AGENDA

Rogers City Council

May 26, 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 May 12, 2026 City Council Meeting Minutes

5.2 Approval of Bills and Claims

5.3 Approve a Gambling Exempt Permit Application for Mary Queen of Peace Catholic Church to Conduct Bingo and a Raffle on September 27, 2026 at 21304 Church Avenue, Rogers.

5.4 Approve Updated Job Description for Patrol Sergeant

5.5 Approve Job Description and Position Recruitment for Community Engagement Specialist

5.6 Approve Purchase and Installation for Replacement of Tornado Siren #2

5.7 Approve Changes to Paid-on-Call Firefighter Job Description

5.8 Approve Grant Application for Replacement SCBA and Related Equipment

5.9 Approve the Purchase of Building Official Vehicle

5.10 Approve Revised Internal Engineering Fees for City Hall and Police Department Civic Campus, City Project No. 2202 and Rogers Activity Center Expansion, City Project No. 2406

5.11 Approve Resolution No. 2026-54, A Resolution Approving the Application to Fill Wetlands to Facilitate Rogers Drive Industrial Project

5.12 Approval of Resolution 2026-51 Approving the Final Plat for EB Rogers (former Willis Trucking Site)

5.13 Approval of a Lease Agreement with Outfront Media for Two Billboards at PID 1512023230009 and a Shared Revenue Agreement with the Rouillard Family Trust.

5.14 Approval of Resolution 2026-52 Approving Final Plat for Edgewater Cove and Authorization for the Execution of Related Agreements

5.15 Approve Resolution 2026-53, Final Plat for Northview Preserve 2nd Addition, and Authorize Execution of Related Agreements.

5.16 Approval of Resolution 2026-55 Allowing for a Short Term Temporary Office at the Asguard Development Site

5.17 Approval of Sunnyside Park Playground Equipment Replacement

5.18 Approval to Hire for the Recreation Administrative Assistant II

6. PUBLIC HEARINGS

6.1 Public Hearing and Consideration of a Right-of-Way Vacation Request Corresponding to the Development of the Property at 21355 136th Avenue

6.2 Public Hearing to Consider Adopting the Following Ordinances:

- Ordinance No. 2026-07, An Ordinance Implementing an Electric Service Franchise Fee on Northern States Power Company, D/B/A Xcel Energy, a Minnesota Corporation, its Successors and Assigns, for Providing Electric Service within the City of Rogers, Minnesota
- Ordinance No. 2026-11, An Ordinance Implementing a Gas Energy Franchise Fee on CenterPoint Energy Minnegasco, a Division of CenterPoint Energy Resources Corporation, a Delaware Corporation, its Successors and Assigns, for Providing Gas Energy Service within

the City of Rogers, Minnesota

- Ordinance No. 2026-12, An Ordinance Implementing an Electric Service Franchise Fee on Wright-Hennepin Cooperative Electrical Association, a Minnesota Corporation, its Successors and Assigns, for Providing Electric Service within the City of Rogers, Minnesota

7. GENERAL BUSINESS

7.1 Approve the Promotion of Officer Amy Herold to the Position of Patrol Sergeant, Effective June 2, 2026

7.2 Items Related to City Hall and Police Department Civic Campus Bid Package #1, City Project No. 2202

- Accept Bids for Bid Package #1
- Approve AIA Document A133· - 2019 Exhibit A Guaranteed Maximum Price (GMP) Amendment Limited-GMP Amendment for Bid Package #1
- Approve Professional Services Agreement (PSA) with Braun Intertec for Response Action Plan/Construction Contingency Plan (RAP/CCP)

7.3 Legislation Related to In-Person Absentee/Early Voting Period

8. OTHER BUSINESS

9. CORRESPONDENCE AND REPORTS

10. ADJOURN

STAFF REPORT **Meeting Date**: May 26, 2026

ROGERS CITY COUNCIL **Agenda Item**: 5.1

Subject: Approval of May 12, 2026 City Council Meeting Minutes
Prepared By:

Recommended Council Action
Motion to approve the May 12, 2026 City Council meeting minutes.

Overview / Background / Analysis

Staff Recommendation
Motion to approve the May 12, 2026 City Council meeting minutes.

Financial Impact: **Source Fund**:

Budgeted?

Supporting Documentation
A. 05122026min

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, May 12, 2026, at 7:00 PM at Rogers Community Room, 21201 Memorial Drive, Rogers, MN, 55374 and online in the Teams application.

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

Staff present: Steve Stahmer, Administrator; Bridget Bruska, Finance Director; Dan Wills, Chief of Police; 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 Enga moved, Councilor Brockman seconded a motion to approve the agenda as submitted. Motion carried 3-0.

5. CONSENT AGENDA

5.1 Approval of Minutes
5.2 Approval of Bills and Claims
5.3 Approval of Special Event Permit Application for Hisco, Inc. for September 17, 2026
5.4 Approval of Ice Resurfacer Purchase for Rink 2
5.5 Approve Second Amendment to May 26, 2020 Trailway Cooperative Agreement with Three Rivers Park District for the grade-separated crossing of CR 144/141st Avenue, City Project No. 2107
5.6 Approve Fleet and Equipment Proposed Changes
5.7 Approve Payment to Xcel Energy to Relocate Overhead Power for City Hall and Police Department Civic Campus, City Project No. 2202
5.8 Call a Public hearing for Tuesday, May 26, 2026 at 7:00 p.m. to Consider the Adoption of Franchise Fee Ordinances for the Public and Cooperative Utilities Serving the City
5.9 Approval of the First Amendment to the Purchase Agreement with Cloutier Properties for the Sale of City-Owned Property Setting a Closing Date

5.10 Approval of the Fifth Amendment to the Purchase Agreement with Jacob Ventures, LLC Granting Additional Time to Close
5.11 Authorize Execution of Early Grading Agreement for Northview Preserve 2nd Addition.
5.12 Authorize Execution of Early Grading Agreement for Cowley Lake Preserve 2nd Addition Area

Councilor Brockman moved, Councilor Enga seconded a motion to approve the Consent Agenda. Motion carried 3-0.

6. PUBLIC HEARINGS

6.1 Public Hearing to identify Qualified 501(c)(3) Users of the Rogers Activity Center in the City of Rogers

Finance Director Bruska explained that this Public Hearing is related to the financing package for the Rogers Activity Center expansion project. The type of financing being used is General Obligation Abatement Bonds, for which a Public Hearing was held at a previous Council meeting.

The purpose of tonight's Public Hearing is to identify certain non-profit organizations who will enter into long-term agreements for use of the facility. The bonds must be 501c3 or non-profit bonds, and currently the only non-profit organization the City has an agreement with is the Rogers Youth Hockey Association. The Public Hearing is to allow comments on the proposed financing option, and is 100% procedural in nature, and no formal action is needed from the Council tonight. The 501(c)3 designation will be memorialized in the Resolution for the final bond sale.

Acting Mayor Jullie opened the Public Hearing at 7:05 p.m.

No one came forward.

Councilor Enga moved, Councilor Brockman seconded a motion to close the Public Hearing at 7:06 p.m. Motion carried 3-0.

7. GENERAL BUSINESS

7.1 Approval of Resolution 2026-49 Approving a Site Plan and Variance Request for a Retail Center at 21355 136th Ave (Lot Adjacent to Maynards) by Cloutier Properties

Community Development Director Angell presented a Site Plan and Variance request for consideration by the Council for proposed commercial development at 21355 136th Avenue North. He reviewed the property details, including size (1.31 acres with additional land to be added), zoning (RC), guidance (Commercial), current use (Vacant), proposed use (Multi-Tenant Commercial), and adjacent uses.

Angell explained that a Public Hearing and consideration for a right-of-way vacation for the

east side of the property will take place at the May 26, 2026 Council meeting. He shared the Site Plan, including an approximately 9,100 square foot building (with four tenants anticipated), two access points, a drive-through on the west side (with stacking for over 10 vehicles), and a small patio on the north side.

Angell noted that the plan includes 93 proposed parking stalls, building setback requirements are exceeded, the building is under the maximum building height requirement, and the area is served by regional stormwater. The Corridor overlay calls for 20-foot parking setbacks, and the variance request is for a 10-foot parking setback on the north and south sides, and zero feet on the east side. He shared the variance review criteria via the State Statute.

Angell reviewed the landscaping plan and renderings of the building, featuring stone, glazing and windows. He stated that a Public Hearing was held at the May 4th Planning Commission meeting, and no one spoke for or against the proposal. The Commission discussed possible trail connections. However, there is not a lot of potential for trail expansion due to the proximity to a ditch and private communications utilities, which would have to be moved. The Commission unanimously recommended approval of the Variance request and Site Plan.

Councilor Enga inquired about a designated pedestrian crosswalk. Angel stated it could be explored further. However, there is potential that the area being vacated may be needed for stormwater capacity. He noted that with a trail connection to the parking lot, additional ADA capacity would be needed going from the trail all the way to the building. Enga asked if the intention is to keep the crosswalk, as it didn’t seem to go anywhere. Angell replied that this can be reviewed more as part of the 2050 Comprehensive Plan process. There are no anticipated trail connections for this area in the 2040 Plan.

Enga noted that the Planning Commission discussed general traffic in the area, specifically site lines. Angell noted that the vacated portion will really only be needed for stormwater, adding that there shouldn't be any visibility constraints on this corner, as there is no placement of buildings or vehicles in that spot. Acting Mayor Jullie expressed that a crossing may be something to consider, noting there are no existing trails, and Enga asked if that could be made a condition for approval. Council further discussed the potential for a pedestrian crossing and challenges with the location.

Councilor Brockman asked Public Works Director/City Engineer Cote for input on the site. Cote noted that three of the corners have existing utility boxes, and having appropriate ADA accessibility could be an issue as well. The 5-year Capital Improvement Plan includes an overlay of Rogers Drive, and it could be considered at that time; however, it could be difficult. Enga proposed that the Council should revisit this in the future.

Tom Cloutier of Cloutier Properties came forward and thanked the Council for the opportunity. He shared that there is a high interest level from prospective tenants, with roughly a dozen letters of intent, which outpaces the location in Maple Grove. He believes they will have their pick of tenants. Jullie asked how the discussion regarding trail

connections for the site could be memorialized. Angell stated he will add it to his notes and reach out to the consultant who is doing the 2050 Comprehensive Plan.

Councilor Brockman moved, Councilor Enga seconded a motion to approve Resolution 2026-49; Approving a Site Plan and Variance Request for a Retail Center at 21355 136th Avenue. Motion carried 3-0.

8. OTHER BUSINESS

None.

9. CORRESPONDENCE AND REPORTS

None.

10. ADJOURN

Acting Mayor Jullie adjourned the meeting at 7:34 p.m.

Respectfully submitted,

Stacie Brown
City Clerk

STAFF REPORT **Meeting Date**: May 26, 2026

ROGERS CITY COUNCIL **Agenda Item**: 5.2

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

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

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

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. 05-08-2026 Checks #97549-97590 & ACH Payments
C. 05-15-2026 Checks #97591-97627 & ACH Payments
D. 05-15-2026 Checks #97628-97637 - UB Overpayments

CITY OF ROGERS
05.26.2026 CITY COUNCIL MEETING
OPERATING ACCOUNTS - ADDITIONAL CLAIMS PAID/TO BE PAID

City Payroll Checks, Taxes & Misc Fees Paid		
5/14/2026	ADP Child Support/Garnishment	124.62
5/14/2026	ADP Direct Deposits	280,314.59
5/8/2026	ADP Fees	1,962.20
5/8/2026	ADP Fees	943.40
5/8/2026	ADP Fees	1,136.25
5/14/2026	ADP Payroll Taxes	114,556.62
5/11/2026	Associated Bank FSA/DCAP	202.00
5/12/2026	Associated Bank FSA & DCAP Participant Fees	60.00
5/8/2026	Associated Bank Cobra Fees	62.30
5/18/2026	ICMA Deferred Compensation	3,125.00
5/15/2026	Associated Bank Health Plan Fund	11,843.84
5/18/2026	PERA	82,298.57
5/18/2026	State of MN HCSP	4,603.51
5/18/2026	State of MN - Deferred Comp	23,899.20
Payroll & Misc Fee Expenditures		525,132.10
City Checks & ACH Paid		
5/8/2026	City Checks & ACH Paid (97549-97590)	625,553.32
5/15/2026	City Checks & ACH Paid (97591-97627)	567,643.49
5/15/2026	City Checks UB Overpayments (97628-97637)	574.54
City Check & ACH Expenditures		1,193,771.35
City Misc ACH/Wires Paid		
5/18/2026	Civic Pay ACH Fees Utility Billing	35.37
5/11/2026	Wells Fargo Client Analysis Fees	1,800.57
5/7/2026	Pitney Bowes Postage - PD Auto Replenish	1,500.00
5/8/2026	Pitney Bowes Postage - PD Auto Replenish	1,500.00
5/14/2026	MNDOR - Water Sales Tax	2,797.00
City ACH/Wire Expenditures		7,632.94
	City Total To Be Approved	**1,726,536.39**

STAFF REPORT **Meeting Date**: May 26, 2026

ROGERS CITY COUNCIL **Agenda Item**: 5.3

Subject: Approve a Gambling Exempt Permit Application for Mary Queen of Peace Catholic Church to Conduct Bingo and a Raffle on September 27, 2026 at 21304 Church Avenue, Rogers.

Prepared By: Stacie Brown, City Clerk

Recommended Council Action

Motion to approve a Gambling Exempt Permit for Mary Queen of Peace Catholic Church to conduct bingo and a raffle on September 27, 2026 at 21304 Church Avenue, Rogers.

Overview / Background / Analysis

Mary Queen of Peace Catholic Church has submitted a permit application to conduct bingo and a raffle on September 27, 2026 at 21304 Church Avenue in Rogers.

Staff Recommendation

Motion to approve a Gambling Exempt Permit for Mary Queen of Peace Catholic Church to conduct bingo and a raffle on September 27, 2026 at 21304 Church Avenue, Rogers

Financial Impact: **Source Fund**:

Budgeted? N/A

Supporting Documentation

None

STAFF REPORT **Meeting Date**: May 26, 2026

ROGERS CITY COUNCIL **Agenda Item**: 5.4

Subject: Approve Updated Job Description for Patrol Sergeant
Prepared By: Dan Wills, Chief of Police

Recommended Council Action
Motion to Approve Updated Job Description for Patrol Sergeant

Overview / Background / Analysis
The Police Department is seeking approval of the updated Patrol Sergeant job description. The revisions reflect organizational changes resulting from the creation and promotion of the new Deputy Chief of Police and Police Captain positions. Several responsibilities historically assigned to the Patrol Sergeants role will transition to the Police Captains and Deputy Chief, requiring adjustments to the current Patrol Sergeant description.

Staff Recommendation
Approve Updated Job Description for Patrol Sergeant

Financial Impact: **Source Fund**:

Budgeted? N/A

Supporting Documentation
A. Patrol Sergeant - Job Description

City of Rogers *Job Description*

Title: Patrol Sergeant	**FLSA Status:** Non-Exempt
Department: Police	**Position Status:** Regular Full-Time
Accountable To: Patrol Captain	**Salary Grade:** Union Contract
Revision Date: May 2026	

POSITION SUMMARY

Under direction of the Patrol Captain, and/or Command Staff, the Patrol Sergeant supervises and assists Patrol Officers, Community Service Officers, Reserves, and other assigned personnel to ensure the efficient and professional delivery of police services. The Patrol Sergeant assigns and reviews work, oversees responses to calls for service, provides direction during routine and critical incidents, and ensures compliance with departmental policies and procedures. The position also performs a variety of administrative and technical duties, including report review, scheduling, training, and performance feedback. The Patrol Sergeant plays a pivotal role in supporting community policing efforts, maintaining officer readiness, and promoting a safe environment for the public and department personnel.

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 Patrol Sergeant is responsible for providing leadership, guidance, mentorship, direction, and supervision to front-line police department and other assigned personnel that provide public safety services in our community. This individual will perform a variety of functions throughout the Patrol Division, which include the following:

- Management of Patrol Officers, Community Service Officers, and Reserves responses to call for service and proactive activities.
- Review reports, citations and supplementary documents related to proactive and reactive work, as well as Use of Force review, to include all documentation and related evidence.
- Respond to calls for service, proactive community engagement, and traffic enforcement. Complete reports and search warrants. Handle concerns about police department staff responses and actions taken in the field. Conduct internal investigations as directed.
- Interprets and ensures compliance of directives, policies, and procedures as applicable to police department and city operations.
- Assists in the budgeting process by monitoring expenditures, evaluating needs, and researching best practices.
- Provides ongoing performance feedback and formal evaluations of assigned staff.
- Responds on and off-duty to major incidents and emergencies and supervises major criminal investigations as directed.
- Respond to e-mails, phone calls, and text messages from personnel, as well as colleagues from other agencies & departments. Handle equipment service repairs and purchases.
- Review and assign cases for referral to Services Division and prepare for criminal charging or other referral. Review criminal history and court data, complete intake forms, and work with County and City Attorneys Offices for case and charging review, as directed.

- Schedule and manage work shifts and training schedule for assigned team, as well FTOs, CSOs and training staff. Review and approve payroll for team members.
- Create content and facilitate meetings and training within the organization and for external stakeholders (community meetings and presentations). Attend internal/external meetings and training.
- Research best practices in policing, creating lesson plans, and submitting to external governing bodies for review.
- Assist other departments and employees as necessary.
- Perform other job-related duties as assigned.

COMMON PERFORMANCE STANDARDS

Communications

- Communicates with:
  - *Internal Clients Include:* Rogers Police Department staff, various police leaders, City employees, Mayor and City Council Members, 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, flexible, and exhibit command presence.
- 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.
- Ability to multitask and meet deadlines while providing accurate work products.

WORK ENVIRONMENT

- Required to do sustained physical work in all types of weather and environments.
- Work around mechanical, chemical, and electrical hazards
- Exposure to infectious diseases, needles, body fluids, and blood borne pathogens
- Work rotating shifts - consists of days, evenings, and nights

PHYSICAL REQUIREMENTS

- Physical ability for rapid stair climbing and other situational needs
- Ability to move around with weighted gear and a variety of weighted equipment or an injured person
- Ability to push/pull objects using total body movements
- Ability to walk long distances
- Ability to work effectively under stress/pressure and engage in physical confrontations
- Ability to sit and stand for long periods of time
- Ability to pursue suspects on foot over all types of ground conditions and over walls
- Ability to have good grip strength to handle equipment, weapons, and suspects
- Ability to drive a squad car at normal and high speeds
- Ability to lift or carry equipment from floor to overhead
- Professionally acceptable competencies in vision, hearing, and sense of smell.

Minimum Qualifications

- Associate's degree in Law Enforcement, Criminal Justice, or closely related field.
- Valid MN POST license.
- 3 years of sworn police officer experience.

Preferred Qualifications

- 7+ years of sworn police officer experience.
- Bachelor's or Master's degree in Law Enforcement, Criminal Justice, or closely related field.

STAFF REPORT **Meeting Date**: May 26, 2026

ROGERS CITY COUNCIL **Agenda Item**: 5.5

Subject: Approve Job Description and Position Recruitment for Community Engagement Specialist
Prepared By: Dan Wills, Chief of Police

Recommended Council Action
Motion to Approve Job Description and Position Recruitment for Community Engagement Specialist

Overview / Background / Analysis
During the 2026 budget process, the need for a full-time Community Engagement Specialist position was identified and presented for City Council consideration. The Rogers City Council adopted the City's 2026 budget, which included the position of full-time Community Engagement Specialist.

Briefly, the position summary states:

Under direction from Police Sergeants and Captains, the Community Engagement Specialist is responsible for facilitating proactive relationships and crime reduction strategies in the residential and business communities; disseminates relevant crime prevention and statistical information to key partners and residents, conducts premise surveys of commercial and residential properties, responds to public inquires, participates and facilitates safety and educational seminars, leads Neighborhood Watch program, coordinates Night to Unite event, monitors and analyzes crime trends and assists with enforcement strategies, and serves as a Community Services Officer with patrol and/or jail duties when required.

This position will greatly assist with the organizational needs of the Rogers Police Department, expanding our community engagement presence, crime prevention programming, in addition to serving as a crucial backup to the current full-time Community Services Officer/Code Enforcement Officer role.

Following a review of the comprehensive duties associated with this position, staff recommends adjusting the classification from the originally proposed Pay Grade 8 to Pay Grade 9. In addition to the full scope of responsibilities outlined for this role, the position is also expected to perform all backup duties of the full-time Community Service Officer, resulting in a broader range of operational, support, and public-facing functions.

The attached job description provides a detailed overview of these responsibilities and

supports the recommendation for placement at Pay Grade 9.

Staff Recommendation
Approve Job Description and Position Recruitment for Community Engagement Specialist

Financial Impact: **Source Fund**:

Budgeted? Yes

Supporting Documentation
A. Community Engagement Specialist

Title: Community Engagement Specialist	**FLSA Status:** Non-Exempt
Department: Police	**Position Status:** Regular Full-Time
Accountable To: Police Sergeants and Captains	**Salary Grade:** Level 9
Revision Date: N/A	

POSITION SUMMARY

Under direction from Police Sergeants and Captains, the Community Engagement Specialist is responsible for facilitating proactive relationships and crime reduction strategies in the residential and business communities; disseminates relevant crime prevention and statistical information to key partners and residents, conducts premise surveys of commercial and residential properties, responds to public inquires, participates and facilitates safety and educational seminars, leads Neighborhood Watch program, coordinates Night to Unite event, monitors and analyzes crime trends and assists with enforcement strategies, and serves as a Community Services Officer with patrol and/or jail duties when required.

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 facilitate proactive relationships and crime reduction strategies in the residential and business communities. This individual will perform a variety of functions, which includes the following:

- Facilitates positive police/community relationships and encourages resident and business community participation in selected crime prevention programs, and assists with the development of and implementation of initiatives and programs that address crime concerns in Rogers.
- Disseminates relevant crime prevention, crime statistical, and safety information to residents, businesses, and civic organizations in an effective manner.
- Aids in developing informational articles disseminated via social media and standard press as they relate to crime prevention, public safety, etc.
- Assists, collaborates, and implements problem solving initiatives with other city employees on quality-of-life issues affecting Rogers' residents.
- Conducts premise surveys of commercial and residential units.
- Addresses inquiries from the public via phone or in person and/or refers to the proper entity.
- Serves as police liaison to media outlets for purposes of fostering the police department's messages about crime prevention, safety tips, and community engagement.
- Coordinates and leads the City's Night to Unite event, and other relevant community engagement events.
- Administers the Neighborhood Watch program and Camera Registration program, and promotes their expansion throughout Rogers. Acts as the liaison between Neighborhood Watch areas and the police department.
- Assists in ongoing public relations activities such as conducting police department tours, squad car tours, organized visits to childcare and senior care facilities, coffee with a cop, Citizen Police Academy, educational workshops, alcohol compliance trainings, open houses, etc.
- Regularly prepares and conducts public presentations to Neighborhood Watch groups, homeowner association groups, concerned neighborhoods, senior groups, etc.
- Writes routine correspondence and reports such as memos, inquiries, and status/activity reports.

- Assists other city departments in the performance of their duties, such as Fire, Information Technology, Community Development, Administration, etc., and partners with other community and civic organizations to assist with their crime prevention efforts.
- Oversees staff and volunteers who are assigned to police and city events as required.
- Offers plan review recommendations to city's Community Development Department.
- Manages crime prevention initiatives and equipment within retail areas, property management companies and other private groups throughout the city.
- Manages and deploys police surveillance and traffic monitoring equipment.
- Performs as a Community Services Officer with patrol and/or jail duties when required.
- Performs other related duties as assigned or required.

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.
- Knowledge of breeds and temperaments of various animals.
- Knowledge of methods and techniques of animal control and apprehension.
- Knowledge, skill and ability to effectively use departmental equipment.
- Ability to comprehend city ordinance, county, state and federal laws.
- Ability to prepare routine reports, case files and correspondence.
- Ability to work under stressful situations.
- Able to handle emergency situations.
- Able to exercise sound judgment when enforcing laws or ordinances.
- Ability to work within the scope of this position's duties and authority.
- Ability to be trusted with confidential matters, cash and evidence.

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.
- Comprehends the community, the incidence of crime, problems within the community, and understands law enforcement procedures and functions.

WORK ENVIRONMENT

- Will be required to do sustained physical work, in all types of weather, and in an office environment.
- Will be required to attend off-stie training and meetings.
- Work around mechanical, chemical, electrical hazards, and in wet/damp conditions.
- Work in noisy environments.
- Work around and in close proximity to moving objects and people.
- Infectious diseases, needles, body fluids, blood borne pathogens.
- Walk and run over uneven surfaces.
- Will generally work Monday-Friday, daytime hours, but will also require working shifts consisting of days, evenings, and nights based on need.

PHYSICAL REQUIREMENTS

- Ability to stand, walk or sit for extended periods of time and perform 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.
- Professionally acceptable competencies in vision, hearing, and sense of smell.
- Ability to assist in caring and lifting a stretcher with a person.
- Ability to walk long distances.
- Ability to work effectively under stress/pressure and exhibits command presence.
- Ability to sit and stand for long periods of time.
- Ability to balance self while handling weighted equipment.
- Ability to lift or carry equipment from floor to overhead.

Minimum Qualifications

- Associate's Degree in Criminal Justice, Law Enforcement, or closely related field.
- 2+ years of public facing and/or customer service experience.
- Possession of, or ability to obtain, a valid Minnesota Driver's License.

Preferred Qualifications

- 5+ years of public facing and/or customer service experience.
- Experience working within a police department or criminal justice organization.
- Coursework and/or certification in crime prevention.
- Bachelor's Degree or higher in Criminal Justice, Law Enforcement, or closely related field.

STAFF REPORT **Meeting Date**: May 26, 2026

ROGERS CITY COUNCIL **Agenda Item**: 5.6

Subject: Approve Purchase and Installation for Replacement of Tornado Siren #2
Prepared By: Patrick Farrens, Fire Chief

Recommended Council Action
Approve the purchase of associated equipment and labor to replace warning siren #2.

Overview / Background / Analysis
The City's outdoor warning siren # 2 has reached the end of its useful service life and is experiencing increasing maintenance issues and reliability concerns. This replacement cost was anticipated and budgeted in the 2026 budget creation process. Recent inspections and testing identified one of the two remaining belt-driven siren models (recommended for replacement by the maintenance company), rusted components, and a battery box, making continued operation unreliable during severe weather emergencies. The outdoor warning siren system is a critical component of the City's emergency notification infrastructure, used to alert residents and visitors to tornadoes, severe weather events, and other emergencies requiring immediate public attention. The replacement tornado siren is necessary to maintain reliable emergency warning coverage for residents, businesses, schools, and visitors within the affected service area. Outdoor warning sirens remain an essential public safety tool, particularly during tornado events and fast-moving severe weather situations where immediate outdoor notification is required. Staff anticipates replacing Siren #3 in 2027 (belt-driven), and then, every other year, the next-oldest siren will be replaced, giving each siren a useful service life of just over 20 years.

Staff Recommendation
Approve the purchase of associated equipment and labor to replace warning siren #2.

Financial Impact: $27,784.15 **Source Fund**: 100-420-2500-44070-0000

Budgeted? Yes

Supporting Documentation
A. Siren 2 Replacement Est.
B. FWS Quote Siren 2

Estimate

Date	Estimate #
4/16/2026	226229

Ready Watt ELECTRIC

21269 Jarvis Street NW
Nowthen, MN 55330
PH: 763-241-4943

Name / Address	Project
City of Rogers 21201 Memorial Drive Rogers, MN 55374 Attention: Fire Chief Pat Farrens	26-410 Replace Siren #2

Description

Install Cities FWS Weather Siren on existing pole. Remove old gear and dispose of. Does not include any work to new Ati Hennipen County radio.

Ready Watt Electric will supply and or install batteries, electric material, electric permit, labor, boom truck, bucket truck, start up ect. Traffic control, woodpecker repair.

Tree trimming done by City.

Price does not include Power Co charges, snow removal, restoration, un-augarable soil conditions if any. If augured soil is not usable to tamp pole customer to supply.

If there are any additional questions please call me.
Rob Schiller 612-221-4983
Over 40 years of Civil Defense Siren experience, installation, maintenance, and consulting.

We look forward to doing business with you. Rob Schiller 612-221-4983	**Total** $12,409.15

ACCEPTANCE OF PROPSAL
(must be signed and returned for work to begin)
NOTE: This propsal may be withdrawn by Ready Watt Electric if not accepted with in 15 days.
The above prices, specifications and conditions are satisfactory and are herby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

FEDERAL SIGNAL
Safety and Security Systems
Protecting people and our planet
US : 2645 Federal Signal Drive, University Park, Illinois 60484 | Tel +1 800-548-7229

Quotation

Number : **SYSQ19668**
Date : **04/20/2026**
Expiration Date : **07/20/2026**
Quoted

Company:
City of Rogers
21201 Memorial Drive
Rogers, MN 55374

To:
Patrick Farrens
701-885-4004
pfarrens@rogersmn.gov

Your Sales Rep:
Dan Gossman
Federal Signal Manufacturer's
Phone 888-320-4827
danfws@aol.com

Prepared By:
Teague Cliff
Central Region Sales Manager
Phone +630-247-3835
tcliff@federalsignal.com

Notes:
Here is the quote you requested.

Project Ref:
DC Siren

Terms	Ship Via	FOB
N30 EQUIP. SHIP DATE. N30 INSTALL SIGNOFF	Freight Quoted	Origin

Line	Qty	Part Number	Description	Unit Price	Ext. Price
1	1	2001-130	ELECTRO-MECHANICAL ROTATING SIREN, 130 DB(C) 800HZ	$9,750.00	$9,750.00
2	1	DCB	DC Control/ Battery Cabinet/Charger/Two 48VDC Contractors/No Board or Receiver/Nema Aluminum Cabinets	$4,850.00	$4,850.00
3	1	FREIGHT Z1	FREIGHT ZONE 1 - US GROUND ONLY	$775.00	$775.00

Lead Time:
8 to 10 weeks

SubTotal	**$15,375.00**
Tax	
Total USD	**$15,375.00**
Recurring Totals	**$0.00**

This quotation is expressly subject to acceptance by Buyer of all terms stated on this and Federal Signal's terms of sale (available on request). Any exception to or modifications of such terms shall not be binding on Seller unless expressly accepted in writing by an authorized agent or office of Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of Federal Signal's terms. Any such order shall be subject to acceptance by Seller in its discretion. Prices Subject To Change - Prices Based Upon Total Purchase - All Delivery, Training Or Consulting Services To Be Billed At Published Rates For Each Activity Involved. We Shall Not Be Liable For Any Loss Of Profits, Business, Goodwill, Data, Interruption Of Business, Nor For Incidental Or Consequential Merchantability Or Fitness Of Purpose, Damages Related To This Agreement.

Quote Approved By: _____

Closing Notes:

Taxes

Prices do not include taxes. Buyer shall pay Seller, in addition to the price of the goods, any applicable excise, sales, use or other tax (however designated) imposed upon the sale, production, delivery or use of the Goods or Services ordered to the extent required or not forbidden by law to be collected by Seller from Buyer, whether or not so collected at the time of the sale, unless valid exemption certificates acceptable to the taxing authorities are furnished to Seller before the date of invoice.

Cancellation Schedule - Material:

-Percentages shown are of total order value with weeks representing number of weeks from receipt of official order:

10% after 2 weeks.
20% after 4 weeks.
40% after 6 weeks.
80% after 8 weeks.

Cancellation Schedule - Services:

-If any cancellation of scheduled service visit occurs, Federal Signal reserves the right to impose cancellation charges as follows:

-Cancellation of visit within 7 days of mobilization - 50% of agreed upon labor and incurred expenses plus handling fee.

-Cancellation of visit within 2 days of mobilization - 100% of agreed upon labor and incurred expenses plus handling fee.

Delivery Schedule:

-From receipt of official purchase order, delivery is based upon the agreed upon schedule. Production does not commence until receipt of approved drawings to Code B(approved with comments)

Warranty/Guarantee:

Please see Federal Signal Limited Warranty Terms and Conditions document (attached)

Storage Charges:

-0.5% storage charge per month on total amount of invoice applies if product is not pickup/shipped within two weeks after signed FAT.

Quote Approved By: _____ Date: _____

This quotation is expressly subject to acceptance by Buyer of all terms stated on this and Federal Signal's terms of sale (available on request). Any exception to or modifications of such terms shall not be binding on Seller unless expressly accepted in writing by an authorized agent or office of Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of Federal Signal's terms. Any such order shall be subject to acceptance by Seller in its discretion. Prices Subject To Change - Prices Based Upon Total Purchase - All Delivery, Training Or Consulting Services To Be Billed At Published Rates For Each Activity Involved. We Shall Not Be Liable For Any Loss Of Profits, Business, Goodwill, Data, Interruption Of Business, Nor For Incidental Or Consequential Merchantability Or Fitness Of Purpose, Damages Related To This Agreement.

2001-130 Siren

Features

- **130 dB(C) output**
- **Directional, rotating siren for maximum coverage**
- **Three distinct warning signals**
- **Full battery operation or battery back-up**
- **Maintenance-free sealed bearing motors**
- **Weather-resistant coating**
- **Ideal for outdoor warning**
- **5-year limited warranty**



The Federal Signal 2001-130 public siren is a high power, rotating, uni-directional outdoor warning siren that offers an anechoic certified signal strength of 130 dB(C) +/- 1 dB(C) at 100-ft. The high-decibel output provides maximum coverage with minimum installation cost. Radio activation can further minimize installation costs by eliminating the need for leased dedicated control lines.

The siren's projector produces a 60-degree projection of sound which rotates at 3 RPM and can produce three distinct warning signals: steady, wail and fast wail. The 2001-130 siren will supply a minimum of 15 minutes of full power output from its batteries after AC power loss. The siren controls are available with battery operation, AC operation, and AC operation with battery back-up, one-way and two-way radio control, wired or wireless ethernet, satellite/cellular or landline.

Ideally suited to provide warning for hazardous weather conditions, fires, floods, chemical spills and other types of emergencies, the 2001-130 siren is a perfect choice to protect any community.

DATA SHEET

FEDERAL SIGNAL
Safety and Security Systems
Advancing security and well being.

2645 Federal Signal Drive, University Park, IL 60484 708.534.4756 Fax: 708.534.4874 www.alertnotification.com

2001-130 Siren
Specifications

Power Requirements*	
Siren Motor	48V (DC or full wave rectified AC) 110A (nom.)
Rotator Motor	48V (DC or full wave rectified AC) 1A (nom.)
Wiring	
Siren Motor	2 AWG
Rotator Motor	12 AWG
Motor Type	
Siren	Series wound DC 6 Hp
Rotator	Permanent magnet DC 1/8 Hp

Signal Information		
Signal	Frequency Range	Sweep Rate
Steady	790 Hz	N.A.
Wail	470-790 Hz	10 sec.
Fast Wail	600-790 Hz	3.5 sec.
Signal Duration	3min. std. (programmable)	
Signal Output (SPL)	130 dB(C) +/- 1 dB(C) at 100' (30.5 m) 6400 feet Effective Range at 70dBC	
Rotation	3 RPM	

Dimensions	
Height x Width x Depth	55" x 37" x 41" 140cm x 94cm x 10cm
Weight	
Shipping Weight	450 lbs. (205 kg)
Environmental	
Operating Temperature	-30°C to +60°C**

* Power requirements refer to the power supplied by the batteries or optional AC operation through 2001TRB.

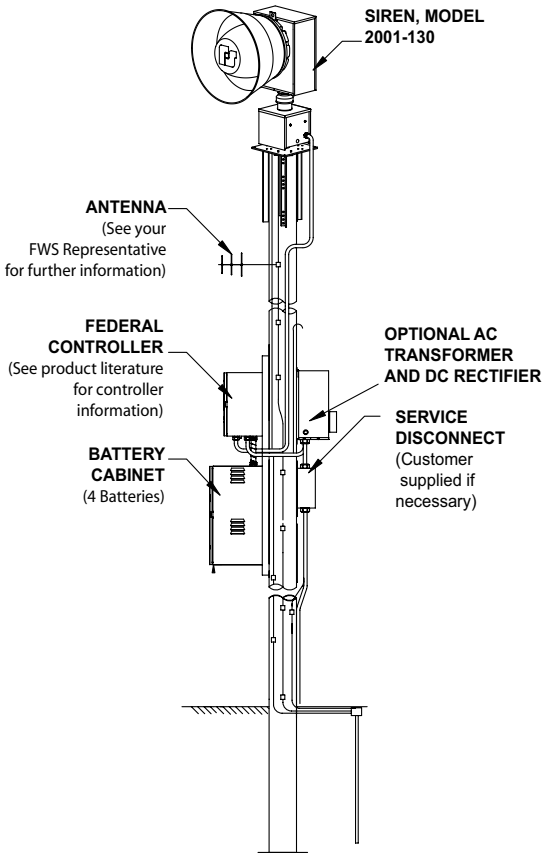
** The siren can operate throughout this temperature range provided that battery temperature is maintained at 18° C or higher.

Ordering Information*	
Siren Motor	Rotating electro-mechanical Siren 130 dB(C) +/- 1dB(C), 48VDC, pole mount included
2001AC[1]	AC operated motor control, 208 or 220/240VAC (specify voltage) NEMA 3R control cabinet, two 48VDC contactors and transformer/rectifier, 182 lbs. 53 kg
2001DC[1,2]	120VAC motor control, NEMA 4 control cabinet, four chargers, two 48VDC contactors and NEMA 3R battery cabinet. 224 lbs. 102 kg
Landline Option	
2001HR	Rotator holding relay for use with external timer

* 2001-130 Siren requires a Federal Controller such as FC or DFCB (See controller product literature)

[1] For use with Electro-mechanical sirens. Antenna and cable are not included with any radio activation control and must be purchased separately. (See your sales representative)

[2] Batteries not included.



FEDERAL SIGNAL
Safety and Security Systems

Advancing security and well being.

2645 Federal Signal Drive, University Park, IL 60484 708.534.4756 Fax: 708.534.4874 www.alertnotification.com

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LIMITED WARRANTY POLICY

Effective January 19, 2026

Federal Signal Corporation ("Federal Signal"), subject to the terms, conditions and exceptions contained herein, warrants each NEW product to be free from defects in material and workmanship, under normal and proper use, care, maintenance and required service only. Start of Warranty, Warranty periods and exceptions to the foregoing Limited Warranty are contained on the Schedule of Products included in this document and are subject to change at the sole discretion of Federal Signal.

SPECIFIC EXCLUSIONS AND EXCEPTIONS

This Limited Warranty does NOT apply nor is it extended to products that are not manufactured by Federal Signal. These products may be covered by a separate limited warranty provided by the particular manufacturer, and all claims and questions regarding the same are to be directed to the particular manufacturer. Goods sourced by Seller from a third party for resale to Buyer shall carry only the warranty extended by the original manufacturer.

Domes, lenses, lamps, and batteries installed on Federal Signal products are specifically excluded. Repair or replacement of any product(s) or part(s) under this warranty does NOT extend the term of this warranty, and such product(s) or part(s) shall remain covered by the unexpired portion of the warranty period or for ninety (90) days from the date of return to Federal Signal, whichever is later. This limited warranty applies ONLY to the initial or first installation of the product. This limited warranty shall not apply to products (1) that have been subjected to neglect, abuse, misuse, improper installation, inadequate maintenance, or damage due to improper use of cleaning or cleaning materials or chemicals, or non-compliance with Federal Signal's storage, installation, operation, maintenance or environmental requirements; (2) that have undergone any modification or repair not previously authorized by Federal Signal in writing, or service, repair or modification by or from any facility other than an authorized Federal Signal service center or technician, or that use non-authorized software or spare or replacement parts; or (3) that fail due to reasonable and normal use or wear and tear, or materials made, furnished, or specified by the Buyer or end user.

During the specific warranty periods set forth below, Federal Signal will, at its sole option, repair or replace the product(s) or particular part(s) that are found to be defective in either material or workmanship or, in its sole discretion, refund the purchase price for such product(s) or part(s), which are returned or delivered, transport or shipping prepaid by the Buyer or end user, to either Federal Signal or its designated and authorized warranty service center. This limited warranty does not cover travel expenses, the cost of specialized equipment for gaining access to the product(s) or part(s), or labor charges for removal and re-installation of the product.

No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties, to extend the term or duration of this warranty, or to assume any other liability on behalf of Federal Signal in connection with the sale, servicing, or repair of any product manufactured by the Federal Signal.

Federal Signal reserves the right to make design changes and improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.

The use in the product of any part other than parts approved by Federal Signal may invalidate this warranty. Federal Signal reserves the right to determine, in its sole discretion, if the use of non-approved parts invalidates this warranty.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND REGARDLESS OF ANY FAILURE OF ESSENTIAL PURPOSE. ALL OTHER WARRANTIES OF WHATSOEVER KIND AND NATURE, WHETHER EXISTING IN CONTRACT OR AT LAW, ARE HEREBY AND FOREVER DISCLAIMED. UNDER NO CIRCUMSTANCES WILL FEDERAL SIGNAL BE LIABLE OR RESPONSIBLE FOR SPECIAL, COMPENSATORY, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOST PROFITS, LOST SALES, OR LOSS OF USE OR LOSS OF BUSINESS OPPORTUNITY BY OR THROUGH THE USE OF THE PRODUCT. FEDERAL SIGNAL'S SOLE AND MAXIMUM LIABILITY WITH RESPECT TO THE PRODUCT, OTHER THAN ITS OBLIGATIONS SET FORTH ABOVE, SHALL BE THE TOTAL PURCHASE PRICE PAID FOR THE PRODUCT.

FEDERAL SIGNAL

LIMITED WARRANTY — SCHEDULE OF PRODUCTS

Federal Signal Corporation – Public Safety Systems Division (Police, Fire/EMS, Work Truck)

	Warranty Period for Parts replacement from the date of manufacture stamped on the product	Warranty period for Factory Labor from the date of delivery to the first user-purchaser
STANDARD WARRANTY COVERAGE		
AUDIBLE		
Speakers	2 years	1 year
Pathway™	5 years	5 years
Pathfinder®	5 years	5 years
LED PRODUCTS		
All LED (Light Emitting Diode) products unless otherwise noted	5 years	5 years
MicroPulse® LED lights (shipped prior to January 1, 2021)	3 years	3 years
MicroPulse® LED lights (shipped on or after January 1, 2021)	5 years	5 years
416300 Series (shipped prior to January 1, 2021)	3 years	3 years
416300 Series (shipped on or after January 1, 2021)	5 years	5 years
MB1 LED Message Board	3 years	3 years
Commander® Series Flex	3 years	3 years
4200S-A Perimeter Light	3 years	3 years
4200S/8200S SignalMaster™	3 years	3 years
SignalTech® Lights	3 years	3 years
ICON™ Series	3 years	3 years
Renegade LED	3 years	3 years
Firebolt LED Class 3	3 years	3 years
OTHER PRODUCTS		
Littlite® Map lights	5-year warranty on LED components Limited lifetime warranty on mechanical components	5-year warranty on LED components Limited lifetime warranty on mechanical components
Reverse Camera Systems	2 years	2 years
Stinger Spike Systems	5 years	5 years
DFC Series Push Bumper	3 years	3 years
FSLink® Programmer	1 year	1 year
Atkinson Dynamics® Intercoms	2 years	1 year
Switch Boxes SW200, SW300, SW400SS	3 years	3 years
Mounting Bar	3 years	3 years
Littlite Platform Series	3 years	3 years
Convergence Network Controllers & Relay Modules	3 years	3 years
FSDirect™ Control Module	5 years	5 years
Backup Alarms	3 years	3 years
Mounts, brackets, all other products not specifically listed below	3 years	3 years

NOTE: Domes, lenses, lamps, and batteries are NOT covered under warranty.

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LIMITED WARRANTY — SCHEDULE OF PRODUCTS

Federal Signal Corporation – Systems Division	
PRODUCT*	**WARRANTY PERIOD FOR PARTS REPLACEMENT AND FACTORY PERFORMANCE LABOR****
MECHANICAL SIRENS	
Mechanical Sirens	5 years parts and labor from date of delivery, return to factory for service
ELECTRONIC SIRENS	
MOD Series	2 years parts and labor from date of delivery, return to factory for service
DSA Series	
CONTROLLERS	
SS2000+	2 years parts and labor from date of delivery, return to factory for service
FC Series	
DC Series	
UltraVoice Series	
SPEAKERS	
Informers	1 year parts and labor from date of delivery, return to factory for service
IP Speakers	
100 W Speakers	
ECHO INTERCOMS	
ECHO Intercoms	5 years parts and labor from date of delivery, return to factory for service
OEM PRODUCTS	
PC Equipment	Federal Signal utilizes the original manufacturer's warranty
Field Devices	
Batteries	
UPS Systems	
PABX Systems	
Base Stations	
Solar Equipment	
PAGA	
PAGA	18 months from shipment or 12 months from commissioning system field acceptance whichever is sooner covering parts and labor, return to factory for service
SOFTWARE	
Commander®	For more information, click here to refer to the Commander End User License Agreement.
CommanderOne®	For more information, click here to refer to the CommanderOne End User License Agreement.

Federal Signal offers extended warranties and software maintenance agreements – contact Federal Signal for further information.
*Onsite services not included
** Domes, lenses, lamps and batteries installed on Federal Signal products are specifically excluded
When Federal Signal has provided a turnkey installation including optimization and/or commissioning services, Federal Signal will provide onsite warranty service during the first 60-days after completion of the installation.

FEDERAL SIGNAL

LIMITED WARRANTY — SCHEDULE OF PRODUCTS

Federal Signal Corporation – Signaling Division	
PRODUCT TYPE	**WARRANTY PERIOD FOR PARTS REPAIR OR REPLACEMENT**
VISUAL SIGNALS	
Battery Powered Lights	5 years parts and labor from date of delivery. Return to factory for service.
Incandescent Beacons	
LED Beacons	
Panel Mount Lights	
Status Indicators/Stack Lights	
Strobe Beacons	
AUDIBLE DEVICES	
Bells	5 years parts and labor from date of delivery. Return to factory for service.
Horns	
Intercoms (excludes Atkinson Dynamics®)	
Sirens (Model A, L, eSiren)	
Sounders	
Speakers	
MISCELLANEOUS	
Amplifiers	5 years parts and labor from date of delivery. Return to factory for service.
Audible/Visual Combination Signals	
Audible and Visual Accessories	
AudioMaster Products	
Audio Routers	
Extension Ringers	
Fire Alarms	
Initiating Devices	
Mounts and Brackets	
Power Supplies	
SelecTone® Tone Modules, Connector Kits, Controllers and Command Units	
ATKINSON® DYNAMICS	
Intercoms	2 years parts and labor from date of delivery. Return to factory for service.
Speakers	

FEDERAL SIGNAL

TERMS AND CONDITIONS OF SALE (Goods and Services)

Effective 2-20-2026

1. DEFINITIONS. In these Terms and Conditions of Sale, "Seller" means Federal Signal Corporation, including any division or subsidiary of Federal Signal Corporation; "Buyer" means the person or entity that placed the order or on whose behalf the order is placed; "Goods" means the goods identified in Seller's acknowledgment of Buyer's order; "Services" means the services identified in Seller's acknowledgment of Buyer's order; "Contract" means the written agreement (which shall include these Terms and Conditions) between Buyer and Seller for the supply of the Goods and/or provision of Services; and "Contract Price" means the price payable to Seller by Buyer for the Goods and/or Services.

2. ORDERS; CONTRACT. All orders must be in writing. Buyer understands and agrees that any order, upon Acceptance by Seller, shall be subject to these Terms and Conditions of Sale. Seller objects to and shall not be bound by any additional or different terms, whether printed or otherwise, in Buyer's order or in any other communication from Buyer to Seller, or any trade usage or course of dealing between Buyer and Seller, unless expressly agreed to in writing by Seller in Seller's acknowledgment of Buyer's order. If the details of the Goods or Services described in Seller's quotation differ from those set out in Seller's acknowledgment, the latter shall apply. Seller reserves the right to make minor modifications and/or improvements to the Goods before delivery provided that the performance of the Goods is not adversely affected and that neither the Contract Price nor the delivery date is affected.

3. EFFECTIVE DATE; CANCELLATION. The Contract shall become effective only upon the date of acceptance of Buyer's order by Seller's written acknowledgment or upon Seller's commencement of performance, whichever is first ("Acceptance"). Buyer may not cancel or change an order after Acceptance by Seller without the written consent of Seller. Notwithstanding the forgoing, Seller may, in its sole discretion, agree to a written request from Buyer for cancellation of an open order under the following conditions: Buyer shall be subject to cancellation charges equal to the greater of (i) 110% of the cost of work completed and/or custom materials purchased at the time the request is delivered, or (ii) a percentage of the canceled portion of the Contract calculated as follows:

10% - if cancelled more than 2 weeks from the Effective Date;
20% - if cancelled more than 4 weeks from the Effective Date;
40% - if cancelled more than 6 weeks from the Effective Date;
80% - if cancelled more than 8 weeks from the Effective Date.

Cancellation Schedule - Services:
If services are cancelled within 1 week of the scheduled mobilization date; 110% of unrecoverable out-of-pocket costs + 50% of scheduled services will be charged.
If services are cancelled within 2 days of the scheduled mobilization date; 110% of unrecoverable out-of-pocket costs + 100% of scheduled services will be charged.

Notwithstanding anything to the contrary herein, any service and/or commissioning line items that remain open and unperformed for a period of twenty-four (24) months or more from the Effective Date or Issuance of Buyer's Order, whichever is first shall be deemed automatically cancelled without further notice or action by either party. Upon such automatic cancellation, Buyer shall remain liable for all costs and charges incurred by Seller up to the date of cancellation, including but not limited to unrecoverable out-of-pocket costs, work completed, and custom materials purchased.

4. PRICE AND PAYMENT TERMS. Unless previously withdrawn, Seller's quotation is open for acceptance within the period stated therein or, when no period is so stated, within thirty days after its date of issuance to Buyer. Prices are subject to increase by Seller based on Seller's prices in effect at the time of shipment in all instances where the specified shipment date is more than 30 days from the date of the order from Buyer. Unless otherwise specified in the Contract or Seller's applicable price list, prices are FOB Seller's point of shipment, and the terms of payment are NET 30 days from the date of invoice. Amounts not paid when due shall bear interest for each day after the due date calculated at the annual rate of 18% or the highest rate permitted by law, whichever is less. Freight, packing and handling will be charged at Seller's standard rates, which are available upon request by Buyer. If the Contract is for more than one unit of Goods, the Goods may be shipped in a single lot or in several lots at the discretion of Seller. In such event, each such shipment shall be paid separately and Buyer shall be responsible for all transportation charges. Seller may require full or partial payment or payment guarantee in advance of shipment whenever, in its opinion, the financial condition of Buyer so warrants. Payment by credit card may be subject to a service charge. If Buyer requires Seller to submit invoices through an electronic portal or other third-party invoicing platform, Buyer shall pay Seller a fee of $150.00 per order.

5. TITLE; RISK OF LOSS. Title to, ownership of, and risk of loss or damage to the Goods shall pass to the Buyer, and Buyer shall be responsible for insurance of the Goods, upon delivery of the Goods to the carrier. Alternatively, if it is expressly stated in the Contract that Seller is to procure insurance for the Goods after delivery to the carrier, such insurance will be charged at the carrier's standard rates. "FOB" and any other delivery term used in the Contract shall be defined in accordance with the latest version of Incoterms. Buyer shall have sole responsibility for processing and collection of any claim of loss against the carrier.

6. TAXES. Prices do not include taxes. Buyer shall pay Seller, in addition to the price of the goods, any applicable excise, sales, use or other tax (however designated) imposed upon the sale, production, delivery or use of the Goods or Services ordered to the extent required or not forbidden by law to be collected by Seller from Buyer, whether or not so collected at the time of the sale, unless valid exemption certificates acceptable to the taxing authorities are furnished to Seller before the date of invoice.

7. DELIVERY; FORCE MAJEURE. Unless otherwise stated in Seller's quotation, all periods stated for delivery or completion run from the Effective Date and are to be treated as estimates only and are not guaranteed. If Seller is delayed in or prevented from performing any of its obligations under the Contract due to the acts or omissions of Buyer or its agents, the delivery/completion period and the Contract Price shall both be adjusted as necessary. If delivery is delayed due to any act or omission of Buyer, or if having been notified that the Goods are ready for shipment, Buyer fails to take delivery or provide adequate shipping instructions, Seller shall be entitled to place the Goods into storage at Buyer's expense. Upon placing the Goods into storage, delivery shall be deemed to be complete, risk in the Goods shall pass to Buyer and Buyer shall pay Seller accordingly. The Contract (other than Buyer's obligation to pay all sums due to Seller in accordance with the Contract) shall be suspended, without liability, in the event and to the extent that its performance is prevented or delayed due to any circumstance beyond the reasonable control of the party affected, including but not limited to: Act of God, war, armed conflict or terrorist attack, riot, fire, explosion, accident, flood, disease, health epidemic or pandemic, sabotage; governmental decisions or actions (including but not limited to prohibition of exports or re-exports or the failure to grant or the revocation of applicable export licenses), or labor trouble, strike, lockout or injunction. Seller shall have no obligation to deliver any hardware, software, services or technology unless and until it has received any necessary licenses or authorizations or has qualified for general licenses or license exceptions under applicable import, export control and sanctions laws, regulations, orders and requirements, as they may be amended from time to time (including without limitation those of the United States, the European Union and the jurisdiction in which Seller is established or from which the items are supplied). If for any reason any such licenses, authorizations or approvals are denied or revoked, or if there is a change in any such applicable laws, regulations, orders or requirements that would prohibit Seller from fulfilling the Contract, or would in the reasonable judgment of Seller otherwise expose Seller to a risk of liability under applicable laws, regulations, orders or requirements, Seller shall be relieved without liability of all obligations under the Contract.

   If either party is delayed or prevented from performance of its obligations by reason of this clause for more than 180 consecutive calendar days, either party may terminate the then unperformed portion of the Contract by notice in writing given to the other party, without liability provided that Buyer shall be obliged to pay the reasonable cost and expense of any work in progress and to pay for all Goods delivered and Services performed as at the date of termination. Seller may deliver by installments, and each delivery shall constitute a separate Contract. Failure by Seller to deliver any one or more of the installments in accordance with their terms shall not entitle Buyer to terminate the whole Contract or treat it as repudiated.

8. INSPECTION. Buyer shall inspect the goods immediately upon the receipt thereof. All claims for shortfalls in quantity or for incorrect delivery or for any alleged defect in Seller's performance under this Contract, capable of discovery upon reasonable inspection, must be fully set forth in writing and received by Seller within five days of Buyer's receipt of the Goods. Failure to make any such claim within said period shall constitute a waiver of such claim and an irrevocable acceptance of the Goods by Buyer.

9. DEDUCTIONS AND RETURNS. Buyer must contact the factory before returning any merchandise. Goods in new, unused and undamaged condition that are resalable as new products without modification or repackaging may be returned to Seller for credit only upon the Seller's prior written consent (such consent to be in the sole discretion of Seller) and upon terms specified by Seller, including prevailing restocking, freight, and handling charges. A Return Material Authorization (RMA) must be obtained before returning merchandise for credit. All returns are subject to inspection of merchandise and any defects in the units will be charged back to the Buyer at the cost of parts and labor. Credit deductions will not be honored unless covered by an RMA. Buyer assumes all risk of loss for such returned goods until actual receipt thereof by Seller. Agents of Seller are not authorized to accept returned goods or to grant allowances or adjustments with respect to Buyer's account.

10. LIMITED WARRANTY.
NOTICE: IF ANY GOODS, INCLUDING ANY COMPONENT PART OF ANY GOODS, OR SERVICES SOLD BY SELLER ARE ACCOMPANIED BY A SEPARATE MANUFACTURER'S WARRANTY COVERING SUCH GOODS OR SERVICES, THE TERMS OF SUCH WARRANTY, INCLUDING ALL LIMITATIONS OF SUCH WARRANTY, SHALL GOVERN THOSE GOODS OR SERVICES, AND ANY WARRANTY OF SELLER OTHERWISE APPLICABLE TO SUCH GOODS OR SERVICES SHALL NOT APPLY.

A. Goods. Subject to the foregoing, Seller's limited warranty for any new Goods which are the subject of any Seller's acknowledgment of Buyer's order may be found at www.fedsig.com/SSG-Warranty, or maybe obtained by writing to Federal Signal Corporation, 2645 Federal Signal Drive, University Park, IL 60484; by email to info@federalsignal.com; or by calling 708/534-3400.

B. Services Seller warrants that Services provided by Seller will be performed with all reasonable skill, care and diligence and in accordance with standard industry practice. Seller will correct defects in Services provided by Seller and reported to Seller within ninety days after completion of such Services. Services corrected in accordance with this Section shall be subject to the foregoing warranty for an additional ninety days from the date of completion of correction of such Services.

11. REMEDIES AND LIMITATIONS OF LIABILITY. The remedies contained the preceding paragraph constitute the sole recourse against Seller for breach of any of Seller's obligations under the Contract, whether of warranty or otherwise. In no event shall Seller be liable for consequential damages nor shall Seller's liability on any claim for any direct, incidental, consequential or special damages arising out of or connected with the Contract or the manufacture, sale, delivery or use of the Goods or Services exceed the purchase price of the Goods or Services. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment. It is expressly understood that any technical advice furnished by Seller with respect to the use of the Goods is given without charge, and Seller assumes no obligation or liability for the advice given, or results obtained, all such advice being given and accepted at Buyer's risk.

12. LIMITED INDEMNITY AGAINST INFRINGEMENT. Seller shall, at its own expense, defend any litigation resulting from sale of the Goods to the extent that such litigation alleges that the Goods or any part thereof infringes any United States patent, copyright, or trademark, provided that such claim does not arise from the use of the Goods in combination with equipment or devices not made by Seller or from modification of the Goods, and further provided that Buyer notifies Seller immediately upon its obtaining notice of such impending claim and cooperates fully with Seller in preparing a defense. If Buyer provides to Seller the authority, assistance, and information Seller needs to defend or settle such claim, Seller shall pay any final award of damages in such suit and any expense Buyer incurs at Seller's written request, but Seller shall not be liable for a settlement made without its prior written consent. If the Goods are held to be infringing and the use thereof is enjoined, Seller shall, at its option, either (i) procure for the Buyer the right to use the Goods, (ii) replace the Goods with others which do not constitute infringement, or (iii) remove the infringing Goods and refund the payment(s) made therefor by Buyer. The foregoing states the Buyer's sole remedy for, and Seller's entire liability and responsibility for, infringement of any patent, trademark, or copyright relating to the Goods provided hereunder. THIS LIMITED INDEMNITY IS IN LIEU OF ANY OTHER STATUTORY OR IMPLIED WARRANTY AGAINST INFRINGEMENT.

13. INTELLECTUAL PROPERTY RIGHTS. All drawings, data, designs, tooling, equipment, procedures, engineering changes, inventions, trade secrets, copyrights, mask works, source code, object code, patents, patent applications, know-how, computer and/or product software and all parts thereof, trademarks and all other information, technical or otherwise which was developed, made or supplied by or for Seller in the production of any Goods or Services sold hereunder will be and remain the sole property of Seller (or its licensors, if any). Buyer agrees not to reverse engineer any Goods purchased hereunder.

14. EXPORT REGULATIONS. Buyer agrees to comply fully with all laws and regulations concerning the export of goods from the United States, including, but not limited to Export Administration Rules ("EAR"), regulations of the Office of Foreign Asset Control ("OFAC"), International Traffic in Arms Regulations ("ITAR"), as well as Denial Order and Entry lists under EAR and Specially Designated Nationals and Blocked Persons list under OFAC regulations.

15. INSTALLATION. In those circumstances where Seller has agreed to install Goods for Buyer, the following provisions shall control:

A. Responsibility. Installation shall be by Buyer unless otherwise specifically agreed to in writing by Seller.

B. Receiving Product and Staging Location. Buyer is responsible to receive, store and protect all Goods intended for installation purposes, including, but not exclusively, siren equipment, poles, batteries, and installation materials. Materials received in cardboard containers must be protected from all forms of precipitation. Additionally, Buyer is to provide a staging area of an appropriate size for installation contractors to work from and to store equipment overnight.

C. Installation Methods & Materials. Installation is based on methods and specifications intended to meet applicable safety and installation codes and regulations. Design changes required by Buyer may result in additional charges.

D. Radio Frequency Interference. Seller is not responsible for RF transmission and reception affected by system interference beyond its control.

E. Installation Site Approval. Buyer must provide signed documentation to Seller, such as the "WARNING SITE SURVEY FORM" or a document with the equivalent information, that Seller is authorized to commence installation at the site designated by Buyer before Seller will commence installation. Once installation has started at an approved site, Buyer is responsible for all additional costs incurred by Seller for redeployment of resources if the work is stopped by Buyer or its agents, property owners, or as the result of any governmental authority or court order, or if it is determined that installation is not possible at the intended location, or the site is changed for any reason by the Buyer.

F. AC Power Hookup. Buyer is responsible to coordinate and pay for all costs to bring proper AC power to the electrical service disconnect installed adjacent to the controller cabinet, unless these services are quoted by Seller.

G. Permits & Easements. Seller will obtain and pay for electrical and right-of-way work permits as necessary for installations. Buyer is responsible for obtaining and payment of all other required easements, permits, or other fees required for installation, unless specifically quoted.

H. Soil Conditions Clause. In the event of poor site conditions including, but not limited to rock, cave-ins, high water levels, or inability of soil to provide stable installation to meet specifications, Seller will direct installation contractors to attempt pole installation for a maximum of 2 hours. Buyer approval will be sought when pole installation exceeds 2 hours and abandoned if Seller cannot obtain approval in a timely manner.

I. Contaminated Sites. Seller is not responsible for cleanup and restoration of any installation sites or installer equipment where contaminated soil is encountered. Seller will not knowingly approve installation at any site containing contaminates. Buyer must inform Seller when known or suspected soil contaminates exist at any intended installation site.

J. Site Cleanup. Basic installation site cleanup includes installation debris removal, general site cleanup, and general leveling of affected soil within 30' of the pole. Additional site restoration quotes are available.

K. Waste Disposal. Buyer is responsible for providing disposal of all packing materials including shipping skids and containers.

L. Work Hours. All installation quotes are based on the ability to work outdoors during daylight hours and indoors from 7 AM to 7 PM Monday through Saturday. Work restrictions or limitations imposed by Buyer or its agents may result in additional charges being assessed to Buyer for services.

M. Project Reporting. Installation & Service Progress Reports will be provided on a regular basis, normally every week during active installation, unless pre-arranged otherwise by mutual agreement.

N. Safety Requirements & Compliance. Seller requires that all subcontractors and their employees follow applicable laws and regulations pertaining to all work performed, equipment utilized and personal protective gear common to electrical and construction site work performed in the installation of Seller equipment. Additional safety compliance requirements by Buyer may result in additional charges assessed to Buyer for the time and expenses required to comply with the additional requirements.

16. ASSIGNMENT AND SUBCONTRACTING. Seller may assign its rights and obligations by giving Buyer written notice thereof but without being obligated to obtain Buyer's consent prior thereto. In the event of an assignment, Seller shall be discharged of any liability pursuant to those purchase orders which have been assigned or delegated. Customer may not assign its rights nor delegate its obligations under any or all of its purchase orders unless Seller's written consent is obtained prior thereto and any such assignment or delegation without such consent shall be void.

17. DEFAULT, INSOLVENCY AND CANCELLATION. Seller shall be entitled, without prejudice to any other rights it may have, to cancel the Contract immediately, in whole or in part, by notice in writing to Buyer, if (a) Buyer is in default of any of its obligations under the Contract and fails, within 20 (twenty) days of the date of Seller's notification in writing of the existence of the default, either to rectify such default if it is reasonably capable of being rectified within such period or, if the default is not reasonably capable of being rectified within such period, to take and diligently continue action to remedy the default or (b) on the occurrence of an Insolvency Event in relation to Buyer. "Insolvency Event" in relation to Buyer means any of the following: (i) a meeting of creditors of Buyer being held or an arrangement or composition with or for the benefit of its creditors being proposed by or in relation to Buyer; (ii) a receiver, administrator or similar person taking possession of or being appointed over or any distress, execution or other process being levied or enforced (and not being discharged within seven days) on the whole or a material part of the assets of Buyer; (iii) Buyer ceasing to carry on business or being unable to pay its debts; (iv) Buyer or its equity holders or the holder of a qualifying floating charge giving notice of their intention to appoint, or making an application to the court for the appointment of, an administrator; (v) a petition being presented (and not being discharged within 30 days) or a resolution being passed or an order being made for the administration or the winding-up, bankruptcy or dissolution of Buyer; or (vi) the happening in relation to Buyer of an event analogous to any of the above in any jurisdiction in which it is incorporated or resident or in which it carries on business or has assets. Seller shall be entitled to recover from Buyer or Buyer's representative all costs and damages incurred by Seller as a result of such default or cancellation, including all costs of collection and a reasonable allowance for overheads and profit (including but not limited to loss of prospective profits and overheads).

18. SEVERABILITY. If any term, clause or provision contained in the sales contract is declared or held invalid by a court of competent jurisdiction, such declaration or holding shall not affect the validity of any other term, clause or provision herein contained.

19. NO WAIVER. No waiver by either party with respect to any breach or default or of any right or remedy and no course of dealing or performance, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound.

20. NOTICES. All notices and claims in connection with the Contract must be in writing.

21. INTEGRATION. These terms and conditions supersede all other communications, negotiations and prior oral or written statements regarding the subject matter of these terms and conditions.

22. GOVERNING LAW AND LIMITATIONS. The formation and performance of the sales contract shall be governed by the laws of the State of Illinois. Venue for any proceeding initiated as the result of any dispute between the parties that arises under this Agreement shall be either the state or federal courts in Cook or DuPage County, Illinois. Whenever a term defined by the Uniform Commercial Code as adopted in Illinois is used in these standard terms, the definition contained in said Uniform Commercial Code is to control. Any action by the Buyer for breach of the sales contract or any covenant or warranty contained herein must be commenced within one year after the cause of action accrued.

23. U.N. CONVENTION. Pursuant to Article 6 of the United Nations Convention on Contracts for the International Sale of Goods (the "UN Convention"), the Parties agree that the UN Convention shall not apply to this Agreement.

STAFF REPORT **Meeting Date**: May 26, 2026

ROGERS CITY COUNCIL **Agenda Item**: 5.7

Subject: Approve Changes to Paid-on-Call Firefighter Job Description
Prepared By: Patrick Farrens, Fire Chief

Recommended Council Action
Approve change to paid-on-call firefighter job description.

Overview / Background / Analysis
Over the past two years of hiring, more and more individuals in High School have been applying and, in some cases, attending EMT or Firefighter training through the school district. This presents a unique opportunity for the RFD to potentially hire community members, and help prepare them for future employment and hopefully long careers with the Rogers Fire Department. Applicants would still be required to meet all other minimum requirements as listed in the job description to include being 18 years of age at time of hire. Changing this gives applicants six months from hire date to have either a GED or H.S. Diploma.

Staff Recommendation
Approve change to paid-on-call firefighter job description.

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

Budgeted? N/A

Supporting Documentation
A. RFD Paid-on-Call Firefighter Job Description 2026

JOB DESCRIPTION

Position Title: Paid-on-Call Firefighter
Department: Fire
Accountable to: Fire Chief and Station Officers
Positions Supervised: None

Position Summary:
Protects life and property by performing firefighting, emergency medical services, rescue, hazardous materials, and fire prevention duties. Participates in training and maintenance activities and provides public fire and safety education training.

SUPERVISION RECEIVED AND EXERCISED

Work is performed independently and under the direction of fire department officers.

Essential Functions:

- Responds to emergency incidents within their assigned district, meeting minimum participation requirements.
- Participates in fire prevention and safety education activities as assigned.
- Participates in departmental and other required training activities and meets minimum participation and competency verification requirements as required by the RFD handbook.
- Participates in station and apparatus maintenance activities as assigned.

MARGINAL FUNCTIONS

1. Performs other related duties as apparent or assigned.

Knowledge, Skills, and Abilities:

Communications: Must be able to quickly and accurately gather pertinent information and be able to communicate this information professionally and precisely to the proper recipient.

Decision Making: Must act in a decisive manner using good judgment. Must be able to effectively interpret the policies and objectives of the department.

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.

Professional Attitude: Must have a commitment to the organization, willingness to take initiative, dependability, maturity, and self-confidence. Must represent the organization to other agencies,

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staff, and citizens with a courteous, helpful, accurate, and business-like attitude in all contact. Must establish and maintain successful working relationships with those contacted during work.

Quality of Work: Demonstrates by personal example the highest standard of conduct and performance.

Technical Knowledge: Must have knowledge of modern fire suppression techniques, fire prevention, and emergency medical services principles, procedures, and equipment. Must have the ability to communicate verbally and in writing effectively.

Physical Abilities, Tools and Equipment Used: Must have knowledge of fire service tools and equipment. Requires good physical and sensory skills for exposure to potentially hazardous conditions at fires, accidents and on-site inspections. Must frequently lift and/or move up to 10 pounds and occasionally lift and/or move more than 100 pounds. Must be physically capable of completing the firefighter physical ability test on an ongoing basis.

Any combination of experience that would likely provide the required knowledge is qualifying. A typical way to obtain the knowledge and abilities would be:

Minimum Requirements:

- Graduation from high school or GED equivalent (within six months of hire date)
- Possess a valid State driver's license; no felony convictions or disqualifying criminal history within the past ten years; U.S. citizen.
- This position requires responding after hours, on weekends, and on holidays.
- Must be eighteen (18) years old or older at the time of hire and meet the RFD residence requirements set in the RFD handbook.
- Ability to read and write in the English language.

Certification or License:

A. Within two years, complete and pass the following:

- Certification as a Firefighter I and II
- Certification in Hazardous Material Operations or higher, meeting NFPA #472
- First responder or higher certification meeting Minnesota EMS Regulatory Board standards
- Certification as a Fire Apparatus Operator meeting NFPA #1002 standards
- Completion of assigned fire academy and orientation workbook
- National Incident Management System:
    - IS-100: Introduction to the Incident Command System (ICS)
    - IS-200: ICS for Single Resources and Initial Action Incidents
    - IS-700: Introduction to the National Incident Management System
    - IS-800: National Response Framework, An Introduction
- Completion of departmental onboarding handbook

Preferred Certifications:

- Advanced certification in firefighting, rescue, response to hazardous materials incidents, or emergency medical care.
- Associates Degree

WORKING CONDITIONS

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Environmental Conditions:

The position will require indoor office work, indoor and outdoor supervision of maintenance and training, and indoor and outdoor response to emergency incidents. Environmental conditions in response to emergencies will have varying climate conditions. The individual may be required to work after appropriate training and with proper equipment in environments that are immediately dangerous to life and health.

- The work environment described here represents those a firefighter may encounter while performing the job's essential functions.

- While wearing personal protective equipment, which weighs approximately twenty-five pounds, and self-contained breathing apparatus (SCBA), which weighs approximately twenty-five pounds, the firefighter may work in areas that may or may not be protected from the weather.

- The firefighter may work in extreme cold or high temperatures, which may cause marked bodily discomfort or reactions. The firefighter may encounter wet conditions and high humidity as well.

- The firefighter may have to perform rescue and/or lifesaving duties in and around static and moving water where the water depth may be greater than the height of the firefighter.

- The firefighter may have to perform emergency response functions in confined spaces.

- The firefighter may work in environments immediately dangerous to life and health.
  - The environment may include smoke or other toxic conditions, and the firefighter may be exposed to various physical hazards, including unsound structures, moving mechanical and electrical equipment, and working in elevated areas. The firefighter is at risk of exposure to high temperatures, low temperatures, radiant energy, toxic chemicals, radioactive materials, biological agents, and explosives.

- Frequently encounters noise and/or vibration exceeding 80 decibels (constant or intermittent).

Physical Conditions: (not an all-inclusive list, but the following are the minimum abilities required to maintain employment as a member of the RFD)

1. Lifting/Carrying:
   - Ground to Waist Level- 100 pounds.
     - Dragging/removing fire victims.
     - Advancing hose lines at fires.
     - Carrying fans, rescue tools, and foam containers.
   - Waist to Shoulder Level- 50 pounds.
     - Opening and closing hydrant valves.
     - Making hose connections.
     - Lifting/carrying ladders, hose bundles, and other equipment.
   - Above Shoulders- 35 pounds.
     - Placing ladders against buildings.

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- Pulling ladder halyard to extend ladders.
- Using an axe and other equipment to ventilate a structure during a fire.
- Lifting equipment onto fire apparatus.

2. Firm Grasp:
   - Carrying items of substantial weight, i.e., fans, rescue equip., foam containers.
     - Using axes or sledgehammers.
     - Using hydrant wrenches.
     - Dragging victims or hose lines.
     - Pulling ladder rope halyards or using rope to lift objects.

3. Simple Grasp:
   - Carrying items, i.e. ladders, hose bundles, hose rolls, and various equipment.

4. Reaching, Bending, Twisting:
   - Picking up and carrying ladders, hoses, and other fire and rescue equipment.
   - Raising ladders against a structure.
   - Opening hydrants.
   - Connecting hose lines.
   - Using axes, sledgehammers, and rescue tools.
   - Must be capable of reaching and extending the hands and/or arms in any direction.

5. Climbing and/or Balancing:
   - Ascending or descending ladders, stairs, scaffolds, and ramps, using feet and legs and/or hands and arms.
   - Must be able to balance and have the ability to steady oneself and keep from falling when walking, standing, crouching, or crawling on narrow, slippery, or erratically moving surfaces.
   - Must be capable of applying a leg lock with either leg upon a ground ladder to provide a safe anchor when operating hose lines or performing rescue work.

6. Crawling, Kneeling, Squatting:
   - Advancing hose lines in fire situations.
   - Searching for and removing fire victims.
   - Picking up and moving ladders, hoses, and other fire and rescue equipment from the ground.

7. Vision:
   - Normal vision, with or without correction, requires both near and far acuity, depth perception, field of vision, and focusing. Must be able to distinguish colors.

8. Hearing:
   - Normal hearing is needed; firefighters must be able to discriminate among similar sounds in environments with significant background noise.

9. Speech:
   - Must be able to communicate effectively to others in stressful conditions and while wearing a self-contained breathing apparatus (SCBA).

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10. Touching, Feeling, and Using Fingers:
    - Must be able to discriminate differences in items by feeling and manipulating items such as SCBA valves, apparatus controls, alarm panel controls, nozzle controls, and tie knots in ropes. Must be able to determine the difference between hot and cold.

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STAFF REPORT **Meeting Date**: May 26, 2026

ROGERS CITY COUNCIL **Agenda Item**: 5.8

Subject: Approve Grant Application for Replacement SCBA and Related Equipment
Prepared By: Patrick Farrens, Fire Chief

Recommended Council Action
Authorize Chief Farrens to work with a grant writer to apply for the 2026 FEMA Assistance to Firefighter Grant for Replacement SCBA Equipment

Overview / Background / Analysis
The Fire Department's current SCBA equipment is approaching the end of its recommended service life and replacement cycle under applicable National Fire Protection Association (NFPA) standards and manufacturer recommendations. SCBA equipment is critical life-safety equipment used by firefighters operating in Immediately Dangerous to Life and Health (IDLH) environments during fire suppression, rescue, hazardous materials incidents, and other emergency operations.

The FEMA Assistance to Firefighters Grant (AFG) program was established to help fire departments obtain critically needed equipment and improve firefighter safety and operational effectiveness. FEMA identifies firefighter health and safety as one of the highest national funding priorities within the AFG program. Replacement of obsolete or aging SCBA equipment is consistently one of the most competitive and frequently funded project categories nationally.

The department's SCBA equipment is nearing or exceeding the recognized 15-year replacement benchmark commonly associated with SCBA cylinders and lifecycle management practices. NFPA 1852, Standard on Selection, Care, and Maintenance of Open-Circuit Self-Contained Breathing Apparatus, establishes requirements for the care, maintenance, inspection, retirement, and replacement of SCBA equipment used by emergency responders operating in hazardous environments. In addition, Composite SCBA cylinders generally carry a maximum service life of 15 years from date of manufacture under U.S. Department of Transportation (DOT) requirements and manufacturer certifications. Cylinders require hydrostatic testing every five years during their service life. Aging SCBA systems become increasingly difficult and expensive to maintain due to parts availability, discontinued manufacturer support, software limitations, and evolving NFPA compliance standards.

One of the primary advantages of using the FEMA AFG program is the ability to significantly reduce the local financial burden of replacing costly life-safety equipment. Under current FEMA AFG guidelines, communities serving populations between 20,000 and 1 million residents are generally required to provide a 10% local cost share, while

communities serving fewer than 20,000 residents are generally required to provide only a 5% local cost share. Without grant funding, the full replacement cost would otherwise need to be funded through local levy dollars, capital borrowing, or future tax increases. Successfully obtaining AFG funding would reduce the direct impact on local taxpayers, preserve capital improvement and equipment replacement reserves, reduce pressure on future levy increases, allow the City to leverage federal funding for critical firefighter safety equipment, and improve long-term budget stability for public safety operations.

Grant awards are not guaranteed, and the application process is extremely competitive nationwide. Thousands of departments apply annually for this funding, and award rates range from 15 - 25% of applicants, according to the FEMA website. Departments that clearly demonstrate operational need, safety deficiencies, financial impact, and alignment with FEMA funding priorities are generally more competitive in the selection process. Projects are evaluated using a peer-review scoring process that heavily emphasizes a demonstrated firefighter safety impact, age and condition of existing equipment, compliance with NFPA standards, financial need, call volume and operational risk, regional or community impact, and overall quality and completeness of the application narrative.

Due to the highly competitive nature of the AFG program, staff recommends partnering with a professional grant writing firm experienced specifically in FEMA fire service grants. Professional grant consultants specializing in AFG programs maintain familiarity with FEMA priorities, scoring trends, and successful application strategies that can significantly strengthen the City's competitiveness during the National Review process. While the use of a consultant does not guarantee award selection, many departments utilize experienced grant writers to improve overall application quality and maximize the likelihood of funding success. Benefits of utilizing a grant writing consultant include, development of a stronger and more competitive narrative aligned with FEMA scoring criteria, assistance with technical compliance requirements and documentation, identification of project elements most likely to receive funding consideration; improved articulation of operational risk, financial need, and firefighter safety impacts; assistance with budget development and FEMA procurement requirements; reduction in administrative workload placed on department staff; and increased likelihood of submitting a complete, compliant, and highly competitive application.

Throughout much of the past year, FEMA and related federal grant programs experienced operational delays and uncertainty regarding program availability and application timelines. As a result, it remained unclear whether the AFG application portal would open during the current funding cycle and, if so, when applications would be accepted. Given this uncertainty, Chief Farrens proactively explored alternative and creative purchasing strategies to ensure the City of Rogers and its residents received the greatest possible value should immediate replacement become necessary. As part of these efforts, the department coordinated with neighboring fire departments to participate in a regional cooperative purchasing opportunity. Through this collaborative process, Chief Farrens secured competitive pricing from multiple vendors, resulting in significant cost-saving opportunities for the City. Under the currently recommended

vendor proposal, the cooperative purchasing arrangement provides a reduction of more than 7% in the cost per SCBA unit, a buy-one-get-one-free cylinder offer, reduced pricing on associated SCBA components and accessories, and additional cost efficiencies through regional volume purchasing. The current pricing proposal is valid through May 31. Should the Council determine that it is in the City's best interest to proceed with a direct purchase rather than await the outcome of the FEMA grant cycle, staff believes the City is well-positioned to secure exceptionally favorable pricing through this cooperative effort. If the City does not move forward with the purchase during the current pricing window, the department anticipates replacement costs could increase approximately 12% to 15% above the current quoted amount of approximately $430,000. These projected increases are attributable to the loss of cooperative purchasing discounts, expiration of the buy-one-get-one cylinder promotion, anticipated manufacturer price increases, and potential future supply chain and equipment cost escalation. The neighboring departments participating in the cooperative purchasing process would not experience any negative impacts if Rogers chooses not to proceed with the purchase this year. However, due to the extended timelines for FEMA application review and award processes, combined with the department's current age and condition of its SCBA equipment, staff do not believe the department can reasonably defer replacement beyond the current grant cycle. If the City is unsuccessful in receiving FEMA funding during the 2026 application period, the department may not be able to safely or operationally delay replacement long enough to pursue a second application opportunity in 2027.

Replacement of the department's SCBA equipment is an important firefighter safety initiative necessary to maintain reliable respiratory protection equipment that complies with current standards and operational expectations. Authorization to pursue the 2026 FEMA Assistance to Firefighters Grant program represents a fiscally responsible opportunity to seek substantial federal funding assistance while minimizing the financial impact on local taxpayers.

Despite being unable to know if grant funding will be secured, staff and the Public Safety Task Force (Brockman, Eiden) recommend approval authorizing the Fire Chief to proceed with submission of the FEMA AFG application and associated grant preparation activities.

Staff Recommendation

Approve authorization for the Fire Chief to submit an application to the 2026 Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant (AFG) Program for the replacement of the department's Self-Contained Breathing Apparatus (SCBA), cylinders, facepieces, and associated equipment, and authorize the required local matching funds should the grant be awarded.

Financial Impact: Unknown **Source Fund**: Fund 400

Budgeted? Yes

Supporting Documentation
None

STAFF REPORT **Meeting Date**: May 26, 2026

ROGERS CITY COUNCIL **Agenda Item**: 5.9

Subject: Approve the Purchase of Building Official Vehicle
Prepared By: Patrick Farrens, Fire Chief

Recommended Council Action
Move to approve early purchase of building official vehicle, moving up CEP from 2027 to 2026.

Overview / Background / Analysis
Staff is requesting approval to advance the scheduled replacement/purchase of the Building Official vehicle by one fiscal year due to increased operational demands, escalating maintenance costs, and staffing changes within the department. The department recently added an intern position to support inspection workloads and improve response times for residents, contractors, and development projects. This staffing increase has significantly expanded the daily field inspection schedule, resulting in better service to residents and permit holders, while increasing overall vehicle usage beyond prior projections. As a result, the current fleet allocation is no longer sufficient to support operational needs. In addition, the existing inspection vehicles are experiencing continual maintenance issues, resulting in increased repair expenditures, downtime, and reduced reliability. These recurring maintenance needs have created scheduling disruptions and decreased efficiency for inspection staff performing required field duties throughout the community. Due to limited fleet availability and concerns about vehicle reliability, staff members have at times been required to use their personal vehicles to complete inspections and other official duties. This practice is not sustainable for long-term operations and raises concerns about liability at active job sites, employee reimbursement costs, and consistency in service delivery. The pickup will be purchased off a state bid and is available for immediate delivery.

Staff Recommendation
Approve early purchase of building official vehicle, moving up CEP from 2027 to 2026.

Financial Impact: NTE 2026 CEP Request **Source Fund**: 400

Budgeted? Yes

Supporting Documentation
A. Rogers Fire 2026 LT Crew

NORTH COUNTRY GM
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ROGERS FIRE DEPT

Prepared For: PAT FARRENS

Vehicle: [Retail] 2026 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" LT w/1LT



NORTH COUNTRY GM
BOB OHARA | 218-349-8955 | rwohara01@aol.com

Vehicle: [Retail] 2026 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" LT w/1LT (✓ Complete)

Quote Worksheet

	MSRP
Base Price	$53,700.00
Dest Charge	$2,795.00
Total Options	$3,425.00
Subtotal	**$59,920.00**
BID ASSIST	($5,900.00)
	$0.00
Subtotal Pre-Tax Adjustments	**($5,900.00)**
Less Customer Discount	($5,090.00)
Subtotal Discount	**($5,090.00)**
Trade-In	$0.00
Subtotal Trade-In	**$0.00**
Taxable Price	**$48,930.00**
Sales Tax	$0.00
Subtotal Taxes	**$0.00**
Subtotal Post-Tax Adjustments	**$0.00**
Total Sales Price	**$48,930.00**

Dealer Signature / Date

Customer Signature / Date

Selected Model and Options

MODEL

CODE	MODEL	MSRP
CK10543	2026 Chevrolet Silverado 1500 4WD Crew Cab 147" LT w/1LT	$53,700.00

COLORS

CODE	DESCRIPTION
GBA	Black

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Data Version: 28485. Data Updated: May 15, 2026 1:57:00 AM UTC.

Vehicle: [Retail] 2026 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" LT w/1LT (✓ Complete)

EMISSIONS

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
NE1	Emissions, Colorado, Connecticut, Delaware, Maine, Maryland, Massachusetts, Minnesota, Nevada, New Jersey, New Mexico, New York, Oregon, Pennsylvania, Rhode Island, Vermont and Washington state requirements	0.00 lbs	0.00 lbs	$0.00

ENGINE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
L84	Engine, 5.3L EcoTec3 V8 (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm); featuring available Dynamic Fuel Management that enables the engine to operate in 17 different patterns between 2 and 8 cylinders, depending on demand, to optimize power delivery and efficiency	0.00 lbs	0.00 lbs	$1,595.00

TRANSMISSION

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
MHT	Transmission, 10-speed automatic, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (Included and only available with (L84) 5.3L EcoTec3 V8 engine and (AZ3) bench seat.)	0.00 lbs	0.00 lbs	Inc.

GVWR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
C5Y	GVWR, 7100 lbs. (3221 kg) (Requires Crew Cab 4WD model with (L84) 5.3L EcoTec3 V8 engine without (NHT) Max Trailering Package.)	0.00 lbs	0.00 lbs	Inc.

AXLE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
GU5	Rear axle, 3.23 ratio (Included and only available with (L84) 5.3L EcoTec3 V8 engine or (LZ0) Duramax 3.0L Turbo-Diesel I6 engine.)	0.00 lbs	0.00 lbs	Inc.

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PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
1LT	LT Preferred Equipment Group includes standard equipment	0.00 lbs	0.00 lbs	$0.00

WHEELS

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
RCV	Wheels, 18" x 8.5" (45.7 cm x 21.6 cm) Bright Silver painted aluminum (Included with (Z71) Off-Road Package or (PDZ) Z71 Off -Road and Protection Package.)	0.00 lbs	0.00 lbs	Inc.

TIRES

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
XCK	Tires, 265/65R18SL all-terrain, blackwall	0.00 lbs	0.00 lbs	Inc.

SPARE TIRE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
XCQ	Tire, spare 265/70R17SL all-season, blackwall (Included and only available with (QDV) 265/70R17 all-terrain blackwall tires, (QDF) 265/65R18SL all-season blackwall tires, (QDS) 265/65R18SL all-terrain white outline letter tires, (XCK) 265/65R18SL all-terrain blackwall tires or (R3O) LT275/65R18 Goodyear Wrangler Territory tires.)	0.00 lbs	0.00 lbs	Inc.

PAINT

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
GBA	Black	0.00 lbs	0.00 lbs	$0.00

SEAT TYPE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
AZ3	Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)	0.00 lbs	0.00 lbs	$0.00

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SEAT TRIM

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
H0U	Jet Black, Cloth seat trim	0.00 lbs	0.00 lbs	$0.00

RADIO

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
IOK	Audio system, Chevrolet Infotainment 3 Premium system with Google built-in compatibility (select service plan required, terms and limitations apply) including navigation capability, 13.4" diagonal HD color touchscreen, includes multi-touch display, AM/FM stereo, Bluetooth streaming audio for music and most phones; featuring Wireless Apple CarPlay and Wireless Android Auto capability for compatible phones, advanced voice recognition, in-vehicle apps, personalized profiles for infotainment and vehicle settings (STD)	0.00 lbs	0.00 lbs	$0.00

OPTION DISCOUNT

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
___	Option/package discount (Requires (L3B) TurboMax engine, (PDD) All Star Edition Plus, (PDP) Texas Edition Plus or (PDZ) Z71 Off-Road and Protection Package.) *DISCOUNT*	0.00 lbs	0.00 lbs	($500.00)

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ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
B59	Remote Start Package includes (BTV) Remote Start, (UTJ) Theft-deterrent system and (C49) rear-window defogger (Standard on 1LT. Included with (PCL) Convenience Package. Available as a free flow when (RG4) Fleet LT Base Content Package Delete is ordered.)	0.00 lbs	0.00 lbs	$0.00
PDZ	Z71 Off-Road and Protection Package includes (Z71) Z71 Off-Road suspension, (JHD) Hill Descent Control, (NZZ) skid plates, (K47) heavy-duty air filter and Z71 hard badge (Requires 4WD model, AT tires and either (L84) 5.3L EcoTec3 V8 engine or (LZ0) Duramax 3.0L Turbo-Diesel I6 engine. Includes (WPQ) Protection Package and (AAK) All-weather Z71 floor liners, LPO. Not available with (NHT) Max Trailering Package.) *GROSS*	0.00 lbs	0.00 lbs	$2,230.00
WPQ	Protection Package includes (B1J) wheel house liners and (CGN) Chevytec spray-on bedliner (Requires (RIA) or (AAK) floor liners. Included with (PDZ) Z71 Off-Road and Protection Package.)	0.00 lbs	0.00 lbs	Inc.
Z71	Z71 Off-Road Package includes (Z71) Off-Road suspension, (JHD) Hill Descent Control, (NZZ) skid plates and (K47) heavy-duty air filter (Requires 4WD model. Includes Z71 hard badge, (N10) dual exhaust, (RCV) 18" bright silver painted wheels, (XCK) 265/65R18 all-terrain, blackwall tires and (NQH) 2-speed transfer case. Included with (PDZ) Z71 Off-Road and Protection Package. Upgradeable to (QDS) 265/65R18 all-terrain, white outlined letter tires, (R3O) LT275/65R18 Goodyear Wrangler Territory tires (Fleet only) or (NZN) 20" aluminum wheels with Grazen painted pockets and (QAE) 275/60R20 all-terrain, blackwall tires. Not available with (NHT) Max Trailering Package, (L3B) TurboMax engine or 22" wheels.)	0.00 lbs	0.00 lbs	Inc.

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ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
JHD	Hill Descent Control (Included and only available with (Z71) Z71 Off-Road Package.)	0.00 lbs	0.00 lbs	Inc.
K05	Engine block heater (Included with (LZ0) Duramax 3.0L Turbo-Diesel I6 engine.)	0.00 lbs	0.00 lbs	$100.00
K47	Air filter, heavy-duty (Included and only available with (BAQ) Work Truck Package, (Z71) Z71 Off-Road Package or (VYU) Snow Plow Prep Package.)	0.00 lbs	0.00 lbs	Inc.
KC4	Cooling, external engine oil cooler (Included and only available with V8 engines.)	0.00 lbs	0.00 lbs	Inc.
KNP	Cooling, auxiliary external transmission oil cooler (Included and only available with V8 engines.)	0.00 lbs	0.00 lbs	Inc.
KW7	Alternator, 170 amps (Included and only available with (L84) 5.3L EcoTec3 V8 engine. Not available with (NHT) Max Trailering Package, (VYU) Snow Plow Prep Package, (LZ0) Duramax 3.0L Turbo-Diesel I6 engine or (L3B) TurboMax engine.)	0.00 lbs	0.00 lbs	$0.00
N10	Exhaust, dual with polished outlets (Included and only available with (Z71) Z71 Off-Road Package.)	0.00 lbs	0.00 lbs	Inc.
NQH	Transfer case, two-speed electronic Autotrac with push button control (4WD models only) (Included and only available with (Z71) Z71 Off-Road Package.)	0.00 lbs	0.00 lbs	Inc.
NZZ	Skid Plates (Included and only available with (BAQ) Work Truck Package, (Z71) Z71 Off-Road Package or (VYU) Snow Plow Prep Package.)	0.00 lbs	0.00 lbs	Inc.

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
B1J	Wheelhouse liners, rear (Included and only available with (WPQ) Protection Package.)	0.00 lbs	0.00 lbs	Inc.
CGN	Chevytec spray-on bedliner, Black (does not include spray-on liner on tailgate due to Black composite inner panel) (Included and only available with (WPQ) Protection Package. Double Cab and Crew Cab models are available with Ship Thru codes (VCO), (VDJ), (VDT), (VYC) or (VYS). Crew Cab models are available with Ship Thru codes (VI1), (TW3), (A6T), (VKZ), (VUH), (WEZ) or (TFA).)	0.00 lbs	0.00 lbs	Inc.
VK3	License plate kit, front (will be shipped to orders with ship-to states that require front license plate)	0.00 lbs	0.00 lbs	$0.00

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ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
BTV	Remote vehicle starter system (Standard on 1LT. Included with (B59) Remote Start Package.	0.00 lbs	0.00 lbs	Inc.
C49	Defogger, rear-window electric (Standard on 1LT. Available as a free flow with (RG4) Fleet LT Base Content Package Delete. Included with (B59) Remote Start Package.)	0.00 lbs	0.00 lbs	Inc.
UTJ	Theft-deterrent system, unauthorized entry (Standard on 1LT. Included with (B59) Remote Start Package.	0.00 lbs	0.00 lbs	Inc.

ADDITIONAL EQUIPMENT - LPO

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
AAK	LPO, All-weather floor liners, 1st and 2nd rows (includes Z71 logo on front mats), (Requires (Z71) Z71 Off-Road Package. Included with (PDZ) Z71 Off-Road and Protection Package. Not available with (BG9) rubberized vinyl flooring or (RIA) All-weather floor liners, LPO.)	0.00 lbs	0.00 lbs	Inc.
	Options Total	**0.00 lbs**	**0.00 lbs**	**$3,425.00**

Price Summary

PRICE SUMMARY

	MSRP
Base Price	$53,700.00
Total Options	$3,425.00
Vehicle Subtotal	$57,125.00
Destination Charge	$2,795.00
Grand Total	**$59,920.00**

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Standard Equipment

Package	
	Trailering Package includes trailer hitch, 7-pin and 4-pin connectors and (CTT) Hitch Guidance
	Chevy Safety Assist includes (UHY) Automatic Emergency Braking, (UKJ) Front Pedestrian Braking, (UHX) Lane Keep Assist with Lane Departure Warning, (UE4) Following Distance Indicator, (UEU) Forward Collision Alert and (TQ5) IntelliBeam
	All Star Edition (Deleted when (RG4) Fleet LT Base Content Package Delete is ordered. Dealers in the following states may order (TUF) Texas Edition badging: Arkansas, Louisiana, New Mexico, Oklahoma and Texas.)
	Convenience Package includes (CJ2) dual-zone automatic climate control, (A2X) 10-way power driver seat including power lumbar, (KA1) heated driver and passenger seats, (N57) wrapped steering wheel, (KI3) heated steering wheel, (KI4) 120-volt power outlet, (KC9) 120-volt bed-mounted power outlet, (UBI) 2 charge-only USB ports for second row, (C49) rear-window defogger, (AVJ) Keyless Open and Start, (BTV) Remote Start, (UTJ) content theft alarm, (N37) Steering column, manual tilt and telescoping and (UF2) LED Cargo Area Lighting (Upgradeable to (A50) bucket seats and includes (D07) center console. Some content is deleted when (RG4) Fleet LT Base Content Package Delete is ordered. The deleted content is as follows; (CJ2) Air conditioning, (A2X) Seat adjuster, (KA1) Seating, heated driver and front outboard passenger, (KI3) Steering wheel, heated, (N37) Steering column, manual tilt and telescoping, and (UF2) LED Cargo Area Lighting.)
Mechanical	
	Durabed, pickup bed
	Engine, TurboMax (310 hp [231 kW] @ 5600 rpm, 430 lb-ft of torque [583 Nm] @ 3000 rpm) (STD) (Not available with (Z71) Z71 Off-Road Package.)
	Transmission, 8-speed automatic, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (STD) (Included and only available with (L3B) TurboMax engine. Requires (AZ3) front 40/20/40 split-bench seats.)
	Rear axle, 3.42 ratio (Included with (L3B) TurboMax engine or (L84) 5.3L EcoTec3 V8 engine and (NHT) Max Trailering Package.)
	GVWR, 7000 lbs. (3175 kg) (STD) (Requires Crew Cab or Double Cab 4WD model and (L3B) TurboMax engine.)
	Push Button Start
	Automatic Stop/Start
	Transfer case, single speed electronic Autotrac with push button control (4WD models only)
	Auto-locking rear differential
	Four wheel drive
	Battery, heavy-duty 730 cold-cranking amps/80 Amp-hr, maintenance-free with rundown protection and retained accessory power
	Alternator, 220 amps (Included and only available with (L3B) TurboMax engine, (LZ0) Duramax 3.0L Turbo-Diesel I6 engine, (VYU) Snow Plow Prep Package or (NHT) Max Trailering Package.)
	Trailer brake controller, integrated

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Mechanical	
	Recovery hooks, front, frame-mounted, Black (Included with 4WD models only.)
	Frame, fully-boxed, hydroformed front section
	Suspension Package, Standard
	Steering, Electric Power Steering (EPS) assist, rack-and-pinion
	Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors
	Brake lining wear indicator
	Capless Fuel Fill
	Exhaust, single outlet
Exterior	
	Wheels, 17" x 8" (43.2 cm x 20.3 cm) Bright Silver painted aluminum (STD)
	Tires, 255/70R17 all-season, blackwall (STD)
	Tire, spare 255/70R17 all-season, blackwall (STD) (Included with (QBN) 255/70R17 all-season, blackwall tires.)
	Wheel, 17" x 8" (43.2 cm x 20.3 cm) full-size, steel spare (Standard on models built after November 25, 2024. Not available with CC10543 model when ordered with (L84) 5.3L EcoTec3 V8 engine unless also ordered with (NHT) Max Trailering Package.)
	Tire carrier lock, keyed cylinder lock that utilizes same key as ignition and door
	Bumper, front chrome
	Bumper, rear chrome
	CornerStep, rear bumper
	Cargo tie downs (12), fixed rated at 500 lbs per corner
	Headlamps, LED reflector with LED signature Daytime Running Lamps and Amber tracer animation
	IntelliBeam, automatic high beam on/off
	Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel (incandescent on Regular Cab models, LED on Crew Cab and Double Cab models)
	LED Cargo Area Lighting located in pickup bed, activated with switch on center switch bank or key fob (Deleted when (RG4) Fleet LT Base Content Package Delete is ordered.)
	Taillamps with incandescent tail, stop and reverse lights
	Mirrors, outside heated power-adjustable (When (PQB) Safety Package is ordered, includes (U12) Perimeter Lighting.)
	Mirror caps, chrome (Not available with (DPO) trailering mirrors.)
	Glass, deep-tinted
	Door handles, body-color

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Exterior	
	Tailgate and bed rail protection cap, top
	Tailgate, standard
	Tailgate, gate function manual with EZ Lift includes power lock and release
Entertainment	
	Audio system, Chevrolet Infotainment 3 Premium system with Google built-in compatibility (select service plan required, terms and limitations apply) including navigation capability, 13.4" diagonal HD color touchscreen, includes multi-touch display, AM/FM stereo, Bluetooth streaming audio for music and most phones; featuring Wireless Apple CarPlay and Wireless Android Auto capability for compatible phones, advanced voice recognition, in-vehicle apps, personalized profiles for infotainment and vehicle settings (STD)
	SiriusXM Trial Subscription
	SiriusXM with 360L Trial Subscription. SiriusXM with 360L transforms your customers' ride with our most extensive and personalized radio experience on the road. (IMPORTANT: The SiriusXM trial subscription is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. Trial subscription is subject to the SiriusXM Customer Agreement and privacy policy, visit siriusxm.com which includes full terms and how to cancel. All fees, content, features, and availability are subject to change. Some features require GM connected vehicle services.)
	Audio system feature, 6-speaker system
	Wireless phone projection for Apple CarPlay and Android Auto
	Bluetooth for phone, connectivity to vehicle infotainment system
	Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)
Interior	
	Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)
	Remote Start Package includes (BTV) Remote Start, (UTJ) content theft alarm and (C49) rear-window defogger (Included with (PCL) Convenience Package. Available as a free flow when (RG4) Fleet LT Base Content Package Delete is ordered.)
	Seat trim, Cloth
	Seat adjuster, driver 10-way power including lumbar (Deleted when (RG4) Fleet LT Base Content Package Delete is ordered.)
	Seat adjuster, passenger 4-way manual
	Seating, heated driver and front outboard passenger (Deleted when (RG4) Fleet LT Base Content Package Delete is ordered.)
	Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor)
	Floor covering, color-keyed carpeting
	Floor mats, rubberized vinyl, front (Deleted when LPO floor liners are ordered.)
	Floor mats, rubberized-vinyl rear (Deleted when LPO floor liners are ordered.)

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Interior	
	Steering wheel, wrapped
	Steering wheel, heated (Deleted when (RG4) Fleet LT Base Content Package Delete is ordered.)
	Steering wheel audio controls
	Steering column, manual tilt and telescoping (Deleted when (RG4) Fleet LT Base Content Package Delete is ordered.)
	Steering column lock, electrical
	Driver Information Center, enhanced, 12.3" diagonal reconfigurable multicolor digital display
	Exterior Temperature Display located in radio display
	Compass located in instrument cluster
	Window, power front, drivers express up/down
	Window, power front, passenger express down
	Windows, power rear, express down
	Door locks, power
	Remote vehicle starter system
	Keyless Open and Start
	Cruise control, electronic with set and resume speed, steering wheel-mounted
	Theft-deterrent system, unauthorized entry
	Power outlet, interior power outlet, 120-volt (400 watts shared with (KC9) bed mounted power outlet)
	USB Ports, 2, Charge/Data ports located on instrument panel
	USB ports, rear, dual, charge-only
	Power outlet, bed mounted, 120-volt (400 watts shared with (KI4) interior power outlet)
	Air conditioning, dual-zone automatic climate control (Deleted when (RG4) Fleet LT Base Content Package Delete is ordered and replaced with (C67) single-zone manual air conditioning.)
	Air vents, rear, heating/cooling
	Defogger, rear-window electric
	Mirror, inside rearview, manual tilt
	Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted
Safety-Mechanical	
	Automatic Emergency Braking
	Front Pedestrian Braking

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Vehicle: [Retail] 2026 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" LT w/1LT (✔ Complete)

Safety-Mechanical	
	StabiliTrak, stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist
Safety-Exterior	
	Daytime Running Lamps with automatic exterior lamp control
Safety-Interior	
	Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
	OnStar services capable (See onstar.com for details and limitations. Services vary by model. Service plan required.)
	OnStar Basics (OnStar Fleet Basics for Fleet) Drive confidently with core OnStar services including remote commands, built-in voice assistance, real-time traffic and navigation, and Automatic Crash Response to help if you're in need. (Requires (UE1) OnStar. OnStar Basics includes remote commands, Navigation, Voice Assistance, and Automatic Crash Response, for eligible vehicles with compatible software. OnStar Basics is standard for 8 years; OnStar plan, working electrical system, cell reception and GPS signal required. OnStar links to emergency services. Service coverage varies with conditions and location. Service availability, features and functionality vary by device and software version. See onstar.com for details and limitations.)
	HD Rear Vision Camera
	Hitch Guidance dynamic single line to aid in trailer alignment for hitching
	Lane Keep Assist with Lane Departure Warning
	Following Distance Indicator
	Forward Collision Alert
	Rear Seat Reminder
	Rear Seat Belt Indicator
	Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver
	Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings menu
	Tire Pressure Monitoring System, auto learn includes Tire Fill Alert (does not apply to spare tire)

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Vehicle: [Retail] 2026 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" LT w/1LT (✓ Complete)

WARRANTY

Warranty Note: <<< Preliminary 2026 Warranty >>>
Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Drivetrain Note: Silverado TurboMax^{TM} engines, 3.0L & 6.6L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
Corrosion Years (Rust-Through): 6
Corrosion Years: 3
Corrosion Miles/km (Rust-Through): 100,000
Corrosion Miles/km: 36,000
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000
Roadside Assistance Note: Silverado TurboMax^{TM} engines, 3.0L & 6.6L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
Maintenance Note: First Visit: 12 Months/12,000 Miles

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Data Version: 28485. Data Updated: May 15, 2026 1:57:00 AM UTC.

STAFF REPORT **Meeting Date**: May 26, 2026

ROGERS CITY COUNCIL **Agenda Item**: 5.10

Subject: Approve Revised Internal Engineering Fees for City Hall and Police Department Civic Campus, City Project No. 2202 and Rogers Activity Center Expansion, City Project No. 2406

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

Recommended Council Action

Motion to Approve Revised Internal Engineering Fees for City Hall and Police Department Civic Campus, City Project No. 2202 and Rogers Activity Center Expansion, City Project No. 2406

Overview / Background / Analysis

The city normally charges an internal engineering fee on city public improvements. For projects that are city led, designed and inspected, the fee is 10% of the total project cost. For city assisted projects where there is a consultant and a construction manager, the fee is normally 3% of the total project cost.

For the City Hall and Police Department Civic Campus and the Rogers Activity Center (RAC) Expansion, both of which are large scale, one-time facility projects, Finance and Public Works agreed that the fee should be 0.5% of the total project cost as follows:

Campus - $43,000,000X0.5%=$215,000
RAC Expansion - $18,000,000X0.5%=$90,000

If the traditional engineering fees were applied to these projects, the total engineering fees for both projects would have been $1,830,000, which is twice the entire Engineering Budget.

Staff Recommendation

Motion to Approve Revised Internal Engineering Fees for City Hall and Police Department Civic Campus, City Project No. 2202 and Rogers Activity Center Expansion, City Project No. 2406

Financial Impact: $305,000 **Source Fund**: N/A

Budgeted? No

Supporting Documentation

None

STAFF REPORT **Meeting Date**: May 26, 2026

ROGERS CITY COUNCIL **Agenda Item**: 5.11

Subject: Approve Resolution No. 2026-54, A Resolution Approving the Application to Fill Wetlands to Facilitate Rogers Drive Industrial Project
Prepared By: Mike Albers, Assistant City Engineer

Recommended Council Action
Motion to Approve Resolution No. 2026-54, A Resolution Approving the Application to Fill Wetlands to Facilitate Rogers Drive Industrial Project

Overview / Background / Analysis
The City of Rogers is the Local Government Unit (LGU) responsible for the implementation of the Minnesota Wetland Conservation Act (WCA) Rules (Chapter 8420) within the limits of the City. A wetland permit application and supporting documentation has been prepared and submitted by Alliant Engineering on behalf of Oppidan for the Rogers Drive Industrial project.

The City of Rogers has determined, as the LGU, that the Joint Application form and supporting permit application submitted, meet and satisfy all WCA rules.

Staff Recommendation

Financial Impact: **Source Fund**:

Budgeted? N/A

Supporting Documentation
A. Resolution No. 2026-54
B. Wetland Impacts Exhibit

RESOLUTION NO. 2026–54

A RESOLUTION APPROVING THE APPLICATION TO IMPACT 0.11 ACRE OF WETLAND TO FACILITATE THE ROGERS DRIVE INDUSTRIAL PROJECT

WHEREAS, That the City of Rogers is the Local Governmental Unit ("LGU") responsible for implementation of the Minnesota Wetland Conservation Act (WCA) Rules (Chapter 8420) within the limits of the City.; and

WHEREAS, That the City of Rogers, by and through its Council, sitting as the LGU, adopts the following findings regarding the Rogers Drive Industrial Replacement Plan Application:

a. That a complete Wetland Replacement Plan Application describing 0.11 acre of wetland impact provided by Alliant Engineering was received April 22, 2026.

b. A meeting of the Technical Evaluation Panel (TEP) was conducted via Teams on May 18, 2026 to discuss the application. Additional information was requested by the TEP to clarify the proposed end user and to update the search for replacement credits.

c. The Wetland Replacement Plan Application describes wetland impacts of 0.11 acre. Replacement was revised based on TEP comments to be via 0.2126 acre credits from Wetland Bank Account #1643 in Hennepin County which is in the same minor watershed (Diamond Creek) as the proposed impacts; Major Watershed 20, and BSA 7.

d. That TEP members unanimously agreed that the application qualified for sequencing flexibility, satisfied WCA sequencing and replacement requirements and supported approval.

e. That the City of Rogers, as the LGU, has and will fully exercise its responsibilities to ensure compliance with the Minnesota WCA Rules for:

    i. Local Government Unit Duties and Procedures (MR 8420.0200)
    ii. Technical Evaluation Panel (TEP) Procedures (MR 8420.0240)
    iii. Local Government Unit Application and Decision Procedures (MR 8420.0255)

f. That the City of Rogers, as the LGU, has determined that the Replacement Plan Application submitted by Alliant Engineering on behalf of Oppidan satisfies and will satisfy WCA rules and procedural guidelines for:

    i. General Application Requirements (MR 8420.0305)
    ii. Replacement Plan Applications (MR 8420.0330)
    iii. Wetland Replacement Purpose and Requirement (MR 8420.0500)
    iv. Sequencing (MR 8420.0520)
    v. Replacement Standards (MR 8420.0522)

WHEREAS, That the City of Rogers, by and through its City Council, sitting as the LGU for the WCA, approves the application to fill 0.11 acre of wetland to facilitate the Rogers Drive Industrial project.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Rogers, that the above referenced wetland application and replacement plan meet the standards of Minnesota WCA Rules.

Moved by Councilmember , seconded by Councilmember

The following voted in favor of said resolution:

The following voted against said resolution:

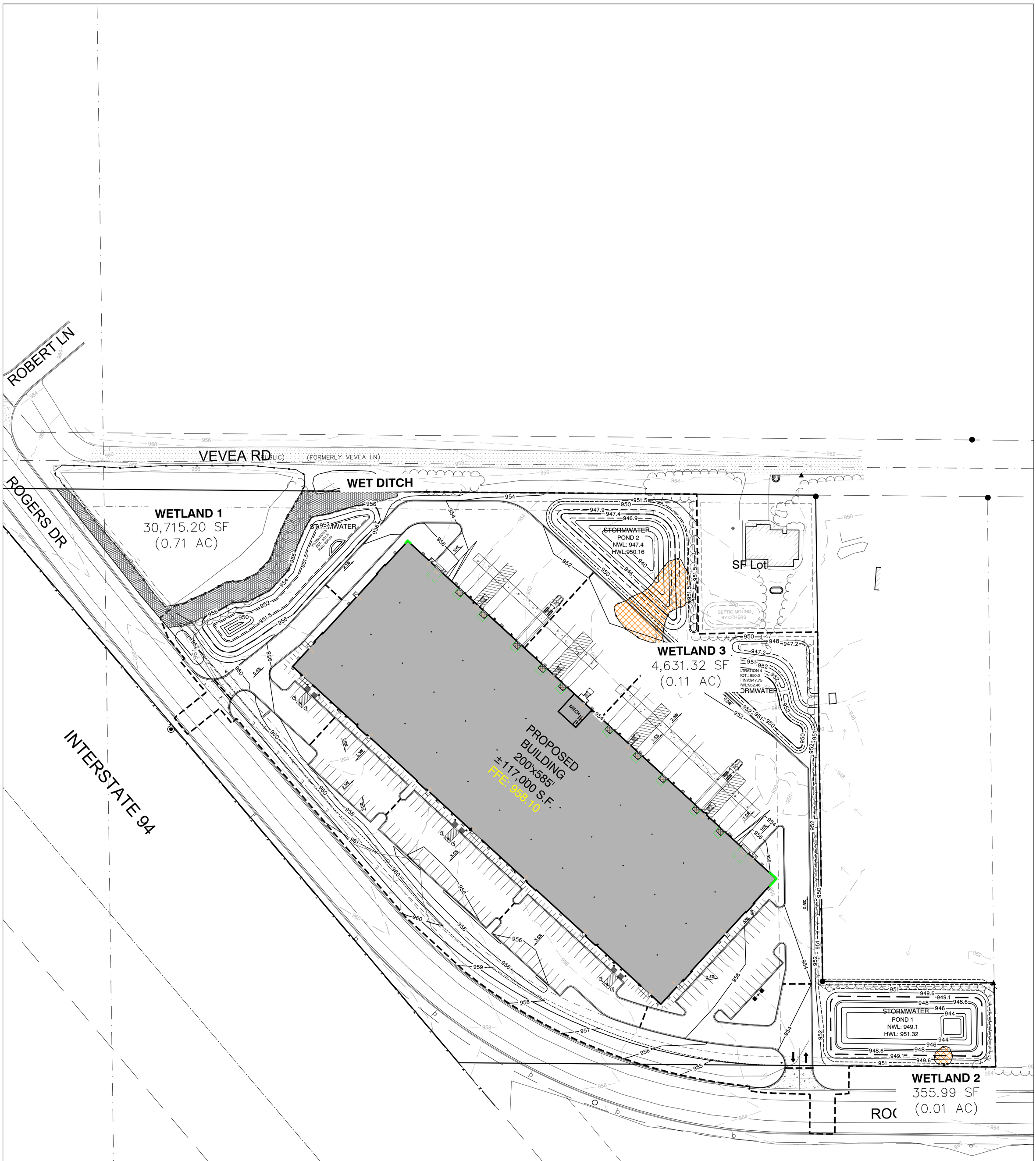
The following abstained:

Whereupon said resolution was declared duly passed and adopted, and was signed by the Mayor, and attested by the Clerk dated this 26th day of May, 2026.

_____
Shannon Klick, Mayor

ATTEST:

_____
Stacie Brown, City Clerk



WETLAND IMPACTS

	AREA	IMPACT AREA
WETLAND 2*	355.99 SF (0.01 AC)	355.99 SF (0.01 AC)
WETLAND 3	4,631.32 SF (0.11 AC)	4,631.32 SF (0.11 AC)
TOTAL AREA	4987.311 SF (0.11 AC)	4987.31 SF (0.11 AC)

WETLAND IMPACTS WILL BE MITIGATED BY PURCHASING WETLAND BANK CREDITS

*WETLAND 2 IS AN INCIDENTAL WETLAND AND DOES NOT REQUIRE WETLAND MITIGATION

WETLAND BUFFER CALCULATION

WETLAND BUFFERS REQUIREMENTS:

REQUIREMENTS ARE BASED ON ELM CREEK WATERSHED MANAGEMENT COMMISSION

BUFFER REQUIRED MINIMUM 10', AVERAGE 25'

BUFFER PROVIDED 25'

LEGEND:

- EASEMENT
- PROPERTY LINE
- SETBACK LINE
- LOT LINE
- RIGHT–OF–WAY
- WL — WETLAND BOUNDARY
- WETLAND BUFFER
- WETLAND IMPACT

x:\4000889-00\exhibits\wetland impacts.dwg

ROGERS INDUSTRIAL

ROGERS, MN

N

1" = 60' (22x34)

DATE: 4–21–2026
DRAWN BY: TMA
SCALE: 1" = 60' (22x34)

ALLIANT ENGINEERING

Figure 3. Wetland Buffer and Impact Plan

STAFF REPORT **Meeting Date**: May 26, 2026

ROGERS CITY COUNCIL **Agenda Item**: 5.12

Subject: Approval of Resolution 2026-51 Approving the Final Plat for EB Rogers (former Willis Trucking Site)
Prepared By: Brett Angell, Community Development Director

Recommended Council Action
Motion to approve Resolution 2026-51 approving the EB Rogers Final Plat.

Overview / Background / Analysis
At the February 24th, 2026 meeting, the City Council approved a site plan for the redevelopment of the property at 21601 John Deere Lane (more commonly referred to as the Willis Trucking site) into a three-story, 181-unit market-rate apartment building (recently named Millhouse Flats). Per the conditions of the site plan approval, the developer is required to re-plat the property into one parcel.

The property is currently comprised of two parcels. The first parcel (Lot 5, Block 2) consists of the existing building on the parcel. The second parcel (Lot 6, Block 2) is the area that is currently used primarily for storage of trucks and trailers. The proposed EB Rogers final plat combines the two existing parcels into one parcel.

The total area of the plat is 4.62 acres. The proposed plat combining the two parcels is consistent with the lot standards for the DT-Downtown Zoning District. The proposed plat is consistent with the approved site plan and development plan for the property. Currently, the developer is anticipating commencing construction in August or September of 2026.

Staff Recommendation
Staff recommends the approval of Resolution 2026-51 approving the EB Rogers Final Plat related to the redevelopment of the property at 21601 John Deere Lane.

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

Budgeted? N/A

Supporting Documentation
A. Resolution No. 2026-51 EB Rogers Final Plat
B. Final Plat

RESOLUTION NO. 2026 - 51

A RESOLUTION GRANTING APPROVAL OF THE FINAL PLAT FOR EB ROGERS (21601 JOHN DEERE LANE)

WHEREAS, the JDL Rogers, LLC (Bader Companies)(the "Applicant") submitted an application to the City of Rogers ("City") requesting approval of a Final Plat for EB Rogers (the "Plat") for the property located at 21601 John Deere Lane, which consists of the PIDs 23-120-23-24-0047 and 23-120-23-24-0046 and legally described on Exhibit A (the "Subject Property/Property"); and,

WHEREAS, the Applicant is proposing to combine the subject property, which is currently comprised as two (2) parcels into one (1) parcel as depicted in Exhibit B; and,

WHEREAS, the Subject Property contains approximately 4.62 acres is zoned as DT – Downtown Mixed Use and guided as Downtown Mixed Use in the 2040 Comprehensive Plan; and

WHEREAS, the Subject Property recently received site plan approval from the City of Rogers on February 24, 2026, for the redevelopment of the site into a market rate apartment building of 181-units; and

WHEREAS, the proposed Final Plat is consistent with 2040 Comprehensive Plan and current zoning regulations for the City.

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF ROGERS, MINNESOTA, that the Preliminary Plat and Final Plat for Rogers County Road No. 81 is hereby approved subject to the following conditions:

1. The final plat shall meet the requirements of the City Engineers, and City Planner reviews and subsequent reviews of any final plat to the satisfaction of the City.
2. Title work for the Plat shall be provided to and conform to any requirements resulting from City Staff and the City Attorney's review of the title work and plat opinion.
3. The final plat shall be recorded with Hennepin County within one (1) year from the date of this approval.

Moved by Councilmember , seconded by Councilmember

The following voted in favor of said resolution:

The following voted against the same:

The following abstained:

Whereupon said resolution was declared duly passed and adopted, and was signed by the Mayor, and attested by the Clerk dated this 26th day of May, 2026.

Shannon Klick, Mayor

ATTEST:

Stacie Brown, City Clerk

EXHIBIT A
LEGAL DESCRIPTION

Existing Legal Description

Lots 5-6, Block 2, Scharbers John Deere Addition, Hennepin County, Minnesota

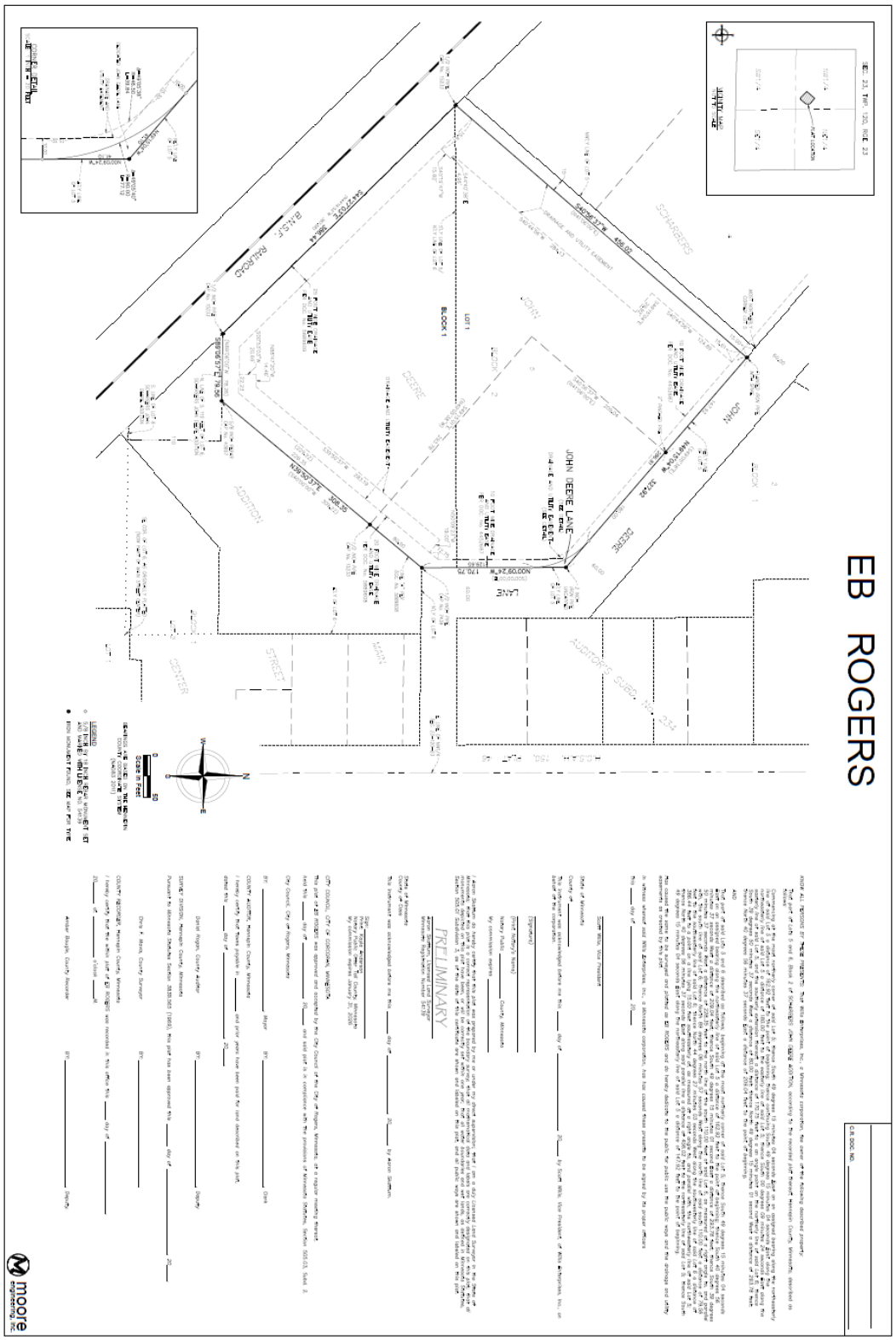
Abstract Property

PIDs: 23-120-23-24-0046 & 23-120-23-24-0047

Proposed Legal Description

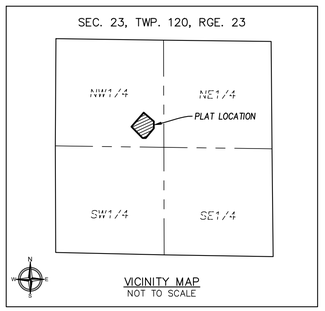
Lot 1, Block 1, EB Rogers, Hennepin County, Minnesota

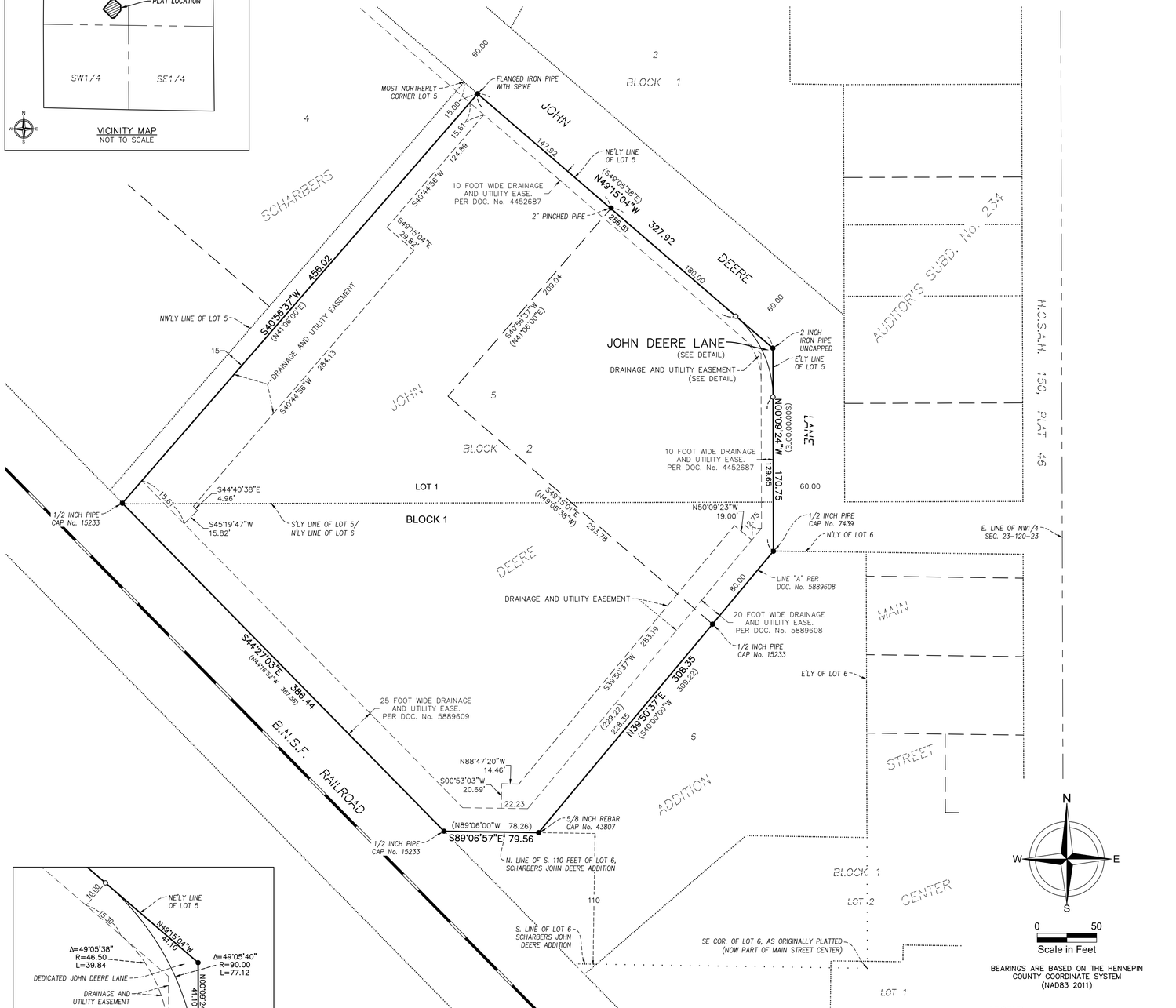
EXHIBIT B
FINAL PLAT



EB ROGERS

C.R. DOC. NO. _____

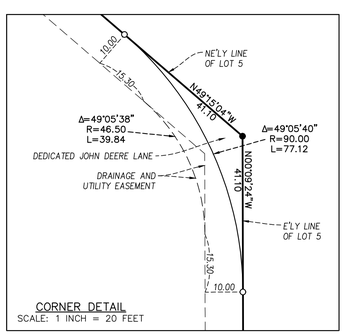




BEARINGS ARE BASED ON THE HENNEPIN COUNTY COORDINATE SYSTEM (NAD83 2011)

LEGEND

- ○ 5/8 INCH BY 18 INCH REBAR MONUMENT SET AND MARKED WITH LICENSE NO. 54139
- ● IRON MONUMENT FOUND, SEE MAP FOR TYPE



CORNER DETAIL
SCALE: 1 INCH = 20 FEET

KNOW ALL PERSONS BY THESE PRESENTS: That Willis Enterprises, Inc., a Minnesota corporation, fee owner of the following described property:

That part of Lots 5 and 6, Block 2 of SCHARBERS JOHN DEERE ADDITION, according to the recorded plat thereof, Hennepin County, Minnesota, described as follows:

Commencing at the most northerly corner of said Lot 5; thence South 49 degrees 15 minutes 04 seconds East on an assigned bearing along the northeasterly line of said Lot 5 a distance of 162.92 feet to the point of beginning; thence continuing South 49 degrees 15 minutes 04 seconds East along the northeasterly line of said Lot 5 a distance of 180.00 feet to the easterly line of said Lot 5; thence South 00 degrees 09 minutes 24 seconds East along the easterly line of said Lot 5, and the southerly extension thereof, a distance of 170.75 feet to a an angle point on the northerly line of said Lot 6; thence South 39 degrees 50 minutes 37 seconds West a distance of 80.00 feet; thence North 49 degrees 15 minutes 01 second West a distance of 293.78 feet; thence North 40 degrees 56 minutes 37 seconds East a distance of 209.04 feet to the point of beginning,

AND

That part of said Lots 5 and 6 described as follows; beginning at the most northerly corner of said Lot 5; thence South 49 degrees 15 minutes 04 seconds East on an assigned bearing along the northeasterly line of said Lot 5 a distance of 162.92 feet to the point of beginning; thence South 40 degrees 56 minutes 37 seconds West a distance of 209.04 feet; thence South 49 degrees 15 minutes 01 second East a distance of 293.78 feet; thence South 39 degrees 50 minutes 37 seconds West a distance of 228.35 feet to the north line of the south 110.00 feet of said Lot 6, as measured at a right angle to, and parallel with, the south line of said Lot 6; thence North 89 degrees 06 minutes 57 seconds West along the north line of said south 110.00 feet a distance of 79.56 feet to the southwesterly line of said Lot 6; thence North 44 degrees 27 minutes 03 seconds West along the southwesterly line of said Lot 6 a distance of 386.44 feet to a point on a line lying 15.00 feet southeasterly of, as measured at a right angle to, and parallel with, the northwesterly line of said Lot 5; thence North 40 degrees 56 minutes 37 seconds East along said parallel line a distance of 456.02 feet to the northeasterly line of said Lot 5; thence South 49 degrees 15 minutes 04 seconds East along the northeasterly line of said Lot 5 a distance of 147.92 feet to the point of beginning.

Has caused the same to be surveyed and platted as EB ROGERS and do hereby dedicate to the public for public use the public ways and the drainage and utility easements as created by this plat.

In witness whereof said Willis Enterprises, Inc., a Minnesota corporation, has has caused these presents to be signed by its proper officers

this _____ day of _____, 20____,

_____
Scott Willis, Vice President

State of Minnesota

County of _____

This instrument was acknowledged before me this _____ day of _____, 20____, by Scott Willis, Vice President, of Willis Enterprises, Inc., on behalf of the corporation.

_____
(Signature)

_____
(Print Notary's Name)

Notary Public _____ County, Minnesota

My commission expires _____

I Aaron Skattum do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01 Subdivision 3, as of the date of this certificate are shown and labeled on this plat, and all public ways are shown and labeled on this plat.

PRELIMINARY

Aaron Skattum, Licensed Land Surveyor
Minnesota Registration Number 54139

State of Minnesota
County of Cass

This instrument was acknowledged before me this _____ day of _____, 20_____, by Aaron Skattum.

Sign: _____
Print: Kayla Anderson
Notary Public Otter Tail County, Minnesota
My commission expires January 31, 2026

CITY COUNCIL, CITY OF CORCORAN, MINNESOTA

This plat of EB ROGERS was approved and accepted by the City Council of the City of Rogers, Minnesota, at a regular meeting thereof, held this _____ day of _____, 20_____, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

City Council, City of Rogers, Minnesota

BY: _____, Mayor *BY: _____, Clerk*

COUNTY AUDITOR, Hennepin County, Minnesota

I hereby certify that taxes payable in _____ and prior years have been paid for land described on this plat, dated this _____ day of _____, 20_____,

Daniel Rogan, County Auditor *BY: _____, Deputy*

SURVEY DIVISION, Hennepin County, Minnesota

Pursuant to Minnesota Statutes Section 383B.565 (1969), this plat has been approved this _____ day of _____, 20_____,

Chris F. Mavis, County Surveyor *BY: _____*

COUNTY RECORDER, Hennepin County, Minnesota

I hereby certify that the within plat of EB ROGERS was recorded in this office this _____ day of _____, 20_____, at _____ o'clock _____.M.

Amber Bougie, County Recorder *BY: _____, Deputy.*

moore engineering, inc.

STAFF REPORT **Meeting Date**: May 26, 2026

ROGERS CITY COUNCIL **Agenda Item**: 5.13

Subject: Approval of a Lease Agreement with Outfront Media for Two Billboards at PID 1512023230009 and a Shared Revenue Agreement with the Rouillard Family Trust.
Prepared By: Brett Angell, Community Development Director

Recommended Council Action
Motion to approve the Lease Agreement with Outfront Media for two billboards at PID 1512023230009 and approval of a Shared Revenue Agreement with the Rouillard Family Trust.

Overview / Background / Analysis
In March 1996, the City of Rogers entered into agreements with the Rouillard family for the acquisition of certain property along the I-94 corridor. With this acquisition and per the terms of the agreement, the Rouillard family retained the rights and benefits of the leases for two (2) billboards that were located on the site. From that point in time, the revenues from the lease were directed to the family. The previous agreements required a removal or extension to occur in 2025.

At the March 25th, 2025 meeting, the City Council heard a request from the Rouillard family seeking an extension to the easement to allow for the billboard or another form of extension for 20 years for the family to continue to receive lease revenues from the billboards. At the meeting, the council gave direction to staff to allow for a 5-year extension of the billboards on the site, with a need to negotiate a revenue sharing for the billboards between the family and city.

At the September 9, 2025 meeting, the City Council considered a draft lease for the billboards. The proposed lease at this stage did not have the city as a signing part on the lease as desired and was not aligned on specific components of revenue sharing between the city and family. Following discussion, the City Council directed staff to continue to negotiate the agreements based upon feedback received at the meeting.

The proposed Lease Agreement with Outfront and Shared Revenue Agreement with the Rouillard family address the items that were discussed at the previous meetings. The proposed Lease Agreement would be between the City of Rogers and Outfront Media alone and is structured as a base rent of $60,000 annually with a 2% annual escalator. The term of the agreement is five (5) years. There are no extensions to the agreement. Following the expiration of the lease agreement, it will be the discretion of the council if there is a desire to enter into a new lease or require the billboards to be removed.

The proposed Shared Revenue Agreement with the Rouillard family would split the annual lease revenue 50/50 with the city retaining 50% of the lease revenue and the family retaining the other 50%. The annual payment would be sent to the family following the receipt of funds from the lease. The term of this agreement matches the lease agreement and there is a provision that should the lease be terminated or voided, the shared revenue agreement would also be terminated.

Staff Recommendation
Staff recommend the approval of the Lease Agreement with Outfront Media for two billboards at PID 1512023230009 and approval of the Shared Revenue Agreement with the Rouillard Family Trust.

Financial Impact: The proposed lease will result in additional revenues over the term of the lease.

Source Fund: Not applicable.

Budgeted? N/A

Supporting Documentation
A. City of Rogers - Outfront Lease - Final Version
B. Shared Revenue Agreement Rouillard

DATE **May 8, 2026**
SIZE **14x48**
REP NAME:

LEASE NO.01321.001121 DIV.
VENDOR NO. **OSR3530**
PANEL NO. **201, 202, 203, 204**
PARCEL ID NO: **15-120-23-23-0009**

SIGN LOCATION LEASE

The parties hereto enter this Lease Agreement ("Lease" or "Agreement") as of the dates upon which the parties' have signed this Agreement.

1. **CITY OF ROGERS MN** (hereinafter called LESSOR), hereby leases and grants exclusively to **OUTFRONT Media LLC** (hereinafter called LESSEE) the exclusive use of the "Leased Premises" (as hereinafter defined) consisting of a portion of the real property known as: **Hwy 94 W/O Hwy 101 S/O 141st Ave N** (the "Property") for the purpose of erecting, constructing, installing, placing, operating, maintaining, modifying, servicing, relocating and removing LESSEE'S advertising sign(s) thereon, including supporting structures, illumination facilities and connections, back-up panels, service ladders and other appurtenances and ancillary equipment (the "Sign Structure(s)"), all as depicted in the photographs in Exhibit A attached hereto and made a part hereof.

2. The "Leased Premises" shall consist of the area where the supporting structure of the Sign Structure(s) is/are affixed to the Property, the surrounding area and the airspace above the same, as more particularly described on Exhibit A attached hereto and made a part hereof.

3. LESSOR grants to LESSEE and/or its agents the right to vehicular and pedestrian ingress and egress to and from the Sign Structure(s) over and across the Property for (i) the erection, construction, installation, placing, operating, maintaining, modifying, servicing and removal of the Sign Structure(s), and; (ii) providing or establishing electrical power to the Sign Structure(s) (at LESSEE's sole expense), any alterations to the access path or utilities require city written consent.

4. The term of this Lease shall be for a period of **five** (**5**) year(s) commencing **on May 1, 2026 (the "Commencement Date")**.

5. During the Term, LESSEE shall pay to LESSOR as "**Rent**" an amount equal **Sixty Thousand Dollars** and 00/100 (**$60,000.00**) Dollars per Lease Year (the "**Minimum Annual Guaranteed Rent**"), which shall be payable annually, in advance, beginning on the Commencement Date and thereafter, the anniversary of the Commencement Date. The Rent shall increase on a rate of 2% annually during the duration of the lease term.

6. LESSOR warrants that LESSOR is the **owner** of the Property and has full authority to make this agreement and the LESSEE shall have the right to make any necessary applications with, and obtain permits from, governmental bodies for the construction, maintenance and removal of the Sign Structure(s) at the sole discretion of LESSEE. LESSOR shall sign any documentation that such governing bodies may require with respect to obtaining such permits, provided that LESSOR shall incur no costs in connection therewith.

7. LESSEE shall save the LESSOR harmless from all damage to persons or property by reason of accidents, claims, losses, or damages alleged to result acts of LESSEE'S agents, employees or others employed in the erection, construction, installation, placing, operating, maintaining, servicing and removal of its Sign Structure(s) on the Leased Premises.

8. This Agreement is a Lease (not a license). The Sign Structure(s) on the Leased Premises and all sign(s), structure(s), improvements and appurtenances thereto placed on the Property hereafter by or for LESSEE, its agent or predecessor and any and all permits related thereto shall at all times remain the property of LESSEE, and LESSEE shall have the right to remove the same at any time during the Term of the Lease (as the same may be extended), or, for a reasonable amount of time after the expiration or termination of the Lease (the "Removal Date"). At LESSEE's sole discretion, if LESSEE removes its Sign Structure(s), it may abandon its below grade portions of said Sign Structure(s) and not remove the same. The future existence of below grade improvements shall not constitute continued occupancy of the Leased Premises by LESSEE. If upon the expiration of the Term (as the same may be extended) the parties hereto are engaged in good faith negotiation of the terms of a renewal lease, then LESSEE shall not be obligated to remove its Sign Structure(s) from the Leased Premises until thirty (30) days after the receipt of written notice from LESSOR expressly stating that LESSOR does not desire to continue such renewal negotiation.

9. In the event that all or any part of the Property is acquired or sought to be acquired by or for the benefit of any entity having or delegated the power of eminent domain, LESSEE shall, at its election and in its sole discretion, be entitled to: (i) contest the acquisition and defend against the taking of LESSEE's interest in the Property; (ii) reconstruct the Sign Structure(s) on any portion of the Property not being acquired, as reasonably approved by LESSOR; and (iii) recover damages to and compensation for the fair market value of its leasehold and Sign Structure(s) taken or impacted by the acquisition. No termination right set forth anywhere in this Lease may be exercised by LESSOR if the Property or any portion thereof is taken or threatened to be taken by eminent domain, or if the Property is conveyed or to be conveyed to or for the benefit of any entity having the power of eminent domain.

Lessor Initials _____

Lessee Initials _____

10. In the event that, in LESSEE's sole opinion; (a) LESSEE is unable to secure or maintain any required permit or license from any appropriate governmental authority; (b) federal, state or local statute, ordinance regulation or other governmental action precludes or materially limits use of the Leased Premises for outdoor advertising purposes; (c) LESSEE's Sign Structure(s) on the Leased Premises become entirely or partially damaged or destroyed; (d) the view of LESSEE's Sign Structure(s) are obstructed or impaired in any way by any object or growth on the Property or on any neighboring property; (e) the advertising value of the Sign Structure(s) is impaired or diminished; (f) there occurs a diversion of traffic from, or a change in the direction of, traffic past the Sign Structure(s); (g) LESSEE is prevented from maintaining electrical power to the Leased Premises or illuminating its Sign Structure(s); (h) LESSEE finds that, in LESSEE'S sole opinion, the continued maintenance/operation of the Sign Structure(s) is impractical or uneconomical due to engineering, architectural, construction or maintenance circumstances which will require structural improvements to LESSOR's Property; (i) maintenance will be hampered or made unsafe due to conditions caused by nearby properties, land uses, or utilities, then LESSEE shall, at its option, have the right to terminate this Lease upon one hundred and eighty (180) days' notice in writing to LESSOR and LESSOR shall retain any Minimum Annual Guaranteed Rent paid in advance for the remainder of the Term.

11. LESSEE shall pay for all electrical power consumed by the Sign Structure(s).

12. LESSOR shall not cause nor permit any outdoor advertising sign other than those in existence at the time of the execution of this Lease (if any), or those constructed by LESSEE pursuant to the terms hereof (or otherwise) to be placed on the Property without prior written consent from LESSEE. It is the understanding of the parties that visibility of the Sign Structure(s) to the traveling public is the essence of this Lease. LESSOR shall not cause LESSEE's Sign Structure(s) to be obscured from visibility to the traveling public. LESSOR grants LESSEE the rights to trim, cut, or remove brush, trees, shrubs, or any vegetation or remove any obstructions of any kind on the Property, or any other property owned or controlled by LESSOR, which limit the visibility of the Sign Structure(s).

13. LESSOR warrants that it owns the Property (including the Leased Premises) and has the authority to enter into this Lease and that if LESSEE shall pay the Rent provided for herein, LESSEE shall and may peaceably and quietly have, hold and enjoy use of the Leased Premises for the Term of this Lease. To this end, if at any time during the Term of this Lease LESSOR fails to pay any lien or encumbrance affecting the Leased Premises, including any past due real estate taxes, interest, and/or penalties thereto, and after receipt of LESSEE's written request to LESSOR to pay said sums, LESSOR fails to make such payment, LESSEE shall have the right, but not the obligation, to pay such amounts or any portion thereof which are undisputed by LESSOR. LESSEE may thereafter deduct any such payments of undisputed amounts from the next succeeding installment(s) of Rent until LESSEE has been fully reimbursed for such payments, interests and fees.

14. All Rent to be paid to LESSOR pursuant to this Lease and all notices to either of the party hereto shall be forwarded to the respective party at the address noted below such party's signature, or such other address set forth in a written notice by such party. In the event that LESSOR shall send to LESSEE written notice requesting that Rent be forwarded to an address other than that listed below LESSORS signature, such new forwarding address shall not be effective until forty-five (45) days after LESSEE's receipt of such notice from LESSOR.

15. This Lease shall not obligate the LESSEE in any way until it is accepted and executed by an authorized signatory of LESSEE who is responsible for executing LESSEE's duties under this Lease. It is understood that this written lease between the parties constitutes the entire Lease and understanding between the parties and supersedes all prior representations, understandings, and agreements relating to the Leased Premises. This Lease may not be modified except in writing and signed by LESSOR and an authorized signatory of LESSEE.

16. This Lease shall be binding upon heirs, executors, personal representatives, successors and assigns for the parties hereto and LESSOR agrees to notify LESSEE of any change of (i) ownership of the Property or the Leased Premises, or (ii) LESSOR's mailing address within seven (7) days of such change. LESSOR agrees to hold LESSEE harmless from any action resulting from failure to provide said notice. LESSOR shall not assign its interest under this Lease or any part thereof except to a party who purchases the underlying fee title to the Property. LESSEE shall not assign its interest under this Lease or any part thereof except to an entity that controls, is controlled by, or under common control with, LESSEE or to a party who purchases title to the subject Sign Structure(s). This Section shall not preclude a collateral assignment of LESSOR's or LESSEE's interest under this Lease to an established financial institution as, and part of, a bona fide loan transaction.

17. In the event that either party is in default under the terms of this Lease, the non-defaulting party shall deliver written notice via the United States Postal Services by certified or registered return receipt mail to the defaulting party, and said party may cure such failure within fourteen (14) days of receipt of such notice provided that for any non-monetary default, if a cure cannot reasonably be effected in 14 days, the defaulting party may continue such cure past 14 days from notice provided it commences such cure within fourteen days from notice and pursues such cure to completion.

18. Concurrently with the execution of this Lease, or at any other time upon request of the other, LESSOR and LESSEE shall execute, acknowledge and deliver to the other a short form memorandum of this Lease for recording purposes. The Party requesting recordation shall be responsible for payment of any fees or taxes applicable thereto.

Lessor Initials _____

Lessee Initials _____

19. From time to time upon the written request of LESSEE, LESSOR shall have its lender(s) (if any) execute, acknowledge and deliver to LESSEE a subordination, non-disturbance and attornment agreement in a form reasonably acceptable to LESSEE. LESSOR and LESSEE shall countersign said agreement.

20. The parties hereto have each carefully reviewed this Lease and have agreed to each term set forth herein. No ambiguity is presumed to be construed against either party.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

FOR LESSOR: **CITY OF ROGERS MN**

BY: _____

_____
Title

DATE: _____

FOR LESSEE**: OUTFRONT Media LLC**

BY: _____

_____
Title

DATE: _____

LESSOR'S MAILING ADDRESS:

22350 S Diamond Lake Rd
Street Address

Rogers
City

MN **55374**
State Zip

763 428 0915 _____
Telephone Number

LESSEE'S MAILING ADDRESS:

901 Marquette Ave S, Suite 600
Street Address

Minneapolis
City

MN **55402**
State Zip

612-436-7190 _____
Telephone Number Fax Number

Lessor Initials _____

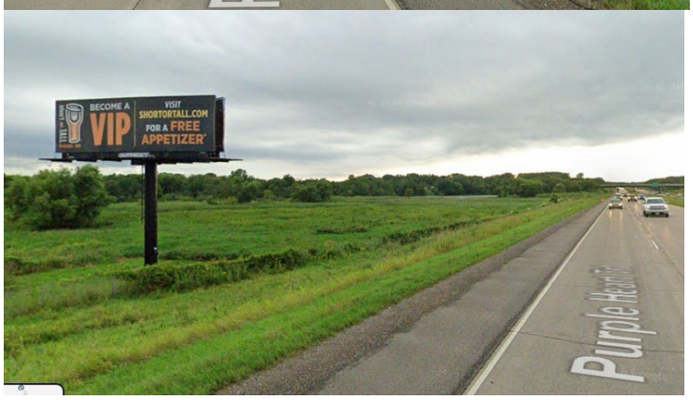
Lessee Initials _____

EXHIBIT A









Lessor Initials _____

Lessee Initials _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

LESSOR ACKNOWLEDGEMENT

STATE OF)
) SS:
COUNTY OF)

On _____ before me, _____ a Notary Public, personally appeared _____, who appeared to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s). or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature:_____

Name: _____ (Seal)

LESSOR ACKNOWLEDGEMENT

STATE OF)
) SS:
COUNTY OF)

On _____ before me, _____ a Notary Public, personally appeared _____, who appeared to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s). or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature:_____

Name: _____ (Seal)

LESSEE ACKNOWLEDGEMENT

STATE OF)
) SS:
COUNTY OF)

On _____ before me, _____ a Notary Public, personally appeared _____, who appeared to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s). or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature:_____

Name: _____ (Seal)

SHARED BILLBOARD REVENUE AGREEMENT

THIS SHARED BILLBOARD REVENUE AGREEMENT is made and entered into this 26th day of May 2026 ("Effective Date"), by and between the City of Rogers, a Minnesota municipal corporation (the "City") and Rouillard Family (the "Family").

RECITALS

A. On March 20th, 1996, the City acquired certain property from the Family located at PID 15-120-23-23-0009 (the "Property").

B. The Property included two static billboards that were placed and were maintained and leased by Outfront Media as depicted in Exhibit A.

C. The Property is not anticipated to be developed or sold from the City immediately nor in the foreseeable future due to the presence of wetlands, creeks, and other DNR waterways.

D. Per terms of the original acquisition, the Family was granted approval via easement to continue to receive lease revenues from the two billboards located on the Property.

E. On March 25th, 2025, the Family submitted a request to the City seeking to extend the duration of the easement or another form of approval for the Family to continue to receive all or a portion of the billboard lease revenues.

F. Although the City Council did not agree to extend the easement, the City Council directed staff to seek an agreement with the Family and the billboard company to extend the lease for a term of five (5) additional years and share lease rent revenues with the Family.

G. At the September 9th, 2025 meeting, the City Council reviewed a proposed lease and provided feedback to continue to negotiate the terms and structuring of the agreements.

H. Following the meeting date and direction as listed in Recital G, a proposed lease between the City and Outfront Media was drafted and approved by the City Council at the May 26th meeting (the "Lease"). A copy of the Lease is attached to this Agreement in Exhibit B.

I. The City seeks to enter into this Agreement with the Family for the sharing of the lease revenues over the five (5) year duration of the billboard lease.

NOW, THEREFORE, the parties hereto agree as follows:

1) AMOUNT. The City and Family agree to split the billboard lease revenues on a equal basis of 50% of the annual revenues going to the City and 50% of the annual revenues going to the Family. Anticipated annual revenues are depicted in Exhibit C.

2) TERM. The Term of this agreement shall be five (5) years from the date of this agreement.

3) PAYMENTS. Payments from the City to the Family shall only be made after the City has received the annual payment from the billboard company corresponding to the terms and details as defined in the Lease. The City will make payment to the Family within 30 days of receipt of payment from the Lease. All payments shall be made via check.

4) REQUIRED DOCUMENTS. Prior to the annual payment from the City to the Family, the Family shall furnish any documents required to make the payment including, but not limited to, a W9.

5) REAL ESTATE TAXES. The Property is currently tax-exempt and there is not a current property tax levied against the property. In the event there is a property tax levied against the Property, the Family and City shall share in the property tax amount with each party responsible for 50% of the total tax amount.

6) EARLY TERMINATION. In the event that the Lease is terminated prior to the expiration date as defined in the Lease, this Agreement shall be considered null and void. The City will provide written notice to the Family in the event the Lease and this Agreement are terminated.

7) EXTENSIONS. There shall be no extensions for this Agreement.

8) NOTICES. Any notices required herein shall be deemed given when sent in the U.S. Mail, either registered or certified, return receipt requested, or by Federal Express or other overnight delivery serve requiring a signature upon receipt, to the parties at the following addresses:

CITY

City of Rogers
Attn: Steve Stahmer, City Administrator
22350 S Diamond Lake Road
Rogers, MN 55374

FAMILY

Gordon Rouillard Family
Attn: Robbin Rouillard
606 3rd Ave NE
Minneapolis, MN 55413
rrouillard@comcast.net
612-710-9938

9) PROPERTY RIGHTS. The Family acknowledges that the Family does not hold any current of future rights to the Property and this Agreement was entered into voluntarily by the City and Family following a request and consideration by the City Council.

10) GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

11) ASSIGNMENT. The Family shall not have the right to assign its interest to this Agreement to an entity in which the Family is not a member of or otherwise affiliated with. Approved and written consent shall be required from the City prior to any assignment.

12) HEADINGS. The headings preceding the text of the sections and subsections hereof are inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction, or effect.

13) COMPLETE AGREEMENT. This instrument and any exhibits, schedules, or addendums attached hereto contain the entire Agreement of the parties regarding the subject matter hereof, and supersedes all prior negotiations, agreements or understandings, whether oral, or in writing. This Agreement may not be changed orally but only by an Agreement in writing signed by the City and Family.

14) COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall constitute an original but all of which, taken together, shall constitute but one and the same instrument.

15) NO PARTNERSHIP OR JOINT VENTURE. Nothing in this Agreement shall be construed or interpreted as creating a partnership or joint venture between the City and Family relative to the Property.

Remainder of this page intentionally left blank.

IN WITNESS WHEREOF, said parties hereby execute this Billboard Shared Revenue Agreement effective the date first above written.

BUYER:
ROUILLARD FAMILY

By: _____
Robbin Rouillard

SELLER:
City of Rogers

By: _____
Shannon Klick, Mayor

By: _____
Stacie Brown, City Clerk

EXHIBIT A
BILLBOARD DEPICTION





PID # 15-120-23-23-0009

EXHIBIT B
OUTFRONT LEASE

TO BE INSERTED

EXHIBIT C
ANTICIPATED PAYMENTS

YEAR	TOTAL LEASE AMOUNT	CITY SHARE	FAMILY SHARE
2026	$60,000.00	$30,000.00	$30,000.00
2027	$61,200.00	$30,600.00	$30,600.00
2028	$62,424.00	$31,212.00	$31,212.00
2029	$63,672.50	$31,836.25	$31,836.25
2030	$64,945.93	$32,742.96	$32,472.96

STAFF REPORT **Meeting Date**: May 26, 2026

ROGERS CITY COUNCIL **Agenda Item**: 5.14

Subject: Approval of Resolution 2026-52 Approving Final Plat for Edgewater Cove and Authorization for the Execution of Related Agreements
Prepared By: Alec Henderson, City Planner

Recommended Council Action
Motion to approve Resolution No. 2026-52 approving the Final Plat for Edgewater Cove.

Motion to authorize the execution of the Subdivision Agreement and Stormwater Maintenance Agreement for Edgewater Cove.

Overview / Background / Analysis
On January 27, 2026, the City Council approved the following actions related to the Edgewater Cove development by Pulte Homes of Minnesota, LLC:

- **Resolution No. 2026-03** – Comprehensive Plan Land Use Map Amendment, reguiding the subject property from Mixed Residential to Low Density Residential.
- **Ordinance No. 2026-01** – Rezoning of the subject property from Mixed Residential (R4) to Planned Unit Development (PUD) with a base zoning of R2, establishing the Master Development Plan and PUD district standards.
- **Resolution No. 2026-05** – Approval of the Preliminary Plat and Master Development Plan for Edgewater Cove, a 57-lot single-family residential development on approximately 18.7 gross acres located at the southeast corner of Industrial Boulevard and Edgewater Parkway (PID: 16-120-23-14-0078).

Pulte Homes has submitted a Final Plat application for Edgewater Cove. The Final Plat is consistent with the approved Preliminary Plat and Master Development Plan and conforms to the PUD standards established by Ordinance No. 2026-01. The plat includes 57 single-family lots and Outlot A, which will function as the development's stormwater management area and steep slopes preservation (ultimately owned and maintained by the city upon acceptance of public improvements.
Construction plans have been reviewed by the City Engineer and are required to be consistent with City engineering standards prior to construction. Elm Creek Watershed Management Commission approval of the stormwater management and grading plan is a condition of approval. The Final Plat, Subdivision Agreement, Stormwater Maintenance Agreement, and required financial securities must all be executed prior to

recording the plat.

Staff Recommendation
Staff recommends approving Resolution No. 2026-52, Approving the Final Plat for Edgewater Cove.

Staff recommends authorizing the execution of the Subdivision Agreement and Stormwater Maintenance Agreement.

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

Budgeted? N/A

Supporting Documentation
A. Resolution_2026-52_Final_Plat_Edgewater_Cove
B. Subdivision_Agreement_Edgewater_Cove_V1_5.20.26
C. Stormwater_Maintenance_Agreement_Edgewater_Cove_V1_5.20.26
D. EDGEWATER COVE Plat-032726
E. Edgewater Cove Construction Documents 3-27-2026-TITLE PAGE ONLY

RESOLUTION NO. 2026-52

A RESOLUTION GRANTING APPROVAL OF THE FINAL PLAT FOR EDGEWATER COVE

WHEREAS, Pulte Homes of Minnesota, LLC (Developer), has requested from the City of Rogers Final Plat (Plat) approval for EDGEWATER COVE, as legally described in Exhibit A ("Subject Property") and depicted in Exhibit B; and,

WHEREAS, the Developer intends to construct a 57-lot single-family residential subdivision located at the southeast corner of Industrial Boulevard and Edgewater Parkway; and,

WHEREAS, this Plat includes infrastructure improvements to be constructed in accordance with the construction plans on file with the City, consisting of sewer main, water main, stormwater facilities, and streets related to the development of 57 single-family lots and Outlot A; and,

WHEREAS, on January 27, 2026, the City Council approved Resolution No. 2026-05, approving the Preliminary Plat and Master Development Plan for Edgewater Cove; and,

WHEREAS, the Subject Property is zoned Planned Unit Development (PUD) per Ordinance No. 2026-01 (approved in conjunction with the Preliminary Plat) and is guided as Low Density Residential in the Rogers 2040 Comprehensive Plan, as amended by Resolution No. 2026-03; and,

WHEREAS, the Plat satisfies the PUD standards established by Ordinance No. 2026-01 and is consistent with the Preliminary Plat for EDGEWATER COVE as approved by the City Council on January 27, 2026.

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF ROGERS, MINNESOTA, that the Final Plat for EDGEWATER COVE is hereby approved as proposed by the Developer, and is conditioned upon the Developer complying with the plat opinion and completing revisions to the Plat as may be required by the City Attorney and conditioned upon the Developer revising the construction plans as may be required by the Public Works Director and City Engineer.

BE IT FURTHER RESOLVED, the City of Rogers and Pulte Homes of Minnesota, LLC shall execute a Subdivision Agreement and Stormwater Maintenance Agreement for the Development, identifying the terms and conditions of the development and fees, escrows, and financial security obligations of the Developer, including payment of any existing assessments levied against the Subject Property. The Agreement shall be filed with Hennepin County for recording.

BE IT FURTHER RESOLVED, the Final Plat shall not be released for recording until the Subdivision Agreement and Stormwater Maintenance Agreement is executed by both parties and all fees, escrows, financial security obligations, and assessments due with the Development are received by the City; recording of the Final Plat with the land records office of Hennepin County must occur within 30 days of its release by the City to Developer.

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 _____ day of _____, 2026.

_____

Shannon Klick, *Mayor*

ATTEST:

_____

Stacie Brown, *City Clerk*

EXHIBIT A

EDGEWATER COVE

LEGAL DESCRIPTIONS

Existing Legal Description

Outlot B, Edgewater Second Addition, according to the recorded plat thereof, Hennepin County, Minnesota;

Less and Except that portion as conveyed in that certain Warranty Deed filed of record on November 1, 2023, as Document No. 11242623.

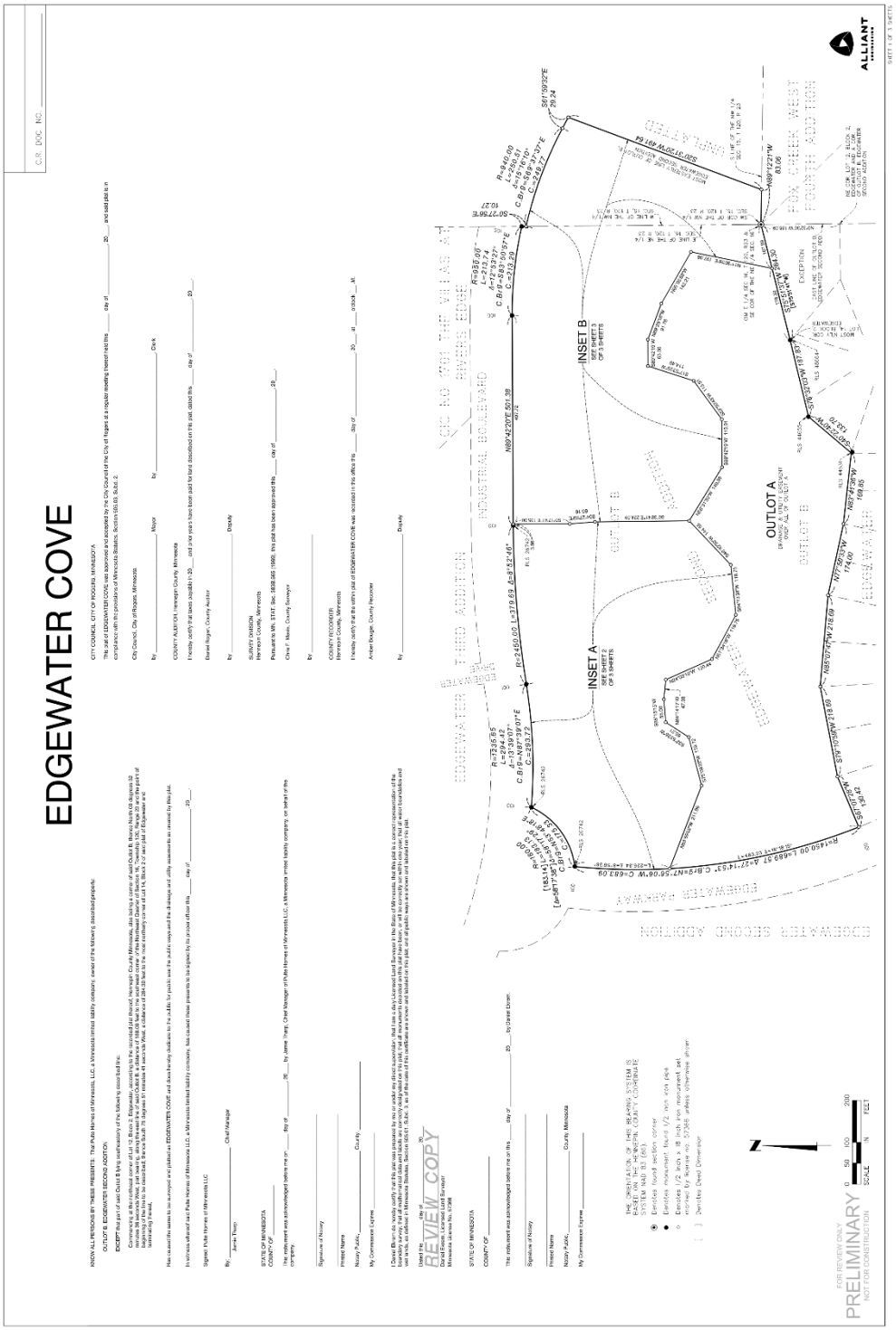
Note: Property is Abstract.

Proposed Legal Description

All lots and blocks and outlots, EDGEWATER COVE, Hennepin County, Minnesota, according to the plat thereof.

EXHIBIT B

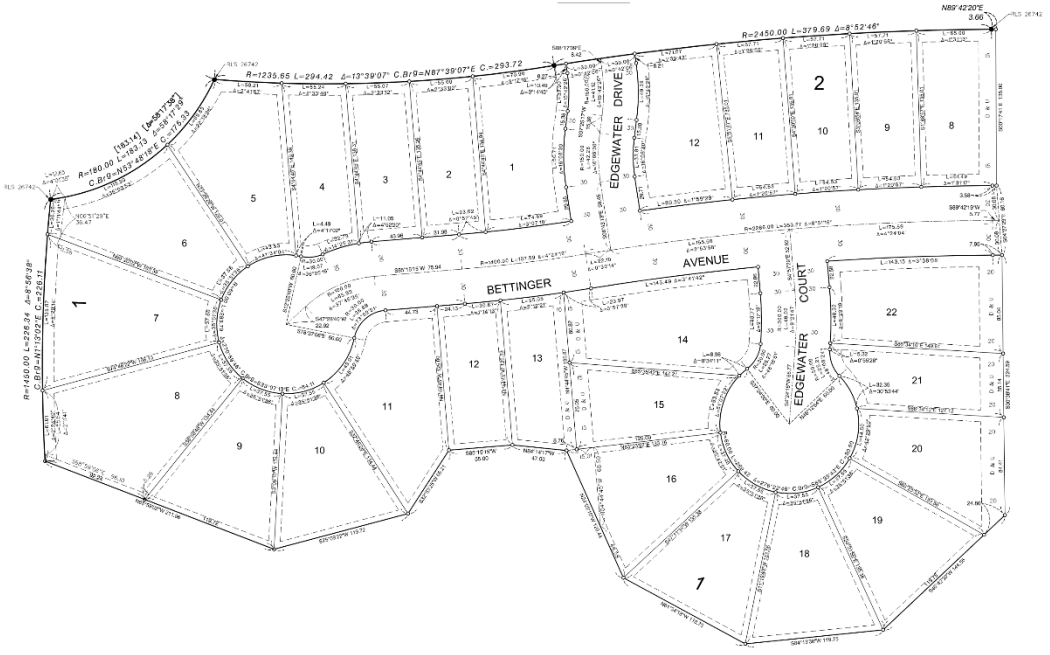
EDGEWATER COVE - FINAL PLAT



C.R. DOC. NO. _____

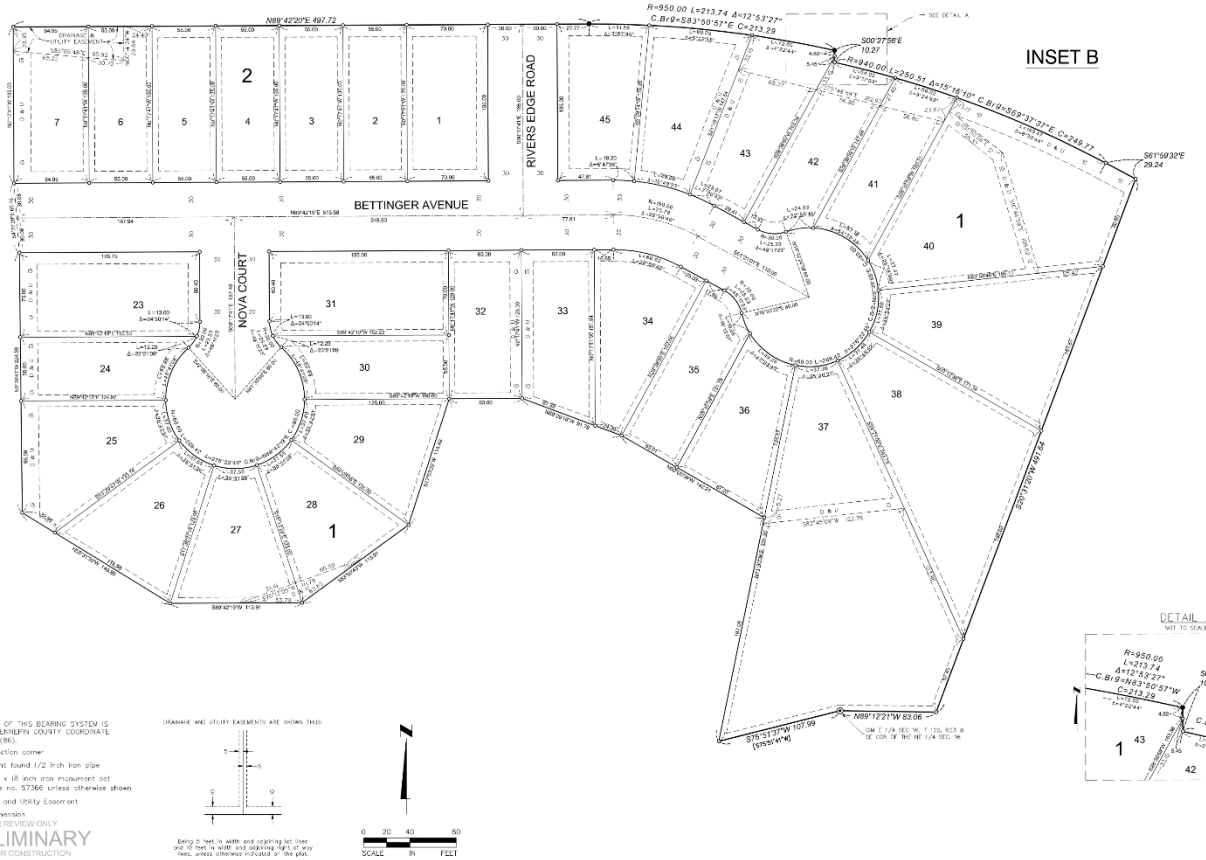
EDGEWATER COVE

INSET A

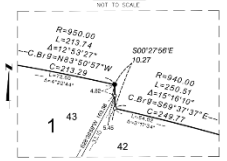

EDGEWATER DRIVE
BETTINGER AVENUE
EDGEWATER COURT
R=1235.65 L=294.42 Δ=13°39'07" C.Br=N87°39'07"E C.=293.72
R=2450.00 L=379.69 Δ=8°52'46"
R=180.00 [183.14] [Δ=58°17'36"] C.Br=N53°48'18"E C.=175.29
R=1450.00 L=236.34 Δ=9°20'38" C.Br=N17°32'22"E C.=236.11
N89°42'20"E 3.66
S89°42'19"W 5.72
S89°15'15"W 75.94
S89°10'19"W 47.82
S89°10'19"W 25.90
S89°10'19"W 119.72
S89°17'39"E 8.42
S89°17'39"E 8.42
N00°03'29"E 36.47
S89°10'19"W 156.51
S89°10'19"W 119.72
S89°10'19"W 119.72
S89°10'19"W 119.72

C.R. DOC. NO. _____

EDGEWATER COVE



DETAIL A
NOT TO SCALE



THE ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE HENNEPIN COUNTY COORDINATE SYSTEM (NAD 83 (86).

- Denotes found section corner
- Denotes monument found 1/2 inch iron pipe
- o Denotes 1/2 inch x 18 inch iron monument set marked by license no. 57366 unless otherwise shown
- D & U Denotes Drainage and Utility Easement
- [ ] Denotes Deed Dimension

FOR REVIEW ONLY
PRELIMINARY
NOT FOR CONSTRUCTION

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:

Being 5 feet in width and adjoining lot lines and 10 feet in width and adjoining right of way lines, unless otherwise indicated on the plat.

ALLIANT ENGINEERING

SHEET 3 OF 3 SHEETS

Abstract Property

SUBDIVISION AGREEMENT
EDGEWATER COVE

THIS DEVELOPER'S AGREEMENT ("Agreement") is made this _____ day of _____, 2026, by and between the City of Rogers, a municipal corporation under the laws of Minnesota ("City"), located at 22350 Diamond Lake Road, Rogers, Minnesota 55374, and Pulte Homes of Minnesota, LLC, a Minnesota limited liability company, located at 1650 W. 82nd St., Suite 300, Bloomington, MN 55431 ("Developer").

RECITALS

A. The purpose of this Agreement is to set forth the general rights, obligations, and duties of the City and the Developer with respect to the development in the City of a residential subdivision, commonly known as *EDGEWATER COVE*. Each phase of the subdivision will enter into a separate agreement.

B. This Subdivision Agreement applies to EDGEWATER COVE ("Development") which consists of approximately 18.7 gross acres described as, according to the recorded plat thereof ("Subject Property") and legally described as attached in Exhibit A.

C. Development of the Subject Property consists of 57 total residential single-family lots and Outlot A. Development will occur consistent with the approved Master Development Plan.

D. Pursuant to an approved Preliminary Plat and Master Development Plan for development of Edgewater Cove by Resolution No. 2025-05, adopted by the City Council January 27, 2026, and Final Plat for Edgewater Cove by Resolution No. 2026-52 on May 26, 2026 (collectively, the "City Approvals"). The terms and conditions of the City Approvals are incorporated into this Subdivision Agreement by reference. Development of the Property shall be in conformance with City Code, City Approvals, and this Subdivision Agreement.

E. The City and the Developer now desire to enter into this Agreement setting forth certain requirements and obligations relating to the development of the Subject Property, including but not limited to the execution and recording of certain instruments. This Agreement replaces and supersedes any previous oral agreements, understandings, or previous negotiations between the parties in relation to the Subject Property.

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

AGREEMENT

In consideration of each party's promise as set forth in this Agreement, it is mutually agreed as follows:

ARTICLE ONE

CONSTRUCTION OF IMPROVEMENTS; EASEMENTS & RIGHTS OF ENTRY

1.01. Developer Responsible. The Developer has submitted its plans and specifications for the Development to the City for the City's review and approval. Developer agrees to construct and pay for the Improvements required for development of the Subject Property, as described in plans and specifications approved by the City Engineer or designee ("Approved Plans"). For the purpose of this Agreement, the Approved Plans shall include the Grading, Erosion Control, Storm Water/SWPPP and Street and Utility Plan Sets, last revised date _____, 2026. The Plans are under review and will be approved by the City Engineer prior to construction start as more specifically set forth in Exhibit C. The Improvements shall be constructed in accordance with City specifications and the Approved Plans. Prior to beginning construction, the Developer or the Developer's engineer shall submit a copy of the Approved Plans to the Public Works Director and shall schedule a preconstruction meeting with all concerned parties, including City staff and engineers to review the program for construction work. All labor and work will be in strict conformance with the Approved Plans. Any deviation from the Approved Plans must be preapproved in writing by the Public Works Director, which shall not be unreasonably withheld. Developer shall pay for Improvements which costs are estimated and listed in the attached Exhibit B.

1.02. Staking, Surveying, and Inspections. Developer must provide all required staking and surveying for the Improvements in order to ensure that the completed Improvements conform to the Approved Plans. The Developer will provide for construction inspection and material testing for the Improvements. The Developer shall instruct its engineer to provide full-time field inspection personnel in order for the Developer's engineer to be able to certify that the construction work meets the approved City standards as a condition of City acceptance. In addition, the City may, at the City's discretion and at the Developer's expense, have one or more City inspectors and a soil engineer inspect the work on a full or part-time basis. The designated City inspectors must be notified and present to witness all utility tests. This includes watermain (hydrostatic testing, conductivity testing, disinfection testing), sanitary sewer (trace wire, leakage testing, deflection testing), and any other utility testing as deemed necessary by the City Engineer. The Developer, its contractors and subcontractors, shall follow all instructions received from the City's inspectors. The Developer and/or the Developer's engineer shall provide for on-site project

management. The Developer's engineer is responsible for design changes and contract administration between the Developer and the Developer's contractor. The Developer or his or her engineer shall schedule a pre-construction meeting at a mutually agreeable time at City Hall with all parties concerned, including City staff, to review the program for the construction work.

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

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

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

1.05. Time of Performance. The Developer shall install all required public improvements by November 31, 2027, with the exception of the final wear course of asphalt on streets. Failure to perform may result in the City drawing upon the Developer's financial guarantees. The Developer may, however, request an extension of time from the City. If an extension is granted, it will be conditioned upon updating security posted by the Developer to reflect cost increases and the extended completion date. Final wear course placement will be allowed in a new housing development only after one freeze-thaw cycle and after a certificate of occupancy has been issued for 75% of the dwelling units. An inspection of the roadway will be performed by the City Engineer or designee prior to wear course placement. From this inspection, any deficiencies or damage to the street, sidewalk, and curb will be noted and will need to be corrected prior to the placement of the wear course.

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

1.07. As-Built Plans. Upon completion of the Improvements, the Developer shall provide the City with: (i) a full set of as-built plans in a digital PDF and AutoCAD .DWG format, and (ii) an as-built survey in

AutoCAD .DWG format for City records in accordance with the City's most recent Engineering Guidelines. Utility profiles are not required to be included in the as-built plans.

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

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

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

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

1.12. Street Maintenance During Construction. The Developer shall be responsible for all street maintenance until the streets are accepted by the City. Warning signs shall be placed when hazards develop in streets to prevent the public from traveling on same and to direct attention to detours. If and when streets become impassable, such streets shall be barricaded and closed. In the event residences are occupied prior to completing streets, the Developer shall maintain a smooth surface and provide proper surface drainage to ensure that the streets are passable to traffic and emergency vehicles. The Developer shall be responsible for keeping streets within and without the subdivision swept clean of dirt and debris that may spill, track, or wash onto the street from the Developer's operation. The Developer may request, in writing, that the City keep the streets open during the winter months by plowing snow from the streets prior to final acceptance of said streets if all of the following conditions are met and verified by the City by October 1st:

a. the street has concrete curb and is paved with first lift of asphalt;

b. at least one house on the street is occupied; and

c. all manholes and valve boxes (iron) are set below the paved surface so as not to cause damage to snow removal equipment.

If any one of these conditions is not met by October 1st, snow removal for the entire season will be the responsibility of the Developer. If the conditions are not met, the Developer shall be responsible for plowing all streets within the development in accordance with the City's Snow Removal Policy and shall be completed within 12 hours after snowfall has ended. If the Developer does not comply with the policy or if the streets are not plowed within the specified time, the City will plow the streets and bill the Developer plus a penalty of $500 each time the City plows the streets. If the Developer does not reimburse the City for any costs the City incurred for such work within ten days, the City may draw down the security to pay any costs. The City shall not be responsible for repairing damage in the development because of snow plowing operations.

1.13. Demolition. The Developer shall obtain all required permits and approvals and thereafter remove any existing structures on the Subject Property prior to commencement of the Improvements.

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

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

ARTICLE TWO

FINANCIAL GUARANTY & REQUIRED PAYMENTS

2.01. Development Costs. All fees and costs as further set out in Exhibit B must be paid in full to the City prior to the delivery of the Final Plat to Developer for recording.

2.02. Financial Guaranty, Improvements. Prior to commencement of construction of the Improvements, the Developer will furnish the City an irrevocable Letter of Credit or cash escrow deposit equal to 125 percent of non-public Improvements and 150 percent of the Improvements to be dedicated to the City (collectively referred to hereinafter as "Security"), approved by the City Attorney, in the amount as set forth in Exhibit B. If by Letter of Credit, the Security must contain a provision that prohibits the issuer or surety from terminating the Security without first giving 45 days' written notice to the City of the proposed termination or expiration of the Security. In the event the Security provided by Developer does not conform with the requirements of this Section, then the Developer, following notice from the City, shall provide a substitute Security. Failure of the Developer to post a substitute Security within five (5) business days after notice by the City shall constitute a default that shall be grounds for drawing on the

Security. The City Administrator may grant a reduction in the Security upon written request by the Developer based upon the value of the completed work at the time of the requested reduction. The Security may not be reduced to less than 10 percent of the original amount until all work required of the Developer by this Agreement has been completed and accepted by the City. The Security shall be released upon the City's issuance of the Final Approval. Upon failure of the Developer to complete the Improvements in accordance with this Agreement or otherwise perform under this Agreement, the City may declare the Developer to be in default and the amount of the Security shall be paid over to the City. From the proceeds of the Security, the City shall be reimbursed for any attorneys' fees, engineering fees, or other technical or professional assistance, including the work of City staff and employees, and the remainder thereof shall be used by the City to complete the Improvements. The Developer shall be liable to the City to the extent that the Security is inadequate to reimburse the City its costs and pay for the completion of the work. The Security provided by Developer in the form of a Letter of Credit shall comply with the City's Letter of Credit policy, which Developer hereby acknowledges receipt of a copy thereof.

	Reduction	Release*
Site grading and erosion control	50-percent after rough grading and soil stabilization, 90-percent after testing, inspection, acceptance and approval of submitted as-builts	Project completion and removal of erosion control
Watermain improvements	Value of the completed work at the time of the requested reduction (not to exceed 90-percent)	After testing, inspection, acceptance and approval of submitted as-builts
Sanitary sewer improvements	Value of the completed work at the time of the requested reduction (not to exceed 90-percent)	After testing, inspection, acceptance and approval of submitted as-builts
Stormwater management facilities	Value of the completed work at the time of the requested reduction (not to exceed 90-percent)	After functionality is observed by city staff, inspection, acceptance and approval of submitted as-builts
Street improvements	75-percent after first lift installed and all curbing installed and backfilled	After acceptance
Parking lot improvements	75-percent after first lift installed and all curbing installed and backfilled	Project completion
Sidewalk/trail improvements	Value of the completed work at the time of the requested reduction (not to exceed 90-percent)	After acceptance
Wetland and buffer restoration	Value of the completed work at the time of the requested reduction (not to exceed 90-percent)	Restoration complete
Wetland monitoring	$1/5^{th}$ at submittal of each annual report	After 5 years of annual reports

Landscaping and tree mitigation	20-percent after full installation	After one full growing season following installation
Subdivision iron monuments		Project completion and land surveyor certifies that all irons have been set following site grading and utility and street construction

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

ARTICLE THREE

OTHER REQUIREMENTS

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

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

a. Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations, and contractual liability insurance) together with an Owner's Contractor's Policy with limits against bodily injury, including death, and property

damage (to include, but not be limited to, damages caused by erosion or flooding) which may arise out of Developer's work or the work of any of its subcontractors. The exclusion for underground collapse shall be removed.

b. Limits for bodily injury or death shall not be less than $500,000.00 for one person and $1,500,000.00 for each occurrence; limits for property damage shall not be less than $2,000,000.00 for each occurrence.

c. Worker's compensation insurance, with statutory coverage, if applicable.

d. Developer shall file a Certificate of Insurance with the City Clerk prior to commencing site grading. The Certificate shall bear the following wording: "Should any of the above policies be canceled or terminated before the expiration thereof, the issuing company shall give thirty (30) days written notice of cancellation or termination to the Certificate Holder."

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

3.04. Building Permits and Occupancy. Building permits shall only be issued upon execution of this Agreement by the City and Developer, all amounts due and securities required under this Agreement are paid to the City, the Final Plat is recorded and a receipt of said recording is provided to the City, and the streets (including curb and gutter installation) needed for access to lots where permits are requested are paved with the base course of bituminous, and the sewer and water service utilities are tested and approved by the City Engineer or designee. Prior to recording of the Final Plat, permits for grading and erosion control may be issued in conjunction with an approved grading permit and payment of the required Security and Escrow by Developer to the City as identified in Exhibit B. The Developer may apply for building permits to construct up to two model homes prior to the completion of the public roads serving the development. Model home sites must be approved by the City Planner and may be no greater than 350 feet from a paved bituminous road. Developer shall maintain access for vehicle traffic and parking during construction of the model homes and access for emergency personnel and equipment, as determined by the City. No occupancy of any newly constructed building in said Final Plat shall occur until the base course of bituminous is in place and a certificate of occupancy has been issued by the City Building Official. The Developer shall use the model home only for real estate sales purposes and no other purposes.

3.05. Underground Utilities. The Developer shall contact the electric, telephone, gas, and cable companies that are authorized to provide service to the Subject Property for the purpose of ascertaining whether any of those utility providers intend to install underground lines within the Development. The placement of private underground utilities shall be designed and constructed according to City standards and specifications, and coordinated with the placement of public underground utilities. Underground utility plans shall be reviewed and approved by the Public Works Director. Any costs associated with the installation of underground utilities required by the utility companies shall be solely borne by the Developer. The Developer agrees to comply with applicable requirements of franchise ordinances in effect in the City, copies of which are available from the City Clerk.

3.06. Street Cleaning. Developer shall contract with a street cleaning firm to provide street cleaning services within and immediately adjacent to the Property. A copy of said contract shall be submitted to and approved by the City prior to the issuance of a grading permit. This contract shall name City as an

authorized agent to order street cleaning services as City deems necessary. The cost of street cleaning under the contract shall be paid for by Developer. During development of the Property, the Developer shall clean dirt and debris from streets adjoining or within its development on a weekly basis that has resulted from construction work by the Developer, its contractors, subcontractors, agents, or assigns. After 24 hours' telephone notice to the Developer's owner's representative, the City may complete or contract to complete the clean-up at the Developer's expense. The City may draw down on the Escrow or Security to pay such costs.

3.07. Construction Hours; Noise; Dust. Developer will comply with all requirements of the City pertaining to the hours and days during which construction activities may take place. Unless otherwise approved in writing by the City Administrator, construction hours shall be 7:00 a.m. to 7:00 p.m. Monday through Friday and 9:00 a.m. to 5:00 p.m. on Saturday, and upon request, due to construction delays out of the Developer's control, extended Saturday hours and Sunday hours established by the City Administrator. The Developer shall not be permitted to work on construction of the Improvements on holidays, except in the case of emergencies. The Developer shall provide dust control to the satisfaction of the City Engineer.

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

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

3.10. Other Approvals. In addition to the City Approvals, other governmental agencies have reviewed and approved components of the Plans, if required. It is the responsibility of the Developer to ensure that all permits from appropriate governmental agencies are received prior to beginning construction of any Improvements.

3.11. Final Plat. The Developer shall record the Final Plat for Edgewater Cove in the land records office for Hennepin County, Minnesota within 30 days of its release by the City to the Developer. Developer shall provide a copy of said recording to the City.

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

3.13. Miscellaneous Obligations. Developer shall comply with the terms and conditions set forth in this Agreement and following ordinances and resolutions pertaining to the Development: *Ordinance No. 2026-01, Resolution No. 2026-03, Resolution No. 2026-05, and Resolution No. 2026-___*. The Developer shall be responsible for maintaining Outlot A as a stormwater management facility in accordance with the Stormwater Maintenance Agreement until final acceptance of public utilities. After final acceptance, the Developer shall convey Outlot A to the City.

3.14. Homeowners Association Obligations. The Homeowners Association (HOA) will maintain landscaping and any irrigation improvements required by the Approved Plans. The Developer shall provide a copy of the HOA bylaws for providing said maintenance for approval by the City.

3.15. Special Provisions. The following special provisions shall apply to the development:

A. The Developer must obtain a sign permit from the City building official prior to installation of any subdivision identification signs.

B. The Developer shall supply a complete set of the approved construction plans in an AutoCAD .DWG electronic file format before the preconstruction conference.

C. The Developer shall include the "City of Rogers Standard Details and Specifications" (all applicable sections) in the contract documents of their improvement project.

D. Additional Special Provisions:

1. Encroachment agreements will be required for retaining walls in a drainage and utility easement.
2. Encroachment agreements will be required for monument signs proposed in drainage and utility easements.
3. No retaining walls are permitted in trail easements.
4. All retaining walls over four feet shall require issuance of a building permit and a three-foot fence installed on top of the wall.
5. Obtain all required Hennepin County right-of-way construction permits.
6. Obtain all Elm Creek Watershed Management Commission approvals.
7. Obtain MDH, MPCA, and MCES permits.
8. All development shall conform to the PUD standards established by Ordinance No. 2026-01.

ARTICLE FOUR

DEFAULT AND REMEDIES

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

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

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

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

4.05. Attorney Fees. The Developer will pay the City's costs and expenses, including attorneys' fees, in the event a suit or action is brought to enforce the terms of this Agreement or in the event an action is brought upon a bond or letter of credit furnished by the Developer as provided herein.

ARTICLE FIVE

MISCELLANEOUS PROVISIONS

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

5.02. Assignment. The Developer may not transfer or assign any of its obligations under this Agreement without the prior written consent of the City, which shall not be unreasonably withheld.

5.03. Agreement to Run with Land. The Developer agrees to record this Agreement among the land records of Hennepin County, Minnesota contemporaneously with recording the Final Plat of Edgewater Cove and corresponding Final Plat Resolution No. 2026-___. The provisions of this Agreement shall run with the land and be binding upon the Developer and its successors in interest. Notwithstanding the foregoing, no conveyance of the Subject Property or any part thereof shall relieve the Developer of its personal liability for full performance of this Agreement unless the City expressly so releases the Developer in writing.

5.04. Release. Upon completion of Improvements, the City's issuance of the Final Approval, and satisfaction of all of the Developer's obligations under this Agreement, which shall be evidenced by the expiration of the maintenance bond required by Section 1.08 of this Agreement, the City agrees to execute a Certificate of Completion or other recordable instrument releasing the Subject Property from the terms of this Agreement.

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

5.06. Notices. All notices, certificates, or other communications required to be given to City or Developer hereunder shall be deemed given (i) on the same day if personally delivered, (ii) one (1) day after being deposited with a nationally recognized overnight air courier, or (iii) two (2) business days after

mailing by certified or registered mail, return receipt requested, with postage fully pre-paid and addressed as follows:

CITY:

City of Rogers

22350 South Diamond Lake Road

Rogers, MN 55374

Telephone: (763) 428-2253

Attn: Steve Stahmer, City Administrator

DEVELOPER:

Pulte Homes of Minnesota, LLC

1650 W 82nd St, Suite 300, Bloomington, MN 55431

Attn: Chad Onsgard, VP of Land Development

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

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

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

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

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

5.11. Non-waiver. Each right, power, or remedy conferred upon the City or the Developer by this Agreement is cumulative and in addition to every other right, power, or remedy, express or implied, now or hereafter arising, or available to the City or the Developer at law or in equity, or under any other agreement.

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

[This page intentionally left blank.]

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

PULTE HOMES OF MINNESOTA, LLC

_____

Chad Onsgard

Its *VP of Land Development*

STATE OF MINNESOTA)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____ 2026, by Chad Onsgard, VP of Land Development of Pulte Homes of Minnesota, LLC, a Minnesota limited liability company, on behalf of the company.

_____

Notary Public

CITY OF ROGERS

_____
Shannon Klick
Its *Mayor*

_____
Stacie Brown
Its *City Clerk*

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026 by Shannon Klick and by Stacie Brown, the Mayor and City Clerk, respectively, of the City of Rogers, a Minnesota municipal corporation, on behalf of the corporation.

_____
Notary Public

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

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Existing Legal Description

Outlot B, Edgewater Second Addition, according to the recorded plat thereof, Hennepin County, Minnesota;

Less and Except that portion as conveyed in that certain Warranty Deed filed of record on November 1, 2023, as Document No. 11242623.

Note: Property is Abstract.

Proposed Legal Description (Final Plat)

All lots and blocks and outlots, EDGEWATER COVE, Hennepin County, Minnesota, according to the plat thereof.

EXHIBIT B

FEES, IMPROVEMENT COSTS & FINANCIAL SECURITIES

2026 EXHIBIT B
EDGEWATER COVE

DEVELOPMENT INFORMATION	
Acres (Net)	26.85
Units	57.00
Lots (57Units + 1 Outlot)	58.00

SECTION 1: PLATTING FEES OWED (CREDITS)	COST	PER ACRE/UNIT/LOT	AMOUNT DUE	NOTES
Water Trunk	$ 3,000.00	Per Acre	$ 80,550.00	
Sanitary Sewer Trunk	$ 2,600.00	Per Acre	$ 69,810.00	
Storm Sewer Trunk	$ 2,400.00	Per Acre	$ 64,440.00	
Park Dedication	$ 6,000.00	Per Unit	$ 342,000.00	
Subdivision GIS Data Entry Fee	$ 50.00	Per Acre	$ 1,342.50	
Lot Origination Fee	$ 350.00	Per Lot	$ 20,300.00	
Subtotal Platting Fees			**$ 578,442.50**	
Total Platting Fees			**$ 578,442.50**	

SECTION 2: ADMINISTRATIVE AND DEVELOPMENT RELATED COSTS	AMOUNT DUE	NOTES
Administrative	$ 46,854.00	3% of Construction - Public Improvements
Total Administrative and Development Related Costs	**$ 46,854.00**	

SECTION 3: IMPROVEMENT COSTS	LETTER OF CREDIT	ESCROW	NOTES
Engineering - Onsite Field Inspection		$ 80,812.00	3% of Total Improvements - Engineering
Legal		$ 2,500.00	City Attorney - Contract
Planning		$ 4,000.00	City Planner
Non-Public Improvements			
Landscaping	$ 57,000.00		
Construction - Site (Grading & Erosion Control)	$ 1,074,921.00		
Public Improvements Dedicated to the City			
Construction - Road Improvements	$ 588,882.00		
Construction - Utility Improvements (Storm Sewer)	$ 416,212.00		
Construction - Utility Improvements (Water Main)	$ 297,357.00		
Construction - Utility Improvements (Sanitary Sewer)	$ 259,348.00		
Total Improvement Costs	**$ 1,618,799.00**	**$ 87,312.00**	

SECTION 4: LOC / ESCROW / FEES REQUIRED	LETTER OF CREDIT	FEES/ ESCROW	NOTES
Escrow			
Section 1: Platting Fees		$ 578,442.50	
Section 2: Administrative Fees		$ 46,854.00	
Section 3: Cash Escrow		$ 96,043.00	110% of Cash Escrow Subtotal
Security			
Section 3: Letter of Credit	$ 3,757,600.00		125% Non Public Improvements / 150% Improvements Dedicated to City
Total Letter of Credit and Cash Required	**$ 3,757,600.00**	**$ 721,339.50**	

EXHIBIT C

PLANS UNDER REVIEW (TITLE SHEET)

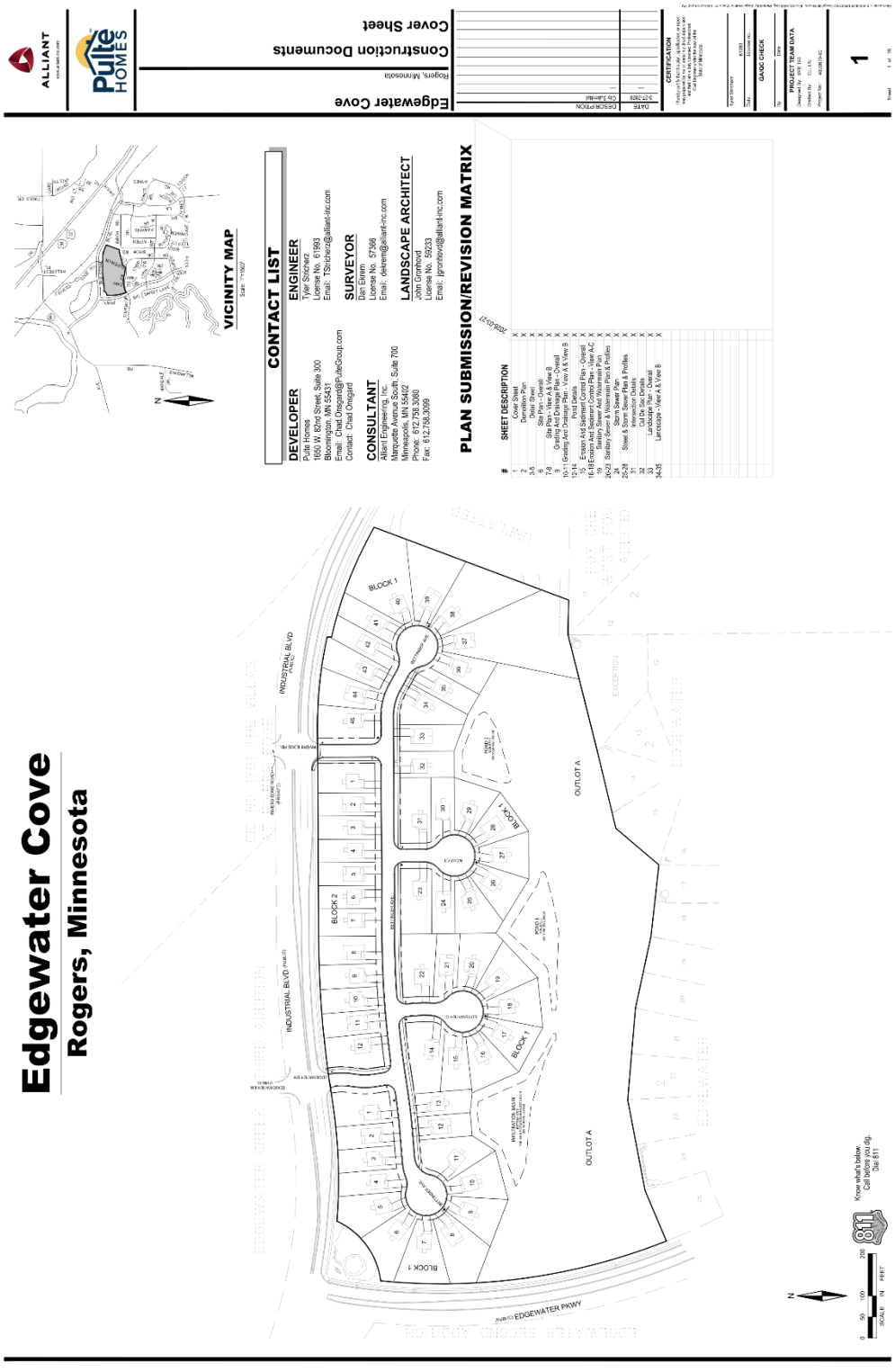


EXHIBIT D

CONSENT

_____ ("Bank") holds a mortgage encumbering the Property.

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

_____

Dated: _____, 20__

By: _____

Its: _____

ACKNOWLEDGEMENT FOR BANK

STATE OF MINNESOTA)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by _____, the _____ of _____, a _____ under the laws of _____, on behalf of the _____.

_____

Notary Public

[Developer to provide the required consents]

STORMWATER MAINTENANCE AGREEMENT

EDGEWATER COVE

THIS AGREEMENT is made this ___ day of ____, 2026 by and between the City of Rogers, a municipal corporation under the laws of Minnesota ("City"), located at 22350 S. Diamond Lake Rd., Rogers, Minnesota 55374, and Pulte Homes of Minnesota, LLC, a Minnesota limited liability company, located at 1650 W. 82nd St., Suite 300, Bloomington, MN 55431 ("Developer").

RECITALS

A. This Stormwater Maintenance Agreement applies to EDGEWATER COVE ("Development") which consists of approximately 18.7 gross acres and is described as EDGEWATER COVE, according to the recorded plat thereof ("Subject Property") and legally described as attached in Exhibit A.

B. The Developer is the fee title owner of the Subject Property.

C. The City Council approved the Preliminary Plat and Master Development Plan for EDGEWATER COVE, a 57-lot single-family residential development ("Development") by Resolution No. 2026-05 on January 27, 2026. The Final Plat for EDGEWATER COVE was approved by Resolution No. 2026-52 on May 26, 2026 (collectively, "City Approvals"). The City Engineer will approve the Grading and Utility Plans prior to construction.

D. The Developer intends to construct within the Drainage and Utility Easement area ("Easement Area"), as described in Exhibit B and illustrated in the Final Plat document, certain stormwater improvements ("Stormwater Improvements") as depicted in Exhibit C for the benefit of the Subject Property.

E. The City has entered into an agreement with the Developer for the construction and maintenance of the Stormwater Improvements.

F. The Elm Creek Watershed Management Commission requires permanent provisions for handling of storm runoff, including provisions for operation and maintenance of all stormwater runoff facilities and ponds, and such provisions are to be set forth in an agreement to be recorded in the real estate records.

G. The City and the Developer intend to comply with certain conditions, including entering into a maintenance agreement regarding the Stormwater Improvements.

H. In consideration of the mutual covenants of the parties set forth herein and other valuable consideration, the City and the Developer now desire to enter into this Stormwater Maintenance Agreement ("Agreement") setting forth certain requirements and obligations relating to the Stormwater Improvements of the Subject Property.

AGREEMENT

1. **Maintenance of the Stormwater Improvements.** The Developer and its successors or assigns as fee owner of the Property shall be responsible for maintaining the Stormwater Improvements and for observing all drainage laws governing the operation and maintenance of the

Stormwater Improvements. The Developer shall inspect Stormwater Improvements as scheduled in Exhibit D. The Developer shall make all such scheduled inspections, keep record of all inspections and maintenance activities, and submit such records annually to the City. The cost of all inspections and maintenance, including skimming and cleaning of the Stormwater Improvements, shall be the obligation of the Developer and its successors or assigns as the fee owner of the Property.

2. **City's Maintenance Rights.** The City may maintain the Stormwater Improvements, as provided in this paragraph, if the City reasonably believes that the Developer or its successors or assigns has failed to maintain the Stormwater Improvements in accordance with applicable drainage laws and other requirements and such failure continues for 60 days after the City gives the Developer written notice of such failure. The Developer shall accept and adequately maintain and inspect the stormwater management facilities located within the City of Rogers drainage and utility easements. This includes all pipes and ditches built to convey stormwater to the facility, as well as structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as good working condition so that these facilities are performing their design functions. The City's notice shall specifically state which maintenance tasks are to be performed. If the Developer does not complete the maintenance tasks within 60 days after such notice is given by the City, the City shall have the right to enter upon the Easement Area to perform such maintenance tasks. In such case, the City shall send an invoice of its reasonable maintenance costs to the Developer or its successors or assigns, which shall include all staff time, engineering and legal and other costs and expenses incurred by the City. If the Developer or its assigns fails to reimburse the City for its costs and expenses in maintaining the Stormwater Improvements within 30 days of receipt of an invoice for such costs, the City shall have the right to assess the full cost thereof against all of the lots within the Property. The Developer, on behalf of itself and its successors and assigns, acknowledges that the maintenance work performed by the City regarding the Stormwater Improvements benefits the lots in the Property in an amount which exceeds the assessment and hereby waives any right to hearing or notice and the right to appeal the assessments otherwise provided by Minnesota Statutes Chapter 429. Notwithstanding the foregoing, in the event of an emergency, as determined by the City Engineer, the 60-day notice requirement to the Developer for failure to perform maintenance tasks shall be and hereby is waived in its entirety by the Developer, and the Developer shall reimburse the City and be subject to assessment for any expense so incurred by the City in the same manner as if written notice as described above had been given.

3. **Hold Harmless.** The Developer hereby agrees to indemnify and hold harmless the City and its agents and employees against any and all claims, demands, losses, damages, and expenses (including reasonable attorneys' fees) arising out of or resulting from the Developer's or the Developer's agents' or employees' negligent or intentional acts, or any violation of any safety law, regulation, or code in the performance of this Agreement, without regard to any inspection or review made or not made by the City, its agents or employees or failure by the City, its agents or employees to take any other prudent precautions. In the event the City, upon the failure of the Developer to comply with any conditions of this Agreement, performs said conditions pursuant to its authority in this Agreement, the Developer shall indemnify and hold harmless the City, its employees, agents, and representatives for its own negligent acts in the performance of the Developer's required work under this Agreement, but this indemnification shall not extend to intentional or grossly negligent acts.

4. **Costs of Enforcement.** The Developer agrees to reimburse the City for all costs incurred by the City in the enforcement of this Agreement, or any portion thereof, including court costs and reasonable attorneys' fees.

5. **Notice.** All notices required under this Agreement shall either be personally delivered or be sent by certified or registered mail and addressed as follows:

CITY:

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

DEVELOPER:

Pulte Homes of Minnesota, LLC
1650 W 82nd St, Suite 300,
Bloomington, MN 55431
Attn: Chad Onsgard, VP of Land Development

All notices given hereunder shall be deemed given when personally delivered or two business days after being placed in the mail properly addressed as provided herein.

6. Successors. All duties and obligations of Developer under this Agreement shall also be duties and obligations of Developer's successors and assigns. The terms and conditions of this Agreement shall run with the Property.

7. Effective Date. This Agreement shall be binding and effective as of the date hereof.

[Balance of this page intentionally left blank]

PULTE HOMES OF MINNESOTA, LLC

_____
Chad Onsgard
Its *VP of Land Development*

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____ 2026, by David Von Ruden, Land Development Manager of Pulte Homes of Minnesota, LLC, a Minnesota limited liability company, on behalf of the company.

_____
Notary Public

[Balance of this page intentionally left blank]

CITY OF ROGERS

_____
Shannon Klick
Its Mayor

_____
Stacie Brown
Its Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026 by Shannon Klick and by Stacie Brown, the Mayor and Clerk, respectively, of the City of Rogers, a Minnesota municipal corporation, on behalf of the corporation.

_____
Notary Public

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

EXHIBIT A

EDGEWATER COVE

LEGAL DESCRIPTION OF THE PROPERTY

All lots and blocks and outlots, EDGEWATER COVE, Hennepin County, Minnesota, according to the plat thereof.

EXHIBIT B

EDGEWATER COVE

LEGAL DESCRIPTION OF DRAINAGE AND UTILITY EASEMENTS

Legal Description

Outlot A, EDGEWATER COVE, Hennepin County, Minnesota.

EXHIBIT C

EDGEWATER COVE

DEPICTION OF STORMWATER IMPROVEMENTS

[Stormwater Improvement Drawing to be inserted here]

EXHIBIT D

EDGEWATER COVE

STORMWATER MAINTENANCE AGREEMENT

Inspection Schedule for Stormwater Improvements

Debris clean-out	Monitor and clean out annually.
Sediment removal in basin	Monitor annually and clean out when sediment occupies 50% of storage volume.
Vegetation	Monitor annually; remove undesirable vegetation as needed. Media filters with grass cover will be mowed as needed during the growing season to maintain maximum grass heights less than 12 inches.
Inlet	Monitor annually and repair as needed.
Outlet	Monitor annually and repair as needed.
Sump manholes	Monitor annually, remove sediment annually, and repair as needed.
Pump system	Maintain pump system per manufacturer's guidelines.
Distribution system	Repair/replace as needed and blow out irrigation system annually.
Treatment system	Monitor annually, clean and repair as needed. When the filtering capacity of the filter diminishes substantially (i.e., when water ponds on the surface of the filter bed for more than 48 hours), the top few inches of discolored material will be removed and replaced with fresh material. The removed sediments will be disposed of in an acceptable manner (i.e., landfill).

C.R. DOC. NO. _____

EDGEWATER COVE

KNOW ALL PERSONS BY THESE PRESENTS: That Pulte Homes of Minnesota, LLC, a Minnesota limited liability company, owner of the following described property:

OUTLOT B, EDGEWATER SECOND ADDITION

EXCEPT that part of said Outlot B lying southeasterly of the following described line:

Commencing at the northeast corner of Lot 12, Block 2, Edgewater, according to the recorded plat thereof, Hennepin County Minnesota, also being a corner of said Outlot B; thence North 00 degrees 32 minutes 36 seconds West, plat bearing, along the east line of said Outlot B, a distance of 188.09 feet to the southeast corner of the Northeast Quarter of Section 16, Township 120, Range 23 and the point of beginning of the line to be described; thence South 75 degrees 51 minutes 41 seconds West, a distance of 284.30 feet to the most northerly corner of Lot 14, Block 2 of said plat of Edgewater and terminating thereat,

Has caused the same to be surveyed and platted as EDGEWATER COVE and does hereby dedicate to the public for public use the public ways and the drainage and utility easements as created by this plat.

In witness whereof said Pulte Homes of Minnesota LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this _____ day of _____, 20___.

Signed: Pulte Homes of MInnesota LLC

By: _____ , Chief Manager
Jamie Tharp

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me on _____ day of _____, 20___ by Jamie Tharp, Chief Manager of Pulte Homes of Minnesota LLC, a Minnesota limited liability company, on behalf of the company.

_____
Signature of Notary

_____
Printed Name

Notary Public, _____ County, _____

My Commission Expires _____

I Daniel Ekrem do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 20___.

REVIEW COPY
Daniel Ekrem, Licensed Land Surveyor
Minnesota License No. 57366

STATE OF MINNESOTA

COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 20___, by Daniel Ekrem.

_____
Signature of Notary

_____
Printed Name

Notary Public, _____ County, Minnesota

My Commission Expires _____

CITY COUNCIL, CITY OF ROGERS, MINNESOTA

This plat of EDGEWATER COVE was approved and accepted by the City Council of the City of Rogers at a regular meeting thereof held this _____ day of _____, 20___, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

City Council, City of Rogers, Minnesota

by _____, Mayor by _____, Clerk

COUNTY AUDITOR, Hennepin County, Minnesota

I hereby certify that taxes payable in 20___ and prior years have been paid for land described on this plat, dated this _____ day of _____, 20___.

Daniel Rogan, County Auditor

by _____, Deputy

SURVEY DIVISION
Hennepin County, Minnesota

Pursuant to MN. STAT. Sec. 383B.565 (1969), this plat has been approved this _____ day of _____, 20___.

Chris F. Mavis, County Surveyor

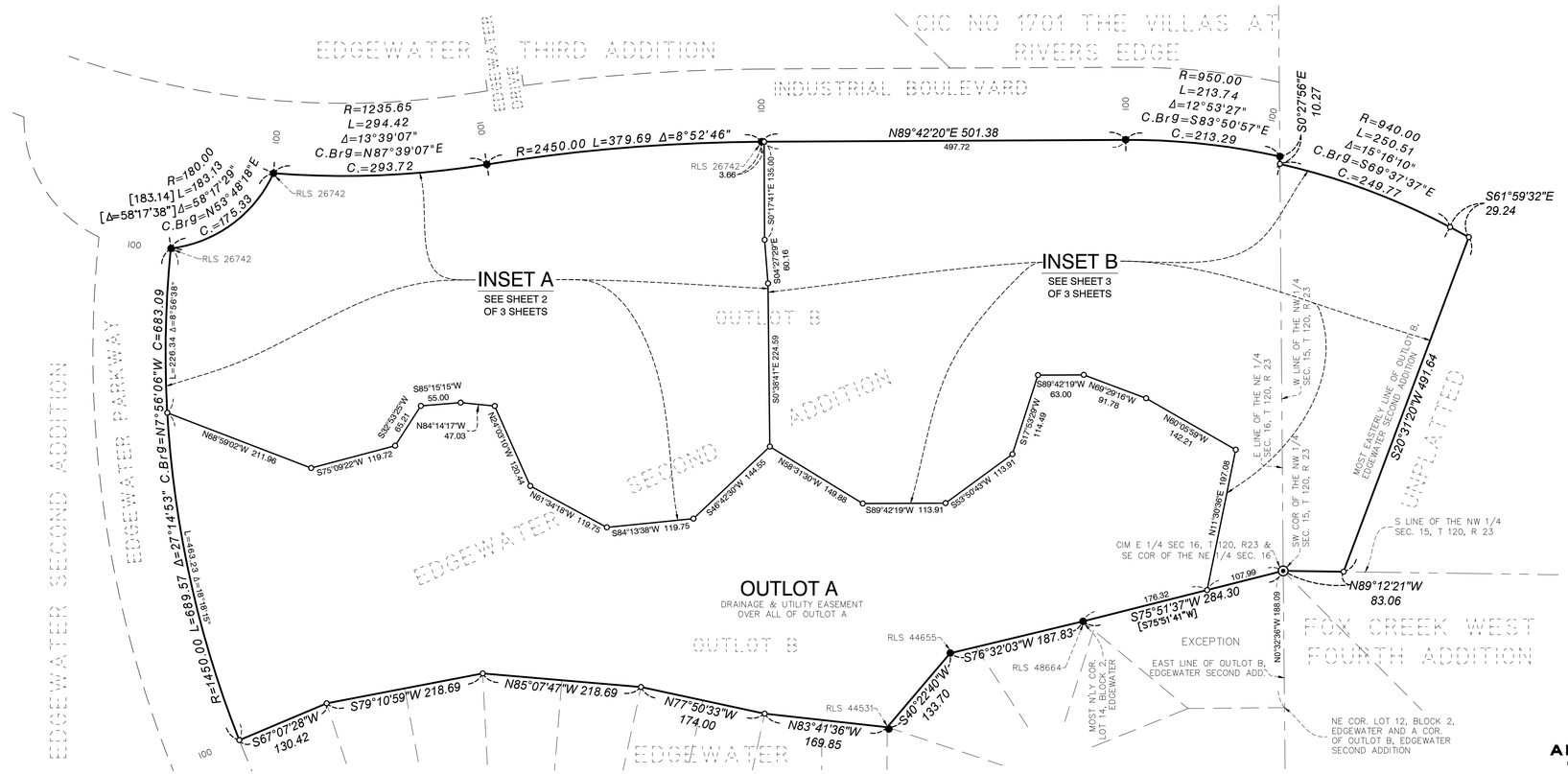
by _____

COUNTY RECORDER
Hennepin County, Minnesota

I hereby certify that the within plat of EDGEWATER COVE was recorded in this office this _____ day of _____, 20___, at ____ o'clock ___ .M.

Amber Bougie, County Recorder

by _____, Deputy



THE ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE HENNEPIN COUNTY COORDINATE SYSTEM NAD 83 (86).

- ⦿ Denotes found section corner
- ● Denotes monument found 1/2 inch iron pipe
- ○ Denotes 1/2 inch x 18 inch iron monument set marked by license no. 57366 unless otherwise shown
- [ ] Denotes Deed Dimension

FOR REVIEW ONLY
PRELIMINARY
NOT FOR CONSTRUCTION

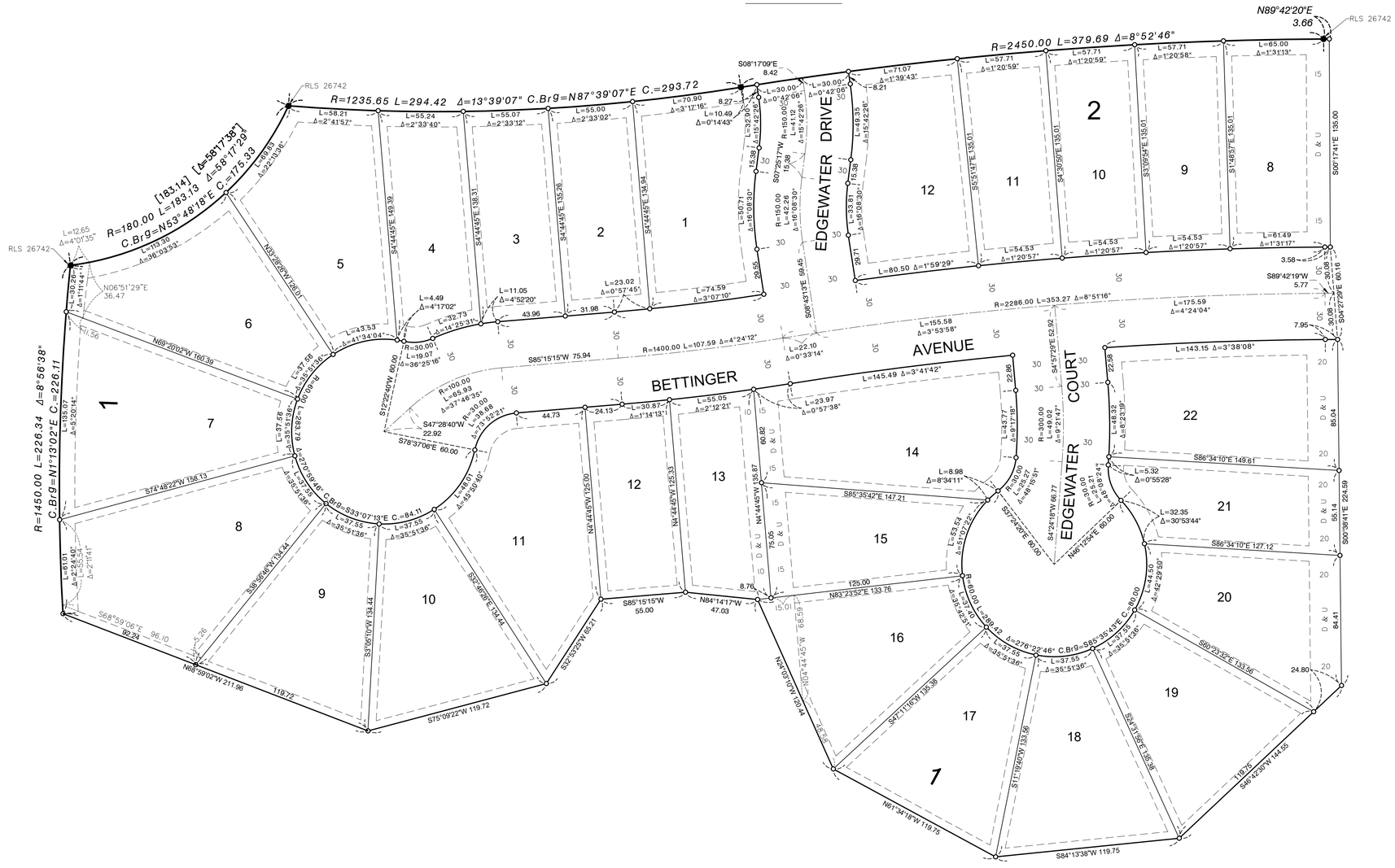
0 50 100 200
SCALE IN FEET

ALLIANT ENGINEERING

C.R. DOC. NO. _____

EDGEWATER COVE

INSET A



THE ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE HENNEPIN COUNTY COORDINATE SYSTEM NAD 83 (86).

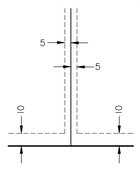
- ⦿ Denotes found section corner
- ● Denotes monument found 1/2 inch iron pipe
- ○ Denotes 1/2 inch x 18 inch iron monument set marked by license no. 57366 unless otherwise shown
- D & U Denotes Drainage and Utility Easement
- [ ] Denotes Deed Dimension

FOR REVIEW ONLY

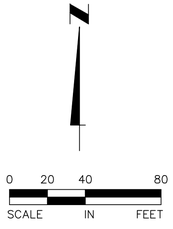
PRELIMINARY

NOT FOR CONSTRUCTION

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



Being 5 feet in width and adjoining lot lines and 10 feet in width and adjoining right of way lines, unless otherwise indicated on the plat.



ALLIANT ENGINEERING

C.R. DOC. NO. _____

EDGEWATER COVE

INSET B

DETAIL A
NOT TO SCALE

THE ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE HENNEPIN COUNTY COORDINATE SYSTEM NAD 83 (86).

- ⊙ Denotes found section corner
- ● Denotes monument found 1/2 inch iron pipe
- ○ Denotes 1/2 inch x 18 inch iron monument set marked by license no. 57366 unless otherwise shown
- D & U Denotes Drainage and Utility Easement
- [ ] Denotes Deed Dimension

FOR REVIEW ONLY
PRELIMINARY
NOT FOR CONSTRUCTION

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:

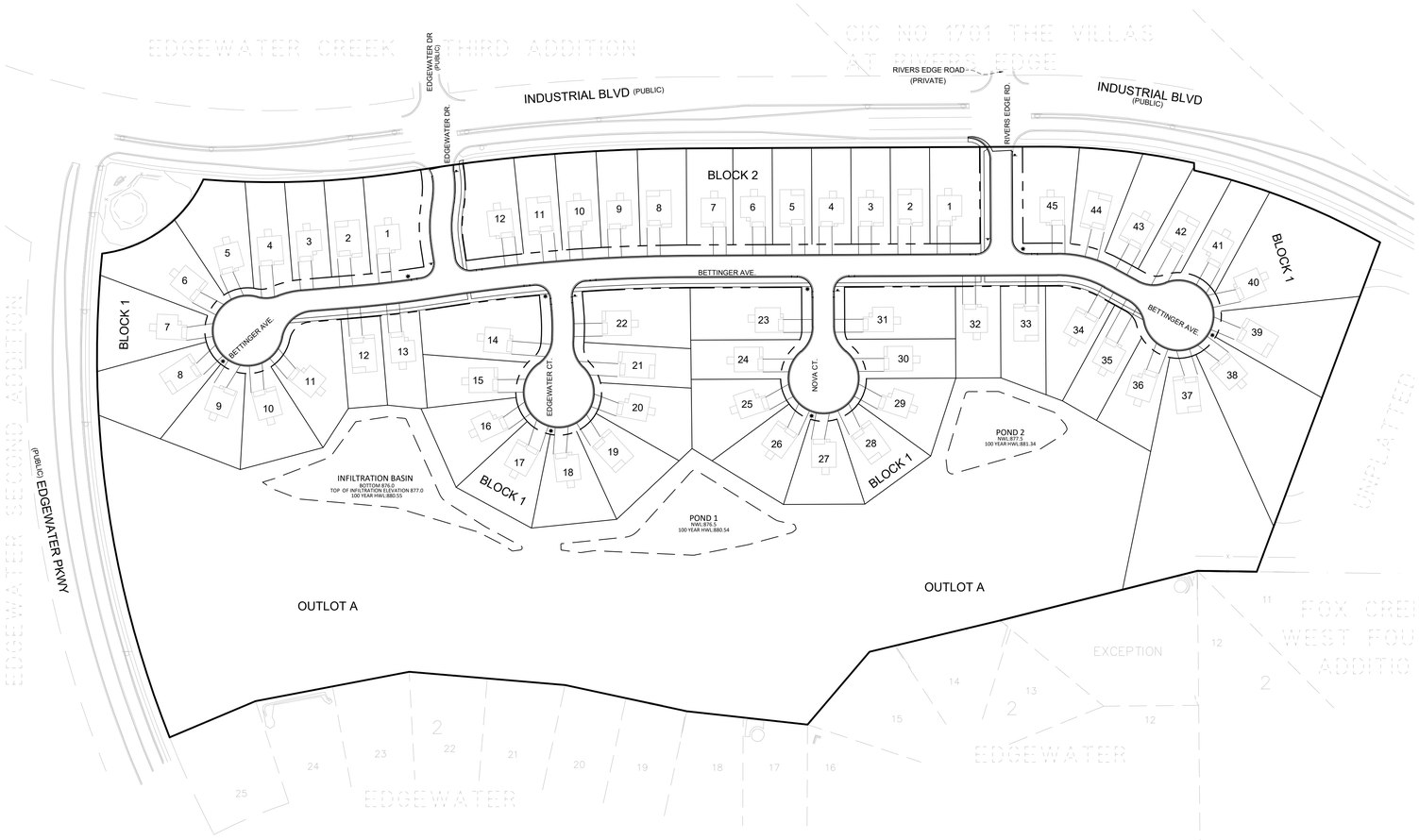
Being 5 feet in width and adjoining lot lines and 10 feet in width and adjoining right of way lines, unless otherwise indicated on the plat.

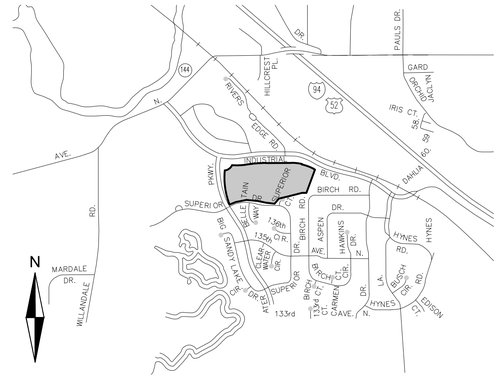
SCALE 0 20 40 80 IN FEET

ALLIANT ENGINEERING

Edgewater Cove

Rogers, Minnesota





VICINITY MAP

Scale: 1"=1500'

CONTACT LIST

DEVELOPER
Pulte Homes
1650 W. 82nd Street, Suite 300
Bloomington, MN 55431
Email: Chad.Onsgard@PulteGroup.com
Contact: Chad Onsgard

CONSULTANT
Alliant Engineering, Inc.
Marquette Avenue South, Suite 700
Minneapolis, MN 55402
Phone: 612.758.3080
Fax: 612.758.3099

ENGINEER
Tyler Stricherz
License No. 61993
Email: TStricherz@alliant-inc.com

SURVEYOR
Dan Ekrem
License No. 57366
Email: dekrem@alliant-inc.com

LANDSCAPE ARCHITECT
John Gronhovd
License No. 59233
Email: jgronhovd@alliant-inc.com

PLAN SUBMISSION/REVISION MATRIX

#	SHEET DESCRIPTION	2026-03-27
1	Cover Sheet	X
2	Demolition Plan	X
3-5	Detail Sheet	X
6	Site Plan - Overall	X
7-8	Site Plan - View A & View B	X
9	Grading And Drainage Plan - Overall	X
10-11	Grading And Drainage Plan - View A & View B	X
12-14	Pond Details	X
15	Erosion And Sediment Control Plan - Overall	X
16-18	Erosion And Sediment Control Plan - View A-C	X
19	Sanitary Sewer And Watermain Plan	X
20-23	Sanitary Sewer & Watermain Plan & Profiles	X
24	Storm Sewer Plan	X
25-28	Street & Storm Sewer Plan & Profiles	X
31	Intersection Details	X
32	Cul De Sac Details	X
33	Landscape Plan - Overall	X
34-35	Landscape - View A & View B	X

ALLIANT
www.alliant-inc.com

Pulte HOMES

Edgewater Cove
Rogers, Minnesota
Construction Documents
Cover Sheet

DESCRIPTION	DATE
City Submittal	3-27-2026

CERTIFICATION

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

Tyler Stricherz
61993
Date License no.

QA/QC CHECK

By Date

PROJECT TEAM DATA

Designed By: MPR, TAS
Drafted By: ELL, LRJ
Project No.: 4000670-00

1

Sheet 1 of 35

File Location: X:\4000670-00\001\x64\Design\00 Sheets - Final\COV1R.dwg Plotted By: Jorgen Holl on March 27, 2026 at 3:45:53 PM

STAFF REPORT **Meeting Date**: May 26, 2026

ROGERS CITY COUNCIL **Agenda Item**: 5.15

Subject: Approve Resolution 2026-53, Final Plat for Northview Preserve 2nd Addition, and Authorize Execution of Related Agreements.
Prepared By: Alec Henderson, City Planner

Recommended Council Action
Approve Resolution No. 2026-53, Approving the Final Plat for Northview Preserve 2nd Addition
Authorize the execution of the Subdivision Agreement and Stormwater Maintenance Agreement for Northview Preserve 2nd Addition.

Overview / Background / Analysis

On April 14, 2026, the City Council approved the following action related to the Northview Preserve 2nd Addition development by Summergate Companies LLC:

- Resolution No. 2026-34 – Approval of the Preliminary Plat for Northview Preserve 2nd Addition, a 10-lot single-family residential development on approximately 4.74 gross acres located at 22885 Territorial Road (PID 22-120-23-33-0004), immediately west of the approved Northview Preserve plat.

The City and Developer previously executed an Early Grading Agreement to allow site preparation activities to commence in advance of Final Plat approval. Summergate Companies LLC has now submitted a Final Plat application for Northview Preserve 2nd Addition. The Final Plat is consistent with the approved Preliminary Plat and conforms to all R2 zoning standards. The plat includes 10 single-family lots and Outlot A, which will function as the development's stormwater management area (filtration basin/Pond 10).

Public infrastructure plans are being reviewed by the City Engineer and will be consistent with City engineering requirements. Elm Creek Watershed Management Commission approval of the stormwater management plan is a condition of approval. The Final Plat, Subdivision Agreement, Stormwater Maintenance Agreement, and required financial securities must all be executed prior to recording the plat.

Staff Recommendation

Staff recommends approving Resolution No. 2026-53, Approving the Final Plat for Northview Preserve 2nd Addition,

Staff recommends authorizing the execution of the Subdivision Agreement and Stormwater Maintenance Agreement.

Financial Impact: NA **Source Fund**: NA

Budgeted? N/A

Supporting Documentation

A. Resolution_2026-53_Final_Plat_NP2
B. Subdivision_Agreement_Northview_Preserve_2nd
C. Stormwater_Maintenance_Agreement_Northview_Preserve_2nd
D. TITLE PAGE Northview Preserve 2nd Addition Combined Construction Plans REV 1
E. 26-04-22 0033874.01-Northview2nd

RESOLUTION NO. 2026-53

A RESOLUTION GRANTING APPROVAL OF THE FINAL PLAT FOR NORTHVIEW PRESERVE 2ND ADDITION

WHEREAS, the Summergate Companies LLC ("Developer") submitted an application requesting approval of a Final Plat for NORTHVIEW PRESERVE 2ND ADDITION ("Plat") for the approximate 4.74 acre parcel at 22885 Territorial Rd with PID 22-120-23-33-0004 and legally described on Exhibit A (the "Subject Property/Property"); and,

WHEREAS, the Developer is proposing to plat the property into 10 single-family lots and one outlot to accommodate a single-family residential development of the area as shown in Exhibit B; and,

WHEREAS, the Subject Property contains approximately 4.74 gross acres, is guided as Low Density Residential in the 2040 Comprehensive Plan, and is within the Single-Family Residential (R2) zoning district; and

WHEREAS, the proposed Final Plat is consistent with the 2040 Comprehensive Plan and current zoning regulations for the City; and

WHEREAS, pursuant to Minnesota Statute §462.358, the City Council approved the Preliminary Plat for NORTHVIEW PRESERVE 2ND ADDITION by Resolution No. 2026-34 on April 14, 2026; and

WHEREAS, the Final Plat is consistent with the approved Preliminary Plat; and

WHEREAS, the Developer has submitted construction plans and financial securities consistent with the requirements of the Subdivision Agreement; and

WHEREAS, an Early Grading Agreement was previously executed by the City and Developer to authorize site preparation activities in advance of Final Plat approval; and

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF ROGERS, MINNESOTA, that the Final Plat, NORTHVIEW PRESERVE 2ND ADDITION, is hereby approved subject to the following conditions:

1. The Developer shall comply with the plat opinion and complete revisions to the Plat as may be required by the City Attorney prior to the recording of the Final Plat.
2. The subdivision will be subject to the review and comments by Hennepin County.
3. The Developer shall adequately address comments from the City Engineer and make plan changes as deemed necessary by the City Engineer and Public Works Department.
4. The Developer shall satisfy comments from the Fire Chief and/or Fire Marshal.

5. The Stormwater and Grading Plans shall be subject to review and approval by the Elm Creek Watershed Management Commission and City Engineer.
6. The Developer and City of Rogers shall execute a Subdivision Agreement for the development, identifying the terms and conditions of the development and fees, escrows, and financial security obligations required of the Developer.
7. The Developer and City of Rogers shall execute a Stormwater Maintenance Agreement for the ongoing operation and maintenance of the stormwater management facilities.
8. The Developer shall coordinate with the existing overhead power line/pole removal and relocation with the applicable utility provider prior to construction.
9. All fees, escrows, and financial securities required under the Subdivision Agreement shall be paid or posted prior to release of the Final Plat for recording.
10. The Developer shall record the Final Plat with Hennepin County within 30 days of its release by the City and provide a copy of the recording receipt to the City.

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 _____ day of _____, 2026.

_____
Shannon Klick, *Mayor*

ATTEST:

_____
Stacie Brown, *City Clerk*

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

Existing Legal Description

That part of the West 422.70 feet of the East 808.50 feet of the Southwest 1/4 of the Southwest 1/4 of Section 22, Township 120 North, Range 23 West of the 5th Principal Meridian, lying South of the center line of County Road No. 116, Hennepin County, Minnesota.
AND
The North 247.50 feet of the West 422.70 feet of the East 808.50 feet of the Northwest 1/4 of the Northwest 1/4 of Section 27, Township 120 North, Range 23 West of the 5th Principal Meridian, Hennepin County, Minnesota.

Abstract Property

Proposed Plat

Lots 1 through 10 inclusive, Block 1; and Outlot A; NORTHVIEW PRESERVE 2ND ADDITION, Hennepin County, Minnesota.

EXHIBIT B
FINAL PLAT

NORTHVIEW PRESERVE 2ND ADDITION

C.R. DOC. NO.

KNOW ALL PERSONS BY THESE PRESENTS: That Summergate Development, LLC, a Minnesota limited liability company, owner of the following described property:

That part of the West 467.15 feet of the East 638.50 feet of the Southwest 1/4 of the Southwest 1/4 of Section 23, Township 120 North, Range 23 West of the 5th Principal Meridian, lying South of the center line of County Road No. 116, Hennepin County, Minnesota

AND

The North 247.89 feet of the West 422.76 feet of the East 868.50 feet of the Northwest 1/4 of the Northwest 1/4 of Section 23, Township 120 North, Range 23 West of the 5th Principal Meridian, Hennepin County, Minnesota.

Has caused the same to be surveyed and platted as **NORTHVIEW PRESERVE 2ND ADDITION** and does hereby dedicate to the public for public use the public ways and the drainage and utility easements as created by this plat.

In witness whereof said Summergate Development, LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this _____ day of _____, 20____.

Signed: **SUMMERGATE DEVELOPMENT, LLC**

By _____

Its _____

STATE OF MINNESOTA
COUNTY OF
This instrument was acknowledged before me this _____ day of _____, 20____, by _____, its _____ of Summergate Development, LLC, a Minnesota limited liability company, on behalf of the company.

_____ _____
Signature Date Notary

Notary Public _____ County, Minnesota

My Commission Expires _____

I Ernest M. Wiss Jr. do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly licensed land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on the plat; that all monuments depicted on the plat have been, or will be correctly set within one year and all interior monuments will be correctly set at the time of the completion of all required improvements; and that all water boundaries and wetlands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of the certificate are shown and labeled on this plat; and all public ways are shown and labeled on the plat.

Dated this _____ day of _____, 20____.

_____
Ernest M. Wiss Jr., Land Surveyor
Minnesota License No. 42170

STATE OF MINNESOTA
COUNTY OF
This instrument was acknowledged before me on this _____ day of _____, 20____, by Ernest M. Wiss Jr.

_____ _____
Signature Date Notary

Notary Public _____ County, Minnesota

My Commission Expires _____

CITY COUNCIL, CITY OF ROGERS, MINNESOTA
This plat of **NORTHVIEW PRESERVE 2ND ADDITION** was approved and accepted by the City Council of the City of Rogers, Minnesota at a regular meeting thereof held this _____ day of _____, 20____, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subdivision 2.

CITY COUNCIL, CITY OF ROGERS, MINNESOTA

By _____ By _____
Mayor Clerk

COUNTY AUDITOR Hennepin County, Minnesota
I hereby certify that taxes payable in 20____ and prior years have been paid for land described on this plat, dated this _____ day of _____, 20____.

Daniel Rogan, County Auditor By _____
Deputy

SURVEY DIVISION Hennepin County, Minnesota
Pursuant to MN. STAT. Sec. 383B.565 (1969) this plat has been approved this _____ day of _____, 20____.

Chris T. Mack, County Surveyor By _____

COUNTY RECORDER Hennepin County, Minnesota
I hereby certify that the within plat of **NORTHVIEW PRESERVE 2ND ADDITION** was recorded in this office this _____ day of _____, 20____ at _____ o'clock ____M.

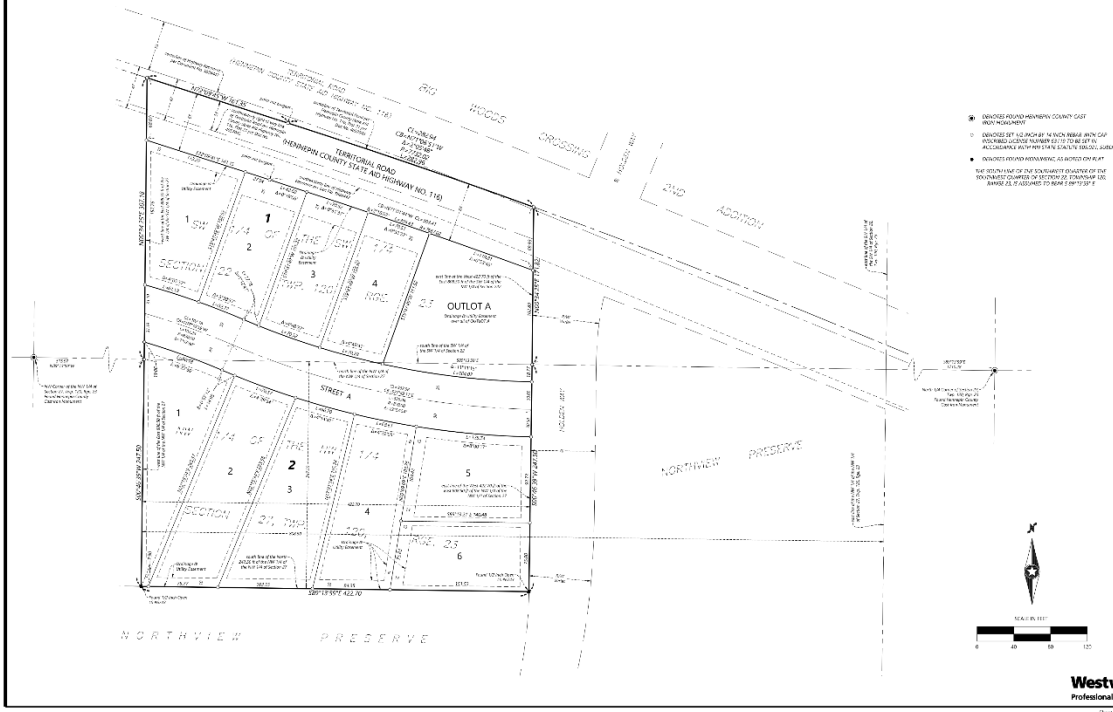
Amber Bougie, County Recorder By _____
Deputy

Westwood
Professional Services, Inc.

Sheet 1 of 2 Sheets

NORTHVIEW PRESERVE 2ND ADDITION

C.R. DOC. NO.



Westwood
Professional Services, Inc.

Sheet 2 of 2 Sheets

SUBDIVISION AGREEMENT
NORTHVIEW PRESERVE 2ND ADDITION

THIS DEVELOPER'S AGREEMENT ("Agreement") is made this _____ day of _____, 2026, by and between the City of Rogers, a municipal corporation under the laws of Minnesota ("City"), located at 22350 Diamond Lake Road, Rogers, Minnesota 55374, and Summergate Companies LLC, a Minnesota Limited Liability Company, located at 17505 Cedar Ave S, Suite 200, Lakeville, MN 55044 ("Developer").

RECITALS

A. The purpose of this Agreement is to set forth the general rights, obligations and duties of the City and the Developer with respect to the development in the City of a residential subdivision, commonly known as "NORTHVIEW PRESERVE 2ND ADDITION." Each phase of the subdivision will enter into a separate agreement.

B. This Subdivision Agreement applies to NORTHVIEW PRESERVE 2ND ADDITION ("Development") which consists of approximately 4.74 acres described according to the recorded plat thereof ("Subject Property") and legally described as attached in Exhibit A.

C. Development of the Subject Property consists of 10 single-family lots and one outlot. The development will occur in a single phase.

D. Pursuant to an approved Preliminary Plat for development of Northview Preserve 2nd Addition by Resolution No. 2026-34, adopted by the City Council April 14, 2026, and an Early Grading Agreement previously executed by the parties, and the Final Plat for Northview Preserve 2nd Addition approved by Resolution No. 2026-53 on May 26, 2026 (collectively, the "City Approvals"). The terms and conditions of the City Approvals are incorporated into this Subdivision Agreement by reference. Development of the Property shall be in conformance with City Code, City Approvals, and this Subdivision Agreement.

E. The City and the Developer now desire to enter into this Agreement setting forth certain requirements and obligations relating to the development of the Subject Property, including but not limited to the execution and recording of certain instruments. This Agreement replaces and supersedes any previous oral agreements, understandings, or negotiations between the parties in relation to the Subject Property, excepting only the Early Grading Agreement previously executed.

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

AGREEMENT

In consideration of each party's promise as set forth in this Agreement, it is mutually agreed as follows:

ARTICLE ONE
CONSTRUCTION OF IMPROVEMENTS; EASEMENTS & RIGHTS OF ENTRY

1.01. **Developer Responsible.** The Developer has submitted its plans and specifications for the Development to the City for the City's review and approval. Developer agrees to construct and pay for the Improvements required for development of the Subject Property, as described in plans and specifications approved by the City Engineer or designee ("Approved Plans"). For the purpose of this Agreement, the Approved Plans shall include the Grading, Erosion Control, Storm Water/SWPPP and Street and Utility Plan Sets as approved by the City Engineer and more specifically set forth in Exhibit C and on file with the City. The Improvements shall be constructed in accordance with City specifications and the Approved Plans. Prior to beginning construction, the Developer or the Developer's engineer shall submit a copy of the Approved Plans to the Public Works Director and shall schedule a preconstruction meeting with all concerned parties, including City staff and engineers, to review the program for construction work. All labor and work will be in strict conformance with the Approved Plans. Any deviation from the Approved Plans must be preapproved in writing by the Public Works Director, which shall not be unreasonably withheld. Developer shall pay for Improvements which costs are estimated and listed in the attached Exhibit B.

1.02. **Staking, Surveying and Inspections.** Developer must provide all required staking and surveying for the Improvements in order to ensure that the completed Improvements conform to the Approved Plans. The Developer will provide for construction inspection and material testing for the Improvements. The Developer shall instruct its engineer to provide full-time field inspection personnel in order for the Developer's engineer to be able to certify that the construction work meets the approved City standards as a condition of City acceptance. In addition, the City may, at the City's discretion and at the Developer's expense, have one or more City inspectors and a soil engineer inspect the work on a full or part-time basis. The designated City inspectors must be notified and present to witness all utility tests. This includes watermain (hydrostatic testing, conductivity testing, disinfection testing), sanitary sewer (trace wire, leakage testing, deflection testing), and any other utility testing as deemed necessary by the City Engineer. Costs incurred by the City for additional inspection activities will be recovered through the Escrow described in Article Two and shall be calculated at 3% of the estimated cost of proposed public improvements, as shown in the attached Exhibit B.

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

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

1.05. **Time of Performance.** The Developer shall install all required public improvements by November 31, 2027, with the exception of the final wear course of asphalt on streets. Failure to perform may result in the City drawing upon the Developer's financial guarantees. The Developer may, however, request an extension of time from the City. Final wear course placement will be allowed in a new housing development only after one freeze-thaw cycle and after a certificate of occupancy has been issued for 75% of the dwelling units. An inspection of the roadway will be performed by the City Engineer or designee prior to wear course placement. Any deficiencies or damage to the street, sidewalk and curb will be noted and will need to be corrected prior to the placement of the wear course.

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

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

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

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

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

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

1.12. **Street Maintenance During Construction.** The Developer shall be responsible for all street maintenance until the streets are accepted by the City. Warning signs shall be placed when hazards develop in streets to prevent the public from traveling on same and to direct attention to detours. If and when streets become impassable, such streets shall be barricaded and closed. In the event residences are occupied prior to completing streets, the Developer shall maintain a smooth surface and provide proper surface drainage to ensure that the streets are passable to traffic and emergency vehicles. The Developer shall be responsible for keeping streets swept clean of dirt and debris. The Developer may request, in writing, that the City keep the streets open during the winter months by plowing snow prior to final acceptance if all of the following conditions are met and verified by the City by October 1st: (i) the street has concrete curb and is paved with the first lift of asphalt;

(ii) at least one house on the street is occupied; and (iii) all manholes and valve boxes (iron) are set below the paved surface. If any one of these conditions is not met, snow removal for the entire season will be the responsibility of the Developer.

1.13. **Demolition.** The Developer shall obtain all required permits and approvals and thereafter remove any existing structures on the Subject Property prior to commencement of the Improvements.

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

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

ARTICLE TWO
FINANCIAL GUARANTY & REQUIRED PAYMENTS

2.01. **Development Costs.** All fees and costs as further set out in Exhibit B must be paid in full to the City prior to the delivery of the Final Plat to Developer for recording.

2.02. **Financial Guaranty, Improvements.** Prior to commencement of construction of the Improvements, the Developer will furnish the City an irrevocable Letter of Credit or cash escrow deposit in an amount equal to 125 percent of non-public Improvements and 150 percent of the Improvements to be dedicated to the City (collectively referred to herein as "Security"), approved by the City Attorney, in the amount as set forth in Exhibit B. If by Letter of Credit, the Security must contain a provision that prohibits the issuer or surety from terminating the Security without first giving 45 days' written notice to the City of the proposed termination or expiration of the Security. The City Administrator may grant a reduction in the Security upon written request by the Developer based upon the value of the completed work at the time of the requested reduction. The Security may not be reduced to less than 10 percent of the original amount until all work required of the Developer by this Agreement has been completed and accepted by the City. The Security shall be released upon the City's issuance of the Final Approval. Upon failure of the Developer to complete the Improvements in accordance with this Agreement, the City may declare the Developer to be in default and the amount of the Security shall be paid over to the City.

Improvement	Reduction	Release
Site grading and erosion control	50% after rough grading and soil stabilization, 90% after testing, inspection, acceptance and approval of submitted as-builts	Project completion and removal of erosion control

Watermain improvements	Value of completed work (not to exceed 90%)	After testing, inspection, acceptance and approval of submitted as-builts
Sanitary sewer improvements	Value of completed work (not to exceed 90%)	After testing, inspection, acceptance and approval of submitted as-builts
Stormwater management facilities	Value of completed work (not to exceed 90%)	After functionality is observed by city staff and approval of submitted as-builts
Street improvements	75% after first lift installed and all curbing installed and backfilled	After acceptance
Sidewalk/trail improvements	Value of completed work (not to exceed 90%)	After acceptance
Wetland and buffer restoration	Value of completed work (not to exceed 90%)	Restoration complete
Landscaping and tree mitigation	20% after full installation	After one full growing season following installation
Subdivision iron monuments		Project completion and land surveyor certifies all irons have been set following site grading and utility and street construction

2.03. **Escrow.** The Developer shall submit an Escrow Receipt Form and escrow for the Development as required by Exhibit B ("Escrow"). This Escrow is to be used by City staff to charge costs of services or materials in connection with activities required under this Agreement as set forth in the attached Exhibit B. If, at any time prior to completion of the development contract administration process, the balance in the Escrow is depleted to less than 10 percent of the originally required Escrow amount, the Developer shall deposit additional funds in the cash escrow account as determined by the City. Developer shall pay additional escrow as reasonably determined by the City within 10 days of written demand. Failure to make payment of the additional escrow amount will permit the City to supplement those amounts from the Security pursuant to Section 2.02 or to issue the Developer a stop work order. The City shall return the unused escrow balance to the Developer no sooner than six (6) months after the acceptance of the Improvements by the City.

ARTICLE THREE
OTHER REQUIREMENTS

3.01. **Indemnification.** Notwithstanding anything to the contrary in this Agreement, the City, its officials, agents and employees shall not be personally liable or responsible in any manner to the Developer, the Developer's contractor or subcontractor, material suppliers, laborers or to any other person or persons and Developer shall hold the City, its officials, agents and employees harmless from any claim, demand, damages, actions or causes of action of any kind or character, including the costs, disbursements, and expenses of

defending the same, which costs may include but are not limited to, attorneys' fees, consulting engineering services, and other technical or professional assistance arising from or related to this Agreement, Developer's performance or non-performance under this Agreement, or the completion of or failure to complete the work required by this Agreement. The Developer further agrees that it will indemnify, defend, and hold harmless the City and its governing body members, officers, and employees, from any claims or actions arising out of the presence, if any, of hazardous wastes or pollutants on the Subject Property, except to the extent caused by the acts or omissions of the City.

3.02. **Insurance.** The Developer must keep insurance in force at all times that construction on the Development is in progress. The insurance must name the City as an additional insured. The Developer shall furnish proof of insurance acceptable to the City, covering any public liability or property damage by reason of the operation of the Developer's equipment, laborers, and hazard caused by the Improvements, including: (a) comprehensive general liability insurance with limits for bodily injury or death not less than $500,000 per person and $1,500,000 per occurrence, and limits for property damage not less than $2,000,000 per occurrence; (b) worker's compensation insurance, with statutory coverage, if applicable; and (c) a Certificate of Insurance filed with the City Clerk prior to commencing site grading. Certificates shall provide that the issuing company shall give 30 days' written notice of cancellation or termination to the Certificate Holder.

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

3.04. **Building Permits and Occupancy.** Building permits shall only be issued upon execution of this Agreement by the City and Developer and all amounts due and securities required under this Agreement are paid to the City, the Final Plat is recorded and a receipt of said recording is provided to the City, and the streets (including curb and gutter installation) needed for access to lots where permits are requested are paved with the base course of bituminous, and the sewer and water service utilities are tested and approved by the City Engineer or designee. The Developer may apply for building permit(s) to construct up to two model homes prior to the completion of the public roads serving the development. Model home sites must be approved by the City Planner and may be no greater than 350 feet from a paved bituminous road. No occupancy of any newly constructed building in said Final Plat shall occur until the base course of bituminous is in place and a certificate of occupancy has been issued by the City Building Official.

3.05. **Underground Utilities.** The Developer shall contact the electric, telephone, gas and cable companies authorized to provide service to the Subject Property for the purpose of ascertaining whether any of those utility providers intend to install underground lines within the Development. The placement of private underground utilities shall be designed and constructed according to City standards and specifications, and coordinated with the placement of public underground utilities. Any costs associated with the installation of underground utilities required by the utility companies shall be solely borne by the Developer.

3.06. **Street Cleaning.** Developer shall contract with a street cleaning firm to provide street cleaning services within and immediately adjacent to the Property. A copy of said contract shall be submitted to and approved by City prior to the issuance of a grading permit. This contract shall name City as an authorized agent to order street cleaning services as City deems necessary. The cost of the street cleaning under the contract shall be paid for by Developer. During development of the Property, the Developer shall clean dirt and debris from streets adjoining or within its development on a weekly basis.

3.07. **Construction Hours; Noise; Dust.** Developer will comply with all requirements of the City pertaining to the hours and days during which construction activities may take place. Unless otherwise approved in writing by the City Administrator, construction hours shall be 7:00 a.m. to 7:00 p.m. Monday through Friday and 9:00 a.m. to 5:00 p.m. on Saturday. The Developer shall not be permitted to work on construction of the

Improvements on holidays, except in the case of emergencies. The Developer shall provide dust control to the satisfaction of the City Engineer.

3.08. **Erosion Control.** Developer shall be responsible for compliance with an approved erosion control plan. The Developer will be given telephone notice when an unsatisfactory condition exists that is determined to be a Developer's responsibility. Work to correct said unsatisfactory condition shall commence within 72 hours from the time of the telephone notice to Developer's owner's representative. If work is not commenced within 72 hours of said telephone notice, City will proceed to do the required work at the expense of the Developer.

3.09. **Other Approvals.** In addition to the City Approvals, other governmental agencies have reviewed and approved components of the Plans, if required. It is the responsibility of the Developer to ensure that all permits from appropriate governmental agencies are received prior to beginning construction of any Improvements, including Elm Creek Watershed Management Commission approval, Hennepin County right-of-way permits, and MPCA/MDH/MCES permits as applicable.

3.10. **Final Plat.** The Developer shall record the Final Plat for Northview Preserve 2nd Addition in the land records office for Hennepin County, Minnesota within 30 days of its release by the City to the Developer. Developer shall provide a copy of said recording to the City.

3.11. **Additional Work or Materials.** All Improvements the Developer is required to complete pursuant to this Agreement shall be designed and constructed according to City standards and specifications and completed at no expense to the City. The Developer agrees that it will make no claim for compensation for work or materials so done or furnished.

3.12. **Miscellaneous Obligations.** Developer shall comply with the terms and conditions set forth in this Agreement and the following resolutions pertaining to the Development: Resolution No. 2026-34 and Resolution No. 2026-___.

3.13. **Special Provisions.** The following special provisions shall apply to this development:

A. The Developer must obtain a sign permit from the City building official prior to installation of any subdivision identification signs.

B. The Developer shall supply a complete set of the approved construction plans in AutoCAD .DWG electronic file format before the preconstruction conference.

C. The Developer shall include the "City of Rogers Standard Details and Specifications" (all applicable sections) in the contract documents of their improvement project.

D. Additional Special Provisions:

1. Encroachment agreements will be required for retaining walls in a drainage and utility easement.
2. No retaining walls are permitted in trail easements.
3. All retaining walls over four feet shall require issuance of a building permit and a three-foot fence installed on top of the wall.
4. Obtain all required Hennepin County right-of-way construction permits, including coordination with CSAH 116 (Territorial Road) and the CSAH 159 Territorial Road Improvement Plans.
5. Obtain all Elm Creek Watershed Management Commission approvals.
6. Obtain MDH, MPCA and MCES permits.
7. The existing septic system shall be properly decommissioned in accordance with Minnesota Rules Chapter 7080 and Hennepin County requirements prior to or concurrent with site grading.

ARTICLE FOUR
DEFAULT AND REMEDIES

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

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

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

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

4.05. **Attorney Fees.** The Developer will pay the City's costs and expenses, including attorneys' fees, in the event a suit or action is brought to enforce the terms of this Agreement or in the event an action is brought upon a bond or letter of credit furnished by the Developer as provided herein.

ARTICLE FIVE
MISCELLANEOUS PROVISIONS

5.01. **Amendment.** Any amendment to this Agreement must be in writing and signed by both parties.

5.02. **Assignment.** The Developer may not transfer or assign any of its obligations under this Agreement without the prior written consent of the City, which shall not be unreasonably withheld.

5.03. **Agreement to Run with Land.** The Developer agrees to record this Agreement among the land records of Hennepin County, Minnesota contemporaneously with recording the Final Plat of Northview Preserve 2nd Addition and corresponding Final Plat Resolution No. 2026-___. The provisions of this Agreement shall run with the land and be binding upon the Developer and its successors in interest.

5.04. **Release.** Upon completion of Improvements, the City's issuance of the Final Approval, and satisfaction of all of the Developer's obligations under this Agreement, which shall be evidenced by the expiration of the maintenance bond required by Section 1.08 of this Agreement, the City agrees to execute a Certificate of Completion or other recordable instrument releasing the Subject Property from the terms of this Agreement.

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

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

SUMMERGATE COMPANIES LLC

_____
Casey Wollschlager
Its Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____ 2026, by Casey Wollschlager, Manager, of Summergate Companies LLC, a Minnesota Limited Liability Company, on behalf of the Company.

_____
Notary Public

CITY OF ROGERS

_____
Shannon Klick
Its *Mayor*

_____
Stacie Brown
Its *City Clerk*

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026 by Shannon Klick and by Stacie Brown, the Mayor and City Clerk, respectively, of the City of Rogers, a Minnesota municipal corporation, on behalf of the corporation.

_____
Notary Public

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

EXHIBIT A
NORTHVIEW PRESERVE 2ND ADDITION
LEGAL DESCRIPTION OF THE PROPERTY

Existing Legal Description

That part of the West 422.70 feet of the East 808.50 feet of the Southwest 1/4 of the Southwest 1/4 of Section 22, Township 120 North, Range 23 West of the 5th Principal Meridian, lying South of the center line of County Road No. 116, Hennepin County, Minnesota.
AND
The North 247.50 feet of the West 422.70 feet of the East 808.50 feet of the Northwest 1/4 of the Northwest 1/4 of Section 27, Township 120 North, Range 23 West of the 5th Principal Meridian, Hennepin County, Minnesota.

Abstract Property

Proposed Plat

Lots 1 through 10 inclusive, Block 1; and Outlot A; NORTHVIEW PRESERVE 2ND ADDITION, Hennepin County, Minnesota.

EXHIBIT B
NORTHVIEW PRESERVE 2ND ADDITION
FEES, IMPROVEMENT COSTS & FINANCIAL SECURITIES

2026 EXHIBIT B
NORTHVIEW PRESERVE 2ND ADDITION

DEVELOPMENT INFORMATION	
Acres (Net)	4.08
Units	10.00
Lots (24 Units + 10 Outlot)	11.00

SECTION 1: PLATTING FEES OWED (CREDITS)	COST	PER ACRE/UNIT/LOT	AMOUNT DUE	NOTES
Water Trunk	$ 3,000.00	Per Acre	$ 12,240.00	
Sanitary Sewer Trunk	$ 2,600.00	Per Acre	$ 10,608.00	
Storm Sewer Trunk	$ 2,400.00	Per Acre	$ 9,792.00	
Park Dedication	$ 6,000.00	Per Unit	$ 60,000.00	
Subdivision GIS Data Entry Fee	$ 50.00	Per Acre	$ 204.00	
Lot Origination Fee	$ 350.00	Per Lot	$ 3,850.00	
Subtotal Platting Fees			**$ 96,694.00**	
Total Platting Fees			**$ 96,694.00**	

SECTION 2: ADMINISTRATIVE AND DEVELOPMENT RELATED COSTS	AMOUNT DUE	NOTES
Administrative	$ 15,324.00	3% of Construction - Public Improvements
Total Administrative and Development Related Costs	**$ 15,324.00**	

SECTION 3: IMPROVEMENT COSTS	LETTER OF CREDIT	ESCROW	NOTES
Engineering - Onsite Field Inspection		$ 15,624.00	3% of Total Improvements - Engineering
Legal		$ 2,500.00	City Attorney - Contract
Planning		$ 4,000.00	City Planner
Non-Public Improvements			
Landscaping	$ 10,000.00		
Construction - Site (Grading & Erosion Control)			Separate Agreement
Public Improvements Dedicated to the City			
Construction - Road Improvements	$ 118,061.00		
Construction - Utility Improvements (Storm Sewer)	$ 226,550.00		
Construction - Utility Improvements (Water Main)	$ 56,585.00		
Construction - Utility Improvements (Sanitary Sewer)	$ 109,615.00		
Total Improvement Costs	**$ 520,811.00**	**$ 22,124.00**	

SECTION 4: LOC / ESCROW / FEES REQUIRED	LETTER OF CREDIT	FEES/ ESCROW	NOTES
Escrow			
Section 1: Platting Fees		$ 96,694.00	
Section 2: Administrative Fees		$ 15,324.00	
Section 3: Cash Escrow		$ 24,336.00	110% of Cash Escrow Subtotal
Security			
Section 3: Letter of Credit	$ 778,717.00		125% Non Public Improvements / 150% Improvements Dedicated to City
Total Letter of Credit and Cash Required	**$ 778,717.00**	**$ 136,354.00**	

EXHIBIT C
NORTHVIEW PRESERVE 2ND ADDITION
APPROVED PLANS

EXHIBIT D
NORTHVIEW PRESERVE 2ND ADDITION
CONSENT

_____ ("Bank") holds a mortgage encumbering the Property.

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

_____
Dated:_____, 20__

By: _____
Its: _____

ACKNOWLEDGEMENT FOR BANK

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by _____, the _____ of _____, a _____ under the laws of _____, on behalf of the _____.

_____
Notary Public

[Developer to provide the required consents]

STORMWATER MAINTENANCE AGREEMENT

NORTHVIEW PRESERVE 2ND ADDITION

THIS AGREEMENT is made this ___ day of ____, 2026 by and between the City of Rogers, a municipal corporation under the laws of Minnesota ("City"), located at 22350 S. Diamond Lake Rd., Rogers, Minnesota 55374, and Summergate Companies LLC, a Minnesota limited liability company, located at 17505 Cedar Ave S, Suite 200, Lakeville, MN 55044 ("Developer").

RECITALS

A. This Stormwater Maintenance Agreement applies to NORTHVIEW PRESERVE 2ND ADDITION ("Development") which consists of approximately 4.74 gross acres and is described as NORTHVIEW PRESERVE 2ND ADDITION, according to the recorded plat thereof ("Subject Property") and legally described as attached in Exhibit A.

B. The Developer is the fee title owner of the Subject Property.

C. The City Council approved the Preliminary Plat for NORTHVIEW PRESERVE 2ND ADDITION, a 10-lot single-family residential development ("Development"), by Resolution No. 2026-34 on April 14, 2026. The Final Plat for NORTHVIEW PRESERVE 2ND ADDITION was approved by Resolution No. 2026-53 on May 26, 2026 (collectively, "City Approvals"). The City Engineer will approve the Grading and Utility Plans prior to construction.

D. The Developer intends to construct within the Drainage and Utility Easement area ("Easement Area"), as described in Exhibit B and illustrated in the Final Plat document, certain stormwater improvements ("Stormwater Improvements") as depicted in Exhibit C for the benefit of the Subject Property. The primary stormwater management facility is the filtration basin (Pond 10) located in Outlot A at the north end of the site.

E. The City has entered into an agreement with the Developer for the construction and maintenance of the Stormwater Improvements.

F. The Elm Creek Watershed Management Commission requires permanent provisions for handling of storm runoff, including provisions for operation and maintenance of all stormwater runoff facilities and ponds, and such provisions are to be set forth in an agreement to be recorded in the real estate records.

G. The City and the Developer intend to comply with certain conditions, including entering into a maintenance agreement regarding the Stormwater Improvements.

H. In consideration of the mutual covenants of the parties set forth herein and other valuable consideration, the City and the Developer now desire to enter into this Stormwater Maintenance Agreement ("Agreement") setting forth certain requirements and obligations relating to the Stormwater Improvements of the Subject Property.

AGREEMENT

1. **Maintenance of the Stormwater Improvements.** The Developer and its successors or assigns as fee owner of the Property shall be responsible for maintaining the Stormwater Improvements and for observing all drainage laws governing the operation and maintenance of the Stormwater Improvements. The Developer shall inspect Stormwater Improvements as scheduled in Exhibit D. The Developer shall make all such scheduled inspections, keep record of all inspections and maintenance activities, and submit such records annually to the City. The cost of all inspections and maintenance, including skimming and cleaning of the Stormwater Improvements, shall be the obligation of the Developer and its successors or assigns as the fee owner of the Property.

2. **City's Maintenance Rights.** The City may maintain the Stormwater Improvements, as provided in this paragraph, if the City reasonably believes that the Developer or its successors or assigns has failed to maintain the Stormwater Improvements in accordance with applicable drainage laws and other requirements and such failure continues for 60 days after the City gives the Developer written notice of such failure. The Developer shall accept and adequately maintain and inspect the stormwater management facilities located within the City of Rogers drainage and utility easements. This includes all pipes and ditches built to convey stormwater to the facility, as well as structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as good working condition so that these facilities are performing their design functions. The City's notice shall specifically state which maintenance tasks are to be performed. If the Developer does not complete the maintenance tasks within 60 days after such notice is given by the City, the City shall have the right to enter upon the Easement Area to perform such maintenance tasks. In such case, the City shall send an invoice of its reasonable maintenance costs to the Developer or its successors or assigns, which shall include all staff time, engineering and legal and other costs and expenses incurred by the City. If the Developer or its assigns fails to reimburse the City for its costs and expenses within 30 days of receipt of an invoice, the City shall have the right to assess the full cost thereof against all of the lots within the Property. The Developer, on behalf of itself and its successors and assigns, hereby waives any right to hearing or notice and the right to appeal the assessments otherwise provided by Minnesota Statutes Chapter 429. Notwithstanding the foregoing, in the event of an emergency, as determined by the City Engineer, the 60-day notice requirement shall be waived, and the Developer shall reimburse the City and be subject to assessment for any expense so incurred by the City in the same manner as if written notice had been given.

3. **Hold Harmless.** The Developer hereby agrees to indemnify and hold harmless the City and its agents and employees against any and all claims, demands, losses, damages, and expenses (including reasonable attorneys' fees) arising out of or resulting from the Developer's or the Developer's agents' or employees' negligent or intentional acts, or any violation of any safety law, regulation, or code in the performance of this Agreement, without regard to any inspection or review made or not made by the City, its agents or employees or failure by the City, its agents or employees to take any other prudent precautions. In the event the City, upon the failure of the Developer to comply with any conditions of this Agreement, performs said conditions pursuant to its authority in this Agreement, the Developer shall indemnify and hold

harmless the City, its employees, agents, and representatives for its own negligent acts in the performance of the Developer's required work under this Agreement, but this indemnification shall not extend to intentional or grossly negligent acts.

4. **Costs of Enforcement.** The Developer agrees to reimburse the City for all costs incurred by the City in the enforcement of this Agreement, or any portion thereof, including court costs and reasonable attorneys' fees.

5. **Notice.** All notices required under this Agreement shall either be personally delivered or be sent by certified or registered mail and addressed as follows:

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

DEVELOPER:
Summergate Companies LLC
17505 Cedar Ave S, Suite 200
Lakeville, MN 55044
Attn: Casey Wollschlager, Manager

All notices given hereunder shall be deemed given when personally delivered or two business days after being placed in the mail properly addressed as provided herein.

6. **Successors.** All duties and obligations of Developer under this Agreement shall also be duties and obligations of Developer's successors and assigns. The terms and conditions of this Agreement shall run with the Property.

7. **Effective Date.** This Agreement shall be binding and effective as of the date hereof.

[Balance of this page intentionally left blank]

SUMMERGATE COMPANIES LLC

_____
Casey Wollschlager
Its Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____ 2026, by Casey Wollschlager, Manager of Summergate Companies LLC, a Minnesota limited liability company, on behalf of the company.

_____
Notary Public

[Balance of this page intentionally left blank]

CITY OF ROGERS

_____
Shannon Klick
Its Mayor

_____
Stacie Brown
Its Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by Shannon Klick and by Stacie Brown, the Mayor and Clerk, respectively, of the City of Rogers, a Minnesota municipal corporation, on behalf of the corporation.

_____
Notary Public

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

EXHIBIT A

NORTHVIEW PRESERVE 2ND ADDITION

LEGAL DESCRIPTION OF THE PROPERTY

All lots, blocks, and outlots, NORTHVIEW PRESERVE 2ND ADDITION, Hennepin County, Minnesota, according to the plat thereof.

EXHIBIT B

NORTHVIEW PRESERVE 2ND ADDITION

LEGAL DESCRIPTION OF DRAINAGE AND UTILITY EASEMENTS

Legal Description

Outlot A, NORTHVIEW PRESERVE 2ND ADDITION, Hennepin County, Minnesota.

EXHIBIT C

NORTHVIEW PRESERVE 2ND ADDITION

DEPICTION OF STORMWATER IMPROVEMENTS

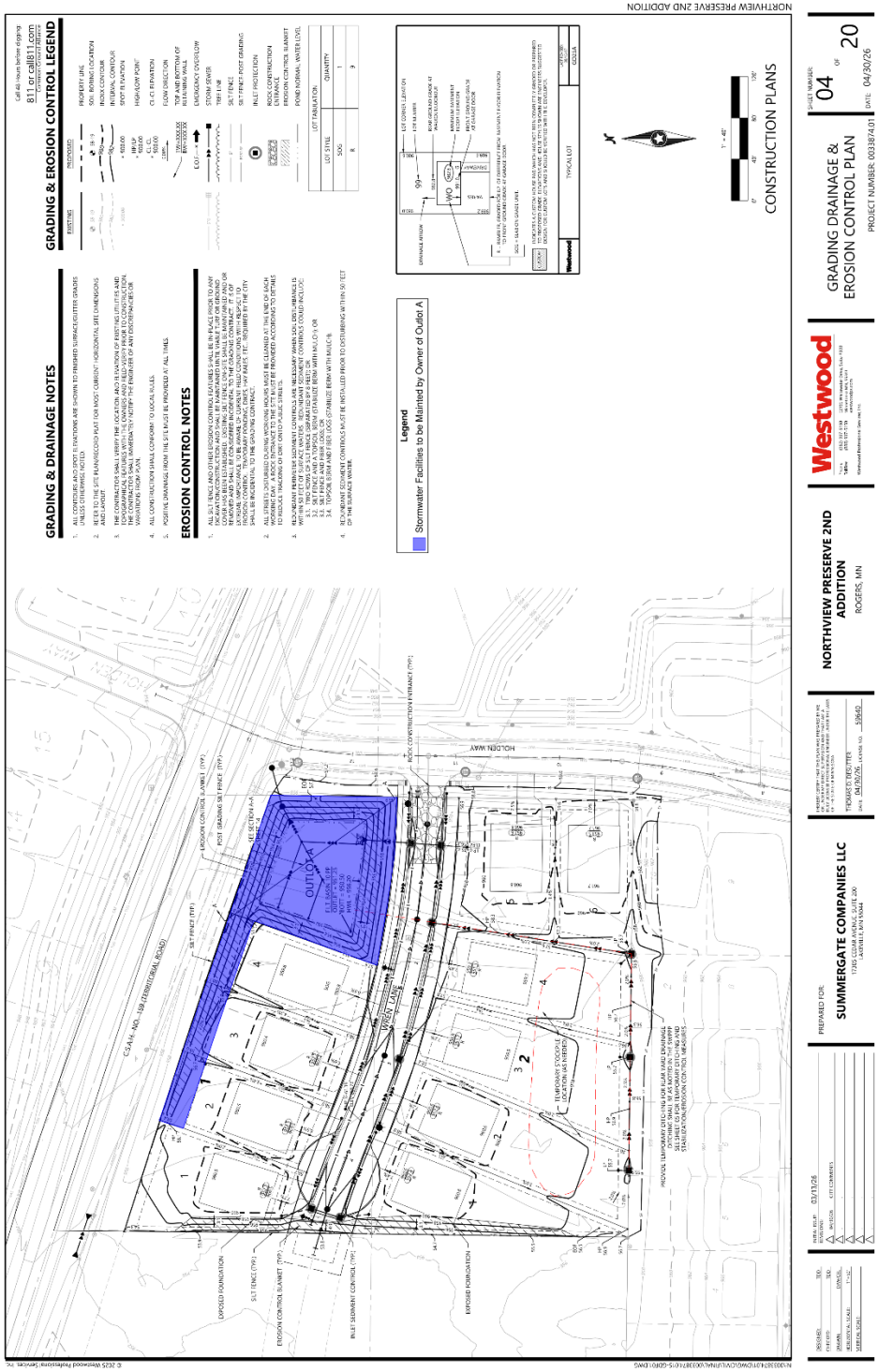


EXHIBIT D

NORTHVIEW PRESERVE 2ND ADDITION

STORMWATER MAINTENANCE AGREEMENT

Inspection Schedule for Stormwater Improvements

Inspection Item	**Frequency / Action**
Debris clean-out	Monitor and clean out annually.
Sediment removal in basin	Monitor annually and clean out when sediment occupies 50% of storage volume.
Vegetation	Monitor annually; remove undesirable vegetation as needed. Areas with grass cover will be mowed as needed during the growing season to maintain maximum grass heights less than 12 inches.
Inlet	Monitor annually and repair as needed.
Outlet	Monitor annually and repair as needed.
Sump manholes	Monitor annually, remove sediment annually, and repair as needed.
Treatment system / filter media	Monitor annually, clean and repair as needed. When the filtering capacity of the filter diminishes substantially (i.e., when water ponds on the surface of the filter bed for more than 48 hours), the top few inches of discolored material will be removed and replaced with fresh material. Removed sediments will be disposed of in an acceptable manner.

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CONSTRUCTION PLANS

FOR

EXISTING CONDITIONS, REMOVALS, GRADING, STREETS & UTILITIES, TREE PRESERVATION & LANDSCAPE

FOR

NORTHVIEW PRESERVE 2ND ADDITION

ROGERS, MN



Vicinity Map
(NOT TO SCALE)

PREPARED FOR:

SUMMERGATE COMPANIES LLC

17305 CEDAR AVENUE, SUITE 200

LAKEVILLE, MN 55044

CONTACT: BRYAN TUCKER

PHONE: 612-490-0982

EMAIL: BRYANT@SUMMER-GATE.COM

PREPARED BY:

Westwood

Phone	(952) 937-5150	12701 Whitewater Drive, Suite #300
Fax	(952) 937-5822	Minnetonka, MN 55343
Toll Free	(888) 937-5150	westwoodps.com

Westwood Professional Services, Inc.

PROJECT NUMBER: 0033874.01

CONTACT: THOMAS D. DESUTTER

SHEET INDEX

SHEET NUMBER	SHEET TITLE
01	COVER
02	EXISTING CONDITIONS
03	REMOVALS PLAN
04	GRADING DRAINAGE & EROSION CONTROL PLAN
05	SWPPP NARRATIVE
06	SWPPP NOTES
07	SWPPP MAPS
08	OVERALL UTILITY PLAN
09	SANITARY SEWER & WATERMAIN PLAN
10	STREET AND STORM SEWER PLAN
11	DETAILS
12	DETAILS
13	DETAILS
14	DETAILS
15	DETAILS
16	INTERSECTION DETAILS
17	STREET SIGNAGE & LIGHTING PLAN
18	FINAL TREE PRESERVATION PLAN & DATA
19	FINAL LANDSCAPE PLAN
20	FINAL LANDSCAPE NOTES & DETAILS

NO.	DATE	REVISION	SHEETS
1	04/30/26	CITY COMMENTS	ALL SHEETS
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CONSTRUCTION PLANS

FOR

EXISTING CONDITIONS, REMOVALS, GRADING, STREETS & UTILITIES, TREE PRESERVATION & LANDSCAPE

FOR

NORTHVIEW PRESERVE 2ND ADDITION
ROGERS, MN

INITIAL SUBMITTAL DATE: 03/13/26 SHEET: 01 OF 20

N:\0033874.01\DWG\CIVIL\FINAL\0033874.01C-CVF01.DWG

NORTHVIEW PRESERVE 2ND ADDITION

NORTHVIEW PRESERVE SECOND ADDITION

C.R. DOC. NO. _____

KNOW ALL PERSONS BY THESE PRESENTS: *That Summergate Development, LLC, a Minnesota limited liability company, owner of the following described property:*

That part of the West 422.70 feet of the East 808.50 feet of the Southwest 1/4 of the Southwest 1/4 of Section 22, Township 120 North , Range 23 West of the 5th Principal Meridian, lying South of the center line of County Road No. 116 , Hennepin County, Minnesota.

AND

The North 247.50 feet of the West 422.70 feet of the East 808.50 feet of the Northwest 1/4 of the Northwest 1/4 of Section 27, Township 120 North, Range 23 West of the 5th Principal Meridian, Hennepin County, Minnesota.

Has caused the same to be surveyed and platted as ***NORTHVIEW PRESERVE SECOND ADDITION*** *and does hereby dedicate to the public for public use the public ways and the drainage and utility easements as created by this plat.*

In witness whereof said Summergate Development, LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this _____ day of _____ 20_____.

Signed: ***SUMMERGATE DEVELOPMENT, LLC***

By _____

Its _____

STATE OF MINNESOTA
COUNTY OF _____
This instrument was acknowledged before me this _____ day of _____, 20_____, by _____, its _____ of Summergate Development, LLC, a Minnesota limited liability company, on behalf of the company.

_____ _____
(Signature) *(Name Printed)*

Notary Public, _____ County, Minnesota

My Commission Expires _____

I Ernest M. Wirtz Jr. do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 20_____.

_____
Ernest M. Wirtz Jr., Licensed Land Surveyor
Minnesota License No. 63119

STATE OF MINNESOTA
COUNTY OF _____
This instrument was acknowledged before me on this _____ day of _____, 20_____, by Ernest M. Wirtz Jr., a Licensed Land Surveyor, Minnesota License No. 63119

_____ _____
(Signature) *(Name Printed)*

Notary Public, _____ County, Minnesota

My Commission Expires _____

CITY COUNCIL, CITY OF ROGERS, MINNESOTA
This plat of ***NORTHVIEW PRESERVE SECOND ADDITION*** *was approved and accepted by the City Council of the City of Rogers Minnesota at a regular meeting thereof held this _____ day of _____, 20_____ and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subdivision 2.*

CITY COUNCIL, CITY OF ROGERS, MINNESOTA

By _____ *By* _____
Mayor *Clerk*

COUNTY AUDITOR*, Hennepin County, Minnesota*
I hereby certify that taxes payable in 20_____ and prior years have been paid for land described on this plat, dated this _____ day of _____, 20_____.

Daniel Rogan, County Auditor *By* _____
Deputy

SURVEY DIVISION*, Hennepin County, Minnesota*
Pursuant to MN. STAT. Sec. 383B.565 (1969) this plat has been approved this _____ day of _____, 20_____.

Chris F. Mavis, County Surveyor *By* _____

COUNTY RECORDER*, Hennepin County, Minnesota*
I hereby certify that the within plat of ***NORTHVIEW PRESERVE SECOND ADDITION*** *was recorded in this office this _____ day of _____, 20_____, at ___ o'clock ____.M.*

Amber Bougie, County Recorder *By* _____
Deputy

Westwood
Professional Services, Inc.

NORTHVIEW PRESERVE SECOND ADDITION

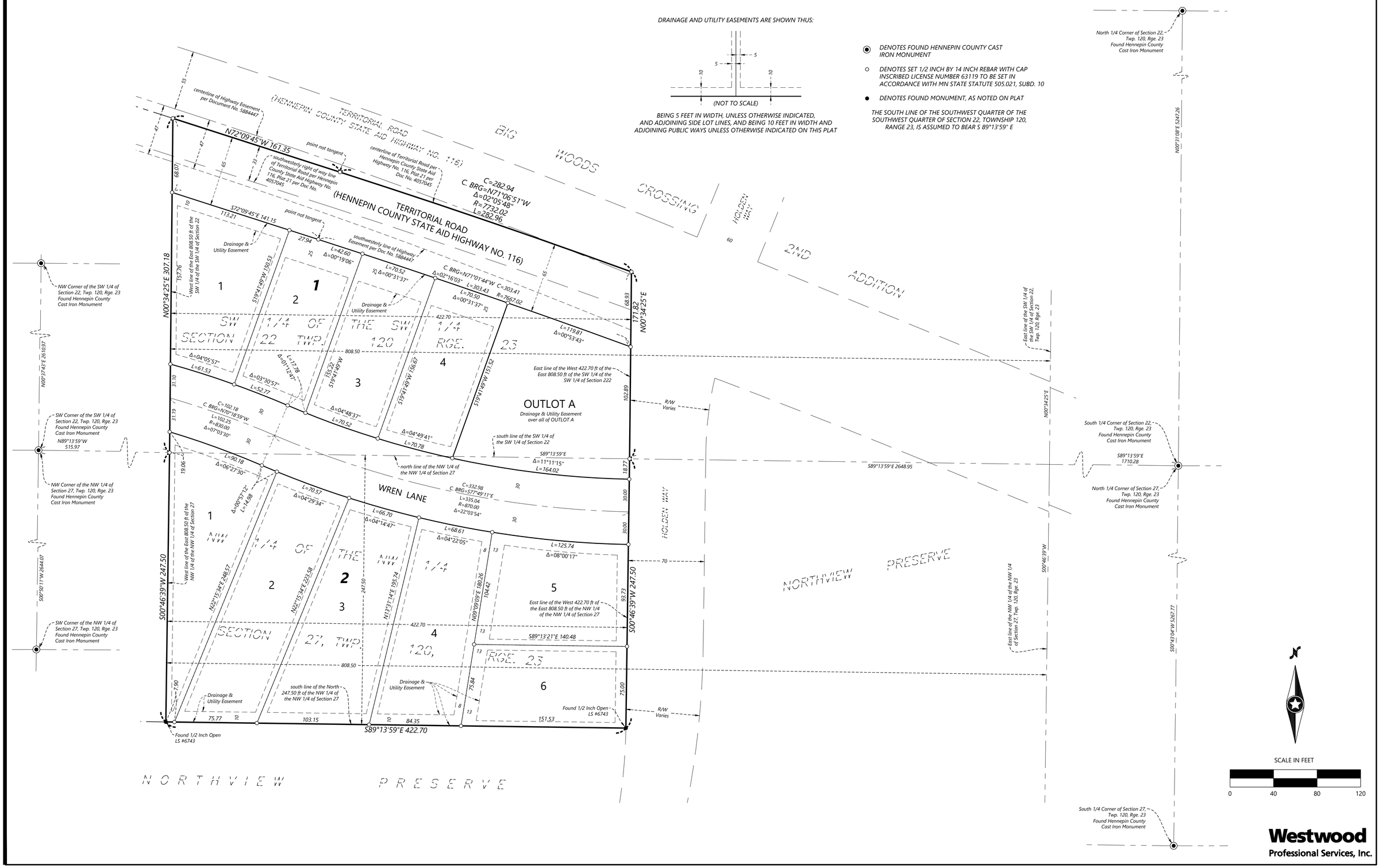
C.R. DOC. NO. _____

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:

BEING 5 FEET IN WIDTH, UNLESS OTHERWISE INDICATED, AND ADJOINING SIDE LOT LINES, AND BEING 10 FEET IN WIDTH AND ADJOINING PUBLIC WAYS UNLESS OTHERWISE INDICATED ON THIS PLAT

- ◉ DENOTES FOUND HENNEPIN COUNTY CAST IRON MONUMENT
- ○ DENOTES SET 1/2 INCH BY 14 INCH REBAR WITH CAP INSCRIBED LICENSE NUMBER 63119 TO BE SET IN ACCORDANCE WITH MN STATE STATUTE 505.021, SUBD. 10
- ● DENOTES FOUND MONUMENT, AS NOTED ON PLAT

THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 120, RANGE 23, IS ASSUMED TO BEAR S 89°13'59" E



Westwood
Professional Services, Inc.

STAFF REPORT **Meeting Date**: May 26, 2026

ROGERS CITY COUNCIL **Agenda Item**: 5.16

Subject: Approval of Resolution 2026-55 Allowing for a Short Term Temporary Office at the Asguard Development Site
Prepared By: Brett Angell, Community Development Director

Recommended Council Action
Motion to approve Resolution 2026-55 allowing for a short-term temporary office at the Asguard development site.

Overview / Background / Analysis
In April 2022, the City Council approved a three-phase development at the corner of Rogers Drive and County Road 144. The first phase, Broadway Pizza, was completed and the new Broadway has been open and operational. The second phase, the Asguard mixed-use building, is currently under construction. The Asguard mixed-use building features three retail spaces and 91 units of market-rate apartments. The third phase is the corner site of the former Broadway Pizza location, which is currently serving as staging for the construction materials. The third phase is future commercial space which is currently soliciting interested users.

With the three-phase development, there are internal private drive connections that run through the site. These internal drives include one which connects to County Road 144 at the approximate location of where the current insurance office building is located. The insurance office is moving into one of the commercial spaces within the Asguard building, once it is ready for occupancy. However, due to the timing of the construction and overall site work, the existing insurance office building has to be demolished for grading purposes prior to the new space being ready.

Due to the factors listed above, the developer/property owner has requested the city consider and allow for the placement of a temporary office trailer on the site for the insurance user to utilize between the periods of the existing building being demolished and the new space being ready. It is anticipated that this would be for no longer than three (3) to four (4) months based on the current schedule for the new space. The attached resolution allows for the short-term usage of a temporary office on the site. The proposed conditions of this approval include coordination with city staff and the exact placement of the temporary office, review and approval by the building official and fire marshal, and prompt removal following it being vacated.

Staff Recommendation
Staff recommend approval of Resolution 2026-55 allowing for a short-term temporary office at the Asguard development site.

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

Budgeted? N/A

Supporting Documentation

A. Resolution No. 2026-55 Asguard Short Term Office

RESOLUTION NO. 2026-55

ALLOWING FOR A SHORT-TERM TEMPORARY OFFICE AT THE ASGUARD DEVELOPMENT SITE

WHEREAS, Asguard Acquisitions, LLC ("Applicant") has submitted a request to the City of Rogers ("City"), requesting approval of the placement of a temporary office to be placed on the development site to be used by a future user of the Asguard building while it is under construction; and

WHEREAS, on April 26th, 2022, the Rogers City Council approved development plans for the Asguard mixed-use development and entered into a Development Agreement for said development; and

WHEREAS, the Asguard mixed-use development is currently under construction which includes significant site work and internal roadway connections; and

WHEREAS, due to the timing of the construction schedule, the existing office building is required to be demolished prior to the user being able to occupy their new space on the ground floor of the Asguard building; and

WHEREAS, the City Council considered the request to allow for a temporary office space to be placed on the development site during the construction period at the May 26, 2026, meeting date.

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF ROGERS, MINNESOTA, the request to allow for a temporary short-term office space to be placed at the Asguard mixed-use development site is hereby approved subject to the following conditions:

1. Prior to the placement of the temporary office, the Developer shall coordinate the exact location with city staff and receive approval for the proposed location.
2. The use of the temporary office trailer shall meet any requirements deemed necessary and appropriate by the Building Official and Fire Marshall.
3. The temporary office trailer shall not be located on the site for a period of more than five (5) months from the date of this approval.
4. The temporary office trailer must be removed within ten (10) business days following it being vacated by the user and/or a certificate of occupancy/temporary certificate of occupancy being granted for the future space of the user.

Moved by Councilmember , seconded by Councilmember

The following voted in favor of said resolution:

The following voted against the same:

The following abstained:

Whereupon said resolution was declared duly passed and adopted, and was signed by the Mayor, and attested by the City Clerk dated this 26th day of May 2026.

_____
Shannon Klick, Mayor

ATTEST:

_____
Stacie Brown, City Clerk

EXHIBIT A

LEGAL DESCRIPTION

Subject Property

LOTS 1-3, BLOCK 1, ASGUARD ADDITION, HENNEPIN COUNTY, MINNESOTA

Torrens Property

PIDs 14-120-23-11-0006, 14-120-23-12-0024, and 14-120-23-12-0023

STAFF REPORT **Meeting Date**: May 26, 2026

ROGERS CITY COUNCIL **Agenda Item**: 5.17

Subject: Approval of Sunnyside Park Playground Equipment Replacement
Prepared By: Mike Bauer, Parks & Recreation Director

Recommended Council Action
Move to approve the purchase of playground equipment and installation services for Sunnyside Park from MWP Recreation in the total amount of $299,999 and authorize the Parks & Recreation Director to execute required agreements and coordinate installation.

Overview / Background / Analysis
Sunnyside Park's current playground equipment was installed in 1999 and is now well beyond the recommended useful lifespan for public playground structures. Replacement is necessary to maintain safety standards, accessibility compliance, and provide high-quality recreational opportunities for neighborhood families.

As part of the project development process, the Parks and Recreation Advisory Commission reviewed design concepts presented through a public process by six qualified playground vendors. Each vendor participated in public meetings and provided design materials for commission and community review, 11 playground options and configurations utilizing the existing playground container.

Following this evaluation, MWP Recreation emerged as the preferred provider based on design quality, durability, safety features, accessibility components, and overall cost.

Installation of play equipment, drainage tile, footings, assembly, and labor, for a total: $51,954.09.

The playground equipment package includes: Powerscape Spire Tower Play Unit, Primetime unit, ADA swing set, benches, shade structures, engineered wood fiber surfacing, poured-in-place surfacing, SkyRun zip track, sensory dome, and related components, is $248,045.91.

The total cost of the project is $299,999.00. This would be with Parks Staff removing and auctioning off the equipment, as we have done in the past.

Staff Recommendation
Approve the purchase of playground equipment and installation services for Sunnyside

Park from MWP Recreation in the total amount of $299,999, and authorize the Parks & Recreation Director to execute required agreements and coordinate installation.

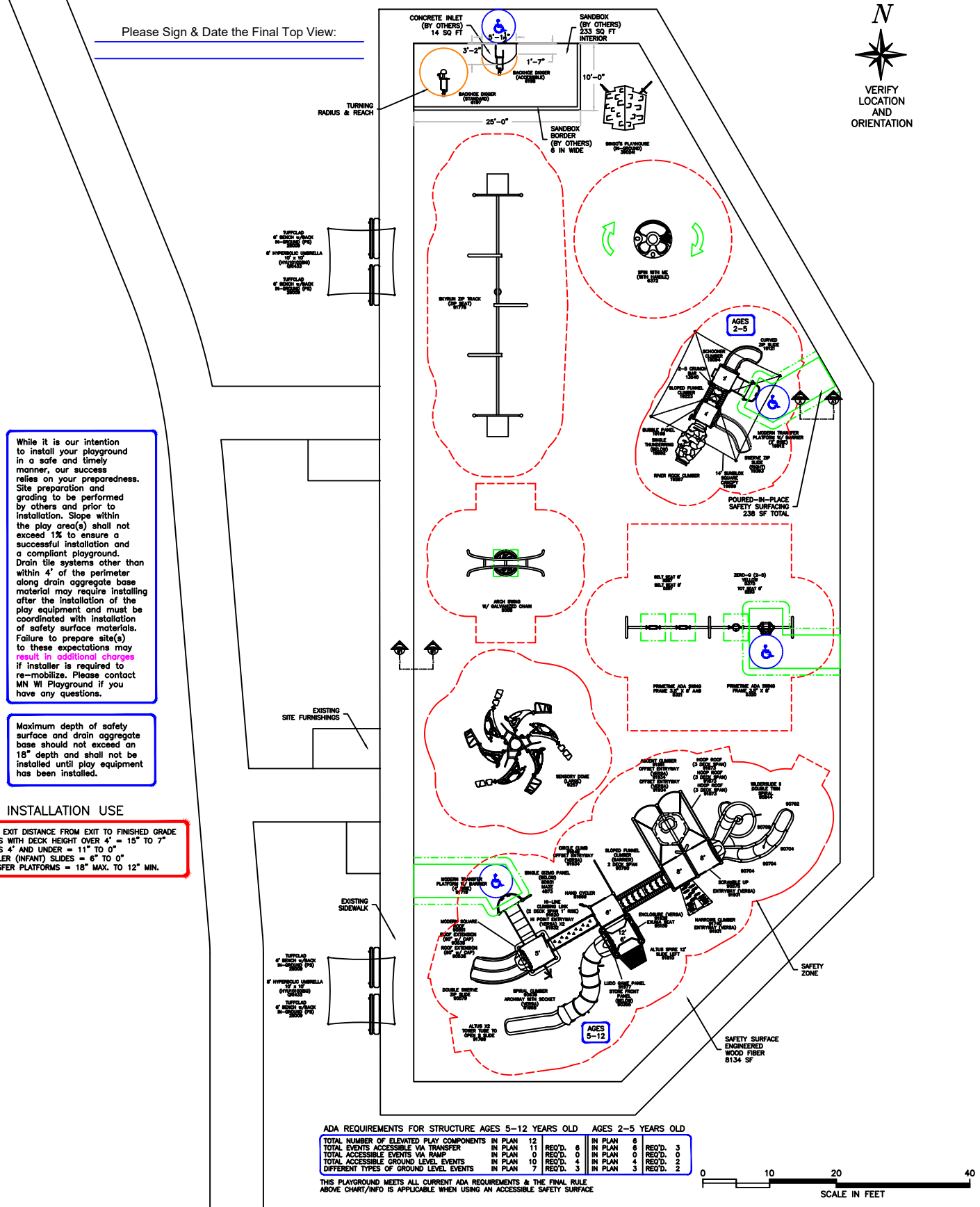
Financial Impact: $299,999.00 **Source Fund**: 404-Capital Reserves

Budgeted?

Supporting Documentation

A. Site Plan
B. Installation Quote
C. Equipment Quote
D. Rendering-1copy
E. Rendering-2copy
F. Rendering-7copy
G. Rendering-9copy

Please Sign & Date the Final Top View: _____



While it is our intention to install your playground in a safe and timely manner, our success relies on your preparedness. Site preparation and grading to be performed by others and prior to installation. Slope within the play area(s) shall not exceed 1% to ensure a successful installation and a compliant playground. Drain tile systems other than within 4' of the perimeter along drain aggregate base material may require installing after the installation of the play equipment and must be coordinated with installation of safety surface materials. Failure to prepare site(s) to these expectations may result in additional charges if installer is required to re-mobilize. Please contact MN WI Playground if you have any questions.

Maximum depth of safety surface and drain aggregate base should not exceed an 18" depth and shall not be installed until play equipment has been installed.

FOR INSTALLATION USE

SLIDE EXIT DISTANCE FROM EXIT TO FINISHED GRADE
SLIDES WITH DECK HEIGHT OVER 4' = 15" TO 7"
SLIDES 4' AND UNDER = 11" TO 0"
TODDLER (INFANT) SLIDES = 6" TO 0"
TRANSFER PLATFORMS = 18" MAX. TO 12" MIN.

ADA REQUIREMENTS FOR STRUCTURE AGES 5-12 YEARS OLD / AGES 2-5 YEARS OLD

TOTAL NUMBER OF ELEVATED PLAY COMPONENTS	IN PLAN	12		IN PLAN	6		
TOTAL EVENTS ACCESSIBLE VIA TRANSFER	IN PLAN	11	REQ'D. 6	IN PLAN	6	REQ'D. 3	
TOTAL ACCESSIBLE EVENTS VIA RAMP	IN PLAN	0	REQ'D. 0	IN PLAN	0	REQ'D. 0	
TOTAL ACCESSIBLE GROUND LEVEL EVENTS	IN PLAN	10	REQ'D. 4	IN PLAN	4	REQ'D. 2	
DIFFERENT TYPES OF GROUND LEVEL EVENTS	IN PLAN	7	REQ'D. 3	IN PLAN	3	REQ'D. 2	

THIS PLAYGROUND MEETS ALL CURRENT ADA REQUIREMENTS & THE FINAL RULE ABOVE CHART/INFO IS APPLICABLE WHEN USING AN ACCESSIBLE SAFETY SURFACE

0 10 20 40
SCALE IN FEET

Mfg. By: GameTime, A PlayCore Company — Enriching Childhood Through Play

Sold & Distributed By: MP recreation
P.O. Box 27328, Golden Valley, MN 55427
763-546-7787 1-800-622-5425
Fax 763-546-5050
E-Mail info@mwprecreation.com

THIS PLAN REQUIRES A FINISHED GRADE RESOLUTION

Sunnyside Park - Option 2
Rogers, MN
05-11-26 | DWG. D12925L2

THIS PRINT IS THE PROPERTY OF MINNESOTA WISCONSIN PLAYGROUND INC. AND IS NOT TO BE USED, COPIED OR REPRODUCED WITHOUT THEIR EXPRESSED WRITTEN PERIMISSION.

SCALE: 1" = 20'-0"

QUOTE

106743-01-09 • 05/12/2026

I-RFP Sunnyside Park - Option 2 - Rogers, MN - D12925L2

Customer:

City of Rogers
22350 S. Diamond Lake Rd.
Rogers, MN 55374
United States

Ship to Zip: 55374

Prepared for:

Mike Bauer
Phone: 763-428-0974
mbauer@ci.rogers.mn.us

Prepared by:

MWP Recreation
4800 Olson Memorial Hwy, Suite 130
Golden Valley, Minnesota 55422
Ph. 800-622-5425 | 763-546-778 |
dan@MWPrecreation.com

ACCOUNT EXECUTIVE: DAN LANES

Quantity	Part #	Description	Unit Price	Amount
1	LUMP	**Other - Drain Tile Installation**	$7,650.00	$7,650.00
1	INSTALL	**Install - Installation of Play Equipment** • Unpack Equipment • Layout/Dig Footing Holes • Assemble Playground Equipment/Site Amenities • Pour Concrete Footings • Dispose of Packing Materials	$44,304.09	$44,304.09

Sub Total	$51,954.09
Grand Total	**$51,954.09**

Comments
Owner is responsible for accepting delivery and storage of play equipment
Owner is responsible for removal of existing play equipment, safety surfacing, and drainage
Owner is responsible for providing a flat and level area with less than 1% grade change

This quotation is subject to current MWP Recreation (MWP) policies as well as the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment. Purchases in excess of $1,000.00 to be supported by your written purchase order made out to MWP Recreation.

Each quote is handled on a per order/project basis. Unless a long-term agreement is in place between purchaser and MWP, terms and conditions of this quotation shall be as outlined herein with no other requirements applicable.

Any changes made to product and/or services after initial order(s) has/have been received by MWP will result in production and/or schedule time frame modifications. Please contact your regional representative to receive a revised schedule for your order/project.

Indemnification; Owner/Owner's Representative will indemnify and hold Minnesota Playground, Inc., dba, MWP Recreation (MWP), harmless for all claims, damages and related costs, including reasonable legal fees and costs, arising out of Owner/Owner's Representative's negligence or noncompliance with any of its commitments under this document. MWP will indemnify and hold Owner/Owner's Representative harmless for all claims, damages and related costs, including reasonable legal fees and costs, arising out of MWP's negligence or noncompliance with any of its commitments under this document.

Excusable Delays/Additional Costs: MWP, and/or its affiliates, shall be liable for default unless delay of performance, whether supplying materials only or including installation in accordance with our project scope, is caused by an occurrence beyond reasonable control of MWP, and/or its affiliates, such as, but not limited to, acts of Superior Force or the public enemy, acts of Government in either its sovereign or contractual capacity, fire, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, delays of common carriers (for transportation of goods whether raw materials or finished product), attainability of raw materials and severe tariffs. Such events resulting in additional costs are not included in quoted amounts and shall be the responsibility of the Owner/Owner's Representative. Any additional costs shall be provided in writing for purchaser's records and shall be due upon payment of invoice.

Pricing: f.o.b. factory, firm for 15 days from date of quotation. If placing an order after expiration of quote, please contact our office for updated pricing. A tax-exempt certificate is needed at time of order entry for all orders whether from tax-supported government agencies or not. Sales tax, if applicable, will be added at time of invoice unless a tax exempt certificate is provided at time of order entry.

Payment terms: net 30 days for tax supported governmental agencies. Should this quotation be forwarded to an agency not listed on this quote, credit terms, as well as other terms and conditions herein, may be need to be altered. For instance, non-tax supported organization purchasing any or all products and/or services quoted herein may require full payment for that amount due at time of order entry. Remaining balance owed by tax supported agency, if any, shall still be net 30 days. A 1.5% per month finance charge will be imposed on all past due accounts. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Retainage not accepted.

Unless already on file, please include a tax exempt certificate upon order entry whether a tax supported government agency or other.

Installation: shall be by a Certified GameTime Installer. Customer shall be responsible for scheduling coordination and site preparation. Site should be level and permit installation equipment access. Purchaser shall be responsible for unknown conditions such as buried utilities, tree stumps, bedrock or any concealed materials or conditions that may result in additional labor or material costs.

Project Scope:

Please note, installation is based on site being ready prior to our arrival to install play equipment as well as site conditions that have been conveyed to our organization by the owner/owner's representative and/or ideal conditions existing for a timely completion of your project as quoted. Unless addressed prior to the installation quote being issued or specifically mentioned herein, any issues that arise that impede the progress/completion of your project as quoted will result in additional charges.

Weather can change project scheduling in many ways. Take rain for an example. Day, or days, before rain... If weather forecasts show a high percentage chance for rain that will effect the site conditions, a postponement may be in order. Digging holes, laying certain surfacing materials, etc., are greatly affected by weather conditions and work may not begin/continue due to weather forecasts. There's the rain days themselves, which if heavy enough rainfall occurs, makes a site unworkable. Day, or days, after rain... Drying time will be needed after rain and the number of days needed will vary depending on amount of moisture received. One actual rain day may equal multiple delay days depending on work scheduled to be done.
+ INCLUSIONS +
+ One mobilization
+ Public utility locates only
+ Installation of equipment as outlined in Quote #106743-01-08
+ Marking and digging of footings holes to accept direct embedment supports as needed
+ Unpacking of play equipment
+ Assembly of play equipment
+ Concrete for footings as needed
+ Pouring of concrete for footings
+ Engineered wood fiber (EWF) surfacing
+ Poured-in-place safety surfacing
+ Drain tile
+ Construction tape/temporary bracing (as needed)
+ Standard insurance offerings
+ Standard warranty offerings
+ Standard industry accepted labor wages
+ Disposal of packing material

- EXCLUSIONS -
- Clear access path up to and into play area for installation equipment (minimum of 8-foot wide, includes but not limited to gates, walkways, driveways, etc.)
- Staging area for materials and installation equipment, trailers, etc.
- Unobstructed space for maneuvering installation equipment as well as performing work
- Security fencing of any type
- On site security personnel
- If fencing is in place (by others), ability to unlock fencing is to be provided to our office a minimum of one week prior to our start
- Private utility locates such as, but not limited to, irrigation, fiber optics, private lighting, etc.
- Accepting, unloading and storage of order(s)/shipment(s) prior to installation. Please note, orders can be packaged/shipped in large crates, pallets, etc., requiring heavy-duty equipment to unload.
- Sitework of any kind such as, but not limited to, grading (play area to have max slope of 1%), site restoration, drainage, etc.
- Removal of existing play equipment, border, safety surfacing, etc.
- Backfill and compaction of backfill after removal of existing items (for footing holes as an example) that leave voids in area (marking and digging of new footing holes based on workable site)
- Digging in compacted sub-surfaces, rock, hard pan, tree roots, unstable soil conditions, etc.
- Restoration of compacted sub-surfaces for playground surfacings such as, but not limited to, poured-in-place rubber, rubber tiles, artificial turf, etc.
- Digging/maneuvering in sand, pea gravel, mud, etc.
- Offsite removal of spoils from footing holes (can be stockpiled near play area for owner/owner's representative removal or spread within play area)
- Border to help contain playground safety surfacing
- Removal of temporary braces, caution/construction tape, etc. (Can be removed and disposed of after concrete has cured.)
- Bonding of any type
- Permits of any kind
- Prevailing, Davis Bacon, Union, or similar, wages

- Restroom facilities. Please provide access to restrooms whether within a building or portable style. Should use of site facilities not be available, additional charges will be required to bring on site temporary/portable restrooms. These temporary facilities will be removed once your project has been completed.
- Short term maintenance, check manufacturer's owner's manual recommendations for maintenance and always follow these written instructions. To help set up short (and ongoing) term maintenance, use the first twelve months to regularly check equipment (such as, but not limited to, tightening hardware, checking moving features, etc.). Twelve months allows use in all seasons and will provide a better understanding of what will be necessary for your ongoing maintenance. This short term schedule will be based on the amount of use the play equipment is getting as well as the type of play event that is being played on. Activities with movement have a more dynamic play which can lead to more maintenance due to the nature of the motion but also because these types of play events tend to be more popular. Static features may require less attention during the short term and ongoing maintenance as inspections will determine frequency of maintenance needed for these events. There may be a need for scheduled lower and higher frequency inspections.
- Ongoing maintenance, check manufacturer's owner's manual recommendations for maintenance and always follow these written instructions. After short term maintenance period is done and data is collected for that time period, an ongoing schedule should be implemented. The ongoing maintenance can change with age and greater use. There may be a need for scheduled lower and higher frequency inspections.

Should weekend work be necessary or non-standard hours be worked, please provide a site contact and the best telephone number to reach this person in case an urgent matter arises requiring immediate attention.
(Name) _____
(Cell) _____
(Other Telephone Number) _____

Wet Site Conditions: installation areas located near wetlands, where a high water table exists or in any environment that produces excessive moisture will require additional planning prior to installation of your project. Unless excessively wet conditions have been conveyed prior to installation quote and accounted for in some manner, your installation will not proceed. Ideal dry conditions need to be present to begin, and complete, your project as quoted.

Exclusions: unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders and drainage provisions.

Order Information:

Bill To: _____ Ship To: _____

Company: _____ Project Name: _____

Attn: _____ Attn: _____

Address: _____ Address: _____

City, State, Zip: _____ City, State, Zip: _____

Contact: _____ Contact: _____

Tel: _____ Tel: _____

Email:_____ Email:_____

QUOTE

106743-01-09 • 05/12/2026

Acceptance of quotation:

Accepted By (printed): _____ P.O. No: _____

Signature: _____ Date: _____

Title: _____ Phone: _____

Facsimile: _____ Purchase Amount: **$51,954.09**

QUOTE

106743-01-08 • 05/12/2026

M-RFP Sunnyside Park - Option 2 - Rogers, MN - D12925L2

Customer:

City of Rogers
22350 S. Diamond Lake Rd.
Rogers, MN 55374
United States

Ship to Zip: 55374

Prepared for:

Mike Bauer
Phone: 763-428-0974
mbauer@ci.rogers.mn.us

Prepared by:

MWP Recreation
4800 Olson Memorial Hwy, Suite 130
Golden Valley, Minnesota 55422
Ph. 800-622-5425 | 763-546-778 |
dan@MWPrecreation.com

ACCOUNT EXECUTIVE: DAN LANES

Quantity	Part #	Description	Unit Price	Amount
1	RDU	**GameTime - Powerscape Spire Tower Play Unit, Ages 5-12** *Custom*: 2 Color HDPE: _____, Accent 2: _____, Accent: _____, Arch: _____, Basic: _____, Cabling: _____, Deck:Pvc: _____, HDPE: _____, Metal Roof: _____, Roto Plastic: _____, Tube: _____ • (4) 80000 – 49" Sq Punched Steel Deck • (1) 80931 – Single Gizmo Panel • (1) 81669 – Hand Cycler • (2) 90266 – 8' Upright, Alum • (1) 90270 – 12' Upright, Alum • (2) 90271 – 13' Upright, Alum • (2) 90273 – 15' Upright, Alum • (1) 90355 – Store Front Panel, Below Dk • (2) 90538 – 60" Roof Extension W/Cap • (1) 90551 – Square Modern Roof • (1) 90579 – Double Swerve Slide • (1) 90639 – Spiral Climber (5'-0" & 5'-6") • (3) 90704 – Left Curve Section Wilderslide Ii • (1) 90709 – Support Wilderslide Ii • (1) 90762 – Long Exit (Use On 7' & 8' Slides) • (1) 90790 – Sloped Funnel Climber Barrier (Dbl) • (1) 90844 – Double With Spiral • (1) 91620 – Hi-Line Climbing Link 1' Rise • (1) 91649 – Circle Climb 5'-0"-6'-0" • (1) 91719 – Modern Transfer w/Barrier 4' Rise • (1) 91740 – Narrows Climber (7'6"-9') • (1) 91769 – Altus X Tower Tube To S Slide • (1) 91810 – Altus Spire 12' - Slide Left • (3) 91873 – Hoop Roof (3 Deck Span) • (1) 91881 – Ascent Climber • (2) 91931 – Entryway (Versa)	$81,469.50	$81,469.50

		• (2) 91932 – Hi Point Entryway (Versa) • (3) 91934 – Offset Entryway (Versa) • (1) 91938 – Enclosure (Versa) • (1) 91968 – Archway with Socket (Versa) • (1) 91977 – Ludo Game Panel • (1) 95159 – Exuma Seat • (1) G90270 – 12' Upright, Galv • (3) G90272 – 14' Upright, Galv • (10) G90273 – 15' Upright, Galv • (1) 90575 – Scramble Up (6'-6" To 8'-0") • (1) 4873 – Maze Panel 11" Gizmo (double sided)		
1	RDU	**GameTime - Primetime Play Unit, Ages 2-5** *Custom*: Accent 2: _____, Accent: _____, Basic: _____, Deck:Pvc: _____, Fabric 1: _____, Roto Plastic: _____, Uni Plastic: _____ • (2) 12023 – 3 1/2" Uprt Ass'Y Alum 8' • (2) 12024 – 3 1/2" Uprt Ass'Y Alum 9' • (2) 12025 – 3 1/2" Uprt Ass'Y Alum 10' • (1) 13540 – Crunch Bar • (2) 18200 – 36" Sq Punched Deck P/T 1.3125 • (1) 18692 – Single Thunder Ring • (1) 19094 – Schooner (2'-6" & 3') • (1) 19121 – Curved Zip Slide • (1) 19198 – 26" Bubble Panel • (1) 19223 – Sloped Funnel Climber • (1) 19287 – River Rock Climber • (1) 19363 – 3'-6"/4'-0" Zip Swerve Slide Right • (1) 19912 – Modern Transfer w/Barrier 2' Rise • (1) 19969 – 14' Sunblox Square Canopy • (4) G12026 – 3 1/2" Uprt Ass'Y Galv 11'	$17,091.50	$17,091.50
1	RDU	**GameTime - Primetime ADA Swing Set** *Custom*: Basic: _____, Roto Plastic: _____ • (2) 5287 – Belt Seat for 8' Toprail • (1) 5293 – Enclosed Tot Seat for 8' Toprail • (1) 5320 – 8' ADA Primetime Swing Frame • (1) 5321 – 8' ADA Primetime Swing Add-A-Bay • (1) 5375 – Zero-G (2-5) Yellow 8' Height	$5,414.00	$5,414.00
1	5058	**GameTime - Arch Swing (Galv)** Basic: _____, Roto Plastic: _____	$7,880.00	$7,880.00
1	6257	**GameTime - Sensory Dome - Large** Accent: _____, Basic: _____, Roto Plastic: _____	$23,866.00	$23,866.00
1	6372	**GameTime - Spin With Me (With Handle)** Accent: _____, Roto Plastic: _____	$7,748.00	$7,748.00
4	28009	**GT-Site - 6' P/S Bench W/Back Inground** Basic: _____, Coated Site: _____	$1,130.00	$4,520.00
1	39024I	**GameTime - Bingo's Playhouse** 2 Color HDPE: _____, 2 ColorHDPE2: _____, Basic: _____, HDPE: _____	$9,904.00	$9,904.00

QUOTE

106743-01-08 • 05/12/2026

1	91778	**GameTime - SkyRun Zip Track 35 - Zip Seat** Accent: _____, Basic: _____, Deck:Pvc: _____	$18,730.00	$18,730.00
1	6197	**GameTime - Backhoe Digger** Basic: _____	$1,645.00	$1,645.00
1	6198	**GameTime - Backhoe Digger, Accessible** Basic: _____	$1,671.00	$1,671.00
1	178749	**GameTime - Owner's Kit**	$98.07	$98.07
4	161292	**GameTime - Wear Mat 36" x 36"**	$358.00	$1,432.00
2	QRI433	**GT-Shade - HYU101008IG HYPERBOLIC UMB 10X10X8** Basic: _____, Fabric 1: _____	$4,720.00	$9,440.00
1	EWF	**Other - Engineered Wood Fiber Safety Surfacing*** 400 CY 12" depth Includes geo-fabric Includes blow-in	$21,437.30	$21,437.30
1	PIP	**Other - Poured-in-Place Safety Surfacing*** 238SF 8ft CFH Includes security Includes disposal	$16,370.00	$16,370.00

Sub Total	$228,716.37
Freight	$19,329.54
Grand Total	**$248,045.91**

Comments

Owner is responsible for accepting delivery and storage of play equipment
Owner is responsible for removal of existing play equipment, safety surfacing, and drainage
Owner is responsible for providing a flat and level area with less than 1% grade change

This quotation is subject to current MWP Recreation (MWP) policies as well as the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment. Purchases in excess of $1,000.00 to be supported by your written purchase order made out to MWP Recreation.

Each quote is handled on a per order/project basis. Unless a long-term agreement is in place between purchaser and MWP, terms and conditions of this quotation shall be as outlined herein with no other requirements applicable.

Any changes made to product and/or services after initial order(s) has/have been received by MWP will result in production and/or schedule time frame modifications. Please contact your regional representative to receive a revised schedule for your order/project.

Indemnification; Owner/Owner's Representative will indemnify and hold Minnesota Playground, Inc., dba, MWP Recreation (MWP), harmless for all claims, damages and related costs, including reasonable legal fees and costs, arising out of Owner/Owner's Representative's negligence or noncompliance with any of its commitments under this document. MWP will indemnify and hold Owner/Owner's Representative harmless for all claims, damages and related costs, including reasonable legal fees and costs, arising out of MWP's negligence or noncompliance with any of its commitments under this document.

Excusable Delays/Additional Costs: MWP, and/or its affiliates, shall be liable for default unless delay of performance, whether supplying materials only or including installation in accordance with our project scope, is caused by an occurrence beyond reasonable control of MWP, and/or its affiliates, such as, but not limited to, acts of Superior Force or the public enemy, acts of Government in either its sovereign or contractual capacity, fire, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, delays of common carriers (for transportation of goods whether raw materials or finished product), attainability of raw materials and severe tariffs. Such events resulting in additional costs are not included in quoted amounts and shall be the responsibility of the Owner/Owner's Representative. Any additional costs shall be provided in writing for purchaser's records and shall be due upon payment of invoice.

Pricing: f.o.b. factory, firm for 15 days from date of quotation. If placing an order after expiration of quote, please contact our office for updated pricing. A tax-exempt certificate is needed at time of order entry for all orders whether from tax-supported government agencies or not. Sales tax, if applicable, will be added at time of invoice unless a tax exempt certificate is provided at time of order entry.

Payment terms: net 30 days for tax supported governmental agencies. Should this quotation be forwarded to an agency not listed on this quote, credit terms, as well as other terms and conditions herein, may be need to be altered. For instance, non-tax supported organization purchasing any or all products and/or services quoted herein may require full payment for that amount due at time of order entry. Remaining balance owed by tax supported agency, if any, shall still be net 30 days. A 1.5% per month finance charge will be imposed on all past due accounts. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Retainage not accepted.

Unless already on file, please include a tax exempt certificate upon order entry whether a tax supported government agency or other.

GameTime Standard Product Shipment: order shall ship within six to eight weeks after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, if required, and receipt of deposit, if required. Receipt of anything other than what is stated herein will not constitute an order and therefore no materials will be placed into production nor installation, if required, will be scheduled.

EWF Shipment: order shall deliver within 14 - 21 days after our receipt and acceptance of your purchase order as well as schedule and weather allowing. Bulk material will ship via semi-truck/trailer with a live floor system in trailer which allows driver to deposit EWF directly onto a specific area provided proper access is available. If driver is asked to deposit EWF in certain area, driver has final say whether the site conditions allow proper access for the semi-truck/trailer. If MWP is installing EWF, bulk material will need to be deposited no farther than 30 yards from play area where surfacing is to be spread. If distance from deposited EWF to play area is greater than 30 yards, additional time/cost will be charged based on lack of site access. Additionally, this 30 yard route to install EWF must be free from any/all obstacles such as, but not limited to, landscaping, curbing, fencing, etc. Site restoration is not included and will be the responsibility of the owner/owner's representative. Road restrictions may be in effect and cause delays depending on time of year.

Freight charges: Prepaid & added

Exclusions: unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders and drainage provisions.

Order Information:

Bill To: _____ Ship To: _____

Company: _____ Project Name: _____

Attn: _____ Attn: _____

Address: _____ Address: _____

City, State, Zip: _____ City, State, Zip: _____

Contact: _____ Contact: _____

Tel: _____ Tel: _____

Email:_____ Email:_____

Acceptance of quotation:

Accepted By (printed): _____ P.O. No: _____

Signature: _____ Date: _____

Title: _____ Phone: _____

Facsimile: _____ Purchase Amount: **$248,045.91**


GameTime
A PLAYCORE Company
Color Palette: Custom
Uprights: Butterscotch
Accent: Red
HDPE: Spring Green
2 Color HDPE: Red/White
2 Color HDPE: Blue/White
Deck: Blue
Roto Plastic: Green
Rock Plastic: Deep Granite
Metal Roof: Red
Fabric: Navy Blue
PIP: 50/50-Black/Blue
SUNNYSIDE PARK - OPT. 2
Rogers, MN D12925L2
recreation
Images are a representation only.


GameTime
A PLAYCORE Company
SUNNYSIDE PARK - OPT. 2
Rogers, MN D12925L2
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Rogers, MN D12925L2
recreation
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GameTime
A PLAYCORE Company
SUNNYSIDE PARK - OPT. 2
Rogers, MN D12925L2
recreation

STAFF REPORT **Meeting Date**: May 26, 2026

ROGERS CITY COUNCIL **Agenda Item**: 5.18

Subject: Approval to Hire for the Recreation Administrative Assistant II
Prepared By:

Recommended Council Action

Overview / Background / Analysis
At the April 14, 2026 meeting, Council authorized the advertisement for the Administrative Assistant II (Recreation) position. This position works directly with Mike Bauer to assist him with his duties and the various committees he oversees. Over 40 applications were received for the position. Two rounds of interviews were conducted; a first-round Teams (virtual) interview and a second-round in-person interview. The committee selected a finalist and a job offer has been extended.

At the time of this memo, the offer has not yet been accepted.

We are putting this item in as a place-holder, and will update this memo once the offer is accepted, or if we go with another candidate.

Staff Recommendation

Financial Impact: **Source Fund**:

Budgeted?

Supporting Documentation
None

STAFF REPORT **Meeting Date**: May 26, 2026

ROGERS CITY COUNCIL **Agenda Item**: 6.1

Subject: Public Hearing and Consideration of a Right-of-Way Vacation Request Corresponding to the Development of the Property at 21355 136th Avenue
Prepared By: Brett Angell, Community Development Director

Recommended Council Action
Open the public hearing and take public feedback on the request.

Motion to approve Resolution 2026-50 approving a right-of-way vacation request corresponding to the development of the property at 21355 136th Avenue.

Overview / Background / Analysis
In 2025, the City of Rogers entered into a purchase agreement to sell certain property located at 21355 136th Ave to Cloutier Properties for the future development of a retail strip center of approximately 10,000 square feet. On May 12, 2026, the City Council approved a site plan and variance request corresponding to this development. The approved development consists of an approximately 9,100 square foot retail building. The building is expected to include four (4) tenants, including one which would have a drive-through. The approved variance was related to a reduction in the parking setbacks.

As part of this development and property sale, the applicant is requesting the city vacate certain excess right-of-way directly adjacent to the development parcel to the east. The proposed vacation area is depicted in the attachments. It is anticipated that the vacated area will be utilized by the development for any onsite stormwater treatment that may be required and for the placement of their monument/freestanding signage.

Around 2006, the City of Rogers re-aligned Rogers Drive at the time of the development of the movie theater and adjacent retail buildings. With the re-alignment, it shifted Rogers Drive slightly to the east to create an intersection. Previously, Rogers Drive went straight north-south. With the re-alignment, it created an area of excess right-of-way adjacent to the development parcel that is no longer needed for right-of-way purposes with the current build-out of the area. Aerials showing the changes to the alignment in the past are attached to this item.

The vacation of the right-of-way provides additional flexibility to the lot to ensure the building can hit the proposed sizing and to allow for the site to create as much parking as possible.

Staff Recommendation
Staff recommend the approval of Resolution 2026-50 approving a right-of-way vacation request corresponding to the development of the property at 21355 136th Avenue.

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

Budgeted? N/A

Supporting Documentation
A. Resolution 2026-50 Maynards Lot Vacations
B. Aerial Photos
C. Vacation Exhibit

CITY OF ROGERS

RESOLUTION NO. 2026-50

A RESOLUTION VACATING CERTAIN ROGERS DRIVE RIGHT-OF-WAY LOCATED TO THE EAST OF THE PROPERTY AT 21355 136TH AVENUE

WHEREAS, a public hearing to consider vacating a certain right-of-way was held on May 26th, 2026, at 7:00 p.m. before the Rogers City Council at 21201 Memorial Drive, Rogers, MN, after due published notice had been given by the City Clerk; and,

WHEREAS, the vacations are required in connection with the future development of the parcel located at 21355 136th Avenue, legally described as Lot 1, Block 2, Diamond Lake Village, that has an approved development plan for the construction of a new retail multi-tenant building of approximately 9,100 square feet; and,

WHEREAS, due to a previous roadway realignment of Rogers Drive, excess right-of-way was created that is no longer needed for current or future right-of-way purposes; and,

WHEREAS, the right-of-way vacated is legally described in Exhibit A and depicted in Exhibit B; and,

WHEREAS, there was no objection to vacating the right-of-way and easements as described herein, and the Rogers City Council found it to be in the public interest to vacate said right-of-way and easements; and,

WHEREAS, four-fifths (4/5) of all members of the City Council concur in this Resolution.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROGERS, MINNESOTA, the City hereby declares that excess Rogers Drive right-of-way as legally described in Exhibit A and depicted in Exhibit B, is hereby vacated.

BE IT FURTHER RESOLVED, the Mayor and City Clerk are hereby authorized to sign all documents necessary to effectuate the intent of this Resolution.

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 May 26th, 2026.

_____
Shannon Klick, Mayor

ATTEST:

_____
Stacie Brown, City Clerk

EXHIBIT A

LEGAL DESCRIPTIONS

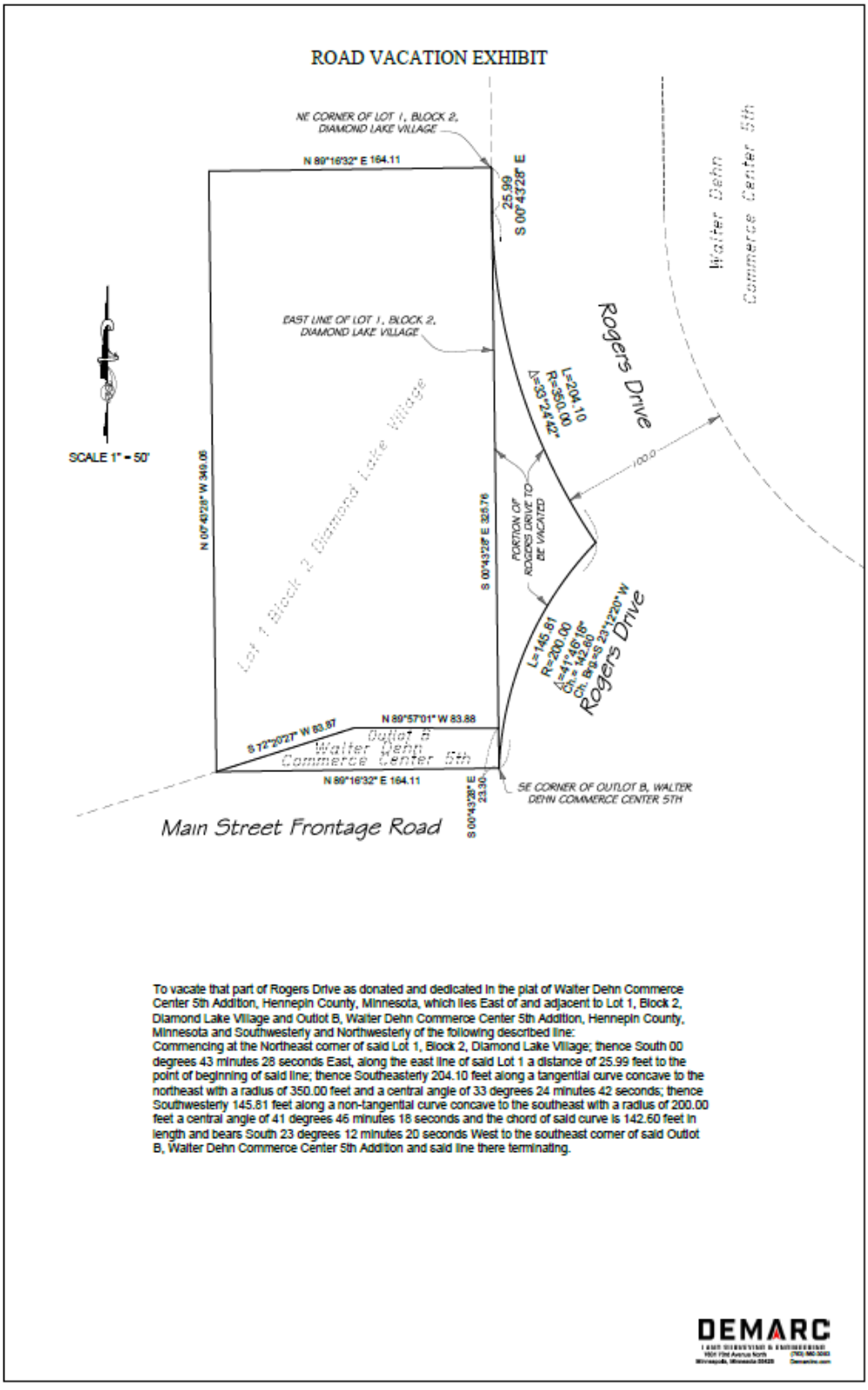
RIGHT-OF-WAY VACATION

To vacate that part of Rogers Drive as donated and dedicated in the plat of Walter Dehn Commerce Center 5th Addition, Hennepin County, Minnesota, which lies East of and adjacent to Lot 1, Block 2, Diamond Lake Village and Outlot B, Walter Dehn Commerce Center 5th Addition, Hennepin County, Minnesota and Southwesterly and Northwesterly of the following described line:

Commencing at the Northeast corner of said Lot 1, Block 2, Diamond Lake Village; thence South 00 degrees 43 minutes 28 seconds East, along the east line of said Lot 1 a distance of 25.99 feet to the point of beginning of said line; thence Southeasterly 204.10 feet along a tangential curve concave to the northeast with a radius of 350.00 feet and a central angle of 33 degrees 24 minutes 42 seconds; thence Southwesterly 145.81 feet along a non-tangential curve concave to the southeast with a radius of 200.00 feet a central angle of 41 degrees 46 minutes 18 seconds and the chord of said curve is 142.60 feet in length and bears South 23 degrees 12 minutes 20 seconds West to the southeast corner of said Outlot B, Walter Dehn Commerce Center 5th Addition and said line there terminating.

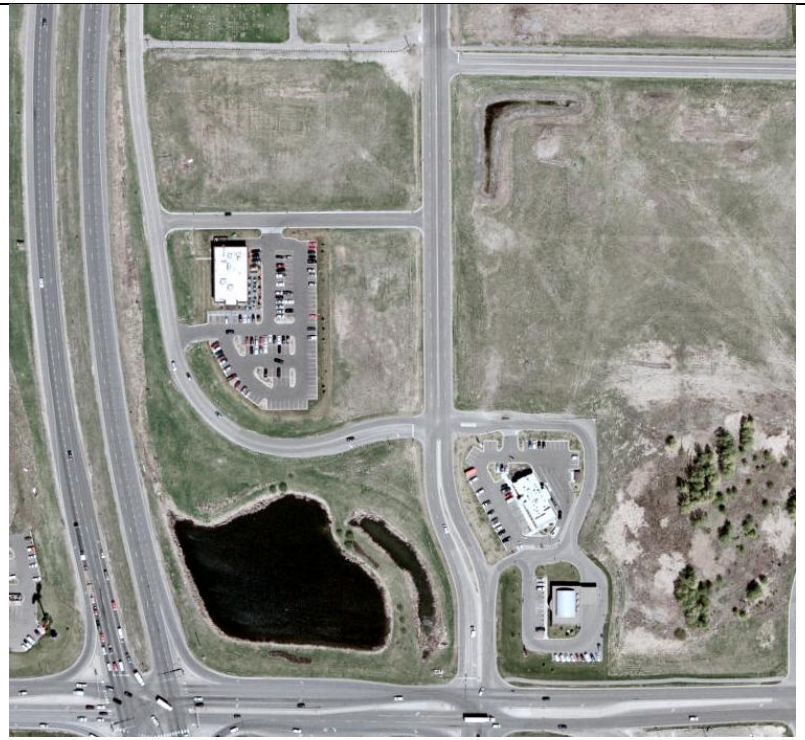
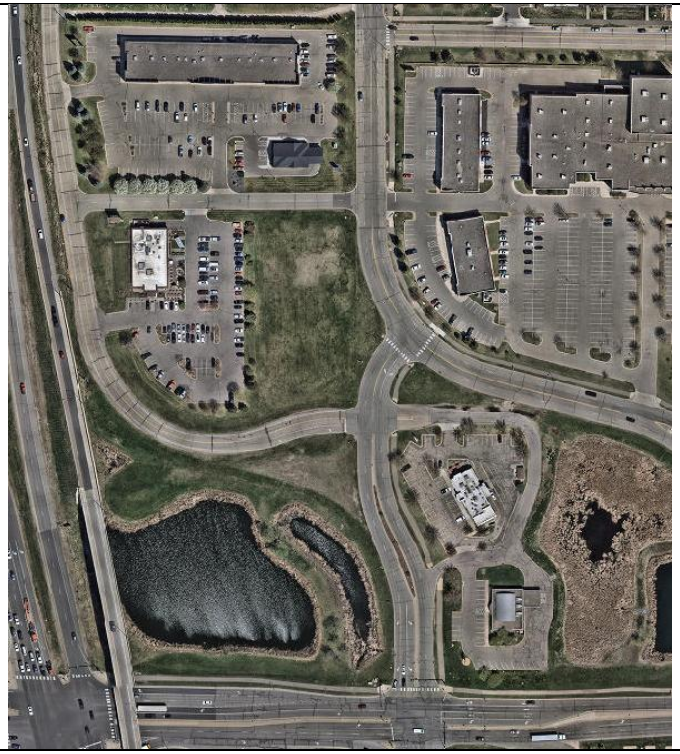
EXHIBIT B

VACATION DEPICTION

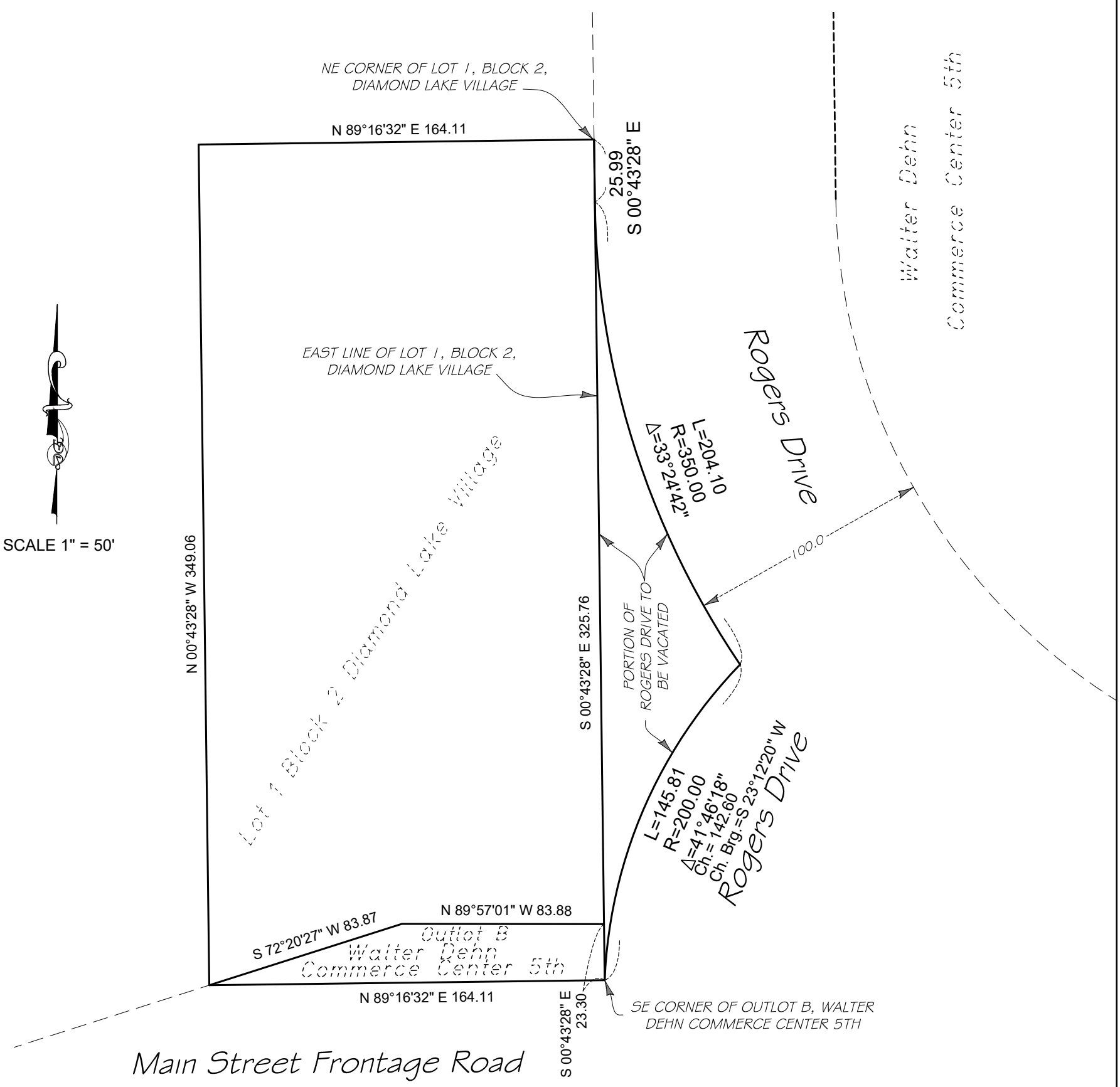


To vacate that part of Rogers Drive as donated and dedicated in the plat of Walter Dehn Commerce Center 5th Addition, Hennepin County, Minnesota, which lies East of and adjacent to Lot 1, Block 2, Diamond Lake Village and Outlot B, Walter Dehn Commerce Center 5th Addition, Hennepin County, Minnesota and Southwesterly and Northwesterly of the following described line:
Commencing at the Northeast corner of said Lot 1, Block 2, Diamond Lake Village; thence South 00 degrees 43 minutes 28 seconds East, along the east line of said Lot 1 a distance of 25.99 feet to the point of beginning of said line; thence Southeasterly 204.10 feet along a tangential curve concave to the northeast with a radius of 350.00 feet and a central angle of 33 degrees 24 minutes 42 seconds; thence Southwesterly 145.81 feet along a non-tangential curve concave to the southeast with a radius of 200.00 feet a central angle of 41 degrees 46 minutes 18 seconds and the chord of said curve is 142.60 feet in length and bears South 23 degrees 12 minutes 20 seconds West to the southeast corner of said Outlot B, Walter Dehn Commerce Center 5th Addition and said line there terminating.

DEMARC

Before Realignment	After Realignment
	

ROAD VACATION EXHIBIT



To vacate that part of Rogers Drive as donated and dedicated in the plat of Walter Dehn Commerce Center 5th Addition, Hennepin County, Minnesota, which lies East of and adjacent to Lot 1, Block 2, Diamond Lake Village and Outlot B, Walter Dehn Commerce Center 5th Addition, Hennepin County, Minnesota and Southwesterly and Northwesterly of the following described line:
Commencing at the Northeast corner of said Lot 1, Block 2, Diamond Lake Village; thence South 00 degrees 43 minutes 28 seconds East, along the east line of said Lot 1 a distance of 25.99 feet to the point of beginning of said line; thence Southeasterly 204.10 feet along a tangential curve concave to the northeast with a radius of 350.00 feet and a central angle of 33 degrees 24 minutes 42 seconds; thence Southwesterly 145.81 feet along a non-tangential curve concave to the southeast with a radius of 200.00 feet a central angle of 41 degrees 46 minutes 18 seconds and the chord of said curve is 142.60 feet in length and bears South 23 degrees 12 minutes 20 seconds West to the southeast corner of said Outlot B, Walter Dehn Commerce Center 5th Addition and said line there terminating.

DEMARC
LAND SURVEYING & ENGINEERING
7601 73rd Avenue North
Minneapolis, Minnesota 55428
(763) 560-3093
DemarcInc.com

STAFF REPORT **Meeting Date**: May 26, 2026

ROGERS CITY COUNCIL **Agenda Item**: 6.2

Subject: Public Hearing to Consider Adopting the Following Ordinances:

- Ordinance No. 2026-07, An Ordinance Implementing an Electric Service Franchise Fee on Northern States Power Company, D/B/A Xcel Energy, a Minnesota Corporation, its Successors and Assigns, for Providing Electric Service within the City of Rogers, Minnesota
- Ordinance No. 2026-11, An Ordinance Implementing a Gas Energy Franchise Fee on CenterPoint Energy Minnegasco, a Division of CenterPoint Energy Resources Corporation, a Delaware Corporation, its Successors and Assigns, for Providing Gas Energy Service within the City of Rogers, Minnesota
- Ordinance No. 2026-12, An Ordinance Implementing an Electric Service Franchise Fee on Wright-Hennepin Cooperative Electrical Association, a Minnesota Corporation, its Successors and Assigns, for Providing Electric Service within the City of Rogers, Minnesota

Prepared By: Bridget Bruska, Finance Director

Recommended Council Action

Motions to Adopt the Following Ordinances:

- Ordinance No. 2026-07, An Ordinance Implementing an Electric Service Franchise Fee on Northern States Power Company, D/B/A Xcel Energy, a Minnesota Corporation, its Successors and Assigns, for Providing Electric Service within the City of Rogers, Minnesota
- Ordinance No. 2026-11, An Ordinance Implementing a Gas Energy Franchise Fee on CenterPoint Energy Minnegasco, a Division of CenterPoint Energy Resources Corporation, a Delaware Corporation, its Successors and Assigns, for Providing Gas Energy Service within the City of Rogers, Minnesota
- Ordinance No. 2026-12, An Ordinance Implementing an Electric Service Franchise Fee on Wright-Hennepin Cooperative Electrical Association, a Minnesota Corporation, its Successors and Assigns, for Providing Electric Service within the City of Rogers, Minnesota

Overview / Background / Analysis

The City currently assesses franchise fees on gas and electric utility services provided by private utility companies, including CenterPoint Energy, Xcel Energy, and Wright-Hennepin Cooperative Electric Association. Franchise fee revenues are dedicated to funding the City’s Pavement Management Program (PMP).

The PMP was implemented to provide a sustainable funding source for roadway maintenance and reconstruction activities while reducing the City's reliance on large special assessments to property owners. In addition to roadway improvements, the program also assists with utility undergrounding and related infrastructure improvements. Additional information regarding the Pavement Management Program can be found on the City's website.

The current franchise fees have remained unchanged for approximately ten years. During that time, construction costs have increased significantly. Construction cost indexes have increased approximately 1.5 times over the past five years alone, resulting in the purchasing power of the existing fees declining substantially. As roadway and infrastructure costs continue to rise, the current fee structure is no longer sufficient to maintain the long-term sustainability of the Pavement Management Program.

The proposed ordinances update the monthly residential franchise fee from $9 per month to $14 per month, allocated between gas and electric utility services. The updated fees would become effective September 1, 2026.

In addition, the proposed ordinances include annual 3% increases over the next four years (through 2030). The intent of the annual adjustment is to allow the City to better keep pace with rising construction and infrastructure costs and avoid the City falling significantly behind again in future years.

At the conclusion of the five-year period, staff anticipate bringing forward updated ordinances for Council consideration. The proposed structure does not limit the City Council's authority, and the Council may amend or modify the ordinances at any time as deemed appropriate.

Staff Recommendation
Motions to Adopt the Following Ordinances:

- Ordinance No. 2026-07, An Ordinance Implementing an Electric Service Franchise Fee on Northern States Power Company, D/B/A Xcel Energy, a Minnesota Corporation, its Successors and Assigns, for Providing Electric Service within the City of Rogers, Minnesota
- Ordinance No. 2026-11, An Ordinance Implementing a Gas Energy Franchise Fee on CenterPoint Energy Minnegasco, a Division of CenterPoint Energy Resources Corporation, a Delaware Corporation, its Successors and Assigns, for Providing Gas Energy Service within the City of Rogers, Minnesota
- Ordinance No. 2026-12, An Ordinance Implementing an Electric Service Franchise Fee on Wright-Hennepin Cooperative Electrical Association, a Minnesota Corporation, its Successors and Assigns, for Providing Electric Service within the City of Rogers, Minnesota

Financial Impact: N/A

Source Fund: Fund 401 - Pavement Management Program

Budgeted? N/A

Supporting Documentation

A. Ordinance 2026-07 Franchise Fee Ordinance - Xcel
B. Ordinance 2026-11 Franchise Fee Ordinance - CenterPoint
C. Ordinance 2026-12 Franchise Fee Ordinance - Wright Hennepin

ORDINANCE NO. 2026-07

AN ORDINANCE IMPLEMENTING AN ELECTRIC SERVICE FRANCHISE FEE ON NORTHERN STATES POWER COMPANY, D/B/A XCEL ENERGY, A MINNESOTA CORPORATION, ITS SUCCESSORS AND ASSIGNS, FOR PROVIDING ELECTRIC SERVICE WITHIN THE CITY OF ROGERS, MINNESOTA

The Rogers City Council ordains as follows:

Section 1. Purpose

The Rogers City Council has determined that it is in the best interest of the City to impose a franchise fee on those public utility companies and cooperatives that provide gas or electric services within the City of Rogers. The purpose of this ordinance is to establish that such franchise fees be paid to the City by these utility companies and to ensure that the funds collected are allocated to the Rogers Pavement Management Plan.

Section 2. City Authority

Pursuant to City Ordinance 2024-11, Electric Franchise Ordinance, ("Franchise Agreement"), and Minnesota Statute §216B.36, the City has the right to impose a franchise fee on Northern States Power Company, d/b/a Xcel Energy, a Minnesota corporation, its successors and assigns, ("Company").

Section 3. Franchise Fee Statement

A franchise fee is hereby imposed on Company, under its electric franchise in accordance with the schedule attached hereto ("Schedule A") and made a part of this Ordinance, commencing with the Company's September 1, 2026 billing month.

This fee shall be in lieu of any use of right-of-way permit or other related fees being imposed on Company. This fee is an account-based fee on each premise and not a meter-based fee. In the event that an entity covered by this ordinance has more than one meter at a single premise, but only one account, only one fee shall be assessed to that account. If a premise has two or more meters being billed at different rates, the Company may have an account for each rate classification, which will result in more than one franchise fee assessment for electric service to that premise. If the Company combines the rate classifications into a single account, the franchise fee assessed to the account will be the largest franchise fee applicable to a single rate classification for energy delivered to that premise. In the event any entities covered by this ordinance have more than one premise, each premise (address) shall be subject to the appropriate fee. In the event a question arises as to the proper fee amount for any premise, the Company's manner of billing for energy used at all similar premises in the city will control.

Section 4. Payment

The franchise fee shall be payable quarterly and shall be based on the amount collected by Company during complete billing months during the period for which payment is to be made by imposing a surcharge equal to the designated franchise fee for the applicable customer classification in all customer billings for electric service in each class. The payment shall be due the last business day of the month following the period for which the payment is made. The franchise fee may be changed by ordinance from time to time; however, each change shall meet the same notice requirements and not occur more often than annually and no change shall require a collection from any customer for electric service in excess of the amounts specifically permitted by the attached fee schedule. No franchise fee shall be payable by Company if Company is legally unable to first collect an amount equal to the franchise fee from its customers in each applicable class of customers by imposing a surcharge in Company's applicable rates for electric service. Company may pay the City the fee based upon the surcharge billed subject to subsequent reductions to account for uncollectibles, refunds and correction of erroneous billings. Company agrees to make its records available for inspection by the City at reasonable times provided that the City and its designated representative agree in writing not to disclose any information which would indicate the amount paid by any identifiable customer or customers or any other information regarding identified customers. In addition, the Company agrees to provide at the time of each payment a statement summarizing how the franchise fee payment was determined, including information showing any adjustments to the total surcharge billed in the period for which the payment is being made to account for any uncollectibles, refunds or error corrections.

Section 5. Surcharge

The City recognizes that the Minnesota Public Utilities Commission may allow Company to add a surcharge to customer rates to reimburse Company for the cost of the fee and that Company will surcharge its customers in the City the amount of the fee.

Section 6. Enforcement

Any dispute, including enforcement of a default regarding this Ordinance will be resolved in accordance with Section 2.5 of the Franchise Agreement.

Section 7. Commitment of Funds

All funds collected by the City via this franchise fee shall be committed funds. The funds shall be used exclusively to fund the Rogers Pavement Management Plan. These funds may not be used for any other purpose unless a 4/5 majority of the City Council so votes to amend this Ordinance.

Section 8. Mandatory 5 Year Review

This Ordinance shall be reviewed by the City Council at least once within every five year period to ensure that the Ordinance's purpose is being met.

Section 9. Annual Adjustment of Franchise Fees

The franchise fee amounts shall be set forth in Exhibit A attached hereto, which establishes the applicable fee amounts through and including calendar year 2030.

The City of Rogers shall provide written notice to the Company of the applicable franchise fee for each upcoming calendar year in accordance with this Ordinance. Such notice shall be provided no later than November 1 preceding the year in which the fee is to be effective and shall include a copy of the applicable ordinance establishing the fee.

The franchise fee amounts set forth in Exhibit A, as implemented through annual notice, shall remain in effect unless otherwise amended by action of the City Council.

Section 10. Effective Date of Franchise Fee

The effective date of this Ordinance shall be after its publication and ninety (90) days after the sending of written notice enclosing a copy of this adopted Ordinance to Company, by certified mail. Collection of the fee shall commence as provided above.

This fee ordinance supersedes and replaces the parties' prior fee ordinances, Ordinance No. 2015-15.

Passed by the City Council of the City of Rogers, Hennepin County, Minnesota, this 26th day of May, 2026.

_____
Mayor

ATTEST:

_____
Clerk

SCHEDULE A

Franchise Fee Rates:

Electric Utility

The franchise fee shall be in an amount determined by applying the following schedule per customer premise/per month based on metered service to retail customers within the City:

Class	9/1/2026	1/1/2027	1/1/2028	1/1/2029	1/1/2030
Residential Users	8.00	8.25	8.50	8.75	9.00
Small C&I (ND)	11.00	11.35	11.70	12.05	12.40
Small C&I	68.00	70.05	72.15	74.30	76.55
Large C&I	315.00	324.45	334.20	344.25	354.60
Public Street Light	26.00	26.80	27.60	28.45	29.30
Muni Pump - Non-Demand	18.00	18.55	19.10	19.65	20.25
Muni Pump - Demand	98.00	100.95	104.00	107.10	110.30

Franchise fees are to be collected by Company at the rate listed above, and submitted to the City on a quarterly basis as follows:

January – March collections due by April 30.
April – June collections due by July 31.
July – September collections due by October 31.
October – December collections due by January 31.

ORDINANCE NO. 2026-11

AN ORDINANCE IMPLEMENTING A GAS ENERGY FRANCHISE FEE ON CENTERPOINT ENERGY MINNEGASCO, A DIVISION OF CENTERPOINT ENERGY RESOURCES CORPORATION, A DELAWARE CORPORATION, ITS SUCCESSORS AND ASSIGNS, FOR PROVIDING GAS ENERGY SERVICE WITHIN THE CITY OF ROGERS, MINNESOTA

The Rogers City Council ordains as follows:

Section 1. Purpose

The Rogers City Council has determined that it is in the best interest of the City to impose a franchise fee on those public utility companies that provide gas energy or electric services within the City of Rogers. The purpose of this ordinance is to establish that such franchise fees be paid to the City and to ensure that the funds collected are allocated to the Rogers Pavement Management Plan.

Section 2. City Authority

Pursuant to City Ordinance 2024-02, Gas Franchise Ordinance ("Franchise Agreement"), and Minnesota Statute §216B.36, the City has the right to impose a franchise fee on Centerpoint Energy Minnegasco, a division of Centerpoint Energy Resources Corporation, a Delaware corporation, its successors and assigns ("Company").

Section 3. Franchise Fee Statement

A franchise fee is hereby imposed on Company, under its Franchise Agreement in accordance with the schedule attached hereto ("Schedule A") and made a part of this Ordinance, commencing with the Company's September 1, 2026 billing month.

This fee shall be in lieu of any use of right-of-way permit or other related fees being imposed on Company.

Section 4. Payment

The franchise fee shall be payable quarterly and shall be based on the amount collected by Company during complete billing months during the period for which payment is to be made by imposing a surcharge equal to the designated franchise fee for the applicable customer classification in all customer billings for gas energy service in each class. The payment shall be due the last business day of the month following the period for which the payment is made. The franchise fee may be changed by ordinance from time to time; however, each change shall meet the same notice requirements and not occur more often than annually and no change shall require a collection from any customer for gas energy service in excess of the amounts specifically permitted by the attached

fee schedule. No franchise fee shall be payable by Company if Company is legally unable to first collect an amount equal to the franchise fee from its customers in each applicable class of customers by imposing a surcharge in Company's applicable rates for gas energy service. Company may pay the City the fee based upon the surcharge billed subject to subsequent reductions to account for uncollectibles, refunds and correction of erroneous billings. Company agrees to make its records available for inspection by the City at reasonable times provided that the City and its designated representative agree in writing not to disclose any information which would indicate the amount paid by any identifiable customer or customers or any other information regarding identified customers. In addition, the Company agrees to provide at the time of each payment a statement summarizing how the franchise fee payment was determined, including information showing any adjustments to the total surcharge billed in the period for which the payment is being made to account for any uncollectibles, refunds or error corrections.

Section 5. Surcharge

The City recognizes that the Minnesota Public Utilities Commission may allow Company to add a surcharge to customer rates to reimburse Company for the cost of the fee and that Company will surcharge its customers in the City the amount of the fee.

Section 6. Enforcement

Any dispute, including enforcement of a default regarding this Ordinance will be resolved in accordance with Section 2.5 of the Franchise Agreement.

Section 7. Commitment of Funds

All funds collected by the City via this franchise fee shall be committed funds. The funds shall be used exclusively to fund the Rogers Pavement Management Plan. These funds may not be used for any other purpose unless a 4/5 majority of the City Council so votes to amend this Ordinance.

Section 8. Mandatory 5 Year Review

This Ordinance shall be reviewed by the City Council at least once within every five-year period to ensure that the Ordinance's purpose is being met.

Section 9. Exception

Effective September 1, 2026, agricultural grain dryer customers in all customer classifications shall be exempt from payment of this fee.

Section 10. Annual Adjustment of Franchise Fees

The franchise fee amounts shall be set forth in Exhibit A attached hereto, which establishes the applicable fee amounts through and including calendar year 2030.

The City of Rogers shall provide written notice to the Company of the applicable franchise fee for each upcoming calendar year in accordance with this Ordinance. Such notice shall be provided no later than November 1 preceding the year in which the fee is to be effective and shall include a copy of the applicable ordinance establishing the fee.

The franchise fee amounts set forth in Exhibit A, as implemented through annual notice, shall remain in effect unless otherwise amended by action of the City Council.

Section 11. Effective Date of Franchise Fee

The effective date of this Ordinance shall be after its publication and ninety (90) days after the sending of written notice enclosing a copy of this adopted Ordinance to Company, by certified mail. Collection of the fee shall commence as provided in Section 3 above.

This fee ordinance supersedes and replaces the parties' prior fee ordinances, Ordinance No. 2015-16 and 2017-05.

Passed by the City Council of the City of Rogers, Hennepin County, Minnesota, this 26th day of May, 2026.

_____
Mayor

ATTEST:

_____
Clerk

SCHEDULE A

Franchise Fee Rates:

Gas Utility

The franchise fee shall be in an amount determined by applying the following schedule per customer meter/per month based on metered service to retail customers within the City:

Class	9/1/2026	1/1/2027	1/1/2028	1/1/2029	1/1/2030
Residential	6.00	6.20	6.40	6.60	6.80
Com - A	11.00	11.35	11.70	12.05	12.40
Com/Ind-B	30.00	30.90	31.85	32.80	33.80
Com/Ind-C	105.00	108.15	111.40	114.75	118.20
SVDF - A	222.00	228.65	235.50	242.55	249.85
SVDF - B	222.00	228.65	235.50	242.55	249.85
LVDF	1,200.00	1,236.00	1,273.10	1,311.30	1,350.65

Franchise fees are to be collected by Company at the rate listed above, and submitted to the City on a quarterly basis as follows:

January – March collections due by April 30.
April – June collections due by July 31.
July – September collections due by October 31.
October – December collections due by January 31.

ORDINANCE NO. 2026 - 12

AN ORDINANCE IMPLEMENTING AN ELECTRIC SERVICE FRANCHISE FEE ON WRIGHT-HENNEPIN COOPERATIVE ELECTRICAL ASSOCIATION, A MINNESOTA COOPERATIVE, ITS SUCCESSORS AND ASSIGNS, FOR PROVIDING ELECTRIC SERVICE WITHIN THE CITY OF ROGERS, MINNESOTA

The Rogers City Council ordains as follows:

Section 1. Purpose

The Rogers City Council has determined that it is in the best interest of the City to impose a franchise fee on those public utility companies and cooperatives that provide gas or electric services within the City of Rogers. The purpose of this ordinance is to establish that such franchise fees be paid to the City and to ensure that the funds collected are allocated to the Rogers Pavement Management Plan.

Section 2. City Authority

Pursuant to Minnesota Statute §216B.36, the City has the right to impose a franchise fee on Wright-Hennepin Cooperative Electrical Association, a Minnesota cooperative, its successors and assigns, ("Company" herein), in an amount and upon such terms and conditions as are negotiated and deemed mutually acceptable to both the City and Company.

Section 3. Franchise Fee Statement

A franchise fee is hereby imposed on Company, under MN Statute Section 216B.36 in accordance with the schedule attached hereto ("Schedule A") and made a part of this Ordinance, commencing with the Company's September 1, 2026 billing month.

This fee shall be in lieu of any use of right-of-way permit or other related fees being imposed on Company. This fee is an account-based fee on each premise and not a meter-based fee. In the event that an entity covered by this ordinance has more than one meter at a single premise, but only one account, only one fee shall be assessed to that account. If a premise has two or more meters being billed at different rates, the Company may have an account for each rate classification, which will result in more than one franchise fee assessment for electric service to that premise. If the Company combines the rate classifications into a single account, the franchise fee assessed to the account will be the largest franchise fee applicable to a single rate classification for energy delivered to that premise. In the event any entities covered by this ordinance have more than one premise, each premise (address) shall be subject to the appropriate fee. In the event a question arises as to the proper fee amount for any premise, the Company's manner of billing for energy used at all similar premises in the city will control.

Section 4. Payment

The franchise fee shall be payable quarterly and shall be based on the amount collected by Company during complete billing months during the period for which payment is to be made by imposing a surcharge equal to the designated franchise fee for the applicable customer classification in all customer billings for electric energy service in each class. The payment shall be due the last business day of the month following the period for which the payment is made. The franchise fee may be changed by ordinance from time to time; however, each change shall meet the same notice requirements and not occur more often than annually and no change shall require a collection from any customer for electric service in excess of the amounts specifically permitted by the attached fee schedule. No franchise fee shall be payable by Company if Company is legally unable to first collect an amount equal to the franchise fee from its customers in each applicable class of customers by imposing a surcharge in Company's applicable rates for electric energy service. Company may pay the City the fee based upon the surcharge billed subject to subsequent reductions to account for uncollectibles, refunds and correction of erroneous billings. Company agrees to make its records available for inspection by the City at reasonable times provided that the City and its designated representative agree in writing not to disclose any information which would indicate the amount paid by any identifiable customer or customers or any other information regarding identified customers. In addition, the Company agrees to provide at the time of each payment a statement summarizing how the franchise fee payment was determined, including information showing any adjustments to the total surcharge billed in the period for which the payment is being made to account for any uncollectibles, refunds or error corrections.

Section 5. Equivalent Fee Requirement.

This ordinance shall not be effective against Company unless it lawfully imposes and the City monthly or more often collects a fee or tax of the same or greater equivalent amount on the receipts from sales of energy within the City by any other energy supplier, provided that, as to such a supplier, the City has the authority to require a franchise fee or to impose a tax. The "same or greater equivalent amount" shall be measured, if practicable, by comparing amounts collected as a franchise fee from each similar customer, or by comparing, as to similar customers the percentage of the annual bill represented by the amount collected for franchise fee purposes. The franchise fee or tax shall be applicable to energy sales for any energy use related to heating, cooling or lighting, or to run machinery and appliances, but shall not apply to energy sales for the purpose of providing fuel for vehicles. If the Company specifically consents in writing to a franchise or separate ordinance collecting or failing to collect a fee from another energy supplier in contravention of this section, the foregoing conditions will be waived to the extent of such written consent.

Section 6. Surcharge

The City recognizes that the Minnesota Public Utilities Commission may allow Company to add a surcharge to customer rates to reimburse Company for the cost of the fee and that Company will surcharge its customers in the City the amount of the fee.

Section 7. Commitment of Funds

All funds collected by the City via this franchise fee shall be committed funds. The funds shall be used exclusively to fund the Rogers Pavement Management Plan. These funds may not be used for any other purpose unless a 4/5 majority of the City Council so votes to amend this Ordinance.

Section 8. Mandatory 5 Year Review

This Ordinance shall be reviewed by the City Council at least once within every five year period to ensure that the Ordinance's purpose is being met.

Section 9. Annual Adjustment of Franchise Fees

The franchise fee amounts shall be set forth in Exhibit A attached hereto, which establishes the applicable fee amounts through and including calendar year 2030.

The City of Rogers shall provide written notice to the Company of the applicable franchise fee for each upcoming calendar year in accordance with this Ordinance. Such notice shall be provided no later than November 1 preceding the year in which the fee is to be effective and shall include a copy of the applicable ordinance establishing the fee.

The franchise fee amounts set forth in Exhibit A, as implemented through annual notice, shall remain in effect unless otherwise amended by action of the City Council.

Section 10. Effective Date of Franchise Fee

The effective date of this Ordinance shall be after its publication and ninety (90) days after the sending of written notice enclosing a copy of this adopted Ordinance to Company, by certified mail. Collection of the fee shall commence as provided above.

This fee ordinance supersedes and replaces the parties' prior fee ordinances, Ordinance No. 2015-17.

Passed by the City Council of the City of Rogers, Hennepin County, Minnesota, this 26th day of May, 2026.

_____
Mayor

ATTEST:

_____
Clerk

SCHEDULE A

Franchise Fee Rates:

Electric Utility

The franchise fee shall be in an amount determined by applying the following schedule per customer premise/per month based on metered service to retail customers within the City:

Class	9/1/2026	1/1/2027	1/1/2028	1/1/2029	1/1/2030
Residential Users	8.00	8.25	8.50	8.75	9.00
Small C&I (ND)	11.00	11.35	11.70	12.05	12.40
Small C&I	68.00	70.05	72.15	74.30	76.55
Large C&I	315.00	324.45	334.20	344.25	354.60
Public Street Light	26.00	26.80	27.60	28.45	29.30
Muni Pump - Non-Demand	18.00	18.55	19.10	19.65	20.25
Muni Pump - Demand	98.00	100.95	104.00	107.10	110.30

Franchise fees are to be collected by Company at the rate listed above, and submitted to the City on a quarterly basis as follows:

January – March collections due by April 30.
April – June collections due by July 31.
July – September collections due by October 31.
October – December collections due by January 31.

STAFF REPORT **Meeting Date**: May 26, 2026

ROGERS CITY COUNCIL **Agenda Item**: 7.1

Subject: Approve the Promotion of Officer Amy Herold to the Position of Patrol Sergeant, Effective June 2, 2026
Prepared By: Dan Wills, Chief of Police

Recommended Council Action
Motion to Approve the Promotion of Officer Amy Herold to the Position of Patrol Sergeant, Effective June 2, 2026

Overview / Background / Analysis
The City Council approved the backfill of a Patrol Sergeant position following the promotion of Sergeant Matt Nelson to Police Captain. The position was posted internally and tailored to our current Rogers Police Department police officers who met the application qualifications. Six officers participated in the first-round interview panel, which included the Deputy Chief, Police Captains, and an external agency Patrol Sergeant. Three finalists advanced to a second interview with Chief Wills, Deputy Chief Foster, and Human Resources Director/Assistant City Administrator Scharber. These finalists also completed a comprehensive leadership assessment conducted by the police department's designated psychological firm. At the conclusion of the process, Officer Amy Herold was selected for promotion to Patrol Sergeant.

Officer Herold completed her Associate's Degree in Law Enforcement from North Hennepin Community College in 2014. Her law enforcement career began as a Reserve Officer with the Elk River Police Department in 2012. In 2013, she was hired as a Community Service Officer at that agency, a position she held for two years. In February 2015, she accepted a Community Service Officer role with the Rogers Police Department, and after approximately one month, was promoted to licensed police officer. Throughout her 11 years as a licensed police officer, she has served in multiple assignments and roles, including Field Training Officer, Detective, and School Resource Officer, in addition to being an active contributor to our Citizen's Police Academy and Shop with a Cop programs. Her awards include five I-94 Chamber Life Saving Awards and the 2023 Mothers Against Drunk Driving (MADD) Tom Keaton Youth Prevention Award. Officer Herold is known for supporting the growth and confidence of others and has been a dedicated mentor to many officers on patrol. She will be an excellent addition to the department's leadership team! We will celebrate her promotion later this year at a formal ceremony.

The remaining candidates are expected to remain on the promotion eligibility list for upcoming Patrol Sergeant openings planned for the fourth quarter of 2026 and a proposed 2027 budgeted position.

Staff Recommendation
Approve the Promotion of Officer Amy Herold to the Position of Patrol Sergeant, Effective June 2, 2026

Financial Impact:

Source Fund:

Budgeted? Yes

Supporting Documentation
None

STAFF REPORT **Meeting Date**: May 26, 2026

ROGERS CITY COUNCIL **Agenda Item**: 7.2

Subject: Items Related to City Hall and Police Department Civic Campus Bid Package #1, City Project No. 2202

- Accept Bids for Bid Package #1
- Approve AIA Document A133· - 2019 Exhibit A Guaranteed Maximum Price (GMP) Amendment Limited-GMP Amendment for Bid Package #1
- Approve Professional Services Agreement (PSA) with Braun Intertec for Response Action Plan/Construction Contingency Plan (RAP/CCP)

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

Recommended Council Action

Motion to Accept Bids for City Hall and Police Department Civic Campus Bid Package #1, City Project No. 2202

Motion to Approve AIA Document A133· - 2019 Exhibit A Guaranteed Maximum Price (GMP) Amendment Limited-GMP Amendment for Bid Package #1

Motion to Approve Professional Services Agreement (PSA) with Braun Intertec for Response Action Plan/Construction Contingency Plan (RAP/CCP)

Overview / Background / Analysis

On January 13, 2026, the City Council approved Approve AIA Document A133-2019, Standard Form of Agreement between the City of Rogers and Terra Construction for Construction Manager at Risk (CM@R) for the Police Department/City Hall Civic Campus, City Project No. 2202. On February 10, 2026, the City Council approved the preliminary plat and site plan for the Civic Campus.

Terra Construction recently advised staff and the city's architectural consultant, Leo A Daly, that precast concrete panels have a near-year-long lead time for fabrication and delivery. Terra proposed an early bid package to include demolition, precast panels (lock in price and schedule) and earthwork/utilities in Bid Package #1. On April 28, 2026, the City Council approved Bid Package #1 and authorized the solicitation of bids.

Bids for Bid Package #1 were received on May 19, 2026, with the following lowest responsible bids:

Bid Category	Bidder	Bid	Estimate	Delta
03D Precast Concrete	Molin Concrete	$1,480,449.00	$1,012,788.00	$467,661.00
31B Demo, Earthwork, Utilities	Veit & Co. Inc.	$1,536,559.00	$2,055,000.00	($518,441.00)
Total		$3,017,008.00	$3,067,788.00	($50,780.00)

The full bid tabulation is attached. In total, we received 1 bid for precast and 8 bids for earthwork, 4 of which were from local contractors. Some of the quality requirements listed in the precast specifications by Leo A Daly limited the pool of precast companies qualified to submit a bid. However, we are not concerned about only receiving 1 precast bid, as it is a specialty contractor and it is not abnormal for this to happen. Moline Concrete was the precast contractor for the Fire Station 2 project, which had similar quality requirements in the specifications.

For the AIA Document A 133· - 2019 Exhibit A Guaranteed Maximum Price (GMP) Amendment Limited-GMP Amendment for Bid Package #01, the following scopes of work are included:

Original Construction Manager Preconstruction Fee	$20,000.00
Bid Category 02D - Precast - Engineering, Shop Drawing and Procurement (limited scope)	$45,000.00
Bid Package #3lB - Earthwodc - Demo, Utilities, Rammed Aggregate Piers	$1,536,559.00
Constructionon Manager- GC's, Bonds, Insurance, Fee (limited scope)	$358,085.00
CM Contingency (10%)	$193,694.00
SAC/WAC, Permits (by owner)	$0.00
Total Limited Amendment #1	**$2,153,608.00**

The estimated amount of work that is anticipated to be completed onsite prior to finalizing the GMP is $1,750,00. For Bid Package #2, much like was done for Bid Package #1, Terra will receive bids and qualification checklists electronically and will evaluate them for scope completeness to ensure the bidder qualifies. Terra will present a bid tabulation of all trade contractor bids received to the City's project representatives. This tabulation will outline the qualified responsible trade contracts.

In order to accommodate the 2 bid packages, Terra will set up the contract in their accounting system based on the approved Bid Package #1 amount. The final GMP will be handled as a Change Order for Bid Package #1, which will accompany the council packet for accepting the bids for Bid Package #2.

In 2025, Braun Intertec prepared and submitted a Response Action Plan/Construction Contingency Plan (RAP/CCP) for the Site. The 2025 RAP/CCP included a brief summary of the project background, description and summary of the known soil and groundwater impacts at the site and discussed the soil vapor results and did not

recommend a soil vapor intrusion mitigation system and recommended pre-construction test pits be completed within the footprint of the former Boyer Truck building. The 2025 RAP/CCP is attached to this report and includes some potential environmental remediation recommendations. The recommendations from the RAP/CCP report were not included in the base bid documents. However, Terra used information from the report and bid unit prices to evaluate the lowest responsible Bid Category 31B contractor. Implementation of the RAP/CCP recommendations may result in a Change Order to the contract.

The MPCA has reviewed and approved the 2025 RAP/CCP with the condition to install a passive sub-slab vapor mitigation system (VMS) with the ability to convert to an active system based on the analytical results of two seasonal post-construction soil vapor sampling events. The attached Braun Intertec proposal and PSA are for the testing and monitoring related to the RAP/CCP. The city will only engage those items in the proposal that are needed as construction progresses.

Staff Recommendation
Motion to Accept Bids for City Hall and Police Department Civic Campus Bid Package #1, City Project No. 2202

Motion to Approve AIA Document A133· - 2019 Exhibit A Guaranteed Maximum Price Amendment Limited GMP Amendment for Bid Package #1

Motion to Approve Professional Services Agreement (PSA) with Braun Intertec for Response Action Plan/Construction Contingency Plan (RAP/CCP)

Financial Impact: $2,153,608.00 (BP#1) **Source Fund**: Bonds, 400
$98,900 (PSA)

Budgeted? Yes

Supporting Documentation
A. Bid Package #1 Bid Tabulation
B. A133-2019 Exhibit A (Limited GMP) Bid Package #1
C. Rogers Civic Campus RAP Implementation Proposal
D. Braun Consultant Professional Services Agreement
E. B2308306.05 - Rogers - RAP Final

Rogers City Hall and Police Department Civic Campus

TERRA PROJECT NUMBER: 26-893
BP #1 - BID DATE: 5/19/2026

Terra CONSTRUCTION

BID SUMMARY: BID PACKAGE #01

DESCRIPTION	BASE BID TOTAL	CD ESTIMATE	DELTA	LOW QUALIFIED BIDDER	# BIDS RCVD	NOTES
BID CATEGORY - 03D Precast Concrete	**$ 1,480,449.00**	$ 1,012,788.00	$ 467,661.00	**Molin Concrete**	1	
BID CATEGORY - 31B Demo, Earth, Utilities	**$ 1,536,559.00**	$ 2,055,000.00	$ (518,441.00)	**Veit & Co. Inc.**	8	
	$ 3,017,008.00	$ 3,067,788.00	*$ (50,780.00)*	*Below Estimate*	9	

BID TABULATION: BID CATEGORY #03D - PRECAST CONCRETE

Contractor	Molin Concrete
Engineering Cost	$ 45,000.00
Shop Drawing & Eng. Base Bid Total	**$ 45,000.00**
Material Remainder	$ 423,860.00
Labor remainder	$ 1,011,589.00
Bid Pack #1 Total	**$ 1,480,449.00**
Vol Alt: Delete Precast Walls at PD finish space	$ (155,830.00)
Lead time Engineer (shops)	8 weeks
Lead Time Production	15 weeks
Install Duration	9 days
Precast onsite	1/8/2027

BID TABULATION: BID CATEGORY #31B - EARTHWORK

Contractor	Veit*	Ramsey	New Look	Rachel	Max Steininger	Fehn	Urban	MUE (Bid Withdrawn)
Building Demo	$ 60,376.00	$ 96,605.00	$ 72,000.00	$ 98,700.00	$ 105,000.00	$ 118,000.00	$ 200,000.00	~~$ 109,000.00~~
Labor remainder	$ 1,114,573.22	$ 1,060,543.00	$ 1,352,500.00	$ 1,281,200.00	$ 1,674,000.00	$ 950,600.00	$ 1,107,500.00	~~$ 1,129,058.00~~
Material remainder	$ 346,609.78	$ 602,705.00	$ 260,500.00	$ 352,900.00	$ 210,000.00	$ 298,000.00	$ 1,107,500.00	~~$ 504,991.00~~
Vol Alt: Traffic Control	$ 15,000.00	$ -	$ -	$ -	$ -	$ -	$ -	~~$ -~~
Bid Pack #1 Total	**$ 1,536,559.00**	**$ 1,759,853.00**	**$ 1,685,000.00**	**$ 1,732,800.00**	**$ 1,989,000.00**	**$ 1,366,600.00**	**$ 2,415,000.00**	~~**$ 1,743,049.00**~~
Vol Alt: Add Agg Pier under slab	$ 79,000.00	$ 77,750.00	$ -	$ -	$ -	$ -	$ -	$ -

UNIT PRICES									
Pond Sediment excavation and removal offsite	UP #1	$ 15.00	$ 25.97	$ 20.00	$ 64.30	$ 35.00	$ 70.00	$ 50.00	~~$ 15.00~~
Unsatisfactory Soils excavation and removal	UP #2	$ 15.00	$ 16.55	$ 26.00	$ 24.20	$ 30.00	$ 39.00	$ 25.00	~~$ 15.00~~
contaminated soil export	UP #3	$ 44.00	$ 46.56	$ 60.00	$ 64.30	$ 40.00	$ 88.00	$ 50.00	~~$ 37.00~~
import and placement of sand	UP #4	$ 18.00	$ 17.30	$ 18.00	$ 14.00	$ 20.00	$ 58.00	$ 22.00	~~$ 11.00~~
import and placement of agg base	UP #5	$ 23.00	$ 22.06	$ 28.00	$ 26.00	$ 25.00	$ 42.00	$ 35.00	~~$ 28.00~~
import and placement of granular material	UP #6	$ 18.00	$ 17.30	$ 18.00	$ 14.00	$ 20.00	$ 28.00	$ 22.00	~~$ 11.00~~
import and placement of mod select granular	UP #7	$ 18.00	$ 22.50	$ 20.00	$ 14.00	$ 20.00	$ 30.00	$ 30.00	~~$ 11.00~~
import and placement of topsoil	UP #8	$ 21.00	$ 39.25	$ 54.00	$ 44.00	$ 35.00	$ 53.00	$ 55.00	~~$ 44.00~~

EVALUATION & RISK ANALYSIS *(Used 11,000 CY of contaminated soils as a variable - estimated based on RAP Report)*								
Export Contaminated Soil	$ 484,000.00	$ 512,160.00	$ 660,000.00	$ 707,300.00	$ 440,000.00	$ 968,000.00	$ 550,000.00	
Import Modified Select Granular	$ 198,000.00	$ 247,500.00	$ 220,000.00	$ 154,000.00	$ 220,000.00	$ 330,000.00	$ 330,000.00	
	$ 682,000.00	$ 759,660.00	$ 880,000.00	$ 861,300.00	$ 660,000.00	$ 1,298,000.00	$ 880,000.00	$ -
Bid Total with Risk Analysis	**$ 2,218,559.00**	**$ 2,519,513.00**	**$ 2,565,000.00**	**$ 2,594,100.00**	**$ 2,649,000.00**	**$ 2,664,600.00**	**$ 3,295,000.00**	

* = 1.4 TONS / CY for Contaminated Soil Export Conversion

Terra CONSTRUCTION

763.463.0220
877.604.2118

info@terragc.com
terragc.com

May 21, 2026

Mr. Doran Cote
22350 S. Diamond Lake Road
Rogers, MN 55374

RE: Rogers City Hall & Police Department Civic Campus
Recommendation to Award Bid Package #01
Approval of GMP Amendment #1 (Limited Scope)

Dear Mr. Cote,

In accordance with state statutes, Terra Construction received bids for Bid Package #01 on Tuesday May 19th, 2026, for the above-referenced project. We have completed our evaluation of the bids and qualification checklists for scope completeness. The attached bid tabulation indicates our recommendation for award to the trade contractors associated with Bid Package #01.

To maintain progress of schedule critical work, while the design is being finalized, we are requesting approval of the Limited Scope GMP Amendment #1 for Bid Package #01 in the amount of $2,153,608.00. This amendment will allow the Precast and Earthwork contractors to proceed with their respective scopes of work.

As previously communicated, the remaining scopes of the work will be bid out as Bid Package #02 in July 2026.

Please feel free to contact me with any questions.

Respectfully Submitted,

Jason Whiting
Executive Vice President

AIA® Document A133® – 2019 Exhibit A

Guaranteed Maximum Price Amendment

Limited GMP Amendment for Bid Package #01

This Amendment dated the 21st day of May in the year 2026, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 13th day of January in the year 2026 (the "Agreement")
(In words, indicate day, month, and year.)

for the following **PROJECT:**
(Name and address or location)

City Hall and Police Department Civic Campus
21701 Industrial Blvd
Rogers, MN 55374

THE OWNER:
(Name, legal status, and address)

City of Rogers
22350 S. Diamond Lake Rd.
Rogers, MN 55374

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

Terra Construction
21025 Commerce Boulevard, Suite 1000
Rogers, MN 55374

TABLE OF ARTICLES

A.1 LIMITED **GUARANTEED MAXIMUM PRICE**

A.2 **DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

A.3 **INFORMATION UPON WHICH AMENDMENT IS BASED**

A.4 **CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS**

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Limited Guaranteed Maximum Price

Pursuant to Section 1.4 of the Agreement, the Owner acknowledges that the procurement of certain scopes of work may need to commence prior to the execution of the Guaranteed Maximum Price Amendment. This Amendment #1 shall serve as the limited notice to proceed and the Construction Manager will proceed with executing such early release Work for Bid Package #01. The Work authorized pursuant to Section 1.4 under this limited notice to proceed will be paid for by Owner in accordance with

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

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

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

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the terms of the Agreement and incorporated into the Guaranteed Maximum Price

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Two Million One Hundred Fifty Three Thousand Six Hundred Eight Dollars ($ 2,153,608.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Limited Guaranteed Maximum Price (Amendment #1). Provided below is an itemized statement of the Limited Guaranteed Maximum Price (Amendment #1) organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Limited Guaranteed Maximum Price (Amendment #1) as defined in Section ~~3.2.1~~ 1.4 of the Agreement.
(Provide itemized statement below or reference an attachment.)

GMP Amendment #1 Summary			
Limited Amendment for Early Bid Package #01 (Bid Categories #03D Precast and 31B Earthwork)	Original Contract	Limited Amendment	Total Limited GMP
Original Construction Manager Preconstruction Fee	$20,000.00	$0.00	$20,000.00
Bid Package #02D - Precast - Engineering, Shop Drawings and Procurement (limited scope)	$0.00	$45,000.00	$45,000.00
Bid Package #31B - Earthwork - Demo, Utilities, Rammed Aggregate Piers	$0.00	$1,536,559.00	$1,536,559.00
Construction Manager - GC's, Bonds, Insurance, Fee (limited scope)	$0.00	$358,085.00	$358,085.00
CM Contingency (10%)	$0.00	$193,694.00	$0.00
SAC/WAC, Permits (by owner)	$0.00	$0.00	$0.00
Total Limited Amendment #1	$20,000.00	$2,133,608.00	$2,153,608.00

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates

§ A.1.1.5.1 Alternates, if any, included in the Limited Guaranteed Maximum Price:

Item	**Price**

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	**Price**	**Conditions for Acceptance**

§ A.1.1.6 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)
Construction Manager Markup is not included in the Unit Prices below

Item	**Units and Limitations**	**Price per Unit ($0.00)**
Unit Price No. 1: Excavation and Removal of Existing Pond Sediment Not Able to be Placed in Locations Indicated on The Civil Plans	Cubic Yard	($15.00)
Unit Price No. 2: Excavation and Removal of Unsatisfactory Soil from The Site	Cubic Yard	($15.00)
Unit Price No. 3: Export of Contaminated Soil Material Off-Site and Disposal	Cubic Yard	($44.00)
Unit Price No. 4: Import and Placement of Sand	Ton	($18.00)
Unit Price No. 5: Import and Placement of Aggregate Base	Ton	($23.00)
Unit Price No. 6: Import and Placement of Granular Material	Ton	($18.00)
Unit Price No. 7: Import and Placement of Modified	Ton	($18.00)

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Select Granular Material
Unit Price No. 8: Import and Placement of Topsoil Cubic Yard ($21.00)

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of execution of this Amendment.

[X] Established as follows: 5/27/2026
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[ ] Not later than ( ) calendar days from the date of commencement of the Work.

[X] By the following date: To be included in the amendment for the remaining scopes of work.

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
See Above A.2.3.1	

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Limited Guaranteed Maximum Price (Amendment #1) and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

§ A.3.1.2 The following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

Specifications issued by LEO A. Daly Titled "Rogers City Hall Police Station Bid Package #1" Dated 04/29/2026 including Bid Package #01 Addendum #1 04/30/2026 and Addendum #2 Dated 05/12/2026

Section	Title	Date	Pages

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§ A.3.1.3 The following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

Drawings issued by LEO A. Daly Titled "Rogers City Hall Police Station Bid Package #1" Dated 04/29/2026 including Bid Package #01 Addendum #1 04/30/2026 and Addendum #2 Dated 05/12/2026

Number	Title	Date

§ A.3.1.4 The Sustainability Plan, if any:
(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Limited Guaranteed Maximum Price (Amendent #1):
(Identify each allowance.)

Item	Price

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Limited Guaranteed Maximum Price (Amendment #1) is based:
(Identify each assumption and clarification.)

§ A.3.1.7 The Limited Guaranteed Maximum Price (Amendment #1) is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:
(List name, discipline, address, and other information.)

This Amendment to the Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
(Printed name and title)	Jason Whiting, Executive Vice President *(Printed name and title)*

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Additions and Deletions Report for
AIA® Document A133® – 2019 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 20:58:12 CDT on 05/21/2026.

Changes to original AIA text

PAGE 1

Limited GMP Amendment for Bid Package #01

A.1 LIMITED GUARANTEED MAXIMUM PRICE

§ A.1.1 Limited Guaranteed Maximum Price

Pursuant to Section ~~3~~1.~~2.6~~4 of the Agreement, the Owner ~~and Construction Manager hereby amend the Agreement to establish a~~acknowledges that the procurement of certain scopes of work may need to commence prior to the execution of the Guaranteed Maximum Price~~. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.~~ Amendment. This Amendment #1 shall serve as the limited notice to proceed and the Construction Manager will proceed with executing such early release Work for Bid Package #01. The Work authorized pursuant to Section 1.4 under this limited notice to proceed will be paid for by Owner in accordance with the terms of the Agreement and incorporated into the Guaranteed Maximum Price

PAGE 2

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed ~~($~~ Two Million One Hundred Fifty Three Thousand Six Hundred Eight Dollars ($ 2,153,608.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Limited Guaranteed Maximum Price (Amendment #1). Provided below is an itemized statement of the Limited Guaranteed Maximum Price (Amendment #1) organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Limited Guaranteed Maximum Price (Amendment #1) as defined in Section ~~3.2.1~~ 1.4 of the Agreement.

GMP Amendment #1 Summary			
Limited Amendment for Early Bid Package #01 (Bid Categories #03D Precast and 31B Earthwork)	Original Contract	Limited Amendment	Total Limited GMP
Original Construction Manager Preconstruction Fee	$20,000.00	$0.00	$20,000.00
Bid Package #02D - Precast - Engineering, Shop Drawings and Procurement (limited scope)	$0.00	$45,000.00	$45,000.00
Bid Package #31B - Earthwork - Demo, Utilities, Rammed Aggregate Piers	$0.00	$1,536,559.00	$1,536,559.00
Construction Manager - GC's, Bonds, Insurance, Fee (limited scope)	$0.00	$358,085.00	$358,085.00
CM Contingency (10%)	$0.00	$193,694.00	$0.00
SAC/WAC, Permits (by owner)	$0.00	$0.00	$0.00
Total Limited Amendment #1	$20,000.00	$2,133,608.00	$2,153,608.00

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§ A.1.1.5.1 Alternates, if any, included in the Limited Guaranteed Maximum Price:

Construction Manager Markup is not included in the Unit Prices below

PAGE 3

Item	Units and Limitations	Price per Unit ($0.00)
Unit Price No. 1: Excavation and Removal of Existing Pond Sediment Not Able to be Placed in Locations Indicated on The Civil Plans	Cubic Yard	($15.00)
Unit Price No. 2: Excavation and Removal of Unsatisfactory Soil from The Site	Cubic Yard	($15.00)
Unit Price No. 3: Export of Contaminated Soil Material Off-Site and Disposal	Cubic Yard	($44.00)
Unit Price No. 4: Import and Placement of Sand	Ton	($18.00)
Unit Price No. 5: Import and Placement of Aggregate Base	Ton	($23.00)
Unit Price No. 6: Import and Placement of Granular Material	Ton	($18.00)
Unit Price No. 7: Import and Placement of Modified Select Granular Material	Ton	($18.00)
Unit Price No. 8: Import and Placement of Topsoil	Cubic Yard	($21.00)

[x] Established as follows: 5/27/2026

[-TBD] By the following date: To be included in the amendment for the remaining scopes of work.

§ A.3.1 The Limited Guaranteed Maximum Price (Amendment #1) and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

PAGE 4

§ A.3.1.5 Allowances, if any, included in the Limited Guaranteed Maximum Price (Amendent #1):

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Limited Guaranteed Maximum Price (Amendment #1) is based:

§ A.3.1.7 The Limited Guaranteed Maximum Price (Amendment #1) is based upon the following other documents and information:

Variable Information

PAGE 1

This Amendment dated the 21st day of May in the year 2026, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 13th day of January in the year 2026 (the "Agreement")

City Hall and Police Department Civic Campus

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21701 Industrial Blvd

Rogers, MN 55374

City of Rogers
22350 S. Diamond Lake Rd.

Rogers, MN 55374

Terra Construction
21025 Commerce Boulevard, Suite 1000

Rogers, MN 55374

PAGE 2

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed ~~($~~ Two Million One Hundred Fifty Three Thousand Six Hundred Eight Dollars ($ 2,153,608.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

Item	Units and Limitations	Price per Unit ($0.00)
Unit Price No. 1: Excavation and Removal of Existing Pond Sediment Not Able to be Placed in Locations Indicated on The Civil Plans	Cubic Yard	($15.00)
Unit Price No. 2: Excavation and Removal of Unsatisfactory Soil from The Site	Cubic Yard	($15.00)
Unit Price No. 3: Export of Contaminated Soil Material Off-Site and Disposal	Cubic Yard	($44.00)
Unit Price No. 4: Import and Placement of Sand	Ton	($18.00)
Unit Price No. 5: Import and Placement of Aggregate Base	Ton	($23.00)
Unit Price No. 6: Import and Placement of Granular Material	Ton	($18.00)
Unit Price No. 7: Import and Placement of Modified Select Granular Material	Ton	($18.00)
Unit Price No. 8: Import and Placement of Topsoil	Cubic Yard	($21.00)

PAGE 3

[x] Established as follows: 5/27/2026

[-TBD] By the following date: To be included in the amendment for the remaining scopes of work.

Portion of Work	Substantial Completion Date
See Above A.2.3.1	

PAGE 4

Specifications issued by LEO A. Daly Titled "Rogers City Hall Police Station Bid Package #1" Dated 04/29/2026 including Bid Package #01 Addendum #1 04/30/2026 and Addendum #2 Dated 05/12/2026

Drawings issued by LEO A. Daly Titled "Rogers City Hall Police Station Bid Package #1" Dated 04/29/2026 including Bid Package #01 Addendum #1 04/30/2026 and Addendum #2 Dated 05/12/2026

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Rogers City Hall and Police Department Civic Campus

TERRA PROJECT NUMBER: 26-893
BP #1 - BID DATE: 5/19/2026

Terra CONSTRUCTION

BID SUMMARY: BID PACKAGE #01

DESCRIPTION	BASE BID TOTAL	CD ESTIMATE	DELTA	LOW QUALIFIED BIDDER	# BIDS RCVD	NOTES
BID CATEGORY - 03D Precast Concrete	**$ 1,480,449.00**	$ 1,012,788.00	$ 467,661.00	**Molin Concrete**	1	
BID CATEGORY - 31B Demo, Earth, Utilities	**$ 1,536,559.00**	$ 2,055,000.00	$ (518,441.00)	**Veit & Co. Inc.**	8	
	$ 3,017,008.00	$ 3,067,788.00	*$ (50,780.00)*	*Below Estimate*	9	

BID TABULATION: BID CATEGORY #03D - PRECAST CONCRETE

Contractor	Molin Concrete
Engineering Cost	$ 45,000.00
Shop Drawing & Eng. Base Bid Total	**$ 45,000.00**
Material Remainder	$ 423,860.00
Labor remainder	$ 1,011,589.00
Bid Pack #1 Total	**$ 1,480,449.00**
Vol Alt: Delete Precast Walls at PD finish space	$ (155,830.00)
Lead time Engineer (shops)	8 weeks
Lead Time Production	15 weeks
Install Duration	9 days
Precast onsite	1/8/2027

BID TABULATION: BID CATEGORY #31B - EARTHWORK

Contractor	Veit*	Ramsey	New Look	Rachel	Max Steininger	Fehn	Urban	MUE (Bid Withdrawn)
Building Demo	$ 60,376.00	$ 96,605.00	$ 72,000.00	$ 98,700.00	$ 105,000.00	$ 118,000.00	$ 200,000.00	~~$ 109,000.00~~
Labor remainder	$ 1,114,573.22	$ 1,060,543.00	$ 1,352,500.00	$ 1,281,200.00	$ 1,674,000.00	$ 950,600.00	$ 1,107,500.00	~~$ 1,129,058.00~~
Material remainder	$ 346,609.78	$ 602,705.00	$ 260,500.00	$ 352,900.00	$ 210,000.00	$ 298,000.00	$ 1,107,500.00	~~$ 504,991.00~~
Vol Alt: Traffic Control	$ 15,000.00	$ -	$ -	$ -	$ -	$ -	$ -	~~$ -~~
Bid Pack #1 Total	**$ 1,536,559.00**	**$ 1,759,853.00**	**$ 1,685,000.00**	**$ 1,732,800.00**	**$ 1,989,000.00**	**$ 1,366,600.00**	**$ 2,415,000.00**	~~**$ 1,743,049.00**~~
Vol Alt: Add Agg Pier under slab	$ 79,000.00	$ 77,750.00	$ -	$ -	$ -	$ -	$ -	$ -

UNIT PRICES									
Pond Sediment excavation and removal offsite	UP #1	$ 15.00	$ 25.97	$ 20.00	$ 64.30	$ 35.00	$ 70.00	$ 50.00	~~$ 15.00~~
Unsatisfactory Soils excavation and removal	UP #2	$ 15.00	$ 16.55	$ 26.00	$ 24.20	$ 30.00	$ 39.00	$ 25.00	~~$ 15.00~~
contaminated soil export	UP #3	$ 44.00	$ 46.56	$ 60.00	$ 64.30	$ 40.00	$ 88.00	$ 50.00	~~$ 37.00~~
import and placement of sand	UP #4	$ 18.00	$ 17.30	$ 18.00	$ 14.00	$ 20.00	$ 58.00	$ 22.00	~~$ 11.00~~
import and placement of agg base	UP #5	$ 23.00	$ 22.06	$ 28.00	$ 26.00	$ 25.00	$ 42.00	$ 35.00	~~$ 28.00~~
import and placement of granular material	UP #6	$ 18.00	$ 17.30	$ 18.00	$ 14.00	$ 20.00	$ 28.00	$ 22.00	~~$ 11.00~~
import and placement of mod select granular	UP #7	$ 18.00	$ 22.50	$ 20.00	$ 14.00	$ 20.00	$ 30.00	$ 30.00	~~$ 11.00~~
import and placement of topsoil	UP #8	$ 21.00	$ 39.25	$ 54.00	$ 44.00	$ 35.00	$ 53.00	$ 55.00	~~$ 44.00~~

EVALUATION & RISK ANALYSIS *(Used 11,000 CY of contaminated soils as a variable - estimated based on RAP Report)*								
Export Contaminated Soil	$ 484,000.00	$ 512,160.00	$ 660,000.00	$ 707,300.00	$ 440,000.00	$ 968,000.00	$ 550,000.00	
Import Modified Select Granular	$ 198,000.00	$ 247,500.00	$ 220,000.00	$ 154,000.00	$ 220,000.00	$ 330,000.00	$ 330,000.00	
	$ 682,000.00	$ 759,660.00	$ 880,000.00	$ 861,300.00	$ 660,000.00	$ 1,298,000.00	$ 880,000.00	$ -
Bid Total with Risk Analysis	**$ 2,218,559.00**	**$ 2,519,513.00**	**$ 2,565,000.00**	**$ 2,594,100.00**	**$ 2,649,000.00**	**$ 2,664,600.00**	**$ 3,295,000.00**	

* = 1.4 TONS / CY for Contaminated Soil Export Conversion

May 20, 2025 Project 10003242_002

Brett Angell and Doran Cote
City of Rogers
22350 S. Diamond Lake Road
Rogers, MN 55374

Re: Proposal for Environmental Consulting Services
Rogers Civic Center Campus Redevelopment
21701 Industrial Boulevard, 13017 Main Street,
13013 Main Street, and 13019 Main Street
Rogers, Minnesota

Dear Mr. Angell and Mr. Cote:

Braun Intertec Corporation (Braun Intertec) is pleased to present this proposal for environmental consulting services related to the proposed redevelopment of the above referenced site (Site). The environmental consulting services include completion of pre-construction test pits beneath the former Boyer Truck building, assisting with dewatering permit(s), sampling, and reporting (upon request), oversight of soil excavation activities within known or suspected areas of impacts, oversight of the vapor mitigation system installations, completion of vapor mitigation confirmation testing and sampling, and preparation and submittal of a Response Action Plan (RAP) Implementation Report to the Minnesota Pollution Control Agency (MPCA) requesting issuance of a completion of response action letter. This proposal outlines the Scope of Services and provides a Cost Estimate for the proposed work.

Background

The Site is comprised of six contiguous parcels (Hennepin County Parcel IDs: 231202324004, 231202324006, 2312023240025, 2312023240026, 2312023240023, and 2312023240014) located at 21701 Industrial Boulevard, 13017 Main Street, 13013 Main Street, and 13009 Main Street within the SE quarter of the NW quarter of Section 23, Township 120 North, Range 23 West, in the City of Rogers, Hennepin County, Minnesota.

Based on the information provided by the City of Rogers (the City), the proposed project includes redevelopment of the Site for a new Police Department building with associated secure parking and a new City Hall building with associated surface parking and amenities, including a public plaza in the northeast corner of the Site.

Previous Environmental Investigations and Environmental Documents

The following environmental documents have been completed at the Site. A brief summary of the environmental documents is provided below:

- *Phase I Environmental Site Assessment Report, Boyer Truck, 21701 Industrial Boulevard/13013 Main Street, Rogers, Minnesota, dated September 4, 2019, prepared by Key Engineering Group, LTD. (2019 Phase I ESA*).
- *Draft Phase II Environmental Site Assessment Report, 21701 Industrial Boulevard, Rogers, Minnesota, dated January 19, 2023, prepared by GHD (2023 GHD Phase II ESA)*.
- *Phase I Environmental Site Assessment, Former Holiday Station Store, 13017 Main Street, Rogers, Minnesota, dated September 20, 2023, prepared by Braun Intertec (2023 City Parcel Phase I ESA)*.
- *Phase I Environmental Site Assessment, Boyer Truck Facility, 21701 Industrial Boulevard and 13013 Main Street, Rogers, Minnesota, dated October 3, 2023, prepared by Braun Intertec (2023 Boyer Property Phase I ESA*).
- *Phase II Environmental Site Assessment, Rogers Redevelopment Project, 21701 Industrial Boulevard, 13013 Main Street, and 13017 Main Street, Rogers, Minnesota,* dated November 1, 2023, prepared by Braun Intertec (2023 Phase II ESA).
- *Soil Vapor Investigation Report, City of Rogers Redevelopment Project, 21701 Industrial Boulevard, 13013 Main Street, and 13017 Main Street, Rogers, Minnesota*, dated February 12, 2024, prepared by Braun Intertec (2024 SVA).
- *Supplemental Soil Vapor Investigation Report, City of Rogers Redevelopment Project, 21701 Industrial Boulevard, 13013 Main Street, and 13017 Main Street, Rogers, Minnesota,* dated May 29, 2024, prepared by Braun Intertec (2024 Supplemental SVA).
- *Retroactive No Association Determination for Past Actions, No Association Determination for Proposed Actions, Holiday Station Store 79, 13017 Main Street, Rogers, MPCA Site ID: BF0002673,* dated April 3, 2024, prepared by MPCA.
- *Retroactive No Association Determination for Past Actions, No Association Determination for Proposed Actions, Boyer Trucks, 21701 Industrial Boulevard and 13013 Main Street, Rogers, MPCA Site ID: BF0002675*, dated April 3, 2024, prepared by MPCA.
- *"draft" Geotechnical Evaluation Report, Rogers Police Department and City Hall, 21701 Industrial Blvd., Rogers, Minnesota,* date pending, prepared by Braun Intertec (2025 Geotechnical Evaluation).
- *Response Action Plan/Construction Contingency Plan, City of Rogers Civic Campus Redevelopment Project, 21701 Industrial Boulevard, 13017, 13013, and 13009 Main Street, Rogers, Minnesota*, prepared by Braun Intertec, dated April 9, 2025 (2025 RAP/CCP).

- *Approval of RAP/CCP – City of Rogers Redevelopment Project, Holiday Station Store #79, 13017 Main Street (BF0002673), Boyer Trucks 21701 Industrial Boulevard and 13013 Main Street (BF0002675)*, dated May 1, 2025, prepared by MPCA.

According to the previously completed Phase I ESAs, the Site was primarily used for agricultural purposes since at least 1937. Four parcels (Hennepin County Parcel IDs: 231202324004, 231202324006, 2312023240025, and 2312023240026) were occupied by a commercial building and associated paved parking operated by Boyer Trucks as a commercial truck dealership which included maintenance and parts services (Boyer Trucks Property). Boyer Trucks Property was developed in 1998 with the currently existing approximately 17,000-square-foot building that is currently unoccupied and that consists of sales offices, large truck bays, and a mezzanine on the southern portion of the building. The building is centrally located on the Site and is surrounded by paved parking lots. The Boyer Trucks Property was utilized for truck sales and service from 1998 until approximately 2021. According to the Phase I ESA, the west side of the Boyer Trucks Property may have been a former salvage yard.

The adjoining parcel to the northeast, 13017 Main Street (Hennepin County Parcel ID: 2312023240023, Holiday Parcel), was developed in approximately 1977 with the currently existing slab-on-grade approximately 4,000 square-foot building formerly used as a Holiday Station Store. The former Holiday Station Store operated as a gasoline station from approximately 1977 until 2011. Since closing the gasoline station in 2011, the Holiday Parcel has remained unoccupied. Paved parking areas with overgrown vegetation surround the majority of the Holiday Parcel. The Holiday Parcel is the subject of a closed petroleum release (MPCA leak site LS00018292).

The adjoining parcel to the southeast, 13009 Main Street (Hennepin County Parcel ID: 2312023240014, Residential Parcel), was previously developed with a former residential home that has been demolished. The Residential Parcel is currently vacant.

Braun Intertec completed a Phase I ESA at the Site on October 3, 2023 (2023 Phase I ESA). The 2023 Phase I ESA updated and summarized the previous environmental reports. The 2023 Phase I ESA identified various recognized environmental conditions (RECs) associated with past Site uses.

The City received Retroactive No Association Determination (RNADs) from the MPCA for both the former Holiday Station site and Boyer Truck site.

A Phase II ESA was conducted to investigate the RECs identified in the 2023 Phase I ESA. The investigation identified multiple areas of contamination where analytical testing identified impacts in soil exceeding the established MPCA Soil Reference Value (SRV) or regulated fill criterion, and Minnesota Department of Health (MDH) drinking water criteria. Soil vapor was evaluated as part of the 2023 Phase II ESA and in a supplemental soil vapor investigation in 2024. A summary of results is provided below:

- Two areas of confirmed petroleum soil contamination were identified. Soil boring GP-3 was completed in the southwest corner of the Site which is downgradient of an adjacent commercial/ industrial facility and downgradient of the BP Gas Station north of the Site. Soil boring GP-11 was completed in the vicinity of the former UST basin for the former Holiday Station. These soil borings

had elevated photoionization detector (PID) readings and petroleum-like odors observed. Gasoline range organics (GRO) and various petroleum-related volatile organic compounds (VOCs) were detected at concentrations exceeding established MPCA criteria in each boring. Additionally, diesel range organics (DRO) was detected at soil boring GP-11 at concentrations exceeding established MPCA criteria.

- Various metals were identified in soil Site-wide at concentrations exceeding established MPCA Soil Leaching Valus (SLVs) and/or Soil Reference Values (SRVs). Soil disturbed for redevelopment activities will likely be required to be disposed of off-Site. However, according to United States Geological Survey (USGS) information[1], some of the metals in soil may be attributed to naturally occurring in the area of the Site.
- Groundwater samples exhibited elevated petroleum-related VOC concentrations in the same borings as the petroleum soil contamination identified above. Groundwater encountered during redevelopment activities will have to be managed appropriately.
- Various dissolved metals, exceeding the MDH Drinking Water Criteria (DWC), were identified Site-wide in groundwater samples. However, according to Untied States Geological Survey (USGS) information, some of the metal concentrations in soil may be attributed to naturally occurring conditions in the area of the Site.
- The sampling results did not identify VOC constituents within soil vapor at concentrations greater than the 33X Commercial/Industrial Intrusion Screening Value (ISV) standards.

In 2025, Braun Intertec prepared and submitted a Response Action Plan/Construction Contingency Plan (RAP/CCP) for the Site. The 2025 RAP/CCP included a brief summary of the project background, description and summary of the known soil and groundwater impacts at the Site and discussed the soil vapor results and did not recommend a soil vapor intrusion mitigation system and recommended pre-construction test pits be completed within the footprint of the former Boyer Truck building.

The MPCA has reviewed and approved the 2025 RAP/CCP with the condition to install a passive sub-slab vapor mitigation system (VMS) with the ability to convert to an active system based on the analytical results of two seasonal post-construction soil vapor sampling events.

Scope of Services

Task 1 – Pre-Construction Test Pits

Braun Intertec will coordinate with the City, Terra Construction (general contractor), and associated subcontractors to complete pre-construction test pits to characterize the fill soil beneath the former Boyer Truck building after demolition is complete. Soil samples of the fill soil and underlying native soil from

[1] Element Concentrations in Soils and Other Surficial Materials of the Conterminous United States, authors Hansford T. Shacklette and Josephine G. Boerngen, United States Geological Survey (USGS).

the test pits will be monitored for unusual staining, odors, debris, and other signs of contamination. Soil samples will be collected for laboratory analysis and analyzed for a combination of VOCs, polycyclic aromatic hydrocarbons (PAHs), DRO, GRO, and Resource Conservation and Recovery Act (RCRA) eight metals.

Task 2 – Soil Response Action Activities

The proposed activities below are associated with implementing the soil portions (and related services) of the MPCA-approved 2025 RAP/CCP.

Soil Monitoring and Sampling

A Braun Intertec environmental scientist, certified by the MDH as an Asbestos Inspector, will be on Site to perform field screening and soil sampling (as necessary) during the majority of earthwork activities. This proposal assumes up to 200 hours (four weeks of 10-hour days) of onsite time to screen and collect soil samples. Actual time required on Site will be determined based on the project schedule, if additional soil oversight is not needed or less than our assumptions, then we will only charge you for the hours actually incurred. If additional contaminated materials are encountered during the excavation activities, the material will be managed in accordance with the 2025 RAP/CCP.

The environmental scientist will evaluate and document excavated soil conditions and assist with segregation and proper management of contaminated materials in accordance with the MPCA approved RAP/CCP. Observations and screening results will be documented in daily field notes with photographs and laboratory analysis (as applicable).

Excavated materials will continue to be evaluated for the presence of visual and olfactory indications of contamination. The on-Site environmental scientist will follow MPCA-approved headspace methodology using a PID equipped with a 10.6-eV lamp to monitor soil for the presence of organic vapors. In the event that undocumented or unanticipated contaminated soils (based on PID, visual, or olfactory indications) are encountered during the excavation activities, soil sampling for laboratory analysis will be conducted in accordance with the MPCA approved RAP/CCP.

This proposal assumes that up to eight confirmation soil samples will be collected from the base of excavated areas with known impacts, specifically the western portion (former salvage yard), former Holiday Station tank basin/pump islands, and along the northern and southern boundaries. The soil samples will be submitted for laboratory analysis for the presence and concentrations of the following parameters:

- VOCs using Environmental Protection Agency (EPA) Method 8260
- DRO using Wisconsin Department of Natural Resources (WDNR) Method
- GRO using WDNR Method
- PAHs using EPA Method 8270 (if deemed necessary)

In the event that previously unidentified contaminated materials are encountered during the excavation activities, the material will be managed in accordance with the project specific Construction Contingency Plan (CCP).

Project and Field Coordination

This task includes time and fees for project coordination with the field staff and the project team during earthwork and dewatering activities (Task 3 below) including scheduling and review of field and analytical data associated with the project.

Task 3 - Dewatering Permits, Sampling, and Reporting

If dewatering activities are required as part of construction, Braun Intertec will work with the construction team to prepare the necessary permits and receive appropriate approval. The project may require a Department of Natural Resources (DNR) Water Use permit and Metropolitan Council Environmental Services (MCES) Industrial Discharge permit to discharge contaminated groundwater to adjacent sanitary sewer system. In addition, coordination and approval are required by the City of Rogers Public Works Department. The approval time for DNR and MCES permits is up to 60 business days.

Additional groundwater sampling may be required as part of the permit approval process. The MCES Industrial Discharge permit also requires on-going sampling during discharge to evaluate the groundwater entering the sanitary sewer system. In addition, discharge quantity (i.e., flow meter) and monthly reporting are also required.

For the purposes of this proposal, Braun Intertec assumes one discharge water sample will be collected within the first 24 and 72 hours after discharge startup and then every 30 days thereafter. Sampling will continue as necessary until dewatering activities are completed. The frequency may be adjusted based on initial analytical results and approval from the City and MCES.

We are assuming a maximum of six water samples will be collected for sanitary discharge (including any required sampling prior to dewatering activities). These samples will be submitted for the following parameters:

- VOCs using EPA Method 8260
- DRO using WDNR Method
- GRO using WDNR Method
- Manganese using EPA Method 6010
- pH using National Environmental Methods Index (NEMI) Method SM4500H+B
- Chemical Oxidation Demand (COD) using EPA Method 410.3
- Total Suspended Solids (TSS) using NEMI Method SM2540D and United States Geological Survey (USGS) Method I-3765

- Total Cyanide using 4500-CN E Method

Task 4 – Soil Vapor Response Action Activities

The MPCA RAP Approval Letter requires the installation of a passive sub-slab soil VMS in the new city hall and police department buildings. As a part of the MPCA required vapor response action activities, the following activities will be completed:

Passive Vapor Mitigation System Design

Braun Intertec will design and prepare a construction plan and specifications for a passive sub-slab depressurization (SSD) VMS for the proposed building in consultation with the project design team. The VMS design will be based on design drawings for the proposed building provided to Braun Intertec. Braun Intertec will prepare the VMS design in general accordance with the guidelines specified in the MPCA vapor mitigation guidance document[2] and the ANSI/AARST standard for Soil Gas Control Systems in New Construction of Buildings (CC-1000 2018 rev. 5/23). The system will be designed by a licensed professional engineer and will likely include a sub-slab vapor barrier, sub-slab ventilation layer, perforated and solid wall sub-slab vapor mitigation system piping, system riser vent piping, and system extraction fan(s).

Braun Intertec will confer with the building design team to identify viable pipe chase locations for routing exhaust piping through and out of the building. Braun Intertec will design and prepare construction plans, which will consist of a general note and detail sheet, provided in PDF format, along with design and installation notes, construction inspection requirements, and other design details necessary to install the passive VMS.

The cost estimate includes design services, one pre-design coordination meeting/conference call, and one coordination meeting during design. Additional revisions beyond one round of edits to the VMS design will be billed at a time and materials rate. Note that costs for the passive VMS component materials and installation are not included in our proposal and should be obtained separately from contractor(s) installing components of the VMS.

Vapor Mitigation System Installation Oversight

Braun Intertec will document the installation of the primary components of the VMS throughout construction of the VMS. This proposal does not include installation of the VMS or quality assurance/quality control (QA/QC) during construction. For this task, Braun Intertec has included costs for up to four visits. Note that on-Site time and our estimated costs may change depending upon the building conditions and the contractor's schedule.

Post-Construction Sampling

Once the floor slab is complete, Braun Intertec will conduct up to two rounds of sub-slab soil vapor sampling in accordance with MPCA vapor mitigation guidance. The sampling will include collecting six sub-slab vapor

[2] *Minnesota Pollution Control Agency Vapor Mitigation Best Management Practices, c-rem3-06, April 2020*

samples in each round. One round will occur in the MPCA defined heating season (November 1 – March 31) and one in the non-heating season (April 1 – October 31). Each sampling event will include the following:

- Sub-slab soil vapor will be collected across the building slab. A total of semi-permanent soil vapor pins will be installed per sampling event within the footprint of the buildings (three per building) to facilitate sub-slab soil vapor sampling. Following vapor pin installation, the vapor pins will be connected to inert shut-in test tubing assembly. The other end of the shut-in test assembly will be connected to the valve and gauge assembly connected to the air canister. A water dam leak test and shut-in test will be performed in general accordance with Appendix B of the MPCA 2020 Vapor Investigation Guidance verifying that there are no leaks in the sample train. The sampling point and tubing will be purged to remove at least two volumes of air prior to sample collection. The soil vapor samples will then be collected using laboratory-supplied negative pressure air-sample collection canisters (1- or 6-liter canisters, individually certified clean) equipped with 200 milliliter per minute (mL/min) flow restrictors in accordance with MPCA guidelines and in accordance with Braun Intertec Standard Operating Procedures (SOPs). The shut-in test assembly will be disconnected. Following sample collection, organic vapor concentrations at the vapor pin will be screened with a PID and the value recorded. The temporary sampling points will be removed from the borehole and the boreholes will be patched with concrete. The sub-slab soil vapor samples will be analyzed for VOCs by EPA Method TO-15.

For the purposes of this proposal, both non-heating (April 1 to October 31) and heating (November 1 to March 31) seasons will be required. A total of 12 air and vapor samples (6 per sampling event) will be collected.

If any individual soil vapor sampling from either round shows an exceedance of 33x the MPCA Intrusion Screening Values (ISVs), the passive VMS may be required to be converted into an active VMS by MPCA. The scope to turn the passive system active is not included in this proposal.

Task 5 – Reporting and Project Management

This task includes, but is not limited to, time and fees for project coordination with the field staff and project team during soil and vapor response actions including scheduling, and review of field and analytical data associated with the project. This task also includes the following reporting tasks:

Response Action Plan Implementation Report

Following completion of the response actions and supplementary vapor sampling events, Braun Intertec will prepare a RAP/CCP Implementation Report summarizing the results of the environmental monitoring and testing activities conducted. At a minimum the report will include a summary of environmental response actions completed at the Site, description of field methods and procedures, and photographic documentation of project activities. An Operation and Maintenance (O&M) Plan for the vapor mitigation system will be included as an appendix (see below).

The RAP/CCP Implementation Report will be submitted to the MPCA along with a request for issuance of a RAP/CCP Implementation Report approval letter and Completion of Mitigation Response Actions letter.

Operation and Maintenance Plan

Braun Intertec will prepare an Operation & Maintenance (O&M) Plan for ongoing operation of the installed passive VMS components. A draft copy of the report will be forwarded to you prior to report finalization. Only an electronic copy of the Braun Intertec report will be submitted to you unless you request otherwise.

Environmental Covenant

Subsequent to the completion of the RAP Implementation field activities, Braun Intertec will assist the client with preparation of an environmental covenant of the Site buildings. The environmental covenant will summarize the installed vapor mitigation systems within each building, as well as requirements for ongoing monitoring and maintenance activities. The draft covenant will be provided to the MPCA for review and comment.

Following approval from the MPCA, the environmental covenant must be recorded on the deed for the property with Hennepin County. It is the responsibility of the Site owner to file the prepared environmental covenant with Hennepin County.

Task 6 – Grant Management

Upon request, Braun Intertec will assist the City of Rogers with management of the Hennepin County Environmental Response Fund (ERF) contamination cleanup grant, including preparing and providing necessary supporting information for inclusion in the grant disbursement requests that will be prepared by the City. The grant management costs are not a grant eligible/reimbursable expense.

Cost Estimate

Braun Intertec will provide the services described herein on an hourly and unit-cost basis. The estimated cost breakdown summary is listed below.

Service Description	Cost Estimate
Task 1 – Pre-Construction Test Pits	
Excavation Services/Equipment	$ 2,750
Field Equipment, Sampling Supplies, Mileage	$ 2,000
Subcontractor Analytical Testing (assumes standard turnaround time)	$ 1,325
Professional Services and Reporting	$ 3,100
Estimated Task 1 Total	**$ 9,175**
Task 2 – Soil Response Action Activities	
Field Equipment, Sampling Supplies, Mileage	$ 32,275
Subcontractor Analytical Testing (assumes standard turnaround time)	$ 2,800
Professional Services and Meetings	$ 2,475
Estimated Task 2 Total	**$ 37,550**
Task 3 – Dewatering Permits, Sampling, and Reporting	
Permitting and Reporting	$ 4,825
Subcontractor Analytical Testing (assumes standard turnaround time)	$ 3,625
Field Equipment, Sampling Supplies, Mileage	$ 3,775
Estimated Task 3 Total	**$ 12,225**
Task 4 – Vapor Response Action Activities	
Vapor Mitigation System Design	$ 5,350
Vapor System Installation Oversight (Field Equipment and Mileage)	$ 4,150
Post-Construction Soil Vapor Sampling (Two Sampling Events)	$ 7,400
Subcontractor Analytical Testing (assumes standard turnaround time)	$ 4,100
Estimated Task 4 Total	**$ 21,000**
Task 5 – Reporting and Project Management	
RAP Implementation Report	$ 6,300
O&M Plan	$ 1,500
Environmental Covenant	$ 2,250
Professional Services	$ 5,925
Estimated Task 5 Total	**$ 15,975**
Task 6 – Grant Management	
Professional Services	$ 2,975
Estimated Task 6 Total	**$ 2,975**
Estimated Total (Tasks 1 through 6)	**$ 98,900**

Braun Intertec will begin the project upon receipt of your authorization. The estimated cost of **$98,900** presented is based on the scope of services described herein and the assumption that the proposal will be authorized within 30 days and that the project will be completed within the proposed schedule.

This cost estimate was developed with the understanding that the scope of services defined herein will be performed during our normal business hours of 7:00 a.m. to 5:00 p.m., Monday through Friday. Services that we are asked to provide outside our normal business hours will be invoiced at 1.25 times the listed hourly rate. Services provided on Sunday or legal holidays will be invoiced at 1.5 times the listed hourly rate. You will be billed only for services provided on a time and material basis.

Scheduling

Field work will be coordinated with the General Contractor/Earthwork Contractor. A draft RAP Implementation report will be forwarded to you following the completion of response action activities. A RAP Implementation Addendum will be submitted after completion of the vapor system installation, start-up, and receipt of both seasonal rounds of confirmation soil vapor analytical results, if necessary, otherwise it will be included in the RAP Implementation Report.

If the proposed Scope of Services cannot be completed according to this schedule due to circumstances beyond control, Braun Intertec will notify and discuss with you the revised schedule.

General Remarks

We based the proposed fee on the scope of services described and the assumption that you will authorize our services within 30 days and that others will not delay us beyond our proposed schedule.

We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement. To accept this proposal and authorize us to proceed, please sign and return it to us in its entirety.

We appreciate the opportunity to present this proposal to you. We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Kathryn Cleveland at 952.995.2489 or kcleveland@braunintertec.com.

Sincerely,

Braun Intertec Corporation

Abby Conklin-Muchnick, PE
Senior Engineer

Kathryn L. Cleveland
Supervisor, Senior Scientist

Stephen T. Jansen, MS, PG
Vice President Principal Scientist

Attachments:
General Conditions (11/4/2024)

The proposal is accepted, and Braun Intertec is authorized to proceed.

_____
Authorizer's Firm

_____
Authorizer's Signature

_____
Authorizer's Name (please print or type)

_____
Authorizer's Title

_____
Date

BRAUN INTERTEC GENERAL CONDITIONS

SECTION 1: AGREEMENT

1.1 Agreement. This agreement consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between Consultant and Client and supersedes all prior negotiations, representations or agreements, either written or oral.

1.2 Parties to the Agreement. The parties to this Agreement are the Braun Intertec entity ("Consultant") and the client ("Client") as described in the accompanying written proposal or authorization. Consultant and Client may be individually referred to as a Party or collectively as the Parties.

SECTION 2: SCOPE OF SERVICES

2.1 Services. Consultant will provide services ("Services") in connection with the project ("Project") which are specifically described in this Agreement. Client understands and agrees that Consultant's Services are limited to those which are expressly set forth in this Agreement.

2.2 Additional Services. Any Services not specifically set forth in the Agreement constitute "Additional Services." Additional Services must be agreed upon in writing by the Parties prior to performance of the Additional Services and may entitle Consultant to additional compensation and schedule adjustments. Additional compensation will be based upon Consultant's then current rates and fees.

SECTION 3: PERFORMANCE OF SERVICES

3.1 Standard of Care. Consultant will perform its professional Services consistent with the degree of care and skill exercised by members of Consultant's profession performing under similar circumstances at the same time and in the same locality in which the professional Services are performed. CONSULTANT DISCLAIMS ALL STATUTORY, ORAL, WRITTEN, EXPRESS, AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR PERFORMANCE OF SERVICES IN A GOOD AND WORKMANLIKE MANNER.

3.2 Written Reports and Findings. Unless otherwise agreed in writing, Consultant's findings, opinions, and recommendations will be provided to Client in writing and may be delivered via electronic format. Client agrees not to rely on oral findings, opinions, or recommendations.

3.3 Observation or Sampling Locations. Locations of field observations or sampling described in Consultant's report or shown on Consultant's sketches reference Project plans or information provided by others or estimates made by Consultant's personnel. Consultant will not survey, set, or check the accuracy of those points unless Consultant accepts that duty in writing. Client agrees that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. Client accepts the inherent risk that samples or observations may not be representative of items not sampled or seen and further that site conditions may vary over distance or change over time.

3.4 Project Site Information. Client will provide Consultant with prior environmental, geotechnical and other reports, specifications, plans, and information to which Client has access about the Project site and which are necessary for Consultant to carry out Consultant's Services. Client agrees to provide Consultant with all plans, changes in plans, and new information as to Project site conditions until Consultant has completed its Services.

3.5 Subsurface Objects. To the extent required to carry out Consultant's Services, Client agrees to provide Consultant, in a timely manner, with information that Client has regarding buried objects at the Project site. Consultant will not be responsible for locating buried objects or utilities at the Project site unless expressly set forth in this Agreement, or expressly required by applicable law. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from claims, damages, losses, penalties and expenses (including attorney fees) involving buried objects or utilities that were not properly marked or identified or of which Client had or should have had knowledge but did not timely notify Consultant or correctly identify on the plans Client or others furnished to Consultant. Consultant, from time to time, may hire a third party to locate underground objects or utilities and, unless otherwise expressly stated in this Agreement, such action shall be for the sole benefit of Consultant and in no way will alleviate Client of its responsibilities hereunder.

3.6 Hazardous Materials. Client will notify Consultant of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any Project site or in any sample or material provided to Consultant. Client agrees to provide Consultant with information in Client's possession or control relating to such samples or materials. If Consultant observes or suspects the presence of contaminants not anticipated in this Agreement, Consultant may terminate Services without liability to Client or to others, and Client will compensate Consultant for fees earned and expenses incurred up to the time of termination.

3.7 Supervision of Others. Consultant shall have no obligation to supervise or direct Client's representatives, contractors, or other third parties retained by Client. Consultant has no authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Client, Client's representatives, contractors, or other third parties retained by Client.

3.8 Safety. Consultant will provide a health and safety program for its employees as well as reasonable personal protective equipment ("PPE") typical for the performance of the Services provided by this Agreement and as required by law. Consultant shall be entitled to compensation for all extraordinary PPE required by Client. Client will provide, at no cost to Consultant, appropriate Project site safety measures which are necessary for Consultant to perform its Services at the Project location or work areas in connection with the Project. Consultant's employees are expressly authorized by Client to refuse to work under conditions that may, in an employee's sole discretion, be unsafe. Consultant shall have no authority over or be responsible for the safety precautions and programs, or for security, at the Project site (except with respect to Consultant's own Services and those of its subconsultants).

3.9 Project Site Access and Damage. Client will provide or ensure access to the site. In the performance of Services some Project site damage is normal even when due care is exercised. Consultant will use reasonable care to minimize damage to the Project site. Unless otherwise expressly stated in this Agreement, the cost of restoration for such damage has not been included in the estimated fees and will be the responsibility of the Client.

3.10 Monitoring Wells. To the extent applicable to the Services, monitoring wells are Client's property, and Client is responsible for monitoring well permitting, maintenance, and abandonment unless otherwise expressly set forth in this Agreement.

3.11 Contaminant Disclosures Required by Law. Client agrees to make all disclosures related to the discovery or release of contaminants that are required by law. In the event Client does not own the Project site, Client acknowledges that it is Client's duty to inform the owner of the Project site of the discovery or release of contaminants at the site. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from claims, damages, penalties, or losses and expenses, including attorney fees, related to Client's failure to make any disclosure required by law or for failing to make the necessary disclosure to the owner of the Project site.

SECTION 4: SCHEDULE

4.1 Schedule. Consultant shall complete its obligations within a reasonable time and shall make decisions and carry out its responsibilities in a manner consistent with the Standard of Care. Specific periods of time for rendering Services or specific dates by which Services are to be completed are provided in this Agreement. If Consultant is delayed in the performance of the Services by actions, inactions, or neglect of Client or others for whom Client is responsible, by changes ordered in the Services, or by other causes beyond the control of Consultant, including force majeure events, then the time for Consultant's performance of Services shall be extended and Consultant shall receive payment for all expenses attributable to the delay in accordance with Consultant's then current rates and fees.

4.2 Scheduling On-Site Observations or Services. To the extent Consultant's Services require observations, inspections, or testing be performed at the Project site, Client understands and agrees that Client, directly or indirectly through its authorized representative, has the sole right and responsibility to determine and communicate to Consultant the scheduling of observations, inspections, and testing performed by Consultant. Accordingly, Client also acknowledges that Consultant bears no responsibility for damages that may result because Consultant did not perform such observations, inspections, or testing that Client failed to request and schedule. Client understands that the scheduling of observations, inspections, or testing will dictate the time Consultant's field personnel spend on the job site and agrees to pay for all services provided by Consultant due to Client's scheduling demands in accordance with Consultant's then current rates and fees.

SECTION 5: COST AND PAYMENT OF SERVICES

5.1 Cost Estimates. Consultant's price or fees provided for in this Agreement are an estimate and are not a fixed amount unless otherwise expressly stated in this Agreement. Consultant's estimated fees are based upon Consultant's experience, knowledge, and professional judgment as well as information available to Consultant at the time of this Agreement. Actual costs may vary and are not guaranteed or warrantied.

5.2 Payment. Consultant will invoice Client on a monthly basis for Services performed. Client will pay for Services as stated in this Agreement together with costs for Additional Services or costs otherwise agreed to in writing within thirty (30) days of the invoice date. Unless otherwise stated in this Agreement or agreed to in writing, Consultant's costs for all services performed will be based upon Consultant's then current rates, fees, and charges. No retainage shall be withheld by Client. All unpaid invoices will incur an interest charge of 1.5% per month or the maximum allowed by law.

5.3 Other Payment Conditions. Consultant will require Client credit approval and Consultant may require payment of a retainer fee. Client agrees to pay all applicable taxes. Client's obligation to pay for Services under this Agreement is not contingent on Client's ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, Client's successful completion of any project, receipt of payment from a third party, or any other event.

5.4 Third Party Payment. Provided Consultant has agreed in writing, Client may request Consultant to invoice and receive payment from a third party for Consultant's Services. Consultant, in its sole discretion, may also require the third party to provide written acceptance of all terms of this Agreement. Neither payment to Consultant by a third party nor a third party's written acceptance of all terms of this Agreement will alter Client's rights and responsibilities under this Agreement. Client expressly agrees that

the Agreement contains sufficient consideration notwithstanding Consultant being paid by a third party.

5.5 Non-Payment. If Client does not pay for Services in full as agreed, Consultant may retain work not yet delivered to Client and Client agrees to return all Project Data (as defined in this Agreement) that may be in Client's possession or under Client's control. If Client fails to pay Consultant in accordance with this Agreement, such nonpayment shall be considered a default and breach of this Agreement for which Consultant may terminate for cause consistent with the terms of this Agreement and without liability to Client or to others. Client will compensate Consultant for fees earned and expenses incurred up to the time of termination. Client agrees to be liable to Consultant for all costs and expenses Consultant incurs in the collection of amounts invoiced but not paid, including but not limited to attorney fees and costs.

SECTION 6: OWNERSHIP AND USE OF DATA

6.1 Ownership. All reports, notes, calculations, documents, and all other data prepared by Consultant in the performance of the Services ("Project Data") are instruments of Consultant's Services and are the property of Consultant. Consultant shall retain all common law, statutory and other reserved rights, including the copyright thereto, of Project Data.

6.2 Use of Project Data. The Project Data of this Agreement is for the exclusive purpose disclosed by Client and, unless agreed to in writing, for the exclusive use of Client. Client may not use Project Data for a purpose for which the Project Data was not prepared without the express written consent of Consultant. Consultant will not be responsible for any claims, damages, or costs arising from the unauthorized use of any Project Data provided by Consultant under this Agreement. Client agrees to hold harmless, defend and indemnify Consultant from any and all claims, damages, losses, and expenses, including attorney fees, arising out of such unauthorized use.

6.3 Samples, Field Data, and Contaminated Equipment. Samples and field data remaining after tests are conducted, as well as field and laboratory equipment that cannot be adequately cleansed of contaminants, are and continue to be the property of Client. Samples may be discarded or returned to Client, at Consultant's discretion, unless within fifteen (15) days of the report date Client gives Consultant written direction to store or transfer the samples and materials. Samples and materials will be stored at Client's expense.

6.4 Data Provided by Client. Electronic data, reports, photographs, samples, and other materials provided by Client or others may be discarded or returned to Client, at Consultant's discretion, unless within 15 days of the report date Client gives Consultant written direction to store or transfer the materials at Client's expense.

SECTION 7: INSURANCE

7.1 Insurance. Consultant shall keep and maintain the following insurance coverages:

a. Workers' Compensation: Statutory
b. Employer's Liability: $1,000,000 bodily injury, each accident | $1,000,000 bodily injury by disease, each employee | $1,000,000 bodily injury/disease, aggregate
c. General Liability: $1,000,000 per occurrence | $2,000,000 aggregate
d. Automobile Liability: $1,000,000 combined single limit (bodily injury and property damage)
e. Excess Umbrella Liability: $5,000,000 per occurrence | $5,000,000 aggregate
f. Professional Liability: $2,000,000 per claim | $2,000,000 aggregate

7.2 Waiver of Subrogation. Client and Consultant waive all claims and rights of subrogation for losses arising out of causes of loss covered by the respective insurance policies.

7.3 Certificate of Insurance. Consultant shall furnish Client with a certificate of insurance upon request.

SECTION 8: INDEMNIFICATION, CONSEQUENTIAL DAMAGES, LIABILITY LIMITS

8.1 Indemnification. Consultant's only indemnification obligation shall be to indemnify and hold harmless the Client, its officers, directors, and employees from and against those damages and costs incurred by Client or that Client is legally obligated to pay as a result of third party tort claims, including for the death or bodily injury to any person or for the destruction or damage to any property, but only to the extent proven to be directly caused by the negligent act, error, or omission of the Consultant or anyone for whom the Consultant is legally responsible. This indemnification provision is subject to the Limitation of Liability set forth in this Section 8.

8.2 Intellectual Property. Client agrees to indemnify Consultant against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by Client or others on behalf of Client.

8.3 Mutual Waiver of Consequential Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREUNDER, NEITHER CONSULTANT NOR CLIENT SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, PUNITIVE, INDIRECT, INCIDENTAL OR SPECIAL DAMAGES, OR LOSS OF USE OR RENTAL, LOSS OF PROFIT, LOSS OF BUSINESS OPPORTUNITY, LOSS OF PROFIT OR REVENUE OR COST OF FINANCING, OR OTHER SUCH SIMILAR AND RELATED DAMAGE ASSERTED IN THIRD PARTY CLAIMS, OR CLAIMS BY EITHER PARTY AGAINST THE OTHER.

8.4 Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY IN THE AGGREGATE OF CONSULTANT, CONSULTANT'S OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT FOR ANY CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED CONSULTANT'S PERFORMANCE OF THE SERVICES OR THIS AGREEMENT, FROM ANY CAUSE OR CAUSES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, PROFESSIONAL ERRORS AND OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, INDEMNIFICATION OBLIGATIONS OR BREACH OF WARRANTY, SHALL NOT EXCEED THE TOTAL COMPENSATION RECEIVED BY CONSULTANT OR $50,000, WHICHEVER IS GREATER.

SECTION 9: MISCELLANEOUS PROVISIONS

9.1 Services Prior to Agreement. Directing Consultant to commence Services prior to execution of this Agreement constitutes Client's acceptance of this unaltered Agreement in its entirety.

9.2 Confidentiality. To the extent Consultant receives Client information identified as confidential, Consultant will not disclose that information to third parties without Client consent. Additionally, any Project Data prepared in performance of the Services will remain confidential and Consultant will not release the reports to any third parties not involved in the Project. Neither of the aforesaid confidentiality obligations shall apply to any information in the public domain, information lawfully acquired from others on a nonconfidential basis, or information that Consultant is required by law to disclose.

9.3 Relationship of the Parties. Consultant will perform Services under this Agreement as an independent contractor, and its employees will at all times be under its sole discretion and control. No provision in this Agreement shall be deemed or construed to create a joint venture, partnership, agency or other such association between the Parties.

9.4 Resource Conservation and Recovery Act. To the extent applicable to the Services, neither this Agreement nor the providing of Services will operate to make Consultant an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation and Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous substances. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from any claims, damages, penalties or losses resulting from the storage, removal, hauling or disposal of such substances.

9.5 Services in Connection with Legal Proceedings. Client agrees to compensate Consultant in accordance with its then current fees, rates, or charges if Consultant is asked or required to respond to legal process arising out of a proceeding related to the Project and as to which Consultant is not a party.

9.6 Assignment. This Agreement may not be assigned by Consultant or Client without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

9.7 Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended, or will be construed, to confer upon or give any person or entity other than Consultant and Client, and their respective permitted successors and assigns, any rights, remedies, or obligations under or by reason of this Agreement.

9.8 Termination. This Agreement may be terminated by either Party for cause upon seven (7) days written notice to the other Party. Should the other Party fail to cure and perform in accordance with the terms of this Agreement within such seven-day period, the Agreement may terminate at the sole discretion of the Party that provided the written notice. The Client may terminate this Agreement for its convenience. If Client terminates for its convenience, then Consultant shall be compensated in accordance with the terms hereof for Services performed, reimbursable costs and expenses incurred prior to the termination, and reasonable costs incurred as a result of the termination.

9.9 Force Majeure. Neither Party shall be liable for damages or deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations (other than the payment of money) results, without its fault or negligence, from any cause beyond its reasonable control, including but not limited to acts of God, acts of civil or military authority, embargoes, pandemics, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, adverse weather conditions, strikes or lock-outs, declared states of emergency, and changes in laws, statutes, regulations, or ordinances.

9.10 Disputes, Choice of Law, Venue. In the event of a dispute and prior to exercising rights at law or under this Agreement, Consultant and Client agree to negotiate all disputes in good faith for a period of 30 days from the date of notice of such dispute. This Agreement will be governed by the laws and regulations of the state in which the Project is located and all disputes and claims shall be heard in the state or federal courts for that state. Client and Consultant each waive trial by jury.

9.11 Individual Liability. No officer or employee of Consultant, acting within the scope of employment, shall have individual liability for any acts or omissions, and Client agrees not to make a claim against any individual officers or employees of Consultant.

9.12 Severability. Should a court of law determine that any clause or section of this Agreement is invalid, all other clauses or sections shall remain in effect.

9.13 Waiver. The failure of either Party hereto to exercise or enforce any right under this Agreement shall not constitute a release or waiver of the subsequent exercise or enforcement of such right.

9.14 Entire Agreement. The terms and conditions set forth herein constitute the entire understanding of the Parties relating to the provision of Services by Consultant to Client. This Agreement may be amended only by a written instrument signed by both Parties. In the event Client issues a purchase order or other documentation to authorize Consultant's Services, any conflicting or additional terms of such documentation are expressly excluded from this Agreement.

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made on the 265th day of May, 2026, between the **CITY OF ROGERS, 22350 S. Diamond Lake Road, Rogers MN 55374** ("City") and **BRAUN INTERTEC, 11001 Hampshire Avenue S., Bloomington MN 55438** (“Consultant”).

Preliminary Statement

The purpose of this Agreement is to set forth terms and conditions for the provision of architectural and engineering services by the Consultant for the City.

The City and Consultant agree as follows:

1. **Consultant's Services**. The Consultant agrees to provide professional services as described in Exhibit A, Scope of Work, attached hereto and incorporated herein. Consultant agrees to use the City's standard specifications in any bidding documents prepared under this Agreement. The requirements of this section may be waived by the City if the City Engineer determines that they are not necessary for the successful completion of the project. Consultants requesting a requirement to be waived must have written authorization from the City Engineer. Consultant will perform its professional services consistent with the degree of care and skill ordinarily exercised under similar circumstances by reputable members of Consultant's profession practicing at the same time and in the same locality

2. **Time for Performance of Services**. The Consultant will perform the services outlined in Exhibit A, Scope of Work within the prescribed days from the date of the contract award. Any changes in this schedule must be approved in writing by the City.

3. **Compensation for Services**. City agrees to pay the Consultant for services as described in Exhibit A, Scope of Work as may be amended from time to time by mutual written agreement by City and Consultant.

4. **Method of Payment**. The Consultant must submit itemized bills for services provided to the City on a monthly basis. Bills submitted will be paid in the same manner as other claims made to the City.

   For work reimbursed on an hourly basis, the Consultant must indicate for each employee, his or her classification, the number of hours worked, rate of pay for each employee, a computation of amounts due for each employee, the total amount due, the original contracted amount, the current requested amount and the total amount. Consultant must verify all statements submitted for payment in compliance with Minnesota Statutes Sections 471.38 and 471.391. For reimbursable expenses, the Consultant must provide such documentation as reasonably required by the City.

5. **Audit Disclosure**. The Consultant must allow the City or its duly authorized agents reasonable access to such of the Consultant's books and records as are pertinent to all services provided under this Agreement.

   Any reports, information, data, etc. given to, or prepared or assembled by the Consultant, under this Agreement which the City requests to be kept confidential must not be made available to any individual or organization without the City's prior written approval. All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant will become the property of the City upon termination of this Agreement, but Consultant may retain copies of such documents as records of the services provided and may reuse standard portions of such documents in the normal course of its business.

6. **Term**. The term of this Agreement will be from May 27, 2026 through final project closeout by the City Council and receipt of all Consultant deliverables, the date of signature by the parties notwithstanding. This Agreement may be extended upon the written mutual consent of the parties for such additional period as they deem appropriate, and upon the terms and conditions as herein stated. The anticipated duration of construction (bid award to substantial completion) is 13 months.

7. **Termination**. This Agreement may be terminated by City by seven (7) day's written notice to Consultant delivered to the address written above. Upon termination under this provision, the Consultant will be paid for services rendered and reimbursable expenses incurred prior to the effective date of termination.

8. **Subcontractor**. The Consultant must not enter into subcontracts for any of the services provided for in this Agreement without the express written consent of the City other than those defined in Exhibit A.

9. **Independent Contractor**. At all times and for all purposes hereunder, the Consultant is an independent contractor and not an employee of the City. No statement herein shall be construed so as to find the Consultant an employee of the City.

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

11. **Services Not Provided For**. No claim for services furnished by the Consultant not specifically provided for herein will be honored by the City.

12. **Severability**. The provisions of this Agreement are severable. If any portion hereof is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision will not affect the remaining provisions of the Agreement.

13. **Entire Agreement**. The entire Agreement of the parties is contained herein. This Agreement supersedes all oral agreements and negotiations between the parties

relating to the subject matter hereof, as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions or waivers of the provisions of this Agreement will be valid only when expressed in writing and duly signed by the parties unless otherwise provided herein.

14. **Compliance with Laws and Regulations**. In providing services hereunder, the Consultant must abide by all statutes, ordinances, rules and regulations pertaining to the provision of services to be provided. Any violation will constitute a material breach of this Agreement and entitle the City to immediately terminate this Agreement.

15. **Waiver**. Any waiver by either party of a breach of any provisions of this Agreement will not affect, in any respect, the validity of the remainder of this Agreement.

16. **Indemnification**. The Consultant must indemnify and hold harmless the City, its employees and agents, for all claims, damages, losses and expenses, including but not limited to attorney's fees which they may suffer or for which they may be held liable, as a result of, and to the extent of, the negligent or wrongful acts of the Consultant, his or her employees or anyone else for whom he or she is legally responsible in the performance of this Agreement.

17. **Insurance**. During the term of this Agreement, Consultant must maintain a general liability insurance policy with limits of $1,500,000 for each occurrence and $2,000,000 aggregate, for both personal injury and property damage.

    This policy shall name the City as an additional insured for the services provided under this Agreement and shall provide, as between the City and the Consultant, that the Consultant's coverage shall be the primary coverage in the event of a loss. If the Consultant is providing either architectural or engineering services, the Consultant must also maintain during the term of this Agreement a professional liability insurance policy with the same limits as for general liability. A certificate of insurance on the City's approved form which verifies the existence of these insurance coverages must be provided to the City before work under this Agreement is begun.

18. **Governing Law**. This Agreement will be controlled by the laws of the State of Minnesota.

19. **Whole Agreement**. This Agreement embodies the entire Agreement between the parties including all prior understanding and agreements and may not be modified except in writing signed by all parties.

20. **Limitation of Liability.** It is agreed that City’s sole, exclusive remedy, and maximum recovery against Consultant for any claims, damages, costs, or expenses including, without limitation, reasonable attorneys’ fees and costs, of any nature

whatsoever, shall not exceed Consultant's applicable and required insurance under this Agreement.

21. **Opinions of Probable Cost.** Any and all estimates provided by Consultant are opinions of probable costs based on information that is reasonably available to Consultant.

22. **Means, Methods and Safety.** Consultant is not responsible for supervising, directing, controlling, or otherwise being in charge of the construction activities, means, or methods at the project site; or supervising, directing, controlling, or otherwise being in charge of the actual work of the construction contractor, its sub-contractors, or other materialmen or service providers not engaged by Consultant.

23

Executed as of the day and year first written above.

CITY OF ROGERS

By:_____
Shannon Klick, Mayor

Date:_____

Date:_____

By:_____
Steven Stahmer, City Administrator

Date:_____

BRAUN INTERTEC

By:_____

Its: Vice President, Principal Scientist

May 20, 2025 Project 10003242_002

Brett Angell and Doran Cote
City of Rogers
22350 S. Diamond Lake Road
Rogers, MN 55374

Re: Proposal for Environmental Consulting Services
Rogers Civic Center Campus Redevelopment
21701 Industrial Boulevard, 13017 Main Street,
13013 Main Street, and 13019 Main Street
Rogers, Minnesota

Dear Mr. Angell and Mr. Cote:

Braun Intertec Corporation (Braun Intertec) is pleased to present this proposal for environmental consulting services related to the proposed redevelopment of the above referenced site (Site). The environmental consulting services include completion of pre-construction test pits beneath the former Boyer Truck building, assisting with dewatering permit(s), sampling, and reporting (upon request), oversight of soil excavation activities within known or suspected areas of impacts, oversight of the vapor mitigation system installations, completion of vapor mitigation confirmation testing and sampling, and preparation and submittal of a Response Action Plan (RAP) Implementation Report to the Minnesota Pollution Control Agency (MPCA) requesting issuance of a completion of response action letter. This proposal outlines the Scope of Services and provides a Cost Estimate for the proposed work.

Background

The Site is comprised of six contiguous parcels (Hennepin County Parcel IDs: 231202324004, 231202324006, 2312023240025, 2312023240026, 2312023240023, and 2312023240014) located at 21701 Industrial Boulevard, 13017 Main Street, 13013 Main Street, and 13009 Main Street within the SE quarter of the NW quarter of Section 23, Township 120 North, Range 23 West, in the City of Rogers, Hennepin County, Minnesota.

Based on the information provided by the City of Rogers (the City), the proposed project includes redevelopment of the Site for a new Police Department building with associated secure parking and a new City Hall building with associated surface parking and amenities, including a public plaza in the northeast corner of the Site.

Previous Environmental Investigations and Environmental Documents

The following environmental documents have been completed at the Site. A brief summary of the environmental documents is provided below:

- *Phase I Environmental Site Assessment Report, Boyer Truck, 21701 Industrial Boulevard/13013 Main Street, Rogers, Minnesota, dated September 4, 2019, prepared by Key Engineering Group, LTD. (2019 Phase I ESA*).
- *Draft Phase II Environmental Site Assessment Report, 21701 Industrial Boulevard, Rogers, Minnesota, dated January 19, 2023, prepared by GHD (2023 GHD Phase II ESA)*.
- *Phase I Environmental Site Assessment, Former Holiday Station Store, 13017 Main Street, Rogers, Minnesota, dated September 20, 2023, prepared by Braun Intertec (2023 City Parcel Phase I ESA)*.
- *Phase I Environmental Site Assessment, Boyer Truck Facility, 21701 Industrial Boulevard and 13013 Main Street, Rogers, Minnesota, dated October 3, 2023, prepared by Braun Intertec (2023 Boyer Property Phase I ESA*).
- *Phase II Environmental Site Assessment, Rogers Redevelopment Project, 21701 Industrial Boulevard, 13013 Main Street, and 13017 Main Street, Rogers, Minnesota,* dated November 1, 2023, prepared by Braun Intertec (2023 Phase II ESA).
- *Soil Vapor Investigation Report, City of Rogers Redevelopment Project, 21701 Industrial Boulevard, 13013 Main Street, and 13017 Main Street, Rogers, Minnesota*, dated February 12, 2024, prepared by Braun Intertec (2024 SVA).
- *Supplemental Soil Vapor Investigation Report, City of Rogers Redevelopment Project, 21701 Industrial Boulevard, 13013 Main Street, and 13017 Main Street, Rogers, Minnesota,* dated May 29, 2024, prepared by Braun Intertec (2024 Supplemental SVA).
- *Retroactive No Association Determination for Past Actions, No Association Determination for Proposed Actions, Holiday Station Store 79, 13017 Main Street, Rogers, MPCA Site ID: BF0002673,* dated April 3, 2024, prepared by MPCA.
- *Retroactive No Association Determination for Past Actions, No Association Determination for Proposed Actions, Boyer Trucks, 21701 Industrial Boulevard and 13013 Main Street, Rogers, MPCA Site ID: BF0002675*, dated April 3, 2024, prepared by MPCA.
- *"draft" Geotechnical Evaluation Report, Rogers Police Department and City Hall, 21701 Industrial Blvd., Rogers, Minnesota,* date pending, prepared by Braun Intertec (2025 Geotechnical Evaluation).
- *Response Action Plan/Construction Contingency Plan, City of Rogers Civic Campus Redevelopment Project, 21701 Industrial Boulevard, 13017, 13013, and 13009 Main Street, Rogers, Minnesota*, prepared by Braun Intertec, dated April 9, 2025 (2025 RAP/CCP).

- *Approval of RAP/CCP – City of Rogers Redevelopment Project, Holiday Station Store #79, 13017 Main Street (BF0002673), Boyer Trucks 21701 Industrial Boulevard and 13013 Main Street (BF0002675)*, dated May 1, 2025, prepared by MPCA.

According to the previously completed Phase I ESAs, the Site was primarily used for agricultural purposes since at least 1937. Four parcels (Hennepin County Parcel IDs: 231202324004, 231202324006, 2312023240025, and 2312023240026) were occupied by a commercial building and associated paved parking operated by Boyer Trucks as a commercial truck dealership which included maintenance and parts services (Boyer Trucks Property). Boyer Trucks Property was developed in 1998 with the currently existing approximately 17,000-square-foot building that is currently unoccupied and that consists of sales offices, large truck bays, and a mezzanine on the southern portion of the building. The building is centrally located on the Site and is surrounded by paved parking lots. The Boyer Trucks Property was utilized for truck sales and service from 1998 until approximately 2021. According to the Phase I ESA, the west side of the Boyer Trucks Property may have been a former salvage yard.

The adjoining parcel to the northeast, 13017 Main Street (Hennepin County Parcel ID: 2312023240023, Holiday Parcel), was developed in approximately 1977 with the currently existing slab-on-grade approximately 4,000 square-foot building formerly used as a Holiday Station Store. The former Holiday Station Store operated as a gasoline station from approximately 1977 until 2011. Since closing the gasoline station in 2011, the Holiday Parcel has remained unoccupied. Paved parking areas with overgrown vegetation surround the majority of the Holiday Parcel. The Holiday Parcel is the subject of a closed petroleum release (MPCA leak site LS00018292).

The adjoining parcel to the southeast, 13009 Main Street (Hennepin County Parcel ID: 2312023240014, Residential Parcel), was previously developed with a former residential home that has been demolished. The Residential Parcel is currently vacant.

Braun Intertec completed a Phase I ESA at the Site on October 3, 2023 (2023 Phase I ESA). The 2023 Phase I ESA updated and summarized the previous environmental reports. The 2023 Phase I ESA identified various recognized environmental conditions (RECs) associated with past Site uses.

The City received Retroactive No Association Determination (RNADs) from the MPCA for both the former Holiday Station site and Boyer Truck site.

A Phase II ESA was conducted to investigate the RECs identified in the 2023 Phase I ESA. The investigation identified multiple areas of contamination where analytical testing identified impacts in soil exceeding the established MPCA Soil Reference Value (SRV) or regulated fill criterion, and Minnesota Department of Health (MDH) drinking water criteria. Soil vapor was evaluated as part of the 2023 Phase II ESA and in a supplemental soil vapor investigation in 2024. A summary of results is provided below:

- Two areas of confirmed petroleum soil contamination were identified. Soil boring GP-3 was completed in the southwest corner of the Site which is downgradient of an adjacent commercial/ industrial facility and downgradient of the BP Gas Station north of the Site. Soil boring GP-11 was completed in the vicinity of the former UST basin for the former Holiday Station. These soil borings

had elevated photoionization detector (PID) readings and petroleum-like odors observed. Gasoline range organics (GRO) and various petroleum-related volatile organic compounds (VOCs) were detected at concentrations exceeding established MPCA criteria in each boring. Additionally, diesel range organics (DRO) was detected at soil boring GP-11 at concentrations exceeding established MPCA criteria.

- Various metals were identified in soil Site-wide at concentrations exceeding established MPCA Soil Leaching Valus (SLVs) and/or Soil Reference Values (SRVs). Soil disturbed for redevelopment activities will likely be required to be disposed of off-Site. However, according to United States Geological Survey (USGS) information[1], some of the metals in soil may be attributed to naturally occurring in the area of the Site.
- Groundwater samples exhibited elevated petroleum-related VOC concentrations in the same borings as the petroleum soil contamination identified above. Groundwater encountered during redevelopment activities will have to be managed appropriately.
- Various dissolved metals, exceeding the MDH Drinking Water Criteria (DWC), were identified Site-wide in groundwater samples. However, according to Untied States Geological Survey (USGS) information, some of the metal concentrations in soil may be attributed to naturally occurring conditions in the area of the Site.
- The sampling results did not identify VOC constituents within soil vapor at concentrations greater than the 33X Commercial/Industrial Intrusion Screening Value (ISV) standards.

In 2025, Braun Intertec prepared and submitted a Response Action Plan/Construction Contingency Plan (RAP/CCP) for the Site. The 2025 RAP/CCP included a brief summary of the project background, description and summary of the known soil and groundwater impacts at the Site and discussed the soil vapor results and did not recommend a soil vapor intrusion mitigation system and recommended pre-construction test pits be completed within the footprint of the former Boyer Truck building.

The MPCA has reviewed and approved the 2025 RAP/CCP with the condition to install a passive sub-slab vapor mitigation system (VMS) with the ability to convert to an active system based on the analytical results of two seasonal post-construction soil vapor sampling events.

Scope of Services

Task 1 – Pre-Construction Test Pits

Braun Intertec will coordinate with the City, Terra Construction (general contractor), and associated subcontractors to complete pre-construction test pits to characterize the fill soil beneath the former Boyer Truck building after demolition is complete. Soil samples of the fill soil and underlying native soil from

[1] Element Concentrations in Soils and Other Surficial Materials of the Conterminous United States, authors Hansford T. Shacklette and Josephine G. Boerngen, United States Geological Survey (USGS).

the test pits will be monitored for unusual staining, odors, debris, and other signs of contamination. Soil samples will be collected for laboratory analysis and analyzed for a combination of VOCs, polycyclic aromatic hydrocarbons (PAHs), DRO, GRO, and Resource Conservation and Recovery Act (RCRA) eight metals.

Task 2 – Soil Response Action Activities

The proposed activities below are associated with implementing the soil portions (and related services) of the MPCA-approved 2025 RAP/CCP.

Soil Monitoring and Sampling

A Braun Intertec environmental scientist, certified by the MDH as an Asbestos Inspector, will be on Site to perform field screening and soil sampling (as necessary) during the majority of earthwork activities. This proposal assumes up to 200 hours (four weeks of 10-hour days) of onsite time to screen and collect soil samples. Actual time required on Site will be determined based on the project schedule, if additional soil oversight is not needed or less than our assumptions, then we will only charge you for the hours actually incurred. If additional contaminated materials are encountered during the excavation activities, the material will be managed in accordance with the 2025 RAP/CCP.

The environmental scientist will evaluate and document excavated soil conditions and assist with segregation and proper management of contaminated materials in accordance with the MPCA approved RAP/CCP. Observations and screening results will be documented in daily field notes with photographs and laboratory analysis (as applicable).

Excavated materials will continue to be evaluated for the presence of visual and olfactory indications of contamination. The on-Site environmental scientist will follow MPCA-approved headspace methodology using a PID equipped with a 10.6-eV lamp to monitor soil for the presence of organic vapors. In the event that undocumented or unanticipated contaminated soils (based on PID, visual, or olfactory indications) are encountered during the excavation activities, soil sampling for laboratory analysis will be conducted in accordance with the MPCA approved RAP/CCP.

This proposal assumes that up to eight confirmation soil samples will be collected from the base of excavated areas with known impacts, specifically the western portion (former salvage yard), former Holiday Station tank basin/pump islands, and along the northern and southern boundaries. The soil samples will be submitted for laboratory analysis for the presence and concentrations of the following parameters:

- VOCs using Environmental Protection Agency (EPA) Method 8260
- DRO using Wisconsin Department of Natural Resources (WDNR) Method
- GRO using WDNR Method
- PAHs using EPA Method 8270 (if deemed necessary)

In the event that previously unidentified contaminated materials are encountered during the excavation activities, the material will be managed in accordance with the project specific Construction Contingency Plan (CCP).

Project and Field Coordination

This task includes time and fees for project coordination with the field staff and the project team during earthwork and dewatering activities (Task 3 below) including scheduling and review of field and analytical data associated with the project.

Task 3 - Dewatering Permits, Sampling, and Reporting

If dewatering activities are required as part of construction, Braun Intertec will work with the construction team to prepare the necessary permits and receive appropriate approval. The project may require a Department of Natural Resources (DNR) Water Use permit and Metropolitan Council Environmental Services (MCES) Industrial Discharge permit to discharge contaminated groundwater to adjacent sanitary sewer system. In addition, coordination and approval are required by the City of Rogers Public Works Department. The approval time for DNR and MCES permits is up to 60 business days.

Additional groundwater sampling may be required as part of the permit approval process. The MCES Industrial Discharge permit also requires on-going sampling during discharge to evaluate the groundwater entering the sanitary sewer system. In addition, discharge quantity (i.e., flow meter) and monthly reporting are also required.

For the purposes of this proposal, Braun Intertec assumes one discharge water sample will be collected within the first 24 and 72 hours after discharge startup and then every 30 days thereafter. Sampling will continue as necessary until dewatering activities are completed. The frequency may be adjusted based on initial analytical results and approval from the City and MCES.

We are assuming a maximum of six water samples will be collected for sanitary discharge (including any required sampling prior to dewatering activities). These samples will be submitted for the following parameters:

- VOCs using EPA Method 8260
- DRO using WDNR Method
- GRO using WDNR Method
- Manganese using EPA Method 6010
- pH using National Environmental Methods Index (NEMI) Method SM4500H+B
- Chemical Oxidation Demand (COD) using EPA Method 410.3
- Total Suspended Solids (TSS) using NEMI Method SM2540D and United States Geological Survey (USGS) Method I-3765

- Total Cyanide using 4500-CN E Method

Task 4 – Soil Vapor Response Action Activities

The MPCA RAP Approval Letter requires the installation of a passive sub-slab soil VMS in the new city hall and police department buildings. As a part of the MPCA required vapor response action activities, the following activities will be completed:

Passive Vapor Mitigation System Design

Braun Intertec will design and prepare a construction plan and specifications for a passive sub-slab depressurization (SSD) VMS for the proposed building in consultation with the project design team. The VMS design will be based on design drawings for the proposed building provided to Braun Intertec. Braun Intertec will prepare the VMS design in general accordance with the guidelines specified in the MPCA vapor mitigation guidance document[2] and the ANSI/AARST standard for Soil Gas Control Systems in New Construction of Buildings (CC-1000 2018 rev. 5/23). The system will be designed by a licensed professional engineer and will likely include a sub-slab vapor barrier, sub-slab ventilation layer, perforated and solid wall sub-slab vapor mitigation system piping, system riser vent piping, and system extraction fan(s).

Braun Intertec will confer with the building design team to identify viable pipe chase locations for routing exhaust piping through and out of the building. Braun Intertec will design and prepare construction plans, which will consist of a general note and detail sheet, provided in PDF format, along with design and installation notes, construction inspection requirements, and other design details necessary to install the passive VMS.

The cost estimate includes design services, one pre-design coordination meeting/conference call, and one coordination meeting during design. Additional revisions beyond one round of edits to the VMS design will be billed at a time and materials rate. Note that costs for the passive VMS component materials and installation are not included in our proposal and should be obtained separately from contractor(s) installing components of the VMS.

Vapor Mitigation System Installation Oversight

Braun Intertec will document the installation of the primary components of the VMS throughout construction of the VMS. This proposal does not include installation of the VMS or quality assurance/quality control (QA/QC) during construction. For this task, Braun Intertec has included costs for up to four visits. Note that on-Site time and our estimated costs may change depending upon the building conditions and the contractor's schedule.

Post-Construction Sampling

Once the floor slab is complete, Braun Intertec will conduct up to two rounds of sub-slab soil vapor sampling in accordance with MPCA vapor mitigation guidance. The sampling will include collecting six sub-slab vapor

[2] *Minnesota Pollution Control Agency Vapor Mitigation Best Management Practices, c-rem3-06, April 2020*

samples in each round. One round will occur in the MPCA defined heating season (November 1 – March 31) and one in the non-heating season (April 1 – October 31). Each sampling event will include the following:

- Sub-slab soil vapor will be collected across the building slab. A total of semi-permanent soil vapor pins will be installed per sampling event within the footprint of the buildings (three per building) to facilitate sub-slab soil vapor sampling. Following vapor pin installation, the vapor pins will be connected to inert shut-in test tubing assembly. The other end of the shut-in test assembly will be connected to the valve and gauge assembly connected to the air canister. A water dam leak test and shut-in test will be performed in general accordance with Appendix B of the MPCA 2020 Vapor Investigation Guidance verifying that there are no leaks in the sample train. The sampling point and tubing will be purged to remove at least two volumes of air prior to sample collection. The soil vapor samples will then be collected using laboratory-supplied negative pressure air-sample collection canisters (1- or 6-liter canisters, individually certified clean) equipped with 200 milliliter per minute (mL/min) flow restrictors in accordance with MPCA guidelines and in accordance with Braun Intertec Standard Operating Procedures (SOPs). The shut-in test assembly will be disconnected. Following sample collection, organic vapor concentrations at the vapor pin will be screened with a PID and the value recorded. The temporary sampling points will be removed from the borehole and the boreholes will be patched with concrete. The sub-slab soil vapor samples will be analyzed for VOCs by EPA Method TO-15.

For the purposes of this proposal, both non-heating (April 1 to October 31) and heating (November 1 to March 31) seasons will be required. A total of 12 air and vapor samples (6 per sampling event) will be collected.

If any individual soil vapor sampling from either round shows an exceedance of 33x the MPCA Intrusion Screening Values (ISVs), the passive VMS may be required to be converted into an active VMS by MPCA. The scope to turn the passive system active is not included in this proposal.

Task 5 – Reporting and Project Management

This task includes, but is not limited to, time and fees for project coordination with the field staff and project team during soil and vapor response actions including scheduling, and review of field and analytical data associated with the project. This task also includes the following reporting tasks:

Response Action Plan Implementation Report

Following completion of the response actions and supplementary vapor sampling events, Braun Intertec will prepare a RAP/CCP Implementation Report summarizing the results of the environmental monitoring and testing activities conducted. At a minimum the report will include a summary of environmental response actions completed at the Site, description of field methods and procedures, and photographic documentation of project activities. An Operation and Maintenance (O&M) Plan for the vapor mitigation system will be included as an appendix (see below).

The RAP/CCP Implementation Report will be submitted to the MPCA along with a request for issuance of a RAP/CCP Implementation Report approval letter and Completion of Mitigation Response Actions letter.

Operation and Maintenance Plan

Braun Intertec will prepare an Operation & Maintenance (O&M) Plan for ongoing operation of the installed passive VMS components. A draft copy of the report will be forwarded to you prior to report finalization. Only an electronic copy of the Braun Intertec report will be submitted to you unless you request otherwise.

Environmental Covenant

Subsequent to the completion of the RAP Implementation field activities, Braun Intertec will assist the client with preparation of an environmental covenant of the Site buildings. The environmental covenant will summarize the installed vapor mitigation systems within each building, as well as requirements for ongoing monitoring and maintenance activities. The draft covenant will be provided to the MPCA for review and comment.

Following approval from the MPCA, the environmental covenant must be recorded on the deed for the property with Hennepin County. It is the responsibility of the Site owner to file the prepared environmental covenant with Hennepin County.

Task 6 – Grant Management

Upon request, Braun Intertec will assist the City of Rogers with management of the Hennepin County Environmental Response Fund (ERF) contamination cleanup grant, including preparing and providing necessary supporting information for inclusion in the grant disbursement requests that will be prepared by the City. The grant management costs are not a grant eligible/reimbursable expense.

Cost Estimate

Braun Intertec will provide the services described herein on an hourly and unit-cost basis. The estimated cost breakdown summary is listed below.

Service Description	Cost Estimate
Task 1 – Pre-Construction Test Pits	
Excavation Services/Equipment	$ 2,750
Field Equipment, Sampling Supplies, Mileage	$ 2,000
Subcontractor Analytical Testing (assumes standard turnaround time)	$ 1,325
Professional Services and Reporting	$ 3,100
Estimated Task 1 Total	**$ 9,175**
Task 2 – Soil Response Action Activities	
Field Equipment, Sampling Supplies, Mileage	$ 32,275
Subcontractor Analytical Testing (assumes standard turnaround time)	$ 2,800
Professional Services and Meetings	$ 2,475
Estimated Task 2 Total	**$ 37,550**
Task 3 – Dewatering Permits, Sampling, and Reporting	
Permitting and Reporting	$ 4,825
Subcontractor Analytical Testing (assumes standard turnaround time)	$ 3,625
Field Equipment, Sampling Supplies, Mileage	$ 3,775
Estimated Task 3 Total	**$ 12,225**
Task 4 – Vapor Response Action Activities	
Vapor Mitigation System Design	$ 5,350
Vapor System Installation Oversight (Field Equipment and Mileage)	$ 4,150
Post-Construction Soil Vapor Sampling (Two Sampling Events)	$ 7,400
Subcontractor Analytical Testing (assumes standard turnaround time)	$ 4,100
Estimated Task 4 Total	**$ 21,000**
Task 5 – Reporting and Project Management	
RAP Implementation Report	$ 6,300
O&M Plan	$ 1,500
Environmental Covenant	$ 2,250
Professional Services	$ 5,925
Estimated Task 5 Total	**$ 15,975**
Task 6 – Grant Management	
Professional Services	$ 2,975
Estimated Task 6 Total	**$ 2,975**
Estimated Total (Tasks 1 through 6)	**$ 98,900**

Braun Intertec will begin the project upon receipt of your authorization. The estimated cost of **$98,900** presented is based on the scope of services described herein and the assumption that the proposal will be authorized within 30 days and that the project will be completed within the proposed schedule.

This cost estimate was developed with the understanding that the scope of services defined herein will be performed during our normal business hours of 7:00 a.m. to 5:00 p.m., Monday through Friday. Services that we are asked to provide outside our normal business hours will be invoiced at 1.25 times the listed hourly rate. Services provided on Sunday or legal holidays will be invoiced at 1.5 times the listed hourly rate. You will be billed only for services provided on a time and material basis.

Scheduling

Field work will be coordinated with the General Contractor/Earthwork Contractor. A draft RAP Implementation report will be forwarded to you following the completion of response action activities. A RAP Implementation Addendum will be submitted after completion of the vapor system installation, start-up, and receipt of both seasonal rounds of confirmation soil vapor analytical results, if necessary, otherwise it will be included in the RAP Implementation Report.

If the proposed Scope of Services cannot be completed according to this schedule due to circumstances beyond control, Braun Intertec will notify and discuss with you the revised schedule.

General Remarks

We based the proposed fee on the scope of services described and the assumption that you will authorize our services within 30 days and that others will not delay us beyond our proposed schedule.

We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement. To accept this proposal and authorize us to proceed, please sign and return it to us in its entirety.

We appreciate the opportunity to present this proposal to you. We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Kathryn Cleveland at 952.995.2489 or kcleveland@braunintertec.com.

Sincerely,

Braun Intertec Corporation

Abby Conklin-Muchnick, PE
Senior Engineer

Kathryn L. Cleveland
Supervisor, Senior Scientist

Stephen T. Jansen, MS, PG
Vice President Principal Scientist

Attachments:
General Conditions (11/4/2024)

The proposal is accepted, and Braun Intertec is authorized to proceed.

_____
Authorizer's Firm

_____
Authorizer's Signature

_____
Authorizer's Name (please print or type)

_____
Authorizer's Title

_____
Date

Response Action Plan/Construction Contingency Plan

City of Rogers Civic Campus Redevelopment Project
21701 Industrial Boulevard, 13017, 13013, and 13009 Main Street
Rogers, Minnesota

Prepared for:

City of Rogers

Minnesota Brownfields

BRAUN INTERTEC
The Science You Build On.

Project B2308306.05
April 9, 2025

Braun Intertec Corporation

Braun Intertec Corporation
11001 Hampshire Avenue S
Minneapolis, MN 55438

Phone: 952.995.2000
Fax: 952.995.2020
Web: braunintertec.com

April 9, 2025 Project B2308306.05

Mr. Brett Angell
City of Rogers
22350 S. Diamond Lake Rd
Rogers, MN 55374

Minnesota Brownfields
4248 Park Glen Road
Minneapolis, MN 55416

Re: Response Action Plan/Construction Contingency Plan
City of Rogers Redevelopment Project
21701 Industrial Boulevard, 13017, 13013, and 13009 Main Street
Rogers, Minnesota

Dear Mr. Angell and Minnesota Brownfields:

On behalf of the City of Rogers (the City), Braun Intertec Corporation has prepared the attached Response Action Plan/Construction Contingency Plan (RAP/CCP) for the above-referenced site (Site). The attached RAP/CCP provides a description of the methods that will be used to manage impacted materials at the Site and to identify, evaluate, and manage potentially impacted materials that may be encountered during construction.

The RAP/CCP document is being submitted to the Minnesota Pollution Control Agency (MPCA) Voluntary Investigation and Cleanup (VIC) and Petroleum Brownfields (PB) Programs for review and approval prior to the start of construction. If redevelopment plans should change, the RAP/CCP document will be amended as appropriate.

This RAP/CCP was prepared on behalf of and for use by the City and Minnesota Brownfields. No other party has a right to rely on the contents of this RAP/CCP without the written authorization of Braun Intertec. If you have any questions, please contact Kathryn Cleveland at 952.995.2489 or kcleveland@braunintertec.com.

Sincerely,

BRAUN INTERTEC CORPORATION

Edward S. Pencak, PG
Project Scientist

Kathryn L. Cleveland
Project Scientist

Imants Pone
Senior Scientist

Attachment:
Response Action Plan/Construction Contingency Plan

AA/EOE

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A. Introduction

On behalf of the City of Rogers (the City) and Minnesota Brownfields, Braun Intertec Corporation prepared this Response Action Plan/Construction Contingency Plan (RAP/CCP) for the proposed redevelopment located at 21701 Industrial Boulevard, 13017 Main Street, 13013 Main Street, and 13009 Main Street in Rogers, Minnesota (Site).

This RAP/CCP provides a description of the segregation, management, and disposal procedures for impacted soil removed as part of construction-related excavation work, as well as environmental monitoring/testing and documentation requirements. The CCP portion of the document outlines procedures for addressing any unexpected environmental conditions that may encountered during construction.

The City is requesting Minnesota Pollution Control Agency (MPCA) approval of this RAP/CCP. Following project completion, a RAP/CCP Implementation Report will be prepared and submitted for MPCA approval of completed response actions.

B. Project Background

B.1. Site Location and Description

The Site is located at 21701 Industrial Boulevard, 13017 Main Street, 13013 Main Street, and 13009 Main Street within the SE quarter of the NW quarter of Section 23, Township 120 North, Range 23 West, in the City of Rogers, Hennepin County, Minnesota.

The Site is comprised of six contiguous parcels. According to most recently conducted Phase I Environmental Site Assessment (ESA), the Site was primarily used for agricultural purposes since at least 1937. Four parcels (Hennepin County Parcel IDs: 231202324004, 231202324006, 2312023240025, and 2312023240026) are currently occupied by a commercial building and associated paved parking formerly operated by Boyer Trucks as a commercial truck dealership which included maintenance and parts services (Boyer Trucks Property). Boyer Trucks Property was developed in 1998 with the currently existing approximately 17,000-square-foot building that is currently unoccupied and that consists of sales offices, large truck bays, and a mezzanine on the southern portion of the building. The building is centrally located on the Site and is surrounded by paved parking lots. The Boyer Trucks Property was

utilized for truck sales and service from 1998 until approximately 2021. According to the Phase I ESA, the west side of the Boyer Trucks Property may have been a former salvage yard.

The adjoining parcel to the northeast, 13017 Main Street (Hennepin County Parcel ID: 2312023240023, Holiday Parcel), was developed in approximately 1977 with the currently existing slab-on-grade approximately 4,000 square-foot building formerly used as a Holiday Station Store. The former Holiday Station Store operated as a gasoline station from approximately 1977 until 2011. Since closing the gasoline station in 2011, the Holiday Parcel has remained unoccupied. Paved parking areas with overgrown vegetation surround the majority of the Holiday Parcel. The Holiday Parcel is the subject of a closed petroleum release (MPCA leak site LS00018292).

The adjoining parcel to the southeast, 13009 Main Street (Hennepin County Parcel ID: 2312023240014, Residential Parcel), was previously developed with a former residential home that has been demolished. The Residential Parcel is currently vacant.

The Site is bordered on the north by Industrial Boulevard with retail development located beyond; on the east by Main Street with retail development located beyond; on the south by John Deere Lane with retail and light industrial developments located beyond; and the west by retail and light industrial developments with single family residential located beyond.

A Site Location Map is included as Figure 1 and a Site Layout Map with parcel IDs is included as Figure 2.

B.2. Proposed Development

The Boyer Trucks Property and the adjoining Holiday and Residential Parcels (i.e. the “Site”) are being considered by the City of Rogers for redevelopment into a Police Department building with underground parking and a new City Hall building with associated surface parking and amenities, including a public plaza in the northeast corner of the Site. The proposed Site redevelopment plan is shown on Figure 3 and is included in Appendix A.

B.3. Previous Site Investigations and Environmental Documents

The following environmental documents have been completed at the Site and were reviewed in preparing this RAP/CCP. Results from former investigations and associated environmental documents are summarized below.

- *Phase I Environmental Site Assessment Report, Boyer Truck, 21701 Industrial Boulevard/ 13013 Main Street, Rogers, Minnesota,* dated September 4, 2019, prepared by Key Engineering Group, LTD. (2019 Phase I ESA).

- *Draft Phase II Environmental Site Assessment Report, 21701 Industrial Boulevard, Rogers, Minnesota*, dated January 19, 2023, prepared by GHD (2023 GHD Phase II ESA).

- *Phase I Environmental Site Assessment, Former Holiday Station Store, 13017 Main Street, Rogers, Minnesota*, dated September 20, 2023, prepared by Braun Intertec (2023 City Parcel Phase I ESA).

- *Phase I Environmental Site Assessment, Boyer Truck Facility, 21701 Industrial Boulevard and 13013 Main Street, Rogers, Minnesota*, dated October 3, 2023, prepared by Braun Intertec (2023 Boyer Property Phase I ESA).

- *Phase II Environmental Site Assessment, Rogers Redevelopment Project, 21701 Industrial Boulevard, 13013 Main Street, and 13017 Main Street, Rogers, Minnesota,* dated November 1, 2023, prepared by Braun Intertec (2023 Phase II ESA).

- *Soil Vapor Investigation Report, City of Rogers Redevelopment Project, 21701 Industrial Boulevard, 13013 Main Street, and 13017 Main Street, Rogers, Minnesota*, dated February 12, 2024, prepared by Braun Intertec (2024 SVA).

- *Supplemental Soil Vapor Investigation Report, City of Rogers Redevelopment Project, 21701 Industrial Boulevard, 13013 Main Street, and 13017 Main Street, Rogers, Minnesota,* dated May 29, 2024, prepared by Braun Intertec (2024 Supplemental SVA).

- *Retroactive No Association Determination for Past Actions, No Association Determination for Proposed Actions, Holiday Station Store 79, 13017 Main Street, Rogers, MPCA Site ID: BF0002673,* dated April 3, 2024, prepared by MPCA,.

- *Retroactive No Association Determination for Past Actions, No Association Determination for Proposed Actions, Boyer Trucks, 21701 Industrial Boulevard and 13013 Main Street, Rogers, MPCA Site ID: BF0002675*, dated April 3, 2024, prepared by MPCA,.

- *"draft" Geotechnical Evaluation Report, Rogers Police Department and City Hall, 21701 Industrial Blvd., Rogers, Minnesota,* date pending, prepared by Braun Intertec (2025 Geotechnical Evaluation).

B.3.a. 2019 Phase I Environmental Site Assessment

The 2019 Phase I ESA was completed for the Boyer Trucks Property located at 21701 Industrial Boulevard and 13013 Main Street. The 2019 Phase I ESA stated the Boyer Trucks Property was vacant land until 1957 when a residential home was constructed on the eastern portion. The northern portion of the property appeared to be used for storage of vehicles and/or machinery from 1966 until 1972. The 2019 Phase I ESA also noted that a portion of the property was used as an automobile junk yard operated as Glen's Trucking. The residential home was demolished by 1977, and the junk yard was no longer apparent at that time as well. Glen's Trucking operated within a small commercial building that was constructed on the northern portion of the property. The Boyer Trucks Property has operated as a truck service and sales center since 1998.

The findings from the report indicated that "Relevant regulatory records associated with the subject site include: one closed LUST, one closed Spill, six active USTs (this is likely a typographic error as further reference within the report indicated as ASTs)." The 2019 Phase I ESA concluded "The reported use of the subject site as a junk yard between about 1966 and 1977 represents an environmental concern with the removal of parts and other general operations associated with a typical junk yard. Cars were taken apart, parts were removed and sold, and operations were conducted on the existing site conditions. This situation represents a REC [recognized environmental condition] for the subject site."

B.3.b. 2023 GHD Phase II Environmental Site Assessment

GHD completed ten direct push probe borings and collected soil and groundwater samples for laboratory analysis. The results of this investigation indicated the following:

- "Field screening of soils were generally at background levels with exception to soils screened from boring SB-5 and SB-10 on the northern portion of the property."

- "Soil analytical results were variable across the site with exception to metals, which are ubiquitous. Manganese and vanadium are the two metals that exceed the State of Minnesota leaching values." Arsenic and volatile organic compounds (VOCs) exceeded MPCA leaching values, and total petroleum hydrocarbon (TPH) results indicate that the VOCs were sourced from gasoline.

- "Groundwater quality exceeding the State of Minnesota Cleanup Values Risk Evaluation (Cleanup Values) by Petroleum related compounds are related to the northern portion of the Site, with diesel range organics reported in all groundwater samples." Dissolved iron, in samples from the northern portion of the Site, naphthalene, and dissolved manganese exceeded the MPCA cleanup values.

The 2023 GHD Phase II ESA had the following conclusions:

- "There are two primary concerns with the Site environmental conditions: metals and petroleum hydrocarbon related impacts to soil and groundwater. Soil has elevated concentrations of metals throughout the Site, however manganese and vanadium are the two metals analyzed that exceed Leaching Values. The manganese has also deleteriously affected groundwater, whereas vanadium did not."

- "Petroleum hydrocarbon impacts appear to be limited to a pocket of soil and the surrounding groundwater north of the existing building beneath the parking lot. VOCs detected in soil that exceed leaching values were also present in groundwater exceeding Cleanup Values." "As discussed above, manganese exceeds Cleanup Values in groundwater across the entire Site."

Figures and tables from the 2023 GHD Phase II ESA are included in Appendix B.

B.3.c. 2023 City Parcel Phase I Environmental Site Assessment

The 2023 City Parcel Phase I ESA was completed for the parcel located at 13017 Main Street, Rogers, Minnesota (i.e. Holiday Parcel). This Phase I ESA report identified the following RECs:

- The City (Holiday) Parcel was developed with a slab-on-grade approximately 4,000 square-foot former Holiday Station Store constructed in approximately 1977. While a gasoline station, the property formerly operated three underground storage tanks (USTs) that had capacities of 12,000-gallons, 10,000-gallons and 4,000-gallons all containing gasoline. During the removal of the three USTs and dispensers on January 4, 2011, a release was reported to the MPCA. Subsequent investigative borings were completed surrounding the former USTs and dispenser pump islands. Gasoline range organics (GRO), diesel range organics (DRO), and benzene, toluene, ethylbenzene, and xylenes (BTEX) compounds were detected in groundwater exceeding the MPCA health risk limits (HRLs). Additionally, a vapor intrusion assessment was completed in proximity to the building and 1,2,4-trimethlybenzene and 1,3,5-trimethylbenezene exceeded the 10X Intrusion Screening Values (ISVs). The MPCA issued a closure letter on January 13, 2012, that indicated investigation and/or cleanup have adequately addressed the petroleum tank release at the Site; however, it is the opinion of Braun Intertec that this does not necessarily indicate that no contamination remains. Considering the proposed redevelopment of the Site, this documented contamination represents a REC.

- The surrounding area was largely undeveloped at the time of the earliest historical sources with the exception of some farms and homesteads. Commercial and light industrial development in the surrounding area was first evident by 1957 and the density of that development increased

over time. What appears to be an auto salvage yard is visible on the adjoining property to the west between at least 1966 through 1972. Numerous properties are listed in the regulatory report in the vicinity of the Site with reported releases of hazardous substances and/or petroleum products including two assumed upgradient facilities; Holiday, 13028 Main Street (as many as 9 spill incidents) and ACA Management Inc., dba BP Amoco/Twin City West/Allied Systems/ C&N Curb Contractors, et al. (as many as 12 spill incidents). There is a potential that these three and other additional surrounding facilities have the potential to have impacted soil, groundwater and vapor at the Site. The historical use of the surrounding properties and associated documented spills represents a REC.

The 2023 City Parcel Phase I ESA stated the following additional consideration: "Prior to the construction of the Holiday Station Store, a residential building was located on the Site. It is unknown if the demolition debris associated with the building was buried on the Site or hauled away for disposal. There is a potential that buried materials are present at the Site that may require management as solid or hazardous waste if encountered during redevelopment activities. If fill soils, which could include demolition debris and other wastes, are encountered during redevelopment, then additional assessment of the fill soils may be required to evaluate appropriate management and/or disposal requirements."

B.3.d. 2023 Boyer Property Phase I Environmental Site Assessment

The 2023 Boyer Property Phase I ESA was completed for property located at 21701 Industrial Boulevard and 13013 Main Street, Rogers, Minnesota. The 2023 Boyer Property Phase I ESA identified the following RECs:

- The Site was utilized as Boyer Truck sales and service from 1998 until 2021 and Glens Trucking operated the Site in the 1980s and 1990s. Although not observed during the site reconnaissance, historical storage and use of hazardous substances and petroleum products typical of a truck service facility was evident. The Site was listed on numerous database listings and formerly used six aboveground storage tanks (ASTs). The Site was also listed as a RCRA [Resource Conservation Recovery Act] VSQG [very small quantity generator], HIST LUST [leaking UST] was for a fuel oil tank, and a SPILL listing related to 100-gallons of diesel fuel release. Both incidents were identified as "Closed" by the MPCA. A "closed" status indicates that the investigation and/or remediation was completed to the satisfaction of the MPCA; however, this does not necessarily indicate that no contamination remains. Based upon the typical historical storage and use of hazardous substances and petroleum products, documented spill incidents, and previous environmental reports verifying contaminated soil and groundwater, these conditions are considered a REC in connection with the Site.

- Prior to Glens Trucking, the Site was used as a salvage yard between approximately 1966 through 1972. The use of the Site as a salvage yard likely included handling hazardous substances and petroleum products as part of normal salvage operations and is considered a REC in connection with the Site.

The 2023 Boyer Property Phase I ESA report stated the following additional considerations:

- Trench drains located in the truck bays are present in the building. The trench drains are plumbed into an oil/water separator located in the southern side of the building. During the historical operations within the building, there is likelihood that residual petroleum products and/or hazardous substances were introduced into the drains and separator and some residuals may still be present. If these drains and separators are going to be used in the future, it is prudent these are confirmed to be functioning per applicable building code. If the drains and separator are no longer needed, they should then be decontaminated and permanently sealed or removed.

- At least one residential structure and garage, and the former Glen's Trucking building were previously located on the Site. It is unknown if the demolition debris associated with the buildings was buried on the Site or hauled away for disposal. There is a potential that buried materials are present at the Site that may require management as solid or hazardous waste if encountered during redevelopment activities. If fill soils, which could include demolition debris and other wastes, are encountered during redevelopment, then additional assessment of the fill soils may be required to evaluate appropriate management and/or disposal requirements.

B.3.e. 2023 Phase II Environmental Site Assessment

Braun Intertec completed a Phase II ESA to evaluate soil, groundwater, and soil vapor at the Site. Soil borings were advanced 15 to 35 feet below ground surface (bgs). Representative samples of soil and groundwater were collected from each boring and analyzed for one or more of the following parameters: VOCs, polycyclic aromatic hydrocarbons (PAHs), DRO with silica gel cleanup, GRO, and Priority Pollutant metals including antimony, arsenic, beryllium, cadmium, chromium, copper, lead, nickel, selenium, silver, thallium, and zinc. In addition, metals manganese and vanadium were also analyzed as elevated concentrations were detected in previous investigations. The 2023 Phase II ESA report included the following conclusions:

- Two areas of confirmed petroleum soil contamination were identified. Soil boring GP-3 was completed in the southwest corner of the Site which is downgradient of an adjacent commercial/industrial facility and downgradient of the BP Gas Station north of the Site. Soil boring GP-11 was completed in the vicinity of the former UST basin for the former Holiday

Station. Each of these soil borings had elevated photoionization detector (PID) readings and petroleum-like odors observed. GRO and various petroleum-related VOCs were detected at concentrations exceeding established MPCA criteria in each boring. Additionally, DRO was detected at soil boring GP-11 at concentrations exceeding established MPCA criteria.

- Various metals were identified in soil Site-wide at concentrations exceeding established MPCA Soil Leaching Valus (SLVs) and/or Soil Reference Values (SRVs). Soil disturbed for redevelopment activities will likely be required to be disposed of off-Site. However, according to United States Geological Survey (USGS) information[1], some of the metals in soil may be attributed to naturally occurring in the area of the Site.

- Groundwater samples collected during the 2023 Phase II ESA exhibited elevated petroleum-related VOC concentrations in the same borings as the petroleum soil contamination identified above. Groundwater encountered during redevelopment activities will have to be managed appropriately.

- Various dissolved metals, exceeding the Minnesota Department of Health (MDH) Drinking Water Criteria (DWC), were identified Site-wide in groundwater samples. However, according to USGS information, some of the metals in soil may be attributed to naturally occurring in the area of the Site.

- Soil vapor at the Site is impacted with VOCs at concentrations above the 33X Residential ISV standards. The compounds benzene (VP-7), carbon tetrachloride (VP-7), and tetrachloroethene (PCE, VP-2 and VP-7) were detected in soil vapor samples at concentrations above the 33X Residential ISVs. In soil vapor sample VP-3, methane was detected at a concentration exceeding the MPCA Action Level of 0.5 percent.

Figures, tables, and boring logs from the 2023 Phase II ESA are included in Appendix C.

B.3.f. 2024 Soil Vapor Investigation and Supplemental Soil Vapor Investigation

Braun Intertec conducted two rounds (a heating season and non-heating season) of soil vapor sampling to meet sampling density requirements as described in the 2024 Retroactive No Association Determination (RNAD)/No Association Determination (NAD) for the Site. A total of eight soil vapor probes were completed as part of the 2024 SVA and an additional soil vapor probe and sub-slab soil

[1] Element Concentrations in Soils and Other Surficial Materials of the Conterminous United States, authors Hansford T. Shacklette and Josephine G. Boerngen, United States Geological Survey (USGS).

vapor point, located within the Boyer Truck building, were completed as part of the 2024 Supplemental SVA. The sampling results did not identify VOC constituents within soil vapor at concentrations greater than the 33X Commercial/Industrial ISV standards. As such, a soil vapor response action does not appear warranted within the currently proposed building footprint.

Figures and tables from the 2024 SVA and 2024 Supplemental SVA are included in Appendix D.

B.3.g. 2024 Retroactive No Association Determination/No Association Determinations

MPCA issued RNAD/NADs to the City on April 3, 2024 for MPCA Sites BF0002673 (Holiday Station) and BF0002675 (Boyer Truck). The RNAD/NADs reported that the "Identified Release" at the Site consists of manganese in groundwater and non-petroleum VOCs in soil vapor.

MPCA RNAD/NAD stated that "Metals were within the range of typical background concentrations". As metals in soil were not determined to constitute an identified release, we understand that soils with documented metal(s) concentrations exceeding one or more standard can be reused as unregulated fill in accordance with MPCA guidance.

Copies of the 2024 RNAD/NADs are provided in Appendix E.

B.3.h. "draft" 2025 Geotechnical Evaluation

Braun Intertec completed 13 standard penetration test (SPT) borings along the perimeter of the proposed City Hall/Police Department building and throughout the paved parking areas to depths ranging between 15 to 25 feet bgs. Groundwater was encountered in all of the soil borings at depths ranging from 7 to 22.5 feet bgs, with the greatest depths located along the north central portion of the Site.

The 2025 Geotechnical Evaluation Report is pending; however, the initial recommendations include:

- The existing fill beneath and around the proposed building will require soil corrections to a depth of approximately 4 to 12 feet prior to construction.

- The existing, debris-free, non-organic soil is suitable for reuse as engineered fill below the proposed building pad. A majority of the on-Site soils will likely require moisture conditioning (wetting and drying) prior to reuse and compaction. Any materials to be used as engineered fill should be tested and approved by the geotechnical engineer prior to placement.

- Strip unsuitable soils consisting of topsoil, organic soils, vegetation, existing structures, and pavements from the area, within 3 feet of the surface of the proposed pavement grade.

Draft boring logs from the 2025 Geotechnical Evaluation are included in Appendix F.

C. Site Conceptual Model

The historical information summarized in Section B above and the results of the previous investigations were used to prepare a site conceptual model that envisions redevelopment of the Site. The site conceptual model incorporates the current Site use and conditions, former Site uses and conditions, physical setting, characterization of impacts to the Site from the chemicals of concern (COCs), and a discussion of potential receptors and exposure pathways.

C.1. Site Geology and Hydrogeology

According to published information, the unconsolidated sediment in the Site vicinity is Late Pleistocene age Loam to clay loam diamict deposits, which consist typically of oxidized, very dark gray where unoxidized, diamict (2023 City Parcel Phase I ESA and 2023 Boyer Property Phase I ESA). Scattered pebbles and cobbles and boulders are rare. The lithologic composition of this unit indicates much more shale. The surface expression is generally rolling and hummocky with numerous ice-walled stagnation plains and ice-block melt-out depressions indicative of ice stagnation. Silt loam deposited in ponded water is thin, patchy and locally present on the tops of ice-walled stagnation plans.

The uppermost bedrock unit in the Site vicinity is the Late Cambrian, St. Lawrence Formation. The St. Lawrence Formation consists of dolomitic siltstone and shale in eastern Hennepin County. The depth to bedrock in the Site vicinity is approximately 175 to 200 feet below land surface (2023 City Parcel Phase I ESA and 2023 Boyer Property Phase I ESA).

During Site investigations, fill soils were encountered across the Site to depths ranging between 4 and 12 feet bgs and consisted primarily of silty to clayey sand, sandy lean clay, or lean clay. Underlying the fill soils were apparent native glacial soils consisting of sandy lean clay with alternating silty sand layers. Silt layers were encountered in soil borings ST-5 and ST-9 from 4 to 12 feet and 12 to 14.5 feet bgs, respectively.

According to published information, the depth to groundwater in the vicinity of the Site is expected to lie within 5 to 10 feet below land surface. Previous Site investigations encountered groundwater as shallow as 3.5 feet bgs. The groundwater levels were variable; therefore, based on Site geology, the groundwater conditions of the Site appear to be generally perched in permeable layers overlying slower draining layers.

C.2. Nature and Extent of Impacts

Past petroleum releases have been reported on the Boyer Trucks Parcel (i.e., fuel oil tank release and 100-gallon diesel fuel release) and the Holiday Parcel (petroleum release associated with the former UST system). Vehicle maintenance activities were historically performed in the Boyer Trucks Parcel building which contains trench drains and an oil-water separator on the south end of the building. A salvage yard was historically present on the western portion of the Boyer Trucks Parcel.

The magnitude and extent of identified petroleum and non-petroleum impacted soil, groundwater, and soil vapor are described in the following sections. Detected concentrations of COCs in soil, groundwater, and soil vapor samples from the environmental assessments are presented in previous reports which were submitted under separate covers. Copies of the figures, data summary tables, and boring logs (where available) from the 2023 GHD Phase II ESA, 2023 Phase II ESA, and 2024 SVA and Supplemental SVA are included as Appendix B through Appendix D, respectively.

C.2.a. Soil Impacts

West Side of Site

Various petroleum-related VOCs, (specifically benzene, ethylbenzene, naphthalene, toluene, 1,2,4-trimethylbenzene, 1,3,5-trimethylbenzene, and xylenes), and GRO were identified at concentrations greater than the SLVs or the MPCA Unregulated Fill Criteria in soil borings SB-5, SB-10, GP-2, and GP-3, located along the western portion of the Site, which is in the vicinity of the former salvage yard. These elevated petroleum-related constituents were detected at depths ranging from 5 to 10 feet bgs, within saturated soils. According to the 2023 GHD Phase II ESA, elevated PID readings (above typical background readings) corresponded to petroleum-related VOC concentrations exceeding SLVs in soil borings SB-5 and SB-10. In addition, elevated PID readings from soil borings GP-2 and GP-3, located in the same vicinity, confirmed the petroleum-related impacts from ground surface to depths up to 20 feet bgs. Petroleum-like odors were also reported in several borings completed on the western portion of the Site during the 2025 Geotechnical Evaluation.

Holiday Parcel (East Side of Site)

During the 2023 Phase II ESA, soil sample GP-11 was collected from within the former tank basin associated with the Holiday Station Store from within saturated soils (10 to 12.5 feet bgs) and had petroleum-related VOC detections exceeding SLVs and Commercial/Industrial SRVs (1,2,4-trimethylbenzene and xylenes). GRO and DRO were also detected at concentrations exceeding the MPCA Unregulated Fill Criteria. Corresponding PID readings from this soil boring ranged from 473.5 to 1,019 parts per million (ppm) from 10 feet bgs (the water table) to termination depth of the boring at 20 feet bgs. Petroleum-like odors were reported in one boring completed on the Holiday Parcel during the 2025 Geotechnical Evaluation. Residual soil impacts are assumed to remain associated with the Former Holiday Station.

Central Portion of Site
During the 2025 Geotechnical Evaluation, petroleum-like odors were observed in multiple borings from depths just below ground surface up to 12 feet bgs throughout the Site.

The 2024 RNAD/NADs issued for the Site by the MPCA indicated that the concentrations of metals in soil were within ambient background concentrations; as such, metal impacts are not considered to require management as regulated fill.

In summary, indications of petroleum-related impacts to soil (i.e., odors and elevated PIDs) were identified throughout the Site from ground surface to depths up to 20 feet bgs. See Figure 4 for the contaminant-related observations and identified petroleum soil impacts.

C.2.b. Groundwater Impacts

The 2023 GHD Phase II ESA and 2023 Phase II ESA identified various dissolved metals at concentrations greater than the MDH DWC in groundwater samples collected from throughout the Site. The 2024 RNAD/NADs issued for the Site by MPCA indicated that manganese in groundwater was the only metal component of the Identified Release, and the other reported metal concentrations (although elevated) were not considered to be associated with a chemical release at the Site.

Petroleum-related VOCs, (specifically benzene, naphthalene, 1,2,4-trimethylbenzene, 1,3,5-trimethylbenzene, and xylenes) have been reported at concentrations greater than the MDH DWC in groundwater samples collected from soil borings SB-5, SB-10, and GP-3, located along the western portion of the Site, and in the groundwater sample collected from GP-11, located within the former tank basin on the east side of the Site.

See Figure 5 for the approximate extent of identified groundwater impacts.

C.2.c. Soil Vapor Impacts

The 2023 Phase II ESA, 2024 SVA, and 2024 Supplemental SVA included soil vapor samples collected from ten locations during the heating and non-heating seasons. The two seasonal rounds of soil vapor sampling did not identify VOC constituents at concentrations greater than the 33X Commercial/Industrial ISV standards. Methane was detected in one location (VP-3) during the non-heating season sampling event, at a concentration of 0.502%, which is slightly over the action level of 0.5%. Methane was not detected during the heating season sampling event above the laboratory reporting limit of 0.400%. Methane was not detected above laboratory reporting limits in any other soil vapor sample collected at the Site. As such, the one methane detection appears to be anomalous and not representative of a methane area of concern. Thus, a soil vapor intrusion area of concern (VIAOC) has not been identified at the Site and vapor mitigation does not appear warranted within the currently proposed building footprint.

C.2.d. Potential Debris Impacts

According to the previously completed Phase I ESAs, prior to the construction of the Holiday Station Store, a residential building was located on the Site. The Boyer Trucks Parcel also was reported to have contained structures prior to the construction of the existing building. It is unknown if the demolition debris associated with the former buildings/structures was buried on the Site or hauled away for disposal.

There is a potential that buried materials are present at the Site that may require management as solid or hazardous waste if encountered during redevelopment activities.

C.3. Potential Receptors and Exposure Pathways

The cleanup standards that are applicable to the Site and this RAP address the following potential exposure pathways: 1) direct human exposure to impacted soil and groundwater and 2) leaching from impacted soil that would result in impacts to underlying groundwater. Based on the soil vapor data collected to date and the proposed use of the Site for commercial purposes, the inhalation pathway to soil vapors does not appear to be an exposure pathway of concern.

Based on the results of the investigations to date and the proposed redevelopment plans, the potential future contaminant exposure pathways and receptors include:

- **Direct contact with contaminated soil via the combined dermal, ingestion, and inhalation pathway.** Soil will be excavated from the Site during redevelopment activities. The response actions are designed to minimize potential direct exposure to contaminated soil by establishing appropriate separation distances between potentially contaminated soil remaining in-place and potential receptors after redevelopment.

- **Leaching from impacted soil that would result in impacts to underlying groundwater.** Leaching through impacted soil and/or into impacted groundwater that could result in groundwater being impacted and/or mobilized will be addressed by using the MPCA screening SLVs for redevelopment areas that will remain uncovered (green spaces) after development.

D. RAP Scope and Objective

D.1. Response Action Objectives

Implementation of this RAP/CCP is intended to achieve the following objectives:

- Ensure that impacted soil and groundwater encountered during redevelopment is handled and managed in a manner consistent with current MPCA guidelines.
- Provide a contingency plan to address environmental unknowns encountered during construction (see Section G).
- Provide data and documentation to support future issuance of a RAP/CCP Implementation Report approval letter and No Further Action (NFA) letter from the MPCA following redevelopment of the Site.

D.2. Response Action Overview

The following environmental response actions will be completed at the Site to achieve the RAP objectives stated in Section C.1 above:

- Pre-construction exploratory test pits within the existing Boyer Truck building footprint to evaluate the potential for impacted soils to be encountered during mass excavation associated with redevelopment.
- Environmental monitoring during construction-related excavation activities that have the potential to encounter impacted soil, and related sampling/testing.
- Excavation, segregation, and management of soils for potential on-Site or off-Site reuse or off-Site disposal at a permitted landfill, as appropriate.
- Placement of backfill as needed to achieve final development grades and to establish appropriate clean soil separation distances of 2 feet beneath impervious surfaces, 4 feet beneath future green space/landscaped areas, and 2 feet within underground utility corridors between any remaining impacted soil and finished grades or utilities at the Site. The sources of backfill will include geotechnically suitable soils excavated from on-Site

and/or imported clean soil from a commercial pit or other development site (with appropriate documentation and/or sampling to demonstrate it is not impacted).

- Dewatering and management of contaminated groundwater, as necessary to facilitate construction.

- Implementation of CCP procedures (if required) during redevelopment to address unexpected environmental conditions.

D.3. Cleanup and Reuse Criteria

We understand the proposed redevelopment includes a City building consisting of a City Hall and Police Department with associated parking and amenities, and no living quarters for overnight use; therefore, the Commercial/Industrial SRVs, SLVs, and ISVs will be used to guide decisions regarding soil cleanup and reuse. The following soil cleanup and reuse criteria will be applied to this project:

- Soil excavated during the course of construction activities which has contaminant concentrations greater than Commercial/Industrial SRVs will be removed and properly managed at a MPCA-approved permitted disposal facility.

- If contamination must be left in place, soil within green space areas within the accessible zone (i.e., 0 to 4 feet bgs) will meet Commercial/Industrial SRVs and SLVs; impacted soil within the accessible zone in green space areas will have PID readings less than 10 ppm.

- If contamination must be left in place beneath pavement and buildings, a 2-foot buffer of soil meeting Commercial/Industrial SRVs will be achieved. Impacted soil within 2 feet below pavements will have PID readings less than 200 ppm, and soil within 2 feet below floor slabs or within building backfill will have PID readings less than 10 ppm.

- Excavated fill soil with intermixed debris may be reused on-Site provided the majority of the debris is separated from soil and the soil meets geotechnical requirements outlined in the 2025 Geotechnical Evaluation Report; otherwise, debris-laden soil will be disposed off-Site at a permitted facility.

- Petroleum-impacted soil excavated for construction may be reused on-Site provided it meets the below-stated criteria and is geotechnically suitable in accordance with the 2025 Geotechnical Evaluation Report.

Thin-Spread beneath Paved Surfaces ▪ PID headspace readings less than 200 ppm. ▪ Contaminant levels are less than the Commercial/Industrial SRVs. ▪ Maximum thickness of 4 inches.	*Green Space Areas* ▪ PID headspace readings are less than 10 ppm. ▪ Contaminant levels are less than Commercial/ Industrial SRVs and Screening SLVs.
Utility Corridors ▪ PID headspace readings are less than 10 ppm. ▪ Contaminant levels are less than Commercial/ Industrial SRVs.	*Beneath Buildings or Within Building Backfill* ▪ Contaminant levels are less than Commercial/Industrial SRVs. ▪ PID readings are less than 10 ppm.

Note: Detected metals are not considered "contaminants" since concentrations are reported as background in the April 3, 2024 MPCA RNAD/NADs for the Site.

- Excavated soil containing potential asbestos-containing material (ACM) will not be reused on- or off-Site and will be disposed of at an appropriately permitted disposal facility.

- Petroleum impacted soil encountered during the installation of underground utilities and exhibiting organic vapor readings at or greater than 10 ppm (using a PID) will be removed from the trench location and properly managed either on-Site for reuse or disposed of off-Site at a permitted disposal facility. If impacted soil is left in the utility trench sidewalls or bottom at or above 10 ppm, a 10-milimeter thick vapor barrier will be installed around the utility and backfill in the affected utility trench.

D.4. Site Responsibilities and Coordination

Developer (Property Owner)

City of Rogers
c/o Mr. Brett Angell
22350 S. Diamond Lake Rd
Rogers, MN 55374
763.428.0915

General Contractor

To Be Determined

Excavation Contractor

To Be Determined

Environmental Consultant

Braun Intertec will coordinate with the General Contractor selected for the project regarding the construction schedule. Braun Intertec will conduct environmental monitoring and sampling on behalf of the Developer to help ensure that any impacted materials encountered as part of redevelopment activities are properly identified and managed. Braun Intertec will communicate with the MPCA and other interested parties as necessary regarding environmental monitoring results and any necessary environmental actions.

Braun Intertec Corporation
Kathryn L. Cleveland
11001 Hampshire Avenue South
Bloomington, Minnesota 55438
Phone: 952.995.2489
Email: kcleveland@braunintertec.com

Geotechnical Engineer

Braun Intertec provided subsurface exploration and geotechnical review for the proposed building.

Braun Intertec Corporation
Daniel Leffler
11001 Hampshire Avenue South
Bloomington, Minnesota 55438
Phone: 952.995.2354
Email: dleffler@braunintertec.com

Minnesota Pollution Control Agency

The project will be conducted through the MPCA VIC and PB Programs. The MPCA has authority over all environmental response actions and are responsible for all review and approval of environmental activities performed at the Site.

BF Number: BF0002673 / BF0002675
MPCA PM: *To Be Determined*
Minnesota Pollution Control Agency
520 Lafayette Road North
Saint Paul, MN 55115-4194
Phone: 651.757.2697

MPCA Emergency (State Duty Officer)

Phone: 651.649.5451

E. Response Action Plan

E.1. Soil Response Actions

E.1.a. Overview

The proposed redevelopment includes a building consisting of a City Hall and Police Department with associated parking and amenities. Proposed redevelopment plans are included in Appendix A.

Access to the construction Site will be restricted and will be the responsibility of the general contractor.

Various subsurface construction activities will be required as part of the project including a soil correction to improve subsurface soil conditions to support the planned use for the Site, excavation for the building foundation systems and underground parking, excavation and general site grading to achieve required Site elevations in green space and paved areas, and excavation for installation of new underground utilities. Braun Intertec Standard Operating Procedures are provided as Appendix G.

E.1.b. Exploratory Test Pits

Prior to the start of mass excavation, exploratory test pits are recommended to be completed within the footprint of the former Boyer Truck building. The purpose of the exploratory test pits will be to supplement existing data and further evaluate soils within areas that will require soil correction and/or excavation to facilitate redevelopment. If completed, the exploratory test pits will be conducted under environmental oversight and monitoring.

E.1.c. Excavation of Impacted Soil

Fill soils were encountered throughout the Site to depths ranging between 4 to 12 feet, averaging approximately 7 feet bgs. Geotechnical soil correction is required beneath the building foundation to depths of up to 12 feet bgs, and beneath pavements to a depth of 3 feet bgs. The fill soil generally consists of silty to clayey sand, sandy lean clay, or lean clay. Underlying the fill soils were apparent glacial native soils consisting of sandy lean clay with alternating silty sand layers, and an occasional silt or poorly graded sand layer. Based on the results of the previous investigations, fill soils located on the western portion of the Site (within the vicinity of the former salvage yard), in the vicinity of the existing Boyer Truck building, and throughout the Holiday Parcel are expected to be regulated soil (i.e., indications of petroleum-contaminated soil including observed odors, elevated PID readings, and analytical results with concentrations of VOCs above SRVs, SLVs, and/or GRO and/or DRO greater than 100 milligrams per kilogram [mg/kg]). Excavated regulated fill material will be managed in accordance with Section E.1.d below. The identified soil impacts are shown on Figure 4.

E.1.d. Soil Segregation and Disposition

Excavated fill soil will be monitored (see Section E.2) and segregated as necessary for appropriate disposition. It is expected that some excavated soil will meet the MPCA definition of unregulated fill. Depending on the environmental monitoring results and geotechnical characteristics of the soil, disposition options are anticipated to include: 1) off-Site disposal at an industrial waste landfill permitted to accept the waste or 2) reuse on- or off-Site as backfill (per the cleanup and reuse criteria described in Section D.3).

The impacted soil and fill soil that cannot be reused on-Site or off-Site as unregulated fill will be properly disposed of at a permitted facility. The cleanup and reuse criteria applied to this project are summarized in Section D.3 and environmental monitoring procedures are described in Section E.2.

The following soil segregation and disposition methods/procedures will be implemented:

- Pre-approval will be obtained from the selected disposal facility to allow direct transport of impacted soil when practical. Impacted material truckloads removed from the Site to a permitted disposal facility will be accompanied by a disposal manifest.

- Impacted soil (i.e., soil exhibiting physical signs of impacts or containing contaminants at concentrations greater than Residential SRVs and/or SLVs) which is excavated and requires temporary on-Site storage, will be placed on and covered by 10-millimeter thick reinforced plastic sheeting and secured with clean soil or other suitable materials. If laboratory analysis of stockpiled soils is required, at least one stockpile sample will be collected per 500 cubic yards (CY).

- Soil reused as backfill on-Site will meet appropriate environmental criteria (i.e., contaminant levels less than Commercial/Industrial SRVs and/or SLVs, and no visual or olfactory evidence of impacts) and applicable geotechnical requirements defined in the 2025 Geotechnical Evaluation Report.

- Soil reused off-Site will meet the requirements of the MPCA Unregulated Fill Guidance.

The MPCA will be notified of the specific disposal facilities and unregulated fill reuse site(s) used for the project once they have been determined.

E.1.e. Utility Trenches

During installation of underground utilities, if impacted soil with PID readings greater than 10 ppm is left in place within the base or sidewalls of utility trenches, a 10-millimeter thick vapor barrier will be

installed within the utility trench to surround the backfill and utility piping in the impacted area. Impacted soil encountered during the removal or abandonment of existing utilities will be managed in accordance with this RAP/CCP. The utility trenches will be backfilled per Section E.1.g.

E.1.f. Green Space and Hardscape Areas

The preliminary redevelopment plans include construction of various green space areas (i.e., turf and landscaped areas) and hardscape areas (i.e., concrete walkways, paved parking, and drive areas). Impacted soil, if encountered, will be excavated from the proposed green space or hardscape areas to a depth sufficient to accommodate the MPCA-required separation distances, as specified in Section D.3. These excavation areas will be backfilled per Section E.1.g.

E.1.g. Soil Reuse and Backfilling

Soil excavated for construction meeting the cleanup/reuse criteria specified in Section D.3 will be reused on-Site as backfill or exported for off-Site reuse as unregulated fill. If necessary, representative samples of the soil targeted for reuse will be collected prior to reuse and submitted for analytical testing for potential contaminants of concern.

Additional clean fill soil (e.g., granular soil, topsoil, and general fill soil) will be imported as necessary for grading purposes and to backfill excavations. Imported fill sources will be documented and, if warranted, representative samples of the fill will be collected prior to import and submitted for analytical testing for any potential contaminants of concern.

E.2. Environmental Monitoring, Sampling, and Testing

Environmental monitoring will be conducted during significant excavation of fill soil activities to assist in identifying impacted and potentially impacted soil that requires segregating and off-Site disposition. Impacted soil will be segregated from adjacent materials using a combination of visual and/or olfactory observations, organic vapor screening (PID) results, and existing analytical testing results.

E.2.a. Soil Screening

During monitoring, the excavated soils will be observed continuously by the environmental technician, who will also possess asbestos inspector credentials, for visual and olfactory evidence of significant impacts (e.g., debris, staining or discoloration, or chemical odors). Direct olfactory evaluation of impacted soil is not recommended for safety reasons, but incidental observations will be noted and acted on.

The technician will follow MPCA-approved headspace methodology using a PID equipped with a 10.6-electron-volt lamp to monitor soil for the presence of organic vapors. The headspace procedure is used

to field-screen organic vapor levels in soils. The procedure consists of half-filling a new quart-sized sealable bag with a soil sample. The bag is quickly closed, and headspace development is allowed to proceed for at least 10 minutes. The bag is shaken vigorously for 15 seconds, both at the beginning and the end of headspace development. After headspace development, the PID probe is inserted into the bag to one-half the headspace depth. The highest reading observed on the PID is then recorded.

E.2.b. Soil Sampling and Analytical Testing

Sampling and analytical testing will be performed as necessary during RAP implementation activities. The primary types of sampling and analytical testing include:

- Characterization sampling and testing of soil targeted for disposal at a permitted facility (if required by the facility).
- Characterization sampling and testing of soil targeted for reuse (if warranted).
- Verification sampling/testing of imported clean fill materials, as warranted.
- Documentation sampling and testing of potentially impacted soil left in place.

Soil analytical data from the previous Site investigations will be used to obtain disposal facility approvals for the project. If required by the selected disposal facility, additional sampling and analytical testing will be completed. The analytical testing parameters will be determined by the selected disposal facility, but could include pH, flashpoint, PAHs, 8 RCRA metals, DRO, and related testing using Toxicity Characteristic Leaching Procedure (TCLP).

If warranted, imported fill material needed for the redevelopment project will be sampled and tested to document the materials are clean and suitable for use at the Site. Available information regarding fill sources will be evaluated to determine appropriate sampling requirements and analytical testing parameters, and may include GRO, DRO, VOCs, PAHs, and 8 RCRA metals. Fill material imported to the Site will be free of debris, ACM, visual staining, and chemical odor, exhibit no organic vapors above background levels as measured by the PID, and contain contaminant concentrations of less than applicable MPCA SRVs, SLVs, and/or meet the MPCA unregulated fill criteria.

Documentation soil sampling and testing will be conducted as warranted from locations where impacted soil was excavated for redevelopment to document potential concentrations of residual impacts remaining in place. Soil samples will be collected from the base and sidewalls of the impacted soil excavation areas in accordance with MPCA Risk Based Guidance Documents. The soil samples will be analyzed for specific parameters (i.e., VOCs, DRO, GRO and/or metals) of concern for the respective area.

In the areas where petroleum-impacts are identified, documentation samples will be collected for short-list petroleum VOCs and naphthalene, GRO, and DRO. Additional parameters may be added if warranted based on field conditions and any MPCA-specific requirements.

E.2.c. Sample Labeling and Handling

Sample containers will be labeled prior to being filled. Each label will indicate at a minimum:

- Sample identification
- Date/time of sample collection
- Sampler's initials
- Required analyses
- Type of preservative

Labels will be completed in waterproof ink. Each sample collected will be given a unique sample identification code.

The field sampler will be responsible for the care and custody of the samples until they are transferred or properly dispatched to the laboratory. The samples will be shipped via courier or hand delivered to the laboratory. During transfer of custody, a properly completed chain-of-custody form will accompany samples.

E.2.d. Photographs

The Braun Intertec environmental technician will take photographs to document observations, problems, and/or deficiencies, and work in progress during repose actions. The photographs for this project should include the following:

- Pre-construction conditions
- Excavation of soils
- Stockpiling of soils
- Unforeseen site conditions encountered during construction
- Compaction and backfilling taking place in excavated areas
- Grading operations
- Dust and water control operations
- Erosion control and storm water control procedures

E.3. Groundwater Management

Groundwater at the Site was encountered at depths ranging from approximately 3.5 to 10 feet bgs. Groundwater is expected to be encountered during utility installation, soil corrections and building construction. Based on current redevelopment plans, dewatering will be required to complete the proposed construction activities.

Braun Intertec will coordinate with the contractor to assess local groundwater conditions and develop a dewatering plan. Based on existing groundwater data, groundwater may not be discharged to surface waters or the sanitary sewer without appropriate permits and treatment. Groundwater removed or dewatered from the Site will not be allowed to run off or exit the Site.

Groundwater that is dewatered will either be managed on-Site, and/or temporarily contained (in a vac truck, portable tank, or on-Site pit) and then either transported for disposal at an off-Site permitted facility or, if allowed, the water may be discharged under proper permits to the existing sanitary sewer system. Department of Natural Resources (DNR) appropriations permit for groundwater withdrawal, a National Pollutant Discharge Elimination System (NPDES) permit, a MPCA industrial groundwater pump out permit and/or Metropolitan Council Environmental Services (MCES) permits, as appropriate, shall be obtained.

The discharge and/or treatment of groundwater, stormwater, or any other dewatering action will be managed in accordance with state, federal, and local agencies. Documentation related to the disposition of groundwater generated by construction dewatering will be included in the RAP Implementation Report.

E.4. Soil Vapor Response Actions

Based on the previous investigation results, a commercial/industrial VIAOC has not been identified at the Site and a vapor mitigation system is not warranted for the proposed Site building.

F. Reporting

Following completion of response actions for the redevelopment, a RAP Implementation Report will be prepared and submitted to the MPCA PB and VIC Program staff for review and approval. The RAP Implementation Report will include the following at a minimum:

- Overview of the environmental response actions performed.

- Environmental monitoring procedures and results.
- Documentation for final disposition of impacted soil (including manifests).
- Documentation of imported fill sources and associated analytical testing results, if testing was needed.
- Documentation/confirmation soil sampling results.
- Descriptions and documentation related to any contingency actions (if any) completed during construction.
- Photographic documentation of conducted response actions.

G. Construction Contingency Plan

The Construction Contingency Plan (CCP) outlined in this section will be implemented during redevelopment to address unexpected environmental conditions. Potential contingency events could include encountering previously unknown soil impacts; USTs, drums, debris, wells, oily substances, and/or suspect ACM. When the environmental consultant is not present on-Site, it will be the responsibility of the owner to inform site contractors that appropriate response actions may need to be implemented in accordance with this section. Specifically, if any unexpected condition is encountered, excavation activities in the immediate vicinity will cease and the environmental consultant will be notified. The environmental consultant, owner and site contractors will assess the situation and develop a plan of action. The following steps will be taken if a contingency event occurs:

- The situation will be assessed by the environmental consultant to determine the nature of the issue and the potential risks involved. The MPCA staff assigned to the project will be notified of the potential issue, as appropriate.
- Samples of the suspect impacted materials will be collected for laboratory analysis as appropriate. The analytical parameters will be selected based on the nature of the suspected impacts and input by the MPCA. Further actions will depend on the test results and discussions with MPCA staff.

- If suspect ACM are identified, samples of the suspect materials will be collected by a licensed asbestos inspector and tested for asbestos. The need for further actions (e.g., Emissions Control Plan) related to asbestos will be dependent upon the test results.

- All findings will be incorporated into the RAP Implementation Report prepared for the Site.

Contact information related to RAP implementation/construction contingencies is provided in Section D.4.

H. Schedule

It is currently anticipated that RAP implementation activities will commence with the start of redevelopment activities in 2026 and are expected to be completed within the year.

The following general schedule for environmental activities is anticipated:

- Pre-construction exploratory test pits will be completed after demolition of the existing building and prior to major excavation activities.

- Pre-approval to dispose of impacted soil at a designated treatment/disposal facility will be obtained prior to excavation.

- If encountered, excavated impacted/potentially impacted materials will be direct loaded and transported to the disposal facility the same day they are excavated or as soon as feasible.

- Confirmation laboratory analytical results will be available within 8 to 10 working days after the sample is submitted to the laboratory.

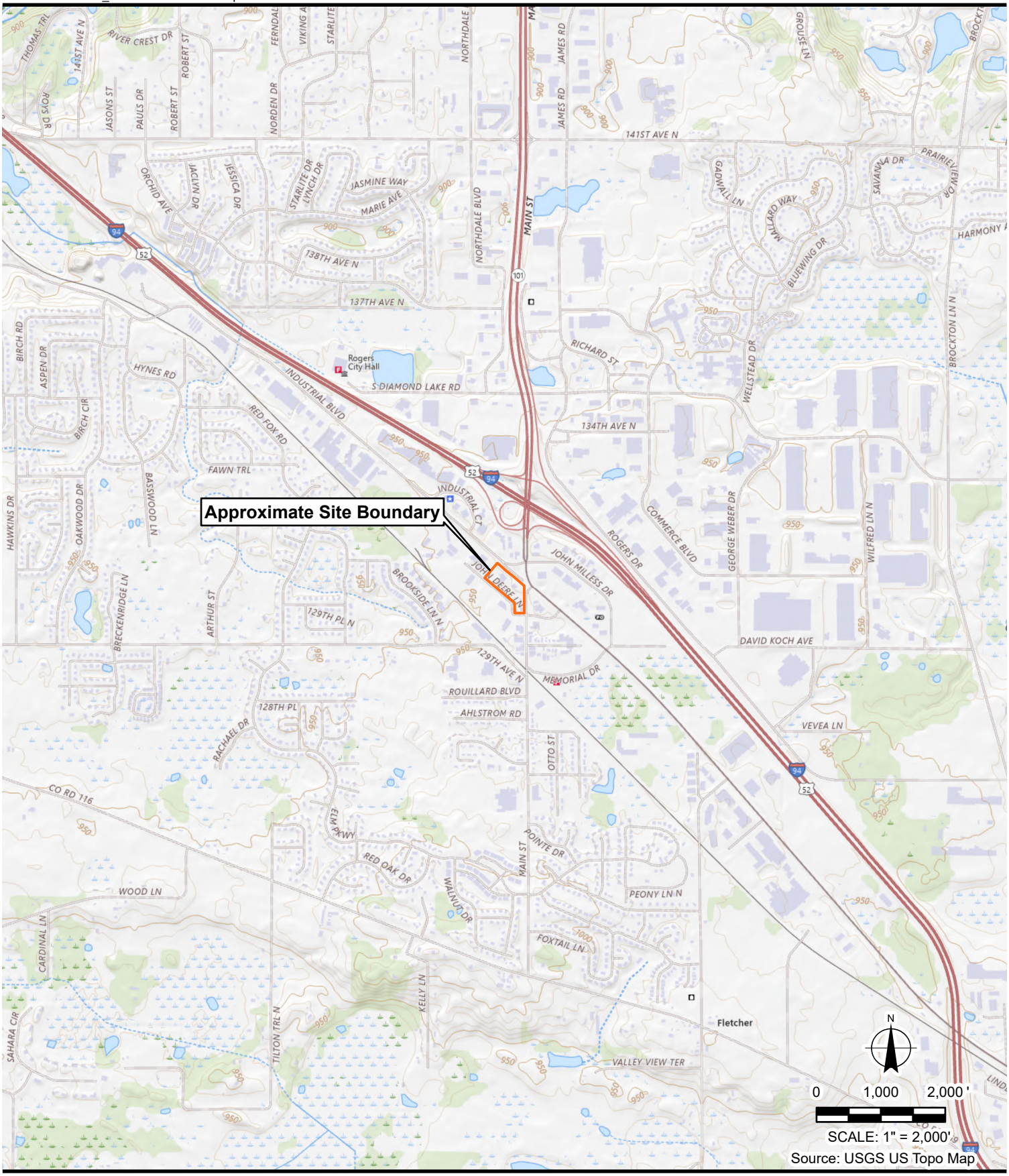
The RAP Implementation Report will be submitted to the MPCA approximately 6 weeks following completion of response actions.

I. Standard of Care

In performing its services, Braun Intertec used that degree of care and skill ordinarily exercised under similar circumstances by reputable members of its profession currently practicing in the same locality. No warranty, express or implied, is made.

Figures

F:\2023\B2308306_05\GIS\B2308306.05.aprx



BRAUN INTERTEC
The Science You Build On.

11001 Hampshire Avenue S
Minneapolis, MN 55438
952.995.2000
braunintertec.com

Project No:	B2308306.05
Drawing No:	Fig1_SiteLocation
Drawn By:	SL
Date Drawn:	4/8/2025
Checked By:	KC
Last Modified:	4/8/2025

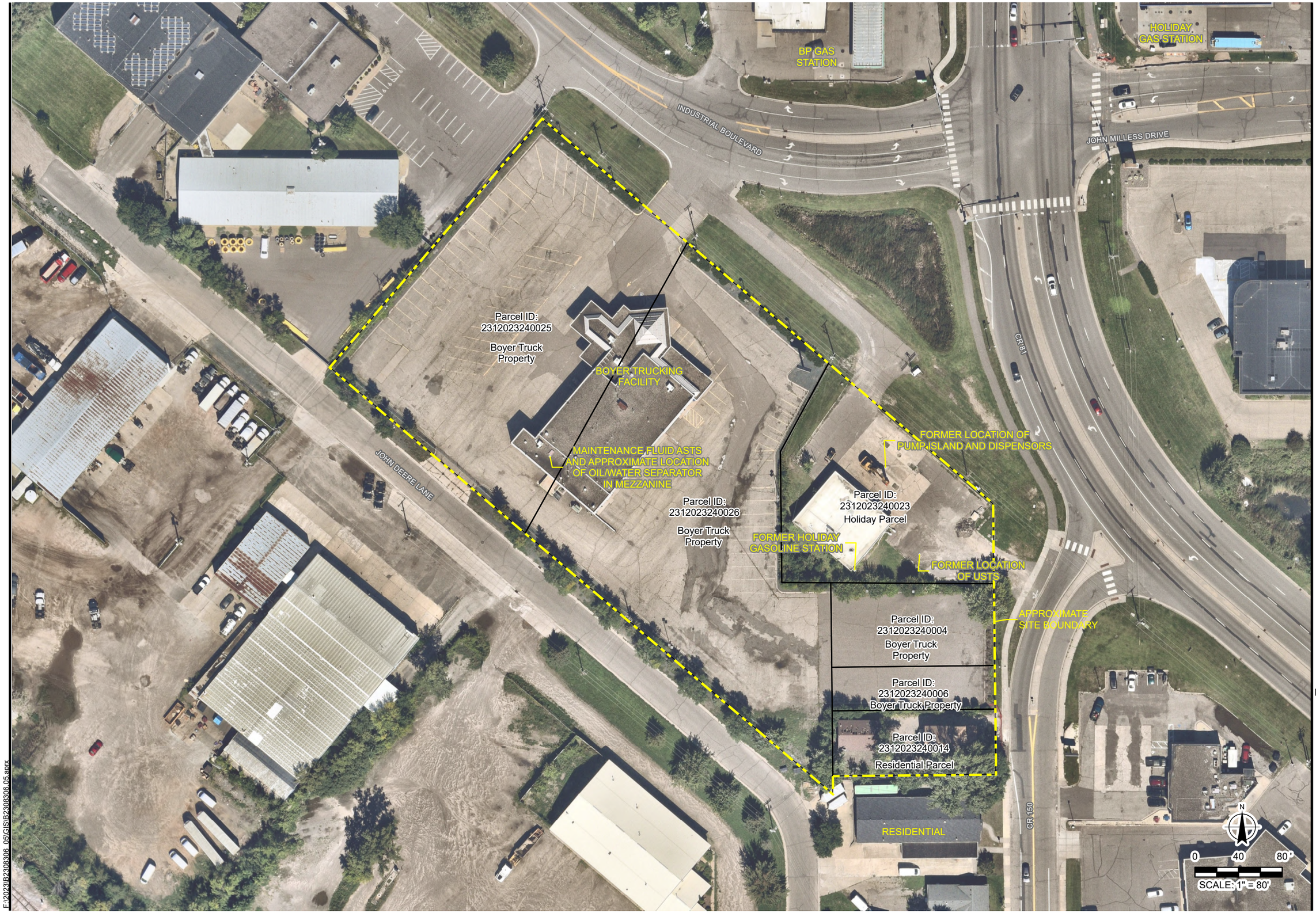
City of Rogers Civic Campus Redevelopment Project

21701 Industrial Boulevard, 13009, 13013 and 13017 Main Street

Rogers, Minnesota

Site Location Map

Figure 1



F:\2023\B2308306_05\GIS\B2308306.05.aprx

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11001 Hampshire Avenue S
Minneapolis, MN 55438
952.995.2000
braunintertec.com

Drawing Information

Project No: B2308306.05

Drawing No: Fig2 Tabloid

Drawn By:	SL
Date Drawn:	3/25/2025
Checked By:	KC
Last Modified:	4/8/2025

Project Information

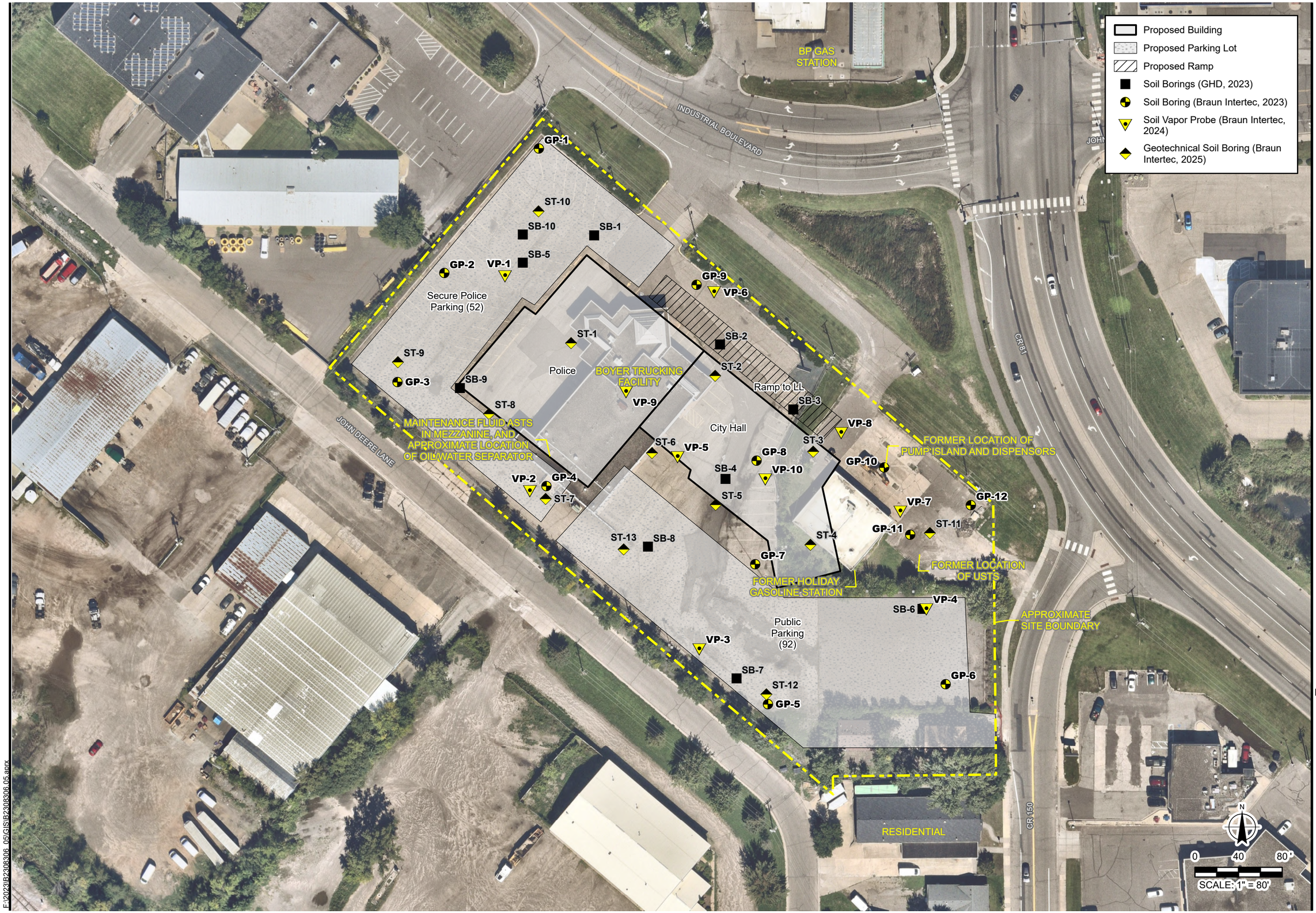
City of Rogers
Civic Campus
Redevelopment Project

21701 Industrial Boulevard, 13009, 13013 and 13017 Main Street

Rogers, Minnesota

Site Layout Map

Figure 2



F:\2023\B2308306_05\GIS\B2308306.05.aprx

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11001 Hampshire Avenue S
Minneapolis, MN 55438
952.995.2000
braunintertec.com

Features approximated based on Wold & GHD "Site Diagram w/ Block Overlay" "Site Map with Boring Locations"

Drawing Information

Project No: B2308306.05

Drawing No: Fig3 Tabloid

Drawn By:	SL
Date Drawn:	3/25/2025
Checked By:	KC
Last Modified:	4/8/2025

Project Information

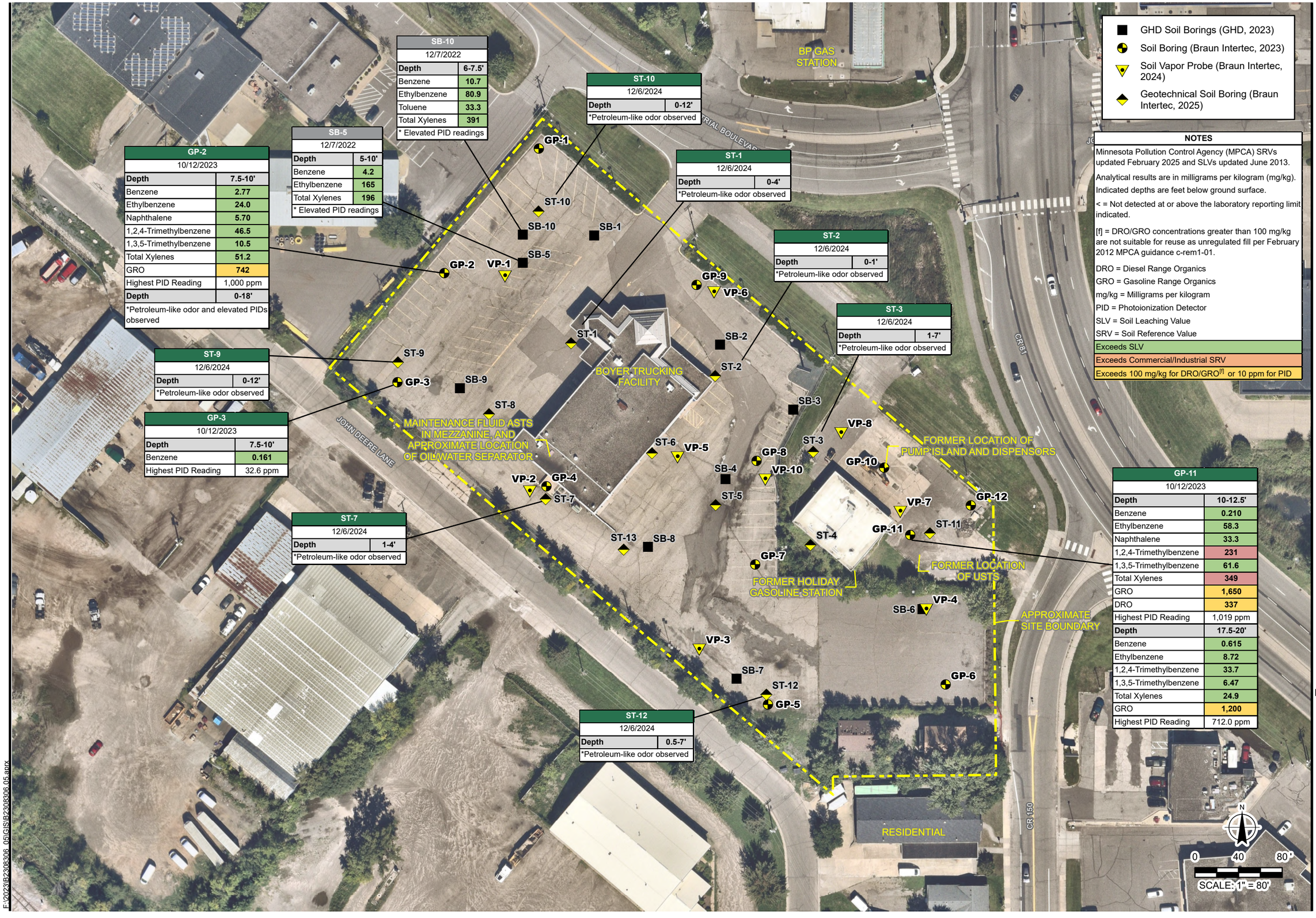
City of Rogers Civic Campus Redevelopment Project

21701 Industrial Boulevard, 13009, 13013 and 13017 Main Street

Rogers, Minnesota

Investigation Locations and Site Development

Figure 3



SB-10	
12/7/2022	
Depth	**6-7.5'**
Benzene	10.7
Ethylbenzene	80.9
Toluene	33.3
Total Xylenes	391
* Elevated PID readings	

SB-5	
12/7/2022	
Depth	**5-10'**
Benzene	4.2
Ethylbenzene	165
Total Xylenes	196
* Elevated PID readings	

GP-2	
10/12/2023	
Depth	**7.5-10'**
Benzene	2.77
Ethylbenzene	24.0
Naphthalene	5.70
1,2,4-Trimethylbenzene	46.5
1,3,5-Trimethylbenzene	10.5
Total Xylenes	51.2
GRO	742
Highest PID Reading	1,000 ppm
Depth	**0-18'**
*Petroleum-like odor and elevated PIDs observed	

ST-10	
12/6/2024	
Depth	**0-12'**
*Petroleum-like odor observed	

ST-1	
12/6/2024	
Depth	**0-4'**
*Petroleum-like odor observed	

ST-2	
12/6/2024	
Depth	**0-1'**
*Petroleum-like odor observed	

ST-3	
12/6/2024	
Depth	**1-7'**
*Petroleum-like odor observed	

ST-9	
12/6/2024	
Depth	**0-12'**
*Petroleum-like odor observed	

GP-3	
10/12/2023	
Depth	**7.5-10'**
Benzene	0.161
Highest PID Reading	32.6 ppm

ST-7	
12/6/2024	
Depth	**1-4'**
*Petroleum-like odor observed	

ST-12	
12/6/2024	
Depth	**0.5-7'**
*Petroleum-like odor observed	

GP-11	
10/12/2023	
Depth	**10-12.5'**
Benzene	0.210
Ethylbenzene	58.3
Naphthalene	33.3
1,2,4-Trimethylbenzene	231
1,3,5-Trimethylbenzene	61.6
Total Xylenes	349
GRO	1,650
DRO	337
Highest PID Reading	1,019 ppm
Depth	**17.5-20'**
Benzene	0.615
Ethylbenzene	8.72
1,2,4-Trimethylbenzene	33.7
1,3,5-Trimethylbenzene	6.47
Total Xylenes	24.9
GRO	1,200
Highest PID Reading	712.0 ppm

- GHD Soil Borings (GHD, 2023)
- Soil Boring (Braun Intertec, 2023)
- Soil Vapor Probe (Braun Intertec, 2024)
- Geotechnical Soil Boring (Braun Intertec, 2025)

NOTES

Minnesota Pollution Control Agency (MPCA) SRVs updated February 2025 and SLVs updated June 2013.

Analytical results are in milligrams per kilogram (mg/kg).

Indicated depths are feet below ground surface.

< = Not detected at or above the laboratory reporting limit indicated.

[f] = DRO/GRO concentrations greater than 100 mg/kg are not suitable for reuse as unregulated fill per February 2012 MPCA guidance c-rem1-01.

DRO = Diesel Range Organics

GRO = Gasoline Range Organics

mg/kg = Milligrams per kilogram

PID = Photoionization Detector

SLV = Soil Leaching Value

SRV = Soil Reference Value

Exceeds SLV

Exceeds Commercial/Industrial SRV

Exceeds 100 mg/kg for DRO/GRO[f] or 10 ppm for PID

BRAUN INTERTEC
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GHD borings approximated based on GHD "Site Map with Boring Locations"

Drawing Information

Project No: B2308306.05

Drawing No: Fig4 Tabloid

Drawn By:	SL
Date Drawn:	3/31/2025
Checked By:	KC
Last Modified:	4/8/2025

Project Information

City of Rogers Civic Campus Redevelopment Project

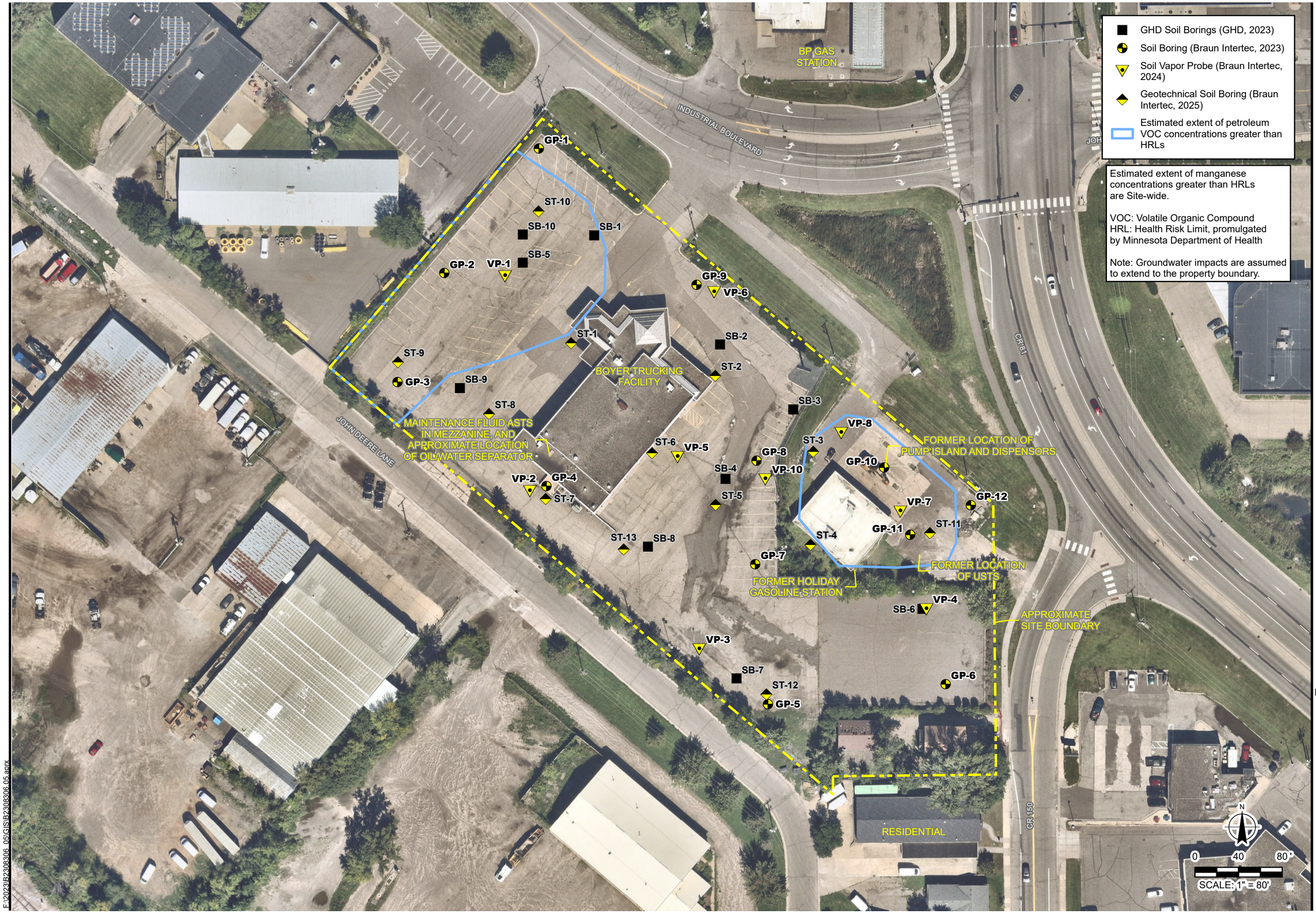
21701 Industrial Boulevard, 13009, 13013 and 13017 Main Street

Rogers, Minnesota

Identified Soil Impacts

Figure 4

F:\2023\B2308306_05\GIS\B2308306.05.aprx



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Minneapolis, MN 55438
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braunintertec.com

GHD borings approximated based on GHD "Site Map with Boring Locations"

Drawing Information

Project No:	B2308306.05
Drawing No:	Fig5 Tabloid
Drawn By:	SL
Date Drawn:	3/31/2025
Checked By:	KC
Last Modified:	4/8/2025

Project Information

City of Rogers
Civic Campus
Redevelopment Project

21701 Industrial Boulevard, 13009, 13013 and 13017 Main Street

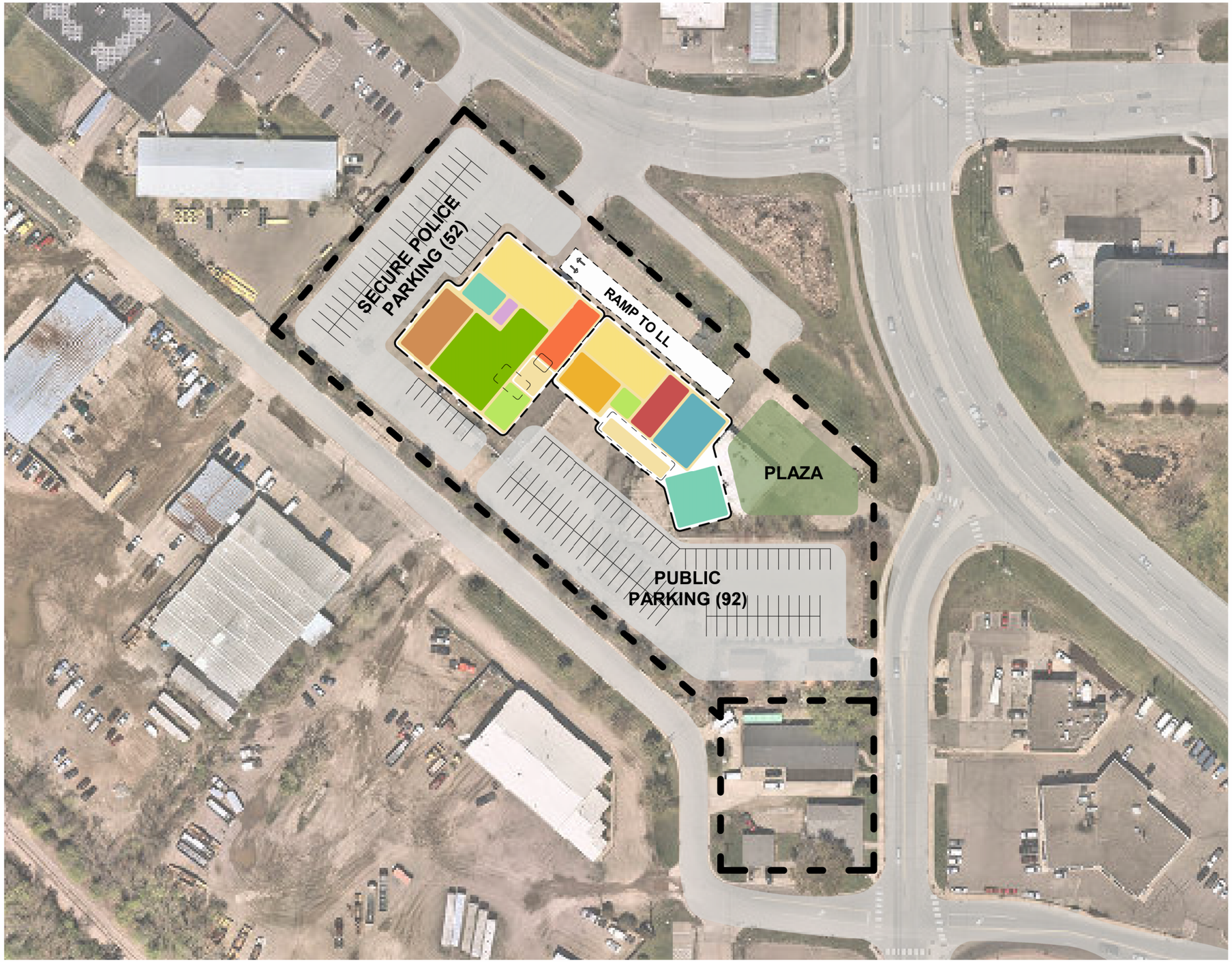
Rogers, Minnesota

Approximate Extent of Groundwater Impacts

Figure 5

Appendix A

Proposed Site Redevelopment Plan



1 SITE DIAGRAM W/ BLOCK OVERLAY

1" = 100'-0"

0 75' 150'

c:\Users\mreinert\Wold Architects and Engineers\GOV-MN-CITY-Rogers - XXXXXX - New Police and City Hall SD\02_Arch\Rogers Police and City Hall.rte

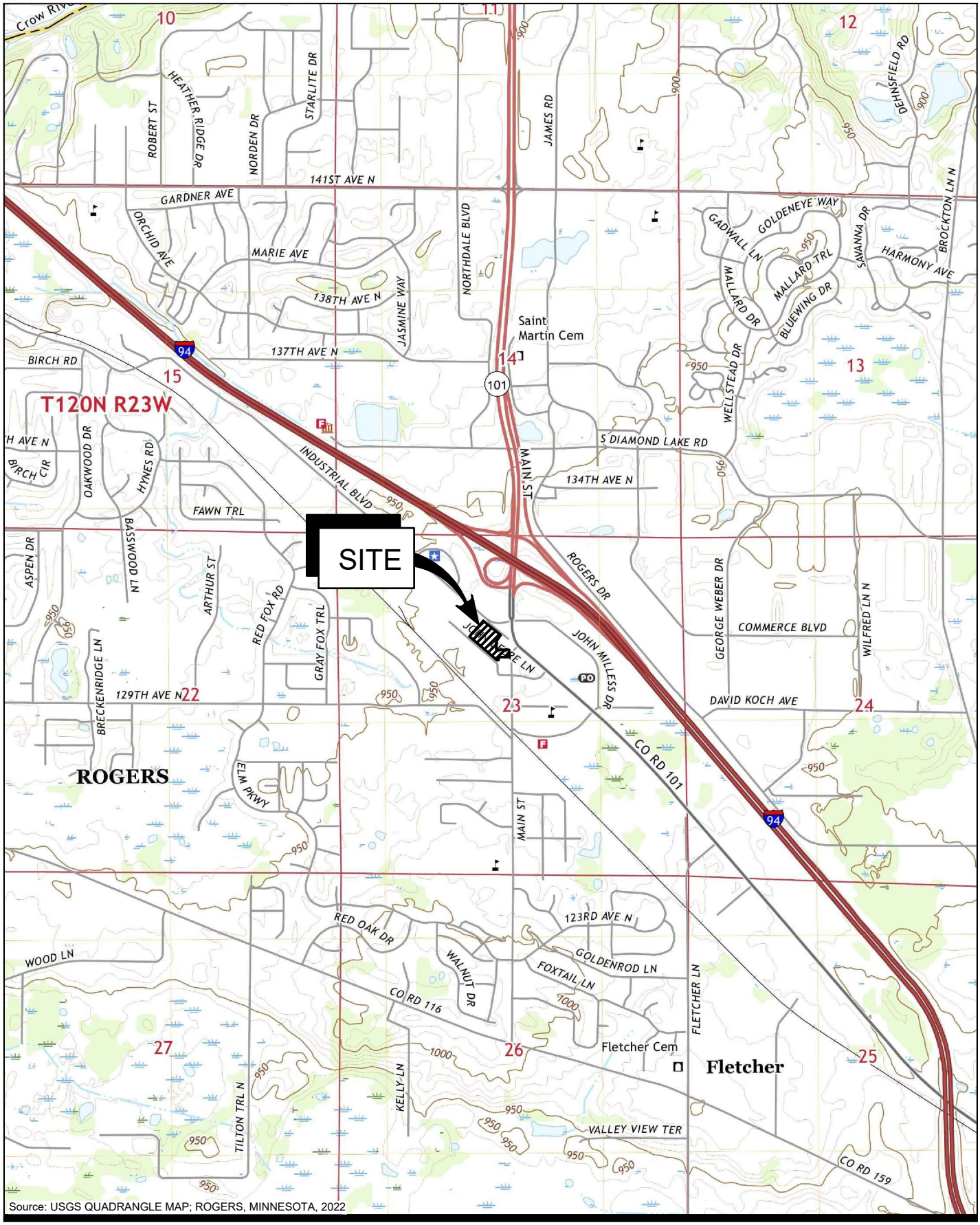
SITE DIAGRAM W/ BLOCKS
SD07

Comm No: 9999

Appendix B

2023 GHD Phase II ESA Figures and Tables

Figures



Source: USGS QUADRANGLE MAP; ROGERS, MINNESOTA, 2022

0 1000 2000 ft

N

GHD

TRANSWEST AND BOYER TRUCKS
21701 INDUSTRIAL BOULEVARD
ROGERS, MINNESOTA

Project No. **12599601**
Date **January 2023**

SITE LOCATION

FIGURE 1

Filename: N:\US\Detroit\Projects\563\12599601\Digital_Design\EN\ACAD\Sheets\RPT-001\12599601-GHD-00-00-RPT-EN-D101_DE-001.dwg
Plot Date: 06 January 2023 10:37 AM



LEGEND

APPROXIMATE PROPERTY BOUNDARY

■ SB-1 APPROXIMATE BORING LOCATION

0 60 120 ft

Coordinate System:
STATE PLANE
MN-NAD83

N

GHD

TRANSWEST AND BOYER TRUCKS
21701 INDUSTRIAL BOULEVARD
ROGERS, MINNESOTA

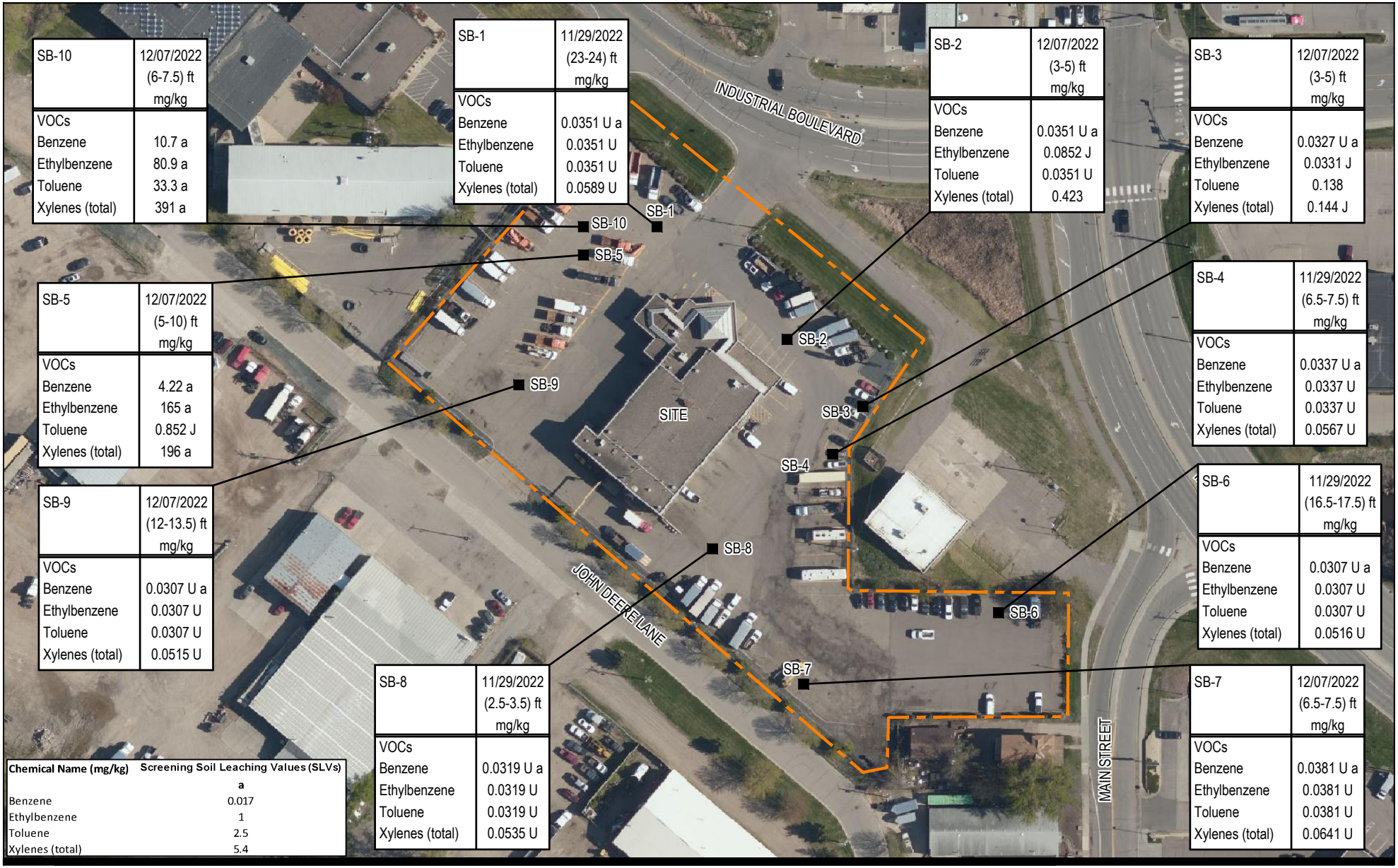
SITE MAP WITH BORING LOCATIONS

Project No. **12599601**
Date **January 2023**

FIGURE 2

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Plot Date: 06 January 2023 11:12 AM

Source: Microsoft Product Screen Shot(s) Reprinted with permission from Microsoft Corporation, Accessed: 2022



LEGEND

APPROXIMATE PROPERTY BOUNDARY

SB-1 APPROXIMATE BORING LOCATION

0 60 120 ft

Coordinate System: STATE PLANE MN-NAD83

N

GHD

TRANSWEST AND BOYER TRUCKS
21701 INDUSTRIAL BOULEVARD
ROGERS, MINNESOTA

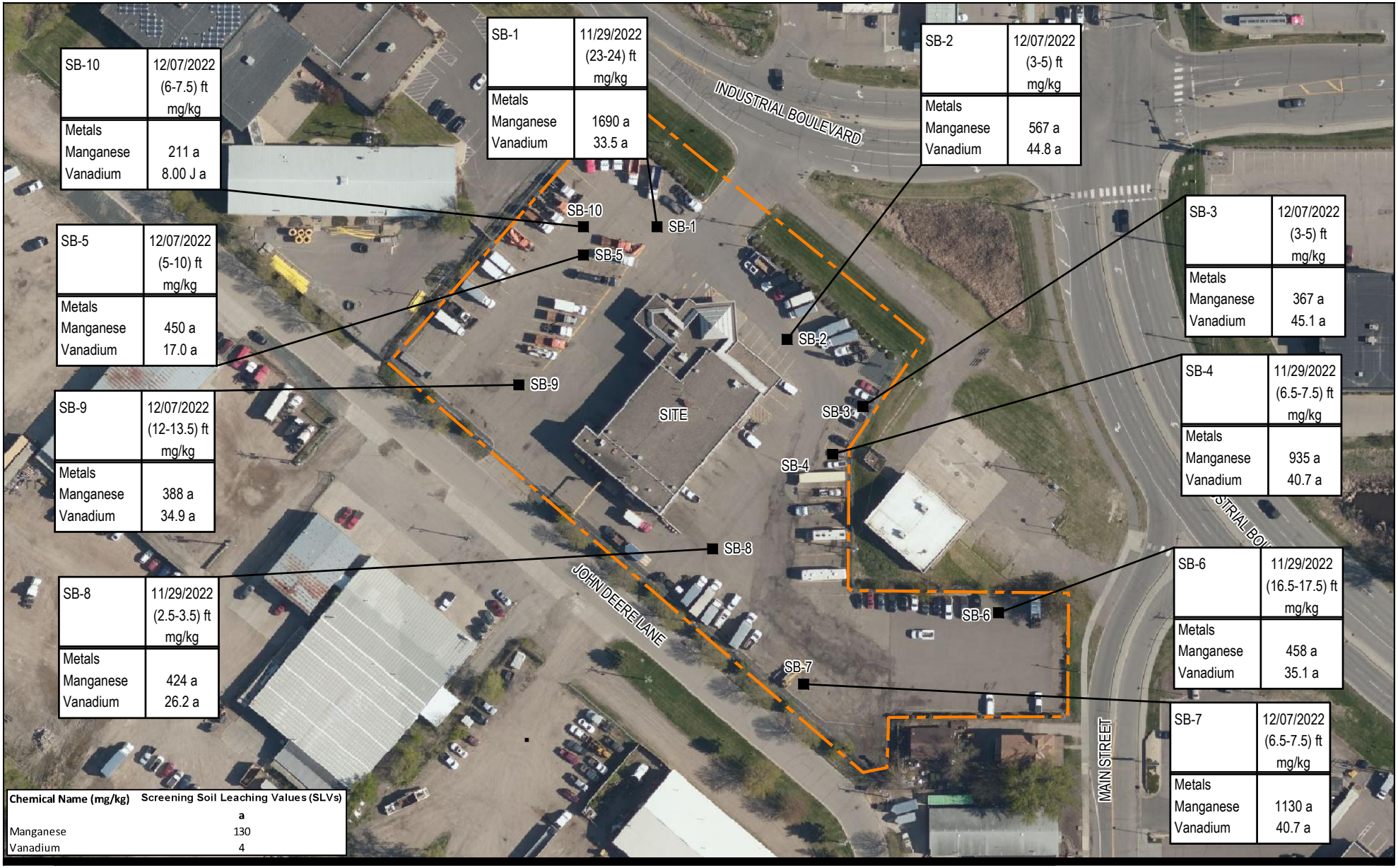
PETROLEUM HYDROCARBON SOIL SAMPLE DATA MAP

Project No. **12599601**
Date **January 2023**

FIGURE 3

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Plot Date: 06 January 2023 12:33 PM

Source: Microsoft Product Screen Shot(s) Reprinted with permission from Microsoft Corporation, Accessed: 2022



LEGEND

APPROXIMATE PROPERTY BOUNDARY

SB-1 APPROXIMATE BORING LOCATION

0 60 120 ft

Coordinate System: STATE PLANE MN-NAD83

N

GHD

TRANSWEST AND BOYER TRUCKS
21701 INDUSTRIAL BOULEVARD
ROGERS, MINNESOTA

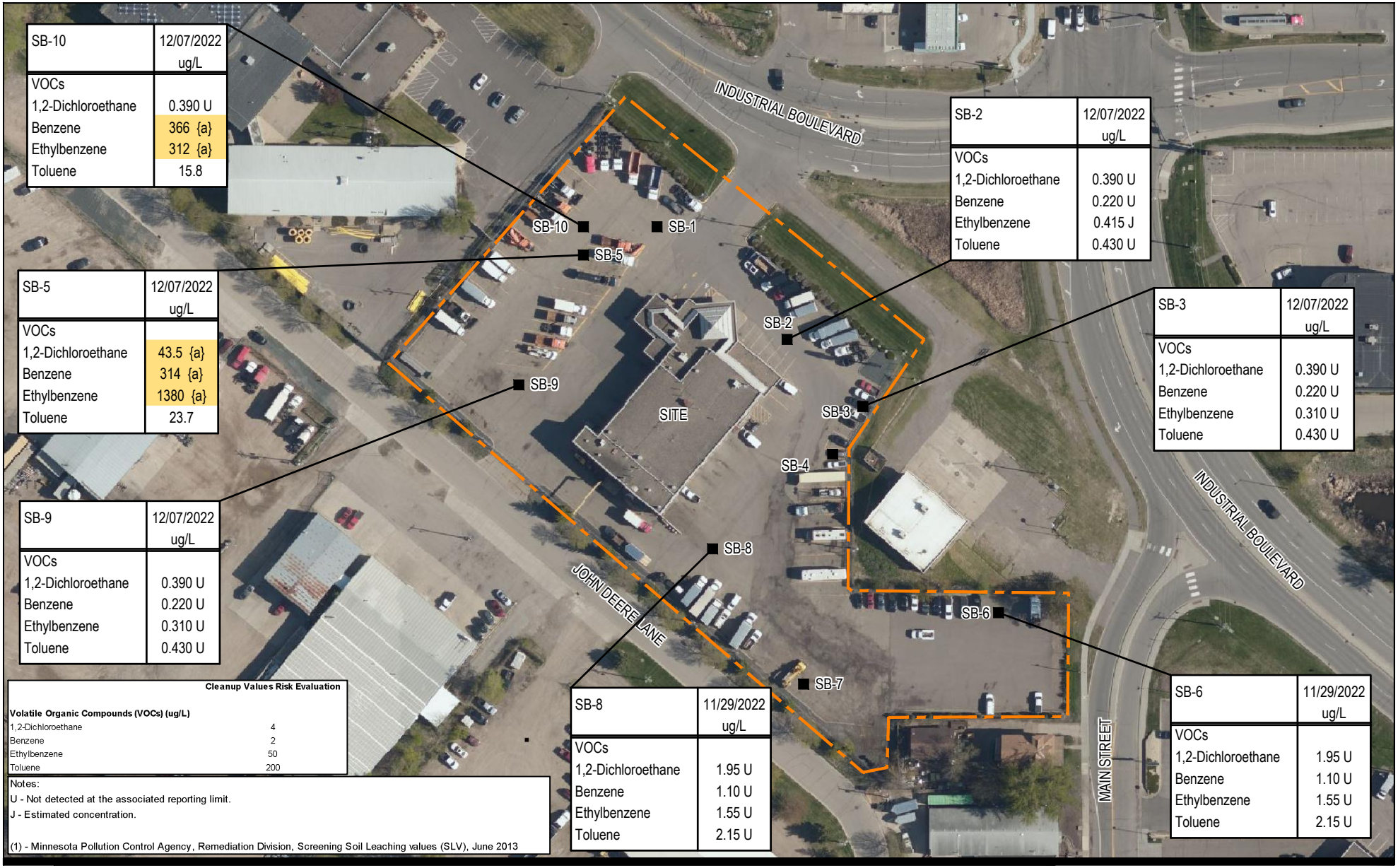
Project No. **12599601**
Date **January 2023**

METALS SOIL SAMPLE DATA MAP

FIGURE 4

Filename: N:\US\Detroit\Projects\563\12599601\Digital_Design\EN\ACAD\Sheets\RPT-001\12599601-GHD-00-00-RPT-EN-D104_DE-001.dwg
Plot Date: 06 January 2023 12:38 PM

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LEGEND

APPROXIMATE PROPERTY BOUNDARY

SB-1 APPROXIMATE BORING LOCATION

0 60 120 ft

Coordinate System: STATE PLANE MN-NAD83

N

GHD

TRANSWEST AND BOYER TRUCKS
21701 INDUSTRIAL BOULEVARD
ROGERS, MINNESOTA

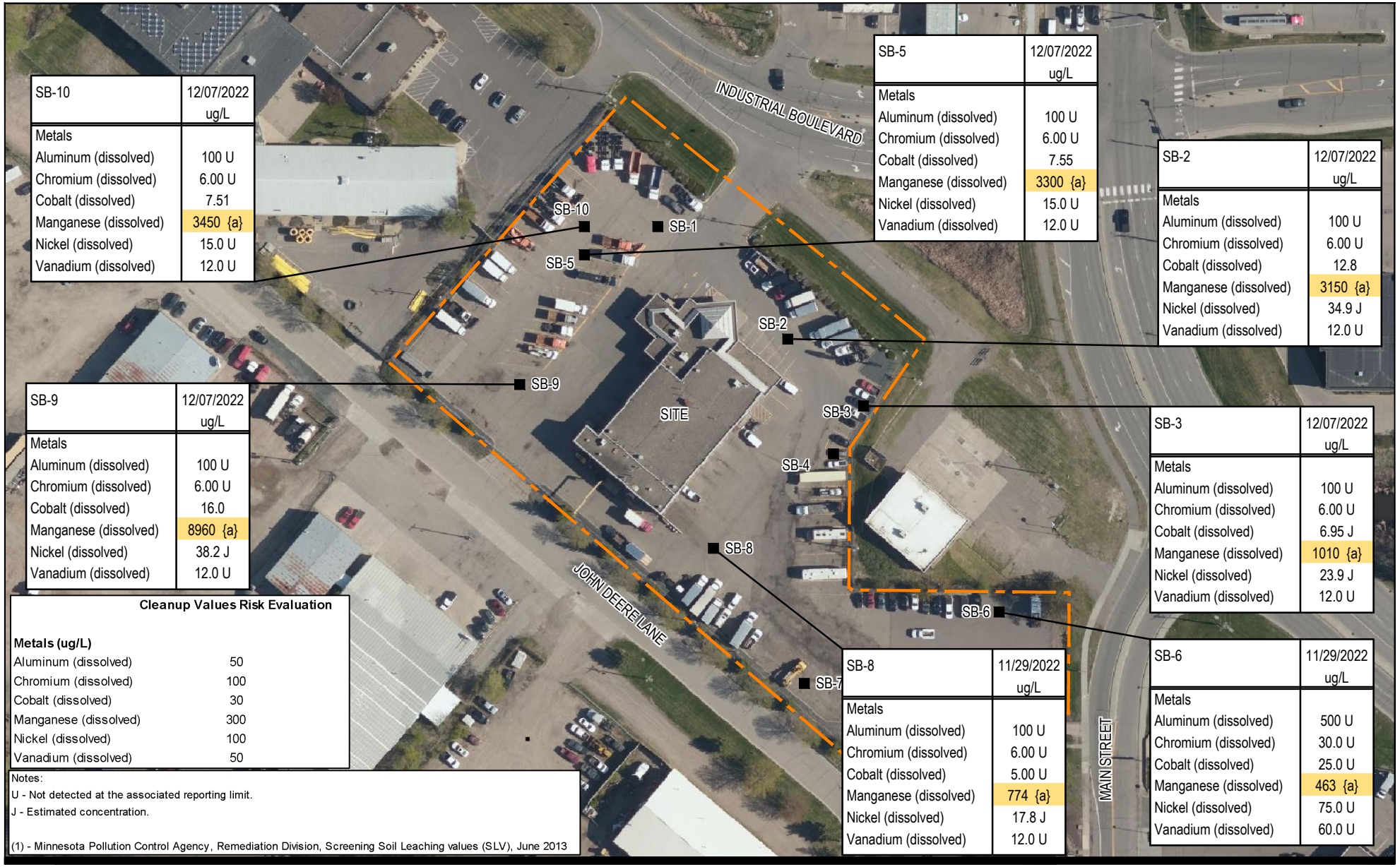
PETROLEUM HYDROCARBON GROUNDWATER SAMPLE DATA MAP

Project No. **12599601**
Date **January 2023**

FIGURE 5

Filename: N:\US\Detroit\Projects\563\12599601\Digital_Design\EN\ACAD\Sheets\RPT-001\12599601-GHD-00-00-RPT-EN-D105_DE-001.dwg
Plot Date: 11 January 2023 4:26 PM

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SB-10	12/07/2022 ug/L
Metals	
Aluminum (dissolved)	100 U
Chromium (dissolved)	6.00 U
Cobalt (dissolved)	7.51
Manganese (dissolved)	3450 {a}
Nickel (dissolved)	15.0 U
Vanadium (dissolved)	12.0 U

SB-5	12/07/2022 ug/L
Metals	
Aluminum (dissolved)	100 U
Chromium (dissolved)	6.00 U
Cobalt (dissolved)	7.55
Manganese (dissolved)	3300 {a}
Nickel (dissolved)	15.0 U
Vanadium (dissolved)	12.0 U

SB-2	12/07/2022 ug/L
Metals	
Aluminum (dissolved)	100 U
Chromium (dissolved)	6.00 U
Cobalt (dissolved)	12.8
Manganese (dissolved)	3150 {a}
Nickel (dissolved)	34.9 J
Vanadium (dissolved)	12.0 U

SB-9	12/07/2022 ug/L
Metals	
Aluminum (dissolved)	100 U
Chromium (dissolved)	6.00 U
Cobalt (dissolved)	16.0
Manganese (dissolved)	8960 {a}
Nickel (dissolved)	38.2 J
Vanadium (dissolved)	12.0 U

SB-3	12/07/2022 ug/L
Metals	
Aluminum (dissolved)	100 U
Chromium (dissolved)	6.00 U
Cobalt (dissolved)	6.95 J
Manganese (dissolved)	1010 {a}
Nickel (dissolved)	23.9 J
Vanadium (dissolved)	12.0 U

SB-8	11/29/2022 ug/L
Metals	
Aluminum (dissolved)	100 U
Chromium (dissolved)	6.00 U
Cobalt (dissolved)	5.00 U
Manganese (dissolved)	774 {a}
Nickel (dissolved)	17.8 J
Vanadium (dissolved)	12.0 U

SB-6	11/29/2022 ug/L
Metals	
Aluminum (dissolved)	500 U
Chromium (dissolved)	30.0 U
Cobalt (dissolved)	25.0 U
Manganese (dissolved)	463 {a}
Nickel (dissolved)	75.0 U
Vanadium (dissolved)	60.0 U

Cleanup Values Risk Evaluation	
Metals (ug/L)	
Aluminum (dissolved)	50
Chromium (dissolved)	100
Cobalt (dissolved)	30
Manganese (dissolved)	300
Nickel (dissolved)	100
Vanadium (dissolved)	50

Notes:
U - Not detected at the associated reporting limit.
J - Estimated concentration.

(1) - Minnesota Pollution Control Agency, Remediation Division, Screening Soil Leaching values (SLV), June 2013

LEGEND

APPROXIMATE PROPERTY BOUNDARY

■ SB-1 APPROXIMATE BORING LOCATION

0 60 120 ft

Coordinate System: STATE PLANE MN-NAD83

N

GHD

TRANSWEST AND BOYER TRUCKS
21701 INDUSTRIAL BOULEVARD
ROGERS, MINNESOTA

DISSOLVED METALS GROUNDWATER SAMPLE DATA MAP

Project No. **12599601**
Date **January 2023**

FIGURE 6

Filename: N:\US\Detroit\Projects\563\12599601\Digital_Design\EN\ACAD\Sheets\RPT-001\12599601-GHD-00-00-RPT-EN-D106_DE-001.dwg
Plot Date: 12 January 2023 2:21 PM

Source: Microsoft Product Screen Shot(s) Reprinted with permission from Microsoft Corporation, Accessed: 2022

Tables

TABLE 1
SOIL SAMPLE ANALYTICAL SUMMARY
VOLATILE AND SEMI-VOLATILE ORGANIC COMPOUNDS
21710 INDUSTRIAL BOULEVARD
ROGERS MINNESOTA

Site			**12599601**	**12599601**	**12599601**	**12599601**	**12599601**	**12599601**	**12599601**	**12599601**	**12599601**	**12599601**
Sample Location		**Screenin Soil Leaching Values (SLVs)**	**SB-1**	**SB-4**	**SB-6**	**SB-8**	**SB-9**	**SB-10**	**SB-2**	**SB-3**	**SB-7**	**SB-5**
Sample Identification			**S-221129-BD-04**	**S-221129-BD-03**	**S-221129-BD-01**	**S-221129-BD-02**	**S-221207-BD-05**	**S-221207-BD-06**	**S-221207-BD-07**	**S-221207-BD-08**	**S-221207-BD-09**	**S-221207-BD-10**
Sample Date		**a**	**11/29/2022**	**11/29/2022**	**11/29/2022**	**11/29/2022**	**12/07/2022**	**12/07/2022**	**12/07/2022**	**12/07/2022**	**12/07/2022**	**12/07/2022**
Sample Depth			**(23-24) ft**	**(6.5-7.5) ft**	**(16.5-17.5) ft**	**(2.5-3.5) ft**	**(12-13.5) ft**	**(6-7.5) ft**	**(3-5) ft**	**(3-5) ft**	**(6.5-7.5) ft**	**(5-10) ft**
Parameters	**Units**											
Total Petroleum Hydrocarbons (TPH)												
Total Petroleum Hydrocarbons (C10-C28) DRO	mg/kg		3.23 U	3.8 U	3.35 U	7.42	3.28 U	107	4.25 J	5.7 J	3.52 U	53.3
Total Petroleum Hydrocarbons (C6-C10) GRO	mg/kg		6.24 U	5.60 U	5.31 U	5.91 U	5.30 U	1510	5.81 U	5.82 U	6.49 U	3980
Semi-Volatile Organic Compounds (SVOCs)												
1,2,4-Trichlorobenzene	mg/kg	0.23	0.0875 U	0.0936 U	0.088 U	0.0845 U	-	-	-	-	-	-
1,2-Dichlorobenzene	mg/kg	11	0.0774 U	0.0828 U	0.0778 U	0.0748 U	-	-	-	-	-	-
1,2-Diphenylhydrazine	mg/kg		0.0842 U	0.09 U	0.0846 U	0.0813 U	-	-	-	-	-	-
1,3-Dichlorobenzene	mg/kg	10	0.0819 U	0.0876 U	0.0823 U	0.0791 U	-	-	-	-	-	-
1,4-Dichlorobenzene	mg/kg	0.17	0.0718 U	0.0768 U	0.0722 U	0.0694 U	-	-	-	-	-	-
2,4,6-Trichlorophenol	mg/kg	0.42	0.0942 U	0.101 U	0.0947 U	0.091 U	-	-	-	-	-	-
2,4-Dichlorophenol	mg/kg	0.15	0.101 U	0.108 U	0.102 U	0.0975 U	-	-	-	-	-	-
2,4-Dimethylphenol	mg/kg	2.2	0.092 U	0.0984 U	0.0925 U	0.0889 U	-	-	-	-	-	-
2,4-Dinitrophenol	mg/kg	0.02	0.213 U	0.228 U	0.214 U	0.206 U	-	-	-	-	-	-
2,4-Dinitrotoluene	mg/kg	0.013	0.0864 U	0.0924 U	0.0868 U	0.0834 U	-	-	-	-	-	-
2,6-Dinitrotoluene	mg/kg	0.013	0.0965 U	0.103 U	0.097 U	0.0932 U	-	-	-	-	-	-
2-Chloronaphthalene	mg/kg		0.0842 U	0.09 U	0.0846 U	0.0813 U	-	-	-	-	-	-
2-Chlorophenol	mg/kg	0.52	0.0965 U	0.103 U	0.097 U	0.0932 U	-	-	-	-	-	-
2-Nitrophenol	mg/kg		0.0931 U	0.0996 U	0.0936 U	0.0899 U	-	-	-	-	-	-
3,3'-Dichlorobenzidine	mg/kg	0.1	0.18 U	0.192 U	0.18 U	0.173 U	-	-	-	-	-	-
4,6-Dinitro-2-methylphenol	mg/kg		0.191 U	0.204 U	0.192 U	0.184 U	-	-	-	-	-	-
4-Bromophenyl phenyl ether	mg/kg		0.107 U	0.114 U	0.107 U	0.103 U	-	-	-	-	-	-
4-Chloro-3-methylphenol	mg/kg		0.0954 U	0.102 U	0.0959 U	0.0921 U	-	-	-	-	-	-
4-Chlorophenyl phenyl ether	mg/kg		0.0942 U	0.101 U	0.0947 U	0.091 U	-	-	-	-	-	-
4-Nitrophenol	mg/kg		0.0785 U	0.084 U	0.079 U	0.0759 U	-	-	-	-	-	-
Acenaphthene	mg/kg	81	0.0864 U	0.0924 U	0.0868 U	0.0834 U	-	-	-	-	-	-
Acenaphthylene	mg/kg		0.0785 U	0.084 U	0.079 U	0.0759 U	-	-	-	-	-	-
Anthracene	mg/kg	1300	0.0886 U	0.0948 U	0.0891 U	0.0856 U	-	-	-	-	-	-
Benzo(a)anthracene	mg/kg		0.0898 U	0.096 U	0.0902 U	0.0867 U	-	-	-	-	-	-
Benzo(a)pyrene	mg/kg	1.4	0.11 U	0.118 U	0.111 U	0.106 U	-	-	-	-	-	-
Benzo(b)fluoranthene	mg/kg		0.0864 U	0.0924 U	0.0868 U	0.0834 U	-	-	-	-	-	-
Benzo(g,h,i)perylene	mg/kg		0.104 U	0.112 U	0.105 U	0.101 U	-	-	-	-	-	-
Benzo(k)fluoranthene	mg/kg		0.0976 U	0.104 U	0.0981 U	0.0943 U	-	-	-	-	-	-
bis(2-Chloroethoxy)methane	mg/kg		0.0763 U	0.0816 U	0.0767 U	0.0737 U	-	-	-	-	-	-
bis(2-Chloroethyl)ether	mg/kg	0.00099	0.0718 U	0.0768 U	0.0722 U	0.0694 U	-	-	-	-	-	-
bis(2-Ethylhexyl)phthalate (DEHP)	mg/kg	29	0.112 U	0.12 U	0.113 U	0.108 U	-	-	-	-	-	-
Butyl benzylphthalate (BBP)	mg/kg	29	0.123 U	0.132 U	0.124 U	0.119 U	-	-	-	-	-	-
Chrysene	mg/kg		0.0942 U	0.101 U	0.0947 U	0.091 U	-	-	-	-	-	-
Dibenz(a,h)anthracene	mg/kg		0.0819 U	0.0876 U	0.0823 U	0.0791 U	-	-	-	-	-	-
Diethyl phthalate	mg/kg	37	0.105 U	0.113 U	0.106 U	0.102 U	-	-	-	-	-	-
Dimethyl phthalate	mg/kg	230	0.0898 U	0.096 U	0.0902 U	0.261	-	-	-	-	-	-
Di-n-butylphthalate (DBP)	mg/kg	34	0.11 U	0.118 U	0.111 U	0.106 U	-	-	-	-	-	-
Di-n-octyl phthalate (DnOP)	mg/kg		0.123 U	0.132 U	0.124 U	0.119 U	-	-	-	-	-	-
Fluoranthene	mg/kg	670	0.0819 U	0.0876 U	0.0823 U	0.0791 U	-	-	-	-	-	-
Fluorene	mg/kg	110	0.0819 U	0.0876 U	0.0823 U	0.0791 U	-	-	-	-	-	-
Hexachlorobenzene	mg/kg		0.0931 U	0.0996 U	0.0936 U	0.0899 U	-	-	-	-	-	-
Hexachlorobutadiene	mg/kg	0.037	0.0808 U	0.0864 U	0.0812 U	0.078 U	-	-	-	-	-	-
Hexachlorocyclopentadiene	mg/kg	3.1	0.0628 U	0.0672 U	0.0632 U	0.0607 U	-	-	-	-	-	-
Hexachloroethane	mg/kg	0.01	0.0662 U	0.0708 U	0.0665 U	0.0639 U	-	-	-	-	-	-
Indeno(1,2,3-cd)pyrene	mg/kg		0.0886 U	0.0948 U	0.0891 U	0.0856 U	-	-	-	-	-	-
Isophorone	mg/kg	0.46	0.0909 U	0.0972 U	0.0914 U	0.0878 U	-	-	-	-	-	-
Naphthalene	mg/kg	4.5	0.0842 U	0.09 U	0.0846 U	0.0813 U	-	-	-	-	-	-
Nitrobenzene	mg/kg		0.0651 U	0.0696 U	0.0654 U	0.0629 U	-	-	-	-	-	-
N-Nitrosodimethylamine	mg/kg		0.0942 U	0.101 U	0.0947 U	0.091 U	-	-	-	-	-	-
N-Nitrosodi-n-propylamine	mg/kg		0.0808 U	0.0864 U	0.0812 U	0.078 U	-	-	-	-	-	-
N-Nitrosodiphenylamine	mg/kg	7.5	0.0954 U	0.102 U	0.0959 U	0.0921 U	-	-	-	-	-	-
Pentachlorophenol	mg/kg	0.023	0.168 U	0.18 U	0.169 U	0.163 U	-	-	-	-	-	-
Phenanthrene	mg/kg		0.083 U	0.0888 U	0.0835 U	0.0802 U	-	-	-	-	-	-
Phenol	mg/kg	38	0.0909 U	0.0972 U	0.0914 U	0.0878 U	-	-	-	-	-	-
Pyrene	mg/kg	440	0.0931 U	0.0996 U	0.0936 U	0.0899 U	-	-	-	-	-	-
Volatile Organic Compounds (VOCs)												
1,1,1-Trichloroethane	mg/kg	56	0.0351 U	0.0337 U	0.0307 U	0.0319 U	0.0307 U	0.389 U	0.0351 U	0.0327 U	0.0381 U	0.314 U
1,1,2,2-Tetrachloroethane	mg/kg	0.012	0.0498 U	0.0479 U	0.0437 U	0.0452 U	0.0436 U	0.553 U	0.0498 U	0.0465 U	0.0542 U	0.445 U
1,1,2-Trichloroethane	mg/kg	0.014	0.0519 U	0.0499 U	0.0455 U	0.0472 U	0.0454 U	0.576 U	0.0519 U	0.0484 U	0.0564 U	0.464 U
1,1-Dichloroethane	mg/kg	0.41	0.0351 U	0.0337 U	0.0307 U	0.0319 U	0.0307 U	0.389 U	0.0351 U	0.0327 U	0.0381 U	0.314 U
1,1-Dichloroethene	mg/kg	1.4	0.0449 U	0.0432 U	0.0393 U	0.0408 U	0.0393 U	0.498 U	0.0449 U	0.0419 U	0.0488 U	0.401 U
1,2-Dichloroethane	mg/kg	0.0038	0.0512 U	0.0492 U	0.0449 U	0.0465 U	0.0448 U	0.569 U	0.0512 U	0.0478 U	0.0557 U	0.458 U

TABLE 1
SOIL SAMPLE ANALYTICAL SUMMARY
VOLATILE AND SEMI-VOLATILE ORGANIC COMPOUNDS
21710 INDUSTRIAL BOULEVARD
ROGERS MINNESOTA

Site			12599601	12599601	12599601	12599601	12599601	12599601	12599601	12599601	12599601	12599601
Sample Location		**Screenin Soil Leaching Values (SLVs)**	**SB-1**	**SB-4**	**SB-6**	**SB-8**	**SB-9**	**SB-10**	**SB-2**	**SB-3**	**SB-7**	**SB-5**
Sample Identification			**S-221129-BD-04**	**S-221129-BD-03**	**S-221129-BD-01**	**S-221129-BD-02**	**S-221207-BD-05**	**S-221207-BD-06**	**S-221207-BD-07**	**S-221207-BD-08**	**S-221207-BD-09**	**S-221207-BD-10**
Sample Date		**a**	**11/29/2022**	**11/29/2022**	**11/29/2022**	**11/29/2022**	**12/07/2022**	**12/07/2022**	**12/07/2022**	**12/07/2022**	**12/07/2022**	**12/07/2022**
Sample Depth			**(23-24) ft**	**(6.5-7.5) ft**	**(16.5-17.5) ft**	**(2.5-3.5) ft**	**(12-13.5) ft**	**(6-7.5) ft**	**(3-5) ft**	**(3-5) ft**	**(6.5-7.5) ft**	**(5-10) ft**
Parameters	**Units**											
1,2-Dichloroethene (total)	mg/kg		0.0351 U	0.0337 U	0.0307 U	0.0319 U	0.0307 U	0.389 U	0.0351 U	0.0327 U	0.0381 U	0.314 U
1,2-Dichloropropane	mg/kg	0.024	0.0379 U	0.0364 U	0.0332 U	0.0344 U	0.0331 U	0.421 U	0.0379 U	0.0353 U	0.0412 U	0.339 U
2-Butanone (Methyl ethyl ketone) (MEK)	mg/kg	8.8	0.168 U	0.162 U	0.148 U	0.153 U	0.147 U	1.87 U	0.168 U	0.157 U	0.183 U	1.51 U
2-Hexanone	mg/kg		0.0624 U	0.06 U	0.0547 U	0.0567 U	0.0546 U	0.693 U	0.0624 U	0.0582 U	0.0679 U	0.558 U
4-Methyl-2-pentanone (Methyl isobutyl ketone) (MIBK)	mg/kg	0.76	0.04 U	0.0385 U	0.035 U	0.0363 U	0.035 U	0.444 U	0.04 U	0.0373 U	0.0435 U	0.357 U
Acetone	mg/kg	8.4	0.201 U	0.194 U	0.176 U	0.183 U	0.176 U	2.24 U	0.201 U	0.188 U	0.219 U	1.8 U
Benzene	mg/kg	0.017	0.0351 U	0.0337 U	0.0307 U	0.0319 U	0.0307 U	**10.7[a]**	0.0351 U	0.0327 U	0.0381 U	**4.22[a]**
Bromodichloromethane	mg/kg	0.021	0.0351 U	0.0337 U	0.0307 U	0.0319 U	0.0307 U	0.389 U	0.0351 U	0.0327 U	0.0381 U	0.314 U
Bromoform	mg/kg	0.13	0.0351 U	0.0337 U	0.0307 U	0.0319 U	0.0307 U	0.389 U	0.0351 U	0.0327 U	0.0381 U	0.314 U
Bromomethane (Methyl bromide)	mg/kg	0.036	0.351 U	0.337 U	0.307 U	0.319 U	0.307 U	3.89 U	0.351 U	0.327 U	0.381 U	3.14 U
Carbon disulfide	mg/kg	3.4	0.0351 U	0.0337 U	0.0307 U	0.0319 U	0.0307 U	0.389 U	0.0351 U	0.0327 U	0.0381 U	0.314 U
Carbon tetrachloride	mg/kg	0.0077	0.0484 U	0.0466 U	0.0424 U	0.044 U	0.0423 U	0.537 U	0.0484 U	0.0451 U	0.0526 U	0.433 U
Chlorobenzene	mg/kg	1.2	0.0351 U	0.0337 U	0.0307 U	0.0319 U	0.0307 U	0.389 U	0.0351 U	0.0327 U	0.0381 U	0.314 U
Chloroethane	mg/kg		0.0701 U	0.0675 U	0.0615 U	0.0637 U	0.0613 U	0.779 U	0.0701 U	0.0654 U	0.0763 U	0.627 U
Chloroform (Trichloromethane)	mg/kg	0.11	0.0351 U	0.0337 U	0.0307 U	0.0319 U	0.0307 U	0.389 U	0.0351 U	0.0327 U	0.0381 U	0.314 U
Chloromethane (Methyl chloride)	mg/kg	0.11	0.0435 U	0.0418 U	0.0381 U	0.0395 U	0.038 U	0.483 U	0.0435 U	0.0406 U	0.0473 U	0.389 U
cis-1,3-Dichloropropene	mg/kg		0.04 U	0.0385 U	0.035 U	0.0363 U	0.035 U	0.444 U	0.04 U	0.0373 U	0.0435 U	0.357 U
Dibromochloromethane	mg/kg	0.034	0.0512 U	0.0492 U	0.0449 U	0.0465 U	0.0448 U	0.569 U	0.0512 U	0.0478 U	0.0557 U	0.458 U
Ethylbenzene	mg/kg	1.0	0.0351 U	0.0337 U	0.0307 U	0.0319 U	0.0307 U	**80.9[a]**	0.0852 J	0.0331 J	0.0381 U	**165[a]**
m&p-Xylenes	mg/kg		0.0589 U	0.0567 U	0.0516 U	0.0535 U	0.0515 U	287	0.329	0.11 J	0.0641 U	195
Methylene chloride	mg/kg	0.017	0.182 U	0.175 U	0.16 U	0.166 U	0.159 U	2.03 U	0.182 U	0.17 U	0.198 U	1.63 U
o-Xylene	mg/kg		0.0351 U	0.0337 U	0.0307 U	0.0319 U	0.0307 U	104	0.0935 J	0.0344 J	0.0381 U	1.25
Styrene	mg/kg	2.0	0.0351 U	0.0337 U	0.0307 U	0.0319 U	0.0307 U	0.389 U	0.0351 U	0.0327 U	0.0381 U	0.314 U
Tetrachloroethene	mg/kg	0.042	0.047 U	0.0452 U	0.0412 U	0.0427 U	0.0411 U	0.522 U	0.047 U	0.0438 U	0.0511 U	0.42 U
Toluene	mg/kg	2.5	0.0351 U	0.0337 U	0.0307 U	0.0319 U	0.0307 U	**33.3[a]**	0.0351 U	0.138	0.0381 U	0.852 J
trans-1,3-Dichloropropene	mg/kg		0.0372 U	0.0358 U	0.0326 U	0.0338 U	0.0325 U	0.413 U	0.0372 U	0.0347 U	0.0404 U	0.332 U
Trichloroethene	mg/kg	0.0023	0.0351 U	0.0337 U	0.0307 U	0.0319 U	0.0307 U	0.389 U	0.0351 U	0.0327 U	0.0381 U	0.314 U
Vinyl chloride	mg/kg	0.0014	0.0351 U	0.0337 U	0.0307 U	0.0319 U	0.0307 U	0.389 U	0.0351 U	0.0327 U	0.0381 U	0.314 U
Xylenes (total)	mg/kg	5.4	0.0589 U	0.0567 U	0.0516 U	0.0535 U	0.0515 U	**391[a]**	0.423	0.144 J	0.0641 U	**196[a]**

Notes:
U - Not detected at the associated reporting limit.
J - Estimated concentration.

(1) - Minnesota Pollution Control Agency, Remediation Division, Screening Soil Leaching values (SLV), June 2013

TABLE 2
GROUNDWATER SAMPLE ANALYTICAL SUMMARY
METALS AND PCBs
21710 INDUSTRIAL BOULEVARD
ROGERS MINNESOTA

Site			12599601	12599601	12599601	12599601	12599601	12599601	12599601	12599601	12599601	12599601
Sample Location		Screenin Soil Leaching Values (SLVs)	SB-1	SB-4	SB-6	SB-8	SB-9	SB-10	SB-2	SB-3	SB-7	SB-5
Sample Identification			S-221129-BD-04	S-221129-BD-03	S-221129-BD-01	S-221129-BD-02	S-221207-BD-05	S-221207-BD-06	S-221207-BD-07	S-221207-BD-08	S-221207-BD-09	S-221207-BD-10
Sample Date		a	11/29/2022	11/29/2022	11/29/2022	11/29/2022	12/07/2022	12/07/2022	12/07/2022	12/07/2022	12/07/2022	12/07/2022
Sample Depth			(23-24) ft	(6.5-7.5) ft	(16.5-17.5) ft	(2.5-3.5) ft	(12-13.5) ft	(6-7.5) ft	(3-5) ft	(3-5) ft	(6.5-7.5) ft	(5-10) ft
Parameters	**Units**											
Metals												
Aluminum	mg/kg		7570	11400	8100	6080	7580	1460	18800	15700	11200	3730
Antimony	mg/kg	5.4	3.23 U	1.87 U	3.73 U	1.75 U	1.85 U	13.4 U	2.04 U	1.80 U	1.86 U	1.90 U
Arsenic	mg/kg	5.8	5.74 J	**9.18[a]**	5.29 J	4.36	3.57 J	15.5 U	4.82	4.51	**7.62[a]**	2.90 J
Barium	mg/kg	1700	206	142	103	79.7	88.2	8.06	178	145	159	47.8
Beryllium	mg/kg	2.7	0.407 U	0.236 U	0.471 U	0.221 U	0.234 U	1.69 U	0.258 U	0.228 U	0.235 U	0.240 U
Cadmium	mg/kg	8.8	0.662 U	0.384 U	0.766 U	0.359 U	0.380 U	2.75 U	0.419 U	0.370 U	0.381 U	0.390 U
Calcium	mg/kg		48100	4060	48900	33000	41900	247000	5630	5110	3990	41000
Chromium	mg/kg		14.7	20.2	15.3	11.3	16.5	2.33 U	24.9	21.6	20.1	11.1
Cobalt	mg/kg	27	9.16	8.68	5.14	4.79	8.07	3.72 J	10.0	8.46	8.66	5.46
Copper	mg/kg	700	12.2	17.7	12.1	8.49	13.9	4.31 U	14.8	12.0	18.1	6.06
Iron	mg/kg		13800	17500	13000	11500	12900	4620	24000	20100	19100	8030
Lead	mg/kg	2700	5.50 J	10.2	5.89 J	4.94	5.51	13.4 U	9.16	9.02	8.53	1.90 U
Magnesium	mg/kg		19200	3510	18600	11400	15900	156000	4580	3750	3760	16200
Manganese	mg/kg	130	**1690[a]**	**935[a]**	**458[a]**	**424[a]**	**388[a]**	**211[a]**	**567[a]**	**367[a]**	**1130[a]**	**450[a]**
Mercury	mg/kg	3.3	0.0268	0.0392	0.0285	0.0198	0.0245	0.0220 J	0.0449	0.0472	0.0273	0.00797 U
Nickel	mg/kg	180	30.2	29.4	20.6	14.0	18.9	9.67 J	21.7	16.8	32.9	11.9
Potassium	mg/kg		1550	1080	1430	1140	1500	889	1020	1010	1000	541
Selenium	mg/kg	2.6	4.92 U	2.86 U	5.70 U	2.67 U	2.83 U	20.5 U	3.11 U	2.75 U	2.84 U	2.90 U
Silver	mg/kg	7.9	0.747 U	0.433 U	0.864 U	0.405 U	0.429 U	3.11 U	0.472 U	0.418 U	0.430 U	0.440 U
Sodium	mg/kg		203	420	295	329	181	524 J	198	368	929	183
Thallium	mg/kg	0.89	4.07 U	2.36 U	4.71 U	2.21 U	2.34 U	16.9 U	2.58 U	2.28 U	2.35 U	2.40 U
Vanadium	mg/kg	4.0	**33.5[a]**	**40.7[a]**	**35.1[a]**	**26.2[a]**	**34.9[a]**	**8.00 J[a]**	**44.8[a]**	**45.1[a]**	**40.7[a]**	**17.0[a]**
Zinc	mg/kg	3000	50.6	52.9	44.6	32.5	50.8	14.8 U	79.8	57.3	61.4	26.1
PCBs												
Aroclor-1016 (PCB-1016)	mg/kg		0.00677 U	0.00722 U	0.00681 U	0.00653 U	0.00683 U	0.00749 U	0.00740 U	0.00671 U	0.00714 U	0.00661 U
Aroclor-1221 (PCB-1221)	mg/kg		0.00677 U	0.00722 U	0.00681 U	0.00653 U	0.00683 U	0.00749 U	0.00740 U	0.00671 U	0.00714 U	0.00661 U
Aroclor-1232 (PCB-1232)	mg/kg		0.00677 U	0.00722 U	0.00681 U	0.00653 U	0.00683 U	0.00749 U	0.00740 U	0.00671 U	0.00714 U	0.00661 U
Aroclor-1242 (PCB-1242)	mg/kg		0.00677 U	0.00722 U	0.00681 U	0.00653 U	0.00683 U	0.00749 U	0.00740 U	0.00671 U	0.00714 U	0.00661 U
Aroclor-1248 (PCB-1248)	mg/kg		0.00869 U	0.00927 U	0.00874 U	0.00838 U	0.00876 U	0.00961 U	0.00950 U	0.00862 U	0.00916 U	0.00849 U
Aroclor-1254 (PCB-1254)	mg/kg		0.00869 U	0.00927 U	0.00874 U	0.00838 U	0.00876 U	0.00961 U	0.00950 U	0.00862 U	0.00916 U	0.00849 U
Aroclor-1260 (PCB-1260)	mg/kg		0.00869 U	0.00927 U	0.00874 U	0.00838 U	0.00876 U	0.00961 U	0.00950 U	0.00862 U	0.00916 U	0.00849 U
Aroclor-1268 (PCB-1268)	mg/kg		0.00869 U	0.00927 U	0.00874 U	0.00838 U	0.00876 U	0.00961 U	0.00950 U	0.00862 U	0.00916 U	0.00849 U
Total PCBs	mg/kg	0.13	ND	ND	ND	ND						

TABLE 3
SOIL SAMPLE ANALYTICAL SUMMARY
PESTICIEDS
21710 INDUSTRIAL BOULEVARD
ROGERS MINNESOTA

Site			12599601	12599601	12599601	12599601	12599601	12599601	12599601	12599601	12599601	12599601
Sample Location		Screenin Soil Leaching Values (SLVs)	SB-1	SB-4	SB-6	SB-8	SB-9	SB-10	SB-2	SB-3	SB-7	SB-5
Sample Identification			S-221129-BD-04	S-221129-BD-03	S-221129-BD-01	S-221129-BD-02	S-221207-BD-05	S-221207-BD-06	S-221207-BD-07	S-221207-BD-08	S-221207-BD-09	S-221207-BD-10
Sample Date		a	11/29/2022	11/29/2022	11/29/2022	11/29/2022	12/07/2022	12/07/2022	12/07/2022	12/07/2022	12/07/2022	12/07/2022
Sample Depth			(23-24) ft	(6.5-7.5) ft	(16.5-17.5) ft	(2.5-3.5) ft	(12-13.5) ft	(6-7.5) ft	(3-5) ft	(3-5) ft	(6.5-7.5) ft	(5-10) ft
Parameters	Units											
Pesticides												
4,4'-DDD	mg/kg		0.000553 U	0.00059 U	0.000556 U	0.000605 J	-	-	-	-	-	-
4,4'-DDE	mg/kg		0.000531 U	0.000566 U	0.000533 U	0.000512 U	-	-	-	-	-	-
4,4'-DDT	mg/kg		0.000745 U	0.000794 U	0.000749 U	0.000718 U	-	-	-	-	-	-
Aldrin	mg/kg		0.000553 U	0.00059 U	0.000556 U	0.000533 U	-	-	-	-	-	-
alpha-BHC	mg/kg		0.000643 U	0.000686 U	0.000647 U	0.00062 U	-	-	-	-	-	-
beta-BHC	mg/kg		0.000756 U	0.000806 U	0.00076 U	0.000729 U	-	-	-	-	-	-
Chlordane, technical	mg/kg		0.00858 U	0.00915 U	0.00862 U	0.00827 U	-	-	-	-	-	-
delta-BHC	mg/kg		0.00108 U	0.00116 U	0.00109 U	0.00104 U	-	-	-	-	-	-
Dieldrin	mg/kg		0.000531 U	0.000566 U	0.000533 U	0.000512 U	-	-	-	-	-	-
Endosulfan I	mg/kg		0.000553 U	0.00059 U	0.000556 U	0.000533 U	-	-	-	-	-	-
Endosulfan II	mg/kg		0.000734 U	0.000782 U	0.000737 U	0.000708 U	-	-	-	-	-	-
Endosulfan sulfate	mg/kg		0.000474 U	0.000506 U	0.000477 U	0.000457 U	-	-	-	-	-	-
Endrin	mg/kg		0.000564 U	0.000602 U	0.000567 U	0.000544 U	-	-	-	-	-	-
Endrin aldehyde	mg/kg		0.000632 U	0.000674 U	0.000635 U	0.00061 U	-	-	-	-	-	-
gamma-BHC (lindane)	mg/kg		0.000485 U	0.000518 U	0.000488 U	0.000468 U	-	-	-	-	-	-
Heptachlor	mg/kg		0.000497 U	0.00053 U	0.000499 U	0.000479 U	-	-	-	-	-	-
Heptachlor epoxide	mg/kg		0.000519 U	0.000554 U	0.000522 U	0.000501 U	-	-	-	-	-	-
Methoxychlor	mg/kg		0.00079 U	0.000843 U	0.000794 U	0.000762 U	-	-	-	-	-	-
Toxaphene	mg/kg		0.0147 U	0.0156 U	0.0147 U	0.0142 U	-	-	-	-	-	-

TABLE 4
GROUNDWATER SAMPLE ANALYTICAL SUMMARY
VOLATILE AND SEMI-VOLATILE ORGANIC COMPOUNDS
21710 INDUSTRIAL BOULEVARD
ROGERS MINNESOTA

Site			**12599601**	**12599601**	**12599601**	**12599601**	**12599601**	**12599601**	**12599601**
Sample Location		**Cleanup Values Risk Evaluation**	**SB-6**	**SB-8**	**SB-9**	**SB-10**	**SB-2**	**SB-3**	**SB-5**
Sample Identification			**W-221129-BD-01**	**W-221129-BD-02**	**W-221207-BD-05**	**W-221207-BD-06**	**W-221207-BD-07**	**W-221207-BD-08**	**W-221207-BD-10**
Sample Date		**a**	**11/29/2022**	**11/29/2022**	**12/7/2022**	**12/7/2022**	**12/7/2022**	**12/7/2022**	**12/7/2022**
Parameters	**Units**								
Total Petroleum Hydrocarbons (TPH)									
Total Petroleum Hydrocarbons (C10-C28) DRO	ug/L		154	181	1070	1700	136	291	9420
Total Petroleum Hydrocarbons (C6-C10) GRO	ug/L		150 U	150 U	30.0 U	4730	30.0 U	30.0 U	6720
Semi-Volatile Organic Compounds (SVOCs)									
1,2,4-Trichlorobenzene	ug/L	70	0.718 U	0.560 U	0.519 U	0.452 U	0.475 U	0.718 U	0.636 U
1,2-Dichlorobenzene	ug/L	600	0.795 U	0.620 U	0.574 U	0.500 U	0.525 U	0.795 U	0.705 U
1,2-Diphenylhydrazine	ug/L		0.962 U	0.750 U	0.694 U	0.605 U	0.636 U	0.962 U	0.852 U
1,3-Dichlorobenzene	ug/L	600	0.821 U	0.640 U	0.593 U	0.516 U	0.542 U	0.821 U	0.727 U
1,4-Dichlorobenzene	ug/L	10	0.821 U	0.640 U	0.593 U	0.516 U	0.542 U	0.821 U	0.727 U
2,4,6-Trichlorophenol	ug/L	30	6.41 U	5.00 U	4.63 U	4.03 U	4.24 U	6.41 U	5.68 U
2,4-Dichlorophenol	ug/L	20	1.09 U	0.850 U	0.787 U	0.685 U	0.720 U	1.09 U	0.966 U
2,4-Dimethylphenol	ug/L	100	0.744 U	0.580 U	0.537 U	0.468 U	0.492 U	0.744 U	18.0
2,4-Dinitrophenol	ug/L	10	16.7 U	13.0 U	12.0 U	10.5 U	11.0 U	16.7 U	14.8 U
2,4-Dinitrotoluene	ug/L	0.5	8.21 U	6.40 U	5.93 U	5.16 U	5.42 U	8.21 U	7.27 U
2,6-Dinitrotoluene	ug/L	0.5	0.667 U	0.520 U	0.481 U	0.419 U	0.441 U	0.667 U	0.591 U
2-Chloronaphthalene	ug/L		0.821 U	0.640 U	0.593 U	0.516 U	0.542 U	0.821 U	0.727 U
2-Chlorophenol	ug/L	30	0.692 U	0.540 U	0.500 U	0.435 U	0.458 U	0.692 U	0.614 U
2-Nitrophenol	ug/L	200	8.72 U	6.80 U	6.30 U	5.48 U	5.76 U	8.72 U	7.73 U
3,3'-Dichlorobenzidine	ug/L	0.8	1.79 U	1.40 U	1.30 U	1.13 U	1.19 U	1.79 U	1.59 U
4,6-Dinitro-2-methylphenol	ug/L		8.85 U	6.90 U	6.39 U	5.56 U	5.85 U	8.85 U	7.84 U
4-Bromophenyl phenyl ether	ug/L		0.897 U	0.700 U	0.648 U	0.565 U	0.593 U	0.897 U	0.795 U
4-Chloro-3-methylphenol	ug/L		1.08 U	0.840 U	0.778 U	0.677 U	0.712 U	1.08 U	0.955 U
4-Chlorophenyl phenyl ether	ug/L		0.885 U	0.690 U	0.639 U	0.556 U	0.585 U	0.885 U	0.784 U
4-Nitrophenol	ug/L	60	9.74 U	7.60 U	7.04 U	6.13 U	6.44 U	9.74 U	8.64 U
Acenaphthene	ug/L	400	0.821 U	0.640 U	0.593 U	0.516 U	0.542 U	0.821 U	6.74 J
Acenaphthylene	ug/L		0.923 U	0.720 U	0.667 U	0.581 U	0.610 U	0.923 U	0.818 U
Anthracene	ug/L	2000	1.12 U	0.870 U	0.806 U	0.702 U	0.737 U	1.12 U	4.27 J
Benzo(a)anthracene	ug/L		1.09 U	0.850 U	0.787 U	0.685 U	0.720 U	1.09 U	0.966 U
Benzo(a)pyrene	ug/L		10.4 U	8.10 U	7.50 U	6.53 U	6.86 U	10.4 U	9.20 U
Benzo(b)fluoranthene	ug/L		6.28 U	4.90 U	4.54 U	3.95 U	4.15 U	6.28 U	5.57 U
Benzo(g,h,i)perylene	ug/L		8.08 U	6.30 U	5.83 U	5.08 U	5.34 U	8.08 U	7.16 U
Benzo(k)fluoranthene	ug/L		2.82 U	2.20 U	2.04 U	1.77 U	1.86 U	2.82 U	2.50 U
bis(2-Chloroethoxy)methane	ug/L		0.974 U	0.760 U	0.704 U	0.613 U	0.644 U	0.974 U	0.864 U
bis(2-Chloroethyl)ether	ug/L	0.3	1.05 U	0.820 U	0.759 U	0.661 U	0.695 U	1.05 U	0.932 U
bis(2-Ethylhexyl)phthalate (DEHP)	ug/L	6	7.05 U	5.50 U	5.09 U	4.44 U	4.66 U	7.05 U	6.25 U
Butyl benzylphthalate (BBP)	ug/L	100	6.92 U	5.40 U	5.00 U	4.35 U	4.58 U	6.92 U	6.14 U
Chrysene	ug/L		1.12 U	0.870 U	0.806 U	0.702 U	0.737 U	1.12 U	0.989 U
Dibenz(a,h)anthracene	ug/L		5.00 U	3.90 U	3.61 U	3.15 U	3.31 U	5.00 U	4.43 U
Diethyl phthalate	ug/L	6000	2.18 U	1.70 U	1.57 U	1.38 J	1.44 U	2.18 U	1.93 U
Dimethyl phthalate	ug/L	70000	1.28 U	1.00 U	0.926 U	0.806 U	0.847 U	1.28 U	1.14 U
Di-n-butylphthalate (DBP)	ug/L	700	7.18 U	5.60 U	5.19 U	4.52 U	4.75 U	7.18 U	6.36 U
Di-n-octyl phthalate (DnOP)	ug/L		8.97 U	7.00 U	6.48 U	5.65 U	6.28 J	8.97 U	7.95 U
Fluoranthene	ug/L	300	2.18 U	1.70 U	1.57 U	1.37 U	1.44 U	2.18 U	1.93 U
Fluorene	ug/L	300	1.01 U	0.790 U	0.731 U	0.637 U	0.669 U	1.01 U	9.12 J
Hexachlorobenzene	ug/L	0.2	0.897 U	0.700 U	0.648 U	0.565 U	0.593 U	0.897 U	0.795 U
Hexachlorobutadiene	ug/L	1	1.10 U	0.860 U	0.796 U	0.694 U	0.729 U	1.10 U	0.977 U
Hexachlorocyclopentadiene	ug/L	50	6.54 U	5.10 U	4.72 U	4.11 U	4.32 U	6.54 U	5.80 U
Hexachloroethane	ug/L	1	1.24 U	0.970 U	0.898 U	0.782 U	0.822 U	1.24 U	1.10 U
Indeno(1,2,3-cd)pyrene	ug/L		5.38 U	4.20 U	3.89 U	3.39 U	3.56 U	5.38 U	4.77 U

TABLE 4
GROUNDWATER SAMPLE ANALYTICAL SUMMARY
VOLATILE AND SEMI-VOLATILE ORGANIC COMPOUNDS
21710 INDUSTRIAL BOULEVARD
ROGERS MINNESOTA

Site			**12599601**	**12599601**	**12599601**	**12599601**	**12599601**	**12599601**	**12599601**
Sample Location		**Cleanup Values Risk Evaluation**	**SB-6**	**SB-8**	**SB-9**	**SB-10**	**SB-2**	**SB-3**	**SB-5**
Sample Identification			**W-221129-BD-01**	**W-221129-BD-02**	**W-221207-BD-05**	**W-221207-BD-06**	**W-221207-BD-07**	**W-221207-BD-08**	**W-221207-BD-10**
Sample Date		**a**	**11/29/2022**	**11/29/2022**	**12/7/2022**	**12/7/2022**	**12/7/2022**	**12/7/2022**	**12/7/2022**
Parameters	**Units**								
Isophorone	ug/L	100	1.19 U	0.930 U	0.861 U	0.750 U	0.788 U	1.19 U	1.06 U
Naphthalene	ug/L	300	7.82 U	6.10 U	5.65 U	22.6	5.17 U	7.82 U	**326[a]**
Nitrobenzene	ug/L		1.03 U	0.800 U	0.741 U	0.645 U	0.678 U	1.03 U	0.909 U
N-Nitrosodimethylamine	ug/L		0.923 U	0.720 U	0.667 U	0.581 U	0.610 U	0.923 U	0.818 U
N-Nitrosodi-n-propylamine	ug/L		1.18 U	0.920 U	0.852 U	0.742 U	0.780 U	1.18 U	1.05 U
N-Nitrosodiphenylamine	ug/L	70	0.962 U	0.750 U	0.694 U	0.605 U	0.636 U	0.962 U	0.852 U
Pentachlorophenol	ug/L	1	12.3 U	9.60 U	8.89 U	7.74 U	8.14 U	12.3 U	10.9 U
Phenanthrene	ug/L		1.01 U	0.790 U	0.731 U	0.637 U	0.669 U	1.01 U	15.9
Phenol	ug/L	4000	1.41 U	1.10 U	1.02 U	0.887 U	0.932 U	1.41 U	1.25 U
Pyrene	ug/L	200	1.01 U	0.790 U	0.731 U	0.637 U	0.669 U	1.01 U	2.40 J
Volatile Organic Compounds (VOCs)									
1,1,1-Trichloroethane	ug/L	9000	0.950 U	0.950 U	0.190 U	0.190 U	0.190 U	0.190 U	0.190 U
1,1,2,2-Tetrachloroethane	ug/L	2	2.35 U	2.35 U	0.470 U	0.470 U	0.470 U	0.470 U	0.470 U
1,1,2-Trichloroethane	ug/L	3	2.25 U	2.25 U	0.450 U	0.450 U	0.450 U	0.450 U	0.450 U
1,1-Dichloroethane	ug/L	100	1.10 U	1.10 U	0.220 U	0.220 U	0.220 U	0.220 U	0.220 U
1,1-Dichloroethene	ug/L	200	2.80 U	2.80 U	0.560 U	0.560 U	0.560 U	0.560 U	0.560 U
1,2-Dichloroethane	ug/L	4	1.95 U	1.95 U	0.390 U	0.390 U	0.390 U	0.390 U	**43.5[a]**
1,2-Dichloroethene (total)	ug/L		1.35 U	1.35 U	0.270 U	0.270 U	0.270 U	0.270 U	0.270 U
1,2-Dichloropropane	ug/L	5	1.35 U	1.35 U	0.270 U	0.270 U	0.270 U	0.270 U	0.270 U
2-Chloroethyl vinyl ether	ug/L		8.50 U	8.50 U	1.70 U	1.70 U	1.70 U	1.70 U	1.70 U
Acrolein	ug/L		18.0 U	18.0 U	3.60 U	3.60 U	3.60 U	3.60 U	3.60 U
Acrylonitrile	ug/L	0.6	11.0 U	11.0 U	2.20 U	2.20 U	2.20 U	2.20 U	2.20 U
Benzene	ug/L	2	1.10 U	1.10 U	0.220 U	**366[a]**	0.220 U	0.220 U	**314[a]**
Bromodichloromethane	ug/L	6	1.95 U	1.95 U	0.390 U	0.390 U	0.390 U	0.390 U	0.390 U
Bromoform	ug/L	40	3.90 U	3.90 U	0.780 U	0.780 U	0.780 U	0.780 U	7.80 U
Bromomethane (Methyl bromide)	ug/L	10	5.50 U	5.50 U	1.10 U	1.10 U	1.10 U	1.10 U	1.10 U
Carbon tetrachloride	ug/L	1	3.25 U	3.25 U	0.650 U	0.650 U	0.650 U	0.650 U	0.650 U
Chlorobenzene	ug/L	100	2.00 U	2.00 U	0.400 U	0.400 U	0.400 U	0.400 U	0.400 U
Chloroethane	ug/L		3.95 U	3.95 U	0.790 U	0.790 U	0.790 U	0.790 U	0.790 U
Chloroform (Trichloromethane)	ug/L	30	6.50 U	6.50 U	1.30 U	1.30 U	1.30 U	1.30 U	1.30 U
Chloromethane (Methyl chloride)	ug/L	30	3.05 U	3.05 U	0.610 U	0.610 U	0.610 U	0.610 U	0.610 U
cis-1,3-Dichloropropene	ug/L		1.25 U	1.25 U	0.250 U	0.250 U	0.250 U	0.250 U	0.250 U
Dibromochloromethane	ug/L	10	3.75 U	3.75 U	0.750 U	0.750 U	0.750 U	0.750 U	0.750 U
Ethylbenzene	ug/L	50	1.55 U	1.55 U	0.310 U	**312[a]**	0.415 J	0.310 U	**1380[a]**
Methylene chloride	ug/L	5	8.50 U	8.50 U	1.70 U	1.70 U	1.70 U	1.70 U	1.70 U
Tetrachloroethene	ug/L	5	2.40 U	2.40 U	0.480 U	0.480 U	0.480 U	0.480 U	0.480 U
Toluene	ug/L	200	2.15 U	2.15 U	0.430 U	15.8	0.430 U	0.430 U	23.7
trans-1,3-Dichloropropene	ug/L		2.80 U	2.80 U	0.560 U	0.560 U	0.560 U	0.560 U	0.560 U
Trichloroethene	ug/L	5	2.15 U	2.15 U	0.430 U	0.430 U	0.430 U	0.430 U	0.430 U
Vinyl chloride	ug/L	0.2	0.900 U	0.900 U	0.180 U	0.180 U	0.180 U	0.180 U	0.180 U

Notes:
U - Not detected at the associated reporting limit.
J - Estimated concentration.

(1) - Minnesota Pollution Control Agency, Remediation Division, Screening Soil Leaching values (SLV), June 2013

TABLE 5
GROUNDWATER SAMPLE ANALYTICAL SUMMARY
METALS AND PCBs
21710 INDUSTRIAL BOULEVARD
ROGERS MINNESOTA

Site			12599601	12599601	12599601	12599601	12599601	12599601	12599601
Sample Location		Cleanup Values Risk Evaluation	SB-6	SB-8	SB-9	SB-10	SB-2	SB-3	SB-5
Sample Identification			W-221129-BD-01	W-221129-BD-02	W-221207-BD-05	W-221207-BD-06	W-221207-BD-07	W-221207-BD-08	W-221207-BD-10
Sample Date		a	11/29/2022	11/29/2022	12/7/2022	12/7/2022	12/7/2022	12/7/2022	12/7/2022
Parameters	Units								
Metals									
Aluminum	ug/L	50	**4020[a]**	**2790[a]**	**30400[a]**	**17300[a]**	**8180[a]**	**60400[a]**	**219000[a]**
Aluminum (dissolved)	ug/L	50	500 U	100 U	100 U	100 U	100 U	100 U	100 U
Antimony	ug/L	6	76.0 U	38.0 U	38.0 U	38.0 U	38.0 U	38.0 U	38.0 U
Antimony (dissolved)	ug/L	6	190 U	38.0 U	38.0 U	38.0 U	38.0 U	38.0 U	38.0 U
Arsenic	ug/L	10	86.0 U	43.0 U	43.0 U	43.0 U	43.0 U	**116[a]**	**169[a]**
Arsenic (dissolved)	ug/L	10	215 U	43.0 U	43.0 U	43.0 U	43.0 U	43.0 U	43.0 U
Barium	ug/L	2000	1910	1200	943	1620	599	1450	**3710[a]**
Barium (dissolved)	ug/L	2000	442	227	408	1160	448	533	525
Beryllium	ug/L	0.08	9.40 U	4.70 U	4.70 U	4.70 U	4.70 U	4.70 U	4.70 U
Beryllium (dissolved)	ug/L	0.08	23.5 U	4.70 U	4.70 U	4.70 U	4.70 U	4.70 U	4.70 U
Cadmium	ug/L	4	15.6 U	7.80 U	7.80 U	7.80 U	7.80 U	7.80 U	7.80 U
Cadmium (dissolved)	ug/L	4	39.0 U	7.80 U	7.80 U	7.80 U	7.80 U	7.80 U	7.80 U
Calcium	ug/L		1120000	845000	358000	181000	291000	721000	724000
Calcium (dissolved)	ug/L		211000	144000	157000	101000	255000	294000	141000
Chromium	ug/L	100	12.0 U	6.84 J	55.8	29.8	17.9 J	**129[a]**	**663[a]**
Chromium (dissolved)	ug/L	100	30.0 U	6.00 U	6.00 U	6.00 U	6.00 U	6.00 U	6.00 U
Cobalt	ug/L	30	13.2 J	**32.0[a]**	**46.1[a]**	19.0	20.3	**51.7[a]**	**224[a]**
Cobalt (dissolved)	ug/L	30	25.0 U	5.00 U	16.0	7.51	12.8	6.95 J	7.55
Copper	ug/L	1000	18.2 U	13.2 J	87.9	52.8	15.0 J	191	690
Copper (dissolved)	ug/L	1000	45.5 U	9.10 U	9.10 U	9.10 U	9.10 U	9.10 U	9.10 U
Iron	ug/L	300	**2470[a]**	**2380[a]**	**58600[a]**	**29700[a]**	**15600[a]**	**174000[a]**	**421000[a]**
Iron (dissolved)	ug/L	300	1050 U	210 U	**1040[a]**	**869[a]**	210 U	210 U	**1600[a]**
Lead	ug/L		48.0 U	24.0 U	27.7 J	24.0 U	24.0 U	84.0 J	333
Lead (dissolved)	ug/L		120 U	24.0 U	24.0 U	24.0 U	24.0 U	24.0 U	24.0 U
Magnesium	ug/L		232000	113000	138000	60400	94800	176000	250000
Magnesium (dissolved)	ug/L		87900	46100	55000	32300	81100	84500	43100
Manganese	ug/L	300	**3960[a]**	**4710[a]**	**13700[a]**	**7220[a]**	**3840[a]**	**4540[a]**	**26700[a]**
Manganese (dissolved)	ug/L	300	**463[a]**	**774[a]**	**8960[a]**	**3450[a]**	**3150[a]**	**1010[a]**	**3300[a]**
Mercury	ug/L	2	0.11 U	0.11 U	0.327	0.11 U	0.11 U	0.871	0.865
Mercury (dissolved)	ug/L	2	0.11 U	0.11 U	0.11 U	0.11 U	0.11 U	0.11 U	0.11 U
Nickel	ug/L	100	66.1 J	89.8	**138[a]**	60.3	58.0	**206[a]**	**600[a]**
Nickel (dissolved)	ug/L	100	75.0 U	17.8 J	38.2 J	15.0 U	34.9 J	23.9 J	15.0 U
Potassium	ug/L		3280	6610	7070	6180	10400	13200	34700
Potassium (dissolved)	ug/L		2220 J	4440	1500	1920	8020	3750	6460
Selenium	ug/L	30	84.0 U	42.0 U	42.0 U	42.0 U	42.0 U	42.0 U	42.0 U
Selenium (dissolved)	ug/L	30	210 U	42.0 U	42.0 U	42.0 U	42.0 U	42.0 U	42.0 U
Silver	ug/L	30	17.4 U	8.70 U	8.70 U	8.70 U	8.70 U	8.70 U	8.70 U
Silver (dissolved)	ug/L	30	43.5 U	8.70 U	8.70 U	8.70 U	8.70 U	8.70 U	8.70 U
Sodium	ug/L		158000	108000	105000	28100	162000	341000	33500
Sodium (dissolved)	ug/L		143000	102000	98700	26800	164000	351000	23700
Thallium	ug/L	0.6	86.0 U	43.0 U	43.0 U	43.0 U	43.0 U	43.0 U	43.0 U
Thallium (dissolved)	ug/L	0.6	215 U	43.0 U	43.0 U	43.0 U	43.0 U	43.0 U	43.0 U
Vanadium	ug/L	50	24.0 U	12.0 U	**139[a]**	**80.9[a]**	36.7 J	**314[a]**	**751[a]**
Vanadium (dissolved)	ug/L	50	60.0 U	12.0 U	12.0 U	12.0 U	12.0 U	12.0 U	12.0 U
Zinc	ug/L	2000	44.0 U	29.8 J	229	142	59.9	728	**2300[a]**

TABLE 5
GROUNDWATER SAMPLE ANALYTICAL SUMMARY
METALS AND PCBs
21710 INDUSTRIAL BOULEVARD
ROGERS MINNESOTA

Site			**12599601**	**12599601**	**12599601**	**12599601**	**12599601**	**12599601**	**12599601**
Sample Location		**Cleanup Values Risk Evaluation**	**SB-6**	**SB-8**	**SB-9**	**SB-10**	**SB-2**	**SB-3**	**SB-5**
Sample Identification			**W-221129-BD-01**	**W-221129-BD-02**	**W-221207-BD-05**	**W-221207-BD-06**	**W-221207-BD-07**	**W-221207-BD-08**	**W-221207-BD-10**
Sample Date		**a**	**11/29/2022**	**11/29/2022**	**12/7/2022**	**12/7/2022**	**12/7/2022**	**12/7/2022**	**12/7/2022**
Parameters	**Units**								
Zinc (dissolved)	ug/L	2000	110 U	22.0 U	22.0 U	22.0 U	22.0 U	22.0 U	22.0 U
PCBs									
Aroclor-1016 (PCB-1016)	ug/L		0.170 U	0.170 U	0.170 U	0.144 U	0.149 U	0.157 U	0.173 U
Aroclor-1221 (PCB-1221)	ug/L		0.170 U	0.170 U	0.170 U	0.144 U	0.149 U	0.157 U	0.173 U
Aroclor-1232 (PCB-1232)	ug/L		0.170 U	0.170 U	0.170 U	0.144 U	0.149 U	0.157 U	0.173 U
Aroclor-1242 (PCB-1242)	ug/L		0.170 U	0.170 U	0.170 U	0.144 U	0.149 U	0.157 U	0.173 U
Aroclor-1248 (PCB-1248)	ug/L		0.110 U	0.110 U	0.110 U	0.0932 U	0.0965 U	0.102 U	0.112 U
Aroclor-1254 (PCB-1254)	ug/L		0.110 U	0.110 U	0.110 U	0.0932 U	0.0965 U	0.102 U	0.112 U
Aroclor-1260 (PCB-1260)	ug/L		0.110 U	0.110 U	0.110 U	0.0932 U	0.0965 U	0.102 U	0.112 U
Aroclor-1268 (PCB-1268)	ug/L		0.110 U	0.110 U	0.110 U	0.0932 U	0.0965 U	0.102 U	0.112 U
Total PCBs	ug/L	0.04	ND	ND	-	-	-	-	-

TABLE 6
GROUNDWATER SAMPLE ANALYTICAL SUMMARY
PESTICIEDS
21710 INDUSTRIAL BOULEVARD
ROGERS MINNESOTA

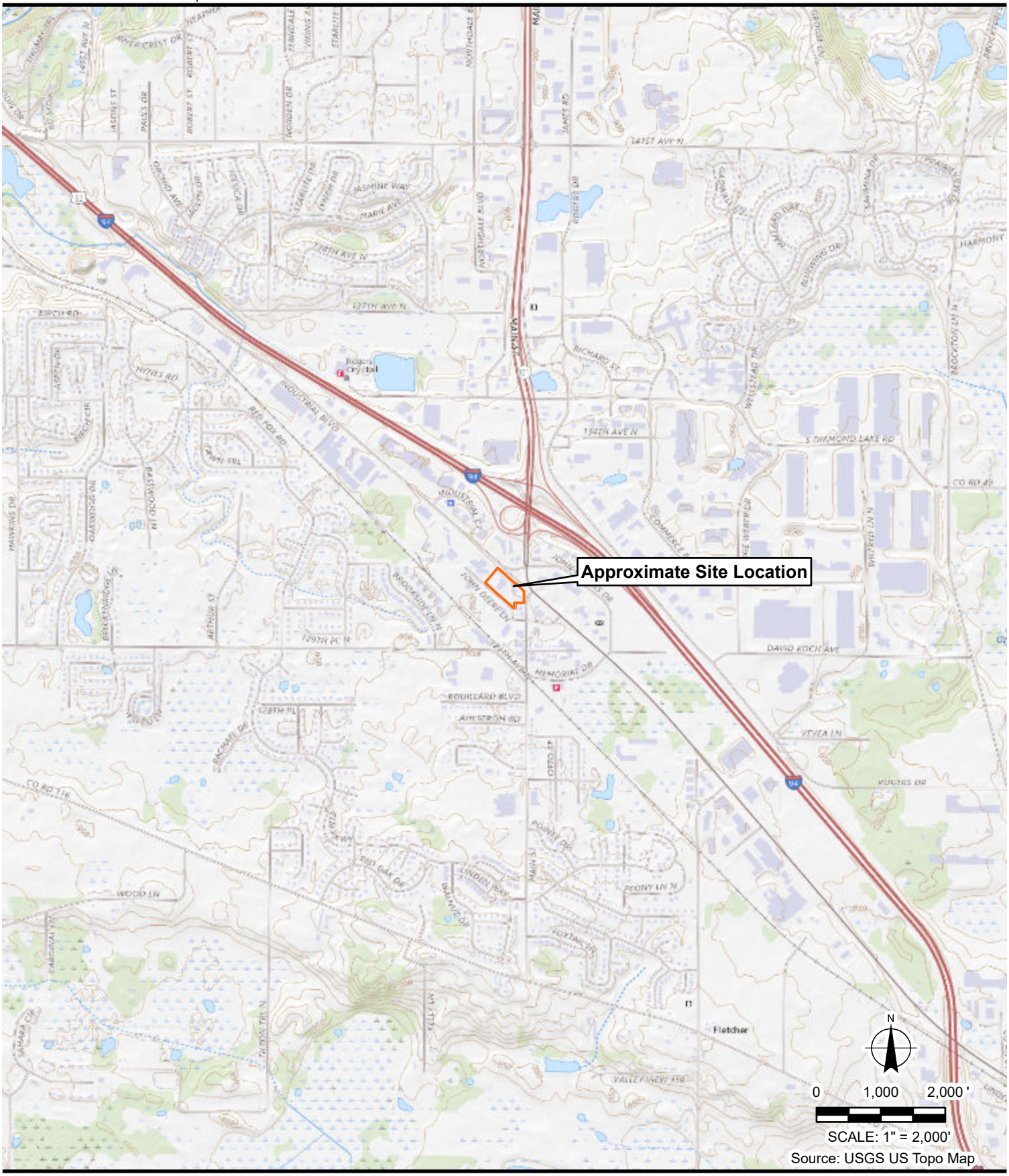
Site			12599601	12599601
Sample Location		Cleanup Values Risk Evaluation	SB-6	SB-8
Sample Identification			W-221129-BD-01	W-221129-BD-02
Sample Date		a	11/29/2022	11/29/2022
Parameters	Units			
Pesticides				
4,4'-DDD	ug/L	1	0.0270 U	0.0270 U
4,4'-DDE	ug/L	1	0.0270 U	0.0270 U
4,4'-DDT	ug/L	1	0.0420 U	0.0420 U
Aldrin	ug/L	0.02	0.0320 U	0.0320 U
alpha-BHC	ug/L	0.06	0.0290 U	0.0290 U
beta-BHC	ug/L	0.2	0.0370 U	0.0370 U
Chlordane, technical	ug/L		0.810 U	0.810 U
delta-BHC	ug/L		0.0270 U	0.0270 U
Dieldrin	ug/L	0.006	0.0260 U	0.0260 U
Endosulfan I	ug/L		0.0330 U	0.0330 U
Endosulfan II	ug/L		0.0290 U	0.0290 U
Endosulfan sulfate	ug/L		0.0300 U	0.0300 U
Endrin	ug/L	2	0.0260 U	0.0260 U
Endrin aldehyde	ug/L		0.0290 U	0.0290 U
gamma-BHC (lindane)	ug/L	0.2	0.0360 U	0.0360 U
Heptachlor	ug/L	0.08	0.0330 U	0.0330 U
Heptachlor epoxide	ug/L	0.04	0.0290 U	0.0290 U
Methoxychlor	ug/L	40	0.0410 U	0.0410 U
Toxaphene	ug/L	0.3	0.690 U	0.690 U

Appendix C

2023 Braun Intertec Phase II ESA Figures, Tables, and Boring Logs

Figures

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Project No: B2308306

Drawing No: Fig1_SiteLocation

Drawn By:	ZS
Date Drawn:	9/14/2023
Checked By:	KLC
Last Modified:	11/1/2023

Rogers Redevelopment

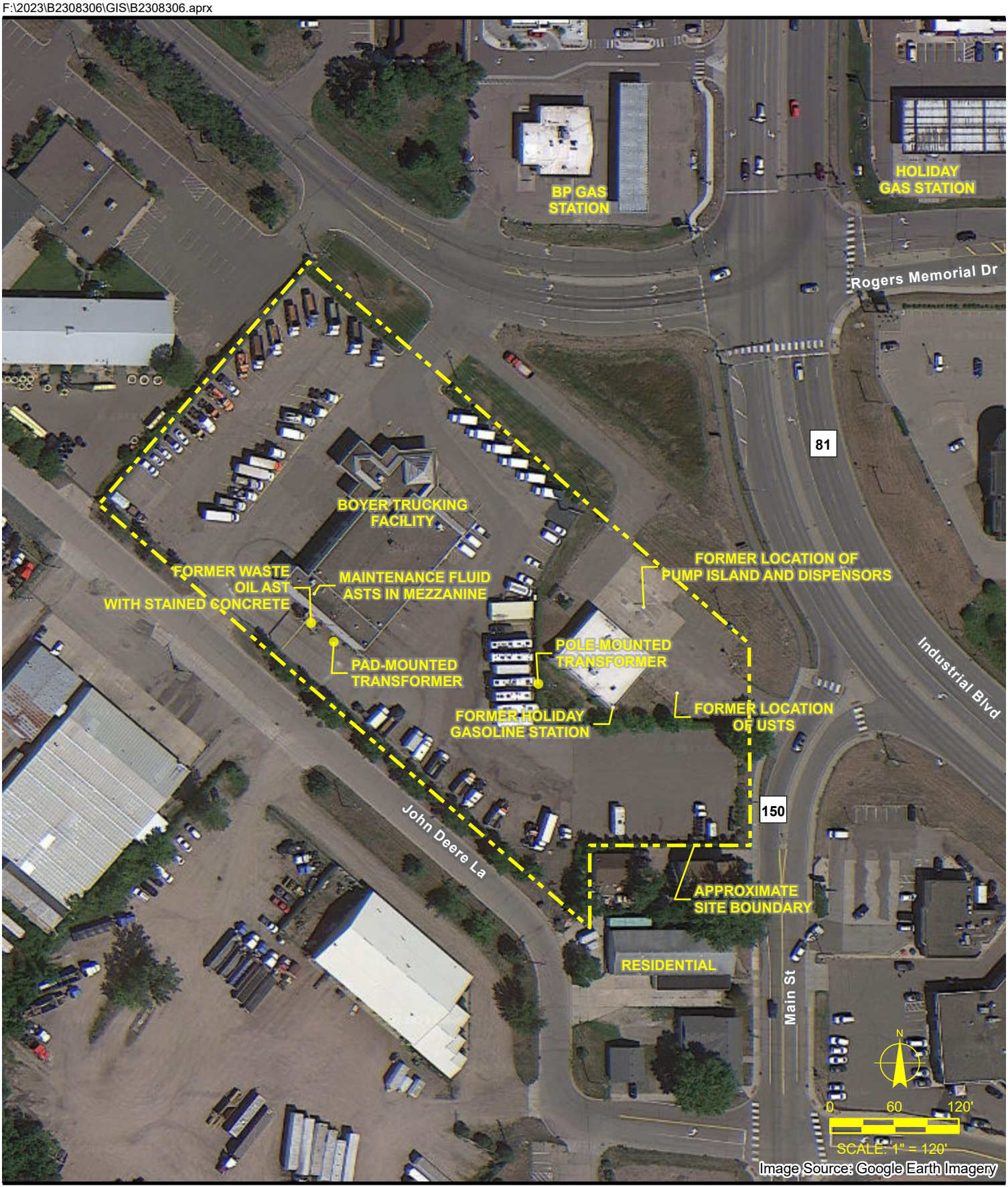
21701 Industrial Boulevard, 13013 Main Street, and 13017 Main Street

Rogers, Minnesota

Site Location Map

Figure 1

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Project No:	B2308306
Drawing No:	Fig2_SiteLayout
Drawn By:	ZS
Date Drawn:	9/14/2023
Checked By:	KLC
Last Modified:	11/1/2023

Rogers Redevelopment

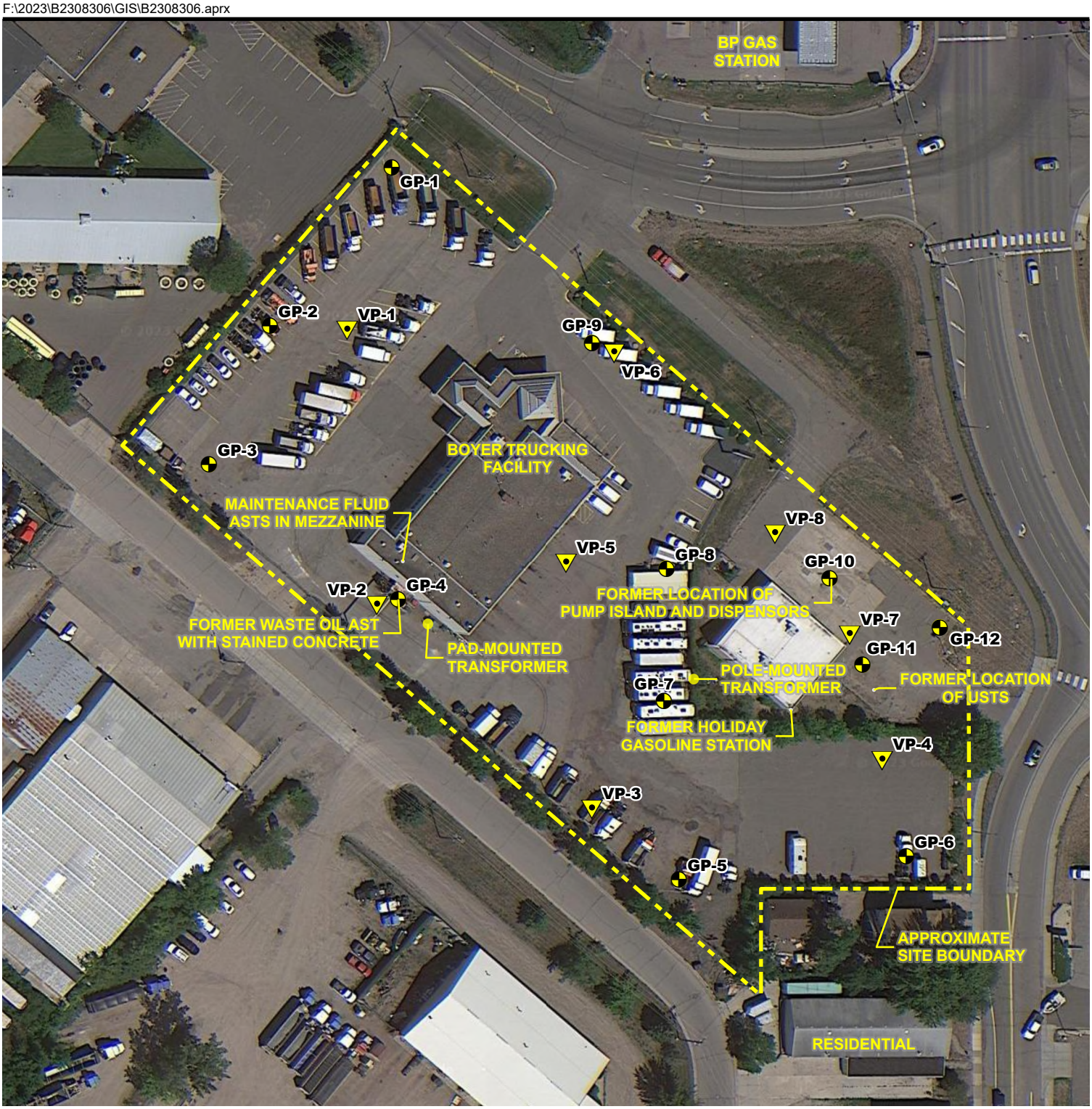
21701 Industrial Boulevard, 13013 Main Street, and 13017 Main Street

Rogers, Minnesota

Site Layout

Figure 2

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Soil Boring
Soil Vapor Probe
Approximate Site Boundary

N

0 50 100 '

SCALE: 1" = 100'

Source: Google Earth Imagery

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Project No: B2308306

Drawing No: Fig3_InvLocations

Drawn By:	ZS
Date Drawn:	9/14/2023
Checked By:	KLC
Last Modified:	11/1/2023

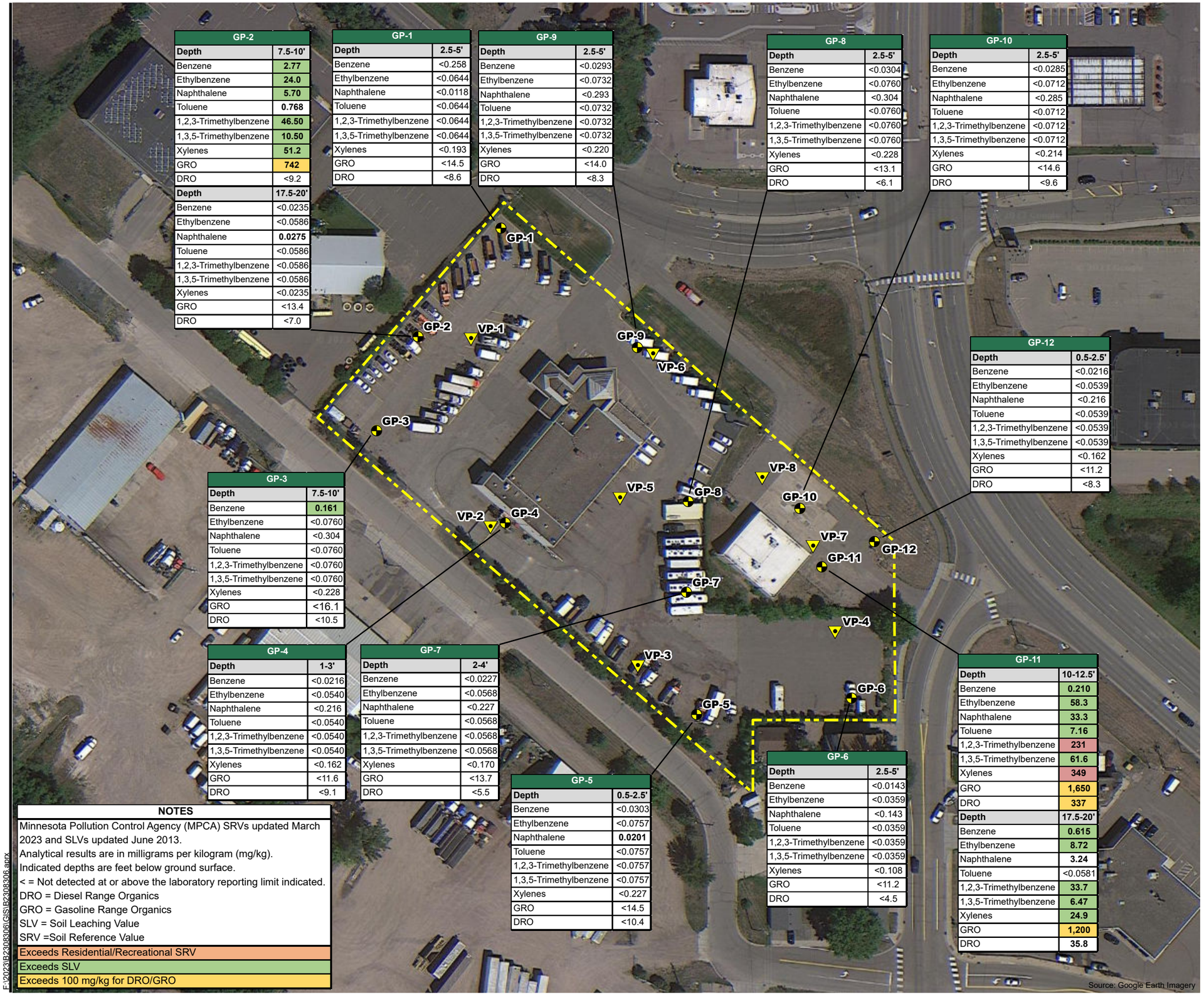
Rogers Redevelopment

21701 Industrial Boulevard, 13013 Main Street, and 13017 Main Street

Rogers, Minnesota

Investigation Location Sketch

Figure 3



GP-2	
Depth	**7.5-10'**
Benzene	**2.77**
Ethylbenzene	**24.0**
Naphthalene	**5.70**
Toluene	**0.768**
1,2,3-Trimethylbenzene	**46.50**
1,3,5-Trimethylbenzene	**10.50**
Xylenes	**51.2**
GRO	**742**
DRO	<9.2
Depth	**17.5-20'**
Benzene	<0.0235
Ethylbenzene	<0.0586
Naphthalene	**0.0275**
Toluene	<0.0586
1,2,3-Trimethylbenzene	<0.0586
1,3,5-Trimethylbenzene	<0.0586
Xylenes	<0.0235
GRO	<13.4
DRO	<7.0

GP-1	
Depth	**2.5-5'**
Benzene	<0.258
Ethylbenzene	<0.0644
Naphthalene	<0.0118
Toluene	<0.0644
1,2,3-Trimethylbenzene	<0.0644
1,3,5-Trimethylbenzene	<0.0644
Xylenes	<0.193
GRO	<14.5
DRO	<8.6

GP-9	
Depth	**2.5-5'**
Benzene	<0.0293
Ethylbenzene	<0.0732
Naphthalene	<0.293
Toluene	<0.0732
1,2,3-Trimethylbenzene	<0.0732
1,3,5-Trimethylbenzene	<0.0732
Xylenes	<0.220
GRO	<14.0
DRO	<8.3

GP-8	
Depth	**2.5-5'**
Benzene	<0.0304
Ethylbenzene	<0.0760
Naphthalene	<0.304
Toluene	<0.0760
1,2,3-Trimethylbenzene	<0.0760
1,3,5-Trimethylbenzene	<0.0760
Xylenes	<0.228
GRO	<13.1
DRO	<6.1

GP-10	
Depth	**2.5-5'**
Benzene	<0.0285
Ethylbenzene	<0.0712
Naphthalene	<0.285
Toluene	<0.0712
1,2,3-Trimethylbenzene	<0.0712
1,3,5-Trimethylbenzene	<0.0712
Xylenes	<0.214
GRO	<14.6
DRO	<9.6

GP-12	
Depth	**0.5-2.5'**
Benzene	<0.0216
Ethylbenzene	<0.0539
Naphthalene	<0.216
Toluene	<0.0539
1,2,3-Trimethylbenzene	<0.0539
1,3,5-Trimethylbenzene	<0.0539
Xylenes	<0.162
GRO	<11.2
DRO	<8.3

GP-3	
Depth	**7.5-10'**
Benzene	**0.161**
Ethylbenzene	<0.0760
Naphthalene	<0.304
Toluene	<0.0760
1,2,3-Trimethylbenzene	<0.0760
1,3,5-Trimethylbenzene	<0.0760
Xylenes	<0.228
GRO	<16.1
DRO	<10.5

GP-4	
Depth	**1-3'**
Benzene	<0.0216
Ethylbenzene	<0.0540
Naphthalene	<0.216
Toluene	<0.0540
1,2,3-Trimethylbenzene	<0.0540
1,3,5-Trimethylbenzene	<0.0540
Xylenes	<0.162
GRO	<11.6
DRO	<9.1

GP-7	
Depth	**2-4'**
Benzene	<0.0227
Ethylbenzene	<0.0568
Naphthalene	<0.227
Toluene	<0.0568
1,2,3-Trimethylbenzene	<0.0568
1,3,5-Trimethylbenzene	<0.0568
Xylenes	<0.170
GRO	<13.7
DRO	<5.5

GP-5	
Depth	**0.5-2.5'**
Benzene	<0.0303
Ethylbenzene	<0.0757
Naphthalene	**0.0201**
Toluene	<0.0757
1,2,3-Trimethylbenzene	<0.0757
1,3,5-Trimethylbenzene	<0.0757
Xylenes	<0.227
GRO	<14.5
DRO	<10.4

GP-6	
Depth	**2.5-5'**
Benzene	<0.0143
Ethylbenzene	<0.0359
Naphthalene	<0.143
Toluene	<0.0359
1,2,3-Trimethylbenzene	<0.0359
1,3,5-Trimethylbenzene	<0.0359
Xylenes	<0.108
GRO	<11.2
DRO	<4.5

GP-11	
Depth	**10-12.5'**
Benzene	**0.210**
Ethylbenzene	**58.3**
Naphthalene	**33.3**
Toluene	**7.16**
1,2,3-Trimethylbenzene	**231**
1,3,5-Trimethylbenzene	**61.6**
Xylenes	**349**
GRO	**1,650**
DRO	**337**
Depth	**17.5-20'**
Benzene	**0.615**
Ethylbenzene	**8.72**
Naphthalene	**3.24**
Toluene	<0.0581
1,2,3-Trimethylbenzene	**33.7**
1,3,5-Trimethylbenzene	**6.47**
Xylenes	**24.9**
GRO	**1,200**
DRO	**35.8**

NOTES

Minnesota Pollution Control Agency (MPCA) SRVs updated March 2023 and SLVs updated June 2013.
Analytical results are in milligrams per kilogram (mg/kg).
Indicated depths are feet below ground surface.
< = Not detected at or above the laboratory reporting limit indicated.
DRO = Diesel Range Organics
GRO = Gasoline Range Organics
SLV = Soil Leaching Value
SRV =Soil Reference Value

Exceeds Residential/Recreational SRV
Exceeds SLV
Exceeds 100 mg/kg for DRO/GRO

Soil Vapor Probe
Soil Boring
Approximate Site Boundary

N

0 50 100 Feet
1" = 100 Feet

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Drawing Information

Project No: B2308306

Drawing No: Fig4a_Soil_Analytical_Petro

Drawn By:	ZS
Drawn Drawn:	11/1/2023
Checked By:	KLC
Last Modified:	11/1/2023

Project Information

Rogers Redevelopment

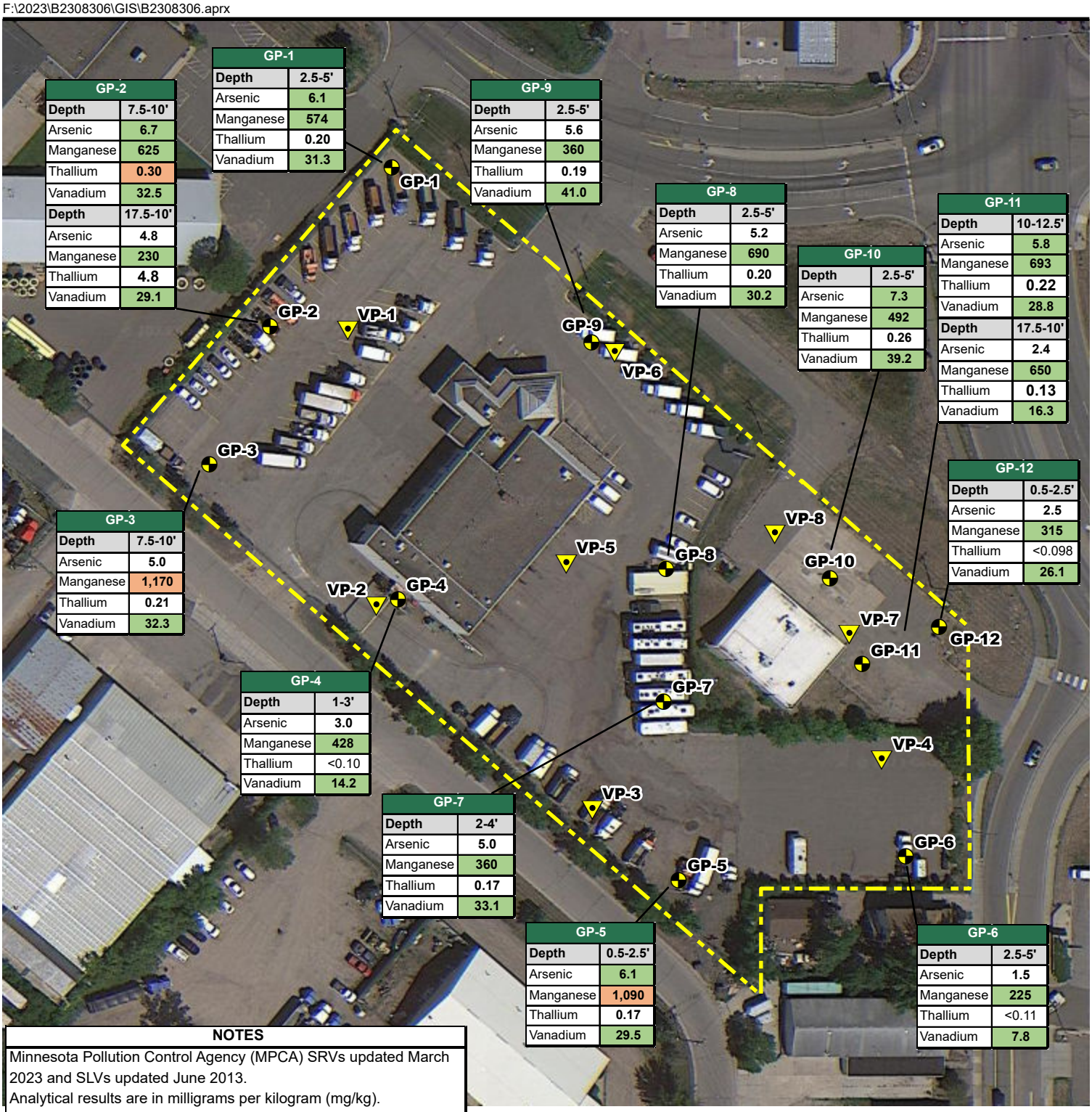
21701 Industrial Blvd, 13013 Main St, and 13017 Main St

Rogers, Minnesota

Soil Analytical Results - Petroleum Regulatory Exceedances

Figure 4a

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NOTES

Minnesota Pollution Control Agency (MPCA) SRVs updated March 2023 and SLVs updated June 2013.
Analytical results are in milligrams per kilogram (mg/kg).
Indicated depths are feet below ground surface.
< = Not detected at or above the laboratory reporting limit indicated.
DRO = Diesel Range Organics
GRO = Gasoline Range Organics
SLV = Soil Leaching Value
SRV =Soil Reference Value

Exceeds Residential/Recreational SRV
Exceeds SLV

Soil Vapor Probe
Soil Boring
Approximate Site Boundary

N

0 50 100 '

SCALE: 1" = 100'

Source: Google Earth Imagery

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Project No: B2308306

Drawing No: Fig4b_Soil_Analytical_Metal

Drawn By:	ZS
Date Drawn:	9/14/2023
Checked By:	KLC
Last Modified:	11/1/2023

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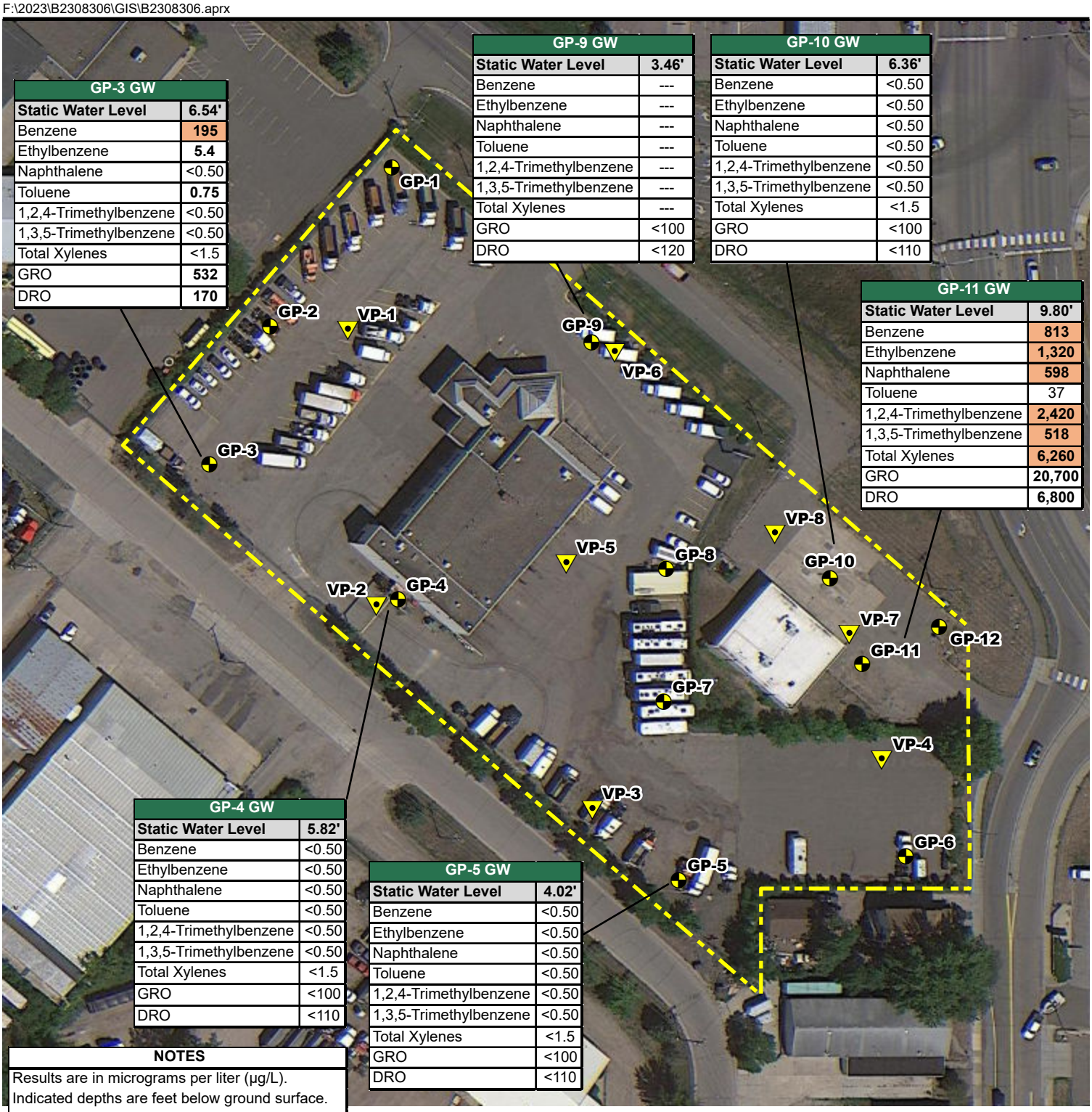
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Soil Analytical Results - Metals Regulatory Exceedances

Figure 4b

F:\2023\B2308306\GIS\B2308306.aprx



GP-3 GW	
Static Water Level	**6.54'**
Benzene	**195**
Ethylbenzene	**5.4**
Naphthalene	<0.50
Toluene	**0.75**
1,2,4-Trimethylbenzene	<0.50
1,3,5-Trimethylbenzene	<0.50
Total Xylenes	<1.5
GRO	**532**
DRO	**170**

GP-9 GW	
Static Water Level	**3.46'**
Benzene	---
Ethylbenzene	---
Naphthalene	---
Toluene	---
1,2,4-Trimethylbenzene	---
1,3,5-Trimethylbenzene	---
Total Xylenes	---
GRO	<100
DRO	<120

GP-10 GW	
Static Water Level	**6.36'**
Benzene	<0.50
Ethylbenzene	<0.50
Naphthalene	<0.50
Toluene	<0.50
1,2,4-Trimethylbenzene	<0.50
1,3,5-Trimethylbenzene	<0.50
Total Xylenes	<1.5
GRO	<100
DRO	<110

GP-11 GW	
Static Water Level	**9.80'**
Benzene	**813**
Ethylbenzene	**1,320**
Naphthalene	**598**
Toluene	37
1,2,4-Trimethylbenzene	**2,420**
1,3,5-Trimethylbenzene	**518**
Total Xylenes	**6,260**
GRO	**20,700**
DRO	**6,800**

GP-4 GW	
Static Water Level	**5.82'**
Benzene	<0.50
Ethylbenzene	<0.50
Naphthalene	<0.50
Toluene	<0.50
1,2,4-Trimethylbenzene	<0.50
1,3,5-Trimethylbenzene	<0.50
Total Xylenes	<1.5
GRO	<100
DRO	<110

GP-5 GW	
Static Water Level	**4.02'**
Benzene	<0.50
Ethylbenzene	<0.50
Naphthalene	<0.50
Toluene	<0.50
1,2,4-Trimethylbenzene	<0.50
1,3,5-Trimethylbenzene	<0.50
Total Xylenes	<1.5
GRO	<100
DRO	<110

NOTES

Results are in micrograms per liter (µg/L).
Indicated depths are feet below ground surface.
DWC = Drinking Water Criteria
DRO = Diesel Range Organics
GRO = Gasoline Range Organics
< = Not detected at or above the laboratory reporting limit indicated.
--- = Not analyzed or calculated for this parameter or not applicable.

Exceeds Drinking Water Criteria

Soil Vapor Probe
Soil Boring
Approximate Site Boundary

N

0 50 100 '

SCALE: 1" = 100'

Source: Google Earth Imagery

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Project No: B2308306

Drawing No: Fig5a_GW_Analytical_Petro

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Date Drawn:	9/14/2023
Checked By:	KLC
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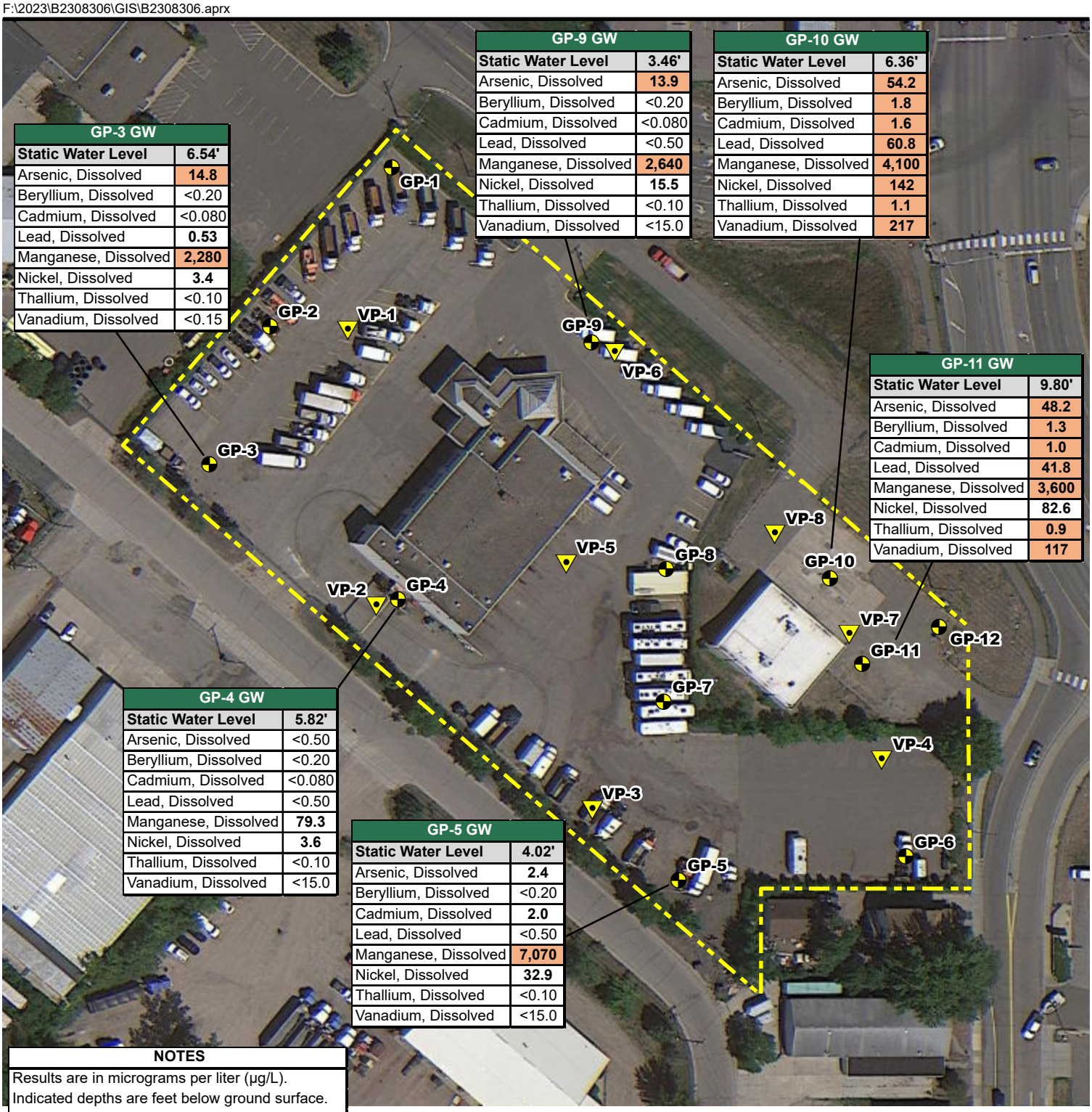
21701 Industrial Boulevard, 13013 Main Street, and 13017 Main Street

Rogers, Minnesota

Groundwater Analytical Results - Petroleum Regulatory Exceedances

Figure 5a

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GP-3 GW	
Static Water Level	6.54'
Arsenic, Dissolved	14.8
Beryllium, Dissolved	<0.20
Cadmium, Dissolved	<0.080
Lead, Dissolved	0.53
Manganese, Dissolved	2,280
Nickel, Dissolved	3.4
Thallium, Dissolved	<0.10
Vanadium, Dissolved	<0.15

GP-9 GW	
Static Water Level	3.46'
Arsenic, Dissolved	13.9
Beryllium, Dissolved	<0.20
Cadmium, Dissolved	<0.080
Lead, Dissolved	<0.50
Manganese, Dissolved	2,640
Nickel, Dissolved	15.5
Thallium, Dissolved	<0.10
Vanadium, Dissolved	<15.0

GP-10 GW	
Static Water Level	6.36'
Arsenic, Dissolved	54.2
Beryllium, Dissolved	1.8
Cadmium, Dissolved	1.6
Lead, Dissolved	60.8
Manganese, Dissolved	4,100
Nickel, Dissolved	142
Thallium, Dissolved	1.1
Vanadium, Dissolved	217

GP-11 GW	
Static Water Level	9.80'
Arsenic, Dissolved	48.2
Beryllium, Dissolved	1.3
Cadmium, Dissolved	1.0
Lead, Dissolved	41.8
Manganese, Dissolved	3,600
Nickel, Dissolved	82.6
Thallium, Dissolved	0.9
Vanadium, Dissolved	117

GP-4 GW	
Static Water Level	5.82'
Arsenic, Dissolved	<0.50
Beryllium, Dissolved	<0.20
Cadmium, Dissolved	<0.080
Lead, Dissolved	<0.50
Manganese, Dissolved	79.3
Nickel, Dissolved	3.6
Thallium, Dissolved	<0.10
Vanadium, Dissolved	<15.0

GP-5 GW	
Static Water Level	4.02'
Arsenic, Dissolved	2.4
Beryllium, Dissolved	<0.20
Cadmium, Dissolved	2.0
Lead, Dissolved	<0.50
Manganese, Dissolved	7,070
Nickel, Dissolved	32.9
Thallium, Dissolved	<0.10
Vanadium, Dissolved	<15.0

NOTES

Results are in micrograms per liter (µg/L).
Indicated depths are feet below ground surface.
DWC = Drinking Water Criteria
DRO = Diesel Range Organics
GRO = Gasoline Range Organics
< = Not detected at or above the laboratory reporting limit indicated.
--- = Not analyzed or calculated for this parameter or not applicable.

Exceeds Drinking Water Criteria

Soil Boring
Soil Vapor Probe
Approximate Site Boundary

N

0 50 100 '

SCALE: 1" = 100'

Source: Google Earth Imagery

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Project No: B2308306

Drawing No: Fig5b_GW_Analytical_Metal

Drawn By:	ZS
Date Drawn:	9/14/2023
Checked By:	KLC
Last Modified:	11/1/2023

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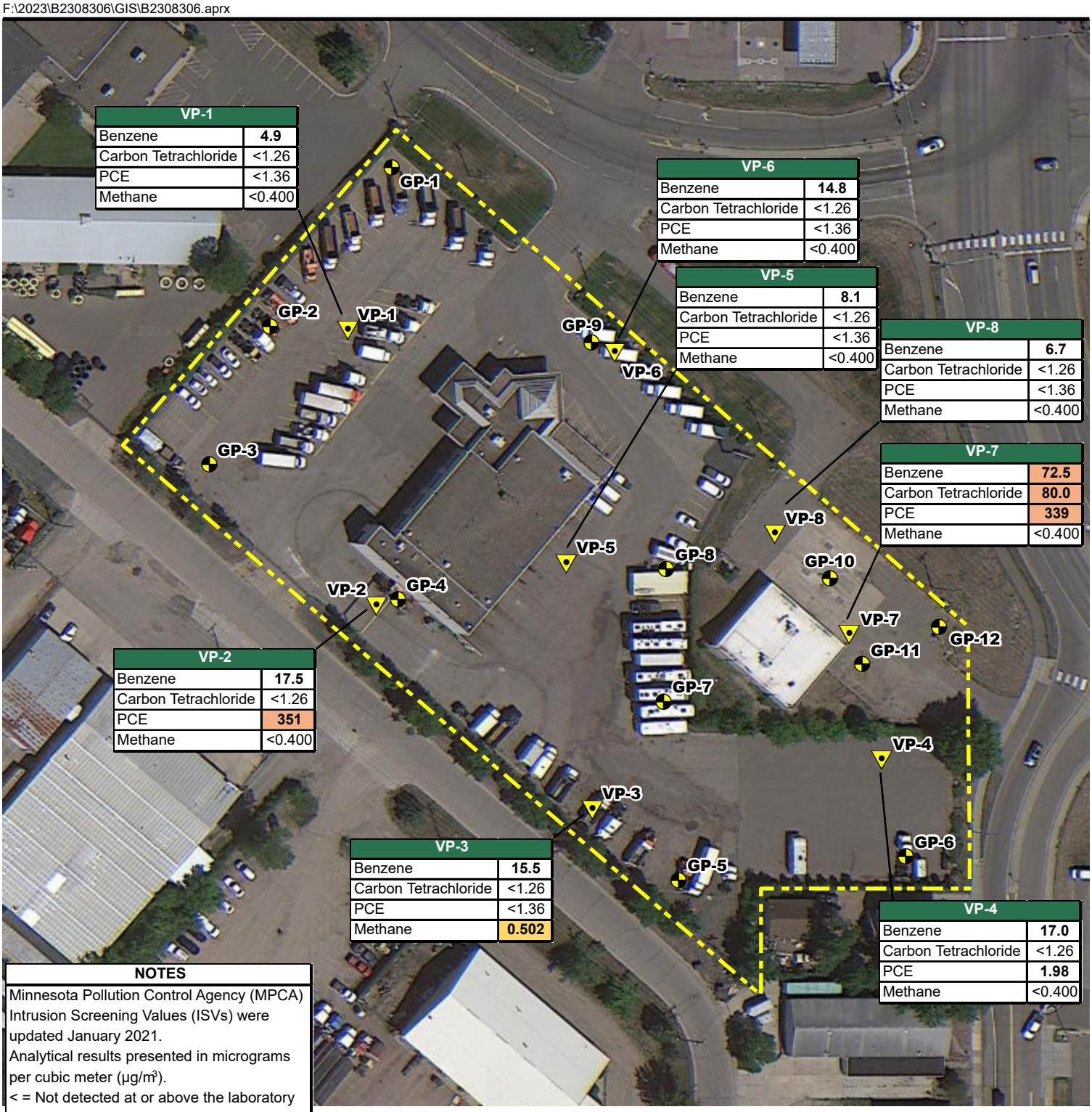
21701 Industrial Boulevard, 13013 Main Street, and 13017 Main Street

Rogers, Minnesota

Groundwater Analytical Results - Metals Regulatory Exceedances

Figure 5b

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NOTES
Minnesota Pollution Control Agency (MPCA) Intrusion Screening Values (ISVs) were updated January 2021.
Analytical results presented in micrograms per cubic meter (µg/m³).
< = Not detected at or above the laboratory reporting limit indicated.
Benzene Residnetial 33X ISV = 43 µg/m3
Carbon Tetrachloride 33X ISV = 57 µg/m3
Tetrachloroethene (PCE) Residential 33X ISV = 110 µg/m³
Methane MPCA Action Level = 0.5%
Exceeds 33X Residential ISV
Exceeds MPCA Action Level

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Project No: B2308306

Drawing No: Fig6_Vapor_Analytical

Drawn By:	ZS
Date Drawn:	9/14/2023
Checked By:	KLC
Last Modified:	11/1/2023

Rogers Redevelopment

21701 Industrial Boulevard, 13013 Main Street, and 13017 Main Street

Rogers, Minnesota

Soil Vapor Results - Regulatory Exceedances

Figure 6

Tables

Table 1
Soil Analytical Results
Rogers Redevelopment Project
Rogers, Minnesota
Project B2308306

Compound/Parameter	CAS No.	Sample Identifier and Date Collected										Residential/ Recreational SRV (mg/kg)	SLV (mg/kg)
		GP-1 (2.5-5)	**GP-2 (7.5-10)**	**GP-2 (17.5-20)**	**GP-3 (7.5-10)**	**GP-4 (1-3)**	**GP-5 (0.5-2.5)**	**GP-6 (2.5-5)**	**GP-7 (2-4)**	**GP-8 (2.5-5)**	**GP-9 (2.5-5)**		
		10/12/2023	10/12/2023	10/12/2023	10/12/2023	10/12/2023	10/12/2023	10/12/2023	10/12/2023	10/12/2023	10/12/2023		
Volatile Organic Compounds (VOCs) (mg/kg)													
Benzene	71-43-2	<0.0258	**2.77**	<0.0235	**0.161**	<0.0216	<0.0303	<0.0143	<0.0227	<0.0304	<0.0293	9.5	0.017
n-Butylbenzene	104-51-8	<0.0644	**3.53**	<0.0586	<0.0760	<0.0540	<0.0757	<0.0359	<0.0568	<0.0760	<0.0732	110	NE
sec-Butylbenzene	135-98-8	<0.0644	**1.06**	<0.0586	<0.0760	<0.0540	<0.0757	<0.0359	<0.0568	<0.0760	<0.0732	140	NE
Ethylbenzene	100-41-4	<0.0644	**24.0**	<0.0586	<0.0760	<0.0540	<0.0757	<0.0359	<0.0568	<0.0760	<0.0732	190	1.0
Isopropylbenzene (Cumene)	98-82-8	<0.0644	**2.21**	<0.0586	<0.0760	<0.0540	<0.0757	<0.0359	<0.0568	<0.0760	<0.0732	270	9.5
p-Isopropyltoluene	99-87-6	<0.0644	**0.626**	<0.0586	<0.0760	<0.0540	<0.0757	<0.0359	<0.0568	<0.0760	<0.0732	NE	NE
Naphthalene	91-20-3	<0.258	**6.19**	<0.235	<0.304	<0.216	<0.303	<0.143	<0.227	<0.304	<0.293	81	4.5
n-Propylbenzene	103-65-1	<0.0644	**8.14**	<0.0586	<0.0760	<0.0540	<0.0757	<0.0359	<0.0568	<0.0760	<0.0732	260	NE
Toluene	108-88-3	<0.0644	**0.768**	<0.0586	<0.0760	<0.0540	<0.0757	<0.0359	<0.0568	<0.0760	<0.0732	820	2.5
1,2,4-Trimethylbenzene	95-63-6	<0.0644	**46.5**	<0.0586	<0.0760	<0.0540	<0.0757	<0.0359	<0.0568	<0.0760	<0.0732	140	2.7
1,3,5-Trimethylbenzene	108-67-8	<0.0644	**10.5**	<0.0586	<0.0760	<0.0540	<0.0757	<0.0359	<0.0568	<0.0760	<0.0732	140	2.7
Xylenes, total	1330-20-7	<0.193	**51.2**	<0.176	<0.228	<0.162	<0.227	<0.108	<0.170	<0.228	<0.220	260[b]	5.4[b]
All other reported VOCs	---	<RL	<RL	<RL	<RL	<RL	<RL	<RL	<RL	<RL	<RL	---	---
Polycyclic Aromatic Hydrocarbons (PAHs) (mg/kg)													
Acenaphthene	83-32-9	<0.0118	**0.0414**	<0.0115	<0.0128	<0.0107	**0.0974**	<0.0104	<0.0115	<0.0115	<0.0120	460	81
Acenaphthylene	208-96-8	<0.0118	**0.0180**	<0.0115	<0.0128	<0.0107	<0.0116	<0.0104	<0.0115	<0.0115	<0.0120	NE	NE
Anthracene	120-12-7	<0.0118	<0.0115	<0.0115	<0.0128	<0.0107	**0.273**	**0.0110**	<0.0115	<0.0115	<0.0120	2,800	1,300
Benz(a)anthracene	56-55-3	<0.0118	<0.0115	<0.0115	<0.0128	<0.0107	**0.538**	**0.0466**	<0.0115	<0.0115	<0.0120	cPAH	cPAH
Benzo(b)fluoranthene	205-99-2	<0.0118	<0.0115	<0.0115	<0.0128	<0.0107	**0.673**	**0.0687**	**0.0136**	<0.0115	**0.0128**	cPAH	cPAH
Benzo(k)fluoranthene	207-08-9	<0.0118	<0.0115	<0.0115	<0.0128	<0.0107	**0.269**	**0.0251**	<0.0115	<0.0115	<0.0120	cPAH	cPAH
Benzo(a)pyrene	50-32-8	<0.0118	<0.0115	<0.0115	<0.0128	<0.0107	**0.497**	**0.0441**	<0.0115	<0.0115	<0.0120	cPAH	cPAH
Benzo(g,h,i)perylene	191-24-2	<0.0118	<0.0115	<0.0115	<0.0128	<0.0107	**0.249**	**0.0287**	**0.0117**	<0.0115	<0.0120	NE	NE
Chrysene	218-01-9	<0.0118	<0.0115	<0.0115	<0.0128	<0.0107	**0.621**	**0.0523**	<0.0115	<0.0115	<0.0120	cPAH	cPAH
Dibenz(a,h)anthracene	53-70-3	<0.0118	<0.0115	<0.0115	<0.0128	<0.0107	**0.0518**	<0.0104	<0.0115	<0.0115	<0.0120	cPAH	cPAH
Fluoranthene	206-44-0	<0.0118	<0.0115	<0.0115	<0.0128	**0.0115**	**1.46**	**0.101**	<0.0115	<0.0115	**0.0170**	210	670
Fluorene	86-73-7	<0.0118	**0.0483**	<0.0115	<0.0128	<0.0107	**0.112**	<0.0104	<0.0115	<0.0115	<0.0120	390	110
Indeno(1,2,3-cd)pyrene	193-39-5	<0.0118	<0.0115	<0.0115	<0.0128	<0.0107	**0.272**	**0.0305**	<0.0115	<0.0115	<0.0120	cPAH	cPAH
Naphthalene	91-20-3	<0.0118	**5.70**	**0.0275**	<0.0128	<0.0107	**0.0201**	<0.0104	<0.0115	<0.0115	<0.0120	81	4.5
Phenanthrene	85-01-8	<0.0118	**0.108**	<0.0115	<0.0128	<0.0107	**0.974**	**0.0323**	<0.0115	<0.0115	<0.0120	NE	NE
Pyrene	129-00-0	<0.0118	<0.0115	<0.0115	<0.0128	**0.0124**	**1.23**	**0.0820**	<0.0115	<0.0115	**0.0153**	220	440
All other reported PAHs	---	<RL	<RL	<RL	<RL	<RL	<RL	<RL	<RL	<RL	<RL	---	---
BaP Equivalent[c]	---	0	0	0	0	0	**0.707**	**0.0617**	**0.00136**	0	**0.00128**	2^{BTV}	1.4

Notes are on page 5.

Exceeds Residential/Recreational SRV
Exceeds SLV
Exceeds 100 mg/kg for DRO/GRO

Table 1
Soil Analytical Results
Rogers Redevelopment Project
Rogers, Minnesota
Project B2308306

Compound/Parameter	CAS No.	Sample Identifier and Date Collected										Residential/ Recreational SRV (mg/kg)	SLV (mg/kg)
		GP-1 (2.5-5)	**GP-2 (7.5-10)**	**GP-2 (17.5-20)**	**GP-3 (7.5-10)**	**GP-4 (1-3)**	**GP-5 (0.5-2.5)**	**GP-6 (2.5-5)**	**GP-7 (2-4)**	**GP-8 (2.5-5)**	**GP-9 (2.5-5)**		
		10/12/2023	10/12/2023	10/12/2023	10/12/2023	10/12/2023	10/12/2023	10/12/2023	10/12/2023	10/12/2023	10/12/2023		
Metals (mg/kg)													
Antimony, Total	7440-36-0	<0.57	<0.58	<0.54	<0.63	<0.51	<0.58	<0.53	<0.54	<0.57	<0.60	6.3	5.4
Arsenic, Total	7440-38-2	**6.1**	**6.7**	**4.8**	**5.0**	**3.0**	**6.1**	**1.5**	**5.0**	**5.2**	**5.6**	9[BTV]	5.8
Beryllium, Total	7440-41-7	**0.43**	**0.42**	**0.38**	**0.48**	<0.20	**0.52**	<0.21	**0.47**	**0.46**	**0.55**	31	2.7
Cadmium, Total	7440-43-9	**0.20**	**0.33**	**0.24**	**0.23**	**0.11**	**0.23**	<0.084	<0.087	**0.21**	<0.095	1.6	8.8
Chromium, Total[e]	7440-47-3	**14.3**	**15.3**	**13.5**	**16.6**	**6.8**	**15.5**	**5.2**	**15.9**	**15.2**	**22.7**	23,000/2.3[e]	1,000,000,000/36[e]
Copper, Total	7440-50-8	**13.1**	**14.7**	**11.9**	**12.4**	**5.5**	**15.7**	**3.2**	**6.8**	**13.2**	**11.6**	2,200	700
Lead, Total	7439-92-1	**7.6**	**8.7**	**7.4**	**8.8**	**4.7**	**18.2**	**3.5**	**7.6**	**12.7**	**10.1**	200	2,700
Manganese, Total	7439-96-5	**574**	**625**	**230**	**1,170**	**428**	**1,090**	**225**	**464**	**690**	**360**	730	130
Nickel, Total	7440-02-0	**20.4**	**24.5**	**16.5**	**26.1**	**10.1**	**18.8**	**6.6**	**12.9**	**19.2**	**20.3**	170	180
Selenium, Total	7782-49-2	<0.57	<0.58	<0.54	<0.63	<0.51	<0.58	<0.53	<0.54	<0.57	<0.60	78	2.6
Silver, Total	7440-22-4	<0.57	<0.58	<0.54	<0.63	<0.51	<0.58	<0.53	<0.54	<0.57	<0.60	78	7.9
Thallium, Total	7440-28-0	**0.20**	**0.30**	**0.17**	**0.21**	<0.10	**0.17**	<0.11	**0.17**	**0.20**	**0.19**	0.29[BTV]	0.89
Vanadium, Total	7440-62-2	**31.3**	**32.5**	**29.1**	**32.3**	**14.2**	**29.5**	**7.8**	**33.1**	**30.2**	**41.0**	62[BTV]	4.0
Zinc, Total	7440-66-6	**43.8**	**53.2**	**47.7**	**56.0**	**21.2**	**60.6**	**10.3**	**39.2**	**46.4**	**58.8**	4,700	3,000
Petroleum Parameters (mg/kg)												**MPCA Unreg. Fill Criterion**	
Diesel Range Organics (DRO) with Silica Gel Clean-up	---	<8.6	<9.2	<7.0	<10.5	<9.1	<10.4	<4.5	<5.5	<6.1	<8.3	100[f]	
Gasoline Range Organics (GRO)	---	<14.5	**742** [GO]	<13.4	<16.1	<11.6	<14.5	<11.2	<13.7	<13.1	<14.0	100[f]	

Notes are on page 5.

Exceeds Residential/Recreational SRV
Exceeds SLV
Exceeds 100 mg/kg for DRO/GRO

Table 1
Soil Analytical Results
Rogers Redevelopment Project
Rogers, Minnesota
Project B2308306

Compound/Parameter	CAS No.	Sample Identifier and Date Collected							Residential/ Recreational SRV (mg/kg)	SLV (mg/kg)
		GP-10 (2.5-5)	**GP-11 (10-12.5)**	**GP-11 (17.5-20)**	**GP-12 (0.5-2.5)**	**Trip-1**	**Trip-2**	**Trip-3**		
		10/12/2023	10/12/2023	10/12/2023	10/12/2023	10/12/2023	10/12/2023	10/12/2023		
Volatile Organic Compounds (VOCs) (mg/kg)										
Benzene	71-43-2	<0.0285	**0.210**	**0.615**	<0.0216	<0.0200	<0.0200	<0.0200	9.5	0.017
n-Butylbenzene	104-51-8	<0.0712	**11.9**	**4.53**	<0.0539	<0.0500	<0.0500	<0.0500	110	NE
sec-Butylbenzene	135-98-8	<0.0712	**4.95**	**1.51**	<0.0539	<0.0500	<0.0500	<0.0500	140	NE
Ethylbenzene	100-41-4	<0.0712	**58.3**	**8.72**	<0.0539	<0.0500	<0.0500	<0.0500	190	1.0
Isopropylbenzene (Cumene)	98-82-8	<0.0712	**7.91**	**1.60**	<0.0539	<0.0500	<0.0500	<0.0500	270	9.5
p-Isopropyltoluene	99-87-6	<0.0712	**3.37**	**0.858**	<0.0539	<0.0500	<0.0500	<0.0500	NE	NE
Naphthalene	91-20-3	<0.285	**33.3**	**3.24**	<0.216	<0.200	<0.200	<0.200	81	4.5
n-Propylbenzene	103-65-1	<0.0712	**32.4**	**5.56**	<0.0539	<0.0500	<0.0500	<0.0500	260	NE
Toluene	108-88-3	<0.0712	**7.16**	<0.0581	<0.0539	<0.0500	<0.0500	<0.0500	820	2.5
1,2,4-Trimethylbenzene	95-63-6	<0.0712	**231**	**33.7**	<0.0539	<0.0500	<0.0500	<0.0500	140	2.7
1,3,5-Trimethylbenzene	108-67-8	<0.0712	**61.6**	**6.47**	<0.0539	<0.0500	<0.0500	<0.0500	140	2.7
Xylenes, total	1330-20-7	<0.214	**349**	**24.9**	<0.162	<0.150	<0.150	<0.150	260[b]	5.4[b]
All other reported VOCs	---	<RL	<RL	<RL	<RL	<RL	<RL	<RL	---	---
Polycyclic Aromatic Hydrocarbons (PAHs) (mg/kg)										
Acenaphthene	83-32-9	<0.0123	**0.0312**	<0.0116	<0.0103	---	---	---	460	81
Acenaphthylene	208-96-8	<0.0123	**0.0321**	<0.0116	<0.0103	---	---	---	NE	NE
Anthracene	120-12-7	<0.0123	<0.0118	<0.0116	<0.0103	---	---	---	2,800	1,300
Benz(a)anthracene	56-55-3	<0.0123	**0.0123**	<0.0116	<0.0103	---	---	---	cPAH	cPAH
Benzo(b)fluoranthene	205-99-2	<0.0123	<0.0118	<0.0116	<0.0103	---	---	---	cPAH	cPAH
Benzo(k)fluoranthene	207-08-9	<0.0123	<0.0118	<0.0116	<0.0103	---	---	---	cPAH	cPAH
Benzo(a)pyrene	50-32-8	<0.0123	<0.0118	<0.0116	<0.0103	---	---	---	cPAH	cPAH
Benzo(g,h,i)perylene	191-24-2	<0.0123	<0.0118	<0.0116	<0.0103	---	---	---	NE	NE
Chrysene	218-01-9	<0.0123	<0.0118	<0.0116	<0.0103	---	---	---	cPAH	cPAH
Dibenz(a,h)anthracene	53-70-3	<0.0123	<0.0118	<0.0116	<0.0103	---	---	---	cPAH	cPAH
Fluoranthene	206-44-0	<0.0123	**0.0178**	<0.0116	<0.0103	---	---	---	210	670
Fluorene	86-73-7	<0.0123	**0.0345**	<0.0116	<0.0103	---	---	---	390	110
Indeno(1,2,3-cd)pyrene	193-39-5	<0.0123	<0.0118	<0.0116	<0.0103	---	---	---	cPAH	cPAH
Naphthalene	91-20-3	<0.0123	**11.2**	**1.57**	<0.0103	---	---	---	81	4.5
Phenanthrene	85-01-8	<0.0123	**0.0679**	**0.0143**	<0.0103	---	---	---	NE	NE
Pyrene	129-00-0	<0.0123	**0.0256**	<0.0116	<0.0103	---	---	---	220	440
All other reported PAHs	---	<RL	<RL	<RL	<RL	---	---	---	---	---
BaP Equivalent[c]	---	0	**0.00123**	0	0	---	---	---	2^{BTV}	1.4

Notes are on page 5.

Exceeds Residential/Recreational SRV
Exceeds SLV
Exceeds 100 mg/kg for DRO/GRO

Table 1
Soil Analytical Results
Rogers Redevelopment Project
Rogers, Minnesota
Project B2308306

Compound/Parameter	CAS No.	Sample Identifier and Date Collected							Residential/ Recreational SRV (mg/kg)	SLV (mg/kg)
		GP-10 (2.5-5)	**GP-11 (10-12.5)**	**GP-11 (17.5-20)**	**GP-12 (0.5-2.5)**	**Trip-1**	**Trip-2**	**Trip-3**		
		10/12/2023	10/12/2023	10/12/2023	10/12/2023	10/12/2023	10/12/2023	10/12/2023		
Metals (mg/kg)										
Antimony, Total	7440-36-0	<0.58	<0.58	<0.56	<0.49	---	---	---	6.3	5.4
Arsenic, Total	7440-38-2	**7.3**	**5.8**	**2.4**	**2.5**	---	---	---	9[BTV]	5.8
Beryllium, Total	7440-41-7	**0.51**	**0.35**	<0.23	**0.20**	---	---	---	31	2.7
Cadmium, Total	7440-43-9	**0.27**	**0.19**	**0.16**	**0.079**	---	---	---	1.6	8.8
Chromium, Total[e]	7440-47-3	**20.6**	**13.3**	**7.3**	**14.8**	---	---	---	23,000/2.3[e]	1,000,000,000/36[e]
Copper, Total	7440-50-8	**17.5**	**11.0**	**5.5**	**15.2**	---	---	---	2,200	700
Lead, Total	7439-92-1	**9.1**	**6.6**	**3.6**	**4.7**	---	---	---	200	2,700
Manganese	7439-96-5	**492**	**693**	**650**	**315**	---	---	---	730	130
Nickel, Total	7440-02-0	**32.3**	**19.3**	**9.8**	**18.8**	---	---	---	170	180
Selenium, Total	7782-49-2	<0.58	<0.58	<0.56	<0.49	---	---	---	78	2.6
Silver, Total	7440-22-4	<0.58	<0.58	<0.56	<0.49	---	---	---	78	7.9
Thallium, Total	7440-28-0	**0.26**	**0.22**	**0.13**	<0.098	---	---	---	0.29[BTV]	0.89
Vanadium	7440-62-2	**39.2**	**28.8**	**16.3**	**26.1**	---	---	---	62[BTV]	4.0
Zinc, Total	7440-66-6	**133**	**45.0**	**24.5**	**26.1**	---	---	---	4,700	3,000
Petroleum Parameters (mg/kg)									**MPCA Unreg. Fill Criterion**	
Diesel Range Organics (DRO) with Silica Gel Clean-up	---	<9.6	**377 [T7]**	**35.8 [T7]**	<8.3	---	---	---	100[f]	
Gasoline Range Organics (GRO)	---	<14.6	**1,650 [GO]**	**1,200 [GO]**	<11.2	<10.0	<10.0	<10.0	100[f]	

Notes are on page 5.

Exceeds Residential/Recreational SRV
Exceeds SLV
Exceeds 100 mg/kg for DRO/GRO

Table 1
Soil Analytical Results
Rogers Redevelopment Project
Rogers, Minnesota
Project B2308306

Notes

Minnesota Pollution Control Agency (MPCA) Soil Reference Values (SRVs) updated in March 2023 and Soil Leaching Values (SLVs) updated in June 2013.

mg/kg = Milligrams per kilogram.

< = Not detected at or above the laboratory reporting limit indicated.

--- = Not analyzed or calculated for this parameter or not applicable.

BTV = Background Threshold Value. BTVs are not calculated health based SRVs. The MPCA calculated SRVs were determined to be below background values (MPCA guidance document c-r1-05, April 2021).

cPAH = Individual regulatory limit not established for this carcinogenic PAH; included in BaP equivalent calculation.

NE = Regulatory limit not established for this parameter.

RL = Reporting limits for other parameters that are not listed individually in this table because their concentrations were below reporting limits provided in the laboratory report.

[b] = Regulatory limit for combination of m-, p-, and o-Xylenes.

[c] = Benzo(a)pyrene (BaP) equivalent is calculated based on the concentration and weighted toxicity of cPAHs; MPCA; 2009. If no cPAHs were detected above reasonable laboratory reporting limits the BaP equivalent is reported as 0 mg/kg per MPCA Remediation Division Policy; June 2011.

[e] = Reported result is total chromium, regulatory limit for chromium III and chromium VI are provided.

[f] = DRO/GRO concentrations greater than 100 mg/kg are not suitable for reuse as unregulated fill per MPCA Guidance Document c-rem1-01 "Best Management Practices for the Off-Site Reuse of Unregulated Fill" (February 2

[GO] = Early and late peaks present outside the GRO window.

[T7] = Low boiling point hydrocarbons are present in the sample.

Exceeds Residential/Recreational SRV
Exceeds SLV
Exceeds 100 mg/kg for DRO/GRO

Table 2
Groundwater Analytical Results
Rogers Redevelopment Project
Rogers, Minnesota
Project B2308306

Compound/Parameter	CAS No.	Sample Identifier, Depth to Groundwater, and Date Collected									Drinking Water Criteria (µg/L)	Source-Date
		GP-3 GW	**GP-4 GW**	**GP-5 GW**	**GP-9 GW**	**GP-10 GW**	**GP-11 GW**	**Trip-1 GW**	**Trip-2 GW**	**Trip-3 GW**		
		6.54'	5.82'	4.02'	3.46'	6.36'	9.80'	---	---	---		
		10/12/2023	10/12/2023	10/12/2023	10/12/2023	10/12/2023	10/12/2023	10/12/2023	10/12/2023	10/12/2023		
Volatile Organic Compounds (VOCs) (µg/L)												
Benzene	71-43-2	**195**	<0.50	<0.50	---	<0.50	**813** [D4]	<0.50	<0.50	<0.50	2	HRL-09
n-Butylbenzene	104-51-8	**0.61**	<0.50	<0.50	---	<0.50	**28.7** [D4]	<0.50	<0.50	<0.50	NE	---
sec-Butylbenzene	135-98-8	**1.2**	<0.50	<0.50	---	<0.50	**20.1** [D4]	<0.50	<0.50	<0.50	NE	---
Ethylbenzene	100-41-4	**5.4**	<0.50	<0.50	---	<0.50	**1,320** [D4]	<0.50	<0.50	<0.50	50	HRL-11
Isopropylbenzene (Cumene)	98-82-8	**6.4**	<0.50	<0.50	---	<0.50	**92.9** [D4]	<0.50	<0.50	<0.50	300	HRL-93
Naphthalene	91-20-3	<0.50	<0.50	<0.50	---	<0.50	**598** [D4]	<0.50	<0.50	<0.50	70	HRL-13
n-Propylbenzene	103-65-1	**8.0**	<0.50	<0.50	---	<0.50	**284** [D4]	<0.50	<0.50	<0.50	NE	---
Toluene	108-88-3	**0.75**	<0.50	<0.50	---	<0.50	**37.1** [D4]	<0.50	<0.50	<0.50	200	HRL-11
1,2,4-Trimethylbenzene	95-63-6	<0.50	<0.50	<0.50	---	<0.50	**2,420** [D4]	<0.50	<0.50	<0.50	30	HBV-20
1,3,5-Trimethylbenzene	108-67-8	<0.50	<0.50	<0.50	---	<0.50	**518** [D4]	<0.50	<0.50	<0.50	100	HRL-09
Xylenes, total	1330-20-7	<1.5	<1.5	<1.5	---	<1.5	**6,260** [D4]	<1.5	<1.5	<1.5	300	HRL-11
All other reported VOCs	---	<RL	<RL	<RL	---	<RL	<RL	<RL	<RL	<RL	---	---
Polycyclic Aromatic Hydrocarbons (PAHs) (µg/L)												
Acenaphthene	83-32-9	**0.047**	<0.044	<0.044	<0.043	<0.048	**0.30**	---	---	---	100	HRL-18
Acenaphthylene	208-96-8	<0.043	<0.044	<0.044	<0.043	<0.048	**0.24**	---	---	---	NE	---
Anthracene	120-12-7	<0.043	<0.044	<0.044	<0.043	<0.048	**0.23**	---	---	---	2,000	HRL-93
Fluoranthene	206-44-0	<0.043	<0.044	<0.044	<0.043	<0.048	**0.067**	---	---	---	70	HRL-18
Fluorene	86-73-7	<0.043	<0.044	<0.044	<0.043	<0.048	**0.25**	---	---	---	300	HRL-93
Naphthalene	91-20-3	**0.43**	<0.044	<0.044	<0.043	<0.048	**326**	---	---	---	70	HRL-13
Phenanthrene	85-01-8	<0.043	<0.044	<0.044	<0.043	<0.048	**0.31**	---	---	---	NE	---
Pyrene	129-00-0	<0.043	<0.044	<0.044	<0.043	<0.048	**0.089**	---	---	---	50	HRL-18
All other reported PAHs	---	<RL	<RL	<RL	<RL	<RL	<RL	---	---	---	---	---
BaP Equivalent[c]	---	0	0	0	0	0	0	---	---	---	0.1	HBV-20

Notes are on page 3.

Exceeds Drinking Water Criteria

Table 2
Groundwater Analytical Results
Rogers Redevelopment Project
Rogers, Minnesota
Project B2308306

Compound/Parameter	CAS No.	Sample Identifier, Depth to Groundwater, and Date Collected									Drinking Water Criteria (µg/L)	Source-Date
		GP-3 GW	**GP-4 GW**	**GP-5 GW**	**GP-9 GW**	**GP-10 GW**	**GP-11 GW**	**Trip-1 GW**	**Trip-2 GW**	**Trip-3 GW**		
		6.54'	5.82'	4.02'	3.46'	6.36'	9.80'	---	---	---		
		10/12/2023	10/12/2023	10/12/2023	10/12/2023	10/12/2023	10/12/2023	10/12/2023	10/12/2023	10/12/2023		
Metals (µg/L)												
Antimony, Dissolved	7440-36-0	<0.50	<0.50	<0.50	<0.50	<2.5 [D3]	<2.5 [D3]	---	---	---	NE	---
Arsenic, Dissolved	7440-38-2	**14.8**	<0.50	**2.4**	**13.9**	**54.2**	**48.2**	---	---	---	10	MCL
Beryllium, Dissolved	7440-41-7	<0.20	<0.20	<0.20	<0.20	**1.8**	**1.3**	---	---	---	0.08	HRL-93
Cadmium, Dissolved	7440-43-9	<0.080	<0.080	**0.20**	<0.080	**1.6**	**1.0**	---	---	---	0.5	HRL-15
Chromium, Dissolved[d]	7440-47-3	<2.0	<2.0	<2.0	<2.0	**125**	**44.8**	---	---	---	20,000/100[d]	HRL-94
Copper, Dissolved	7440-50-8	**1.3**	**2.0**	**1.4**	**2.1**	**101**	**68.5**	---	---	---	NE	---
Iron, Dissolved	7439-89-6	**13,700**	<50.0	**216**	**2,200**	**82,000**	**50,200**	---	---	---	NE	---
Lead, Dissolved	7439-92-1	**0.53**	<0.50	<0.50	<0.50	**60.8**	**41.8**	---	---	---	15	MCL
Manganese, Dissolved	7439-96-5	**2,280**	**79.3**	**7,070**	**2,640**	**4,100**	**3,600**	---	---	---	100	HRL-93
Mercury, Dissolved	7439-97-6	<0.20	<0.20	<0.20	<0.20	**0.20**	<0.20	---	---	---	2	MCL
Nickel, Dissolved	7440-02-0	**3.4**	**3.6**	**32.9**	**15.5**	**142**	**82.6**	---	---	---	100	HRL-93
Selenium, Dissolved	7782-49-2	<0.50	<0.50	<0.50	**0.67**	<2.5 [D3]	<2.5 [D3]	---	---	---	30	HRL-93
Silver, Dissolved	7440-22-4	<0.50	<0.50	<0.50	<0.50	<2.5 [D3]	<2.5 [D3]	---	---	---	30	HRL-93
Thallium, Dissolved	7440-28-0	<0.10	<0.10	<0.10	<0.10	**1.1**	**0.92**	---	---	---	0.6	HRL-94
Vanadium, Dissolved	7440-62-2	<15.0	<15.0	<15.0	<15.0	**217**	**117**	---	---	---	50	HRL-94
Zinc, Dissolved	7440-66-6	<5.0	<5.0	<5.0	<5.0	**335**	**177**	---	---	---	2,000	HRL-94
Other Parameters (µg/L)												
Diesel Range Organics (DRO) with Silica Gel Clean-Up	---	**170**	<110	<110	<120	<110	**6,800 [ED,T7]**	---	---	---	NE[e]	---
Gasoline Range Organics (GRO)	---	**532 [GO]**	<100	<100	<100	<100 [G-]	**20,700 [GO]**	<100	<100	<100	NE[e]	---

Notes are on page 3.

Exceeds Drinking Water Criteria

Table 2
Groundwater Analytical Results
Rogers Redevelopment Project
Rogers, Minnesota
Project B2308306

Notes

The hierarchy of Drinking Water Criteria (DWC) presented is: Minnesota Department of Health (MDH) Health Risk Limit (HRL), United States Environmental Protection Agency (EPA) Maximum Contaminant Level (MCL), MDH Health-Based Value (HBV), or MDH Risk Assessment Advice (RAA), as available. The most conservative values for chronic or cancer exposures are presented. The dates of promulgation are provided, if available.

µg/L = Micrograms per liter.

< = Not detected at or above the laboratory reporting limit indicated.

--- = Not analyzed or calculated for this parameter or not applicable.

RL = Reporting limits for other parameters that are not listed individually in this table because their concentrations were below reporting limits provided in the laboratory report.

NE = Regulatory limit not established for this parameter.

cPAH = Individual regulatory limit not established for this carcinogenic PAH; included in BaP equivalent calculation.

[c] = Benzo[a]pyrene (BaP) equivalent is calculated based on the concentration and weighted toxicity of cPAHs; Minnesota Pollution Control Agency; 2009. If no cPAHs were detected above reasonable laboratory reporting limits the BaP equivalent is reported as 0 µg/L per MPCA Remediation Division Policy; June 2011.

[d] = Reported result is total chromium, criteria for chromium III and chromium VI are provided.

[e] = No applicable standard exists. When sampling water directly from drinking water wells, refer to the Minnesota Department of Health's (MDH's) document entitled *Guidance for Evaluating Health Risks for Gasoline and Diesel Contaminated Drinking Water,* dated November 2018.

[D3] = Sample was diluted due to the presence of high levels of non-target analytes or other matrix interference.

[D4] = Sample was diluted due to the presence of high levels of target analytes.

[ED] = Due to the extract's physical characteristics, the analysis was performed at dilution.

[G-] = Early peaks present outside the GRO window.

[GO] = Early and late peaks present outside the GRO window.

[T7] = Low boiling point hydrocarbons are present in the sample.

Exceeds Drinking Water Criteria

Table 3
Soil Vapor Analytical Results
Rogers Redevelopment Project
Rogers, Minnesota
Project B2308306

Compound/Parameter	CAS No.	Sample Identifier and Date Collected								Residential ISV ($\mu g/m^3$)	33X Residential ISV ($\mu g/m^3$)
		VP-1	**VP-2**	**VP-3**	**VP-4**	**VP-5**	**VP-6**	**VP-7**	**VP-8**		
		10/12/2023	10/12/2023	10/12/2023	10/12/2023	10/12/2023	10/12/2023	10/12/2023	10/12/2023		
Volatile Organic Compounds (VOCs) ($\mu g/m^3$)											
Acetone	67-64-1	**302** [E]	**245** [E]	**233**	**222**	**185**	**141**	**252**	**221**	32,000	1,100,000
Benzene	71-43-2	**4.89**	**17.5**	**15.5**	**17.0**	**8.05**	**14.8**	**72.5**	**6.71**	1.3	43
1,3-Butadiene	106-99-0	**20.7**	**43.1**	**46.0**	**41.2**	**27.7**	**26.1**	**221**	**19.3**	0.28	9.3
2-Butanone (Methyl ethyl ketone, MEK)	78-93-3	**37.5**	**37.7**	**47.8**	**71.7**	**20.0**	**24.4**	**76.1**	**53.7**	3,100	100,000
Carbon disulfide	75-15-0	< 0.622	**2.91**	**2.07**	< 0.622	**2.59**	**3.58**	< 6.22	**1.01**	830	28,000
Carbon tetrachloride	56-23-5	< 1.26	< 1.26	< 1.26	< 1.26	< 1.26	< 1.26	**80.0**	< 1.26	1.7	57
Chloroform	67-66-3	< 0.973	< 0.973	< 0.973	< 0.973	< 0.973	< 0.973	**169**	< 0.973	100	3,300
Chloromethane	74-87-3	**1.13**	< 0.413	< 0.413	**12.8**	**2.44**	**2.17**	< 4.13	**1.81**	94	3,100
Cyclohexane	110-82-7	< 0.689	**8.78**	**2.72**	< 0.689	**1.57**	**2.29**	**20.3**	**2.18**	6,300	210,000
1,4-Dichlorobenzene	106-46-7	**1.33**	< 1.20	**1.32**	**1.62**	< 1.20	**1.25**	< 12.0	< 1.20	63	2,100
Dichlorodifluoromethane (Freon 12)	75-71-8	**1.94**	**1.81**	< 0.989	< 0.989	< 0.989	**3.09**	< 9.89	**2.37**	NE	NE
1,1-Dichloroethane	75-34-3	< 0.802	< 0.802	**2.08**	< 0.802	< 0.802	< 0.802	< 8.02	< 0.802	NE	NE
Ethanol	64-17-5	**65.4**	**26.8**	**20.2**	< 4.71	**20.7**	**176**	< 47.1	**15.0**	NE	NE
Ethyl acetate	141-78-6	**5.79**	< 2.27	< 2.27	< 2.27	< 2.27	< 2.27	< 22.7	< 2.27	73	2,400
Ethylbenzene	100-41-4	**3.92**	**17.6**	**4.73**	**7.07**	**4.51**	**2.67**	**23.6**	**3.63**	4.1	140
4-Ethyltoluene	622-96-8	**3.61**	**4.13**	**3.47**	**5.89**	**5.25**	**2.00**	< 9.82	**2.06**	NE	NE
n-Heptane	142-82-5	< 0.818	**10.1**	< 0.818	< 0.818	**2.95**	**3.68**	< 8.18	< 0.818	420	14,000
n-Hexane	110-54-3	**10.6**	**29.5**	**12.6**	**18.8**	**10.8**	**15.3**	**190**	**10.0**	730	24,000
2-Hexanone (Methyl butyl ketone)	591-78-6	< 5.11	< 5.11	< 5.11	< 5.11	< 5.11	< 5.11	< 51.1	**5.15**	31	1,000
Methylene chloride (Dichloromethane)	75-09-2	**4.10**	**1.78**	**1.86**	< 0.694	**2.50**	**2.05**	< 6.94	< 0.694	630	21,000
2-Propanol (Isopropyl alcohol)	67-63-0	**14.7**	< 3.07	< 3.07	< 3.07	< 3.07	**20.5**	< 30.7	**5.28**	210	7,000
Propylene	115-07-1	**138**	**405**	**337**	**439**	**161**	**227**	**916**	**250**	3,100	100,000
Styrene	100-42-5	**1.37**	**1.77**	< 0.851	**2.56**	**1.74**	**0.944**	< 8.51	**1.10**	940	31,000
Tetrachloroethene (Perchloroethene, PCE)	127-18-4	< 1.36	**351**	< 1.36	**1.98**	< 1.36	< 1.36	**339**	< 1.36	3.4	110
Toluene	108-88-3	**14.9**	**43.3**	**16.5**	**23.4**	**10.5**	**18.5**	**129**	**12.4**	4,200	140,000
Trichloroethene (TCE)	79-01-6	< 1.07	**6.75**	< 1.07	**1.39**	**1.73**	**1.45**	< 10.7	< 1.07	2.1 [b]	70 [b]
1,2,4-Trimethylbenzene	95-63-6	**4.59**	**5.50**	**4.85**	**6.67**	**6.67**	**2.58**	< 9.82	**2.40**	63	2,100
1,3,5-Trimethylbenzene	108-67-8	**1.27**	**1.57**	**1.48**	**1.84**	**1.73**	< 0.982	< 9.82	< 0.982	63	2,100
Xylenes, m- & p-	179601-23-1	**9.64**	**14.9**	**9.68**	**16.0**	**11.2**	**7.38**	**57.7**	**7.03**	NE	NE
Xylene, o-	95-47-6	**3.11**	**4.64**	**3.59**	**5.42**	**3.90**	**2.34**	**19.7**	**2.31**	NE	NE
Xylenes, Total	1330-20-7	**12.75**	**19.5**	**13.27**	**21.4**	**15.1**	**9.72**	**77.4**	**9.34**	100 [d]	3,300 [d]
All other reported VOCs	---	<RL	<RL	<RL	<RL	<RL	<RL	<RL	<RL	---	---

Notes are on page 2.

Exceeds 33X Residential ISV
Exceeds MPCA Action Level

Table 3
Soil Vapor Analytical Results
Rogers Redevelopment Project
Rogers, Minnesota
Project B2308306

Compound/Parameter	CAS No.	Sample Identifier and Date Collected								Residential ISV ($\mu g/m^3$)	33X Residential ISV ($\mu g/m^3$)
		VP-1	**VP-2**	**VP-3**	**VP-4**	**VP-5**	**VP-6**	**VP-7**	**VP-8**		
		10/12/2023	10/12/2023	10/12/2023	10/12/2023	10/12/2023	10/12/2023	10/12/2023	10/12/2023		
Fixed Gases (Percent [%])										**MPCA Action Level**	
Methane	74-82-8	< 0.400	< 0.400	**0.502**	< 0.400	< 0.400	< 0.400	< 0.400	< 0.400	0.5%	
Oxygen	7782-44-7	**21.2**	**19.3**	**15.4**	**14.4**	**20.3**	**20.5**	**17.3**	**21.0**	NE	
Carbon Monoxide	630-08-0	< 2.00	< 2.00	< 2.00	< 2.00	< 2.00	< 2.00	< 2.00	< 2.00	NE	
Carbon Dioxide	124-38-9	< 0.500	**1.11**	**3.51**	**4.03**	< 0.500	< 0.500	**1.27**	< 0.500	NE	

Notes

Minnesota Pollution Control Agency (MPCA) Intrusion Screening Values (ISVs) were updated in January 2021.

$\mu g/m^3$ = Micrograms per cubic meter.

< = Not detected at or above the laboratory reporting limit indicated.

--- = Not analyzed or calculated for this parameter or not applicable.

RL = Reporting limits for other parameters that are not listed individually in this table because their concentrations were below reporting limits provided in the laboratory report.

NE = Regulatory limit not established for this parameter.

[b] = In existing buildings, indoor air results exceeding the ISV or sub-slab results exceeding 33X ISV may require expedited action when a woman who is pregnant or could become pregnant is present.

[d] = The laboratory reports values for m- & p- xylenes and o-xylene, however the regulatory limit is for the combination of m-, p-, and o-xylenes.

[E] = The analyte concentration exceeds the upper limit of the calibration range of the instrument established by the initial calibration (ICAL). .

Exceeds 33X Residential ISV
Exceeds MPCA Action Level

Appendix D

Soil Boring Logs

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LOG OF BORING

Environmental Boring Log - Not For Geotechnical Design

Project Number B2308306 **Environmental Investigation** **Rogers Redevelopment Project** **5 Parcels** **Rogers, Minnesota**	BORING: **GP-1** LOCATION: See attached figure DATUM: NORTHING: EASTING:
DRILLER: Midwestern; LOGGED BY: T. Schappa	WEATHER: Rainy
SURFACE ELEVATION: ; RIG: Subcontractor; METHOD: Direct Push	▽ During Drilling 3.0 ft
START DATE: 10/12/23; END DATE: 10/12/23; SURFACING: Asphalt	▽ After Drilling

Elev./ Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Sample	Recovery %	PID ppm	Temp. Well	Tests or Remarks
0.5		ASPHALT, 6 inches					
	▽	SANDY LEAN CLAY (CL), trace Gravel, grayish brown, moist		93	0.3 0.3		Soil sample GP-1 (2.5-5') @ 17:50 collected for analytical testing
					0.2		
				93	0.2		
15.0		END OF BORING Boring immediately grouted					

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LOG OF BORING

Environmental Boring Log - Not For Geotechnical Design

Project Number B2308306
Environmental Investigation
Rogers Redevelopment Project
5 Parcels
Rogers, Minnesota

BORING: **GP-2**
LOCATION: See attached figure
DATUM:
NORTHING: EASTING:
DRILLER: Midwestern LOGGED BY: T. Schappa
WEATHER: Rainy
SURFACE ELEVATION: RIG: Subcontractor METHOD: Direct Push
During Drilling Not Encountered
START DATE: 10/12/23 END DATE: 10/12/23 SURFACING: Asphalt
After Drilling

Elev./ Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Sample	Recovery %	PID ppm	Temp. Well	Tests or Remarks
0.5		ASPHALT, 6 inches					
		SANDY LEAN CLAY (CL), trace Gravel, grayish brown, moist		50	30.5		
					137.8		
5					367.0		Soil sample GP-2 (7.5-10') @ 17:45 collected for analytical testing
					1000		
10					650.0		Petroleum-like odor
					39.0		
15					66.0		
				100			Soil sample GP-2 (17.5-20') @ 18:00 collected for analytical testing
					1.0		
20.0		END OF BORING					
20		Boring immediately grouted					
25							

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LOG OF BORING

Environmental Boring Log - Not For Geotechnical Design

Project Number B2308306 **Environmental Investigation** **Rogers Redevelopment Project** **5 Parcels** **Rogers, Minnesota**	BORING: **GP-3** LOCATION: See attached figure DATUM: NORTHING: EASTING:
DRILLER: Midwestern; LOGGED BY: T. Schappa	WEATHER: Rainy
SURFACE ELEVATION: ; RIG: Subcontractor; METHOD: Direct Push	During Drilling 10.0 ft
START DATE: 10/12/23; END DATE: 10/12/23; SURFACING: Asphalt	After Drilling 6.4 ft

Elev./ Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Sample	Recovery %	PID ppm	Temp. Well	Tests or Remarks
0.5		ASPHALT, 6 inches					
		SANDY SILT (ML), dark grayish brown, moist			0.6		Temporary well installed with screen set from 3 to 13 feet
2.5		SANDY LEAN CLAY (CL), trace Gravel, brown, moist			1.1		
	▼		5		0.5		Water sample GP-3GW @ 17:20 collected for analytical testing
					32.6		Soil sample GP-3 (7.5-10') @ 16:30 collected for analytical testing Petroleum-like odor
	▽		10		4.6		
					0.7		
15.0		END OF BORING Boring immediately grouted	15				
			20				
			25				

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LOG OF BORING

Environmental Boring Log - Not For Geotechnical Design

Project Number B2308306 **Environmental Investigation** **Rogers Redevelopment Project** **5 Parcels** **Rogers, Minnesota**	BORING: **GP-4** LOCATION: See attached figure DATUM: NORTHING: EASTING:
DRILLER: Midwestern; LOGGED BY: T. Schappa	WEATHER: Rainy
SURFACE ELEVATION: ; RIG: Subcontractor; METHOD: Direct Push	During Drilling 5.5 ft
START DATE: 10/12/23; END DATE: 10/12/23; SURFACING: Asphalt	After Drilling 5.8 ft

Elev./ Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Sample	Recovery %	PID ppm	Temp. Well	Tests or Remarks
0.5		ASPHALT/CONCRETE					
		POORLY GRADED SAND with SILT (SP-SM), fine-grained, trace Gravel, brown, moist to wet		80	0.2		Soil sample GP-4 (1-3') @ 15:15 collected for analytical testing
					0.1		Temporary well installed with screen set from 3 to 13 feet
5					0.2		Water sample GP-4GW @ 16:00 collected for analytical testing
				93			
					0.1		
10					0.0		
				93			
					0.0		
15.0		END OF BORING					
		Boring immediately grouted					
20							
25							

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LOG OF BORING

Environmental Boring Log - Not For Geotechnical Design

Project Number B2308306
Environmental Investigation
Rogers Redevelopment Project
5 Parcels
Rogers, Minnesota

BORING: **GP-5**
LOCATION: See attached figure
DATUM:
NORTHING: EASTING:

DRILLER: Midwestern | LOGGED BY: T. Schappa | WEATHER: Rainy
SURFACE ELEVATION: | RIG: Subcontractor | METHOD: Direct Push | During Drilling 5.0 ft
START DATE: 10/12/23 | END DATE: 10/12/23 | SURFACING: Asphalt | After Drilling 4.0 ft

Elev./ Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Sample	Recovery %	PID ppm	Temp. Well	Tests or Remarks
0.5		ASPHALT/APPARENT AGGREGATE BASE					
		FILL: LEAN CLAY (CL), trace roots, dark brown, moist			0.4		Soil sample GP-5 (0.5-2.5') @ 14:05 collected for analytical testing
2.5		FILL: LEAN CLAY with SAND (CL), trace Gravel, gray and dark brown, moist		92	0.4		Temporary well installed with screen set from 3 to 13 feet
5.0	▽	SANDY LEAN CLAY (CL), trace Gravel, brown to green, moist	5		0.1		Water sample GP-5GW @ 15:20 collected for analytical testing
				83	0.1		
			10		0.1		
				83	0.2		
15.0		END OF BORING	15				
		Boring immediately grouted					
			20				
			25				

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LOG OF BORING

Environmental Boring Log - Not For Geotechnical Design

Project Number B2308306
Environmental Investigation
Rogers Redevelopment Project
5 Parcels
Rogers, Minnesota

BORING: **GP-6**
LOCATION: See attached figure
DATUM:
NORTHING: EASTING:
DRILLER: Midwestern LOGGED BY: T. Schappa
WEATHER: Rainy
SURFACE ELEVATION:
RIG: Subcontractor METHOD: Direct Push
During Drilling 7.0 ft
START DATE: 10/12/23 END DATE: 10/12/23 SURFACING: Asphalt
After Drilling

Elev./ Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Sample	Recovery %	PID ppm	Temp. Well	Tests or Remarks
0.5		ASPHALT/CONCRETE					
		POORLY GRADED SAND with SILT (SP-SM), fine-grained, trace Gravel, brown, moist		50	0.2		
					0.2		Soil sample GP-6 (2.5-5') @ 16:30 collected for analytical testing
5.0		SANDY LEAN CLAY (CL), trace Gravel, brown, moist	5				
	▽			93	0.3		
					0.1		
			10				
				93			
15.0			15				
		END OF BORING					
		Boring immediately grouted					
			20				
			25				

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LOG OF BORING

Environmental Boring Log - Not For Geotechnical Design

Project Number B2308306
Environmental Investigation
Rogers Redevelopment Project
5 Parcels
Rogers, Minnesota

BORING: **GP-7**
LOCATION: See attached figure
DATUM:
NORTHING: EASTING:

DRILLER: Midwestern | LOGGED BY: T. Schappa | WEATHER: Rainy
SURFACE ELEVATION: | RIG: Subcontractor | METHOD: Direct Push | During Drilling 7.0 ft
START DATE: 10/12/23 | END DATE: 10/12/23 | SURFACING: Asphalt | After Drilling

Elev./ Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Sample	Recovery %	PID ppm	Temp. Well	Tests or Remarks
0.5		ASPHALT/CONCRETE					
		FILL: LEAN CLAY (CL), dark brown, moist		60	0.2		Soil sample GP-7 (2-4') @ 17:00 collected for analytical testing
					0.3		
5.0		SILTY SAND (SM), fine-grained, trace Gravel, brown, moist	5		0.4		
7.0	▽	SANDY LEAN CLAY (CL), trace Gravel, brown, moist		93	0.3		
			10		0.1		
15.0					0.1		
		END OF BORING	15				
		Boring immediately grouted					
			20				
			25				

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LOG OF BORING

Environmental Boring Log - Not For Geotechnical Design

Project Number B2308306
Environmental Investigation
Rogers Redevelopment Project
5 Parcels
Rogers, Minnesota

BORING: **GP-8**
LOCATION: See attached figure
DATUM:
NORTHING: EASTING:

DRILLER: Midwestern | LOGGED BY: T. Schappa | WEATHER: Rainy
SURFACE ELEVATION: | RIG: Subcontractor | METHOD: Direct Push | During Drilling 5.0 ft
START DATE: 10/12/23 | END DATE: 10/12/23 | SURFACING: Asphalt | After Drilling

Elev./ Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Sample	Recovery %	PID ppm	Temp. Well	Tests or Remarks
0.5		ASPHALT/CONCRETE					
		FILL: POORLY GRADED SAND (SP), fine to medium-grained, trace Gravel, brown, moist			0.3		
2.0		FILL: SILTY SAND (SM), fine-grained, trace Gravel, dark brown, moist		40			Soil sample GP-8 (2.5-5') @ 17:30 collected for analytical testing
					0.3		
5.0	▽	SANDY LEAN CLAY (CL), trace Gravel, brown, moist	5		0.2		
				93			
					0.2		
			10				
					0.3		
				93			
					0.1		
15.0		END OF BORING	15				
		Boring immediately grouted					
			20				
			25				

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LOG OF BORING

Environmental Boring Log - Not For Geotechnical Design

Project Number B2308306
Environmental Investigation
Rogers Redevelopment Project
5 Parcels
Rogers, Minnesota

BORING: **GP-9**
LOCATION: See attached figure
DATUM:
NORTHING: EASTING:

DRILLER: Midwestern | LOGGED BY: T. Schappa | WEATHER: Rainy
SURFACE ELEVATION: | RIG: Subcontractor | METHOD: Direct Push | During Drilling 10.0 ft
START DATE: 10/12/23 | END DATE: 10/12/23 | SURFACING: Asphalt | After Drilling 13.2 ft

Elev./ Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Sample	Recovery %	PID ppm	Temp. Well	Tests or Remarks
0.3		ASPHALT, 4 inches					
		FILL: SANDY LEAN CLAY (CL), trace Gravel, grayish brown, moist			0.1		
2.0		LEAN CLAY (CL), dark brown with gray, moist		67	0.5		Soil sample GP-9 (2.5-5') @ 12:45 collected for analytical testing
5.0		SANDY LEAN CLAY (CL), trace Gravel, gray to brown, moist	5		0.3		Temporary well installed with screen set from 3 to 13 feet
				50	0.1		Water sample GP-9GW @ 13:45 collected for analytical testing
10.0	▽	SANDY SILT (ML), trace Gravel, grayish brown, wet	10		0.2		
12.5				92			
	▼	SANDY LEAN CLAY (CL), trace Gravel, grayish brown, moist			0.1		
15.0			15				
		END OF BORING					
		Boring immediately grouted					
			20				
			25				

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LOG OF BORING

Environmental Boring Log - Not For Geotechnical Design

Project Number B2308306 **Environmental Investigation** **Rogers Redevelopment Project** **5 Parcels** **Rogers, Minnesota**	BORING: **GP-10** LOCATION: See attached figure DATUM: NORTHING: EASTING:
DRILLER: Midwestern; LOGGED BY: T. Schappa	WEATHER: Rainy
SURFACE ELEVATION: ; RIG: Subcontractor; METHOD: Direct Push	During Drilling 15.0 ft
START DATE: 10/12/23; END DATE: 10/12/23; SURFACING: Concrete	After Drilling 6.4 ft

Elev./ Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Sample	Recovery %	PID ppm	Temp. Well	Tests or Remarks
0.5		CONCRETE, 6 inches					
		SILTY SAND (SM), fine-grained, trace Gravel, brown, moist			0.2		
2.0		SANDY LEAN CLAY (CL), trace Gravel, grayish brown, moist		50	2.2		Soil sample GP-10 (2.5-5') @ 09:15 collected for analytical testing
			5				Temporary well installed with screen set from 5 to 15 feet
	▽				0.6		
				77			
					0.1		Water sample GP-10GW @ 11:15 collected for analytical testing
			10				
					0.1		
				83			
					0.1		
	▽		15				
					0.0		
				100			
					0.5		
			20				
21.5					0.1		
		POORLY GRADED SAND (SP), fine to medium-grained, trace Gravel, brown, wet		100			
25.0					0.1		
		SILTY SAND (SM), fine-grained, trace Gravel, layers of LEAN CLAY, brown, wet	25				
					0.1		
				58			
30.0							

Continued on next page

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LOG OF BORING

Environmental Boring Log - Not For Geotechnical Design

Project Number B2308306 **Environmental Investigation** **Rogers Redevelopment Project** **5 Parcels** **Rogers, Minnesota**	BORING: **GP-10** LOCATION: See attached figure DATUM: NORTHING: EASTING:
DRILLER: Midwestern; LOGGED BY: T. Schappa	WEATHER: Rainy
SURFACE ELEVATION: ; RIG: Subcontractor; METHOD: Direct Push	During Drilling 15.0 ft
START DATE: 10/12/23; END DATE: 10/12/23; SURFACING: Concrete	After Drilling 6.4 ft

Elev./ Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Sample	Recovery %	PID ppm	Temp. Well	Tests or Remarks
		SANDY LEAN CLAY (CL), trace Gravel, brown, moist		75	0.3		
35.0		END OF BORING Boring immediately grouted					

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LOG OF BORING

Environmental Boring Log - Not For Geotechnical Design

Project Number B2308306 **Environmental Investigation** **Rogers Redevelopment Project** **5 Parcels** **Rogers, Minnesota**	BORING: **GP-11** LOCATION: See attached figure DATUM: NORTHING: EASTING:
DRILLER: Midwestern; LOGGED BY: T. Schappa	WEATHER: Rainy
SURFACE ELEVATION: ; RIG: Subcontractor; METHOD: Direct Push	During Drilling: Not Encountered
START DATE: 10/12/23; END DATE: 10/12/23; SURFACING: Gravel	After Drilling: 9.8 ft

Elev./ Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Sample	Recovery %	PID ppm	Temp. Well	Tests or Remarks
0.5		ASPHALT, 6 inches					
		FILL: POORLY GRADED SAND with SILT (SP-SM), fine to medium-grained, trace Gravel, brown, moist		60	0.1		
					0.1		
			5				
				40	0.1		Soil sample GP-11 (10-12.5') @ 11:15 collected for analytical testing
					0.1		
10.0	▽		10				Temporary well installed with screen set from 10 to 20 feet
		CLAYEY SAND (SC), trace Gravel, grayish brown, moist			1019		
12.0		SANDY LEAN CLAY (CL), trace Gravel, grayish brown, moist		60			
					473.5		Water sample GP-11GW @ 12:15 collected for analytical testing
			15				
					560.0		Petroleum-like odor
				80			Soil sample GP-11 (17.5-20') @ 11:30 collected for analytical testing
					712.0		
20.0			20				
		END OF BORING					
		Boring immediately grouted					
			25				

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LOG OF BORING

Environmental Boring Log - Not For Geotechnical Design

Project Number B2308306
Environmental Investigation
Rogers Redevelopment Project
5 Parcels
Rogers, Minnesota

BORING: **GP-12**
LOCATION: See attached figure
DATUM:
NORTHING: EASTING:

DRILLER: Midwestern | LOGGED BY: T. Schappa | WEATHER: Rainy
SURFACE ELEVATION: | RIG: Subcontractor | METHOD: Direct Push | During Drilling 12.0 ft
START DATE: 10/12/23 | END DATE: 10/12/23 | SURFACING: Asphalt | After Drilling

Elev./ Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Sample	Recovery %	PID ppm	Temp. Well	Tests or Remarks
0.5		ASPHALT					Soil sample GP-12 (0.5-2.5') @ 11:10 collected for analytical testing
		SILTY SAND (SM), fine-grained, trace Gravel, brown, moist			0.3		
2.5		SANDY LEAN CLAY (CL), trace Gravel, brown, moist		67	0.1		
	▽		5		0.0		
				100			
			10		0.0		
					0.0		
15.0		END OF BORING Boring immediately grouted	15		0.0		
			20				
			25				

Appendix D

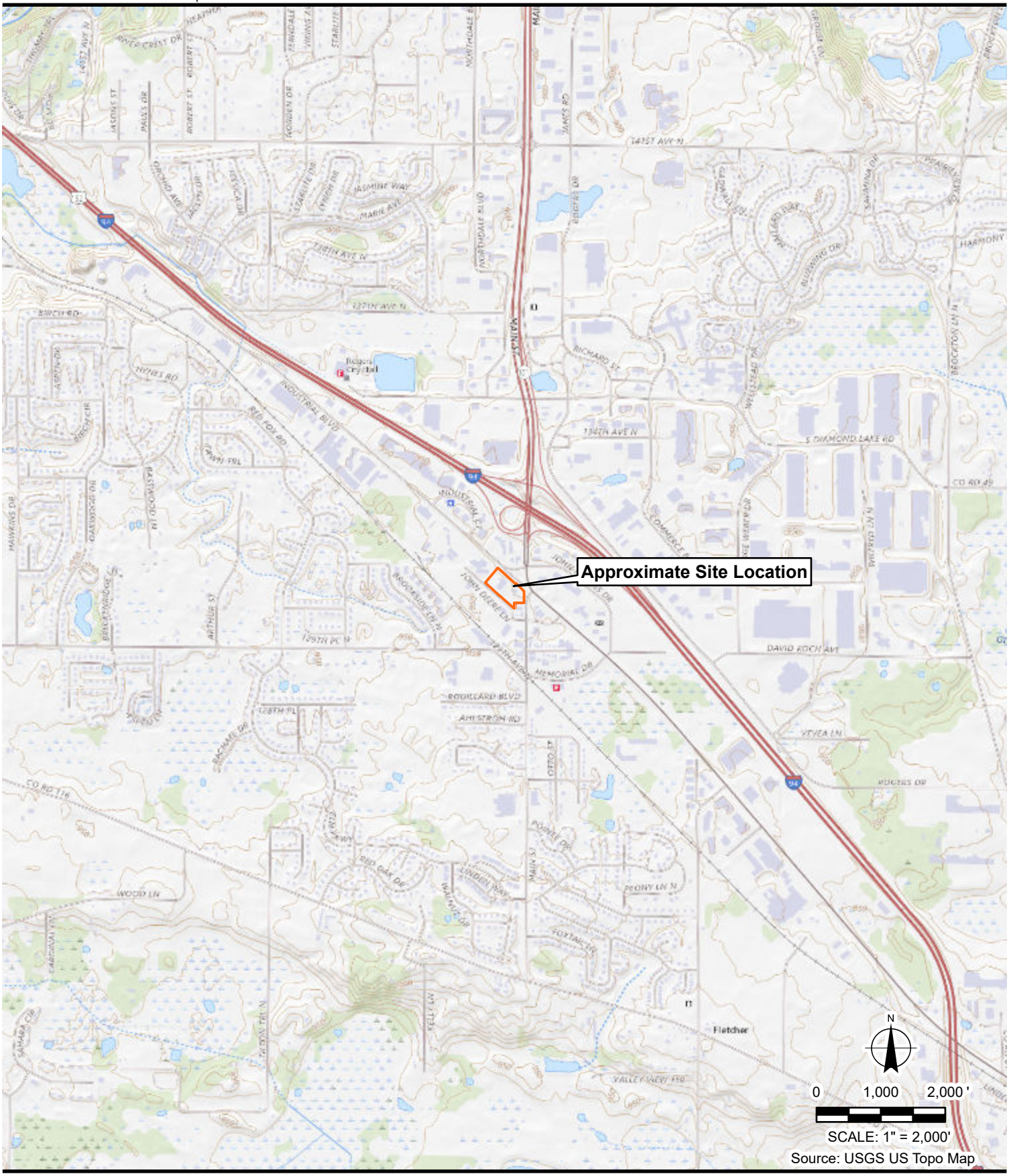
2024 Braun Intertec Soil Vapor Investigation and Supplemental Soil Vapor Investigation Figures and Tables

2024 Braun Intertec Soil Vapor Investigation
Figures and Tables

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Figures

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Minneapolis, MN 55438
952.995.2000
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Project No:	B2308306
Drawing No:	Fig1_SiteLocation
Drawn By:	ZS
Date Drawn:	9/14/2023
Checked By:	KLC
Last Modified:	11/1/2023

Rogers Redevelopment

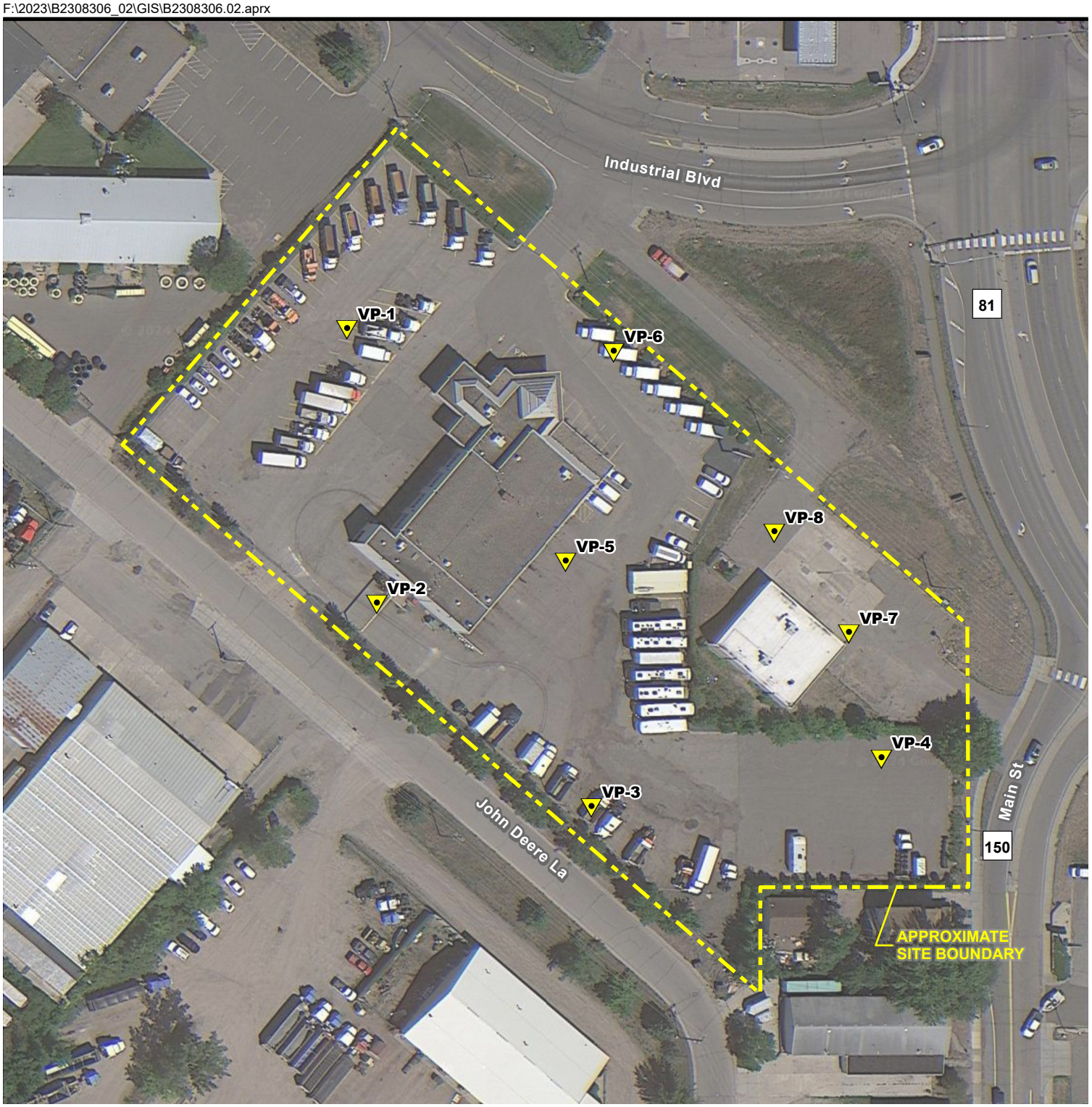
21701 Industrial Boulevard, 13013 Main Street, and 13017 Main Street

Rogers, Minnesota

Site Location Map

Figure 1

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Soil Vapor Probe

N

0 50 100 '

SCALE: 1" = 100'

Source: Google Earth Imagery

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Project No:	B2308306.02
Drawing No:	Fig2_InvLocs
Drawn By:	SL
Date Drawn:	2/5/2024
Checked By:	PS
Last Modified:	2/5/2024

Rogers Redevelopment

21701 Industrial Boulevard, 13013 Main Street, and 13017 Main Street

Rogers, Minnesota

Investigation Location Sketch

Figure 2

Table 1

Table 1
Soil Vapor Analytical Results
Rogers Redevelopment Project
Rogers, Minnesota
Project B2308306.02

Compound/Parameter	CAS No.	Sample Identifier and Date Collected																Commercial/ Industrial ISV ($\mu g/m^3$)	33X Commercial/ Industrial ISV ($\mu g/m^3$)
		VP-1		VP-2		VP-3		VP-4		VP-5		VP-6		VP-7		VP-8			
		10/12/2023	1/18/2024	10/12/2023	1/18/2024	10/12/2023	1/18/2024	10/12/2023	1/18/2024	10/12/2023	1/18/2024	10/12/2023	1/18/2024	10/12/2023	1/18/2024	10/12/2023	1/18/2024		
Volatile Organic Compounds (VOCs) ($\mu g/m^3$)																			
Acetone	67-64-1	**302** [E]	**15.8**	**245** [E]	**42.5**	**233**	**104**	**222**	**81.7**	**185**	**63**	**141**	**309** [E]	**252**	**18.9**	**221**	**46.6**	110,000	3,700,000
Benzene	71-43-2	**4.89**	**6.58**	**17.5**	**11.9**	**15.5**	**2.66**	**17.0**	**9.65**	**8.05**	**23.1**	**14.8**	**1.63**	**72.5**	**5.05**	**6.71**	**13.4**	11	370
1,3-Butadiene	106-99-0	**20.7**	**5.93**	**43.1**	**21.2**	**46.0**	< 4.43	**41.2**	**11.5**	**27.7**	< 4.43	**26.1**	< 4.43	**221**	**12**	**19.3**	**22.6**	2.7	90
2-Butanone (Methyl ethyl ketone, MEK)	78-93-3	**37.5**	**3.8**	**37.7**	**12.4**	**47.8**	**33**	**71.7**	**32.4**	**20.0**	**55.1**	**24.4**	**73.4**	**76.1**	**6.78**	**53.7**	**16.6**	11,000	370,000
Carbon disulfide	75-15-0	< 0.622	**4.2**	**2.91**	< 0.622	**2.07**	**2.09**	< 0.622	**2.91**	**2.59**	**4.82**	**3.58**	< 0.622	< 6.22	< 0.622	**1.01**	**11.3**	2,800	93,000
Carbon tetrachloride	56-23-5	< 1.26	< 1.26	< 1.26	< 1.26	< 1.26	< 1.26	< 1.26	< 1.26	< 1.26	< 1.26	< 1.26	< 1.26	**80**	**7.24**	< 1.26	< 1.26	16	530
Chloroform	67-66-3	< 0.973	< 0.973	< 0.973	< 0.973	< 0.973	< 0.973	< 0.973	< 0.973	< 0.973	< 0.973	< 0.973	< 0.973	**169**	**20.1**	< 0.973	< 0.973	350	12,000
Chloromethane	74-87-3	**1.13**	< 0.413	< 0.413	< 0.413	< 0.413	**1.21**	**12.8**	**1.01**	**2.44**	< 0.413	**2.17**	**1.12**	< 4.13	< 0.413	**1.81**	**1.16**	320	11,000
Cyclohexane	110-82-7	< 0.689	**3.42**	**8.78**	**8.44**	**2.72**	< 0.689	< 0.689	**4.37**	**1.57**	**7.37**	**2.29**	< 0.689	**20.3**	**1.1**	**2.18**	**6.23**	21,000	700,000
1,4-Dichlorobenzene	106-46-7	**1.33**	< 1.20	< 1.20	< 1.20	**1.32**	< 1.20	**1.62**	< 1.20	< 1.20	< 1.20	**1.25**	< 1.20	< 12.0	< 1.20	< 1.20	< 1.20	210	7,000
Dichlorodifluoromethane (Freon 12)	75-71-8	**1.94**	**2.21**	**1.81**	**2.09**	< 0.989	**2.35**	< 0.989	**2.47**	< 0.989	**2.83**	**3.09**	**2.32**	< 9.89	< 0.989	**2.37**	**2.06**	NE	NE
1,1-Dichloroethane	75-34-3	< 0.802	< 0.802	< 0.802	< 0.802	**2.08**	< 0.802	< 0.802	< 0.802	< 0.802	< 0.802	< 0.802	< 0.802	< 8.02	< 0.802	< 0.802	< 0.802	NE	NE
trans-1,2-Dichloroethene	156-60-5	< 0.793	**0.808**	< 0.793	< 0.793	< 0.793	< 0.793	< 0.793	< 0.793	< 0.793	< 0.793	< 0.793	< 0.793	< 7.93	< 0.793	< 0.793	< 0.793	70	2300
Ethanol	64-17-5	**65.4**	**4.90** [B]	**26.8**	< 4.71	**20.2**	**16.1**	< 4.71	**11.6**	**20.7**	**8.86**	**176**	**28.8**	< 47.1	< 4.71	**15.0**	< 4.71	NE	NE
Ethyl acetate	141-78-6	**5.79**	< 2.27	< 2.27	< 2.27	< 2.27	< 2.27	< 2.27	< 2.27	< 2.27	< 2.27	< 2.27	< 2.27	< 22.7	< 2.27	< 2.27	< 2.27	250	8,300
Ethylbenzene	100-41-4	**3.92**	**5.51**	**17.6**	**11.8**	**4.73**	< 0.867	**7.07**	**4.42**	**4.51**	**2.54**	**2.67**	< 0.867	**23.6**	**1.45**	**3.63**	**5.68**	39	1,300
4-Ethyltoluene	622-96-8	**3.61**	< 0.982	**4.13**	< 0.982	**3.47**	< 0.982	**5.89**	**1.57**	**5.25**	< 0.982	**2.00**	**1.44**	< 9.82	< 0.982	**2.06**	**1.31**	NE	NE
n-Heptane	142-82-5	< 0.818	**6.18**	**10.1**	**12**	< 0.818	**1.31**	< 0.818	**7.36**	**2.95**	**10.7**	**3.68**	< 0.818	< 8.18	**1.86**	< 0.818	**9.61**	1,400	47,000
n-Hexane	110-54-3	**10.6**	**11**	**29.5**	**20.3**	**12.6**	< 2.22	**18.8**	**13.6**	**10.8**	**33.3**	**15.3**	**2.55**	**190**	**4.3**	**10.0**	**21.6**	2,500	83,000
2-Hexanone (Methyl butyl ketone)	591-78-6	< 5.11	< 5.11	< 5.11	< 5.11	< 5.11	< 5.11	< 5.11	< 5.11	< 5.11	< 5.11	< 5.11	< 5.11	< 51.1	< 5.11	**5.15**	< 5.11	110	3,700
Methylene chloride (Dichloromethane)	75-09-2	**4.10**	**0.795**	**1.78**	< 0.694	**1.86**	**11**	< 0.694	**0.743**	**2.50**	< 0.694	**2.05**	**9.1**	< 6.94	< 0.694	< 0.694	< 0.694	2,100	70,000
2-Propanol (Isopropyl alcohol)	67-63-0	**14.7**	< 3.07	< 3.07	< 3.07	< 3.07	< 3.07	< 3.07	< 3.07	< 3.07	< 3.07	**20.5**	< 3.07	< 30.7	< 3.07	**5.28**	< 3.07	700	23,000
Propylene	115-07-1	**138**	**46.1**	**405**	**148**	**337**	**29.4**	**439**	**119**	**161**	< 2.15	**227**	**10**	**916**	**93.7**	**250**	**417**	11,000	370,000
Styrene	100-42-5	**1.37**	< 0.851	**1.77**	< 0.851	< 0.851	< 0.851	**2.56**	< 0.851	**1.74**	< 0.851	**0.944**	< 0.851	< 8.51	< 0.851	**1.10**	**1.14**	3,200	110,000
Tetrachloroethene (Perchloroethene, PCE)	127-18-4	< 1.36	< 1.36	**351**	**107**	< 1.36	< 1.36	**1.98**	**1.36**	< 1.36	< 1.36	< 1.36	< 1.36	**339**	**27.7**	< 1.36	< 1.36	33	1,100
Toluene	108-88-3	**14.9**	**9.23**	**43.3**	**19.9**	**16.5**	**4.03**	**23.4**	**10.7**	**10.5**	**6.48**	**18.5**	**2.49**	**129**	**5.05**	**12.4**	**15.8**	14,000	470,000
Trichloroethene (TCE)	79-01-6	< 1.07	< 1.07	**6.75**	**2.23**	< 1.07	< 1.07	**1.39**	< 1.07	**1.73**	< 1.07	**1.45**	< 1.07	< 10.7	< 1.07	< 1.07	< 1.07	7.0[b]	230[b]
Trichlorofluoromethane (Freon 11)	75-69-4	< 1.12	**1.47**	< 1.12	< 1.12	< 1.12	**1.24**	< 1.12	**4.18**	< 1.12	< 1.12	< 1.12	**1.25**	< 11.2	< 1.12	< 1.12	< 1.12	3,500	120,000
1,2,4-Trimethylbenzene	95-63-6	**4.59**	< 0.982	**5.50**	< 0.982	**4.85**	< 0.982	**6.67**	**1.07**	**6.67**	**1.05**	**2.58**	**1.96**	< 9.82	< 0.982	**2.40**	**1.67**	210	7,000
1,3,5-Trimethylbenzene	108-67-8	**1.27**	< 0.982	**1.57**	< 0.982	**1.48**	< 0.982	**1.84**	< 0.982	**1.73**	< 0.982	< 0.982	< 0.982	< 9.82	< 0.982	< 0.982	< 0.982	210	7,000
Xylenes, m- & p-	179601-23-1	**9.64**	**2.3**	**14.9**	**4.64**	**9.68**	< 1.73	**16.0**	**3.75**	**11.2**	**2.74**	**7.38**	< 1.73	**57.7**	< 1.73	**7.03**	**4.03**	NE	NE
Xylene, o-	95-47-6	**3.11**	**0.967**	**4.64**	**1.71**	**3.59**	< 0.867	**5.42**	**1.66**	**3.90**	**1.7**	**2.34**	< 0.867	**19.7**	< 0.867	**2.31**	**1.86**	NE	NE
Xylenes, Total	1330-20-7	**12.75**	**3.267**	**19.54**	**6.35**	**13.27**	<RL	**21.42**	**5.41**	**15.1**	**4.44**	**9.72**	<RL	**77.4**	<RL	**9.34**	**5.89**	350[d]	12,000[d]
All other reported VOCs	---	<RL	<RL	<RL	<RL	<RL	<RL	<RL	<RL	<RL	<RL	<RL	<RL	<RL	<RL	<RL	<RL	---	---

Notes are on page 2.

Exceeds 33X Commercial/Industrial ISV

Exceeds MPCA Action Level

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Table 1
Soil Vapor Analytical Results
Rogers Redevelopment Project
Rogers, Minnesota
Project B2308306.02

Compound/Parameter	CAS No.	Sample Identifier and Date Collected																Commercial/ Industrial ISV ($\mu g/m^3$)	33X Commercial/ Industrial ISV ($\mu g/m^3$)
		VP-1		VP-2		VP-3		VP-4		VP-5		VP-6		VP-7		VP-8			
		10/12/2023	1/18/2024	10/12/2023	1/18/2024	10/12/2023	1/18/2024	10/12/2023	1/18/2024	10/12/2023	1/18/2024	10/12/2023	1/18/2024	10/12/2023	1/18/2024	10/12/2023	1/18/2024		
Fixed Gases (Percent [%])																		**MPCA Action Level**	
Methane	74-82-8	< 0.400	< 0.400	< 0.400	< 0.400	**0.502**	< 0.400	< 0.400	< 0.400	< 0.400	< 0.400	< 0.400	< 0.400	< 0.400	< 0.400	< 0.400	< 0.400	0.5%	
Oxygen	7782-44-7	**21.2**	**20.8**	**19.3**	**20.1**	**15.4**	**20.8**	**14.4**	**20.5**	**20.3**	**16.8**	**20.5**	**20.8**	**17.3**	**20**	**21.0**	**19.6**	NE	
Carbon Monoxide	630-08-0	< 2.00	< 2.00	< 2.00	< 2.00	< 2.00	< 2.00	< 2.00	< 2.00	< 2.00	< 2.00	< 2.00	< 2.00	< 2.00	< 2.00	< 2.00	< 2.00	NE	
Carbon Dioxide	124-38-9	< 0.500	< 0.500	**1.11**	**0.67**	**3.51**	< 0.500	**4.03**	< 0.500	< 0.500	< 0.500	< 0.500	< 0.500	**1.27**	**0.66**	< 0.500	< 0.500	NE	

Notes

Minnesota Pollution Control Agency (MPCA) Intrusion Screening Values (ISVs) were updated in January 2021.

$\mu g/m^3$ = Micrograms per cubic meter.

< = Not detected at or above the laboratory reporting limit indicated.

--- = Not analyzed or calculated for this parameter or not applicable.

RL = Reporting limits for other parameters that are not listed individually in this table because their concentrations were below reporting limits provided in the laboratory report.

NE = Regulatory limit not established for this parameter.

[b] = In existing buildings, indoor air results exceeding the ISV or sub-slab results exceeding 33X ISV may require expedited action when a woman who is pregnant or could become pregnant is present.

[d] = The laboratory reports values for m- & p- xylenes and o-xylene, however the regulatory limit is for the combination of m-, p-, and o-xylenes.

[E] = The analyte concentration exceeds the upper limit of the calibration range of the instrument established by the initial calibration (ICAL). .

[B] = The same analte is found in the associated blank

Exceeds 33X Commercial/Industrial ISV

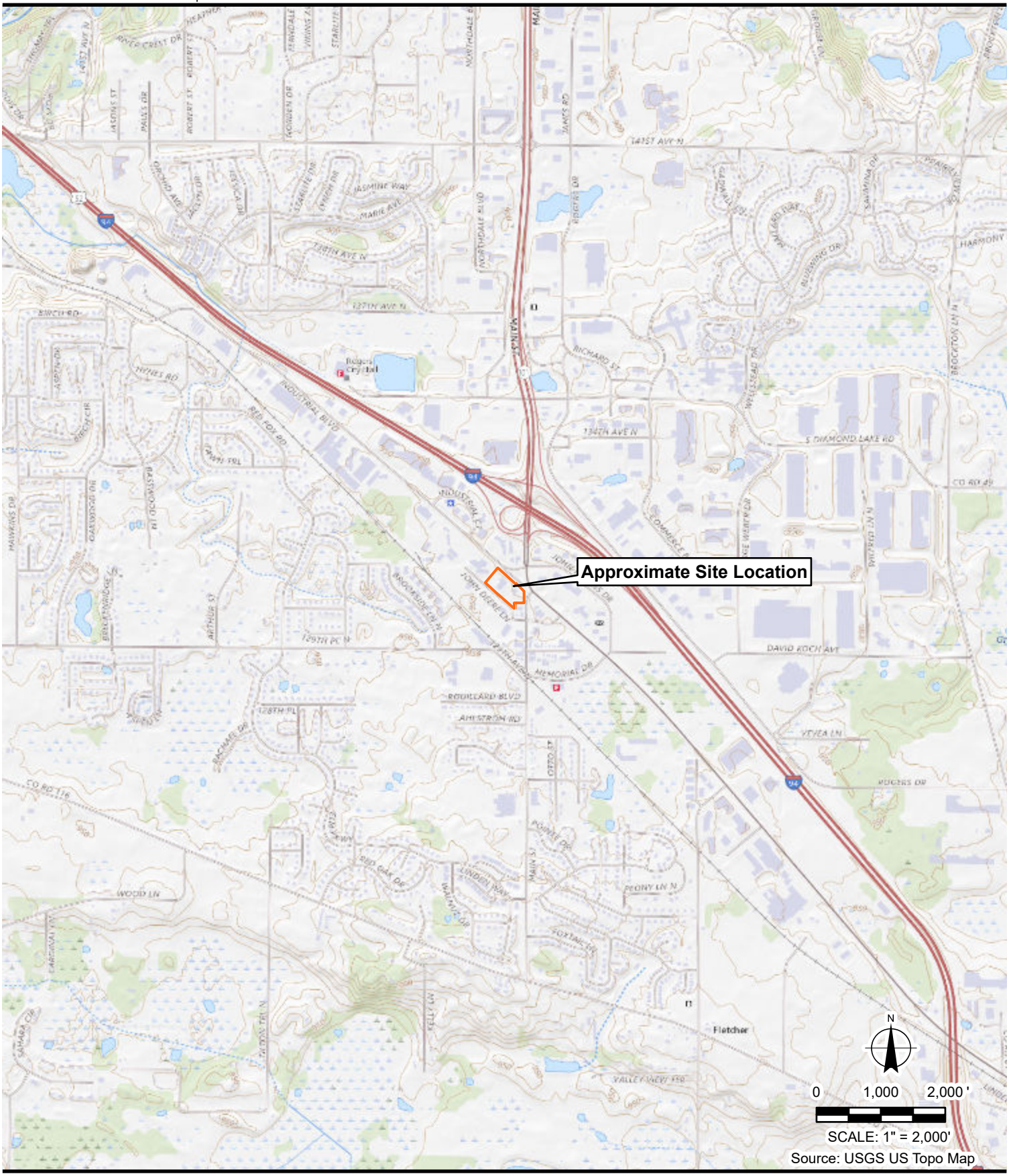
Exceeds MPCA Action Level

2024 Braun Intertec Supplemental Soil Vapor Investigation
Figures and Tables

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Figures

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Project No: B2308306

Drawing No: Fig1_SiteLocation

Drawn By:	ZS
Date Drawn:	9/14/2023
Checked By:	KLC
Last Modified:	11/1/2023

Rogers Redevelopment

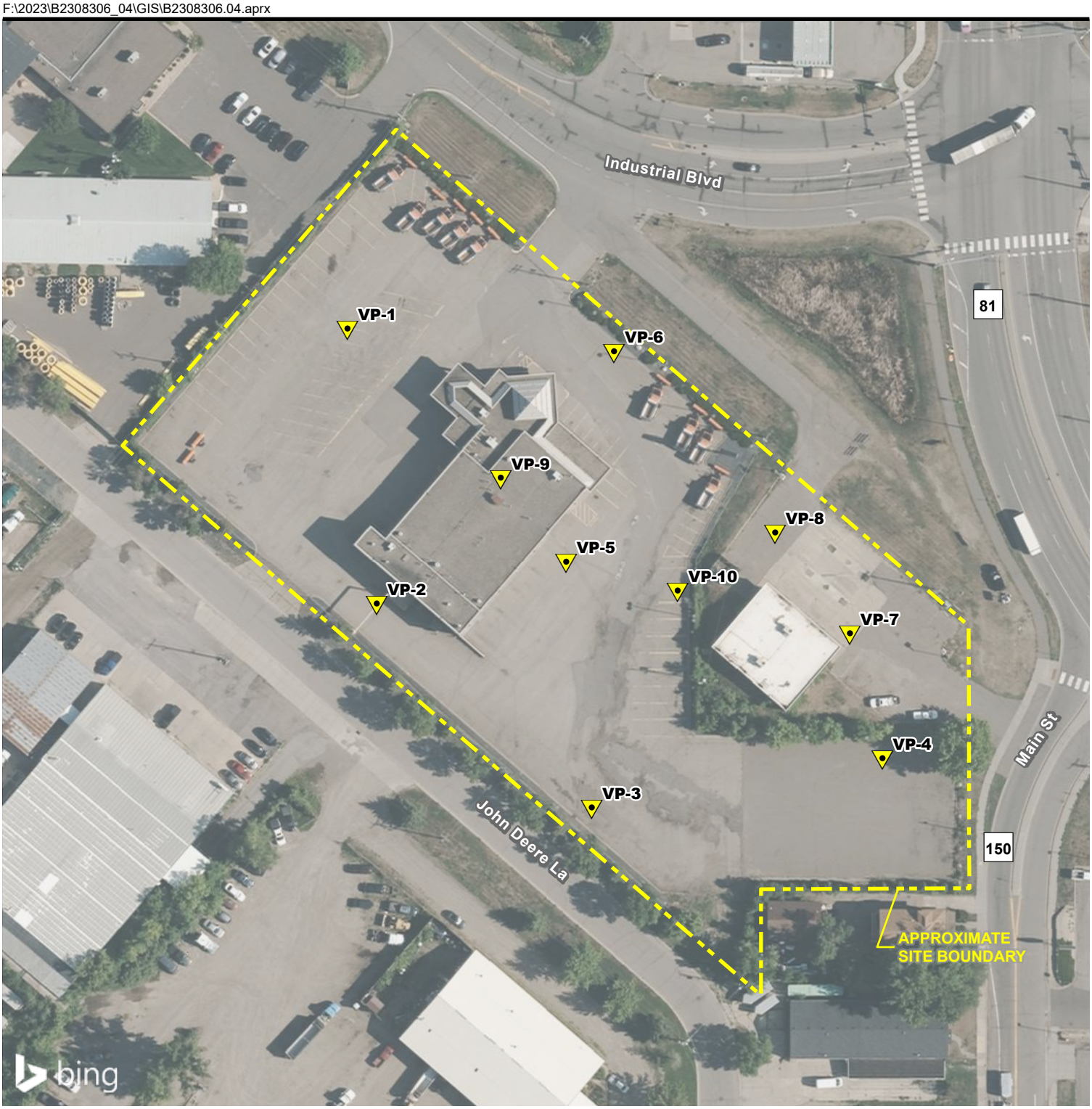
21701 Industrial Boulevard, 13013 Main Street, and 13017 Main Street

Rogers, Minnesota

Site Location Map

Figure 1

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Soil Vapor Probe

N

0 50 100 '

SCALE: 1" = 100'

Source: Google Earth Imagery

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Project No: B2308306.04

Drawing No: Fig2_InvLocs

Drawn By:	SL
Date Drawn:	2/5/2024
Checked By:	PS
Last Modified:	5/20/2024

Rogers Redevelopment

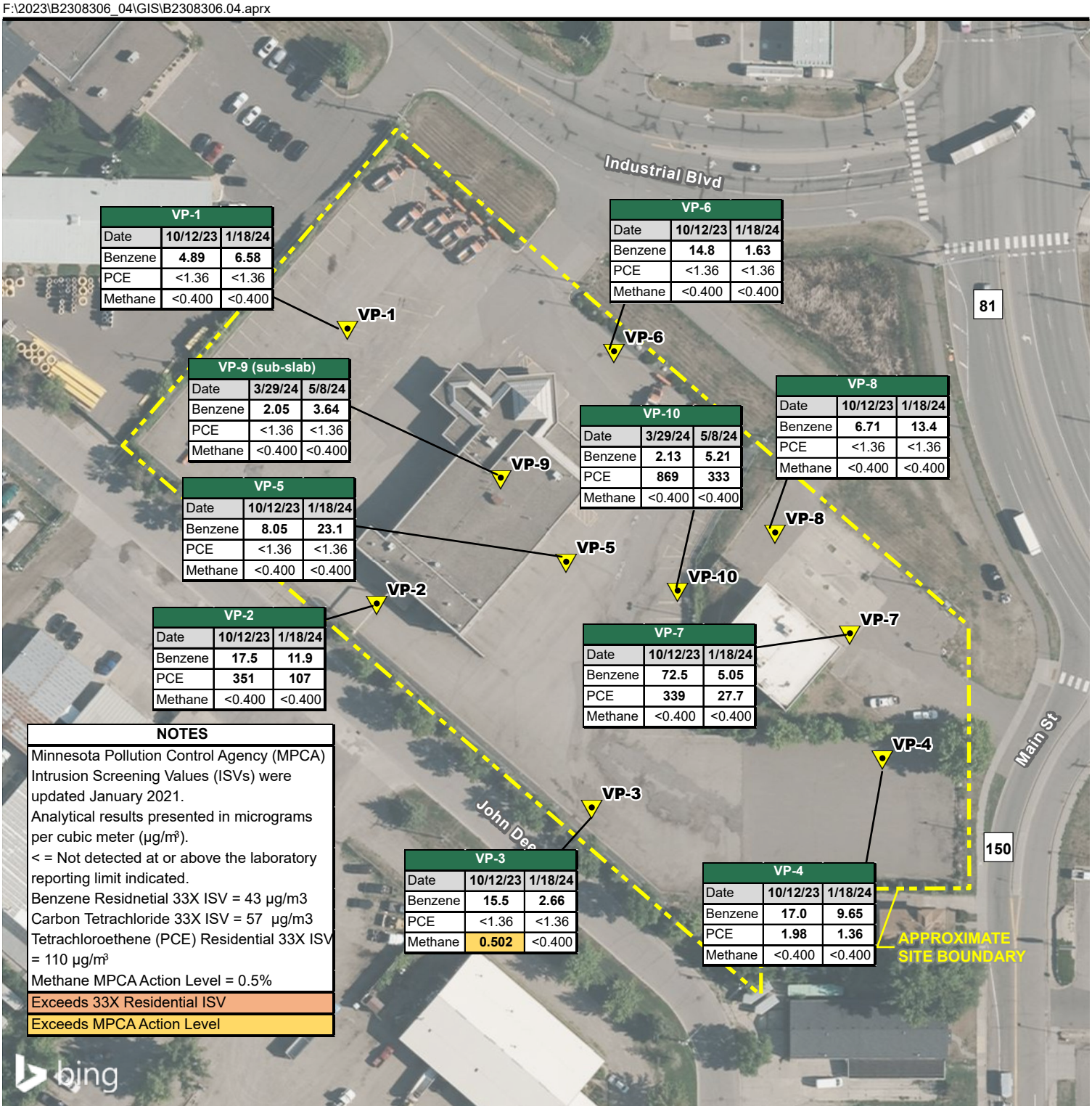
21701 Industrial Boulevard, 13013 Main Street, and 13017 Main Street

Rogers, Minnesota

Investigation Location Sketch

Figure 2

F:\2023\B2308306_04\GIS\B2308306.04.aprx



VP-1		
Date	10/12/23	1/18/24
Benzene	**4.89**	**6.58**
PCE	<1.36	<1.36
Methane	<0.400	<0.400

VP-6		
Date	10/12/23	1/18/24
Benzene	**14.8**	**1.63**
PCE	<1.36	<1.36
Methane	<0.400	<0.400

VP-9 (sub-slab)		
Date	3/29/24	5/8/24
Benzene	**2.05**	**3.64**
PCE	<1.36	<1.36
Methane	<0.400	<0.400

VP-10		
Date	3/29/24	5/8/24
Benzene	**2.13**	**5.21**
PCE	**869**	**333**
Methane	<0.400	<0.400

VP-8		
Date	10/12/23	1/18/24
Benzene	**6.71**	**13.4**
PCE	<1.36	<1.36
Methane	<0.400	<0.400

VP-5		
Date	10/12/23	1/18/24
Benzene	**8.05**	**23.1**
PCE	<1.36	<1.36
Methane	<0.400	<0.400

VP-2		
Date	10/12/23	1/18/24
Benzene	**17.5**	**11.9**
PCE	**351**	**107**
Methane	<0.400	<0.400

VP-7		
Date	10/12/23	1/18/24
Benzene	**72.5**	**5.05**
PCE	**339**	**27.7**
Methane	<0.400	<0.400

VP-3		
Date	10/12/23	1/18/24
Benzene	**15.5**	**2.66**
PCE	<1.36	<1.36
Methane	**0.502**	<0.400

VP-4		
Date	10/12/23	1/18/24
Benzene	**17.0**	**9.65**
PCE	**1.98**	**1.36**
Methane	<0.400	<0.400

NOTES

Minnesota Pollution Control Agency (MPCA) Intrusion Screening Values (ISVs) were updated January 2021.
Analytical results presented in micrograms per cubic meter (µg/m³).
< = Not detected at or above the laboratory reporting limit indicated.
Benzene Residnetial 33X ISV = 43 µg/m3
Carbon Tetrachloride 33X ISV = 57 µg/m3
Tetrachloroethene (PCE) Residential 33X ISV = 110 µg/m³
Methane MPCA Action Level = 0.5%
Exceeds 33X Residential ISV
Exceeds MPCA Action Level

Soil Vapor Probe

N

0 50 100 '

SCALE: 1" = 100'

Source: Google Earth Imagery

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Project No: B2308306.04

Drawing No: Fig3_SoilAnalytical

Drawn By: SL
Date Drawn: 3/19/2024
Checked By: PS
Last Modified: 5/20/2024

Rogers Redevelopment

21701 Industrial Boulevard, 13013 Main Street, and 13017 Main Street

Rogers, Minnesota

Soil Vapor Analytical Results

Figure 3

Table 1

Table 1
Soil Vapor Analytical Results
Rogers Redevelopment Project
Rogers, Minnesota
Project B2308306.02

Compound/Parameter	CAS No.	Sample Identifier and Date Collected										Commercial/ Industrial ISV ($\mu g/m^3$)	33X Commercial/ Industrial ISV ($\mu g/m^3$)
		VP-1		VP-2		VP-3		VP-4		VP-5			
		10/12/2023	1/18/2024	10/12/2023	1/18/2024	10/12/2023	1/18/2024	10/12/2023	1/18/2024	10/12/2023	1/18/2024		
Volatile Organic Compounds (VOCs) ($\mu g/m^3$)													
Acetone	67-64-1	**302** [E]	**15.8**	**245** [E]	**42.5**	**233**	**104**	**222**	**81.7**	**185**	**63.0**	110,000	3,700,000
Benzene	71-43-2	**4.89**	**6.58**	**17.5**	**11.9**	**15.5**	**2.66**	**17.0**	**9.65**	**8.05**	**23.1**	11	370
1,3-Butadiene	106-99-0	**20.7**	**5.93**	**43.1**	**21.2**	**46.0**	< 4.43	**41.2**	**11.5**	**27.7**	< 4.43	2.7	90
2-Butanone (Methyl ethyl ketone, MEK)	78-93-3	**37.5**	**3.80**	**37.7**	**12.4**	**47.8**	**33.0**	**71.7**	**32.4**	**20.0**	**55.1**	11,000	370,000
Carbon disulfide	75-15-0	< 0.622	**4.20**	**2.91**	< 0.622	**2.07**	**2.09**	< 0.622	**2.91**	**2.59**	**4.82**	2,800	93,000
Carbon tetrachloride	56-23-5	< 1.26	< 1.26	< 1.26	< 1.26	< 1.26	< 1.26	< 1.26	< 1.26	< 1.26	< 1.26	16	530
Chloroform	67-66-3	< 0.973	< 0.973	< 0.973	< 0.973	< 0.973	< 0.973	< 0.973	< 0.973	< 0.973	< 0.973	350	12,000
Chloromethane	74-87-3	**1.13**	< 0.413	< 0.413	< 0.413	< 0.413	**1.21**	**12.8**	**1.01**	**2.44**	< 0.413	320	11,000
Cyclohexane	110-82-7	< 0.689	**3.42**	**8.78**	**8.44**	**2.72**	< 0.689	< 0.689	**4.37**	**1.57**	**7.37**	21,000	700,000
1,4-Dichlorobenzene	106-46-7	**1.33**	< 1.20	< 1.20	< 1.20	**1.32**	< 1.20	**1.62**	< 1.20	< 1.20	< 1.20	210	7,000
Dichlorodifluoromethane (Freon 12)	75-71-8	**1.94**	**2.21**	**1.81**	**2.09**	< 0.989	**2.35**	< 0.989	**2.47**	< 0.989	**2.83**	NE	NE
1,1-Dichloroethane	75-34-3	< 0.802	< 0.802	< 0.802	< 0.802	**2.08**	< 0.802	< 0.802	< 0.802	< 0.802	< 0.802	NE	NE
trans-1,2-Dichloroethene	156-60-5	< 0.793	**0.808**	< 0.793	< 0.793	< 0.793	< 0.793	< 0.793	< 0.793	< 0.793	< 0.793	70	2300
Ethanol	64-17-5	**65.4**	**4.90** [B]	**26.8**	< 4.71	**20.2**	**16.1**	< 4.71	**11.6**	**20.7**	**8.86**	NE	NE
Ethyl acetate	141-78-6	**5.79**	< 2.27	< 2.27	< 2.27	< 2.27	< 2.27	< 2.27	< 2.27	< 2.27	< 2.27	250	8,300
Ethylbenzene	100-41-4	**3.92**	**5.51**	**17.6**	**11.8**	**4.73**	< 0.867	**7.07**	**4.42**	**4.51**	**2.54**	39	1,300
4-Ethyltoluene	622-96-8	**3.61**	< 0.982	**4.13**	< 0.982	**3.47**	< 0.982	**5.89**	**1.57**	**5.25**	< 0.982	NE	NE
n-Heptane	142-82-5	< 0.818	**6.18**	**10.1**	**12.0**	< 0.818	**1.31**	< 0.818	**7.36**	**2.95**	**10.7**	1,400	47,000
n-Hexane	110-54-3	**10.6**	**11.0**	**29.5**	**20.3**	**12.6**	< 2.22	**18.8**	**13.6**	**10.8**	**33.3**	2,500	83,000
2-Hexanone (Methyl butyl ketone)	591-78-6	< 5.11	< 5.11	< 5.11	< 5.11	< 5.11	< 5.11	< 5.11	< 5.11	< 5.11	< 5.11	110	3,700
Methylene chloride (Dichloromethane)	75-09-2	**4.10**	**0.795**	**1.78**	< 0.694	**1.86**	**11.0**	< 0.694	**0.743**	**2.50**	< 0.694	2,100	70,000
2-Propanol (Isopropyl alcohol)	67-63-0	**14.7**	< 3.07	< 3.07	< 3.07	< 3.07	< 3.07	< 3.07	< 3.07	< 3.07	< 3.07	700	23,000
Propylene	115-07-1	**138**	**46.1**	**405**	**148**	**337**	**29.4**	**439**	**119**	**161**	< 2.15	11,000	370,000
Styrene	100-42-5	**1.37**	< 0.851	**1.77**	< 0.851	< 0.851	< 0.851	**2.56**	< 0.851	**1.74**	< 0.851	3,200	110,000
Tetrachloroethene (Perchloroethene, PCE)	127-18-4	< 1.36	< 1.36	**351**	**107**	< 1.36	< 1.36	**1.98**	**1.36**	< 1.36	< 1.36	33	1,100
Toluene	108-88-3	**14.9**	**9.23**	**43.3**	**19.9**	**16.5**	**4.03**	**23.4**	**10.7**	**10.5**	**6.48**	14,000	470,000
Trichloroethene (TCE)	79-01-6	< 1.07	< 1.07	**6.75**	**2.23**	< 1.07	< 1.07	**1.39**	< 1.07	**1.73**	< 1.07	7.0[b]	230[b]
Trichlorofluoromethane (Freon 11)	75-69-4	< 1.12	**1.47**	< 1.12	< 1.12	< 1.12	**1.24**	< 1.12	**4.18**	< 1.12	< 1.12	3,500	120,000
1,2,4-Trimethylbenzene	95-63-6	**4.59**	< 0.982	**5.50**	< 0.982	**4.85**	< 0.982	**6.67**	**1.07**	**6.67**	**1.05**	210	7,000
1,3,5-Trimethylbenzene	108-67-8	**1.27**	< 0.982	**1.57**	< 0.982	**1.48**	< 0.982	**1.84**	< 0.982	**1.73**	< 0.982	210	7,000
Xylenes, m- & p-	179601-23-1	**9.64**	**2.30**	**14.9**	**4.64**	**9.68**	< 1.73	**16.0**	**3.75**	**11.2**	**2.74**	NE	NE
Xylene, o-	95-47-6	**3.11**	**0.967**	**4.64**	**1.71**	**3.59**	< 0.867	**5.42**	**1.66**	**3.90**	**1.70**	NE	NE
Xylenes, Total	1330-20-7	**12.75**	**3.27**	**19.54**	**6.35**	**13.27**	<RL	**21.4**	**5.41**	**15.1**	**4.44**	350[d]	12,000[d]
All other reported VOCs	---	<RL	<RL	<RL	<RL	<RL	<RL	<RL	<RL	<RL	<RL	---	---
Fixed Gases (Percent [%])													
Methane	74-82-8	< 0.400	< 0.400	< 0.400	< 0.400	**0.502**	< 0.400	< 0.400	< 0.400	< 0.400	< 0.400	0.5%	
Oxygen	7782-44-7	**21.2**	**20.8**	**19.3**	**20.1**	**15.4**	**20.8**	**14.4**	**20.5**	**20.3**	**16.8**	NE	
Carbon Monoxide	630-08-0	< 2.00	< 2.00	< 2.00	< 2.00	< 2.00	< 2.00	< 2.00	< 2.00	< 2.00	< 2.00	NE	
Carbon Dioxide	124-38-9	< 0.500	< 0.500	**1.11**	**0.67**	**3.51**	< 0.500	**4.03**	< 0.500	< 0.500	< 0.500	NE	

Notes are on page 3.

Exceeds 33X Commercial/Industrial ISV
Exceeds MPCA Action Level

Table 1
Soil Vapor Analytical Results
Rogers Redevelopment Project
Rogers, Minnesota
Project B2308306.02

Compound/Parameter	CAS No.	Sample Identifier and Date Collected										Commercial/ Industrial ISV ($\mu g/m^3$)	33X Commercial/ Industrial ISV ($\mu g/m^3$)
		VP-6		VP-7		VP-8		VP-9 (sub-slab)		VP-10			
		10/12/2023	1/18/2024	10/12/2023	1/18/2024	10/12/2023	1/18/2024	3/29/2024	5/8/2024	3/29/2024	5/8/2024		
Volatile Organic Compounds (VOCs) ($\mu g/m^3$)													
Acetone	67-64-1	**141**	**309** [E]	**252**	**18.9**	**221**	**46.6**	**33.5**	**124**	**261** [B]	**335** [E]	110,000	3,700,000
Benzene	71-43-2	**14.8**	**1.63**	**72.5**	**5.05**	**6.71**	**13.4**	**2.05**	**3.64**	**2.13**	**5.21**	11	370
1,3-Butadiene	106-99-0	**26.1**	< 4.43	**221***	**12.0**	**19.3**	**22.6**	< 4.43	< 4.43	< 4.43	< 4.43	2.7	90
2-Butanone (Methyl ethyl ketone, MEK)	78-93-3	**24.4**	**73.4**	**76.1**	**6.78**	**53.7**	**16.6**	< 3.69	**23.1**	**3.69**	**5.40**	11,000	370,000
Carbon disulfide	75-15-0	**3.58**	< 0.622	< 6.22	< 0.622	**1.01**	**11.3**	**0.669**	< 0.622	< 0.622	**2.70**	2,800	93,000
Carbon tetrachloride	56-23-5	< 1.26	< 1.26	**80.0**	**7.24**	< 1.26	< 1.26	< 1.26	< 1.26	< 1.26	< 1.26	16	530
Chloroform	67-66-3	< 0.973	< 0.973	**169**	**20.1**	< 0.973	< 0.973	< 0.973	< 0.973	< 0.973	< 0.973	350	12,000
Chloromethane	74-87-3	**2.17**	**1.12**	< 4.13	< 0.413	**1.81**	**1.16**	**2.75**	**1.48**	< 0.413	**1.35**	320	11,000
Cyclohexane	110-82-7	**2.29**	< 0.689	**20.3**	**1.10**	**2.18**	**6.23**	< 0.689	**4.86**	< 0.689	**1.15**	21,000	700,000
1,4-Dichlorobenzene	106-46-7	**1.25**	< 1.20	< 12.0	< 1.20	< 1.20	< 1.20	< 1.20	< 1.20	< 1.20	**4.18**	210	7,000
Dichlorodifluoromethane (Freon 12)	75-71-8	**3.09**	**2.32**	< 9.89	< 0.989	**2.37**	**2.06**	**2.39**	**2.27**	**1.94**	**2.39**	NE	NE
1,1-Dichloroethane	75-34-3	< 0.802	< 0.802	< 8.02	< 0.802	< 0.802	< 0.802	< 0.802	< 0.802	< 0.802	< 0.802	NE	NE
trans-1,2-Dichloroethene	156-60-5	< 0.793	< 0.793	< 7.93	< 0.793	< 0.793	< 0.793	< 0.793	< 0.793	< 0.793	< 0.793	70	2300
Ethanol	64-17-5	**176**	**28.8**	< 47.1	< 4.71	**15.0**	< 4.71	**34.1**	**7.60** [B]	**84.5**	**273** [E]	NE	NE
Ethyl acetate	141-78-6	< 2.27	< 2.27	< 22.7	< 2.27	< 2.27	< 2.27	< 2.27	< 2.27	< 2.27	< 2.27	250	8,300
Ethylbenzene	100-41-4	**2.67**	< 0.867	**23.6**	**1.45**	**3.63**	**5.68**	< 0.867	**2.02**	**1.60**	**3.35**	39	1,300
4-Ethyltoluene	622-96-8	**2.00**	**1.44**	< 9.82	< 0.982	**2.06**	**1.31**	< 0.982	< 0.982	< 0.982	< 0.982	NE	NE
n-Heptane	142-82-5	**3.68**	< 0.818	< 8.18	**1.86**	< 0.818	**9.61**	**1.75**	**2.77**	**1.08**	**2.94**	1,400	47,000
n-Hexane	110-54-3	**15.3**	**2.55**	**190**	**4.30**	**10.0**	**21.6**	**5.18**	**3.81**	< 2.22	**6.13**	2,500	83,000
2-Hexanone (Methyl butyl ketone)	591-78-6	< 5.11	< 5.11	< 51.1	< 5.11	**5.15**	< 5.11	< 5.11	**8.59**	< 5.11	**7.24**	110	3,700
Methylene chloride (Dichloromethane)	75-09-2	**2.05**	**9.10**	< 6.94	< 0.694	< 0.694	< 0.694	**2.03**	< 0.694	< 0.694	**2.43**	2,100	70,000
2-Propanol (Isopropyl alcohol)	67-63-0	**20.5**	< 3.07	< 30.7	< 3.07	**5.28**	< 3.07	**4.10**	< 3.07	< 3.07	**30.5**	700	23,000
Propylene	115-07-1	**227**	**10.0**	**916**	**93.7**	**250**	**417**	**39.4**	**27.4**	< 2.15	< 2.15	11,000	370,000
Styrene	100-42-5	**0.944**	< 0.851	< 8.51	< 0.851	**1.10**	**1.14**	< 0.851	**1.66**	< 0.851	**2.36**	3,200	110,000
Tetrachloroethene (Perchloroethene, PCE)	127-18-4	< 1.36	< 1.36	**339**	**27.7**	< 1.36	< 1.36	< 1.36	< 1.36	**869**	**333**	33	1,100
Toluene	108-88-3	**18.5**	**2.49**	**129**	**5.05**	**12.4**	**15.8**	**2.45**	**7.35**	**4.33**	**20.5**	14,000	470,000
Trichloroethene (TCE)	79-01-6	**1.45**	< 1.07	< 10.7	< 1.07	< 1.07	< 1.07	< 1.07	< 1.07	< 1.07	< 1.07	7.0[b]	230[b]
Trichlorofluoromethane (Freon 11)	75-69-4	< 1.12	**1.25**	< 11.2	< 1.12	< 1.12	< 1.12	< 1.12	**1.40**	**1.95**	**1.76**	3,500	120,000
1,2,4-Trimethylbenzene	95-63-6	**2.58**	**1.96**	< 9.82	< 0.982	**2.40**	**1.67**	< 0.982	**1.80**	**2.13**	< 0.982	210	7,000
1,3,5-Trimethylbenzene	108-67-8	< 0.982	< 0.982	< 9.82	< 0.982	< 0.982	< 0.982	< 0.982	< 0.982	< 0.982	< 0.982	210	7,000
Xylenes, m- & p-	179601-23-1	**7.38**	< 1.73	**57.7**	< 1.73	**7.03**	**4.03**	< 1.73	**5.38**	**4.99**	**14.4**	NE	NE
Xylene, o-	95-47-6	**2.34**	< 0.867	**19.7**	< 0.867	**2.31**	**1.86**	< 0.867	**2.19**	**1.72**	**3.25**	NE	NE
Xylenes, Total	1330-20-7	**9.72**	<RL	**77.4**	<RL	**9.34**	**5.89**	<RL	**7.57**	**6.71**	**17.7**	350[d]	12,000[d]
All other reported VOCs	---	<RL	<RL	<RL	<RL	<RL	<RL	<RL	<RL	<RL	<RL	---	---
Fixed Gases (Percent [%])													
Methane	74-82-8	< 0.400	< 0.400	< 0.400	< 0.400	< 0.400	< 0.400	< 0.400	< 0.400	< 0.400	< 0.400	0.5%	
Oxygen	7782-44-7	**20.5**	**20.8**	**17.3**	**20**	**21.0**	**19.6**	**20.9**	**21.8**	**20.6**	**21.8**	NE	
Carbon Monoxide	630-08-0	< 2.00	< 2.00	< 2.00	< 2.00	< 2.00	< 2.00	< 2.00	< 2.00	< 2.00	< 2.00	NE	
Carbon Dioxide	124-38-9	< 0.500	< 0.500	**1.27**	**0.66**	< 0.500	< 0.500	< 0.500	< 0.500	< 0.500	< 0.500	NE	

Notes are on page 3.

Exceeds 33X Commercial/Industrial ISV
Exceeds MPCA Action Level

Table 1
Soil Vapor Analytical Results
Rogers Redevelopment Project
Rogers, Minnesota
Project B2308306.02

Notes

Minnesota Pollution Control Agency (MPCA) Intrusion Screening Values (ISVs) were updated in January 2021.

µg/m^3 = Micrograms per cubic meter.

< = Not detected at or above the laboratory reporting limit indicated.

--- = Not analyzed or calculated for this parameter or not applicable.

RL = Reporting limits for other parameters that are not listed individually in this table because their concentrations were below reporting limits provided in the laboratory report.

NE = Regulatory limit not established for this parameter.

* = concentration exceeded 33X Residential ISVs; however, it is not a contaminant of concern

[b] = In existing buildings, indoor air results exceeding the ISV or sub-slab results exceeding 33X ISV may require expedited action when a woman who is pregnant or could become pregnant is present.

[d] = The laboratory reports values for m- & p- xylenes and o-xylene, however the regulatory limit is for the combination of m-, p-, and o-xylenes.

[B] = The same analte is found in the associated blank

[E] = The analyte concentration exceeds the upper limit of the calibration range of the instrument established by the initial calibration (ICAL). .

Exceeds 33X Commercial/Industrial ISV
Exceeds MPCA Action Level

Appendix E

2024 Retroactive No Association Determination and No Association Determination Letters

MINNESOTA POLLUTION CONTROL AGENCY

520 Lafayette Road North | St. Paul, Minnesota 55155-4194 | 651-296-6300

800-657-3864 | Use your preferred relay service | info.pca@state.mn.us | Equal Opportunity Employer

April 3, 2024

VIA EMAIL

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

RE: Retroactive No Association Determination for Past Actions
No Association Determination for Proposed Actions
Boyer Trucks, 21701 Industrial Boulevard and 13013 Main Street, Rogers
MPCA Site ID: BF0002675
MPCA Billing ID: 48836
PINs: 2312023240004, 2312023240006, 2312023240025, and 2312023240026

Dear Brett Angell:

This letter is in response to the request from Kathryn Cleveland and Stephen Jansen of Braun Intertec for a determination under Minn. Stat. § 115B.178, subd. 1(b), that certain past actions taken by the City of Rogers at the Boyer Trucks site, located at the address referenced above (the Site), did not constitute conduct that would associate the City of Rogers with the release or threatened release of hazardous substances, pollutants, or contaminants at the Site for the purpose of Minn. Stat. § 115B.03, subd. 3(a)(4).

The Minnesota Pollution Control Agency (MPCA) staff in the Voluntary Investigation and Cleanup (VIC) Program has reviewed the documents submitted for the Site. The 3.5-acre Site is part of a larger four-acre area planed for commercial redevelopment, which includes the adjacent VIC site (Holiday Station Store 79, BF0002673). The Site had been developed for agricultural use by 1937, with a farmstead present by 1947. An automotive salvage yard occupied the Site from at least 1966 through the mid-1970s. From the early 1980s through the 1990s, the Site was redeveloped with a building and parking area for use as a truck sales and service center. By 1998, the original truck service building was demolished and replaced by a larger truck service and sales building and a paved parking lot. The original farmstead building was demolished in 2004. Since 2021, the Site has remained vacant. The City of Rogers intends to redevelop the larger four-acre site with a commercial building for use as a police station and city hall.

Subsurface investigations completed at the Site in October 2023 included the advancement of nine soil borings. Ten soil samples were collected and analyzed for volatile organic compounds (VOCs), polynuclear aromatic hydrocarbons (PAHs), Priority Pollutant (PP) metals, gasoline range organics (GRO), and diesel range organics (DRO). The concentration of PAHs, expressed as the benzo(a)pyrene equivalent, were less than the residential soil reference value (SRV). Metals were within the range of typical background concentrations. Only petroleum-related VOCs were detected in the soil samples.

Four groundwater samples were collected from temporary monitoring wells and analyzed for VOCs, dissolved PP metals, PAHs, GRO, and DRO. Only petroleum-related VOCs were detected in groundwater. Manganese was detected in three groundwater samples at concentrations greater than drinking water criteria. The MPCA does not consider the other metals detected in the groundwater samples to represent a release. In general, groundwater samples collected from temporary wells can result in detection of metals that are not representative of groundwater conditions, due to sediment entrained in the sample.

Because the planned commercial building on the Site extends on to the adjacent VIC site, the soil vapor investigation described in this letter includes soil vapor samples collected at both VIC sites. A total of eight soil vapor samples were collected on the two sites in October 2023 (non-heating season) and January 2024 (heating season). Tetrachloroethene (PCE) and trichloroethene (TCE) were detected in soil vapor at maximum concentrations of 351 ($\mu g/m^3$) and 6.75 $\mu g/m^3$, respectively, which are less than the MPCA action level of thirty-three times (33X) their commercial intrusion screening values (ISV). Carbon tetrachloride was detected in one sample at a concentration of 80 $\mu g/m^3$, which is also less than its vapor mitigation action level. Only 1,3-butadiene was detected in soil vapor at concentrations greater than 33X its commercial ISV. 1,3-butadiene is commonly found in soil vapor in urban environments due to its association with petroleum products, vehicle exhaust, and asphalt. It is unlikely that the 1,3-butadiene stems from a release of hazardous substances at the Site.

The location of the soil vapor samples described above were chosen prior to the final footprint of the planned building. Two additional soil vapor samples (two seasonal rounds) within the final footprint of the planned building are necessary prior to making a building mitigation decision.

For the purpose of this letter, the identified release consists of manganese in groundwater and PCE and other non-petroleum VOCs in soil vapor (Identified Release). This letter does not address petroleum-related contaminants. Petroleum contamination detected at the Site is under the oversight of the MPCA's Petroleum Brownfield Program.

Based upon a review of the information provided to the MPCA VIC Program, and subject to the conditions set forth in this letter, a determination is hereby made pursuant to Minn. Stat. § 115B.178, subd. 1(b) that the past actions (Past Actions) as described below and as described in the Affidavit of Brett Angell dated February 27, 2024 (Affidavit) will not associate the City of Rogers with the Identified Release for the purpose of Minn. Stat. § 115B.03, subd. 3(a)(4). This determination is being sought for the City of Rogers and the determination is retroactive to the date that the City of Rogers purchased the Site. This determination applies to the following Past Actions:

- Purchase of the Site
- Operation and maintenance of the Site building, grounds, and related infrastructure

This letter also addresses the City of Roger's request for a determination under Minn. Stat. § 115B.178, subd. 1(a) that certain actions proposed to be taken by the City of Rogers at the Site will not constitute conduct associating the City of Rogers with the release or threatened release of hazardous substances, contaminants, or pollutants at the Site for the purposes of Minn. Stat. § 115B.03, subd. 3(a)(4).

Based upon a review of the information provided to the MPCA VIC Program, and subject to the conditions set forth in this letter, a determination is hereby made pursuant to Minn. Stat. § 115B.178, subd. 1(a) that the proposed actions (Proposed Actions) as described below will not associate the City of

Rogers with the Identified Release for the purpose of Minn. Stat. § 115B.03, subd. 3(a)(4). This determination applies to the following Proposed Actions:

- Redevelopment of the Site with a commercial building for use as a police station and city hall and related infrastructure in accordance with an MPCA-approved Response Action Plan/Construction Contingency Plan
- Operation and maintenance of the Site building, grounds, and related infrastructure

The Retroactive No Association Determination and No Association Determination made in this letter are subject to the following conditions:

1. The representations made in the Affidavit are accurate and the Past Actions were carried out as described herein and in the Affidavit.

2. The Proposed Actions shall be carried out as described herein.

3. The City of Rogers shall cooperate with the MPCA, its employees, contractors, and others acting at the MPCA's direction, in the event that the MPCA takes, or directs others to take, response actions at the Site to address the Identified Release or any other as yet unidentified release or threatened release of a hazardous substance, pollutant, or contaminant, including, but not limited to, granting access to the Site so that response actions can be taken.

4. The City of Rogers shall avoid actions that contribute to the Identified Release or that interfere with response actions required under any MPCA-approved response action plan to address the Identified Release.

5. Two additional soil vapor samples (two seasonal events) shall be collected within the footprint of the planned building, in accordance with the MPCA's Best Management Practices for Vapor Investigation and Building Mitigation Decisions. If soil vapor contaminants are detected at concentrations greater than MPCA action levels, an active vapor mitigation system shall be installed in the future Site building, in accordance with an MPCA-approved Response Action Plan, and an environmental covenant will be required to document the affirmative obligation to operate and maintain the vapor mitigation system.

Pursuant to Minn. Stat. § 115B.178, subd.1, when the City of Rogers takes the Proposed Actions in accordance with the determination in this letter, subject to the conditions stated herein, the Proposed Actions will not associate the City of Rogers with the Identified Release for the purpose of Minn. Stat. § 115B.03, subd. 3(a)(4).

The determination made in this letter applies to the City of Roger's successors and assigns if the successors and assigns: 1) are not otherwise responsible for the Identified Release at the Site; 2) do not engage in activities with respect to the Identified Release which are substantially different from the activities which the City of Rogers proposes to take, as described herein; and 3) comply with the conditions set forth in this letter.

Please be advised that the determination made in this letter is subject to the disclaimers found in Attachment A and is contingent on compliance with the terms and conditions set forth herein, including or the submittal of the copy of the recorded Environmental Covenant documents.

If you have any questions about the contents of this letter, please contact Amanda Guertin, Project Manager, at 651-757-2369 or by email at amanda.guertin@state.mn.us.

Sincerely,

Amy K. Hadiaris

This document has been electronically signed.

Amy K. Hadiaris, P.G.
Supervisor
Voluntary Investigation and Cleanup Unit
Remediation Division

AKH/AG:mh

Enclosure

cc: Tom Frame, Hennepin County (electronic) (w/attachment)
Kathryn Cleveland, Braun Intertec (electronic) (w/attachment)

Disclaimers

Boyer Trucks

MPCA Site ID: BF0002675

1. Reservation of authorities

   The Minnesota Pollution Control Agency (MPCA) Commissioner reserves the authority to take any appropriate actions with respect to any release, threatened release, or other conditions at the Site. The MPCA Commissioner also reserves the authority to take such actions if the voluntary party does not proceed in the manner described in this letter or if actions taken or omitted by the voluntary party with respect to the Site contribute to any release or threatened release or create an imminent and substantial danger to public health and welfare.

2. No MPCA assumption of liability

   The MPCA, its Commissioner and staff do not assume any liability for any release, threatened release or other conditions at the Site or for any actions taken or omitted by the voluntary party with regard to the release, threatened release, or other conditions at the Site, whether the actions taken or omitted are in accordance with this letter or otherwise.

3. Letter based on current information

   All statements, conclusions and representations in this letter are based upon information known to the MPCA Commissioner and staff at the time this letter was issued. The MPCA Commissioner and staff reserve the authority to modify or rescind any such statement, conclusion or representation and to take any appropriate action under the Commissioner's authority if the MPCA Commissioner or staff acquires information after issuance of this letter that provides a basis for such modification or action.

4. Disclaimer regarding use or development of the property

   The MPCA, it's Commissioner and staff do not warrant that the Site is suitable or appropriate for any particular use.

5. Disclaimer regarding investigative or response action at the property

   Nothing in this letter is intended to authorize any response action under Minn. Stat. § 115B.17, subd. 12.

6. This approval does not supplant any applicable state or local stormwater permits, ordinances, or other regulatory documents.

MINNESOTA POLLUTION CONTROL AGENCY

520 Lafayette Road North | St. Paul, Minnesota 55155-4194 | 651-296-6300

800-657-3864 | Use your preferred relay service | info.pca@state.mn.us | Equal Opportunity Employer

April 3, 2024

VIA EMAIL

Brett Angell
City of Rogers
22350 S. Diamond Lake Road
Rogers, MN 55438

RE: Retroactive No Association Determination for Past Actions
No Association Determination for Proposed Actions
Holiday Station Store 79, 13017 Main Street, Rogers
MPCA Site ID: BF0002673
MPCA Billing ID: 127355
PIN: 2312023240023

Dear Brett Angell:

This letter is in response to the request from Kathryn Cleveland and Stephen Jansen of Braun Intertec for a determination under Minn. Stat. § 115B.178, subd. 1(b), that certain past actions taken by the City of Rogers (City) at the Holiday Station Store 79 site, located at the address referenced above (the Site), did not constitute conduct that would associate the City of Rogers with the release or threatened release of hazardous substances, pollutants, or contaminants at the Site for the purpose of Minn. Stat. § 115B.03, subd. 3(a)(4).

The Minnesota Pollution Control Agency (MPCA) staff in the Voluntary Investigation and Cleanup (VIC) Program has reviewed the documents submitted for the Site. The 0.64-acre Site is part of a larger four-acre area planned for commercial redevelopment, which includes the west-adjacent VIC site (Boyer Trucks, BF0002675). The Site was agricultural land by 1937, with a farmstead present by 1947. The current building was constructed in 1977, for use as a gas station until 2011. The building has been vacant since that time. The City of Rogers intends to redevelop the larger four-acre site with a commercial building for use as a police station and city hall.

Subsurface investigations completed at the Site in October 2023 included the advancement of three soil borings. Four soil samples were collected and analyzed for volatile organic compounds (VOCs), polynuclear aromatic hydrocarbons (PAHs), Priority Pollutant (PP) metals, gasoline range organics (GRO), and diesel range organics (DRO). Metals and PAHs, the latter expressed as the benzo(a)pyrene equivalent, were detected at typical background concentrations. Only petroleum-related contaminants were detected in the soil samples.

Two groundwater samples were collected from temporary monitoring wells and analyzed for VOCs, dissolved PP metals, PAHs, GRO, and DRO. Only petroleum-related contaminants were detected in groundwater. Manganese was detected in both groundwater samples at a concentration greater than drinking water criteria. The MPCA does not consider the other metals detected in the groundwater samples to represent a release. Some naturally occurring metals in the aquifer matrix can

be released into solution due to geochemical changes in the groundwater related to degradation of petroleum VOCs. In addition, groundwater samples collected from temporary wells can result in detection of metals that are not representative of groundwater conditions, due to sediment entrained in the sample.

Because the planned commercial building on the Site extends on to the adjacent VIC site, the soil vapor investigation described in this letter includes soil vapor samples collected at both VIC sites. A total of eight soil vapor samples were collected on the two sites in October 2023 (non-heating season) and January 2024 (heating season). Tetrachloroethene (PCE) and trichloroethene (TCE) were detected in soil vapor at maximum concentrations of 351 ($\mu g/m^3$) and 6.75 $\mu g/m^3$, respectively, which are less than the MPCA action level of thirty-three times (33X) their commercial intrusion screening values (ISV). Carbon tetrachloride was detected in one sample at a concentration of 80 $\mu g/m^3$, which is also less than its vapor mitigation action level. Only 1,3-butadiene was detected in soil vapor at concentrations greater than 33X its commercial ISV. 1,3-butadiene is commonly found in soil vapor in urban environments due to its association with petroleum products, vehicle exhaust, and asphalt. It is unlikely that the 1,3-butadiene stems from a release of hazardous substances at the Site.

The location of the soil vapor samples described above were chosen prior to the final footprint of the planned building. Two additional soil vapor samples (two seasonal rounds) within the final footprint of the planned building are necessary prior to making a building mitigation decision.

For the purpose of this letter, the identified release consists of manganese in groundwater and PCE and other non-petroleum VOCs in soil vapor (Identified Release). This letter does not address petroleum-related contaminants. Petroleum contamination detected at the Site is under the oversight of the MPCA's Petroleum Brownfield Program.

Based upon a review of the information provided to the MPCA VIC Program, and subject to the conditions set forth in this letter, a determination is hereby made pursuant to Minn. Stat. § 115B.178, subd. 1(b) that the past actions (Past Actions) as described below and as described in the Affidavit of Brett Angell dated February 27, 2024 (Affidavit) will not associate the City of Rogers with the Identified Release for the purpose of Minn. Stat. § 115B.03, subd. 3(a)(4). This determination is being sought for The City of Rogers and the determination is retroactive to the date that the City of Rogers purchased the Site. This determination applies to the following Past Actions:

- Purchase of the Site in January 2015
- Use of the Site as a vehicle donation center
- Operation and maintenance of the Site building, grounds, and related infrastructure

This letter also addresses the City of Roger's request for a determination under Minn. Stat. § 115B.178, subd. 1(a) that certain actions proposed to be taken by the City of Rogers at the Site will not constitute conduct associating the City of Rogers with the release or threatened release of hazardous substances, contaminants, or pollutants at the Site for the purposes of Minn. Stat. § 115B.03, subd. 3(a)(4).

Based upon a review of the information provided to the MPCA VIC Program, and subject to the conditions set forth in this letter, a determination is hereby made pursuant to Minn. Stat. § 115B.178, subd. 1(a) that the proposed actions (Proposed Actions) as described below will not associate the City of Rogers with the Identified Release for the purpose of Minn. Stat. § 115B.03, subd. 3(a)(4). This determination applies to the following Proposed Actions:

- Redevelopment of the Site with a commercial building for use as a city hall and police station, and related infrastructure in accordance with an MPCA-approved Response Action Plan/Construction Contingency Plan (RAP/CCP)

- Operation and maintenance of the Site building, grounds, and related infrastructure

The Retroactive No Association Determination and No Association Determination made in this letter are subject to the following conditions:

1. The representations made in the Affidavit are accurate and the Past Actions were carried out as described herein and in the Affidavit.

2. The Proposed Actions shall be carried out as described herein.

3. The City of Rogers shall cooperate with the MPCA, its employees, contractors, and others acting at the MPCA's direction, in the event that the MPCA takes, or directs others to take, response actions at the Site to address the Identified Release or any other as yet unidentified release or threatened release of a hazardous substance, pollutant, or contaminant, including, but not limited to, granting access to the Site so that response actions can be taken.

4. The City of Rogers shall avoid actions that contribute to the Identified Release or that interfere with response actions required under any MPCA-approved response action plan to address the Identified Release.

5. Two additional soil vapor samples (two seasonal events) shall be collected within the footprint of the planned building, in accordance with the MPCA's Best Management Practices for Vapor Investigation and Building Mitigation Decisions. If soil vapor contaminants are detected at concentrations greater than MPCA action levels, an active vapor mitigation system shall be installed in the future Site building, in accordance with an MPCA-approved Response Action Plan, and an environmental covenant will be required to document the affirmative obligation to operate and maintain the vapor mitigation system.

Pursuant to Minn. Stat. § 115B.178, subd.1, when the City of Rogers takes the Proposed Actions in accordance with the determination in this letter, subject to the conditions stated herein, the Proposed Actions will not associate the City of Rogers with the Identified Release for the purpose of Minn. Stat. § 115B.03, subd. 3(a)(4).

The determination made in this letter applies to the City of Roger's successors and assigns if the successors and assigns: 1) are not otherwise responsible for the Identified Release at the Site; 2) do not engage in activities with respect to the Identified Release which are substantially different from the activities which the City of Rogers proposes to take, as described herein; and 3) comply with the conditions set forth in this letter.

Please be advised that the determination made in this letter is subject to the disclaimers found in Attachment A and is contingent on compliance with the terms and conditions set forth herein, including the submittal of the copy of the recorded Environmental Covenant documents.

If you have any questions about the contents of this letter, please contact Amanda Guertin, Project Manager, at 651-757-2369 or by email at amanda.guertin@state.mn.us.

Sincerely,

Amy K. Hadiaris

This document has been electronically signed.

Amy K. Hadiaris, P.G.
Supervisor
Voluntary Investigation and Cleanup Unit
Remediation Division

AKH/AG:mh

Enclosure

cc: Tom Frame, Hennepin County (electronic) (w/attachment)
Kathryn Cleveland, Braun Intertec (electronic) (w/attachment)

Disclaimers

Holiday Stationstore 79

MPCA Site ID: BF0002673

1. Reservation of authorities

   The Minnesota Pollution Control Agency (MPCA) Commissioner reserves the authority to take any appropriate actions with respect to any release, threatened release, or other conditions at the Site. The MPCA Commissioner also reserves the authority to take such actions if the voluntary party does not proceed in the manner described in this letter or if actions taken or omitted by the voluntary party with respect to the Site contribute to any release or threatened release or create an imminent and substantial danger to public health and welfare.

2. No MPCA assumption of liability

   The MPCA, its Commissioner and staff do not assume any liability for any release, threatened release or other conditions at the Site or for any actions taken or omitted by the voluntary party with regard to the release, threatened release, or other conditions at the Site, whether the actions taken or omitted are in accordance with this letter or otherwise.

3. Letter based on current information

   All statements, conclusions and representations in this letter are based upon information known to the MPCA Commissioner and staff at the time this letter was issued. The MPCA Commissioner and staff reserve the authority to modify or rescind any such statement, conclusion or representation and to take any appropriate action under the Commissioner's authority if the MPCA Commissioner or staff acquires information after issuance of this letter that provides a basis for such modification or action.

4. Disclaimer regarding use or development of the property

   The MPCA, it's Commissioner and staff do not warrant that the Site is suitable or appropriate for any particular use.

5. Disclaimer regarding investigative or response action at the property

   Nothing in this letter is intended to authorize any response action under Minn. Stat. § 115B.17, subd. 12.

6. This approval does not supplant any applicable state or local stormwater permits, ordinances, or other regulatory documents.

Appendix F

2025 Geotechnical Evaluation Draft Boring Logs

LOG OF BORING

See Descriptive Terminology sheet for explanation of abbreviations

Project Number B2411055
Geotechnical Evaluation
City of Rogers New Police Department and City Hall
21701 Industrial Blvd
Rogers, Minnesota

BORING: **ST-1**
LOCATION:
DATUM: NAD 1983 HARN Adj MN Hennepin (US Feet)
NORTHING: 246123 EASTING: 455938
DRILLER: D. Michalski LOGGED BY: D. Leffler START DATE: 12/06/24 END DATE: 12/06/24
SURFACE ELEVATION: 959.7 ft RIG: 7516B METHOD: 3 1/4" HSA SURFACING: Bituminous WEATHER: Clear

Elev./ Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Sample	Blows (N-Value) Recovery	q_p tsf	MC %	Tests or Remarks
958.9		PAVEMENT, 4 inches of bituminous over 6 inches of apparent aggregate base, petroleum-like odor					
0.8		FILL: SILTY SAND (SM), fine to medium-grained, contains lenses of Clay, trace Gravel, brown, moist, petroleum-like odor		4-2-2 (4) 6"			
955.7		SANDY LEAN CLAY (CL), trace Gravel, brown to gray, moist, soft to stiff (GLACIAL TILL)		1-2-2 (4) 12"	1		
4.0			5	2-3-4 (7) 16"	1.5		
			10	2-4-5 (9) 18"	1		
				2-4-7 (11) 18"	1.5		
			15	3-5-7 (12) 18"	1.75		
			20	2-4-7 (11) 18"	2		
				3-6-9-11 (15) 22"			
935.2							
24.5		END OF BORING Boring then grouted	25				Water not observed while drilling.
			30				

DRAFT

LOG OF BORING

See Descriptive Terminology sheet for explanation of abbreviations

Project Number B2411055
Geotechnical Evaluation
City of Rogers New Police Department and City Hall
21701 Industrial Blvd
Rogers, Minnesota

BORING: **ST-2**
LOCATION:
DATUM: NAD 1983 HARN Adj MN Hennepin (US Feet)
NORTHING: 246092 EASTING: 456070
DRILLER: D. Michalski LOGGED BY: D. Leffler START DATE: 12/09/24 END DATE: 12/09/24
SURFACE ELEVATION: 959.4 ft RIG: 7516B METHOD: 3 1/4" HSA SURFACING: Bituminous WEATHER: Clear

Elev./ Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Sample	Blows (N-Value) Recovery	q_p tsf	MC %	Tests or Remarks
958.6		PAVEMENT, 2 1/2 inches of bituminous over 7 inches of apparent aggregate base, petroleum-like odor					
0.8		FILL: LEAN CLAY (CL), slightly organic layers, dark gray to dark brown, moist		4-4-6 (10) 18"			
			5	3-2-3 (5) 12"	1.25		
952.4							
7.0		SANDY LEAN CLAY (CL), trace Gravel, brown to gray, medium to very stiff (GLACIAL TILL)		3-2-3 (5) 18"	0.75		
			10	3-3-4 (7) 18"	1		
				2-6-9 (15) 16"	1.75		
			15	4-5-7 (12) 18"	1.5		
			20	6-9-12 (21) 18"	2		
	▽			10-9-10-10 (19) 4"	2.25		
934.9							
24.5		END OF BORING Boring then grouted	25				Water observed at 22.5 feet while drilling.
			30				

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LOG OF BORING

See Descriptive Terminology sheet for explanation of abbreviations

Project Number B2411055
Geotechnical Evaluation
City of Rogers New Police Department and City Hall
21701 Industrial Blvd
Rogers, Minnesota

BORING: **ST-3**
LOCATION:
DATUM: NAD 1983 HARN Adj MN Hennepin (US Feet)
NORTHING: 246022 EASTING: 456159
DRILLER: D. Michalski LOGGED BY: D. Leffler START DATE: 12/09/24 END DATE: 12/09/24
SURFACE ELEVATION: 962.8 ft RIG: 7516B METHOD: 3 1/4" HSA SURFACING: Bituminous WEATHER: Clear

Elev./ Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Sample	Blows (N-Value) Recovery	q_p tsf	MC %	Tests or Remarks
961.7		PAVEMENT, 4 inches of bituminous over 11 inches of apparent aggregate base					
1.1		FILL: SILTY SAND (SM), fine to coarse-grained, trace Gravel, brown, dry to moist, petroleum-like odor		11-13-13 (26) 12"			
			5	13-11-4 (15) 6"			
955.8							
7.0		FILL: SANDY LEAN CLAY (CL), trace Gravel, brown, moist, soft		2-2-2 (4) 6"			
953.8							
9.0		SANDY LEAN CLAY (CL), trace Gravel, brown, moist, medium to very stiff (GLACIAL TILL)	10	1-3-4 (7) 16"	1		
				2-3-3 (6) 18"	1		
			15	2-3-5 (8) 18"	1.25		
			20	3-4-6 (10) 18"	1.75		
	▽	*Poorly Graded Sand with Silt seam at 23 feet*		6-12-13-16 (25) 16"			
938.3							
24.5		END OF BORING	25				Water observed at 22.5 feet while drilling.
		Boring then grouted					
			30				

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LOG OF BORING

See Descriptive Terminology sheet for explanation of abbreviations

Project Number B2411055
Geotechnical Evaluation
City of Rogers New Police Department and City Hall
21701 Industrial Blvd
Rogers, Minnesota

BORING: **ST-4**
LOCATION:
DATUM: NAD 1983 HARN Adj MN Hennepin (US Feet)
NORTHING: 245937 EASTING: 456156
DRILLER: D. Michalski LOGGED BY: D. Leffler START DATE: 12/09/24 END DATE: 12/09/24
SURFACE ELEVATION: 962.4 ft RIG: 7516B METHOD: 3 1/4" HSA SURFACING: Dirt/Demo Site WEATHER: Clear

Elev./ Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Sample	Blows (N-Value) Recovery	q_p tsf	MC %	Tests or Remarks
960.4		CLAYEY SAND (SC), fine to coarse-grained, trace Gravel, brown, moist (TOPSOIL FILL)					
2.0		FILL: SILTY SAND (SM), fine to coarse-grained, trace Gravel, brown to dark brown, moist		4-7-8 (15) 12"			
			5	7-9-11 (20) 12"			
				6-5-4 (9) 10"			
			10	2-3-1 (4) 16"			
950.4							
12.0		SANDY LEAN CLAY (CL), trace Gravel, brown, moist, medium (GLACIAL TILL)		1-3-3 (6) 18"	1.25		
			15	2-3-5 (8) 18"	1.5		
942.4	▽						
20.0		CLAYEY SAND (SC), trace Gravel, brown, wet, medium dense (GLACIAL TILL)	20	5-9-10 (19) 8"			
				13-14-16-24 (30) 6"			
937.9							
24.5		END OF BORING Boring then grouted	25				Water observed at 20.0 feet while drilling.
			30				

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LOG OF BORING

See Descriptive Terminology sheet for explanation of abbreviations

Project Number B2411055
Geotechnical Evaluation
City of Rogers New Police Department and City Hall
21701 Industrial Blvd
Rogers, Minnesota

BORING: **ST-5**
LOCATION:
DATUM: NAD 1983 HARN Adj MN Hennepin (US Feet)
NORTHING: 245974 EASTING: 456069
DRILLER: D. Michalski LOGGED BY: D. Leffler
START DATE: 12/06/24 END DATE: 12/06/24
SURFACE ELEVATION: 956.8 ft RIG: 7516B METHOD: 3 1/4" HSA
SURFACING: Bituminous WEATHER: Clear

Elev./ Depth ft	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Sample	Blows (N-Value) Recovery	q_p tsf	MC %	Tests or Remarks
955.8	PAVEMENT, 3 inches of bituminous over 9 1/2 inches of apparent aggregate base					
1.0	FILL: SANDY LEAN CLAY (CL), trace Gravel, contains seams of Silt, gray and brown, moist, medium		3-3-4 (7) 18"			
952.8						
4.0	SILT (ML), trace Gravel, brown, wet to moist, stiff to very stiff (ALLUVIUM)	5	3-5-5 (10) 12"	1		
			3-4-6 (10) 16"			
		10	4-8-8 (16) 18"	0.75		
944.8						
12.0	SILTY SAND (SM), fine to medium-grained, brown, moist, medium dense (GLACIAL TILL)		6-9-11 (20) 14"			
942.8						
14.0	SANDY LEAN CLAY (CL), trace Gravel, brown to gray, moist (GLACIAL TILL) *Silty Sand lens at 15 feet*	15	5-6-7 (13) 18"	1.75		
		20	10-9-10 (19) 0"			No recovery
			5-5-6-5 (11) 24"	1.25		
932.3						
24.5	END OF BORING Boring then grouted	25				Water not observed while drilling.
		30				

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LOG OF BORING

See Descriptive Terminology sheet for explanation of abbreviations

Project Number B2411055
Geotechnical Evaluation
City of Rogers New Police Department and City Hall
21701 Industrial Blvd
Rogers, Minnesota

BORING: **ST-6**
LOCATION:
DATUM: NAD 1983 HARN Adj MN Hennepin (US Feet)
NORTHING: 246022 EASTING: 456011
DRILLER: D. Michalski LOGGED BY: D. Leffler
START DATE: 12/06/24 END DATE: 12/06/24
SURFACE ELEVATION: 960.1 ft RIG: 7516B METHOD: 3 1/4" HSA
SURFACING: Bituminous WEATHER: Clear

Elev./ Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Sample	Blows (N-Value) Recovery	q_p tsf	MC %	Tests or Remarks
959.0		PAVEMENT, 2 inches of bituminous over 11 1/2 inches of apparent aggregate base					
1.1		FILL: CLAYEY SAND (SC), trace Gravel, dark brown, moist		5-7-7 (14) 7"			
956.1							
4.0		FILL: SANDY LEAN CLAY (CL), trace Gravel, brown, moist	5	3-4-4 (8) 6"			
953.1							
7.0		SANDY LEAN CLAY (CL), trace Gravel, brown, moist, stiff (GLACIAL TILL)		3-6-7 (13) 18"	2		
951.1	▽						
9.0		SILTY SAND (SM), fine to medium-grained, brown, wet, medium dense (GLACIAL TILL)	10	3-7-8 (15) 8"			
				4-10-13 (23) 18"			
			15	6-9-10 (19) 12"			
941.1							
19.0		SANDY LEAN CLAY (CL), fine-grained, trace Gravel, brown and gray, moist, very stiff (GLACIAL TILL)	20	4-8-12 (20) 18"	1.75		
				4-7-12-12 (19) 24"	3.25		
935.6							
24.5		END OF BORING Boring then grouted	25				Water observed at 9.0 feet while drilling.
			30				

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LOG OF BORING

See Descriptive Terminology sheet for explanation of abbreviations

Project Number B2411055
Geotechnical Evaluation
City of Rogers New Police Department and City Hall
21701 Industrial Blvd
Rogers, Minnesota

BORING: **ST-7**
LOCATION:
DATUM: NAD 1983 HARN Adj MN Hennepin (US Feet)
NORTHING: 245980 EASTING: 455914
START DATE: 12/06/24 END DATE: 12/06/24
SURFACING: Bituminous WEATHER: Clear

DRILLER: D. Michalski LOGGED BY: D. Leffler
SURFACE ELEVATION: 956.8 ft RIG: 7516B METHOD: 3 1/4" HSA

Elev./ Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Sample	Blows (N-Value) Recovery	q_p tsf	MC %	Tests or Remarks
955.8		PAVEMENT, 2 1/2 inches of bituminous over 9 inches of apparent aggregate base					
1.0		FILL: SILTY SAND (SM), fine to coarse-grained, trace Gravel, contains lenses of Lean Clay, brown with black inclusions, moist, loose, petroleum-like odor		4-3-4 (7) 10"			
952.8							
4.0	▽	SILTY SAND (SM), fine to medium-grained, brown, moist to wet, medium dense (GLACIAL TILL)	5	4-5-8 (13) 12"			
				4-6-7 (13) 12"			
			10	3-6-6 (12) 12"			
				3-5-8 (13) 12"			
941.3			15	4-6-10 (16) 12"			
15.5		SANDY LEAN CLAY (CL), trace Gravel, contains lenses of Poorly Graded Sand, brown to gray, moist, stiff (GLACIAL TILL)					
			20	1-5-7 (12) 18"	1.75		
				3-4-5-5 (9) 20"	0.75		
932.3							
24.5	▼	END OF BORING	25				Water observed at 7.5 feet while drilling.
		Boring then grouted					Water observed at 24.7 feet at end of drilling.
			30				

DRAFT

LOG OF BORING

See Descriptive Terminology sheet for explanation of abbreviations

Project Number B2411055
Geotechnical Evaluation
City of Rogers New Police Department and City Hall
21701 Industrial Blvd
Rogers, Minnesota

BORING: **ST-8**
LOCATION:
DATUM: NAD 1983 HARN Adj MN Hennepin (US Feet)
NORTHING: 246059 EASTING: 455862
DRILLER: D. Michalski LOGGED BY: D. Leffler
START DATE: 12/06/24 END DATE: 12/06/24
SURFACE ELEVATION: 957.7 ft RIG: 7516B METHOD: 3 1/4" HSA
SURFACING: Bituminous WEATHER: Clear

Elev./ Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Sample	Blows (N-Value) Recovery	q_p tsf	MC %	Tests or Remarks
956.6		PAVEMENT, 3 inches of bituminous over 10 1/2 inches of apparent aggregate base					
1.1		SANDY SILT (ML), contains lenses of Lean Clay, brown, moist (GLACIAL TILL)		4-5-5 (10) 14"			
953.7							
4.0		FILL: SILTY SAND (SM), fine to medium-grained, Clay clumps, brown, moist	5	7-9-10 (19) 12"	0.5		
950.7							
7.0		SILTY SAND (SM), fine to medium-grained, contains lenses of Lean Clay, gray, moist, medium dense (GLACIAL TILL)		4-9-10 (19) 14"			
947.7	▽		10	4-8-7 (15) 12"	1		
10.0		SANDY LEAN CLAY (CL), fine to medium-grained, brown, moist, stiff (GLACIAL TILL)					
945.7							
12.0		SANDY SILT (ML), fine to medium-grained, brown, wet, very stiff (GLACIAL TILL)		4-9-9 (18) 14"			
			15	6-10-12 (22) 12"	1		
938.7							
19.0		SANDY LEAN CLAY (CL), trace Gravel, gray, moist, stiff (GLACIAL TILL)	20	3-6-9 (15) 16"	2.25		
				4-4-6-6 (10) 24"	1.5		
933.2							
24.5		END OF BORING	25				Water observed at 10.0 feet while drilling.
		Boring then grouted					
			30				

DRAFT

LOG OF BORING

See Descriptive Terminology sheet for explanation of abbreviations

Project Number B2411055
Geotechnical Evaluation
City of Rogers New Police Department and City Hall
21701 Industrial Blvd
Rogers, Minnesota

BORING: **ST-9**
LOCATION:
DATUM: NAD 1983 HARN Adj MN Hennepin (US Feet)
NORTHING: 246107 EASTING: 455779
START DATE: 12/09/24 END DATE: 12/09/24
SURFACE ELEVATION: 956.2 ft
DRILLER: D. Michalski LOGGED BY: D. Leffler
RIG: 7516B METHOD: 3 1/4" HSA
SURFACING: Bituminous WEATHER: Clear

Elev./ Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Sample	Blows (N-Value) Recovery	q_p tsf	MC %	Tests or Remarks
955.2		PAVEMENT, 3 inches of bituminous over 9 inches of apparent aggregate base, petroleum-like odor					
1.0		FILL: CLAYEY SAND (SC), trace Gravel, gray, moist		2-3-3 (6) 18"			
952.2							
4.0		SANDY LEAN CLAY (CL), trace Gravel, gray to brown, moist, medium to stiff, petroleum-like odor (GLACIAL TILL)	5	2-3-4 (7) 12"			
				2-4-3 (7) 14"	1.25		
			10	3-5-8 (13) 18"	3.75		
944.2							
12.0	▼	SILT (ML), brown, moist, very stiff (GLACIAL TILL)		5-8-9-12 (17) 18"	2.75		
941.7							
14.5		END OF BORING	15				Water observed at 12.8 feet at end of drilling.
		Boring then backfilled with auger cuttings					
			20				
			25				
			30				

DRAFT

LOG OF BORING

See Descriptive Terminology sheet for explanation of abbreviations

Project Number B2411055
Geotechnical Evaluation
City of Rogers New Police Department and City Hall
21701 Industrial Blvd
Rogers, Minnesota

BORING: **ST-10**
LOCATION:
DATUM: NAD 1983 HARN Adj MN Hennepin (US Feet)
NORTHING: 246244 EASTING: 455909
DRILLER: D. Michalski LOGGED BY: D. Leffler START DATE: 12/09/24 END DATE: 12/09/24
SURFACE ELEVATION: 959.7 ft RIG: 7516B METHOD: 3 1/4" HSA SURFACING: Bituminous WEATHER: Clear

Elev./ Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Sample	Blows (N-Value) Recovery	q_p tsf	MC %	Tests or Remarks
958.6		PAVEMENT, 2 1/2 inches of bituminous over 11 inches of apparent aggregate base					
1.1		FILL: SILTY SAND (SM), fine to coarse-grained, trace Gravel, gray, moist to wet, petroleum-like odor		10-12-10 (22) 10"			
	▽			4-4-4 (8) 8"			
5				8-9-46 (55) 8"			
				2-3-4 (7) 10"			
10							
947.7							
12.0		POORLY GRADED SAND with SILT (SP-SM), fine to coarse-grained, little Gravel, gray, wet (GLACIAL OUTWASH)		5-6-8-8 (14) 18"			
945.2							
14.5		END OF BORING					Water observed at 7.5 feet while drilling.
15		Boring then backfilled with auger cuttings					
20							
25							
30							

DRAFT

LOG OF BORING

See Descriptive Terminology sheet for explanation of abbreviations

Project Number B2411055
Geotechnical Evaluation
City of Rogers New Police Department and City Hall
21701 Industrial Blvd
Rogers, Minnesota

BORING: **ST-11**
LOCATION:
DATUM: NAD 1983 HARN Adj MN Hennepin (US Feet)
NORTHING: 245946 EASTING: 456266
DRILLER: D. Michalski LOGGED BY: D. Leffler START DATE: 12/09/24 END DATE: 12/09/24
SURFACE ELEVATION: 962.5 ft RIG: 7516B METHOD: 3 1/4" HSA SURFACING: Agg Base WEATHER: Clear

Elev./ Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Sample	Blows (N-Value) Recovery	q_p tsf	MC %	Tests or Remarks
961.3		APPARENT AGGREGATE BASE, 14 inches					
1.2		FILL: SILTY SAND (SM), fine to coarse-grained, trace Gravel, brown, dry, loose to very loose		3-4-3 (7) 10"			
			5	3-2-2 (4) 10"			
		Silt clumps at 7 1/2 feet		3-3-3 (6) 10"			
953.5	▽						
9.0		SILTY SAND (SM), fine to coarse-grained, trace Gravel, Silt, contains seams of Clayey Sand, brown, wet, loose to medium dense (GLACIAL TILL)	10	3-4-5 (9) 12"			
				4-5-7-9 (12) 12"			
948.0							
14.5		END OF BORING	15				Water observed at 9.0 feet while drilling.
		Boring then backfilled with auger cuttings					
			20				
			25				
			30				

DRAFT

LOG OF BORING

See Descriptive Terminology sheet for explanation of abbreviations

Project Number B2411055 **Geotechnical Evaluation** **City of Rogers New Police Department and City Hall** **21701 Industrial Blvd** **Rogers, Minnesota**	BORING: **ST-12**		
	LOCATION:		
	DATUM: NAD 1983 HARN Adj MN Hennepin (US Feet)		
	NORTHING: 245799	EASTING: 456115	
DRILLER: D. Michalski	LOGGED BY: D. Leffler	START DATE: 12/09/24	END DATE: 12/09/24
SURFACE ELEVATION: 954.3 ft	RIG: 7516B	METHOD: 3 1/4" HSA	SURFACING: Bituminous	WEATHER: Clear

Elev./ Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Sample	Blows (N-Value) Recovery	q_p tsf	MC %	Tests or Remarks
953.6		PAVEMENT, 3 inches of bituminous over 5 1/2 inches of apparent aggregate base					
0.7		FILL: SANDY LEAN CLAY (CL), contains seams of Silt, black to gray, moist, petroleum-like odor		4-4-5 (9) 18"			
			5	2-2-2 (4) 6"			
947.3							
7.0		SANDY LEAN CLAY (CL), trace Gravel, brown to gray, moist (GLACIAL TILL)		1-1-2 (3) 16"	0.75		
			10	3-4-4 (8) 18"	1.25		
				4-8-9-12 (17) 18"	3.5		
939.8							
14.5		END OF BORING Boring then backfilled with auger cuttings	15				Water not observed while drilling.
			20				
			25				
			30				

DRAFT

LOG OF BORING

See Descriptive Terminology sheet for explanation of abbreviations

Project Number B2411055
Geotechnical Evaluation
City of Rogers New Police Department and City Hall
21701 Industrial Blvd
Rogers, Minnesota

BORING: **ST-13**
LOCATION:
DATUM: NAD 1983 HARN Adj MN Hennepin (US Feet)
NORTHING: 245934 EASTING: 455985
START DATE: 12/06/24 END DATE: 12/06/24
SURFACE ELEVATION: 957.3 ft
DRILLER: D. Michalski
LOGGED BY: D. Leffler
RIG: 7516B
METHOD: 3 1/4" HSA
SURFACING: Bituminous
WEATHER: Clear

Elev./ Depth ft	Water Level	Description of Materials (Soil-ASTM D2488 or 2487; Rock-USACE EM 1110-1-2908)	Sample	Blows (N-Value) Recovery	q_p tsf	MC %	Tests or Remarks
956.4		PAVEMENT, 3 1/2 inches of bituminous over 7 1/2 inches of apparent aggregate base					
0.9		FILL: SILTY SAND (SM), fine to coarse-grained, trace Gravel, contains lenses of Lean Clay, brown, dry		7-9-3-9/0" (12) 10"			
953.3							
4.0		FILL: SANDY LEAN CLAY (CL), trace Gravel, dark brown, moist	5	3-2-3 (5) 10"			
950.3	▽						
7.0		SILTY SAND (SM), fine to medium-grained, trace Gravel, brown, moist to wet, loose to medium dense (GLACIAL TILL)		3-5-5 (10) 12"			
			10	4-8-9 (17) 12"			
				5-10-11-12 (21) 16"			
942.8							
14.5		END OF BORING Boring then backfilled with auger cuttings	15				Water observed at 7.0 feet while drilling.
			20				
			25				
			30				

DRAFT

Appendix G

Braun Intertec Standard Operating Procedures

100 Series – General	Rev. #
101 – Field Notes and Documentation	2
200 Series – Soil	
202 – Organic Vapor Soil Screening	3
205 – Calibration and Operation of MiniRAE PID	3
208 – Soil Grab Sample Collection	2
209 – Soil Composite Sample Collection	1
210 – Soil Stockpile Sampling	1
600 Series – Laboratory	
602 – Chain-of-Custody Procedures	1
603 – Sample Shipping	2

A. Purpose

The objective of this Standard Operating Procedure (SOP) is to establish a consistent method and format for the use and control of documentation generated during field activities. Field notes, records, and photographs are intended to provide sufficient information that can be used to recreate the field activities and collection of environmental data. The information placed in these documents and/or records should be factual, detailed, and free of personal opinions.

A.1. Scope and Applicability

This SOP is applicable to Phase I Environmental Site Assessments (ESAs), Phase II ESAs, remedial investigations, and Response Action Plan (RAP) implementation. Documentation includes Field Report Form, additional field forms that are part of method SOPs, and photographs.

A.2. Personnel Responsibilities

The project manager (or designee) is responsible for properly preparing field personnel to perform the field work and to oversee that field documentation is collected in accordance with this SOP, site-specific or project-specific planning documents, and other applicable SOPs.

Field personnel are responsible for understanding and implementing this SOP during field activities, as well as completing appropriate Field Report Form to properly document the field activities. Field observations should be discussed with the project manager on a daily basis. If conditions change from initial expectations, a call should also be made to the project manager. Field personnel should document field activities and record field measurements as they occur and complete documentation prior to leaving the site. Field personnel are responsible for tracking the location of field documentation. Field personnel are responsible for preserving original documentation until it is provided to the project manager and placed into the permanent file or archived. Field personnel are responsible for distributing copies (or electronically preserving copies) of the documentation in a timely manner.

B. Health and Safety

Field work should be performed in accordance with the *Braun Intertec Corporate Health and Safety Manual Standard Operating Procedures* and the site-specific health and safety plan (HASP), if applicable.

C. Referenced SOPs

- None

D. Equipment and Supplies

- Field Report Form (see Attachment A) or field logbook
- Waterproof and/or indelible ink pens
- Cell phone camera or digital camera

E. Procedure

This SOP primarily addresses documentation using the Field Report Form (see Attachment A) or field logbook. However, procedures discussed in this SOP are applicable to other types of field documentation collected. Other field records and forms (e.g., soil boring logs, Chain-of-Custody records, water sample collection records, soil vapor monitoring forms) are discussed in the specific SOP associated with that particular activity and are not described in this SOP.

E.1. Field Report Form

Field personnel will keep accurate written records of their daily activities in chronological order on a Field Report Form that will be sufficient to recreate the project field activities without reliance on memory. Entries should be legible and written in black, waterproof or indelible ink. Each page should be numbered sequentially, dated, and signed by the field author. There should be no blank lines on a page. If only part of a page is used, the remainder of the page should have an "X" drawn over it. The completion of each day's work and the end of the field project should be clearly indicated with "END DAY" or "END FIELD INVESTIGATION."

If pre-printed adhesive labels or other added information are glued or taped onto a Field Report Form, the note taker should sign the addition. The signature should begin on the addition and extend onto the Field Report Form page so that the addition cannot be removed without detection.

At a minimum the following information should be recorded for <u>each project</u>:

- Site/project name
- Site location
- Site project number
- Name of project manager
- Full name of Field Report Form author
- Names of other Braun Intertec personnel on site and their role (full name and initials)
- Name of subcontractors performing work for Braun Intertec (or whose work Braun Intertec is monitoring) and the full name and phone number of their site superintendent

At a minimum, the following information should be recorded <u>each day</u>:

- Date
- Purpose of the day's activities
- Pertinent weather conditions (temperature, precipitation events, wind direction and speed, general air quality, particularly any ambient odors). Significant weather changes during the day should be noted
- Full name and initials of Field Report Form author, if different from previous day
- Full name and initials of other Braun Intertec personnel on site and their role, if different from previous day
- Documentation of exclusion zone setup and decontamination procedures, if applicable
- Record safety related monitoring information, including the time and location of the measurements or observations
- If not Level D, record the Personal Protective Equipment (PPE) level in which work is conducted and change in levels and the reason for the change

- Names, phone numbers, and affiliation of all site visitors and their reason for visiting, as well as their time of arrival(s) and departure(s). The project manager should be notified immediately if regulators (e.g., Minnesota Pollution Control Agency [MPCA], Environmental Protection Agency [EPA], Occupational Safety & Health Administration [OSHA]) visit the site. [Note: "all site visitors" means those who are inspecting or observing our work or the work we are overseeing. It is not intended to include unrelated site activities or personnel.]
- Persons contacted, name, and reason for contact, and decisions made. If the person contacted is not Braun Intertec personnel, also record the phone number.

E.2. Environmental Media Sampling Data

The information below should be recorded on specific forms if they are required by the data collection method SOP, but use of the form should be documented on the Field Report Form. The following information should be recorded:

- A chronological description of field observations and sampling events (i.e., date and time)
- Sampling locations (referenced/scaled drawings or global positioning system [GPS] coordinates, if not logged) should be identified. The project manager should provide the sample nomenclature system to the field personnel for consistency and continuity on sites with multiple rounds of data collection.
- Specific data associated with sample acquisition (e.g., field parameter measurements, field screening data, and HASP monitoring data)
- Source of samples, matrix, sample identification, sample container types and preservatives (including ice), field quality assurance/quality control sample collection, preparation, and origin
- Conditions that could adversely impact samples, such as smoke, wind, rain, or dust
- Make, model, and serial number of field instruments should be recorded in the Field Report Form or in a separate calibration log along with calibration data
- Deviations from the work plan and/or SOPs
- Sketches or scaled diagrams
- Process diagrams
- Waste generated and management methods (i.e., investigation derived waste [IDW]).

E.3. Sketches and Scaled Diagrams

Draw a site map using accurate measurements or make notes on a photocopy of an existing site map. The site map should include:

- Site boundaries (or features such as street curbs, fence lines, etc., that can later be related to site boundaries)
- Street names or other references that can be related to a site location map
- Investigation and well locations with dimensions to site landmarks
- Major structures with dimensions
- North arrow
- Scale
- Date
- Initials of field personnel

E.4. Photographs

Subject

Photographs should be taken to document existing conditions pertinent to the subject evaluation or remediation at a project site. Except when specifically required, it is unnecessary to photograph processes that are described by SOPs, but rather photograph the results of the process. **Note: Some restrictions may apply regarding Site photographic documentation.**

Composition

The three most common mistakes to avoid in providing photographic documentation are (1) too few photographs, (2) poor quality photographs, and (3) lack of subject identification in photographs. Photographic documentation should tell the story with as little need for narrative as possible.

When photographing several similar subjects or details that are not necessarily well identified in an establishing shot, such as a test excavations or test excavation spoil piles, it is recommended that you place a clip board with an identifying description in at least the first in the sequence of photographs of that subject or detail.

Scale

Where there are insufficient objects of widely known scale in a photograph, one should be placed in the photograph to provide scale. Some examples include a coin, ruler, clipboard, or cell phone.

Photographic Log

The following information should be recorded in the Field Report Form or field logbook:

- Site name, location, and field task
- Name of photographer
- Date and time the photograph was taken (verify the date/time stamp is correct if using a digital camera)
- Sequential number of the photograph
- Brief description of the subject of the photograph
- Site plan or site sketch showing the location from which the photograph was taken and the direction the photographer was facing.

E.5. Additional Field Forms/Records

Additional field records may be required for some field events. As an example, these may include soil boring logs during drilling, well construction and development records, groundwater purge and sample collection records, water level measurement records, instrument calibration records, sample container labels, sample container security tags and seals, Chain-of-Custody forms, field equipment calibration and maintenance logs and commercial shipping manifests. Use of these records described in the SOPs associated with the particular activity.

Prior to beginning field activities, field personnel will coordinate with the project manager, or designee, to determine which SOPs will be used and identify additional field forms that are required. These additional records will be maintained in a field file throughout the duration of the field activities. Copies of the records will be forwarded to the project manager (or designee) on a daily basis, if practical to do so.

E.6. Corrections

If an error is made in an entry in the field records, corrections will be made by drawing a SINGLE straight line through the error, entering the correct information, initialing, and dating the change. Materials that obliterate the original information, such as correction fluids, tapes or markers are prohibited. If the reason for the change is not obvious, provide a brief explanation.

E.7. Data and Records Management

Field records should be forwarded to the project manager or designated staff on a daily basis, if practical. The project manager should review progress and results in detail on a daily basis and evaluate the quality of the documentation. The field personnel should scan the field records and place them in the project folder in OnBase. This preserves documentation in the event that the Field Report Form is lost, stolen, or damaged. Copies of the field notes should be maintained in accordance with the Braun Intertec Records Retention Policy and Procedures. Photographs should be uploaded to the EnCon DRAFTS project folder as soon as possible.

Individual logbooks may be assigned to large projects. These logbooks will be returned to the project manager at the completion of field work and archived with the project file. Logbooks assigned to individual personnel for recording multiple project information from multiple projects should be provided to the designated EnCon project assistant for archiving when the logbooks are filled. Each logbook should have a table of contents (TOC) and be kept up to date by the personnel to which the book is assigned.

The TOC for each logbook should list the project names and locations, project numbers, inclusive dates and logbook page numbers.

E.8. Quality Assurance/Quality Control

All personnel that perform field work will be trained in the use of this SOP. Project managers or project staff who use the field notes for interpreting data and preparing reports should provide immediate feedback to those recording field information to reinforce conformance with the SOP and correct deficiencies. Periodic random audits of all field personnel documentation will be performed by the quality assurance (QA) manager or designees.

F. References

U.S. Environmental Protection Agency, Region 4, Science and Ecosystem Support Division, Athens, Georgia, Operating Procedure: Logbooks, SESDPROC-010-R3, October 31, 2007.

BRAUN INTERTEC

Field Report Form

Project No.: | Date:

Project Name: | Personnel:

Location: | Time On Site: | Time Off Site:

☐ Photos taken and documented. | Project Manager:

Other Braun Intertec Staff:

Weather (temperature, wind speed and direction, etc.):

Other Personnel (subcontractors, site superintendent, etc.; include time on site and time off site):

PPE and Field Equipment Used (e.g., PID; include ID numbers, calibration information, etc.):

Work Completed (include field scope, unexpected issues, action items, log of communication, and site sketch):

Signature:

BRAUN INTERTEC

Field Report Form

Project No.:		Date:	
Project Name:		Personnel:	
Location:		Project Manager:	

Work Completed (include field scope, unexpected issues, action items, log of communication, and site sketch):

Signature:

A. Purpose

This Standard Operating Procedure (SOP) describes procedure for screening soil potentially contaminated with volatile organic chemicals, such as petroleum, and/or hazardous substances that can be ionized within the energy range of the photoionization detector (PID) lamp being used. The purpose of the bag headspace procedure is to assist with site soil characterization of organic chemical contamination, soil sample selection for laboratory analysis, and soil management during excavation.

A.1. Scope and Applicability

This procedure should be used during field activities where bag headspace procedures are required by regulatory guidance or site-specific work plans. This procedure is used for soil characterization and not for health and safety monitoring.

A.2. Summary of Method

A quart-size polyethylene bag with a tight sealing closure is filled with soil (approximately 1 cup) and immediately closed leaving air in the top portion of the bag (headspace). Organic vapors are allowed to accumulate in the headspace for approximately 10 minutes at room temperature. The bag is opened slightly and the tip of the PID probe is inserted to the middle of the headspace. The highest PID response observed is recorded in the field notes.

A.3. Definitions

Background Readings: The PID measurement of ambient air and bag headspace reading without soil in the bag.

Ionization energy (IE): The energy required to displace an electron and "ionize" a compound. Used more commonly than the old, but equivalent, term Ionization Potential (IP).

Photoionization Detector (PID): The PID is a portable, nonspecific, vapor/gas detector employing the principle of photoionization to detect and measure real-time concentrations of a variety of chemical compounds, both organic and inorganic, in air.

B. Health and Safety

Field work should be performed in accordance with the *Braun Intertec Corporate Health and Safety Manual Standard Operating Procedures* and the site-specific health and safety plan (HASP).

C. Referenced SOPs

- SOP 101 – Field Notes and Documentation
- SOP 201 – Classification of Soil
- SOP 205 – Calibration of MiniRAE PID

D. Equipment and Supplies

- Quart-size polyethylene sealable bags
- PID with appropriate lamp (10.6 or 11.7 electron volts [eV])
- Field Report Form (see SOP 101 – Field Notes and Documentation) or field logbook
- Waterproof and/or indelible ink pens
- Personal Protective Equipment (PPE)

E. Procedure

E.1. Preparation

PID lamps with two different light energy (in electron volts or eV) are available for use. The 11.7-eV lamp measures the broadest range of compounds at lower sensitivity; while the 10.6-eV lamp is responsive to most commonly-studied VOCs and has higher sensitivity. The standard lamp used is 10.6 eV unless otherwise specified by the technical project manager.

Calibrate the PID onsite at least daily to yield total organic vapors in parts per million (ppm) using an isobutylene standard. If field personnel are at multiple project locations in one day, calibrate the PID upon arrival to each project location. See SOP 205 – Calibration and Operation of MiniRAE PID for calibration procedures. Record the date and results of the daily calibration.

E.2. Collection

- Visually examine the soil for staining or sheens. Note observations in field logbook. Describe the type and general amount of debris, if present, in the field logbook (see SOP 201 – Classification of Soil).
- Do not intentionally smell the soil for odors, but note unintentional olfactory indication of contamination in the field logbook.
- Collect soil samples in increments according to instructions established by the project manager or the site-specific work plan.
- **Soil samples for laboratory analysis should not be collected from the sealable bag used for headspace analysis.**
- While wearing proper PPE (Nitrile gloves at a minimum), field personnel should fill approximately one-quarter of a quart-size polyethylene sealable bag with a tight sealing closure (about 1 cup of soil), leaving air in the upper portion of the sealable bag (the volume ratio of soil: headspace should be 1:3). Close the quart-size polyethylene sealable bag immediately, making sure all soil is clear from the path of the bag's seal. Break apart the soil while vigorously shaking the bag for 15 seconds, avoiding puncturing a hole in the bag or tearing apart the zipper.
- Allow the headspace to develop in the sealable bag at room temperature (e.g., approximately 50 °F or greater) for 10 to 20 minutes. If the temperature is below approximately 50 °F, allow the headspace to develop within a heated vehicle or building. Record the ambient temperature during headspace screening.
- Vigorously shake the sealable bag again for 15 seconds. Open the sealable bag slightly, enough for the end of the PID probe tip to enter the bag and insert the tip to the middle of the headspace, avoiding contact with the soil and/or potential moisture from condensation in the sealable bag. Watch the PID screen for the highest reading (ppm). The maximum reading should appear in less than 5 seconds. Record the maximum PID reading reached in the field notes. Record the actual PID reading, do not round the number.
- In addition to screening a soil sample, a background PID headspace reading should be established in the field. Under the same conditions as the screened soil sample (heated vehicle or building, etc.), take an empty quart-size polyethylene sealable bag, puff it up with air, and insert the probe of the PID in the same way as the soil sample. Watch the screen of the PID for the highest PID reading (ppm). Record the maximum PID reading reached in the field notes. Record the actual PID reading, do not round the number.

E.3. Cautions

PIDs provide non-specific measurement of the presence of organic compounds including the following: aromatics, ketones and aldehydes, amines and amides, chlorinated hydrocarbons, sulfur compounds, saturated and unsaturated hydrocarbons, and alcohols. The light energy in eV emitted by the PID lamp must be greater than the IE of the compound(s) of interest. However, 11.7-eV lamps should only be used when compounds with IEs over 10.6 eV are expected and are the primary contaminants. Examples include carbon tetrachloride, methylene chloride, chloroform, and 1,1,1-trichloroethane.

Consult the NIOSH Guide to Chemical Hazards for ionization energies for most common contaminants. The PID will not measure the following: radiation, air (N_2, O_2, CO_2, H_2O), natural gas (methane, ethane, propane), acid gases (HCl, HF, HNO_3), common toxics (CO, HCN, SO_2), freons, ozone, hydrogen peroxide, polychlorinated biphenyls (PCBs), or greases.

E.4. Interferences

Excessive moisture in the air or dust on the PID lamp and sensor housing can cause a false positive response on the PID. This problem can be demonstrated by a "drift" upward of the measurement or could be a sharp response to inserting the probe either into an empty sealable bag or into a sealable bag filled by blowing air into it. See SOP 205 – Calibration and Operation of MiniRAE PID for steps to take to resolve this.

E.5. Data and Records Management

Field data should be recorded and managed in accordance with SOP 101 – Field Notes and Documentation. Documentation should include the following:

- Calibration: date and result
- Maintenance performed, if any
- Background readings: ambient air and quart-size sealable bag
- Ambient air temperature at which headspace screened
- Sample identification information per sample method SOP
- General observations: condensed moisture in the bag, unusual odors associated with the soil sample and/or ambient air

E.6. Quality Assurance/Quality Control

Field personnel should check the PID maintenance log before beginning each new job to make sure that scheduled maintenance is current. Erratic PID responses in the field should be evaluated, and field maintenance performed or the PID should be replaced. The PID should be calibrated daily in the field.

Ambient air quality at the work site should be checked and recorded, as should a headspace sample of an empty sealable bag. All quality assurance (QA) checks should be documented in the field logbook.

Quality assurance/quality control (QA/QC) procedures described in the work plan should be followed.

F. References

Minnesota Pollution Control Agency, Soil Sample Collection and Analysis Procedures, Field Screening Procedures. Guidance Document 4-04, c-prp4-04. Petroleum Remediation Program, Minnesota Pollution Control Agency; St. Paul, MN, September 2008.

NIOSH, Pocket Guide to Chemical Hazards, NIOSH Publications; Cincinnati, OH, September 2007.

A. Purpose

The purpose of this Standard Operating Procedure (SOP) is to provide the procedure to calibrate a MiniRAE 3000 or MiniRAE Lite Photoionization Detector (PID). Proper calibration of the PID will help produce consistent and defensible field measurements. In addition, this SOP describes procedures to identify and address simple issues related to dust accumulation on the lamp and internal housing.

B. Health and Safety

The use of the MiniRAE 3000 or MiniRAE Lite PID should be in accordance with the *Braun Intertec Corporate Health and Safety Manual Standard Operating Procedures* and the site-specific health and safety plan (HASP).

C. Referenced SOPs

- SOP 101 – Field Notes and Documentation
- SOP 202 – Organic Vapor Soil Screening

D. Equipment and Supplies

- MiniRAE 3000 or MiniRAE Lite PID with appropriate lamp
- Clean moisture filter
- Isobutylene span gas (100 parts per million [ppm])
- Regulator
- Polyethylene tubing with T-connection
- Bound Calibration Record (in PID case)
- Isopropanol cleaner and Q-tips
- Field Report Form (see SOP 101 – Field Notes and Documentation) or field logbook
- Waterproof and/or indelible ink pens

E. Procedure

E.1. Prior to Leaving Office

Prior to leaving the office, ensure that the PID has power and the span gas canister is full.

Attach the regulator to the 100 ppm isobutylene span gas. The regulator has a gauge on it to show how much span gas remains in the canister. The gauge should show more than 100 pounds per square inch (PSI) of gas. If not, replace the canister with a new one.

E.2. To Turn On

Check the probe tip for dirt or other obstructions. Clean as necessary.

Check the moisture filter for visible dirt. Replace as necessary.

Screw the probe tip and filter assembly onto the PID.

There are three buttons on the screen face of the PID:

- MODE (Φ)
- **Y/+**
- **N/-**

There is one button on the body of the instrument:

- LIGHT

Press and hold the center MODE button for a few seconds, then release. The screen will flash through a series of screens. Screens will display:

RAE
SYSTEMS

PGM-7320
VOL 01.01

MINIRAE 3000
SN 952-001736

Self test….

Test Passed!

Ready…Start Sampling?

Press the **Y/+** key.

An audible whirring sound will begin, which is the air pump inside the PID.

Note: If the screen displays "Lamp" alarm, the internal lamp has failed to light. Wait for several minutes until it lights. If the "Lamp" display remains, turn off the PID, and retry turning on the instrument.

E.3. To Calibrate

Press and hold the MODE (Φ) and **N/-** buttons at the same time for approximately two (2) seconds. The screen will display:

ENTER PASSWORD _____

Do not enter a password. Press MODE (Φ), or enter, again. The screen will give the options of:

CALIBRATION
ZERO CALIB (highlighted)
SPAN CALIB

Press the **Y/+** key to select Zero Calibration. Be sure the PID is in "zero" (i.e., fresh) air.

Press the **Y/+** key again to start the zero air calibration. Zeroing starts a 30 second countdown. When complete the screen says:

Zeroing Is Done!
Reading = 0.0 PPM

Then the screen will give the options of:

Calibration
Zero Calib
Span Calib (highlighted)

Press **Y/+** to select Span Calibration. The screen will display:

C. Gas = Isobutylene
Span = 100 ppm
Please apply Gas 1

Attach the regulator to the 100 ppm isobutylene span gas. The regulator has gauge on it to show how much span gas remains in the canister. The gauge should show more than 50 PSI gas. If not, do not use it because the calibration may not work, replace the canister with a new one. Attach one end of the polyethylene tubing to the top of the regulator. Tubing should have a T-joint on it to provide span gas at atmospheric pressure during calibration. Attach the other end of the tubing to the PID probe. Push in and twist the control button on the regulator until the gas can be heard escaping the canister.

As soon as the tubing is in place, the PID may begin a 30 second countdown. Press "start" if the countdown does not begin automatically. After 30 seconds the screen will display:

Span 1 is done
Reading ___.___ppm.

Turn off the span gas by pressing and twisting the control button on the regulator until the gas does not escape from the canister any longer.

Wait for the reading to drop as fresh air enters the tubing. If the reading does not drop below 1.0 ppm, repeat the calibration. If it does drop below 1.0 ppm, record the lowest number displayed as the Ambient Air Reading in the Calibration Log. Turn the span gas back on and wait for the reading to stabilize. If the reading is not within ±5 ppm of 100 ppm, repeat the calibration. If the reading is within ±5 ppm of 100 ppm, turn off the gas and record the number displayed as the Span Gas Reading on the Calibration Log.

Release the tubing from the PID probe and regulator. Unscrew the regulator from span gas canister.

Complete the calibration information in the bound Calibration Record. Also note in field notes that the calibration was completed.

If the calibration does not complete normally, or if the instrument will not produce the expected readings during the calibration verification, note the failure and attempted remedy on the Calibration Record. After attempting a remedy, repeat the calibration. If the calibration does not produce the expected result contact the office to obtain instructions for other potential remedies or to obtain a replacement PID. Do not use a PID that does not calibrate properly.

E.4. To Turn Off

Press and hold the MODE (Φ) button. The instrument will count down for 5 seconds. The lights and/or alarm may flash and sound during the countdown. Release the MODE (Φ) button when the screen displays:

UNIT OFF!

E.5. Interference and Cleaning

Excessive moisture in the air can cause dust on the PID lamp and sensor housing to produce a false positive response on the PID due to current leakage across the electrodes. This problem can be demonstrated either by a "drift" upward of the measurement or a sharp response to inserting the probe either into an empty sealable bag or into a sealable bag filled by blowing air into it. Dust on the lamp and sensor is the primary reason for these responses. The sensor has two electrodes. With clean dry air and sensor components, no current can leak across the air space between the two electrodes. However, even microscopic dirt accumulations on the electrodes and Teflon parts can promote leakage. A sensor may appear to be clean, but may be dirty enough to cause current leakage.

If field personnel are observing false positive responses with the PID, they must perform a humidity response test. The humidity response test includes exhaling gently into an empty sealable bag and then inserting the probe tip into the bag. The PID should show little to no response from this test. If the PID reads more than 5 ppm, the lamp and sensor may need cleaning. Record the results of the humidity response test in the field logbook.

Take the following steps to attempt to resolve the high ambient PID readings. After each step, repeat the humidity response test. If the humidity response test passes (i.e., < 5 ppm reading), record the action in the field notes and proceed with using the PID. If the humidity response test does not pass, proceed to the next step:

- Replace or temporarily remove the moisture filter – The case should have a spare moisture filter. Discard the used filter and connect the new filter to the probe tip.
- Clean the PID lamp and sensor.

    1. Unscrew the large silver sensor cover from the front of the PID. Be careful, in some cases, the white-plastic sensor detector or lamp inside the cover may be loose. Take care not to drop them.
    2. Carefully remove the white plastic sensor detector from the PID housing. It may be necessary to hold the edges of the sensor detector and use a gentle rocking motion to remove it.

    Note: Never touch the lamp surface or the gold-colored sensors with your fingers.

    3. Dip a clean cotton swab into the isopropanol cleaner. Gently swab the flat surface of the lamp and the gold-colored electrodes on the back of the sensor detector.
    4. Let the cleaner evaporate from the components in the air for about five minutes.

5. Replace the sensor detector and screw the cover back onto the PID. Re-connect the probe.
6. Allow the PID to run several minutes until the ambient reading returns to 0.

- Stop using the PID and obtain a different PID to complete the work. The PID must be professionally serviced.

E.6. Data and Records Management

Observations should be documented in accordance with SOP 101 – Field Notes and Documentation.

E.7. Quality Assurance/Quality Control

Quality assurance/quality control (QA/QC) procedures described in the work plan should be followed.

F. References

Addressing PID Instruments Moisture Sensitivity: Humidity Effect on PID Instruments, Technical Note TN-163, RAE Systems by Honeywell; San Jose, CA, February 2014.

A. Purpose

The following Standard Operating Procedure (SOP) for the collection of grab soil samples is intended to be used by Braun Intertec field personnel for the purposes of soil sample collection. Grab sampling techniques should always be used to collect samples for volatile organic compounds (VOC), gasoline range organics (GRO), diesel range organics (DRO) or other analyses that require collection of a generally undisturbed portion of soil. Grab sampling techniques may also be used to collect other analytes such as semi-volatile organic compounds (SVOCs), polychlorinated biphenyls (PCBs), and metals. Grab samples should be collected prior to collection of other sample aliquots as soon as possible after the sampling interval is retrieved. Soil samples collected in the field during investigations for characterization and/or documentation of site conditions are integral to the services provided to clients and regulatory agencies.

This SOP is applicable for soil samples collected from soil borings (SOP 203 – Soil Boring Observation and Sampling), test pits and test trenches (SOP 211 – Test Pit and Test Trench Observation and Sampling), stockpiles (SOP 210 – Soil Stockpile Sampling), and/or excavations.

B. Health and Safety

Field work should be performed in accordance with the *Braun Intertec Corporate Health and Safety Manual Standard Operating Procedures* and the site-specific health and safety plan (HASP), if applicable.

C. Referenced SOPs

- SOP 101 – Field Notes and Documentation
- SOP 203 – Soil Boring Observation and Sampling
- SOP 210 – Soil Stockpile Sampling
- SOP 211 – Test Pit and Test Trench Observation and Sampling
- SOP 308 – Trip Blanks
- SOP 602 – Chain-of-Custody Procedures
- SOP 603 – Sample Shipping

D. Equipment and Supplies

- Coring device (one for each soil sample collected)
- Portable digital scale, if necessary
- Appropriate laboratory-supplied container and preservative (when applicable)
- Sample labels
- Sample coolers
- Ice
- Temperature blanks (one per sample cooler)
- Trip blanks, if necessary (see SOP 308 – Trip Blanks)
- Field Report Form (see SOP 101 – Field Notes and Documentation) or field logbook
- Chain-of-Custody (COC) forms (see SOP 602 – Chain-of-Custody Procedure)
- Custody seals
- Cell phone camera or digital camera
- Personal Protective Equipment (PPE)

The following table provides details regarding analytical parameters and the type of laboratory-supplied containers and applicable preservative.

Analytical Parameter (holding time)	Bottle Type and Preservation Type
DRO (10 days)*	4-oz. glass jar, pre-weighed and unpreserved
8 RCRA Metals or 13 Priority Pollutant Metals (6 Months, except mercury 28 days)	4-oz. glass jar, unpreserved
GRO (14 days)**	40-milliliter (mL) glass vial, with 10 mL methanol pre-weighed
PCBs (14 days)***	4-oz. glass jar unpreserved
SVOCs (14 days)****	4-oz. glass jar unpreserved
VOCs (14 days)**	40-mL glass vial, with 10 mL methanol, pre-weighed

*DRO soil samples collected in 60-mL pre-weighed containers must be filled with 25 to 35 grams or soil.
**VOC and GRO soil samples collected in 40-mL pre-weighed containers should contain between 8 to 11 grams of soil.
***PCBs – Polychlorinated Biphenyls
****SVOCs – Semi-volatile Organic Compounds

All soil samples must have a single unpreserved sample collected (5-10 gram minimum) for dry weight analysis (i.e., moisture sample).

E. Procedure

E.1. Bottle Order

Several days before field work is scheduled to begin contact the laboratory to order sample containers and soil coring devices by phone or email. It may be a good idea to order extra bottles to allow for breakage, extra samples, etc. If you are unsure of the required sample volumes or proper laboratory sample containers for specific analytical parameters, ask that a written description be included with the bottle order which clarifies sample requirements.

Upon receipt of the sample coolers and before you leave for the field, check the contents of the cooler to be sure that you have the appropriate sample containers and that extra containers are included, if requested. Be sure you are aware of sample volume and container requirements.

E.2. Cooler Preparation

Place ice or a frozen cold pack into each sample cooler before collecting any samples. Double-bag the ice in sealable gallon bags or sealed garbage bags to avoid potential contact of water in the cooler with sample containers.

Place a temperature blank into each cooler and under the sealed bags of ice. If the cooler will contain VOCs samples ensure that a trip blank is placed into the cooler with the samples.

E.3. Labeling Sample Containers

Prior to collecting soil grab samples, complete the sample label for the laboratory-supplied containers. The sample label must have the following information:

- Project Number (listed under "Client")
- Sample Name (listed under "Sample ID")
- Date Sample Collected (listed under "Collection Date")
- Sampler's Initials (listed under "Collected by")
- Time Sample Collected (listed under "Time")

Additionally, some laboratory-supplied sample containers (e.g., DRO, GRO, and VOCs) have been pre-weighed by the laboratory. It is important to make sure that the pre-weighed sample containers have their weight listed on the sample label and that the weight is visible.

E.4. Soil Sampling

Select sample location/interval per the Work/Sampling Plan. Don new disposable gloves and expose a fresh surface of soil, if necessary. Follow procedures listed below for each specific parameter. If VOCs and GRO samples are to be collected as part of the Work/Sampling Plan, these parameters are to be collected first from undisturbed soil or freshly exposed soil surfaces to minimize volatilization.

E.5. VOCs and GRO Soil Grab Sample Collection

- Place an electronic scale, which has been verified that day prior to use, on a flat surface and turn it on. A weighted standard shall be used to determine acceptable precision.
- Before filling the first jar, verify the accuracy of the scale. Place a pre-weighed sample container on the scale. Compare the reading to the weight on the container. If within 5 grams, the scale can be used for the rest of the day. If not within 5 grams, remove the container, turn the scale off, then on, and repeat the test. If still not within 5 grams, use a different scale.
- Remove cap from pre-weighed, pre-preserved 40-milliliter (mL) sample vial.
- Place 40-mL vial on electronic scale and press "tare" button to zero electronic scale.
- Electronic scale should read 0.0g – leave sample vial on electronic scale.
- Use the lab provided Terra Core® sampler (5- or 10-gram) or 10-mL syringe with the top cut off (approximately 10 grams when full) for collecting a sample. The laboratory may provide a different sampling device than described above; whichever device is provided, the goal is to have **8-11 grams** of soil in the sample jar for VOC/GRO analysis.
- Scrape off upper layer of soil to expose underlying soil. Remove the syringe cap and push the syringe into the freshly exposed soil until the soil column entering the syringe has forced the top of the plunger to the stopping point against the top of the syringe cradle.
- Wipe all debris from the outside of the syringe and remove any soil that extends outside the mouth of the syringe, so the soil sample is flush with the mouth of the syringe.
- Carefully place the mouth of the syringe against the top of the open 40-mL vial and gently extrude the sample into the vial. (Note: to prevent the methanol preservative from splashing out of the bottle, hold the syringe against the top of the vial until the sample has fallen into the preservative.) Try to avoid getting soil on the threads of the vial. Clean the threads if necessary and cap the vial immediately.

- Weigh the sample bottle. Tolerances and field actions required are presented in the table below:

Actual Sample Weight	Volume of Methanol	Field Action
< 8 grams	10 mL	Add soil to reach 10 grams
8-11 grams	10 mL	None required
> 11 to < 20 grams	10 mL	None required. Laboratory will add methanol to reach 1:1 ratio
20 or > grams	10 mL	Discard bottle and resample

- Cap the sample container. Gently swirl, do not shake, sample vial to fully immerse soil into methanol.
- Fill out the label on the vial completely, including project number, sample I.D., date, time and sampler's initials. Record the information on the Chain-of-Custody form and in the field notebook.
- Collect at least two vials of soil sample for each analysis (VOCs or GRO). Therefore, if the work plan requires only VOCs then you will fill two vials; if the work plan calls for VOCs and GRO you will fill four vials (two vials for each analyte).
- Manually fill a plastic snap-top tube (or similar unpreserved bottle) with soil from the same sampling interval/matrix as each sample. Remove soil particles from the rim of the snap tube so the cap will close securely and close the cap. This jar is for moisture calculation to be submitted with VOCs/GRO soil sample containers and should be labeled the same as the VOC/GRO sample jars. All soil samples for VOCs or GRO analysis require an accompanying moisture calculation jar. Only one moisture jar is required per soil sample (i.e., one moisture jar is sufficient for both VOCs and GRO analysis).
- Place a trip blank into the cooler with the VOCs/GRO samples; see SOP 308 – Trip Blanks.
- Store, transport, and maintain sample custody per SOP 602 – Chain-of-Custody Procedures.

E.6. DRO Soil Grab Sample Collection

- Place an electronic scale, which has been verified that day prior to use, on a flat surface and turn it on. A weighted standard shall be used to determine acceptable precision.
- Before filling the first jar, verify the accuracy of the scale. Place a pre-weighed sample container on the scale. Compare the reading to the weight on the container. If within 5 grams, the scale can be used for the rest of the day. If not within 5 grams, remove the container, turn the scale off, then on, and repeat the test. If still not within 5 grams, use a different scale.
- Remove cap from pre-weighed, unpreserved sample container.
- Place empty DRO bottle on electronic scale and press "tare" button to zero electronic scale.
- Electronic scale should read 0.0g – leave DRO bottle on electronic scale.
- Use the laboratory provided coring device such as a Terra Core® sampler (5- or 10-gram) or 10-mL syringe with the top cut off (approximately 10 grams when full) for collecting a sample. The laboratory may provide a different coring device than described above; whichever coring device is provided, the goal is to have **25 to 35 grams** of soil in a 4-oz. sample jar for the Wisconsin DRO method and Environmental Protection Agency (EPA) Method 8015, Total Petroleum Hydrocarbon (50 to 70 grams in an 8-oz. jar).
- Scrape off upper layer of soil to expose underlying soil. Push the coring device into the freshly exposed soil until the soil column entering the coring device has filled to the top of the plunger (Terra Core) or the 10-mL line (cut off Syringe).
- Wipe all debris from the outside of the coring device and remove any soil that extends outside the mouth of the coring device, so the soil sample is flush with the mouth of the coring device.
- Extrude soil sample from the coring device into the DRO bottle. Collected soil sample should have a cumulative weight between **25 and 35 grams (4-oz. jar)**. Repeat the steps above as necessary to achieve necessary soil sample weight. If more than 35 grams of soil are collected, discard all the soil

in sample jar and recollect the sample. Try to avoid getting soil on the threads of the sample jar. Clean the threads if necessary and cap the sample jar immediately after sample collection.

- Repeat the above steps to fill a second DRO sample container. Two soil sample jars may be required for this analytical method.
- Fill one unpreserved sample container (typically a small plastic jar provided by the lab) with soil from the same sampling interval/matrix as each sample. This jar is for moisture calculation to be submitted with DRO soil sample containers and should be labeled the same as the DRO sample jars. All soil samples for DRO analysis require an accompanying moisture calculation jar.

E.7. Metals Soil Grab Sample Collection

- One open-top, 4- or 8-oz. unpreserved jar.
- Using a clean stainless-steel spoon, scoopula, or gloved hand, thoroughly mix or homogenize the interval to be sampled, and fill the unpreserved sample containers with the collected soil sample. Avoid filling the sample containers with gravel or rocks.
- Wipe soil from the container threads. Close the flip-top of the unpreserved sample container.
- Note: if several analyses are being performed for a single soil sample, the collection and submission of one moisture calculation jar is sufficient for all of the analyses for that one soil sample.

E.8. PCBs/SVOCs Soil Grab Sample Collection

- Open 4-oz., unpreserved sample container.
- Using a clean stainless-steel spoon, scoopula, or gloved hand, thoroughly mix or homogenize the interval to be sampled, and fill the unpreserved sample containers with the collected soil sample. Try to fill the sample containers with soil and not gravel or rocks.
- Wipe soil from the container threads. Reseal the 4-oz. sample container with the lid.
- Note: if several analyses are being performed for a single soil sample, the collection and submission of one moisture calculation jar is sufficient for all of the analyses for that one soil sample.

E.9. Sample Delivery

Arrange for pick-up/drop-off of soil samples in laboratory-provided coolers to the analytical laboratory. If shipping of soil samples to the analytical laboratory is required, follow SOP 603 – Sample Shipping.

E.10. Data and Records Management

Soil samples collected in the field should be recorded in the Field Report Form or field logbook (see SOP 101 – Field Notes and Documentation), on the field log, soil boring log, test trench log, etc., and on the COC (see SOP 602 – Chain-of-Custody Procedures). Information recorded in the Field Report Form or field logbook and on the COC should be identical to the information listed on the sample container label(s). Additionally, it is useful to note how many soil sample containers were filled for each uniquely identified soil grab sample.

Note the presence of any pieces of bituminous in the samples, no matter how small, particularly in samples to be analyzed for DRO or SVOCs.

E.11. Quality Assurance/Quality Control

Quality assurance/quality control (QA/QC) procedures described in the work plan should be followed.

A. Purpose

The following Standard Operating Procedure (SOP) for the collection of composite soil samples is intended to be used by Braun Intertec field personnel for the purposes of composite soil sample collection. This SOP establishes a reproducible process for composite soil sample collection with the intent of maintaining integrity of the subsequent laboratory analytical procedures.

Compositing is the process of physically combining and homogenizing several individual soil aliquots of the same volume or weight.

This SOP is applicable to soil samples collected for the purposes of documenting the presence and/or concentration of regulated compounds in soil. Check the work plan or consult the project manager to determine if composite samples are required. This SOP is applicable for soil samples collected from soil borings (SOP 203 – Soil Boring Observation and Sampling), test pits and test trenches (SOP 211 – Test Pit and Test Trench Observation and Sampling), stockpiles (SOP 210 – Soil Stockpile Sampling), and/or excavations.

Specifically, this SOP is applicable for soil samples that might be analyzed for non-volatile parameters, including, but not limited to:

- Metals
- Semi-volatile organic compounds (SVOCs)
- Polychlorinated biphenyls (PCBs)
- Pesticides or herbicides

This SOP is not applicable to sampling volatile organic compounds (VOCs), gasoline range organics (GRO), diesel range organics (DRO), or other volatile analytes. VOCs, GRO, and DRO should be collected as grab samples, see SOP 208 – Soil Grab Sample Collection.

B. Health and Safety

Field work should be performed in accordance with the *Braun Intertec Corporate Health and Safety Manual Standard Operating Procedures* and the site-specific health and safety plan (HASP).

C. Referenced SOPs

- SOP 101 – Field Notes and Documentation
- SOP 203 – Soil Boring Observation and Sampling
- SOP 208 – Soil Grab Sample Collection
- SOP 210 – Soil Stockpile Sampling
- SOP 211 – Test Pit and Test Trench Observation and Sampling
- SOP 602 – Chain-of-Custody Procedures
- SOP 603 – Sample Shipping
- SOP 701 – Decontamination of Sampling Equipment

D. Equipment and Supplies

- Shovel, if necessary
- Gallon-size plastic bag or stainless-steel bowl
- Stainless-steel spoon or scoopula, if necessary
- Plastic cups or quart-sized plastic bags
- Appropriate laboratory-supplied containers
- Sample labels

- Sample coolers
- Ice
- Temperature blanks (one per sample cooler)
- Chain-of-Custody (COC) forms (see SOP 602 – Chain-of-Custody Procedure)
- Custody seals
- Field Report Form (see SOP 101 – Field Notes and Documentation) or field logbook
- Waterproof and/or indelible ink pens
- Decontamination equipment (see SOP 701 – Decontamination of Sampling Equipment)
- Cell phone camera or digital camera
- Personal Protective Equipment (PPE)

The following table provides details regarding analytical parameters and the type of laboratory-supplied containers.

Analytical Parameter (holding time)	Bottle Type and Preservation Type	Number of Containers
8 RCRA Metals or 13 Priority Pollutant Metals (6 Months)	40-mL Plastic Flip cap, unpreserved	1
PCBs (14 days)	4-oz. Glass jar, unpreserved	1
SVOCs (14 days)	4-oz. Glass jar, unpreserved	1
Pesticides (14 days)	4-oz. Glass jar, unpreserved	1
Herbicides (14 days)	4-oz. Glass jar, unpreserved	1

All soil samples must have an unpreserved sample collected in a separate unpreserved container for dry weight analysis.

E. Procedure

E.1. Bottle Order

Several days before field work is scheduled to begin contact the laboratory to order sample containers by phone or email. It is a good idea to order extra bottles to allow for breakage, extra samples, etc. If you are unsure of the required sample volumes or proper laboratory sample containers for specific analytical parameters, ask that a written description be included with the bottle order which clarifies sample requirements.

Upon receipt of the sample coolers and before you leave for the field, check the contents of the cooler to be sure that you have the appropriate sample containers and that extra containers are included, if requested. Be sure you are aware of sample volume and container requirements.

E.2. Cooler Preparation

Place ice or a frozen cold pack into each sample cooler before collecting any samples. Double-bag the ice in sealable gallon bags or sealed garbage bags to avoid potential contact of water in the cooler with sample containers.

Place a temperature blank into each cooler and under the sealed bags of ice.

E.3. Labeling Sample Containers

Prior to collecting soil composite samples, complete the sample label for the laboratory-supplied containers. The sample label must have the following information:

- Project Number (listed under “Client”)

- Sample Name (listed under "Sample ID")
- Date Sample Collected (listed under "Collection Date")
- Sampler's Initials (listed under "Collected by")
- Time Sample Collected (listed under "Time")

If not already present, affix the appropriate sample label to the laboratory-supplied sample container.

E.4. Soil Sampling

- Assess and approximate the size of soil from which the composite soil sample will be collected.
- Identify the number aliquots and splitting protocol using the work plan or consult the project manager.
- Prior to sampling, decontaminate the shovel, spoon or scoopula, and stainless-steel bowl or other appropriate container following SOP 701 – Decontamination of Sampling Equipment. In addition, decontaminate all sampling and compositing equipment before collecting each additional sample.
- Don new disposable gloves. Using a gloved hand or decontaminated shovel, spoon or scoopula, acquire the appropriate number of aliquots. The aliquots should be approximately the same size and weight. Place aliquots in the decontaminated stainless-steel bowl or appropriate container that will not introduce contaminants to the samples. Mix the aliquots until thoroughly homogenized, removing rocks or gravel.
- Using a gloved hand, spoon or scoopula, fill unpreserved sample containers with the collected soil sample.
- Fill one open flip-top (or similar), unpreserved jar with the remaining homogenized soil for the percent moisture calculation sample.
- Note: if several analyses are being performed for a single soil sample, the collection and submission of one moisture calculation jar is sufficient for all of the analyses for that one soil sample.
- Place the homogenized soil into the appropriate sample containers. Wipe the threads clean, close the jar, and place the sample on ice.

E.5. Sample Delivery

Arrange for pick-up/drop-off of soil samples in laboratory-provided coolers to the analytical laboratory. If shipping of soil samples to the analytical laboratory is required, follow SOP 603 – Sample Shipping.

E.6. Data and Records Management

Soil samples collected in the field should be recorded in the Field Report Form or field logbook (see SOP 101 – Field Notes and Documentation), on the field log, soil boring log, test trench log, etc., and on the COC (see SOP 602 – Chain-of-Custody Procedures). Information recorded in the Field Report Form or field logbook and on the COC should be identical to the information listed on the sample container label(s). Additionally, it is useful to note how many soil sample containers were filled for each uniquely identified soil composite sample.

Note the presence of any pieces of bituminous in the samples, no matter how small, particularly in samples to be analyzed for SVOCs.

E.7. Quality Assurance/Quality Control

Quality assurance/quality control (QA/QC) procedures described in the work plan should be followed.

A. Purpose

The purpose of this Standard Operating Procedure (SOP) is to establish a consistent method and format for stockpile sampling. If samples are to be collected for laboratory analysis, the SOP for the selected sampling methods and parameters should be employed (i.e., soil grab or soil composite).

A.1. Scope and Applicability

This procedure should be used to characterize and evaluate stockpiled material for reuse or disposal options.

A.2. Summary of Method

Determine the approximate volume of the stockpile. Determine an appropriate number of soil samples based on the approved work plan, site-specific conditions, and/or the appropriate regulatory program guidelines. Equally divide the stockpile into segments equaling the number of samples to be collected. Grab samples are collected from representative portions of the stockpile, typically for volatile and sometimes semi-volatile organic compound analysis in accordance with SOP 208 – Soil Grab Sample Collection. Composite samples are collected in accordance with SOP 209 – Soil Composite Sample Collection, for non-volatile and for most semi-volatile organic compound analyses.

B. Health and Safety

Field work should be performed in accordance with the *Braun Intertec Corporate Health and Safety Manual Standard Operating Procedures* and the site-specific health and safety plan (HASP).

In addition to potential exposure to hazardous substances, stockpile sampling presents safety risks due to working near excavating equipment, potential stockpile sloughing, and slip hazards while climbing on the stockpile to collect samples.

C. Referenced SOPs

- SOP 101 – Field Notes and Documentation
- SOP 201 – Classification of Soil
- SOP 202 – Organic Vapor Soil Screening
- SOP 208 – Soil Grab Sample Collection
- SOP 209 – Soil Composite Sample Collection
- SOP 701 – Decontamination of Sampling Equipment

D. Equipment and Supplies

- Shovel/hand auger
- Permanent marker
- Wire Flags or wooden stakes
- Global Positioning System (GPS) unit and measuring tape
- Photoionization detector (PID) with appropriate lamp (see SOP 202 – Organic Vapor Soil Screening)
- Soil sampling equipment (see SOP 208 – Soil Grab Sample Collection and SOP 209 – Soil Composite Sample Collection)
- Field Report Form (see SOP 101 – Field Notes and Documentation) or field logbook
- Waterproof and/or indelible ink pens
- Cell phone camera or digital camera
- Personal Protective Equipment (PPE)

E. Procedure

E.1. Volume of Stockpile

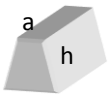
Speak with the project manager or contractor to get the estimated cubic yards of the stockpile. Use the following information to estimate the volume if it is unknown or to confirm estimates by others.

- For an elongated stockpile, determine the shape of the end face and calculate the area of the face in square feet.



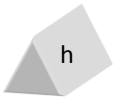
area of a semicircle face = $1/2\ \pi r^2$

OR



area of a trapezoid face = (h * [a+b]) / 2

OR



area of a triangle face = 1/2 bh

- Measure the length (L) of the stockpile in feet.
- Multiply length by area of face (in square feet) and divide by 27 to calculate volume in cubic yards.
- For a cone-shaped stockpile, the volume is calculated by the following formula: $(1/3)\ \pi r^2 h$. Then divide by 27 to convert to cubic yards.

Note: Although there are many variables such as soil type, moisture conditions, presence of debris, etc., as a rule of thumb, to convert cubic yards to tons, 1 cubic yard of soil weighs about 1.5 tons. One cubic yard of concrete weighs about 2 tons.

E.2. Number of Samples

The project work plan, regulatory guidance, and site-specific circumstances should be taken into account when determining the appropriate number of samples to collect from the stockpile. If more than one sample will be collected, divide the stockpile into equal sections and collect the samples from each section. Use paint or stakes to mark divisions of the stockpile.

E.3. Soil Description

The material encountered in the stockpile should be documented (see SOP 201 – Classification of Soil). Describe the type and approximate percentage of soil fill (matrix) and non-soil fill (debris) types present. Photoionization detector (PID) screening should be conducted on all samples collected from the stockpile (see SOP 202 – Organic Vapor Soil Screening).

E.4. Soil Sampling

- Don new disposable gloves. Use a clean/decontaminated shovel or hand auger to dig approximately 0.5 to 1 foot into the stockpile at each location to obtain a fresh soil sample (see SOP 701 – Decontamination of Sampling Equipment). Excavation equipment or drilled soil borings can be used to collect samples from larger stockpiles.
- The project work plan and site-specific circumstances should be taken into account when determining sampling techniques. Refer to the project manager, approved work plan, or landfill requirements for sampling parameters.
- Soil samples collected for volatile organic compounds (VOCs), diesel range organics (DRO), and gasoline range organics (GRO) require collection of grab samples from representative portions of the stockpile. Soil samples collected for all other analysis requires collection of composite samples. Soil samples for chemical analysis should be collected in accordance with SOP 208 – Soil Grab Sample Collection and SOP 209 – Soil Composite Sample Collection.
- Mark each sample location on a map and mark each location with a flag. Use the GPS unit and/or measuring tape to determine the location of stockpiles and each sample location.

E.5. Cautions

Stockpiles should be constructed and maintained to prevent erosion and impacts to storm water and surface water.

Stockpiles should be clearly labeled and identified by use of stakes, lathe, flagging, temporary fencing, etc. to avoid inadvertent mismanagement of the stockpiled material. A site sketch showing the approximate locations of stockpiles should be maintained and photographs should be used where helpful.

E.6. Interferences

Once a stockpile is sampled, additional soil should not be added to the stockpile. If additional soil is added, the initial sample is no longer representative of the stockpile.

E.7. Data and Records Management

Observations should be documented in accordance with SOP 101 – Field Notes and Documentation.

E.8. Quality Assurance Quality Control

Quality assurance/quality control (QA/QC) procedures described in the work plan should be followed.

A. Purpose

The purpose of the Chain-of-Custody (COC) Standard Operating Procedure (SOP) is to control environmental samples from the time they are collected until custody of the samples is accepted by the laboratory sample custodian. COC documentation serves three main purposes:

- Communicates the analytical instructions from the sampler to the analytical laboratory.
- Provides a permanent record of samples provided to the laboratory.
- Documents that samples were handled only by authorized personnel and were not available for tampering prior to analysis.

A.1. Scope and Applicability

Although few environmental samples will ever be used in criminal or civil litigation cases, most samples are collected in support of government-regulated activities. In addition, it is possible that the results of the sample analyses will be used in future litigation even if none was contemplated at the time the samples were collected. Therefore, it is important that a record of sample possession (i.e., COC) be maintained, so that control of the samples from the time of collection to the time of sample laboratory check-in can be demonstrated.

Laboratory-related sample control is described in laboratory operating and quality-control documents and is not discussed in this standard operating procedure (SOP).

This procedure should be used for control of environmental samples that include, but are not limited to those of groundwater (see SOP 311 – Groundwater Sample Collection), surface water (see SOP 314 – Surface Water Sampling), soil (see SOP 208 – Soil Grab Sample Collection and SOP 209 – Soil Composite Sample Collection), air (see SOP 402 – Indoor Air Sampling), soil vapor (see SOP 403 – Soil Vapor Sampling from a Borehole and with a Hand Probe and SOP 405 – Sub-Slab Soil Vapor Sampling), and waste.

A.2. Summary of Method

Environmental samples are collected using methods specified in the work plan or other SOPs. The samples are collected in sampling containers for the desired analyses, preserved as appropriate, and a label is affixed to each container specifying the project name and number, sample identification, date and time of collection, and sample collector. The information is entered onto the COC form and the desired analyses are indicated on the form, which also serves as the analytical request. Sample custody (possession) is maintained individually until the samples are delivered to the laboratory sample check-in. Transfer of custody is documented on the COC form by printed name, signature, date and time.

A.3. Personnel Qualifications and Responsibilities

The sampler is responsible for understanding, implementing and documenting activities related to this SOP during field activities. The sampler is responsible for transmitting a copy of field notes that have not been forwarded to the project manager or designee, as well as a copy of the COC form(s) immediately after sample check-in. If there is more than one sampler, the lead field sampler assumes these responsibilities.

A.4. Definitions

Chain-of-Custody Procedure: A procedure whereby a sample or set of samples is maintained under physical possession or control.

Custody: Samples and data are considered to be in your custody when:

- They are in your physical possession,
- They are in your view, after being in your physical possession,
- They are in your physical possession and then locked in a room or vehicle so that tampering cannot occur, or
- They are kept in a secured area, with access restricted to authorized personnel only.

Chain-of-Custody Form: Form used to record sample identification information, test(s) requested, result reporting instructions, and sample custody.

Sample: A portion of an environmental or source matrix that is collected and used to characterize the matrix.

B. Health and Safety

Field work should be performed in accordance with the *Braun Intertec Corporate Health and Safety Manual Standard Operating Procedures* and the site-specific health and safety plan (HASP).

Department of Transportation (DOT), United States Postal Service (USPS), and Federal Aviation Administration (FAA) shipping/labeling regulations must be followed for shipped samples.

C. Referenced SOPs

- SOP 208 – Soil Grab Sample Collection
- SOP 209 – Soil Composite Sample Collection
- SOP 314 – Surface Water Sampling
- SOP 402 – Indoor Air Sampling
- SOP 403 – Soil Vapor Sampling from a Borehole and with a Hand Probe
- SOP 405 – Sub-Slab Soil Vapor Sampling

D. Equipment and Supplies

- Field Report Form (see SOP 101 – Field Notes and Documentation) or field logbook
- Waterproof or indelible ink pens
- Sample labels
- Custody seals
- Chain-of-Custody (COC) forms (see SOP 602 – Chain-of-Custody Procedure)

E. Procedure

E.1. General Guidelines

- Keep the number of people involved in collecting and handling samples and data to a minimum.
- Only personnel associated with the project should handle samples and data.
- Always document the transfer of samples and data from one person to another on the COC form.
- Always accompany samples and data with the COC form.
- Samples should be uniquely identified, legibly, in permanent ink.
- Fill out the COC form as completely as possible. The sample identification information on the sample containers must match the COC form.
- Use a separate COC form for each cooler.

E.2. Completing COC Form

The COC form should be filled out by the sampler or designee as the samples are being collected and containerized.

E.3. Securing Samples

If you cannot maintain personal possession of the samples prior to sample check-in, they may be secured. A locked vehicle is considered controlled access (i.e., secured). A cooler sitting on the tailgate of a pickup truck or under an unlocked topper, out of direct view of the custodian is not secure. An unsecured cooler in a locked hotel room is also not within controlled access as hotel staff have access to the room. In this case, the cooler could be padlocked or custody seals could be used to secure the samples or cooler.

E.4. Data and Records Management

The original COC form is maintained by the laboratory in accordance with their file retention guidance. A copy of the record should be provided to the project manager or designee with a copy of the sampling field notes by the sampler immediately after sample check-in.

E.5. Quality Assurance Quality Control

Quality assurance/quality control (QA/QC) procedures described in the work plan should be followed.

The project manager or designee should review the COC form as soon as possible after sample check-in to verify that the information on the COC form is correct.

A. Purpose

The purpose of this Standard Operating Procedure (SOP) is to describe the procedure used for proper packaging methods and shipment of samples by overnight carrier via Chain-of-Custody (COC) procedures (see SOP 602 – Chain-of-Custody Procedures).

A.1. Scope and Applicability

If samples cannot be delivered to the laboratory in person and must be shipped, the following procedures should be used.

This procedure should be used for shipping of environmental samples that include, but are not limited to those of groundwater (see SOP 311 – Groundwater Sample Collection), surface water (see SOP 314 – Surface Water Sampling), soil (see SOP 208 – Soil Grab Sample Collection and SOP 209 – Soil Composite Sample Collection), air (see SOP 402 – Indoor Air Sampling), soil vapor (see SOP 403 – Soil Vapor Sampling from a Borehole and with a Hand Probe and SOP 405 – Sub-Slab Soil Vapor Sampling), and waste.

A.2. Summary of Method

Environmental samples are collected using methods specified in the work plan or other SOPs. The samples are collected in sampling containers for the desired analyses, preserved as appropriate, and a label is affixed to each container specifying the project name and number, sample identification, date and time of collection, and sample collector. The information is entered onto the COC form and the desired analyses are indicated on the record, which also serves as the analytical request. Sample custody (possession) is maintained individually until the samples are delivered to the laboratory sample check-in. Transfer of custody is documented on the COC form by printed name, signature, date, and time.

A.3. Personnel Qualifications and Responsibilities

The sampler is responsible for understanding, implementing, and documenting activities related to this SOP during field activities. The sampler is responsible for transmitting a copy of field notes that have not been forwarded to the project manager or designee, as well as a copy of the COC form(s) immediately after samples are shipped. If there is more than one sampler, the lead sampler assumes these responsibilities.

A.4. Definitions

Chain-of-Custody Procedure: A procedure whereby a sample or set of samples is maintained under physical possession or control.

Custody: Samples and data are considered to be in your custody when:

- They are in your physical possession.
- They are in your view, after being in your physical possession.
- They are in your physical possession and then locked up so that tampering cannot occur.
- They are kept in a secured area, with access restricted to authorized personnel only.

Chain-of-Custody Form: Form used to record sample identification information, test(s) requested, result reporting instructions and sample custody.

B. Health and Safety

Field work should be performed in accordance with the *Braun Intertec Corporate Health and Safety Manual Standard Operating Procedures* and the site-specific health and safety plan (HASP).

Department of Transportation (DOT), United States Postal Service (USPS), and Federal Aviation Administration (FAA) shipping/labeling regulations must be followed for shipped samples.

C. Referenced SOPs

- SOP 208 – Soil Grab Sample Collection
- SOP 209 – Soil Composite Sample Collection
- SOP 308 – Trip Blanks
- SOP 314 – Surface Water Sampling
- SOP 402 – Indoor Air Sampling
- SOP 403 – Soil Vapor Sampling from a Borehole and with a Hand Probe
- SOP 405 – Sub-Slab Soil Vapor Sampling
- SOP 602 – Chain-of-Custody Procedures

D. Equipment and Supplies

- Sample coolers or similar shipping containers (solid or liquid samples)
- Sturdy cardboard boxes (steel air canister)
- Protective wrapping and packaging materials
- Ice
- Appropriate laboratory-supplied containers and preservatives (when applicable)
- Sample labels
- Temperature blanks (one per sample cooler)
- Trip blanks, if necessary (see SOP 308 – Trip Blanks)
- Gallon-size plastic bags
- Waterproof and/or indelible ink pens
- COC forms (see SOP 602 – Chain-of-Custody Procedure)
- Custody seals
- Clear packing tape
- Shipping labels for the exterior of the shipping container
- Bill of lading for selected carrier

E. Procedure

E.1. General Guidelines

- Sample containers with solids or liquids should be placed inside of sealable plastic bags to reduce the potential for cross contamination, breakage, and melted ice getting into the samples.
- The drain plug on the cooler, if present, should be taped shut from the inside and outside.
- A layer of protective material such as bubble wrap should be placed in the bottom of the cooler.

E.2. Cooler Guidelines

- If possible, place all contents of the cooler into a large plastic bag that is tied or taped shut to avoid melted ice from leaking out of the cooler during shipping.
- Sample containers should be placed upright in the cooler, and protective material such as bubble wrap should be placed around the sample containers. Do not stack glass containers or lay them on their side, as doing so increases the chance of them breaking.
- Fill the cooler no more than 50 percent with sample containers. Fill all the remaining void space in the cooler with protective material and ice to avoid breakage during transport. At least 1/3 of total cooler space should be taken up by ice. When in doubt, use more ice.
- Ice that is double bagged in sealable plastic bags should be distributed over the top of the samples.
- Additional protective material should then be added to the cooler.
- Ensure that a temperature blank bottle and trip blank (if needed) is in each cooler and included on the COC form.
- Total weight must be less than 30 pounds.

E.3. Air Canister Guidelines

- If possible, reuse the cardboard box provided by the laboratory. If not possible, use a sturdy cardboard box to contain the air canister and associated regulator.
- Include bubble wrap as necessary to reduce movement of the canister and regulator during shipment.
- Use clear packing tape to secure the box during shipment.

E.4. COC Guidelines

- The sampler should relinquish the samples by signing and indicating the date and time that the samples were relinquished to the shipper. The shipping company agent is not required to sign the COC form.
- Field personnel should retain a copy of the COC form and attach it to the field notes.
- The COC form should be placed in a sealable plastic bag and taped to the inside of the cooler lid or placed inside the cardboard box. At least one COC form should be placed in each cooler that is sent to the laboratory.

E.5. Custody Seal Guidelines

- Close the top of the cooler and rotate/shake the cooler to verify that the contents are packed so that they do not move. Add additional protective material if needed and reclose.
- Place one custody seal on the front and on the back of the cooler in such a way that the opening of the cooler will destroy the seal. If shipping air canisters, place the custody seal where the cardboard box flaps meet.
- Tape the cooler or the cardboard box shut with clear packing tape, wrapping all the way around each end. Be sure to tape over the custody seals.

E.6. Shipping Guidelines

- Samples sent by private carrier (UPS, FedEx, etc.) will be accompanied by a bill of lading or other shipping document. Shipping documentation should be saved as part of the permanent record. DOT, USPS, and FAA shipping/labeling regulations must be followed. The contents should be described on the shipping documents as "non-hazardous environmental samples" unless the samples are known to be hazardous such as methane gas samples. If hazardous, contact the laboratory for special shipping instructions. Fill out the correct shipping paperwork with the correct shipping address for the laboratory and tape to the top of the cooler or shipping box. Wrap packing tape around the entire cooler or shipping box. Retain copies of all shipment records as provided by the shipper.
- The cooler or shipping box should be shipped to "Laboratory Sample Receiving" marked "Deliver to addressee only," and the laboratory should be notified of its approximate delivery date and time.
- Deliver the cooler or have the cooler picked up by an overnight carrier that guarantees 24-hour delivery. Consideration should be given to the expected delivery date and the weather. The preferred carriers are shown below in order of preference.
  - Contract shipper such as Speedee (Minnesota only).
  - UPS through Braun Intertec Document Center or front desk (Minneapolis only).
  - UPS through retail outlet.
  - FedEx – may require an explanation stating the container is non-hazardous or the canister is not a cylinder, contains air, is non-flammable, and is not under pressure.
  - US mail – no special marking required.

E.7. Data and Records Management

The original request for COC form is maintained by the laboratory in accordance with their file retention guidance. A copy of the record should be provided to the project manager or designee with a copy of the sampling field notes by the field personnel immediately after sample check-in.

E.8. Quality Assurance Quality Control

Quality assurance/quality control (QA/QC) procedures described in the work plan should be followed.

The project manager or designee should review the COC form as soon as possible after sample check-in to verify that the information on the COC form is correct.

STAFF REPORT **Meeting Date**: May 26, 2026

ROGERS CITY COUNCIL **Agenda Item**: 7.3

Subject: Legislation Related to In-Person Absentee/Early Voting Period
Prepared By: Stacie Brown, City Clerk

Recommended Council Action
Motion to select the option to conduct 18 days of in-person Early Voting utilizing a ballot tabulator in the City of Rogers in 2026.

Overview / Background / Analysis
A bill proposing various election law amendments (HF4240) has passed both the Minnesota House of Representatives and the Senate, which the Governor signed into law on May 18th. This bill contains a provision allowing municipalities who administer Absentee Voting to opt to conduct 18 days of Early Voting rather than 46 days of Absentee/Early Voting. The League of Minnesota Cities has been advocating for this change for a few years in the interest of providing clear processes for voters, and more efficient use of city resources.

Currently, voters who arrive to vote in person during the first 28 days of the 46-day period are not able to place their ballots directly into a tabulator. This causes confusion and in some cases, frustration. This period is referred to as "Absentee Voting", when a voter completes a ballot application and places their voted ballot in a series of envelopes (similar to those returned by mail). These envelopes are processed after the voter has left the building, and forwarded to Hennepin County for counting on the 18th day before Election Day. Despite promotion and publication on the City website and newsletter, a small percentage of voters opt to use this method.

During the last 18 days before Election Day ("Early Voting"), voters are able to complete an abbreviated ballot application and vote using a ballot tabulator, which has been the peak time for turnout. While many voters are comfortable with the envelope method, most have expressed a preference for using a ballot tabulator, which is apparent based on the data. Cumulatively, in 2024, approximately 6% of registered voters in Rogers voted during the first 28 days, contrasting with approximately 32% voting in the last 18 days.

From a staffing perspective, the City has a minimum of two Election Judges (for party balance) working daily throughout the entire 46-day period. There are many days when no votes are cast during the first few weeks. In Presidential Election years, there are three Election Days, requiring 138 days of staffing, and two Election Days in mid-term years, requiring 92 days of staffing. In 2024, Election Judge wages for the three 46-day periods totaled approximately $22,168.00. If the City had only needed staffing for the

18-day periods, the total would have been approximately $10,500.00.

During the 46-day period, other election duties of the City Clerk include training and scheduling of Election Judges (for early voting and Election Day), preliminary and public equipment testing, security planning, statutory publication and posting deadlines, and setting up the precincts for Election Day. Much of this work is deadline-driven; falling in the first few weeks of Absentee Voting. Having the ability to complete these tasks ahead of conducting Early Voting would help reduce conflicting priorities. Additionally, the process of issuing ballots in the Statewide Voter System changes between the first 28 and last 18 days. This requires additional judge training and a shift in documentation, increasing the possibility of errors through having two different processes.

Hennepin County has expressed support for what each city determines is appropriate for their situation, and has requested to be notified of Council's decision by June 1, 2026 for this year's elections. Should the Council opt to switch to the 18-day option, voters would still have the ability to vote by mail during the entire 46-day period. The County has confirmed they have the ability to handle any additional ballots they would receive directly for cities opting to move to the 18-day format. As of the time of this staff report, the understanding is that cities would need to notify the County of their preference between the 46-day or 18-day models on an annual basis.

Staff Recommendation
Motion to select the option to conduct 18 days of in-person Early Voting utilizing a ballot tabulator in the City of Rogers in 2026.

Financial Impact: Savings of up to $11,000 per election year

Source Fund:

Budgeted?

Supporting Documentation
A. 2024 Absentee Voting Statistics by Period - City of Rogers
B. SVRS Reports by Period - 2024
C. 2024 Election Judge Expenses - 46 days vs.18 days

2024 In-Person Absentee/Early Voter Turnout - City of Rogers

Total 2024 In-Person Absentee/Early Voters:	4091
Total Registered Voters as of 2024 General:	11,101
Percentage of Total Registered Voting Before Election Day:	**36.85%**

2024 In-Person Absentee/Early Voters by Election Date

	First 28 Days (Jan 19 - Feb 15)	Last 18 Days (Feb 16 - Mar 5)
Presidental Nomination Primary (03/05/2024):	23	40
State Primary (08/13/2024):	19	32
State General (11/05/2024):	647	3444
Full Year Totals:	**689**	**3516**

Percentage of Total Rogers In-Person/Early Voter Turnout by Election Date

	First 28 Days (Jan 19 - Feb 15)	Last 18 Days (Feb 16 - Mar 5)
Presidental Nomination Primary (03/05/2024):	0%	0%
State Primary (08/13/2024):	0%	0%
State General (11/05/2024):	6%	31%
Full Year Totals:	**6.21%**	**31.67%**

2024 First 28 Days - Election Judge Cost per Cycle		
Presidential Nomination Primary	$	3,081.25
State Primary:	$	3,319.25
General:	$	5,253.00
2024 Total - 84 Days:	**$**	**11,653.50**

2024 Last 18 Days - Election Judge Cost per Cycle		
Presidential Nomination Primary	$	2,261.00
State Primary:	$	3,009.00
General:	$	5,244.50
2024 Total - 54 Days	**$**	**10,514.50**