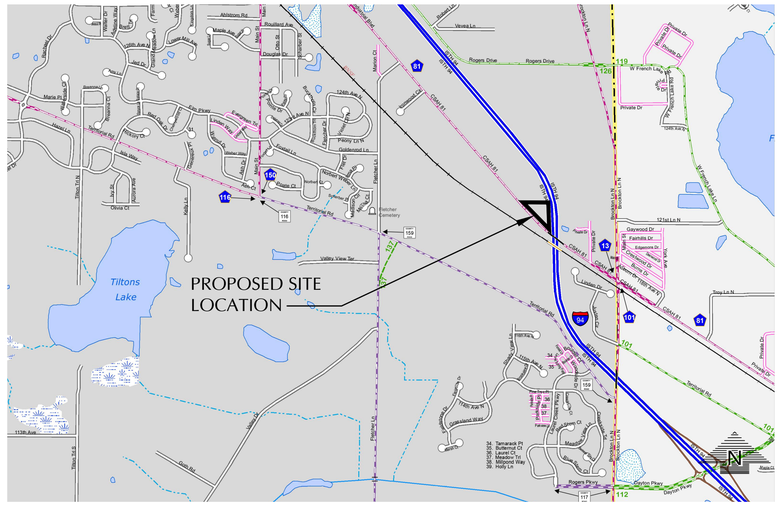
ROGERS, MINNESOTA

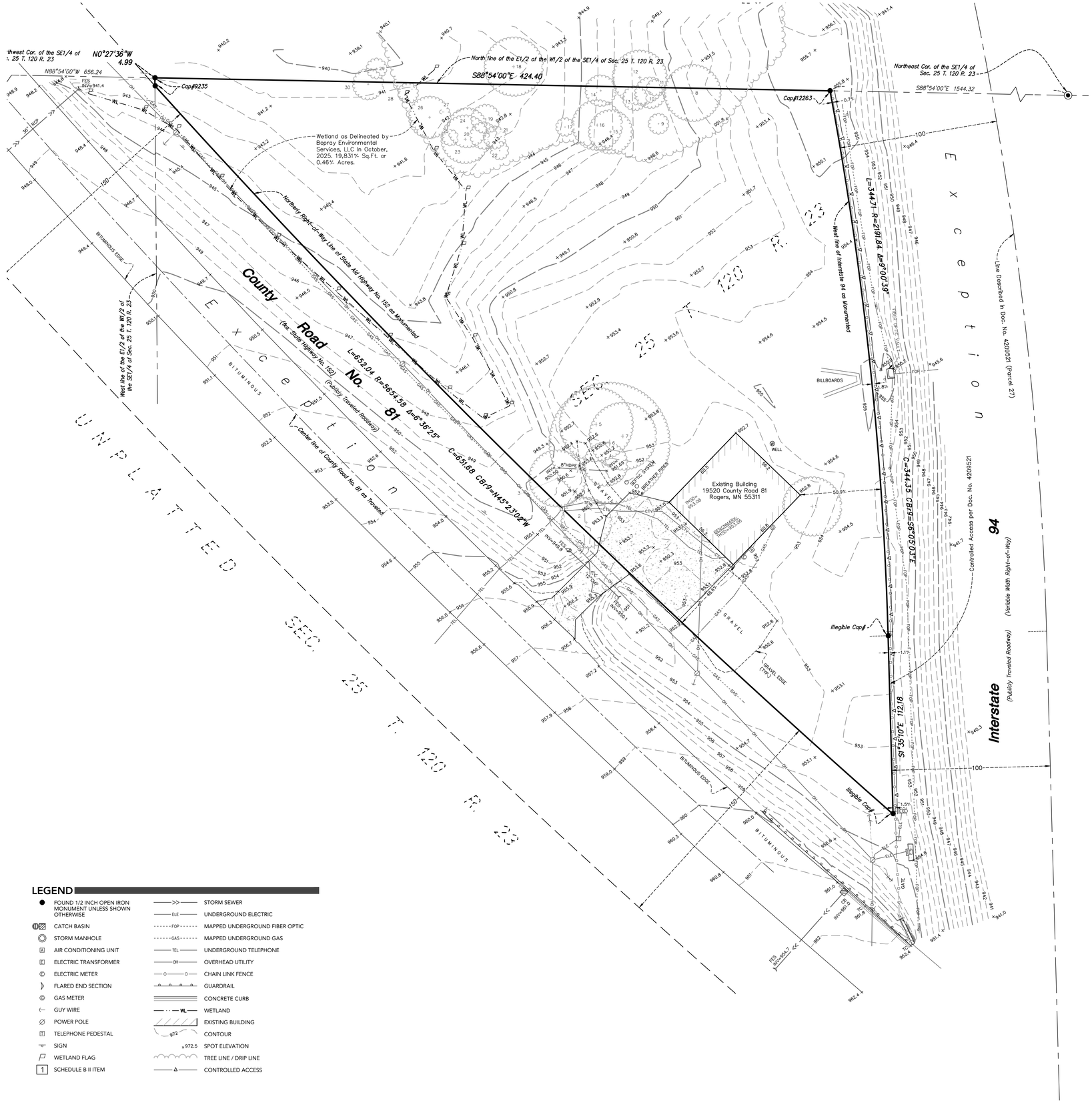
PLANS FOR:
DEMOLITION, SITE, GRADING, DRAINAGE, AND
EROSION CONTROL CONSTRUCTION

SHEET INDEX

C0-1 Cover Sheet
C1-1 Existing Conditions
C1-2 Demolition Plan
C2-1 Site Plan
C3-1 Grading Plan
C3-2 SWPPP Plan
C3-3 SWPPP Notes
C4-1 Utility Plan
C8-1 Details
C8-2 Details
L0-1 Tree Preservation Plan
L1-1 Landscaping Notes
L2-1 Landscaping Plan
L5-1 Landscaping Details

VICINITY MAP


PROPOSED SITE LOCATION
Tiltons Lake
Rogers Drive
W French Lake Rd
Private Dr
Private Ct
Private Cir
Veseva Ln
Douglas Dr
Maple Ln
Maple Ct
Pinoy Ln
Pinoy Ct
Pinoy Pkwy
Pinoy Ln E
Goldenrod Ln
Goldenrod Cir
Marie Pl
Marie Ct
Rosemary Rd
Rosemary Ct
Rosemary Cir
Rosemary Ln
Rosemary Pl
Rosemary Way
Rosemary Rd W
Rosemary Rd E
Rosemary Cir E
Rosemary Ln E
Rosemary Pl E
Rosemary Way E
Rosemary Ct E
Rosemary Ln W
Rosemary Pl W
Rosemary Way W
Rosemary Ct W
Rosemary Cir W



LEGEND

- FOUND 1/2 INCH OPEN IRON MONUMENT UNLESS SHOWN OTHERWISE
- CATCH BASIN
- STORM MANHOLE
- AIR CONDITIONING UNIT
- ELECTRIC TRANSFORMER
- ELECTRIC METER
- FLARED END SECTION
- GAS METER
- GUY WIRE
- POWER POLE
- TELEPHONE PEDESTAL
- SIGN
- WETLAND FLAG
- SCHEDULE B II ITEM
- STORM SEWER
- UNDERGROUND ELECTRIC
- MAPPED UNDERGROUND FIBER OPTIC
- MAPPED UNDERGROUND GAS
- UNDERGROUND TELEPHONE
- OVERHEAD UTILITY
- CHAIN LINK FENCE
- GUARDRAIL
- CONCRETE CURB
- WETLAND
- EXISTING BUILDING
- CONTOUR
- SPOT ELEVATION
- TREE LINE / DRIP LINE
- CONTROLLED ACCESS

DESCRIPTION OF PROPERTY SURVEYED

(PER SCHEDULE A OF THE HEREIN REFERENCED TITLE COMMITMENT)

ALL THAT PART OF THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 120 NORTH, RANGE 23 WEST OF THE 5TH PRINCIPAL MERIDIAN, WHICH LIES NORTH OF THE CENTERLINE OF COUNTY ROAD 81 (FORMERLY KNOWN AS STATE HIGHWAY NO. 152), EXCEPT THOSE PORTIONS TAKEN FOR COUNTY ROAD 81 (FORMERLY KNOWN AS STATE HIGHWAY NO. 152) AND INTERSTATE HIGHWAY NO. 94, HENNEPIN COUNTY, MINNESOTA.

ABSTRACT PROPERTY

EXISTING CONDITIONS GENERAL NOTES

1. THE INFORMATION SHOWN ON THIS EXISTING CONDITIONS PLAN WAS PREPARED FROM AN ALTA SURVEY PREPARED BY LOUCKS.
2. THE BEARINGS FOR THIS SURVEY ARE BASED ON THE HENNEPIN COUNTY COORDINATE SYSTEM NAD 83 (1986 ADJUST).
3. THE GROSS LAND AREA IS 104,576 +/- SQUARE FEET OR 2.40 +/- ACRES.
4. WE HAVE SHOWN BURIED STRUCTURES AND UTILITIES ON AND/OR SERVING THE SITE TO THE BEST OF OUR ABILITY, SUBJECT TO THE FOLLOWING RESTRICTIONS:
   A. UTILITY OPERATORS DO NOT CONSISTENTLY RESPOND TO LOCATE REQUESTS THROUGH THE GOPHER STATE ONE CALL SERVICE FOR BOUNDARY AND LOCATION PURPOSES SUCH AS THIS.
   B. THOSE UTILITY OPERATORS THAT DO RESPOND, OFTEN WILL NOT LOCATE SERVICES FROM THE MAIN LINE TO THE CUSTOMER'S STRUCTURE OR FACILITY - THEY CONSIDER THOSE SEGMENTS PRIVATE INSTALLATIONS THAT ARE OUTSIDE OF THEIR JURISDICTION. IF A PRIVATE SERVICE TO AN ADJOINER'S SITE CROSSES THIS SITE OR A SERVICE TO THIS SITE CROSSES AN ADJOINER, IT MAY NOT BE LOCATED SINCE MOST OPERATORS WILL NOT MARK SUCH "PRIVATE" SERVICES.
   C. MAPS PROVIDED BY UTILITY OPERATORS, EITHER ALONG WITH A FIELD LOCATION OR IN LIEU OF SUCH A LOCATION, ARE VERY OFTEN INACCURATE OR INCONCLUSIVE. MAPS PROVIDED BY UTILITY OPERATORS ARE VERY OFTEN AT A VERY SMALL SCALE, OR NO SCALE.
   D. EXTREME CAUTION MUST BE EXERCISED BEFORE AN EXCAVATION TAKES PLACE ON OR NEAR THE SITE. BEFORE DIGGING, YOU ARE REQUIRED BY LAW TO NOTIFY GOPHER STATE ONE CALL AT LEAST 48 HOURS IN ADVANCE AT 651-454-0002.
   E. UTILITY INFORMATION SHOWN ON THIS PLAN, SUCH AS NATURAL GAS, ELECTRIC LINES, TELEPHONE LINES, FIBER OPTIC LINES, CABLE TELEVISION LINES, UNDERGROUND PIPELINES, ETC. WAS SUPPLIED OR LOCATED BY GOPHER STATE ONE CALL, TICKET NUMBERS 253181793 & 253181803.
   F. SNOW AND ICE CONDITIONS DURING WINTER MONTHS MAY OBSCURE OTHERWISE VISIBLE EVIDENCE OF A BURIED STRUCTURE OR UTILITY.
5. THIS PROPERTY IS CONTAINED IN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) PER FLOOD INSURANCE RATE MAP NO. 27053C0045F, COMMUNITY PANEL NO. 270157 0045, EFFECTIVE DATE OF NOVEMBER 4, 2016.

SITE DEMOLITION SPECIFICATIONS

1. CONTRACTOR SHALL REMOVE AND/OR RELOCATE EXISTING PRIVATE UTILITIES AS NECESSARY. CONTRACTOR TO COORDINATE ACTIVITIES WITH UTILITY COMPANIES.
2. CONTRACTOR SHALL PROTECT SURFACE AND SUBSURFACE FEATURES NOT NOTED FOR REMOVAL.
3. CONTRACTOR TO CLEAR AND GRUB EXISTING VEGETATION WITHIN CONSTRUCTION LIMITS, STRIP TOP SOIL, AND STOCKPILE ON-SITE. REFER TO GRADING PLAN AND SWPPP FOR SEDIMENT AND EROSION CONTROL REQUIREMENTS.
4. CLEAR AND GRUB AND REMOVE ALL TREES, VEGETATION AND SITE DEBRIS PRIOR TO GRADING. ALL REMOVED MATERIAL SHALL BE HAULED FROM THE SITE DAILY. EROSION CONTROL MEASURES SHALL BE IMMEDIATELY ESTABLISHED UPON REMOVAL. SEE THE STORMWATER POLLUTION PREVENTION PLAN (SWPPP).
5. CONTRACTOR SHALL REMOVE ALL SITE SURFACE FEATURES WITHIN REMOVAL LIMITS UNLESS OTHERWISE NOTED.
6. BITUMINOUS PAVEMENT REMOVALS ARE TO BE MADE TO A VERTICAL SAW CUT OR TO A NEAT MILLED EDGE.
7. CONCRETE PAVEMENT, SIDEWALK, CURB & GUTTER AND OTHER POURED CONCRETE ITEMS ARE TO BE REMOVED TO AN EXISTING EXPANSION OR CONTRACTION JOINT. SAW CUT AS NECESSARY FOR A NEAT EDGE OF REMOVAL.
8. ALL REMOVAL ITEMS SHALL BECOME THE PROPERTY OF THE CONTRACTOR UNLESS SPECIFIED OTHERWISE AND SHALL BE DISPOSED OF OFF-SITE IN A MANNER MEETING ALL APPLICABLE REGULATIONS.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL AND REPLACEMENT OF ALL SIGNS, MAILBOXES, ETC.
10. ANY DAMAGE TO ITEMS NOT NOTED TO BE REMOVED SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE REPAIRED OR REPLACED TO ORIGINAL CONDITION WITH NO ADDITIONAL COMPENSATION.

PROJECT BENCHMARK

ORIGINATING BENCHMARK: MNDOT 2780R, LOCATED IN THE NORTH OF COUNTY ROAD 81, WEST OF INTERSTATE NO. 84.
ELEVATION = 966.22 FEET (NGVD29)

SITE BENCHMARK: SOUTHERLY BUILDING THRESHOLD SHOWN HEREON.
ELEVATION = 953.06 FEET (NGVD29)

CALL BEFORE YOU DIG!
Gopher State One Call
TWIN CITY AREA: 651-454-0002
TOLL FREE: 1-800-252-1166

WARNING:

THE CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING FOR LOCATIONS OF ALL EXISTING UTILITIES. THEY SHALL COOPERATE WITH ALL UTILITY COMPANIES IN MAINTAINING THEIR SERVICE AND / OR RELOCATION OF LINES.

THE CONTRACTOR SHALL CONTACT GOPHER STATE ONE CALL AT 651-454-0002 AT LEAST 48 HOURS IN ADVANCE FOR THE LOCATIONS OF ALL UNDERGROUND WIRES, CABLES, CONDUITS, PIPES, MANHOLES, VALVES OR OTHER BURIED STRUCTURES BEFORE DIGGING. THE CONTRACTOR SHALL REPAIR OR REPLACE THE ABOVE WHEN DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.

0 30 60
SCALE IN FEET

TRAILERS PLUS ROGERS
19520 COUNTY ROAD 81
ROGERS, MN 55311

INTERSTATE GROUP, LLC
3800 AIRPORT ROAD
NAMPA, ID 83687

LOUCKS
PLANNING
CIVIL ENGINEERING
LAND SURVEYING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
12755 Highway 55, Suite R100
Plymouth 55441
763.424.5505
www.loucksinc.com

CADD QUALIFICATION

CADD files prepared by the Consultant for this project are instruments of the Consultant professional services for use solely with respect to this project. These CADD files shall not be used on other projects, for additions to this project, or for completion of this project by others without written approval by the Consultant. With the Consultant's approval, others may be permitted to obtain copies of the CADD drawing files for information and reference only. All intentional or unintentional revisions, additions, or deletions to these CADD files shall be made at the full risk of that party making such revisions, additions or deletions and that party shall hold harmless and indemnify the Consultant from any & all responsibilities, claims, and liabilities.

SUBMITTAL/REVISIONS

02/06/26	CITY SUBMITTAL

PROFESSIONAL SIGNATURE

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

PRELIMINARY

Licensed Professional Engineer - Zachary H. Webber - PE
License Number 56092
Date

QUALITY CONTROL

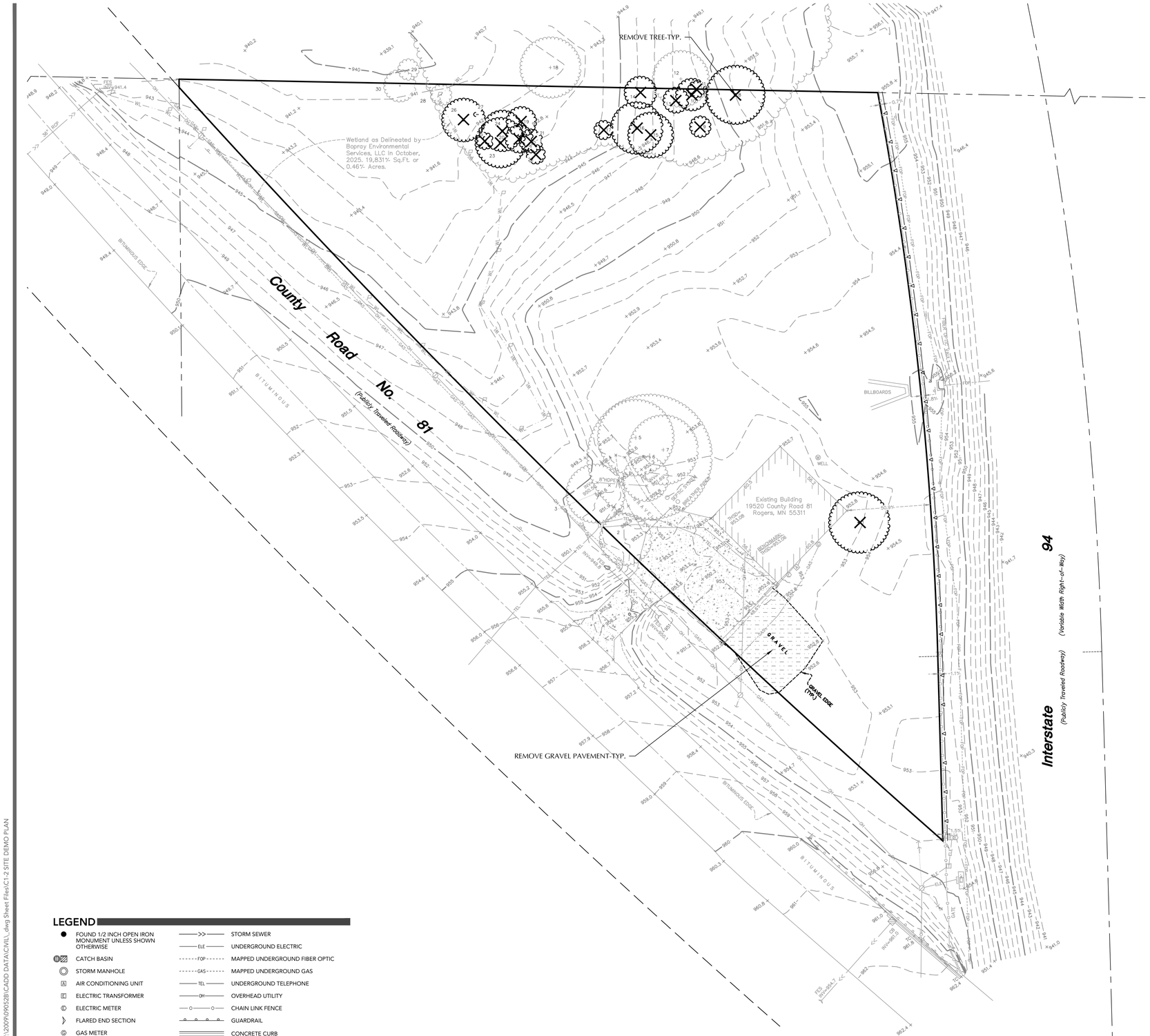
Loucks Project No.	090052B
Project Lead	MJS
Drawn By	ZHW
Checked By	ZHW/MJS
Review Date	02/06/26

SHEET INDEX

C0-1	COVER SHEET
C1-1	EXISTING CONDITIONS
C1-2	DEMOLITION PLAN
C2-1	SITE PLAN
C3-1	GRADING PLAN
C3-2 - C3-3	SWPPP & NOTES
C4-1	UTILITY PLAN
C8-1 - C8-2	DETAILS
L0-1	TREE PRESERVATION PLAN
L1-1	LANDSCAPE NOTES
L2-1	LANDSCAPE PLAN
L5-1	LANDSCAPE DETAILS

EXISTING CONDITIONS PLAN
C1-1

Plotted: 02 /06 / 2026 2:46 PM W:\2009\090528\CADD DATA\CIVIL dwg Sheet Files\C1-1 EXISTING CONDITIONS



LEGEND

- FOUND 1/2 INCH OPEN IRON MONUMENT UNLESS SHOWN OTHERWISE
- CATCH BASIN
- STORM MANHOLE
- AIR CONDITIONING UNIT
- ELECTRIC TRANSFORMER
- ELECTRIC METER
- FLARED END SECTION
- GAS METER
- GUY WIRE
- POWER POLE
- TELEPHONE PEDESTAL
- SIGN
- WETLAND FLAG
- SCHEDULE B II ITEM
- STORM SEWER
- UNDERGROUND ELECTRIC
- MAPPED UNDERGROUND FIBER OPTIC
- MAPPED UNDERGROUND GAS
- UNDERGROUND TELEPHONE
- OVERHEAD UTILITY
- CHAIN LINK FENCE
- GUARDRAIL
- CONCRETE CURB
- WETLAND
- EXISTING BUILDING
- 972 CONTOUR
- ×972.5 SPOT ELEVATION
- TREE LINE / DRIP LINE
- CONTROLLED ACCESS

SITE DEMOLITION NOTES

1. CONTRACTOR SHALL REMOVE AND/OR RELOCATE EXISTING PRIVATE UTILITIES AS NECESSARY. CONTRACTOR TO COORDINATE ACTIVITIES WITH UTILITY COMPANIES & OWNER.
2. CLEAR AND GRUB AND REMOVE ALL TREES NOTED FOR REMOVAL, VEGETATION AND SITE DEBRIS WITHIN CONSTRUCTION LIMITS PRIOR TO GRADING. STRIP TOP SOIL AND STOCKPILE ON-SITE. ALL REMOVED MATERIAL SHALL BE HAULED FROM THE SITE DAILY. ALL CLEARING AND GRUBBING AND REMOVALS SHALL BE PERFORMED PER THE CONTRACT SPECIFICATIONS. EROSION CONTROL MEASURES SHALL BE IMMEDIATELY ESTABLISHED UPON REMOVAL. SEE THE STORMWATER POLLUTION PREVENTION PLAN (SWPPP).
3. CONTRACTOR SHALL PROTECT SURFACE AND SUBSURFACE FEATURES NOT NOTED FOR REMOVAL. CONTRACTOR TO NOTIFY ENGINEER WITH ANY CONFLICTS OR PLAN DISCREPANCIES.
4. CONTRACTOR TO SCHEDULE PRE-CONSTRUCTION MEETING(S) WITH UTILITY OWNER(S) TO DISCUSS DISCONNECTIONS AND/OR RELOCATIONS.
5. REFER TO TREE INVENTORY, TREE PRESERVATION, AND TREE REPLACEMENT PLAN FOR REMOVAL AND REPLACEMENT OF ON SITE TREES.
6. CONTRACTOR TO VERIFY LOCATION OF SEPTIC FIELD(S) & WELL(S) ON SITE. COORDINATE REMOVALS AND/OR ABANDONMENT WITH THE APPLICABLE GOVERNING AGENCIES. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING APPLICABLE PERMITS. WELLS ON THE PROPERTY SHALL BE SEALED BY A MINNESOTA DEPARTMENT OF HEALTH (MDH) LICENSED CONTRACTOR.
7. BITUMINOUS PAVEMENT REMOVALS ARE TO BE MADE TO A VERTICAL SAW CUT OR TO A NEAT MILLED EDGE.
8. CONCRETE PAVEMENT, SIDEWALK, CURB & GUTTER AND OTHER POURED CONCRETE ITEMS ARE TO BE REMOVED TO AN EXISTING EXPANSION OR CONTRACTION JOINT. SAW CUT AS NECESSARY FOR A NEAT EDGE OF REMOVAL.
9. ANY DAMAGE TO ITEMS NOT NOTED TO BE REMOVED SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE REPAIRED OR REPLACED TO ORIGINAL CONDITION WITH NO ADDITIONAL COMPENSATION.
10. CONTRACTOR SHALL COORDINATE ALL WORK WITHIN THE PUBLIC RIGHT OF WAY WITH THE APPLICABLE GOVERNING AGENCIES. ALL WORK SHALL BE PERFORMED PER THE REQUIREMENTS OF THE APPLICABLE GOVERNING AGENCIES.
11. CONTRACTOR TO COORDINATE ALL WORK WITHIN THE ADJACENT PROPERTIES WITH THE OWNER AND ADJACENT PROPERTY OWNER.
12. CONTRACTOR TO COORDINATE DEMOLITION PHASING WITH ALL DISCIPLINES INCLUDING BUT NOT LIMITED TO ARCHITECTURAL, STRUCTURAL, ELECTRICAL, MECHANICAL, & OWNER.
13. REFER TO THE GEOTECHNICAL REPORT PREPARED BY XXX, DATED XX, XXXX FOR INFORMATION INCLUDING BUT NOT LIMITED TO GROUNDWATER CONDITIONS AND RECOMMENDATIONS FOR EXCAVATION DEWATERING.
14. THE CONTRACTOR SHALL COORDINATE WITH THE OWNER FOR ANY REPAIRS TO THE IRRIGATION SYSTEM THAT IS AFFECTED DURING CONSTRUCTION.

DEMOLITION LEGEND

- REMOVE EXISTING BUILDING
- REMOVE EXISTING BITUMINOUS PAVING
- REMOVE EXISTING CONCRETE PAVING, SIDEWALKS, ETC.
- MILL AND OVERLAY EXISTING PARKING LOT
- REMOVE EXISTING GRAVEL
- REMOVE EXISTING TREES/WOODS
- REMOVE EXISTING CURB & GUTTER, RETAINING WALLS, FENCE, ETC.
- REMOVE EXISTING UTILITIES
- REMOVE EXISTING MANHOLES, POWER POLES, LIGHT POLES, BOLLARDS, PARKING METERS, SIGNS, ETC.
- REMOVE EXISTING TREES
- TREE PROTECTION FENCE

CALL BEFORE YOU DIG!

Gopher State One Call

TWIN CITY AREA: 651-454-0002
TOLL FREE: 1-800-252-1166

WARNING:

THE CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING FOR LOCATIONS OF ALL EXISTING UTILITIES. THEY SHALL COOPERATE WITH ALL UTILITY COMPANIES IN MAINTAINING THEIR SERVICE AND / OR RELOCATION OF LINES.

THE CONTRACTOR SHALL CONTACT GOPHER STATE ONE CALL AT 651-454-0002 AT LEAST 48 HOURS IN ADVANCE FOR THE LOCATIONS OF ALL UNDERGROUND WIRES, CABLES, CONDUITS, PIPES, MANHOLES, VALVES OR OTHER BURIED STRUCTURES BEFORE DIGGING. THE CONTRACTOR SHALL REPAIR OR REPLACE THE ABOVE WHEN DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.

N

0 30 60

SCALE IN FEET

TRAILERS PLUS ROGERS

19520 COUNTY ROAD 81
ROGERS, MN 55311

INTERSTATE GROUP, LLC

3800 AIRPORT ROAD
NAMPA, ID 83687

LOUCKS

PLANNING
CIVIL ENGINEERING
LAND SURVEYING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL

12755 Highway 55, Suite R100
Plymouth 55441
763.424.5505
www.loucksinc.com

CADD QUALIFICATION

CADD files prepared by the Consultant for this project are instruments of the Consultant professional services for use solely with respect to this project. These CADD files shall not be used on other projects, for additions to this project, or for completion of this project by others without written approval by the Consultant. With the Consultant's approval, others may be permitted to obtain copies of the CADD drawing files for information and reference only. All intentional or unintentional revisions, additions, or deletions to these CADD files shall be made at the full risk of that party making such revisions, additions or deletions and that party shall hold harmless and indemnify the Consultant from any & all responsibilities, claims, and liabilities.

SUBMITTAL/REVISIONS

02/06/26	CITY SUBMITTAL

PROFESSIONAL SIGNATURE

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

PRELIMINARY

Name: [illegible] Zuleger, PE
License No. 58094
Date

QUALITY CONTROL

Loucks Project No.	090052B
Project Lead	MDS
Drawn By	ZHW
Checked By	ZHW/MDS
Review Date	02/06/26

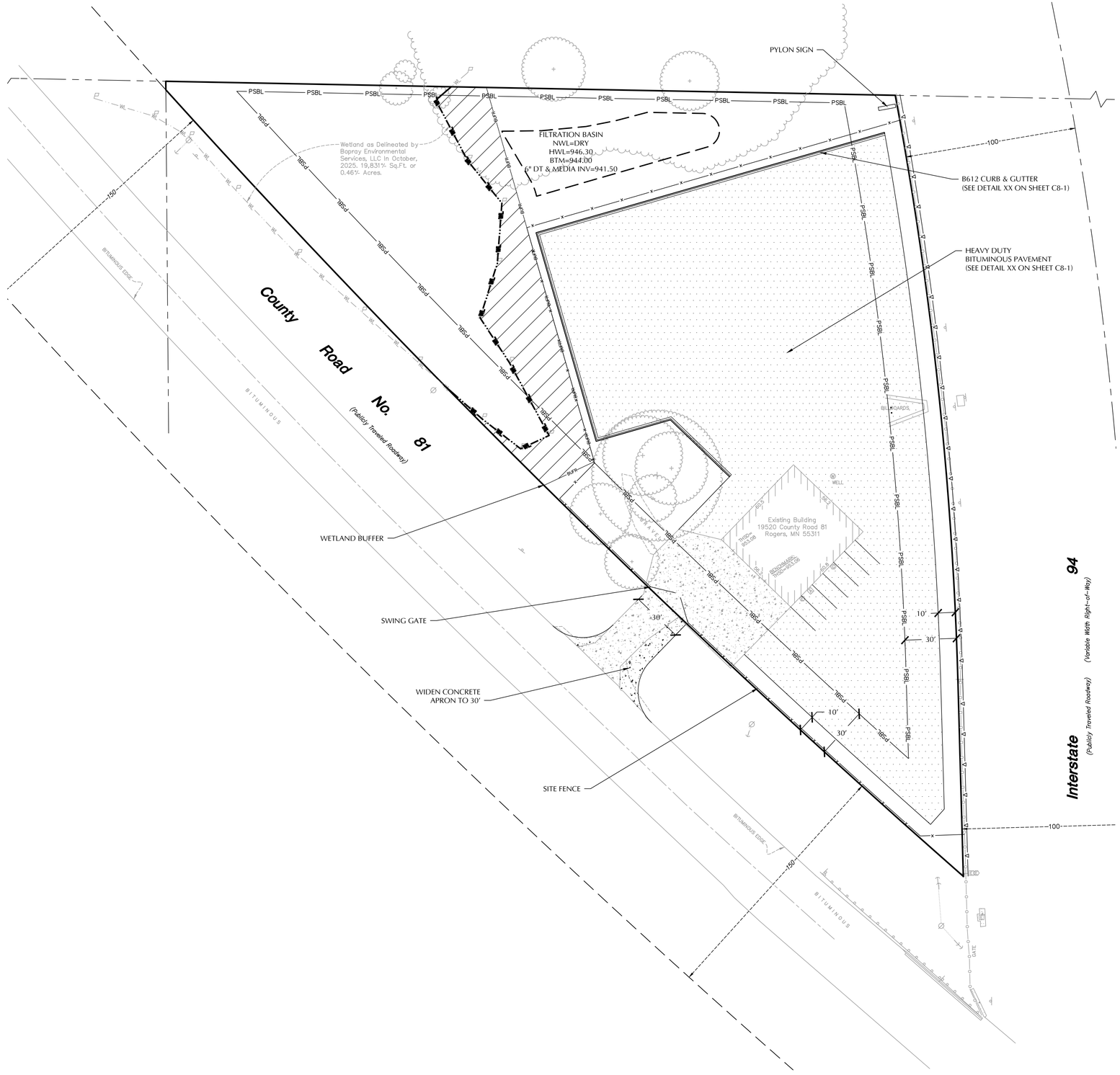
SHEET INDEX

C0-1	COVER SHEET
C1-1	EXISTING CONDITIONS
C1-2	DEMOLITION PLAN
C2-1	SITE PLAN
C3-1	GRADING PLAN
C3-2 - C3-3	SWPPP & NOTES
C4-1	UTILITY PLAN
C8-1 - C8-2	DETAILS
L0-1	TREE PRESERVATION PLAN
L1-1	LANDSCAPE NOTES
L2-1	LANDSCAPE PLAN
L5-1	LANDSCAPE DETAILS

SITE DEMOLITION PLAN

C1-2

Plotted: 02/06/2026 2:46 PM W:\2009\090052B\CADD DATA\CIVIL_dwg Sheet Files\C1-2 SITE DEMO PLAN



PAVEMENT LEGEND

- DENOTES LIGHT DUTY BITUMINOUS PAVEMENT
- DENOTES HEAVY DUTY BITUMINOUS PAVEMENT
- DENOTES CONCRETE PAVEMENT
- DENOTES CONCRETE SIDEWALK

CURB TYPES

- B612 CURB & GUTTER (STANDARD)
- B612 CURB & GUTTER (TIP OUT)
- FLAT CURB & GUTTER (STANDARD)
- FLAT CURB & GUTTER (TIP OUT)

NOTE:
SEE CURB & GUTTER DETAILS ON SHEET C8-1.

LEGEND

EXISTING		PROPOSED
	CATCH BASIN	
	STORM MANHOLE	
	FLARED END SECTION	
	SANITARY MANHOLE	
	HYDRANT	
	GATE VALVE	
	POST INDICATOR VALVE	PIV
	WATER MANHOLE / WELL	
	LIGHT POLE	
	POWER POLE	
	ELECTRIC METER	
	GAS METER	
	TELEPHONE PEDESTAL	
	SIGN	
BM#	BENCHMARK	
B-	SOIL BORING	B-
2	PARKING STALL COUNT	2
	ACCESSIBLE PARKING STALL	
>>	STORM SEWER	>>
>> DT	DRAINTILE	>> DT
>	SANITARY SEWER	>
FM	FORCEMAIN	FM
I	WATERMAIN	I
S	SANITARY SEWER SERVICE	S
W	WATER SERVICE	W
ELE	UNDERGROUND ELECTRIC	ELE
FO	UNDERGROUND FIBER OPTIC	FO
GAS	UNDERGROUND GAS	GAS
TEL	UNDERGROUND TELEPHONE	TEL
OH	OVERHEAD UTILITY	OH
X X	FENCE	X X
O O	CHAIN LINK FENCE	O O
	CONCRETE CURB	
	RETAINING WALL	
	CONCRETE	
	NO PARKING	
	BUILDING	
972	CONTOUR	972
x 972.5	SPOT ELEVATION	x 972.5
1.0%	DIRECTION OF FLOW	1.0%
	TREE LINE	
	PARKING SETBACK LINE	PSBL
	BUILDING SETBACK LINE	BSBL

GENERAL NOTES

1. MINNESOTA STATE STATUTE REQUIRES NOTIFICATION PER "GOPHER STATE ONE CALL" PRIOR TO COMMENCING ANY GRADING, EXCAVATION OR UNDERGROUND WORK.
2. THE CONTRACTOR SHALL FIELD VERIFY LOCATIONS AND ELEVATIONS OF EXISTING UTILITIES AND TOPOGRAPHIC FEATURES PRIOR TO COMMENCEMENT OF CONSTRUCTION ACTIVITY. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES OR VARIATIONS FROM THE PLANS.
3. THE CONTRACTOR SHALL TAKE ALL PRECAUTIONS NECESSARY TO AVOID PROPERTY DAMAGE TO ADJACENT PROPERTIES DURING THE CONSTRUCTION PHASE OF THIS PROJECT. THE CONTRACTOR WILL BE HELD RESPONSIBLE FOR ANY DAMAGES TO ADJACENT PROPERTIES OCCURRING DURING THE CONSTRUCTION PHASE OF THIS PROJECT.
4. THE CONTRACTOR WILL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING TRAFFIC CONTROL DEVICES TO CONTROL THE MOVEMENT OF TRAFFIC WHERE NECESSARY. ALL TRAFFIC CONTROL SHALL BE PROVIDED BY THE CONTRACTOR AND SHALL BE ESTABLISHED PER THE REQUIREMENTS OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND THE APPLICABLE GOVERNING AGENCIES. PLACEMENT OF THESE DEVICES SHALL BE APPROVED BY THE ENGINEER PRIOR TO PLACEMENT. ALL PUBLIC STREETS SHALL BE OPEN TO TRAFFIC AT ALL TIMES UNLESS APPROVED BY THE GOVERNING AGENCY.
5. IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS ON THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING THE PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS.
6. THE DUTY OF THE ENGINEER OR THE DEVELOPER TO CONDUCT CONSTRUCTION REVIEW OF THE CONTRACTORS PERFORMANCE IS NOT INTENDED TO INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTORS SAFETY MEASURES IN, OR NEAR THE CONSTRUCTION SITE.
7. BEFORE BEGINNING CONSTRUCTION THE CONTRACTOR SHALL INSTALL EROSION AND SEDIMENTATION CONTROL MEASURES IN ACCORDANCE WITH NPDES PERMIT REQUIREMENTS, BEST MANAGEMENT PRACTICES, STATE AND LOCAL REQUIREMENTS AND THE ASSOCIATED PROJECT PLANS AND DETAILS.
8. ALL CONSTRUCTION PERMITS, APPLICATIONS, BONDS, AND FEES ARE THE RESPONSIBILITY OF THE CONTRACTOR.
9. ALL ENTRANCES, CONNECTIONS TO CITY STREETS, SIDEWALKS, CURBS AND RAMPS IN THE RIGHT-OF-WAY SHALL BE CONSTRUCTED PER THE REQUIREMENTS OF THE STATE AND LOCAL JURISDICTIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PERMITS AND NOTIFICATIONS AS REQUIRED.
10. ADJUST ALL EXISTING STRUCTURES, BOTH PUBLIC AND PRIVATE TO THE PROPOSED GRADES WHERE DISTURBED AND COMPLY WITH ALL REQUIREMENTS OF THE UTILITY OWNERS. STRUCTURES BEING RESET TO PAVED AREAS MUST MEET OWNERS REQUIREMENTS FOR TRAFFIC LOADING.

CALL BEFORE YOU DIG!

Gopher State One Call

TWIN CITY AREA: 651-454-0002
TOLL FREE: 1-800-252-1166

WARNING:

THE CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING FOR LOCATIONS OF ALL EXISTING UTILITIES. THEY SHALL COOPERATE WITH ALL UTILITY COMPANIES IN MAINTAINING THEIR SERVICE AND / OR RELOCATION OF LINES.

THE CONTRACTOR SHALL CONTACT GOPHER STATE ONE CALL AT 651-454-0002 AT LEAST 48 HOURS IN ADVANCE FOR THE LOCATIONS OF ALL UNDERGROUND WIRES, CABLES, CONDUITS, PIPES, MANHOLES, VALVES OR OTHER BURIED STRUCTURES BEFORE DIGGING. THE CONTRACTOR SHALL REPAIR OR REPLACE THE ABOVE WHEN DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.

N

0 30 60
SCALE IN FEET

TRAILERS PLUS ROGERS

19520 COUNTY ROAD 81
ROGERS, MN 55311

INTERSTATE GROUP, LLC

3800 AIRPORT ROAD
NAMPA, ID 83687

LOUCKS

PLANNING
CIVIL ENGINEERING
LAND SURVEYING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL

12755 Highway 55, Suite R100
Plymouth 55441
763.424.5505
www.loucksinc.com

CADD QUALIFICATION

CADD files prepared by the Consultant for this project are instruments of the Consultant professional services for use solely with respect to this project. These CADD files shall not be used on other projects, for additions to this project, or for completion of this project by others without written approval by the Consultant. With the Consultant's approval, others may be permitted to obtain copies of the CADD drawing files for information and reference only. All intentional or unintentional revisions, additions, or deletions to these CADD files shall be made at the full risk of that party making such revisions, additions or deletions and that party shall hold harmless and indemnify the Consultant from any & all responsibilities, claims, and liabilities.

SUBMITTAL/REVISIONS

02/06/26	CITY SUBMITTAL

PROFESSIONAL SIGNATURE

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

PRELIMINARY

Licensed Professional Engineer - Zachary H. Webber - PE
License Number 56092
Date

QUALITY CONTROL

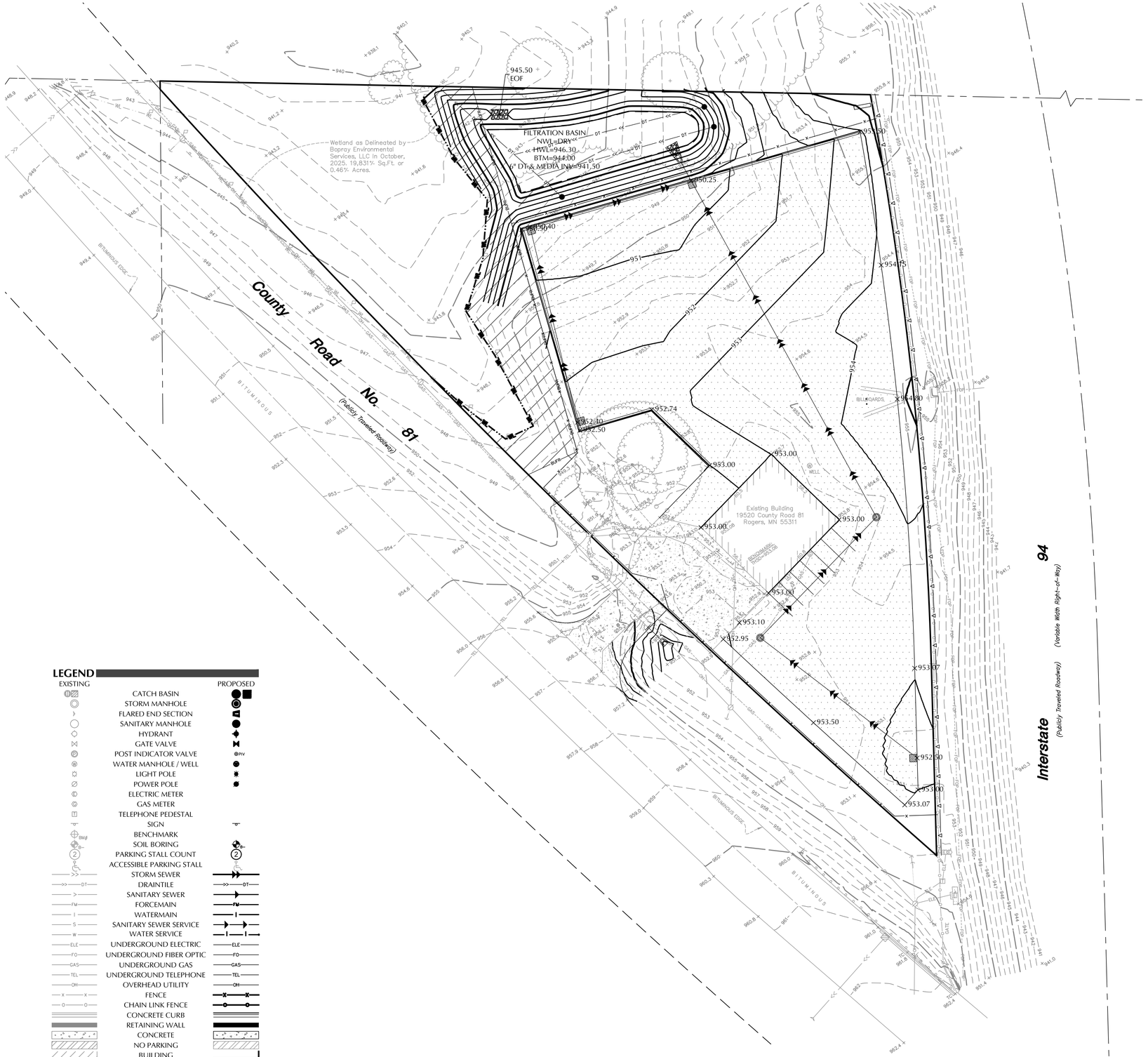
Loucks Project No.	090052B
Project Lead	MJS
Drawn By	ZHW
Checked By	ZHW/MJS
Review Date	02/06/26

SHEET INDEX

C0-1	COVER SHEET
C1-1	EXISTING CONDITIONS
C1-2	DEMOLITION PLAN
C2-1	SITE PLAN
C3-1	GRADING PLAN
C3-2 - C3-3	SWPPP & NOTES
C4-1	UTILITY PLAN
C8-1 - C8-2	DETAILS
L0-1	TREE PRESERVATION PLAN
L1-1	LANDSCAPE NOTES
L2-1	LANDSCAPE PLAN
L5-1	LANDSCAPE DETAILS

SITE PLAN
C2-1

Plotted: 02 /06 / 2026 2:47 PM W:\2009\090052B\CADD DATA\CIVIL_dwg Sheet Files\C2-1 SITE PLAN



LEGEND

EXISTING		PROPOSED
	CATCH BASIN	
	STORM MANHOLE	
	FLARED END SECTION	
	SANITARY MANHOLE	
	HYDRANT	
	GATE VALVE	
	POST INDICATOR VALVE	PIV
	WATER MANHOLE / WELL	
	LIGHT POLE	
	POWER POLE	
	ELECTRIC METER	
	GAS METER	
	TELEPHONE PEDESTAL	
	SIGN	
BM#	BENCHMARK	
B-	SOIL BORING	B-
(2)	PARKING STALL COUNT	(2)
	ACCESSIBLE PARKING STALL	
SS	STORM SEWER	
DT	DRAINTILE	DT
S	SANITARY SEWER	
FM	FORCEMAIN	FM
W	WATERMAIN	W
S	SANITARY SEWER SERVICE	
W	WATER SERVICE	W
ELE	UNDERGROUND ELECTRIC	ELE
FO	UNDERGROUND FIBER OPTIC	FO
GAS	UNDERGROUND GAS	GAS
TEL	UNDERGROUND TELEPHONE	TEL
OH	OVERHEAD UTILITY	OH
X	FENCE	X
O	CHAIN LINK FENCE	O
	CONCRETE CURB	
	RETAINING WALL	
	CONCRETE	
	NO PARKING	
	BUILDING	
972	CONTOUR	972
972.5	SPOT ELEVATION	972.5
1.0%	DIRECTION OF FLOW	1.0%
	TREE LINE	
PSBL	PARKING SETBACK LINE	PSBL
BSBL	BUILDING SETBACK LINE	BSBL

GRADING, DRAINAGE & EROSION CONTROL NOTES

1. SPOT ELEVATIONS REPRESENT FINISHED SURFACE GRADES, GUTTER/FLOW LINE, FACE OF BUILDING, OR EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.
2. ALL ACCESSIBLE ROUTES SHALL BE CONSTRUCTED WITH A CROSS SLOPE NOT EXCEEDING 2% AND A RUNNING SLOPE NOT EXCEEDING 5%.
3. AT TURNING POINTS ALONG THE ACCESSIBLE ROUTE THE PAVEMENT SHALL NOT EXCEED 2% IN ANY DIRECTION FOR AN AREA 60" IN DIAMETER.
4. ALL PUBLIC SIDEWALKS SHALL BE CONSTRUCTED WITH A CROSS SLOPE NOT EXCEEDING 2% AND A RUNNING SLOPE NOT EXCEEDING 5%.
5. CATCH BASINS AND MANHOLES IN PAVED AREAS SHALL BE SUMPED 0.04 FEET. ALL CATCH BASINS IN GUTTERS SHALL BE SUMPED 0.16 FEET. RIM ELEVATIONS SHOWN ON PLANS DO NOT REFLECT SUMPED ELEVATIONS.
6. REFER TO GEOTECHNICAL EVALUATION REPORT (REPORT XXX), DATED XX XX, XXXX AS PREPARED BY XXX, FOR AN EXISTING SUBSURFACE SITE CONDITION ANALYSIS AND CONSTRUCTION RECOMMENDATIONS INCLUDING BUT NOT LIMITED TO:
   - A. REUSE OF ON-SITE SOILS
   - B. GROUNDWATER AND RECOMMENDATIONS FOR EXCAVATION DEWATERING.
   - C. SITE GRADING AND SUBGRADE PREPARATION.
   - D. PAVEMENTS AND EXTERIOR SLABS.
   - E. TRENCH EXCAVATION AND BACKFILL.
   - F. EXTERIOR UTILITY SUPPORTS.
   - G. FROST PROTECTION.
7. GRADING, INCLUDING BUT NOT LIMITED TO EXCAVATION AND BACKFILL, OF THE FILTRATION AREA(S) SHALL BE ACCOMPLISHED USING LOW-IMPACT EARTH-MOVING EQUIPMENT TO PREVENT COMPACTION OF THE UNDERLYING SOILS. SMALL TRACKED DOZERS AND BOBCATS WITH RUNNER TRACKS ARE RECOMMENDED. NO WHEELED MACHINES SHALL BE USED.
8. CITY AND WATERSHED SHALL BE NOTIFIED AT LEAST 24 HOURS PRIOR TO CONSTRUCTION OF STORMWATER BMPS.
9. ALL DISTURBED UNPAVED AREAS ARE TO RECEIVE MINIMUM OF 4 INCHES OF TOP SOIL AND SEED/MULCH OR SOD. THESE AREAS SHALL BE WATERED/MAINTAINED BY THE CONTRACTOR UNTIL VEGETATION IS ESTABLISHED. REFER TO THE LANDSCAPE PLANS, DETAILS AND SPECIFICATIONS FOR FINAL SITE STABILIZATION.
10. STREETS MUST BE CLEANED AND SWEPT WHENEVER TRACKING OF SEDIMENTS OCCURS AND BEFORE SITES ARE LEFT IDLE FOR WEEKENDS AND HOLIDAYS. A REGULAR SWEEPING SCHEDULE MUST BE ESTABLISHED.
11. DUST MUST BE ADEQUATELY CONTROLLED.
12. SEE SWPPP FOR ADDITIONAL EROSION CONTROL NOTES AND REQUIREMENTS.
13. SEE UTILITY PLAN FOR WATERMAIN, STORM SEWER, AND SANITARY SEWER INFORMATION.
14. SEE SITE PLAN FOR CURB AND BITUMINOUS TAPER LOCATIONS.
15. REFERENCE ARCHITECTURAL AND STRUCTURAL DRAWINGS FOR BUILDING ELEVATIONS.
16. THE CONTRACTOR ALONG WITH THE OWNER SHALL OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM GOVERNING AUTHORITIES, INCLUDING ANY CITY PERMITS AND THE NPDES PERMIT.
17. INSTALL EROSION CONTROL AND TREE PROTECTION MEASURES BEFORE BEGINNING SITE GRADING ACTIVITIES. SOME EROSION CONTROLS SUCH AS BALE CHECKS AND TEMPORARY SILT PONDS MAY BE INSTALLED AS GRADING OCCURS IN SPECIFIC AREAS. MAINTAIN EROSION CONTROLS THROUGHOUT THE GRADING PROCESS AND REMOVE WHEN TURF HAS BEEN ESTABLISHED.
18. PER NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM/STATE DISPOSAL SYSTEM (NPDES/SDS) REQUIREMENTS, THE WASHOUT AND CLEANOUT OF STUCCO, PAINT, CONCRETE, FORM RELEASE OILS, CURING COMPOUNDS, AND OTHER CONSTRUCTION MATERIALS SHALL BE PROPERLY CONTAINED AND DISPOSED OF. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND USING APPROVED METHODS OF CONTAINMENT SUCH AS PRE-FABRICATED WASHOUT CONTAINERS, CONCRETE WASHOUT TOTE, READY MIX TRUCKS WITH SELF-CONTAINED CHUTE CLEANOUT, ETC.
19. CONTRACTOR SHALL PROVIDE AS-BUILT INFORMATION OF GRADING ACTIVITIES AS NEEDED PER APPLICABLE PERMIT REQUIREMENTS AND/OR DEVELOPMENT AGREEMENTS.

CALL BEFORE YOU DIG!

Gopher State One Call

TWIN CITY AREA: 651-454-0002
TOLL FREE: 1-800-252-1166

WARNING:

THE CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING FOR LOCATIONS OF ALL EXISTING UTILITIES. THEY SHALL COOPERATE WITH ALL UTILITY COMPANIES IN MAINTAINING THEIR SERVICE AND / OR RELOCATION OF LINES.

THE CONTRACTOR SHALL CONTACT GOPHER STATE ONE CALL AT 651-454-0002 AT LEAST 48 HOURS IN ADVANCE FOR THE LOCATIONS OF ALL UNDERGROUND WIRES, CABLES, CONDUITS, PIPES, MANHOLES, VALVES OR OTHER BURIED STRUCTURES BEFORE DIGGING. THE CONTRACTOR SHALL REPAIR OR REPLACE THE ABOVE WHEN DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.

N

0 30 60

SCALE IN FEET

TRAILERS PLUS ROGERS

19520 COUNTY ROAD 81
ROGERS, MN 55311

INTERSTATE GROUP, LLC

3800 AIRPORT ROAD
NAMPA, ID 83687

LOUCKS

PLANNING
CIVIL ENGINEERING
LAND SURVEYING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL

12755 Highway 55, Suite R100
Plymouth 55441
763.424.5505
www.loucksinc.com

CADD QUALIFICATION

CADD files prepared by the Consultant for this project are instruments of the Consultant professional services for use solely with respect to this project. These CADD files shall not be used on other projects, for additions to this project, or for completion of this project by others without written approval by the Consultant. With the Consultant's approval, others may be permitted to obtain copies of the CADD drawing files for information and reference only. All intentional or unintentional revisions, additions, or deletions to these CADD files shall be made at the full risk of that party making such revisions, additions or deletions and that party shall hold harmless and indemnify the Consultant from any & all responsibilities, claims, and liabilities.

SUBMITTAL/REVISIONS

02/06/26	CITY SUBMITTAL

PROFESSIONAL SIGNATURE

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

PRELIMINARY

Licensed Professional Engineer: Zachary H. Webber - PE
Date: License Number: 56092

QUALITY CONTROL

Loucks Project No.	090052B
Project Lead	MJS
Drawn By	ZHW
Checked By	ZHW/MJS
Review Date	02/06/26

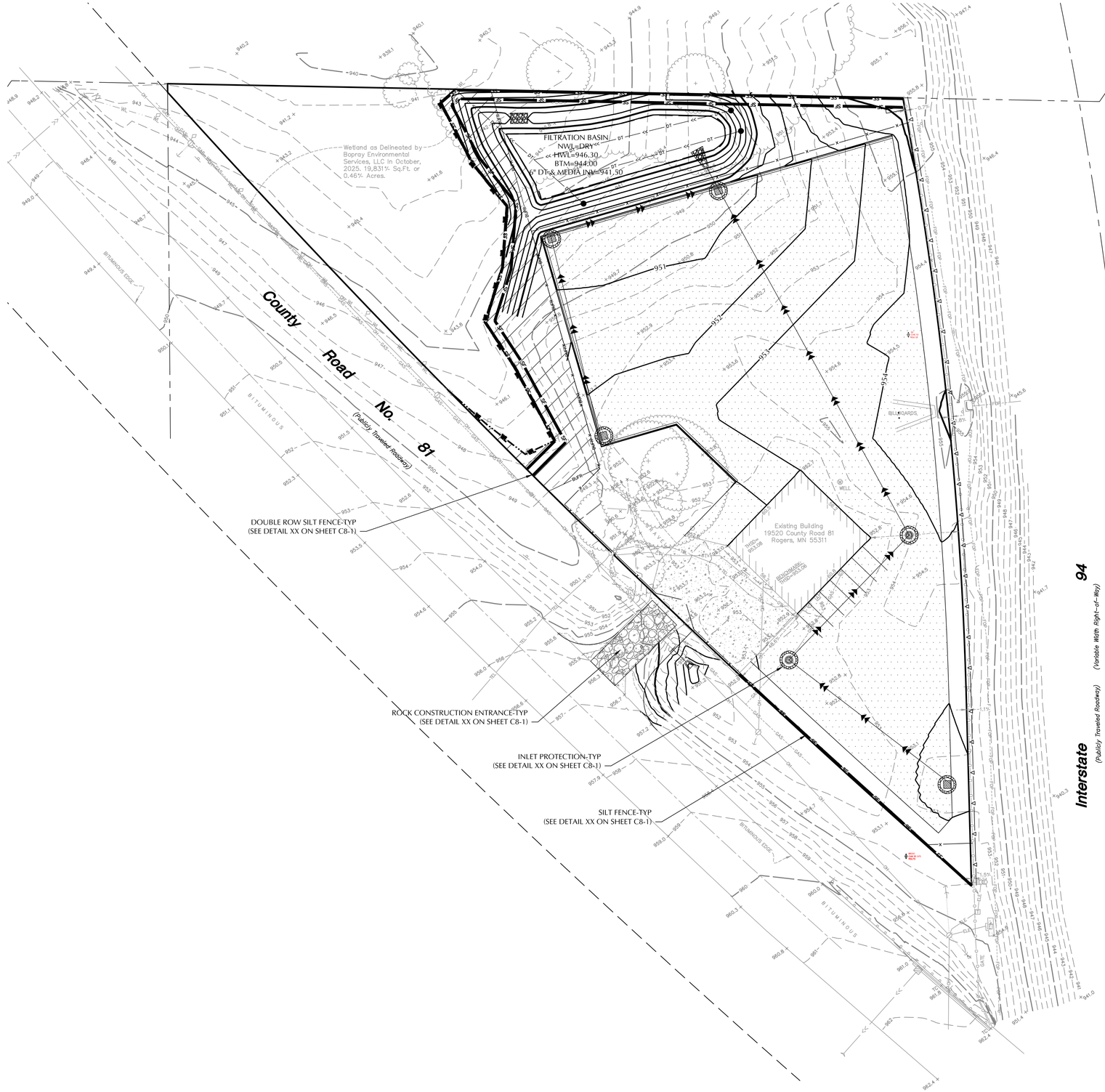
SHEET INDEX

C0-1	COVER SHEET
C1-1	EXISTING CONDITIONS
C1-2	DEMOLITION PLAN
C2-1	SITE PLAN
C3-1	GRADING PLAN
C3-2 - C3-3	SWPPP & NOTES
C4-1	UTILITY PLAN
C8-1 - C8-2	DETAILS
L0-1	TREE PRESERVATION PLAN
L1-1	LANDSCAPE NOTES
L2-1	LANDSCAPE PLAN
L5-1	LANDSCAPE DETAILS

GRADING PLAN

C3-1

Plotted: 02/06/2026 2:47 PM W:\2009\090052B\CADD DATA\CIVIL_dwg Sheet Files\C3-1 GRADING PLAN



GENERAL NOTES

SEE SHEET C3-3 FOR SWPPP NOTES AND C8-1 FOR SWPPP DETAILS.

SWPPP LEGEND

- SF — SILT FENCE
- BIO ROLLS
- INLET PROTECTION
- EXISTING DRAINAGE PATTERN
- PROPOSED DRAINAGE PATTERN
- EROSION CONTROL BLANKET

CALL BEFORE YOU DIG!

Gopher State One Call

TWIN CITY AREA: 651-454-0002
TOLL FREE: 1-800-252-1166

WARNING:

THE CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING FOR LOCATIONS OF ALL EXISTING UTILITIES. THEY SHALL COOPERATE WITH ALL UTILITY COMPANIES IN MAINTAINING THEIR SERVICE AND / OR RELOCATION OF LINES.

THE CONTRACTOR SHALL CONTACT GOPHER STATE ONE CALL AT 651-454-0002 AT LEAST 48 HOURS IN ADVANCE FOR THE LOCATIONS OF ALL UNDERGROUND WIRES, CABLES, CONDUITS, PIPES, MANHOLES, VALVES OR OTHER BURIED STRUCTURES BEFORE DIGGING. THE CONTRACTOR SHALL REPAIR OR REPLACE THE ABOVE WHEN DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.

0 30 60
SCALE IN FEET

TRAILERS PLUS ROGERS

19520 COUNTY ROAD 81
ROGERS, MN 55311

INTERSTATE GROUP, LLC

3800 AIRPORT ROAD
NAMPA, ID 83687

LOUCKS

PLANNING
CIVIL ENGINEERING
LAND SURVEYING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL

12755 Highway 55, Suite R100
Plymouth 55441
763.424.5505
www.loucksinc.com

CADD QUALIFICATION

CADD files prepared by the Consultant for this project are instruments of the Consultant professional services for use solely with respect to this project. These CADD files shall not be used on other projects, for additions to this project, or for completion of this project by others without written approval by the Consultant. With the Consultant's approval, others may be permitted to obtain copies of the CADD drawing files for information and reference only. All intentional or unintentional revisions, additions, or deletions to these CADD files shall be made at the full risk of that party making such revisions, additions or deletions and that party shall hold harmless and indemnify the Consultant from any & all responsibilities, claims, and liabilities.

SUBMITTAL/REVISIONS

02/06/26 CITY SUBMITTAL

PROFESSIONAL SIGNATURE

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

PRELIMINARY

License No. Zachary H. Webber - PE 56092
Date

QUALITY CONTROL

Loucks Project No.	090052B
Project Lead	MJS
Drawn By	ZHW
Checked By	ZHW/MJS
Review Date	02/06/26

SHEET INDEX

C0-1	COVER SHEET
C1-1	EXISTING CONDITIONS
C1-2	DEMOLITION PLAN
C2-1	SITE PLAN
C3-1	GRADING PLAN
C3-2 - C3-3	SWPPP & NOTES
C4-1	UTILITY PLAN
C8-1 - C8-2	DETAILS
L0-1	TREE PRESERVATION PLAN
L1-1	LANDSCAPE NOTES
L2-1	LANDSCAPE PLAN
L5-1	LANDSCAPE DETAILS

SWPP PLAN

C3-2

Plotted: 02 /06 / 2026 2:47 PM W:\2009\090052B\CADD DATA\CIVIL_dwg Sheet Files\C3-2 SWPPP PLAN

SWPPP NOTES

1. THE NATURE OF THIS PROJECT WILL CONSIST OF CONSTRUCTING SURFACE PAVEMENTS, UTILITIES, AND AN AT GRADE STORMWATER MANAGEMENT SYSTEMS.

2. THE INTENDED SEQUENCING OF MAJOR CONSTRUCTION ACTIVITIES ARE AS FOLLOWS:

   A. INSTALL VEHICLE TRACKING BMP
   B. INSTALL INLET PROTECTION
   C. INSTALL SILT FENCE AROUND SITE
   D. CLEAR AND GRUB SITE
   E. STRIP AND STOCKPILE TOPSOIL
   F. REMOVE PAVEMENTS AND UTILITIES
   G. ROUGH GRADE SITE
   H. IMPORT CLEAN FILL FOR REPLACEMENT AND BALANCE
   I. INSTALL UTILITIES
   J. INSTALL BUILDING FOUNDATIONS
   K. INSTALL CURB AND GUTTER
   L. INSTALL PAVEMENTS AND WALKS
   M. FINAL GRADE SITE
   N. REMOVE ACCUMULATED SEDIMENT FROM STORMWATER SYSTEMS
   O. SEED AND MULCH
   P. WHEN ALL CONSTRUCTION ACTIVITY IS COMPLETE AND THE SITE IS STABILIZED, REMOVE SILT FENCE, INLET PROTECTION, AND RESEED ANY AREAS DISTURBED BY THE REMOVAL.

3. SITE DATA:

DISTURBED AREA:	1.590 AC
PRE-CONSTRUCTION IMPERVIOUS AREA:	0.220 AC
POST-CONSTRUCTION IMPERVIOUS AREA:	1.249 AC
GENERAL SOIL TYPE:	SEE GEOTECHNICAL EVALUATION REPORT BY XXX
HYDROLOGY INFORMATION:	SEE HYDROLOGY REPORT PREPARED BY LOUCKS

4. EROSION AND SEDIMENT CONTROLS WERE DESIGNED TO EFFECTIVELY CONTROL STORMWATER RUNOFF WITHIN THE PROJECT AREAS. EROSION AND SEDIMENT CONTROL HAVE BEEN PROPOSED TO MINIMIZE CHANNEL EROSION AND SCOUR IN THE IMMEDIATE VICINITY OF DISCHARGE POINTS. FACTORS THAT WERE CONSIDERED INCLUDE PROPOSED IMPERVIOUS AREAS, SLOPE OF IMPERVIOUS SURFACES, STORMWATER INFRASTRUCTURE DISCHARGE POINTS, AND ANNUAL AVERAGE PRECIPITATION DATA FOR THE PROJECT AREA.

5. HENNEPIN COUNTY RECEIVES AN AVERAGE OF 30 INCHES OF PRECIPITATION PER YEAR. THE FOLLOWING COUNTY 24-HOUR STORM EVENTS ARE BASED ON ATLAS 14 RAINFALL DATA:

2-YR	2.87 INCHES
10-YR	4.27 INCHES
100-YR	7.17 INCHES

6. SEE "EXHIBIT: PROPOSED DRAINAGE AREAS" FOR SITE MAP WITH DRAINAGE AREA BOUNDARIES.

7. THE LOCATION OF AREAS NOT TO BE DISTURBED MUST BE IDENTIFIED WITH FLAGS, STAKES, SIGNS, SILT FENCE, ETC. BEFORE CONSTRUCTION BEGINS.

8. CONTRACTOR SHALL INSTALL RAIN GAUGE ON SITE.

9. GROUNDWATER & DEWATERING
   A. REFER TO THE GEOTECHNICAL REPORT PREPARED BY XX DATED XX, XXXX FOR INFORMATION INCLUDING BUT NOT LIMITED TO GROUNDWATER CONDITIONS AND RECOMMENDATIONS FOR EXCAVATION DEWATERING.
   B. FOLLOW LOCAL, STATE, AND FEDERAL REGULATIONS FOR GROUNDWATER PUMPING AND OBTAIN ALL NECESSARY PERMITS. A WATER USE PERMIT FROM THE DNR IS REQUIRED WHEN WITHDRAWING MORE THAN 10,000 GALLONS OF WATER PER DAY OR 1 MILLION GALLONS PER YEAR.
   C. DISPERSE DISCHARGE USING APPROPRIATE ENERGY DISSIPATION MEASURES.
   D. BMPS SHALL BE USED TO PREVENT TURBID OR SEDIMENT LADEN WATERS FROM LEAVING SITE.
   E. DEWATERING SHALL NOT CAUSE NUISANCE CONDITIONS INCLUDING BUT NOT LIMITED TO EROSION OR SCOUR IN THE IMMEDIATE VICINITY OF DISCHARGE POINTS OR INUNDATION OF WETLANDS THAT CAUSES SIGNIFICANT ADVERSE IMPACTS TO THE WETLAND.

10. REFER TO THE GEOTECHNICAL REPORT PREPARED BY XXX DATED XX, XXXX FOR INFORMATION AND RECOMMENDATIONS RELATED TO SOIL CONTAMINATION.

11. ALL DISTURBED GROUND LEFT INACTIVE FOR SEVEN (7) OR MORE DAYS SHALL BE STABILIZED BY SEEDING OR SODDING (ONLY AVAILABLE PRIOR TO SEPTEMBER 15) OR BY MULCHING OR COVERING OR OTHER EQUIVALENT CONTROL MEASURE.

12. ON SLOPES 3:1 OR GREATER MAINTAIN SHEET FLOW AND MINIMIZE RILLS AND/OR GULLIES, SLOPE LENGTHS CAN NOT BE GREATER THAN 75 FEET.

13. ALL STORM DRAINS AND INLETS MUST BE PROTECTED UNTIL ALL SOURCES OF POTENTIAL DISCHARGE ARE STABILIZED.

14. SOIL COMPACTION SHALL BE MINIMIZED DURING CONSTRUCTION.

15. TEMPORARY SOIL STOCKPILES MUST HAVE EFFECTIVE SEDIMENT CONTROL AND CAN NOT BE PLACED IN SURFACE WATERS OR STORM WATER CONVEYANCE SYSTEMS. TEMPORARY STOCKPILES WITHOUT SIGNIFICANT AMOUNT OF SILT, CLAY, OR ORGANIC COMPOUNDS ARE EXEMPT EX: CLEAN AGGREGATE STOCK PILES, DEMOLITION CONCRETE STOCKPILES, SAND STOCKPILES.

16. SEDIMENT CONTROL PRACTICES SHALL BE INSTALLED ON ALL DOWNGRADIENT PERIMETERS AND UPGRADIENT OF ANY BUFFER ZONES.

17. SEDIMENT LADEN WATER MUST BE DISCHARGED TO A SEDIMENTATION BASIN WHENEVER POSSIBLE. IF NOT POSSIBLE, IT MUST BE TREATED WITH THE APPROPRIATE BMP'S.

18. SOLID WASTE MUST BE DISPOSED OF PROPERLY AND MUST COMPLY WITH MPCA DISPOSAL REQUIREMENTS.

19. NO VEHICLE WASHING ALLOWED ON SITE.

20. NO ENGINE DEGREASING IS ALLOWED ON SITE.

21. THE OWNER IS RESPONSIBLE FOR COMPLIANCE WITH ALL TERMS AND CONDITIONS OF THE PERMIT. THE OPERATOR IS RESPONSIBLE FOR COMPLIANCE WITH SECTIONS 3, 4, 6-22, 24 AND APPLICABLE REQUIREMENTS FOR CONSTRUCTION ACTIVITY IN SECTION 23.

22. TERMINATION OF COVERAGE-PERMITTEE(S) WISHING TO TERMINATE COVERAGE MUST SUBMIT A NOTICE OF TERMINATION (NOT) TO THE MPCA. ALL PERMITTEE(S) MUST SUBMIT A NOT WITHIN 30 DAYS AFTER THE FOLLOWING CONDITIONS HAVE BEEN MET:

   A. PERMIT TERMINATION CONDITIONS, PER NPDES PERMIT SECTION 13.1 HAVE BEEN ACHIEVED ON ALL PORTIONS OF THE SITE FOR WHICH THE PERMITTEE IS RESPONSIBLE.
   A.A. PERMANENT UNIFORM PERENNIAL VEGETATIVE COVER MUST BE ESTABLISHED AT 70% DENSITY OF ITS EXPECTED FINAL GROWTH.
   A.B. THE PERMANENT STORMWATER TREATMENT SYSTEM IS CONSTRUCTED, MEETS ALL REQUIREMENTS, AND IS OPERATING AS DESIGNED.
   A.C. ALL TEMPORARY SYNTHETIC EROSION PREVENTION AND SEDIMENT CONTROL BMPS MUST BE REMOVED.
   A.D. CLEAN OUT SEDIMENT FROM CONVEYANCE SYSTEMS AND PERMANENT STORMWATER TREATMENT SYSTEMS (RETURN TO DESIGN CAPACITY).

23. INSPECTIONS
   A. INITIAL INSPECTION FOLLOWING SILT FENCE INSTALLATION BY CITY REPRESENTATIVE IS REQUIRED.
   B. EXPOSED SOIL AREAS: ONCE EVERY 7 DAYS AND WITHIN 24 HOURS FOLLOWING A 0.5" OVER 24 HOUR RAIN EVENT.
   C. STABILIZED AREAS: ONCE EVERY 30 DAYS
   D. FROZEN GROUND: AS SOON AS RUNOFF OCCURS OR PRIOR TO RESUMING CONSTRUCTION.
   E. INSPECTION AND MAINTENANCE RECORDS MUST BE RETAINED FOR 3 YEARS AFTER FILING OF THE NOTICE OF TERMINATION AND MUST INCLUDE: DATE AND TIME OF ACTION, NAME OF PERSON(S) CONDUCTING WORK, FINDING OF INSPECTIONS AND RECOMMENDATIONS FOR CORRECTIVE ACTION, DATE AND AMOUNT OF RAINFALL EVENTS GREATER THAN 0.5 INCHES IN A 24 HOUR PERIOD.
   F. OBSERVE ANY DISCHARGE OCCURRING ONSITE AND DOCUMENT CORRECTIVE ACTIONS TAKEN. DISCHARGE SHOULD BE DESCRIBED AND PHOTOGRAPHED.

24. MINIMUM MAINTENANCE
   A. ALL NONFUNCTIONAL BMPS MUST BE REPAIRED, REPLACED, OR SUPPLEMENTED WITH FUNCTIONAL BMPS BY THE END OF THE NEXT BUSINESS DAY AFTER DISCOVERY OR AS SOON AS FIELD CONDITIONS ALLOW.
   B. REPAIR, REPLACE, OR SUPPLEMENT ALL PERIMETER CONTROL DEVICES WHEN THEY BECOME NONFUNCTIONAL OR THE SEDIMENT REACHES ½ THE HEIGHT OF THE DEVICE.
   C. SEDIMENT BASINS DRAINED AND SEDIMENT REMOVED WHEN REACHES 1/2 STORAGE VOLUME.
   D. SEDIMENT REMOVED FROM SURFACE WATERS WITHIN (7)SEVEN CALENDAR DAYS OF DISCOVERY.
   E. CONSTRUCTION SITE EXITS INSPECTED, TRACKED SEDIMENT REMOVED WITHIN (1)ONE CALENDAR DAY.
   F. PROVIDE COPIES OF EROSION INSPECTION RESULTS TO CITY ENGINEER FOR ALL EVENTS GREATER THAN ½" IN 24 HOURS.

25. THE SWPPP, INCLUDING ALL CHANGES TO IT, AND INSPECTIONS AND MAINTENANCE RECORDS MUST BE KEPT AT THE SITE DURING CONSTRUCTION ACTIVITY BY THE PERMITTEE(S) WHO HAVE OPERATIONAL CONTROL OF THE SITE.

26. OWNER MUST KEEP RECORDS OF ALL PERMITS REQUIRED FOR THE PROJECT, THE SWPPP, ALL INSPECTIONS AND MAINTENANCE, PERMANENT OPERATION AND MAINTENANCE AGREEMENTS, AND REQUIRED CALCULATIONS FOR TEMPORARY AND PERMANENT STORM WATER MANAGEMENT SYSTEMS. THESE RECORDS MUST BE RETAINED FOR THREE YEARS AFTER FILING NPDES NOTICE OF TERMINATION.

27. SWPPP MUST BE AMENDED WHEN:
   A. THERE IS A CHANGE IN DESIGN, OPERATION, MAINTENANCE, WEATHER OR SEASONAL CONDITIONS THAT HAS A SIGNIFICANT EFFECT ON DISCHARGE
   B. INSPECTIONS INDICATE THAT THE SWPPP IS NOT EFFECTIVE AND DISCHARGE IS EXCEEDING WATER QUALITY STANDARDS.
   C. THE BMP'S IN THE SWPPP ARE NOT CONTROLLING POLLUTANTS IN DISCHARGES OR IS NOT CONSISTENT WITH THE TERMS AND CONDITIONS OF THE PERMIT.

28. CONCRETE WASHOUT AREA
   A. THE WASHOUT AND CLEANOUT OF STUCCO, PAINT, CONCRETE, FORM RELEASE OILS, CURING COMPOUNDS, AND OTHER CONSTRUCTION MATERIALS SHALL BE PROPERLY CONTAINED AND DISPOSED OF. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND USING APPROVED METHODS OF CONTAINMENT SUCH AS PRE-FABRICATED WASHOUT CONTAINERS, CONCRETE WASHOUT TOTE, READY MIX TRUCKS WITH SELF-CONTAINED CHUTE CLEANOUT, ETC.
   B. ALL SPILLS SHALL BE CLEANED UP IMMEDIATELY.

29. IN THE EVENT OF ENCOUNTERING A WELL OR SPRING DURING CONSTRUCTION CONTRACTOR TO CEASE CONSTRUCTION ACTIVITY AND NOTIFY ENGINEER.

30. PIPE OUTLETS MUST BE PROVIDED WITH TEMPORARY OR PERMANENT ENERGY DISSIPATION WITHIN 24 HOURS AFTER CONNECTION TO A SURFACE WATER.

31. FINAL STABILIZATION
   FINAL STABILIZATION REQUIRES THAT ALL SOIL DISTURBING ACTIVITIES HAVE BEEN COMPLETED AND THAT DISTURBED AREAS ARE STABILIZED BY A UNIFORM PERENNIAL VEGETATIVE COVER WITH 70% OF THE EXPECTED FINAL DENSITY, AND THAT ALL PERMANENT PAVEMENTS HAVE BEEN INSTALLED. ALL TEMPORARY BMP'S SHALL BE REMOVED, DITCHES STABILIZED, AND SEDIMENT SHALL BE REMOVED FROM PERMANENT CONVEYANCES AND SEDIMENTATION BASINS IN ORDER TO RETURN THE POND TO DESIGN CAPACITY.

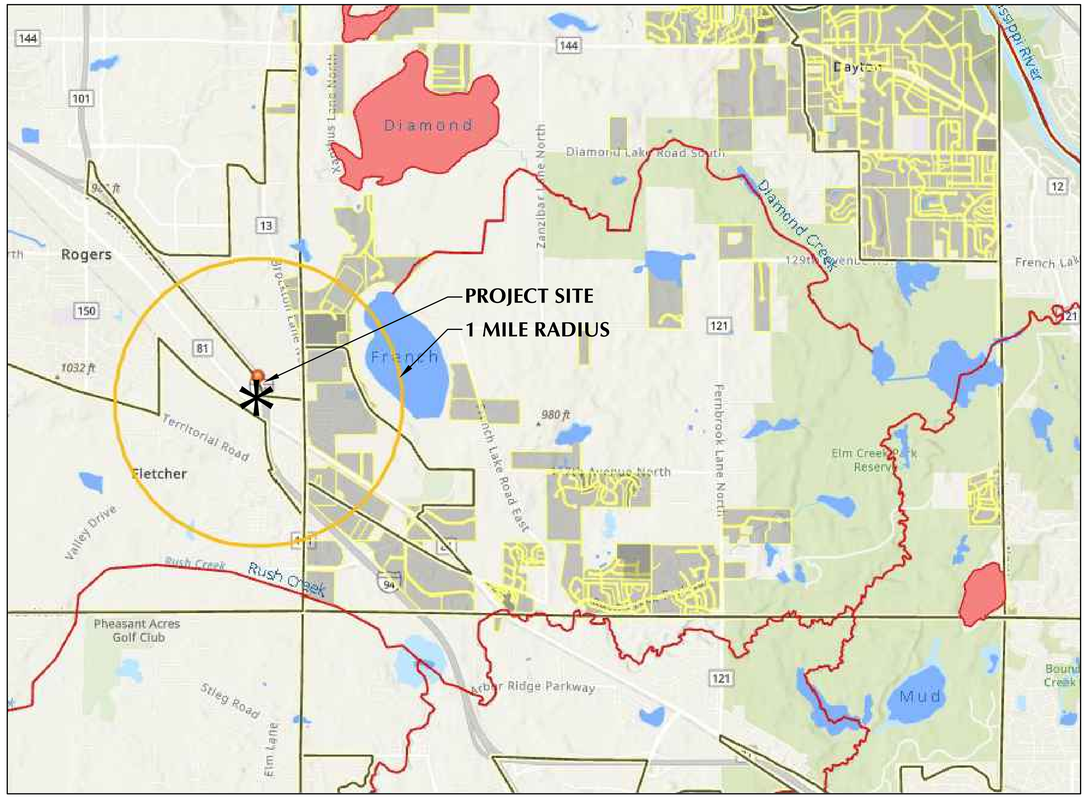
32. RESPONSIBILITIES
   A. THE OWNER MUST IDENTIFY A PERSON WHO WILL OVERSEE THE SWPPP IMPLEMENTATION AND THE PERSON RESPONSIBLE FOR INSPECTION AND MAINTENANCE:
   CONTACT: XXX
   COMPANY: XXX
   PHONE: XXX

   B. THE OWNER MUST IDENTIFY THE A PERSON WHO WILL BE RESPONSIBLE FOR LONG TERM OPERATIONS AND MAINTENANCE OF THE PERMANENT STORMWATER MANAGEMENT SYSTEM:
   CONTACT: XXX
   COMPANY: XXX
   PHONE: XXX

33. THE WATERSHED DISTRICT OR THE CITY MAY HAVE REQUIREMENTS FOR INSPECTIONS OR AS-BUILT DRAWINGS VERIFYING PROPER CONSTRUCTION OF THE BMPS.

34. EROSION CONTROL DEVICES CANNOT BE REMOVED UNTIL THE WATERSHED DISTRICT HAS DETERMINED THE SITE HAS BEEN PERMANENTLY RESTABILIZED AND SHALL BE REMOVED WITHIN 30 DAYS THEREAFTER.

CONSTRUCTION STORMWATER SPECIAL WATERS SEARCH MAP

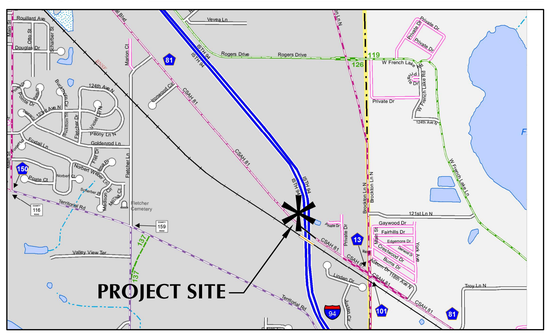


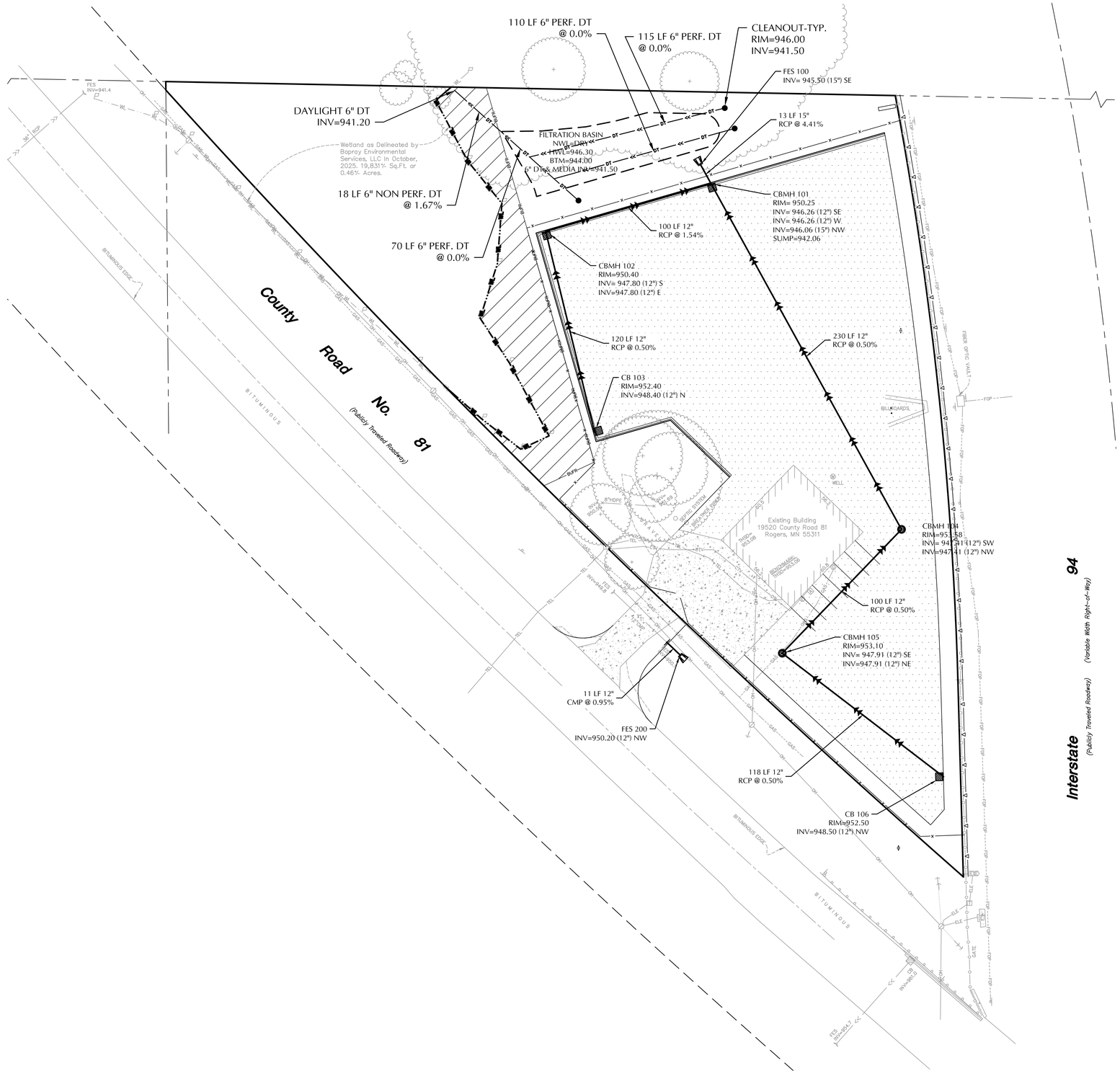
UNIVERSITY OF MINNESOTA

Zachary H. Webber

Design of Construction SWPPP (May 31 2027)

SITE VICINITY MAP


PROJECT SITE
Rogers Drive
W Frontage Rd
Fletcher Cemetery
Valley View Ter
Valley View Dr
Goldenrod Ln
Maple Dr
Fletcher Ln
Rush Creek
Private Dr
Fairhills Dr
Edgemere Dr
Edgewood Dr
Tioga Ln N
Bridgeton Ln N
Brookton Ln N
Bentgrass Ln N
Vesta Ln
Rogers Dr
Meteor Ct
Diamond Creek Dr
Diamond Dr
Rogers Blvd
Rogers Dr
Territorial Rd
Rush Creek
CSAH 81
CSAH 81
CSAH 9
CSAH 81
CSAH 81
CSAH 81



LEGEND

EXISTING		PROPOSED
	CATCH BASIN	
	STORM MANHOLE	
	FLARED END SECTION	
	SANITARY MANHOLE	
	HYDRANT	
	GATE VALVE	
	POST INDICATOR VALVE	
	WATER MANHOLE / WELL	
	LIGHT POLE	
	POWER POLE	
	ELECTRIC METER	
	GAS METER	
	TELEPHONE PEDESTAL	
	SIGN	
	BENCHMARK	
	SOIL BORING	
	PARKING STALL COUNT	
	ACCESSIBLE PARKING STALL	
	STORM SEWER	
	DRAINTILE	
	SANITARY SEWER	
	FORCEMAIN	
	WATERMAIN	
	SANITARY SEWER SERVICE	
	WATER SERVICE	
	UNDERGROUND ELECTRIC	
	UNDERGROUND FIBER OPTIC	
	UNDERGROUND GAS	
	UNDERGROUND TELEPHONE	
	OVERHEAD UTILITY	
	FENCE	
	CHAIN LINK FENCE	
	CONCRETE CURB	
	RETAINING WALL	
	CONCRETE	
	NO PARKING	
	BUILDING	
	CONTOUR	
	SPOT ELEVATION	
	DIRECTION OF FLOW	
	TREE LINE	
	PARKING SETBACK LINE	
	BUILDING SETBACK LINE	

STORM SEWER NOTES

1. ALL STORM SEWER SHALL BE FURNISHED AND INSTALLED PER THE REQUIREMENTS OF THE SPECIFICATIONS,THE MINNESOTA PLUMBING CODE, THE LOCAL GOVERNING UNIT, AND THE STANDARD UTILITIES SPECIFICATION OF THE CITY ENGINEERS ASSOCIATION OF MINNESOTA (CEAM), CURRENT EDITION.
2. ALL UTILITY PIPE BEDDING SHALL BE COMPACTED SAND OR FINE GRANULAR MATERIAL. ALL COMPACTION SHALL BE PERFORMED PER THE REQUIREMENTS OF THE CEAM SPECIFICATION AND THE GEOTECHNICAL REPORT.
3. ALL CONNECTIONS TO EXISTING UTILITIES SHALL BE PERFORMED PER THE REQUIREMENTS OF THE STATE AND LOCAL JURISDICTIONS. THE CITY DEPARTMENT OF ENGINEERING AND BUILDING INSPECTIONS DEPARTMENT AND THE CONSTRUCTION ENGINEER MUST BE NOTIFIED AT LEAST 48 HOURS PRIOR TO ANY WORK WITHIN THE PUBLIC RIGHT OF WAY, OR WORK IMPACTING PUBLIC UTILITIES.
4. ALL SITE UTILITY SERVICES SHALL TERMINATE 5' FROM THE EXTERIOR BUILDING WALL UNLESS OTHERWISE NOTED. THE SITE UTILITY CONTRACTOR SHALL COORDINATE WITH THE GENERAL CONTRACTOR, MECHANICAL CONTRACTOR AND MECHANICAL ENGINEER TO DETERMINE THE RESPONSIBILITY OF BRINGING THE SERVICE(S) INTO THE BUILDING, INSPECTIONS AND TESTING PER APPLICABLE GOVERNING AGENCIES.
5. PER MINNESOTA DEPARTMENT OF LABOR & INDUSTRY REQUIREMENTS, A MINIMUM OF 18 INCHES OF VERTICAL SEPARATION AND 10 FEET OF HORIZONTAL SEPARATION IS REQUIRED FROM WATERMAIN TO ANY MANHOLE, SEPTIC SYSTEM, CATCH BASIN, SEWER PIPE, OR OTHER SOURCE OF CONTAMINATION, MEASURED FROM THE OUTER EDGE OF THE PIPE TO THE OUTER EDGE OF THE CONTAMINATION SOURCE UNLESS OTHERWISE SHOWN.
6. ALL STORM SEWER DOWNSPOUT COLLECTION PIPES AND WYES SHALL BE PVC (SCHEDULE 40).
7. CONTRACTOR TO SUBMIT SHOP DRAWINGS OF STORM STRUCTURE(S) AND UNDERGROUND SYSTEM(S) FOR ENGINEER'S REVIEW.
8. CONTRACTOR TO VERIFY UNDERLYING SOILS BENEATH ALL STORMWATER FACILITIES, AND PROVIDE DOCUMENTATION TO THE ENGINEER, PRIOR TO CONSTRUCTION OF THE FACILITIES.
9. ALL PORTIONS OF THE STORM SEWER SYSTEM, INCLUDING CATCH BASINS, LOCATED WITHIN 10 FEET OF THE BUILDING OR WATER SERVICE LINE MUST BE TESTED ACCORDANCE WITH MINNESOTA RULES, PART 4714.
10. REFER TO GEOTECHNICAL EVALUATION REPORT (REPORT XXX), DATED XX XX, XXXX AS PREPARED BY XXX, FOR AN EXISTING SUBSURFACE SITE CONDITION ANALYSIS AND CONSTRUCTION RECOMMENDATIONS INCLUDING BUT NOT LIMITED TO:
    - A. REUSE OF ON-SITE SOILS
    - B. GROUNDWATER AND RECOMMENDATIONS FOR EXCAVATION DEWATERING.
    - C. SITE GRADING AND SUBGRADE PREPARATION.
    - D. PAVEMENTS AND EXTERIOR SLABS.
    - E. TRENCH EXCAVATION AND BACKFILL.
    - F. EXTERIOR UTILITY SUPPORTS.
    - G. FROST PROTECTION.
11. CONTRACTOR SHALL PROVIDE AS-BUILT INFORMATION OF CONSTRUCTED STORMWATER MANAGEMENT SYSTEMS & ASSOCIATED INFRASTRUCTURE (RECOMMENDED PRIOR TO BACKFILLING) PER APPLICABLE PERMIT REQUIREMENTS AND/OR DEVELOPMENT AGREEMENTS.
12. ALL UNUSED UTILITY SERVICES SHALL BE ABANDONED PER THE REQUIREMENTS OF THE APPLICABLE GOVERNING AGENCIES.
13. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL REQUIRED UTILITY PERMITS FROM THE APPLICABLE GOVERNING AGENCIES.

CALL BEFORE YOU DIG!

Gopher State One Call

TWIN CITY AREA: 651-454-0002
TOLL FREE: 1-800-252-1166

WARNING:

THE CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING FOR LOCATIONS OF ALL EXISTING UTILITIES. THEY SHALL COOPERATE WITH ALL UTILITY COMPANIES IN MAINTAINING THEIR SERVICE AND / OR RELOCATION OF LINES.

THE CONTRACTOR SHALL CONTACT GOPHER STATE ONE CALL AT 651-454-0002 AT LEAST 48 HOURS IN ADVANCE FOR THE LOCATIONS OF ALL UNDERGROUND WIRES, CABLES, CONDUITS, PIPES, MANHOLES, VALVES OR OTHER BURIED STRUCTURES BEFORE DIGGING. THE CONTRACTOR SHALL REPAIR OR REPLACE THE ABOVE WHEN DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.

N

0 30 60

SCALE IN FEET

TRAILERS PLUS ROGERS

19520 COUNTY ROAD 81
ROGERS, MN 55311

INTERSTATE GROUP, LLC

3800 AIRPORT ROAD
NAMPA, ID 83687

LOUCKS

PLANNING
CIVIL ENGINEERING
LAND SURVEYING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL

12755 Highway 55, Suite R100
Plymouth 55441
763.424.5505
www.loucksinc.com

CADD QUALIFICATION

CADD files prepared by the Consultant for this project are instruments of the Consultant professional services for use solely with respect to this project. These CADD files shall not be used on other projects, for additions to this project, or for completion of this project by others without written approval by the Consultant. With the Consultant's approval, others may be permitted to obtain copies of the CADD drawing files for information and reference only. All intentional or unintentional revisions, additions, or deletions to these CADD files shall be made at the full risk of that party making such revisions, additions or deletions and that party shall hold harmless and indemnify the Consultant from any & all responsibilities, claims, and liabilities.

SUBMITTAL/REVISIONS

02/06/26	CITY SUBMITTAL

PROFESSIONAL SIGNATURE

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

PRELIMINARY

License No. Matthew J. Webber - PE 56092
Date

QUALITY CONTROL

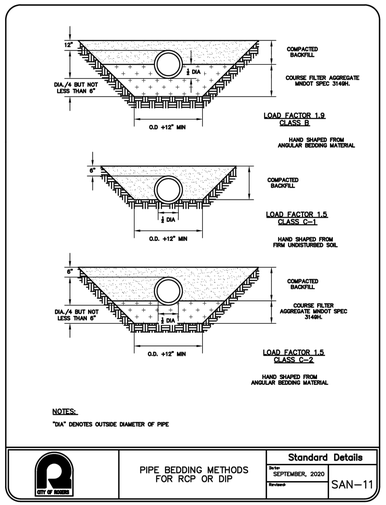
Loucks Project No.	090052B
Project Lead	MJS
Drawn By	ZHW
Checked By	ZHW/MJS
Review Date	02/06/26

SHEET INDEX

C0-1	COVER SHEET
C1-1	EXISTING CONDITIONS
C1-2	DEMOLITION PLAN
C2-1	SITE PLAN
C3-1	GRADING PLAN
C3-2 - C3-3	SWPPP & NOTES
C4-1	UTILITY PLAN
C8-1 - C8-2	DETAILS
L0-1	TREE PRESERVATION PLAN
L1-1	LANDSCAPE NOTES
L2-1	LANDSCAPE PLAN
L5-1	LANDSCAPE DETAILS

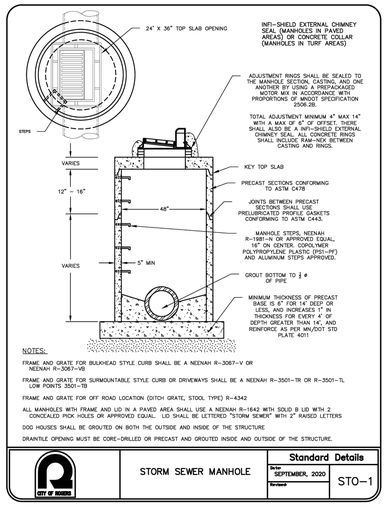
UTILITY PLAN
C4-1

Plotted: 02 /06 / 2026 2:48 PM W:\2009\090052B\CADD DATA\CIVIL\ dwg Sheet Files\C4-1 SANITARY AND WATERMAIN PLAN



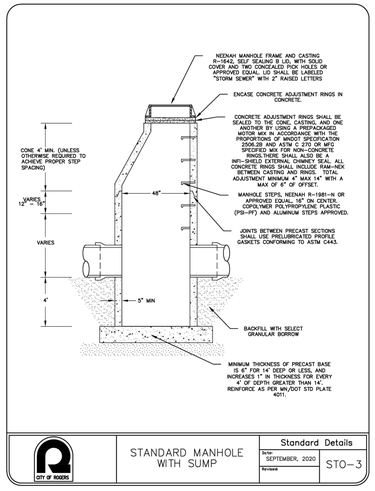
PIPE BEDDING METHODS FOR RCP OR DIP

Standard Details
Date: SEPTEMBER, 2020
Revised:
SAN–11



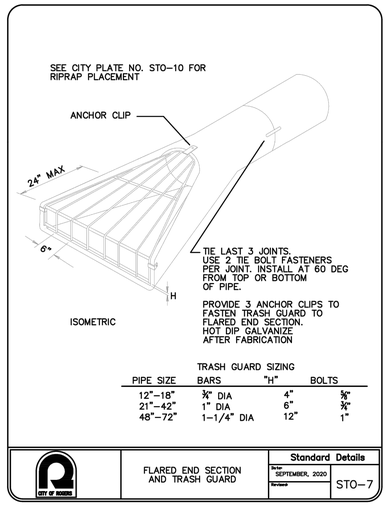
STORM SEWER MANHOLE

Standard Details
Date: SEPTEMBER, 2020
Revised:
STO–1



STANDARD MANHOLE WITH SUMP

Standard Details
Date: SEPTEMBER, 2020
Revised:
STO–3

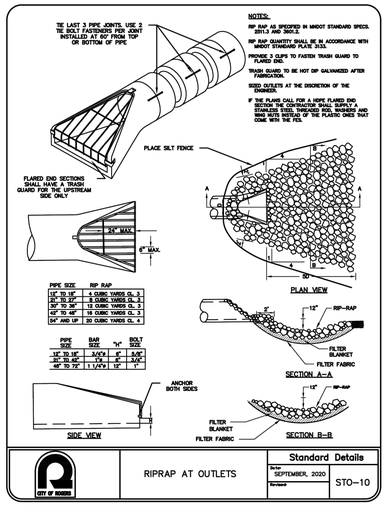


TRASH GUARD SIZING

PIPE SIZE	BARS	"H"	BOLTS
12"–18"	⅜" DIA	4"	⅜"
21"–42"	1" DIA	6"	⅜"
48"–72"	1–1/4" DIA	12"	1"

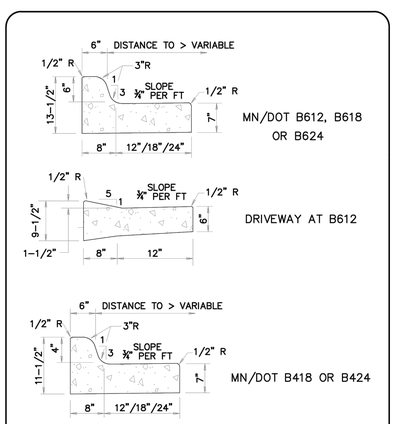
FLARED END SECTION AND TRASH GUARD

Standard Details
Date: SEPTEMBER, 2020
Revised:
STO–7



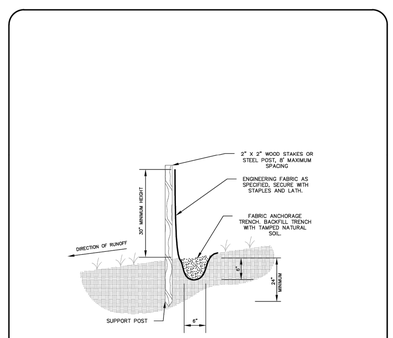
RIPRAP AT OUTLETS

Standard Details
Date: SEPTEMBER, 2020
Revised:
STO–10



CURB SECTIONS

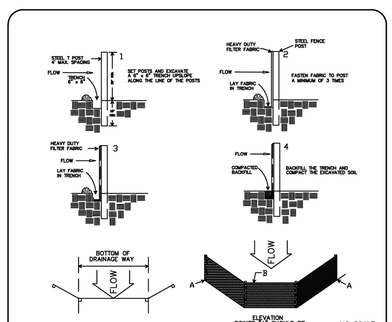
Standard Details
Date: SEPTEMBER, 2020
Revised:
CON–1



DOUBLE SILT FENCE TO BE REQUIRED NEAR WETLANDS

STANDARD SILT FENCE

Standard Details
Date: SEPTEMBER, 2020
Revised:
EROS–1

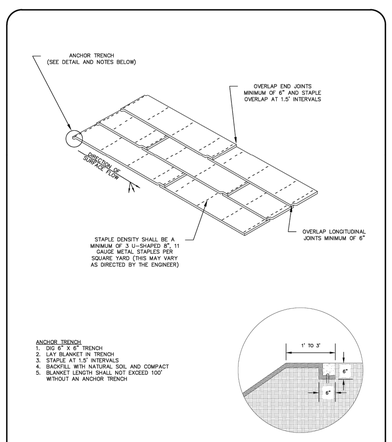


Maintenance

1. FILTER BARRIERS SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL. ANY REQUIRED REPAIRS SHALL BE MADE IMMEDIATELY.
2. SHOULD THE FABRIC DECOMPOSE OR BECOME INEFFECTIVE PRIOR TO THE END OF THE EXPECTED USEABLE LIFE AND THE BARRIER STILL BE NECESSARY, THE FABRIC SHALL BE REPLACED PROMPTLY.
3. SEDIMENT DEPOSITS MUST BE REMOVED WHEN DEPOSITS REACH APPROXIMATELY 1/3 HEIGHT OF THE BARRIER, OR AS DIRECTED BY THE ENGINEER.
4. ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE SILT FENCE OR FILTER BARRIER IS NO LONGER REQUIRED, SHALL BE DRESSED TO CONFORM WITH THE EXISTING GRADE, PREPARED AND SEEDED.
5. WETLANDS ARE TO BE PROTECTED BY TWO ROWS OF H.D. SILT FENCE. DOUBLE H.D. SILT FENCE IS REQUIRED AROUND WATER BODIES, STEEP SLOPES AND HIGHLY ERODIBLE SOILS.
6. ALL MATERIAL & INSTALLATION MUST CONFORM TO THE REQUIREMENTS OF THE CURRENT EDITION OF THE MNDOT CONSTRUCTION SPECIFICATIONS TABLE 3886–1.

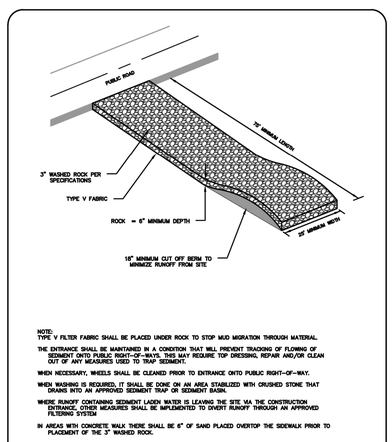
SILT FENCE ALONG WETLAND

Standard Details
Date: SEPTEMBER, 2020
Revised:
EROS–4



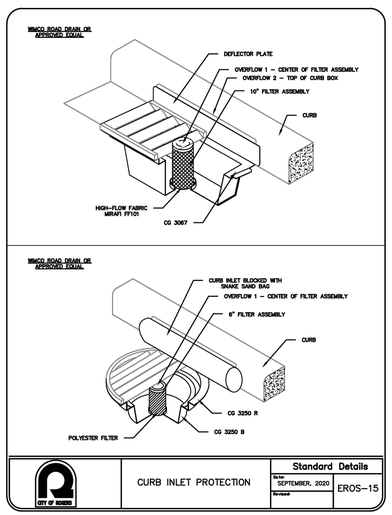
EROSION CONTROL BLANKET INSTALLATION

Standard Details
Date: SEPTEMBER, 2020
Revised:
EROS–5



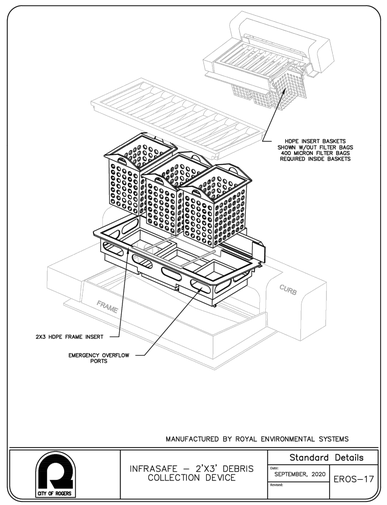
CONSTRUCTION ROCK ENTRANCE

Standard Details
Date: SEPTEMBER, 2020
Revised:
EROS–10



CURB INLET PROTECTION

Standard Details
Date: SEPTEMBER, 2020
Revised:
EROS–15



MANUFACTURED BY ROYAL ENVIRONMENTAL SYSTEMS

INFRASAFE – 2'X3' DEBRIS COLLECTION DEVICE

Standard Details
Date: SEPTEMBER, 2020
Revised:
EROS–17

TRAILERS PLUS ROGERS
19520 COUNTY ROAD 81
ROGERS, MN 55311

INTERSTATE GROUP, LLC
3800 AIRPORT ROAD
NAMPA, ID 83687

LOUCKS
PLANNING
CIVIL ENGINEERING
LAND SURVEYING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
12755 Highway 55, Suite R100
Plymouth 55441
763.424.5505
www.loucksinc.com

CADD QUALIFICATION

CADD files prepared by the Consultant for this project are instruments of the Consultant professional services for use solely with respect to this project. These CADD files shall not be used on other projects, for additions to this project, or for completion of this project by others without written approval by the Consultant. With the Consultant's approval, others may be permitted to obtain copies of the CADD drawing files for information and reference only. All intentional or unintentional revisions, additions, or deletions to these CADD files shall be made at the full risk of that party making such revisions, additions or deletions and that party shall hold harmless and indemnify the Consultant from any & all responsibilities, claims, and liabilities.

SUBMITTAL/REVISIONS

02/06/26 CITY SUBMITTAL

PROFESSIONAL SIGNATURE

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

PRELIMINARY

License No. or PE Number: 56092
Date:

QUALITY CONTROL

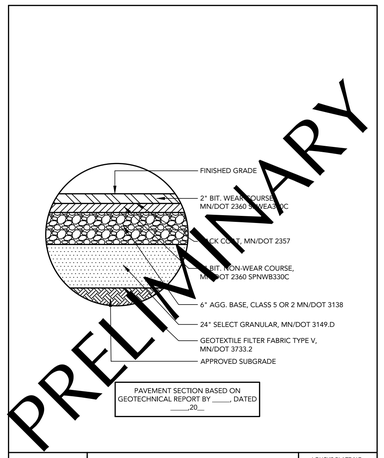
Loucks Project No.	090052B
Project Lead	MDS
Drawn By	ZHW/
Checked By	ZHW/MDS
Review Date	02/06/26

SHEET INDEX

C0-1	COVER SHEET
C1-1	EXISTING CONDITIONS
C1-2	DEMOLITION PLAN
C2-1	SITE PLAN
C3-1	GRADING PLAN
C3-2 - C3-3	SWPPP & NOTES
C4-1	UTILITY PLAN
C8-1 - C8-2	DETAILS
L0-1	TREE PRESERVATION PLAN
L1-1	LANDSCAPE NOTES
L2-1	LANDSCAPE PLAN
L5-1	LANDSCAPE DETAILS

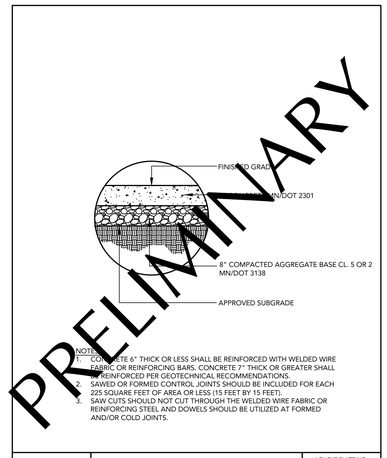
CIVIL DETAILS
C8-1

Plotted: 02/06/2026 2:48 PM W:\2009\090528\CADD DATA\CIVIL_dwg Sheet Files\C8-1 CIVIL DETAILS



PRELIMINARY

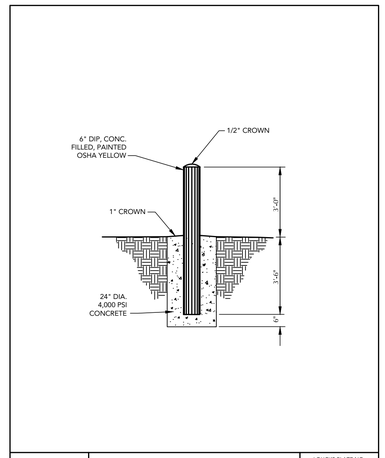
LOUCKS	HEAVY DUTY BITUMINOUS PAVEMENT SECTION	LOUCKS PLATE NO. 2032
		DRAWN 01/2022



PRELIMINARY

NOTES:
1. CONCRETE 6" THICK OR LESS SHALL BE REINFORCED WITH WELDED WIRE FABRIC OR REINFORCING BARS. CONCRETE 7" THICK OR GREATER SHALL BE REINFORCED PER GEOTECHNICAL RECOMMENDATIONS.
2. SAWED OR FORMED CONTROL JOINTS SHOULD BE INCLUDED FOR EACH 225 SQUARE FEET OF AREA OR LESS (15 FEET BY 15 FEET).
3. SAW CUTS SHOULD NOT CUT THROUGH THE WELDED WIRE FABRIC OR REINFORCING STEEL AND DOWELS SHOULD BE UTILIZED AT FORMED AND/OR COLD JOINTS.

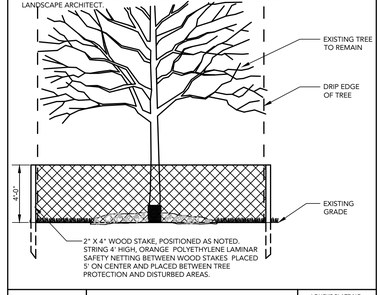
LOUCKS	CONCRETE PAVEMENT SECTION	LOUCKS PLATE NO. 2033
		DRAWN 12/2016



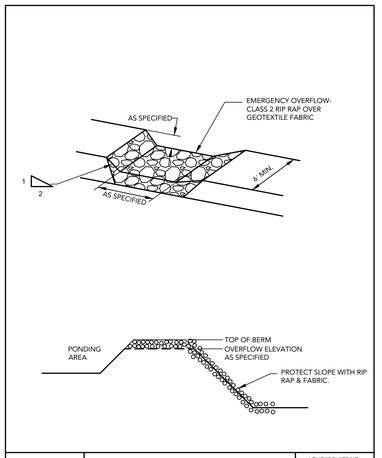
LOUCKS	BOLLARD	LOUCKS PLATE NO. 2039
		DRAWN 12/2016

TREE PROTECTION NOTE:
INSTALL FENCE AROUND EACH TREE TO BE PROTECTED PRIOR TO GRADING. FENCE SHALL BE PLACED AT THE DRIP EDGE OR CRITICAL ROOT ZONES OF THE TREES. FENCING SHALL BE NO CLOSER THAN 6' TO THE TRUNK OF ANY TREE TO BE PROTECTED. THE PERIMETERS FOR TREES BEING PROTECTED SHALL BE DESIGNATED AT ALL TIMES DURING CONSTRUCTION ACTIVITY AND SIGNAGE SHALL BE INSTALLED AT ALL TREE PROTECTION AREAS THAT INSTRUCTS WORKERS TO STAY OUT. CONTRACTOR SHALL AVOID ALL AREAS WITHIN TREE PROTECTION FENCE. SOIL SHOULD BE PROTECTED FROM EROSION AND CHANGES IN CHEMISTRY FROM CONCRETE OR TOXIC MATERIALS SUCH AS FUELS AND PAINTS.

THE CONTRACTOR SHALL HAVE "TREE PAINT" ON SITE AT ALL TIMES. IF AN OAK IS WOUNDED DURING CONSTRUCTION, THE CONTRACTOR MUST IMMEDIATELY APPLY PAINT TO THE WOUND IN ORDER TO PREVENT OAK WILT. ALL DAMAGE TO TREES TO BE PROTECTED SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER AND LANDSCAPE ARCHITECT.

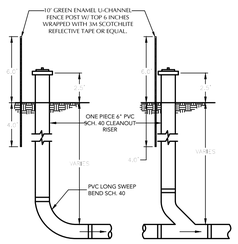


LOUCKS	TREE PROTECTION	LOUCKS PLATE NO. 3008
		DRAWN 2/2016



LOUCKS	BASIN OVERFLOW	LOUCKS PLATE NO. 3010
		DRAWN 2/2016

NOTES:
- 6" HUB WITH THREADED PVC PLUG - DO NOT GLUE
- CASTING MAY BE REQUIRED SEE SPECIFICATIONS

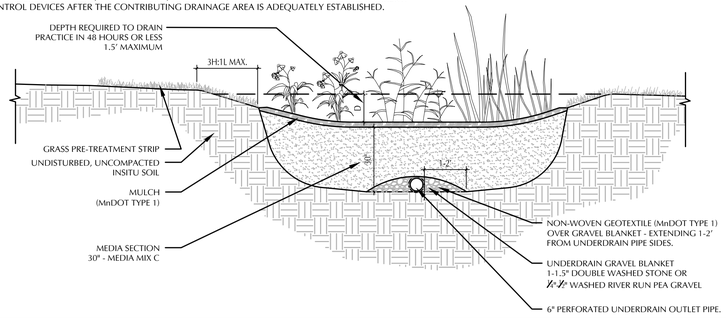


END OF LINE CLEANOUT IN LINE CLEANOUT

LOUCKS	DRAINTILE CLEAN-OUT STRUCTURE	LOUCKS PLATE NO. 4315
		DRAWN 2/2016

CONSTRUCTION SEQUENCING FOR BASIN
1. INSTALL APPROPRIATE TEMPORARY EROSION CONTROL DEVICES TO PREVENT SEDIMENT FROM LEAVING OR ENTERING THE PRACTICE DURING CONSTRUCTION.
2. ALL DOWN GRADIENT PERIMETER CONTROL BMP'S MUST BE IN PLACE BEFORE ANY GRADIENT AND DISTURBING ACTIVITY BEGINS.
3. PERFORM CONTINUOUS INSPECTIONS OF EROSION CONTROL PRACTICES.
4. IF FILTRATION BASIN IS BEING USED AS TEMPORARY SEDIMENT BASIN DURING CONSTRUCTION, LEAVE A MINIMUM OF 1' COVER OVER THE PRACTICE TO PROTECT THE UNDERLYING SOILS FROM CLOGGING.
5. COMPLETE, STABILIZE, AND VEGETATE ALL OTHER SITE IMPROVEMENTS.
6. CONSTRUCT AND VEGETATE FILTRATION DEVICE FOLLOWING STABILIZATION OF CONTRIBUTING DRAINAGE AREA. ENSURE THAT CRITICAL ELEVATIONS, SUCH AS UNDERDRAIN INVERT, TOP OF MULCH, AND INVERT OF OVERFLOW STRUCTURE ARE CORRECT.
7. REMOVE TEMPORARY EROSION CONTROL DEVICES AFTER THE CONTRIBUTING DRAINAGE AREA IS ADEQUATELY ESTABLISHED.

GEBERAL NOTES
1. IN THE EVENT THAT SEDIMENT IS INTRODUCED INTO THE BMP DURING OR IMMEDIATELY FOLLOWING EXCAVATION, THIS MATERIAL SHALL BE REMOVED FROM THE PRACTICE PRIOR TO CONTINUING CONSTRUCTION.
2. SEE MINNESOTA STORMWATER MANUAL FOR SUBGRADE PREPARATION.



FILTRATION BASIN

SCALE: N/A

TRAILERS PLUS ROGERS
19520 COUNTY ROAD 81
ROGERS, MN 55311

INTERSTATE GROUP, LLC
3800 AIRPORT ROAD
NAMPA, ID 83687

LOUCKS
PLANNING
CIVIL ENGINEERING
LAND SURVEYING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
12755 Highway 55, Suite R100
Plymouth 55441
763.424.5505
www.loucksinc.com

CADD QUALIFICATION
CADD files prepared by the Consultant for this project are instruments of the Consultant professional services for use solely with respect to this project. These CADD files shall not be used on other projects, for additions to this project, or for completion of this project by others without written approval by the Consultant. With the Consultant's approval, others may be permitted to obtain copies of the CADD drawing files for information and reference only. All intentional or unintentional revisions, additions, or deletions to these CADD files shall be made at the full risk of that party making such revisions, additions or deletions and that party shall hold harmless and indemnify the Consultant from any & all responsibilities, claims, and liabilities.

SUBMITTAL/REVISIONS

02/06/26	CITY SUBMITTAL

PROFESSIONAL SIGNATURE
I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly [illegible] under the laws of the State of Minnesota.

PRELIMINARY

License No. 58092
Date: 02/06/26

QUALITY CONTROL

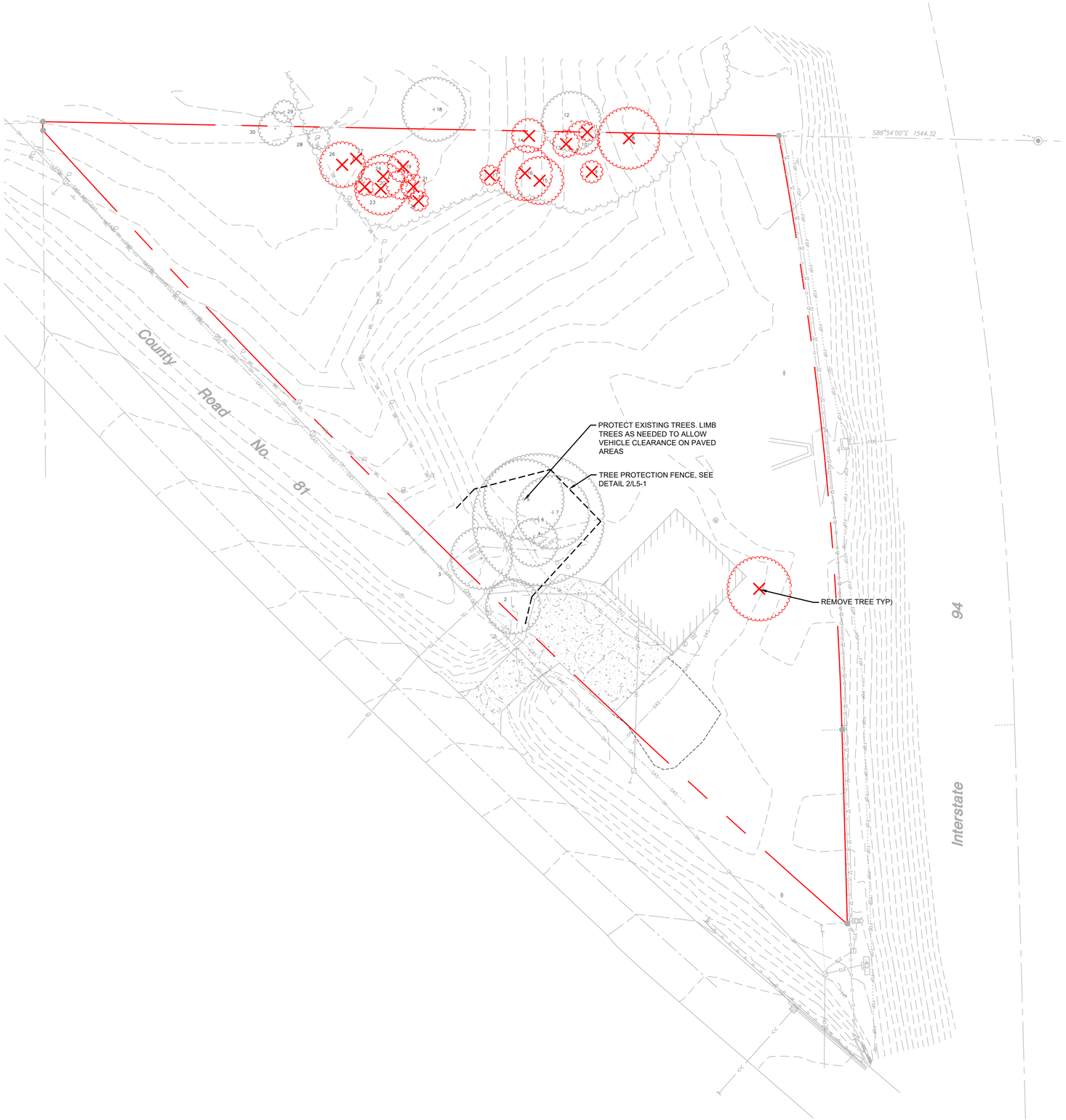
Loucks Project No.	090052B
Project Lead	MDS
Drawn By	ZHW
Checked By	ZHW/MDS
Review Date	02/06/26

SHEET INDEX

C0-1	COVER SHEET
C1-1	EXISTING CONDITIONS
C1-2	DEMOLITION PLAN
C2-1	SITE PLAN
C3-1	GRADING PLAN
C3-2 - C3-3	SWPPP & NOTES
C4-1	UTILITY PLAN
C8-1 - C8-2	DETAILS
L0-1	TREE PRESERVATION PLAN
L1-1	LANDSCAPE NOTES
L2-1	LANDSCAPE PLAN
L5-1	LANDSCAPE DETAILS

CIVIL DETAILS
C8-2

Plotted: 02 /06 / 2026 2:48 PM W:\2009\090052B\CADD DATA\CIVIL_dwg Sheet Files\C8-1 CIVIL DETAILS



Tree ID	Species	DBH	Condition	Significant	Status
1	Boxelder	26	Fair	Y	Remove
2	Elm; Siberian	22	Poor	N	Save
3	Elm; Siberian	25	Fair	N	Save
4	Elm; Siberian	19	Fair	N	Save
5	Cottonwood	33	Fair	Y	Save
6	Cottonwood	55	Fair	Y	Save
7	Cottonwood	30	Fair	Y	Save
8	Elm; Siberian	25	Poor	N	Remove
9	Elm; American	8	Good	Y	Remove
10	Boxelder	13	Fair	Y	Remove
11	Boxelder	6	Poor	N	Remove
12	Located outside of property	N/A	N/A	N/A	N/A
13	Boxelder	10	Fair	Y	Remove
14	Boxelder	13	Poor	N	Remove
15	Boxelder	19	Poor	N	Remove
16	Boxelder	22	Fair	Y	Remove
17	Ash; Green	7	Poor	N	Remove
18	Located outside of property	N/A	N/A	N/A	N/A
19	Boxelder	12	Poor	N	Remove
20	Elm; American	11	Fair	Y	Remove
21	Boxelder	9	Poor	N	Remove
22	Boxelder	7	Poor	N	Remove
23	Boxelder	21	Poor	N	Remove
24	Boxelder	17	Fair	Y	Remove
25	Elm; American	6	Good	Y	Remove
26	Boxelder	18	Poor	N	Remove
27	Boxelder	9	Fair	Y	Remove
28	Boxelder	8	Fair	Y	Save
29	Located outside of property	N/A	N/A	N/A	N/A
30	Elm; American	13	Good	Y	Save

LANDSCAPE REQUIREMENTS

TOTAL SIGNIFICANT TREES REMOVED:	9 TREES
TOTAL PROVIDED TREES:	9 TREES

TRAILERS PLUS ROGERS
19520 COUNTY ROAD 81
ROGERS, MN 55311

INTERSTATE GROUP, LLC
3800 AIRPORT ROAD
NAMPA, ID 83687

LOUCKS
PLANNING
CIVIL ENGINEERING
LAND SURVEYING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
12755 Highway 55, Suite R100
Plymouth 55441
763.424.5505
www.loucksinc.com

CADD QUALIFICATION

CADD files prepared by the Consultant for this project are instruments of the Consultant professional services for use solely with respect to this project. These CADD files shall not be used on other projects, for additions to this project, or for completion of this project by others without written approval by the Consultant. With the Consultant's approval, others may be permitted to obtain copies of the CADD drawing files for information and reference only. All intentional or unintentional revisions, additions, or deletions to these CADD files shall be made at the full risk of that party making such revisions, additions or deletions and that party shall hold harmless and indemnify the Consultant from any & all responsibilities, claims, and liabilities.

SUBMITTAL/REVISIONS

02/06/26	CITY SUBMITTAL

PROFESSIONAL SIGNATURE

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

PRELIMINARY

License No. [illegible] PE
Date 58092

QUALITY CONTROL

Loucks Project No.	090052B
Project Lead	MDS
Drawn By	ZHW
Checked By	ZHW/MDS
Review Date	02/06/26

SHEET INDEX

C0-1	COVER SHEET
C1-1	EXISTING CONDITIONS
C1-2	DEMOLITION PLAN
C2-1	SITE PLAN
C3-1	GRADING PLAN
C3-2 - C3-3	SWPPP & NOTES
C4-1	UTILITY PLAN
C8-1 - C8-2	DETAILS
L0-1	TREE PRESERVATION PLAN
L1-1	LANDSCAPE NOTES
L2-1	LANDSCAPE PLAN
L5-1	LANDSCAPE DETAILS

N

0 30 60
SCALE IN FEET

TREE PRESERVATION PLAN
L0-1

Plotted: 02/06/2026 2:49 PM W:\2009\090052B\CADD DATA\LANDSCAPE_dwg Sheet Files\L090052B TREE PRESERVATION

GENERAL NOTES:

CONTRACTOR SHALL VISIT SITE PRIOR TO SUBMITTING BID. INSPECT SITE AND BECOME FAMILIAR WITH EXISTING CONDITIONS RELATING TO THE NATURE AND SCOPE OF WORK.

VERIFY LAYOUT AND ANY DIMENSIONS SHOWN AND BRING TO THE ATTENTION OF THE LANDSCAPE ARCHITECT ANY DISCREPANCIES WHICH MAY COMPROMISE THE DESIGN AND / OR INTENT OF THE PROJECT'S LAYOUT.

ASSURE COMPLIANCE WITH ALL APPLICABLE CODES AND REGULATIONS GOVERNING THE WORK OR MATERIALS SUPPLIED.

CONTRACTOR SHALL PROTECT ALL EXISTING ROADS, CURBS / GUTTERS, TRAILS, TREES, LAWNS AND SITE ELEMENTS DURING PLANTING OPERATIONS. ANY DAMAGE TO SAME SHALL BE REPAIRED AT NO COST TO THE OWNER.

CONTRACTOR SHALL VERIFY ALIGNMENT AND LOCATION OF ALL UNDERGROUND AND ABOVE GRADE UTILITIES. CONTRACTOR TO PROVIDE THE NECESSARY PROTECTION FOR THE UTILITIES BEFORE CONSTRUCTION / MATERIAL INSTALLATION BEGINS. CONTRACTOR TO NOTIFY GENERAL CONTRACTOR OF ANY CONCERNS PRIOR TO INSTALLATION OF PLANTINGS.

EXISTING CONTOURS, TRAILS, VEGETATION, CURB / GUTTER AND OTHER EXISTING ELEMENTS BASED UPON INFORMATION SUPPLIED TO LANDSCAPE ARCHITECT BY OTHERS. CONTRACTOR SHALL VERIFY ANY AND ALL DISCREPANCIES PRIOR TO CONSTRUCTION AND NOTIFY LANDSCAPE ARCHITECT OF SAME.

THE ALIGNMENT AND GRADES OF THE PROPOSED WALKS, TRAILS AND / OR ROADWAYS ARE SUBJECT TO FIELD ADJUSTMENT REQUIRED TO CONFORM TO LOCALIZED TOPOGRAPHIC CONDITIONS AND TO MINIMIZE TREE REMOVAL AND GRADING. ANY CHANGE IN ALIGNMENT MUST BE APPROVED BY LANDSCAPE ARCHITECT.

IRRIGATION/WATERING NOTES:

IRRIGATION IS NOT PLANNED FOR THIS SITE. FOR THE HEALTH AND SURVIVAL OF ALL PROPOSED PLANTINGS, REGULAR WATERING OF THE PLANTINGS IS RECOMMENDED.

FOR ESTABLISHMENT OF PLANTINGS, THE CONTRACTOR IS TO REGULARLY WATER NEWLY INSTALLED PLANTINGS DURING PROJECT CONSTRUCTION. CONTRACTOR TO PROVIDE OWNER WITH WATERING RECOMMENDATIONS OR WATERING CONTRACT FOR THE ONE (1) YEAR WARRANTY PERIOD.

LANDSCAPE INSTALLATION:

GENERAL NOTES

COORDINATE THE PHASES OF CONSTRUCTION AND PLANTING INSTALLATION WITH OTHER CONTRACTORS WORKING ON SITE.

NO PLANTING WILL BE INSTALLED UNTIL ALL GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN THE IMMEDIATE AREA.

ALL PLANTS TO BE INSTALLED AS PER PLANTING DETAILS. REMOVE ALL FLAGGING AND LABELS FROM PLANTS.

IF THE LANDSCAPE CONTRACTOR IS CONCERNED OR PERCEIVES ANY DEFICIENCIES IN THE PLANT SELECTIONS, SOIL CONDITIONS OR ANY OTHER SITE CONDITION WHICH MIGHT NEGATIVELY AFFECT PLANT ESTABLISHMENT, SURVIVAL OR GUARANTEE, THE CONTRACTOR MUST BRING THESE DEFICIENCIES TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO PROCUREMENT AND / OR INSTALLATION.

PROTECT ALL EXISTING TREES ON SITE SCHEDULED TO REMAIN. IF EXISTING TREES ARE DAMAGED IN ANY MANNER, ABOVE OR BELOW GROUND IN THE ROOT SYSTEM, AN ASPHALTIC TREE PRUNING PAINT SHOULD BE APPLIED IMMEDIATELY AFTER WOUNDING.

SOIL & GROUNDCOVER

WHERE SEED ABUTS PAVED SURFACES, FINISHED GRADE OF SOD / SEED SHALL BE HELD 1" BELOW SURFACE ELEVATION OF TRAIL, SLAB, CURB, ETC.

SEED ALL AREAS DISTURBED DUE TO GRADING. SEED SHALL BE INSTALLED AND MULCHED AS PER MNDOT SPECS.

LANDSCAPE CONTRACTOR SHALL VERIFY THAT SOIL AND COMPACTION CONDITIONS ARE ADEQUATE TO ALLOW FOR PROPER DRAINAGE AT AND AROUND THE BUILDING SITE.

PLANTINGS INFO

ALL PLANT MATERIAL SHALL COMPLY WITH THE LATEST EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK, AMERICAN ASSOCIATION OF NURSERYMEN. UNLESS NOTED OTHERWISE, ALL SHRUBS SHALL HAVE AT LEAST 5 CANES AT THE SPECIFIED MINIMUM SHRUB HEIGHT OR WIDTH. ORNAMENTAL TREES SHALL HAVE NO V CROTCHES AND SHALL BEGIN BRANCHING NO LOWER THAN 3' ABOVE ROOT BALL. STREET AND BOULEVARD TREES SHALL BEGIN BRANCHING NO LOWER THAN 5' ABOVE FINISHED GRADE.

ANY CONIFEROUS TREE PREVIOUSLY PRUNED FOR CHRISTMAS TREE SALES SHALL NOT BE USED. ALL CONIFEROUS TREES SHALL BE FULL FORM, NATURAL TO THE SPECIES, WITHOUT PRUNING.

PRIOR TO PLANTING, FIELD VERIFY THAT THE ROOT COLLAR / ROOT FLAIR IS LOCATED AT THE TOP OF THE BALLED & BURLAP TREE. IF THIS IS NOT THE CASE, SOIL SHALL BE REMOVED DOWN TO THE ROOT COLLAR / ROOT FLAIR. WHEN THE BALLED & BURLAP TREE IS PLANTED, THE ROOT COLLAR / ROOT FLAIR SHALL BE EVEN OR SLIGHTLY ABOVE FINISHED GRADE.

ALL PROPOSED PLANTS SHALL BE LOCATED AND STAKED AS SHOWN ON PLAN. ADJUSTMENTS IN LOCATION OF PROPOSED PLANT MATERIALS MAY BE NEEDED IN FIELD. SHOULD AN ADJUSTMENT BE ADVISED, THE LANDSCAPE ARCHITECT MUST BE NOTIFIED.

PLAN TAKES PRECEDENCE OVER PLANT SCHEDULE IF DISCREPANCIES IN QUANTITIES EXIST. SPECIFICATIONS TAKE PRECEDENCE OVER NOTES.

NO PLANT MATERIAL SUBSTITUTIONS WILL BE ACCEPTED UNLESS APPROVAL IS REQUESTED OF THE LANDSCAPE ARCHITECT BY THE LANDSCAPE CONTRACTOR PRIOR TO THE SUBMISSION OF A BID AND / OR QUOTATION.

WRAPPING MATERIAL SHALL BE CORRUGATED PVC PIPING 1" GREATER IN CALIPER THAN THE TREE BEING PROTECTED OR QUALITY, HEAVY, WATERPROOF CREPE PAPER MANUFACTURED FOR THIS PURPOSE. WRAP ALL DECIDUOUS TREES PLANTED IN THE FALL PRIOR TO 12-1 AND REMOVE ALL WRAPPING AFTER 5-1.

FERTILIZER

ALL PLANT MATERIALS SHALL BE FERTILIZED UPON INSTALLATION WITH A 27-3-3 SLOW RELEASE FERTILIZER MIXED IN WITH THE PLANTING SOIL PER THE MANUFACTURER'S INSTRUCTIONS. PLANTS MAY BE TREATED FOR SUMMER AND FALL INSTALLATION WITH AN APPLICATION OF GRANULAR 27-3-3 AT 6 OZ PER 2.5" CALIPER PER TREE AND 3 OZ PER SHRUB WITH AN ADDITIONAL APPLICATION OF 27-3-3 THE FOLLOWING SPRING IN THE TREE SAUCER.

EDGING FOR PLANTING BEDS

BLACK METAL EDGER TO BE USED TO CONTAIN SHRUBS, PERENNIALS, AND ANNUALS WHERE BED MEETS SOD / SEED UNLESS NOTED OTHERWISE.

PLANTING BED PREPARATION

ALL TREES NOT IN PLANTING BEDS TO RECEIVE 4" DEEP SHREDDED HARDWOOD / ROCK MULCH RING WITH NO MULCH IN DIRECT CONTACT WITH TREE TRUNK.

SPREAD GRANULAR PRE EMERGENT HERBICIDE (PREEN OR EQUAL) PER MANUFACTURER'S RECOMMENDATIONS UNDER ALL MULCHED AREAS.

MAINTENANCE STRIPS TO HAVE EDGER AND MULCH AS SPECIFIED / INDICATED ON DRAWING OR IN SPECIFICATION.

INSPECTION AND WARRANTY

CONTRACTOR SHALL SUBMIT A WRITTEN REQUEST FOR THE OWNER ACCEPTANCE INSPECTION OF ALL LANDSCAPE AND SITE IMPROVEMENTS.

CONTRACTOR IS RESPONSIBLE FOR ON-GOING MAINTENANCE OF ALL NEWLY INSTALLED MATERIALS UNTIL TIME OF OWNER ACCEPTANCE. ANY ACTS OF VANDALISM OR DAMAGE WHICH MAY OCCUR PRIOR TO OWNER ACCEPTANCE SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. CONTRACTOR SHALL PROVIDE THE OWNER WITH A MAINTENANCE PROGRAM INCLUDING, BUT NOT NECESSARILY LIMITED TO, PRUNING, FERTILIZATION AND DISEASE / PEST CONTROL.

CONTRACTOR SHALL GUARANTEE NEW PLANT MATERIAL THROUGH ONE (1) CALENDAR YEAR FROM THE DATE OF OWNER ACCEPTANCE.

WARRANTY (ONE (1) FULL GROWING SEASON) FOR LANDSCAPE MATERIALS SHALL BEGIN ON THE DATE OF ACCEPTANCE BY THE LANDSCAPE ARCHITECT AFTER THE COMPLETION OF PLANTING OF ALL LANDSCAPE MATERIALS. NO PARTIAL ACCEPTANCE WILL BE CONSIDERED.

TIMING OF INSTALLATION

UNLESS NOTED OTHERWISE THE APPROPRIATE DATES FOR SPRING PLANT MATERIAL INSTALLATION AND SEED / SOD PLACEMENT IS FROM THE TIME GROUND HAS THAWED TO JUNE 15.

FALL SODDING IS GENERALLY ACCEPTABLE FROM AUGUST 15 - NOVEMBER 1. FALL SEEDING FROM AUGUST 15 - SEPTEMBER 15; DORMANT SEEDING IN THE FALL SHALL NOT OCCUR PRIOR TO NOVEMBER 1. FALL CONIFEROUS PLANTING MAY OCCUR FROM AUGUST 15 - OCTOBER 1 AND DECIDUOUS PLANTING FROM THE FIRST FROST UNTIL NOVEMBER 15. PLANTING OUTSIDE THESE DATES IS NOT RECOMMENDED. ANY ADJUSTMENT MUST BE APPROVED IN WRITING BY THE LANDSCAPE ARCHITECT.

TREES ARE NOT TO BE PRUNED, REMOVED OR TRANSPLANTED BETWEEN APRIL 15 AND JULY 1. NOTIFY LANDSCAPE ARCHITECT IF THESE DATES ARE UNAVOIDABLE.

PLANT SCHEDULE

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT
DECIDUOUS TREES					
	AC-R	2	ACER RUBRUM `FRANKSRED` TM	RED SUNSET MAPLE	B&B
	GI-B	2	GINKGO BILOBA	GINKGO TREE	B&B
	GY-D	2	GYMNOCLADUS DIOICA	KENTUCKY COFFEETREE	B&B
	QU-B	1	QUERCUS BICOLOR	SWAMP WHITE OAK	B&B
	TI-A	2	TILIA AMERICANA `BOULEVARD`	BOULEVARD LINDEN	B&B
SYMBOL	CODE		BOTANICAL NAME	COMMON NAME	
GROUND COVERS					
	BB-M		BASIN BOTTOM MIX	MNDOT WET DITCH SEED MIX	
	SM-2		BASIN SIDE SLOPE MIX	MNDOT SOUTHERN TALLGRASS ROADSIDE MIX	
	TS-2		TURF SEED	MNDOT SOTHERN BOULEVARD SEED MIX	

TRAILERS PLUS ROGERS
19520 COUNTY ROAD 81
ROGERS, MN 55311

INTERSTATE GROUP, LLC
3800 AIRPORT ROAD
NAMPA, ID 83687

LOUCKS
PLANNING
CIVIL ENGINEERING
LAND SURVEYING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
12755 Highway 55, Suite R100
Plymouth 55441
763.424.5505
www.loucksinc.com

CADD QUALIFICATION

CADD files prepared by the Consultant for this project are instruments of the Consultant professional services for use solely with respect to this project. These CADD files shall not be used on other projects, for additions to this project, or for completion of this project by others without written approval by the Consultant. With the Consultant's approval, others may be permitted to obtain copies of the CADD drawing files for information and reference only. All intentional or unintentional revisions, additions, or deletions to these CADD files shall be made at the full risk of that party making such revisions, additions or deletions and that party shall hold harmless and indemnify the Consultant from any & all responsibilities, claims, and liabilities.

SUBMITTAL/REVISIONS

02/06/26 CITY SUBMITTAL

PROFESSIONAL SIGNATURE

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

PRELIMINARY

License # 58092
Date: October 06

QUALITY CONTROL

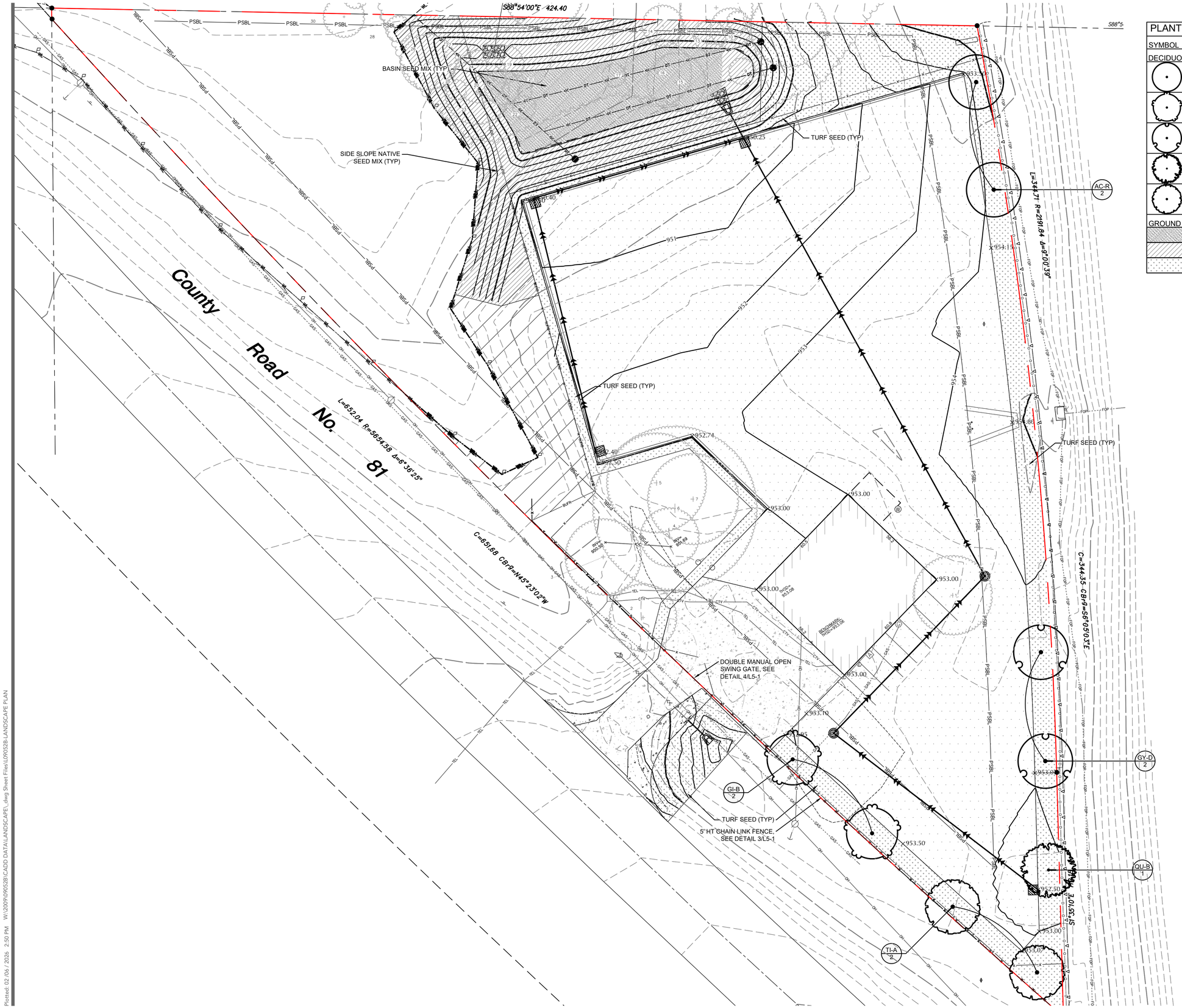
Loucks Project No.	090052B
Project Lead	MDS
Drawn By	ZHW/
Checked By	ZHW/MDS
Review Date	02/06/26

SHEET INDEX

C0-1	COVER SHEET
C1-1	EXISTING CONDITIONS
C1-2	DEMOLITION PLAN
C2-1	SITE PLAN
C3-1	GRADING PLAN
C3-2 - C3-3	SWPPP & NOTES
C4-1	UTILITY PLAN
C8-1 - C8-2	DETAILS
L0-1	TREE PRESERVATION PLAN
L1-1	LANDSCAPE NOTES
L2-1	LANDSCAPE PLAN
L5-1	LANDSCAPE DETAILS

LANDSCAPE NOTES
L1-1

Plotted: 02 /06 / 2026 2:49 PM W:\2009\090052B\CADD DATA\LANDSCAPE_dwg Sheet Files\L090052B-LANDSCAPE PLAN



PLANT SCHEDULE		
SYMBOL	CODE	COMMON NAME
DECIDUOUS TREES		
	AC-R	RED SUNSET MAPLE
	GI-B	GINKGO TREE
	GY-D	KENTUCKY COFFEETREE
	QU-B	SWAMP WHITE OAK
	TI-A	BOULEVARD LINDEN
GROUND COVERS		
	BB-M	MNDOT WET DITCH SEED MIX
	SM-2	MNDOT SOUTHERN TALLGRASS ROADSIDE MIX
	TS-2	MNDOT SOTHERN BOULEVARD SEED MIX

CALL BEFORE YOU DIG!

Gopher State One Call

TWIN CITY AREA: 651-454-0002
TOLL FREE: 1-800-252-1166

WARNING:

THE CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING FOR LOCATIONS OF ALL EXISTING UTILITIES. THEY SHALL COOPERATE WITH ALL UTILITY COMPANIES IN MAINTAINING THEIR SERVICE AND / OR RELOCATION OF LINES.

THE CONTRACTOR SHALL CONTACT GOPHER STATE ONE CALL AT 651-454-0002 AT LEAST 48 HOURS IN ADVANCE FOR THE LOCATIONS OF ALL UNDERGROUND WIRES, CABLES, CONDUITS, PIPES, MANHOLES, VALVES OR OTHER BURIED STRUCTURES BEFORE DIGGING. THE CONTRACTOR SHALL REPAIR OR REPLACE THE ABOVE WHEN DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.

N

0 20 40

SCALE IN FEET

TRAILERS PLUS ROGERS

19520 COUNTY ROAD 81
ROGERS, MN 55311

INTERSTATE GROUP, LLC

3800 AIRPORT ROAD
NAMPA, ID 83687

LOUCKS

PLANNING
CIVIL ENGINEERING
LAND SURVEYING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL

12755 Highway 55, Suite R100
Plymouth 55441
763.424.5505
www.loucksinc.com

CADD QUALIFICATION

CADD files prepared by the Consultant for this project are instruments of the Consultant professional services for use solely with respect to this project. These CADD files shall not be used on other projects, for additions to this project, or for completion of this project by others without written approval by the Consultant. With the Consultant's approval, others may be permitted to obtain copies of the CADD drawing files for information and reference only. All intentional or unintentional revisions, additions, or deletions to these CADD files shall be made at the full risk of that party making such revisions, additions or deletions and that party shall hold harmless and indemnify the Consultant from any & all responsibilities, claims, and liabilities.

SUBMITTAL/REVISIONS

02/06/26	CITY SUBMITTAL

PROFESSIONAL SIGNATURE

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

PRELIMINARY

License No. 58892
Date

QUALITY CONTROL

Loucks Project No.	090052B
Project Lead	MDS
Drawn By	ZHW
Checked By	ZHW/MDS
Review Date	02/06/26

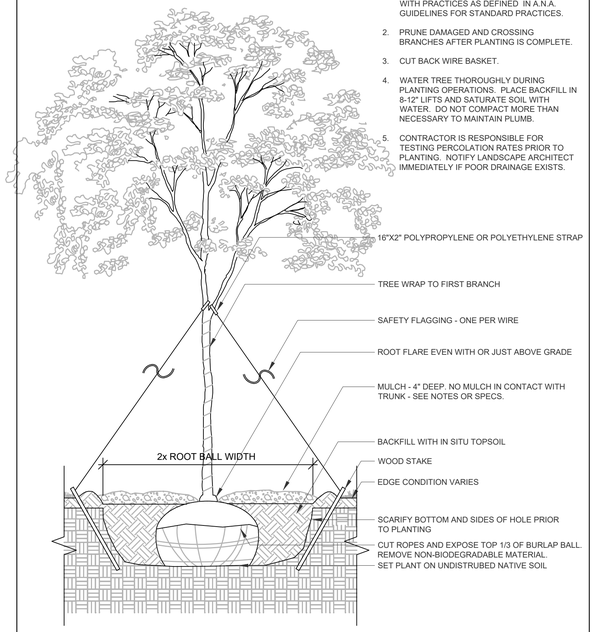
SHEET INDEX

C0-1	COVER SHEET
C1-1	EXISTING CONDITIONS
C1-2	DEMOLITION PLAN
C2-1	SITE PLAN
C3-1	GRADING PLAN
C3-2 - C3-3	SWPPP & NOTES
C4-1	UTILITY PLAN
C8-1 - C8-2	DETAILS
L0-1	TREE PRESERVATION PLAN
L1-1	LANDSCAPE NOTES
L2-1	LANDSCAPE PLAN
L5-1	LANDSCAPE DETAILS

LANDSCAPE PLAN

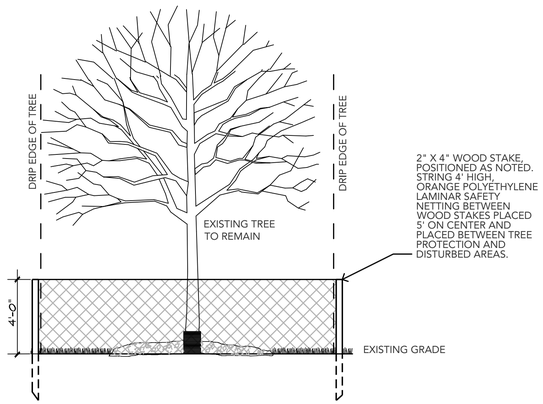
L2-1

Plotted: 02 /06 / 2026 2:50 PM W:\2009\090528\CADD DATA\LANDSCAPE\ dwg Sheet Files\L090528-LANDSCAPE PLAN



NOTES:
1. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING ALL TREES IN A PLUMB POSITION THROUGH THE WARRANTY PERIOD. STAKING IS SUGGESTED, BUT NOT REQUIRED. ANY STAKING MUST CONFORM WITH PRACTICES AS DEFINED IN A.N.A. GUIDELINES FOR STANDARD PRACTICES.
2. PRUNE DAMAGED AND CROSSING BRANCHES AFTER PLANTING IS COMPLETE.
3. CUT BACK WIRE BASKET.
4. WATER TREE THOROUGHLY DURING PLANTING OPERATIONS. PLACE BACKFILL IN 8-12" LIFTS AND SATURATE SOIL WITH WATER. DO NOT COMPACT MORE THAN NECESSARY TO MAINTAIN PLUMB.
5. CONTRACTOR IS RESPONSIBLE FOR TESTING PERCOLATION RATES PRIOR TO PLANTING. NOTIFY LANDSCAPE ARCHITECT IMMEDIATELY IF POOR DRAINAGE EXISTS.

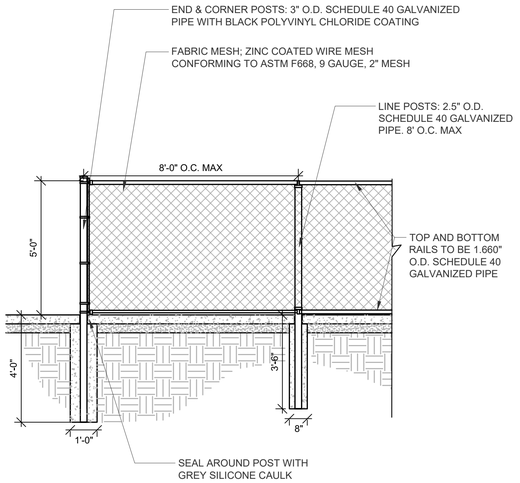
1	DETAIL - DECIDUOUS TREE	LOUCKS
	3/4" = 1'-0"	PROJ-09052B-01



TREE PROTECTION NOTE:
INSTALL SNOW FENCE AROUND EACH TREE TO BE PROTECTED PRIOR TO GRADING. FENCE SHALL BE PLACED AT THE DRIP EDGE OR CRITICAL ROOT ZONES OF THE TREES. FENCING SHALL BE NO CLOSER THAN 6' TO THE TRUNK OF ANY TREE TO BE PROTECTED. THE PERIMETERS FOR TREES BEING PROTECTED SHALL BE DESIGNATED AT ALL TIMES DURING CONSTRUCTION ACTIVITY AND SIGNAGE SHALL BE INSTALLED AT ALL TREE PROTECTION AREAS THAT INSTRUCTS WORKERS TO STAY OUT. CONTRACTOR SHALL AVOID ALL AREAS WITHIN TREE PROTECTION FENCE. SOIL SHOULD BE PROTECTED FROM EROSION AND CHANGES IN CHEMISTRY FROM CONCRETE OR TOXIC MATERIALS SUCH AS FUELS AND PAINTS.

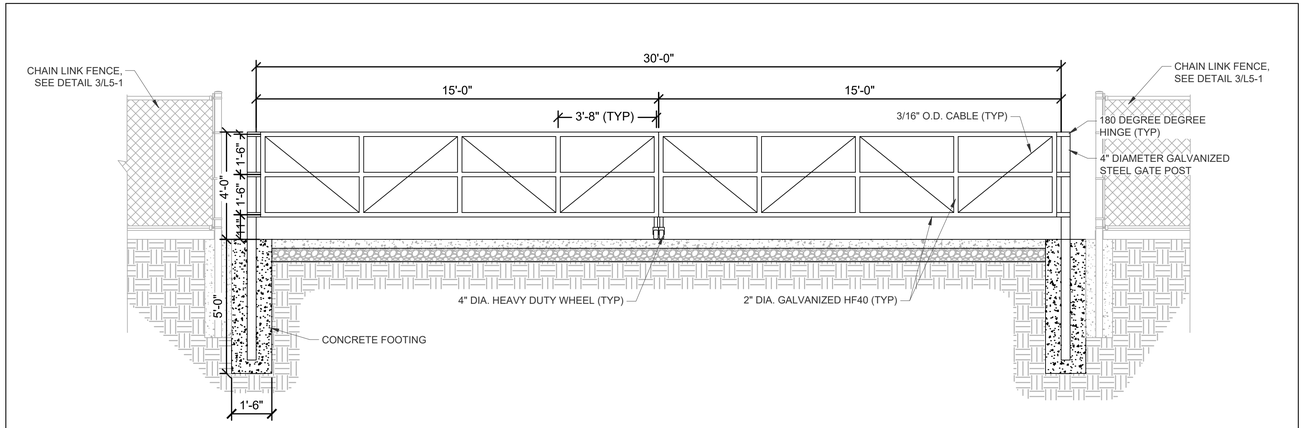
THE CONTRACTOR SHALL HAVE "TREE PAINT" ON SITE AT ALL TIMES. IF AN OAK IS WOUNDED DURING CONSTRUCTION, THE CONTRACTOR MUST IMMEDIATELY APPLY PAINT TO THE WOUND IN ORDER TO PREVENT OAK WILT. ALL DAMAGE TO TREES TO BE PROTECTED SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER AND LANDSCAPE ARCHITECT.

2	TREE PROTECTION	LOUCKS
	1/4" = 1'-0"	PROJ-09052B-08



NOTES:
1. PROVIDE SUBMITTAL FOR LANDSCAPE ARCHITECT/OWNER APPROVAL PRIOR TO INSTALLATION.
2. END & CORNER POSTS SHALL BE SET 48" INTO A 12" DIA. CONCRETE FOOTING LINE POSTS SHALL BE SET 42" INTO A 8" DIA. CONCRETE FOOTING.
3. ALL FITTINGS SHALL BE GALVANIZED STEEL.
4. TIES SHALL BE 9 GAUGE VINYL COATED ALUMINUM, SPACED MAXIMUM 12" O.C. ON HORIZONTAL RAILS AND ON VERTICAL POSTS.
5. CONTRACTOR TO VERIFY UTILITY LOCATIONS AND FIELD ALTER POST LOCATIONS AS NEEDED.

3	5' CHAIN LINK FENCE	LOUCKS
	3/8" = 1'-0"	PROJ-09052B-10



NOTES:
1. PROVIDE SUBMITTAL FOR LANDSCAPE ARCHITECT/OWNER APPROVAL PRIOR TO INSTALLATION.
2. ALL FITTINGS SHALL BE GALVANIZED STEEL.
3. CONTRACTOR TO VERIFY UTILITY LOCATIONS AND FIELD ALTER POST LOCATIONS AS NEEDED.

4	MANUAL VEHICLE SWING GATE	LOUCKS
	3/8" = 1'-0"	PROJ-09052B-20

Plotted: 02 /06 / 2026 2:50 PM W:\2009\090052B\CADD DATA\LANDSCAPE\..dwg Sheet Files\L090052B DETAILS

TRAILERS PLUS ROGERS
19520 COUNTY ROAD 81
ROGERS, MN 55311

INTERSTATE GROUP, LLC
3800 AIRPORT ROAD
NAMPA, ID 83687

LOUCKS
PLANNING
CIVIL ENGINEERING
LAND SURVEYING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
12755 Highway 55, Suite R100
Plymouth 55441
763.424.5505
www.loucksinc.com

CADD QUALIFICATION
CADD files prepared by the Consultant for this project are instruments of the Consultant professional services for use solely with respect to this project. These CADD files shall not be used on other projects, for additions to this project, or for completion of this project by others without written approval by the Consultant. With the Consultant's approval, others may be permitted to obtain copies of the CADD drawing files for information and reference only. All intentional or unintentional revisions, additions, or deletions to these CADD files shall be made at the full risk of that party making such revisions, additions or deletions and that party shall hold harmless and indemnify the Consultant from any & all responsibilities, claims, and liabilities.

SUBMITTAL/REVISIONS
02/06/26 CITY SUBMITTAL

PROFESSIONAL SIGNATURE
I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.
PRELIMINARY
License No. 58092
Date: ~~October 06~~

QUALITY CONTROL

Loucks Project No.	090052B
Project Lead	JMDS
Drawn By	ZHW/DGT
Checked By	ZHW/JMDS
Review Date	02/06/26

SHEET INDEX

C0-1	COVER SHEET
C1-1	EXISTING CONDITIONS
C1-2	DEMOLITION PLAN
C2-1	SITE PLAN
C3-1	GRADING PLAN
C3-2 - C3-3	SWPPP & NOTES
C4-1	UTILITY PLAN
C8-1 - C8-2	DETAILS
L0-1	TREE PRESERVATION PLAN
L1-1	LANDSCAPE NOTES
L2-1	LANDSCAPE PLAN
L5-1	LANDSCAPE DETAILS

LANDSCAPE DETAILS
L5-1

STAFF REPORT **Meeting Date**: March 10, 2026

ROGERS CITY COUNCIL **Agenda Item**: 5.14

Subject: Approval of a Development Agreement and Stormwater Agreement for the Oppidan Industrial Development for Lot 1, Block 1, Vevea Lane Addition
Prepared By: Brett Angell, Community Development Director

Recommended Council Action
Motion to approve the Development Agreement and Stormwater Agreement for the Oppidan Industrial Development for Lot 1, Block 1, Vevea Lane Addition, subject to the final review and approval by the City Attorney.

Overview / Background / Analysis
At the February 24, 2026, meeting, the City Council approved a Preliminary Plat, Final Plat, Site Plan, Rezoning, and Comprehensive Plan Amendment for the development of an approximately 117,000 square foot light industrial building. The proposed building includes related site improvements corresponding to the development, including grading, landscaping, stormwater, and more. As a condition of the approval, the developer would be required to enter into all required agreements with the city prior to the issuance of a permit for construction or site work.

This item includes two agreements corresponding to the development. The Development Agreement is the overarching agreement which guides and ensures all site work meets the standards as established by the city and all required conditions of approval. The Development Agreement also includes any required sureties and financial obligations. The Stormwater Agreement ensures the proper installation and maintenance of the development's stormwater facilities into the future.

Staff Recommendation
Motion to approve the Development Agreement and Stormwater Agreement for the Oppidan Industrial Development at Lot 1, Block 1, Vevea Lane Addition, subject to the final review and approval by the City Attorney.

Financial Impact: Not applicable. **Source Fund**: Not applicable.

Budgeted? N/A

Supporting Documentation
A. Oppidan Development Agreement
B. Oppidan Stormwater Maintenance Agreement

[Torrens Cert#]
[Abstract Cert#]

DEVELOPMENT AGREEMENT

OPPIDAN VEVEA LANE INDUSTRIAL

THIS DEVELOPER'S AGREEMENT ("Agreement") is made this March 10th, 2026 by and between the City of Rogers, a municipal corporation under the laws of Minnesota ("City"), located at 22350 Diamond Lake Road, Rogers, Minnesota 55374, and *Oppidan Investment Company*, a Minnesota Corporation, located at *400 Water Street, Suite 200, Excelsior, MN 55331* ("Developer").

RECITALS

A. The purpose of this Agreement is to set forth the general rights, obligations and duties of the City and the Developer with respect to the development in the City of an industrial development, commonly known as "*Oppidan Vevea Lane Industrial*", comprised of one industrial building totaling approximately 177,000 square feet in size.

B. This Development Agreement applies to Lot 1 of Vevea Lane Addition ("Development") which consists of approximately 9.08 acres described as Lot 1, Block 1, Vevea Lane Addition, according to the recorded plat thereof ("Subject Property") and legally described as attached in Exhibit A.

C. Development of the Subject Property consists of one (1) building for a total of 117,000 square feet, as more specifically set forth in Exhibit D. The Final Plat also includes a second lot (Lot 2) of approximately 0.52 acres to be utilized as single family residential with the existing home on the site, and approximately 1.67 acres of land to be dedicated as public right-of-way.

D. Pursuant to an approved Preliminary Plat and Final Plat for development of Vevea Lane Addition by Resolution No. 2024-123, adopted by the City Council February 24, 2026, the

rezoning from RC to GI via Ordinance 2026-03 adopted by the City Council on February 24, 2026, and the 2040 Comprehensive Plan Amendment re-guiding the property from Commercial to Industrial via Resolution 2026-13 adopted by the City Council on February 24, 2026 (collectively, the "City Approvals"). The terms and conditions of the City Approvals are incorporated into this Agreement by reference. Development of the Property shall be in conformance with City Code, City Approvals, and this Development Agreement.

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

G. The City requires that the Developer perform work and install certain on and off-site improvements within the Subject Property, which work and improvements typically consist of the grading and erosion control, public utilities (sewer, water and storm sewer), streets, private utilities (gas, electric, and communications), sidewalks and trails, street signs and traffic control signs, lighting, boulevard landscaping, drainage swales, street cleaning, landscaping, and wetland buffers, which improvements to the Subject Property shall be referred to herein as the "Improvements."

AGREEMENT

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

ARTICLE ONE
CONSTRUCTION OF IMPROVEMENTS; EASEMENTS & RIGHTS OF ENTRY

1.01. Developer Responsible. The Developer has submitted its plans and specifications for the Development to the City for the City's review and approval. Developer agrees to construct and pay for the Improvements required for development of the Subject Property, as described in plans and specifications approved by of the City Engineer or designee ("Approved Plans"). For the purpose of this Agreement, the Approved Plans shall include the Site Plan, Grading, Erosion Control, Storm Water/SWPPP, Landscaping Plan and Street and Utility Plan Sets dated January 2, 2026 with a final revision date of February 10, 2026, and approved by the City Engineer on *XXX* as more specifically set forth in Exhibit C. The Improvements shall be constructed in accordance with City specifications and the Approved Plans. Prior to beginning construction, the Developer or the Developer's engineer shall submit a copy of the Approved Plans to the Public Works Director and shall schedule a preconstruction meeting with all concerned parties, including City staff and engineers to review the program for construction work. All labor and work will be in strict conformance with the Approved Plans. Any deviation from the Approved Plans must be preapproved in writing by the Public Works Director, which shall not be unreasonably withheld. Developer shall pay for Improvements which costs are estimated and listed in the attached Exhibit B.

1.02. Staking, Surveying and Inspections. Developer must provide all required staking and

surveying for the Improvements in order to ensure that the completed Improvements conform to the Approved Plans. The Developer will provide for construction inspection and material testing for the Improvements. The Developer shall instruct its engineer to provide full-time field inspection personnel in order for the Developer's engineer to be able to certify that the construction work meets the approved City standards as a condition of City acceptance. In addition, the City may, at the City's discretion and at the Developer's expense, have one or more City inspectors and a soil engineer inspect the work on a full or part-time basis. The designated City inspectors must be notified and present to witness all utility tests. This includes watermain (hydrostatic testing, conductivity testing, disinfection testing), sanitary sewer (trace wire, leakage testing, deflection testing), and any other utility testing as deemed necessary by the City Engineer. The Developer, its contractors and subcontractors, shall follow all instructions received from the City's inspectors. The Developer and/or the Developer's engineer shall provide for on-site project management. The Developer's engineer is responsible for design changes and contract administration between the Developer and the Developer's contractor. The Developer or his or her engineer shall schedule a pre-construction meeting at a mutually agreeable time at City Hall with all parties concerned, including the City staff, to review the program for the construction work.

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

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

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

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

include acceptance of any Improvements which are to be transferred to the City.

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

1.07. Maintenance Bond. The Developer and/or its contractor shall be required to furnish the City a two (2) year maintenance bond guaranteeing the Improvements that are transferred to the City. The maintenance bond shall be provided to the City upon final inspection and acceptance of said Improvements. This development does not anticipate any improvements as dedicated to the City and as such a maintenance bond shall be limited to ensuring landscaping survival as detailed in Section 1.08.

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

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

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

1.11. Easement to the Developer. The City, at no charge to Developer, grants to the Developer a Temporary Construction Easement ("Easement") over, under and across the rights-of-way dedicated to the public in the Vevea Lane Addition Final Plat for purpose of construction of the Improvements.

The Easement will commence with the filing of this Agreement with Hennepin County, and shall terminate upon the acceptance City's issuance of the Final Approval.

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

ARTICLE TWO
DEVELOPMENT STANDARDS & REQUIREMENTS

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

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

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

2.04. Billboard Removal. Per existing agreements corresponding to the Subject Property, the existing billboard that is located on Lot 1, Block 1, Vevea Lane Addition shall be removed from the property at the time of construction of the Development.

2.05. Proof of Parking. The Development includes proof of parking located in the north (rear yard) of the development. The Developer shall coordinate with City Staff following the finalization and signed lease for a tenant to determine if any or all of the proof of parking stalls shall be constructed or stripped.

ARTICLE THREE
FINANCIAL GUARANTY & REQUIRED PAYMENTS

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

3.02. Financial Guaranty, Improvements. Prior to commencement of construction of the Improvements, the Developer will furnish the City an irrevocable Letter of Credit or cash escrow deposit in the same amount equal to 125 percent of non-public Improvements and 150 percent of the Improvements to be dedicated to the City (collectively referred hereafter as "Security"), approved by

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

	Reduction	Release*
Site grading and erosion control	50-percent after rough grading and soil stabilization, 90-percent after testing, inspection, acceptance and approval of submitted as-builts	Project completion and removal of erosion control
Watermain improvements	Value of the completed work at the time of the requested reduction (not to exceed 90-percent)	After testing, inspection, acceptance and approval of submitted as-builts
Sanitary sewer improvements	Value of the completed work at the time of the requested reduction (not to exceed 90-percent)	After testing, inspection, acceptance and approval of submitted as-builts
Stormwater management facilities	Value of the completed work at the time of the requested reduction (not to exceed 90-percent)	After functionality is observed by city staff and approval of submitted as-builts
Street improvements	75-percent after first lift installed and all curbing installed and backfilled	After acceptance
Parking lot improvements	75-percent after first lift installed and all curbing installed and backfilled	Project completion

Sidewalk/trail improvements	Value of the completed work at the time of the requested reduction (not to exceed 90-percent)	After acceptance
Wetland and buffer restoration	Value of the completed work at the time of the requested reduction (not to exceed 90-percent)	Restoration complete
Wetland monitoring	1/5th at submittal of each annual report	After 5 years of annual reports
Landscaping and tree mitigation	20-percent after full installation	After one full growing season following installation

3.03. Escrow. The Developer shall submit an Escrow Receipt Form and escrow for the Development as required by Exhibit B ("Escrow"). This Escrow is to be used by the City staff to charge costs of services or materials in connection activities required under this Agreement as set forth on the attached Exhibit B. If, at any time prior to completion of the development contract administration process, the balance in the Escrow is depleted to less than 10 percent of the originally required Escrow amount, the Developer shall deposit additional funds in the cash escrow account as determined by the City. Developer shall pay additional escrow as reasonably determined by the City within 10 days of written demand. Failure to make payment of the additional escrow amount will permit the City to supplement those amounts from the Security pursuant to Section 4.02 or to issue the Developer a stop work order. A new Escrow Receipt Form must be completed when replenishing the escrow and to ensure that contact information on the new Escrow Receipt Form is the same as the original escrow form. The City shall return the unused escrow balance to the Developer no sooner than six (6) months after the acceptance of the Improvements by the City at the contact information provided on the Escrow Receipt Form(s).

ARTICLE FOUR
OTHER REQUIREMENTS

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

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

a. Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, competed operations and contractual liability insurance) together with an Owner's Contractor's Policy with limits against bodily injury, including death, and property damage (to include, but not be limited to damages caused by erosion or flooding) which may arise out of Developer's work or the work of any of its subcontractors. The exclusion for underground collapse shall be removed.

b. Limits for bodily injury or death shall not be less than $500,000.00 for one person and $1,500,000.00 for each occurrence; limits for property damage shall not be less than $2,000,000.00 for each occurrence.

c. Worker's compensation insurance, with statutory coverage, if applicable.

d. Developer shall file a Certificate of Insurance with the City Clerk prior to commencing site grading. Developer shall be responsible for insuring that the Certificate bear the following wording.

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

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

4.04. Building Permits and Occupancy. Building permits shall only be issued upon execution of this Agreement by the City and Developer and all amounts due and securities required under this Agreement are paid to the City, the Final Plat is recorded and a receipt of said recording is provided to the City, and the streets (including curb and gutter installation) needed for access to lots where permits are requested are paved with the base course of bituminous, and the sewer and water service utilities are tested and approved by the City Engineer or designee. Prior to recording of the Final Plat, permits for grading and erosion control may be issued in conjunction with an approved grading permit and payment of the required Security and Escrow by Developer to the City as identified in Exhibit B. No occupancy of any newly constructed building in said Final Plat shall occur until the base course of bituminous is in place and a certificate of occupancy has been issued by the City Building Official. The Developer shall use the model home only for real estate sales purposes and no other purposes.

4.05. Underground Utilities. The Developer shall contact the electric, telephone, gas and cable companies that are authorized to provide service to the Subject Property for the purpose of

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

4.06. Street Cleaning. Developer shall contract with a street cleaning firm to provide street cleaning services within and immediately adjacent to the Property. A copy of said contract shall be submitted to and approved by City prior to the issuance of a grading permit. This contract shall name City as an authorized agent to order street cleaning services as City deems necessary. The cost of the street cleaning under the contract shall be paid for by Developer. During development of the Property, the Developer shall clean dirt and debris from streets adjoining or within its development on a weekly basis that has resulted from construction work by the Developer, its contractors, subcontractors, agents or assigns. The City will inspect the Subject Property not less than on a weekly basis to determine whether it is necessary to take additional measures to clean dirt and debris from the streets. After 24 hours' telephone notice to the Developer's owner's representative, the City may complete or contract to complete the clean-up at the Developer's expense. The City may draw down on the Escrow or Security to pay such costs.

4.07. Construction Hours; Noise; Dust. Developer will comply with all requirements of the City pertaining to the hours and days during which construction activities may take place. Unless otherwise approved in writing by the City Administrator, construction hours shall be 7:00 a.m. to 7:00 p.m. Monday through Friday and 9:00 a.m. to 5:00 p.m. on Saturday, and upon request, due to construction delays out of the Developer's control, extended Saturday hours and Sunday hours established by the City Administrator. The Developer shall not be permitted to work on construction of the Improvements on holidays, except in the case of emergencies. The Developer shall provide dust control to the satisfaction of the City Engineer. Developer shall be responsible for coordinating special work hours with the City Engineer and City Inspectors.

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

4.10. Erosion Control. Developer shall be responsible for compliance with an approved erosion control plan. The Developer will be given a telephone notice when an unsatisfactory condition exists that is determined to be a Developer's responsibility. Work to correct said unsatisfactory condition shall commence within 72 hours from the time of the telephone notice to Developer's owner's representative. If work is not commenced within 72 hours of said telephone notice, City will proceed to do the required work at the expense of the Developer. If it is determined that the unsatisfactory condition could result in degradation of downstream water quality, Developer shall, upon telephone notice, immediately proceed to correct said unsatisfactory condition. If Developer does not, within the stated time period, respond to said unsatisfactory condition, City has the right

to enter upon the Subject Property and correct said condition. City shall be entitled to reimbursement and may draw on the Escrow or Security to cover its costs and expenses including, but not limited to legal, fiscal and engineering related to correction of the condition. City may draw on Developer's financial escrow and Security.

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

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

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

4.14. Miscellaneous Obligations. Developer shall comply with the terms and conditions set forth in this Agreement and following ordinances and resolutions pertaining to the Development: *terms and conditions as defined in Resolution 2026-13.*

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

A. The Developer or businesses must obtain a sign permit from the City's Building Official prior to installation of any monument or wall mounted signs.
B. The Developer shall supply a complete set of the approved construction plans in an AutoCAD.DWG electronic file format before the preconstruction conference.
C. The Developer shall include the "City of Rogers Standard Details and Specifications" (all applicable sections) in the contract documents of their improvement project.
D. Additional Special Provisions:
    a. Obtain all required Hennepin County and MnDOT right-of-way construction permits.
    b. Obtain all Elm Creek Watershed Commission approval.
    c. Obtain MDH, MPCA & MCES permits.

ARTICLE FIVE
DEFAULT AND REMEDIES

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

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

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

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

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

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

ARTICLE SIX
MISCELLANEOUS PROVISIONS

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

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

6.03. Agreement to Run with Land. The Developer agrees to record this Agreement among the land records of Hennepin County, Minnesota contemporaneously with recording the Final Plat of Vevea Lane Addition and corresponding Final Plat Resolution No. 206-13. The provisions of this Agreement shall run with the land and be binding upon the Developer and its successors in interest. Notwithstanding the foregoing, no conveyance of the Subject Property or any part thereof shall relieve the Developer of its personal liability for full performance of this Agreement unless the City expressly so releases the Developer in writing.

6.04. Release. Upon completion of Improvements, the City's issuance of the Final Approval, and satisfaction of all of the Developer's obligations under this Agreement, which shall be evidenced by the expiration of the maintenance bond required by Section 1.07 of this Agreement, the City agrees

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

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

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

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

DEVELOPER:
Oppidan Investment Company
400 Water Street, Suite 200
Excelsior, MN 55331
Telephone: (651) 401-2898
Attn: Ryan Durand, Developer

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

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

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

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

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

6.11. Non-waiver. Each right, power or remedy conferred upon the City or the Developer by this Agreement is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, or available to the City or the Developer at law or in equity, or under any

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

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

[This page was intentionally left blank.]

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

OPPIDAN INVESTMENT COMPANY

_____

Its Principal

STATE OF MINNESOTA)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____ 2026, _____, _____, of *Oppidan Investment Company,* a Minnesota Corporation, on behalf of the corporation.

_____
Notary Public

CITY OF ROGERS

_____
Shannon Klick
Its Mayor

_____
Stacie Brown
Its City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 10th day of March, 2026 by Shannon Klick and by Stacie Brown, the Mayor and City Clerk, respectively, of the City of Rogers, a Minnesota municipal corporation, on behalf of the corporation.

_____
Notary Public

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

EXHIBIT A

OPPIDAN VEVEA LANE ADDITION
LEGAL DESCRIPTION OF THE PROPERTY

LOT 1, BLOCK 1, VEVEA LANE ADDITION, Hennepin County, Minnesota, according to the recorded plat thereof

EXHIBIT B

OPPIDAN VEVEA LANE ADDITION
FEES, IMPROVEMENT COSTS & FINANCIAL SECURITIES

TO BE INSERTED

EXHIBIT C

OPPIDAN VEVEA LANE ADDITION
APPROVED PLANS

TO BE INSERTED

EXHIBIT D

OPPIDAN VEVEA LANE ADDITION
ARCHITECTURAL RENDERINGS

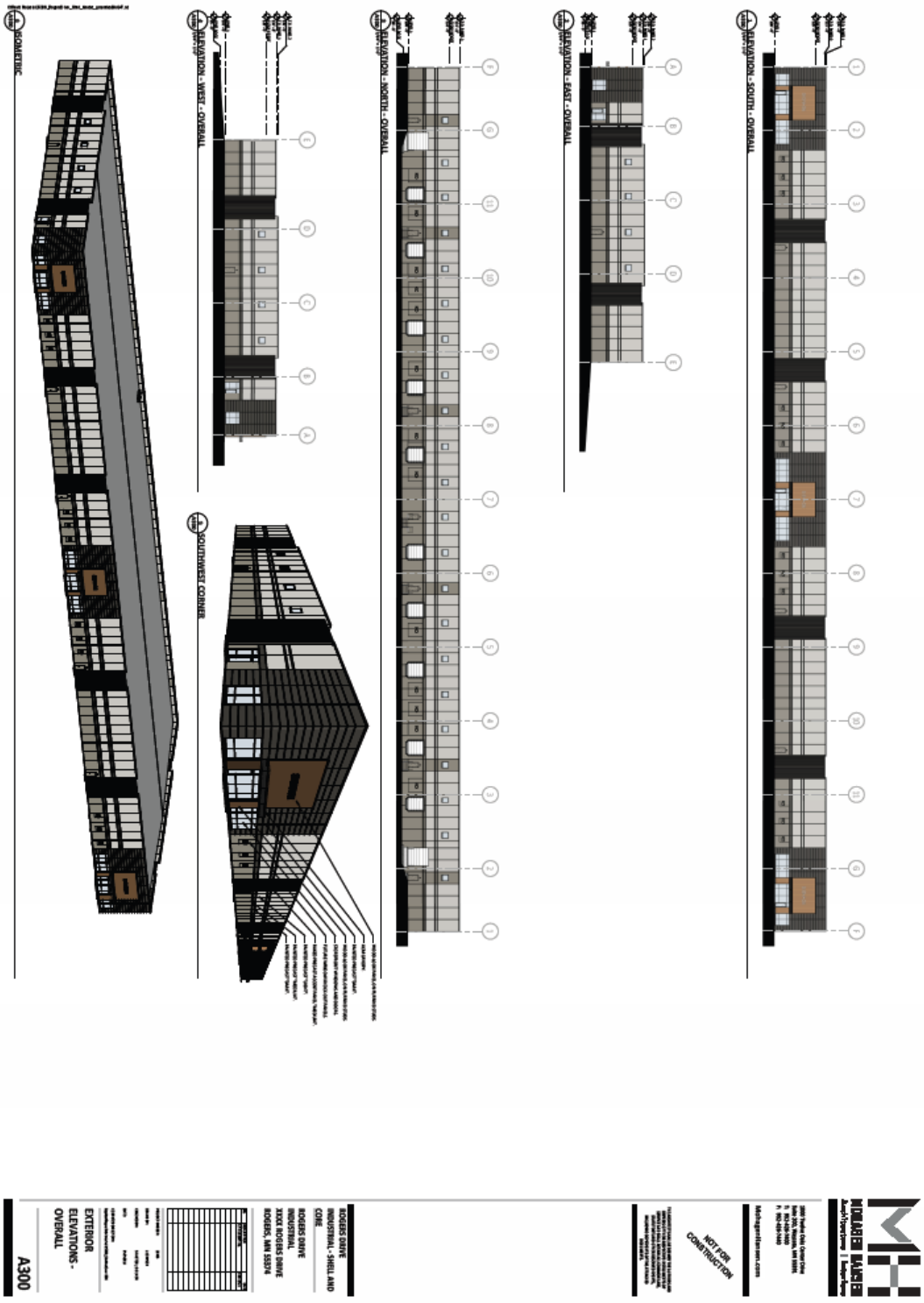


EXHIBIT E

OPPIDAN VEVEA LANE ADDITION
CONSENT

_____ ("Bank") holds a mortgage encumbering the Property.

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

_____

Dated:_____, 20__

By: _____

Its: _____

ACKNOWLEDGEMENT FOR BANK

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

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

_____
Notary Public

[Developer to provide the required consents]

STORMWATER MAINTENANCE AGREEMENT
OPPIDAN VEVEA LANE INDUSTRIAL

THIS AGREEMENT is made this 10th day of March, 2026 by and between the City of Rogers, a municipal corporation under the laws of Minnesota ("City"), located at 22350 Diamond Lake Road, Rogers, Minnesota 55374, and Oppidan Investment Company (Oppidan)., a Minnesota Corporation, located at 400 Water Street, STE 200, Excelsior, MN 55331 ("Developer").

RECITALS

A. This Stormwater Maintenance Agreement applies to Lot 1, Block 1, Vevea Lane Addition which consists of 9.08 gross acres ("Subject Property") and legally described as attached in Exhibit A.

B. The Developer is the fee title owner of the Subject Property upon recording of this document.

C. The City Council approved the Site Plan, Preliminary Plat, and Final Plat for the development via Resolution 2026-13 on February 24, 2026,and the City Engineer approved the Civil Plans on XXXX (collectively, "City Approvals")..

D. The Developer intends to construct within the drainage and utility easement area ("Easement Area") described in Exhibit B, certain stormwater improvements ("Stormwater Improvements") as depicted in Exhibit C for the benefit of the Subject Property.

E. The City has entered into an agreement with the Developer for the construction and maintenance of the Stormwater Improvements.

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

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

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

AGREEMENT

1. Maintenance of the Stormwater Improvements. The Developer and any successor fee owner of the Subject Property shall be responsible for maintaining the Stormwater Improvements and for observing all drainage laws governing the operation and maintenance of the Stormwater Improvements. The Developer shall adequately maintain and inspect the Stormwater management facilities located on the Subject Property including all pipes and ditches built to convey Stormwater to the facility, as well as structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as good working condition so that the facilities are performing their design functions. The Developer shall inspect Stormwater Improvements as scheduled in Exhibit D. The Developer shall make all such scheduled inspections, keep record of all inspections and maintenance activities, and submit such records annually to the City. The cost of all inspections and maintenance, including skimming and cleaning of the Stormwater Improvements, shall be the obligation of the Developer and anysuccessor fee owner of the Subject Property.

2. City's Maintenance Rights. The City may maintain the Stormwater Improvements, as provided in this paragraph, if the City reasonably concludes that the Developer or any successorhas failed to maintain the Stormwater Improvements in accordance with applicable drainage laws and any other applicable requirements including the City Approvals and such failure continues for 60 days after the City gives the Developer written notice of such failure. The City's notice shall specifically state which maintenance tasks are to be performed. If the Developer does not complete the maintenance tasks within 60 days after such notice is given by the City, the City shall have the right to enter upon the Subject Property to make access, as reasonably necessary, to the Easement Area to perform such maintenance tasks. In such case, the City shall send an invoice of its reasonable maintenance costs to the Developer or its successors or assigns, which shall include all staff time, engineering and legal and other costs and expenses incurred by the City. If the Developer or any successors fail to reimburse the City for its costs and expenses in maintaining the Stormwater Improvements within 30 days of receipt of an invoice for such costs, the City shall have the right to assess the full cost thereof against the Subject Property. The Developer, on behalf of itself and its successor and assigns, acknowledges that the maintenance work performed by the City regarding the Stormwater Improvements benefits theSubject Property in an amount which exceeds the assessment and hereby waives any right to hearing or notice and the right to appeal the assessments otherwise provided by Minnesota Statutes Chapter 429. Notwithstanding the foregoing, in the event to an emergency, as determined by the City Engineer, the 60-day notice requirement to the Developer for failure to perform maintenance tasks shall be and hereby is waived in its entirety by the Developer, and the Developer shall reimburse the City and be subject to assessment for any expense so incurred by the City in the same manner as if written notice as described above has been given.

3. Hold Harmless. The Developer and any successors hereby agree to indemnify and hold harmless the City and its agents and employees against any and all claims, demands, losses, damages, and expenses (including reasonable attorneys' fees) arising out of or resulting from the Developer's or the Developer's agents or employee's negligent or intentional acts, or any violation of any safety law, regulation or code in the performance of this Agreement, without

regard to any inspection or review made or not made by the City, its agents or employees or failure by the City, its agents or employees to take any other prudent precautions. In the event the City, upon the failure of the Developer to comply with any conditions of this Agreement, performs said conditions pursuant to its authority in this Agreement, the Developer shall indemnify and hold harmless the City, its employees, agents and representatives for its own negligent acts in the performance of the Developer's required work under this Agreement, but this indemnification shall not extend to intentional or grossly negligent acts.

4. Costs of Enforcement. The Developer agrees to reimburse the City for all costs incurred by the City in the enforcement of this Agreement, or any portion thereof, including court costs and reasonable attorneys' fees.

5. Notice. All notices required under this Agreement shall either be personally delivered or be sent by certified or registered mail and addressed as follows:

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

DEVELOPER:
Oppidan
400 Water Street, STE 200
Excelsior, MN 55331
Telephone: (651)408-2898
Attn: Ryan Durand, Developer

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

6. Successors. All duties and obligations of Developer under this Agreement shall also be duties and obligations of any successor fee owners of the Subject Property. The terms and conditions of this Agreement shall run with the Subject Property.

7. Effective Date. This Agreement shall be binding and effective as of the date hereof.

[Balance of this page intentionally left blank]

OPPIDAN INVESTMENT COMPANY

_____

Its

STATE OF MINNESOTA)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____ 2026, by _____, _____, of Oppidan Investment Company., a Minnesota Corporation, on behalf of the company.

_____
Notary Public

[Balance of this page intentionally left blank]

CITY OF ROGERS

_____
Shannon Klick
Its Mayor

_____
Stacie Brown
Its Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 10th day of March, 2026 by Shannon Klick and by Stacie Brown, the Mayor and Clerk, respectively, of the City of Rogers, a Minnesota municipal corporation, on behalf of the corporation.

_____
Notary Public

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

[Balance of this page intentionally left blank]

EXHIBIT A

OPPIDAN VEVEA LANE ADDITION

LEGAL DESCRIPTION OF THE PROPERTY

LOT 1, BLOCK 1, VEVEA LANE ADDITION, Hennepin County, Minnesota, according to the plat thereof.

EXHIBIT B

OPPIDAN VEVEA LAND ADDITION

LEGAL DESCRIPTION OF DRAINAGE AND UTILITY EASEMENTS

Legal Description

INSERT.

EXHIBIT C

CREATIVE LAWN AND LANDSCAPES

DEPICTION OF STORMWATER IMPROVEMENTS

TO BE INSERTED

EXHIBIT D

OPPIDAN VEVEA LANE ADDITION

STORMWATER MAINTENANCE AGREEMENT

Inspection Schedule for Stormwater Improvements

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

STAFF REPORT **Meeting Date**: March 10, 2026

ROGERS CITY COUNCIL **Agenda Item**: 5.15

Subject: Approval of Resolutions 2026-23 & 2026-24 Authorizing a Letter of Credit Release for Skye Meadows 1st & 2nd Additions & Acceptance of Street Improvements
Prepared By: Eric Burtness, Community Development Specialist

Recommended Council Action
Approve the resolution accepting the public improvements and authorizing the release of the Letters of Credit for Skye Meadows 1st Addition and Skye Meadows 2nd Addition, contingent upon receipt of the required warranty bonds.

Overview / Background / Analysis

On October 27, 2020, the City of Rogers entered into a Subdivision Agreement with US Home Corporation dba Lennar (“Developer”) corresponding to Skye Meadows 1st Addition, a phase of the Skye Meadows residential subdivision. The grading and infrastructure related activities associated with this addition have been completed. The Developer has requested release of the remaining financial guarantee associated with the project. After staff review and final inspection by the City Engineer, the City may authorize a release of the Letter of Credit from $192,856.47 to $0.00 and accept the public improvements, subject to receipt of a two-year street warranty bond in the amount of $476,188.82, effective March 10, 2026, through March 10, 2028.

On May 11, 2021, the City of Rogers entered into a Subdivision Agreement with US Home Corporation dba Lennar (“Developer”) corresponding to Skye Meadows 2nd Addition, another phase of the Skye Meadows residential subdivision. The grading and infrastructure related activities associated with this addition have also been completed. The Developer has requested release of the remaining financial guarantee associated with the project. After staff review and final inspection by the City Engineer, the City may authorize a release of the Letter of Credit from $839,664.00 to $0.00 and accept the public improvements, subject to receipt of a two-year street warranty bond in the amount of $2,056,849.00, effective March 10, 2026, through March 10, 2028.

Staff Recommendation
Staff recommends approval of the release of the Letters of Credit for Skye Meadows 1st Addition and Skye Meadows 2nd Addition, contingent upon receipt of the required two-year street warranty bonds and final acceptance of the public improvements.

Financial Impact: N/A **Source Fund**: N/A

Budgeted? N/A

Supporting Documentation

A. Resolution No. 2026-23 Skye Meadows 1st Addition Release
B. Resolution No. 2026-24 Skye Meadows 2nd Addition Release

RESOLUTION NO. 2026-23

A RESOLUTION ACCEPTING STREET IMPROVEMENTS AND AUTHORIZING A LETTER OF CREDIT RELEASE FOR SKYE MEADOWS 1ST ADDITION

WHEREAS, pursuant to the Subdivision Agreement for Skye Meadows 1st Addition dated October 27, 2020, between the City of Rogers and US Home Corporation dba Lennar ("Developer"), the Developer was required to construct certain public improvements for the development; and

WHEREAS, the required public improvements have been constructed in accordance with the approved plans and City standards; and

WHEREAS, the City Engineer has completed final inspection and recommends Final Approval of the improvements and release of the remaining financial guarantee; and

WHEREAS, the Developer has requested release of the remaining Letter of Credit associated with the project;

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

1. Final Approval for Skye Meadows 1st Addition is hereby granted.
2. Goldman Sachs Bank USA Letter of Credit No. 40000743 shall be reduced from $192,856.47 to $0.00**,** contingent upon receipt of a two-year street warranty bond in the amount of $476,188.82**,** effective March 10, 2026, through March 10, 2028.

BE IT FURTHER RESOLVED, by the City Council of Rogers, County of Hennepin, Minnesota, that the public improvements associated with Skye Meadows 1st Addition are hereby accepted for perpetual City ownership and maintenance upon the Developer furnishing the City with the required two-year street warranty bond dated from March 10, 2026 through March 10, 2028.

Councilmember moved, Councilmember seconded the motion.

The following voted in favor of said resolution:

The following voted against said resolution:

The following abstained:

Whereupon said resolution was declared duly passed and adopted, and was signed by the Mayor, and attested by the Clerk dated this 10th day of March 2026.

_____
Mayor

ATTEST:

_____
City Clerk

RESOLUTION NO. 2026-24

A RESOLUTION ACCEPTING STREET IMPROVEMENTS AND AUTHORIZING A LETTER OF CREDIT RELEASE FOR SKYE MEADOWS 2ND ADDITION

WHEREAS, pursuant to the Subdivision Agreement for Skye Meadows 2nd Addition dated May 11, 2021, between the City of Rogers and US Home Corporation dba Lennar ("Developer"), the Developer was required to construct certain public improvements for the development; and

WHEREAS, the required public improvements have been constructed in accordance with the approved plans and City standards; and

WHEREAS, the City Engineer has completed final inspection and recommends Final Approval of the development and release of the remaining financial guarantee; and

WHEREAS, the Developer has requested release of the remaining Letter of Credit associated with the project;

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

1. Final Approval for Skye Meadows 2nd Addition is hereby granted.
2. Mizuho Bank, LTD Letter of Credit No. 009608089 shall be reduced from $839,664.00 to $0.00, contingent upon receipt of a two-year street warranty bond in the amount of $2,056,849.00, effective March 10, 2026, through March 10, 2028.

BE IT FURTHER RESOLVED, by the City Council of Rogers, County of Hennepin, Minnesota, that the public improvements associated with Skye Meadows 2nd Addition are hereby accepted for perpetual City ownership and maintenance upon the Developer furnishing the City with the required two-year street warranty bond dated from March 10, 2026, through March 10, 2028.

Councilmember moved, Councilmember seconded the motion.

The following voted in favor of said resolution:

The following voted against said resolution:

The following abstained:

Whereupon said resolution was declared duly passed and adopted, and was signed by the Mayor, and attested by the Clerk dated this 10th day of March 2026.

_____
Mayor

ATTEST:

_____
City Clerk

STAFF REPORT **Meeting Date**: March 10, 2026

ROGERS CITY COUNCIL **Agenda Item**: 5.16

Subject: Approval of Resolution 2026-25 Accepting Storm Sewer Improvements for Continual Maintenance and Authorizing a Letter of Credit Reduction for Harvest View 2nd Addition

Prepared By: Eric Burtness, Community Development Specialist

Recommended Council Action

Motion to approve Resolution No. 2026-25, accepting storm sewer improvements for continual maintenance and authorizing the reduction of Security Bank & Trust Company Letter of Credit No. 597 from $305,276.00 to $281,782.00, contingent upon receipt of the required two-year warranty bond.

Overview / Background / Analysis

On May 14, 2024, the City of Rogers entered into a Subdivision Agreement with Tamarack Land – Harvest View, LLC (“Developer”) corresponding to the Harvest View 2nd Addition residential development. A portion of the public improvements associated with the development have now been completed. The Developer has requested acceptance of the storm sewer improvements for continuous maintenance and a reduction of the financial guarantee to reflect the completed work. After review by the City Engineer, staff recommends approval of the request to reduce Security Bank & Trust Company Letter of Credit No. 597 from $305,276.00 to $281,782.00 and accept the storm sewer improvements, contingent upon receipt of the required two-year warranty bond in the amount of $156,629.00.

Staff Recommendation

Staff recommends approval of the Letter of Credit reduction for Harvest View 2nd Addition and acceptance of the storm sewer improvements for continuous City maintenance, subject to receipt of the required warranty bond.

Financial Impact: N/A **Source Fund**: N/A

Budgeted? N/A

Supporting Documentation

A. Resolution No. 2026-25 Harvest View 2nd Reduction

RESOLUTION NO. 2026-25

A RESOLUTION ACCEPTING STORM SEWER IMPROVEMENTS FOR CONTINUAL MAINTENANCE AND AUTHORIZING A LETTER OF CREDIT REDUCTION FOR HARVEST VIEW 2ND ADDITION

WHEREAS, in accordance with the Development Agreement dated June 13, 2024, Tamarack Land – Harvest View, LLC, developer of Harvest View 2nd Addition, has agreed to install certain improvements for said development; and

WHEREAS, the developer has completed the storm sewer improvements and requested acceptance of said improvements for continuous maintenance; and

WHEREAS, the developer has completed a portion of the remaining improvements and requested a reduction of the required financial guarantee to reflect the completed work; and

WHEREAS, the City Engineer has reviewed the completed improvements and recommends approval of the requested Letter of Credit reduction and acceptance of the storm sewer improvements, contingent upon receipt of the required two-year warranty bond;

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

That the financial guarantee requirements are hereby acknowledged and that the required guarantee and Security Bank & Trust Company Letter of Credit No. 597 be reduced from $305,276.00 to $281,782.00 for Harvest View 2nd Addition.

BE IT FURTHER RESOLVED, by the City Council of Rogers, County of Hennepin, Minnesota, that the storm sewer improvements are accepted for continuous maintenance as of March 10, 2026, contingent upon the Developer furnishing the City with the required two-year warranty bond in the amount of $156,629.00.

Letter of Credit Schedule							
HARVEST VIEW PHASE 2 Category	Improvement Amounts	LOC %	Original LOC Amount	Revised LOC Amount	% Complete	New LOC Amount	Reduced LOC Amount
Landscaping - $1,000/Unit	46,000.00	125%	57,500.00	57,500.00	0.00%	57,500.00	-
Grading	22,138.00	125%	27,673.00	2,767.00	90.00%	2,767.00	-
Road Improvements	527,418.00	150%	791,126.00	221,515.00	72.00%	221,515.00	-
Utility Improvements - (Storm Sewer)	156,629.00	150%	234,944.00	23,494.00	100.00%	-	23,494.00
Utility Improvements - (Watermain)	264,488.00	150%	396,732.00	-	100.00%	-	-
Utility Improvements - (Sanitary Sewer)	407,803.00	150%	611,705.00	-	100.00%	-	-
Total	1,424,476.00		2,119,680.00	305,276.00	100.00%	281,782.00	23,494.00

Councilmember moved, Councilmember seconded the motion.

The following voted in favor of said resolution:

The following voted against said resolution:

The following abstained:

Whereupon said resolution was declared duly passed and adopted, and was signed by the Mayor, and attested by the Clerk dated this 10th day of March 2026.

_____
Mayor

ATTEST:

_____
City Clerk

STAFF REPORT **Meeting Date**: March 10, 2026

ROGERS CITY COUNCIL **Agenda Item**: 6.1

Subject: Items Corresponding to the Establishment of Redevelopment Tax Increment Financing District No. 19 (Willis Trucking Redevelopment)

- Tax Increment Financing Plan
- TIF Assistance Agreement

Prepared By: Brett Angell, Community Development Director

Recommended Council Action

Motion to approve Resolution 2026-27 approving the modification of a municipal development district, establishing a tax increment financing district therein, approving a tax increment financing plan therefor and authorizing the execution of a TIF assistance agreement related thereto.

Overview / Background / Analysis

Over the course of the past few months, the City Council has had discussions corresponding to the development by Bader Companies and Ebert Companies (collectively referred to as "Developer") for the redevelopment of the property at 21601 John Deere Lane ("Subject Property"). As previously discussed, the Developer has submitted a request for tax increment financing (TIF) assistance due to a financial gap for the proposed development. Items corresponding to this agenda item established TIF District No. 19 to establish a redevelopment district.

Property Background

The property at 21601 John Deere Lane consists of two parcels totaling 4.61 acres in size with an existing structure located on the site and primarily a gravel lot encompassing most of the property. The site has historically been used for heavy trucking repair and service. As a part of the redevelopment request, testing, and evaluation of the site, the site was determined to have soil contamination impacts and the existing structure was deemed as substandard.

The site is zoned as Downtown Mixed-Use and guided as Downtown Mixed Use within the 2040 Comprehensive Plan. The past use of the site was deemed as non-conforming as industrial uses are no longer permitted within the DT zoning district. The Subject Property was included in past master planning efforts as well, including the Downtown Master Plan from 2021 and the Main Street Master Plan that is currently nearing completion. Both the past master plans have identified the Subject Property as a multi-family residential.

Development Details
The Developer is seeking to redevelop the property into 181-units of market-rate multifamily residential. The proposed development meets all the zoning requirements for the DT zoning district. The development consists of studio, 1-bedroom, 2-bedroom, and 3-bedroom units. Additionally, there are amenity spaces including a pool, clubhouse, remote working spaces, and more. As part of the development, the existing structures will be demolished and all environmental contamination will be remediated.

The development was originally reviewed by the Planning Commission and City Council on a conceptual level in 2025. Following concept level review, the Developer submitted the formal site plan application, which was reviewed and ultimately approved by the City Council at the February 24th meeting.

TIF Request
The Developer submitted a request for TIF assistance for the development. As required with a TIF application, the developer included their proforma and financial documentation. The documentation was reviewed by Ehlers, the City's financial consultant, and city staff to determine the potential need for assistance. Following this review it was determined that there was a financial gap and need for assistance for the development to move forward.

At the December 9th meeting, the City Council approved a TIF Term sheet for the proposed development which included the primary terms and conditions of the proposed assistance through the establishment of a Redevelopment TIF District. The primary change since the TIF Term Sheet corresponds to an alteration of the annual increment granted to allow for a roadway connection as further detailed below.

Redevelopment TIF
The proposed TIF district creation corresponds to a Redevelopment District which consists of the exact development parcel. Redevelopment TIF Districts are a commonly used tool by municipalities to help advance the redevelopment of sites deemed to be blighted or contaminated that traditionally would be very difficult to see development occur purely through private financing. Redevelopment districts have the statutory authority to be for up to 26 years in total term.

With all TIF districts, the development must pass a "but-for" test, meaning that the development would not occur but-for the use of the assistance. The proposed redevelopment of the Subject Property passes the but-for test. Additionally, the increment that would be granted to the project is generated solely from the development itself. The existing taxes would be frozen and would be continue to be split by all taxing jurisdictions. The new taxes (from the increased market value and subsequent taxes paid) would be utilized for the development and components identified in the TIF Plan through the established life of the district.

TIF Plan
As part of the establishment of any TIF district, the city is required to adopt a TIF Plan

for the proposed district. A TIF Plan identifies the boundaries, goals, and objectives for the specific district. The attached TIF Plan details the district specifics as well as the general conformance with the general development program for the city. The adopted TIF plan establishes the redevelopment district specific to the proposed development. The development would lead to an increase in valuation of the subject property of approximately $40 million.

Conformance to Economic Development Finance and Strategic Plan
In 2025, the Council adopted an updated Economic Development Financing Policies and Economic Development Strategic Plan. The list below corresponds to the alignment of the proposed use of TIF with adopted city goals and policies.

Economic Development Financing Policy
This policy sets the goals and requirements for when the city will consider a request for TIF or tax abatement. The policy identifies public purpose objectives. The proposed development advances the following objectives as identified in the policy:

1. Diversification of the local tax base;
2. Increasing the local tax base;
3. Removal of blight and/or encouraging redevelopment;
4. Encouraging additional nearby "spin-off" development; and
5. Public infrastructure improvements.

Economic Development Strategic Plan
This strategic plan was adopted with the intention of establishing the economic development goals and priorities for the city moving forward in the near term. The proposed development and use of TIF advances the following goals or objectives:

1. Main Street focus on filling market gaps — the additional residential units are expected to aid in the commercial viability for the Main Street commercial corridor.
2. Collaboration with Property Owners on vision — the proposed development is consistent with the identified plans for the downtown area.
3. Development Benefits of Infrastructure Improvements — the proposed TIF district creation allows the city to make future infrastructure improvements as detailed below.
4. Architectural Design — the proposed architecture for the development was designed in a manner to be consistent with the surrounding Main Street area.

John Deere/Industrial Connection
Following the approval of the TIF term sheet, the city continued to explore options for the connection of John Deere Lane to Industrial Blvd. This connection has been identified as a priority infrastructure connection for the downtown area through the master planning process, regardless of this exact development.

The primary option and solution to ensuring the near-term construction of this connection was through the utilization of this redevelopment TIF district. Through negotiations with the developer, the parties were able to come to an agreement in which the annual increment granted to the developer would be reduced from 90% to 80%. With this change, a total of 20% of the annual increment would be retained by the city. Of this, 10% would be retained for administrative purposes and the other 10% would be retained for infrastructure improvements of this connection. In total, the 10% is expected to generate approximately $900,000, which would likely fund the entire project cost for the connection. To note: 10% pooled increment is the maximum allowable percentage the city is able to retain for out-of-district improvements.

TIF Agreement
A TIF Agreement establishes the parameters, requirements, and other provisions of TIF assistance between the Developer and the City. The previously approved TIF Term Sheet set the baseline parameters of the proposed agreement. The draft TIF Agreement is included and some of the high-level highlights of the proposed Agreement are detailed below:

- TIF Note Amount: $7,620,000
- TIF District Duration: up to 26 years. If the valuation exceeds projections and the TIF Note is paid off prior to the expiration of the district, it will decertify early.
- TIF Note Type: Pay-as-you-go. This note type is the least risk to the city and is based on actual taxes paid.
- Increment Granted: 80% to developer; 10% for admin; 10% for infrastructure improvements.
- Lookbacks: One lookback following the completion of construction to ensure costs are what was expected. If the construction costs are beyond a set amount under what was projected, the TIF Note is reduced. Lookback tied to the rate of return. If the development exceeds expectations related to financial performance, the note would be reduced.
- Minimum Assessment Agreement: the agreement includes a minimum assessment agreement which signifies the valuation floor for which the property can not petition to be under. This valuation is based upon assessor estimates and expectations for the property.

Public Hearing Requirement
As required by statute, a public hearing is required prior to the adoption and approval of a new TIF district. Notice of the public hearing was published in the newspaper. Additionally, notice of a potential district adoption is sent to other taxing jurisdictions to allow for objections or comments to be sent in prior to adoption. The city has not received any objections or comments related to this TIF request as of the agenda being published.

Staff Recommendation
Staff recommends the approval of Resolution 2026-27 approving the modification of a

municipal development district, establishing a tax increment financing district therein, approving a tax increment financing plan therefor and authorizing the execution of a TIF assistance agreement related thereto.

Financial Impact: Not applicable. **Source Fund**: Not applicable.

Budgeted? N/A

Supporting Documentation

A. Resolution 2026-27 Approving the TIF Plan and TIF Agreement for Bader Redevelopment
B. TIF District No. 19 Plan (Willis Trucking Redevelopment)
C. TIF 19 Assistance Agreement (Bader)

CITY OF ROGERS
COUNTY OF HENNEPIN
STATE OF MINNESOTA

RESOLUTION NO. 2026-27

A RESOLUTION APPROVING THE MODIFICATION OF A MUNCIPAL DEVELOPMENT DISTRICT, ESTABLISHING A TAX INCREMENT FINANCING DISTRICT THEREIN, APPROVING A TAX INCREMENT FINANCING PLAN THEREFOR AND AUTHORIZING THE EXECUTION OF A TIF ASSISTANCE AGREEMENT RELATED THERETO

WHEREAS, it has been proposed that the City of Rogers, Minnesota (the "City") modify Municipal Development District No. 1 (the "Development District") and the Development Program therefor (the "Program") in connection with establishing Tax Increment Financing District No. 19 (a redevelopment district) within the Development District (the "TIF District"), and adopting a Tax Increment Financing Plan therefor (the "TIF Plan") all pursuant to and in conformity with applicable law, including Minnesota Statutes, Sections 469.124 through 469.134, and Sections 469.174 through 469.1794, all inclusive and as amended (collectively, the "TIF Act"), all as reflected in that certain document entitled "Modification to the Development Program Municipal Development District No. 1 & Tax Increment Financing (TIF) Plan - Establishment of Tax Increment Financing District No. 19 (a redevelopment district)", and presented for the Council's consideration (collectively, the "Program and the TIF Plan");

WHEREAS, the City has performed all actions required by law to be performed prior to the modification of the District and the adoption and approval of the Program and the TIF Plan, including without limitation, delivery of the Program and the TIF Plan to the Board of Hennepin County (the "County") and the Board of Independent School District No. 728 (the "School District"), and the holding of a public hearing by the City thereon on date hereof following notice thereof published in the City's official newspaper at least 10 but not more than 30 days prior to the public hearing, which was held on the date hereof;

WHEREAS, certain information, written reports and other documentation and materials (collectively, the "Materials") relating to the establishment of the TIF District and the approval and adoption of the Program and the TIF Plan and to the activities contemplated therein have heretofore been prepared and submitted to the Council and/or made a part of the City files and proceedings on the Program and the TIF Plan. The Materials, which are incorporated herein by reference, include data, information and/or substantiation constituting or relating to (1) the "studies and analyses" on why the new TIF District meets the requirements to be a redevelopment tax increment financing district, including that certain "Report of Inspections Procedures and Results for Determining Qualifications of a Tax Increment Financing District" prepared by LHB, Minneapolis, Minnesota (the "Blight Report"), (2) why the TIF District meets the so-called "but for" test, including an analysis of the proforma and other materials submitted by a private developer; and (3) the bases for the other findings and determinations made in this resolution. The

Council hereby confirms, ratifies, and adopts the Materials, which are hereby incorporated into and made as fully a part of this resolution to the same extent as if set forth in full herein; and

WHEREAS, the TIF District is being established to facilitate the demolition of an existing blighted building and construction of a 3-story, class A market rate apartment building with approximately 181 rental housing units, approximately 196 underground parking stalls, and approximately 172 surface parking stalls , together with related improvements and amenities, to be redeveloped, owned, and operated by an entity to be formed by Bader Development and Ebert Inc. (the "Developer"), on property within the TIF District, together with any necessary and directly related infrastructure (collectively, the "Development"); and

WHEREAS, there has been prepared and presented to the City Council for its consideration a certain TIF Assistance Agreement, between the City and the Developer stating the Developer's responsibilities related to the Development and the terms and conditions for the City's assistance with financing certain costs of the Development (the "TIF Agreement").

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Rogers, Minnesota (the "Council") as follows:

Section 1. Findings for the Adoption and Approval of the Program and the TIF Plan.

1.01 The Council hereby approves the modification of the Program to incorporate the TIF District and the TIF Plan and specifically finds that: (a) the land within the Development District would not be available for redevelopment without the financial aid sought under the Program; (b) the Program will afford maximum opportunity, consistent with the needs of the City as a whole, for the development of the Development District by private enterprise; and (c) the Program conforms to the general plan for the development of the City as a whole. The Development District is not being expanded and the only modification of the Program relates to the incorporation by reference of the proposed TIF District and the terms of the TIF Plan therefor.

1.02 The Council hereby finds that the TIF District is in the public interest and is a redevelopment district, as defined in Minnesota Statutes, Section 469.174, Subdivision 10 for the following reasons:

The TIF District is, pursuant to Minnesota Statutes, Section 469.174, Subdivision 10, a "redevelopment district" because it consists of a project or portions of a project within which the following conditions, reasonably distributed throughout the District, exist: (1) parcels consisting of at least 70% of the area of the TIF District are occupied by buildings, streets, utilities, paved or gravel parking lots, or other similar structures and (2) more than 50% of the buildings located within the TIF District are deemed "structurally substandard" (within the meaning of Minnesota Statutes, Section 469.174, Subdivision 10(b) and (c)) to a degree requiring substantial renovation or clearance.

The TIF District consists of 2 parcels, and (2) 100% of the parcels (which is more than 70%) are "occupied" as defined in Minnesota Statutes, Section 469.174, Subd. 10(e), in that at least 15% of the area of each parcel is occupied by buildings, streets, utilities, paved or gravel parking lots, or other similar structures and (2) the sole building in the TIF District

(i.e. 100% of the buildings in the TIF District which is more than 50%) is structurally substandard to a degree requiring substantial renovation or clearance and the costs of bringing the structurally substandard building into compliance with building codes applicable to new buildings would exceed 15% of the cost of constructing new structures of the same size and type on the site. Such conditions are reasonably distributed throughout the geographic area of the proposed TIF District.

The Materials, including, without limitation, the Blight Report and the supporting facts for these determinations, are on file with the staff of the City. There have been no building permits issued or improvements made to the parcel or the building thereon since the date of the report.

1.03 The Council hereby makes the following additional findings:

(a) The Council further finds that the proposed Development, in the opinion of Council, would not occur solely through private investment within the reasonably foreseeable future and, therefore, the use of tax increment financing is deemed necessary. The specific basis for such finding are:

> The property on which the proposed Development will occur would not be developed in the reasonably foreseeable future. The estimated total redevelopment costs for this property make the total cost of this effort significantly higher than costs reasonably incurred for similar developments on a clean site. The demolition and redevelopment costs are higher than for new development and would make development infeasible. The Developer of the Development has represented that it could not proceed with the Development without tax increment assistance. The Developer provided an application for assistance and a financial pro forma for the Development as justification that the Developer would not have gone forward without requesting financial assistance.

(b) The Council further finds that the Program and the TIF Plan conform to the general plan for the development or redevelopment of the City as a whole. The specific basis for such finding are:

> The Council reviewed the Program and the TIF Plan and found that the Program and the TIF Plan conform to the general plan for the development or redevelopment of the City as a whole. The TIF Plan will generally complement and serve to implement policies adopted in the City's comprehensive plan. The City has determined that the Development proposed in the TIF Plan conforms to the City comprehensive plan and is or will be in substantial accordance with the existing zoning or any permitted exception for the property and is consistent with other uses in the area. The anticipated redevelopment of the project site and any subsequent demolition, reconstruction, or renovation related to the project will remain consistent with the City's design goals.

(c) The Council further finds that the TIF Plan will afford maximum opportunity consistent with the sound needs of the City as a whole for the development or redevelopment of the Development District by private enterprise. The specific basis for such finding being:

> The Development proposed to occur within the TIF District will afford maximum opportunity for the removal of the substandard building and the development of the applicable parcels consistent with the needs of the City. The Development will increase the taxable market valuation of the City. The Development will expand the number and type of available housing options in the City and help fulfill the need for such housing in the City.

(d) For purposes of compliance with Minnesota Statutes, Section 469.175, Subdivision 3(b)(2), the Council hereby finds that the increased market value of the property to be developed within the TIF District that could reasonably be expected to occur without the use of tax increment financing is likely $0 (other than amounts due to inflation), which is less than the market value estimated to result from the proposed development (approximately $43,440,000), after subtracting the present value of the projected tax increments for the maximum duration of the TIF District (approximately $14,529,856), which is approximately $27,222,144. In making these findings, the Council has noted that the existing building on the Development Property is blighted and would likely remain in its current condition or further deteriorate if tax increment financing were not available. Thus, the use of tax increment financing will be a positive net gain to the City, the School District, and the County, and the tax increment assistance does not exceed the benefit which will be derived therefrom.

1.04 In accordance with Minnesota Statutes, Section 469.175, Subd. 1(b), the City elects to delay the receipt of the first increment until tax payable year 2028.

1.05 Pursuant to Minnesota Statutes, Section 469.177, Subd. 3, the EDA elects to calculate fiscal disparities under clause (b) (inside). The City elects to retain all of the captured tax capacity to finance the costs of the TIF District and the Development District.

1.06 The provisions of Sections 1.02 – 1.05 are hereby incorporated by reference into and made a part of the TIF Plan and the findings in the TIF Plan are incorporated herein by reference and made a part hereof.

1.07 The Council further finds that the Program and TIF Plan are intended and in the judgment of the Council its effect will be to promote the public purposes and accomplish the objectives specified therein.

1.08 The TIF District is hereby established and the Program and TIF Plan, as presented to the Council on this date, including without limitation the findings and statements of objectives contained therein, are hereby approved, ratified, established, and adopted and shall be placed on file in the office of the City Clerk. City staff shall, in writing, request the Hennepin County Auditor to certify the new TIF District and shall file the Program and TIF Plan with the Commissioner of Revenue and the Office of the State Auditor.

1.09 The staff of the City, the City's advisors and legal counsel are authorized and directed to proceed with the implementation of the Program and TIF Plan.

1.10 The County Auditor is requested to certify the original net tax capacity of the District, as described in the Program and TIF Plan, and to certify in each year thereafter the amount by which the original net tax capacity has increased or decreased; and the City is authorized and directed to forthwith transmit this request to the County Auditor in such form and content as the Auditor may specify, together with a list of all properties within the District, for which building permits have been issued during the 18 months immediately preceding the adoption of this resolution. The Council finds that no "improvement" was made, within the meaning of Minn. Stat., Section 469.177, Subd. 4, under a permit issued during the 18 months immediately preceding the adoption of this resolution.

Section 2. Interfund Loans. The Council hereby approves interfund loans or advances ("Loans") for the District, as follows:

2.01 The authorized tax increment eligible costs (including without limitation out-of-pocket administrative expenses in an amount up to $2,663,300, costs associated with land, buildings, utilities and other site improvements in an amount up to $5,950,000, other qualifying improvements in the amount up to $29,296,298 and interest expenses in an amount up to $10,939,904) payable from the TIF District as provided in the TIF Plan as originally adopted or as it may be amended, may need to be financed on a short-term and/or long-term basis via one or more Loans, as may be determined by the City Finance Director from time to time.

2.02 The Loans may be advanced if and as needed from available monies in the City's general fund or other City funds designated by the City Finance Director. Loans may be structured as draw-down or "line of credit" obligations of the lending fund(s).

2.03 Neither the maximum principal amount of any one Loan nor the aggregate principal amount of all Loans may exceed $29,296,298 outstanding at any time.

2.04 All Loans shall mature not later than February 1, 2054 or such earlier date as the City Finance Director may specify in writing. All Loans may be pre-paid, in whole or in part, whether from tax increment revenue, tax increment revenue bond proceeds, or other eligible sources including, but not limited to, other bonds to be issued by the City.

2.05 The outstanding and unpaid principal amount of each Loan shall bear interest at the rate of 7.00% which does not exceed the rate prescribed by the statute (Minnesota Statutes, Section 469.178, Subdivision 7), which is the greater of the rates specified under Sections 270C.40 or 549.09 at the time a Loan, or any part of it, is first made, subject to the right of the City Finance Director to specify a lower rate (but not less than the City's then-current average investment return for similar amount and term).

2.06 Such Loans within the above guidelines are pre-approved. The Loans need not take any particular form and may be undocumented, except that the City Finance Director shall specify the principal amount and interest rate and maintain all necessary or applicable data on the Loans.

Section 3. Approval of TIF Agreement.

3.01 The City Council hereby approves the TIF Agreement in substantially the form presented to the City Council, together with any related documents necessary in connection therewith, including but not limited to any documents, exhibits, certifications or consents referenced in or attached to the TIF Agreement including without limitation the TIF Note (as defined in the TIF Agreement) and consents to collateral assignments necessary to secure financing for the Project (collectively, the "Development Documents"), and hereby authorizes the City's Community Development Director to negotiate the final terms thereof and authorizes the Mayor and City Administrator, in their discretion and at such time, if any, as they may deem appropriate, to execute the same on behalf of the City, and to carry out, on behalf of the City, the City's obligations thereunder.

3.02 The approval hereby given to the Development Documents includes approval of such additional details therein as may be necessary and appropriate and such modifications thereof, deletions therefrom and additions thereto as may be necessary and appropriate and approved by legal counsel to the City and by the officers authorized herein to execute said documents prior to their execution; and said officers are hereby authorized to approve said changes on behalf of the City. The execution of any instrument by the appropriate officers of the City herein authorized shall be conclusive evidence of the approval of such document in accordance with the terms hereof. This Resolution shall not constitute an offer and the Development Documents shall not be effective until the date of execution thereof as provided herein.

3.03 In the event of absence or disability of the officers, any of the documents authorized by this Resolution to be executed may be executed without further act or authorization of the City Council by any duly designated acting official, or by such other officer or officers of the City Council as, in the opinion of the City Attorney, may act in their behalf. Upon execution and delivery of the Development Documents, the officers and employees of the City are hereby authorized and directed to take or cause to be taken such actions as may be necessary on behalf of the City to implement the Development Documents, including without limitation the issuance of the TIF Note thereunder, when all conditions precedent thereto have been satisfied.

3.04 The City Council hereby determines that the execution and performance of the Development Documents will help realize the public purposes of the Act.

Adopted this 10th day of March, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Adoption Date: March 10, 2026

City of Rogers

Hennepin County, Minnesota

MODIFICATION TO THE DEVELOPMENT PROGRAM

Municipal Development District No. 1

&

Tax Increment Financing (TIF) Plan

Establishment of Tax Increment Financing District No. 19
(a redevelopment district)

Prepared by:

Ehlers
3001 Broadway Street, Suite 320
Minneapolis, Minnesota 55413

BUILDING COMMUNITIES. IT'S WHAT WE DO.

TABLE OF CONTENTS

Modification to the Development Program for Municipal Development District No. 1 1

FOREWORD 1

Tax Increment Financing Plan for Tax Increment Financing District No. 19 2

FOREWORD 2

STATUTORY AUTHORITY 2

STATEMENT OF OBJECTIVES 2

DEVELOPMENT PROGRAM OVERVIEW 3

DESCRIPTION OF PROPERTY IN THE DISTRICT AND PROPERTY TO BE ACQUIRED 3

DISTRICT CLASSIFICATION 4

DURATION & FIRST YEAR OF DISTRICT'S TAX INCREMENT 4

ORIGINAL TAX CAPACITY, TAX RATE & ESTIMATED CAPTURED NET TAX CAPACITY VALUE/INCREMENT & NOTIFICATION OF PRIOR PLANNED IMPROVEMENTS 5

SOURCES OF REVENUE/BONDS TO BE ISSUED 6

USES OF FUNDS 7

FISCAL DISPARITIES ELECTION 8

ESTIMATED IMPACT ON OTHER TAXING JURISDICTIONS 8

SUPPORTING DOCUMENTATION 11

DISTRICT ADMINISTRATION 11

Appendix A: Map of Municipal Development District No. 1 and the TIF District

Appendix B: Estimated Cash Flow for the District

Appendix C: Findings Including But/For Qualifications

Appendix D: Redevelopment Qualifications for the District

Modification to the Development Program for Municipal Development District No. 1

FOREWORD

The following text represents a Modification to the Development Program for Municipal Development District No. 1. This modification represents a continuation of the goals and objectives set forth in the Development Program for Municipal Development District No. 1. Generally, the substantive changes include the establishment of Tax Increment Financing District No. 19.

For further information, a review of the Development Program for Municipal Development District No. 1, is recommended. It is available from the Community Development Director at the City of Rogers. Other relevant information is contained in the tax increment financing plans for the tax increment financing districts located within Municipal Development District No. 1.

Tax Increment Financing Plan for Tax Increment Financing District No. 19

FOREWORD

The City of Rogers (the "City"), staff and consultants have prepared the following information to expedite the Establishment of Tax Increment Financing District No. 19 (the "District"), a redevelopment tax increment financing district, located in Municipal Development District No. 1.

STATUTORY AUTHORITY

Within the City, there exist areas where public involvement is necessary to cause development or redevelopment to occur. To this end, the City has certain statutory powers pursuant to *Minnesota Statutes ("M.S."), Sections 469.124 - 469.133*, inclusive, as amended, and *M.S., Sections 469.174 to 469.1794*, inclusive, as amended (the "TIF Act"), to assist in financing public costs related to this project.

This section contains the Tax Increment Financing Plan (the "TIF Plan") for the District. Other relevant information is contained in the Modification to the Development Program for Municipal Development District No. 1.

STATEMENT OF OBJECTIVES

The District currently consists of two (2) parcels of land and adjacent roads and internal rights-of-way. The District is being created to facilitate the redevelopment of existing property in the City for construction of a 181-unit 3-story market rate apartment building in the City. The City intends to enter into an agreement with Bader Development and Ebert Companies as the developers. Development is anticipated to begin in 2026. This TIF Plan is expected to achieve many of the objectives outlined in the Development Program for Municipal Development District No. 1.

The activities contemplated in the Modification to the Development Program and the TIF Plan do not preclude the undertaking of other qualified development or redevelopment activities. These activities are anticipated to occur over the life of Municipal Development District No. 1 and the District.

DEVELOPMENT PROGRAM OVERVIEW

Pursuant to the Development Program and authorizing state statutes, the City is authorized to undertake the following activities in the District:

1. Property to be Acquired – Although not currently anticipated, selected property located within the District may be acquired by the City and is further described in this TIF Plan.

2. Relocation - Relocation services, to the extent required by law, are available pursuant to *M.S., Chapter 117* and other relevant state and federal laws.

3. Upon approval of a developer's plan relating to the project and completion of the necessary legal requirements, the City may sell to a developer selected properties that it may acquire within the District or may lease land or facilities to a developer.

4. The City may perform or provide for some or all necessary acquisition, construction, relocation, demolition, and required utilities and public street work within the District.

DESCRIPTION OF PROPERTY IN THE DISTRICT AND PROPERTY TO BE ACQUIRED

The District encompasses all property and adjacent roads rights-of-way and abutting roadways identified by the parcels listed below.

Parcel number	Address	Owner
23-120-23-24-0046	21601 John Deer Ln	Willis Enterprises
23-120-23-24-0047	21601 John Deer Ln	Willis Enterprises

Please also see the map in Appendix A for further information on the location of the District.

The City may acquire any parcel within the District including interior and adjacent street rights of way. Any properties identified for acquisition will be acquired by the City only in order to accomplish one or more of the following: storm sewer improvements; provide land for needed public streets, utilities and facilities; carry out land acquisition, site improvements, clearance and/or development to accomplish the uses and objectives set forth in this plan. The City may acquire property by gift, dedication, condemnation or direct purchase from willing sellers in order to achieve the objectives of this TIF Plan.

Such acquisitions will be undertaken only when there is assurance of funding to finance the acquisition and related costs.

The City does not own either parcel of the property to be included in the District.

DISTRICT CLASSIFICATION

The City, in determining the need to create a tax increment financing district in accordance with *M.S., Sections 469.174 to 469.1794*, as amended, inclusive, finds that the District, to be established, is a redevelopment district pursuant to *M.S., Section 469.174, Subd. 10(a)(1).*

- The District is a redevelopment district consisting of two (2) parcels.
- An inventory shows that parcels consisting of more than 70% of the area in the District are occupied by buildings, streets, utilities, paved or gravel parking lots or other similar structures.
- An inspection of the buildings located within the District finds that more than 50% of the buildings are structurally substandard as defined in the TIF Act. (See Appendix D).

Pursuant to *M.S., Section 469.176, Subd. 7*, the District does not contain any parcel or part of a parcel that qualified under the provisions of *M.S., Sections 273.111*, *273.112, or 273.114* or *Chapter 473H* for taxes payable in any of the five calendar years before the filing of the request for certification of the District.

DURATION & FIRST YEAR OF DISTRICT'S TAX INCREMENT

Pursuant to *M.S., Section 469.175, Subd. 1, and Section 469.176, Subd. 1*, the duration and first year of tax increment of the District must be indicated within the TIF Plan. Pursuant to *M.S., Section 469.176, Subd. 1b.*, the duration of the District will be 25 years after receipt of the first increment by the City (a total of 26 years of tax increment). The City elects to receive the first tax increment in 2028, which is no later than four years following the year of approval of the District.

Thus, it is estimated that the District, including any modifications of the TIF Plan for subsequent phases or other changes, would terminate after 2053, or when the TIF Plan is satisfied. The City reserves the right to decertify the District prior to the legally required date.

ORIGINAL TAX CAPACITY, TAX RATE & ESTIMATED CAPTURED NET TAX CAPACITY VALUE/INCREMENT & NOTIFICATION OF PRIOR PLANNED IMPROVEMENTS

Pursuant to *M.S., Section 469.174, Subd. 7 and M.S., Section 469.177, Subd. 1*, the Original Net Tax Capacity (ONTC) as certified for the District will be based on the market values placed on the property by the assessor in 2025 for taxes payable 2026.

Pursuant to *M.S., Section 469.177, Subds. 1 and 2*, the County Auditor shall certify in each year (beginning in the payment year 2028) the amount by which the original value has increased or decreased as a result of:

1. Change in tax exempt status of property;
2. Reduction or enlargement of the geographic boundaries of the District;
3. Change due to adjustments, negotiated or court-ordered abatements;
4. Change in the use of the property and classification;
5. Change in state law governing class rates; or
6. Change in previously issued building permits.

In any year in which the current Net Tax Capacity (NTC) value of the District declines below the ONTC, no value will be captured and no tax increment will be payable to the City.

The original local tax rate for the District will be the local tax rate for taxes payable 2026, assuming the request for certification is made before June 30, 2026. The final rates for 2026 were not available at the time the District was established. The ONTC and the Original Local Tax Rate for the District appear in the table below.

Pursuant to *M.S., Section 469.174 Subd. 4 and M.S., Section 469.177, Subd. 1, 2, and 4*, the estimated Captured Net Tax Capacity (CTC) of the District, within Municipal Development District No. 1, upon completion of the projects within the District, will annually approximate tax increment revenues as shown in the table below. The City requests 100% of the available increase in tax capacity be used for repayment of the obligations of the City and current expenditures, beginning in the tax year payable 2028. The Project Tax Capacity listed is an estimate of values when the projects within the District are completed.

Project Tax Capacity		
Estimated Development Tax Capacity upon completion	$1,561,676	
Less: Original Net Tax Capacity (ONTC)	21,100	
Less: Fiscal Disparities	0	
Estimated Captured Tax Capacity (CTC)	**$1,540,576**	
Original Local Tax Rate	111.9900%	Prelim. Pay 2026
Estimated Annual Tax Increment	**$1,725,291**	
Percent Retained by the City	100%	

Note: Tax capacity includes a 4.5% inflation factor for the duration of the District. The tax capacity included in this chart is the estimated tax capacity of the District in year 26. The tax capacity of the District in year one is estimated to be $217,200.

Pursuant to *M.S., Section 469.177, Subd. 4*, the City shall, after a due and diligent search, accompany its request for certification to the County Auditor or its notice of the District enlargement pursuant to *M.S., Section 469.175, Subd. 4*, with a listing of all properties within the District or area of enlargement for which building permits have been issued during the eighteen (18) months immediately preceding approval of the TIF Plan by the municipality pursuant to *M.S., Section 469.175, Subd. 3.* The County Auditor shall increase the original net tax capacity of the District by the net tax capacity of improvements for which a building permit was issued.

The City has reviewed the area to be included in the District and found no parcels for which building permits have been issued during the 18 months immediately preceding approval of the TIF Plan by the City.

SOURCES OF REVENUE/BONDS TO BE ISSUED

The total estimated tax increment revenues for the District are shown in the table below:

SOURCES	
Tax Increment	$ 26,632,998
Interest	2,663,300
TOTAL	**$ 29,296,298**

The costs outlined in the Uses of Funds will be financed primarily through the annual collection of tax increments. The City reserves the right to issue bonds (as defined in the TIF Act) or incur other indebtedness as a result of the TIF Plan. As presently proposed, the projects within the District will be financed by pay-as-you-go notes and interfund loans.

Any refunding amounts will be deemed a budgeted cost without a formal modification to this TIF Plan. This provision does not obligate the City to incur debt. The City will issue bonds or incur other debt only upon the determination that such action is in the best interest of the City.

The City may issue bonds secured in whole or in part with tax increments from the District in a maximum principal amount of $18,356,394. Such bonds may be in the form of pay-as-you-go notes, revenue bonds or notes, general obligation bonds, or interfund loans. This estimate of total bonded indebtedness is a cumulative statement of authority under this TIF Plan as of the date of approval.

USES OF FUNDS

Currently under consideration for the District is a proposal to facilitate the redevelopment of existing property in the City for construction of a 181-unit 3-story market rate apartment building. The City has determined that it will be necessary to provide assistance to the project(s) for certain District costs, as described herein.

The City has studied the feasibility of the development or redevelopment of property in and around the District. To facilitate the establishment and development or redevelopment of the District, this TIF Plan authorizes the use of tax increment financing to pay for the cost of certain eligible expenses. The estimate of public costs and uses of funds associated with the District is outlined in the following table.

USES	
Land/Building Acquisition	$ 3,450,000
Site Improvements/Preparation	1,500,000
Utilities	1,000,000
Other Qualifying Improvements	9,743,094
Administrative Costs (up to 10%)	2,663,300
PROJECT COSTS TOTAL	**$ 18,356,394**
Interest	10,939,904
PROJECT AND INTEREST COSTS TOTAL	**$ 29,296,298**

The total project cost, including financing costs (interest) listed in the table above does not exceed the total projected tax increments for the District as shown in the Sources of Revenue section.

Estimated costs associated with the District are subject to change among categories without a modification to the TIF Plan. The cost of all activities to be considered for tax increment financing will not exceed, without formal modification, the budget above pursuant to the applicable statutory requirements. Pursuant to *M.S., Section 469.1763, Subd. 2*, no more than 25% of the tax increment paid by property within the District will be spent on activities related to development or redevelopment outside of the District but within the boundaries of Municipal Development District No. 1, (including administrative costs, which are considered to be spent outside of the District) subject to the limitations as described in the TIF Plan.

FISCAL DISPARITIES ELECTION

Pursuant to *M.S., Section 469.177, Subd. 3*, the City may elect one of two methods to calculate fiscal disparities.

The City will choose to calculate fiscal disparities by clause b (inside).

ESTIMATED IMPACT ON OTHER TAXING JURISDICTIONS

The estimated impact on other taxing jurisdictions assumes that the redevelopment contemplated by the TIF Plan would occur without the creation of the District. However, the City has determined that such development or redevelopment would not occur "but for" tax increment financing and that, therefore, the fiscal impact on other taxing jurisdictions is $0. The estimated fiscal impact of the District would be as follows if the "but for" test was not met:

Impact on Tax Base

Entity	Preliminary Pay 2026 Total Net Tax Capacity	CTC upon completion	Percent of CTC to Entity Total
Hennepin County	2,657,866,502	1,540,576	**0.0580%**
City of Rogers	39,562,938	1,540,576	**3.8940%**
ISD 728 (Elk River Area Schools)	37,184,646	1,540,576	**4.1430%**

Impact on Tax Rates				
Entity	Preliminary Pay 2026 Extension Rate	Percent of Total	CTC	Potential Taxes
Hennepin County	39.1900%	34.99%	1,540,576	$ 603,752
City of Rogers	41.9620%	37.47%	1,540,576	646,456
ISD 728 (Elk River Area Schools)	24.4780%	21.86%	1,540,576	377,102
Other	6.3600%	5.68%	1,540,576	97,981
	111.9900%	**100.00%**		**$1,725,291**

The estimates listed above display the captured tax capacity when all construction is completed. The tax rate used for calculations is the Preliminary Pay 2026 rate. The total net capacity for the entities listed above are based on Preliminary Pay 2026 figures. The District will be certified under the Final Pay 2026 rates, which were unavailable at the time this TIF Plan was prepared.

Pursuant to *M.S., Section 469.175 Subd. 2(b)*:

(1) Estimate of total tax increment. It is estimated that the total amount of tax increment that will be generated over the life of the District is $26,632,998;

(2) Probable impact of the District on city provided services and ability to issue debt. An impact of the District on police protection is expected. With any addition of new residents or businesses, police calls for service will be increased. New developments add an increase in traffic, and additional overall demands to the call load. The City does not expect that the proposed development, in and of itself, will necessitate new capital investment in vehicles or facilities.

The probable impact of the District on fire protection is not expected to be significant. Typically new buildings generate few calls, if any, and are of superior construction. The existing building located at the site, which will be eliminated by the new development, is not sprinklered. In addition, the development will result in removal of underground fuel tanks, which is positive for the area.

The impact of the District on public infrastructure is expected to be minimal. The current infrastructure for sanitary sewer, storm sewer and water will be able to handle the additional volume generated from the proposed development. Any necessary road improvements will be paid for by the project. Based on the development plans, there minimal additional costs associated with street maintenance, sweeping, plowing, lighting and sidewalks. The development in the District is expected to contribute an estimated $1,168,200 in sanitary sewer (SAC) and water (WAC) connection fees.

The probable impact of the issuance of any general obligation tax increment bonds payable from tax increment revenues from the District on the City's ability to issue debt for general fund purposes is expected to be minimal. It is not anticipated that there will be any general obligation debt issued in relation to this project, therefore there will be no impact on the City's ability to issue future debt or on the City's debt limit.

(3) Estimated amount of tax increment attributable to school district levies. It is estimated that the amount of tax increments over the life of the District that would be attributable to school district levies, assuming the school district's share of the total local tax rate for all taxing jurisdictions remained the same, is $5,821,257;

(4) Estimated amount of tax increment attributable to county levies. It is estimated that the amount of tax increments over the life of the District that would be attributable to county levies, assuming the county's share of the total local tax rate for all taxing jurisdictions remained the same, is $9,320,004;

(5) Additional information requested by the county or school district. The City is not aware of any standard questions in a county or school district written policy regarding tax increment districts and impact on county or school district services. The county or school district must request additional information pursuant to *M.S., Section 469.175 Subd. 2(b)* within 15 days after receipt of the tax increment financing plan.

No requests for additional information from the county or school district regarding the proposed development for the District have been received.

SUPPORTING DOCUMENTATION

Pursuant to *M.S., Section 469.175, Subd. 1 (a), clause 7* this TIF Plan must contain identification and description of studies and analyses used to make the determination set forth in *M.S., Section 469.175, Subd. 3, clause (b)(2)* and the findings are required in the resolution approving the District.

(i) In making said determination, reliance has been placed upon (1) written representation made by the Developer to such effects, (2) review of the Developer's pro forma; and (3) City staff awareness of the feasibility of developing the project site within the District, which is further outlined in the City Council resolution approving the establishment of the District and Appendix C.

(ii) A comparative analysis of estimated market value both with and without establishment of the District and the use of tax increments has been performed. Such analysis is included with the cashflow in Appendix B and indicates that the increase in estimated market value of the proposed development (less the indicated subtractions) exceeds the estimated market value of the site absent the establishment of the District and the use of tax increments.

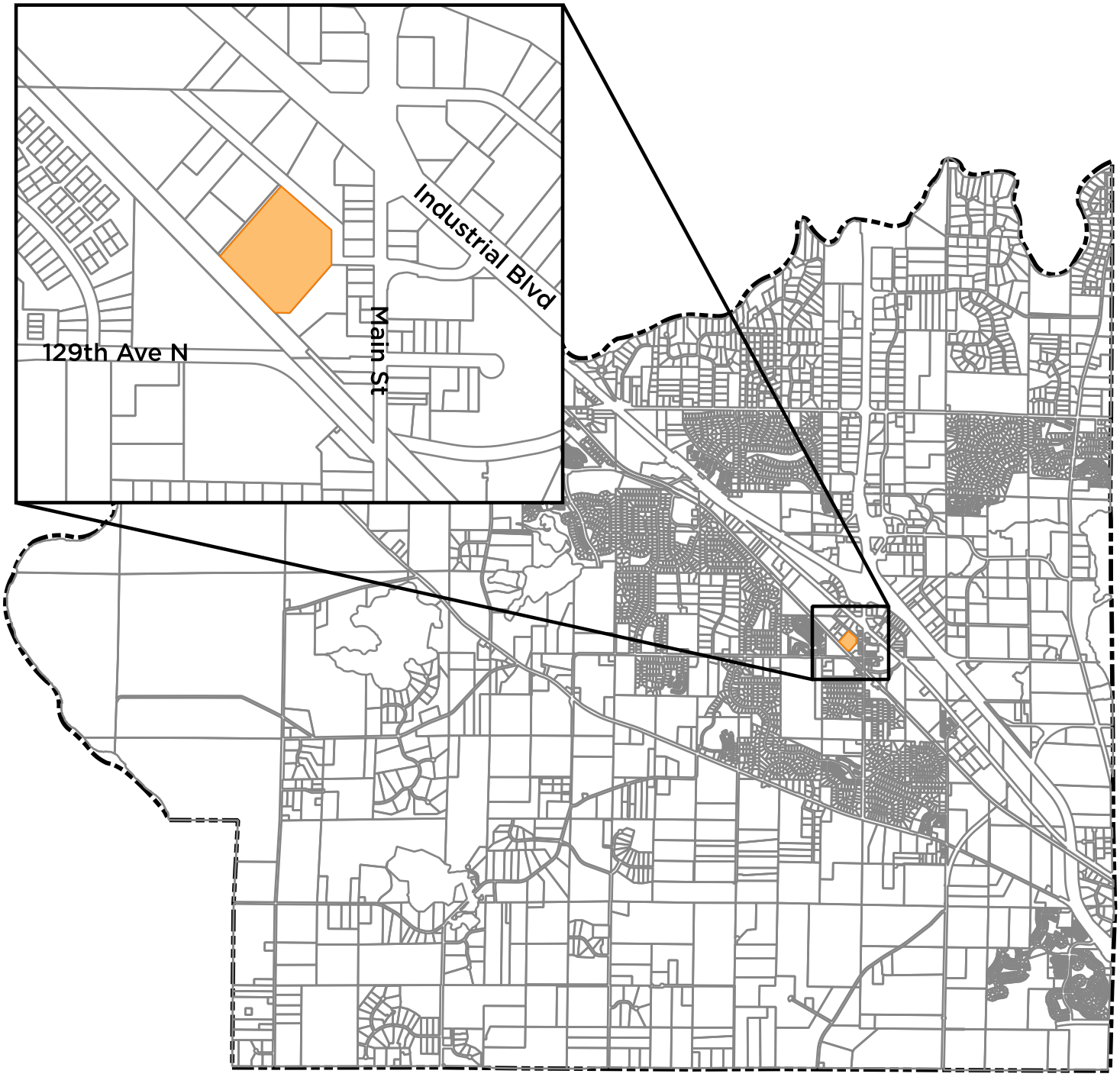
DISTRICT ADMINISTRATION

Administration of the District will be handled by the Community Development Director.

Appendix A: Map of Municipal Development District No. 1 and the TIF District

Tax Increment Financing District No. 19
Municipal Development No. 1

City of Rogers
Hennepin County, Minnesota



CITY OF ROGERS

Legend

- TIF District 19
- Parcels
- Municipal Boundary

The boundaries of the Municipal Development No. 1 are coterminous with the corporate limits of the City of Rogers.

Appendix B: Estimated Cash Flow for the District

Bader / Ebert Apartments - 4.5% 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:	**4.50%**	
Interest Rate:	**4.00%**	
Present Value Date:	**1-Aug-27**	
First Period Ending	1-Feb-28	
Tax Year District was Certified:	**Pay 2026**	
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	39.1743%	Prelim. Pay 2026
Fiscal Disparities Metro-Wide Tax Rate	132.6750%	Prelim. Pay 2026
Maximum/Frozen Local Tax Rate:	111.990%	Prelim. Pay 2026
Current Local Tax Rate: (Use lesser of Current or Max.)	111.990%	Prelim. Pay 2026
State-wide Tax Rate (Comm./Ind. only used for total taxes)	29.0000%	Prelim. Pay 2026
Market Value Tax Rate (Used for total taxes)	0.25428%	Prelim. Pay 2026

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 2026	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 2026	C/I	14,660	Rental	9,163	
				975,000	**713,000**	**1,688,000**		**1,688,000**			**33,760**		**21,100**	

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 - 4.5% Inflation

City of Rogers, MN
181 Apartment Units

EHLERS
PUBLIC FINANCE ADVISORS

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	240,000	240,000	181	43,440,000	Rental	543,000	3,000	40%	100%	100%	100%	2029
TOTAL					43,440,000		543,000						
Subtotal Residential				181	43,440,000		543,000						
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	543,000	0	543,000	608,106	0	0	110,459	718,565	3,969.97
TOTAL	543,000	0	543,000	608,106	0	0	110,459	718,565	

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	718,565
less State-wide Taxes	0
less Fiscal Disp. Adj.	0
less Market Value Taxes	(110,459)
less Base Value Taxes	(23,630)
Annual Gross TIF	584,476

MARKET VALUE BUT / FOR ANALYSIS

Current Market Value - Est.	1,688,000
New Market Value - Est.	43,440,000
Difference	41,752,000
Present Value of Tax Increment	14,529,856
Difference	27,222,144
Value likely to occur without Tax Increment is less than:	**27,222,144**

EHLERS
PUBLIC FINANCE ADVISORS

Bader / Ebert Apartments - 4.5% 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
							-	-	-	-				02/01/28
100%	217,200	(21,100)	-	196,100	111.990%	219,612	109,806	(395)	(10,941)	98,470	94,646	0.5	2028	08/01/28
							109,806	(395)	(10,941)	98,470	187,436	1	2028	02/01/29
100%	543,000	(21,100)	-	521,900	111.990%	584,476	292,238	(1,052)	(29,119)	262,067	429,546	1.5	2029	08/01/29
							292,238	(1,052)	(29,119)	262,067	666,908	2	2029	02/01/30
100%	567,435	(21,100)	-	546,335	111.990%	611,841	305,920	(1,101)	(30,482)	274,337	910,512	2.5	2030	08/01/30
							305,920	(1,101)	(30,482)	274,337	1,149,339	3	2030	02/01/31
100%	592,970	(21,100)	-	571,870	111.990%	640,437	320,218	(1,153)	(31,907)	287,159	1,394,426	3.5	2031	08/01/31
							320,218	(1,153)	(31,907)	287,159	1,634,708	4	2031	02/01/32
100%	619,653	(21,100)	-	598,553	111.990%	670,320	335,160	(1,207)	(33,395)	300,558	1,881,270	4.5	2032	08/01/32
							335,160	(1,207)	(33,395)	300,558	2,122,998	5	2032	02/01/33
100%	647,538	(21,100)	-	626,438	111.990%	701,547	350,774	(1,263)	(34,951)	314,560	2,371,026	5.5	2033	08/01/33
							350,774	(1,263)	(34,951)	314,560	2,614,191	6	2033	02/01/34
100%	676,677	(21,100)	-	655,577	111.990%	734,180	367,090	(1,322)	(36,577)	329,192	2,863,678	6.5	2034	08/01/34
							367,090	(1,322)	(36,577)	329,192	3,108,272	7	2034	02/01/35
100%	707,127	(21,100)	-	686,027	111.990%	768,282	384,141	(1,383)	(38,276)	344,482	3,359,209	7.5	2035	08/01/35
							384,141	(1,383)	(38,276)	344,482	3,605,225	8	2035	02/01/36
100%	738,948	(21,100)	-	717,848	111.990%	803,918	401,959	(1,447)	(40,051)	360,461	3,857,605	8.5	2036	08/01/36
							401,959	(1,447)	(40,051)	360,461	4,105,036	9	2036	02/01/37
100%	772,201	(21,100)	-	751,101	111.990%	841,158	420,579	(1,514)	(41,906)	377,158	4,358,853	9.5	2037	08/01/37
							420,579	(1,514)	(41,906)	377,158	4,607,693	10	2037	02/01/38
100%	806,950	(21,100)	-	785,850	111.990%	880,073	440,037	(1,584)	(43,845)	394,607	4,862,940	10.5	2038	08/01/38
							440,037	(1,584)	(43,845)	394,607	5,113,183	11	2038	02/01/39
100%	843,262	(21,100)	-	822,162	111.990%	920,740	460,370	(1,657)	(45,871)	412,841	5,369,855	11.5	2039	08/01/39
							460,370	(1,657)	(45,871)	412,841	5,621,494	12	2039	02/01/40
100%	881,209	(21,100)	-	860,109	111.990%	963,236	481,618	(1,734)	(47,988)	431,896	5,879,586	12.5	2040	08/01/40
							481,618	(1,734)	(47,988)	431,896	6,132,618	13	2040	02/01/41
100%	920,864	(21,100)	-	899,764	111.990%	1,007,645	503,823	(1,814)	(50,201)	451,808	6,392,125	13.5	2041	08/01/41
							503,823	(1,814)	(50,201)	451,808	6,646,543	14	2041	02/01/42
100%	962,302	(21,100)	-	941,202	111.990%	1,054,053	527,026	(1,897)	(52,513)	472,616	6,907,461	14.5	2042	08/01/42
							527,026	(1,897)	(52,513)	472,616	7,163,263	15	2042	02/01/43
100%	1,005,606	(21,100)	-	984,506	111.990%	1,102,548	551,274	(1,985)	(54,929)	494,361	7,425,587	15.5	2043	08/01/43
							551,274	(1,985)	(54,929)	494,361	7,682,767	16	2043	02/01/44
100%	1,050,858	(21,100)	-	1,029,758	111.990%	1,153,226	576,613	(2,076)	(57,454)	517,084	7,946,495	16.5	2044	08/01/44
							576,613	(2,076)	(57,454)	517,084	8,205,051	17	2044	02/01/45
100%	1,098,147	(21,100)	-	1,077,047	111.990%	1,206,185	603,092	(2,171)	(60,092)	540,829	8,470,178	17.5	2045	08/01/45
							603,092	(2,171)	(60,092)	540,829	8,730,106	18	2045	02/01/46
100%	1,147,564	(21,100)	-	1,126,464	111.990%	1,261,527	630,763	(2,271)	(62,849)	565,643	8,996,630	18.5	2046	08/01/46
							630,763	(2,271)	(62,849)	565,643	9,257,928	19	2046	02/01/47
100%	1,199,204	(21,100)	-	1,178,104	111.990%	1,319,359	659,679	(2,375)	(65,730)	591,574	9,525,846	19.5	2047	08/01/47
							659,679	(2,375)	(65,730)	591,574	9,788,511	20	2047	02/01/48
100%	1,253,168	(21,100)	-	1,232,068	111.990%	1,379,793	689,897	(2,484)	(68,741)	618,672	10,057,821	20.5	2048	08/01/48
							689,897	(2,484)	(68,741)	618,672	10,321,851	21	2048	02/01/49
100%	1,309,561	(21,100)	-	1,288,461	111.990%	1,442,947	721,474	(2,597)	(71,888)	646,989	10,592,552	21.5	2049	08/01/49
							721,474	(2,597)	(71,888)	646,989	10,857,944	22	2049	02/01/50
100%	1,368,491	(21,100)	-	1,347,391	111.990%	1,508,943	754,472	(2,716)	(75,176)	676,580	11,130,033	22.5	2050	08/01/50
							754,472	(2,716)	(75,176)	676,580	11,396,787	23	2050	02/01/51
100%	1,430,073	(21,100)	-	1,408,973	111.990%	1,577,909	788,954	(2,840)	(78,611)	707,503	11,670,264	23.5	2051	08/01/51
							788,954	(2,840)	(78,611)	707,503	11,938,378	24	2051	02/01/52
100%	1,494,426	(21,100)	-	1,473,326	111.990%	1,649,978	824,989	(2,970)	(82,202)	739,817	12,213,241	24.5	2052	08/01/52
							824,989	(2,970)	(82,202)	739,817	12,482,714	25	2052	02/01/53
100%	1,561,676	(21,100)	-	1,540,576	111.990%	1,725,291	862,645	(3,106)	(85,954)	773,586	12,758,962	25.5	2053	08/01/53
							862,645	(3,106)	(85,954)	773,586	13,029,794	26	2053	02/01/54
	Total						**26,729,223**	**(96,225)**	**(2,663,300)**	**23,969,698**				
	Present Value From 08/01/2027			**Present Value Rate**	**4.00%**		**14,529,856**	**(52,307)**	**(1,447,755)**	**13,029,794**				

Appendix C: Findings Including But/For Qualifications

The reasons and facts supporting the findings for the adoption of the Tax Increment Financing Plan (TIF Plan) for Tax Increment Financing District No. 19 (the "District"), as required pursuant to *Minnesota Statutes (M.S.), Section 469.175, Subdivision 3* are as follows:

1. *Finding that Tax Increment Financing District No. 19 is a redevelopment district as defined in M.S., Section 469.174, Subd. 10.*

   The District consists of two (2) parcels and vacant right-of-way, with plans to redevelop the area for construction of a 181-unit 3-story market rate apartment building. Parcels consisting of 70% of the area of the District are occupied by buildings, streets, utilities, paved or gravel parking lots or other similar structures and more than 50% of the buildings in the District, not including outbuildings, are structurally substandard to a degree requiring substantial renovation or clearance. (See Appendix D of the TIF Plan.)

2. *Finding that the proposed development, in the opinion of the City Council, would not reasonably be expected to occur solely through private investment within the reasonably foreseeable future and that the increased market value of the site that could reasonably be expected to occur without the use of tax increment financing would be less than the increase in the market value estimated to result from the proposed development after subtracting the present value of the projected tax increments for the maximum duration of Tax Increment Financing District No. 19 permitted by the TIF Plan.*

   The proposed development, in the opinion of the City, would not reasonably be expected to occur solely through private investment within the reasonably foreseeable future: This finding is supported by the fact that the redevelopment proposed in the TIF Plan meets the City's objectives for redevelopment. Due to the high cost of redevelopment on the parcels currently occupied by a substandard building, the incompatible land uses at close proximity, and the cost of financing the proposed improvements, this project is feasible only through assistance, in part, from tax increment financing. The Developer was asked for and provided a letter and a pro forma as justification that the Developer would not have gone forward without tax increment assistance.

The increased market value of the site that could reasonably be expected to occur without the use of tax increment financing would be less than the increase in market value estimated to result from the proposed development after subtracting the present value of the projected tax increments for the maximum duration of the District permitted by the TIF Plan: This finding is justified on the grounds that the cost of site and public improvements and utilities add to the total redevelopment cost. Historically, construction costs, site and public improvements costs in this area have made redevelopment infeasible without tax increment assistance. The City reasonably determines that no other redevelopment of similar scope is anticipated on this site without substantially similar assistance being provided to the development.

Therefore, the City concludes as follows:

a. The City's estimate of the amount by which the market value of the entire District will increase without the use of tax increment financing is $0.

b. If the proposed development occurs, the total increase in market value will be $41,752,000.

c. The present value of tax increments from the District for the maximum duration of the district permitted by the TIF Plan is estimated to be $14,529,856.

d. Even if some development other than the proposed development were to occur, the Council finds that no alternative would occur that would produce a market value increase greater than $27,222,144 (the amount in clause b less the amount in clause c) without tax increment assistance.

3. *Finding that the TIF Plan for the District conforms to the general plan for the development or redevelopment of the municipality as a whole.*

The City Council reviewed the TIF Plan and found that the TIF Plan conforms to the general development plan of the City.

4. *Finding that the TIF Plan for Tax Increment Financing District No. 19 will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the development or redevelopment of Municipal Development District No. 1 by private enterprise.*

The project to be assisted by the District will result in increased employment in the City and the State of Minnesota, the renovation of substandard properties, increased tax base of the State and add a high-quality development to the City.

Through the implementation of the TIF Plan, the City will increase the availability of safe and decent life-cycle housing in the City.

Appendix D: Redevelopment Qualifications for the District

REPORT OF INSPECTION PROCEDURES AND RESULTS

FOR

DETERMINING QUALIFICATIONS

OF A

TAX INCREMENT FINANCING DISTRICT

WILLIS TRUCKING REDEVELOPMENT TIF DISTRICT

Prepared for

CITY OF ROGERS

ROGERS, MINNESOTA

AUGUST 12, 2025

Table of Contents

Part 1: Executive Summary 2
- Purpose of the Evaluation 2
- Scope of Work 3
- Conclusion 3

Part 2: Minnesota Statute 469.174, Subdivision 10 Requirements 3
- Interior Inspection 3
- Exterior Inspection and Other Means 3
- Documentation 3
- Qualification Requirements 3
  - 1. Coverage Test 3
  - 2. Condition of Buildings Test 4
  - 3. Distribution of Substandard Buildings 5

Part 3: Procedures Followed 5

Part 4: Findings 5
- 1. Coverage Test 5
- 2. Condition of Building Test 7
- 3. Distribution of Substandard Structures 8

Part 5: Team Credentials 9

Appendices 9

APPENDIX A Property Condition Assessment Summary Sheet
APPENDIX B Building Code, Condition Deficiency and Context Analysis Report
APPENDIX C Building Replacement Cost Report
Code Deficiency Cost Report
Photographs

Part 1: Executive Summary

Purpose of the Evaluation

LHB was hired by the City of Rogers to inspect and evaluate the properties within a Tax Increment Financing Redevelopment District ("TIF District") proposed to be established by the City. The proposed TIF District is located at 21601 John Deere Lane (Diagram 1). The purpose of LHB's work is to determine whether the proposed TIF District meets the statutory requirements for coverage, and whether one building on two parcels, located within the proposed TIF District, meets the qualifications required for a Redevelopment District.

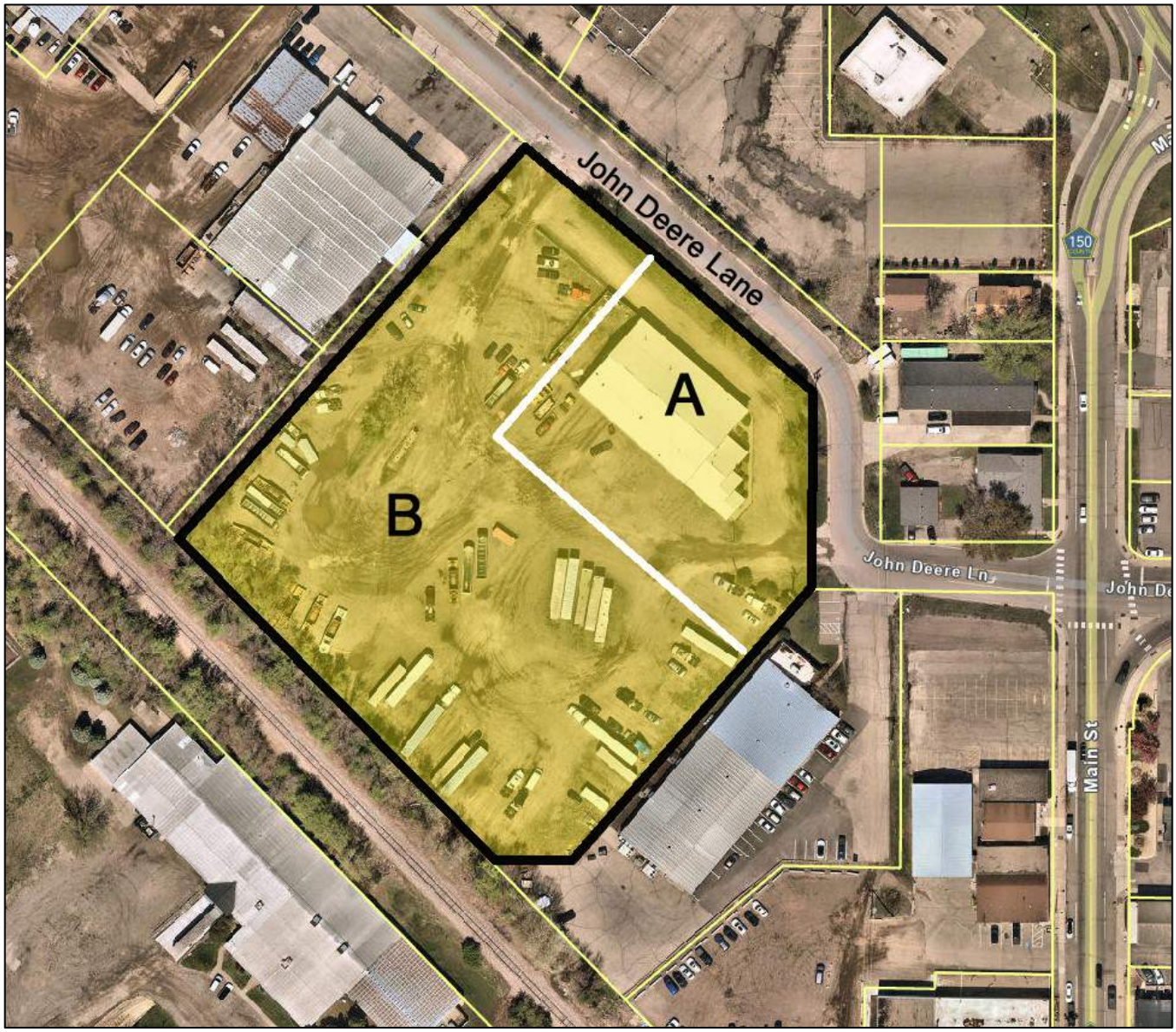


Diagram 1: Proposed TIF District

Scope of Work

The proposed TIF District consists of two parcels with one building. The building was inspected on July 15, 2025. Building Code and Condition Deficiency reports are in Appendix B.

Conclusion

After inspecting and evaluating the properties within the proposed TIF District and applying current statutory criteria for a Redevelopment District under *Minnesota Statutes, Section 469.174, Subdivision 10*, it is our professional opinion that the proposed TIF District qualifies as a Redevelopment District because:

- The proposed TIF District has a coverage calculation of 100 percent which is above the 70 percent requirement.
- 100 percent of the buildings are structurally substandard which is above the 50 percent requirement.
- The substandard buildings are reasonably distributed.

The remainder of this report describes our process and findings in detail.

Part 2: Minnesota Statute 469.174, Subdivision 10 Requirements

The properties were inspected in accordance with the following requirements under *Minnesota Statutes, Section 469.174, Subdivision 10(c)*, which states:

Interior Inspection

> "The municipality may not make such determination [that the building is structurally substandard] without an interior inspection of the property..."

Exterior Inspection and Other Means

> "An interior inspection of the property is not required, if the municipality finds that
>
> (1) the municipality or authority is unable to gain access to the property after using its best efforts to obtain permission from the party that owns or controls the property; and
>
> (2) the evidence otherwise supports a reasonable conclusion that the building is structurally substandard."

Documentation

> "Written documentation of the findings and reasons why an interior inspection was not conducted must be made and retained under section 469.175, subdivision 3(1)."

Qualification Requirements

Minnesota Statutes, Section 469.174, Subdivision 10 (a) (1) requires three tests for occupied parcels:

1. COVERAGE TEST

a. Minnesota Statutes, Section 469.174, Subdivision 10(a)(1) states:

> "Parcels consisting of 70 percent of the area of the district are occupied by buildings, streets, utilities, or paved or gravel parking lots…"

b. The coverage required by the parcel to be considered occupied is defined under *Minnesota Statutes, Section 469.174, Subdivision 10(e)*, which states:

"For purposes of this subdivision, a parcel is not occupied by buildings, streets, utilities, paved or gravel parking lots, or other similar structures unless 15 percent of the area of the parcel contains buildings, streets, utilities, paved or gravel parking lots, or other similar structures."

2. CONDITION OF BUILDINGS TEST

a. Minnesota Statutes, Section 469.174, Subdivision 10(a) states:

"…and more than 50 percent of the buildings, not including outbuildings, are structurally substandard to a degree requiring substantial renovation or clearance;"

b. Structurally substandard is defined under Minnesota Statutes, Section 469.174, Subdivision 10(b), which states:

"For purposes of this subdivision, 'structurally substandard' shall mean containing defects in structural elements or a combination of deficiencies in essential utilities and facilities, light and ventilation, fire protection including adequate egress, layout and condition of interior partitions, or similar factors, which defects, or deficiencies are of sufficient total significance to justify substantial renovation or clearance."

i. We do not count energy code deficiencies toward the thresholds required by *Minnesota Statutes, Section 469.174, Subdivision 10(b)* defined as "structurally substandard", due to concerns expressed by the State of Minnesota Court of Appeals in the *Walser Auto Sales, Inc. vs. City of Richfield* case filed November 13, 2001.

c. Buildings are not eligible to be considered structurally substandard unless they meet certain additional criteria, as set forth in Subdivision 10(c) which states:

"A building is not structurally substandard if it follows the building code applicable to new buildings or could be modified to satisfy the building code at a cost of less than 15 percent of the cost of constructing a new structure of the same square footage and type on the site. The municipality may find that a building is not disqualified as structurally substandard under the preceding sentence based on reasonably available evidence, such as the size, type, and age of the building, the average cost of plumbing, electrical, or structural repairs, or other similar reliable evidence."

"Items of evidence that support such a conclusion [that the building is not disqualified] include recent fire or police inspections, on-site property tax appraisals or housing inspections, exterior evidence of deterioration, or other similar reliable evidence."

i. LHB counts energy code deficiencies toward the 15 percent code threshold required by Minnesota Statutes, Section 469.174, Subdivision 10(c)) for the following reasons:
   1) The Minnesota energy code is one of ten building code areas highlighted by the Minnesota Department of Labor and Industry website where minimum construction standards are required by law.
   2) Chapter 13 of the 2015 *Minnesota Building Code* states, "Buildings shall be designed and constructed in accordance with the *International Energy Conservation Code*." Furthermore, Minnesota Rules, Chapter 1305.0021 Subpart 9 states, "References to the *International Energy Conservation Code* in this code mean the *Minnesota Energy Code*…"
   3) Chapter 11 of the 2015 Minnesota Residential Code incorporates Minnesota Rules, Chapters, 1322 and 1323 *Minnesota Energy Code*.
   4) The Senior Building Code Representative for the Construction Codes and Licensing Division of the Minnesota Department of Labor and Industry confirmed that the Minnesota Energy Code is being enforced throughout the State of Minnesota.
   5) In a January 2002 report to the Minnesota Legislature, the Management Analysis Division of the Minnesota Department of Administration confirmed that the construction cost of new buildings complying with the Minnesota Energy Code is higher than buildings built prior to the enactment of the code.

6) Proper TIF analysis requires a comparison between the replacement value of a new building built under current code standards with the repairs that would be necessary to bring the existing building up to current code standards. For an equal comparison to be made, all applicable code chapters should be applied to both scenarios. Since current construction estimating software automatically applies the construction cost of complying with the Minnesota Energy Code, energy code deficiencies should also be identified in the existing structures.

3. DISTRIBUTION OF SUBSTANDARD BUILDINGS

a. Minnesota Statutes, Section 469.174, Subdivision 10, defines a Redevelopment District and requires one or more of the following conditions "reasonably distributed throughout the district.":

"(1) Parcels consisting of 70 percent of the area of the district are occupied by buildings, streets, utilities, paved or gravel parking lots, or other similar structures and more than 50 percent of the buildings, not including outbuildings, are structurally substandard to a degree requiring substantial renovation or clearance.

(2) the property consists of vacant, unused, underused, inappropriately used, or infrequently used rail yards, rail storage facilities, or excessive or vacated railroad rights-of-way.

(3) tank facilities, or property whose immediately previous use was for tank facilities…"

b. Our interpretation of the distribution requirement is that the substandard buildings must be reasonably distributed throughout the district as compared to the location of all buildings in the district. For example, if all the buildings in a district are located on one half of the area of the district, with the other half occupied by parking lots (meeting the required 70 percent coverage for the district), we would evaluate the distribution of the substandard buildings compared with only the half of the district where the buildings are located. If all the buildings in a district are located evenly throughout the entire area of the district, the substandard buildings must be reasonably distributed throughout the entire area of the district. We believe this is consistent with the opinion expressed by the State of Minnesota Court of Appeals in the *Walser Auto Sales, Inc. vs. City of Richfield* case filed November 13, 2001.

Part 3: Procedures Followed

LHB inspected one building on July 15, 2025.

Part 4: Findings

1. Coverage Test

a. The total square foot area of the parcel in the proposed TIF District was obtained from City records, GIS mapping and site verification.
b. The total square foot area of buildings and site improvements on the parcels in the proposed TIF District was obtained from City records, GIS mapping and site verification.
c. The percentage of coverage for each parcel in the proposed TIF District was computed to determine if the 15 percent minimum requirement was met. The total square footage of parcels meeting the 15 percent requirement was divided into the total square footage of the entire district to determine if the 70 percent requirement was met.

FINDING

The proposed TIF District met the coverage test under *Minnesota Statutes, Section 469.174, Subdivision 10(e)*, which resulted in parcels consisting of 100 percent of the area of the proposed TIF District being occupied by buildings, streets, utilities, paved or gravel parking lots, or other similar structures (Diagram 2). This exceeds the 70 percent area coverage requirement for the proposed TIF District under Minnesota Statutes, Section 469.174, Subdivision (a) (1).

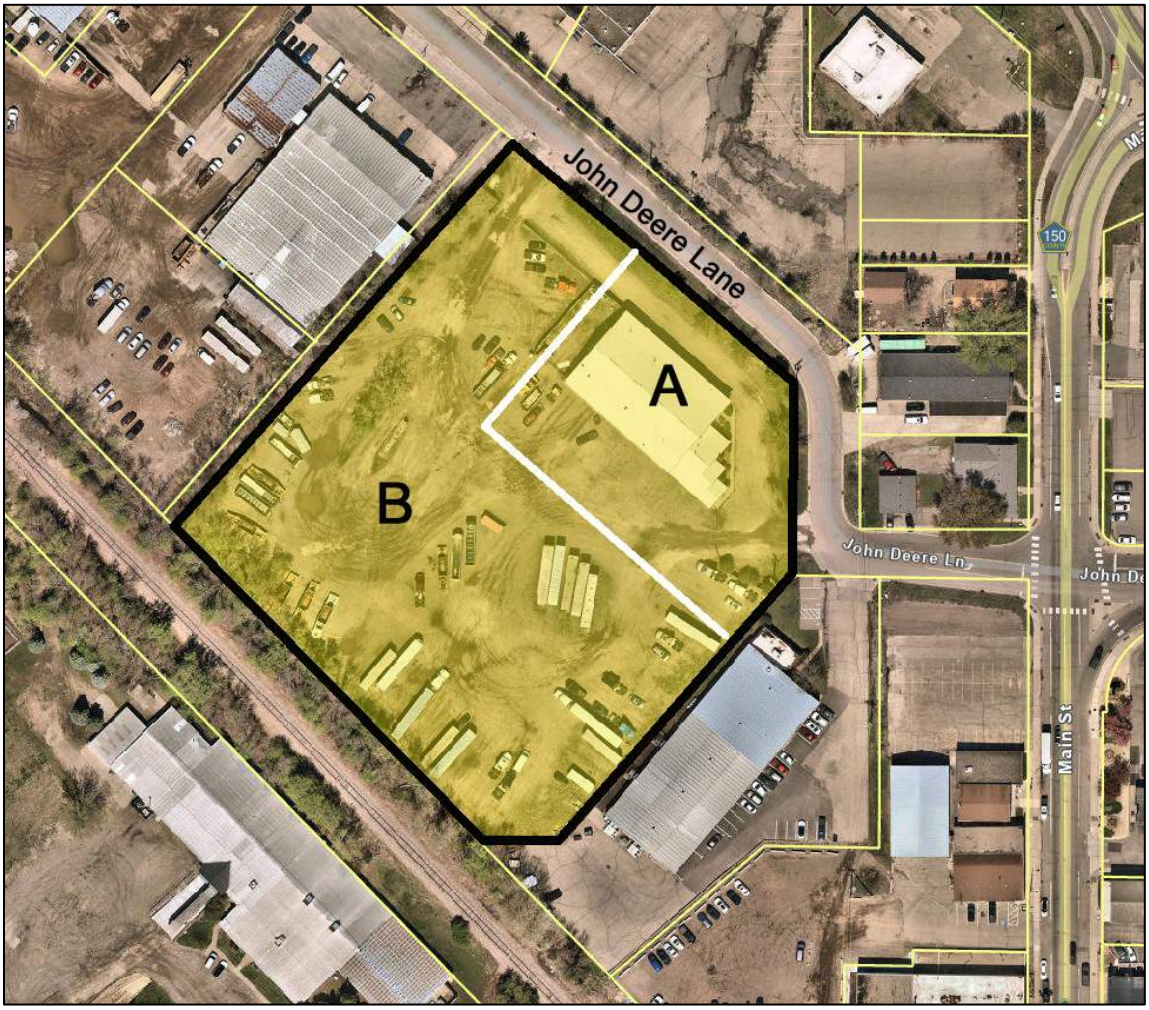


Diagram 2 – Coverage Diagram

Shaded area depicts a parcel more than 15 percent occupied by buildings, streets, utilities, paved or gravel parking lots or other similar structures

2. Condition of Building Test

a. BUILDING INSPECTION

i. The first step in the evaluation process is the building inspection. After an initial walk-thru, the inspector makes a judgment whether a building "appears" to have enough defects or deficiencies of sufficient total significance to justify substantial renovation or clearance. If it does, the inspector documents with notes and photographs code and non-code deficiencies in the building.

b. REPLACEMENT COST

i. The second step in evaluating a building to determine if it is substandard to a degree requiring substantial renovation or clearance is to determine its replacement cost. This is the cost of constructing a new structure of the same square footage and type on site. Replacement costs were researched using R.S. Means Cost Works square foot models for 2025.

ii. A replacement cost was calculated by first establishing building use (office, retail, residential, etc.), building construction type (wood, concrete, masonry, etc.), and building size to obtain the appropriate median replacement cost, which factors in the costs of construction in Rogers, Minnesota.

iii. Replacement cost includes labor, materials, and the contractor's overhead and profit. Replacement costs do not include architectural fees, legal fees or other "soft" costs not directly related to construction activities. Replacement cost for each building is tabulated in Appendix A.

c. CODE DEFICIENCIES

i. The next step in evaluating a building is to determine what code deficiencies exist with respect to such building. Code deficiencies are those conditions for a building which are not in compliance with current building codes applicable to new buildings in the State of Minnesota.

ii. Minnesota Statutes, Section 469.174, Subdivision 10(c), specifically provides that a building cannot be considered structurally substandard if its code deficiencies are not at least 15 percent of the replacement cost of the building. As a result, it was necessary to determine the extent of code deficiencies for each building in the proposed TIF District.

iii. The evaluation was made by reviewing all available information with respect to such buildings contained in City Building Inspection records and making interior and exterior inspections of the buildings. LHB utilizes the current Minnesota State Building Code as the official code for our evaluations. The Minnesota State Building Code is a series of provisional codes written specifically for Minnesota only requirements, adoption of several international codes, and amendments to the adopted international codes.

iv. After identifying the code deficiencies in each building, we used R.S. Means Cost Works 2025; Unit and Assembly Costs to determine the cost of correcting the identified deficiencies. We were then able to compare the correction costs with the replacement cost of each building to determine if the costs for correcting code deficiencies meet the required 15 percent threshold.

FINDING

One out of one building (100 percent) in the proposed TIF District contained code deficiencies exceeding the 15 percent threshold required by Minnesota Statutes, Section 469.174, Subdivision 10(c). Building Code, Condition Deficiency and Context Analysis reports for the building(s) in the proposed TIF District can be found in Appendix B of this report.

d. SYSTEM CONDITION DEFICIENCIES

i. If a building meets the minimum code deficiency threshold under Minnesota Statutes, Section 469.174, Subdivision 10(c), then for such building to be "structurally substandard" under Minnesota Statutes, Section 469.174, Subdivision 10(b), the building's defects, or deficiencies should be of sufficient total significance to justify "substantial renovation or clearance." Based on this definition, LHB re-evaluated each of the buildings that met the code deficiency threshold under Minnesota Statutes, Section 469.174, Subdivision 10(c), to

determine if the total deficiencies warranted "substantial renovation or clearance" based on the criteria we outlined above.

ii. System condition deficiencies are a measurement of defects or substantial deterioration in site elements, structure, exterior envelope, mechanical and electrical components, fire protection and emergency systems, interior partitions, ceilings, floors, and doors.

iii. The evaluation of system condition deficiencies was made by reviewing all available information contained in City records and making interior and exterior inspections of the buildings. LHB only identified system condition deficiencies that were visible upon our inspection of the building or contained in City records. We did not consider the amount of "service life" used up for a particular component unless it was an obvious part of that component's deficiencies.

iv. After identifying the system condition deficiencies in each building, we used our professional judgment to determine if the list of defects or deficiencies is of sufficient total significance to justify "substantial renovation or clearance."

FINDING

In our professional opinion, one out of one buildings (100 percent) in the proposed TIF District are structurally substandard to a degree requiring substantial renovation or clearance, because of defects in structural elements or a combination of deficiencies in essential utilities and facilities, light and ventilation, fire protection including adequate egress, layout and condition of interior partitions, or similar factors which defects or deficiencies are of sufficient total significance to justify substantial renovation or clearance. This exceeds the 50 percent requirement of Subdivision 10a(1).

3. Distribution of Substandard Structures

Much of this report has focused on the condition of individual buildings as they relate to requirements identified by Minnesota Statutes, Section 469.174, Subdivision 10. It is also important to look at the distribution of substandard buildings throughout the geographic area of the proposed TIF District (Diagram 3).

FINDING

The parcels with substandard buildings are reasonably distributed compared to all parcels that contain buildings.

Diagram 3 – Substandard Buildings

Shaded yellow area depicts parcels with buildings.
Shaded orange area depicts substandard buildings.

Part 5: Team Credentials

Michael A. Fischer, AIA, LEED AP - Project Principal/TIF Analyst

Michael is a Principal and Vice President at LHB, with over 39-years of experience serving as a Project Principal, Project Manager, Project Designer and Project Architect on planning, urban design, educational, commercial, and governmental projects, he has become an expert on Tax Increment Finance District (TIF) analysis assisting over 130 cities with strategic planning for TIF Districts.

Michael completed a two-year Bush Fellowship, studying at MIT and Harvard in 1999, earning master's degrees in City Planning and Real Estate Development from MIT. He has served on more than 50 committees, boards, and community task forces, including a term as a City Council President, Chair of a Metropolitan Planning Organization, and Chair of the Edina Planning Commission. Most recently, he served as a member of the Edina city council and Secretary of the Edina HRA. Michael has also managed and designed several award-winning architectural projects and was one of four architects in the Country to receive the AIA Young Architects Citation in 1997.

Phil Fisher – Inspector

For 35 years, Phil Fisher worked in the field of Building Operations in Minnesota including White Bear Lake Area Schools. At the University of Minnesota, he earned his Bachelor of Science in Industrial Technology. He is a Certified Playground Safety Inspector, Certified Plant Engineer, and is trained in Minnesota Enterprise Real Properties (MERP) Facility Condition Assessment (FCA). His FCA training was recently applied to the Minnesota Department of Natural Resources Facilities Condition Assessment project involving over 2,000 buildings.

Appendices

APPENDIX A Property Condition Assessment Summary Sheet
APPENDIX B Building Code, Condition Deficiency and Context Analysis Report
APPENDIX C Building Replacement Cost Report
Code Deficiency Cost Report
Photographs

APPENDIX A

Property Condition Assessment Summary Sheet

Willis Trucking Redevelopment TIF District

Property Condition Assessment Summary Sheet

Rogers, Minnesota

TIF Map No.	PID #	Property Address	Improved or Vacant	Survey Method Used	Site Area (S.F.)	Coverage Area of Improvements (S.F.)	Coverage Percent of Improvements	Coverage Quantity (S.F.)	No. of Buildings	Building Replacement Cost	15% of Replacement Cost	Building Code Deficiencies	No. of Buildings Exceeding 15% Criteria	No. of buildings determined substandard
A	2312023240046	21601 John Deere Lane	Improved	Interior/Exterior	53,859	52,782	98.0%	53,859	1	$1,722,836	$258,425	$685,035	1	1
B	2312023240047	21601 John Deere Lane	Vacant	Exterior	146,658	143,725	98.0%	146,658	0					
TOTALS					200,517			200,517	1				1	1
							Total Coverage Percent:	100.0%						
												Percent of buildings exceeding 15 percent code deficiency threshold:	100.0%	
												Percent of buildings determined substandard:		100.0%

M:\25Proj\250452\300 Design\Reports\Final Report\[250452 Rogers Willis Trucking Redevelopment TIF Summary Spreadsheet.xlsx]Property Info

APPENDIX B

Building Code, Condition Deficiency and Context Analysis Report

Willis Trucking Redevelopment TIF District

Building Code, Condition Deficiency and Context Analysis Report

Parcel A — Willis Trucking Building

Address:	21601 John Deere Lane, Rogers, Minnesota 55374
Parcel ID:	2312023240046
Inspection Date(s) & Time(s):	July 15, 2025, 9:45 am
Inspection Type:	Interior and Exterior
Summary of Deficiencies:	It is our professional opinion that this building is Substandard because: - Substantial renovation is required to correct Conditions found. - Building Code deficiencies total more than 15% of replacement cost, NOT including energy code deficiencies.

Estimated Replacement Cost:	$1,722,836
Estimated Cost to Correct Building Code Deficiencies:	$685,035
Percentage of Replacement Cost for Building Code Deficiencies:	39.8%

DEFECTS IN STRUCTURAL ELEMENTS

1. No defects were observed.

COMBINATION OF DEFICIENCIES

1. Essential Utilities and Facilities
    a. There is no code required accessible parking.
    b. There is no code required accessible route into the building.
    c. The restrooms do not comply with code.
    d. There is no code required drinking fountain.
    e. The staff breakroom does not comply with code for accessibility.

2. Light and Ventilation
    a. The lighting system does not comply with code.
    b. The electrical wiring system does not comply with code.
    c. The HVAC system does not comply with code.

3. Fire Protection/Adequate Egress
    a. Thresholds do not comply with code.
    b. The flooring is damaged creating an impediment to emergency egress which is contrary to code.
    c. Door hardware does not comply with code.
    d. The stairs do not comply with code
    e. There is no code required emergency notification system.

f. There are no, code required, emergency exit lights.
g. There are no, code required, smoke detectors.
h. There is no code required building sprinkler system.
i. Code required, fire caulking should be installed.
j. The Dutch door is not code compliant.
k. The sump pit does not have a code required, Lock Out Tag Out, program.

4. Layout and Condition of Interior Partitions/Materials
   a. Interior walls should be repaired and repainted.
   b. The carpet should be replaced.
   c. The ceiling tile is stained and should be replaced.
   d. The concrete floor should be repainted.

5. Exterior Construction
   a. Windows are failing, allowing for water intrusion which is contrary to code.
   b. The exterior joint caulking is failing, allowing for water intrusion which is contrary to code.
   c. Brick mortar is failing, allowing for water intrusion which is contrary to code.
   d. Damaged metal siding should be repaired to prevent water intrusion per code.
   e. Sidewalks are damaged creating an impediment to emergency egress, which is contrary to code.
   f. Exterior hollow metal doors are rusting and should be repainted.
   g. The roofing is failing in the office area and should be repaired to prevent water intrusion per code.

DESCRIPTION OF CODE DEFICIENCIES

1. A code required accessible parking area should be created.
2. A code required accessible route into the building should be created.
3. The restrooms should be modified to comply with code.
4. A code required drinking fountain should be installed.
5. The staff breakroom should be modified to comply with code.
6. A code-compliant lighting system should be installed.
7. A code-compliant HVAC system should be installed.
8. A code-compliant electrical wiring system should be installed.
9. Thresholds should be modified to comply with code for maximum height.
10. Damaged flooring material should be repaired or replaced to create a code required unimpeded means for emergency egress.
11. Code-compliant door hardware should be installed.
12. The stairs should be modified to comply with code.
13. A code required emergency notification system should be installed.
14. A code required emergency lighting system should be installed.
15. Code required smoke detectors should be installed.
16. A code required building sprinkler system should be installed.

17. Code required fire caulking should be installed.
18. The Dutch Door should be modified to comply with code.
19. The sump pit should have a code required Lock Out Tag Out program.
20. The failing windows should be replaced to prevent water intrusion, per code.
21. The failed exterior joint caulking should be removed and replaced to prevent water intrusion per code.
22. Failing brick mortar should be replaced to prevent water intrusion per code.
23. The damaged metal siding should be repaired to prevent water intrusion per code.
24. Damaged sidewalks should be replaced to create a code required unimpeded means for emergency egress.
25. The failed roofing over the office area should be repaired/replaced to prevent water intrusion per code.

OVERVIEW OF DEFICIENCIES

This building is occupied in the shop areas, but not in the office area. There is no code required accessible parking. There is no code required accessible route into the building. Windows are failing, allowing for water intrusion which is contrary to code. Exterior brick mortar is failing, allowing for water intrusion which is contrary to code. The restrooms do not comply with code. A code required drinking fountain should be installed. The staff breakroom should be modified to comply with the accessibility code. The sidewalks are damaged creating an impediment to emergency egress which is contrary to code. There are no code required life safety systems in the building. Flooring materials should either be cleaned or replaced. Interior walls should be repaired and repainted. Stained ceiling tiles should be replaced. There are tall weeds growing around the building. Damaged metal siding and leaking metal roofs should be repaired to prevent water intrusion per code.

ENERGY CODE DEFICIENCIES

In addition to the building code deficiencies listed above, the existing building does not comply with the current energy code. These deficiencies are not included in the estimated costs to correct code deficiencies and are not considered in determining whether the building is substandard.

M:\25Proj\250452\300 Design\Reports\Building Reports\21601 John Deere Lane Building Report Redevelopment District.docx

APPENDIX C

Building Replacement Cost Report

Code Deficiency Cost Report

Photographs

Willis Trucking Redevelopment TIF District

Replacement Cost Report

RSMeans data from GORDIAN

	Square Foot Cost Estimate Report	Date:	**7/15/2025**
Estimate Name:	**21601 John Deere Lane**		
Building Type:	**Metal Sandwich Panel**		
Location:	**Rogers, MN**		
Story Count:	**1**		
Story Height (L.F.):	**16**		
Floor Area (S.F.):	**12295**		
Labor Type:	**OPN**		
Basement Included:	**No**		
Data Release:	**Year 2025 Quarter 2**		
Cost Per Square Foot:	**$140.12**		
Building Cost:	**$1,722,836.72**		

Costs are derived from a building model with basic components.
Scope differences and market conditions can cause costs to vary significantly.

		Quantity	% of Total	Cost Per S.F.	Cost
A	**Substructure**		**16.45%**	**$20.05**	**$246,503.18**
A1010	**Standard Foundations**			**$7.70**	**$94,694.60**
A10101051560	Foundation wall, CIP, 4' wall height, direct chute, .148 CY/LF, 7.2 PLF, 12" thick	492		$4.57	$56,189.84
A10101102900	Strip footing, concrete, reinforced, load 6.8 KLF, soil bearing capacity 3 KSF, 12" deep x 32" wide	492		$2.92	$35,946.50
A10102107300	Spread footings, 3000 PSI concrete, load 75K, soil bearing capacity 6 KSF, 4' - 0" square x 12" deep	6.15		$0.21	$2,558.26
A1030	**Slab on Grade**			**$12.10**	**$148,725.73**
A10301204520	Slab on grade, 6" thick, light industrial, reinforced	12295		$12.10	$148,725.73
A2010	**Basement Excavation**			**$0.25**	**$3,082.85**
A20101105740	Excavate and fill, 30,000 SF, 4' deep, sand, gravel, or common earth, on site storage	12295		$0.25	$3,082.85
B	**Shell**		**36.40%**	**$44.36**	**$545,370.19**
B1020	**Roof Construction**			**$17.67**	**$217,252.65**
B10201027200	Wood roof, truss, 4/12 slope, 24" O.C., 44' to 60' span	12295		$17.67	$217,252.65
B2010	**Exterior Walls**			**$7.17**	**$88,117.91**
B20101464200	Metal siding, steel, sandwich panels, factory fabricated, 1" polystyrene, stl.core, 26 ga, colored 1 side	5510.4		$7.17	$88,117.91
B2020	**Exterior Windows**			**$2.14**	**$26,261.80**
B20201023350	Windows, wood, sliding, insulated glass, 3'-4" x 2'-7"	20		$2.14	$26,261.80
B2030	**Exterior Doors**			**$2.84**	**$34,925.00**
B20302205200	Door, steel, overhead, rolling, electric operator, 14'-0" x 14'-0" opening	5		$2.84	$34,925.00
B3010	**Roof Coverings**			**$14.37**	**$176,640.19**
B30101300550	Roofing, corrugated, aluminum, painted, .0320" thick, .569 PSF	12295		$9.61	$118,154.95
B30103200300	Insulation, rigid, roof deck, fiberboard, mineral, 1-1/2" thick, R4.17	12295		$3.32	$40,855.18
B30104201400	Roof edges, aluminum, duranodic, .050" thick, 6" face	492		$1.06	$13,078.39
B30104300040	Flashing, aluminum, no backing sides, .019"	492		$0.37	$4,551.67
B3020	**Roof Openings**			**$0.18**	**$2,172.64**
B30202100200	Roof hatch, with curb, 1" fiberglass insulation, 2'-6" x 3'-0", aluminum	1.23		$0.18	$2,172.64
C	**Interiors**		**1.97%**	**$2.40**	**$29,510.62**
C1010	**Partitions**			**$1.45**	**$17,780.00**
C10101243200	Wood partition,1/2"regular gypsum board face, 3/8"regular gypsum board base, 2x4 @ 16",same opposite face, no insulation	2000		$1.45	$17,780.00
C1020	**Interior Doors**			**$0.29**	**$3,616.53**
C10201022600	Door, single leaf, kd steel frame, hollow metal, commercial quality, flush, 3'-0" x 7'-0" x 1-3/8"	2.46		$0.29	$3,616.53
C1030	**Fittings**			**$0.40**	**$4,914.09**
C10301100860	Toilet partitions, cubicless, floor mounted, headrail braced, plastic laminate	2.46		$0.29	$3,510.69
C10301101100	Entrance screens, floor mounted, 54" high, painted metal	1.23		$0.04	$530.39
C10301101300	Urinal screens, floor mounted, 24" wide, plastic laminate	1.84		$0.07	$873.01
C3010	**Wall Finishes**			**$0.26**	**$3,200.00**
C30102300080	Painting, interior on plaster and drywall, brushwork, primer & 2 coats	2000		$0.26	$3,200.00

D	**Services**		**45.17%**	**$55.04**	**$676,734.90**
D2010	**Plumbing Fixtures**			**$2.32**	**$28,466.03**
D20101102000	Water closet, vitreous china, tank type, 2 piece close coupled	4.18		$0.64	$7,872.30
D20102102040	Urinal, vitreous china, stall type	1.05		$0.29	$3,586.70
D20103102080	Lavatory w/trim, wall hung, PE on CI, 19" x 17"	4.18		$0.63	$7,802.99
D20104404340	Service sink w/trim, PE on CI,wall hung w/rim guard, 24" x 20"	1.05		$0.51	$6,294.12
D20108201920	Water cooler, electric, wall hung, wheelchair type, 7.5 GPH	1.05		$0.24	$2,909.92
D2020	**Domestic Water Distribution**			**$3.40**	**$41,815.96**
D20202502260	Gas fired water heater, commercial, 100< F rise, 600 MBH input, 576 GPH	1.05		$3.40	$41,815.96
D2040	**Rain Water Drainage**			**$1.77**	**$21,762.58**
D20402104280	Roof drain, CI, soil,single hub, 5" diam, 10' high	4.92		$1.32	$16,232.11
D20402104320	Roof drain, CI, soil,single hub, 5" diam, for each additional foot add	68.85		$0.45	$5,530.47
D3030	**Cooling Generating Systems**			**$5.33**	**$65,571.75**
D30302141200	Heating/cooling system , gas fired forced air, one zone, SEER 14, 1200 SF	5		$5.33	$65,571.75
D4010	**Sprinklers**			**$11.15**	**$137,038.10**
D40103701580	Deluge sprinkler systems, steel, extra hazard, 1 floor, 10,000 SF	12295		$11.15	$137,038.10
D4020	**Standpipes**			**$13.18**	**$162,100.38**
D40203101580	Wet standpipe risers, class III, steel, black, sch 40, 6" diam pipe, 1 floor	2		$4.03	$49,489.20
D40203101600	Wet standpipe risers, class III, steel, black, sch 40, 6" diam pipe, additional floors	2.8		$1.51	$18,524.38
D40204103650	Fire pump, electric, with controller, 5" pump, 100 HP, 1000 GPM	2		$7.65	$94,086.80
D5010	**Electrical Service/Distribution**			**$1.38**	**$16,966.64**
D50101200280	Overhead service installation, includes breakers, metering, 20' conduit & wire, 3 phase, 4 wire, 120/208 V, 200 A	0.77		$0.25	$3,032.85
D50102300280	Feeder installation 600 V, including RGS conduit and XHHW wire, 200 A	61.48		$0.32	$3,941.78
D50102400200	Switchgear installation, incl switchboard, panels & circuit breaker, 120/208 V, 3 phase, 400 A	0.61		$0.81	$9,992.01
D5020	**Lighting and Branch Wiring**			**$14.82**	**$182,198.50**
D50201100320	Receptacles incl plate, box, conduit, wire, 4 per 1000 SF, .5 W per SF, with transformer	12295		$3.35	$41,200.55
D50201350200	Miscellaneous power, to .5 watts	12295		$0.21	$2,633.71
D50202260680	HID fixture, 16' above work plane, 3 watt/SF, type G, 157 FC, 3 fixtures per 1000 SF	12295		$11.25	$138,364.24
D5030	**Communications and Security**			**$1.69**	**$20,814.96**
D50309100452	Communication and alarm systems, fire detection, addressable, 25 detectors, includes outlets, boxes, conduit and wire	0.61		$1.36	$16,681.73
D50309100460	Fire alarm command center, addressable without voice, excl. wire & conduit	1		$0.34	$4,133.23
E	**Equipment & Furnishings**		**0.00%**	**$0.00**	**$0.00**
E1090	**Other Equipment**			**$0.00**	**$0.00**
F	**Special Construction**		**0.00%**	**$0.00**	**$0.00**
G	**Building Sitework**		**0.00%**	**$0.00**	**$0.00**

SubTotal	**100%**	**$121.85**	**$1,498,118.89**
Contractor Fees (General Conditions,Overhead,Profit)	**15.0%**	**$18.28**	**$224,717.83**
Architectural Fees	**0.0%**	**$0.00**	**$0.00**
User Fees	**0.0%**	**$0.00**	**$0.00**
Total Building Cost		**$140.12**	**$1,722,836.72**

Willis Trucking Redevelopment TIF District

Code Deficiency Cost Report

Parcel A - 21601 John Deere Lane, Rogers, Minnesota 55374
Parcel ID 2312023240046

Building Name or Type
Willis Trucking Building

Code Related Cost Items	Unit Cost	Units	Unit Quantity	Total
Accessibility Items				
Parking				
Create a code required accessible parking area	$ 100.00	Lump	1	$ 100.00
Accessible Route				
Create a code required accessible route into the buillding	$ 2,500.00	Lump	1	$ 2,500.00
Restrooms				
Modify restrooms to comply with code	$ 0.25	SF	12,295	$ 3,073.75
Drinking Fountain				
Install a code required drinking fountain	$ 0.24	SF	12,295	$ 2,950.80
Staff Breakroom				
Modify staff breakroom to comply with code	$ 1,000.00	Lump	1	$ 1,000.00
Structural Elements				
No deficiencies observed				$ -
Exiting				
Thresholds				
Modify thresholds to comply with code for maximum height	$ 500.00	Lump	1	$ 500.00
Flooring Materials				
Repair/replace damaged flooring materials to create a code required unimpeded means for emergency egress	$ 0.35	SF	12,295	$ 4,303.25
Door Hardware				
Install code compliant door hardware	$ 250.00	EA	20	$ 5,000.00
Stairs				
Modify stairs to comply with code	$15,000.00	Lump	1	$ 15,000.00
Emergency Notification System				
Install a code required emergency notification system	$ 0.34	SF	12,295	$ 4,180.30
Sidewalks				
Repair damaged sidewalks to create a code required unimpeded means for emergency egress	$ 10.00	SF	500	$ 5,000.00
Emergency Lighting System				
Install a code required emergency lighting system	$ 1.25	SF	12,295	$ 15,368.75
Dutch Door				
Modify Dutch Door to comply with code	$ 500.00	Lump	1	$ 500.00
Lock Out Tag Out Program				
Create a code required LOTO program for the sump pit	$ 150.00	Lump	1	$ 150.00

Code Related Cost Items	Unit Cost	Units	Unit Quantity	Total
Fire Protection				
Smoke Detectors				
Install code required smoke detectors	$ 1.36	SF	12,295	$ 16,721.20
Fire Caulking				
Install code required fire caulking	$ 0.15	SF	12,295	$ 1,844.25
Building Sprinkler System				
Install a code required building sprinkler system	$ 24.33	SF	12,295	$ 299,137.35
Exterior Construction				
Windows				
Replace failed windows to prevent water intrusion per code	$ 2.14	SF	12,295	$ 26,311.30
Exterior Caulking				
Replace failed exterior caulking to prevent water intrusion per code	$ 0.05	SF	12,295	$ 614.75
Brick Mortar				
Replace failed brick mortar to prevent water intrusion per code	$ 6.00	SF	1,000	$ 6,000.00
Metal Siding				
Repair damaged metal siding to prevent water intrusion per code	$ 1,000.00	Lump	1	$ 1,000.00
Roof Construction				
Roofing Materials				
Replace failed roofing materials over office area to prevent water intrusion per code	$ 14.37	SF	2,000	$ 28,740.00
Mechanical - Electrical				
Mechanical				
Install a code compliant HVAC system	$ 5.33	SF	12,295	$ 65,532.35
Electrical				
Install a code compliant electrical wiring system	$ 3.35	SF	12,295	$ 41,188.25
Install a code compliant lighting system	$ 11.25	SF	12,295	$ 138,318.75
			Total Code Improvements	$ 685,035

Willis Trucking Redevelopment TIF District | Parcel A

20250715_000001.jpg

20250715_094556.jpg

20250715_094614.jpg

20250715_094729.jpg

20250715_094749.jpg

20250715_094752.jpg

20250715_094754.jpg

20250715_094755.jpg

20250715_094759.jpg

20250715_094809.jpg

20250715_094815.jpg

20250715_094817.jpg

Willis Trucking Redevelopment TIF District | Parcel A

20250715_094819.jpg

20250715_094824.jpg

20250715_094828.jpg

20250715_094839.jpg

20250715_094840.jpg

20250715_094843.jpg

20250715_094901.jpg

20250715_094903.jpg

20250715_094905.jpg

20250715_094916.jpg

20250715_094918.jpg

20250715_094930.jpg

Willis Trucking Redevelopment TIF District | Parcel A

20250715_094937.jpg

20250715_094938.jpg

20250715_094944.jpg

20250715_095003.jpg

20250715_095005.jpg

20250715_095021.jpg

20250715_095138.jpg

20250715_095156.jpg

20250715_095206.jpg

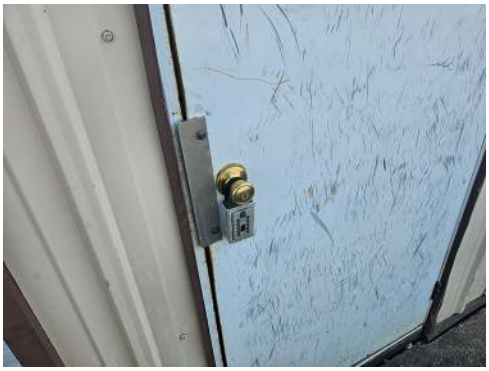
20250715_095208.jpg

20250715_095215.jpg

20250715_095221.jpg

Willis Trucking Redevelopment TIF District | Parcel A

20250715_095237.jpg



20250715_095246.jpg

20250715_095257.jpg

20250715_095302.jpg

20250715_095314.jpg

20250715_095316.jpg

20250715_100807.jpg

20250715_100813.jpg

20250715_100819.jpg

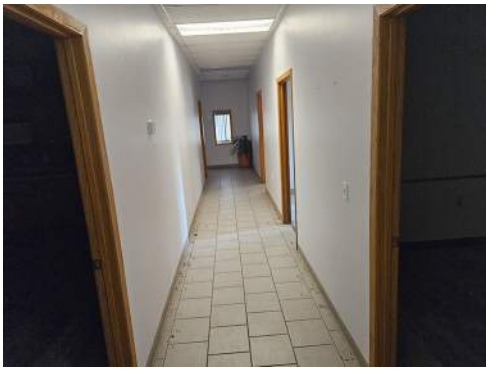
20250715_100826.jpg

20250715_100843.jpg

20250715_100854.jpg

Willis Trucking Redevelopment TIF District | Parcel A

20250715_100909.jpg



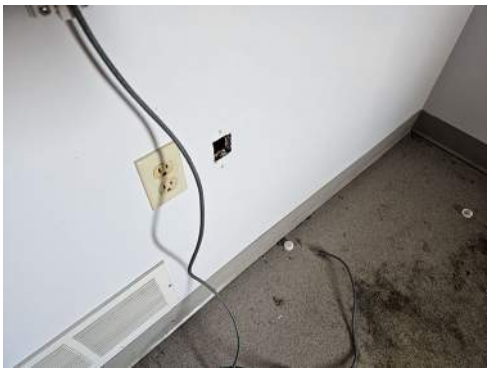
20250715_100915.jpg

20250715_100929.jpg

20250715_100938.jpg

20250715_100954.jpg

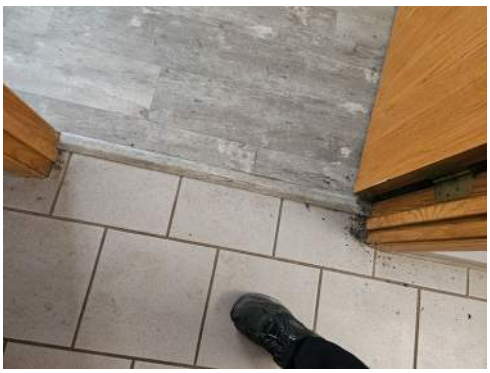
20250715_101007.jpg



20250715_101022.jpg

20250715_101029.jpg

20250715_101033.jpg



20250715_101043.jpg

20250715_101047.jpg

20250715_101049.jpg

Willis Trucking Redevelopment TIF District | Parcel A

20250715_101054.jpg

20250715_101100.gif

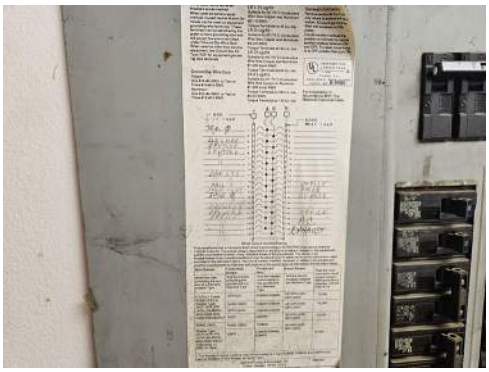
20250715_101102.jpg

20250715_101118.jpg

20250715_101125.jpg

20250715_101127.jpg

20250715_101135.jpg



20250715_101210.jpg

20250715_101216.jpg

20250715_101218.jpg

20250715_101232.jpg

20250715_101239.jpg

Willis Trucking Redevelopment TIF District | Parcel A

20250715_101250.jpg

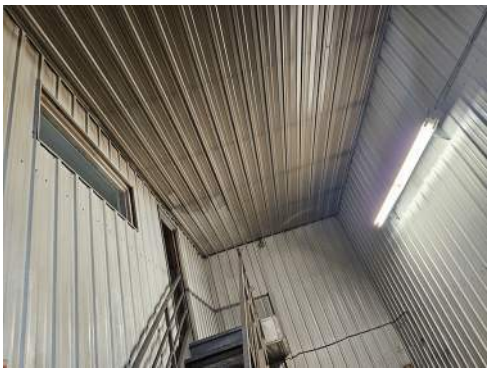
20250715_101257.jpg

20250715_101326.jpg

20250715_101328.jpg

20250715_101332.jpg

20250715_101342.jpg



20250715_101344.jpg

20250715_101355.jpg

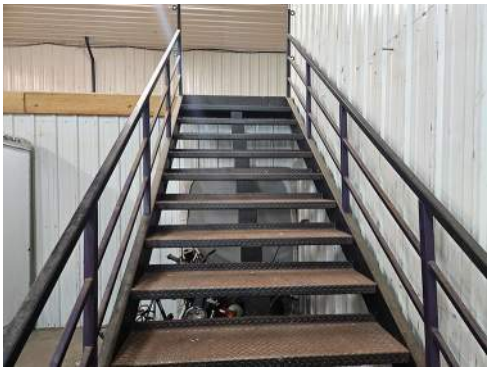
20250715_101405.jpg

20250715_101407.jpg

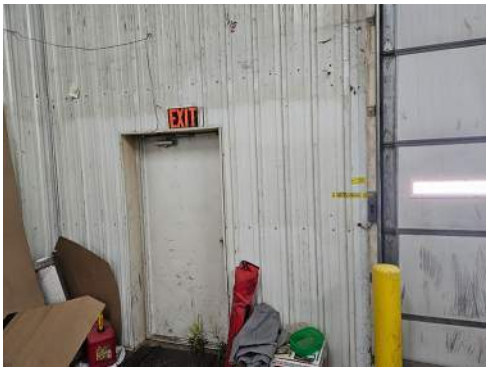
20250715_101414.jpg

20250715_101442.jpg

Willis Trucking Redevelopment TIF District | Parcel A



20250715_101454.jpg



20250715_101514.jpg

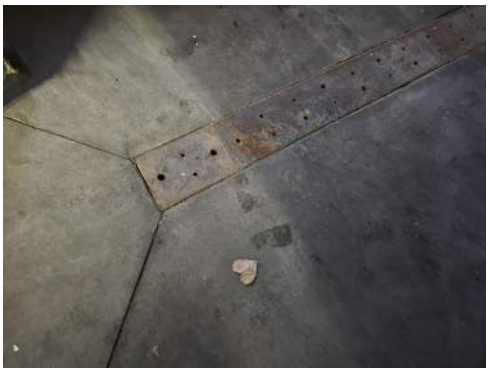
20250715_101516.jpg

20250715_101544.jpg

20250715_101545.jpg

20250715_101547.jpg

20250715_101557.jpg



20250715_101605.jpg

20250715_101611.jpg

20250715_101625.jpg

20250715_101655.jpg

20250715_101730.jpg

Prepared by:

701 Washington Avenue North, Suite 200, Minneapolis, MN 55401

LHBcorp.com

LHB Project No. 250452.00

TIF ASSISTANCE AGREEMENT

BETWEEN

CITY OF ROGERS, MINNESOTA

AND

[EBERT/BADER]

TABLE OF CONTENTS

Page

ARTICLE I DEFINITIONS 2
Section 1.1. Definitions 2
ARTICLE II REPRESENTATIONS AND WARRANTIES 5
Section 2.1. Representations and Warranties of the City 5
Section 2.2. Representations and Warranties of the Developer 5
ARTICLE III UNDERTAKINGS BY DEVELOPER AND CITY 7
Section 3.1. Total Development Costs and Public Costs. 7
Section 3.2. TIF Note. 7
Section 3.3. Developer to Pay City's Fees and Expenses 9
Section 3.4. Compliance with Environmental Requirements. 10
Section 3.5. Construction Plans. 10
Section 3.6. Commencement and Completion of Construction. 11
Section 3.7. Certificate of Completion 11
Section 3.8. Encumbrance of the Development Property 12
Section 3.9. Business Subsidy Act 12
Section 3.10. Right to Collect Delinquent Taxes 12
Section 3.11. Insurance 13
Section 3.12. Review of Taxes. 13
Section 3.13. TIF Lookback 13
Section 3.14. Execution of Assessment Agreement. 17
ARTICLE IV EVENTS OF DEFAULT 18
Section 4.1. Events of Default Defined 18
Section 4.2. Remedies on Default 18
Section 4.3. No Remedy Exclusive 19
Section 4.4. No Implied Waiver 19
Section 4.5. Indemnification of City. 19
Section 4.6. Reimbursement of Attorneys' Fees. 20
ARTICLE V ADDITIONAL PROVISIONS 21
Section 5.1. Restrictions on Use 21
Section 5.2. Reports. 21
Section 5.3. Limitations on Transfer and Assignment. 21
Section 5.4. Conflicts of Interest. 22
Section 5.5. Titles of Articles and Sections 22
Section 5.6. Notices and Demands 22
Section 5.7. No Additional Waiver Implied by One Waiver 23
Section 5.8. Counterparts. 23
Section 5.9. Law Governing 23
Section 5.10. Term; Termination 23
Section 5.11. Provisions Surviving Rescission, Expiration or Termination 23
Section 5.12. Superseding Effect. 23
Section 5.13. Relationship of Parties. 23

Section 5.14. Venue 23
Section 5.15. Interpretation; Concurrence 24
EXHIBIT A DESCRIPTION OF TIF DISTRICT A-1
EXHIBIT B LEGAL DESCRIPTION OF DEVELOPMENT PROPERTY B-1
EXHIBIT C PUBLIC DEVELOPMENT COSTS C-1
EXHIBIT D FORM OF TAXABLE TIF NOTE D-1
EXHIBIT E CERTIFICATE OF COMPLETION OF PROJECT E-1
EXHIBIT F PROJECT SOURCES AND USES F-1
EXHIBIT G FORM OF ASSESSMENT AGREEMENT G-1
EXHIBIT H LOOKBACK PROFORMA AND SAMPLE CALCULATION H-1

TIF ASSISTANCE AGREEMENT

THIS AGREEMENT, made as of the ____ day of _____, 2026, by and between the City of Rogers, Minnesota (the "City"), a municipal corporation and political subdivision under the laws of the State of Minnesota, [Ebert/Bader], a [Minnesota] [limited liability company] (the "Developer"),

WITNESSETH:

WHEREAS, pursuant to Minnesota Statutes, Section 469.124 through 469.134, as amended (the "Municipal Development Act"), the City has undertaken a program to promote the development and redevelopment of land which is underutilized or characterized by blight within the City, and in connection therewith created the Municipal Development District No. 1 (the "Development District") and adopted a Development Program therefor (the "Development Program"); and

WHEREAS, pursuant to the provisions of Minnesota Statutes, Section 469.174 through 469.1794, as amended, (the "TIF Act"), the City has created, within the Development District, Tax Increment Financing District No. 19 (a redevelopment district), qualified as a redevelopment tax increment financing district (the "TIF District"), the legal description of which is attached hereto as **Exhibit A**, and has adopted a tax increment financing plan therefor approved by the City Council of the City on March 10, 2026 (the "TIF Plan"), which provides for the use of tax increment financing in connection with certain development within the Development District and TIF District; and

WHEREAS, the Developer proposes to acquire certain property, demolish existing blighted buildings thereon, and construct a 3-story, class A market rate apartment building with approximately 181 rental housing units, approximately 196 underground parking stalls, and approximately 172 surface parking stalls on the Development Property, with related infrastructure, all as shown on the Site Plan, in the TIF District (the "Development"); and

WHEREAS, the Developer has requested that the City use tax increment financing to assist the Developer with certain costs thereof in order to fill the gap between the Total Development Costs (as hereinafter defined) and the funds available to pay such costs;

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions. All capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Administrative Costs has the meaning set forth in Section 3.3;

Agreement means this TIF Assistance Agreement, as the same may be from time to time modified, amended or supplemented;

Architect means _____, as the architecture firm retained by Developer as the architect for the Project;

Assessment Agreement means the agreement, in substantially the form of the agreement contained in **Exhibit G** attached hereto and made a part of this Agreement, between the Developer and the City and including the attached certification by the assessor for the County, entered into pursuant to Article III of this Agreement;

Assessor's Minimum Market Value means the agreed minimum market value of the Development Property for calculation of real property taxes as determined by the assessor for the County as of January 2, 2028 and as further set forth in the Assessment Agreement;

Business Day means any day except a Saturday, Sunday or a legal holiday or a day on which banking institutions in the City are authorized by law or executive order to close;

Business Subsidy Act means Minnesota Statutes, Sections 116J.993 to 116J.995, as amended;

Certificate of Completion means a Certificate of Completion with respect to the Project executed by the City pursuant to Section 3.7;

City means the City of Rogers, Minnesota;

Completion Date means the date on which the Certificate of Completion with respect to the Project is executed by the City pursuant to Section 3.7;

Construction Costs means the capital costs of the construction of the Project, including the costs of labor and materials; construction management and supervision expenses; insurance and payment or performance bond premiums; architectural and engineering fees and expenses; property taxes; usual and customary fees or costs payable to the City or any other public body with regulatory authority over construction of the Project (e.g. building permits and inspection fees); the developer fee; and all other costs chargeable to the capital account of the Project under generally accepted accounting principles;

Construction Documents means the following documents, all of which shall be in form and substance reasonably acceptable to the City: (a) evidence satisfactory to the City showing that the

Project conforms to applicable zoning, subdivision and building code laws and ordinances, including a copy of the building permit for the Project; (b) a copy of the executed standard form of agreement between owner and architect for architectural services for the Project, if any; and (c) a copy of the executed General Contractor's contract for the Project, if any;

Construction Plans means the plans, specifications, drawings and related documents for the construction of the Project, which shall be as detailed as the plans, specifications, drawings and related documents which are submitted to the building inspector of the City;

County means Hennepin County, Minnesota;

Developer means [Ebert/Bader], a [Minnesota] [limited liability company], and its authorized successors and assigns;

Design Drawings means the floor plans, renderings, elevations and material specifications for the Project prepared by the Architect;

Development Property means the real property located at 21601 John Deere Lane in the City legally described in **Exhibit B** attached to this Agreement;

Event of Default means any of the events described in Section 4.1 hereof;

Final Payment Date means the earliest of (i) the date on which the entire principal and accrued interest on the TIF Note have been paid in full; or (ii) February 1, 2054; or (iii) any earlier date this Agreement or the TIF Note is terminated or cancelled in accordance with the terms hereof or deemed paid in full; or (iv) the February 1 following the date the TIF District is terminated in accordance with the TIF Act;

General Contractor means _____, a _____, as the general contractor for the Project;

Payment Date means August 1, 2028 and each February 1 and August 1 thereafter to and including the Final Payment Date; provided, that if any such Payment Date should not be a Business Day, the Payment Date shall be the next succeeding Business Day;

Pledged Tax Increments means for any six month period, 80% of the Tax Increments received by the City since the previous Payment Date;

Project means the demolition of the existing blighted buildings in the TIF District, and construction of a 3-story, class A market rate apartment building with approximately 181 rental housing units, approximately 196 underground parking stalls, and approximately 172 surface parking stalls on the Development Property;

Public Development Costs means the costs of the Project identified on **Exhibit C** attached hereto and any other cost incurred by the Developer, or its assigns, that the City determines is eligible for reimbursement with Pledged Tax Increments;

Reimbursement Amount means the lesser of (i) $7,620,000, or (ii) the Public Development Costs actually incurred and paid by the Developer, or (iii) the amount determined pursuant to Section 3.2(11);

Site Plan means the site plan prepared for the TIF District approved by the City;

State means the State of Minnesota;

Tax Increments means the tax increments derived from the Development Property and the improvements thereon which have been received and are permitted to be retained by the City in accordance with the TIF Act including, without limitation, Minnesota Statutes, Section 469.177; 469.176, Subd. 4h; and 469.175, Subd. 1a, as the same may be amended from time to time;

Termination Date means the Final Payment Date;

TIF Act means Minnesota Statutes, Sections 469.174 through 469.1794, as amended;

TIF District means Tax Increment Financing District No. 19 (a redevelopment district) consisting of the property legally described in **Exhibit A** attached hereto, which was established as a redevelopment district under the TIF Act;

TIF Note means the Taxable Tax Increment Revenue Note (Willis Trucking Redevelopment Project) to be executed by the City and delivered to the Developer pursuant to Article III hereof, a form of which is attached hereto as **Exhibit D**;

TIF Plan means the tax increment financing plan approved for the TIF District;

Total Development Costs means all Construction Costs and any other costs of the development of the Project to be incurred by the Developer as set forth in **Exhibit F**; and

Unavoidable Delays means delays, outside the control of the party claiming their occurrence, which are the direct result of strikes, lockouts or other labor troubles, prolonged adverse weather or acts of God, fire or other casualty to the Project, litigation commenced by third parties which, by injunction or other similar judicial action, directly results in delays, acts of any federal, state or local governmental unit (other than the City in exercising its rights under this Agreement) which directly result in delays, war, invasion, rebellion, revolution, insurrection, riots or civil war, or unavailability or shortage of supply of construction materials or construction labor, other than by reason of non-payment of costs of the same.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of the City. The City makes the following representations and warranties:

(1) The City is a municipal corporation and political subdivision duly organized and existing under the Constitution and laws of the State of Minnesota and has the power to enter into this Agreement and carry out its obligations hereunder.

(2) The City has taken the actions necessary to establish the TIF District as a "redevelopment district" within the meaning of Minnesota Statutes, Section 469.174, Subdivision 10.

(3) The development contemplated by this Agreement is in conformance with the development objectives set forth in the Development Program and the TIF Plan.

(4) The City makes no representation or warranty, either express or implied, as to the Development Property or its condition, or that the Development Property will be suitable for the Developer's purposes or needs.

Section 2.2. Representations and Warranties of the Developer. The Developer makes the following representations and warranties:

(1) The Developer is a [Minnesota] [limited liability company] duly and validly organized and existing in good standing under the laws of the State, and has power and authority to enter into this Agreement and to perform its obligations hereunder and is not in violation of any provision of the laws of the State.

(2) The construction of the Project would not be undertaken by the Developer, and in the opinion of the Developer would not be economically feasible within the reasonably foreseeable future, without the assistance and benefit to the Developer provided for in this Agreement.

(3) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in a breach of, the terms, conditions or provision of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(4) The Developer understands that the City may subsidize or encourage the development of other developments in the City, including properties that compete with the Project, and that such subsidies may be more favorable than the terms of this Agreement, and that the City has informed the Developer that development of the Development Property will not be favored over the development of other properties.

(5) To the Developer's knowledge, no member of the City Council, or other officer of the City, has either a direct or indirect financial interest in this Agreement, nor will any member of the City Council, or other officer of the City, benefit financially from this Agreement within the meaning of Minnesota Statutes, Sections 412.311 and 471.87.

ARTICLE III

UNDERTAKINGS BY DEVELOPER AND CITY

Section 3.1. Total Development Costs and Public Costs.

(1) Based on the Developer's representation that the Total Development Costs for the Project are approximately $_____, that the sources of revenue available to pay such costs, excluding the tax increment assistance contemplated herein, do not exceed $_____, and that the Developer is unable to obtain additional private financing or investment for the estimated Total Development Costs, the City has agreed to provide tax increment financing subject to the terms and conditions as hereinafter set forth.

(2) The parties agree that the Public Development Costs to be incurred by the Developer are essential to the successful completion of the Project. The Developer anticipates that the Public Development Costs for the Project which are identified on **Exhibit C** attached hereto will be at least $7,620,000.

(3) As of January 2, 2028, for taxes payable in 2029, the estimated market value of the Development Property, as improved, is expected to be approximately $43,440,000. The assessed value of the Development Property for all other years shall be at least the amount listed in the Minimum Assessment Agreement, which is attached hereto as **Exhibit G**.

(4) The Developer has acquired or will acquire fee title to the Development Property, and will cause the Project to be constructed in accordance with the terms of this Agreement, and all local, state and federal laws and regulations including, but not limited to, environmental, zoning, energy conservation, building code and public health laws and regulations.

(5) The Developer shall, in a timely manner, comply with all requirements necessary to obtain, or cause to be obtained, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations which must be obtained or met for the construction and operation of the Project.

(6) The Total Development Costs shall be paid by the Developer, and the City shall reimburse the Developer for the Public Development Costs in the Reimbursement Amount solely through the issuance of the TIF Note as provided herein.

Section 3.2. TIF Note.

(1) The TIF Note will be originally issued to the Developer, as provided in Section 3.2(2), in a principal amount equal to the Reimbursement Amount, and shall be dated as of its date of issuance. The principal of the TIF Note and interest thereon shall be payable on a pay-as-you-go basis solely from the Pledged Tax Increments as provided below.

(2) The TIF Note shall be issued, in substantially the form attached hereto as **Exhibit D** and interest will commence to accrue on the TIF Note only when: (A) the Developer shall have submitted paid invoices or other written proof and documentation as may be reasonably satisfactory to the City of the exact nature and amount of the Public Development Costs incurred

by the Developer, together with such other information or documentation as may be reasonably necessary and satisfactory to the City to enable the City to substantiate the Developer's tax increment expenditures for Public Development Costs in accordance with **Exhibit C** and/or to comply with its tax increment reporting obligations to the Commissioner of Revenue, the Office of the State Auditor or other applicable official; (B) the Developer shall have obtained from the City a certificate of occupancy for all residential units in the Project and a Certificate of Completion as provided in this Agreement; (C) the Developer shall have paid all of the City's Administrative Costs required to have been paid as of such date in accordance with Section 3.3 hereof; (D) the Developer shall be in material compliance with each term or provision of this Agreement required to have been satisfied as of such date; (E) the City shall have received evidence that the Assessment Agreement has been recorded against the Development Property. The documentation provided in accordance with Section 3.2(2)(A) shall include specific invoices for the particular work from the contractor or other provider and shall include paid invoices, copies of remittances and/or other suitable documentary proofs of the Developer's payment thereof; and (F) the Developer shall have submitted the final sources and uses for the Project in accordance with Section 3.2(11) and the City shall have determined any adjustment to the Reimbursement Amount pursuant to Section 3.2(11).

(3) Subject to the provisions thereof, the TIF Note shall bear simple, non-compounding interest at the rate of 5.50% per annum. Interest shall be computed on the basis of a 360-day year consisting of twelve 30-day months. Principal and interest on the TIF Note will be payable on each Payment Date; however, the sole source of funds required to be used for payment of the City's obligations under this Section and correspondingly under the TIF Note shall be the Pledged Tax Increments received in the 6-month period preceding each Payment Date.

(4) On each Payment Date the Pledged Tax Increment shall be credited against the accrued interest then due on the TIF Note and then applied to reduce the principal. In the event the Pledged Tax Increments are not sufficient to pay the accrued interest, the unpaid accrued interest shall be carried forward without interest. All Tax Increments in excess of the Pledged Tax Increments necessary to pay the principal and accrued interest on the TIF Note are not subject to this Agreement, and the City retains full discretion as to any authorized application thereof. To the extent that the Pledged Tax Increments are insufficient through the Final Payment Date, to pay all amounts otherwise due on the TIF Note, said unpaid amounts shall then cease to be any debt or obligation of the City whatsoever.

(5) No interest will accrue during any period in which payments have been suspended pursuant to Section 4.2.

(6) Any interest accruing on Pledged Tax Increments held by the City pending payment to the Developer on the TIF Note shall accrue to the account of the TIF District.

(7) The TIF Note shall be a special and limited obligation of the City and not a general obligation of the City, and only Pledged Tax Increments shall be used to pay the principal of and interest on the TIF Note.

(8) The City's obligation to make payments on the TIF Note on any Payment Date is subject to adjustment as set forth in Section 3.2(11), 3.12(2), 3.13 and shall be conditioned upon

the requirement that (A) there shall not at that time be an Event of Default that has occurred and is continuing under this Agreement that has not been cured during the applicable cure period, (B) this Agreement shall not have been terminated pursuant to Section 4.2, and (C) all conditions set forth in Section 3.2(2) have been satisfied as of such date.

(9) The TIF Note shall be governed by and payable pursuant to the additional terms thereof, as actually executed, in substantially the form set forth in **Exhibit D**. In the event of any conflict between the terms of the TIF Note and the terms of this Section 3.2, the terms of the TIF Note shall govern. The issuance of the TIF Note is pursuant and subject to the terms of this Agreement.

(10) In accordance with Section 469.1763, Subdivision 3 of the TIF Act, the Public Development Costs to be reimbursed by the TIF Note must be incurred and paid within 5 years after the date of certification of the TIF District by the County. If such condition is not satisfied by such date, the City has no further obligations under this Section 3.2.

(11) The financial assistance to the Developer under this Agreement is based on certain assumptions regarding likely costs and expenses associated with constructing the Project as set forth in **Exhibit F** attached hereto. The City and Developer agree that the Developer's representations of the Total Development Costs will be reviewed at the time of completion of construction of the Project. Upon submitting the request for the Certificate of Completion under Section 3.7, the Developer shall submit the final sources and uses for the Project in the form set forth in **Exhibit F** based on actual Total Development Costs as incurred and documented. If the actual Total Development Costs at completion decrease by more than $500,000 below the Total Development Cost amount shown in **Exhibit F**, the Reimbursement Amount will be reduced by $0.50 per dollar of the decrease in the Total Development Costs which exceeds $500,000 and such reduction will be reflected in a reduced principal amount of the TIF Note.

Section 3.3. Developer to Pay City's Fees and Expenses. The Developer will pay all of the City's reasonable Administrative Costs (as defined below) and must pay such costs to the City within 30 days after receipt of a written invoice from the City describing the amount and nature of the costs to be reimbursed. For the purposes of this Agreement, the term "Administrative Costs" means out of pocket costs incurred by the City, including without limitation legal, financial advisor, and other consultant costs of the City, all attributable to or incurred in connection with the establishment of the TIF District and adoption of TIF Plan and the review, negotiation and preparation of this Agreement (together with any other agreements entered into between the parties hereto contemporaneously therewith) and the review and approvals of other documents and agreements in connection with the Project or in connection with any amendments to any of the foregoing. In addition, certain engineering, environmental advisor, legal, land use, zoning, subdivision and other costs related to the development of the Development Property are required to be paid, or additional funds deposited in escrow, as provided in accordance with the City's planning, zoning, and building fee schedules. The parties acknowledge that the Developer deposited with the City $10,000.00 toward payment of the City's Administrative Costs which has been fully applied to Administrative Costs. If such costs exceed such amount, then at any time, but not more often than monthly, the City will deliver written notice to Developer setting forth any additional fees and expenses, together with suitable billings, receipts or other evidence of the amount and nature of the fees and expenses, and Developer agrees to pay all fees and expenses

within 30 days of City's written request. Any unused amount of such deposit shall be returned to the Developer.

Section 3.4. Compliance with Environmental Requirements.

(1) The Developer shall comply with all applicable local, state, and federal environmental laws and regulations, and will obtain, and maintain compliance under, any and all necessary environmental permits, licenses, approvals or reviews.

(2) The City makes no warranties or representations regarding, nor does it indemnify the Developer with respect to, the existence or nonexistence on or in the vicinity of the Development Property or anywhere within the TIF District of any toxic or hazardous substances or wastes, pollutants or contaminants (including, without limitation, asbestos, urea formaldehyde, the group of organic compounds known as polychlorinated biphenyls, petroleum products including gasoline, fuel oil, crude oil and various constituents of such products, or any hazardous substance as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. §§ 961-9657, as amended) (collectively, the "Hazardous Substances").

(3) The Developer agrees to take all necessary action to remove or remediate any Hazardous Substances located on the Development Property to the extent required by and in accordance with all applicable local, state and federal environmental laws and regulations.

Section 3.5. Construction Plans.

(1) Prior to the commencement of construction of the Project, the Developer shall deliver to the City the Construction Plans, Construction Documents and a sworn construction cost statement certified by the Developer and the General Contractor (the "Sworn Construction Cost Statement") all in form and substance reasonably acceptable to the City. The Construction Plans for the Project shall be consistent with the Development Program, this Agreement, and all applicable State and local laws and regulations, and the Site Plan and Design Drawings submitted to the City and shall provide for design, quality, materials and building finishes of the finished Project to be substantially similar to those which were presented to the City in connection with the Developer's request for tax increment financing assistance. The City Administrator, or designee, on behalf of the City shall promptly review any Construction Plans upon submission and deliver to the Developer a written statement approving the Construction Plans or a written statement rejecting the Construction Plans and specifying the deficiencies in the Construction Plans. The City Administrator, or designee, on behalf of the City will approve the Construction Plans for purposes of this Agreement only if: (i) the Construction Plans substantially conform to the terms and conditions of this Agreement; (ii) the Construction Plans are consistent with the goals and objectives of the Development Program and the TIF Plan; (iii) the Construction Plans comply with the Site Plan and Design Drawings; (iv) the Construction Plans do not violate any applicable federal, State or local laws, ordinances, rules or regulations; and (v) the Construction Plans provided to the City are complete and final and meet all requirements necessary for the City to issue a building permit. If the Construction Plans are not approved by the City, then the Developer shall make such changes as the City may reasonably require and resubmit the Construction Plans

to the City for approval as provided herein with respect to the original plans, which will not be unreasonably withheld, conditioned or delayed.

(2) No changes shall be made to the Construction Plans for the Project without the City's prior written approval, unless the aggregate of such changes does not increase or decrease the Total Development Costs by more than 10%. No changes which materially alter (a) the Project's site plan, (b) exterior appearance, (c) construction quality, or (d) exterior materials included in the final Design Drawings and Construction Plans shall be made without the City's prior written consent. The approval of the City will not be unreasonably withheld, conditioned or delayed.

(3) The approval of the Construction Plans, or any proposed amendment to the Construction Plans, by the City does not constitute a representation or warranty by the City that the Construction Plans or the Project comply with any applicable building code, health or safety regulation, zoning regulation, environmental law or other law or regulation, or that the Project will meet the qualifications for issuance of a certificate of occupancy, or that the Project will meet the requirements of the Developer or any other users of the Project. Approval of the Construction Plans, or any proposed amendment to the Construction Plans, by the City will not constitute a waiver of an Event of Default or of any State or City building or other code requirements that may apply. Nothing in this Agreement shall be construed to relieve the Developer of its obligations to receive any required approval of the Construction Plans from any City department and does not relieve the Developer of the obligation to comply with applicable federal, State and local laws, ordinances, rules and regulations, or to construct the Project in accordance therewith.

Section 3.6. Commencement and Completion of Construction. Subject to the terms and conditions of this Agreement and to Unavoidable Delays, the Developer will commence construction of the Project by August 1, 2026, and shall substantially complete the Project by February 28, 2028. Notwithstanding the foregoing, failure of the Developer to commence construction or substantially complete the Project shall not be an Event of Default hereunder unless the Developer fails to commence construction of the Project by December 31, 2026 or the Developer fails to obtain a certificate of occupancy for the Project by June 30, 2028. The Project will be constructed by the Developer on the Development Property in conformity with the Construction Plans approved by the City. Prior to completion, upon the request of the City, and subject to applicable safety rules, the Developer will provide the City reasonable access to the Development Property. "Reasonable access" means at least one site inspection per week during regular business hours. During construction, marketing and rentals of the Project, the Developer will deliver progress reports to the City from time to time as reasonably requested by the City.

Section 3.7. Certificate of Completion. The Developer shall notify the City in writing when construction of the Project has been substantially completed (the "Completion Notice"). The City shall conduct any inspections of the Project it deems necessary in order to determine whether the Project has been constructed in substantial conformity with the approved Construction Plans and this Agreement. If the City determines that the Project has not been constructed in substantial conformity with the approved Construction Plans and this Agreement, the City shall deliver a written statement to the Developer within 60 days of the Completion Notice indicating in adequate detail the specific respects in which the Project has not been constructed in substantial conformity with the approved Construction Plans and this Agreement and Developer shall have a reasonable

period of time to remedy such deficiencies. The City shall re-inspect the Project within a reasonable period of time after receiving notice that such deficiencies have been remedied in order to determine whether the Project has been constructed in substantial conformity with the approved Construction Plans and this Agreement. Within a reasonable period of time after determining that the Project has been constructed in substantial conformity with the approved Construction Plans and this Agreement, but in no event more than 60 days, the City will furnish to the Developer a Certificate of Completion substantially in the form attached hereto as **Exhibit E** certifying the completion of the Project. The Certificate of Completion issued for the Project shall conclusively satisfy and terminate the agreements and covenants of the Developer in this Agreement solely with respect to construction of the Project. The Certificate of Completion does not release (i) any other obligations of the Developer under this Agreement, or (ii) the obligations of the Developer under the Minimum Assessment Agreement. The issuance of a Certificate of Completion under this Agreement shall not be construed to relieve the Developer of any approval required by any City department in connection with the construction, completion or occupancy of the Project nor shall it relieve the Developer of any other obligations under this Agreement.

Section 3.8. Encumbrance of the Development Property. Until the Final Payment Date, without the prior written consent of the City, neither the Developer nor any successor in interest to the Developer will engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon the Development Property, or portion thereof, whether by express agreement or operation of law, or suffer any encumbrance or lien to be made on or attach to the Development Property except for the purpose of obtaining funds only to the extent necessary to finance or refinance the costs of the acquisition and construction and construction of the Project (including, but not limited to, land and building acquisition, labor and materials, professional fees, development fees, real estate taxes, reasonably required reserves, construction interest, organization and other direct and indirect costs of development and financing, costs of constructing the Project, and an allowance for contingencies) including without limitation regulatory agreements and land use restriction agreements in connection with such financings; provided, however, this provision shall not be considered a waiver of the requirements of Section 5.3 with respect to any Transfer of the TIF Note in connection with any such financing or refinancing nor shall anything contained in this Section prohibit the Developer from making transfers in accordance with Section 5.3. The City hereby consents to any mortgages securing the Developer's financing or refinancing of the costs of the acquisition and construction of the Project and to the succession of the mortgagee thereunder (or any assignee of the mortgagee) or any purchasers at or after foreclosure thereof, by the successful bidder at the sale, to title to the Development Property; provided, however, this provision shall not be considered a waiver of the requirements of Section 5.3 with respect to any Transfer of the TIF Note in connection with any such mortgage.

Section 3.9. Business Subsidy Act. The assistance to be provided under this Agreement is financial assistance for housing, and therefore the provisions of the Business Subsidy Act do not apply.

Section 3.10. Right to Collect Delinquent Taxes. The Developer acknowledges that the City is providing substantial aid and assistance in furtherance of the Project through reimbursement of Public Development Costs. To that end, the Developer agrees for itself, its successors and assigns, that in addition to the obligation pursuant to statute to pay real estate taxes, it is also obligated by reason of this Agreement, to pay before delinquency all real estate taxes assessed

against the Development Property and the Project. The Developer acknowledges that this obligation creates a contractual right on behalf of the City through the Termination Date to sue the Developer or its successors and assigns, to collect delinquent real estate taxes related to the Development Property and any penalty or interest thereon and to pay over the same as a tax payment to the county auditor. In any such suit in which the City is the prevailing party, the City shall also be entitled to recover its costs, expenses and reasonable attorney fees.

Section 3.11. Insurance. The Developer will provide and maintain or cause to be maintained at all times and, from time to time at the request of the City, furnish the City with proof of payment of premiums on insurance of amounts and coverages normally obtained for properties similar to the Project.

Section 3.12. Review of Taxes.

(1) The Developer agrees that prior to the Termination Date it will not cause a reduction in the real property taxes paid in respect of the Development Property through: (i) willful destruction of the Development Property or any part thereof; or (ii) willful refusal to reconstruct damaged or destroyed property. The Developer also agrees that it will not, prior to the Termination Date, apply for an exemption from or a deferral of property tax on the Development Property pursuant to any law, or transfer or permit transfer of the Development Property to any entity whose ownership or operation of the property would result in the Development Property being exempt from real property taxes under State law.

(2) The Developer shall notify the City within 10 days of filing any petition to seek reduction in market value or property taxes on any portion of the Development Property under any State law (referred to as a "Tax Appeal"). If as of any Payment Date, any Tax Appeal is then pending, the City will withhold the Pledged Tax Increment related to property taxes paid with respect to the market value of the Development Property being challenged as part of the Tax Appeal as determined by the City in its sole discretion. The City will apply any withheld amount to the extent not reduced as a result of the Tax Appeal promptly after the Tax Appeal is fully resolved and the amount of Pledged Tax Increment, as applicable, attributable to the disputed tax payments is finalized.

Section 3.13. TIF Lookback.

(1) *Generally*. The financial assistance to the Developer under this Agreement is based on certain assumptions regarding likely performance of the Project including operating revenues, expenses and development costs of constructing the Project. The City and the Developer agree that the actual financial performance of the Project will be reviewed at the times described in this Section, and that the amount of tax increment assistance provided under Section 3.2 will be adjusted accordingly. The City and the Developer further agree that the Developer has provided the City and its municipal advisor (the "Consultant") with the Pro Forma Financial Statement showing a target cumulative average Cash on Cash Return of 8.5% over the term of the TIF Note.

(2) *Definitions*. For the purposes of this Section, the following terms have the following meanings:

"Actual Equity" means the actual cash equity (which excludes any grants or City, Federal or State funds received by the Developer) invested by the Developer or any equity investor to pay a portion of the Total Development Costs of the Project and reported to stakeholders in the Project, including the lender (s) of the Project Financing, as adjusted at the time of any refinancing of the Project Financing prior to the Calculation Date.

"Affiliate" means a [corporation, partnership, joint venture, association, business trust or similar entity organized under the laws of the United States of America or a state thereof which is directly controlled by or under common control with the Developer or any other Affiliate. For purposes of this definition, control means the power to direct management and policies through the ownership of at least a majority of its voting securities, or the right to designate or elect at least a majority of the members of its governing body by contract or otherwise.]

"Amortization Schedule" the amortization schedule for the Project Financing in place as of the Calculation Date.

"Calculation Date" means 90 days after the earlier of (i) the date of Stabilization; or (ii) 3 years after the date of the Certificate of Completion for the Project.

"Cash on Cash Return" means the Net Annual Cashflow in each year through the Final Payment Date of the TIF Note divided by the Developer's Actual Equity, calculated as set forth in the sample lookback calculation attached as **Exhibit H**.

"Cash on Cash Average Annual Return" means the average of each annual Cash on Cash Return beginning on the Equity Contribution Date, calculated as set forth in the sample lookback calculation attached as **Exhibit H**.

"Debt Service" means principal and interest and any fund costs (net of any capitalized interest and interest reserves funded by Project Financing) actually paid on any Project Financing.

"Equity Contribution Date" means the date on which the full amount of the Actual Equity required by the lender(s) of the Project Financing is contributed for costs of the Project.

"Net Annual Cashflow" means annual Net Operating Income less the actual Debt Service prior to the Calculation Date, or the principal and interest on Project Financing as set forth in the Amortization Schedule for any date thereafter [and excluding proceeds, or the financial effect of the proceeds, from a sale or refinancing][**NTD needs further discussion**].

"Net Operating Income (NOI)" means total annual income and other project-derived annual revenue, including payments under the TIF Note, less Operating Expenses, which excludes Debt Service payments, all in accordance with the Pro Forma Financial Statement for the Project and as set forth in the internally audited and officer certified financial statements for the Project through the most recent audited fiscal year of the Project and as set forth in an unaudited financial statement for the Project through the

remaining period prior to the Calculation Date. For purposes of the Cash on Cash Average Annual Return calculation on the Calculation Date, (i) revenue shall be based upon 95% occupancy regardless of whether the average occupancy for the measured period is higher or lower than 95%, (ii) revenue for periods after the Calculation Date shall be inflated by 2% annually, and (iii) Operating Expenses for periods after the Calculation Date, shall be inflated by 2% annually.

"Operating Expenses" means reasonable and customary expenses actually incurred in operating the Project and any other expenses actually incurred by the Developer pursuant to its obligations under this Agreement, determined in the same manner as shown in the attached Pro Forma Financial Statement, which excludes Debt Service payments and expenses after Debt Service, and includes administrative, payroll, marketing, insurance, property management fees, utilities, maintenance, deposits to commercially reasonable capital replacement reserves and payment of real estate taxes, in accordance with the Pro Forma Financial Statement for the Project and as set forth in the internally audited and officer certified financial statements for the Project through the most recent audited fiscal year of the Project and as set forth in an unaudited financial statement for the Project through the remaining period prior to the Calculation Date, but subject to final review and acceptance by the Consultant.

"Pro Forma Financial Statement" means the cash flow pro forma model financial statement projecting future returns for the term of the TIF Note in the form attached to this Agreement as **Exhibit H** as updated on the Calculation Date based on actual financial information as set forth in the internally audited and officer certified financial statements for the Project through the most recent audited fiscal year of the Project and as set forth in an unaudited financial statement for the Project through the remaining period prior to the Calculation Date and, for periods after the Calculation Date, based on the following: (i) revenue shall be based upon 95% occupancy regardless of whether the average occupancy for the measured period is higher or lower than 95%, (ii) revenue shall be inflated by 2% annually, and (iii) Operating Expenses shall be inflated by 2% annually.

"Project Financing" means one or more loans for financing the Total Development Costs of the Project secured by a first lien mortgage on the Development Property or by a collateral assignment of the TIF Note.

"Stabilization" means the calendar month-end date on which the Project has first achieved an occupancy of 90% and for purposes of the Cash on Cash Return calculation, using actual financial information through such calendar month and assuming 95% occupancy thereafter notwithstanding actual occupancy rate as of such date for all years following the year of Stabilization.

"Total Development Costs" means the actual total expenditures to complete the Project inclusive of land and/or building acquisition, hard construction costs, soft costs, and financing costs as approved by Developer's senior construction debt lender, an estimate of which is attached as **Exhibit H**.

(3) *Lookback on Calculation Date*. On or before the Calculation Date, the Developer shall deliver to the City and Consultant, at a minimum: (i) the Developer's Pro Forma Financial Statement, as updated in accordance with the definition thereof, and showing Actual Equity, annual revenues, Operating Expenses, NOI, Project Financing Debt Service, and Net Annual Cashflow, and such other financial information as the Consultant shall reasonably require, (ii) the Developer's calculation of the cumulative Cash on Cash Return, and (iii) evidence, reasonably satisfactory to the EDA, of the Debt Service with respect to the Project Financing.

(4) The Cash on Cash Average Annual Return shall be calculated by the Consultant based on the financial statements submitted to the City pursuant to clause (c) above, (in the manner the Consultant determines in its sole discretion is consistent with the sample lookback calculation attached as **Exhibit H**). The Consultant's sole discretion shall not extend to manifest error.

(5) If the Cash on Cash Average Annual Return over the term of the TIF Note, as calculated in clause (d), does not exceed 8.5%, the TIF Note will not be revised under this Section on such Calculation Date.

(6) If the Cash on Cash Average Annual Return over the term of the TIF Note, as calculated in clause (4), Cash on Cash Average Annual Return exceeds 8.5%, then the principal balance of the TIF Note will be reduced as determined by the Consultant below:

(a) First, by determining the period over which the TIF Note needs to be outstanding to achieve an 8.5% Cash on Cash Average Annual Return over the term of the TIF Note based on the Consultant's calculation of the Cash on Cash Average Annual Return.

(b) Second, by determining the present value of actual or projected (with respect to future payments) TIF Note payments over the life of the TIF Note through the year determined in clause (i) using the interest rate on the TIF Note as the present value discount rate.

(c) Third, by determining the amount equal to 50% of the difference between the original principal amount of the TIF Note and the present value number calculated in clause (b).

(d) Finally, the new principal amount of the TIF Note will be determined by subtracting the amount determined in clause (iii) from the then-current principal balance of the TIF Note (the "Revised TIF Note Principal Amount") but not below $0.00.

Such Revised TIF Note Principal Amount will be effective upon delivery to the Developer of a written notice stating the Revised TIF Note Principal Amount as determined by the Consultant in accordance with this Section, accompanied by the Consultant's report. The Developer shall, thereupon, deliver the TIF Note in exchange for a new TIF Note in the Revised TIF Note Principal Amount.

Section 3.14. Execution of Assessment Agreement.

(1) The Developer and the City shall execute the Assessment Agreement relating to the Project pursuant to the provisions of Minnesota Statutes, Section 469.177, Subdivision 8, specifying the Assessor's Minimum Market Value for calculation of real property taxes. Specifically, the Developer shall agree to a market value in the amount of $43,440,000 as of January 2, 2028. Nothing in the Assessment Agreement or this Agreement limits the discretion of the assessor for the County to assign a market value to the property in excess of such Assessor's Minimum Market Value nor prohibits the Developer from seeking, through the exercise of legal or administrative remedies, a reduction in such market value for property tax purposes, provided however, the Developer shall not seek a reduction of such market value below the Assessor's Minimum Market Value for any year so long as the Assessment Agreement remains in effect for that year.

(2) The Assessment Agreement shall remain in effect until the earlier of (i) January 31, 2052, (ii) the date on which the TIF District expires or is otherwise terminated, or (iii) the date the TIF Note is fully paid, defeased or terminated in accordance with its terms. The Assessment Agreement shall be certified by the City Assessor as provided in Minnesota Statutes, Section 469.177, Subdivision 8, upon a finding by the assessor of the County that the Assessor's Minimum Market Value represents a reasonable estimate based upon the plans and specifications for the Project to be constructed on the Development Property. Pursuant to Minnesota Statutes, Section 469.177, Subdivision 8, the Assessment Agreement shall be filed for record in the office of the county recorder or registrar of titles of the County prior to any lien on the Development Property, including any mortgage, and such filing shall constitute notice to any subsequent encumbrancer or purchaser of the Development Property, whether voluntary or involuntary, and such Assessment Agreements shall be binding and enforceable in its entirety against any such subsequent purchaser or encumbrancer, including the holder of any mortgage.

(3) The Assessment Agreement shall be executed and delivered by the Developer to the City simultaneously with the execution and delivery of this Agreement and filed, at the sole cost of the Developer, against the Development Property prior to any lien or encumbrance on the Development Property, including any mortgage, and recording the Assessment Agreement shall be a condition to the issuance of the TIF Note.

ARTICLE IV

EVENTS OF DEFAULT

Section 4.1. Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean whenever it is used in this Agreement any one or more of the following events:

(1) Failure by the Developer to timely pay any ad valorem real property taxes assessed with respect to the Development Property.

(2) Subject to Unavoidable Delays, failure by the Developer to commence construction of the Project by December 31, 2026, or to proceed with due diligence to substantially complete the construction of the Project pursuant to the terms, conditions and limitations of this Agreement and obtain a Certificate of Completion from the City by June 30, 2028.

(3) Failure of the Developer to observe or perform any other material covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement or if any certification, representation, or warranty by the Developer to the City is untrue or misrepresented.

(4) If, prior to the Completion Date, the Developer shall

(a) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended or under any similar federal or state law; or

(b) be adjudicated as bankrupt or insolvent; or if a petition or answer proposing the adjudication of the Developer, as a bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within 90 days after the filing thereof; or a receiver, trustee or liquidator of the Developer, or of the Project, or part thereof, shall be appointed in any proceeding brought against the Developer, and shall not be discharged within 90 days after such appointment, or if the Developer, shall consent to or acquiesce in such appointment.

Notwithstanding anything to the contrary set forth in this Agreement the lenders providing construction or permanent financing for the Project shall have the right, but not the obligation, to cure an Event of Default during the cure period provided for the Developer.

Section 4.2. Remedies on Default. Whenever any Event of Default referred to in Section 4.1 occurs and is continuing, the City, as specified below, may take any one or more of the following actions after the giving of 30 days' written notice to the Developer, but only if the Event of Default has not been cured within said 30 days; provided that if such Event of Default cannot be reasonably cured within the 30 day period, and the Developer has provided assurances reasonably satisfactory to the City that it is proceeding with due diligence to cure such default,

such 30 day cure period shall be extended for a period deemed reasonably necessary by the City to effect the cure, but in any event not to exceed 180 days:

(1) The City may suspend its performance under this Agreement and the TIF Note until such default is cured, or the City determines it has received adequate assurances from the Developer, that the Developer will cure its default and continue its performance under this Agreement. Interest on the TIF Note shall not accrue during the period of any suspension of payment.

(2) The City may terminate this Agreement and/or cancel the TIF Note.

(3) The City may take any action, including legal or administrative action, in law or equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement.

Notwithstanding anything to the contrary set forth in this Agreement the lenders providing construction or permanent financing for the Project shall have the right, but not the obligation, to cure an Event of Default during the cure period provided for the Developer.

Section 4.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 4.4. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 4.5. Indemnification of City.

(1) The Developer releases from and covenants and agrees that the City, and their governing bodies' members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees thereof (for purposes of this Section, collectively the "Indemnified Parties") shall not be liable for and agrees to indemnify and hold harmless the Indemnified Parties against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Project, or any other loss, cost expense, or penalty, except to the extent caused by any willful misrepresentation or any willful or wanton misconduct of the Indemnified Parties.

(2) Except for any willful misrepresentation or any willful or wanton misconduct of the Indemnified Parties, the Developer agrees to protect and defend the Indemnified Parties, now and forever, and further agrees to hold the Indemnified Parties harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the actions or inactions of the Developer (or if other persons acting on its

behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Project.

(3) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any governing body member, officer, agent, servant or employee of the City, as the case may be.

Section 4.6. Reimbursement of Attorneys' Fees. If an Event of Default referred to in Section 4.1 occurs, and the City shall employ attorneys or incur other reasonable expenses for the collection of payments due hereunder, or for the enforcement of performance or observance of any obligation or agreement on the part of the Developer contained in this Agreement, the Developer will within 30 days reimburse the City for the reasonable fees of such attorneys and such other reasonable expenses so incurred.

ARTICLE V

ADDITIONAL PROVISIONS

Section 5.1. Restrictions on Use. The Developer agrees for itself, its successors and assigns and every successor in interest to the Development Property, or any part thereof, that the Developer and such successors and assigns shall operate, or cause to be operated, the Project as a rental housing development in accordance with this Agreement until the Termination Date.

Section 5.2. Reports. The Developer shall provide the City reports in a timely manner with such information about the Project as the City may reasonably request for purposes of satisfying any reporting requirements imposed by law on the City.

Section 5.3. Limitations on Transfer and Assignment.

(1) Except as provided in Sections 3.8, and 5.3(4), the Developer will not sell, assign, convey, lease or transfer in any other mode or manner (collectively, "Transfer") this Agreement, the TIF Note, or the Development Property or the Project, or any interest therein, without the express written approval of the City, which consent will not be unreasonably withheld, conditioned or delayed. The City shall, within 30 Business Days after such a written request for approval of a Transfer, deliver a written statement to the Developer indicating whether the Transfer is approved or specifying the additional conditions to be satisfied in accordance with Section 5.3(2). The provisions of this Section 5.3 apply to all subsequent Transfers by authorized transferees;

(2) When applicable, the City shall be entitled to require, as conditions to any approval of any Transfer of this Agreement, the Development Property, the Project, or the TIF Note in connection therewith, which approval will not be unreasonably withheld, conditioned or delayed, that:

(a) Any proposed transferee shall have the qualifications and financial responsibility, as determined by the City, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Developer;

(b) Any proposed transferee, by instrument in writing satisfactory to the City shall, for itself and its successors and assigns, and expressly for the benefit of the City have expressly assumed any of the remaining obligations of the Developer under this Agreement and agreed to be subject to all the conditions and restrictions to which the Developer is subject;

(c) There shall be submitted to the City for review all instruments and other legal documents involved in effecting transfer, and if approved by City, its approval shall be indicated to the Developer in writing;

(d) Any proposed transferee of the TIF Note shall (i) execute and deliver to the City the Acknowledgment Regarding TIF Note in the form included in **Exhibit 2** to the TIF Note and (ii) surrender the TIF Note to the City either in exchange for a new fully registered note or for transfer of the TIF Note on the registration records for the TIF Note maintained by the City;

(e) The Developer and its transferees shall comply with such other conditions as are necessary in order to achieve and safeguard the purposes of the Act, the TIF Act and this Agreement; and

(f) In the absence of a specific written agreement by the City to the contrary, no such transfer or approval by the City thereof shall be deemed to relieve the Developer or any other party bound in any way by this Agreement or otherwise with respect to the construction of the Project, from any of its obligations with respect thereto.

(3) The Developer agrees to pay all reasonable legal fees and expenses of the City, including fees of the City Attorney's office and outside counsel retained by the City to review the documents submitted to the City in connection with any Transfer.

(4) Nothing contained in this Section shall prohibit the Developer from (i) entering into leases with tenants in the ordinary course of business, or (ii) entering into easements or other agreements necessary for the construction or operation of the Project.

Section 5.4. Conflicts of Interest. No member of the governing body or other official of the City shall have any financial interest, direct or indirect, in this Agreement, the Development Property or the Project, or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, nor shall any such member of the governing body or other official participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to the City in the event of any default or breach by the Developer or successor or on any obligations under the terms of this Agreement.

Section 5.5. Titles of Articles and Sections. Any titles of the several parts, articles and sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 5.6. Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

(a) in the case of the Developer is addressed to or delivered personally to:

[Ebert/Bader]

_____

_____

Attn: _____

(b) in the case of the City is addressed to or delivered personally to the City at:

City of Rogers, Minnesota
22350 South Diamond Lake Road
Rogers, Minnesota 55374
Attn: City Administrator

or at such other address with respect to any such party as that party may, from time to time, designate in writing and forward to the other, as provided in this Section.

Section 5.7. No Additional Waiver Implied by One Waiver. If any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 5.8. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 5.9. Law Governing. This Agreement will be governed and construed in accordance with the laws of the State.

Section 5.10. Term; Termination. Unless this Agreement is terminated earlier in accordance with its terms this Agreement shall terminate on the Termination Date. After the Termination Date, if requested by the Developer, the City will provide a termination certificate as to the Developer's obligations hereunder.

Section 5.11. Provisions Surviving Rescission, Expiration or Termination. Sections 4.5 and 4.6 shall survive any rescission, termination or expiration of this Agreement with respect to or arising out of any event, occurrence or circumstance existing prior to the date thereof.

Section 5.12. Superseding Effect. This Agreement reflects the entire agreement of the parties with respect to the development of the Development Property, and supersedes in all respects all prior agreements of the parties, whether written or otherwise, with respect to the development of the Development Property, including without limitation, the Term Sheet, dated December 9, 2025.

Section 5.13. Relationship of Parties. Nothing in this Agreement is intended, or shall be construed, to create a partnership or joint venture among or between the parties hereto, and the rights and remedies of the parties hereto shall be strictly as set forth in this Agreement. All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any governing body member, officer, agent, servant or employee of the City.

Section 5.14. Venue. All matters, whether sounding in tort or in contract, relating to the validity, construction, performance, or enforcement of this Agreement shall be controlled by and determined in accordance with the laws of the State of Minnesota, and the Developer agrees that all legal actions initiated by the Developer or City with respect to or arising from any provision contained in this Agreement shall be initiated, filed and venued exclusively in the State of

Minnesota, Hennepin County, District Court and shall not be removed therefrom to any other federal or state court.

Section 5.15. Interpretation; Concurrence. The language in this Agreement shall be construed simply according to its generally understood meaning, and not strictly for or against any party and no interpretation shall be affected by which party drafted any part of this Agreement. By executing this Agreement, the parties acknowledge that they (a) enter into and execute this Agreement knowingly, voluntarily and willingly of their own volition with such consultation with legal counsel as they deem appropriate; (b) have had a sufficient amount of time to consider this Agreement's terms and conditions, and to consult an attorney before signing this Agreement; (c) have read this Agreement, understand all of its terms, appreciate the significance of those terms and have made the decision to accept them as stated herein; and (d) have not relied upon any representation or statement not set forth herein.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and on its behalf, and the Developer has caused this Agreement to be duly executed in its name and on its behalf, on or as of the date first above written.

CITY OF ROGERS, MINNESOTA

By _____
Its Mayor

By _____
Its Administrator

This is a signature page to the TIF Assistance Agreement.

[EBERT/BADER], a [Minnesota] [limited liability company]

By: _____
Name: _____
Its: _____

This is a signature page to the TIF Assistance Agreement.

EXHIBIT A

DESCRIPTION OF TIF DISTRICT

The area encompassed by the TIF District shall include the property described below and all adjacent or internal roads and all street or utility rights-of-way.

EXHIBIT B

LEGAL DESCRIPTION OF DEVELOPMENT PROPERTY

The Development Property consists of the following property located in the City of Rogers, Hennepin County, Minnesota:

Parcel Identification Numbers: **23-120-23-24-0046 and 23-120-23-24-0047**

Which is legally described as:

[insert legal]

EXHIBIT C

PUBLIC DEVELOPMENT COSTS

Land acquisition

Site grading and improvements

Underground and above ground utilities

Parking

All costs eligible for reimbursement under the TIF Act

EXHIBIT D

FORM OF TAXABLE TIF NOTE

No. R-1 [**$7,620,000**]

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF HENNEPIN
CITY ROGERS, MINNESOTA
TAXABLE TAX INCREMENT REVENUE NOTE
(WILLIS TRUCKING REDEVELOPMENT PROJECT)

_____, 20___

The City of Rogers, Minnesota (the "City"), hereby acknowledges itself to be indebted and, for value received, hereby promises to pay the amounts hereinafter described (the "Payment Amounts") to [Ebert/Bader], a [Minnesota] [limited liability company] or its registered assigns (the "Registered Owner"), the principal amount of [**Seven Million Six Hundred Twenty Thousand and 00/100 Dollars ($7,620,000)**], but only in the manner, at the times, from the sources of revenue, and to the extent hereinafter provided.

This Note is issued pursuant to that certain TIF Assistance Agreement, dated as of _____, 2026, as the same may be amended from time to time (the "TIF Assistance Agreement"), by and between the City and [Ebert/Bader] (the "Developer"). Unless otherwise defined herein or unless context requires otherwise, undefined terms used herein shall have the meanings set forth in the TIF Assistance Agreement.

The outstanding and unpaid principal amounts of this Note shall bear simple, non-compounding interest at the rate of 5.50% per annum, provided that no interest shall accrue on this Note during any period that an Event of Default has occurred, and such Event of Default is continuing, under the TIF Assistance Agreement and City has exercised its remedy under the TIF Assistance Agreement to suspend payment on the Note. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

The amounts due under this Note shall be payable on August 1, 2028 and on each February 1 and August 1 thereafter to and including the earliest of (i) the date on which the entire principal and accrued interest on the TIF Note has been paid in full; or (ii) February 1, 2054; or (iii) any earlier date the TIF Assistance Agreement or this Note is cancelled in accordance with the terms of the TIF Assistance Agreement or deemed paid in full; or (iv) the February 1 following the date the TIF District is terminated in accordance with the TIF Act (the "Final Payment Date") or, if the first should not be a Business Day (as defined in the TIF Assistance Agreement) the next succeeding Business Day (collectively, the "Payment Dates"). On each Payment Date, the City shall pay by check or draft mailed to the person that was the Registered Owner of this Note at the close of the last Business Day preceding such Payment Date an amount equal to 80% of the Tax Increments (as hereinafter defined) received by the City during the 6-month period preceding such

Payment Date ("Pledged Tax Increments"). "Tax Increments" are the tax increments derived from the Development Property (as defined in the TIF Assistance Agreement) and the improvements thereon which have been received and are permitted to be retained by the City in accordance with the Minnesota Statutes, Sections 469.174 through 469.1794, as the same may be amended or supplemented from time to time (the "TIF Act") including, without limitation, Minnesota Statutes, Sections 469.177; 469.176, Subd. 4h; and 469.175, Subd. 1a, as the same may be amended from time to time. Payments on this Note shall be payable solely from the Pledged Tax Increments. All payments made by the City under this Note shall first be applied to accrued interest and then to principal. If Pledged Tax Increments are insufficient to pay any accrued interest due, such unpaid interest shall be carried forward without interest.

This Note shall terminate and be of no further force and effect following the Final Payment Date defined above, or any date upon which the City shall have terminated the TIF Assistance Agreement under Section 4.2 thereof or on the date that all principal and interest payable hereunder shall have been or deemed paid in full, whichever occurs earliest. This Note may be prepaid in whole or in part at any time without penalty.

The City makes no representation or covenant, express or implied, that the Pledged Tax Increments will be sufficient to pay, in whole or in part, the amounts which are or may become due and payable hereunder. There are risk factors in the amount of Tax Increments that may actually be received by the City and some of those factors are listed on the attached **Exhibit 1**. The Registered Owner acknowledges these risk factors and understands and agrees that payments by the City under this Note are subject to these and other factors.

The City's payment obligations hereunder shall be subject to Section 3.2(11), 3.12(2) and 3.13 of the TIF Assistance Agreement and are further subject to the conditions that (i) no Event of Default under Section 4.1 of the TIF Assistance Agreement shall have occurred and be continuing at the time payment is otherwise due hereunder, and (ii) the TIF Assistance Agreement shall not have been terminated pursuant to Section 4.2, and (iii) all conditions set forth in Section 3.2(2) of the TIF Assistance Agreement have been satisfied as of such date. Any such suspended and unpaid amounts shall become payable, without interest accruing thereon in the meantime, if this Note has not been terminated in accordance with Section 4.2 of the TIF Assistance Agreement and said Event of Default shall thereafter have been cured in accordance with Section 4.2. If pursuant to the occurrence of an Event of Default under the TIF Assistance Agreement the City elects, in accordance with Section 4.2 of the TIF Assistance Agreement to cancel and rescind the TIF Assistance Agreement and/or this Note, the City shall have no further debt or obligation under this Note whatsoever. Reference is hereby made to all of the provisions of the TIF Assistance Agreement, for a fuller statement of the rights and obligations of the City to pay the principal of this Note and the interest thereon, and said provisions are hereby incorporated into this Note as though set out in full herein.

THIS NOTE IS A SPECIAL, LIMITED REVENUE OBLIGATION OF THE CITY AND NOT A GENERAL OBLIGATION OF THE CITY AND IS PAYABLE BY THE CITY ONLY FROM THE SOURCES AND SUBJECT TO THE QUALIFICATIONS STATED OR REFERENCED HEREIN. THIS NOTE IS NOT A GENERAL OBLIGATION OF THE CITY, AND THE FULL FAITH AND CREDIT AND TAXING POWERS OF THE CITY IS NOT PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON

THIS NOTE AND NO PROPERTY OR OTHER ASSET OF THE CITY, SAVE AND EXCEPT THE ABOVE-REFERENCED PLEDGED TAX INCREMENTS, IS OR SHALL BE A SOURCE OF PAYMENT OF THE CITY'S OBLIGATIONS HEREUNDER.

The Registered Owner shall never have or be deemed to have the right to compel any exercise of any taxing power of the City or of any other public body, and neither the City nor any person executing or registering this Note shall be liable personally hereon by reason of the issuance or registration thereof or otherwise.

This Note is issued by the City in aid of financing a project pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including the TIF Act.

This Note may be assigned only as provided in Section 5.3 of the TIF Assistance Agreement and subject to the assignee executing and delivering to the City the Acknowledgment Regarding TIF Note in the form included in **Exhibit 2** attached hereto. Additionally, in order to assign the Note, the assignee shall surrender the same to the City either in exchange for a new fully registered note or for transfer of this Note on the registration records maintained by the City for the Note. Each permitted assignee shall take this Note subject to the foregoing conditions and subject to all provisions stated or referenced herein.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions, and things required by the Constitution and laws of the State of Minnesota to be done, to have happened, and to be performed precedent to and in the issuance of this Note have been done, have happened, and have been performed in regular and due form, time, and manner as required by law; and that this Note, together with all other indebtedness of the City outstanding on the date hereof and on the date of its actual issuance and delivery, does not cause the indebtedness of the City to exceed any constitutional or statutory limitation thereon.

IN WITNESS WHEREOF, the City of Rogers, Minnesota by its City Council, has caused this Note to be executed by the manual signatures of its Mayor and City Administrator and has caused this Note to be issued on and dated as of the date first written above.

CITY OF ROGERS, MINNESOTA

By_____
Its Mayor

By_____
Its City Administrator

CERTIFICATION OF REGISTRATION

It is hereby certified that the foregoing Note, is registered on the books kept by the City for such purposes in the name of the person last listed below.

NAME AND ADDRESS OF REGISTERED OWNER	DATE OF REGISTRATION	SIGNATURE OF CITY FINANCE DIRECTOR
[Ebert/Bader] _____ _____ _____ _____ _____	_____, 20__	_____
_____ _____ _____ _____ _____	_____, 20__	_____
_____ _____ _____ _____ _____	_____, 20__	_____

Exhibit 1
to Taxable TIF Note

RISK FACTORS

Risk factors on the amount of Tax Increments that may actually be received by the City include but are not limited to the following:

1. Value of Project. If the contemplated Project (as defined in the TIF Assistance Agreement) constructed in the tax increment financing district is completed at a lesser level of value than originally contemplated, it will generate fewer taxes and fewer tax increments than originally contemplated.

2. Damage or Destruction. If the Project is damaged or destroyed after completion, its value will be reduced, and taxes and tax increments will be reduced. Repair, restoration or replacement of the Project may not occur, may occur after only a substantial time delay, or may involve property with a lower value than the Project, all of which would reduce taxes and tax increments.

3. Change in Use to Tax-Exempt. The Project could be acquired by a party that devotes it to a use which causes the property to be exempt from real property taxation. Taxes and tax increments would then cease.

4. Depreciation. The Project could decline in value due to changes in the market for such property or due to the decline in the physical condition of the property. Lower market valuation will lead to lower taxes and lower tax increments.

5. Non-payment of Taxes. If the property owner does not pay property taxes, either in whole or in part, the lack of taxes received will cause a lack of tax increments. The Minnesota system of collecting delinquent property taxes is a lengthy one that could result in substantial delays in the receipt of taxes and tax increments, and there is no assurance that the full amount of delinquent taxes would be collected. Amounts distributed to taxing jurisdictions upon a sale following a tax forfeiture of the property are not tax increments.

6. Reductions in Taxes Levied. If property taxes are reduced due to decreased municipal levies, taxes and tax increments will be reduced. Reasons for such reduction could include lower local expenditures or changes in state aids to municipalities. For instance, in 2001 the Minnesota Legislature enacted an education funding reform that involved the state increasing school aid in lieu of the local general education levy (a component of school district tax levies).

7. Reductions in Tax Capacity Rates. The taxable value of real property is determined by multiplying the market value of the property by a tax capacity rate. Tax capacity rates vary by certain categories of property; for example, the tax capacity rates for residential homesteads are currently less than the tax capacity rates for commercial and industrial property. In 2001 the Minnesota Legislature enacted property tax reform that lowered various tax capacity rates to

"compress" the difference between the tax capacity rates applicable to residential homestead properties and commercial and industrial properties.

8. Changes to Local Tax Rate. The local tax rate to be applied in the tax increment financing district is the lower of the current local tax rate or the original local tax rate for the tax increment financing district. In the event that the Current Local Tax Rate is higher than the Original Local Tax Rate, then the "excess" or difference that comes about after applying the lower Original Local Tax Rate instead of the Current Local Tax Rate is considered "excess" tax increment and is distributed by Hennepin County to the other taxing jurisdictions and such amount is not available to the City as tax increment.

9. Legislation. The Minnesota Legislature has frequently modified laws affecting real property taxes, particularly as they relate to tax capacity rates and the overall level of taxes as affected by state aid to municipalities.

10. Multi-parcel TIF District. The tax increment financing district includes property that is not owned by the Developer (as defined in the attached TIF Note). If other property owners in the tax increment financing district fail to pay property taxes, either in whole or in part, the lack of taxes received will result in a lower amount of tax increment derived from the tax increment financing district.

Exhibit 2
to Taxable TIF Note

ACKNOWLEDGMENT REGARDING TIF NOTE

The undersigned, _____ a _____ ("Note Holder"), hereby certifies and acknowledges that:

A. On the date hereof the Note Holder has [acquired from]/[made a loan (the "Loan") [to/for the benefit] of] [Ebert/Bader] (the "Developer") [secured in part by] the Taxable Tax Increment Revenue Note (Willis Trucking Redevelopment Project), a pay-as-you-go tax increment revenue note (the "Note") in the original principal amount of [up to **$7,620,000**] [dated _____, 20___ of]/[to be issued by] the City of Rogers, Minnesota (the "City").

B. The Note Holder has had the opportunity to ask questions of and receive from the Developer all information and documents concerning the Note as it requested, and has had access to any additional information the Note Holder thought necessary to verify the accuracy of the information received. In determining to [acquire the Note]/[make the Loan], the Note Holder has made its own determinations and has not relied on the City or information provided by the City.

C. The Note Holder represents and warrants that:

1. The Note Holder is acquiring [the Note]/[an interest in the Note as collateral for the Loan] for investment and for its own account, and without any view to resale or other distribution.

2. The Note Holder has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of acquiring [the Note]/[an interest in the Note as collateral for the Loan].

3. The Note Holder understands that the Note is a security which has not been registered under the Securities Act of 1933, as amended, or any state securities law, and must be held until its sale is registered or an exemption from registration becomes available.

4. The Note Holder is aware of the limited payment source for the Note and interest thereon and risks associated with the sufficiency of that limited payment source.

5. The Note Holder is [a bank or other financial institution] / [the owner of the property from which the tax increments which are pledged to the Note are generated].

D. The Note Holder understands that the Note is payable solely from certain tax increments derived from certain properties located in a tax increment financing district, if and as received by the City. The Note Holder acknowledges that the City has made no representation or covenant, express or implied, that the revenues pledged to pay the Note will be sufficient to pay, in whole or in part, the principal and interest due on the Note. Any amounts which have not been paid on the Note on or before the final maturity date of the Note shall no longer be payable, as if

the Note had ceased to be an obligation of the City. The Note Holder understands that the Note will never represent or constitute a general obligation, debt or bonded indebtedness of the City, the State of Minnesota, or any political subdivision thereof and that no right will exist to have taxes levied by the City, the State of Minnesota or any political subdivision thereof for the payment of principal and interest on the Note.

E. The Note Holder understands that the Note is payable solely from certain tax increments, which are taxes received on improvements made to certain property (the "Project") in a tax increment financing district from the increased taxable value of the property over its base value at the time that the tax increment financing district was created, which base value is called "original net tax capacity". There are risk factors in relying on tax increments to be received, which include, but are not limited to, the following:

1. Value of Project. If the contemplated Project constructed in the tax increment financing district is completed at a lesser level of value than originally contemplated, it will generate fewer taxes and fewer tax increments than originally contemplated.

2. Damage or Destruction. If the Project is damaged or destroyed after completion, its value will be reduced, and taxes and tax increments will be reduced. Repair, restoration, or replacement of the Project may not occur, may occur after only a substantial time delay, or may involve property with a lower value than the Project, all of which would reduce taxes and tax increments.

3. Change in Use to Tax-Exempt. The Project could be acquired by a party that devotes it to a use which causes the property to be exempt from real property taxation. Taxes and tax increments would then cease.

4. Depreciation. The Project could decline in value due to changes in the market for such property or due to the decline in the physical condition of the property. Lower market valuation will lead to lower taxes and lower tax increments.

5. Non-payment of Taxes. If the property owner does not pay property taxes, either in whole or in part, the lack of taxes received will cause a lack of tax increments. The Minnesota system of collecting delinquent property taxes is a lengthy one that could result in substantial delays in the receipt of taxes and tax increments, and there is no assurance that the full amount of delinquent taxes would be collected. Amounts distributed to taxing jurisdictions upon a sale following a tax forfeiture of the property are not tax increments.

6. Reductions in Taxes Levied. If property taxes are reduced due to decreased municipal levies, taxes and tax increments will be reduced. Reasons for such reduction could include lower local expenditures or changes in state aids to municipalities. For instance, in 2001 the Minnesota Legislature enacted an education funding reform that involved the state increasing school aid in lieu of the local general education levy (a component of school district tax levies).

7. Reductions in Tax Capacity Rates. The taxable value of real property is determined by multiplying the market value of the property by a tax capacity rate. Tax capacity rates vary by certain categories of property; for example, the tax capacity rates for residential homesteads are currently less than the tax capacity rates for commercial and industrial property. In 2001 the Minnesota Legislature enacted property tax reform that lowered various tax capacity rates to "compress" the difference between the tax capacity rates applicable to residential homestead properties and commercial and industrial properties.

8. Changes to Local Tax Rate. The local tax rate to be applied in the tax increment financing district is the lower of the current local tax rate or the original local tax rate for the tax increment financing district. In the event that the Current Local Tax Rate is higher than the Original Local Tax Rate, then the "excess" or difference that comes about after applying the lower Original Local Tax Rate instead of the Current Local Tax Rate is considered "excess" tax increment and is distributed by Hennepin County to the other taxing jurisdictions and such amount is not available to the City as tax increment.

9. Legislation. The Minnesota Legislature has frequently modified laws affecting real property taxes, particularly as they relate to tax capacity rates and the overall level of taxes as affected by state aid to municipalities.

10. Multi-parcel TIF District. The tax increment financing district includes property that is not owned by the Developer (as defined in the attached TIF Note). If other property owners in the tax increment financing district fail to pay property taxes, either in whole or in part, the lack of taxes received will result in a lower amount of tax increment derived from the tax increment financing district.

F. The Note Holder acknowledges that the Note was issued as part of that certain TIF Assistance Agreement, dated as of _____, 2026, as the same may be amended from time to time (the "TIF Assistance Agreement"), by and between the City and [Ebert/Bader], and that the City has the right to suspend payments under this Note and/or terminate the Note upon an Event of Default under the TIF Assistance Agreement.

G. The Note Holder acknowledges that the City makes no representation about the tax treatment of, or tax consequences from, the Note Holder's acquisition of [the Note]/[an interest in the Note as collateral for the Loan].

WITNESS our hand this ___ day of _____, 20__.

Note Holder:

_____

By _____

Name: _____

Its _____

EXHIBIT E

CERTIFICATE OF COMPLETION OF PROJECT

_____, 20___

WHEREAS, the CITY OF ROGERS, MINNESOTA, a municipal corporation under the laws of the State of Minnesota (the "City"), [Ebert/Bader] (the "Developer") has entered into a TIF Assistance Agreement (the "TIF Assistance Agreement"), dated _____, 2026; and

WHEREAS, the TIF Assistance Agreement requires the Developer to construct a Project (as that term is defined in the TIF Assistance Agreement);

WHEREAS, the Developer has constructed the Project in a manner deemed sufficient by the City to permit the execution of this certification in accordance with Section 3.7 of the TIF Assistance Agreement;

NOW, THEREFORE, this is to certify that the Developer has constructed the Project in accordance with the TIF Assistance Agreement. The remaining covenants of the Developer under the TIF Assistance Agreement are not intended to run with title to the Development Property or bind successors in title to the Development Property. Nothing herein shall release (i) any other obligations of the Developer under the TIF Assistance Agreement, or (ii) the obligations of the Developer under the Minimum Assessment Agreement (as defined in the TIF Assistance Agreement).

The City has, as of the date and year first above written, set its hand hereon.

CITY OF ROGERS, MINNESOTA

By _____
Its City Administrator

STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, the City Administrator of the City of Rogers, Minnesota, a municipal corporation and existing under the laws of the State of Minnesota, on behalf of said City.

_____
Notary Public

EXHIBIT F

PROJECT SOURCES AND USES

EXHIBIT G

FORM OF ASSESSMENT AGREEMENT

MINIMUM ASSESSMENT AGREEMENT

THIS AGREEMENT, dated as of this ___ day of _____, 2026, is between City of Rogers, Minnesota (the "City"), and [Ebert/Bader] (the "Developer").

WITNESSETH

WHEREAS, on or before the date hereof the City and the Developer have entered into a TIF Assistance Agreement dated as of _____, 2026 (the "TIF Assistance Agreement") regarding certain real property located at 21601 John Deere Lane in the City of Rogers, Minnesota (the "City") including the property legally described in **Exhibit A** (the "Development Property");

WHEREAS, it is contemplated that pursuant to said TIF Assistance Agreement, the Developer will construct a 3-story, class A market rate apartment building with approximately 181 rental housing units, approximately 196 underground parking stalls, and approximately 172 surface parking stalls on the Development Property (the "Project") in accordance with construction plans approved by the City;

WHEREAS, the City and the Developer desire to establish a minimum market value for the Development Property and the improvements constructed or to be constructed thereon, pursuant to Minnesota Statutes, Section 469.177;

WHEREAS, the Developer has acquired the land included in the Development Property legally described in **Exhibit A** attached hereto; and

WHEREAS, the City and the Assessor have reviewed preliminary plans for the Project.

NOW, THEREFORE, the parties to this Agreement, in consideration of the promises, covenants and agreements made by each to the other, do hereby agree as follows:

1. As of January 2, 2028, the minimum market value, which shall be assessed for the Development Property, shall be $43,440,000. The minimum market value established pursuant to this Agreement shall not be affected by incomplete construction or damage or destruction of the improvements to be constructed pursuant to the TIF Assistance Agreement.

2. The minimum market values herein established shall be of no further force and effect after assessment on January 2, 2052 for taxes payable in 2053 and this Agreement shall terminate automatically on January 31, 2052; provided, however, this Agreement shall terminate on such earlier date as the TIF District (as defined in the TIF Assistance Agreement) is decertified or the TIF Note (as defined in the TIF Assistance Agreement) is fully paid, defeased or terminated in accordance with its terms (the "Termination Date"). If the Termination Date is earlier than January 31, 2052 for taxes payable in 2053, the City shall duly execute and record a release of this Agreement upon the written request and sole expense of the then holder of fee title to the Development Property.

3. This Agreement shall be recorded by the Developer with the registrar of titles of Hennepin County, Minnesota. The Developer shall pay all costs of recording.

4. Neither the preambles nor provisions of this Agreement are intended to, or shall they be construed as, modifying the terms of the TIF Assistance Agreement among the City and the Developer.

5. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

This instrument was drafted by:
KUTAK ROCK LLP (JSB)
60 South Sixth Street, Suite 3400
Minneapolis, Minnesota 55402
(P) 612-334-5000
(F) 612-334-5050

IN WITNESS WHEREOF, the City and the Developer have caused this Agreement to be executed in their names and on their behalf all as of the date set forth above.

CITY OF ROGERS, MINNESOTA

By_____
Its Mayor

By_____
Its Administrator

STATE OF MINNESOTA)
): ss
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by _____, the Mayor of the City of Rogers, Minnesota on behalf of said City.

_____
Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by _____, the Administrator of the City of Rogers, Minnesota, on behalf of said City.

_____
Notary Public

Signature page for Assessment Agreement

[EBERT/BADER], a [Minnesota] [limited liability company]

By: _____
Name: _____
Its: _____

STATE OF MINNESOTA)
): ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by _____, the _____ of [Ebert/Bader], a [Minnesota] [limited liability company], on behalf of said [limited liability company].

_____
Notary Public

Signature page for Assessment Agreement

CERTIFICATION BY COUNTY ASSESSOR

The undersigned, having reviewed the Assessment Agreement, dated as of the date first written above, by and between City of Rogers, Minnesota and [Ebert/Bader], the plans and specifications for the Project, as defined in the foregoing Assessment Agreement, and the market value currently assigned to land upon which the improvements are to be constructed and being of the opinion that the minimum market value contained in the Assessment Agreement appears reasonable, hereby certifies as follows:

The undersigned Assessor, being legally responsible for the assessment of the above described property, hereby certifies that the minimum market value as of January 2, 2028 of $43,440,000 assigned to such land and improvements is reasonable.

_____
County Assessor for Hennepin County

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

This instrument was acknowledged before me on _____, 2026, by _____, the County Assessor of Hennepin County.

_____
Notary Public

EXHIBIT A TO ASSESSMENT AGREEMENT

Legal Description of Development Property

The Development Property consists of the following property located in the City of Rogers, Hennepin County, Minnesota:

Parcel Identification Numbers: **23-120-23-24-0046 and 23-120-23-24-0047**

Which is legally described as:

[insert legal]

EXHIBIT H
LOOKBACK PROFORMA AND SAMPLE CALCULATION

STAFF REPORT **Meeting Date**: March 10, 2026

ROGERS CITY COUNCIL **Agenda Item**: 7.1

Subject: Consideration of Ordinance 2026-06 Repealing City Code Chapter 42, Article 42-VI - Recreational Motor Vehicles, and Adopting City Code Chapter 42, Article 42-IV - Recreational Vehicles, Electric Assist and Motorized Bicycles, Electric Scooters
Prepared By: Brett Angell, Community Development Director

Recommended Council Action
Motion to approve Ordinance 2026-06 Repealing .and Replacing City Code Chapter 42- Article 42-VI corresponding to Recreational Motor Vehicles, Electric Bicycles, Motorized Bicycles, and Electric Scooters

Motion to approve Resolution 2026-20 authorizing the publication of Summary Ordinance 2026-06.

Overview / Background / Analysis
At the December 9th work session meeting, the City Council reviewed numerous ordinances which staff identified as needing updates or changes that would come before the council for adoption at a later date. One of the ordinances which was discussed corresponded to changes to the code to add provisions corresponding to electric bicycles and electric scooters. Over the past few years, the popularity of both e-bikes and e-scooters has been increasing and the use of these items is becoming more common throughout the city.

The proposed ordinance seeks to repeal and replace the existing code corresponding to recreational motor vehicles. The proposed ordinance includes recreational motor vehicles (including golf carts), electric assist bicycles, motorized bicycles, and electric scooters. The intention of the proposed code is to ensure safe operation within the city and ensure the ordinance is up-to-date on the latest technologies. Many sections of the proposed ordinance and definitions refer directly to Minnesota Statute definitions to ensure that if there are changes to the state definitions or as technology continues to advance, the code is still reflective. The proposed Ordinance 2026-06 is included with this item and a further description of the provisions can be found below. A copy of the existing code is also attached for reference and review.

- The definition sections tie primarily to Minnesota State Statutes for the respective items.
- Section 42-161 restricts the operation of recreational motor vehicles. This section is similar to what currently exists within the ordinance.
- Section 42-163 defines the operation and use of electric bicycles, motorized bicycles, and electric scooters. This section requires that any individual under

the age of 18 shall be required to wear a helmet or other protective headgear when operating an electric bicycle of any class. This section further defines where these vehicles can be operated and in what manner.

Upon adoption of the proposed ordinance, the police department has created flyers and handouts corresponding to the different types of motorized bicycle classes and how they can be operated within the city. The proposed ordinance seeks to ensure resident clarity on where and how these vehicles can be driven and ensure clarity for the officers enforcing the ordinance and statute.

Staff Recommendation

Staff recommends the approval of Ordinance 2026-06 repealing and replacing Chapter 42, Article 42-VI related to recreational motor vehicles, electic bicycles, and electric scooters and approval of Resolution 2026-20 authorizing the summary publication of the ordinance.

Financial Impact: Not applicable. **Source Fund**: Not applicable.

Budgeted? N/A

Supporting Documentation

A. Ordinance No 2026-06 Recreational Vehicles, EBikes, and Scooters
B. Resolution 2026-20 Authorizing Summary Publication of Ordinance 2025-06
C. Existing Code

ORDINANCE NO. 2026-06

CITY OF ROGERS

AN ORDINANCE REPEALING ROGERS CITY CODE CHAPTER 42, ARTICLE 42-VI – RECREATIONAL MOTOR VEHICLES, AND ADOPTING CITY CODE CHAPTER 42, ARTICLE 42-VI – RECREATIONAL VEHICLES, ELECTRIC ASSIST AND MOTORIZED BICYCLES, ELECTRIC SCOOTERS

THE CITY COUNCIL OF THE CITY OF ROGERS DOES ORDAIN:

SECTION 1. **REPEAL**. Rogers City Code Chapter 42, Article 42-VI RECREATIONAL MOTOR VEHICLES is hereby repealed.

SECTION 2. **REPLACE**. Rogers City Code Chapter 42, Article 42-VI – RECREATIONAL VEHICLES, ELECTRIC ASSIST AND MOTORIZED BICYCLES, ELECTRIC SCOOTERS is hereby adopted by adding the following provisions as Article 42-VI:

ARTICLE VI – Recreational Vehicles, Electric Assist and Motorized Bicycles, Electric Scooters

Section 42-160 – Definitions

Recreational motor vehicle means any, all-terrain vehicle, utility task vehicle, motorized golf cart, off-highway motorcycle, mini-truck, go-cart, or other motorized vehicle designed or used for a recreational purpose. This definition does not include:

(a) Snowmobiles as defined in Minn. Stats. §84.81, Subd. 3.
(b) Electric-Assist Bicycles as defined and regulated in Minn. Stats. §169.222.
(c) Motorized Bicycle as defined and regulated in Minn. Stats. §169.223.
(d) Motorized Foot Scooters as defined and regulated in Minn. Stats. §169.225.

All-Terrain Vehicle (ATV) as defined in Minn. Stats. §84.92, subds. 8-10.

Utility Terrain Vehicle (UTV) as defined in Minn. Stats. §169.045, subd. 1(3).

Off-Highway Motorcycle as defined in Minn. Stats. §84.787, subd. 7(a).

Mini-Truck as defined in Minn. Stats. §169.011, subd. 40(a).

Motorized Golf Cart means a self-propelled, three or four wheeled vehicle originally designed and manufactured for operation on a golf course for sporting or recreational purposes.

Section 42-161 – Recreational Motor Vehicle Operation and Use

(a) *Prohibited Use*. It is unlawful for any person to drive, operate or knowingly permit the operation of a recreational motor vehicle:
    (1) On public sidewalks, walkways, and/or trails.
    (2) On any public street, highway, or roadway within the city.
    (3) On any public land, including, but not limited to, parks, recreational fields, school grounds, public playgrounds, and/or city-owned properties.
    (4) On any privately-owned property without the owner's express written permission.
    (5) At a speed greater than reasonable and proper under all the surrounding circumstances.
    (6) At any place in a careless, reckless, and/or negligent manner to endanger or cause injury or damage to the person or property of another; or to cause injury or damage thereto.
    (7) In a manner so as to create a loud, unnecessary or unusual noise which disturbs, annoys or interferes with the peace and quiet of other persons.

(b) *Violations.* Violations related to the use of Recreational Motor Vehicles shall be as follows:
    (1) Violation of subsections (a) 1-5 of this section shall be a petty misdemeanor.
    (2) Violation of subsections (a) 6-7 of this sectional shall be a misdemeanor.

Section 42-163 – Electric Bicycles, Motorized Bicycles, Motorized Foot Scooter Operation and Use

(a) Electric bicycles, motorized bicycles, and motorized foot scooters operated within the city shall comply with Minnesota State Statutes.
    (1) Electric-Assist Bicycles as defined and regulated in Minn. Stats. §169.222.
    (2) Motorized Bicycle as defined and regulated in Minn. Stats. §169.223.
    (3) Motorized Foot Scooters as defined and regulated in Minn. Stats. §169.225.

(b) Any person under the age of eighteen (18) operating or riding on an electric bicycle of any class shall wear a helmet or other protective headgear approved for bicycle riding by the United States Department of Transportation or the American National Standards Institute (ANSI).

(c) Any person operating or riding on an electric bicycle of any class, electric foot scoot, or motorized bicycle in the city shall not operate:
    (1) At any place in a careless, reckless or negligent manner so as to endanger or cause injury or damage to the person or property of another; or to cause injury or damage thereto.
    (2) At a speed greater than reasonable and proper under all the surrounding circumstances.

(3) On any privately owned property without the owner's specific permission.

(d) The use of Electric-Assist Bicycles on sidewalks must comply with Rogers City Code Section 42-3.

(e) Any Motorized Bicycle operating within the public right-of-way must ensure it meets all requirements of Minn. Stats. §169.223.

(f) Any violation of subd. (b) or subd. (c) of this section is a petty misdemeanor.

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

Adopted by the City Council of the City of Rogers this 10th day of March, 2026.

_____
Shannon Klick
Mayor

ATTEST:

_____
Stacie Brown
City Clerk

RESOLUTION 2026-20

A RESOLUTION AUTHORIZING SUMMARY PUBLICATION OF ORDINANCE NO. 2026-06

WHEREAS, the City Council of the City of Rogers adopted Ordinance No. 2026-06 titled "AN ORDINANCE REPEALING AND REPLACING ROGERS CITY CODE CHAPTER 42, ARTICLE 42-VI – RECREATIONAL MOTOR VEHICLES, AND ADOPTING CITY CODE CHAPTER 42, ARTICLE 42-VI- RECREATIONAL MOTOR VEHICLES, ELECTIC ASSIST AND MOTORIZED BICYCLES, ELECTRIC SCOOTERS", 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. 2026-06 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 2026-06

AN ORDINANCE OF THE CITY OF ROGERS, MINNESOTA, REPEALING AND REPLACING CITY CODE ARTICLE 42-VI RELATED TO RECREATIONAL MOTOR VEHICLES, ELECTRIC AND MOTORIZED BIKES, AND ELECTRIC SCOOTERS

On the 10th day of March, 2026, the Rogers City Council passed Ordinance No. 2026-06, An Ordinance of the City of Rogers, Minnesota Repealing and Replacing City Code Article 42-VI corresponding to the rules and regulations for the use of recreational vehicles, electric and motorized bicycles, and electric scooters. The proposed ordinance reflects the addition of electric bicycles, currently not within code, with the intention of ensuring safe operation within the city.

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

Moved by Councilmember , seconded by Councilmember ;

The following voted in favor of said resolution:

The following voted against the same:

The following abstained:

Whereupon said resolution was declared duly passed and adopted, and was signed by the Mayor, and attested by the City Clerk dated this 10th day of March, 2026.

ATTEST:

_____
Shannon Klick, Mayor

_____
Stacie Brown, City Clerk

ARTICLE 42-VI - RECREATIONAL MOTOR VEHICLES

Footnotes:

*--- (**4**) ---*

***State Law reference—** Off-highway vehicles, Minn. Stats. § 84.771 et seq.; off-highway motorcycles, Minn. Stats. § 84.787 et seq.; snowmobiles, Minn. Stats. § 84.81 et seq.*

Sec. 42-163. - Definitions

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

All-terrain vehicle means a motorized floatation-tired vehicle of not less than three low-pressure tires, but not more than six tires, that is limited in engine displacement of less than 800 cubic centimeters and includes class 1 all-terrain vehicles and class 2 all-terrain vehicles.

(a) *Class 1 all-terrain vehicle* means an all-terrain vehicle that has a total dry weight of less than 900 pounds.

(b) *Class 2 all-terrain vehicle* means an all-terrain vehicle that has a total dry weight of 900 to 1,500 pounds.

State Law reference— Similar provisions, Minn. Stats. §§ 84.92, subds. 8—10.

Electric-assisted bicycle means a motor vehicle with two or three wheels that:

(a) Has a saddle and fully operable pedals for human propulsion;

(b) Meets the requirements of federal motor vehicle safety standards in 49 CFR 571.01 et seq.; and

(c) Has an electric motor that:

(1) Has a power output of not more than 1,000 watts;

(2) Is incapable of propelling the vehicle at a speed of more than 20 miles per hour;

(3) Is incapable of further increasing the speed of the device when human power alone is used to propel the vehicle at a speed of more than 20 miles per hour; and

(4) Disengages or ceases to function when the vehicle's brakes are applied.

Motorcycle means every motor vehicle having a seat or saddle for the use of the rider and designed to travel on not more than three wheels in contact with the ground, including motor scooters and bicycles with motor attached, other than those vehicles defined as motorized bicycles, but excluding a tractor.

State Law reference— Similar provisions, Minn. Stats. § 169.01, subd. 4.

Motorized bicycle means a bicycle that is propelled by an electric or a liquid fuel motor of a piston displacement capacity of 50 cubic centimeters or less, and a maximum of two-brake horsepower, which is capable of a maximum speed of not more than 30 miles per hour on a flat surface with not more than one percent grade in any direction when the motor is engaged. The term "motorized bicycle" includes an electric-assisted bicycle.

State Law reference— Similar provisions, Minn. Stats. § 169.01, subd. 4a.

Recreational vehicle means any motorized bicycle, all-terrain vehicle, motorcycle, or other motorized vehicle designed or used for a recreational purpose. The term does not include snowmobiles as defined in Minn. Stats. § 84.81, subd. 3.

(Ord. No. 1989-1, § 1, 1-10-1989)

Sec. 42-164. - Operation and Use

(a) *Prohibited, where.* It is unlawful for any person to drive, operate or knowingly permit the operation of a recreational motor vehicle:

(1) On public sidewalks, walkways or trails provided or used for pedestrian travel.

(2) On or across park lands, ice skating rinks whether on lakes or flooded, nor shall such vehicles park on such area unless such areas have been specially designated for such use.

(3) On any publicly owned lands or frozen waters, including, but not limited to, school grounds, playgrounds, and recreation areas unless such areas have been specially designated for such use, except as otherwise provided.

(4) At a speed greater than reasonable and proper under all the surrounding circumstances.

(5) At any place in a careless, reckless or negligent manner so as to endanger or cause injury or damage to the person or property of another; or to cause injury or damage thereto.

(6) In a manner so as to create a loud, unnecessary or unusual noise which disturbs, annoys or interferes with the peace and quiet of other persons.

(7) In any cemetery.

(8) A tree nursery or planting in a manner which damages or destroys growing stock.

(9) Without headlight and taillight lighted at all times if the vehicle is equipped with headlight and taillight.

(10) Without a functioning stop light if so equipped.

(11) Upon any street or highway within the city, including any portion of the right-of-way; provided, however, that nothing in this subsection shall be interpreted to prohibit the operation of an all-terrain vehicle on the outside slope of a trunk, county state-aid or county highway within the city.

(b) *Signal from officer to stop.* It is unlawful for an all-terrain vehicle operator, after having received a visual or audible signal from a peace officer or law enforcement officer to come to a stop, to:

(1) Operate an all-terrain vehicle in a willful or wanton disregard of the signal to stop;

(2) Interfere with or endanger a peace officer or law enforcement officer or any other person or vehicle; or

(3) Increase speed or attempt to flee or elude the officer.

(c) *Violations.* Violation of subsections (a)(6) and (b) of this section is a misdemeanor. Violation of any other provision of this section is a petty misdemeanor.

(Ord. No. 1989-1, § 2(1(b)—(m)), (3), (5), 1-10-1989)

STAFF REPORT **Meeting Date**: March 10, 2026

ROGERS CITY COUNCIL **Agenda Item**: 7.2

Subject: Approval of Updated Purchasing Policy
Prepared By: Bridget Bruska, Finance Director

Recommended Council Action
Motion to Adopt the Updated Purchasing Policy Dated March 10, 2026

Overview / Background / Analysis
Background
The City of Rogers Purchasing Policy was last updated in 2021. Since that time, the purchasing environment has changed significantly, including increased costs for goods and services, changes in technology purchasing, and evolving procurement practices. Staff completed a comprehensive review of the policy to ensure it remains consistent with current operations, reflects state statutory requirements, and provides clear guidance for City staff involved in purchasing decisions.

The updated policy is more robust and better reflects the City's current purchasing processes. Many of the revisions document practices that have been in place for several years or clarify requirements already required by state law. Additional guidance was also added to address situations that staff regularly encounter when making purchases.

Key Policy Updates
Several notable updates are included in the proposed policy revision:

Updated Purchasing Approval Thresholds
One of the most significant updates is an adjustment to purchasing approval thresholds. The current policy requires City Council approval for purchases over $10,000. The proposed policy increases the Council approval threshold to $25,000 to balance efficiency, operational needs, and oversight.

Under the updated policy:

Purchase Amount	*Approval Required*
Under $10,000	Department Head
$10,000 up to $25,000	Department Head, Finance Director, and City Administrator
$25,000 and Over	City Council

Staff reviewed purchasing thresholds used by several comparable cities and found that a $25,000 Council approval threshold is common, with many cities operating at or

above this level. This change also better aligns the City's policy with the thresholds under Minnesota's Uniform Municipal Contracting Law.

Technology Purchase Requirements
The updated policy adds a new section addressing technology purchases. These purchases must be reviewed and approved by the Information Systems Department to ensure security, compatibility with existing systems, and long-term support considerations.

Claims Register Documentation
To reduce fraud risk associated with vendor payment information, detailed claims documentation will be treated as non-public background material and provided to Council as part of their review process. This information will remain available for public inspection as required by Minnesota law.

Additional Policy Clarifications
Several areas of the policy were expanded to provide clearer guidance for situations staff frequently encounter, including:

- Purchasing used equipment
- Additional work identified during equipment or vehicle repairs
- Purchases from preferred vendors or existing systems
- Purchases included in the Capital Equipment Plan (CEP)
- Clarification that Capital Improvement Plan (CIP) projects still require separate Council authorization before funds are expended

Summary
Overall, the proposed revisions modernize the City's purchasing policy to reflect the current purchasing environment while maintaining appropriate internal controls and compliance with Minnesota statutes. The updates are also intended to streamline the purchasing process and reduce administrative burden on department heads while maintaining transparency and accountability in the use of public funds.

Staff Recommendation
Motion to Adopt the Updated Purchasing Policy Dated March 10, 2026

Financial Impact: N/A **Source Fund**: N/A

Budgeted? N/A

Supporting Documentation
A. Purchasing Policy 03-10-2026 - Updated
B. Purchasing Policy 06-22-2021

PURCHASING POLICY

Policy Owner	Policy Owner Title	Department
Bridget Bruska	Finance Director	Finance
Revision Date	**Approved Date**	**Periodic Review Date**
03/10/2025		Annual
Revision	**Policy Number**	**Pages**
5	FIN-001	8

1.0 Purpose

The purpose of this Purchasing Policy is to establish uniform standards and procedures for the procurement of goods and services on behalf of the City of Rogers. The City is entrusted with public funds for the benefit of the entire community, and this policy is intended to ensure those funds are expended lawfully, ethically, transparently, and in a manner that reflects the highest level of fiscal responsibility and stewardship.

This policy provides clear guidance to City officials, employees, vendors, and the public regarding purchasing expectations, promotes fair and open competition, and ensures compliance with all applicable City policies, State statutes, and Federal regulations.

2.0 Objectives

The objectives of this policy are to:

- Ensure all expenditures are lawful and serve a public purpose.
- Safeguard taxpayer resources through competitive and value-based procurement.
- Establish uniform purchasing procedures across all departments.
- Promote transparency, accountability, and internal control.

3.0 Scope

This policy applies to all city departments and funds except as noted in Sections 11.0, 12.0, and 13.0.

4.0 Quick Reference Guide

This Quick Reference Guide does not supersede the complete provisions of this Policy.

Amount of Purchase	Type of Quote Required (Section 6.0)	Prior Approval Required By (Section 7.0)	Purchase Order Required
Under $10,000	Two quotes preferred	Department Head	No
$10,000 up to $25,000	Two quotes preferred	City Administrator and Finance Director	Yes
$25,000 up to $175,000	Sealed bids are optional; two quotes are required	City Council	No, City Council Approval
$175,000 and over	Sealed bids required	City Council	No, City Council Approval

5.0 General Purchasing Guidelines

These purchasing procedures are intended to provide a consistent manner of purchasing goods and services Citywide. Employees should secure the best balance between quantity, quality, and price when purchasing for the city.

Departmental Responsibilities (Before and At Time of Purchase)

- *Decentralized Purchasing.* The City of Rogers utilizes a decentralized purchasing system. Department Heads are responsible and accountable for purchases made within their approved departmental budgets.
- *Unbudgeted Purchases.* Purchases outside an approved departmental budget are not permitted unless they involve emergency repairs or equipment replacement, unforeseen or incidental expenses related to Council-approved projects or capital purchases, or other service-impacting emergencies. These will be reviewed and addressed on a case-by-case basis.
- *Interdepartmental Charges.* Expenditures may not be charged to another department's budget without prior authorization from the affected department and/or Finance.
- *Online Purchases.* Employees must use reputable vendors that provide secure e-commerce services when making online purchases.
- *Sales Tax Exemption.* The City is generally exempt from Minnesota sales tax. Employees are responsible for ensuring sales tax is not charged and may need to provide Form ST3 to vendors. Contact Finance for assistance. Some items remain taxable, such as some motor vehicles, prepared food, lodging, construction material, and supplies purchased by a contractor or subcontractor under a lump-sum contract. Please review the sales tax exemption guidelines for governments on the MN Department of Revenue website.

Invoice Review and Documentation

- *Invoice Review and Approval.* Supervisors authorizing payment are responsible for verifying that goods or services have been received, that the expenditure is necessary and serves a public purpose, and that duplicate payments are not made.
- *General Ledger Coding.* Supervisors are responsible for ensuring invoices are coded to the correct account. Questions regarding coding should be directed to the Finance Department.
- *Supporting Documentation.* Invoices and other supporting documentation (resolutions, quotes, required forms, etc.) must accompany any payment request and be submitted to the finance department for processing.
- *Credits or Returns.* Any department that returns an item must reference the original purchase on the return receipt and submit it to the Finance Department so credit can be applied to the proper account. In some cases, the refund will not be coded to the original expense account, but rather to a refund and reimbursement account within the same division.

Payment Processing and Compliance (Finance-Level Controls)

- *Payment Processing.* The Finance Department processes payments weekly. To ensure payment by Friday, approved invoices must be submitted by noon on Tuesday. Adjustments due to holidays or scheduling conflicts will be communicated in advance.
- *35-Day Payment Requirement.* Under Minnesota law, the City must pay invoices within 35 days unless alternative payment terms are prearranged or the invoice is disputed. Invoices should be approved and submitted promptly. If a late submission prevents compliance with this requirement, a written explanation must accompany the invoice.

- *New Vendors.* A completed IRS Form W-9 must be on file before payment can be issued to a new vendor.
- *Year-End Cutoff.* The City follows generally accepted accounting principles (GAAP). Invoices received after year-end for goods or services provided in the prior year may be recorded in the prior fiscal year based on audit cut-off dates and materiality. Contact Finance with any questions.

Specialized Purchasing Methods

- *Travel Expenses.* All travel-related expenditures must comply with the City's Travel Reimbursement Policy.
- *Purchasing Cards (P-Cards).* Purchasing cards are issued to authorized employees to facilitate efficient purchasing. Use of purchasing cards is governed by the City's separate Purchasing Card Policy.
- *Electronic Funds Transfer (EFT).* All electronic payments must comply with the City's Electronic Funds Transfer Policy.
- *Public Purpose Expenditures.* Meals and refreshments, employee wellness and recognition expenses, and other permitted or prohibited expenditures are governed by the City's Public Purpose Policy and must comply with its requirements.
- *Leases.* All operating and capital lease agreements shall be reviewed by the Finance Director, City Administrator, and legal counsel prior to execution. Staff shall perform a lease versus purchase analysis to evaluate the most cost-effective option before entering into any lease agreement.
- *Federal Expenses*. All procurements and expenditures related to federally funded projects must comply with the City's Federal Awards Policy and applicable federal regulations.

Claims and Check Controls (Oversight & Governance)

- *Claims Review and Council Approval.* Following departmental and finance approvals, the Finance Director reviews the claims register for completeness and compliance. The City Council reviews and approves summary claims through the consent agenda at each meeting. Detailed supporting documentation is provided to Council as non-public background material to reduce fraud risk and is available for public inspection upon request as permitted by law.
- *Check Signatures.* All checks must bear the signatures of three authorized officials: the Finance Director/Treasurer, City Clerk, Mayor, or City Administrator.

6.0 Uniform Municipal Contracting Law

Depending on the amount of the purchase, the following procedures should be followed according to State Statute 471.345 Uniform Municipal Contracting Law:

Purchases Less Than $25,000

Purchases may be made through the open market or direct negotiation, with two quotations obtained when possible. Quotations must be kept on file for at least one year.

Purchases of $25,000 and up to $175,000

If the purchase amount is estimated to be $25,000 or more, but not exceeding $175,000, the purchase may be made by obtaining two or more quotations when practicable, through sealed bids or direct negotiation, without formal advertisement for bids or full compliance with competitive bidding requirements as permitted by law. All quotations obtained shall be retained on file for a minimum of one year following receipt.

Purchases of $175,000 or More
If the amount of the purchase is estimated to exceed $175,000, sealed bids shall be solicited by public notice in the manner and subject to the requirements of the law governing purchases by the municipality.

Change Orders
Change orders may occur due to City-driven changes, errors and omissions, field directives, unforeseen or hidden conditions, regulatory requirements, or contractor-driven changes. Changes during construction must be addressed and approved in a timely manner. All change orders shall require City Council approval prior.

Exceptions
State of Minnesota Cooperative Purchasing Venture. For contracts for the purchase of supplies, materials, or equipment over $25,000, the City must consider the availability, price, and quality of supplies, materials, or equipment available through the State of Minnesota's Cooperative Purchasing Venture (CPV) before purchasing from another source. The submitted invoice must include the applicable state contract reference number.

Cooperative Purchasing. The City may purchase supplies, materials, or equipment without regard to standard competitive bidding requirements when the purchase is made through the State of Minnesota's Cooperative Purchasing Venture, a national municipal association's purchasing alliance, or a cooperative created by a joint powers agreement, provided that the cooperative purchases items from more than one source on the basis of competitive bids or competitive quotations. Documentation supporting the cooperative contract and confirmation that a competitive solicitation process was utilized shall be retained in the procurement file. Staff shall verify that the cooperative contract is current and applicable to the goods or services being procured.

"Best Value" Procurement Alternative. The City may utilize the "best value" procurement method when authorized by law. Best-value procurement permits the award of a contract based on a combination of price and quality factors, rather than solely on the lowest responsible bidder. Evaluation criteria and any relative weighting shall be established in advance and included in the solicitation documents. The City Attorney should be consulted before using the best-value method to ensure statutory compliance and proper documentation of the selection process.

Construction Manager. The City may utilize a Construction Manager project delivery method when authorized by Minnesota law and determined to be in the best interest of the City. This may include Construction Manager at Risk (CMAR) or Construction Manager as Advisor (CMa).

- Under the CMAR method, the City selects a construction manager during the design phase to provide preconstruction services, including cost estimating, scheduling, and constructability review, and to serve as the general contractor during construction. The construction manager commits to deliver the project at a Guaranteed Maximum Price (GMP), assuming the risk for construction costs that exceed the GMP, except for approved changes in scope. When utilizing the CMAR method, the City shall comply with the requirements set forth in Minnesota Statute 471.463, including solicitation, evaluation, selection procedures, and contract requirements.
- Under the CMa method, the construction manager provides advisory services during design and construction, including cost estimating, scheduling, value engineering, and coordination support, but does not hold trade contracts and does not provide a Guaranteed Maximum Price; instead, the City

contracts directly with the design professional and prime contractors. Procurement of Construction Manager as Advisor services shall comply with Minnesota Statute 471.345, as professional services may be selected based on qualifications and experience.

Other Exceptions. Other exceptions may include professional services, insurance contracts, purchases from other government agencies, real estate, sole source vendors, and others as defined by Minnesota Statute 471.345.

7.0 Approval Guidelines

The following approval thresholds are established to ensure efficient operations while maintaining appropriate oversight and internal controls. All purchases must comply with this Purchasing Policy and applicable state law.

Purchases Less Than $10,000

Purchases under $10,000 may be approved at the discretion of the Department Head. While formal quotations are not required, obtaining two quotes is preferred when practicable. A purchase order is not required.

Purchases of $10,000 up to $25,000

Purchases estimated to be $10,000 or more, but less than $25,000, must be approved by the Department Head, Finance Director, and City Administrator. A purchase order is required before committing funds, and two written quotes are preferred when practicable.

Purchases of $25,000 or More

Purchases of $25,000 or more require City Council approval before funds are committed. Staff shall present the proposed purchase to the City Council consistent with established agenda procedures and in compliance with applicable statutory requirements. A purchase order is not required following Council approval unless required for vendor processing or internal documentation.

8.0 Purchase Orders

Purchase Orders (POs) are used to authorize expenditures and document purchasing decisions prior to the commitment of City funds. A Purchase Order must be completed and approved before goods are ordered or services are performed, unless exempted under this Policy.

A Purchase Order shall include:

- The date of issuance and sequential purchase order number.
- Vendor name and contact information.
- A description and quantity of the goods or services being purchased.
- The total cost, including tax and shipping if known (a reasonable estimate is acceptable if exact costs are not available).
- The applicable fund and expenditure account code(s).
- Copies of required or obtained quotations, when applicable.

Purchase Orders must be approved in accordance with the approval thresholds established in this Policy. No purchase may be made until all required approvals are obtained. The Department Head is responsible for ensuring adequate appropriations are available prior to initiating a Purchase Order.

Exceptions to the Purchase Order requirement are identified in Section 12.0 (Purchases Exempt from Standard Purchasing Procedures). While a Purchase Order may not be required under this Policy for certain transactions, the City will issue a Purchase Order when required by a vendor as a condition of sale. The Finance Department may also require a Purchase Order for any transaction when necessary for internal control or audit purposes.

9.0 Ethics, Conflicts of Interest, and Prohibited Practices

All purchasing activities must be conducted in a manner that fosters public confidence in the integrity of the City's procurement system. Employees, appointed officials, and elected officials must avoid both actual and apparent conflicts of interest and shall disclose any financial, family, or personal relationship with a vendor or firm under consideration to the Finance Director and City Administrator prior to participating in the selection, award, or administration of a contract. A conflict of interest exists when an individual, an immediate family member, a partner, or an organization that employs or seeks to employ such individual has a financial interest in, or may receive a tangible personal benefit from, a vendor. The City Administrator shall determine the appropriate level of involvement when a relationship has been disclosed, unless the conflict involves the City Administrator or an elected official, in which case the Mayor or City Council shall determine the appropriate course of action.

City representatives shall not solicit or accept gifts, favors, gratuities, or anything of monetary value from vendors, contractors, or parties to subcontracts, except as permitted under Minnesota Statute 471.895. Purchasing authority shall not be used for personal gain or private benefit.

Employees shall not engage in practices that undermine fair and open competition, including but not limited to:

- Circumventing competitive bidding or purchasing thresholds, including splitting purchases, improperly using emergency procedures, misapplying sole-source exemptions, or structuring agreements to avoid approval requirements.
- Restricting competition through discriminatory practices, unnecessarily restrictive specifications, unjustified removal of vendors from bid lists, or excessive bonding requirements.
- Providing preferential treatment to any vendor, including sharing nonpublic information, disclosing competing offers prior to bid opening, or providing inaccurate or misleading information to others.
- Denying qualified vendors a fair opportunity to compete.

10.0 Technology Purchases

To ensure consistency, security, support, and alignment with the City's technology strategy, all technology purchases must be reviewed and approved by the IS Department.

These purchases include:

- *Connected computing devices*: Anything that connects to City computers, tablets, or phones (wired or wireless)
- *Network-connected devices*: Any device using City staff Wi-Fi, Ethernet, Bluetooth, or other network protocols.
- *IoT / Internet-enabled devices*: Devices include smart sensors, controllers, automation devices, and security/monitoring systems.
- *Audio/video equipment*: Devices intended for conferencing, presentation, recording, or integration with City systems.
- *Software*: Purchased, subscribed to, licenses, mobile apps, cloud-hosted applications.

The following manufacturers and items are exempt from this policy:

- Computer mice, keyboards, speakers, and webcams manufactured by Logitech, HP, and Microsoft.
- Headsets and microphones manufactured by Yealink and Logitech. The ShokZ OpenComm2 headset is also excluded.
- Basic electrical office equipment such as surge protectors, desk lamps, and calculators.
- Non-connected accessories (e.g., office equipment, mouse pads, manual paper cutters, whiteboards).
- Cell phone and tablet accessories such as chargers, cases, and all accessories manufactured by Apple.

New Technology

New software or technology providing enhanced capabilities not previously deployed by the City must also be approved by the City Administrator.

This policy is intended to reduce security risks, ensure CJIS compliance, standardize support, and prevent redundant or incompatible systems.

11.0 Declared Emergencies (Minnesota Statutes Chapter 12)

Emergency situations may arise that require immediate procurement of goods or services to protect public health, safety, or property. An emergency is generally defined as an unforeseen circumstance requiring immediate action to prevent serious harm, consistent with Minnesota Statutes Chapter 12 and other applicable laws.

During a declared local emergency under Minnesota Statute §12.29, or when immediate action is otherwise necessary to protect the health, safety, or welfare of the community, compliance with standard purchasing procedures and competitive requirements may be waived as permitted by Minnesota law, including Minnesota Statute 12.37.

The City Administrator or Emergency Management Director is authorized to make emergency purchases when necessary. Emergency expenditures shall be limited to those reasonably required to address the situation and shall be documented. The City Council shall be notified of such purchases as soon as practicable and shall formally ratify the expenditure when appropriate.

Whenever reasonably possible, existing purchasing procedures should be followed even in emergency situations.

12.0 Purchases Exempt from Standard Purchasing Procedures

Certain expenditures are exempt from the standard approval and purchase order requirements of this Purchasing Policy due to their nature, statutory obligation, prior Council authorization, or operational necessity. These expenditures are considered authorized through other formal processes and do not require separate approval under the thresholds outlined in this Policy.

The following categories are exempt:

- *Payroll and Personnel-Related Expenditures.* This includes wages, salaries, payroll taxes, employee benefits, and other compensation-related payments processed through the City's payroll system.

- *Utilities and Recurring Processing Charges.* Utility accounts (electric, gas, water, sewer), merchant service fees, bank service charges, point-of-sale processing fees, and other recurring financial processing charges are exempt because they are ongoing operational expenses.
- *Inventory for Resale.* Retail inventory purchased for resale in the normal course of business is exempt, provided it follows established operational and internal control procedures.
- *Previously Authorized Contracts and Fixed Obligations.* Payments made pursuant to contracts, leases, bond sales, settlements, land purchases, or other agreements previously approved by the City Council are exempt from additional approval requirements. This includes rent and other fixed contractual charges. If a contract establishes a defined term and total cost, subsequent payments made in accordance with that approval do not require separate purchase orders unless required for tracking.
- *Settlements, Judgments, and Statutory Claims.* Court-ordered payments, settlements of lawsuits, judgments against the City, and claims arising from statutory obligations are exempt.
- *Operational Emergency Purchases.* Emergency repairs or equipment replacements necessary to protect public health, safety, or property may proceed without prior approval under this Policy. Such purchases shall be documented and reported to the City Administrator and, when appropriate, the City Council as soon as practicable.
- *Refunds, Travel, and Reimbursements.* Refunds, meeting expenses, approved travel expenses, and mileage reimbursements are exempt from the purchase order requirement when processed using approved City forms and procedures.

13.0 Other Notes and Clarifications

- Equipment purchased used rather than new may be exempt from quotation requirements when staff documents that competitive pricing is not reasonably available.
- Additional quotes or proposals are not required if additional work is identified during non-scheduled vehicle/equipment repairs that raise the total cost above the thresholds in Section 4.0 of this policy.
- Additional quotes are not necessary for purchases that are additions to infrastructure or equipment already in place and procured from the existing vendor.
- Items included in the approved Capital Equipment Plan (CEP) are authorized through the City's semi-annual Capital Equipment and Financing approval process. Capital equipment purchases not approved through this process are subject to the approval thresholds in Section 4.0 of this Policy.
- Inclusion of a project in the approved Capital Improvement Plan (CIP) does not constitute final project authorization. All CIP projects require separate City Council approval prior to bidding, contracting, or expending funds.

HISTORY			
Approval Date:	2004	**Approved By:**	City Council
Amendment Date:	12/09/2014	**Approved By:**	City Council
Amendment Date:	10/22/2019	**Approved By:**	City Council
Amendment Date:	06/22/2021	**Approved By:**	City Council

Purchasing Policy

1.0 Organization Affected

All Departments and the Municipal Liquor Store.

2.0 Policy Objectives

The objectives of the policy guidelines are:

- To support the local firms and merchants within the community whenever possible subject to meeting other expenditure guidelines objectives.
- To ensure City Funds are only used for public purposes.
- To obtain supplies, equipment, and services as economically as possible.
- To purchase materials which are best suited to the specific needs of departments.
- To improve the speed of delivery to departments by predetermining, through contracts or other appropriate means the sources of supply before the actual needs.
- To promote fair and open competition among bidders.
- To ensure compliance with all applicable policies, statutes, and regulations of the City, the State, and the Federal Government.

3.0 Local Purchasing Objectives and Criteria

Purchasing from local business and merchants is a high priority to support the economic vitality of the Rogers business community. Whenever economically possible, local vendors will be included in obtaining bids, quotes, or estimates to obtain supplies, equipment, and services. A local vendor may be selected on any of the following criteria:

- Low cost
- Availability of goods and services required by City departments
- Reduction of shipping or delivery costs and delivery time
- Quality of services and/or products

4.0 Public Purpose

All expenditures incurred by the City must be for a public purpose. An expenditure is made for a public purpose when it meets all of the following criteria:

- The expenditure must benefit the community as a body;
- The expenditure must be directly related to functions of the government; and
- The expenditure does not have as its primary objective the benefit of a private interest.

5.0 Prohibited Practices

All employees of the City shall comply will all City, State, and Federal statutory requirements regarding purchase of materials or services. The following practices are also specifically forbidden so as to not create a conflict of interest:

- Using information available to an employee solely because of their position for personal profit, gain, or advantage.
- Directly or indirectly furnishing estimating services, or any other services or information not available to all prospective bidders, to any person bidding on, or who may reasonably be expected to bid on, a contract.

- Using their position or status in the City to directly or indirectly solicit business of any kind for private use or to obtain supplies and equipment at special discounts or with special concessions from any vendor who sells or solicits sales to the City.

6.0 Purchasing – Standards and Methods

Department heads will be accountable for the purchasing done within their departmental budgets. Department heads may not code expenditures to other departmental budgets unless authorized. Furthermore, requests cannot be made for items outside the budget except under special circumstances related to the following:

- Emergency repairs and equipment replacement.
- Unforeseen and incidental expenses, which can be related to a Council approved project and Council approved Capital Equipment purchase.

In general, each department shall make purchases suited to the needs of the City. Purchases will not be separated into smaller purchasing components in order to eliminate a threshold authorization requirement. To facilitate a sound and cost-effective purchasing operations, City departments shall follow one of the following procurement methods:

Amount of Purchase	Type of Quote Required	Prior Approval Required By	Purchase Order Required
Under $1,000	None	None	No
Between $1,000 - $5,000	Two quotes preferred	Department Head	No
Between $5,000 - $10,000	Two quotes preferred	City Administrator and Finance Officer	Yes
Over $10,000 up to $25,000	Two quotes required	City Council	No, City Council Approval
$25,000 up to $175,000	Sealed bids optional or two quotes required	City Council	No, City Council Approval
Over $175,000	Sealed bids required	City Council	No, City Council Approval

6.1 Direct Negotiation

Contracts from $25,000 up to $175,000 can be let on sealed bids or direct negotiation, with a minimum of two quotations whenever possible. If the contract is let on direct negotiation, the quotations must be kept on file for a year.

6.2 Sealed Bids

Contracts from $25,000 up to $175,000 can be let on sealed bids or direct negotiation. Furthermore, Cities with populations of 2,500 or more must use the sealed bid process for contracts estimated to exceed $175,000.

For contracts let on sealed bids, the department head or designee shall prepare contract and bid specifications in conjunction with the project. The City Council shall approve the specifications and authorization to place and advertise for bids. The request for bids must be published at least once in the official newspaper and at least ten days in advance of the last date for the submission of bids. Bids must be kept on file. If there was no notice given or sealed bids solicited, documentation that a special emergency (a situation requiring immediate action essential to the health, safety, or welfare of the City) existed is required. If the contract was not awarded to the lowest responsible bidder, reasonable and appropriate reasons must be documented by resolution. Public improvement contracts will follow other requirements as outlined in Minnesota Statutes.

6.3 State of Minnesota Cooperative Purchasing Venture

For contracts related to the purchase of supplies, material, or equipment over $25,000, the City must consider the availability, price, and quality of the supplies, materials, or equipment available through the State's cooperative purchasing venture before purchasing through another source.

6.4 Purchase Orders

All purchase orders must be obtained prior to the ordering of merchandise or services. If exact costs are unknown, an estimate will be sufficient.

The Purchase Order shall be completed and signed prior to purchasing the item requested.

The Purchase Order shall include:

- The date of purchase order,
- The purchase order number (sequentially numbered),
- The name, address, and contact information for the vendor,
- A description of the item(s) to be purchased,
- The quantity,
- The cost including tax and shipping if available, and
- The budget code to be charged.

The Purchase Order shall be signed by the Department Head, the Finance Director, and the City Administrator.

A copy of the Purchase Order shall be given to the Finance Department prior to the purchase. The quotations obtained for the item(s) to be purchased should be attached the purchase order unless special circumstances are noted.

The department head is responsible for ensuring that adequate funds are available in the budget for the item(s) requested.

After the above steps have been completed, the item(s) may be purchased.

6.5 Exceptions to Requirement for a Purchase Order

The exceptions to the requirement for a purchase order are the general categories of refunds, meeting expenses, travel authorization, mileage reimbursement (for which the claim forms are provided), utility bills, maintaining inventory and items for resale, and certain recurring

contractual expenses which occur after the initial order. If the contractual charges are for a specified period of time, a purchase order is required. This is not a "recurring" expense within the meaning of this policy. An additional exception occurs when payment is specifically ordered by the City Council as in the case of land purchase or other such agreement or a contract awarded by the Council.

6.6 Exceptions to Competitive Bidding Requirements

If the municipality contracted for the purchase of supplies, materials, or equipment without regard to competitive bidding requirements, the purchase must be through the State of Minnesota's cooperative purchasing venture or a national municipal association's purchasing alliance or cooperative created by a joint powers agreement that purchases items from more than one source on the basis of competitive bids of competitive quotations. Other exceptions include bids for professional services, insurance contracts, reverse auctions, purchases from other government agencies, real estate, public safety equipment, and others as noted in Minnesota Statute Section 471.345.

6.7 Exceptions to Advance Approval by City Council

The budgets approved by the City Council allocates funds for the purchase of personnel, supplies, other services, and capital. The City Council must approve all claims. Budgeting for an expenditure does not constitute payment approval authority. There are exceptions to the general requirement that City Council approval be obtained. These exceptions include:

- Salaries and wages fixed by law or by Council.
- Settlements of lawsuits and judgments against the City.
- Principal and interest payments on obligations of the City.
- Rent and other fixed charges (as set by contract and previously authorized by Council).
- Claims arising from the City's failure to perform a statutory duty.
- Emergency repairs and equipment replacement.

7.0 Claims/Acquisition Process

The City executes purchases depending on the dollar amount and nature of the purchase. Staff making purchases according to standards and methods will adhere to the following processes:

- Itemized sales receipts, invoices, and a description of the purchase are required.
- Payment requests related to departmental purchases are reviewed and approved by the department manager to ensure accuracy of coding and to be in line with the departmental budget.
- Payment requests are to be submitted timely as Minnesota State Statute requires the City to make payment within 35 days of receipt.
- The Finance Director, prior to City Council reviews the claims and claim register.
- City Council reviews and approves all purchases by City staff at each Council meeting by the consent agenda.

The required signature on all checks is three of the following: Finance Director/Treasurer, Assistant City Administrator/Clerk, Mayor, or City Administrator.

STAFF REPORT **Meeting Date**: March 10, 2026

ROGERS CITY COUNCIL **Agenda Item**: 7.3

Subject: Approve Professional Services Agreement (PSA) with SRF Inc. for Intersection Concept Design at Main Street and 129th Avenue/Memorial Drive, City Project No. 1811

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

Recommended Council Action

Motion to Approve Professional Services Agreement (PSA) with SRF for Intersection Concept Design at Main Street and 129th Avenue/Memorial Drive, City Project No. 1811

Overview / Background / Analysis

At the October 6, 2025, Transportation Task Force, it was recommended that staff solicit proposals for engineering services to develop intersection concept design for the intersection of Main Street and 129th Avenue/Memorial Drive. In January, 2026, staff requested proposals from qualified engineering and planning firms to prepare a concept design for the intersections of Main Street (CSAH 150) and 129th Avenue and Memorial Drive including the Burlington Northern Santa Fe Railroad crossing. The goal was to improve safety, reduce delays, and support future growth in the area while maintaining our partial train whistle ban. Main Street is a Hennepin County road and 129th Avenue and Memorial Drive are Municipal State Aid (MSA) streets. The city is currently negotiating a Jurisdictional Transfer Agreement (JTA) with Hennepin County for the city to acquire Main Street.

The Request for Proposals (RFP) was issued to four engineering firms with familiarity with the city, Main Street and working with Burlington Northern Santa Fe (BNSF). Bolton & Menk, Kimley-Horn, SRF Inc., and WSB Engineering were asked to submit proposals. WSB Engineering advised staff on February 11, 2026 that they would not be proposing. The three remaining firms all submitted proposals. The proposals were reviewed and technically rated by engineering staff on a 10 point must system with the following results:

	Bolton & Menk			Kimley Horn			SRF		
Task	Hours	Fee	Score	Hours	Fee	Score	Hours	Fee	Score
Data Review	30	$ 5,072.00	10	22	$4,255.00	9	12	$2,104.00	8
Existing Conditions Assessment	62	$ 9,837.00	8	67	$10,995.00	9	68	$11,328.00	10
Development of Concept Alternatives	76	$ 12,920.00	8	128	$19,710.00	9	70	$12,346.00	10
Evaluation of Alternatives	63	$ 10,812.00	8	115	$24,500.00	8	118	$21,982.00	10
Recommended Concept	22	$ 4,014.00		21	$4,470.00		66	$11,168.00	
Meetings and Coordination	24	$ 5,022.00		88	$11,040.00		66	$15,564.00	
Expenses								$332.50	
Subtotal	277	$ 47,677.00	10	441	$74,970.00	8	400	$74,824.50	9
			44			43			47
Proposal									
Project Team			8			9			10
Schedule			10			10			10
Value Add		Engagement	9		None	8		Simulation	10
Experience			8			9			10
Content			9			8			10
Subtotal			44			44			50
Total Score			88			87			97

Staff agreed that SRF had the technically superior proposal. They felt that Bolton & Menk significantly underestimated the time and effort that the BNSF coordination and the evaluation of alternatives would require.

Staff Recommendation

Motion to Approve Professional Services Agreement (PSA) with SRF for Intersection Concept Design at Main Street and 129th Avenue/Memorial Drive, City Project No. 1811

Financial Impact: $78,824.50 **Source Fund**: 402, MSA

Budgeted? Yes

Supporting Documentation

A. SRF Consultant Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made on the 10th day of March, 2026, between the **CITY OF ROGERS, 22350 S. Diamond Lake Road, Rogers MN 55374** ("City") and **SRF, Inc. 3701 Wayzata Boulevard, Suite 100, Minneapolis, MN 55416** (“Consultant”).

Preliminary Statement

The purpose of this Agreement is to set forth terms and conditions for the provision of professional engineering services by the Consultant for the City.

The City and Consultant agree as follows:

1. **Consultant's Services**. The Consultant agrees to provide professional services as described in Exhibit A, Scope of Work, attached hereto and incorporated herein. Consultant agrees to use the City's standard specifications in any bidding documents prepared under this Agreement. The requirements of this section may be waived by the City if the City Engineer determines that they are not necessary for the successful completion of the project. Consultants requesting a requirement to be waived must have written authorization from the City Engineer.

2. **Time for Performance of Services**. The Consultant will perform the services outlined in Exhibit A, Scope of Work within the prescribed days from the date of the contract award. Any changes in this schedule must be approved in writing by the City.

3. **Compensation for Services**. City agrees to pay the Consultant for services as described in Exhibit A, Scope of Work as may be amended from time to time by mutual written agreement by City and Consultant.

4. **Method of Payment**. The Consultant must submit itemized bills for services provided to the City on a monthly basis. Bills submitted will be paid in the same manner as other claims made to the City.

   For work reimbursed on an hourly basis, the Consultant must indicate for each employee, his or her classification, the number of hours worked, rate of pay for each employee, a computation of amounts due for each employee, the total amount due, the original contracted amount, the current requested amount and the total amount. Consultant must verify all statements submitted for payment in compliance with Minnesota Statutes Sections 471.38 and 471.391. For reimbursable expenses, the Consultant must provide such documentation as reasonably required by the City.

5. **Audit Disclosure**. The Consultant must allow the City or its duly authorized agents reasonable access to such of the Consultant's books and records as are pertinent to all services provided under this Agreement.

Any reports, information, data, etc. given to, or prepared or assembled by the Consultant, under this Agreement which the City requests to be kept confidential must not be made available to any individual or organization without the City's prior written approval. All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant will become the property of the City upon termination of this Agreement, but Consultant may retain copies of such documents as records of the services provided and may reuse standard portions of such documents in the normal course of its business.

6. **Term**. The term of this Agreement will be from July 26, 2023 through final project closeout by the City Council and receipt of all Consultant deliverables, the date of signature by the parties notwithstanding. This Agreement may be extended upon the written mutual consent of the parties for such additional period as they deem appropriate, and upon the terms and conditions as herein stated.

7. **Termination**. This Agreement may be terminated by City by seven (7) day's written notice to Consultant delivered to the address written above. Upon termination under this provision, the Consultant will be paid for services rendered and reimbursable expenses incurred prior to the effective date of termination.

8. **Subcontractor**. The Consultant must not enter into subcontracts for any of the services provided for in this Agreement without the express written consent of the City.

9. **Independent Contractor**. At all times and for all purposes hereunder, the Consultant is an independent contractor and not an employee of the City. No statement herein shall be construed so as to find the Consultant an employee of the City.

10. **Assignment**. Neither party will assign this Agreement, nor any interest arising herein, without the written consent of the other party.

11. **Services Not Provided For**. No claim for services furnished by the Consultant not specifically provided for herein will be honored by the City.

12. **Severability**. The provisions of this Agreement are severable. If any portion hereof is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision will not affect the remaining provisions of the Agreement.

13. **Entire Agreement**. The entire Agreement of the parties is contained herein. This Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions or waivers of the provisions of this Agreement will be valid

only when expressed in writing and duly signed by the parties unless otherwise provided herein.

14. **Compliance with Laws and Regulations**. In providing services hereunder, the Consultant must abide by all statutes, ordinances, rules and regulations pertaining to the provision of services to be provided. Any violation will constitute a material breach of this Agreement and entitle the City to immediately terminate this Agreement.

15. **Waiver**. Any waiver by either party of a breach of any provisions of this Agreement will not affect, in any respect, the validity of the remainder of this Agreement.

16. **Indemnification**. The Consultant must indemnify and hold harmless the City, its employees and agents, for all claims, damages, losses and expenses, including but not limited to attorney's fees which they may suffer or for which they may be held liable, as a result of, and to the extent of, the negligent or wrongful acts of the Consultant, his or her employees or anyone else for whom he or she is legally responsible in the performance of this Agreement.

17. **Insurance**. During the term of this Agreement, Consultant must maintain a general liability insurance policy with limits of $1,500,000 for each occurrence and $2,000,000 aggregate, for both personal injury and property damage.

    This policy shall name the City as an additional insured for the services provided under this Agreement and shall provide, as between the City and the Consultant, that the Consultant's coverage shall be the primary coverage in the event of a loss. If the Consultant is providing either architectural or engineering services, the Consultant must also maintain during the term of this Agreement a professional liability insurance policy with the same limits as for general liability. A certificate of insurance on the City's approved form which verifies the existence of these insurance coverages must be provided to the City before work under this Agreement is begun.

18. **Governing Law**. This Agreement will be controlled by the laws of the State of Minnesota.

19. **Whole Agreement**. This Agreement embodies the entire Agreement between the parties including all prior understanding and agreements, and may not be modified except in writing signed by all parties.

Executed as of the day and year first written above.

CITY OF ROGERS

By:_____
Shannon Klick, Mayor

Date:_____

By:_____
Steven Stahmer, City Administrator

Date:_____

SRF

By:_____

Its: Contracts Officer

Date:_____

CITY OF RODGERS

INTERSECTION CONCEPT DESIGN FOR MAIN STREET AND 129TH AVENUE/MEMORIAL DRIVE

PROJECT UNDERSTANDING

Main Street (CSAH 150) is the main north/south roadway through the City of Rogers and serves as a key corridor for both residents and commuters. Rogers, like many communities on the outer ring of the Twin Cities metropolitan area, has seen accelerated residential and business growth. This rapid growth, built around an existing roadway infrastructure set over 50 years ago, has made Main Street a regional bypass for residents and commuters, allowing them to avoid the recurring congestion on I-94 to reach destinations outside the Rogers area. This regional traffic, combined with local traffic on Main Street, has created undesirable conditions for both multimodal users and vehicles trying to traverse Main Street and cross it. The City of Rogers is currently constructing the Fletcher Bypass to help alleviate issues along Main Street. Still, additional improvements along Main Street are needed to support the vision for Downtown Rogers.

The intersection of Main Street, 129th Avenue, and Memorial Drive is one of the worst intersections to traverse for all users along Main Street due to its current design, which features two T-intersections separated by the BNSF railroad crossing. Due to the intersection's design, multimodal users must use extreme caution when traversing it, as it features unsafe crossings and inadequate sight lines. In addition to the unsafe pedestrian environment, the intersection experiences excessive delays for 129th Street and Memorial Drive traffic, leading to aggressive driving behaviors and drivers pulling out into traffic. In addition to the delays drivers experience, the sight lines at the intersection are subpar, particularly when downtown visitors use on-street parking. When vehicles are parked along Main Street, it becomes extremely difficult to safely identify an acceptable gap without pulling out into the traveled way.

This project aims to support the recent downtown master planning efforts completed by the City of Rogers over the past five years by developing alternatives that support a more multimodal friendly environment, reduce delays for residents accessing Main Street, and support the partial train whistle ban. **The project will identify a preferred intersection alternative for inclusion in the upcoming Main Street Reconstruction project, which extends from CSAH 81 (Industrial Boulevard) to CSAH 159 (Territorial Road). This work will support the Hennepin County jurisdictional transfer associated with the construction of the Fletcher Bypass.** This project represents a key first step in implementing the Main Street corridor vision—improving safety and operations while laying the foundation for sustained economic vitality in one of Rogers' most important corridors.

APPROACH AND WORK PLAN

3.1 Data Review

As part of this task, SRF will use available data from the City of Rogers and Hennepin County to minimize the need for additional counts at the intersection. **Based on a desktop review of available data, a 13-hour vehicular count is anticipated.** Hennepin County conducted a pedestrian/bicycle-only count in 2017. If needed, the new 13-hour count would include both vehicles and pedestrians and would help supplement the alternatives analysis process.

3.2 Existing Conditions Assessment

Traffic Operations

As part of the existing conditions assessment, SRF will leverage the Highway Capacity Software (HCS) to analyze existing conditions related to vehicle operations during non-freight events/conditions. SRF will model both the existing a.m. and p.m. peak hours. This information will be used to establish baseline traffic operations for the intersection. In addition to the traffic operations analysis, SRF will also document the existing multimodal environment and parking around the study intersection.

Value-add: As a value-added task, SRF could prepare a more detailed PTV VISSIM model to enable microsimulation of existing and future conditions. This model would be used for operations analysis and as a visualization tool to support public engagement and conversations with BNSF.

Existing Utilities

Existing utility information will be compiled through a Gopher State One Call (GSOC) and review of available record plans for sanitary sewer, water main, and storm sewer infrastructure. This information will be used to identify potential utility conflicts, assess impacts to concept alternatives, and inform cost and constructability considerations. According to the Rogers 2040 comprehensive plan, sanitary sewer and water main facilities cross the railroad tracks.

ADA Compliance

The ADA Compliance Review will be used to identify design challenges and establish minimum accessibility improvements required by the City. SRF will visit the project intersection to document existing conditions. For those curb ramps with relatively recent construction and truncated domes, such as the Main Street crossing just north of the railroad tracks, SRF will measure slopes with a smart level to assess compliance with the latest PROWAG requirements. Ramp running slopes, cross slopes, landing slopes, and curb flowline slopes will be measured and compared to their respective maximum values. **For ramps without truncated domes, such as the sidewalk termini at 129th Avenue North and Memorial Drive, non-compliance is**

clearly established without measurement. SRF will assess the compliance of existing sidewalks by measuring the width of the pedestrian access route, cross-slopes at regular intervals, and documenting any gaps or changes in level that exceed PROWAG's half-inch maximum.

The primary deliverable of the ADA Compliance Review is a completed checklist of ADA requirements for all existing curb ramps and sidewalks within the anticipated project limits. SRF will provide the original checklists and an aerial photo, along with field notes and sketches, to link collected data to the correct locations on site. Ultimately, design solutions will incorporate accessibility improvements that ensure ADA compliance of the proposed intersection.

3.3 Development of Concept Alternatives

Concepts

Concept alternatives will be prepared for the intersection design and will look to address issues identified during the existing conditions assessment. SRF will look to expand on previous concepts developed for the intersection as part of the designs completed for the City previously and Hennepin County Transportation Prioritization project. The concept layouts will identify potential impacts and design considerations (i.e., property or environmental impacts, existing utility and drainage impacts, rail crossing considerations, grade differences that may require retaining walls, etc.). SRF will review and provide recommendations for flexible designs that incorporate context-sensitive design concepts appropriate for the intersection, supporting both non-motorized users and vehicular traffic. For any included roundabout alternative, parameters such as the fastest path, phi angles, truck turning movements, entry widths, sight triangles, alignments, and vertical profiles will be checked to ensure the roundabout configuration is feasible.

A list of pros and cons will be developed for each alternative.

Stormwater

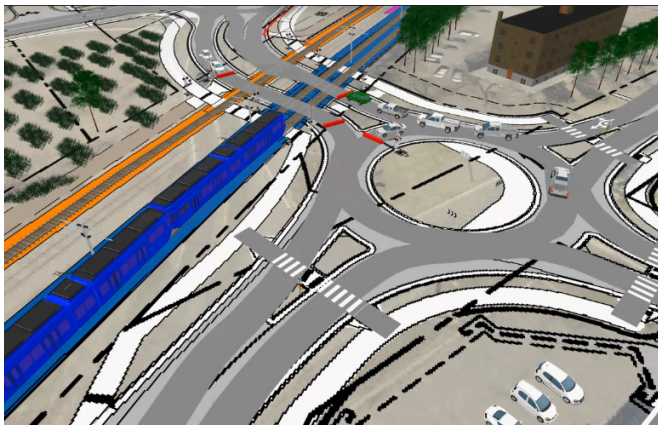
SRF will evaluate existing drainage patterns at the intersection to identify any issues that must be addressed in the design. The project will be required to meet Elm Creek Watershed Management Commission (ECWMC), MPCA (NPDES), and city stormwater regulations before discharging to Fox Creek and the Crow River. Stormwater BMP needs and opportunities will be assessed with the assumption that construction will occur as part of the broader corridor improvements. This larger project scope will trigger full ECWMC and NPDES stormwater requirements, but will also create additional opportunities for BMP implementation along the corridor. City-owned parcels near the intersection will be reviewed for potential BMP locations, and concept-level BMP costs will be incorporated into the overall estimate. Available information indicates there are no existing storm sewer or culvert crossings of the BNSF railroad in the immediate vicinity (the nearest known culvert is approximately 1,000 feet to the southeast). The intersection concepts will be developed to minimize surface drainage toward the railroad right-of-way and to maintain existing drainage patterns as closely as possible, thereby reducing the likelihood of needing new pipe crossings under the railroad. The findings of the stormwater evaluation will be summarized and included with the recommended concept.

3.4 Evaluation of Alternatives

Safety and Traffic Analysis

As part of the alternatives analysis, similar to the existing conditions analysis, SRF will leverage HCS to analyze future vehicular operations for each alternative developed in Task 3.3. In addition to vehicle operations, SRF will also explore each alternative from a multimodal perspective using Pedestrian Level Traffic Stress (PLTS) and Bicycle Level of Traffic Stress (BLTS). To analyze safety, SRF will leverage crash modification factors to understand how each alternative improves safety.

If the value-add VISSIM model is selected, SRF will leverage the Surrogate Safety Assessment Methodology (SSAM) to quantify the change in near-misses across the alternatives. In addition to the SSAM analysis, SRF will produce a visualization of the preferred alternative to showcase operations and illustrate how the intersection will operate during a freight event. This visualization will be utilized for any public engagement and meeting with BNSF.



*Watch example video **here** of visualization from Blue Line Project at West Broadway Avenue*

Constructability

Construction staging for an intersection project with a railroad crossing like this is more than maintaining traffic. Construction staging must also consider whether the contractor has enough room to work, how the contractor accesses the work area, the overall construction duration, and, most importantly, ensuring the project can be constructed safely for workers and the public while maintaining business access during construction. Jeff Kurth will use his experience in leading construction projects to review the proposed staging plan and work with designers to develop a plan that meets all these requirements.

Railroad Coordination

SRF brings extensive experience coordinating with BNSF Railway on at-grade railroad crossing improvement projects. Our team has a thorough understanding of BNSF's review and approval processes. For this project, the proximity of the proposed roundabout alternatives to the railroad right-of-way will require careful evaluation of spacing, storage lengths, and operational performance to ensure vehicles can fully clear the tracks and that roundabout operations do not increase the potential for queue spillback or track blockage. SRF will evaluate the alternatives in accordance with NCHRP Report 1043 – Guide for Roundabouts, the MUTCD, and the Federal Railroad Administration's Highway-Rail Crossing Handbook, as well as BNSF-specific requirements. Our team will prepare documentation summarizing design considerations, anticipated railroad coordination requirements, and key factors necessary to support BNSF review and approval.

In preparation for this project, SRF initiated coordination with BNSF's Manager of Public Projects, Alexis Jones, to discuss potential design considerations and the railroad's concept evaluation process. Based on this discussion, key factors in BNSF's review will include the proximity of proposed roundabouts to the railroad crossing (with a preference that roundabouts be located outside of railroad right of way limits), drainage impacts to railroad facilities, and opportunities to improve the existing crossing geometry—specifically reducing the skew angle, with a 90-degree crossing preferred where feasible. BNSF also indicated that, depending on the alternative advanced, an on-site diagnostic review meeting may be required to evaluate operational, safety, and infrastructure considerations prior to concurrence.

SRF will initiate contact early in the project and maintain ongoing coordination with BNSF Railway during project and concept development. Proactive engagement with BNSF reduces approval risk, minimizes the potential for late-stage redesign, and helps maintain project schedule and budget certainty.

Early coordination will allow the team to validate key design assumptions, review operational analyses (including queue length and storage evaluations), and identify any required crossing modifications, protective measures, or submittal requirements necessary for future BNSF review and approval.

Our proposed coordination approach includes:

- **Initial Agency Coordination Meeting:** Establish BNSF points of contact and convene an early coordination meeting with BNSF and stakeholder agencies to review existing site conditions, discuss potential improvement concepts, and identify known constraints, railroad standards, and review expectations that must inform concept development.
- **Ongoing Design Coordination:** Provide periodic updates during concept development to confirm evolving alternatives align with BNSF guidelines and operational requirements. This step ensures potential concerns are identified and addressed in real time rather than after a preferred alternative is selected.
- **Concept Review Meeting:** Facilitate a follow-up coordination meeting with BNSF and stakeholder agencies to present developed concepts and summarize operational evaluations. This discussion will focus on identifying outstanding issues, confirming feasibility from a railroad perspective, and establishing a clear path forward for refinement of the recommended alternative.

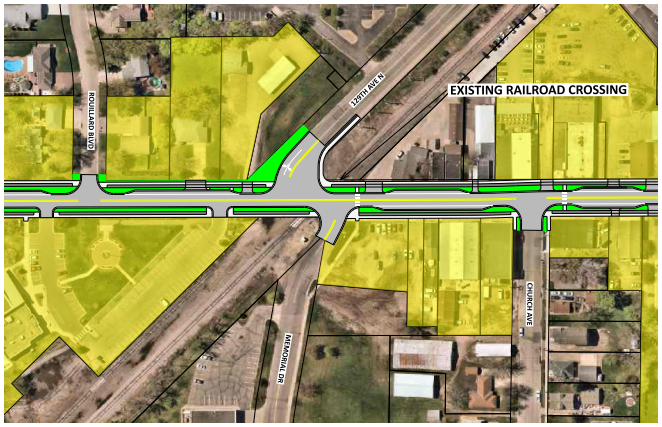
This proactive coordination strategy positions the project for a smoother approval process and strengthens the defensibility of the recommended concept.

Cost Estimates

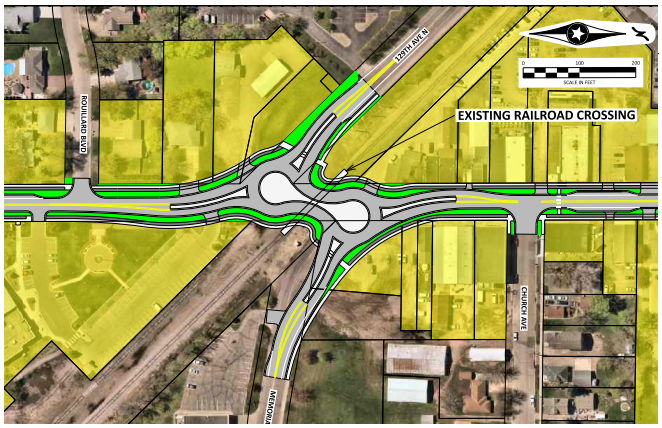
Our team will also complete the necessary cost estimates for each alternative utilizing the SRF "one-pager" cost estimate format. The estimate accounts for known quantities calculated from concept alternatives (curb & gutter, pavement, sidewalk, etc.) and uses percentages for other anticipated quantities (mobilization, traffic control, etc.) and project risk. The cost estimates will also include information on estimated railroad crossing modifications/improvements and flagging operations.

3.5 Recommended Concept

The preferred alternative will be selected based on input from City staff and a structured evaluation of alternatives using an evaluation matrix. Anticipated evaluation criteria include property and utility impacts, environmental considerations, BNSF acceptance, constructability, and overall project cost. Following the selection of the preferred alternative, a refined layout will be developed for incorporation into the overall Main Street Reconstruction project.



SRF recently developed a concept for CSAH 150 that included this intersection as part of the Hennepin County Transportation prioritization project



Potential roundabout alternative that ties into adjacent corridor improvements.

3.6 Meetings and Coordination

The SRF team will prepare for, attend, and facilitate meetings to discuss and coordinate the concept and cost estimation process. The following is a list of assumptions for this task:

- A kick-off meeting will be held to initiate the project and confirm the schedule approach to completing the project.
- Four meetings will be held to review concept alternatives and cost estimates, and to discuss the selection of a preferred alternative.
- Two coordination meetings with BNSF railroad staff to discuss alternatives, understand constraints, and gather input for concept evaluation.

SCHEDULE

TASKS	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEP
Project Management								
Meetings								
1.0 Data Review								
2.0 Existing Conditions								
3.0 Develop Concept Alternatives								
4.0 Evaluation of Alternatives								
5.0 Recommended Concept								

◆ *Kickoff Meeting*

◆ *Review Meeting*

RM#1 - Meeting will identify potential alternatives for consideration (will account for information provided by BNSF)

RM#2 - Check-in meeting with City staff to review concept alternatives and evalution process for selecting preferred alternative

RM#3 - Meeting to select preferred alternative

RM#4 - Progress meeting to confirm deliverables and discuss next steps for Main Street reconstruction project

◆ *Railroad Meeting*

RR#1 - Engage BNSF railroad staff to identify design considerations and process for improvement implementation

RR#2 - Discuss alternatives with BNSF railroad staff and gain input for concept evalution

◆ *Public Meeting*

Present preferred alternative and summary of study recommendations

PROJECT TEAM & QUALIFICATIONS

Full page resumes for staff and sample projects are located in the Appendix.

City of Rogers Project Manager

Jon McPherson, PE
SRF Project Manager

Stakeholders
BNSF Railroad
Hennepin County
Business Owners
Residents
Private Utility Owners

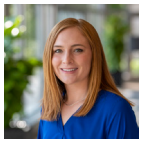
Project Team
Justin Sebens, PE | SRF – Traffic Engineer/Alternatives Development
Emily Hodnefield, PE | SRF – Concept Design
Joel Johnson, PE | SRF – BNSF Railroad Coordinator
Jeremy Nielsen, PE | SRF – Drainage Design
Brady Rutman, PE, PLA | SRF – ADA Design
Jeff Kurth, PE | SRF – Constructability

Jon McPherson, PE | SRF | Project Manager

Jon has over 20 years of engineering experience working as a member of design teams for a wide range of highway and municipal projects. He has worked on the preliminary and final design of highways including several interchanges, RCUT's, local municipal roadways and trails as well as construction administration / observation and inspection. Jon's experience includes alignments, profiles, cross sections, staging/traffic control, utility coordination and preparing contract documents and cost estimates. Jon is well versed in leading project teams (including subconsultants), clearly communicating project risks, and working along side agency clients and partners to deliver timely and quality products.

Justin Sebens, PE | SRF | Traffic Engineer/Alternatives Development

Justin has over 12 years of transportation experience in the private sector with a focus on traffic studies and visualization at the national, state, regional, and local levels. His work has included a variety of traffic studies ranging from freeway capacity studies, corridor level capacity studies, small to medium traffic studies for local developments and railroad crossing studies in Minnesota and Iowa. His main projects include the Green Line LRT Extension Study, Blue Line Extension Study, Rochester Destination Medical Center Study, and the Highway 252 Scoping Decision Document Study. Justin also has extensive experience incorporating transportation models into digestible visualizations. Some of his visualization projects include the Mountain View, California Transit Hub Bus Operations, Blue Line LRT Extension Operations, Allianz Game Day Pedestrian Simulation, and the Hwy 212 RCUT Simulation.



Emily Hodnefield, PE | SRF | Concept Design

Since joining SRF in 2018, Emily has been involved in a wide range of projects, working through concept development, preliminary design, final design, utility coordination, and construction inspection. Projects have included both State Aid and Trunk Highway projects in an array of different settings, including rural, urban, and interchange projects. She has completed final design for several roundabouts and developed concept designs for over 40 corridors within Hennepin County with many including roundabouts.

Joel Johnson, PE | SRF | BNSF Railroad Coordinator

Joel has 27 years of civil engineering experience. His engineering expertise includes municipal and roadway design, railroad crossing design, railroad and utility coordination, drainage design, construction plan preparation and design activities, cost estimation, stormwater pollution prevention plans, and permit applications. Joel has performed several roadway design tasks dealing with rail crossings for several Class I railroads. This includes rail crossing approach design, railroad coordination activities for permitting and flagging, field inspection, and operational reviews.

Jeremy Nielsen, PE | SRF | Drainage Design

Jeremy's hydraulics experience has encompassed roadway drainage, storm sewer, culvert, open channel, and stormwater best management practice (BMP) design. He has employed various hydrologic numerical and analytical models to optimize BMPs for rate and volume control in addition to water quality treatment. His experience includes designs in highly constrained areas, considering the effects of man-made barriers such as bridges, retaining walls, and railways, and natural barriers such as bluffs and rivers. Jeremy's projects have included roadway drainage preliminary and final designs, environmental documentation, and SWPPP design.

Brady Rutman, PE, PLA | SRF | ADA Design

For 12 years, Brady has been SRF's ADA specialist. Brady has been immersed in stand-alone ADA improvement projects, regional trails, site development projects, urban design, transit design, highway design, park design, and pedestrian improvement projects. He thrives in the role of reviewing plans and offering ADA design guidance to SRF's designers and clients. Over the last 4 years he led the design of over 650 combined curb ramp quadrants in urban settings, all compliant per MnDOT ADA Standards. He also developed design concepts for multimodal pedestrian/bicycle related improvements for Safe Routes to School engineering studies for more than 30 communities and school districts across Minnesota.

Jeff Kurth, PE | SRF | Constructability

Jeff has 20 years of experience in the construction industry performing project management, construction administration, quality control, inspection, materials testing, and engineering analysis. Jeff is a client-focused, team-oriented engineer with a diverse project background. His experience and expertise include managing inspection and materials testing staff, overseeing construction contracts including executing contract changes, and providing training and support to staff regarding quality practices, specifications, inspection requirements, and material testing and sampling.

COST ESTIMATE

Summary of Hours	PROF. VIII-VII	PROF. VI	PROF. V	PROF. IV	PROF. III	PROF. II	PROF. I	TOTALS	FEE
1. Data Review	-	4	-	-	4	-	4	12	$2,104.00
2. Existing Conditions Assessment	4	4	8	-	18	10	24	68	$11,328.00
3. Development of Concept Alternatives	6	6	-	10	24	24	-	70	$12,346.00
4. Evaluation of Alternatives	14	32	-	-	40	-	32	118	$21,982.00
5. Recommended Concept	8	4	-	-	20	22	12	66	$11,168.00
6. Meetings and Coordination	28	26	-	-	12	-	-	66	$15,564.00
TOTALS	**60**	**76**	**8**	**10**	**118**	**56**	**72**	**400**	**$74,492.00**
Average Hourly Billing Rate	$273.00	$228.00	$216.00	$190.00	$166.00	$144.00	$132.00		
SRF Estimate of Direct Non-Salary Expenses:									
Mileage			Personal Vehicles - 100 Miles @ $.0725						$72.50
Video Based Processing									$260.00
								SRF EXPENSES:	**$332.50**
TOTAL ESTIMATED FEE									**$74,824.50**
7. Optional Tasks									
VISSIM Analysis	-	14	-	-	28	-	64	106	$16,288.00

Please see appendix for detailed scope and fee.

APPENDIX

SIMILAR PROJECT

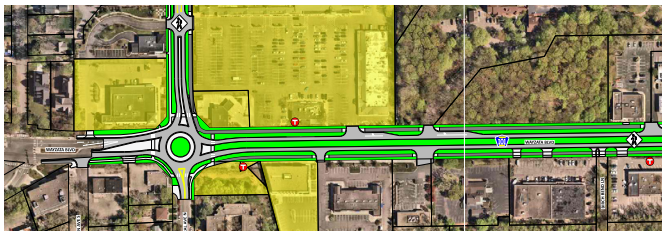
RESUMES

DETAILED SCOPE FEE

SIMILAR PROJECTS

Hennepin County Regional Solicitation and Transportation Prioritization

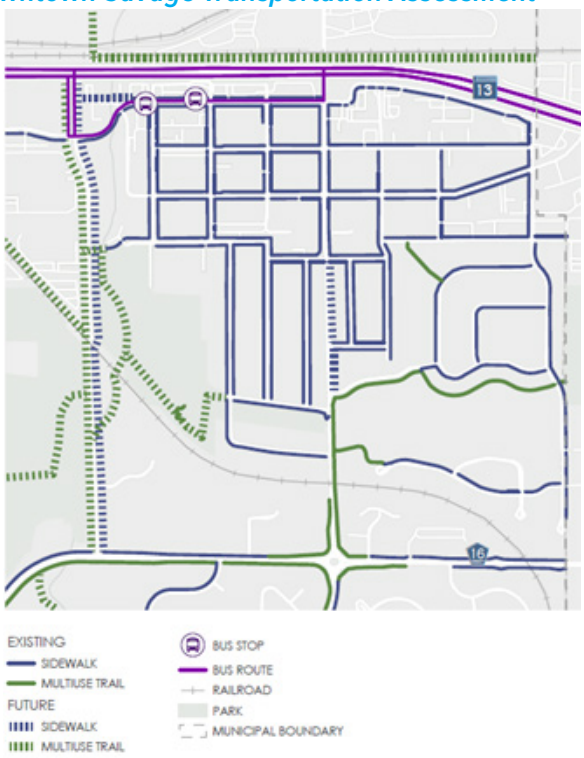
SRF has partnered with Hennepin County since 2018 to provide concept design, cost estimation, and application development support for more than 80 locations through the County's Transportation Prioritization and Regional Solicitation/HSIP programs. Concept layouts prepared for funding applications and capital improvement planning clearly documented environmental and infrastructure constraints—wetlands, floodplains, utilities, buildings, and topography—alongside state-aid design standards, alignments, and cross sections. This comprehensive approach enabled stakeholders to understand right-of-way needs, structure impacts, and property considerations early in the process, resulting in well-informed project decisions and successful implementation. Hennepin County has consistently leveraged SRF's layouts and cost estimates to coordinate with local stakeholders, identify funding opportunities, and incorporate improvements into its Capital Improvement Program.



Potential concept from CSAH 15 (Wayzata Boulevard) Reconstruction

Potential concept from CSAH 32 (Penn Ave) Reconstruction

Downtown Savage Transportation Assessment



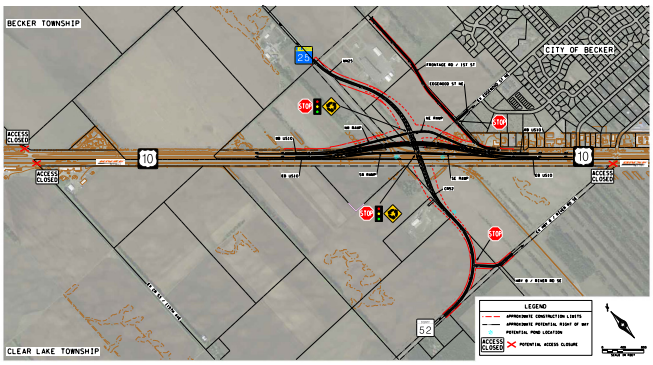
SRF completed an assessment of downtown Savage which considered long-term impacts to from proposed access changes and improvements upgrading Highway 13, a principal arterial, to a freeway facility in the long-term, as well as understanding other transportation network improvements for all modes. As part of that study, various access alternatives and preliminary local roadway projects were identified, including a preliminary implementation plan. The Highway 13 Corridor Study focused on local roadway improvements which this downtown study vetted and updated in accordance with local needs.

The analysis completed for the city included review of the preliminary alternatives and plans developed as part of the Highway 13 study, better define current users and travel patterns within downtown Savage, assess potential impacts associated with the Highway 13 alternatives, and identify, evaluate, and prioritize local transportation improvements needed to support the City's vision while providing safe and efficient transportation for all ages, abilities, and incomes. The outcome included a clear implementation plan in which the city could coordinate with Scott County and MnDOT, as well as prioritized intersection, corridor, and multimodal improvements to leverage existing and planned projects. This study began a longer-term process of visioning and planning for the downtown's zoning, land use, and development, as well as wayfinding/streetscape improvements.

City of Sioux City Railroad Quiet Zones | Sioux City, Iowa

SRF has partnered with the city of Sioux City, Iowa to assess and implement three separate quiet zones within the city. These quiet zones were in the Downtown, Leeds and Riverside neighborhoods of the city and consisted of over ten public and private crossings all on BNSF rail lines. The work included extensive coordination the Federal Railway Administration (FRA), the Iowa Department of Transportation, the City and BNSF and UP railroad staff. The project developed concepts that accounted for vehicle traffic, bicycle and pedestrian traffic, and local business and stakeholder needs. The design adhered to federal, state, city and BNSF railroad guidelines and regulations to provide a viable design that emphasized safety for all users. Coordination activities included on-site diagnostic meetings and periodic coordination calls and correspondence to keep all stakeholders informed and bring them through the process. The work included development of concept, preliminary and final cost estimates accounting for proposed improvements and railroad insurance and flagging costs as well as costs for railroad improvements such as gates and bungalows.

Sherburne County US 10 at MN 25 & CR 52



The project studied nine conceptual interchange alternatives along US 10 at MN 25 and Sherburne CR 52 in a proactive planning for future infrastructure investments in and around the Becker Business Park due to XCEL Energy decommissioning its Sherco Plant in Becker. The study included documenting the project need, alternatives evaluation, and a preliminary social, economic, and environmental (SEE) scan, impacts, estimated right of way and construction costs. It involved regular coordination with the State, City, Townships and the BNSF railroad as well as public engagement with residents, businesses and other stakeholders both on an individual and group basis. It addressed the railroad's comments and needs regarding access control, maintenance, and maintenance access within this constrained corridor.

Areas of Expertise

- Project Management
- Preliminary and Final Design
- Construction Plan Preparation
- Roadway Design – Highways and Interchanges
- Streets (State and Federal Process)
- Construction Inspection
- Design Review
- Utility Coordination
- Cost Estimation
- Quality Control

Education

Bachelor of Civil Engineering, University of Minnesota, 2004

Registration

Professional Engineer:

Minnesota #47160

MnDOT Certifications

Aggregate Production

JON MCPHERSON, PE | PROJECT MANAGER

Jon has over 20 years of engineering experience working as a member of design teams for a wide range of highway and municipal projects. He has worked on the preliminary and final design of highways including several interchanges, RCUT's, local municipal roadways and trails as well as construction administration / observation and inspection. Jon's experience includes alignments, profiles, cross sections, staging / traffic control, utility coordination and preparing contract documents and cost estimates. Jon is well versed in leading project teams (including subconsultants), clearly communicating project risks, and working along side agency clients and partners to deliver timely and quality products.

Project Experience

Hennepin County Regional Solicitations, Minnesota. Jon managed the 2024 Transportation Prioritization Project and led concept design and cost estimating for multiple Regional Solicitation and HSIP grant efforts (2018–2024). In 2025, he oversaw the preparation of schematic layouts and cost estimates for 28 Hennepin County corridors, experience that directly supports the goals of this project.

Hennepin County CSAH 152 (Brooklyn Boulevard) Reconstruction from 49th Ave N to CSAH 10, Brooklyn Center, Minnesota. Jon served as the project manager for the preliminary and final design of the multi-disciplinary Phase 1 project that included road reconstruction, traffic signals, streetscaping, lighting, utility improvements, trails, and utility coordination. Jon coordinated with several different agencies including the cities of Brooklyn Center and Minneapolis, Hennepin County, Metro Transit, Three Rivers Park District, MnDOT Metro, and MnDOT State Aid to deliver the federally funded project.

Hennepin County CSAH 152 (Brooklyn Boulevard) Reconstruction from CSAH 10 to I-94, Brooklyn Center, Minnesota. Jon served as the project manager for the preliminary and final design of the multi-disciplinary Phase 2 project that included road reconstruction, traffic signals, streetscaping, lighting, utility improvements, trails, and utility coordination. Jon coordinated with several different agencies including the City of Brooklyn Center, Hennepin County, Metro Transit, MnDOT Metro, and MnDOT State Aid to deliver the federally funded project.

Dupont Avenue Reconstruction, Brooklyn Center, Minnesota. Completed State Aid reconstruction of Dupont Avenue from 57th Avenue to 73rd Avenue for the City of Brooklyn Center. Project included the design of bump outs for ADA improvements, sanitary sewer, storm sewer and watermain, as well as rain gardens as part of the storm sewer design for additional water quality treatment.

City of Shakopee CSAH 15 (Marystown Road), Minnesota. Jon served as project manager for the federally funded reconstruction of Marystown Road in the City of Shakopee. The project included conversion of the corridor to a two-lane divided roadway with single-lane roundabouts at the US Highway 169 northbound and southbound ramp intersections, requiring preparation of a MnDOT staff-approved layout. Improvements enhanced traffic safety and operations, expanded pedestrian and bicycle connectivity – including bridge deck modifications – and accommodated future corridor growth, while balancing safety, access, roadway capacity, business needs, traffic control continuity, and environmental and right-of-way impacts.

Areas of Expertise

- Video Based Data Collection
- Traffic Signal Timing
- Traffic Impact Studies
- Corridor Studies
- Highway and Transit Noise Studies
- Transportation Planning
- Zoning and Development Codes
- Environmental Documentation
- Geographic Information Systems (GIS)

Education

Bachelor of Arts in Physics, Carthage College, Kenosha, Wisconsin 2011

Master of Science in Civil and Environmental Engineering, University of Wisconsin Madison, Madison, Wisconsin 2013

Registration

Professional Engineer – MN #56678

JUSTIN SEBENS, PE | TRAFFIC ENGINEER/ALTERNATIVES DEVELOPMENT

Justin has over 12 years of transportation experience in the private sector with a focus on traffic studies and visualization at the national, state, regional, and local levels. His work has included a variety of traffic studies ranging from freeway capacity studies, corridor level capacity studies, small to medium traffic studies for local developments and railroad crossing studies in Minnesota and Iowa. His main projects include the Green Line LRT Extension Study, Blue Line Extension Study, Rochester Destination Medical Center Study, and the Highway 252 Scoping Decision Document Study. Justin also has extensive experience incorporating transportation models into digestible visualizations. Some of his visualization projects include the Mountain View, California Transit Hub Bus Operations, Blue Line LRT Extension Operations, Allianz Game Day Pedestrian Simulation, and the Hwy 212 RCUT Simulation.

Project Experience

Hwy 252/I-94 Environmental Assessment, Minnesota. Served as the traffic operations lead for an EA as well as the traffic lead and deputy PM on the Scoping Analysis of the EIS process on Hwy 252/I-94 in the north metro area of Minneapolis. The EA aimed to relieve congestion along a signalized arterial by converting it to a freeway which included identifying number of and location of access along the corridor. As the project evolved during the EA and into the Scoping Phase of the EIS, the needs of the corridor shifted to focus on improving the overall safety of the corridor as well as implementing pedestrian improvements. The Scoping Phase included a 3-step process which aimed to understand how each alternative best addressed the needs of the corridor while minimizing impacts along the corridor. Ultimately the Scoping Phase identified a handful of alternatives to move into the DEIS phase of the project.

Blue Line LRT Extension Study, Minnesota. Justin has worked on both the Blue Line LRT Extension Study which was proposed on TH 55 as well as the rebooted alignment along West Broadway and in the median of CSAH 81. Justin served as the lead modeler on the TH 55 section which modeled and analyzed the impacts of the LRT operations on traffic along TH 55. As part of the second Blue Line LRT Extension study, Justin is serving as the lead traffic modeler overseeing two segments along the route which includes West Broadway Avenue in Brooklyn Park and CSAH 81 in Brooklyn Park, Crystal, and Robbinsdale. The second phase of the project has focused on completing a supplemental DEIS as well as a supplemental FEIS.

TH 55 Multimodal Study, Minnesota. Led the traffic modeling effort on TH 55 within the city of Minneapolis. Modeled and analyzed the potential impacts to multi-modal users as well as vehicular and bus traffic under a variety of roadway alternatives. Alternatives included center running bus lanes, shoulder running bus lanes, and a dedicated transitway adjacent to TH 55. Key transit metrics included corridor travel time and overall bus delay. Analysis focused on impacts to both local bus lines as well as the existing C Line.

Downtown Savage Transportation Study, Minnesota. As the traffic modeling lead, Justin worked with the city of Savage to understand how the proposed TH 13 alternatives impacted the downtown street network as well how the alternatives impacted commuter residential trips through the downtown area. In addition to the coordination with the TH 13 team, coordination was needed with railroad representatives to understand future use of an abandoned railroad line and how it may impact the ability to implement long term solutions for the city to ultimately improve the quality of life of residents within the downtown area.

Areas of Expertise

- Preliminary Roadway Design
- Final Roadway Design

Education

Bachelor of Science, Civil Engineering, University of Minnesota-Twin Cities, December 2018

Registration

Professional Engineer, MN #61298

EMILY HODNEFIELD, PE | CONCEPT DESIGN

Emily has worked in the Civil Design group at SRF since graduating from University of Minnesota in 2018. She has been involved in a wide range of projects, working through concept development, preliminary design, final design, utility coordination, and construction inspection. Projects have included both State Aid and Trunk Highway projects in an array of different settings, including rural, urban, and interchange projects.

Project Experience

State Aid Design Advisory Team, Minnesota. Emily is currently providing engineering support for the State Aid Design Advisory Team. She has been comparing the Facility Design Guide and State Aid 8820 Rules to identify key differences that could justify edits to the Rules. She meets weekly with State Aid staff and monthly with the larger committee of local engineers to discuss these potential changes. Over the past few months, Emily has become familiar with the intentions of the committee and the background of many State Aid rules.

Elm Creek Boulevard (CSAH 130) and TH 169 Interchange Reconstruction in Maple Grove, Minnesota. Emily is currently leading the design for the reconstruction of the CSAH 130 and TH 169 interchange. The design will include a bridge replacement, highway ramps, pedestrian facilities, intersection design, and multi-agency involvement.

Marystown Road (CSAH 15) Reconstruction in Shakopee, Minnesota. Emily was the lead designer for both the preliminary layout and final plans for the reconstruction of the Marystown Road interchange at TH 169. The project included the design of three roundabouts that connected a State Aid roadway (Marystown Rd) to trunk highway ramps and city-owned park property. Leading the design through multi-agency reviews, she was able to create a design that balanced different agency standards and accommodated the future right-of-way turnback that is planned.

CSAH 44 and US 14 Interchange Reconstruction in Rochester, Minnesota. Emily is currently leading the final design for the portion between 19th Street and 60th Avenue of an interchange reconstruction. The project involves roundabout design as well as a stretch of rural roadway with ditches in limited right-of-way.

TH 67 Downtown Reconstruction in Clarkfield, Minnesota. Emily was the lead designer for both the preliminary layout and final plans for the reconstruction of TH 67 through Clarkfield, MN. Emily created a design that catered to the needs of a small rural town, including parking lanes, access to businesses, sidewalks, and safer pedestrian crossings.

JOEL JOHNSON, PE | BNSF RAILROAD COORDINATOR

Joel has 27 years of civil engineering experience. His engineering expertise includes municipal and roadway design, railroad crossing design, railroad and utility coordination, drainage design, construction plan preparation and design activities, cost estimation, stormwater pollution prevention plans, and permit applications. Joel has performed several roadway design tasks dealing with rail crossings for several Class I railroads. This includes rail crossing approach design, railroad coordination activities for permitting and flagging, field inspection, and operational reviews.

Areas of Expertise

- Railroad Crossing Design
- Final Design of Highways and Streets
- Drainage Design
- Utility Coordination
- Construction Plan Preparation
- Stormwater Best Management Practices Design
- Site Development Design
- Hydrologic and Hydraulic Modeling
- Computer Models and Software

Education

Bachelor of Civil Engineering, University of Minnesota, 1998

Registration

Professional Engineer: Minnesota #42395, Iowa #24273, South Dakota #13513

Project Experience

Sherburne County US 10 and TH 25/CR 52 Interchange Planning Study, Sherburne County, Minnesota. Joel was the roadway design lead, working with state, county, city, township and Burlington Northern Santa Fe (BNSF) railroad staff to develop concepts for a future interchange on US 10 in Becker, Minnesota.

City of Sioux City Railroad Quiet Zone Final Design – Downtown, Sioux City, Iowa. As railroad crossing design manager, Joel worked closely with roadway design and traffic control design staff, the City of Sioux City planning and engineering staff, and Burlington Northern Santa Fe (BNSF) railroad staff.

City of Sioux City Railroad Quiet Zone Project – Leeds, Sioux City, Iowa. As railroad crossing design manager, Joel worked closely with traffic planning staff, the City of Sioux City planning and engineering staff, and Burlington Northern Santa Fe (BNSF) and Union Pacific (UP) railroad staff.

City of Sioux City Railroad Quiet Zone Final Design – Riverside, Sioux City, Iowa. As railroad crossing design manager, Joel worked closely with planning and traffic control design staff, the City of Sioux City planning and engineering staff, and Burlington Northern Santa Fe (BNSF) railroad staff.

City of Wayzata Lake Effect Improvements Project, Minnesota. Joel served as the railroad crossing design manager for the roadway and pedestrian crossing improvements along the Burlington Northern Santa Fe (BNSF). He facilitated the process for construction working with City staff, consultants, construction staff, and BNSF railroad staff to develop the crossing improvements.

Hamilton Boulevard and Tri-View Avenue, Sioux City, Iowa. (BNSF)

City of Ottumwa Railroad Crossing Final Design, Iowa. (BNSF)

Sterling Illinois Quiet Zone Study, Sterling, Illinois. (UP)

Ann Arbor Quiet Zone Update, Ann Arbor, Michigan. (Ann Arbor Railroad)

Perdue Truck Parking – Railroad Crossing, Sioux City, Iowa. (UP)

Fort Lauderdale Grade Crossing, Fort Lauderdale, Florida. (Florida East Coast Railway and Brightline)

Marinette Quiet Zone Update, Marinette, Michigan. (CN)

Council Bluffs Avenue B Reconstruction, Council Bluffs, Iowa. (UP, CN)

Thomson Reuters – Rail Crossing Design, Eagan, Minnesota. (Progressive Rail)

Areas of Expertise

- Preliminary Design
- Final Drainage Design
- Stormwater Best Management Practices Design
- Site Development Design
- Construction Plan Preparation
- Hydrologic and Hydraulic Modeling
- Bridge and Culvert Hydraulic Analysis
- Construction Staking and Inspection
- Lift Station Design

Education

Bachelor of Civil Engineering, University of Minnesota, 2001

Registration

Professional Engineer: Minnesota #45047

Certification

Stormwater Pollution Prevention Plan Design (SWPPP)

JEREMY NIELSEN, PE | DRAINAGE DESIGN

Jeremy has dedicated his 23-year career to hydraulics design and permitting at the local, state, and federal levels. His hydraulics experience has encompassed roadway drainage, storm sewer, culvert, open channel, and stormwater best management practice (BMP) design. Jeremy served as the lead hydraulics designer for the I-90/TH 61 Dresbach Interchange project in addition to numerous other MnDOT, State Aid, and city projects. These projects have encompassed roadways from local roads to interstates and from rural areas to urban. Jeremy has employed various hydrologic numerical and analytical models to optimize BMPs for rate and volume control in addition to water quality treatment.

His experience includes designs in highly constrained areas, considering the effects of man-made barriers such as bridges, retaining walls, and railways, and natural barriers such as bluffs and rivers. He has used video and field data to assess existing infrastructure viability and rehabilitation options. Jeremy's projects have included roadway drainage preliminary and final designs, environmental documentation, and SWPPP design.

Project Experience

East Shore Area Street Improvements, City of Maplewood, Minnesota. Jeremy led the drainage and stormwater design of over 2 miles of residential street reconstruction. The design incorporated utilizing segments of larger existing storm sewer while replacing nearly all catch basins and storm sewer laterals. Underground infiltration was utilized to meet the requirements of Ramsey Washington Metro Watershed District. Coordination included incorporation of a watershed district floodplain improvement project on an adjacent wetland and MnDNR coordination for reconstruction of discharge points into the adjacent Lake Phalen.

Intersection of County Road E and Old Snelling Ave, Ramsey County, Minnesota. Jeremy managed the stormwater design and permitting efforts for this project to improve safety and mobility by adding a roundabout at this busy location. The project included a surface stormwater basin and underground stormwater BMPs despite challenging geotechnical considerations. The majority of the site discharges to a Public Water wetland which had experienced multiple slope failures at the discharge point. The project included restoration of the wetland edge and stabilization of the steep slope to the basin. Jeremy obtained permits including NPDES, RCWD and MnDNR Public Waters Work Permit.

CR 15B Extension, Washington County, Minnesota. As lead hydraulics engineer, Jeremy is currently leading the drainage portion of the final design for the CR 15B Extension that will connect the TH 36/Manning Avenue Interchange to Stillwater Boulevard. Close coordination with multiple ongoing developments and jurisdictional entities (including Stillwater, Oak Park Heights, MnDOT and Washington County) is necessary to navigate the permitting process with Brown's Creek Watershed District. The project is required to provide discharge rate control and water quality treatment as well as floodplain mitigation for the runoff volume draining to Long Lake, the downstream receiving water.

Ridgedale Drive/Ridgehaven Lane, Minnetonka, Minnesota. Jeremy led the stormwater design for this complex project to reconfigure the connection of Ridgedale Lane to Plymouth Road. The project included a large, deep storm sewer with multiple curves requiring underground survey for coordination with the proposed retaining walls and bridge. Jeremy worked with industry experts to specify pipe and manhole rehabilitation including transition from existing corrugated metal risers to proposed concrete manholes. In addition, he led the design of the required BMPs to obtain city and watershed district approvals.

Areas of Expertise

- ADA Design Requirements
- Pedestrian and Bicycle Facility Design
- ADA Requirements: Self-Evaluations and Transition Plans
- Parks and Urban Design
- Roadway Design
- Project Management

Education

Master of Science in Environmental Engineering, 2013, University of Minnesota

Master of Landscape Architecture, 2009, University of Minnesota

B.A., Biology, Gustavus Adolphus College, 2006

Registration

Professional Engineer: Minnesota #56607

Professional Landscape Architect: Minnesota #56607

BRADY RUTMAN, PE, PLA | ADA DESIGN

Brady has been a designer in SRF's Civil Engineering Group for 12 years, and he has been the Group's Americans with Disabilities Act (ADA) lead since 2016. Brady has been immersed in stand-alone ADA improvement projects, regional trails, site development projects, urban design, transit design, highway design, park design, and pedestrian improvement projects. He has managed stand-alone ADA and highway design projects in Minnesota. Brady thrives in the role of reviewing plans and offering ADA design guidance to SRF's designers and clients. Over the last 4 years he led the design of over 650 combined curb ramp quadrants in urban settings, all compliant per MnDOT ADA Standards. He also developed design concepts for multimodal pedestrian/bicycle related improvements for Safe Routes to School engineering studies for more than 30 communities and school districts across Minnesota. Brady presented National ADA requirements to local agency representatives in 2017, assisted the MnDOT ADA Team in updating the 2018 ADA Design Training, and is currently co-presenting MnDOT Ped/Bike Training series to MnDOT designers and PMs.

Project Experience

2023 & 2024 & 2025 ADA Pedestrian Ramp Retrofits, Hennepin County Minnesota. Brady served as project manager and lead designer of pedestrian curb ramps for more than 130 intersections across the County for stand-alone projects ahead of the County's annual mill and overlay projects. Brady evaluated existing ramps for ADA compliance, coordinated the survey of project corridors, managed SRF's designers to deliver over 400 compliant ramp quadrants, and reviewed plans.

Minnehaha ADA Pedestrian Ramp Design and Construction Management, Minneapolis, Minnesota. Brady served as project manager and designer for a 28-intersection pedestrian curb ramp improvement project. Brady met weekly with City Public Works staff, coordinated communication with impacted property owners, evaluated existing ramps for ADA compliance, and designed compliant ramps.

Dakota County CSAH 56 (Concord Blvd) Multimodal Improvements, Inver Grove Heights, Minnesota. As lead designer, Brady created concept graphics and cost estimates for selection of preferred crossing alternatives. He created alignments, profiles, and oversaw the development of final plans for raised crosswalks, truck aprons, curb extensions, refuge medians, and compliant curb ramps.

Hennepin County CSAH 40 (Glenwood Ave) ADA Improvements, Minneapolis, Minnesota. Brady led the design of curb ramps and curb extensions for 12 intersections along Glenwood Ave from Penn Ave to Bryant Ave in Minneapolis. The project was built using federal funds in 2024.

TH 23 Mill & Overlay with Roundabout, Foley to Milaca, Minnesota. As project manager, Brady coordinated the production of preliminary and final construction plans for the urban reconstruction (with roundabout) in Foley along with a 13-mile stretch of highway mill & overlay. Brady attended the ADA Field Walk and implementing recommendations from the MnDOT ADA Unit.

Safe Routes to School, Various Locations, Minnesota. Brady developed design concepts for multimodal pedestrian/bicycle-related improvements (curb extensions, medians, roundabouts, sidewalk gaps, trails, etc.) for engineering studies and provided costs estimates for future grant opportunities.

Areas of Expertise

- Construction Documentation
- Construction RFI and Submittal Processing
- Contract Pay Estimates & Changes
- Material Sampling and Testing
- Structural Foundation Construction
- Site Grading
- Concrete Construction
- Bituminous Paving
- Utility Construction
- Retaining Wall Construction
- Bridge Construction

Education

Bachelor of Science Civil Engineering University of Minnesota, 2006

Registration

Professional Engineer: Minnesota #52073, Washington, DC (Civil) #PE907869, Maryland #39924, and Virginia# 0402052568

Certifications

Design Build Institute of America (DBIA) Designated Design-Build Professional

Occupational Safety and Health Administration (OSHA) – 30 Hour Safety Training

Confined Space Training

JEFF KURTH, PE | CONSTRUCTABILITY

Jeff has 20 years of experience in the construction industry performing project management, construction administration, quality control, inspection, materials testing, and engineering analysis. Jeff is a client-focused, team-oriented engineer with a diverse project background. His experience and expertise include managing inspection and materials testing staff, overseeing construction contracts including executing contract changes, and providing training and support to staff regarding quality practices, specifications, inspection requirements, and material testing and sampling.

Project Experience

Metro Transit Southwest Green Line Extension Light Rail Transit (SWLRT), Minneapolis, Minnesota. Construction Quality Assurance Manager for the civil construction contract (2025-26) responsible for oversight of construction inspection, and materials testing team, that includes several public agencies' and other consultants' staff. This FTA Federal Aid project included construction of 14.5-miles of light rail track extension for the Metro Green Line from downtown Minneapolis to Eden Prairie. Project includes 29 miles of rail track, 29 bridges, 2 cut-and-cover light rail tunnels, 6 pedestrian tunnels, 8 park-and-ride facilities and 15 light rail stations. Work included close coordination with BNSF and TC&W railroads, and work within railroad corridors.

St. Louis Park Dakota-Edgewood Trail, St. Louis Park, Minnesota. Project Engineer responsible for contract administration, construction inspection, and materials testing adhering to project requirements. Federal Aid project included construction of new pedestrian truss bridge over BNSF Railroad including bituminous paving, embankment, drainage and sewer, lighting, and ADA improvements. Project included environmental concerns due to hazardous contamination of soils and groundwater.

Metro Transit Goldline Bus Rapid Transit (BRT), St. Paul, Minnesota. Construction Quality Supervisor responsible for oversight of construction inspection, and materials testing team, that includes several public agencies' and other consultants' staff. This FTA Federal Aid project included construction of 10-miles of BRT with primarily bus-only lanes generally along I-94 through St. Paul, Maplewood, Landfall, Oakdale and Woodbury. Project includes bituminous and concrete paved roadway, 21 BRT stations, construction or modification to 12 bridges, 43 retaining wall, park and ride structure, embankment, drainage and sewer, water main, sanitary sewer, traffic signal, lighting, streetscaping, and ADA improvements.

City of Brooklyn Center Brooklyn Boulevard (CSAH 152) from 49th Avenue North to CSAH 10 and CSAH 10 to I-94, Brooklyn Center, Minnesota. Project Engineer responsible for contract administration, construction inspection, and materials testing adhering to project requirements. Federal Aid projects included roadway reconstruction and expansion, bituminous mill and overlay, embankment, drainage and sewer, water main, sanitary sewer, traffic signal, lighting, streetscaping, and ADA improvements.

DETAILED SCOPE FEE

SRF Consulting Group, Inc. — Work Tasks and Person-Hour Estimates

Client: City of Rogers

Project: Main Street and 129th Avenue Intersection Concept Design

20123.PP

TASK NO.	SUMMARY OF TASKS
1.0	Data Review
2.0	Existing Conditions Assessment
3.0	Development of Concept Alternatives
4.0	Evaluation of Alternatives
5.0	Recommended Concept
6.0	Meetings and Coordination

Project Overview:

The proposed project will prepare a concept design for the intersections of Main Street (CSAH 150) and 129th Avenue and Memorial Drive including the Burlington Northern Santa Fe Railroad crossing. The goal is to improve safety, reduce delays, and support future growth in the area while maintaining a partial train whistle ban. Scope will include existing conditions, concept development, selection of preferred alternative and project management. The project will duration will be from February 25, 2026 to September 30, 2026.

SRF Consulting Group, Inc.
Client: City of Rogers
Project: Main Street and 129th Avenue Intersection Concept Design

Work Tasks and Person-Hour Estimates

20123.PP

TASK NO.	TASK DESCRIPTION	PROF. VIII-VII	PROF. VI	PROF. V	PROF. IV	PROF. III	PROF. II	PROF. I	TOTALS	EST. FEE
1.0	**Data Review** Assumptions: Hours to perform additonal field work identified in task 1.2 are not included in this scope Client Deliverables:									
1.1	Review available existing data (traffic counts, crash records, turning movement data, previous studies)	-	2	-	-	2	-	2	6	$1,052.00
1.2	Identify data gaps and recommend additional field work	-	2	-	-	2	-	2	6	$1,052.00
	SRF Deliverables: Recommendations for additional field work									
	SUBTOTAL - TASK 1	**0**	**4**	**0**	**0**	**4**	**0**	**4**	**12**	**$2,104.00**

SRF Consulting Group, Inc.

Client: City of Rogers

Project: Main Street and 129th Avenue Intersection Concept Design

Work Tasks and Person-Hour Estimates

20123.PP

TASK NO.	TASK DESCRIPTION	PROF. VIII-VII	PROF. VI	PROF. V	PROF. IV	PROF. III	PROF. II	PROF. I	TOTALS	EST. FEE
2.0	**Existing Conditions Assessment** Assumptions: Assumes use of Synchro/SimTraffic and Highway Capacity Software Client Deliverables: Record plans and as-built information for muncipal utilities									
2.1	Summarize traffic operations, geometry, pedestrian and bicycle conditions, transit stops, access points, and signal timing	-	4	-	-	8	-	24	36	$5,408.00
2.2	Summarize the existing private utilities and public sanitary sewer, watermain and stormwater infrastructure and potential impacts - GSOC - Review as-built plans - Create utility base file - Analysis of utility impacts for three alternatives	2	-	-	-	4	10	-	16	$2,650.00
2.3	ADA compliance review	-	-	8	-	-	-	-	8	$1,728.00
2.4	Graphics showing key problem areas	2	-	-	-	6	-	-	8	$1,542.00
	SRF Deliverables: Existing conditions summary memo containing information on traffic operations, utilities, ADA and graphic of key issues.									
	SUBTOTAL - TASK 2	**4**	**4**	**8**	**0**	**18**	**10**	**24**	**68**	**$11,328.00**

SRF Consulting Group, Inc.

Client: City of Rogers

Project: Main Street and 129th Avenue Intersection Concept Design

Work Tasks and Person-Hour Estimates

20123.PP

TASK NO.	TASK DESCRIPTION	PROF. VIII-VII	PROF. VI	PROF. V	PROF. IV	PROF. III	PROF. II	PROF. I	TOTALS	EST. FEE
3.0	**Development of Concept Alternatives** Assumptions: Three (3) concept alternatives will be prepared in PDF format (2-D design only) Right of way needs will be estimated based on "typical" offsets from design elements No drainage report or documentation will be required BMP locations will be high level and shown on the concept layouts Client Deliverables: Review of alternative concepts									
3.1	Concept Design (including lane configuration, control type, curb lines, crossings, bicycle and pedestrian features and estimate of right of way needs)	4	-	-	-	20	24	-	48	$7,868.00
3.2	Stormwater Needs Assessment - Research requirements and issues identification - BMP review and cost estimate	-	6	-	10	-	-	-	16	$3,268.00
3.3	Pros / cons list for alternatives	2	-	-	-	4	-	-	6	$1,210.00
	SRF Deliverables: PDF concept layouts Pros / cons list									
	SUBTOTAL - TASK 3	**6**	**6**	**0**	**10**	**24**	**24**	**0**	**70**	**$12,346.00**

SRF Consulting Group, Inc.

Client: City of Rogers

Project: Main Street and 129th Avenue Intersection Concept Design

Work Tasks and Person-Hour Estimates

20123.PP

TASK NO.	TASK DESCRIPTION	PROF. VIII-VII	PROF. VI	PROF. V	PROF. IV	PROF. III	PROF. II	PROF. I	TOTALS	EST. FEE
4.0	**Evaluation of Alternatives**									
	Assumptions:									
	Assumes use of Synchro/SimTraffic and Highway Capacity Software									
	Client Deliverables:									
	Review of deliverables									
4.1	Safety Performance	-	4	-	-	4	-	8	16	$2,632.00
4.2	Traffic Operations	-	4	-	-	8	-	24	36	$5,408.00
4.3	Constructabilty Review	6	-	-	-	-	-	-	6	$1,638.00
4.4	BNSFRR alternative approval summary and BNSF Correspondence	-	24	-	-	4	-	-	28	$6,136.00
4.5	Future Improvements Compatibility Evaluation	4	-	-	-	4	-	-	8	$1,756.00
4.6	Cost Estimates	2	-	-	-	8	-	-	10	$1,874.00
4.7	Environmental and Utility Constraints	-	-	-	-	8	-	-	8	$1,328.00
4.8	Evaluation Matrix	2	-	-	-	4	-	-	6	$1,210.00
	SRF Deliverables:									
	Cost estimates in SRF "one-pager" format									
	SUBTOTAL - TASK 4	**14**	**32**	**0**	**0**	**40**	**0**	**32**	**118**	**$21,982.00**

SRF Consulting Group, Inc.

Client: City of Rogers

Project: Main Street and 129th Avenue Intersection Concept Design

Work Tasks and Person-Hour Estimates

20123.PP

TASK NO.	TASK DESCRIPTION	PROF. VIII-VII	PROF. VI	PROF. V	PROF. IV	PROF. III	PROF. II	PROF. I	TOTALS	EST. FEE
5.0	**Recommended Concept**									
	Assumptions:									
	Design will not include detailed modeling or creation of surfaces									
	Client Deliverables:									
5.1	Preferred Alternative Selection	4	4	-	-	4	6	12	30	$5,116.00
5.2	Layout and Narrative	2	-	-	-	12	16	-	30	$4,842.00
5.3	Preliminary Implementation Plan	2	-	-	-	4	-	-	6	$1,210.00
	SRF Deliverables:									
	Recommended concept plan in PDF and AutoCAD									
	SUBTOTAL - TASK 5	**8**	**4**	**0**	**0**	**20**	**22**	**12**	**66**	**$11,168.00**

SRF Consulting Group, Inc.

Client: City of Rogers

Project: Main Street and 129th Avenue Intersection Concept Design

Work Tasks and Person-Hour Estimates

20123.PP

TASK NO.	TASK DESCRIPTION	PROF. VIII-VII	PROF. VI	PROF. V	PROF. IV	PROF. III	PROF. II	PROF. I	TOTALS	EST. FEE
6.0	**Meetings and Coordination**									
	Assumptions:									
	Up to four (4) review meetings (2 -in-person and 2 virtual)									
	Two (2) staff will attend kick-off meeting									
	One (1) staff will attend design review meetings									
	Two (2) BNSF meetings will be held virtually									
	One (1) staff will attend the Public Presentation									
	No additional materials will be created for Public Presentation									
	Client Deliverables:									
6.1	Kick-off Meeting	2	2	-	-	-	-	-	4	$1,002.00
6.2	Design Review Meetings	8	4	-	-	8	-	-	20	$4,424.00
6.3	BNSF coordination meetings (two meetings)	4	8	-	-	-	-	-	12	$2,916.00
6.4	Public Presentation	4	4	-	-	4	-	-	12	$2,668.00
6.5	Project Management	10	8	-	-	-	-	-	18	$4,554.00
	SRF Deliverables:									
	Meeting minutes and documentation									
	SUBTOTAL - TASK 6	**28**	**26**	**0**	**0**	**12**	**0**	**0**	**66**	**$15,564.00**

SRF Consulting Group, Inc.

Client: City of Rogers

Project: Main Street and 129th Avenue Intersection Concept Design

Work Tasks and Person-Hour Estimates

20123.PP

TASK NO.	TASK DESCRIPTION	PROF. VIII-VII	PROF. VI	PROF. V	PROF. IV	PROF. III	PROF. II	PROF. I	TOTALS	EST. FEE
	TOTAL ESTIMATED PERSON-HOURS	**60**	**76**	**8**	**10**	**118**	**56**	**72**	**400**	
	AVERAGE HOURLY BILLING RATE	$273.00	$228.00	$216.00	$190.00	$166.00	$144.00	$132.00		
	ESTIMATED LABOR AND OVERHEAD	$16,380.00	$17,328.00	$1,728.00	$1,900.00	$19,588.00	$8,064.00	$9,504.00		$74,492.00
	SRF ESTIMATED DIRECT NON-SALARY EXPENSES									$332.50
									SUBTOTAL: (SRF Labor and Expenses)	$74,824.50
									SUBCONSULTANTS:	$0.00
	TOTAL ESTIMATED FEE									**$74,824.50**

SRF ESTIMATE OF DIRECT NON-SALARY EXPENSES:

MILEAGE:	Personal Vehicles	100	Miles @	$0.725		$72.50
VIDEO BASED PROCESSING						$260.00
					SRF EXPENSES:	**$332.50**

SRF Consulting Group, Inc.

Client: City of Rogers

Project: Main Street and 129th Avenue Intersection Concept Design

Work Tasks and Person-Hour Estimates

20123.PP

TASK NO.	TASK DESCRIPTION	PROF. VIII-VII	PROF. VI	PROF. V	PROF. IV	PROF. III	PROF. II	PROF. I	TOTALS	EST. FEE
7.0	**Optional Tasks - VISSIM Analysis**									
	Assumptions:									
	Assumes PTV VISSIM instead of HCS/Sychro.									
	Client Deliverables:									
7.1	VISSIM Analysis									
7.1.1	Existing Conditions Analysis	-	4	-	-	8	-	16	28	$4,352.00
7.1.2	Alternatives Analysis	-	8	-	-	16	-	40	64	$9,760.00
7.1.3	Preferred Alternative Simulation Video for BNSF coordination and public involvement.	-	2	-	-	4	-	8	14	$2,176.00
	SRF Deliverables:									
	SUBTOTAL - TASK 7	**0**	**14**	**0**	**0**	**28**	**0**	**64**	**106**	**$16,288.00**