



## **AGENDA**

### **Rogers City Council**

**March 24, 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 March 10, 2026 City Council Meeting Minutes

5.2 Approval of Bills and Claims

5.3 Approval of Application for Gambling Exempt Permit for Rogers High School Girls Swim & Dive Booster Club for May 10, 2026 at Broadway Bar and Pizza Located at 14040 Rogers Drive

5.4 Approval of Updated Police Captain Job Description

5.5 Approve Contract and Purchase of FirstDue Records Management System

5.6 Approve Job Description and Position Recruitment for Building Inspector Intern

5.7 Approval of Resolution No. 2026 - 31, A Resolution Acknowledging Rockin'

Rogers For Calendar Years 2027 and 2028 and Support Services for the Event

5.8 Approval of Rogers Wine and Spirits Sign Quote

5.9 Approval of Resolution 2026-28 Authorizing a Building Materials Change for the Commerce Blvd Small Bay Warehouse Development

5.10 Rescheduling Public Hearing for the Purpose of Amending the 2026 Annual Fee Schedule Ordinance to April 28, 2026

5.11 Approval of Resolution 2026-32 Approving a Lot Line Adjustment for Property at 14372 and 14352 Heather Ridge Dr

**6. PUBLIC HEARINGS**

**7. GENERAL BUSINESS**

7.1 Approve the Promotion of Sergeant Matt Nelson to the Position of Police Captain, Effective March 30, 2026

7.2 Items Related to the Scale Server Project

- Approve the Security Information and Event Management Services Agreement
- Approve the Purchase of the Scale Server Project

**8. OTHER BUSINESS**

**9. CORRESPONDENCE AND REPORTS**

**10. ADJOURN**



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

**Meeting Date:** March 24, 2026

**Agenda Item:** 5.1

**Subject:** Approval of March 10, 2026 City Council Meeting Minutes  
**Prepared By:** Stacie Brown, City Clerk

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**Recommended Council Action**

Motion to approve the March 10, 2026 City Council Meeting Minutes.

**Overview / Background / Analysis**

**Staff Recommendation**

Motion to approve the March 10, 2026 City Council Meeting Minutes.

**Financial Impact:**

**Source Fund:**

**Budgeted?** N/A

**Supporting Documentation**

A. 03102026min

## **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, March 10, 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, Joel Brockman  
Council excused: Amy Enga

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

## **2. OPEN FORUM**

No one came forward.

## **3. PRESENTATIONS**

None.

## **4. APPROVE AGENDA**

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

## **5. CONSENT 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 Approving 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

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

## **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**

Community Development Director Angell summarized the background of a 181-unit multifamily development at 21601 John Deere Lane, from the concept stage through the creation of a TIF Term Sheet which was approved by the Council on December 9, 2025. This corresponds with the development of a TIF District, which will be discussed in greater depth in this presentation.

Angell explained that the primary change since the Term Sheet was prepared is an extension from a 22-year lifespan to 26 years. The amount remains the same. However, the City will now retain 10% annually for infrastructure improvements corresponding to a connection at John Deere Lane and Industrial Boulevard.

Jason Aarsvold of Ehlers shared a presentation about TIF District No. 19, including the project overview, TIF Plan Summary, Pro Forma Analysis ("But For Test"), TIF Agreement Summary, City Council action, and next steps. He explained that the TIF Plan is a strictly a planning document that allows for the creation of a TIF District and does not identify an amount or grant any assistance to the developer (the TIF Agreement does this).

Mr. Aarsvold reviewed an overview of the TIF District No. 19 Plan, including the maximum budget is \$29.29 million based on a \$43.4 million assessed project value. He noted this is a maximum budget, not the developer's assistance. This includes 4.5% inflation and 4% interest over the full 26 years, and actual assistance is \$7.62 million (present value).

Mr. Aarsvold provided details of the Pro Forma Analysis, including project costs and projected rents meeting current market averages, and confirmed that the project does show a need for assistance. He shared stipulations within the TIF Agreement Summary, including acquisition and demolition of the existing building, construction of a 3-story, class-A market-rate apartment building with approximately 181 units, construction commencement on August 1, 2026, and completion by February 28, 2028.

Mr. Aarsvold shared the terms of the TIF agreement, including a lookback provision. He noted that upon completion of construction, if costs are more than \$500,000 below projections, the TIF Note will be reduced by \$0.50 per dollar under the \$500,000 threshold. At 90% occupancy or three years (whichever is sooner), the developer will submit actual financials for the project. If the calculated return on equity is more than 8.5% on average over the TIF term, the TIF Note will be reduced (again a 50%/50% sharing). The developer agrees to a minimum market value in the amount of \$43,440,000.

Mr. Aarsvold explained the requested City Council action, considering Resolution 2026-27 approving the TIF Plan for TIF District No. 19, the TIF Agreement, and establishing an Interfund Loan. The Interfund Loan preserves the ability for the City to reimburse itself for any costs incurred between now and receipt of increment in the District. Reimbursement is not required, but this provides the option.

Councilor Eiden asked who would be responsible for any soil correction/remediation. Angell confirmed the developer would cover any soil remediation expenses, and some grants have been awarded to the project. Eiden asked if the \$7.6 million would take 26 years to achieve. Mr. Aarsvold confirmed it would. However, if it performs better, the duration could be shorter. Eiden inquired about the percentage being held by the City (if it should be higher than 20% to cover infrastructure). Angell explained that the limits set are based on statute for what would be considered an out-of-district expense.

Councilor Eiden moved, Councilor Brockman seconded a motion to open the public hearing at 7:20 p.m. Motion carried 4-0.

Resident Jim Kelley asked why the City has to have Tax Increment Financing, and he wonders if the City really wants this project. Eiden explained that downtown redevelopment is really wanted. Mr. Kelley asked if the developer was going to pay for the

ways in and out. Angell reviewed a full explanation of established goals and the Economic Development Strategic Plan, which were included in tonight's Council meeting packet.

Angell explained that this development will support businesses on Main Street and provide a funding source for a connection at John Deere Lane and Industrial Boulevard. This connection is a priority for the entire Main Street areas development expands to the west. Angell clarified that the increment the TIF is creating is based on this district alone and not impacting any other property taxes.

Mr. Kelley commented that the City shouldn't create a TIF district to redevelop the parcel. Angell explained that a redevelopment TIF District is specific to substandard or blighted buildings, which include code deficiencies. In the instance of this property, there are code compliance issues and contamination. These factors make redevelopment not feasible without assistance. Eiden expressed that he feels this is a good solution, as the end result is an improved property value for the City.

Councilor Jullie noted the site has been on the market for redevelopment, and Angell confirmed it has been on the market for at least three years, with limited interest. Mr. Kelley stated that the City doesn't need another apartment building. Eiden noted that having the housing in the downtown area would support businesses.

Mr. Kelley expressed concern over reducing tax obligations. Angell stated that within the policies, the City only allows for "Pay as you Go" taxes, and the developers' tax rate remains unaffected. Because this is an infill development, there is no additional strain on infrastructure, and the added benefit is the John Deere Lane and Industrial Boulevard connection.

Mayor Klick noted that over the 26-year period, the use of Fire and Police will increase. She asked if that would lead to an increase in taxes. Angell replied that there will be additional calls from more residents, but not enough to trigger a failing of the test or added expenses. Mr. Kelley asked if the City would incur more transportation expenses, leading to higher taxes. Angell explained the creation of this district allows 10% of the annual increment to cover the connection cost.

Administrator Stahmer added that these apartments would contribute to the Pavement Management Plan the same way other apartments/commercial properties in the City through Franchise Fees.

Councilor Eiden moved, Councilor Brockman seconded a motion to close the Public Hearing at 7:37 p.m. Motion carried 4-0.

Councilor Eiden moved, Councilor Jullie seconded a motion to approve Resolution 2026-27; Approving the Modification of a Municipal Development District, Establishing a TIF District Therein, Approving A TIF Financing Plan Therefor, and Authorizing Execution of a TIF Assistance Agreement Related Thereto. Motion carried 4-0.

## 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

Community Development Director Angell reviewed proposed changes which would repeal and replace the existing code corresponding to recreational motor vehicles. He explained that 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.

Angell noted that 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. He shared an informational flyer created by the Police Department to help educate residents on the various types of vehicles and how they relate to the ordinance.

Police Captain Beck came forward to provide an overview of the changes, noting the importance of helmet regulations and the ability to address careless and negligent riding for safety. Having this paired with educational pieces will be helpful going into the summer. Concerns include riding wheelies in the middle of the roads and cutting through yards and parks.

Captain Beck addressed questions from Council regarding the consequences for violations and various types of vehicles, noting that the proposed changes will keep up with technology and align with Statute. Mayor Klick noted there may be a lot of questions about Recreational Motor Vehicles, and if clarity could be provided in the social media posts, that may be helpful. Beck noted that the DNR Statute can also be a factor, and it may be easiest to reference the DNR in the education process.

Klick asked if the proposed changes were posted, and Angell confirmed the proposed Ordinance notice was posted on the website and published in the newspaper. City Attorney Vose explained that as technology and laws change, a lot of the change is to bring terminology and framing up to date with the State Law.

Councilor Jullie noted that with so many different types of vehicles, one-page simple communication for residents would be helpful. Councilor Brockman asked if citations would go to parents, and Beck confirmed there would need to be direct follow-up with parents. He acknowledged that there's going to be a change, and a learning process. There has not been a serious crash as of now, and the goal is to avoid that scenario.

Councilor Eiden moved, Councilor Jullie seconded a motion to approve Ordinance 2026-06 Repealing City Code Chapter 42, Article 42-VI and Adopting City Code Chapter 42, Article 42-IV. Motion carried 4-0.

Councilor Eiden moved, Councilor Jullie seconded a motion to approve Resolution 2026-20 Authorizing Summary Publication of Ordinance 2026-06. Motion carried 4-0.

## **7.2 Approval of Updated Purchasing Policy**

Finance Director Bruska explained changes which have occurred since the Purchasing Policy was last approved. She noted the biggest change being an increase in the approval threshold. Currently, Council is approving anything over \$10,000. This change would allow Department Heads to approve up to \$10,000, \$10,000 - \$25,000 would require a Department Head, Finance Director, and the City Administrator.

Bruska noted the addition of a policy for technology purchases and explained that claims registers would become non-public to reduce fraud risk. The information will be available on request. She reviewed procedure clarifications under the expanded policy, as well as what did not change; noting key safeguards remain in place. Councilor Eiden asked if there was a risk in not using purchase orders. Bruska explained that the process is done at a different time, and in City Government, this is fairly common practice.

Mayor Klick moved, Councilor Eiden seconded a motion to adopt the updated Purchasing Policy dated March 10, 2026. Motion carried 4-0.

## **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**

Public Works Director/City Engineer Cote presented the background of a Professional Services Agreement (PSA) for concept design of the intersection at Main Street and 129th Avenue/Memorial Drive. In October 2026, the Transportation Task Force recommended that staff solicit proposals for engineering concept design services for this intersection. In January 2026, a 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.
- WSB Engineering

Cote shared that WSB declined to propose, and the three remaining firms submitted proposals which were reviewed by engineering staff and technically rated on a 10-point must system. SRF emerged with the highest total score, and staff agreed they had the technically superior proposal.

Councilor Eiden moved, Councilor Brockman seconded a motion to approve a Professional Services Agreement with SRF, Inc. for intersection concept design at Main Street and 129th Avenue/Memorial Drive, City Project No. 1811. Motion carried 3-0-1 with Jullie abstaining.

**8. OTHER BUSINESS**

None.

**9. CORRESPONDENCE AND REPORTS**

None.

**10. ADJOURN**

Mayor Klick adjourned the meeting at 8:21 p.m.

Respectfully submitted,

Stacie Brown  
City Clerk



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

**Meeting Date:** March 24, 2026

**Agenda Item:** 5.2

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

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**Recommended Council Action**

Motion to approve bills and claims as presented.

**Overview / Background / Analysis**

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

Attached is a summary of payments issued by the City since the cutoff date of the previous Council meeting. Detailed supporting documentation is provided to Council as nonpublic background material to reduce fraud risk and is available for public inspection upon request, as permitted by law.

**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. 03-06-2026 Checks #97144-97184 & ACH Payments
- C. 03-13-2026 Checks #97185-97238 & ACH Payments

**CITY OF ROGERS**  
**03.24.2026 CITY COUNCIL MEETING**  
**OPERATING ACCOUNTS - ADDITIONAL CLAIMS PAID/TO BE PAID**

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

3/5/2026 ADP Child Support/Garnishment	124.62
3/5/2026 ADP Direct Deposits	274,575.14
3/13/2026 ADP Fees	1,044.10
3/13/2026 ADP Fees	1,171.00
3/13/2026 ADP Fees	2,723.92
3/5/2026 ADP Payroll Taxes	109,924.10
3/12/2026 Health Equity FSA/DCAP	1,000.00
3/10/2026 Associated Bank FSA/DCAP	60.00
3/11/2026 Associated Bank FSA/DCAP	300.00
3/9/2026 ICMA Deferred Compensation	3,125.00
3/5/2026 Associated Bank Health Plan Fund	7,108.36
3/9/2026 PERA	83,024.48
3/9/2026 State of MN HCSP	4,561.11
3/9/2026 State of MN - Deferred Comp	13,367.00
<b>Payroll &amp; Misc Fee Expenditures</b>	<u>502,108.83</u>

**City Checks & ACH Paid**

3/6/2026 City Checks & ACH Paid (97144-97184)	975,405.30
3/13/2026 City Checks & ACH Paid (97185-97238)	433,042.33
<b>City Check &amp; ACH Expenditures</b>	<u>1,408,447.63</u>

**City Misc ACH/Wires Paid**

3/16/2026 Civic Pay ACH Fees Utility Billing	36.28
3/11/2026 Wells Fargo Client Analysis Fees	1,897.41
<b>City ACH/Wire Expenditures</b>	<u>1,933.69</u>

**City Total To Be Approved**

1,912,490.15



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

**Meeting Date:** March 24, 2026

**Agenda Item:** 5.3

**Subject:** Approval of Application for Gambling Exempt Permit for Rogers High School Girls Swim & Dive Booster Club for May 10, 2026 at Broadway Bar and Pizza Located at 14040 Rogers Drive

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

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**Recommended Council Action**

Motion to approve a gambling permit application for Rogers High School Girls Swim & Dive Booster Club to conduct bingo and a raffle on May 10, 2026 at Broadway Bar and Pizza, Located at 14040 Rogers Drive.

**Overview / Background / Analysis**

Rogers High School Girls Swim & Dive Booster Club has applied for a gambling permit to conduct bingo and a raffle on May 10, 2026 at Broadway Bar and Pizza, located at 14040 Rogers Drive.

**Staff Recommendation**

Motion to approve a gambling permit application for Rogers High School Girls Swim & Dive Booster Club to conduct bingo and a raffle on May 10, 2026 at Broadway Bar and Pizza, Located at 14040 Rogers Drive.

**Financial Impact:**

**Source Fund:**

**Budgeted?** N/A

**Supporting Documentation**

None



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

**Meeting Date:** March 24, 2026

**Agenda Item:** 5.4

**Subject:** Approval of Updated Police Captain Job Description

**Prepared By:** Dan Wills, Chief of Police

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**Recommended Council Action**

Motion to Approve Updated Police Captain Job Description

**Overview / Background / Analysis**

The Police Department is seeking approval of the updated Police Captain job description. The revisions reflect organizational changes resulting from the creation and promotion of the new Deputy Chief of Police position. Several responsibilities historically assigned to the Police Captain role will transition to the Deputy Chief, requiring adjustments to the current Police Captain description.

**Staff Recommendation**

Motion to Approve Updated Police Captain Job Description

**Financial Impact:**

**Source Fund:**

**Budgeted?** N/A

**Supporting Documentation**

A. Police Captain

<b>Title:</b> Police Captain	<b>FLSA Status:</b> Exempt
<b>Department:</b> Police	<b>Position Status:</b> Regular Full-Time
<b>Accountable To:</b> Deputy Chief of Police	<b>Salary Grade:</b> Level 16
<b>Revision Date:</b> February 2026	

**POSITION SUMMARY**

Under direction from the Chief of Police and/or Deputy Chief of Police, serves in a command role and is assigned as commander of a police department division at the discretion of the Chief of Police. This position is responsible for overseeing personnel and procedures, including the implementation of departmental policies, and performing highly complex supervisory functions to ensure the effective delivery of law enforcement services.

**ESSENTIAL FUNCTIONS AND RESPONSIBILITIES**

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. Essential functions listed below are intended as illustrations of the various types of work that may be performed. The omission of specific duties does not exclude them if the work is similar, related or a logical assignment to the position. The primary objective of this position is to provide police department divisional oversight, as delegated by the Chief of Police and/or Deputy Chief of Police. This individual will perform a variety of administrative functions across assigned division(s), which include the following:

- Responsible for all duties and programs within assigned division as delegated by the Chief of Police and/or Deputy Chief of Police; oversees the daily operation, scheduling, and deployment of resources to ensure effective delivery of law enforcement services.
- Responsible for supervision, development, and evaluations of assigned divisional staff.
- Interprets and ensures compliance of directives, policies and procedures as applicable to police and city operations.
- Assists in the preparation and administration of the police department budget, and monitors expenditures.
- Plans, directs, and assigns resources to promote community outreach and crime prevention programs.
- Assists with recruitment, selection, and continuing training and education of department personnel at the direction of the Chief of Police and/or Deputy Chief of Police.
- Coordinates tasks associated with the maintenance of department facilities, fleet, and equipment.
- Investigates internal and external employee complaints and makes recommendations via the internal affairs function at the direction of the Chief of Police and/or Deputy Chief of Police.
- Attends public meetings, makes presentations, and represents the Chief of Police and/or Deputy Chief of Police as directed.
- Responds on or off duty to incidents and emergencies, and supervises investigations as directed.
- Assists with managing the police department evidence room, which includes but not limited to audits and managing the inventory and storage of property, and ensuring compliance with inventory and storage policies and procedures.
- Reviews and processes requested permits and data requests.
- Assists in the development and revision of the police department’s policies and procedures as assigned.
- Serves as the police department Public Information Officer (PIO) as directed by the Chief of Police.

- Works flexible schedule to meet organization needs in overseeing functions of the police department.
- During an extended absence of the Chief of Police and/or Deputy Chief of Police, may be assigned as Acting Chief of Police.
- Performs all other duties as assigned by the Chief of Police and/or Deputy Chief of Police.

## **COMMON PERFORMANCE STANDARDS**

### **Communications**

- Communicates with:
  - *Internal Clients Include:* Rogers Police Department staff, various police leaders, City employees, Mayor and City Councilmembers, city prosecutors, city attorney, etc.
  - *External Clients Include:* The Bureau of Criminal Apprehension, Department of Public Safety, Hennepin County Sheriff's Office, other law enforcement agencies, county attorneys, judicial and correctional system personnel, social services agencies, residents, vendors, etc.
- Must have the ability to actively listen to others for understanding of their needs and situations.
- Ability to speak and write English clearly.
- Must be able to assertively control conversations to quickly and accurately gather pertinent information and be able to communicate this information professionally and precisely to the proper recipient.
- Must be able to read and understand correspondence, memoranda and directives.
- Must possess excellent communication, interpersonal and customer service skills.
- Ability to respond to inquiries, requests and complaints with tact, discretion and diplomacy.

### **Decision Making**

- Must act in a decisive manner using good judgment.
- Must be able to assess problems and situations and be able to anticipate needs and evaluate alternatives.
- Must be able to effectively interpret the policies and objectives of the Department and the city.
- Ability to function independently and carry out job duties without constant supervision and direction.

### **Interpersonal Relationships**

- Must be consistent in dealing with people.
- Must exclude personal biases from work performance.
- Must have the ability to accept criticism and/or discipline.
- Must exhibit tact and diplomacy.
- Must strive to promote a cooperative atmosphere in the Department.
- Ability to develop and maintain professional relationships.

### **Professional Attitude**

- Must have commitment to the organization, willingness to take initiative, dependability, maturity in relationships with others, and self-confidence.
- Must represent the organization with a courteous, helpful, accurate and business-like attitude.
- Must be highly responsible, adaptable and flexible.
- Ability to maintain confidentiality.
- Must display and maintain a positive attitude and be team-oriented.

### **Quality of Work**

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

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

### **Technical Knowledge**

- Must have knowledge of city business functions.
- Must demonstrate an ability to understand and discern legislative, local, state, and federal regulations.
- Must have working knowledge of computers and electronic data processing equipment.
- Must have the ability to perform arithmetic computations accurately and quickly.
- Ability to effectively communicate, both verbally and in writing.
- Ability to organize and lead projects.
- Strong organizational skills.
- Ability to multitask and meet deadlines while providing accurate work products.

### **WORK ENVIRONMENT**

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

### **PHYSICAL REQUIREMENTS**

- Ability to stand, walk or sit for extended periods of time and performs physical movements such as twisting and turning at computer, files and while answering the phone.
- Ability to perform repetitive movements and use fine motor skills.
- Ability to occasionally lift, move and/or carry files, deliveries and storage boxes.
- Ability to read and discern visual images on a variety of media.
- Ability to operate a personal computer and applicable software, to include: word processing, spreadsheet, and accounting programs, adding machine or calculator, fax, copier, and telephone.
- Ability to sit for long periods of time.
- Ability to occasionally lift 25 pounds or more.
- Professionally acceptable competencies in vision, hearing, and sense of smell.

### **Minimum Qualifications**

- Associate's degree in law enforcement or closely related field is required.
- Must obtain Bachelor's Degree in Law Enforcement or closely related field within 3 years from the date of appointment to the rank of Captain.
- 10 years of sworn police officer experience.
- Progressively responsible police leadership experience, with at least 2 years at the rank of Sergeant or above.

### **Preferred Qualifications**

- 15+ years of sworn police officer experience.
- 7+ years of progressively responsible police leadership experience, with at least 5 years at the rank of Sergeant or above.
- Bachelor's or Master's degree in Law Enforcement, Criminal Justice, or closely related field.



## STAFF REPORT

## ROGERS CITY COUNCIL

Meeting Date: March 24, 2026

Agenda Item: 5.5

**Subject:** Approve Contract and Purchase of FirstDue Records Management System

**Prepared By:** Patrick Farrens, Fire Chief

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### Recommended Council Action

Approve the contract and purchase of FirstDue RMS, subject to City Attorney's recommended changes.

### Overview / Background / Analysis

The Fire Department has utilized EPR Fireworks RMS for incident reporting and records management since 2023. While the system has met basic reporting requirements, it has limitations in mobility, integration, and expanded operational functionality needed to support a modern, data-driven fire service. A recent issue with data reliability caused concerns, as the past two years of average response and on-scene times were found to be incorrect, as the system was pulling different numbers with each report. As the department continues to grow and adapt to increasing service demands, a more robust and comprehensive platform is necessary.

#### Key Benefits of First Due RMS:

Mobile user-friendly platform. First Due RMS offers a modern, mobile-friendly interface designed for use in the field. Firefighters and officers can complete reports, access critical data, and manage operations directly from tablets or mobile devices—reducing administrative burden and improving real-time data entry accuracy.

Expanded health and safety capabilities. First Due's enhanced capabilities strengthen our commitment to firefighter wellness and risk reduction. First Due includes integrated health and safety modules that go beyond basic reporting. These tools allow for:

- Tracking firefighter exposures and injuries
- Managing occupational health records
- Supporting compliance with safety standards and reporting requirements

Comprehensive training management: The First Due platform includes a robust training module that allows the department to:

- Track certifications and continuing education
- Schedule and document training activities
- Ensure compliance with state and national standards

- Utilize learning management software with built-in content to complete online training in a quicker, more user-friendly manner.

Advanced pre-planning tools. These tools improve situational awareness and support safer, more effective emergency response operations. First Due provides enhanced pre-incident planning functionality, including:

- Digital building layouts and hazard identification
- Occupancy-specific risk data
- Real-time access for responding crews.
- Mobile-friendly viewing. Our current RMS does not support a mobile app for all modules, which was promised at the time of purchase, thus creating a situation where accessing the data and efforts put in by our prevention team go unused, as it is not readily available for our crews.

Regional alignment and interoperability: Aligning with partner agencies strengthens interoperability and enhances overall regional response capabilities. Most neighboring agencies have adopted First Due RMS, creating an opportunity for improved regional collaboration. Utilizing the same platform allows for:

- Easier mutual aid coordination
- Shared data standards and reporting consistency
- Streamlined communication during multi-agency incidents
- Shared pre-plans between cities

Transitioning to First Due RMS will improve efficiency by reducing duplicate data entry, consolidating multiple functions into a single platform, and providing actionable data to support decision-making. The system's scalability also ensures it will meet future departmental needs. This product/contract has been reviewed and approved by the IT Director.

In the future, this RMS will eliminate a number of other software services, either entirely or by scaling back their use, creating operational and cost benefits. Programs such as our EMS learning management software, Active911, and others may be fully eliminated or reduced to only a few users to reduce the cost of these applications. In 2026, we are paying \$4,800 for implementation fees. Beginning in 2027, we will need to budget for an incremental increase of approximately \$10,000 in software costs.

### **Staff Recommendation**

Approve the contract and purchase of FirstDue RMS, subject to City Attorney's recommended changes.

**Financial Impact:** \$4,800.00 for 2026

**Source Fund:** 100-420-2210-43190-0000

**Budgeted?** No

**Supporting Documentation**

A. FirstDue



## Agreement for Services

This Agreement for Services (this "Agreement") dated as of **December 31, 2026** (the "Effective Date") is made by and between Locality Media, LLC dba First Due ("First Due") and **Rogers Fire & Rescue Department** located at **21201 Memorial Dr, Rogers, MN 55374** (the "Customer").

- 1. Service Access and Use Agreement.** First Due maintains a website through which Customer members may access First Due's **First Due Size-Up™** Community Connect™, Mobile Responder™ and/or other software-as-a-service platforms and solutions identified in Exhibit A (collectively, the "Service") in connection with the performance of their Customer duties. First Due agrees to grant the Customer access to the Service pursuant to the terms and conditions set forth below and in Exhibit A, and the Customer agrees to use the Service only in strict conformity with and subject to such terms and conditions.
- 2. Credential Management, Data Submission, and License Rights.** First Due may provide the Customer with one or more user ID's, initial passwords, digital certificates and/or other devices (collectively, "Credentials") and/or application programming interfaces ("APIs") to access the Service. The Customer shall access the Service only by using such Credentials and APIs. The Customer authorizes First Due to act on any instructions First Due receives from users of the Service who present valid Credentials and such individuals shall be deemed authorized to act on behalf of the Customer, including, without limitation, to change such Credentials. It is the Customer's sole responsibility to keep all Credentials and other means of access within the Customer's direct or indirect possession or control both confidential and secure from unauthorized use. The Customer understands the utility of the First Due Size Up Service depends on the availability of data and information relating to Locations and structures in the Customer's jurisdiction, including but not limited to building system and structural information, building inspection codes and incident report data (collectively, "Location Data"). First Due also may process and furnish through the Service, in addition to Location Data, other data regarding residents and roadways within the Customer's jurisdiction ("Community Data"). Location Data and Community Data are referred to collectively herein as "Data". First Due may acquire Data from third party public and/or private sources in First Due's discretion. In addition, the Customer will upload to the Service or otherwise provide to First Due in such form and using such methods as First Due reasonably may require from time to time, any and all Data from the Customer's records and systems which the parties mutually designate for inclusion in the Service database. The Customer agrees not to filter or alter such records except to conform such Data to the formats reasonably required by First Due. Subject to any third-party license restrictions identified expressly in writing by the Customer, the Customer grants to First Due a perpetual, non-exclusive, worldwide, royalty-free right and license to process, use and disclose the Data furnished to First Due by the Customer in connection with the development, operation, and performance of First Due's business, including but not limited to the Service.
- 3. Data Use, Disclaimers, and Limitations of Liability.** As between the parties, the Customer and its employees, contractors, members, users, agents, and representatives (collectively, "Customer Users") are solely responsible for determining whether and how to use Data accessed through the Service. The Customer acknowledges that First Due, through the Service, provides an interface for viewing Data compiled from the Customer and other sources over which First Due has no control and for which First Due assumes no responsibility. First Due makes no representations or warranties regarding any Location or structure (including but not limited to a Location's safety, construction, occupancy, materials, hazards, water supply, contents, location, surrounding structures, exposures, size, layout, compliance, condition or history), residents, roadways, or any actual or expected outcome from use of the Data, nor does First Due make any representation or warranty regarding the accuracy or reliability of the Data received by First Due. First Due provides administrative and information technology services only and does not advise, recommend, or render an opinion with respect to any information communicated through the Service and shall not be responsible for the Customer's or any third party's use of any information obtained through the Service.
- 4. Customer Equipment and Technical Requirements.** The Customer shall obtain and maintain, at its own expense, computers, operating systems, Internet browsers, tablets, phones, telecommunications equipment, third-party application services and other equipment and software ("Equipment") required for the Customer to access and use the Service (the Service being accessible to users through standard Internet

browsers subject to third party network availability and signal strength). First Due shall not be responsible for any problem, error or malfunction relating to the Service resulting from Customer error, data entry errors or malfeasance by the Customer or any third party, or the performance or failure of Equipment or any telecommunications service, cellular or Wi-Fi network, Internet connection, Internet service provider, or any other third-party communications provider, or any other failure or problem not attributable to First Due ("Technical Problems").

- 5. Term and Termination.** This Agreement will be effective for an initial term of **12 months** (the "Initial Term") commencing on the Effective Date. After the Initial Term, this Agreement will automatically renew for successive terms of **12 months** (each a "Renewal Term"), subject to the right of either party to cancel renewal at any time upon at least 60 days' written notice. First Due reserves the right to increase Customer's renewal Service fees by no more than **10%** per annum, applied to the Service fees set forth in the previous term. Either party also may terminate this Agreement immediately upon written notice if the other party: (i) becomes insolvent; (ii) becomes the subject of a petition in bankruptcy which is not withdrawn or dismissed within 60 days thereafter; (iii) makes an assignment for the benefit of creditors; or (iv) materially breaches its obligations under this Agreement and fails to cure such breach within 30 days after the non-breaching party provides written notice thereof.
- 6. Effects of Termination and Reservation of Rights.** Upon termination, the Customer shall cease use of the Service and all Credentials then in the Customer's possession or control. This Section 7 and Sections 9 through 16 and 20 through 24 hereof shall survive any termination or expiration of this Agreement.
- 7. Fees, Additional Services, and Taxes.** The Customer agrees to pay the fees set forth in Exhibit A for use of those Service features described in Exhibit A (as available as of the Effective Date). First Due may charge separately for services offered from time to time that are not included in the scope of Exhibit A (such as new Service features, systems integration services and applications of the Service for new purposes), subject to the Customer's written acceptance of the terms of use and fees associated with such services. The Customer shall be responsible for the payment of all taxes associated with provision and use of the Service (other than taxes on First Due's income).
- 8. Intellectual Property and Data Rights.**
  - a. **First Due IP.** First Due owns and shall retain all right, title, and interest in and to the Service, all components thereof, including without limitation all related applications, APIs, user interface designs, software and source code (which shall further include without limitation any and all source code furnished by First Due to the Customer in connection with the delivery or performance of any services hereunder) and any and all future enhancements or modifications thereto howsoever made and all intellectual property rights therein but not Data furnished by the Customer. Except as expressly provided in this Agreement or as otherwise authorized in advance in writing by First Due, the Customer and Customer Users shall not copy, distribute, license, reproduce, decompile, disassemble, reverse engineer, publish, modify, or create derivative works from, the Service; provided, however, that nothing herein shall restrict the Customer's use of the Data that the Customer has provided.
  - b. **Customer Data.** Customer shall own all Customer data and upon termination or written request, First Due shall provide Customer data to Customer.
  - c. **De-Identification.** Customer acknowledges and agrees that First Due may use Customer data to generate a de-identified data set (a "Data Set") in accordance with the then-current HIPAA de-identification standards set forth in 45 CFR § 164.514(b). Once de-identified, the Data Set will no longer constitute identifiable Customer data or "Protected Health Information", as defined under HIPAA at 45 CFR 160.103. Subject to applicable laws, First Due may, in its sole discretion, transform, analyze, distribute, redistribute, create derivative works of, license, disclose to third party researchers, or otherwise use such Data Set.
- 9. Confidentiality.**
  - a. "Confidential Information" means any and all information disclosed by either party to the other which is marked "confidential" or "proprietary," including oral information that is designated confidential at the time of disclosure. Without limiting the foregoing, all information relating to the Service and associated software and the terms of this Agreement shall be deemed First Due's

Confidential Information. Notwithstanding the foregoing, "Confidential Information" does not include any information that the receiving party can demonstrate (i) was known to it prior to its disclosure hereunder; (ii) is or becomes publicly known through no wrongful act of the receiving party; (iii) has been rightfully received from a third party authorized to make such disclosure without restriction; (iv) is independently developed by the receiving party, without the use of any Confidential Information of the other party; (v) has been approved for release by the disclosing party's prior written authorization; or (vi) is required to be disclosed by court order or applicable law, provided that the party required to disclose the information provides prompt advance notice thereof to the other party (except to the extent such notice is prohibited by law).

- b. Each party hereby agrees that it shall not use any Confidential Information belonging to the other party other than as expressly permitted under the terms of this Agreement or as expressly authorized in writing by the other party. Each party shall use the same degree of care to protect the other party's Confidential Information as it uses to protect its own confidential information of like nature, but in no circumstances with less than reasonable care. Neither party shall disclose the other party's Confidential Information to any person or entity other than its employees, agents or consultants who need access thereto in order to effect the intent of this Agreement and in each case who have been advised of the confidentiality provisions of this Agreement, have been instructed to abide by such confidentiality provisions, entered into written confidentiality agreements consistent with this Section 9 or otherwise are bound under substantially similar confidentiality restrictions.
- c. Each party acknowledges and agrees that it has been advised that the use or disclosure of the other's Confidential Information inconsistent with this Agreement may cause special, unique, unusual, extraordinary, and irreparable harm to the other party, the extent of which may be difficult to ascertain. Accordingly, each party agrees that, in addition to any other remedies to which the nonbreaching party may be legally entitled, the nonbreaching party shall have the right to seek to obtain immediate injunctive relief, without the necessity of posting a bond, in the event of a breach of Section 9(a) or 9(b) by the other party, any of its employees, agents or consultants.

**10. Limited Warranty.** FIRST DUE REPRESENTS AND WARRANTS THAT IT SHALL USE COMMERCIALY REASONABLE EFFORTS TO PROVIDE THE SERVICE WITHOUT INTRODUCING ERRORS OR OTHERWISE CORRUPTING DATA AS SUBMITTED BY THE CUSTOMER. OTHER THAN THE FOREGOING, THE SERVICE, INCLUDING ALL DATA, IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, FIRST DUE MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR FREE OR AVAILABLE AT ALL TIMES, NOR DOES FIRST DUE WARRANT THAT THE SERVICE WILL REMAIN COMPATIBLE WITH, OR OPERATE WITHOUT INTERRUPTION ON, ANY EQUIPMENT OF THE CUSTOMER OR CUSTOMER USERS.

**11. Service Levels and Support Obligations.** First Due will provide the Service on a 24X7X365 basis with an uptime guarantee of 99.5% availability excluding scheduled maintenance. First Due will respond to Customer and provide Initial Responses, Temporary Resolutions and Final Resolutions in accordance with the time requirements set forth in the table below.

<b>Severity Level:</b>	<b>Vendor's Initial Response will be provided within:</b>	<b>Vendor's Temporary Resolution will be provided within:</b>	<b>Vendor's Final Resolution will be provided within:</b>
1: Mission Critical – Software is down /undiagnosed but feared critical; situation may require a restore and Software use is suspended until a diagnosis is given	60 minutes from receipt of initial notice from the Customer, or discovery, of the error	24 hours from receipt of initial notice from the Customer, or discovery, of the error	2 days from receipt of initial notice from the Customer, or error discovery
2: Critical Issue – Software is not down, but operations are negatively impacted	2 hours from receipt of initial notice from the Customer, or discovery, of the error	48 hours from receipt of initial notice from the Customer, or discovery, of the error	2 days from receipt of initial notice from the Customer, or error discovery
3: Non-Critical Issue	4 hours from receipt of initial notice from	3 days from receipt of initial notice from the	15 days from receipt of initial notice from

	the Customer, or discovery, of the error	Customer, or discovery, of the error	the Customer, or error discovery
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**12. Warranty Limitations and Disclaimers.** EXCEPT AS SET FORTH ABOVE IN SECTION 10, FIRST DUE MAKES AND THE CUSTOMER RECEIVES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE SUBJECT MATTER HEREOF. FIRST DUE SPECIFICALLY DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT WITH RESPECT TO THE SUBJECT MATTER HEREOF, INCLUDING WITHOUT LIMITATION THE SERVICE.

**13. Customer Representations, Data Rights, and Use Restrictions.** The Customer represents and warrants that the Customer is authorized and has all rights necessary to enter into this Agreement, to provide the Data furnished by the Customer to First Due, and to use the Service and Data, and Customer will only use the Service and Data, as permitted under this Agreement and in accordance with the laws, regulations, and any third-party agreements applicable to the Customer and Customer Users. Without limiting the generality of the foregoing, Customer shall not cause or permit any Data to be uploaded to the Service or used in connection with the Service in any manner that would violate any third-party intellectual property rights or license between Customer and any third party. Customer agrees not to use or permit the use of the Service and Data in connection with any public or private enterprise other than operation and performance of the Customer's functions and services. In addition, the Customer and the Customer Users shall not copy, distribute, license, reproduce, publish, modify, or otherwise use any Personally Identifiable Information (PII) contained within the Data accessed through the Service for any purpose other than to lawfully carry out the services and duties of the Customer. The Customer shall remain responsible for the performance, acts and omissions of each Customer User as if such activities had been performed by the Customer.

**14. Indemnification.**

- a. First Due will indemnify, defend and hold harmless the Customer from and against any and all damages, liabilities, losses, costs and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Losses") resulting from any third-party claim, suit, action, investigation or proceeding (each, an "Action") brought against the Customer based on the infringement by First Due of any third-party issued patent, copyright or registered trademark, except to the extent such Action is based on Data furnished from the Customer, the Customer's breach of any third party agreement, or any combination or integration of the Service with any Customer- or third-party property, method or system.
- b. The Customer will indemnify, defend and hold First Due harmless from and against any and all Losses arising from or relating to: (i) any breach by the Customer of Section 8; or (ii) any Action by a Customer User or third party arising from or relating to the use of the Service or Data accessed through the Service, except to the extent such Losses are subject to Section 14(a) or result from the gross negligence or willful misconduct of First Due.
- c. Such indemnification under Sections 14(a) and 14(b) will be provided only on the conditions that: (a) the indemnifying party is given written notice reasonably promptly after the indemnified party receives notice of such Action; (b) the indemnifying party has sole control of the defense and all related settlement negotiations, provided any settlement that would impose any monetary or injunctive obligation upon the indemnified party shall be subject to such party's prior written approval; and (c) the indemnified party provides assistance, information and authority as reasonably required by the indemnifying party.

**15. Limitation of Liability.** EXCEPT FOR ITS INDEMNIFICATION OBLIGATIONS IN SECTION 14, AND EXCEPT FOR CLAIMS OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, FIRST DUE SHALL NOT BE LIABLE TO THE CUSTOMER OR CUSTOMER USERS FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SERVICES OR DATA, EVEN IF THE CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR ITS INDEMNIFICATION OBLIGATIONS IN SECTION 14, AND EXCEPT FOR CLAIMS OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, FIRST DUE SHALL NOT BE LIABLE TO THE CUSTOMER OR CUSTOMER USERS FOR ANY DAMAGES IN CONNECTION WITH THIS AGREEMENT IN EXCESS OF THE AMOUNT OF FEES PAID OR PAYABLE BY THE CUSTOMER

TO FIRST DUE WITHIN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY.

16. **Notices.** All notices, requests, demands, or consents under this Agreement must be in writing, and be delivered personally, by email or facsimile followed by written confirmation, or by internationally recognized courier service to the addresses of the parties set forth in this Agreement.
17. **Assignment.** Except as otherwise provided below, neither party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other party. First Due may assign this Agreement or any rights or obligations hereunder to any First Due affiliate or in connection with the merger or acquisition of First Due or the sale of all or substantially all of its assets related to this Agreement, without such consent. This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and permitted assigns.
18. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.
19. **Modifications.** Any modification, amendment or waiver to this Agreement shall not be effective unless in writing and signed by the party to be charged. No failure or delay by either party in exercising any right, power, or remedy hereunder shall operate as a waiver of such right, power, or remedy.
20. **Third Party Beneficiary.** The parties are independent contractors with respect to each other, and neither shall be deemed an employee, agent, partner, or legal representative of the other for any purpose or shall have any authority to create any obligation on behalf of the other. Neither party intends to grant any third-party beneficiary rights as a result of this Agreement.
21. **Force Majeure.** Any delay in or failure of performance by either party under this Agreement will not be considered a breach and will be excused to the extent caused by any event beyond the reasonable control of such party including, but not limited to, acts of God, acts of civil or military authorities, strikes or other labor disputes, fires, interruptions in telecommunications or Internet or network provider services, power outages, and governmental restrictions.
22. **Training Content Disclaimer.** As related to First Due's Basic Training Records, Advanced Training Records, and Advanced Training Records with Content modules and associated Training Content, First Due's products are intended to be used by certified instructors and are designed to be integrated into a broader curriculum that includes digital, online, or in person classroom instruction, hands-on practice and the use of educational materials. Some practices or procedures shown may differ from Licensee's competency and procedural requirements. First Due makes no warranty, expressed or implied that the information presented will satisfy any particular situation or need or that any demonstrated procedure is safe. First Due disclaims any liability, loss or risk resulting directly or indirectly from the Training Products.
23. **Entire Agreement and Severability.** This Agreement supersedes all prior agreements, understandings, representations, warranties, requests for proposal and negotiations, if any. Each provision of this Agreement is severable from each other provision for the purpose of determining the enforceability of any specific provision.
24. **Headings.** The headings and titles in this Agreement are for convenience of reference only and shall not affect the meaning, interpretation, or construction of any provision of this Agreement. They are not intended to be part of the substantive terms and shall not be used to interpret the intent of the parties.
25. **Log Retention:** First Due shall maintain all security logs (including authentication, system audit, and privileged access for a minimum of 12 months and provide them to the City upon request for audit or investigation purposes.
26. **Security Incident Notification and Reporting**

First Due guarantees that it shall notify the City of any **Security Incident** (as defined below) within **twenty-four (24) hours** of its discovery. Discovery occurs when the First Due, or any of its employees, contractors, or sub-processors, becomes aware of facts indicating that a Security Incident has occurred for City data.

  - a. **Notification Content** The initial notification shall be sent via Email to [department-is@rogersmn.gov](mailto:department-is@rogersmn.gov) and [fire@rogersmn.gov](mailto:fire@rogersmn.gov) and must include, at a minimum:

- i. The nature of the incident and the date/time of discovery.
- ii. The types of City data potentially impacted.
- iii. Immediate mitigation steps taken by the Vendor to secure the environment.

**B. Definition & Examples of Security Incidents** For this Agreement, a "Security Incident" is defined as any verified or highly suspected unauthorized access, use, disclosure, modification, or destruction of City information or interference with system operations in the Fire Due environment.

iv. **Examples of Security Incidents include, but are not limited to:**

1. **Unauthorized Access:** A third party gaining access to the City's database or user accounts (e.g., a credential harvest or "brute force" attack).
2. **Malware or Ransomware:** The detection of malicious code within the production environment that impacts data integrity or service availability.
3. **Data Exfiltration:** Any event where City data is downloaded, copied, or transferred to an unauthorized external location.
4. **Physical Breach:** Unauthorized physical entry into a data center or office where hardware containing City data is stored.
5. **Insider Threat:** Evidence that an employee or contractor has accessed City data without a "need-to-know" business justification.
6. **Exploited Vulnerabilities:** Successful exploitation of a software "bug" or misconfiguration that exposes City infrastructure.

**27. Agreement Billing Information.**

a. **Accounts Payable Contact**

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

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

b. **Tax Exempt** \_\_\_\_\_ (Yes/No)

If yes, please email a copy of the Exempt Certificate to [accounting@firstdue.com](mailto:accounting@firstdue.com).

c. **Purchase Order Required** \_\_\_\_\_ (Yes/No)

If yes, return a copy of the Purchase Order with the signed agreement or email a copy to [accounting@firstdue.com](mailto:accounting@firstdue.com).

**[Signature Page Follows]**

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the Effective Date set forth above. The undersigned represent and warrant that they are duly authorized to enter into this Agreement on behalf of the respective parties.

**LOCALITY MEDIA, LLC DBA FIRST DUE**

**Rogers Fire & Rescue Department**

By: \_\_\_\_\_  
(Signature)

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**Exhibit A  
Quote**

<b>Customer Name:</b>	Rogers Fire & Rescue Department	<b>Quote Number:</b>	1545132000636014449
<b>Billing Address:</b>	21201 Memorial Dr Rogers, MN 55374	<b>Prepared By:</b>	Justin Kelly
<b>Subscription Start:</b>	December 31, 2026	<b>Valid Until:</b>	January 31, 2027
<b>Initial Term:</b>	12 months		
<b>Annual Subscription:</b>	\$26,986.00		

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**Product Details**

**Occupancy Management & Pre-Incident Planning**

Manage Occupancies, Pre-Incident Mapping, ArcGIS Maps, Fire Systems, Hazardous Material, and Contacts.

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**Responder**

Web Responder dashboard and Responder iOS/Android App with notifications, statusing and routing.

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**Command**

Comprehensive Incident Command Module with digital command board, drag and drop task assignment, customizable checklists, live map annotation and automated Incident log.

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**Hydrant Management – Basic**

Manage Hydrants including hydrants visible on pre-plan & response map, hydrant list, hydrant types, hydrant uploads, ArcGIS hydrant layers, and hydrant setup

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**Inspections**

Field Inspections, Configurable Checklists, Violation Management, Virtual Inspections, Inspections Scheduler, and Integrated Pre-Incident Planning.

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**Permitting**

Permit Management, Customizable Permit Types, Plan Review and Permit Fees.

---

**Investigations**

Organize, analyze, and document investigations, keeping case information secure and separated from, but integrated with other modules.

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**ITM Reporting**

Allows AHJs to track, manage, and report on fire and life safety system inspections, testing, and maintenance. This includes a portal for service providers to upload ITM reports, automated reminders, configurable notifications and native interoperability with First Due Response and Fire Prevention modules. The service provider uploading the report will be charged \$25.00 per report submission.

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**Incident Reporting - Fire Incident Documentation**

Fire Incident Documentation enabling ongoing State and Federal compliance with NFIRS and NERIS data standards.

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**Incident Reporting – NFIRS EMS+**

NFIRS Incident Documentation, State and Federal Compliance with automated submission including standard NFIRS EMS Module with additional fields for enhanced patient documentation. Fields include Treatments, Procedures, Medications, Vitals, Signature

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**AI Enhanced Documentation: Fire Reporting**

AI powered transcription and documentation solution to assist with completing NFIRS/NERIS reports.

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**Time Clock**

Biometric time entry/tracking application for clocking employees in and out.

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**Scheduling**

Manage staff schedules with an interactive shift board, configurable call shifts module, messaging, time-off and shift trades.

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**Personnel Management**

Store, Manage and Access Employee Records including demographic data, certifications and employment information.

---

**Advanced Training Records with Content**

Assign Training, Record Completions, View Training Logs, and Manage Certifications. Enables the administration, assignment, and delivery of online training course content. This module also allows users to upload SCORM files to deliver online training to end users. Advanced Training Records Content Packages included with this purchase are listed below separately.

---

**Fire & EMS Training Bundle Content Package - Fire Engineering**

Includes access to First Due's Interactive Fire & EMS Training Bundle for use in the administration, assignment and delivery of web-based training through First Due Advanced Training Records with Content. Qty/Licenses: 44

This Training Content is subject to the Fire Engineering Training™ Subscription Services Terms and Conditions (the "FET Terms"), which are attached to and made part of the Agreement. The Customer understands and agrees that Clarion Events, Inc. is responsible solely for the obligations contained within the FET Terms, and First Due is responsible for all other obligations contained in your agreement.

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**Events & Activities**

Create Events, View Global Activity Log, and Access Global Calendar.

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**Health and Wellness**

First Due's Health and Wellness module allows for the proactive monitoring of responder health and safety including Exposure History along with Incident, Training or Event correlation, exposure trends to support compliance with organizational health and safety initiatives.

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**Assets & Inventory**

Assets, vehicles, equipment and inventory management, assets and equipment checks, and work order management.

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**Community Connect**

Online portal for residents and businesses to input critical occupant and property data that can be made available to Emergency Response Agencies during an incident.

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**Fire Data Bundle Advanced Analytics**

Includes access to First Due's pre-built "Fire Accreditation" and "Response Time Analysis" reports and dashboards.

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**Central Square Pro/Zuercher CAD Integration**

Receive CAD Data to support First Due Responder and Incident Reporting modules via sFTP or API connection utilizing the CST Pro Standard Export Interface or CS Pro API.

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**Premium Online Training Package**

Up to 8 Hours Online Training with certified First Due Instructor

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**Implementation and Configuration Services**

Services related to configuring and customizing the First Due Platform as described in the Statement of Work.

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One-Time Fees Subtotal	\$ 4,800.00
Subscription Fees Subtotal	\$ 26,986.00
<b>Grand Total*</b>	<b>\$ 31,786.00</b>

*\*Excluding Tax*

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**Statement of Work.** The attached Statement of Work will detail the Implementation, Training, Data Migration, Integrations, Customer Success Manager, Customer Support, and Assumptions for this Quote.

**Invoicing and Payment Terms.** The above-listed Grand Total will be invoiced in two (2) segments: (i) \$4,800.00 will be invoiced upon execution of this Agreement and due within thirty (30) days from the date of the invoice; and (ii) \$26,986.00 will be invoiced on or around December 31, 2026, and due within thirty (30) days from the date of invoice. For subsequent annual periods, the Service fees are due and payable annually in advance on December 31st.

**Electronic ACH payment Information.** Wells Fargo Bank | ACH Routing Number: 121000248 | Account #: 4192384907



## Statement of Work For

**Rogers Fire & Rescue Department**  
**Quote Number: 1545132000636014449**

### 1. Introduction

#### 1.1 Purpose

The purpose of this Statement of Work ("SOW") is to clearly define the Implementation, Training, Data Migration, Integrations, Customer Success Manager, Customer Support, and Assumptions for Customer from First Due for the purchased product(s) set forth in this Exhibit A ("Purchased Products").

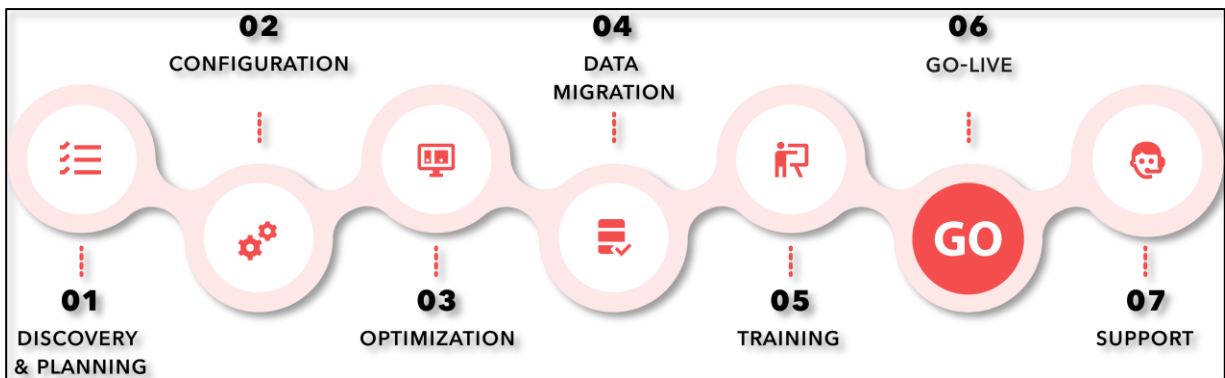
#### 1.2 Scope

This SOW includes the configuration, optimization, and deployment of the Purchased Products with the goal of meeting the organizational needs of the Customer.

### 2. Implementation

#### 2.1 Overview

First Due utilizes a combination waterfall and iterative approach to implementation. This includes Discovery, Configuration, Optimization, Data Migration, Training, and Go-Live.



#### 2.2 Implementation Resources

- **Implementation Manager:** Project lead and go-to person, acting as the primary liaison between the Customer and the First Due project team. The Implementation Manager will develop and execute the project plan, manage communication, and ensure adherence to predefined timelines and quality standards. This individual is also responsible for helping to configure the core system and some of the more straightforward modules.
- **Implementation Product Specialist(s):** While the Implementation Manager will lead the overall project, Product Specialists will be brought in to help configure and optimize specialty modules such as Fire Prevention, ePCR, Assets & Inventory, Training, Scheduling, and Reporting. They are product experts in First Due and are versed in industry best practices for their specific product specialties. Depending on the modules purchased and complexity, your project may be assigned 1-3 Product Specialists.
- **Technical Implementation Specialist:** Responsible for managing data migration from your current vendor to First Due and the integration between First Due and CAD. The Technical Implementation Specialist team comes from a diverse background, ranging from database management to public safety software integration.
- **Customer Success Manager:** As the point person after project completion, the Customer Success Manager (CSM) will be part of the implementation as an advocate and to ensure a seamless transition

to support post go-live. During the Implementation they will regularly check-in to ensure progress is being made and help with the addition of new modules or scope from a commercial perspective. Post go-live, they will provide regular check-ins to ensure the Customer is adopting the Purchased Products and deriving value from them.

- **Training Manager:** Responsible for developing and executing the training plan, with the goal of effective adoption of the Purchased Products by Customer. The Training Manager will be involved throughout the project to ensure they have the Customer specific knowledge to design the most effective training plan possible.

## 2.3 Implementation Phases

**2.3.1 Discovery & Planning:** Once the Project has been assigned, Customer will receive a set of tailored discovery questionnaires. Once filled out, the Implementation Manager will schedule a Project Kick-Off. During this meeting the Customer will receive access to the First Due platform, meet the project team and receive an initial product tour. The Implementation Manager will also provide an overview of the project plan, decide the meeting cadence, and formalize the next steps. CAD Integration and Data Migration planning meetings are also held during this phase, if required. These meetings will be led by the Technical Implementation Specialist.

- **Key Meeting(s):** Project Kick-Off, CAD Kick-Off, Data Migration Planning
- **Milestone(s):** Project Kick-Off, System Access
- **Customer Task(s):** Fill Discovery Questionnaires
- **Deliverable(s):** Welcome email, Initial Account Set-Up, System Logins Provided

**2.3.2 Configuration:** After planning is complete, the Implementation Manager will begin scheduling the Configuration sessions. Before each configuration session there will be some light prep work for the Customer to complete. Generally, there will generally be one (1) configuration session per module, but in cases where there is more complexity, there may be multiple. These sessions will either be run by the Implementation Manager or the Implementation Product Specialist, depending on the module.

- **Key Meeting(s):** Module Configuration Sessions (1-2 per module)
- **Milestone(s):** N/A
- **Customer Task(s):** Configuration Prep Work (per module)
- **Deliverable(s):** Initial Module Configuration
- **Scope:** All Purchased Products

**2.3.3 Optimization:** After the configuration is complete, the Customer will be provided with test work (module User Acceptance Testing (UAT)) to complete. Following the completion of the UAT work, Optimization Sessions will be held to review Customer feedback, correct any issues, and finalize the configuration of the module. There will generally be one (1) Optimization session per module, but in cases where there is more complexity, there may be multiple. Once a module is configured and optimized, the Customer will be provided a module sign-off document to review and sign. Note Configuration and Optimization sessions may run interchangeably to ensure the project stays on-track.

- **Key Meeting(s):** Module Optimization Sessions (1-2 per module)
- **Milestone(s):** Module Acceptance and Sign-Off (1 per module)
- **Customer Task(s):** Optimization Prep Work (UAT per module)
- **Deliverable(s):** Module Optimization resulting in Customer Acceptance
- **Scope:** All Purchased Products

**2.3.4 Data Migration:** Data Migration will occur throughout the project and can be summarized in three steps: (1) initial data migration at the beginning of the project required for configuration, (2) import of historical records, usually occurring throughout the project, and (3) final data migration immediately before go-live. First Due's Data Migration team will review your legacy data environment and provide guidance on the best path to extract, map, and import the data into First Due.

- **Key Meeting(s):** Data Migration Planning
- **Milestone(s):** Data Migration Sign-Off
- **Customer Task(s):** Extract or provide access to legacy data based on guidance from First Due Data Migration team, Data Mapping Assistance, review and approve data load.
- **Deliverable(s):** Data Migration Plan, Data Mapping Assistance, Data Import

**2.3.5 Training:** As the project is in the final stages, the Training Manager will work with the Customer to arrange a training plan that will result in the successful adoption of the Purchased Products. Note that while Webinar Administrator training will occur during configuration and optimization sessions, the Training Manager will arrange formal Webinar and/or Onsite Train-the-Trainer and/or End User Training Session(s). Additive to the provided training, Customer will also have access to live weekly training academy sessions as well as on demand online training videos and training guides via the First Due Knowledgebase.

- **Key Meeting(s):** Training Planning, Training Sessions
- **Milestone(s):** Training Completed
- **Customer Task(s):** Coordinate staff to be trained
- **Deliverable(s):** Training Plan and Training Session(s)

**2.3.6 Go-Live:** Once all modules have been signed off and training has been arranged or completed, First Due will work with the Customer to kick-off the Go-live process. This includes: (1) Final System Acceptance, (2) Go-live planning meeting, (3) Final Data Migration, (4) Go-live, and (5) Post go-live implementation support.

- **Key Meeting(s):** Go-live planning, Post Go-live Check-Ins
- **Milestone(s):** System Acceptance, Go-live
- **Customer Task(s):** Final Testing
- **Deliverable(s):** Post Go-live Implementation Support (2-4 weeks)

**2.3.7 Transition to Customer Success:** Following the completion of the post go-live support period and assuming all critical implementation tasks are complete, Customer will be transitioned to their Customer Success Manager (CSM) and to the First Due Support team.

- **Key Meeting(s):** Customer Success Transition Meeting
- **Milestone(s):** Transition to Customer Success and Support
- **Customer Task(s):** N/A
- **Deliverable(s):** N/A

### 3. Training

Training is an integral part of any successful implementation. First Due is focused on providing your agency adequate training to ensure effective user adoption of the platform. As part of this SOW, the Customer shall receive:

- Formal training as outlined in Exhibit A
- Administrator Training as part of the Configuration / Optimization
- Access to live First Due Academy Webinars
- Access to online recorded training videos and guides via an interactive knowledgebase

Any additional scope or detail related to Training will be listed below.

## 4. Data Migration

First Due understands the importance of data migration to our customers and has extensive experience working to migrate historical records into the platform. First Due will use best efforts to migrate applicable data from Customer's existing systems utilizing data migration best practices. This includes:

- Data Migration Planning Session
- Assistance/Guidance in extracting data from existing system/s
- Mapping extracted data to First Due import workbooks
- Importing of Data into First Due

The Data Migration scope of this SOW will be to import legacy data from Customer existing systems in order for the Purchased Products to be operational. This includes operational data and historic records. Note that there are times when certain data is not seen as valuable to migrate to First Due. First Due and Customer will agree during the planning phase on what data needs to be migrated and priorities around data migration.

## 5. Integrations

As part of this SOW, First Due will implement all integrations and relevant scope outlined in Exhibit A. Integrations will be implemented during the configuration and optimization phases outlined above. In most cases, these integrations will be aligned with the module they are related. The only exception to this is the CAD Integration which, if part of scope, will have its own dedicated session at the beginning of an implementation. Customer or complex integrations may follow this same exception and have their own sessions to implement.

First Due will support these integrations post go-live. Note First Due is not responsible for outages, issues, and failures of 3rd Party Vendors. First Due will, however, always endeavor to work with Customer to resolve issues, regardless of responsibility.

Any additional scope or detail related to Integrations will be listed below.

## 6. Customer Success Manager

First Due understands the value of ongoing Customer Success activities post go-live. As part of this SOW, Customer will receive a Customer Success Manager who will be the point person for Customer post go-live. Customer will receive regular check-ins to ensure the adoption of the Purchased Products. As part of the regular check-ins, the Customer Success Manager can help Customer with any major enhancements or issues, new feature updates, interest in other modules and additional training needs.

## 7. Customer Support

A customer's success is important to First Due and we understand having a reliable, knowledgeable Customer Support (or Support) team there to help is vital. Customer Support provides a central point of contact to ensure that all customer support requests are responded to and resolved. Below is a summary of the support components.

### 7.1 Contacting Customer Support

Customer Support is a service provided to our customers when they have questions, requests, or issues with the Services. When Customer submits a support request, a Support Ticket (or Ticket) is created within First Due's Support CRM and a unique ID (or ticket number) is assigned to track and document Customer's support request.

We offer a variety of channels to communicate with our Support team:

- **Online:** <https://support.firstduesizeup.com/portal/en/kb/first-due-community-connect-support>
- **Email:** [support@firstdue.com](mailto:support@firstdue.com)
- **Phone:** (516) 874-5818

### 7.2 Self-Service Resources

First Due strives to provide useful, empowering self-service resources that are available 24/7 on our [online Support Center](#). Our Knowledgebase contains step-by-step/how-to articles, FAQs, videos, best practices, etc.

### **7.3 Hours of Operation**

Customer Support hours of operation (Business Hours) are:

- Monday to Friday, 9:00am – 6:00pm ET\*\*
- \*\* 24x7 Support available for Sev 1 (Down/Urgent) issues.

## **8. Assumptions**

### **8.1 Customer Participation**

Every successful implementation requires adequate participation from the Customer. Although First Due is ultimately responsible for deliverables in the SoW, Customer agrees to attend the necessary calls and complete required preparatory work in order to help drive the project forward. At a minimum, Customer resources will be required for one (1) hour per week for meetings, and half an hour to one (0.5-1) hour of prep work per week by one or multiple individuals. Customer understands the importance of ensuring the correct Customer resources are available when required.

### **8.2 Statement of Work Expiration**

Excluding significant delays caused by the First Due team, this SOW will expire within twelve (12) months of the Subscription Start Date as detailed in Exhibit A. In situations where the project is delayed for no fault of either party, First Due agrees to extend the term, only if there is an agreed plan to complete the project within the extension period. Note the term expiration does not apply to Section 6 & 7 above and will not impact First Due's ability to support the Customer post go-live.

### **8.3 Best Practice and Standard Workflow**

First Due intends to meet the organizational needs of the Customer and their respective software requirements by configuring the Purchased Products to closely align with existing workflows. Although First Due is incredibly flexible, there may be times when First Due recommends using standard functionality or best practice to ensure a timely implementation, and simplification of current process. These workflows may differ from Customer existing workflows. Customer understands the importance of collaboration to achieve the ultimate goal of successfully adopting the Purchased Products and is aware there may be changes to existing workflow to accomplish this.

### **8.4 Go-live Requirements & Gaps**

Over the course of the Implementation, both parties may uncover functionality gaps in the Purchased Products. Some of these gaps may have a material impact on the ability to implement or adopt the product. Gaps of this nature, deemed Go-Live Requirements, will be prioritized to ensure a timely go-live and project completion. However, in the case that certain features are not complete before go-live, they will be added to module and system signoffs as exceptions and will be completed within an agreed upon timeframe.

## Subscription Services Terms and Conditions

The following terms and conditions (the "Agreement") apply to all Subscription Services, as defined below, purchased by the entity or individual using the Subscription Services (the "User") from Clarion Events, Inc. ("Clarion Events"). If purchased on behalf of others, the User represents and warrants that all individuals who have access to the Subscription Services are each considered a User and personally guarantees that all individuals will comply with the terms of the Agreement.

**WHEREAS**, Clarion Events has developed and implemented Fire Engineering Training and other services which can be purchased on a subscription basis (the "Subscription Services");

**WHEREAS**, the User wishes to purchase the Subscription Services from Clarion Events through First Due Holdings, Inc., a Delaware corporation, through its wholly-owned subsidiary Locality Media, LLC dba First Due ("First Due");

**WHEREAS**, the User understands and agrees that Clarion Events' obligations are solely limited to the terms contained in this Agreement, and any other services or obligations which may be offered by First Due related to this Agreement or the Subscription Services are the sole obligation of First Due. For good and valuable consideration, the receipt of which is hereby acknowledged, Clarion Events and the User agree to the following:

1. **Term.** This Agreement becomes effective and enforceable upon the User's purchase of the Subscription Services, or the User's use of the Subscription Services, whichever occurs first. This Agreement shall remain in effect for a minimum one (1) year period commencing on the purchase date, unless a different time period is specified on any applicable order form (the "Initial Term"); provided, however, that the Term will be automatically extended for successive one-year periods thereafter (each a "Renewal Term") unless one party provides written notice of non-renewal to the other party at least thirty (30) days prior to the expiration of the Initial Term or the then-current Renewal Term, as the case may be. The Initial Term and all subsequent Renewal Terms shall collectively comprise the "Term" of this Agreement. Notwithstanding the foregoing, Clarion Events may terminate this Agreement upon written notice to the User due to the User's breach, insolvency or bankruptcy, or failure to comply with the spirit of the Agreement as determined in Clarion Events' sole discretion.
2. **Subscription Fee/Invoicing.** Clarion Events will invoice the User for purchased Subscription Services at the commencement of the Initial Term and thirty (30) days prior to the beginning of each Renewal Term. The User will pay the invoiced amount by Clarion Events within thirty (30) days of the invoice date. Payment instructions are included on the applicable order form, which is attached to and made part of this Agreement, and the User agrees to comply with all such instructions. Clarion Events reserves the right to increase pricing for each Renewal Term.
3. **Ownership of Materials; Derivative Works; Right to Use.**
  - 3.1. **Learning Management System.** The User understands and agrees that part of the Subscription Services may include the use of Clarion Events' Learning Management System ("LMS"), Fire Engineering Training, as described below:
    - 3.1.1. **Generally.** The User acknowledges and agrees that all learning management system services, including but not limited to all online courses, videos, test banks, skills templates and all other materials provided by Clarion Events to the User from time to time during the term of this Agreement (such materials collectively, the "Subscription Materials") are proprietary products of Clarion Events, protected under U.S. copyright, trademark, patent, and other applicable law. Subject to the terms, conditions, and limitations of this Agreement, Clarion Events hereby grants the User a limited, nontransferable, revocable license to prepare derivative works of the Subscription Materials subject to the terms and conditions of this Agreement (each, a "Derivative Work"); provided, however, that the User acknowledges and agrees that Clarion Events is the sole owner of all right, title and interest in and to all Derivative Works, including all copyrights and other



actually paid to Clarion Events by the User for the purchased Subscription Services under this Agreement during the twelve-month period immediately prior to the assertion of such claim, demand or action. In no event shall Clarion Events be liable for any indirect, incidental, consequential, special, or exemplary damages or lost profits, even if Clarion Events has been advised of the possibility of such damages. The limitations set forth in this Section 6 shall apply whether the User's claim is based on breach of contract, tort, strict liability, product liability or any other theory or cause of action.

7. **Indemnification.** The User agrees to defend, indemnify, and hold harmless Clarion Events, and its respective affiliates, personnel and representatives from and against all expenses, costs, claims, demands, suits, actions, proceedings, judgments, fines, penalties, losses, damages and liabilities (including but not limited to reasonable attorneys' fees and expenses), resulting directly or indirectly from (i) any actions or omissions of the User and/or its personnel, agents and representatives that are negligent, wrongful or constitute a breach of this Agreement, or (ii) claims that the User's information, data, documentation, or other content violate the intellectual property, privacy or other rights of any third party. This indemnity provided under this provision shall survive the termination or expiration of this Agreement and is in addition and without prejudice to any other rights and/or remedies which Clarion Events may have or be entitled to under this Agreement and/or applicable laws.
8. **Confidential Information.** The User understands and agrees that it will be exposed to Clarion Events' confidential and proprietary information, including trade secrets, and shall not disclose such information to third parties, and is permitted to only use such information as described in this Agreement. For the avoidance of doubt, the User shall not use the Subscription Services, Subscription Materials, or any other information or documentation covered by this Agreement for any other purpose other than internal use.
9. **Governing Law.** This Agreement shall be construed in accordance with, and governed by, the laws of the State of Delaware, without giving effect to any choice of law doctrine that would case the law of any other jurisdiction to apply.
10. **Entire Agreement.** This Agreement, including any applicable order forms, embodies the entire agreement and understanding of the parties hereto and hereby expressly supersedes all prior written and oral agreements and understandings with respect to the subject matter hereof. No representation, promise, inducement, or statement or intention has been made by any party hereto that is not embodied in this Agreement. In the event of a conflict of terms between an order form, executed by the User and Clarion Events, and this Agreement, the terms of the order form shall prevail. Terms and Conditions set forth in any purchase order, or any other form or document of the User, which are inconsistent with, or in addition to, the terms and conditions set forth in this Agreement, are hereby objected to and rejected in their entirety, regardless of when received, without further action or notification by Clarion Events, and shall not be considered binding on Clarion Events unless specifically agreed to in writing by it.

**Request for Taxpayer  
Identification Number and Certification**

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give form to the  
requester. Do not  
send to the IRS.

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) <b>First Due Holdings, Inc.</b>			
	2 Business name/disregarded entity name, if different from above. <b>Locality Media, LLC dba First Due</b>			
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions)		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____  <i>(Applies to accounts maintained outside the United States.)</i>	
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. <input type="checkbox"/>			
	5 Address (number, street, and apt. or suite no.). See instructions. <b>390 NE 191st St. STE 17328</b>		Requester's name and address (optional)	
	6 City, state, and ZIP code <b>Miami, FL 33179</b>			
	7 List account number(s) here (optional)			

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>								
				-				
<b>OR</b>								
<b>Employer identification number</b>								
3	9	-	2	7	2	5	8	0 2

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**    Signature of U.S. person *Alyssa Longenbach*    Date **Jan 13 2026 12:25 EST**

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**What's New**

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



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

**Meeting Date:** March 24, 2026

**Agenda Item:** 5.6

**Subject:** Approve Job Description and Position Recruitment for Building Inspector Intern

**Prepared By:** Patrick Farrens, Fire Chief

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**Recommended Council Action**

Approve Building Inspector Intern Job Description and Approve Recruitment for Building Inspector Intern.

**Overview / Background / Analysis**

During the 2026 budget process, the potential need for an additional full-time Building Inspector position was identified and presented for council consideration. At that time, the position was not approved. Since the adoption of the 2026 budget, development activity has accelerated beyond projections. Permit volumes for both residential and commercial construction have surpassed this year's estimates, resulting in increased inspection demand and an associated workload for existing staff. Additionally, the current part-time inspector has not been able to work the originally anticipated number of hours, further limiting available inspection capacity.

The combination of higher-than-expected permit activity and reduced part-time staffing availability has created a gap in service capacity. Without additional support, the division risks:

- Delays in inspection scheduling and completion
- Reduced turnaround times for permit-related services
- Increased strain on existing staff

Hiring an additional Building Inspector Intern will provide immediate operational support and help maintain service levels consistent with community expectations. Adding an intern position also provides a valuable workforce development opportunity. Developing talent internally helps ensure continuity, reduce onboarding time, and strengthen long-term staffing stability. This role allows the City to:

- Train and evaluate a potential future full-time employee
- Build institutional knowledge within the organization

This position will be funded within the existing part-time wages budget. However, total expenditures in this category are expected to exceed the originally budgeted amount by

an undetermined margin due to increased hours. The anticipated budget overage will be offset by increased permit revenue resulting from higher-than-projected residential and commercial development activity. As such, the net financial impact on the City is expected to be minimal.

**Staff Recommendation**

Approve Building Inspector Intern Job Description and Approve Recruitment for Building Inspector Intern.

**Financial Impact:** \$25,000 Estimated      **Source Fund:** 100-420-2400-41030-0000  
without factoring in any offsetting savings

**Budgeted?** No

**Supporting Documentation**

A. Building Inspector Intern Job Description

<b>Title:</b> Building Inspector Intern	<b>FLSA Status:</b> Non-Exempt
<b>Department:</b> Building Inspections	<b>Position Status:</b> Regular Part-Time (Non-Permanent) Intern
<b>Accountable To:</b> Building Official	<b>Salary Grade:</b>
<b>Supervision of Others:</b> None	<b>Revision Date:</b> March 2026

**POSITION SUMMARY**

The Building Inspector Intern is responsible for inspecting residential, commercial, and industrial construction projects to ensure compliance with applicable building codes, zoning regulations, and safety standards. This role involves reviewing construction plans, conducting on-site inspections throughout various stages of construction, documenting findings, and providing guidance to contractors, developers, and property owners. The Building Inspector Intern plays a critical role in safeguarding public health and safety by ensuring that buildings are constructed and maintained in compliance with code.

**SUPERVISION RECEIVED AND EXERCISED**

Work is performed under supervision with significant guidance and direction from the Building Official and Building Inspectors. There is frequent public interaction to provide basic information, and some interactions require detailed procedural explanations or technical responses.

**ESSENTIAL DUTIES AND RESPONSIBILITIES**

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

- Review residential and commercial building plans and permit applications to ensure compliance with local building codes and other applicable regulations.
- Conduct on-site inspections of construction projects to verify adherence to approved plans and safety standards.
- Assists in coordinating the review of building plans with various city departments to ensure plans are complete according to required standards and required services are available.
- Assists with the issuance of building permits and certificates of occupancy.
- Enforce compliance with building codes, safety regulations, and environmental standards.
- Advise property owners, contractors, and developers on building code requirements and construction-related issues.
- Investigate complaints related to building code violations and take appropriate action.
- Maintain accurate records of inspections, permits, and violations.

- Work closely with local government officials and other departments.
- Stay updated on new building codes, standards, and industry best practices.
- Issues work correction notices and/or other orders and certificates.
- Communicates courteously and professionally and maintains working relationships with others.
- Keeps the Fire Chief and Building Official informed on building permits and inspection activities.
- Establish and maintain positive and effective working relationships with design professionals, contractors, and the public.
- Performs other duties and activities as assigned.

## **QUALIFICATIONS**

### Minimum Qualifications:

- High School degree or GED
- Possessing a valid Class “D” Minnesota Driver’s License is required.
- Knowledge of local, state, and national building codes and regulations.
- Excellent communication and problem-solving skills.
- Currently pursuing or have obtained a certificate in Building Inspection Technology
- Proficient in Microsoft Office

### Preferred Qualifications:

- Associate’s degree in construction management, civil engineering, architecture, or a related field (or equivalent experience).
- Experience as a Building Inspector.
- Certifications from the International Code Council (ICC).
- Experience in construction, architecture, or engineering, focusing on building inspections or code enforcement.

## **COMMON PERFORMANCE STANDARDS**

### Communications

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

### Decision Making

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

### Interpersonal Relationships

- Must be consistent in dealing with people
- Must be sensitive to others' problems and concerns without direct involvement
- Must exclude personal biases from work performance
- Must have the ability to accept criticism and/or discipline
- Must have tact and diplomacy
- Must strive to promote a cooperative atmosphere in the department
- Must have a positive attitude

#### Professional Attitude

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

#### Quality of Work

- Must be able to produce quality, accurate work
- Must be able to detect and correct errors
- Must be able to utilize work time productively and adequately

### **WORK ENVIRONMENT**

- Office environment and on-site field inspections.
- Occasional travel to construction sites.
- Ability to handle stressful situations involving non-compliance or violations.
- Work both indoors and outdoors in normal and inclement weather conditions.

### **PHYSICAL REQUIREMENTS**

#### Walking and Standing:

- On-site inspections often require walking around construction sites, including uneven terrain, stairs, scaffolding, and potentially hazardous areas. May need to stand for extended periods while reviewing plans or talking to contractors.

#### Climbing:

- Inspecting multi-story buildings may require climbing ladders, stairs, or scaffolding to access different levels or rooftops. Some inspections may also require access to attics, crawl spaces, or basements.

#### Lifting and Carrying:

- May need to lift and carry building plans, blueprints, or equipment (such as measuring tools or safety gear). These items can vary in weight, often requiring light lifting (under 25 pounds), though heavier items may occasionally be encountered.

#### Kneeling, Stooping, and Bending:

- May need to kneel, stoop, or bend to inspect lower parts of buildings, such as foundations, plumbing, or electrical systems. This may involve crawling through crawl spaces or inspecting the underside of structures.

Vision and Dexterity:

- Strong visual acuity is important for reading construction plans, examining blueprints, identifying structural defects, and inspecting safety equipment.
- Manual dexterity is necessary for handling inspection tools, taking notes, or operating digital devices like tablets or smartphones during inspections.

DRAFT



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

**Meeting Date:** March 24, 2026

**Agenda Item:** 5.7

**Subject:** Approval of Resolution No. 2026 - 31, A Resolution Acknowledging Rockin' Rogers For Calendar Years 2027 and 2028 and Support Services for the Event

**Prepared By:** Stacy Scharber, Assistant Administrator/HR Director

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**Recommended Council Action**

Motion to approve Resolution No. 2026 - 31, A Resolution Acknowledging Rockin' Rogers For Calendar Years 2027 and 2028 and Support Services for the Event.

**Overview / Background / Analysis**

City Leaders and members of the Rogers Lions Club met on Wednesday, March 4th, to discuss the future of Rockin' Rogers Days at its current location, 21201 Memorial Drive. The Rogers Lions Club requested a Resolution of Support to host the event at their current location for calendar years 2027 and 2028.

**Staff Recommendation**

Motion to approve Resolution No. 2026 - 31, A Resolution Acknowledging Rockin' Rogers For Calendar Years 2027 and 2028 and Support Services for the Event.

**Financial Impact:**

**Source Fund:**

**Budgeted?** N/A

**Supporting Documentation**

A. 2026-31 A Resolution Acknowledging Rockin' Rogers 2027-2028

**RESOLUTION NO. 2026 - 31**

**A RESOLUTION ACKNOWLEDGING ROCKIN' ROGERS  
FOR CALENDAR YEARS 2027 & 2028  
AND SUPPORT SERVICES FOR THE EVENT**

**WHEREAS**, the City of Rogers, in conjunction with the Rogers Lions Association, have met and determined that last full weekend of June in 2027 and 2028 will serve as Rockin' Rogers Days; and

**WHEREAS**, the area located at 21201 Memorial Drive (east and south parking lot) has been identified as the site for the Rockin' Rogers stage and events in 2027 and 2028; and

**WHEREAS**, it is anticipated that the City will continue its funding in the same manner as prior years, with possible necessary increases due to inflation, to assist the Lions in funding the 2027 and 2028 Rockin' Rogers Days; and

**WHEREAS**, City staff and resources are required for the public safety and protection of persons who will be attending the events of the Rockin' Rogers Day celebration.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Rogers that the City supports the Rockin' Rogers Days celebration for 2027 and 2028 by dedicating space, time, and resources.

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

The following voted in favor of said Resolution:

The following voted against the same:

The following abstained:

Whereupon said Resolution was declared duly passed and adopted, and was signed by the Mayor and attested by the Clerk dated this 24th day of March, 2026.

\_\_\_\_\_  
Mayor

ATTEST:

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



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

**Meeting Date:** March 24, 2026

**Agenda Item:** 5.8

**Subject:** Approval of Rogers Wine and Spirits Sign Quote  
**Prepared By:** Tom Agnes, Liquor Operations Director

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**Recommended Council Action**

Motion to approve quote from Scenic Signs for new signage for Rogers Wine and Spirits.

**Overview / Background / Analysis**

The RWAS logo has been redesigned and the signage for the store should be updated with the new logos. The Liquor Commission discussed this item last year and approved moving forward with obtaining quotes.

The exterior insulation and finish system (EIFS) on the top border of the walls is in poor condition and is heavily stained. It would be prudent to have EIFS patched and painted darker at this time to not show staining in the future. There is currently signage on the east, north and west sides of the building. The west side sign will be removed and not replaced since the visibility is only from the Kohl's parking lot.

Quotes for the EIFS repairs and signage replacement were requested from 4 vendors as follows:

- Scenic Signs — Total quote is \$42,101.00
- Spectrum Signs – Total quote is \$67,470.00
- Schad Tracy – Incomplete quote, they did not include the EIFS repair and paint. The sign-only quote is \$21,085.38
- RHL Signs – Did not return a quote in time

It is recommended to move forward with Scenic Signs for the EIFS repairs and signage replacement.

**Staff Recommendation**

Motion to approve quote from Scenic Signs for new signage for Rogers Wine and Spirits.

**Financial Impact:** \$42,010.00

**Source Fund:** Liquor Fund

**Budgeted?** Yes

## **Supporting Documentation**

### A. Scenic Sign Proposal



BOX 881 ST. CLOUD MN 56302 (320) 252-9400

# PROPOSAL

## Proposal #: 32960

Proposal Date: 02/05/26  
 Customer #: 4244  
 Page: 1 of 5

SOLD TO:	JOB LOCATION:
ROGERS MUNICIPAL LIQUOR 21725 S DIAMOND LAKE ROAD ROGERS MN 55374	ROGERS WINE AND SPIRITS 21725 S DIAMOND LAKE ROAD ROGERS MN 55374  REQUESTED BY: TOM

SCENIC SIGN CORPORATION (HEREINAFTER CALLED THE "COMPANY") HEREBY PROPOSES TO FURNISH ALL THE MATERIALS AND PERFORM ALL THE LABOR NECESSARY FOR THE COMPLETION OF:

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
2	* QUOTE #47161 NEW ROGERS WINE & SPIRITS DIRECT MOUNT CHANNEL LETTERS ON THE EAST AND NORTH ELEVATIONS OF THE STORE.	\$7,470.00	\$14,940.00
1	* QUOTE #47162 REMOVE CHANNEL LETTERS ON WEST SIDE OF BUILDING AND SCRAP.	\$1,175.00	\$1,175.00
1	* QUOTE #47163 PATCH AND PAINT EIFS ON THE BUILDING TO THE COLOR CHOSEN BY THE CITY OF ROGERS. IF THE DESIRE IS TO FULLY SKIM EIFS WHERE OLD SIGNS WERE ADD \$3100.00 - NO DOORS OR FRAMES INCLUDED IN THIS PRICING.	\$25,895.00	\$25,895.00
		<b>SUB TOTAL:</b>	<b>\$42,010.00</b>
		<b>ESTIMATED SALES TAXES:</b>	<b>\$0.00</b>

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED, AND THE ABOVE TO BE IN ACCORDANCE WITH THE DRAWINGS AND OR SPECIFICATIONS SUBMITTED FOR THE ABOVE WORK AND COMPLETED IN A WORKMANLIKE MANNER FOR THE SUM OF:

**TOTAL PROPOSAL AMOUNT: \$42,010.00**

**TERMS: 50.0% DOWN, BALANCE DUE ON COMPLETION**  
 (INTEREST OF 1.5% PER MONTH WILL BE ADDED TO PAST DUE ACCOUNTS)

**THIS PRICE DOES NOT INCLUDE PRIMARY ELECTRICAL SUPPLY AND CONNECTION. PERMIT AND ENGINEERING FEES AS REQUIRED BY GOVERNMENT WILL BE ADDED AS WELL AS PROCUREMENT FEE. SALES TAX IS INCLUDED IN MOST CASES, TAX WILL BE ADDED TO ANY PRODUCTS PICKED UP AT OUR PLANT, INSTALLED BY OTHERS AND SOME ITEMS DEEMED "REMOVABLE" BY STATE LAW (BANNERS, VINYL APPLICATIONS, ETC.) TAX WILL BE CHARGED TO EXEMPT ENTITIES UNLESS A "CERTIFICATE OF EXEMPTION" IS PROVIDED AT THE TIME OF CONTRACT EXECUTION.**

COMPANY INITIALS \_\_\_\_\_

CUSTOMER INITIALS \_\_\_\_\_



BOX 881 ST. CLOUD MN 56302 (320) 252-9400

# PROPOSAL

## Proposal #: 32960

Proposal Date: 02/05/26  
Customer #: 4244  
Page: 2 of 5

**A FEE FOR DISPOSAL OF HAZARDOUS WASTE CONTAINED IN SIGNS AND MATERIALS REMOVED FROM CUSTOMER'S PROPERTY WILL BE ADDED TO THE FINAL INVOICE.**

**LED WARRANTY: OUR PREFERRED LED PRODUCT LINE IS HANLEY BRAND. HANLEY LEDS ARE WARRANTED FOR TEN (10) YEARS PARTS AND LABOR, HANLEY POWER SUPPLIES ARE WARRANTED FIVE (5) YEARS PARTS AND LABOR, SLOAN BORDER LIGHTING PRODUCTS (LEDSTRIPE, COLORLINE, FLEXIBRITE) ARE WARRANTED FIVE (5) YEARS PARTS AND LABOR. SEE SECTION 3 BELOW FOR OUR STANDARD WARRANTY ON ALL OTHER PRODUCTS AND SERVICES.**

NOTE: THIS PROPOSAL MAY BE WITHDRAWN IF NOT ACCEPTED WITHIN 15 DAYS. WORK WILL NOT BEGIN UNTIL DOWN PAYMENT AND WRITTEN ACCEPTANCE IS RECEIVED.

ANY ALTERATION FROM THE ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS, WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE TO BE PAID BY THE PURCHASER.

### TERMS AND CONDITIONS

1. This proposal is made for specially constructed equipment and when accepted is not subject to cancellation. Company shall not be responsible for errors in plans, designs, specifications or drawings furnished by PURCHASER or for defects caused thereby.
2. A. The company agrees to secure all necessary governmental permits. The purchaser agrees to secure all necessary permits from the building owner and/or others whose permission is required for the installation of this display and they assume all liability with regard to same and all liability, public and otherwise, for damages caused by the display or by reason of it being on or attached to the premises. Purchaser agrees to secure all necessary permission for use of all registered trademarks or copyrights used on the display.
2. B. All necessary electrical wiring, outlets and connections to the display from the building meter and/or fuse panel will be properly fused and installed, at the expense of the Purchaser.
2. C. INSTALLATION PRICES QUOTED ARE SUBJECT TO REVISION WHERE EXCESS ROCK OR OTHER UNFORESEEABLE FOUNDATION CONDITIONS ARE ENCOUNTERED; ADDITIONAL CHARGES WILL BE INCURRED IF THESE CONDITIONS EXIST. THE COMPANY (SCENIC SIGN) CAN NOT BE HELD FINANCIALLY RESPONSIBLE FOR ANY DAMAGE TO LAWN AND OR LANDSCAPING WHILE GAINING ACCESS TO SIGN. THOSE REPAIRS AND COSTS ARE THE RESPONSIBILITY OF THE PURCHASER.
2. D. ALL PRIVATE UNDERGROUND UTILITIES IN THE AREA OF EXCAVATION ARE TO BE MARKED BY THE CUSTOMER, AT THEIR EXPENSE, PRIOR TO EXCAVATION. SCENIC SIGN CORPORATION SHALL NOT BE HELD RESPONSIBLE FOR DAMAGES RELATED TO THE STRIKING OF ANY UNMARKED PRIVATE UTILITIES, OR DAMAGES TO ANY PERSON, BUSINESS OR PROPERTY AS A RESULT OF THIS EXCAVATION, INCLUDING BUT NOT LIMITED TO ELECTRICAL, IRRIGATION, GAS, SURVEILLANCE OR ANY OTHER UNDERGROUND UTILITY.
3. Company warrants the display against defective workmanship in construction and assembly for one (1) year from date of shipment or installation, if installation is made by Company. Additionally, Company will replace defective components manufactured by others for one (1) year from date of shipment or installation by Company, unless specifically stated otherwise, for normal labor and travel charges only. Any part found by Company to be defective due to faulty workmanship or materials, if returned prepaid, within the warranty period, will be repaired or replaced f.o.b. point of production. Company shall not be liable for any damages or losses other than the replacement of such defective work or material. Whenever there is any circumstance on which a claim might be based, Company must be informed immediately or the provisions of this warranty are voided.

COMPANY INITIALS \_\_\_\_\_

CUSTOMER INITIALS \_\_\_\_\_



BOX 881 ST. CLOUD MN 56302 (320) 252-9400

# PROPOSAL

Proposal #: 32960

Proposal Date: 02/05/26  
Customer #: 4244  
Page: 3 of 5

4. Any items not shipped or installed on or before 60 days from contract date will be invoiced in full at the designated unit price, and PURCHASER hereby agrees to pay said invoice per above items. It is agreed that storage charges shall accrue at the rate of one percent (1%) per month of the price of the display commencing at the end of said 60-day period. Company, at its option, may invoice each item called for in the proposal separately upon completion, or, if for reasons beyond its control completion is delayed, it may invoice for that portion of the work completed during any given month. Under no condition, will any item be held beyond 60 days after completion. In the event that size and weight of any item prohibits storage by Company on its own property, Purchaser must make arrangements for shipments immediately upon completion.

5. Payment for items purchased under the terms of the contract will be made on receipt of invoices submitted. In the event payment is not made as agreed, PURCHASER agrees to pay a service charge on past due amounts from the times they are due, thirty (30) days from invoice date, at the rate of one and one half percent (1½%) per month. In the event this contract is placed for collection or if collected by suit or through any Court, reasonable attorneys' fees shall be added.

6. All applicable taxes payable under the laws of the State of Minnesota will be added when required. Taxes due in other states may be additional as noted in the specifications section of this document. In "real property" installations (free standing and wall signs for example) sales tax is included, in "tangible" installations (temporary or interior signs) sales tax will be added as required by Minnesota state tax law.

7. Company will not be responsible for delays in shipments caused by delays created by supplies or transportation services or by labor disputes or due to any other circumstances beyond its control.

8. Title to all unincorporated materials and property covered by this contract shall remain in and be the property of the Company until the purchase price is paid in full. The Company reserves the right to enter any job site and reclaim all materials or property used or intended to be used in this construction of said equipment in the event of default by Purchaser, including, but not limited to, payment of any amounts due and payable in accordance with terms of this contract. The Company retains a security interest in the materials and equipment whether or not incorporated into a project or realty until the Company has been paid in full, notwithstanding the manner in which the personal property has been annexed or attached to the realty. The Purchaser agrees to execute appropriate Commercial Code forms to provide to the Company a Perfected security interest.

9. It is agreed that this contract shall be construed according to the laws of the State of Minnesota.

10. When this contract is signed by a duly authorized person of each party, all provisions contained herein become integral parts of this contract, and there is no other agreement or understanding of any nature concerning same unless such agreement or understanding, if any, is specifically incorporated here by reference.

THIS PROPOSAL DOES NOT BECOME EFFECTIVE UNTIL SIGNED AND DATED BY THE COMPANY; ONCE SIGNED THIS PROPOSAL WILL EXPIRE AFTER 30 DAYS.

THE ABOVE PRICES, SPECIFICATIONS, AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

SALESPERSON: \_\_\_\_\_

DATE: \_\_\_\_\_

ACCEPTED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

COMPANY INITIALS \_\_\_\_\_

CUSTOMER INITIALS \_\_\_\_\_



BOX 881 ST. CLOUD MN 56302 (320) 252-9400

## PROPOSAL

**Proposal #: 32960**

Proposal Date: 02/05/26

Customer #: 4244

Page: 4 of 5

COMPANY INITIALS \_\_\_\_\_

CUSTOMER INITIALS \_\_\_\_\_



**STAFF REPORT**

**ROGERS CITY COUNCIL**

**Meeting Date:** March 24, 2026

**Agenda Item:** 5.9

**Subject:** Approval of Resolution 2026-28 Authorizing a Building Materials Change for the Commerce Blvd Small Bay Warehouse Development

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

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**Recommended Council Action**

Motion to approve Resolution 2026-28 authorizing a building materials change for the Commerce Blvd Small Bay Warehouse development, subject to the terms and conditions as listed in the resolution.

**Overview / Background / Analysis**

At the November 13th meeting, the City Council approved Resolution 2025-85 approving a site plan for the Rogers Commerce Boulevard Small Bay Warehouse development on a 3.47-acre parcel with PID 23-120-23-11-0016. The development consists of a total of 61,190 square feet of warehousing space between two buildings. The proposed use was consistent with the zoning (RC - Regional Employment Center) and guidance (Regional Mixed Use) for the property.

Following the approval of the site plan, CRCL Group ("Applicant") requested a change to the proposed materials to be used for the building. The original and approved building materials consisted of painted precast panels. The applicant has requested a change of the materials to a metal precast panel with a stucco material finish added to the exterior. Overall, the proposed material change does not alter the overall appearance of the proposed building and architectural renderings showing the difference of materials have been added to this item for Council consideration.

Per City Code 125-85(b)(2), 75% of the exterior building finish must consist of brick, stone, glass, pre-cast stone, EIFS, or precast concrete within the RC zoning district. The code also has a provision which other materials may be considered and approved at the discretion of the City Council. Since the proposed material type which would be used is not directly listed as an approved material, it requires approval by the City Council. The subject property is not within the Corridor Overlay District, which has more intensive design standards.

Staff and the applicant have discussed the proposed materials in-depth and the applicant has provided samples of the materials and technical details regarding their durability and functionality. The proposed panels offer greater insulation value, lower total building weight, reduced carbon output, and more design flexibility. The proposed panel meets the requirements of the Minnesota Building Code. As a part of the material change discussion and per staff request, the applicant has agreed to the incorporation

of additional trees and the inclusion of stone or stone veneer within the overall design. These items have been included as conditions of approval.

**Staff Recommendation**

Staff recommend the approval of Resolution 2026-28 authorizing a change to the building materials for the Commerce Boulevard Small Bay Warehouse development, subject to the conditions as listed in the resolution.

**Financial Impact:** Not applicable.

**Source Fund:** Not applicable.

**Budgeted?** N/A

**Supporting Documentation**

- A. Resolution 2026-28 Commerce Blvd Materials Change
- B. Proposed Materials Renderings
- C. Comparison Renderings

**RESOLUTION NO. 2026-28**

**A RESOLUTION FOR AUTHORIZING BUILDING MATERIALS CHANGE FOR THE COMMERCE BOULEVARD SMALL BAY WAREHOUSE**

**WHEREAS**, on November 13, 2025, the City Council approved a site plan for a proposed development consisting of two small-bay warehouse buildings totaling approximately 61,190 square feet on a 3.47-acre parcel located along Commerce Boulevard, identified as PID 23,120-23-11-0016, and legally described in Exhibit A; and,

**WHEREAS**, CRCL Group (“Applicant”) has requested a change to the proposed building materials of the development moving from precast concrete panels to insulated Kingspan panels; and,

**WHEREAS**, the Applicant has provided proposed material renderings, comparison renderings, samples of the proposed material, and examples of the proposed material to the city for its review and consideration; and,

**WHEREAS**, building design materials are regulated within City Code Section 125-85(b)(2) which authorizes the City Council to approve materials not specifically listed within code; and,

**WHEREAS**, there are no additional proposed changes to the development that warrant reconsideration of the development request or alter the anticipated structure or design of the development.

**NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF ROGERS, MINNESOTA**, authorizes and approves the building materials change for the Commerce Boulevard Small Bay Warehouse development with the following conditions:

1. The Applicant shall work with city staff on the plantings of at least two (2) additional overstory or evergreen trees along Commerce Boulevard.
2. The Applicant shall coordinate with staff on the integration of stone or stone veneer within the overall design.
3. The proposed building shall meet all requirements of MN Building and Energy Codes subject to the building permit review by the Building Official.

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

The following voted in favor of said resolution:

The following voted against the same:

The following abstained:

Whereupon said resolution was declared duly passed and adopted, and was signed by the Mayor, and attested by the Clerk dated this 24<sup>th</sup> day of March, 2026.

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Shannon Klick, Mayor

ATTEST:

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Stacie Brown, City Clerk

**EXHIBIT A**  
**LEGAL DESCRIPTION**

Registered Land Survey No. 1701, Hennepin County, Minnesota

Torrens Property

PID 23-120-23-11-0016



**Commerce Boulevard**

**Metal Panel Option - View 1**

**Rogers, MN**



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

[www.tanek.com](http://www.tanek.com)

issued 02.06.2026

a-1  
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**Commerce Boulevard**

**Metal Panel Option - View 2**

**Rogers, MN**



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

[www.tanek.com](http://www.tanek.com)

issued 02.06.2026



**Commerce Boulevard**

**Metal Panel Option - View 3**

**Rogers, MN**



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

[www.tanek.com](http://www.tanek.com)

issued 02.06.2026



Commerce Boulevard

Metal Panel Option - View 4

Rogers, MN



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

[www.tanek.com](http://www.tanek.com)

issued 02.06.2026



PRECAST CONCRETE PANEL



INSULATED METAL PANEL



PRECAST CONCRETE PANEL



INSULATED METAL PANEL



PRECAST CONCRETE PANEL



INSULATED METAL PANEL



PRECAST CONCRETE PANEL



INSULATED METAL PANEL



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

**Meeting Date:** March 24, 2026

**Agenda Item:** 5.10

**Subject:** Rescheduling Public Hearing for the Purpose of Amending the 2026 Annual Fee Schedule Ordinance to April 28, 2026

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

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**Recommended Council Action**

Motion to reschedule the Public Hearing for the Purpose of Amending the 2026 Annual Fee Schedule Ordinance to April 28, 2026

**Overview / Background / Analysis**

The Public Hearing which was originally called for this evening's meeting will be rescheduled to April 28, 2026 to comply with publication requirements and gather additional information.

**Staff Recommendation**

Motion to reschedule the Public Hearing for the Purpose of Amending the 2026 Annual Fee Schedule Ordinance to April 28, 2026

**Financial Impact:**

**Source Fund:**

**Budgeted?** N/A

**Supporting Documentation**

None



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

**Meeting Date:** March 24, 2026

**Agenda Item:** 5.11

**Subject:** Approval of Resolution 2026-32 Approving a Lot Line Adjustment for Property at 14372 and 14352 Heather Ridge Dr

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

**Recommended Council Action**

Motion to approve Resolution No. 2026-32, a resolution approving a Lot Line Adjustment for 14372 and 14352 Heather Ridge Drive (Hoiland).

**Overview / Background / Analysis**

**Background**

Douglas Hoiland is the owner of two parcels at 14372 and 14352 Heather Ridge Drive. These parcels (Parcel A, PID: 10-120-23-42-0021 and Parcel B, PID: 10-120-23-42-0022) were created by a Minor Land Division (lot split) approved by the City Council on September 26, 2023, via Resolution No. 2023-83. The original lot split divided the approximately 2.26-acre Subject Property into Parcel A (~1.01 acres) and Parcel B (~1.25 acres).

Mr. Hoiland is now requesting a Lot Line Adjustment between the two parcels prior to a pending closing. The adjustment shifts the shared interior lot line, resulting in revised legal descriptions and a minor change to the acreage of each parcel. The revised survey was prepared by Bogart, Pederson & Associates, Inc. (File No. 23-0293.00), originally dated August 2, 2023, and revised November 13, 2025.

**Proposed Adjustment**

The following table summarizes the change in parcel acreage resulting from the proposed Lot Line Adjustment:

<b>Parcel</b>	<b>Original Acreage (Res. 2023-83)</b>	<b>Adjusted Acreage</b>
Parcel A (PID: 10-120-23-42-0021)	~1.01 acres	~1.10 acres
Parcel B (PID: 10-120-23-42-0022)	~1.25 acres	~1.16 acres

Both parcels, as adjusted, continue to exceed the minimum 1-acre lot size required in the Rural Residential (R1) zoning district per City Code §125-55. The adjustment does not create any new non-conformities. Additionally, the properties still provide room for a

primary and secondary septic system.

**Zoning Code Analysis**

The Subject Property is zoned Rural Residential (R1). R1 lots are intended to be served by private well and septic. The adjusted Parcel B retains viability for primary and secondary septic system placement, as depicted on the Certificate of Survey.

City Code §125-32 authorizes Minor Land Divisions and lot line adjustments without a formal platting process. The City may approve lot line adjustments by resolution and submit the necessary documentation directly to Hennepin County for recording. The proposed adjustment is consistent with this process.

No new parcels are being created by this action. The adjustment is administrative in nature and does not alter the number of lots or building entitlements previously approved.

**Staff Recommendation**

Staff recommend approval of Resolution No. 2026-32, approving the Lot Line Adjustment between Parcel A and Parcel B at 14372 Heather Ridge Drive, as depicted on the Certificate of Survey revised November 13, 2025.

All conditions of approval established under Resolution No. 2023-83 remain in effect. Resolution No. 2026-32 carries forward those conditions as follows:

- 1. Should the septic systems fail on either Parcel A or Parcel B and municipal sewer and water is available, the properties shall be required to hook up to sewer and water service.
- 2. Parcel B shall be required to pay park dedication fees prior to issuance of a building permit according to the fee schedule adopted at the time of building permit.

**Financial Impact:** NA

**Source Fund:** NA

**Budgeted?** N/A

**Supporting Documentation**

- A. Resolution\_2026-32 Hoiland Lot Line Adjustment
- B. L8 B1 COS REV 1

**RESOLUTION NO. 2026-32**

**A RESOLUTION APPROVING A LOT LINE ADJUSTMENT FOR PROPERTY AT 14372 AND 14352 HEATHER RIDGE DRIVE (PID: 10-120-23-42-0021 AND 10-120-23-42-0022)**

**WHEREAS**, Douglas Hoiland is the owner of real property consisting of two parcels at 14372 and 14352 Heather Ridge Drive, with PID: 10-120-23-42-0021 (Parcel A) and PID: 10-120-23-42-0022 (Parcel B), which were created by Minor Land Division approved by Resolution No. 2023-83 on September 26, 2023; and,

**WHEREAS**, the Owner is requesting a Lot Line Adjustment between the two existing parcels prior to a pending closing, to shift the shared interior lot line in a manner that modifies the acreage of each parcel while maintaining both parcels as conforming lots within the Rural Residential (R1) zoning district as described in Exhibit A and illustrated in Exhibit B; and,

**WHEREAS**, following the Lot Line Adjustment, Parcel A will be approximately 1.10 acres and Parcel B will be approximately 1.16 acres, both of which continue to meet the minimum lot size requirement of 1 acre in the R1 district per City Code §125-55; and,

**WHEREAS**, City Code §125-32 authorizes Minor Land Divisions and lot line adjustments of property without a formal platting process, provided the lot performance standards are met for the resulting lots; and,

**WHEREAS**, the proposed Lot Line Adjustment meets the spirit and intent of the zoning and subdivision codes and does not create any new nonconformities.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROGERS, MINNESOTA, AS FOLLOWS:** the Lot Line Adjustment between Parcel A (PID: 10-120-23-42-0021) and Parcel B (PID: 10-120-23-42-0022) is hereby approved as depicted in the Certificate of Survey prepared by Bogart, Pederson & Associates, Inc., dated August 2, 2023, revised November 13, 2025 (File No. 23-0293.00), and the City Planner is authorized to submit to Hennepin County the necessary documentation to record the adjusted lot line; and

**BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROGERS, MINNESOTA, AS FOLLOWS:** the adjusted legal descriptions, as set forth in Exhibit A hereto and as may be further revised upon review by the County and/or City, shall supersede the legal descriptions approved under Resolution No. 2023-83 for purposes of recording; and

**BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROGERS, MINNESOTA, AS FOLLOWS:** all conditions of approval set forth in Resolution No. 2023-83 shall remain in full force and effect, including:

1. Should the septic systems fail on either Parcel A or Parcel B and municipal sewer and water is available, the properties shall be required to hook up to sewer and water service.

2. Parcel B shall be required to pay park dedication fees prior to issuance of a building permit according to the fee schedule adopted at the time of building permit.

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

The following voted in favor of said resolution:

The following voted against the same:

The following abstained:

Whereupon said resolution was declared duly passed and adopted, and was signed by the Mayor, and attested by the Clerk dated this 14th day of April, 2026.

\_\_\_\_\_  
Mayor

ATTEST:

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

## EXHIBIT A

### ADJUSTED LEGAL DESCRIPTIONS

Existing Legal Description of Parcel A 10-120-23-42-0021:

That part of Lot 8, Block 1, HEATHER RIDGE FARM ONE, Hennepin County, Minnesota, lying northerly and westerly of the following described line:

Commencing at the northwest corner of said Lot 8, Block 1, thence South 78 degrees 27 minutes 35 seconds East, along the northerly line of said Lot 8, Block 1, a distance of 236.91 feet to the point of beginning of the line being described; thence South 24 degrees 45 minutes 05 seconds West, a distance of 230.11 feet; thence North 89 degrees 46 minutes 49 seconds West, a distance of 134.50 feet to the westerly line of said Lot 8, Block 1, and said line there terminating.

Existing Legal Description of Parcel A 10-120-23-42-0021:

That part of Lot 8, Block 1, HEATHER RIDGE FARM ONE, Hennepin County, Minnesota, lying southerly and easterly of the following described line:

Commencing at the northwest corner of said Lot 8, Block 1, thence South 78 degrees 27 minutes 35 seconds East, along the northerly line of said Lot 8, Block 1, a distance of 236.91 feet to the point of beginning of the line being described; thence South 24 degrees 45 minutes 05 seconds West, a distance of 230.11 feet; thence North 89 degrees 46 minutes 49 seconds West, a distance of 134.50 feet to the westerly line of said Lot 8, Block 1, and said line there terminating.

Proposed Parcel A Description:

That part of Lot 8, Block 1, HEATHER RIDGE FARM ONE, Hennepin County, Minnesota, lying northerly and westerly of the following described line:

Commencing at the northwest corner of said Lot 8, Block 1; thence South 78 degrees 27 minutes 35 seconds East, along the northerly line of said Lot 8, Block 1, a distance of 236.91 feet to the point of beginning of the line being described; thence South 13 degrees 33 minutes 19 seconds West, a distance of 168.00 feet; thence South 51 degrees 17 minutes 38 seconds West, a distance of 73.00 feet; thence North 89 degrees 46 minutes 49 seconds West, a distance of 134.50 feet to the westerly line of said Lot 8, Block 1, and said line there terminating.

Proposed Parcel B Description:

That part of Lot 8, Block 1, HEATHER RIDGE FARM ONE, Hennepin County, Minnesota, lying southerly and easterly of the following described line:

Commencing at the northwest corner of said Lot 8, Block 1; thence South 78 degrees 27 minutes 35 seconds East, along the northerly line of said Lot 8, Block 1, a distance of 236.91 feet to the point of beginning of the line being described; thence South 13 degrees 33 minutes 19 seconds

West, a distance of 168.00 feet; thence South 51 degrees 17 minutes 38 seconds West, a distance of 73.00 feet; thence North 89 degrees 46 minutes 49 seconds West, a distance of 134.50 feet to the westerly line of said Lot 8, Block 1, and said line there terminating.



# Certificate of Survey

for  
**Douglas Hoiland**  
Lot 8, Block 1, HEATHER RIDGE FARM ONE  
City of Rogers, Hennepin County, Minnesota

**Existing Parcel Description for PID: 10-120-23-42-0021:**

That part of Lot 8, Block 1, HEATHER RIDGE FARM ONE, Hennepin County, Minnesota, lying northerly and westerly of the following described line:

Commencing at the northwest corner of said Lot 8, Block 1; thence South 78 degrees 27 minutes 35 seconds East, along the northerly line of said Lot 8, Block 1, a distance of 236.91 feet to the point of beginning of the line being described; thence South 24 degrees 45 minutes 05 seconds West, a distance of 230.11 feet; thence North 89 degrees 46 minutes 49 seconds West, a distance of 134.50 feet to the westerly line of said Lot 8, Block 1, and said line there terminating.

**Existing Parcel Description for PID: 10-120-23-42-0022:**

That part of Lot 8, Block 1, HEATHER RIDGE FARM ONE, Hennepin County, Minnesota, lying southerly and easterly of the following described line:

Commencing at the northwest corner of said Lot 8, Block 1; thence South 78 degrees 27 minutes 35 seconds East, along the northerly line of said Lot 8, Block 1, a distance of 236.91 feet to the point of beginning of the line being described; thence South 24 degrees 45 minutes 05 seconds West, a distance of 230.11 feet; thence North 89 degrees 46 minutes 49 seconds West, a distance of 134.50 feet to the westerly line of said Lot 8, Block 1, and said line there terminating.

**Proposed Parcel A Description:**

That part of Lot 8, Block 1, HEATHER RIDGE FARM ONE, Hennepin County, Minnesota, lying northerly and westerly of the following described line:

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**Proposed Parcel B Description:**

That part of Lot 8, Block 1, HEATHER RIDGE FARM ONE, Hennepin County, Minnesota, lying southerly and easterly of the following described line:

Commencing at the northwest corner of said Lot 8, Block 1; thence South 78 degrees 27 minutes 35 seconds East, along the northerly line of said Lot 8, Block 1, a distance of 236.91 feet to the point of beginning of the line being described; thence South 13 degrees 33 minutes 19 seconds West, a distance of 168.00 feet; thence South 51 degrees 17 minutes 38 seconds West, a distance of 73.00 feet; thence North 89 degrees 46 minutes 49 seconds West, a distance of 134.50 feet to the westerly line of said Lot 8, Block 1, and said line there terminating.

**REFERENCE BENCHMARK**

MNDOT Geodetic Monument "STER MNDT"  
Elevation = 912.50 feet (NAVD 88)

**PROJECT BENCHMARK**

Top of well 20'-feet westerly of the NW'ly most house corner of subject property  
Elevation = 922.44 feet (NAVD 88)

**SETBACKS**

30' Front  
20' Rear  
10' Side

**ZONING**

R-1 Rural  
Residential

**SOIL BORING INFORMATION**

By Matthew Blesi, MPCA Reg. No. C4952

SB 1  
Ground Elevation = 910.0  
Redox Elevation = 906.8

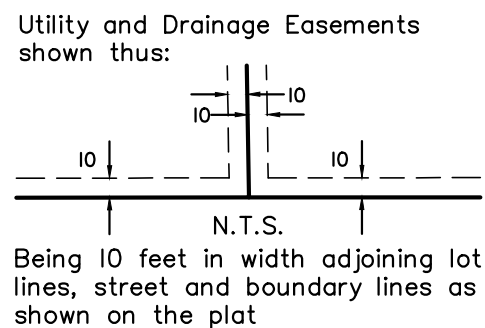
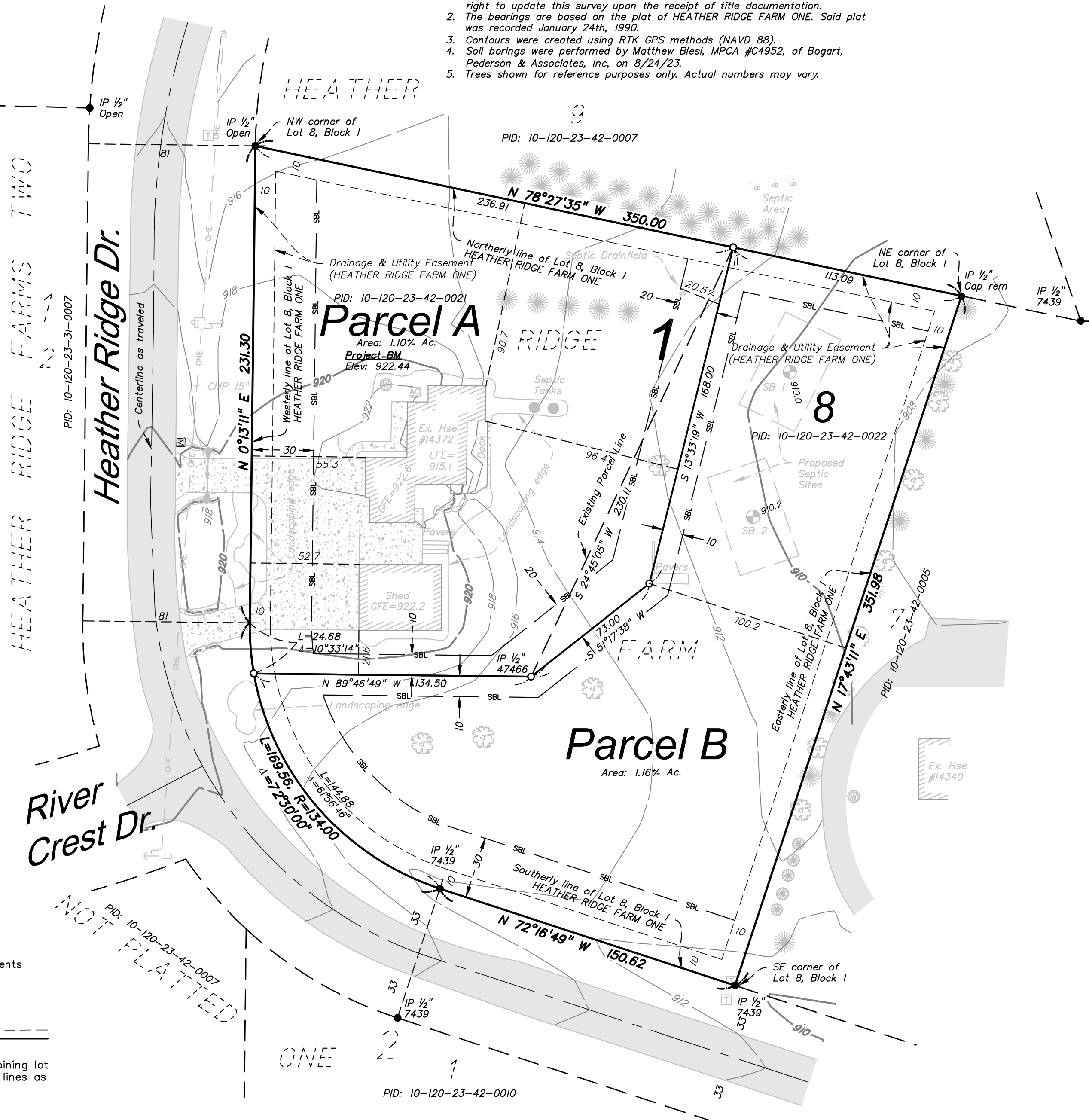
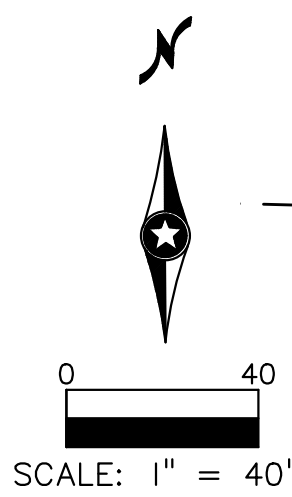
SB 2  
Ground Elevation = 910.2  
Redox Elevation = 905.5

**LEGEND:**

- Denotes found iron monument
- Denotes set iron monument
- ⊠ Denotes mailbox
- ⊙ Denotes septic cleanout
- ⊙ Denotes septic manhole
- ⊙ Denotes power pole
- ⊙ Denotes guy wire
- ⊙ Denotes telephone pedestal
- ⊙ Denotes well
- ⊙ Denotes air conditioning
- ⊙ Denotes tree, coniferous
- ⊙ Denotes tree, deciduous
- ⊙ Denotes shrub/bush
- ⊙ Denotes soil boring
- LS 7439 Denotes Robert Rohlin, LS
- Denotes bituminous surface
- Denotes concrete surface
- Denotes wood fence
- Denotes retaining wall
- OHE Denotes overhead electric
- Denotes easement
- Denotes major contour
- Denotes minor contour
- Denotes existing adjoiners
- SBL Denotes building setback line

**Survey Notes:**

1. This survey was performed without the benefit of a title report. No search for restrictions or easements was made by the surveyor. We reserve the right to update this survey upon the receipt of title documentation.
2. The bearings are based on the plat of HEATHER RIDGE FARM ONE. Said plat was recorded January 24th, 1990.
3. Contours were created using RTK GPS methods (NAVD 88).
4. Soil borings were performed by Matthew Blesi, MPCA #C4952, of Bogart, Pederson & Associates, Inc. on 8/24/23.
5. Trees shown for reference purposes only. Actual numbers may vary.



SHEET NO.  
**1**  
OF SHEETS

**Douglas Hoiland**  
L8, B1, HEATHER RIDGE FARM ONE  
14372 Heather Ridge Dr, Rogers, MN 55374  
City of Rogers, Hennepin County, Minnesota

**Certificate of Survey**

**BOGART, PEDERSON & ASSOCIATES, INC.**  
LAND SURVEYING  
CIVIL ENGINEERING  
MAPPING  
13076 FIRST STREET, BECKER, MN 55308-9322  
TEL: 763-262-8822 FAX: 763-262-8844

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.

Signed: *Craig Wensmann*  
Craig A. Wensmann  
Date: 8/24/23 Lic. No. 47466

DATE: 8/2/23  
DESIGN BY:  
DRAWN BY: CK  
CHECKED BY: CAW  
DWG FILE: L8 B1 COS  
FILE NO.: 23-0293.00

REV NO.	DATE	DESCRIPTION
1	11/13/25	Update proposed descriptions



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

**Meeting Date:** March 24, 2026

**Agenda Item:** 7.1

**Subject:** Approve the Promotion of Sergeant Matt Nelson to the Position of Police Captain, Effective March 30, 2026

**Prepared By:** Dan Wills, Chief of Police

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**Recommended Council Action**

Motion to Approve the Promotion of Sergeant Matt Nelson to the Position of Police Captain, Effective March 30, 2026

**Overview / Background / Analysis**

The City Council approved the backfill of a Police Captain position as a result of the Deputy Chief of Police promotion. We advertised for this position internally, which was tailored to the current police sergeants. Interviews with the candidates were conducted with a panel consisting of internal department heads and Deputy Chief Foster. Additionally, candidates participated in a comprehensive leadership assessment conducted by the police department's designated psychological firm. At the conclusion of the process, Sergeant Matt Nelson was selected for this promotion. The candidates in this process were extremely qualified for this promotion, and we are fortunate to have high-caliber leaders!

Sergeant Nelson began his career at the Rogers Police Department in 2015 as a Community Service Officer, and was promoted to Police Officer later that year. Matt served in the role of Police Officer until his promotion to Sergeant in 2023. During Matt's tenure, he has served in a variety of roles and assignments, to include K-9 officer (with his partner Zeus), K-9 supervisor, Use of Force and Firearms supervisor, Sergeant Union Steward, and has positively promoted partnerships with our internal and external partners to ensure our staff is well-prepared to address the ongoing challenges in our profession. Matt has received four lifesaving awards, and has extensive educational experience, including a Bachelor's Degree from Metro State University. Matt will command the Patrol Division upon his contingent approval this evening. Sergeant Nelson will be a tremendous asset to the police department's Command Team!

We will recognize Sergeant Nelson's promotion later this year with an official badge pinning ceremony at a City Council meeting.

**Staff Recommendation**

Motion to Approve the Promotion of Sergeant Matt Nelson to the Position of Police Captain, Effective March 30, 2026

**Financial Impact:**

**Source Fund:**

**Budgeted?** Yes

**Supporting Documentation**

None



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

**Meeting Date:** March 24, 2026

**Agenda Item:** 7.2

**Subject:** Items Related to the Scale Server Project

- Approve the Security Information and Event Management Services Agreement
- Approve the Purchase of the Scale Server Project

**Prepared By:** Jason Greninger, IS Director

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**Recommended Council Action**

Motion to approve the Security Information and Event Management Services Agreement.

Motion to approve the purchase of the Scale Server Project at a cost to not exceed \$103,000

**Overview / Background / Analysis**

During 2025, City staff experienced four separate network outages caused by compatibility issues between the software that manages the City's 18 servers and the Storage Area Network hardware. These compatibility problems prevented the system from properly failing over to backup servers during disruptions.

When failover does not occur as designed, services that should automatically shift to backup systems remain unavailable. This contributed to major outages that affect access to all network resources for all City staff.

To improve reliability and reduce the likelihood of additional outages, staff recommends transitioning from the current server management platform to a system called Scale. Scale includes updated hardware and software designed specifically to support the number and capacity of the City's existing servers. Based on staff research and vendor consultation, we are confident that moving to the Scale platform will resolve the compatibility issues and provide a more stable, resilient infrastructure moving forward.

The cities of Andover, Buffalo, and Winona have shared positive feedback on using the same product.

As part of this project, the City of Rogers has an opportunity to partner with the City of Elk River to share a license for required Security Information and Event Management (SIEM) software. This software is mandated by the Minnesota BCA and costs \$24,000 per year. Through this partnership, both cities would share the license and split the cost. In addition to this cost savings, Elk River has agreed to pay Rogers \$10,000 annually for hosting the SIEM server. The Security Information and Event Management Services

Agreement details the terms of sharing this license and the annual \$10,000 hosting fee with the City of Elk River.

Due to the cost savings from the shared SIEM license, the annual hosting fee paid by Elk River, and the longer hardware replacement cycle, this project will pay for itself every five years—when compared to the previous model of replacing city servers every four years.

This project will include the additional benefits:

- A. Significantly reduce the risk of server-related service interruptions.
- B. Ensure flexibility to support data growth and server needs for the next six years.
- C. Improve support through 24/7 vendor assistance for IS staff.
- D. Reduce system complexity by consolidating multiple technologies into a single platform.

Staff recommends the Scale product due to the positive feedback from other cities. CIT provided a proposal for \$102,395.17. The cost includes all licensing, hardware, software and 24/7 support for 5 years. This cost includes CIT assisting with the migration of the 14 City servers to the new software after normal business hours. Staff received a quote for a similar product named Nutanix for a total cost of \$167,396.20.

Staff originally included a proposal recommending the purchase of the Scale backup system. However, on March 23, CIT informed Staff that Scale is temporarily unable to offer the product due to ongoing chip shortages. As a result, Staff is continuing to evaluate alternative solutions and will bring a revised recommendation to the Council at a future meeting.

**Staff Recommendation**

Motion to approve the Security Information and Event Management Services Agreement.

Motion to approve the purchase of the Scale Server Project at a cost to not exceed \$103,000

**Financial Impact:** \$102,395.17

**Source Fund:** IS Capital Reserves

**Budgeted?** Yes

**Supporting Documentation**

- A. Security Information and Event Management Services Agreement
- B. Scale Quote
- C. Nutanix Quote

## PROFESSIONAL SERVICES AGREEMENT

This Agreement is made on the XXX day of XXXX, 2026, between the City of Rogers, Minnesota, hereinafter referred to as "Rogers," the City of Elk River, Minnesota, hereinafter referred to as "Elk River".

The purpose of this Agreement is to set forth terms and conditions of the parties with respect to Security Information and Event Management (SIEM) services provided by the City of Rogers to the City of Elk River.

Rogers and Elk River agree as follows:

### 1. SIEM Platform and Hosting

Rogers shall host and operate a SIEM solution utilizing the Elastic Stack (Elastic SIEM) within its municipal infrastructure. All infrastructure, software, and system components supporting the SIEM solution shall be purchased by and remain solely owned and controlled by Rogers. The SIEM environment shall be logically segregated to ensure separation of data, access controls, and visibility for Elk River..

No party other than the City of Rogers receives any right to use, manage, or control the SIEM solution, and related, supporting infrastructure and technology.

### 2. Responsibilities of the City of Rogers

Rogers shall acquire, host, maintain, and secure the SIEM infrastructure; perform routine maintenance and patching; and provide administrative-level support for the SIEM platform. These activities constitute shared cybersecurity services for Rogers, Elk River and ERUM only, and Rogers will not provide exclusive use or dedicated system capacity to Elk River..

Additionally, Rogers will be solely responsible for the maintenance, repair, and replacement of all hardware used to support the SIEM solution and infrastructure.

### 3. Data Ownership and Confidentiality

Each party retains ownership of its own data ingested into the SIEM. All SIEM data shall be treated as confidential security information and handled accordingly. Data ownership does not include any ownership interest in, or any right to use, the SIEM solution, and related, supporting infrastructure that is owned and operated by Rogers.

### 4. Payment / Compensation

Elk River will, within 30 days of receipt of an invoice, pay Rogers \$10,000 for the 2026 calendar year for hosting, maintenance, patching, and associated infrastructure required for the SIEM service. Rogers will continue to invoice Elk River annually in the same amount thereafter, subject to periodic review and adjustment for inflationary costs as determined by Rogers City administration, and Elk River shall pay such invoices

within 30 days.

**5. Duration**

This agreement has no fixed term and remains in effect on a voluntary, ongoing basis. Any party may terminate this agreement upon written notice to the other(s) as provided in paragraph 7.

**6. Financial Considerations**

Except as expressly provided herein, this agreement creates no payment obligations or financial commitments of any kind. Any additional cost-sharing or reimbursement arrangements must be documented separately.

**7. Revision, Termination of this Agreement**

This agreement should be reviewed periodically for necessary revisions. Any amendments must be made in writing and executed by the parties. Any party may discontinue participation at any time and without cause, with a six-month advance written notice requested only to support a smooth transition amongst the involved parties. Upon termination under this provision, Rogers will be paid for services rendered and reimbursable expenses incurred prior to the effective date of termination.

**8. Subcontractor**

Rogers must not enter into subcontracts for any of the services provided for in this Agreement without the express written consent of Elk River.

**9. Assignment**

Neither party will assign this Agreement, nor any interest arising herein, without the written consent of the other party.

**10. Services Not Provided For**

No claim for services furnished by the Rogers not specifically provided for herein will be honored by Elk River.

**11. 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.

**12. 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.

**13. Compliance with Laws and Regulations**

In providing services hereunder, Rogers 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 Elk River to immediately terminate this Agreement.

**14. 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.

**15. Indemnification**

Elk River must indemnify and hold harmless Rogers, 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 performance of this agreement except to the extent any such claims arise out of the grossly negligent or wrongful acts of Rogers and its employees, agents, or anyone else for whom he or she is legally responsible in the performance of this Agreement.

**16. Insurance.**

During the term of this Agreement, Rogers shall 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 Elk River as an additional insured for the services provided under this Agreement and shall provide, as between Elk River and Rogers, that the Rogers coverage shall be the primary coverage in the event of a loss.

**17. Governing Law**

This Agreement will be controlled by the laws of the State of Minnesota.

**18. 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.

IN WITNESS WHEREOF, each of the parties has caused this agreement to be executed by their duly authorized representatives.

CITY OF ROGERS

\_\_\_\_\_  
Mayor

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

CITY OF ELK RIVER

\_\_\_\_\_  
Mayor

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



## Scale Migration

Date: 3/23/2026

---

**Prepared For:**

City of Rogers  
21860 Industrial Court  
Rogers, MN 55374  
jgreninger@rogersmn.gov  
7634283450

**Prepared By:**

CIT  
Nick Lesneski  
Senior Account Manager  
Nick.Lesneski@citsolutions.net  
(651) 255-5734  
<https://www.citsolutions.net>

# Executive Summary

Customer seeking to upgrade current Server/SAN infrastructure.

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## Statement of Work

- Kickoff/Meeting Call
- Configure Scale Cluster (3 Nodes)
  - Review existing power and networking to verify sufficient load and port density to allow for Scale install (any lack of capacity will require a change order to the scope of this project).
  - Unbox and assemble hardware.
  - Configure OOBM networking and licensing for each node.
  - Configure switching VLANs and ports for LAN and BACKPLANE networks.
  - Install hardware into rack and connect to power and networking.
  - Establish node connectivity and configure BACKPLANE networking.
  - Install latest Scale hardware and firmware updates on all nodes.
  - Enable SNMP monitoring on nodes.
  - Complete initial cluster setup and configuration.
- Customer Considerations
  - Customer will supply 10G SFP+ switching and DAC/Fiber SFP's for Scale Node Connectivity.
  - Vendor support-ability and compatibility with all applications should be verified with Scale Computing hypervisor before proceeding with application migrations.
- Server Migration (19 VMs)
  - NOTE: Multiple solutions exist for migration between Hypervisors - Service Engineer assigned to project will determine best course of action.
  - Available migration methods for this project:
    - Acronis Trial Tenant
    - Veeam Licensed Version
    - Scale Migrate (Carbonite)
    - Starwind (Host to Host Migration Tool)
  - Configure/Install necessary components for recovery method (if applicable).
  - Verify proper backups running for VMs that are being migrated.
  - Verify backup method is using proper agent based vs hypervisor based backups (if applicable).
  - Per VM Cutover Process (VM downtime required - after hours recommended):
    - Complete final backup and shutdown legacy VM.
    - Export/Restore VM to new hypervisor.
    - Power on new VM and install Guest Tools (VM reboot required).
    - Configure proper networking on VM.
    - Confirm VM functionality and connectivity.

- Verify all virtual machines have been migrated to new hypervisor and are functioning correctly.
- Virtual Machine Migration List:
  - Reference CIT Opportunity for server list.
- Decommission Legacy Hardware
  - Verify all necessary services, functionality and data has been migrated from legacy hardware.
  - Verify any legacy servers or VMs have been removed from backups.
  - Shutdown legacy devices and disconnect from networking and power.
  - Remove from network rack and stage for customer to recycle hardware.
- Post project QA checklist

#### Project Management

- CIT will assign a dedicated resource to serve as the Project Manager (“Project Manager”). The Project Manager will be responsible for overseeing the project, coordinating CIT resources, and serving as the primary point of contact for the Customer. Responsibilities will include.
  - Managing project scope, including facilitating and documenting formal change requests.
  - Developing and maintaining the project schedule.
  - Leading regular status meetings with stakeholders, in accordance with the frequency agreed in the Project Plan.
  - Maintaining live project status updates within the Customer Portal, where the Customer may view reports at any time.
  - Performing additional project management activities as defined in this Statement of Work
  - Facilitate a formal project closure, which may include a Project Closure meeting.

#### CIT Change Orders

- CIT establishes change management procedures to initiate changes to the services identified in the SOW. A change typically occurs when either party encounters any of the following situations during service delivery:
  - Either party identifies new requirements not included in the original service's scope
  - Either party changes the direction and intent of this Service, which requires CIT to rework the services.
- Small Changes
  - Changes less than 20% of the original scope will be managed informally with email verification by the PM.
- Large Changes
  - Changes greater than 20% of the original scope will be managed with a formal approval process.



# Proposal Summary

## Scale Migration

Prepared for:  
 City of Rogers  
 21860 Industrial Court Rogers MN 55374

Ship to:  
 City of Rogers  
 21860 Industrial Court  
 Rogers, MN 55374

## One-time costs

Optional	Description	Qty	Unit Price	Price Including Tax
<b>Scale Production Hardware</b>				<b>\$87,788.73</b>
N	XEON SP CPU 3X HDD 1X SSD 1U HC1450 CHASSIS	3	\$20,959.00	\$62,877.00
N	DDR5 5600 MHZ RDIMM 32GB RAM	24	\$0.01	\$0.24
N	16C/32T 2.5GHZ 4800MT/S INTEL GOLD 6426Y	3	\$0.01	\$0.03
N	3.84TB 3.5 SATA SSD 3.84TB 3.5 SATA SSD	3	\$0.01	\$0.03
N	12TB 3.5 SAS HDD 12TB 3.5 SAS HDD	9	\$0.01	\$0.09
N	4-PORT 10/25GB INTEL E810-XXVDA4 SFP28	3	\$0.01	\$0.03
N	SC HYPERCORE 60 MONTH PROFESSIO ESSENTIALS SOFTWARE AND SUPPORT	1	\$17,562.79	\$17,562.79
N	5 YRSHW WARRANTY	1	\$5,336.00	\$5,336.00
N	REMOTE INSTALLATIONNODE INSTALL REMOTE SUPPORT	3	\$248.08	\$744.24
N	ARUBA 10G SFP+ TO SFP+ 1M DAC CABLE PL-I6	12	\$105.69	\$1,268.28
<b>Scale Promotional Items</b>				<b>\$0.04</b>
N	PLATFORM 2026 REGISTRATION SC//PLATFORM ADVANCED TRAINING	1	\$0.01	\$0.01
N	SC//HYPERCORE ADVANCED TRAINING	1	\$0.01	\$0.01
N	WINDOWS/LINUX SERVERS ONLYPROMO SCALE COMPUTING MOVE	1	\$0.01	\$0.01
N	MARKETNG DISC SOFTWARE SERVICES ADVANCED TRAINING QHAT	1	\$0.01	\$0.01
<b>CIT Services</b>				<b>\$14,606.40</b>
N	CIT Project Management	6	\$142.80	\$856.80
N	CIT Services Engineer	8	\$209.95	\$1,679.60
N	CIT Services Engineer (After Hours)	40	\$301.75	\$12,070.00

Subtotal: \$102,395.17

Tax: \$0.00

**Total: \$102,395.17**

**Notes:**

*Please note: Items marked with "Y" (Yes) in the optional column are not included in the subtotal, tax, or total calculations.*

## Acceptance and Incorporation by Reference

This Proposal, together with the terms and conditions set forth in the Master Services Agreement, Service Attachments and all other agreements identified on Exhibit A (the agreements identified on Exhibit A are hereafter collectively referred to as the "Ancillary Agreements") is between Computer Integration Technologies, a Minnesota corporation (sometimes referred to as "we," "us," "our," or "Provider"), and the customer identified on the signature block at the end of this Proposal (sometimes referred to as "You," "Your," or "Client").

**PRIORITY OF NEGOTIATED AGREEMENTS:** Notwithstanding anything to the contrary herein, if Client and Provider have previously entered into a separately negotiated and mutually executed Master Services Agreement or a formal Amendment to the MSA ("Negotiated Agreement") with an effective date of 10/01/2025 or later, the terms of that Negotiated Agreement shall supersede any conflicting terms in the online Ancillary Agreements referenced on Exhibit A. If no such Negotiated Agreement exists, the following incorporation terms shall apply:

Client and Provider expressly agree that the terms and conditions set forth in the Ancillary Agreements are hereby incorporated into this Proposal by reference as if fully set forth herein, regardless of whether Client separately executed any of the Ancillary Agreements. Notwithstanding that certain provisions of the Ancillary Agreements may not facially appear applicable to every transaction or circumstance governed by this Proposal, each such provision shall be interpreted broadly and in context, and shall apply and control to the extent such provision can reasonably be construed to apply to the rights, obligations, or subject matter hereof.

This Proposal shall be effective and shall automatically become a legally binding agreement as of the first date upon which both Provider and Client have signed below (the "Effective Date"). Provider and Client are sometimes referred to separately as a "Party", or collectively as the "Parties." Any capitalized terms in this Proposal not defined herein shall have the meaning provided in any Ancillary Agreement(s) defining such capitalized term. If there is a direct conflict between this Proposal and any term or condition set forth in any of the Ancillary Agreements, the conflicting term or condition in this Proposal shall control. By signing or accepting this Proposal, Client acknowledges, represents, and warrants to Provider that Client has read and agrees to all terms and conditions set forth in the Ancillary Agreements on the Effective Date. The Parties agree that electronic signatures on this Proposal shall be relied upon and shall bind the Parties to the terms and conditions stated or incorporated by reference herein. Each Party hereby warrants and represents that such Party is authorized to execute this Proposal and perform the undertakings set forth or incorporated herein. This Proposal supersedes all prior negotiations, proposals, orders, agreements and communications between the Parties regarding all matters expressly addressed or within the reasonable scope of this Proposal or the Ancillary Agreements.

Client acknowledges and agrees that Provider may, from time to time, revise the terms and conditions of the Ancillary Agreements, provided that any such revision shall be effective only in accordance with applicable law, including prevailing legal standards for enforceable "clickwrap" or equivalent electronic consent mechanisms. Revised terms or conditions shall become binding and effective upon the earlier of: (a) Client's continued use of the applicable products or services following reasonably conspicuous notice and opportunity for Client to review the revised term(s) or condition(s); or (b) Client's affirmative acceptance of the revised term(s) via a click-through or similar method reasonably designed to confirm assent. Provider shall make revised terms reasonably available for Client review which shall indicate the date of last revision. If Client does not agree to any revised term(s), Client must discontinue use of the affected products or services and may terminate this Proposal only in accordance with termination provisions set forth in the Ancillary Agreements. Any revision(s) to the terms or conditions of the Ancillary Agreements by Provider shall apply only prospectively, unless otherwise required by applicable law or expressly stated in the revised terms.

Client further agrees that the terms of the Ancillary Agreements shall apply not only to the specific transaction described in this Proposal, but also to all other current and future transactions between Client and Provider unless and until such terms are superseded by a subsequently executed Proposal or Ancillary Agreement.

Both of the Parties, acting through their respectively authorized officers, agents, or representatives hereby execute this Proposal with the intention of being bound hereby.

**Exhibit A**

Click the buttons below to view the linked documents.

Master Services Agreement

Services Attachment for Managed Services

Service Attachment for Access Control Services

Service Attachment for Managed Video Surveillance

Schedule of Services

Data Processing Agreement

Schedule of Third-Party Services

IN WITNESS WHEREOF, this Order Form is agreed to by the parties below and entered into as of the Order Effective Date.

**CIT**

**Signature:**



**Name :** Nick Lesneski

**City of Rogers**

**Signature:**

**Name:**

**Date:**



Thank you for choosing CDW. We have received your quote.

# QUOTE CONFIRMATION

### Pricing and Availability Notice

Due to ongoing supply chain challenges, some hardware manufacturers cannot guarantee product availability or pricing until the product is shipped. While we make every effort to honor quoted pricing, if a hardware manufacturer increases its price to CDW after a quote is issued or order is accepted, we may need to update your quoted price to reflect that change irrespective of any timeframes or validity periods set forth in the quote, including up to the date of shipment. In the event of a price adjustment, we will notify you prior to shipment. Any price adjustment would only occur if the hardware manufacturer increases its pricing to CDW.

### JASON GRENINGER,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

This quote is subject to CDW's Third Party Cloud Services Order Form Terms and Conditions set forth at <https://www.cdwg.com/content/cdwg/en/terms-conditions/third-party-cloud-services-order-form-term-s-and-conditions-.html>

**Convert Quote to Order**

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PVJJ852	3/20/2026	3999938	6847481	<b>\$79,080.60</b>

### QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<a href="#">Nutanix Cloud Infrastructure Edge Pro - license + Production Support - 1 li</a> Mfg. Part#: SW-NCI-E-PRO-PR Electronic distribution - NO MEDIA Contract: Sourcewell 121923 CDWG-Software GOV ONLY (121923)	20	7691982	\$2,240.00	\$44,800.00
<a href="#">Nutanix AOS Pro - Term License - 1 license</a> Mfg. Part#: TERM-MONTHS Electronic distribution - NO MEDIA Contract: Sourcewell 121923 CDWG-Software GOV ONLY (121923)	60	6501791	\$0.01	\$0.60
<a href="#">Nutanix Infrastructure Modernization Infrastructure Deploy - On-Prem NCI Cl</a> Mfg. Part#: CNS-INF-A-SVC-DEP-ONP-AHV-VIRT Electronic distribution - NO MEDIA Contract: Sourcewell 121923-CDWG Tech Catalog GOV ONLY (121923)	3	9009375	\$2,595.00	\$7,785.00
<a href="#">Nutanix Hybrid Cloud Fundamentals - Instructor-led training (ILT) - live e-</a> Mfg. Part#: EDU-C-NHCF-INV	2	6297504	\$1,840.00	\$3,680.00

**QUOTE DETAILS (CONT.)**

Electronic distribution - NO MEDIA

Contract: Sourcwell 121923-CDWG Tech Catalog GOV ONLY (121923)

[Nutanix Cloud Infrastructure Disaster Recovery Design Workshop - consulting](#)

1 7206373 \$16,150.00 \$16,150.00

Mfg. Part#: CNS-INF-A-WRK-DRD-STD

Electronic distribution - NO MEDIA

Contract: Sourcwell 121923-CDWG Tech Catalog GOV ONLY (121923)

[NUTANIX INFRA MODERN SVC DRD DEPLOY](#)

1 6585388 \$6,665.00 \$6,665.00

Mfg. Part#: CNS-INF-A-SVC-DRD-ASY

Electronic distribution - NO MEDIA

Contract: Sourcwell 121923-CDWG Tech Catalog GOV ONLY (121923)

These services are considered Third Party Services, and this purchase is subject to CDW's [Third Party Cloud Services Terms and Conditions](#), unless you have a written agreement with CDW covering your purchase of products and services, in which case this purchase is subject to such other written agreement.

The third-party Service Provider will provide these services directly to you pursuant to the Service Provider's standard terms and conditions or such other terms as agreed upon directly between you and the Service Provider. The Service Provider, not CDW, will be responsible to you for delivery and performance of these services. Except as otherwise set forth in the Service Provider's agreement, these services are non-cancellable, and all fees are non-refundable.

<b>SUBTOTAL</b>	\$79,080.60
<b>SHIPPING</b>	\$0.00
<b>SALES TAX</b>	\$0.00
<b>GRAND TOTAL</b>	<b>\$79,080.60</b>

**PURCHASER BILLING INFO**

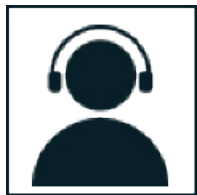
**Billing Address:**  
CITY OF ROGERS  
ACCTS PAYABLE  
22350 S DIAMOND LAKE RD  
ROGERS, MN 55374-4773  
**Phone:** (763) 428-2253  
**Payment Terms:** NET 30-VERBAL

**DELIVER TO**

**Shipping Address:**  
CITY OF ROGERS  
JASON GRENINGER  
22350 S DIAMOND LAKE RD  
ROGERS, MN 55374-4773  
**Phone:** (763) 428-2253  
**Shipping Method:** ELECTRONIC DISTRIBUTION

**Please remit payments to:**

CDW Government  
75 Remittance Drive  
Suite 1515  
Chicago, IL 60675-1515



**Sales Contact Info**

**Amanda Varela** | (877) 680-7211 | [amanda.varela@cdwg.com](mailto:amanda.varela@cdwg.com)

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This order is subject to CDW's Terms and Conditions of Sales and Service Projects at

<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager.

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Thank you for choosing CDW. We have received your quote.

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**Convert Quote to Order**

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PVJK060	3/20/2026	3999942	6847481	<b>\$88,315.60</b>

### QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<a href="#">Nutanix Xtreme Computing Platform NX-1175S-G10 - application accelerator</a> Mfg. Part#: NX-1175S-G10-6521P-CM Contract: Sourcwell 121923-CDWG Tech Catalog GOV ONLY (121923)	3	9014623	\$6,620.00	\$19,860.00
<a href="#">NUTANIX 64GB MEMORY MODULE</a> Mfg. Part#: C-MEM-64GB-6400-CM Contract: Sourcwell 121923-CDWG Tech Catalog GOV ONLY (121923)	24	8531749	\$1,870.40	\$44,889.60
<a href="#">NUTANIX 7.68 TB NVME SSD - PCIE GE7N</a> Mfg. Part#: C-NVM-7.68TB-AB1A-CM Contract: Sourcwell 121923-CDWG Tech Catalog GOV ONLY (121923)	6	8536923	\$1,870.00	\$11,220.00
<a href="#">Nutanix 25 10GbE Dual Port NIC Transceiver</a> Mfg. Part#: C-NIC-25G2A2-CM Contract: Sourcwell 121923-CDWG Tech Catalog GOV ONLY (121923)	6	7268539	\$550.00	\$3,300.00
<a href="#">Nutanix - power cable - IEC 380-C13 to IEC 60320 C14 - 4 ft</a> Mfg. Part#: C-PWR-4FC13C14A-CM Contract: Sourcwell 121923-CDWG Tech Catalog GOV ONLY (121923)	6	6688036	\$25.00	\$150.00
<a href="#">NUTANIX TPM 2.0 MODULE UNPROVISIONED</a>	3	8531751	\$75.00	\$225.00

**QUOTE DETAILS (CONT.)**

Mfg. Part#: C-TPM-2.0-U-C-CM

Contract: Sourcwell 121923-CDWG Tech Catalog GOV ONLY (121923)

**SONIM XP3 HOLSTER**

3 6166362 \$2,870.00 \$8,610.00

Mfg. Part#: S-HW-PRD

Contract: Sourcwell 121923-CDWG Tech Catalog GOV ONLY (121923)

**NUTANIX SUPPORT TERM**

60 5642025 \$1.00 \$60.00

Mfg. Part#: SUPPORT-TERM

Contract: Sourcwell 121923-CDWG Tech Catalog GOV ONLY (121923)

**NUTANIX PLATFORM INTEGRATION**

1 7724228 \$1.00 \$1.00

Mfg. Part#: PLATFORM INTEGRATION

Electronic distribution - NO MEDIA

Contract: Sourcwell 121923 CDWG-Software GOV ONLY (121923)

<b>SUBTOTAL</b>	\$88,315.60
<b>SHIPPING</b>	\$0.00
<b>SALES TAX</b>	\$0.00
<b>GRAND TOTAL</b>	<b>\$88,315.60</b>

**PURCHASER BILLING INFO**

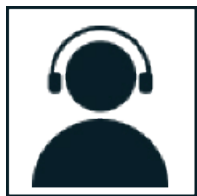
**Billing Address:**  
CITY OF ROGERS  
ACCTS PAYABLE  
22350 S DIAMOND LAKE RD  
ROGERS, MN 55374-4773  
**Phone:** (763) 428-2253  
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**DELIVER TO**

**Shipping Address:**  
CITY OF ROGERS  
JASON GRENINGER  
22350 S DIAMOND LAKE RD  
ROGERS, MN 55374-4773  
**Phone:** (763) 428-2253  
**Shipping Method:** DROP SHIP-GROUND

**Please remit payments to:**

CDW Government  
75 Remittance Drive  
Suite 1515  
Chicago, IL 60675-1515



**Sales Contact Info**

**Amanda Varela** | (877) 680-7211 | [amanda.varela@cdwg.com](mailto:amanda.varela@cdwg.com)

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