



AGENDA

Rogers City Council

June 23, 2026 - 7:00 PM

Work Session at 5:30 p.m.

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

2. OPEN FORUM

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

3. PRESENTATIONS

4. APPROVE AGENDA

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

5. CONSENT AGENDA

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

5.1 Approval of June 9, 2026 City Council Meeting Minutes

5.2 Approval of Bills and Claims

5.3 Approval to Reschedule the August 11, 2026 City Council Meeting to 6:00 p.m. on August 13, 2026 Due to Primary Election

5.4 Approval of an Application for Rogers Quarterback Club Conduct Raffles on September 4, September 18, October 9, and October 14, 2026 at the Rogers High School Stadium Located at 21000 141st Avenue North, Rogers, Minnesota

5.5 Approval of MOUs for the Patrol and Sergeant Unions Regarding HCSP

5.6 Approval to Withdraw from the Anoka-Hennepin Narcotics and Violent Crimes

Task Force Effective December 31, 2026

5.7 Adoption of the 2026 Developers Handbook

5.8 Items related to City Hall and Police Department Civic Campus, City Project No. 2202

- Approve Professional Services Agreement with American Engineering Testing (AET) for Special Inspections for City Hall and Police Department Civic Campus, City Project No. 2202
- Approve Payment to Project Resources Group (PRG) for Comcast Relocation Associated with Xcel Energy's Overhead Power Relocation

5.9 Approval of Resolution 2026-60 Authorizing a Letter of Credit Release for Towns at Fox Creek Grading

5.10 Approval of Resolution 2026-61 Authorizing a Letter of Credit Reduction for Towns at Fox Creek 3rd Addition

5.11 Approval of Resolution 2026-62 Authorizing a Letter of Credit Reduction for Northview Preserve

5.12 Approval of Resolution 2026-63 Authorizing a Letter of Credit Reduction for Aster Mill 3rd Addition

5.13 Approval of Items Related to Trailers Plus at 19520 County Rd 81

- Authorizing a Stormwater Maintenance Agreement
- Authorizing a Drainage & Utility Easement

6. PUBLIC HEARINGS

7. GENERAL BUSINESS

7.1 Approve Resolution No. 2026-57 Hiring Zachary Wells as Full-Time Police Officer, June 24, 2026, Subject to the Conditions Set Forth in the Resolution

7.2 Approval to Proceed with North Community Park Playground Plan per the 2026 CIP

7.3 Data Request Software Project

8. OTHER BUSINESS

9. CORRESPONDENCE AND REPORTS

10. ADJOURN TO CLOSED SESSION

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

11. ADJOURN



STAFF REPORT
ROGERS CITY COUNCIL

Meeting Date: June 23, 2026

Agenda Item: 5.1

Subject: Approval of June 9, 2026 City Council Meeting Minutes

Prepared By: Stacie Brown, City Clerk

Recommended Council Action

Motion to approve the June 9, 2026 City Council meeting minutes.

Overview / Background / Analysis

Staff Recommendation

Motion to approve the June 9, 2026 City Council meeting minutes.

Financial Impact:

Source Fund:

Budgeted?

Supporting Documentation

A. 06092026min

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, June 9, 2026, at 7:00 PM at Rogers Community Room, 21201 Memorial Drive, Rogers, MN, 55374 and online in the Teams application.

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

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

2. OPEN FORUM

No one came forward.

3. PRESENTATIONS

3.1 Audit Presentation by Alex Trippel, CPA - Abdo and Acceptance of 2025 Audit

Finance Director Bruska introduced Alex Trippel of Abdo, who presented the City's 2025 Audit results.

Mr. Trippel stated that the audit resulted in an unmodified opinion under GAAP. He reviewed the General Fund balance and budget to actual, as well as the cash flows from operations and cash balances for the Water, Sewer and Stormwater Funds. He shared the cash flows from the operations and cash balances for the Municipal Liquor Fund and noted a standard transfer from the Liquor Fund to cover Capital Expenditures. Mr. Trippel added that the Municipal Off-Sale is operating strongly, and the closure of the On-Sale has reduced losses. He shared cash and investment balances by type and key performance indicators, including taxes, debt, and expenditures.

Councilor Eiden moved, Councilor Brockman seconded a motion to accept the 2025 Audit and Financial Statements. Motion carried 5-0.

4. APPROVE AGENDA

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

5. CONSENT AGENDA

- 5.1 Approval of May 26, 2026 City Council Meeting Minutes
- 5.2 Approval of Bills and Claims
- 5.3 Approve Resolution 2026-48 Accepting Donations to the Rogers Fire Department
- 5.4 Approve Change Order No. 1 for Fletcher Bypass, City Project No. 1409
- 5.5 Approval of a Short-Term Lease at Rogers Tech Center for Storage During the Construction of the Civic Campus
- 5.6 Approval of Resolution 2026-56 Approving a Site Plan Application for the Expansion of the Building at 20615 Commerce Boulevard (Twin City Hose)
- 5.7 Authorize Execution of Early Grading Agreement for Edgewater Cove
- 5.8 Approve the Hiring of Spencer Majerus for the Vacant Public Works Medium Equipment Operator - Parks Position

Councilor Enga requested to pull Item 5.3 for separate discussion.

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

Item 5.3: Approve Resolution 2026-48 Accepting Donations to the Rogers Fire Department

Councilor Enga thanked Kidde Fire Alarms for their donation of 76 combination smoke/carbon monoxide alarms in support of fire prevention efforts for Rogers in the City of Rogers.

Councilor Enga moved, Councilor Brockman seconded a motion to approve Resolution 2026-48; Accepting Donations to the Rogers Fire Department. Motion carried 5-0.

6. PUBLIC HEARINGS

None.

7. GENERAL BUSINESS

- 7.1 **Approval of Resolution No. 2026-59, A Resolution Awarding the Sale of \$9,985,000 General Obligation Tax Abatement Bonds, Series 2026A, Fixing Their Form and Specifications; Directing Their Execution and Delivery; and Providing for Their Payment**

Finance Director Bruska discussed the sale of bonds for the RAC expansion (2nd sheet of

ice). She introduced Jason Aarsvold of Ehlers, who shared details on the bids received, noting the amount is less due to the premium which was included when they placed their bid for the bond. This is giving more money at a higher interest rate, which means less can be borrowed than anticipated, and the same debt service.

Mayor Klick moved, Councilor Brockman seconded a motion to approve Resolution 2026-59, Awarding the Sale of \$9,985,000 General Obligation Tax Abatement Bonds, Series 2026A, Fixing Their Form and Specifications; Directing Their Execution and Delivery, and Providing for Their Payment. Motion carried 5-0.

7.2 Consideration of Ordinance 2026-13 Amending the Zoning Code to Allow for Community Solar Gardens Following a Request from SunShare, LLC

City Planner Henderson presented details on a request for a Zoning Code amendment from SunShare, LLC, noting that solar is currently considered an accessory use within all zoning districts, except SB. He explained that this would be a high discretion item and would also require an Interim Use Permit with which the discretion then becomes narrower. Henderson noted this would add community solar gardens as a defined use, and also as an interim use within the R1 District.

Henderson reviewed the details on setbacks, height and proximity, height restriction, glare, easement dedications and the decommissioning process. He explained recommended a larger setback and capping megawatts to encourage more efficiency per acre. He noted that with the 2050 Comprehensive Plan, there are additional requirements for reducing greenhouse gases, and this would be an item that could fill that gap. He does not anticipate pressure from the solar industry.

Councilor Enga noted that the Planning Commission thought rooftop solar gardens may also meet the requirements. Henderson stated it could be done as a principal use. Enga asked if there was a way to give preference to Rogers residents for benefits. City Attorney Vose noted there is not a way to limit the buyers/beneficiaries to Rogers residents, as there are no geographic limits.

Councilor Brockman expressed concern with this being open to all R1 properties. Councilor Eiden stated he is not in favor of it at all, noting that residents have the option to obtain solar independently. From the audience, resident Greg Kemmetmueller expressed that seeing farmland turn into houses is just as much as a blight as solar.

Colin O'Neil of SunShare Community Solar came forward to take questions from the Council. In total, there are about 800 properties zoned R1. Ultimately, of all the suitable sites zoned R1, there were only about four that were suitable. When factoring the buffer, there are only about two properties. He reviewed the benefits and could work with the city at a first offer to subscribe. Mayor Klick inquired about a reference made to non-profit organizations. Mr. O'Neil stated the company finds subscribers, and there is a mandate from the State under the program.

Vose clarified that the City can't limit who can subscribe. Mr. O'Neil; stated he believes that's

correct, but there may be an option to subscribe at a discount. He noted that an exact plan hasn't been worked out. Heliene (who has a newer solar panel manufacturing facility in Rogers) will be providing the solar panels, and they have expressed interest in using a portion of the garden as a test area. Enga asked what percent of the garden they would be using, and Mr. O'Neal estimated 10%.

Councilor Jullie inquired about the term "community." Mr. O'Neil replied that it refers to off-site by subscribers, and an Xcel energy would get credit. Jullie asked if they go through environmental review, and Mr. O'Neil confirmed they do, and all results are provided. Jullie asked about typical impacts on wildlife and runoff. Mr. O'Neil stated they work to make sure there is minimal impact. Those plans have not been made yet for this project, adding they would pay Xcel energy to upgrade infrastructure in the vicinity.

Enga inquired about a sheep being brought into graze. O'Neil stated that it is possible and is beneficial for the soil. When the project is decommissioned, there is rich soil left behind. Enga inquired about the potential for waste runoff from the sheep onsite. O'Neil stated that the excrement is trampled by the sheep as they graze and incorporated into the soil. Enga asked if the sheep would be trucked in and out, and if it would be on one trailer. O'Neil believed it would be one trailer. Brockman asked about other communities, Mr. O'Neil stated there are about 30 sites, including St. Michael. He offered to provide a map and the St. Michael map.

Klick asked about the typical discount, and Mr. O'Neil stated that it would typically be 5-10%, more in certain circumstances. He explained there are plans to screen the outside of the garden, around the entire perimeter. Enga asked about the screening size of trees. Henderson stated it would be the minimum (about 6' minimum for evergreen). Reasonable conditions can be requested for approval, including beaming and selective screening.

Enga asked if Three Rivers Parks was notified. Henderson stated that a notice was mailed, and there would be noticing requirements for adjacent property owners within a certain range. Brockman stated he has too many questions at this time, and he would like to table the item.

Eiden asked how much of the materials are recycled. Mr. O'Neil stated that he doesn't have an exact number, but the majority would be recycled. Eiden asked how much goes to the landfill. Mr. O'Neil offered to pull a report from a previous decommission. Enga inquired about lead and cadmium contents in the material, and Mr. O'Neil wasn't sure. Klick agreed that the item needs to be tabled. Community Development Specialist Burtness noted the size of the program in Minnesota, and a decrease in the numbers over a three-year period. He offered to prepare a map and trends across the state.

Jullie agreed about tabling the item, noting visual aesthetics and environmental concerns with the runoff. Henderson asked if this could be a workshop item on 6/23.

Councilor Brockman moved, Councilor Enga seconded a motion to table consideration of Ordinance 2026-13; Amending the Zoning Code to Allow for Community Solar Gardens. Motion carried 5-0.

7.3 Items Related to City Hall and Police Department Civic Campus, City Project No. 2202

- Approve Payment to Lumen (Century Link) for Relocation of Communications Facilities for City Hall and Police Department Civic Campus, City Project No. 2202
- Approve Bid Package #2 and Bidder Qualification Selection Criteria and Authorize Solicitation of Bids

Public Works Director/City Engineer Cote recapped developments on the City Hall and Police Department Civic Campus, City Project No. 2202:

- January 13, 2026: the City Council approved AIA Document A133-2019, Standard Form of Agreement between the City of Rogers and Terra Construction for Construction Manager at Risk.
- February 10, 2026: the City Council approved the preliminary plat and site plan for the Civic Campus.
- April 28, 2026: the City Council approved Bid Package #1 and Bidder Qualification Selection Criteria and authorized solicitation of bids for Bid Package #1. Bid Package #2 includes the remaining scopes of work. The estimated value of Bid Package #2 is \$34,417,622.

Cote explained that the Bidder Qualification Selection Criteria must be approved by the municipality. Terra Construction proposes the same bidding approach as Bid Package #1 and as follows:

- Terra will competitively bid all trade work per state statute. All the bidders will be required to submit, with their bid, a pass/fail checklist.
- The bidding process will occur over two bid packages, to allow for procurement of certain materials and trades, while the design is finalized.

To facilitate construction of the Civic Campus, existing overhead power along the south side of Industrial Boulevard right-of-way must be relocated. On May 12, 2026, the City Council approved payment to Xcel Energy to relocate the overhead lines from the south side of Industrial Boulevard into existing utility easements on the north side of Industrial Boulevard then underground from the gas station to the east side of County Road 81. Comcast is also located on the Xcel Energy poles and will need to be relocated as well.

There are also existing Lumen communication facilities in the area that must be relocated to accommodate construction of the Campus. The cost for these relocations is \$36,100.27 and must be paid for before the facilities are relocated.

Councilor Enga moved, Councilor Brockman seconded a motion to approve payment to Lumen (CenturyLink) for relocation of communications facilities for City Hall and Police Department Civic Campus, City Project No. 2202. Motion carried 5-0.

Councilor Enga moved, Councilor Brockman seconded a motion to approve Bid Package #2 and Bidder Qualification Selection Criteria and authorize solicitation of bids. Motion carried 5-0.

8. OTHER BUSINESS

None.

9. CORRESPONDENCE AND REPORTS

9.1 First Quarter 2026 Financial Reports

10. ADJOURN

Mayor Klick adjourned the meeting at 8:13 p.m.

Respectfully submitted,

Stacie Brown
City Clerk



STAFF REPORT
ROGERS CITY COUNCIL

Meeting Date: June 23, 2026

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. 06-05-2026 Checks #96707-96756 & ACH Payments
- C. 06-05-2026 Check #96757 Payment
- D. 06-12-2026 Checks #96758-97799, 97805-97809 & ACH Payments
- E. 06-18-2026 Checks #97810-97866 & ACH Payments
- F. May P-Card Allocations

CITY OF ROGERS
06.23.2026 CITY COUNCIL MEETING
OPERATING ACCOUNTS - ADDITIONAL CLAIMS PAID/TO BE PAID

City Payroll Checks, Taxes & Misc Fees Paid	
6/11/2026 ADP Child Support/Garnishment	124.62
6/11/2026 ADP Direct Deposits	285,809.31
6/12/2026 ADP Fees	1,790.00
6/12/2026 ADP Fees	8,299.44
6/12/2026 ADP Fees	1,160.65
6/11/2026 ADP Payroll Taxes	114,184.11
6/8/2026 Associated Bank FSA/DCAP	55.96
6/9/2026 Associated Bank FSA/DCAP	202.00
6/10/2026 Associated Bank FSA & DCAP Participant Fees	60.00
6/3/2026 Associated Bank Cobra Fees	62.30
6/15/2026 ICMA Deferred Compensation	3,125.00
6/12/2026 Associated Bank Health Plan Fund	1,700.00
6/12/2026 Associated Bank Health Plan Fund	6,812.58
6/15/2026 PERA	84,232.46
6/15/2026 State of MN HCSP	4,613.23
6/15/2026 State of MN - Deferred Comp	14,291.00
Payroll & Misc Fee Expenditures	<u>526,522.66</u>
City Checks & ACH Paid	
6/5/2026 City Checks & ACH Paid (96707-96756)	796,814.78
6/5/2026 City Check (96757) Payment	262,180.00
6/12/2026 City Checks & ACH Paid (96758-97799; 97805-97809)	643,659.08
6/18/2026 City Checks & ACH Paid 97810-97866)	878,208.72
Cit City Check & ACH Expenditures	<u>2,580,862.58</u>
6/3/2026 Finnly Sports Payments Credit Card Fees RAC	1,418.85
6/3/2026 Payment Services Network Processing Fees	342.10
6/16/2026 Civic Pay ACH Fees Utility Billing	36.32
6/10/2026 WT - Bond Trust Services - 2014A G.O Bond Payment	10,700.00
6/10/2026 WT - Bond Trust Services - 2015A G.O Bond Payment	22,113.75
5/19/2026 US Bank Credit Cards - May	58,052.86
6/4/2026 Superior Press Deposit Slips	73.36
6/11/2026 Wells Fargo Client Analysis Fees	1,902.93
6/12/2026 Pitney Bowes Postage - City Hall Auto Replenish	1,000.00
6/9/2026 MNDOR - Water Sales Tax	4,681.00
City ACH/Wire Expenditures	<u>100,321.17</u>
Liquor Misc AC City Total To Be Approved	<u>3,207,706.41</u>
6/3/2026 Credit Card Processing Fees - RWAS	6,623.82
6/3/2026 Credit Card Processing Fees - RWAS	543.11
6/3/2026 Credit Card Interchange Fees- RWAS	140.80
6/16/2026 MNDOR - Liquor Sales Tax	44,037.00
Liquor ACH/Wire Expenditures	<u>51,344.73</u>
Liquor Total to Be Approved	<u>51,344.73</u>



STAFF REPORT

Meeting Date: June 23, 2026

ROGERS CITY COUNCIL

Agenda Item: 5.4

Subject: Approval of an Application for Rogers Quarterback Club Conduct Raffles on September 4, September 18, October 9, and October 14, 2026 at the Rogers High School Stadium Located at 21000 141st Avenue North, Rogers, Minnesota

Prepared By: Stacie Brown, City Clerk

Recommended Council Action

Motion to approve an application for Rogers Quarterback Club to conduct raffles on September 4, September 18, October 9, and October 14, 2026 at the Rogers High School Stadium Located at 21000 141st Avenue North, Rogers, MN.

Overview / Background / Analysis

Rogers Quarterback Club has submitted an application to conduct raffles on September 4, September 18, October 9, and October 14, 2026 at the Rogers High School Stadium Located at 21000 141st Avenue North, Rogers, MN.

Staff Recommendation

Motion to approve an application for Rogers Quarterback Club to conduct raffles on September 4, September 18, October 9, and October 14, 2026 at the Rogers High School Stadium Located at 21000 141st Avenue North, Rogers, MN.

Financial Impact:

Source Fund:

Budgeted? N/A

Supporting Documentation

None



STAFF REPORT
ROGERS CITY COUNCIL

Meeting Date: June 23, 2026

Agenda Item: 5.5

Subject: Approval of MOUs for the Patrol and Sergeant Unions Regarding HCSP
Prepared By: Stacy Scharber, Assistant Administrator/HR Director

Recommended Council Action

Motion to approve the two MOUs for the Patrol and Sergeant Unions as presented.

Overview / Background / Analysis

The Minnesota State Retirement System (MSRS) does a periodic review of the City's Union Contracts to make sure the language surrounding the Health Care Savings Plans (HCSP) is appropriate and not conflicting with their policies. In doing the review of the most recent contracts, MSRS suggested some updated language to the two Unions (patrol and sergeant). The enclosed MOUs are recommended for approval. They have been reviewed by the Union Business Agents and by Labor Attorney Hansen.

Staff Recommendation

Motion to approve the two MOUs for the Patrol and Sergeant Unions as presented.

Financial Impact:

Source Fund:

Budgeted? Yes

Supporting Documentation

- A. Rogers 509 Patrol HCSP MOU 6.2.26
- B. Rogers 377 Sergeants HCSP MOU 6.2.26

MEMORANDUM OF AGREEMENT

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

WHEREAS, the City and Union are parties to a collective bargaining agreement; and

WHEREAS, the collective bargaining agreement contains references to the Minnesota State Retirement System (MSRS) Post Employment Health Care Savings Plan; and

WHEREAS, the collective bargaining agreement contains provisions in Article 11 and Article 29 that conflict with MSRS requirements for participation in the Post Employment Health Care Savings Plan; and

WHEREAS, the City and Union seek to amend the collective bargaining agreement to ensure compliance with MSRS requirements.

NOW THEREFORE, the City and Union agree to amend Articles 11 and 29 as follows:

ARTICLE 11. OVERTIME PAY

11.6 Compensatory time shall be taken either as compensatory time or in cash and no more than 100 hours may be accrued, and will be paid down to 80 hours at the last pay period of the calendar year, ~~as per Article 30 of this contract.~~

ARTICLE 29. POST EMPLOYMENT HEALTH CARE SAVINGS PLAN

29.1 Employer agrees to allow employees to participate in a Post Employment Health Care Savings Plan through the Minnesota State Retirement System. ~~That participation will be done through the employee's elected percentage of their base wage. The elected percentage amount shall be allowed only once per two years. The contribution percentage amount shall be allowed to change only once per two years. As of first payroll in August 2010 the employees will contribute two percent (2%) of their base wage. All severance pay per Articles 11.6 and 16.4 are~~ shall be paid to MSRS Post Employment Health Care Savings Plan.

~~29.2 All comp time in excess of 80 hours, accumulated prior to any wage rate increase, as of December 31st of each year, or at the time of termination, will be applied to the MSRS Post Employment Health Care Savings Plan.~~

The City and Union agree that the above amendments shall become effective immediately upon execution of this MOA and shall be incorporated into the parties' next collective bargaining agreement.

IN WITNESS WHEREOF, the parties have caused this MOA on this _____ day of _____, 2026.

CITY OF ROGERS

LAW ENFORCEMENT LABOR SERVICES, INC.

MEMORANDUM OF AGREEMENT

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

WHEREAS, the City and Union are parties to a collective bargaining agreement; and

WHEREAS, the collective bargaining agreement contains references to the Minnesota State Retirement System (MSRS) Post Employment Health Care Savings Plan; and

WHEREAS, the collective bargaining agreement contains provisions in Article 11 and Article 29 that conflict with MSRS requirements for participation in the Post Employment Health Care Savings Plan; and

WHEREAS, the City and Union seek to amend the collective bargaining agreement to ensure compliance with MSRS requirements.

NOW THEREFORE, the City and Union agree to amend Articles 11 and 29 as follows:

ARTICLE 11. OVERTIME PAY

11.6 Compensatory time shall be taken either as compensatory time or in cash and no more than 100 hours may be accrued, and will be paid down to 80 hours at the last pay period of the calendar year, ~~as per Article 28 PEHCSP of this contract.~~

ARTICLE 29. POST EMPLOYMENT HEALTH CARE SAVINGS PLAN

29.1 Employer agrees to allow employees to participate in a Post Employment Health Care Savings Plan through the Minnesota State Retirement System. ~~That participation will be done through the employee's elected percentage of their base wage. The elected percentage amount shall be allowed only once per two years. The contribution percentage amount shall be allowed to change only once per two years. As of first payroll in August 2010 the employees will contribute two percent (2%) of their base wage. All severance pay per Articles 12.6 and 17.4~~ 16.4 are shall be paid to MSRS Post Employment Health Care Savings Plan.

~~29.2 All comp time in excess of 80 hours, accumulated prior to any wage rate increase, as of December 31st of each year, or at the time of termination, will be applied to the MSRS Post Employment Health Care Savings Plan.~~

The City and Union agree that the above amendments shall become effective immediately upon execution of this MOA and shall be incorporated into the parties' next collective bargaining agreement.

IN WITNESS WHEREOF, the parties have caused this MOA on this _____ day of _____, 2026.

CITY OF ROGERS

LAW ENFORCEMENT LABOR SERVICES, INC.



STAFF REPORT

Meeting Date: June 23, 2026

ROGERS CITY COUNCIL

Agenda Item: 5.6

Subject: Approval to Withdraw from the Anoka-Hennepin Narcotics and Violent Crimes Task Force Effective December 31, 2026

Prepared By: Dan Wills, Chief of Police

Recommended Council Action

Approval to Withdraw from the Anoka-Hennepin Narcotics and Violent Crimes Task Force Effective December 31, 2026

Overview / Background / Analysis

In 2017, the City re-assigned an existing patrol officer to the Anoka-Hennepin Narcotics and Violent Crimes Task Force (AHNVCTF) through a regional cooperative agreement. At that time, participation provided meaningful regional collaboration and additional investigative resources that supported narcotics enforcement and violent crime investigations.

Over time, the Rogers Police Department has seen diminishing operational and strategic benefits relative to the cost and personnel commitments required for participation. Statutory changes to Minnesota's forfeiture laws and the legalization of marijuana have reduced the ability to offset costs through seizure revenues, while the City continues to fund all overtime worked by the assigned detective as well as an annual membership contribution of approximately \$10,000. This recommendation comes after careful evaluation. This decision was not made lightly and reflects increasing operational needs within our current staffing levels and the need to refocus those resources internally.

The Police Department believes withdrawing the assigned detective from the AHNVCTF and reallocating those resources internally will better support proactive initiatives to address local community safety priorities. The City of Rogers has greatly valued our partnership with the Anoka-Hennepin Narcotics and Violent Crimes Task Force and sincerely appreciates the collaboration, professionalism, and shared commitment to public safety that has defined our involvement. Although we will no longer participate as a member agency, the Rogers Police Department remains ready to support and stand alongside our regional partners should the need arise.

Staff Recommendation

Approval to Withdraw from the Anoka-Hennepin Narcotics and Violent Crimes Task Force Effective December 31, 2026

Financial Impact:

Source Fund:

Budgeted? N/A

Supporting Documentation

None



STAFF REPORT
ROGERS CITY COUNCIL

Meeting Date: June 23, 2026

Agenda Item: 5.7

Subject: Adoption of the 2026 Developers Handbook
Prepared By: Brett Angell, Community Development Director

Recommended Council Action

Motion to adopt the 2026 Developers Handbook and authorize staff to update annually based upon any required changes.

Overview / Background / Analysis

Through internal conversations and a desire to consistently evaluate processes and seek to improve efficiency and clarity, staff have compiled a updated and new developers' handbook. The intention of this document is to give prospective developers information in the early stages of a proposed development with the anticipation it will help address common questions that are often asked throughout the development process. Additionally, the information provided in this handout seeks to help ensure applications that are submitted are complete and meet city standards early to reduce review time.

The document includes sections on pre-development meetings, application materials, submission timelines, fees, required agreements, financial securities, recording of documents, and additional jurisdictional reviews that may be required.

The document would be updated on an annual basis to reflect any fee changes, update timelines, and potentially to add additional information that may be deemed to be helpful. The document does not alter or change the existing approval process and all developments will still be required to receive the necessary review and approvals as outlined in City Code.

Staff Recommendation

Staff recommend the adoption of the 2026 Developers Handbook.

Financial Impact: Not applicable

Source Fund: Not applicable.

Budgeted? N/A

Supporting Documentation

A. 2026 Rogers Developers Packet



2026

ROGERS DEVELOPMENT INFORMATION

Community Development



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1 – INTRODUCTION

The City of Rogers strives to create a land use approval process that is transparent, timely, and straightforward for all parties. The intention of this document is to provide additional details of the land use application process from before an application is submitted through the time a development is underway and completed. The information provided herein is intended to clarify certain items. Each development is treated independently, and certain components of this document may or may not be relevant to a proposal.

2 – PRE-DEVELOPMENT

The City of Rogers strives to create a land use approval process that is transparent, timely, and straightforward for all parties. The intention of this document is to provide additional details of the land use application process from before an application is submitted through the time a development is underway and completed. The information provided herein is intended to clarify certain items. Each development is treated independently, and certain components of this document may or may not be relevant to a proposal.

3 – APPLICATION MATERIALS

In order to be deemed complete, land use applications should include the relevant plans and maps as identified on the city website (scan QR code).

As plans are being drafted, applicants (or their consultants) are welcome to contact staff with any code-related or site-specific questions. Specific infrastructure improvements should follow the established engineering standard plates, which can be requested from staff as needed. As-builts specific to the development area may be available upon request.

Additional details corresponding to Fire Department development requirements can be found in Exhibit C of this document.





4 – SUBMISSION TIMELINES

Land use applications follow set and defined submission deadlines. Most applications require a review and recommendation by the Planning Commission, followed by a final review by the City Council. The Planning Commission meets on the first Monday of each month, and the City Council meets on the second and fourth Tuesdays of each month, subject to holidays. The table below corresponds to anticipated schedules based on submission dates.

APPLICATION DEADLINE	PLANNING COMMISSION	CITY COUNCIL
Wednesday, April 1st	Monday, May 4th	Tuesday, May 26th
Friday, May 1st	Monday, June 1st	Tuesday, June 23rd
Monday, June 1st	Monday, July 6th	Tuesday, July 28th
Wednesday, July 1st	Monday, August 3rd	Tuesday, August 25th
Monday, August 3rd	Monday, September 7th	Tuesday, September 22nd
Tuesday, September 1st	Monday, October 5th	Tuesday, October 27th
Thursday, October 1st	Monday, November 2nd	Tuesday, November 24th
Monday, November 2nd	Monday, December 7th	Tuesday, December 22nd
Tuesday, December 1st	Monday, January 4th, 2027	Tuesday, January 26th, 2027

5 – APPLICATION FEES

Application fees related to zoning and land use applications for the City of Rogers are established on an annual basis through the adopted Fee Schedule. The adopted fees for 2026 can be found within Section 9 of the Fee Schedule and as further detailed below:

APPLICATION TYPE	APPLICATION FEE	ESCROW REQUIRED
Comprehensive Plan Amendment	\$500.00	\$3,000.00
Concept Plan Review	\$250.00	\$1,500.00
Conditional Use Permit	\$400.00	\$1,000.00
Interim Use Permit	\$400.00	\$2,000.00
Minor Subdivision	\$300.00	\$1,000.00
Preliminary Plat	\$500.00 + \$5/lot	\$3,500.00
Final Plat	\$300.00 + \$5/lot	\$2,500.00
PUD Development Plan	\$500.00	\$5,000.00
Rezoning	\$400.00	\$2,000.00
Site Plan Review	\$500.00	\$3,500.00
Site Plan Amendment	\$250.00	\$2,000.00
Vacation of Easements	\$500.00	N/A
Variance	\$400.00	N/A
Zoning Code Text Amendment	\$400.00	\$1,500.00

Escrow deposits shall be applied to city expenses towards the project, including, but not limited to, staff review time, public hearing notice fees, and document recording (if applicable). Upon completion of a project, any remaining escrow funds will be released to the issuing party. If an escrow is fully depleted and/or a negative balance exists, the city may require additional funds to be deposited.

6 – PARK DEDICATION & UTILITY DEVELOPMENT FEES

Section 6: Development of the adopted Rogers Fee Schedule details the required fees for park dedication, if payment in lieu of land, and utility trunk fees, if applicable. Details related to the fee amounts can be found below.

TYPE	FEE
Park Dedication – Residential (per unit)	\$6,000.00
Park Dedication – Commercial (per acre)	\$8,500.00
Park Dedication – Industrial (per acre)	\$6,000.00
System Access Fee – Water (per unit*)	\$2,120.00
System Access Fee – Sewer (per unit*)	\$2,560.00
System Access Fee – Storm Water (per acre)	\$2,600.00

* System Access fees for Water and Sewer are based on anticipated SAC unit charges. An estimated SAC determination will be completed during development.

7 – UTILITY CONNECTION FEES

Section 3 of the Rogers Fee Schedule establishes the Water Connection Fees and Sewer Connection Fees. These fees must be paid prior to the issuance of a building permit. These fees are charged on a per MCES SAC Determination credit basis. Applicants are required to submit plans to the Metropolitan Council for a SAC Determination. The Sewer Development Fee referenced below includes both city and Metropolitan Council charges.

TYPE	FEE
Water System Access – Building Permit (per unit)	\$3,180.00
Sewer System Access – Building Permit (per unit)	\$3,840.00



8 – AGREEMENTS

With many developments, agreements may be required prior to the commencement of construction or site work. All agreements are drafted by the City of Rogers and require council approval. The list below provides a broad overview of which agreements may be required and their respective purposes. Additional or different agreements may be required, depending on the proposed development.

Development/Subdivision Agreement

For larger developments, residential subdivisions, plats, and developments involving new public infrastructure, a development agreement may be required. This agreement will further detail the development obligations, structuring, and requirements of the developer. This agreement will detail any financial surety requirements. To determine the exact surety amounts, the developer will be required to provide detailed engineering estimates or bids for the improvements as detailed in Exhibit A. Costs should be broken out between public and private improvements.

Site Improvement Performance Agreement

In smaller commercial and industrial developments that do not require a Development Agreement, a Site Improvement Performance Agreement (SIPA) may be required. A SIPA will further detail the proposed improvements and developer obligations. To determine the exact surety amounts, the developer will be required to provide detailed engineering estimates or bids for the improvements as detailed in Exhibit A. Costs should be broken out between public and private improvements.

Easements

Many developments require establishing easements as part of the development. Easements that may be required to be established include, but are not limited to: trails, drainage & utility, and cross-access and parking.

Stormwater Maintenance Agreement

For developments with on-site stormwater, a Stormwater Maintenance Agreement may be required. This agreement will establish the long-term maintenance obligations of the proposed stormwater features. For this agreement, applicants are required to provide an exhibit that highlights and labels the proposed stormwater features, including the person responsible for maintaining each item. This agreement also refers to the applicant-provided Stormwater Operations and Maintenance Plan.

Easement Encroachment Agreement

In the event that improvements (typically impervious surfaces or landscaping) are proposed within an easement area, an Easement Encroachment Agreement may be required.



9 – LETTERS OF CREDIT

In certain developments, a letter of credit must be submitted to the city to provide financial security for certain site improvements. Letters of credit should be provided by FDIC-insured financial institutions at the amount detailed in the relevant agreement(s) for the development. A template letter of credit draft is shown in Exhibit B of this document. Amounts are determined based upon 150% of costs for public improvements and 125% of costs for private improvements.

Upon completion of the work, the developer may request a reduction of the letter of credit based on the work completed. The city will not reduce a letter of credit by more than 10% of its original value until the development is complete, at which point a letter of credit release may be requested.

When requesting reductions or releases to the letter of credit, the developer should provide the requested reduction amount and relevant pay apps. If requesting the city's acceptance of a utility or full release, as-built plans must be provided to the city.

10 – RECORDING DOCUMENTS

Following the finalization of language in certain agreements, city staff will coordinate execution of the documents with the required city signees, typically the Mayor and City Clerk. Applicants should coordinate with staff on the complete execution and delivery of documents.

In most circumstances, the applicant shall be required to record relevant agreements related to their proposed development. Once an item has been recorded, the applicant is required to send copies or proof of recording to the city. Applicants shall coordinate with Hennepin County on proper recording procedures.

The City of Rogers will complete the recording of any resolutions of approval by the City Council that require recording.



11 – ADDITIONAL JURISDICTIONAL REVIEWS

Depending on the size, location, or physical characteristics of a proposed development, additional outside jurisdictions may be required to review and provide comments on the proposed development. Common agencies that may be required to review certain proposals include:

- **Elm Creek Watershed District**
 - In circumstances where there will be 1 acre or more of disturbance, the development will require approval from the Elm Creek Watershed District. Applicants are required to apply directly to ECWD. ECWD applications should be provided to the city for signature prior to submission to ECWD.
- **Hennepin County**
 - If the proposed development abuts a county road, Hennepin County will review the proposal and determine the requirements for access points to the county roadway system and the right-of-way.
- **Minnesota Department of Transportation (MnDOT)**
 - If a proposed development abuts Highway 101 or Interstate 94, MnDOT will review it and may provide comments regarding proposed right-of-way needs.
- **Department of Natural Resources (DNR)**
 - In the event that a development is within the shoreland or other defined natural resource area, review and approval by the DNR will be required.

EXHIBIT A

Subdivision/Development Agreement Exhibit B Costs

The table below outlines the preferred format for submitting cost information to the city. Not all developments will have expenditure for each category.

Item	Public - Developer Installed	Private	Total
Site grading			
Erosion control			
Watermain improvements			
Sanitary sewer improvements			
Stormwater sewer improvements			
Street improvements			
Parking lot/Site improvements			
Sidewalk/trail improvements			
Wetland and buffer restoration			
Wetland monitoring			
Landscaping and tree mitigation			
Total Estimated Cost			

EXHIBIT B

Letter of Credit Template

IRREVOCABLE LETTER OF CREDIT TEMPLATE

To: City of Rogers
Attn: Finance Director
22350 South Diamond Lake Road
Rogers, MN 55374

Dear Sir or Madam:

We hereby issue, for the account of _____, and in your favor, our irrevocable letter of credit in the amount of \$ _____, available to you by your draft drawn on sight or by certified mail on the undersigned financial institution.

To draw on the Letter of Credit, the draft letter must:

- a. Bear the clause, "drawn under the Letter of Credit No. _____, dated _____, 20__ of (Name of Bank);
- b. Be signed by the Mayor or City Administrator of the City of Rogers.
- c. Be sent to (Name of Bank) via certified mail, postage prepaid, or be presented for payment at _____, on or before the expiration date of the letter of credit.
- d. Contain the amount to be drawn against the letter of credit.

THE FOLLOWING STATEMENT MUST BE INCLUDED ON ALL LETTERS OF CREDIT SUBMITTED TO THE CITY OF ROGERS:

This Letter of Credit shall automatically renew for successive one-year terms unless, at least forty-five (45) days prior to the next annual renewal date the financial institution delivers written notice to the City of Rogers Finance Director that it intends to modify the terms of, or cancel, this letter of credit. Written notice is effective if sent by certified mail, postage prepaid, and deposited in the U.S. Mail, at least forty-five (45) days prior to the next annual renewal date addressed as follows: City of Rogers, Attn: Finance Director, Rogers City Hall, 22350 South Diamond Lake Road, Rogers, MN 55374, and is actually received by the Finance Director at least thirty (30) days prior to the renewal date.

This Letter of Credit sets forth in full our understanding which shall not in any way be modified, amended, amplified, or limited by reference to any document, instrument, or agreement, whether or not referred to herein.

[This Letter of Credit is not assignable. This is not a Notation of Letter of Credit. More than one draw may be made under this Letter of Credit.

This Letter of Credit shall be governed by the most recent revision of the Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce Publication No. 600 ("UCP 600").

We hereby agree that a draft drawn under and in compliance with this Letter of Credit shall be duly honored upon presentation.

BY: _____
Signature

Its

Printed Name of Signatory

EXHIBIT C

Fire Department Review Requirements

1. Required documents

- a. Site plan
 - i. Show access roads into sites
 - ii. Show controlled access(gates)
 - iii. Show fire lane markings
 - iv. Show permanent Fences-existing buildings shall show construction fence plan
 - v. Show elevation view with dimensions, including any features extending over/near access roads
- b. Utility plan showing water main, hydrants and FDC location
 - i. No PIV's or WPIV's to be installed without prior approval
 - ii. Domestic and fire lines shall be separated unless approved
- c. Truck turning movements using the following specs:
 - i. Length 48'
 - ii. Wheelbase 257"
 - iii. Clearance 18"
 - iv. Approach angle 8 degrees max
 - v. Curb to curb turning radius 36'7"
 - vi. Wall to wall turning radius 44'8"
- d. Landscape plan-in relation to hydrants, access roads, and FDC location

2. All developments shall be in accordance with:

- a. Most current version of MN Building/Fire Code and adopted appendixes
 - i. Appendixes A,B,C,D,H,I,P,O
- b. City code Rogersmn.gov
- c. MN Rule 1306 Subpart 3 <https://www.revisor.mn.gov/rules/1306.0020/>
- d. All NFPA standards referenced from building and fire codes
- e. All Community Risk Reduction Policies on file with city clerk/fire code official

3. General requirements

- a. All FDC's shall be double 2 ½ Siamese and have 5' clear space
- b. Locking Knox FDC caps are required
- c. Knox box(s) required on all buildings with either sprinklers or fire alarms
- d. Fire hydrants distribution shall meet the requirements of MN Fire Code Appendix C
- e. At least 1 fire hydrant shall be within 100 feet of all FDC's
- f. Minimum 10' separation from FDC and all other utilities
- g. All hydrants shall be on the building side of parking lots unless otherwise approved
- h. All hydrants exposed to traffic, not on a curb line shall be protected by bollards
- i. A1-A4, B, F, M and S occupancies over 2,000 square feet require fire sprinklers
- j. All sprinklered buildings other than 13D and more than 20 sprinkler heads require monitored fire alarm system
- k. Minimum 6" stub for all sprinklered buildings
- l. Minimum 8" stub for all high piled storage buildings
- m. All sprinkler risers shall be in a single location unless approved
- n. All riser/pump rooms, shall have direct access to the exterior unless approved
- o. Water mains supplying hydrants shall be looped, unless otherwise approved
- p. Hydrants shall be on same side of street to be considered a usable hydrant
- q. Access roads shall meet the requirements of Appendix D of MN fire code
- r. Single family developments with more than 30 dwellings shall have more than one access road unless approved
- s. Commercial developments with combined building area of more than 124,000 sq.ft. Shall have two separate access points approved by fire code official
- t. "No Parking Fire Lane" marking shall meet the requirements of appendix D MSFC
- u. 14-foot minimum height of awnings, porte-cocheres, and canopies
- v. Access roads shall be able to support 80,000 lbs.

CONTACT US

Address

**22350 SOUTH DIAMOND LAKE ROAD
ROGERS, MN 55374**

Phone Number

(763) 428-2253

Email Address

INFO@ROGERSMN.GOV





STAFF REPORT

Meeting Date: June 23, 2026

ROGERS CITY COUNCIL

Agenda Item: 5.8

Subject: Items related to City Hall and Police Department Civic Campus, City Project No. 2202

- Approve Professional Services Agreement with American Engineering Testing (AET) for Special Inspections for City Hall and Police Department Civic Campus, City Project No. 2202
- Approve Payment to Project Resources Group (PRG) for Comcast Relocation Associated with Xcel Energy's Overhead Power Relocation

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

Recommended Council Action

Motion to Approve Professional Services Agreement with American Engineering Testing (AET) for Special Inspections for City Hall and Police Department Civic Campus, City Project No. 2202

Motion to Approve Payment to Project Resources Group (PRG) for Comcast Relocation Associated with Xcel Energy's Overhead Power Relocation

Overview / Background / Analysis

Proposals were solicited from three testing companies for the required special inspections of the Civic Campus construction (excavation observations and soil testing, reinforcing steel observations, concrete testing, masonry observations and testing, welded and bolted connection observation, floor slab and subgrade testing, firestop and fireproofing observations, and bituminous testing).

Braun Intertec did not respond, Terracon's proposals is \$120,525.00 and American Engineering and Testing's (AET's) proposal is \$112,098.00. Terra Construction and staff evaluated both proposals and found them to be comparable. However, based on the fee, AET was selected. AET performed the special inspections for the Turf Facility site preparation, the Turf Facility building, Fire Station 2 and the RAC Expansion and their work has been more than acceptable. They are very responsive and have an on-site laboratory in their office in Albertville.

As advised previously, in order to facilitate the construction of the Civic Campus, existing overhead power along the south side of Industrial Boulevard right-of-way must be relocated. On May 12, 2026, the City Council approved payment to Xcel Energy to relocate the overhead lines from the south side of Industrial Boulevard into existing utility easements on the north side of Industrial Boulevard then underground from the gas station to the east side of County Road 81

Comcast is also located on the Xcel Energy poles and will need to be relocated as well. Comcast has contracted with Project Resources Group (PRG) to recover their cost to relocate. The current estimate is \$94,414.02 and must be paid in order for them to relocate Comcast's facilities.

Staff Recommendation

Motion to Approve Professional Services Agreement with American Engineering Testing (AET) for Special Inspections for City Hall and Police Department Civic Campus, City Project No. 2202

Motion to Approve Payment to Project Resources Group (PRG) for Comcast Relocation Associated with Xcel Energy's Overhead Power Relocation

Financial Impact: \$112,098.00 AET **Source Fund:** 400, Bonds
\$94,414.02 PRG

Budgeted? Yes

Supporting Documentation

- A. AET Consultant Professional Services Agreement
- B. AET - Revised Proposal
- C. Terracon Proposal
- D. PRG Estimated Invoice Agreement

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made on the 23rd day of June 2026, between the **CITY OF ROGERS, 22350 S. Diamond Lake Road, Rogers MN 55374** ("City") and **AMERICAN ENGINEERING TESTING, 5548 Barthel Industrial Drive, Suite 500, Albertville, MN 55301** ("Consultant").

Preliminary Statement

The purpose of this Agreement is to set forth terms and conditions for the provision of professional engineering services by the Consultant for the City.

The City and Consultant agree as follows:

1. **Consultant's Services.** The Consultant agrees to provide professional services as described in Exhibit A, Scope of Work, attached hereto and incorporated herein. Consultant agrees to use the City's standard specifications in any bidding documents prepared under this Agreement. The requirements of this section may be waived by the City if the City Engineer determines that they are not necessary for the successful completion of the project. Consultants requesting a requirement to be waived must have written authorization from the City Engineer.
2. **Time for Performance of Services.** The Consultant will perform the services outlined in Exhibit A, Scope of Work within the prescribed days from the date of the contract award. Any changes in this schedule must be approved in writing by the City.
3. **Compensation for Services.** City agrees to pay the Consultant for services as described in Exhibit A, Scope of Work as may be amended from time to time by mutual written agreement by City and Consultant.
4. **Method of Payment.** The Consultant must submit itemized bills for services provided to the City on a monthly basis. Bills submitted will be paid in the same manner as other claims made to the City.

For work reimbursed on an hourly basis, the Consultant must indicate for each employee, his or her classification, the number of hours worked, rate of pay for each employee, a computation of amounts due for each employee, the total amount due, the original contracted amount, the current requested amount and the total amount. Consultant must verify all statements submitted for payment in compliance with Minnesota Statutes Sections 471.38 and 471.391. For reimbursable expenses, the Consultant must provide such documentation as reasonably required by the City.

5. **Audit Disclosure.** The Consultant must allow the City or its duly authorized agents reasonable access to such of the Consultant's books and records as are pertinent to all services provided under this Agreement.

Any reports, information, data, etc. given to, or prepared or assembled by the Consultant, under this Agreement which the City requests to be kept confidential must not be made available to any individual or organization without the City's prior written approval. All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant will become the property of the City upon termination of this Agreement, but Consultant may retain copies of such documents as records of the services provided and may reuse standard portions of such documents in the normal course of its business.

6. **Term.** The term of this Agreement will be from June 24th, 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.
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. In the event the City uses the Instruments of Service after terminating this Agreement, the City releases the Consultant and subconsultant(s) from all claims and causes of action arising from such uses. The City, to the extent permitted by law, further agrees to indemnify and hold harmless the Consultant and its subconsultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the City's use of the Instruments of Service after termination of this Agreement.
8. **Subcontractor.** The Consultant must not enter into subcontracts for any of the services provided for in this Agreement without the express written consent of the City.
9. **Independent Contractor.** At all times and for all purposes hereunder, the Consultant is an independent contractor and not an employee of the City. No statement herein shall be construed so as to find the Consultant an employee of the City.
10. **Assignment.** Neither party will assign this Agreement, nor any interest arising herein, without the written consent of the other party.
11. **Services Not Provided For.** No claim for services furnished by the Consultant not specifically provided for herein will be honored by the City.

12. **Severability.** The provisions of this Agreement are severable. If any portion hereof is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision will not affect the remaining provisions of the Agreement.
13. **Entire Agreement.** The entire Agreement of the parties is contained herein. This Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions or waivers of the provisions of this Agreement will be valid only when expressed in writing and duly signed by the parties unless otherwise provided herein.
14. **Compliance with Laws and Regulations.** In providing services hereunder, the Consultant must abide by all statutes, ordinances, rules and regulations pertaining to the provision of services to be provided. Any violation will constitute a material breach of this Agreement and entitle the City to immediately terminate this Agreement.
15. **Waiver.** Any waiver by either party of a breach of any provisions of this Agreement will not affect, in any respect, the validity of the remainder of this Agreement.
16. **Indemnification.** The Consultant must indemnify and hold harmless the City, its employees and agents, for all claims, damages, losses and expenses, including but not limited to attorney's fees which they may suffer or for which they may be held liable, as a result of, and to the extent of, the negligent or wrongful acts of the Consultant, his or her employees or anyone else for whom he or she is legally responsible in the performance of this Agreement.
17. **Insurance.** During the term of this Agreement, Consultant must maintain a general liability insurance policy with limits of \$1,500,000 for each occurrence and \$2,000,000 aggregate, for both personal injury and property damage.

This policy shall name the City as an additional insured for the services provided under this Agreement and shall provide, as between the City and the Consultant, that the Consultant's coverage shall be the primary coverage in the event of a loss. If the Consultant is providing either architectural or engineering services, the Consultant must also maintain during the term of this Agreement a professional liability insurance policy with the same limits as for general liability. A certificate of insurance on the City's approved form which verifies the existence of these insurance coverages must be provided to the City before work under this Agreement is begun.

18. **Governing Law.** This Agreement will be controlled by the laws of the State of Minnesota.

- 19. **Whole Agreement.** This Agreement embodies the entire Agreement between the parties including all prior understanding and agreements, and may not be modified except in writing signed by all parties.

Executed as of the day and year first written above.

CITY OF ROGERS

AMERICAN ENGINEERING TESTING

By: _____
Shannon Klick, Mayor

By: _____

Date: _____

Its: Contracts Officer

Date: _____

By: _____
Steven Stahmer, City Administrator

Date: _____

June 12, 2026



City of Rogers
22350 South Diamond Lake Road
Rogers, Minnesota 55374

Attn: Doran Cote dcote@rogersmn.gov

RE: Special Inspection and Construction Testing Services Proposal
Rogers City Hall and Police Station
21701 Industrial Blvd.
Rogers, Minnesota
AET Proposal No. P-0053924

Dear Mr. Cote:

American Engineering Testing, Inc. (AET) is pleased to offer “Special Inspection” and construction testing services to the City of Rogers (hereafter referred to as the Client) for the referenced project. This proposal has been prepared in response to Terra’s invitation to bid, dated June 3, 2026, and describes our understanding of the project, our anticipated scope of services, our unit rates, and an estimated total fee to perform these services.

GEOTECHNICAL INFORMATION

A geotechnical exploration program and analysis was performed for this project by Braun Intertec. The results were presented in their Revised Geotechnical Evaluation Report (Project B2411055), dated April 17, 2026. Reference should be made to the report and letter for more detailed information and recommendations.

PROJECT INFORMATION

We understand the proposed construction will be a new city building in Rogers, Minnesota. We further understand the building will:

- Have a first-floor elevation of 964.5 feet and a partial second floor at 979.5 feet.
- Have approximate overall footprint of 60,935 SF.
- Be supported by conventional spread footings bearing on aggregate piers.
- Have cast in place concrete footings and footing walls, precast concrete wall panels, a structural steel frame, and a metal deck roof supported by steel joists.
- Be able to tolerate normal amounts of settlement for this type of structure (up to 1-inch total and ½-inch differential).

AVAILABLE BID INFORMATION

Project documents provided to assist us in preparing this proposal included the following:

- Project Architectural Plans dated May 28, 2026.
- Project Structural and Civil Plans dated April 29, 2026
- Project Specifications dated May 28, 2026.
- Geotechnical Report dated April 17, 2026.

SCOPE OF SERVICES

Based on our review of the available plans, our anticipated scope of services is outlined below.

Excavation Observations and Soil Testing

During excavations outside of the aggregate pier system, retaining walls, and parking lots, a Staff Engineer from our firm will visit the site on an on-call basis to perform the following services:

- Observe the soils in the bottoms of the excavations completed at that time.
- Perform shallow hand auger borings in the excavations.
- Perform hand cone penetrometer (HCP) probes in the excavations.
- Evaluate the suitability of the soils present in the excavations to support the anticipated fill, structural loads and pavements.
- Document the elevations at various locations at the bottoms of the excavations.
- Document that adequate oversizing of the excavations is provided to support lateral loads from the footings through the fill.

During placement of fill around the building footings, pavement excavations, and utility trench excavations, an experienced Engineering Technician II will visit the site on an on-call basis to test the compaction of the fill. The technician will perform the following services:

- In-place field density tests to evaluate the compaction of the fill soils using the nuclear density gauge method.
- Standard Proctor tests for each different type of fill encountered at the test locations.
- Obtain samples of sand fill and/or aggregate base materials for sieve analysis tests.

We estimate 6 trips will be required by the Engineer I to complete the observations. We estimate 20 trips will be required by the Engineering Technician II to perform the compaction testing of the fill soils.

Reinforcing Steel Observations

Prior to placement of concrete AET will observe the mild reinforcing steel placed in the formwork for cast-in-place concrete elements for the building. These observations will be performed on an

on-call basis by an experienced Engineering Technician II working under the guidance of ICC certified personnel. While at the site, the AET personnel will perform the following services:

- Review the most recent plans and specifications available at the jobsite.
- Observe that the correct number, size, alignment, and spacing of the bars are provided for the structural elements observed.
- Observe that the reinforcing steel bars are provided with the specified cover from formwork, the ground surface, and any future concrete elements.
- Observe that the bars are free of dirt, rust, scale, ice, or other deleterious materials that will reduce adhesion to the concrete.
- Observe that anchor bolts are installed in the concrete at the spacing indicated on the project plans.

Any discrepancies or deficiencies that are observed will be brought to the attention of the contractor and/or their subcontractor. Daily reports of our observations will be available to the contractor and/or authorized personnel at the site.

AET does not provide surveying services, therefore, our observations of the reinforcing steel will be based on the positioning of the formwork by the contractor and/or their subcontractors. We are not responsible for the exact locations of the formwork, structural bolts, or embedded items.

Concrete Testing

Personnel from AET will perform testing of concrete on an on-call basis when requested by the contractor. These services will be performed by an Engineering Technician I at the frequencies required by the project specifications. On site visits when we are observing reinforcing steel, we will have the same Engineering Technician II remain at the site to perform testing of the concrete, thus reducing mobilization charges. Our services will include the following:

- Document that the correct mix is delivered to the site by checking the delivery slips.
- Test the slump of the plastic concrete delivered to the site.
- Test the air content of the plastic concrete delivered to the site.
- Measure the temperature of the plastic concrete delivered to the site.
- Compare the test results to the requirements of the project specifications.

Any discrepancies from the project specifications will be brought to the attention of the contractor and/or their subcontractor. Daily field reports of our observations and testing will be available to the contractor and other authorized personnel at the site.

During placement of the concrete, our Engineering Technician will also cast test cylinders for compressive strength testing. Project specifications state that one set of cylinders will be required to be cast for every 100 cubic yards of each type of concrete placed each day. Each set will consist of five cylinders; one which will be tested after 7 days and three which will be tested after 28 days. The fifth cylinder will be held in reserve for future testing, if required. AET

will also pick up the cylinders from the site and return them to our laboratory for moist curing and testing. The results of our compressive strength tests will be presented periodically, as they become available.

We estimate 50 trips will be required by the Engineering Technician II to complete the reinforcing steel observation and concrete testing services for reinforced concrete portions of the new construction. We estimate 20 trips will be required by an Engineering Technician I for testing of non-reinforced concrete elements. We plan to perform inspections and testing on concrete placed for the building foundations, including column pads and piers, interior floor slabs, and exterior wall footings.

Masonry Observations and Testing

AET personnel will perform observations during masonry wall construction, as well as testing of grout. Our observations and testing will be performed by AET personnel on an on-call basis, and will include the following services:

- Observe that the proper size units are used.
- Observe that the units are clean, sound and dry when placed.
- Observe that the masonry bearing surfaces are clean.
- Observe the placement and alignment of vertical reinforcing bars and dowels, and document that the correct sizes of bars are used.
- Observe the placement and alignment of horizontal reinforcing bars, and document that the correct sizes of bars are used.
- Observe that the correct lengths of bar lap splices are provided.
- Observe that the proper clearance is provided between the bars and the masonry units.
- Observe the general construction practices, including compliance with proper cold or hot weather protection as required by the project specifications.

We estimate that our Engineering Technician II will make 5 trips to conduct these observation and testing services.

Any discrepancies from the project specifications will be brought to the attention of the contractor and/or their subcontractor. Daily field reports of our observations and testing will be available to the contractor and other authorized site personnel.

While at the site AET personnel will also sample the grout. The grout “prism” specimens will be cast for compressive strength testing according to IBC guidelines. One set of eight grout “prisms” will be cast according to the testing frequency required by the project specifications. Three of the “prisms” will be tested for compressive strength after 7 days and three will be tested after 28 days. The additional specimens will be held for future testing, if required.

The project specifications state that compressive strength testing must be conducted on sets of masonry block prisms cast from each size of block used during construction. Each set will include a minimum 3 prisms tested at 28 days, additional prisms will be cast if earlier breaks are required. The prisms will be fabricated at the site and returned to our laboratory for testing. The testing will be performed in accordance with ASTM: C1314.

Welded and Bolted Connection Observations

During erection of the structural steel frame, steel joists, and metal decking, AET will provide an Engineering Technician II (AWS/ICC Certified Welding Inspector) certified in accordance with ASNT to perform observations of the welded and bolted connections. These services will be performed on an on-call basis when requested by the contractor. Our services will include the following:

- Observe bolted connections for compliance with Section 9a of the "Specification for Structural Joints using ASTM: A325 or ASTM: A490 Bolts" approved by the Research Council on Structural Connections.
- Observe welded connections for compliance with the requirements of Section 6 (steel frame) of the AWS "Structural Welding Code" D1.1. Fillet welds will be visually observed for length, quality and suitability. Full or partial penetration welds will be tested by ultrasonic or magnetic particle methods.
- Observe deck welds for compliance with the requirements of the AWS "Structural Welding Code" D1.3.
- Observe deck fasteners to verify that the correct number and spacing is provided in accordance with the project specifications.
- Observe and test the shear studs welds for suitability and quality in accordance with the requirements of AWS "Structural Welding Code" D1.1 – Section 7.

Any deficiencies or deviations which are observed will be reported to personnel from the contractor and/or their subcontractor. We estimate 15 trips will be required to complete our observations of the welded and bolted connections on this project. Daily field reports of our observations and testing will be available to the contractor and other authorized site personnel.

Post-Installed Anchor Installation Observations and Testing

During placement of the new building foundations and/or walls, AET personnel will perform observations of the installation of the post-installed anchors. These services will be performed on an on-call basis when requested by the contractor. Our services will include the following:

- Observe that the specified anchor and epoxy types are installed.
- Observe anchor hole depth, diameter, and cleanliness.
- Observe installation process for epoxy anchors for compliance with the manufacturer's ICC-ES procedure.

- Observe anchor embedment depth.

Any deficiencies or deviations which are observed will be reported to personnel from the contractor and/or their subcontractor. We estimate 5 trips will be required by AET personnel to complete our observations of the post-installed anchor installation on this project. Daily field reports of our observations and testing will be available to the contractor and other authorized site personnel.

Bituminous Subgrade Proof Roll Observations and Testing

During or after final grading of the pavement subgrade soils, AET personnel will observe proof rolling of the pavement subgrade soils. These observations will be performed by a Staff Engineer on an on-call basis. Our scope of services will include the following:

- Observe the reaction/stability of the pavement subgrade soils as they are proof rolled by a loaded, tandem-axle dump truck.
- Evaluate the subgrade deflections under the wheel loads, and mark areas of excessive deflection. Areas of excessive deflection will be shown to personnel from the contractor and/or their subcontractors.
- Provide recommendations for correction of the unstable subgrade soils.

We estimate 2 trips will be required to complete the proof roll observations of the pavement subgrades and 2 trips will be required for aggregate base compaction testing services.

Air Barrier Material Observations

We will observe the application, coverage and thickness of high-build fluid-applied air barrier. These observations will be performed by AET personnel on an on-call basis. As an additional option, if requested, we could also perform bubble testing in accordance with ASTM E1186 using a depressurizing instrument.

We estimate 10 site visits will be required to complete the air barrier material observations. Any deficiencies or deviations which are observed will be reported to contractor and/or their subcontractor. Daily site visit reports will be submitted as they are completed.

Any discrepancies from the project specifications will be brought to the attention of the contractor and/or their subcontractor. Daily field reports of our observations and testing will be available to the contractor and other authorized site personnel.

Spray-Applied Fireproofing Observations and Testing

We will perform testing of spray-applied fireproofing, as required by the project specifications. This testing will be performed by AET personnel in general accordance with IBC 1705.13. The code testing requirements are indicated below:

- Thickness testing of 25% of the steel columns.
- Thickness testing of 25% of the steel beams and girders.
- Thickness testing at 4 floor deck locations for every 1,000 square feet (or fraction thereof) of area per level.
- Density testing on one column for every 2,500 square feet (or fraction thereof) of floor area per level.
- Density testing on one beam or girder for every 2,500 square feet (or fraction thereof) of floor area per level.
- Density testing at one floor location for every 2,500 square feet (or fraction thereof) of floor area per level.
- Cohesive/adhesive bond strength testing at one floor location for every 2,500 square feet (or fraction thereof) of floor area per level.

We estimate 8 trips will be required to complete the required spray applied fireproofing observations at this site. Any deficiencies or deviations which are observed will be reported to contractor and/or their subcontractor.

Fire Stop Material Observations

We will observe the installation of the fire stop materials as they are being installed. These observations will be performed by AET personnel on an on-call basis to perform the following services:

- Observe the installation of the fire stop materials along the wall/floor joint, and the wall/ceiling joint.
- Observe the installation of the mechanical and electrical penetration fire stop materials.
- Compare the products being installed to the details provided by the material supplier.

We estimate 5 trips will be required to complete the fire stop material observations for this project. Any deficiencies or deviations which are observed will be reported to contractor and/or their subcontractor.

Double-Ring Infiltrometer/Modified Phillip Dunne Infiltrometer Testing (Optional)

After the basins are prepared, and the site has been stabilized, AET personnel can perform double-ring infiltrometer testing/modified Phillip Dunne infiltrometer testing on the soil subgrade and on the infiltration media after placement. Our testing can be performed by AET Personnel on an on-call basis based, conducted in general accordance with ASTM Method D3385/D8152. With the size of the basins and project specifications taken into consideration, we assume that 4 double ring infiltrometer tests/modified Phillip Dunne infiltrometer tests would be performed to determine the infiltration rates of the basins.

Assumptions were made determining the estimated fees of the project. We assumed that AET would:

- Perform 4 test per visit to the site, each test taking two/three hours to complete, if using the Double-Ring test.
- Provide our own water supply to the site, limiting trips to refill water tanks.
- Use a company auxiliary vehicle to supply the equipment and water tanks needed.
- Bill travel time and miles from our St. Paul, Minnesota office.

Any discrepancies from the project specifications will be brought to the attention of the contractor and/or their subcontractor. Daily field reports of our observations and testing will be available to the contractor and other authorized site personnel.

Bituminous Observations and Testing (Optional)

When placement of the bituminous base and wear layers begins, an experienced Engineering Technician II can make site visits on an on-call basis to observe the placement and rolling of the bituminous layers and to perform testing of the bituminous. The technician can perform the following services:

- Measure the temperature of the bituminous as it is placed and while it is being rolled.
- Measure the thickness of the bituminous layer while it is being rolled.
- Help to establish a rolling pattern each day by observing the number of passes the roller makes over the bituminous, and measuring the density of the bituminous during the rolling to evaluate how many passes are needed to reach the maximum density.
- Obtain samples of the bituminous for laboratory testing.

We assume the paving will be performed in 2 lifts and assume that 2 trips would be performed by our Engineering Technician for the above referenced observation and sampling services.

The samples retrieved from the site will be tested in our laboratory for MnDOT Gyratory properties, including:

- Gyratory density, Rice specific gravity, Asphalt Film Thickness (AFT), Coarse Aggregate Angularity (CAA), and Fine Aggregate Angularity (FAA).
- Asphalt extraction and aggregate gradation.

REPORTING

Reports presenting the results of our observations and testing services will be provided periodically during the various phases of construction. At the completion of construction, we will issue a final report summarizing the results of all observations and testing services, if requested.



ESTIMATED FEES

Our services will be provided on a unit cost basis according to the unit rates provided in the attached Fee Schedule. Our monthly invoices will be determined by multiplying the number of personnel hours or tests by their respective unit rates. We have also estimated a total cost which we anticipate will be required to complete the previously described observations and testing services. This estimated total cost is based on our experience with similar projects. Our estimated total cost is \$112,098.00. We refer you to the attached Fee Schedule for an itemization of how we arrived at this estimated cost. We reserve the right to review our estimate after reviewing the final project structural plans and project specifications.

We caution that this is only an estimated cost. Often, variations in the overall cost of the services occur due to reasons beyond our control, such as construction change orders, weather delays, changes in the contractor's schedule, unforeseen conditions or retesting of services. These variations will affect the actual invoice totals, either increasing or decreasing our total costs for the project from those estimated in this proposal. If more time or tests are required, additional fees may be needed to complete the project testing services. If less time or tests are needed, a cost savings will be realized. We will not, however, exceed the estimated total cost for the project without first obtaining your authorization.

TERMS AND CONDITIONS

All AET Services are provided subject to the Terms and Conditions set forth in the enclosed Construction Service Agreement—Terms and Conditions, which, upon acceptance of this proposal, are binding upon you as the Client requesting Services, and your successors, assignees, joint ventures and third-party beneficiaries. Please be advised that additional insured status is granted only upon written acceptance of the proposal.

ACCEPTANCE

AET requests written acceptance of this proposal in the Proposal Acceptance box below, but the following actions shall constitute your acceptance of this proposal together with the Terms and Conditions: 1) issuing an authorizing purchase order for any of the Services described in this proposal, 2) authorizing AET's presence on site, or 3) written or electronic notification for AET to proceed with any of the Services described in this proposal. Please indicate your acceptance of this proposal by signing below and returning a copy to us. When you accept this proposal, you represent that you are authorized to accept on behalf of the Client.



GENERAL REMARKS

AET appreciates the opportunity to provide this service for you and looks forward to working with you on this project. If you have any questions or need additional information, please contact me.

Sincerely,
American Engineering Testing, Inc.

Prepared By:

A handwritten signature in blue ink, appearing to read 'K. Beidelman'.

Kevin Beidelman
Senior Geologist - Supervisor
Phone: 651.789.4675
Email: kbeidelman@teamAET.com

Reviewed By:

A handwritten signature in black ink, appearing to read 'Robert J. Olson'.

Robert J. Olson, PE (MN, ND, SD, WI, MT)
Principal Project Manager
Phone: 763.742.8651
Email: rolson@teamAET.com

Attachments: Fee Schedule
Construction Service Agreement – Terms and Conditions
Certificate of Insurance/W9

ACCEPTANCE AND AUTHORIZATION: AET Proposal No. P-0053924

SIGNATURE: _____

PRINTED NAME: _____

COMPANY: _____

ADDRESS: _____

PHONE NUMBER AND EMAIL: _____

DATE: _____

INVOICING INFORMATION (Provide Company AP Department Information, if present.)

AP CONTACT NAME: _____

BILLING/MAILING ADDRESS: _____

AP PHONE NUMBER AND INVOICE EMAIL: _____

P.O. NO./ PROJECT NO.: _____

PROJECT TESTING SERVICES FEE SCHEDULE
ROGERS CITY HALL

ROGERS, MINNESOTA
AET PROPOSAL No. P-0053924



SERVICE DESCRIPTION	PROJECT BUDGET		
	ESTIMATED UNITS	UNIT RATE	BUDGET AMOUNT
Excavation Observations & Compaction Testing			
Excavation Observations - Engineer, Level I	18 Hour	\$180.00	\$3,240.00
Soil Density Testing - Technician, Level II	40 Hour	\$126.00	\$5,040.00
Billable Mileage	0 Mile	\$1.50	\$0.00
Nuclear Density Gauge Rental - Daily	20 Day	\$85.00	\$1,700.00
ASTM D698 Standard Proctor	3 Test	\$205.00	\$615.00
ASTM C136 Sieve Analysis of Aggregate (Coarse and Fine)	2 Test	\$150.00	\$300.00
Section Subtotal:			\$10,895.00
Subgrade/Base Proof Roll Observations & Testing			
Subgrade/Base Proof Roll Observations & Testing - Engineer, Level I	8 Hour	\$180.00	\$1,440.00
Billable Mileage	0 Mile	\$1.50	\$0.00
Section Subtotal:			\$1,440.00
Double-Ring Infiltrometer Testing (Optional)			
Double-Ring Infiltrometer Testing (Optional) - Engineer, Level I	0 Hour	\$180.00	\$0.00
Modified Philip Dunne Infiltrometer Testing - Engineer, Level I	0 Hour	\$180.00	\$0.00
Auxiliary Vehicle Mileage	0 Mile	\$2.00	\$0.00
Double Ring Equipment Rental	0 Day	\$370.00	\$0.00
Modified Philip-Dunne (MPD) Infiltrometer	0 Day	\$370.00	\$0.00
Section Subtotal:			\$0.00
Reinforcing Steel Observations & Concrete Testing			
Reinforcing Steel Observations & Concrete Testing - Technician, Level II	155 Hour	\$126.00	\$19,530.00
Concrete Testing - Technician, Level I	60 Hour	\$110.00	\$6,600.00
Concrete Cylinder Pickup - Technician, Level I	35 Hour	\$110.00	\$3,850.00
Billable Mileage	0 Mile	\$1.50	\$0.00
ASTM C39 Concrete Compressive Strength 4x8 Cylinder	430 Test	\$45.00	\$19,350.00
Section Subtotal:			\$49,330.00
Masonry Observations & Testing			
Masonry and Grout Testing - Technician, Level II	20 Hour	\$126.00	\$2,520.00
Masonry Sample Pickup - Technician, Level I	3 Hour	\$110.00	\$330.00
Billable Mileage	0 Mile	\$1.50	\$0.00
ASTM C1019 Sampling and Testing Grout - Each	24 Test	\$65.00	\$1,560.00
ASTM Masonry Prism Suite- C1314 and C140 Section 8	1 Set	\$700.00	\$700.00
ASTM C140 Standard Test Methods for Sampling and Testing Concrete Masonry Units and Related Units -	1 Each	\$295.00	\$295.00
Section Subtotal:			\$5,405.00
Non-Destructive Testing (NDT) Observations			
Structural Steel Observations - NDT Technician, CWI Certified, Level III/CC	75 Hour	\$158.00	\$11,850.00
Billable Mileage	900 Mile	\$1.50	\$1,350.00
Section Subtotal:			\$13,200.00
Post-Installed Anchor Observations & Testing			
Post-Installed Anchor Observations & Testing - Technician, Level II	10 Hour	\$126.00	\$1,260.00
Billable Mileage	0 Mile	\$1.50	\$0.00
Section Subtotal:			\$1,260.00
Firestopping Inspection			
Firestopping Inspection - Technician, Level IV	20 Hour	\$179.00	\$3,580.00
Personal or company vehicle mileage.	300 Mile	\$1.50	\$450.00
Section Subtotal:			\$4,030.00
Spray-Applied Fireproofing Observations & Testing			
Spray-Applied Fireproofing Observations & Testing - Technician, Level IV	32 Hour	\$179.00	\$5,728.00
ASTM E736 Cohesion/Adhesion of Sprayed Fire-Resistive Materials	10 Each	\$45.00	\$450.00
Fireproofing Density Tests	4 Test	\$120.00	\$480.00
Personal or company vehicle mileage.	300 Mile	\$1.50	\$450.00
Section Subtotal:			\$7,108.00
Air Barrier Observations			
Air Barrier Observations - Technician, Level IV	40 Hour	\$179.00	\$7,160.00
Personal or company vehicle mileage.	600 Mile	\$1.50	\$900.00
Section Subtotal:			\$8,060.00

PROJECT TESTING SERVICES FEE SCHEDULE
ROGERS CITY HALL

ROGERS, MINNESOTA
AET PROPOSAL No. P-0053924



SERVICE DESCRIPTION	PROJECT BUDGET		
	ESTIMATED UNITS	UNIT RATE	BUDGET AMOUNT
<i>Bituminous Observations & Testing (Optional)</i>			
Bituminous Density Testing - Technician, Level II	0 Hour	\$126.00	\$0.00
Billable Mileage	0 Mile	\$1.50	\$0.00
Nuclear Density Gauge Rental - Daily	0 Day	\$85.00	\$0.00
MnDOT Gyrotory Mix Properties	0 Test	\$690.00	\$0.00
Section Subtotal:			\$0.00
<i>Project Management & Coordination</i>			
Project Management - Engineer, Senior/Project Manager	45 Hour	\$240.00	\$10,800.00
Project Administrator	6 Hour	\$95.00	\$570.00
Section Subtotal:			\$11,370.00
ESTIMATED SALES BUDGET			\$112,098.00

June 12, 2026



City of Rogers
22350 South Diamond Lake Road
Rogers, Minnesota 55374

Attn: Doran Cote dcote@rogersmn.gov

RE: Special Inspection and Construction Testing Services Proposal
Rogers City Hall and Police Station
21701 Industrial Blvd.
Rogers, Minnesota
AET Proposal No. P-0053924

Dear Mr. Cote:

American Engineering Testing, Inc. (AET) is pleased to offer “Special Inspection” and construction testing services to the City of Rogers (hereafter referred to as the Client) for the referenced project. This proposal has been prepared in response to Terra’s invitation to bid, dated June 3, 2026, and describes our understanding of the project, our anticipated scope of services, our unit rates, and an estimated total fee to perform these services.

GEOTECHNICAL INFORMATION

A geotechnical exploration program and analysis was performed for this project by Braun Intertec. The results were presented in their Revised Geotechnical Evaluation Report (Project B2411055), dated April 17, 2026. Reference should be made to the report and letter for more detailed information and recommendations.

PROJECT INFORMATION

We understand the proposed construction will be a new city building in Rogers, Minnesota. We further understand the building will:

- Have a first-floor elevation of 964.5 feet and a partial second floor at 979.5 feet.
- Have approximate overall footprint of 60,935 SF.
- Be supported by conventional spread footings bearing on aggregate piers.
- Have cast in place concrete footings and footing walls, precast concrete wall panels, a structural steel frame, and a metal deck roof supported by steel joists.
- Be able to tolerate normal amounts of settlement for this type of structure (up to 1-inch total and ½-inch differential).

AVAILABLE BID INFORMATION

Project documents provided to assist us in preparing this proposal included the following:

- Project Architectural Plans dated May 28, 2026.
- Project Structural and Civil Plans dated April 29, 2026
- Project Specifications dated May 28, 2026.
- Geotechnical Report dated April 17, 2026.

SCOPE OF SERVICES

Based on our review of the available plans, our anticipated scope of services is outlined below.

Excavation Observations and Soil Testing

During excavations outside of the aggregate pier system, retaining walls, and parking lots, a Staff Engineer from our firm will visit the site on an on-call basis to perform the following services:

- Observe the soils in the bottoms of the excavations completed at that time.
- Perform shallow hand auger borings in the excavations.
- Perform hand cone penetrometer (HCP) probes in the excavations.
- Evaluate the suitability of the soils present in the excavations to support the anticipated fill, structural loads and pavements.
- Document the elevations at various locations at the bottoms of the excavations.
- Document that adequate oversizing of the excavations is provided to support lateral loads from the footings through the fill.

During placement of fill around the building footings, pavement excavations, and utility trench excavations, an experienced Engineering Technician II will visit the site on an on-call basis to test the compaction of the fill. The technician will perform the following services:

- In-place field density tests to evaluate the compaction of the fill soils using the nuclear density gauge method.
- Standard Proctor tests for each different type of fill encountered at the test locations.
- Obtain samples of sand fill and/or aggregate base materials for sieve analysis tests.

We estimate 6 trips will be required by the Engineer I to complete the observations. We estimate 20 trips will be required by the Engineering Technician II to perform the compaction testing of the fill soils.

Reinforcing Steel Observations

Prior to placement of concrete AET will observe the mild reinforcing steel placed in the formwork for cast-in-place concrete elements for the building. These observations will be performed on an

on-call basis by an experienced Engineering Technician II working under the guidance of ICC certified personnel. While at the site, the AET personnel will perform the following services:

- Review the most recent plans and specifications available at the jobsite.
- Observe that the correct number, size, alignment, and spacing of the bars are provided for the structural elements observed.
- Observe that the reinforcing steel bars are provided with the specified cover from formwork, the ground surface, and any future concrete elements.
- Observe that the bars are free of dirt, rust, scale, ice, or other deleterious materials that will reduce adhesion to the concrete.
- Observe that anchor bolts are installed in the concrete at the spacing indicated on the project plans.

Any discrepancies or deficiencies that are observed will be brought to the attention of the contractor and/or their subcontractor. Daily reports of our observations will be available to the contractor and/or authorized personnel at the site.

AET does not provide surveying services, therefore, our observations of the reinforcing steel will be based on the positioning of the formwork by the contractor and/or their subcontractors. We are not responsible for the exact locations of the formwork, structural bolts, or embedded items.

Concrete Testing

Personnel from AET will perform testing of concrete on an on-call basis when requested by the contractor. These services will be performed by an Engineering Technician I at the frequencies required by the project specifications. On site visits when we are observing reinforcing steel, we will have the same Engineering Technician II remain at the site to perform testing of the concrete, thus reducing mobilization charges. Our services will include the following:

- Document that the correct mix is delivered to the site by checking the delivery slips.
- Test the slump of the plastic concrete delivered to the site.
- Test the air content of the plastic concrete delivered to the site.
- Measure the temperature of the plastic concrete delivered to the site.
- Compare the test results to the requirements of the project specifications.

Any discrepancies from the project specifications will be brought to the attention of the contractor and/or their subcontractor. Daily field reports of our observations and testing will be available to the contractor and other authorized personnel at the site.

During placement of the concrete, our Engineering Technician will also cast test cylinders for compressive strength testing. Project specifications state that one set of cylinders will be required to be cast for every 100 cubic yards of each type of concrete placed each day. Each set will consist of five cylinders; one which will be tested after 7 days and three which will be tested after 28 days. The fifth cylinder will be held in reserve for future testing, if required. AET

will also pick up the cylinders from the site and return them to our laboratory for moist curing and testing. The results of our compressive strength tests will be presented periodically, as they become available.

We estimate 50 trips will be required by the Engineering Technician II to complete the reinforcing steel observation and concrete testing services for reinforced concrete portions of the new construction. We estimate 20 trips will be required by an Engineering Technician I for testing of non-reinforced concrete elements. We plan to perform inspections and testing on concrete placed for the building foundations, including column pads and piers, interior floor slabs, and exterior wall footings.

Masonry Observations and Testing

AET personnel will perform observations during masonry wall construction, as well as testing of grout. Our observations and testing will be performed by AET personnel on an on-call basis, and will include the following services:

- Observe that the proper size units are used.
- Observe that the units are clean, sound and dry when placed.
- Observe that the masonry bearing surfaces are clean.
- Observe the placement and alignment of vertical reinforcing bars and dowels, and document that the correct sizes of bars are used.
- Observe the placement and alignment of horizontal reinforcing bars, and document that the correct sizes of bars are used.
- Observe that the correct lengths of bar lap splices are provided.
- Observe that the proper clearance is provided between the bars and the masonry units.
- Observe the general construction practices, including compliance with proper cold or hot weather protection as required by the project specifications.

We estimate that our Engineering Technician II will make 5 trips to conduct these observation and testing services.

Any discrepancies from the project specifications will be brought to the attention of the contractor and/or their subcontractor. Daily field reports of our observations and testing will be available to the contractor and other authorized site personnel.

While at the site AET personnel will also sample the grout. The grout “prism” specimens will be cast for compressive strength testing according to IBC guidelines. One set of eight grout “prisms” will be cast according to the testing frequency required by the project specifications. Three of the “prisms” will be tested for compressive strength after 7 days and three will be tested after 28 days. The additional specimens will be held for future testing, if required.

The project specifications state that compressive strength testing must be conducted on sets of masonry block prisms cast from each size of block used during construction. Each set will include a minimum 3 prisms tested at 28 days, additional prisms will be cast if earlier breaks are required. The prisms will be fabricated at the site and returned to our laboratory for testing. The testing will be performed in accordance with ASTM: C1314.

Welded and Bolted Connection Observations

During erection of the structural steel frame, steel joists, and metal decking, AET will provide an Engineering Technician II (AWS/ICC Certified Welding Inspector) certified in accordance with ASNT to perform observations of the welded and bolted connections. These services will be performed on an on-call basis when requested by the contractor. Our services will include the following:

- Observe bolted connections for compliance with Section 9a of the "Specification for Structural Joints using ASTM: A325 or ASTM: A490 Bolts" approved by the Research Council on Structural Connections.
- Observe welded connections for compliance with the requirements of Section 6 (steel frame) of the AWS "Structural Welding Code" D1.1. Fillet welds will be visually observed for length, quality and suitability. Full or partial penetration welds will be tested by ultrasonic or magnetic particle methods.
- Observe deck welds for compliance with the requirements of the AWS "Structural Welding Code" D1.3.
- Observe deck fasteners to verify that the correct number and spacing is provided in accordance with the project specifications.
- Observe and test the shear studs welds for suitability and quality in accordance with the requirements of AWS "Structural Welding Code" D1.1 – Section 7.

Any deficiencies or deviations which are observed will be reported to personnel from the contractor and/or their subcontractor. We estimate 15 trips will be required to complete our observations of the welded and bolted connections on this project. Daily field reports of our observations and testing will be available to the contractor and other authorized site personnel.

Post-Installed Anchor Installation Observations and Testing

During placement of the new building foundations and/or walls, AET personnel will perform observations of the installation of the post-installed anchors. These services will be performed on an on-call basis when requested by the contractor. Our services will include the following:

- Observe that the specified anchor and epoxy types are installed.
- Observe anchor hole depth, diameter, and cleanliness.
- Observe installation process for epoxy anchors for compliance with the manufacturer's ICC-ES procedure.

- Observe anchor embedment depth.

Any deficiencies or deviations which are observed will be reported to personnel from the contractor and/or their subcontractor. We estimate 5 trips will be required by AET personnel to complete our observations of the post-installed anchor installation on this project. Daily field reports of our observations and testing will be available to the contractor and other authorized site personnel.

Bituminous Subgrade Proof Roll Observations and Testing

During or after final grading of the pavement subgrade soils, AET personnel will observe proof rolling of the pavement subgrade soils. These observations will be performed by a Staff Engineer on an on-call basis. Our scope of services will include the following:

- Observe the reaction/stability of the pavement subgrade soils as they are proof rolled by a loaded, tandem-axle dump truck.
- Evaluate the subgrade deflections under the wheel loads, and mark areas of excessive deflection. Areas of excessive deflection will be shown to personnel from the contractor and/or their subcontractors.
- Provide recommendations for correction of the unstable subgrade soils.

We estimate 2 trips will be required to complete the proof roll observations of the pavement subgrades and 2 trips will be required for aggregate base compaction testing services.

Air Barrier Material Observations

We will observe the application, coverage and thickness of high-build fluid-applied air barrier. These observations will be performed by AET personnel on an on-call basis. As an additional option, if requested, we could also perform bubble testing in accordance with ASTM E1186 using a depressurizing instrument.

We estimate 10 site visits will be required to complete the air barrier material observations. Any deficiencies or deviations which are observed will be reported to contractor and/or their subcontractor. Daily site visit reports will be submitted as they are completed.

Any discrepancies from the project specifications will be brought to the attention of the contractor and/or their subcontractor. Daily field reports of our observations and testing will be available to the contractor and other authorized site personnel.

Spray-Applied Fireproofing Observations and Testing

We will perform testing of spray-applied fireproofing, as required by the project specifications. This testing will be performed by AET personnel in general accordance with IBC 1705.13. The code testing requirements are indicated below:

- Thickness testing of 25% of the steel columns.
- Thickness testing of 25% of the steel beams and girders.
- Thickness testing at 4 floor deck locations for every 1,000 square feet (or fraction thereof) of area per level.
- Density testing on one column for every 2,500 square feet (or fraction thereof) of floor area per level.
- Density testing on one beam or girder for every 2,500 square feet (or fraction thereof) of floor area per level.
- Density testing at one floor location for every 2,500 square feet (or fraction thereof) of floor area per level.
- Cohesive/adhesive bond strength testing at one floor location for every 2,500 square feet (or fraction thereof) of floor area per level.

We estimate 8 trips will be required to complete the required spray applied fireproofing observations at this site. Any deficiencies or deviations which are observed will be reported to contractor and/or their subcontractor.

Fire Stop Material Observations

We will observe the installation of the fire stop materials as they are being installed. These observations will be performed by AET personnel on an on-call basis to perform the following services:

- Observe the installation of the fire stop materials along the wall/floor joint, and the wall/ceiling joint.
- Observe the installation of the mechanical and electrical penetration fire stop materials.
- Compare the products being installed to the details provided by the material supplier.

We estimate 5 trips will be required to complete the fire stop material observations for this project. Any deficiencies or deviations which are observed will be reported to contractor and/or their subcontractor.

Double-Ring Infiltrometer/Modified Phillip Dunne Infiltrometer Testing (Optional)

After the basins are prepared, and the site has been stabilized, AET personnel can perform double-ring infiltrometer testing/modified Phillip Dunne infiltrometer testing on the soil subgrade and on the infiltration media after placement. Our testing can be performed by AET Personnel on an on-call basis based, conducted in general accordance with ASTM Method D3385/D8152. With the size of the basins and project specifications taken into consideration, we assume that 4 double ring infiltrometer tests/modified Phillip Dunne infiltrometer tests would be performed to determine the infiltration rates of the basins.

Assumptions were made determining the estimated fees of the project. We assumed that AET would:

- Perform 4 test per visit to the site, each test taking two/three hours to complete, if using the Double-Ring test.
- Provide our own water supply to the site, limiting trips to refill water tanks.
- Use a company auxiliary vehicle to supply the equipment and water tanks needed.
- Bill travel time and miles from our St. Paul, Minnesota office.

Any discrepancies from the project specifications will be brought to the attention of the contractor and/or their subcontractor. Daily field reports of our observations and testing will be available to the contractor and other authorized site personnel.

Bituminous Observations and Testing (Optional)

When placement of the bituminous base and wear layers begins, an experienced Engineering Technician II can make site visits on an on-call basis to observe the placement and rolling of the bituminous layers and to perform testing of the bituminous. The technician can perform the following services:

- Measure the temperature of the bituminous as it is placed and while it is being rolled.
- Measure the thickness of the bituminous layer while it is being rolled.
- Help to establish a rolling pattern each day by observing the number of passes the roller makes over the bituminous, and measuring the density of the bituminous during the rolling to evaluate how many passes are needed to reach the maximum density.
- Obtain samples of the bituminous for laboratory testing.

We assume the paving will be performed in 2 lifts and assume that 2 trips would be performed by our Engineering Technician for the above referenced observation and sampling services.

The samples retrieved from the site will be tested in our laboratory for MnDOT Gyratory properties, including:

- Gyratory density, Rice specific gravity, Asphalt Film Thickness (AFT), Coarse Aggregate Angularity (CAA), and Fine Aggregate Angularity (FAA).
- Asphalt extraction and aggregate gradation.

REPORTING

Reports presenting the results of our observations and testing services will be provided periodically during the various phases of construction. At the completion of construction, we will issue a final report summarizing the results of all observations and testing services, if requested.



ESTIMATED FEES

Our services will be provided on a unit cost basis according to the unit rates provided in the attached Fee Schedule. Our monthly invoices will be determined by multiplying the number of personnel hours or tests by their respective unit rates. We have also estimated a total cost which we anticipate will be required to complete the previously described observations and testing services. This estimated total cost is based on our experience with similar projects. Our estimated total cost is \$112,098.00. We refer you to the attached Fee Schedule for an itemization of how we arrived at this estimated cost. We reserve the right to review our estimate after reviewing the final project structural plans and project specifications.

We caution that this is only an estimated cost. Often, variations in the overall cost of the services occur due to reasons beyond our control, such as construction change orders, weather delays, changes in the contractor's schedule, unforeseen conditions or retesting of services. These variations will affect the actual invoice totals, either increasing or decreasing our total costs for the project from those estimated in this proposal. If more time or tests are required, additional fees may be needed to complete the project testing services. If less time or tests are needed, a cost savings will be realized. We will not, however, exceed the estimated total cost for the project without first obtaining your authorization.

TERMS AND CONDITIONS

All AET Services are provided subject to the Terms and Conditions set forth in the enclosed Construction Service Agreement—Terms and Conditions, which, upon acceptance of this proposal, are binding upon you as the Client requesting Services, and your successors, assignees, joint ventures and third-party beneficiaries. Please be advised that additional insured status is granted only upon written acceptance of the proposal.

ACCEPTANCE

AET requests written acceptance of this proposal in the Proposal Acceptance box below, but the following actions shall constitute your acceptance of this proposal together with the Terms and Conditions: 1) issuing an authorizing purchase order for any of the Services described in this proposal, 2) authorizing AET's presence on site, or 3) written or electronic notification for AET to proceed with any of the Services described in this proposal. Please indicate your acceptance of this proposal by signing below and returning a copy to us. When you accept this proposal, you represent that you are authorized to accept on behalf of the Client.



GENERAL REMARKS

AET appreciates the opportunity to provide this service for you and looks forward to working with you on this project. If you have any questions or need additional information, please contact me.

Sincerely,
American Engineering Testing, Inc.

Prepared By:

A blue ink signature of Kevin Beidelman.

Kevin Beidelman
Senior Geologist - Supervisor
Phone: 651.789.4675
Email: kbeidelman@teamAET.com

Reviewed By:

A blue ink signature of Robert J. Olson.

Robert J. Olson, PE (MN, ND, SD, WI, MT)
Principal Project Manager
Phone: 763.742.8651
Email: rolson@teamAET.com

Attachments: Fee Schedule
Construction Service Agreement – Terms and Conditions
Certificate of Insurance/W9

ACCEPTANCE AND AUTHORIZATION: AET Proposal No. P-0053924

SIGNATURE: _____

PRINTED NAME: _____

COMPANY: _____

ADDRESS: _____

PHONE NUMBER AND EMAIL: _____

DATE: _____

INVOICING INFORMATION (Provide Company AP Department Information, if present.)

AP CONTACT NAME: _____

BILLING/MAILING ADDRESS: _____

AP PHONE NUMBER AND INVOICE EMAIL: _____

P.O. NO./ PROJECT NO.: _____

PROJECT TESTING SERVICES FEE SCHEDULE
ROGERS CITY HALL

ROGERS, MINNESOTA
AET PROPOSAL No. P-0053924



SERVICE DESCRIPTION	PROJECT BUDGET		
	ESTIMATED UNITS	UNIT RATE	BUDGET AMOUNT
Excavation Observations & Compaction Testing			
Excavation Observations - Engineer, Level I	18 Hour	\$180.00	\$3,240.00
Soil Density Testing - Technician, Level II	40 Hour	\$126.00	\$5,040.00
Billable Mileage	0 Mile	\$1.50	\$0.00
Nuclear Density Gauge Rental - Daily	20 Day	\$85.00	\$1,700.00
ASTM D698 Standard Proctor	3 Test	\$205.00	\$615.00
ASTM C136 Sieve Analysis of Aggregate (Coarse and Fine)	2 Test	\$150.00	\$300.00
Section Subtotal:			\$10,895.00
Subgrade/Base Proof Roll Observations & Testing			
Subgrade/Base Proof Roll Observations & Testing - Engineer, Level I	8 Hour	\$180.00	\$1,440.00
Billable Mileage	0 Mile	\$1.50	\$0.00
Section Subtotal:			\$1,440.00
Double-Ring Infiltrometer Testing (Optional)			
Double-Ring Infiltrometer Testing (Optional) - Engineer, Level I	0 Hour	\$180.00	\$0.00
Modified Philip Dunne Infiltrometer Testing - Engineer, Level I	0 Hour	\$180.00	\$0.00
Auxiliary Vehicle Mileage	0 Mile	\$2.00	\$0.00
Double Ring Equipment Rental	0 Day	\$370.00	\$0.00
Modified Philip-Dunne (MPD) Infiltrometer	0 Day	\$370.00	\$0.00
Section Subtotal:			\$0.00
Reinforcing Steel Observations & Concrete Testing			
Reinforcing Steel Observations & Concrete Testing - Technician, Level II	155 Hour	\$126.00	\$19,530.00
Concrete Testing - Technician, Level I	60 Hour	\$110.00	\$6,600.00
Concrete Cylinder Pickup - Technician, Level I	35 Hour	\$110.00	\$3,850.00
Billable Mileage	0 Mile	\$1.50	\$0.00
ASTM C39 Concrete Compressive Strength 4x8 Cylinder	430 Test	\$45.00	\$19,350.00
Section Subtotal:			\$49,330.00
Masonry Observations & Testing			
Masonry and Grout Testing - Technician, Level II	20 Hour	\$126.00	\$2,520.00
Masonry Sample Pickup - Technician, Level I	3 Hour	\$110.00	\$330.00
Billable Mileage	0 Mile	\$1.50	\$0.00
ASTM C1019 Sampling and Testing Grout - Each	24 Test	\$65.00	\$1,560.00
ASTM Masonry Prism Suite- C1314 and C140 Section 8	1 Set	\$700.00	\$700.00
ASTM C140 Standard Test Methods for Sampling and Testing Concrete Masonry Units and Related Units -	1 Each	\$295.00	\$295.00
Section Subtotal:			\$5,405.00
Non-Destructive Testing (NDT) Observations			
Structural Steel Observations - NDT Technician, CWI Certified, Level III/CC	75 Hour	\$158.00	\$11,850.00
Billable Mileage	900 Mile	\$1.50	\$1,350.00
Section Subtotal:			\$13,200.00
Post-Installed Anchor Observations & Testing			
Post-Installed Anchor Observations & Testing - Technician, Level II	10 Hour	\$126.00	\$1,260.00
Billable Mileage	0 Mile	\$1.50	\$0.00
Section Subtotal:			\$1,260.00
Firestopping Inspection			
Firestopping Inspection - Technician, Level IV	20 Hour	\$179.00	\$3,580.00
Personal or company vehicle mileage.	300 Mile	\$1.50	\$450.00
Section Subtotal:			\$4,030.00
Spray-Applied Fireproofing Observations & Testing			
Spray-Applied Fireproofing Observations & Testing - Technician, Level IV	32 Hour	\$179.00	\$5,728.00
ASTM E736 Cohesion/Adhesion of Sprayed Fire-Resistive Materials	10 Each	\$45.00	\$450.00
Fireproofing Density Tests	4 Test	\$120.00	\$480.00
Personal or company vehicle mileage.	300 Mile	\$1.50	\$450.00
Section Subtotal:			\$7,108.00
Air Barrier Observations			
Air Barrier Observations - Technician, Level IV	40 Hour	\$179.00	\$7,160.00
Personal or company vehicle mileage.	600 Mile	\$1.50	\$900.00
Section Subtotal:			\$8,060.00

PROJECT TESTING SERVICES FEE SCHEDULE
ROGERS CITY HALL

ROGERS, MINNESOTA
AET PROPOSAL No. P-0053924



SERVICE DESCRIPTION	PROJECT BUDGET		
	ESTIMATED UNITS	UNIT RATE	BUDGET AMOUNT
<i>Bituminous Observations & Testing (Optional)</i>			
Bituminous Density Testing - Technician, Level II	0 Hour	\$126.00	\$0.00
Billable Mileage	0 Mile	\$1.50	\$0.00
Nuclear Density Gauge Rental - Daily	0 Day	\$85.00	\$0.00
MnDOT Gyrotory Mix Properties	0 Test	\$690.00	\$0.00
Section Subtotal:			\$0.00
<i>Project Management & Coordination</i>			
Project Management - Engineer, Senior/Project Manager	45 Hour	\$240.00	\$10,800.00
Project Administrator	6 Hour	\$95.00	\$570.00
Section Subtotal:			\$11,370.00
ESTIMATED SALES BUDGET			\$112,098.00

SECTION 1 - RESPONSIBILITIES

1.1 – This Service Agreement – Terms and Conditions (“terms and conditions”) is applicable to all services (“Services”) provided by American Engineering Testing, Inc. (AET). As used herein “Services” refer to the scope of Services described in the proposal submitted by AET to Client. The proposal, these terms and conditions and any appendices attached hereto shall comprise the agreement (“Agreement”) between AET and Client for Services described in the proposal and are binding upon the Client, its successors, assignees, joint ventures and third-party beneficiaries. **AET requests written acceptance of the Agreement, but the following actions shall also constitute Client’s acceptance of the Agreement: 1) issuing an authorizing purchase order, task order, service order, or any other documentation for any of the Services, 2) authorizing AET’s presence on site, or 3) written or electronic notification for AET to proceed with any of the Services.** Issuance of a purchase order, task order or service order by Client which contains separate terms and conditions will not take precedence or modify the terms and conditions contained in this Service Agreement AND THE TERMS AND CONDITIONS OF THIS SERVICE AGREEMENT AND ANY CORRESPONDING PROPOSAL ISSUED BY AET SHALL GOVERN UNLESS AUTHORIZED IN WRITING IN ADVANCE BY AET.

1.2 - Prior to AET performing Services, Client will provide AET with all information that may affect the cost, progress, safety and performance of the Services. This includes, but is not limited to, information on proposed and existing construction, all pertinent sections of contracts between Client and their client and/or Owner which contain flow-down provisions to AET, if they are included, site safety plans or other documents which may control or affect AET’s Services. If new information becomes available or changes are made during AET’s Services, Client will provide such information to AET in a timely manner. Failure of Client to timely notify AET of changes to the project including, but not limited to, location, elevation, loading, or configuration of the structure or improvement will constitute a release of any liability of AET. Client will provide a representative for timely answers to project-related questions by AET.

1.3 - AET observes and tests earthwork and other construction operations and materials, and may provide opinions, conclusions and recommendations regarding the same. However, AET’s Services do not relieve the contractors of their contractual responsibility to perform their work in accordance with approved plans, specifications and building code requirements.

1.4 - AET personnel do not have authority to accept, reject, direct or otherwise approve the work of the contractor. AET cannot stop work or waive or alter the requirements of the project documents. Any authority given to AET by Client must be in writing prior to the start of Services.

1.5 - AET does not perform construction management, general contracting or surveying services and our involvement with the project does not constitute any assumption of those responsibilities.

1.6 - Services performed by AET often include sampling at specific locations. Client acknowledges the limitations inherent in sampling. Variations in conditions occur between and beyond sampled/tested locations. The passage of time, natural occurrences and direct or indirect human activities at the site or distant from it may alter the actual conditions. Client assumes all risks associated with such variations.

1.7 - AET is not responsible for interpretations or modifications of AET’s recommendations by other persons.

1.8 - Should change in conditions be alleged, Client agrees to notify AET before evidence of alleged change is no longer accessible for evaluation.

1.9 - Test borings and/or cone penetration test soundings to a proper depth below foundation grade and the base of suitable bearing soils are recommended to explore the deeper unseen soil and ground water conditions. Judgments made by AET personnel regarding the suitability of materials and ground water conditions below the bottom of an excavation are limited if sufficiently deep test borings/soundings are not provided by the Client prior to our observations and judgments. AET’s opinions, conclusions and recommendations are qualified to that extent.

1.10 – Pricing in the proposal assumes use of these terms and conditions. AET reserves the right to amend pricing if Client requests modifications to the Agreement or use of Client’s alternate contract format. Any contract amendments made after Client has authorized the Services shall be applicable only to Services performed after the effective date of such amendment. The proposal and these terms and conditions, including terms of payment, shall apply to all Services performed prior to the effective date of such amendment.

1.11 – The AET proposal accompanying these terms and conditions is valid for thirty (30) days after the proposal issuance date to the Client. Any attempt to authorize Services after the expiration date is subject to AET’s right to revise the proposal as necessary.

SECTION 2 – ON CALL SERVICES

2.1 - If AET’s Services are performed on an on-call basis at the direction of the Client or its authorized representatives, Client acknowledges the inherent limitations associated with performing engineering judgments and testing Services on an on-call basis, including without limitation, the inability to completely evaluate, document or judge work and conditions not directly observed or tested by AET. AET’s opinions, conclusions, and recommendations are qualified to the extent of those limitations.

2.2 - Density tests of fill soils represent conditions only at the locations and elevations tested and do not necessarily represent conditions laterally, above or below. AET can only provide judgments regarding the engineered fill system to adequately support the design construction loadings by monitoring the filling process on a continuous basis for consistency of soil type, moisture content, lift thickness, and compaction effort.

2.3 – AET requires a minimum of 24 hours’ notice of the need for Services. AET will not be liable for claims, damages, or delays related to failure of Client to provide adequate advance notice to AET.

SECTION 3 - SAFETY

3.1 - Client shall inform AET of any known or suspected hazardous materials or unsafe conditions at the site. Client or its authorized representative(s) is responsible for the safety of the jobsite. If, during the course of AET’s Services, such materials or conditions are discovered, AET reserves the right to take measures to protect AET personnel and equipment or to immediately terminate Services. Client shall be responsible for payment of such additional protection costs.

3.2 - AET shall only be responsible for safety of AET employees at the site; the safety of all others shall be Client's or other persons' responsibility.

SECTION 4 - SAMPLES

4.1 - Client shall inform AET of any known or suspected hazardous materials prior to submittal to AET. All samples obtained by or submitted to AET remain the property of the Client during and after the Services. Any known or suspected hazardous material samples will be returned to the Client at AET’s discretion.

4.2 - Non-hazardous samples will be held for thirty (30) days and then discarded unless, within thirty (30) days of the report date, the Client requests in writing that AET store or ship the samples. Storage and shipping costs shall be borne solely by Client.

SECTION 5 - PROJECT RECORDS

The original project records prepared by AET will remain the property of AET. AET shall retain these original records for a minimum of three years following submission of the report, during which period the project records can be made available to Client at AET's office at reasonable times.

SECTION 6 - STANDARD OF CARE

AET performs its Services consistent with the level of care and skill normally performed by other firms in the profession at the time of this service and in this geographic area, under similar budgetary constraints.

SECTION 7 - INSURANCE

AET maintains insurance with coverage and minimum limits shown below. AET will furnish certificates of insurance to Client upon request.

7.1 –

Workers' Compensation Employer's Liability	Statutory Limits \$100,000 each accident \$500,000 disease policy limit \$100,000 disease each employee
Commercial General Liability	\$1,000,000 each occurrence \$1,000,000 aggregate
Automobile Liability	\$1,000,000 each accident
Professional/Pollution Liability Insurance	\$1,000,000 per claim \$1,000,000 aggregate

7.2 - Commercial General Liability insurance will include coverage for Products/Completed Operations extending one (1) year after completion of AET's Services as outlined in our proposal, Property Damage, Personal Injury, and Contractual Liability coverage applicable to AET's indemnity obligations under this Agreement.

7.3 - Automobile Liability insurance shall include coverage for all owned, hired and non-owned automobiles.

7.4 - Professional/Pollution Liability Insurance is written on a claims-made basis and coverage will be maintained for one (1) year after completion of AET's Services as outlined in our proposal. Renewal policies during this period shall maintain the same retroactive date.

7.5 - **To the extent permitted by applicable state law, and upon Client's signing of the proposal, which includes these Terms and Conditions, and return of the same to AET, or Client provided forms of acceptance as defined in Section 1.1; Client and Owner shall be named an "additional insured" on AET's Commercial General Liability Policy (Form CG D4 14, which includes blanket coverage for the Additional Insured on a Primary and Non-Contributory basis). Client and Owner shall also be named an "additional insured" on a Primary and Non-contributory basis on AET's Automobile Liability Policy (Form CA T4 74). Any other endorsement, coverage or policy requirement may result in additional charges.**

7.6 - AET will maintain insurance coverage required by this Agreement at its sole expense, provided such insurance is reasonably available, with insurance carriers licensed to do business in the state in which the project is located and having a current A.M. Best rating of no less than A minus (A-). Such insurance shall provide for thirty (30) days prior written notice to Client for notice of cancellation or material limitations for the policy or ten (10) days' notice for non-payment of premium.

7.7 - AET reserves the right to charge Client for AET's costs for additional coverage requirements unknown on the date of the proposal, e.g., coverage limits or policy modification including waiver of subrogation, additional insured endorsements and other project specific requirements.

SECTION 8 - DELAYS

If delays to AET's Services are caused by Client or Owner, other parties, strikes, natural causes, pandemic, weather, or other items beyond AET's control, a reasonable time extension for performance of the Services shall be granted, and AET shall receive an equitable fee adjustment.

SECTION 9- PAYMENT, INTEREST AND BREACH

9.1 - Invoices are due net thirty (30) days from the date of receipt of an undisputed invoice. Invoices will be paid without reductions for bond or retention. Client will inform AET of invoice questions or disagreements within fifteen (15) days of invoice date; unless so informed, invoices are deemed correct.

9.2 – Invoices remaining unpaid for sixty (60) days shall constitute a material breach of this Agreement, permitting AET, in its sole discretion and without limiting any other legal or equitable remedies for such breach, to terminate performance of this Agreement and be relieved of any associated duties to the Client or other persons. Further, AET may withhold from Client data and reports in AET's possession. If Client fails to cure such breach, all reports associated with the unpaid invoices shall immediately upon demand be returned to AET and Client may neither use nor rely upon such reports or the Services.

9.3 – AET reserves the right to pursue any unpaid invoice utilizing available remedies at law. AET explicitly reserves its Mechanic Lien or Bond Claim rights for nonpayment of an undisputed invoice. Client is responsible for paying AET expenses and attorney fees related to collection of past due invoices.

9.4 – AET reserves the right to charge a 2.5% fee on any payment made using a credit card or debit card.

SECTION 10 - CHANGE ORDERS

AET's proposal associated with this project may provide an estimated cost for the work. If the proposal amount is a time and material estimate, or if changes occur affecting the project scope, estimated quantities, project schedule or other unforeseen conditions, AET will communicate with Client and request a change order. However, nothing in this agreement shall be construed in any way as a waiver of payment by Client to AET for Services authorized under this agreement. Approval of a change order may be in writing, by electronic communication, or any directive for additional Services.

SECTION 11 - MEDIATION

11.1 - Except for enforcement of AET's rights to payment for Services rendered or to assert and/or enforce its lien rights, including without limitation assertion and enforcement of mechanic's lien rights and foreclosure of the same, Client and AET agree that any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party; provided however that if either party fails to respond to a request for mediation within sixty (60) days, the party requesting mediation may without further notice, proceed to arbitration or the institution of legal or equitable proceedings.

11.2 - Mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. Request for mediation shall be in writing and the parties shall share the mediator's fee and any filing fees equally and each party shall pay their own legal fees. The mediator shall be acceptable to both parties and shall have experience in commercial construction matters.

SECTION 12 - LITIGATION REIMBURSEMENT

Except for matters relating to non-payment of fees, which is governed by Section 10 hereof, payment of attorney's fees and costs associated with lawsuits or arbitration of disputes between AET and Client, which are dismissed or are judged substantially in either party's favor, shall be paid by the non-prevailing party. Applicable costs include, but are not limited to, attorney and expert witness fees, court costs, and other direct costs.

SECTION 13 - MUTUAL INDEMNIFICATION

13.1 - Subject to the limitations contained in Sections 14 and 17, AET agrees to indemnify Client from and against damages and costs to the extent caused by AET's negligent performance of the Services.

13.2 - Client agrees to indemnify AET from and against damages and costs to the extent caused by the intentional acts or negligence of the Client, Owner, Client's contractors and subcontractors or other third parties.

13.3 - If Client has an indemnity agreement with other persons or entities relating to the project for which AET's Services are performed, the Client shall include AET as an Additional Insured.

13.4 - AET's indemnification to the Client, including any indemnity required or implied by law, is limited solely to losses or damages caused by its failure to meet the standard of care and only to the extent of its negligence.

SECTION 14 - NON-SOLICITATION

Each party to this Agreement (a "Party") agrees that it will not encourage, induce, or actively solicit any employee of the other party to leave their employment for any reason, provided that neither Party is precluded from (a) hiring any such employee who has been terminated by a Party or its subsidiaries prior to commencement of employment discussions between a Party and such employee, or (b) soliciting any such employee by means of a general advertisement or through an employment agency that does not specifically pursue the employee, or (c) hiring employees or former employees of the other Party who contact the Party on its own accord. This Non-Solicitation provision shall be effective and enforceable for six (6) months following termination of this Agreement.

SECTION 15- MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

Except as specifically set forth herein and to the extent permitted by applicable law, Client and AET waive against each other, and each other's officers, directors, members, subcontractor, agents, assigns, successors, partners, and employees any and all claims for or entitlement to special, incidental, indirect, punitive, or consequential damages arising out of, resulting from, or in any way related to the Services provided by AET under this Agreement. This mutual waiver of consequential damages includes, but is not limited to, the following: loss of profits; loss of revenue; rental costs/expenses incurred; loss of income; loss of use of property, equipment, materials or services; loss of opportunity; loss of rent; loss of good will; loss of financing; loss of credit; diminution of value; loss of business and reputation; loss of management or employee productivity or the services of such persons; increased financing costs; cost of substitute facilities; cost of substitute goods/property/equipment; cost of substitute services; and/or cost of capital. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement in accordance with the provisions of the Agreement and related documents and shall survive any such termination.

SECTION 16 - LIMITATION OF LIABILITY

To the fullest extent permitted by applicable law, the total aggregate liability of AET and its officers, directors, partners, employees, subcontractors, agents, and sub-consultants, to Client and/or Client's employees, officers, directors, members, agents, assigns, successors, or partners, or anyone claiming through Client, for any and all injuries, damages, claims, losses, or expenses (including attorney's fees and costs) arising out of, resulting from or in any way related to Services provided by AET from any cause or causes, including, but not limited to, its negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty shall not exceed the total compensation in excess of costs received by AET for Services or \$50,000, whichever is less. The limitation of liability set forth herein does not apply to claims arising solely out of or related to the willful or intentional acts of AET.

SECTION 17 - POSTING OF NOTICES ON EMPLOYEE RIGHTS

Effective June 21, 2010, prime contracts with a value of \$100,000 or more and signed by federal contractors on projects with any agency of the United States government must comply with 29 CFR Part 471, which requires physical posting of a notice to employees of their rights under Federal labor laws. The required notice may be found at [29 Code of Federal Regulations Part 471, Appendix A to Subpart A](#). The regulation also has a "flow-down" requirement for subcontractors under the prime agreement for subcontracts with a value of \$10,000 or more. AET requires strict compliance of its subcontractors working on federal contracts subject to this regulation. The regulation has specific requirements for location of posting and language(s) for the poster.

SECTION 18 - TERMINATION

After 7 days' written notice, either party may elect to terminate work for justifiable reasons. In this event, the Client shall pay AET for all Services performed, including demobilization and reporting costs to complete the Services.

SECTION 19 - SEVERABILITY

Any provisions of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, Client and AET will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.

SECTION 20 - GOVERNING LAW

This Agreement shall be construed in accordance with the Laws of the State of Minnesota without regard to its conflicts of law provisions.

SECTION 21 - ENTIRE AGREEMENT

This Agreement, including these terms and conditions and attached proposal and appendices, is the entire agreement between AET and Client. Regardless of method of acceptance of this Agreement by the Client, this Agreement supersedes any written or oral agreements, including purchase/work orders or other Client agreements submitted to AET after the start of our Services. Any modifications to this Agreement must be mutually acceptable to both parties and accepted in writing. No considerations will be given to revisions to AET's terms and conditions or alternate contract format submitted by the Client as a condition for payment of AET's accrued Services.

SECTION 22 - SITE ACCESS, UNDERGROUND FACILITIES AND CONSTRUCTION STAKING (CONSTRUCTION)

22.1 - Client will furnish AET safe and legal site access.

22.2 - With the exception of public utilities which AET will contact state "call before you dig" notification centers (e.g. Gopher State One call in Minnesota), Client will mark or cause to be marked the location of all other underground utilities and structures (Facilities) that service or are located on the site. AET shall be entitled to rely upon the accuracy of all location information supplied by any source.

22.3 - Client shall hold harmless, indemnify and defend AET from all claims, damages, losses, fines, penalties and expenses (including attorney's fees) arising out of or related to the following: a) Facilities that are not shown or vary from the locations shown on any plans or drawings, b) Facilities that are not located by or vary from the locations marked by Client, governmental or quasi-governmental locator programs, or private utility locating services, or c) any other Facilities that are not disclosed or vary from locations provided by the Client. The obligation to defend AET shall be independent of the obligation to indemnify and hold harmless AET and shall be with independent counsel acceptable to AET.

22.4 - The location and elevation of a proposed structure or facility shall be staked (with offsets) and controlled by surveying or GPS equipment by others. AET's measurements are made in relation to that information. The reliability of any opinions, conclusions, and recommendations based on those measurements is strictly dependent on the accuracy of the staking or GPS information provided by others.

22.5 - During construction, observations and testing Services are based on the positioning of the formwork by the contractor or its subcontractor. AET will not be responsible for any errors or damages resulting from improper location or positioning of the formwork.

22.6 - Client acknowledges that in the normal course of its Services, AET may unavoidably alter existing site conditions or affect the environment in the area being studied. AET will take reasonable precautions to minimize alterations to the site or existing materials. Restoration of the site is the responsibility of the Client.

SECTION 23 UNDERGROUND UTILITIES AND STRUCTURES AND FACILITIES (GEOTECH)

23.1 - Public Utilities: AET's sole responsibility under this section will be to contact the state "call before you dig" notification center (e.g. Gopher State One Call in Minnesota), if such an entity exists, for location information of public utilities only. AET shall have no obligation to proceed with the work until Client has fully complied with all the requirements of this Section 23.

23.2 - Private Utilities and all other Equipment or Facilities: Client will mark or cause to be marked the location of all other Facilities, Equipment and/or Utilities that service or are located on the site including but not limited to private utilities. AET shall be entitled to rely upon the accuracy of all location information supplied by any source including the Client.

23.3 - Client acknowledges that location data may be incorrect or that some Facilities, Equipment or Utilities may not be capable of location and Client fully acknowledges and accepts this risk and waives any claims against AET for damages or claims arising out of or in any way related to incorrect locations of Utilities, Equipment or Facilities incapable of location.

23.4 - Client shall waive as against AET and further hold harmless, indemnify and defend AET from all claims, damages, losses, fines, penalties and expenses (including attorney's fees) by any third parties arising out of or related to the following: a) Facilities and utilities that are not shown or vary from the locations shown on any plans or drawings, b) Facilities and utilities that are not located by or vary from the locations marked by Client, governmental or quasi-governmental locator programs, or private utility locating services, or c) any other Facilities or utilities that are not disclosed or vary from locations provided by the Client. The obligation to defend AET shall be independent of the obligation to indemnify and hold harmless AET and shall be with independent counsel acceptable to AET.



CERTIFICATE OF LIABILITY INSURANCE

1/1/2027

DATE (MM/DD/YYYY)

12/17/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE (A/C No. Ext):	FAX (A/C, No):	
	E-MAIL ADDRESS:		
INSURED 1562985 AMERICAN ENGINEERING TESTING, INC. 550 CLEVELAND AVE. N ST. PAUL, MN 55114-1804	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: The Phoenix Insurance Company		25623
	INSURER B: Travelers Property Casualty Company of America		25674
	INSURER C: Continental Casualty Company		20443
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 22217726 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONT. LIAB/XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	P-630-0E963389-PHX-26	1/1/2026	1/1/2027	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	810-B8961693-26-43-G	1/1/2026	1/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	CUP-C0212610-26-43	1/1/2026	1/1/2027	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB-B8969168-26-43-G	1/1/2026	1/1/2027	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	<input checked="" type="checkbox"/> PROFESSIONAL LIABILITY INCL. POLLUTION INCIDENT	N	N	ECH254066939	1/1/2026	1/1/2027	EACH CLAIM/AGGREGATE \$5,000,000/\$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
22217726 EVIDENCE OF INSURANCE	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

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

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

Print or type. See <i>Specific Instructions</i> on page 3.	<p>1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)</p> <p>AMERICAN ENGINEERING TESTING, INC.</p> <p>2 Business name/disregarded entity name, if different from above.</p>
	<p>3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input checked="" type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____ </p> <p>3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/></p>
	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____</p> <p style="text-align: right;"><i>(Applies to accounts maintained outside the United States.)</i></p>
	<p>5 Address (number, street, and apt. or suite no.). See instructions.</p> <p>550 CLEVELAND AVENUE</p> <p>6 City, state, and ZIP code</p> <p>ST. PAUL, MN 55114</p> <p>7 List account number(s) here (optional)</p>
	<p>Requester's name and address (optional)</p>

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
or									
Employer identification number									
4	1	-	0	9	7	7	5	2	1

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person <i>Phil Chwialkowski</i>	Date <i>1/1/2026</i>
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General Instructions

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

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

What's New

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

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

Purpose of Form

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



13400 15th Avenue North
Minneapolis, MN 55441

P (763) 489-3100
F (763) 489-3101

Terracon.com

June 11, 2026

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

Attn: Doran Cote

Re: Proposal for Construction Observation and Materials Testing Services
Rogers City Hall and Police Station-MIN-26-Proposal
21701 Industrial Blvd
Rogers, MN 55374
Terracon Proposal No. 1000016060

Dear Doran Cote:

As requested, Terracon Consultants, Inc. (Terracon) is submitting this proposal for completion of construction observation and materials testing services for the above-referenced project. This proposal outlines our understanding of the project and scope of services, provides an estimated cost for our services, and presents our Agreement for Services.

Terracon has provided observation and testing services for several similar projects. In addition, we have several on-going projects in the area. We believe our experience and commitment to responsive quality service will make Terracon a valuable asset to the project.

1.0 Project Information

- Project information available for review at the time of this proposal includes:
 - Civil, structural, and architectural plans dated May 28, 2026
 - Project specifications dated May 28, 2026
- We understand the project consists of:
 - The construction of a new city hall and police station for the city of Rogers, MN.
- The structure will be founded on:
 - Shallow spread footings and isolated column pads composed of formed (or earth formed) cast in-place concrete
 - Concrete footings bearing on a soil improved with rammed aggregate piers

Explore with us

- The structural framing will be comprised of:
 - Steel columns, beams, joists, and/or trusses
 - Metal deck and roof
 - Structural masonry walls
 - Reinforced concrete
 - Precast structural concrete
 - Cold-formed metal framing

- Also, included as part of the construction will be the following:
 - Underground utilities
 - Concrete and asphalt pavement
 - Site grading fill placement
 - Cast in-place concrete retaining wall(s)

2.0 Scope Of Services

2.1 Field and Laboratory Services

Terracon will provide appropriately trained employees equipped to respond to the materials testing and construction observation needs of this project as scheduled by the Client or your designated representative. Based on our review of the information provided above, we understand the scope of the on-call services includes:

- Earthwork observation and testing:
 - Site preparation
 - Site grading fill placement
 - Foundation wall backfill
 - Utility trench backfill
 - Floor slab and pavement subgrade preparation
 - Granular base placement

- Laboratory soil/aggregate testing:
 - Standard Proctors

- Shallow foundation bearing soil observation and testing:
 - Excavations will be observed for cleanliness and geometry.
 - Excavation bottoms at select locations will be evaluated using manual sampling and testing techniques to a maximum depth of about three feet below bearing level.
 - Foundation soil conditions will be compared to information contained in the geotechnical report for this project to determine if suitable bearing conditions exist.

- Aggregate Pier installation observation:
 - Location
 - Drilled depth and basic soil classification
 - Number of lifts of crushed stone for each pier

- Cast-in-place concrete reinforcing steel observation:
 - Bar type and grade, size, condition, lap length, cover, position, and securement
 - Note that we should be contacted to observe walls and columns taller than 5 feet both before and after formwork is set to enable proper viewing of the steel and to verify clearance
 - Cast in-place anchor bolts
 - Formwork for general shape, location, and dimensions

- Portland cement concrete field testing and laboratory testing:
 - Perform temperature, slump, and air content testing
 - Cast strength specimens
 - We assume that strength specimens will be 4" x 8" cylinders and that sample pickups will be performed only during normal business hours Monday through Friday unless directed otherwise. If pickups are requested outside of this timeframe, special arrangements will need to be made and additional costs will apply.
 - We assume that a temperature-controlled environment meeting ASTM standard will be available to us for sample storage or that it will be acceptable for us to store samples exposed on the jobsite or in a moderately controlled environment provided by us (such as a cure box). However, it is not in our scope to provide fully climate-controlled enclosures. If this is a requirement, additional costs will apply.
 - Review batch tickets in the field for use of required design mix
 - Laboratory testing
 - Compressive strength of concrete

- Structural steel and pre-cast concrete observation of field-made connections:
 - Review welder certifications
 - Perform periodic visual observations of structural welded connections including primary framing members
 - Observations of ancillary framing such as for rooftop units, curtain walls, brick ledges and cold-formed light gauge steel framing is not a part of this scope.
 - Periodic visual observations of headed studs
 - Ultrasonic testing of full-penetration welds
 - Nondestructive testing of welds by magnetic particle or dye penetrant method
 - Visual observation of bolted connections
 - We assume bolted connections will either be snug-tight or tension control bolts will be utilized if full pre-tensioning is required. Observations of other methods of pre-tensioning can be performed, but may require additional time and cost.
 - Visual observation of column anchor bolts
 - Visual observation of decking fasteners
 - We assume the steel fabrication shop is AISC certified and fabrication shop inspections will not be required.

- Structural masonry observation and testing:
 - Observation, structural masonry construction in general accordance with ACI530 Level III
 - In general, Level III includes continuous observations of site prepared mortar, construction of mortar joints, location of vertical and horizontal reinforcement, condition of cells to be grouted, cold or hot weather masonry practices as applicable, and the preparation of samples. Level III also includes continuous observation of grout placement
 - Material sampling
 - Measure grout flow/slump and temperature and cast 3" x 6" grout prisms. For estimating purposes, we assume that cardboard grout sample boxes will be allowed due to the low cost and convenience. However, they are not recognized as an approved mold by ASTM. If the client wishes grout prisms to be formed in general accordance with ASTM C1019, we will need access to forming materials and a protected space onsite to make the samples, and additional costs will apply.
 - Laboratory testing
 - Compressive strength of grout CMU block

- Fireproofing observation and testing:
 - Substrate prior to fireproofing application
 - Finished product for damage or lack of coverage
 - Spray-applied cementitious material for thickness, density, and bond strength
 - Intumescent fireproofing for thickness

- Firestop observation and testing:
 - Observe material type and installation procedures
 - Perform destructive verification testing
 - 2% of each type of through penetration firestop system per 10,000 square feet per floor (not less than 1 test)
 - 1 sample per 500 lineal feet of each fire resistive joint system (not less than 1 test)

- Project Management:
 - Attendance at pre-construction and project meetings at Client's request
 - Technical consulting at Client's request
 - Supervision of laboratory and field services
 - Preparation and review of project reports and invoices

If we have misunderstood any aspect of the proposed project, please advise us at once so we can evaluate the scope of services and make any necessary adjustments prior to finalizing the contract. Once the project is underway, you can request additional services. We will confirm your request by sending you a short supplemental agreement form that states the additional services, making them part of the original agreement.

2.2 Scheduling

Terracon's services will be performed on an as-requested basis with scheduling by the Client or the client's designated representative. Terracon will not be responsible for scheduling our services and will not be responsible for tests or observations that are not performed due to failure to schedule our services on the project. Since our personnel will not be at the site on a resident basis, it will be imperative that we be advised when work is in progress. Services should be scheduled a minimum of 24 hours in advance. Scheduling personnel will be on an as-available basis which may require changes in personnel assigned to the project. For instances of short-notice requests, a same day rate of 1.5 times the standard rate will apply. Same day cancelations will result in a 2-hour minimum charge.

All requests for services should be submitted to the Terracon **Minneapolis / St Paul metro dispatch phone line at the following phone number: (651) 894-6644**. Services should not be scheduled through our field personnel.

We recommend the scope of work described in this proposal be provided to the person(s) responsible for scheduling our services so they are aware of the services that are proposed.

2.3 Data Collection and Reporting

All field technicians are responsible to provide a daily report identifying what work was found to be in compliance with the project specifications and drawings and report any non-conformances. The field technicians are required to immediately communicate any non-conformances to the site superintendent and our Project Manager. Effective and timely communication is essential for non-conforming items. Our Project Manager will be responsible for reviewing each technician's reports, keeping non-conformance lists up-to-date, and communicating test results in a timely manner.

To ensure our project manager and field personnel meet the goals we have set for report turnaround, we have developed report tracking software to evaluate the status of any test result or report within our system. This allows us to achieve better communication, more consistency, and faster turnaround of reporting on the project. Data, observations, and other testing and inspection information are easily entered into the system and reports are auto-generated allowing for immediate availability of test results.

Terracon will maintain non-conformance logs and lists for all testing types performed by us. The list will be maintained electronically in our database and can be updated and e-mailed or printed at any time.

2.3.1 CMELMS™ Management System

In order to provide our clients with real-time field and laboratory data management and reporting, Terracon developed and maintains an automated application that we call CMELMS. The acronym stands for **Construction Materials Engineering Laboratory Management System** and is utilized by construction materials engineering and testing operations in our offices.

CMELMS is a complete and comprehensive field and laboratory testing data and results management system. The application can manage an unlimited number of reports and data for ease of reporting and documentation purposes. Features in the application include accessing and distributing test results and field observation reports by a push of a button.

CMELMS automates the delivery of our testing and inspection information and can be used anywhere with an internet connection or through a wireless device. Data (test results and inspections) can be entered into the application right from the project site so that project managers and engineering staff have real-time access to the field data. Final Client Reports are produced in the same application, which allows us to achieve better communication, more consistency, and faster turnaround of reports on the project.



Compass is Terracon's latest client interfacing tool and elevates the way we do business. Terracon offers you the ability to view and interact with your testing data in a new way and is committed to using innovative techniques to deliver quality projects. Construction data is viewed by

geographic location in relation to your project drawings as part of our seamless project delivery system. Within Terracon Compass, you can access our projects and their associated data, including environmental and geotechnical projects.

When you open a materials project within Compass, you will see your materials tests and observations placed on a map. This geographic reference allows you to find your information by the "where", rather than the "when." Other features and advantages of Compass include:

- Filters for Date Performed, Service Type and Test Result Status and intuitive test status designations
- Augmented Testing Reports with In-Place Locations
- Deviation or Non-Conformance Summary: Image overlays to reference multiple plan pages to your test results
- Map layer options: Test results are inserted into Compass as soon as the report has been reviewed and distributed. It becomes easier than ever to view and close deviations with an option to display within a map while also showing them in a table format.
- Fast turnaround of information and reports



Traditional methods of reporting and accessing results of your project's inspections, testing, and observations are no longer sufficient for today's construction projects. With a large number of reports generated on a single project, you now have a solution to quickly find and view specific data to make timely, informed decisions for your project.

One of Terracon Compass' greatest strengths is that we curate your projects for your future. Terracon Compass shows your team members

an interactive map with locations of past and present projects to navigate geographically; or for those that prefer a tabular format, we have that option too.

2.3.2 Report Turnaround Time

Our Project Managers and/or field technicians will report failing tests or non-conformance items immediately to the designated parties and will typically have digitally-signed reports distributed by the end of the next business day. As stated, using our CMELMS software and our field reporting and communication services and capabilities, the test results and inspection information is quickly entered into the system and a report produced. Non-deviation reports will typically be digitally signed and distributed within 5 business days of service. Laboratory test reports will typically be digitally signed and distributed within two business days of the completion of each test. Our reports can be sent digitally via email, posted to our Client Document Website (CDW), or posted to a designated ftp website.

2.4 Terracon's Incident and Injury-Free Culture

Employee safety is a core value of Terracon and we are committed to an Incident and Injury-Free (IIF) workplace. It is our personal and organizational commitment at all levels of the company to everyone going home safe to their family every day. All employees are expected to perform their job assignments with safety as a primary objective. Terracon dedicates the time, resources, and equipment necessary for an IIF environment and no employee will be required to work in unsafe conditions.

3.0 Compensation

Fees for services provided will be based on the attached Cost Estimate. These rates will apply for the duration of the project.

Based on our review of the above-referenced information, our estimated cost to perform the proposed scope of services is **\$ 120,525.00**. A breakdown of our cost is provided in the attached Cost Estimate. For the purposes of developing this estimate, the quantities were estimated based on typical means and methods utilized by contractors/subcontractors in this area.

It should be noted the Client would be billed only for the amount of service provided, i.e. Terracon will not bill for the total budget if the total booked is less than the budget. Please note this is only a budget estimate and not a not-to-exceed price. Many factors, including those out of our control, such as weather and the contractor's schedule, responses to requests for information, and how often we are called to the site, will dictate the final fee for our services. Furthermore, all costs associated with deviations, re-testing and re-inspections of failing items, on-site standby time, overtime, and short notice premiums are not included in our estimated cost.

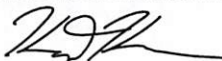
Overtime is defined as all hours more than eight (8) per day, outside of the normal hours of 7:00AM to 5:00PM Monday through Friday, and all hours worked on Saturdays, Sundays, and holidays. Overtime rates will be 1.5 times the hourly rate quoted (2 times the hourly rate for Sundays and holidays). A three-hour minimum charge per trip is applicable to all site visits. The representative's vehicle and mileage are combined into a Trip Charge.

4.0 Authorization

This proposal may be accepted by executing the attached Agreement for Services. and returning it along with this proposal to Terracon. **We reserve the right to withhold our reports until the signed Agreement has been received by Terracon.** This Agreement, including the limitations it contains, shall constitute the exclusive terms, conditions and services to be performed for this project. This proposal is valid only if authorized within sixty days from the listed proposal date.

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. Please call the undersigned if you have any questions or would like to review this proposal.

Sincerely,
Terracon Consultants, Inc.



Kent Kruse P.E.
Project Manager – Materials Services



Brandon Saeger P.E.
Department Manager

Copies to: Addressee (1 pdf)

Attachments: Cost Estimate
Agreement for Services.
Alternate Scope: Construction Stormwater Inspections



Weekly SWPPP Inspections

Based on our understanding of the project we anticipate that the following will be required:

- Weekly (every seven days) or post qualifying rain event Construction Stormwater Pollution Prevention Plan (SWPPP) Inspections conducted by a Qualified Inspector (QI) for the duration of construction activities and until the site has reached final stabilization in accordance with the State Construction General Permit (CGP).
- Attend the Site Preconstruction Meeting.
- Monitor Contractors operations and ensure best management practices (BMP) are present, not damaged, and operating as intended during construction, and installation are compliant with the approved phased erosion and sediment control plan (ESC) Plan.
- Notify the project team of required corrective actions, deficiencies or violations immediately upon discovery, and report any deficiencies not immediately addressed and corrected.
- Terracon will provide SWPPP inspection reports to the Client to be signed by an authorized representative. Alternatively, Terracon will sign SWP3 inspection reports when Delegation of Authority (DOA) is provided by the client to Terracon (only if applicable in the project Jurisdiction).

Project Initiation

Terracon will require the Client to provide the following documents and information:

- Site drainage map, Erosion and Sediment Control Plan, and engineering site drawings in PDF format;
- SWPPP document;
- Name(s) and emergency contact information for individual(s) responsible for onsite implementation of the SWPPP;
- Delegation of Authority (DOA) for stormwater inspection report signatures (if applicable); and
- Information regarding construction activities, schedule, and tentative completion date.

Compensation

Description	Cost	Approved
Weekly or as required SWPPP Inspections	\$550 (Per inspection)	Yes <input type="checkbox"/> No <input type="checkbox"/>

Fee Estimate
Materials Services
Rogers City Hall and Police Station-MIN-26
Terracon Proposal No. 1000016060

DESCRIPTION	RATE	QUANTITY	UNITS	TRIPS	TOTAL QUANTITY	TOTAL
Project Administration						\$ 14,865.00
Project Coordination	\$ 120.00	40	hours	1	40	\$ 4,800.00
Billing Coordinator	\$ 120.00	12	hours	1	12	\$ 1,440.00
Project Management	\$ 150.00	50	hours	1	50	\$ 7,500.00
Project Quality Review	\$ 225.00	5	hours	1	5	\$ 1,125.00
Earthwork Testing						\$ 17,640.00
Site Grading and Fill Placement						\$ 2,600.00
Soils Testing	\$ 90.00	6	hours	4	24	\$ 2,160.00
Nuclear Density Gauge	\$ 50.00	1	Day	4	4	\$ 200.00
Trip Charge	\$ 60.00	50	trip	4	4	\$ 240.00
Foundation Wall Backfill						\$ 4,700.00
Soils Testing	\$ 90.00	4	hours	10	40	\$ 3,600.00
Nuclear Density Gauge	\$ 50.00	1	Day	10	10	\$ 500.00
Trip Charge	\$ 60.00	50	trip	10	10	\$ 600.00
Utility Trench Backfill						\$ 4,700.00
Soils Testing	\$ 90.00	4	hours	10	40	\$ 3,600.00
Nuclear Density Gauge	\$ 50.00	1	Day	10	10	\$ 500.00
Trip Charge	\$ 60.00	50	trip	10	10	\$ 600.00
Pavement and Floor Slab Subgrade Preparation						\$ 2,820.00
Soils Testing	\$ 90.00	4	hours	6	24	\$ 2,160.00
Nuclear Density Gauge	\$ 50.00	1	Day	6	6	\$ 300.00
Trip Charge	\$ 60.00	50	trip	6	6	\$ 360.00
Granular Base Placement						\$ 2,820.00
Soils Testing	\$ 90.00	4	hours	6	24	\$ 2,160.00
Nuclear Density Gauge	\$ 50.00	1	Day	6	6	\$ 300.00
Trip Charge	\$ 60.00	50	trip	6	6	\$ 360.00
Rammed Aggregate Piers						\$ 7,800.00
Soils Testing	\$ 90.00	8	hours	10	80	\$ 7,200.00
Trip Charge	\$ 60.00	50	trip	10	10	\$ 600.00
Subgrade Observation						\$ 1,840.00
Soils Inspection	\$ 100.00	4	hours	4	16	\$ 1,600.00
Trip Charge	\$ 60.00	50	trip	4	4	\$ 240.00
Shallow Foundations						\$ 2,300.00
Foundation Inspection	\$ 100.00	4	hours	5	20	\$ 2,000.00
Trip Charge	\$ 60.00	50	trip	5	5	\$ 300.00
Concrete Testing and Inspection (SI)						\$ 33,870.00
Footings						\$ 7,650.00
Concrete Inspection	\$ 90.00	1	hours	15	15	\$ 1,350.00
Concrete Testing	\$ 90.00	4	hours	15	60	\$ 5,400.00
Trip Charge	\$ 60.00	50	trip	15	15	\$ 900.00
Foundation Walls and Piers						\$ 7,650.00
Concrete Inspection	\$ 90.00	1	hours	15	15	\$ 1,350.00
Concrete Testing	\$ 90.00	4	hours	15	60	\$ 5,400.00
Trip Charge	\$ 60.00	50	trip	15	15	\$ 900.00
Slab on Grade						\$ 5,100.00
Concrete Inspection	\$ 90.00	1	hours	10	10	\$ 900.00
Concrete Testing	\$ 90.00	4	hours	10	40	\$ 3,600.00
Trip Charge	\$ 60.00	50	trip	10	10	\$ 600.00
Slab on Metal Deck						\$ 2,550.00
Concrete Inspection	\$ 90.00	1	hours	5	5	\$ 450.00
Concrete Testing	\$ 90.00	4	hours	5	20	\$ 1,800.00
Trip Charge	\$ 60.00	50	trip	5	5	\$ 300.00
Sidewalk and Cub						\$ 2,520.00
Concrete Testing	\$ 90.00	4	hours	6	24	\$ 2,160.00
Trip Charge	\$ 60.00	50	trip	6	6	\$ 360.00
Sample Pickup						\$ 8,400.00
Sample Pickup	\$ 90.00	4	hours	20	80	\$ 7,200.00
Trip Charge	\$ 60.00	50	trip	20	20	\$ 1,200.00

Fee Estimate
Materials Services
Rogers City Hall and Police Station-MIN-26
Terracon Proposal No. 1000016060

DESCRIPTION	RATE	QUANTITY	UNITS	TRIPS	TOTAL QUANTITY	TOTAL
Masonry Testing and Inspection (SI)						\$ 10,560.00
CMU Walls						\$ 7,200.00
Masonry Inspection	\$ 90.00	2	hours	12	24	\$ 2,160.00
Masonry Testing	\$ 90.00	4	hours	12	48	\$ 4,320.00
Trip Charge	\$ 60.00	50	trip	12	12	\$ 720.00
Sample Pickup						\$ 3,360.00
Sample Pickup	\$ 90.00	4	hours	8	32	\$ 2,880.00
Trip Charge	\$ 60.00	50	trip	8	8	\$ 480.00
Structural Steel Observation and Testing						\$ 12,200.00
Structural Steel Bolting (SI)						\$ 2,640.00
Bolting Inspection	\$ 150.00	4	hours	4	16	\$ 2,400.00
Trip Charge	\$ 60.00	50	trip	4	4	\$ 240.00
Structural Steel Visual (SI)						\$ 2,640.00
Welding Inspection	\$ 150.00	4	hours	4	16	\$ 2,400.00
Trip Charge	\$ 60.00	50	trip	4	4	\$ 240.00
Steel Decking Visual (SI)						\$ 2,640.00
Welding Inspection	\$ 150.00	4	hours	4	16	\$ 2,400.00
Trip Charge	\$ 60.00	50	trip	4	4	\$ 240.00
Structural Steel NDT Ultrasonic Testing						\$ 4,280.00
Ultrasonic Testing	\$ 150.00	4	hours	4	16	\$ 2,400.00
Ultrasonic Flaw Detection	\$ 410.00	1	Day	4	4	\$ 1,640.00
Trip Charge	\$ 60.00	50	trip	4	4	\$ 240.00
Spray Applied Fireproofing (SI)						\$ 2,500.00
Fireproofing Inspection	\$ 110.00	4	hours	5	20	\$ 2,200.00
Trip Charge	\$ 60.00	50	trip	5	5	\$ 300.00
Firestopping (SI)						\$ 2,500.00
Fire Stopping Inspection	\$ 110.00	4	hours	5	20	\$ 2,200.00
Trip Charge	\$ 60.00	50	trip	5	5	\$ 300.00
Laboratory Testing						\$ 14,050.00
Compressive Strength (Masonry Units)	\$ 300.00	3	tests	1	3	\$ 900.00
Compressive Strength (Grout)	\$ 50.00	60	tests	1	60	\$ 3,000.00
Compressive Strength (Concrete)	\$ 30.00	305	tests	1	305	\$ 9,150.00
Laboratory Compaction Characteristics (Standard)	\$ 200.00	5	tests	1	5	\$ 1,000.00
Project Closeout						\$ 400.00
Total						\$ 120,525.00

AGREEMENT FOR SERVICES

This **AGREEMENT** is between City of Rogers ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Rogers City Hall and Police Station-MIN-26-Proposal project ("Project"), as described in Consultant's Proposal dated 06/10/2026 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
- 6. LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single limit); (iv) umbrella liability (\$5,000,000 occ / agg); and (v) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.

Consultant: Terracon Consultants, Inc.
 By:  Date: 6/11/2026
 Name/Title: Brandon J Saeger / Department Manager III
 Address: 955 Wells St, Ste 100
Saint Paul, MN 55106
 Phone: (651) 770-1500 Fax: _____
 Email: Brandon.Saeger@terracon.com

Client: City of Rogers
 By: _____ Date: _____
 Name/Title: Doran Cote
 Address: 22350 SOUTH DIAMOND LAKE ROAD
ROGERS, MN 55374
 Phone: _____ Fax: _____
 Email: _____



STAFF REPORT
ROGERS CITY COUNCIL

Meeting Date: June 23, 2026

Agenda Item: 5.9

Subject: Approval of Resolution 2026-60 Authorizing a Letter of Credit Release for Towns at Fox Creek Grading

Prepared By: Eric Burtness, Community Development Specialist

Recommended Council Action

Motion to approve Resolution 2026-60 authorizing the release of the Towns at Fox Creek Grading Letter of Credit, contingent upon satisfactory completion and acceptance of the final grading inspection by the City Engineer.

Overview / Background / Analysis

M/I Homes of Minneapolis/St. Paul, LLC, developer of Towns at Fox Creek 3rd Addition, has substantially completed the grading improvements required under the Agreement Allowing Early Development Grading for Towns at Fox Creek dated May 13, 2023. The associated Letter of Credit, Wells Fargo Bank, N.A. No. IS000452384U, currently holds a balance of \$90,248.00 following a prior reduction in March 2025.

The City's engineering department has indicated that a final grading inspection has not yet been scheduled, and the developer has not yet responded to outstanding comments regarding the grading as-built drawings. Engineering is supportive of releasing the remaining grading LOC balance once these final items are satisfactorily completed and accepted, and has indicated a willingness to combine this final grading inspection with the final utility inspection if the developer wishes to do so.

To avoid requiring a second City Council action once these final inspection items are resolved, staff recommends that Council authorize the release of the grading LOC at this time, contingent upon satisfactory completion and acceptance of the final grading inspection (and final utility inspection, if combined) by the City Engineer.

Staff Recommendation

Staff recommends approval of Resolution 2026-60 authorizing the release of the Towns at Fox Creek Grading Letter of Credit, contingent upon satisfactory completion and acceptance of the final grading inspection by the City Engineer.

Financial Impact: N/A

Source Fund: N/A

Budgeted? N/A

Supporting Documentation

A. Resolution No. 2026-60 Towns at Fox Creek Grading



STAFF REPORT
ROGERS CITY COUNCIL

Meeting Date: June 23, 2026

Agenda Item: 5.10

Subject: Approval of Resolution 2026-61 Authorizing a Letter of Credit Reduction for Towns at Fox Creek 3rd Addition

Prepared By: Eric Burtness, Community Development Specialist

Recommended Council Action

Motion to approve Resolution 2026-61 authorizing a letter of credit reduction for the Towns at Fox Creek 3rd Addition.

Overview / Background / Analysis

M/I Homes of Minneapolis/St. Paul, LLC has submitted a request for a Letter of Credit (LOC) reduction for the Towns at Fox Creek 3rd Addition. Following final plat approval, work commenced on the site and has been progressing. The request reflects partial completion of public improvements as outlined in the Developer's Agreement for Towns at Fox Creek Third Addition Phase 3 dated January 14, 2025.

The City's engineering department has reviewed the contractor's pay application and associated progress and is recommending approval of the following LOC reductions:

Based on this review, staff recommends a reduction of the Letter of Credit from \$923,399.00 to \$401,498.00, a total reduction of \$521,901.00.

Letter of Credit Schedule

Improvement Category	Original Amounts	LOC %	Original LOC Amt.	Current LOC Amt.	% Complete	New LOC Amt.	Reduce By
Landscaping	65,000.00	125%	81,250.00	81,250.00	0.00%	81,250.00	0.00
Construction Road Improvements	-487,335.00	125%	609,168.75	603,077.00	64.00%	219,301.00	383,776.00
Construction Street Hynes Ct	-53,990.00	150%	80,985.00	80,985.00	90.00%	8,099.00	72,886.00
Construction Utility Imp. (Storm Sewer)	-149,975.00	150%	224,962.50	87,735.00	90.00%	22,496.00	65,239.00
Construction	-227,480.00	150%	341,220.00	34,122.00	90.00%	34,122.00	0.00

Utility Imp. (Water Main) Construction -	241,535.00	150%	362,302.50	36,230.00	90.00%	36,230.00	0.00
Utility Imp. (Sanitary Sewer)							
Total	1,225,315.0		1,699,886.7	923,399.0	30.70%	401,498.0	521,901.0

Staff Recommendation

Staff recommends approval of Resolution 2026-61 authorizing a letter of credit reduction for the Towns at Fox Creek 3rd Addition.

Financial Impact: N/A

Source Fund: N/A

Budgeted? N/A

Supporting Documentation

A. Resolution No. 2026-61 Towns at Fox Creek 3rd Addition

RESOLUTION NO. 2026 – 61

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

WHEREAS, in accordance with the Developer's Agreement for Towns at Fox Creek Third Addition Phase 3 dated January 14, 2025, M/I Homes of Minneapolis/St. Paul, LLC, developer of Towns at Fox Creek 3rd Addition, has agreed to install certain improvements for said development, and

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

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

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

1. That the financial guarantee requirements are and that the required guarantee and Wells Fargo Bank, N.A. Letter of Credit No. IS000527869U for the items be reduced from \$923,399.00 to \$401,498.00 for Towns at Fox Creek 3rd Addition.

Letter of Credit Schedule							
HARVEST VIEW PHASE 2 Category	Improvement Amounts	LOC %	Original LOC Amount	Revised LOC Amount	% Complete	New LOC Amount	Reduced LOC Amount
Landscaping	65,000.00	125%	81,250.00	81,250.00	0.00%	81,250.00	-
Construction – Road Improvements	487,335.00	125%	609,168.75	603,077.00	64.00%	219,301.00	383,776.00
Construction – Street Hynes Ct	53,990.00	150%	80,985.00	80,985.00	90.00%	8,099.00	72,886.00
Utility Improvements - (Storm Sewer)	149,975.00	150%	224,962.50	87,735.00	90.00%	22,496.00	65,239.00
Utility Improvements - (Watermain)	227,480.00	150%	341,220.00	34,122.00	90.00%	34,122.00	
Utility Improvements - (Sanitary Sewer)	241,535.00	150%	362,302.50	36,230.00	90.00%	36,230.00	
Total	1,225,315.00		1,699,886.75	923,399.00	30.70%	401,498.00	521,901.00

Councilmember _____ moved, Councilmember _____ seconded the motion.

The following voted in favor of said resolution:

The following voted against said resolution:

The following abstained:

Whereupon said resolution was declared duly passed and adopted, and was signed by the Mayor, and attested by the Clerk dated this 23rd day of June 2026

Mayor

ATTEST:

City Clerk



STAFF REPORT
ROGERS CITY COUNCIL

Meeting Date: June 23, 2026

Agenda Item: 5.11

Subject: Approval of Resolution 2026-62 Authorizing a Letter of Credit Reduction for Northview Preserve

Prepared By: Eric Burtness, Community Development Specialist

Recommended Council Action

Motion to approve Resolution 2026-62 authorizing a letter of credit reduction for the Northview Preserve Subdivision Agreement.

Overview / Background / Analysis

Summergate Development, LLC has submitted a request for a Letter of Credit (LOC) reduction for the Northview Preserve Subdivision Agreement. Work on the development has continued to progress. The request reflects partial completion of public improvements as outlined in the Subdivision Agreement – Northview Preserve.

The City's engineering department has reviewed the contractor invoices and associated progress and is recommending approval of the following LOC reductions: Based on this review, staff recommends a reduction of the Letter of Credit from \$2,455,026.00 to \$1,899,707.00, a total reduction of \$555,319.00.

Letter of Credit Schedule

Improvement Category	Original Amounts	LOC %	Original LOC Amt.	Current LOC Amt.	% Complete	New LOC Amt.	Reduction
Landscaping \$1,000/Unit	-75,000.00	125%	93,750.00	93,750.00	0.00%	93,750.00	0.00
Road Improvements	1,347,412.00	150%	2,021,118.00	1,394,571.00	39.00%	1,232,882.00	161,600
Utility Improvements - (Storm Sewer)	1,053,294.00	150%	1,579,941.00	552,979.00	79.00%	331,788.00	221,600
Utility Improvements - (Watermain)	638,664.00	150%	957,996.00	268,239.00	90.00%	95,800.00	172,400
Utility Improvements - (Sanitary)	969,910.00	150%	1,454,865.00	145,487.00	90.00%	145,487.00	0.00

Sewer)						
Total	4,084,280.0	6,107,670.0	2,455,026.0	68.90%	1,899,707.0	555,300.0
	0	0	0		0	

Staff Recommendation

Staff recommends approval of Resolution 2026-62 authorizing a letter of credit reduction for the Northview Preserve Subdivision Agreement.

Financial Impact: N/A

Source Fund: N/A

Budgeted? N/A

Supporting Documentation

A. Resolution No. 2026-62 Northview Preserve Subdivision Agreement

RESOLUTION NO. 2026 - 62

**A RESOLUTION AUTHORIZING A LETTER OF CREDIT REDUCTION FOR
NORTHVIEW PRESERVE SUBDIVISION AGREEMENT**

WHEREAS, in accordance with the Subdivision Agreement – Northview Preserve dated on or about May 27, 2025, Summergate Development, LLC, developer of Northview Preserve, has agreed to install certain improvements for said development, and

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

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

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

1. That the financial guarantee requirements are and that the required guarantee and MidWestOne Bank Letter of Credit No. 1347 for the items be reduced from \$2,455,026.00 to \$1,899,707.00 for Northview Preserve Subdivision Agreement.

Letter of Credit Schedule							
HARVEST VIEW PHASE 2 Category	Improvement Amounts	LOC %	Original LOC Amount	Revised LOC Amount	% Complete	New LOC Amount	Reduced LOC Amount
Landscaping	75,000.00	125%	93,750.00	93,750.00	0.00%	93,750.00	-
Construction – Road Improvements	1,347,412.00	125%	2,021,118.00	1,394,571.00	39.00%	1,232,882.00	161,689.00
Utility Improvements - (Storm Sewer)	1,053,294.00	150%	1,579,941.00	552,979.00	79.00%	331,788.00	221,191.00
Utility Improvements - (Watermain)	638,664.00	150%	957,996.00	268,239.00	90.00%	95,800.00	172,439.00
Utility Improvements - (Sanitary Sewer)	969,910.00	150%	1,454,865.00	145,487.00	90.00%	145,487.00	
Total	4,084,280.00		6,107,670.00	2,455,026.00	68.90%	1,899,707.00	555,319.00

Councilmember
motion.

moved, Councilmember

seconded the

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 23rd day of June 2026

Mayor

ATTEST:

City Clerk



STAFF REPORT
ROGERS CITY COUNCIL

Meeting Date: June 23, 2026
Agenda Item: 5.12

Subject: Approval of Resolution 2026-63 Authorizing a Letter of Credit Reduction for Aster Mill 3rd Addition

Prepared By: Eric Burtness, Community Development Specialist

Recommended Council Action

Motion to approve Resolution 2026-63 authorizing a letter of credit reduction for the Aster Mill 3rd Addition.

Overview / Background / Analysis

PulteGroup, Inc. on behalf of Pulte Homes of Minnesota, LLC has submitted a request for a Letter of Credit (LOC) reduction for the Aster Mill 3rd Addition. Work on the development has continued to progress. The request reflects partial completion of public improvements as outlined in the Subdivision Agreement for Phase 3 of the Aster Mill Community dated April 9, 2024.

The City's engineering department has reviewed the contractor invoices and associated progress and is recommending approval of the following LOC reductions:

Based on this review, staff recommends a reduction of the Letter of Credit from \$1,966,329.00 to \$359,468.00, a total reduction of \$1,606,861.00.

Letter of Credit Schedule

Improvement Category	Original Amounts	LOC %	Original LOC Amt.	Current LOC Amt.	% Complete	New LOC Amt.	Reduction
Landscaping \$1,000/Unit	-56,000.00	125%	70,000.00	70,000.00	0.00%	70,000.00	0.00
Road Improvements	665,560.00	150%	998,340.00	998,340.00	80.00%	199,668.00	798,670
Utility Improvements - (Storm Sewer)	104,277.00	150%	156,416.00	156,416.00	90.00%	15,642.00	140,770
Utility Improvements - (Watermain)	244,265.00	150%	366,398.00	366,398.00	90.00%	36,640.00	329,750
Utility Improvements	250,117.00	150%	375,175.00	375,175.00	90.00%	37,518.00	337,650

- (Sanitary Sewer)						
Total	1,320,219.0	1,966,329.0	1,966,329.0	81.72%	359,468.0	1,606,8
	0	0	0		0	

Staff Recommendation

Staff recommends approval of Resolution 2026-63 authorizing a letter of credit reduction for the Aster Mill 3rd Addition.

Financial Impact: N/A

Source Fund: N/A

Budgeted? N/A

Supporting Documentation

A. Resolution No. 2026-63 Aster Mills 3rd Reduction

RESOLUTION NO. 2026 - 63

A RESOLUTION AUTHORIZING A LETTER OF CREDIT REDUCTION FOR ASTER MILL 3RD ADDITION

WHEREAS, in accordance with the Subdivision Agreement for Phase 3 of the Aster Mill Community dated April 9, 2024, PulteGroup, Inc. on behalf of Pulte Homes of Minnesota, LLC, developer of Aster Mill 3rd Addition, has agreed to install certain improvements for said development, and

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

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

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

1. That the financial guarantee requirements are and that the required guarantee and Wells Fargo Bank, N.A. Letter of Credit No. IS000458048U for the items be reduced from \$1,966,329.00 to \$359,468.00 for Aster Mill 3rd Addition.

Letter of Credit Schedule							
HARVEST VIEW PHASE 2 Category	Improvement Amounts	LOC %	Original LOC Amount	Revised LOC Amount	% Complete	New LOC Amount	Reduced LOC Amount
Landscaping	56,000.00	125%	70,000.00	70,000.00	0.00%	70,000.00	-
Construction – Road Improvements	665,560.00	125%	998,340.00	998,340.00	80.00%	199,668.00	798,672.00
Utility Improvements - (Storm Sewer)	104,277.00	150%	156,416.00	156,416.00	90.00%	15,642.00	140,774.00
Utility Improvements - (Watermain)	244,265.00	150%	366,398.00	366,398.00	90.00%	36,640.00	329,758.00
Utility Improvements - (Sanitary Sewer)	250,117.00	150%	375,175.00	375,175.00	90.00%	37,518.00	337,657.00
Total	1,320,219.00		1,966,329.00	1,966,320.00	81.72%	359,468.00	1,606,861.00

Councilmember
motion.

moved, Councilmember

seconded the

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 23rd day of June 2026

Mayor

ATTEST:

City Clerk



STAFF REPORT
ROGERS CITY COUNCIL

Meeting Date: June 23, 2026

Agenda Item: 5.13

Subject: Approval of Items Related to Trailers Plus at 19520 County Rd 81

- Authorizing a Stormwater Maintenance Agreement
- Authorizing a Drainage & Utility Easement

Prepared By: Eric Burtness, Community Development Specialist

Recommended Council Action

Motion to approve the Stormwater Maintenance Agreement and Permanent Drainage and Utility Easement for Trailers Plus and authorization for the Mayor and City Administrator to execute the agreements.

Overview / Background / Analysis

The City Council approved a Site Plan and related Variance for Trailers Plus, located at 19520 County Road 81, by Resolution No. 2026-26 on March 10, 2026. As a condition of that approval, the Applicant, Interstate Group LLC, is required to obtain approval from the Elm Creek Watershed Management Commission (ECWMC) for stormwater management improvements and to comply with all Engineering and Community Development conditions prior to issuance of permits.

Consistent with these conditions, staff has prepared the following two agreements for the Trailers Plus site, which establish the City's standard requirements for stormwater facility maintenance and secure a permanent easement over the drainage and utility improvements serving the site:

- Stormwater Maintenance Agreement, establishes the Developer's ongoing responsibility to inspect and maintain the on-site filtration basin and associated stormwater improvements, and the City's right to perform such maintenance and assess costs to the property if the Developer fails to do so.
- Permanent Drainage and Utility Easement, grants the City a permanent easement over the drainage and utility easement area depicted on the approved Site and Grading Plans, allowing the City to access, inspect, and maintain the drainage and utility infrastructure serving the site.

Both documents have been prepared using the City's standard templates, incorporating the project-specific legal descriptions, exhibits, and engineering details prepared by the Applicant's engineer, Loucks.

Staff Recommendation

Staff recommends approval of the Stormwater Maintenance Agreement and the Permanent Drainage and Utility Easement for Trailers Plus, and that the Mayor and City Administrator be authorized to execute both documents on behalf of the City.

Financial Impact: N/A

Source Fund: N/A

Budgeted? N/A

Supporting Documentation

- A. Trailers Plus Drainage and Utility Easement
- B. Trailers Plus Stormwater Maintenance Agreement
- C. Resolution 2026-26 Approving Site Plan & Variance - 19520 CR 81 - Trailers Plus

PERMANENT DRAINAGE AND UTILITY EASEMENT

THIS PERMANENT DRAINAGE AND UTILITY EASEMENT INSTRUMENT is made by Interstate Group LLC, a limited liability company (the “**Grantor**”), in favor of the City of Rogers, a Minnesota municipal corporation, (the “**Grantee,**” or “**City**”).

Grantor is the fee owner of that certain real property located in Hennepin County, Minnesota, legally described on the attached **Exhibit A** (the “**Property**”).

Terms of Easement

1. Grant of Easement. For good and valuable consideration, Grantor grants and conveys to the Grantee the following easement:

Permanent non-exclusive easement for drainage and utility purposes over, under, across and through those parts of the Property legally described on the attached **Exhibit B**, and further depicted on the attached **Exhibit C** (the “**Easement Area**”), according to the terms and conditions contained herein (the “**Easement**”).

2. Scope of Easement. The permanent Easement granted herein includes the right of the City, its contractors, agents, and employees to install, locate, construct, operate, maintain, alter, repair, improve, and replace the utilities, drainage ways and stormwater facilities in, over, across, beneath and above the Easement Area. The Easement granted herein also includes the right to cut, trim, or remove from the Easement Area such trees, shrubs, or other vegetation as in the City’s judgment unreasonably interfere with the Easement or facilities of the City, its successors, or assigns.

3. Warranty of Title. Grantor warrants that Grantor is the fee owner of the Property, and that Grantor has the right, title and capacity to convey the Easement herein to Grantee.

4. Environmental Matters. Grantee shall not be responsible for any costs, expenses, damages, demands, and obligations, including penalties and reasonable attorneys’ fees, or losses resulting from any claims, actions, suits or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants which may have existed on, or which relate to, the Easement or Property prior to the date of this instrument.

5. Binding Effect. The terms and conditions of this instrument shall run with the land and be binding on Grantor, its successors and assigns.

STATE DEED TAX DUE HEREON: NONE

Dated _____, 20__

GRANTOR:

INTERSTATE GROUP LLC

By: _____

Printed Name: _____

It's: _____

STATE OF _____)

) SS.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, the _____ of Interstate Group LLC, a _____ limited liability company, on behalf of the company, as Grantor.

Notary Public

THIS INSTRUMENT DRAFTED BY:

City of Rogers

22350 South Diamond Lake Road

Rogers, MN 55374

(763) 428-2253

EXHIBIT A

Legal Description of the Property

All that part of the East 1/2 of the West 1/2 of the Southeast Quarter of Section 25, Township 120 North, Range 23 West of the 5th Principal Meridian, which lies North of the centerline of County Road 81 (formerly known as State Highway No. 152), except those portions taken for County Road 81 (formerly known as State Highway No. 152) and Interstate Highway No. 94, Hennepin County, Minnesota.

Abstract Property

PID: 25-120-23-42-0001

EXHIBIT B

Legal Description of the Easement

Drainage & Utility Easement

June 8, 2026

That part of the East 1/2 of the West 1/2 of the Southeast Quarter of Section 25, Township 120 North, Range 23 West of the 5th Principal Meridian, which lies North of the centerline of County Road 81 (formerly known as State Highway No. 152), except those portions taken for County Road 81 (formerly known as State Highway No. 152) and Interstate Highway No. 94, Hennepin County, Minnesota.

Said part being more particularly described as follows:

The southwesterly 10.00 feet, easterly 5.00 feet, and northerly 5.00 feet of the above-described property.

Together with that part of the above-described property lying to the right of the following described line:

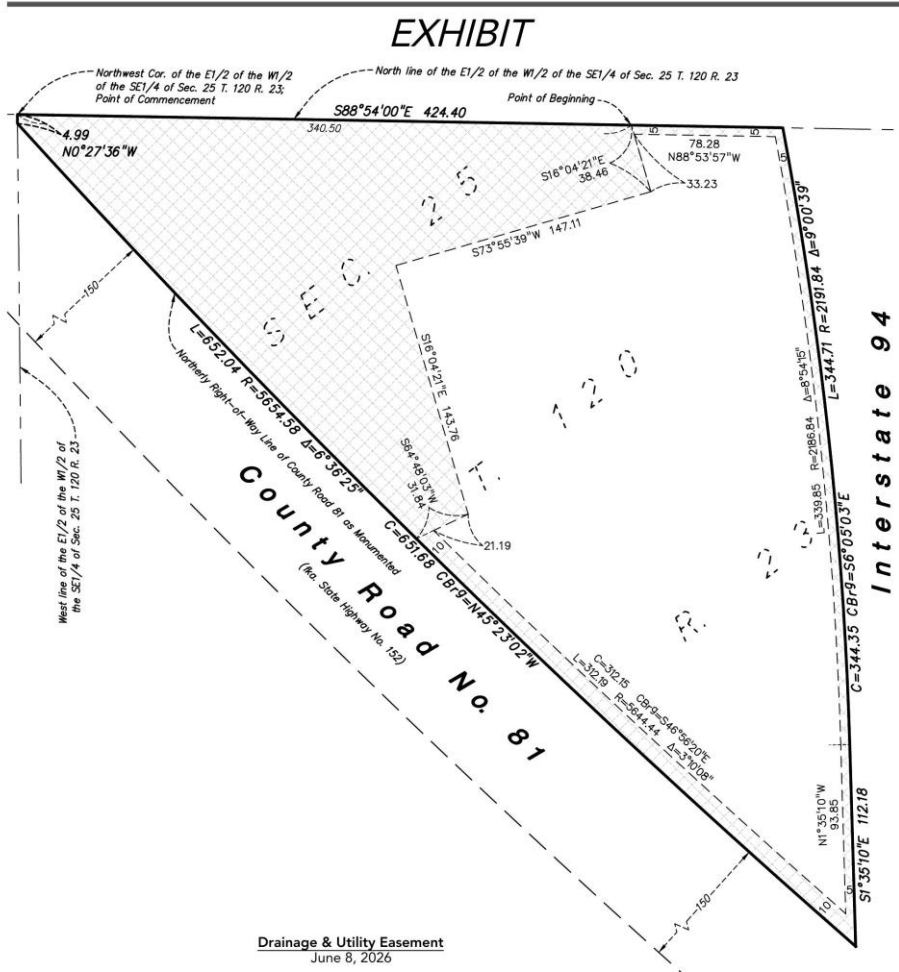
Commencing at the northwest corner of said East 1/2 of the West 1/2 of the Southeast Quarter; thence on an assumed bearing of South 88 degrees 54 minutes 00 seconds East along the north line of said East 1/2 of the West 1/2 of the Southeast Quarter, a distance of 340.50 feet to the point of beginning of the land to be described; thence South 16 degrees 04 minutes 21 seconds East 38.46 feet; thence South 73 degrees 55 minutes 39 seconds West 147.11 feet; thence South 16 degrees 04 minutes 21 seconds East 143.76 feet; thence South 64 degrees 48 minutes 03 seconds West 31.84 feet to the northerly Right-of-Way Line of County Road 81, and said line there terminating.

Easement Area: 41,066 +/- square feet

Prepared by: Loucks, 7200 Hemlock Lane, Suite 300, Maple Grove, MN 55369

EXHIBIT C

Depiction of the Easement Area



Drainage & Utility Easement
June 8, 2026

That part of the East 1/2 of the West 1/2 of the Southeast Quarter of Section 25, Township 120 North, Range 23 West of the 5th Principal Meridian, which lies North of the centerline of County Road 81 (formerly known as State Highway No. 152), except those portions taken for County Road 81 (formerly known as State Highway No. 152) and Interstate Highway No. 94, Hennepin County, Minnesota.

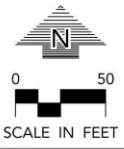
Said part being more particularly described as follows:

The southwesterly 10.00 feet, easterly 5.00 feet, and northerly 5.00 feet of the above described property.

Together with that part of the above described property lying to the right of the following described line:

Commencing at the northwest corner of said East 1/2 of the West 1/2 of the Southeast Quarter; thence on an assumed bearing of South 88 degrees 54 minutes 00 seconds East along the north line of said East 1/2 of the West 1/2 of the Southeast Quarter, a distance of 340.50 feet to the point of beginning of the land to be described; thence South 16 degrees 04 minutes 21 seconds East 38.46 feet; thence South 73 degrees 55 minutes 39 seconds West 147.11 feet; thence South 16 degrees 04 minutes 21 seconds East 143.76 feet; thence South 64 degrees 48 minutes 03 seconds West 31.84 feet to the northerly Right-of-Way Line of County Road 81, and said line there terminating.

□ EASEMENT AREA
41,066 +/- SQUARE FEET



PROFESSIONAL SIGNATURE
I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.
Dillon J. Teas
Dillon J. Teas - PLS License No. 62268 06/08/26 Date

QUALITY CONTROL
Loucks Project No. 09052A
Drawn By KMM
Checked By DJT
Field Crew
SUBMITTAL/REVISIONS
06/08/26 EXHIBIT ISSUED

EXHIBIT
19520 COUNTY ROAD 81
ROGERS, MN 55311
PREPARED FOR
INTERSTATE GROUP LLC

LOUCKS
7200 Hemlock Lane, Suite 300
Maple Grove, MN 55369
763.424.5505
www.loucksgroup.com

W:\2009\09052\CADD DATA\SURVEY\dwg Sheet Files\09052A-EXH.DWG

STORMWATER MAINTENANCE AGREEMENT

TRAILERS PLUS ROGERS

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 Interstate Group LLC, located at 3800 Airport Road, Nampa, Idaho 83687 (“Developer”).

RECITALS

This Stormwater Maintenance Agreement applies to the Trailers Plus Rogers site located at 19520 County Road 81, Rogers, Minnesota, and legally described as attached in **Exhibit A** (“Subject Property”), consisting of approximately 2.40 gross acres, PID 25-120-23-42-0001.

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

The City Council approved the Site Plan and a related Variance for Trailers Plus by Resolution No. 2026-26 on March 10, 2026 (“City Approval”). The City Engineer will approve the Grading, Drainage, and Utility Plans prior to construction.

The Developer intends to construct within the Drainage and Utility Easement area (“Easement Area”), as described in **Exhibit B** and illustrated on the Site and Grading Plans, certain stormwater improvements (“Stormwater Improvements”) as depicted in **Exhibit C** and **Exhibit D** for the benefit of the Subject Property. The primary stormwater management facility is a filtration basin located in the northwest portion of the site, designed with a bottom elevation of 944.00 and a high water level of 946.30, served by storm sewer and an underdrain/drain tile system, and including a sump structure with a floatable-skimming device.

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

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 such provisions are to be set forth in an agreement to be recorded in the real estate records.

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

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

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 E**. 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.

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 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.

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.

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.

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:

Interstate Group LLC

3800 Airport Road

Nampa, ID 83687

Attn: _____

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.

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.

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

[Balance of this page intentionally left blank]

INTERSTATE GROUP LLC

Printed Name: _____

Its: _____

STATE OF _____)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____
2026, by _____, the _____ of Interstate Group LLC, 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

TRAILERS PLUS ROGERS

LEGAL DESCRIPTION OF THE PROPERTY

All that part of the East 1/2 of the West 1/2 of the Southeast Quarter of Section 25, Township 120 North, Range 23 West of the 5th Principal Meridian, which lies North of the centerline of County Road 81 (formerly known as State Highway No. 152), except those portions taken for County Road 81 (formerly known as State Highway No. 152) and Interstate Highway No. 94, Hennepin County, Minnesota.

Abstract Property

PID: 25-120-23-42-0001

EXHIBIT B

TRAILERS PLUS ROGERS

LEGAL DESCRIPTION OF DRAINAGE AND UTILITY EASEMENT

That part of the East 1/2 of the West 1/2 of the Southeast Quarter of Section 25, Township 120 North, Range 23 West of the 5th Principal Meridian, which lies North of the centerline of County Road 81 (formerly known as State Highway No. 152), except those portions taken for County Road 81 (formerly known as State Highway No. 152) and Interstate Highway No. 94, Hennepin County, Minnesota.

Said part being more particularly described as follows:

The southwesterly 10.00 feet, easterly 5.00 feet, and northerly 5.00 feet of the above described property.

Together with that part of the above described property lying to the right of the following described line:

Commencing at the northwest corner of said East 1/2 of the West 1/2 of the Southeast Quarter; thence on an assumed bearing of South 88 degrees 54 minutes 00 seconds East along the north line of said East 1/2 of the West 1/2 of the Southeast Quarter, a distance of 340.50 feet to the point of beginning of the land to be described; thence South 16 degrees 04 minutes 21 seconds East 38.46 feet; thence South 73 degrees 55 minutes 39 seconds West 147.11 feet; thence South 16 degrees 04 minutes 21 seconds East 143.76 feet; thence South 64 degrees 48 minutes 03 seconds West 31.84 feet to the northerly Right-of-Way Line of County Road 81, and said line there terminating.

Easement Area: 41,066 +/- square feet (per Loucks Exhibit dated June 8, 2026)

EXHIBIT C

TRAILERS PLUS ROGERS

DEPICTION OF STORMWATER IMPROVEMENTS – GRADING PLAN

[See attached Filtration Basin Detail, Grading Plan (Sheet C3-1), Loucks Project No. 090052B, dated 02/06/26]

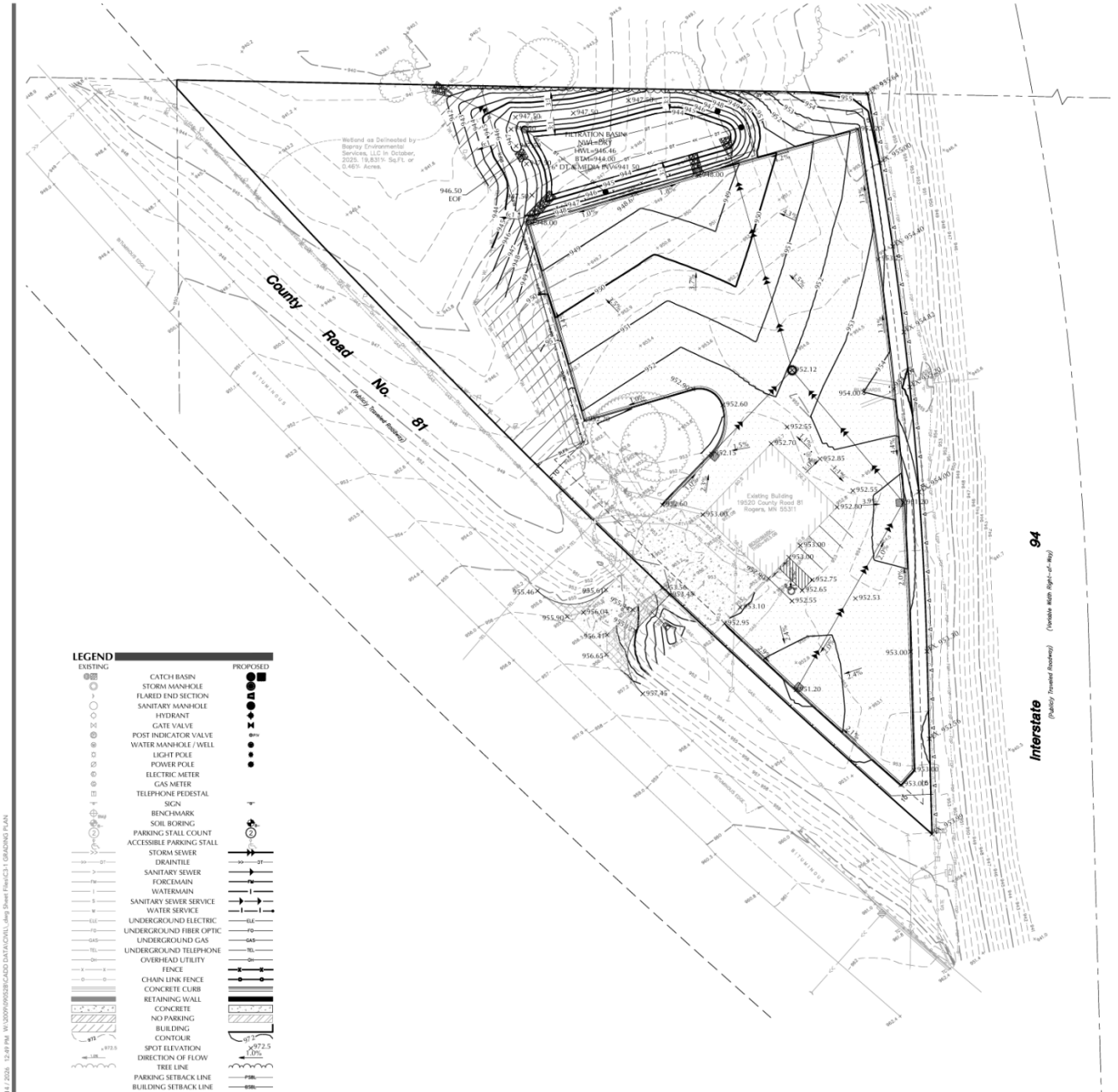
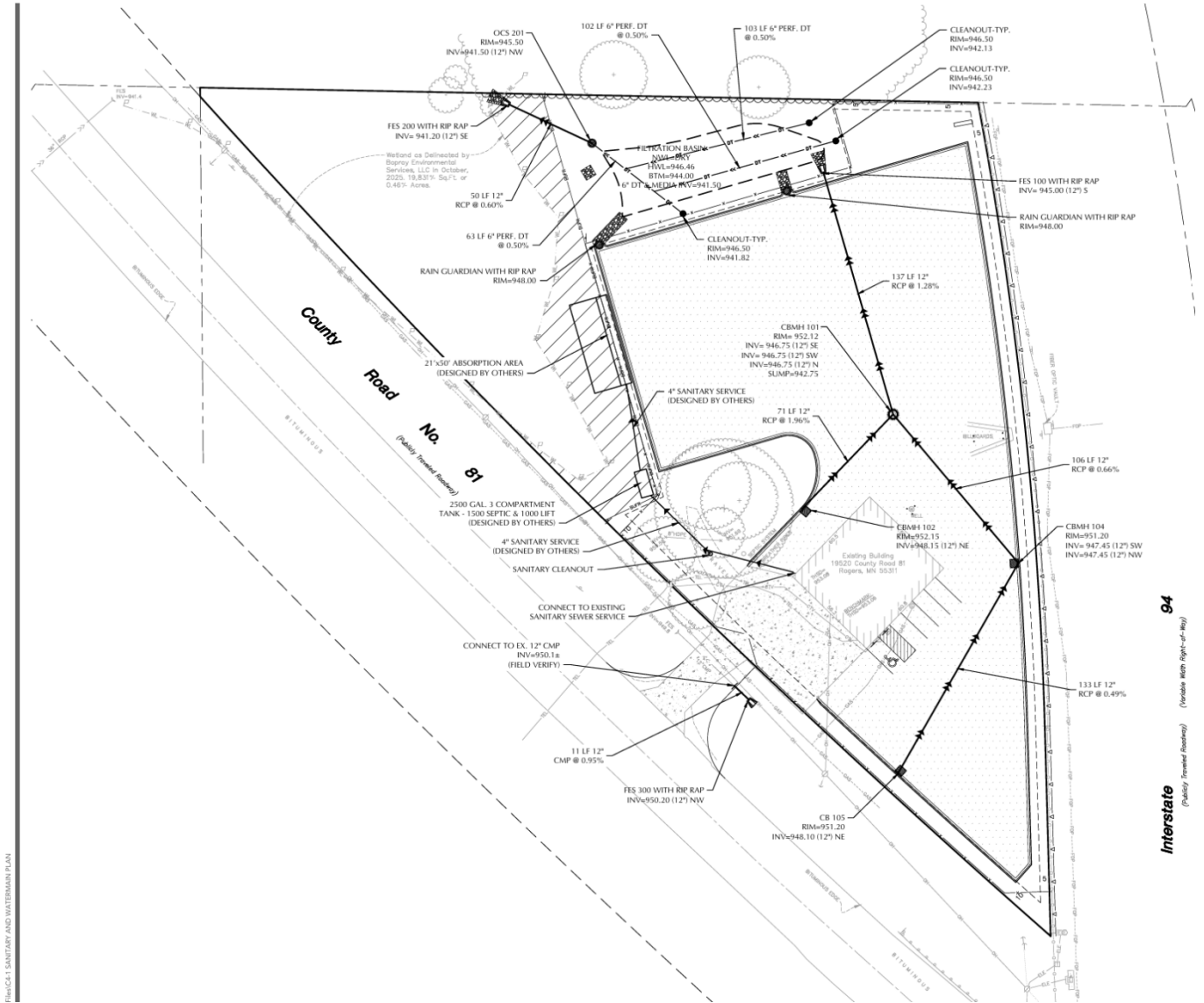


EXHIBIT D

TRAILERS PLUS ROGERS

DEPICTION OF STORMWATER IMPROVEMENTS – UTILITY PLAN

[See attached Filtration Basin Detail, Utility Plan (Sheet C4-1), Loucks Project No. 090052B, dated 02/06/26]



PROJECT: SANITARY AND WATERMAIN PLAN

94
Interstate
(Public Road Right-of-Way)

EXHIBIT E
TRAILERS PLUS ROGERS
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.
Sump structure / skimmer device	Monitor annually, remove sediment and accumulated floatables annually, and repair as needed.
Inlet / outlet structures (CBMH 101-105, CB 103, CB 106, FES 100, FES 200)	Monitor annually and repair as needed.
Underdrain / drain tile system	Monitor annually and repair as needed. Inspect cleanout structures and confirm drain tile is functioning as designed.
Filtration media	Monitor annually, clean and repair as needed. When the filtering capacity of the filtration basin diminishes substantially (i.e., when water ponds on the surface of the basin 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.

RESOLUTION NO. 2026-26

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

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

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

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

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

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

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

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

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

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

WHEREAS, the City Council finds that:

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

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

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

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

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

Councilmember Jullie moved, Councilmember Brockman seconded the motion.

The following voted in favor of said resolution: Klick, Eiden, Jullie, Brockman
The following voted against said resolution: None
The following abstained: None

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

Shannon Klick

Shannon Klick, Mayor

ATTEST:

Stacie Brown

Stacie Brown, City Clerk





STAFF REPORT

Meeting Date: June 23, 2026

ROGERS CITY COUNCIL

Agenda Item: 7.1

Subject: Approve Resolution No. 2026-57 Hiring Zachary Wells as Full-Time Police Officer, June 24, 2026, Subject to the Conditions Set Forth in the Resolution

Prepared By: Dan Wills, Chief of Police

Recommended Council Action

Motion to Approve Resolution No. 2026-57 Hiring Zachary Wells as Full-Time Police Officer, June 24, 2026, subject to the conditions set forth in the resolution

Overview / Background / Analysis

At the December 9, 2025, Rogers City Council Meeting, the City Council approved a Deputy Chief of Police position in the 2026 police department budget. The subsequent backfills included promoting a captain internally, backfilling a police sergeant internally, and hiring a new police officer. Zachary's hiring brings us to a sworn officer strength of 25 officers.

Zachary is from Princeton, Minnesota, and recently graduated with a Bachelor of Science degree from St. Cloud State University in Criminal Justice. He previously worked with Stearns County Sheriff's Office as a Water & Park Patrol Officer and more recently began as Community Service Officer with our department in February 2026. A swearing-in ceremony will be conducted at a future City Council meeting upon Zachary successfully passing our Field Training program. Zachary is very excited to continue his employment here in Rogers as a patrol officer and will be an excellent fit for the patrol division!

Zachary successfully passed his pre-employment conditions and was recommended for hire. The conditions of his employment are specified in the Resolution attached to this agenda item.

Staff Recommendation

Approve Resolution No. 2026-57 Hiring Zachary Wells as Full-Time Police Officer, June 24, 2026, subject to the conditions set forth in the resolution

Financial Impact:

Source Fund:

Budgeted? Yes

Supporting Documentation

A. 2026-57 Hiring Zachary Wells as Police Officer

RESOLUTION NO. 2026-57

**A RESOLUTION HIRING ZACHARY WELLS AS A FULL TIME
POLICE OFFICER EFFECTIVE JUNE 24, 2026**

WHEREAS, the City Council of the City of Rogers authorized the hiring of a full-time police officer.

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

1. That Zachary Wells was hereby authorized and hired as a police officer (peace officer) for the City of Rogers Police Department and to work full-time on June 24, 2026, and subject to the conditions hereinafter set forth.
2. That the initial twelve months of his employment shall be a probationary term and accordingly his appointment and hiring may be terminated during such period with or without cause.
3. That as a condition of such employment, he shall at all times be duly licensed by the Board of Peace Officer Standards and Training as a Peace Officer.
4. He shall perform such police duties at such times and places and in such a manner as the Chief of Police of the City of Rogers and the City Council, as a whole, may from time to time direct, and shall be compensated by the City in such manner that the City Council, as a whole, shall from time to time provide.

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 23rd day of June, 2026.

Mayor

ATTEST:

City Clerk



STAFF REPORT
ROGERS CITY COUNCIL

Meeting Date: June 23, 2026

Agenda Item: 7.2

Subject: Approval to Proceed with North Community Park Playground Plan per the 2026 CIP

Prepared By: Mike Bauer, Parks & Recreation Director

Overview / Background / Analysis

In November 2025, the City of Rogers issued a Request for Proposals (RFP) to fully replace the North Community Park playground. The RFP included the removal and replacement of the existing playground, installed 25 years ago and now at the end of its useful life, and the conversion of the sand play area into a water-misting feature. Project goals included:

- A \$1,000,000 all-inclusive turnkey budget (equipment, installation, surfacing, drainage, and specialty features)
- Conversion of the sand play area to a high-accessibility, low-water-use misting feature
- A fully accessible playground with a majority poured-in-place rubber surface
- Defined play areas for ages 2–5 and 5–12
- Swings including toddler, belt, inclusive, and/or adaptive seating
- Shade elements
- Multiple inclusive ground-level play features

The RFP closed on December 8, 2025. Four firms submitted six complete proposals, all within the budget. The Parks and Recreation Advisory Commission requested revisions to three of the top designs.

At the February Parks and Recreation Advisory Commission meeting, the public and Commission reviewed finalist proposals and directed GameTime/MWP Recreation and Weber Recreation/Miracle Recreation to submit revised concepts. Updated designs included adjustments related to accessibility, layout, features, and budget alignment.

At the May meeting, the Commission recommended gathering additional community input. The City conducted an online survey from June 1–9, with the following results:

Total responses: 178

- Option A – Weber Recreation: 38
- Option B – GameTime/MWP Recreation: 140

A strong majority favored the GameTime/MWP Recreation concept.

Renderings and video materials for the updated GameTime plan are available at:

[RENDERINGS](#)

[VIDEO](#)

At the June 11 Parks and Recreation Advisory Commission meeting, the Commission unanimously recommended the GameTime/MWP Recreation plan, pending confirmation that the design aligns with City branding guidelines in coordination with the City Communications Coordinator. The GameTime/MWP Recreation proposal meets all RFP requirements and includes the revisions requested by the Commission. It provides a well-organized layout, strong accessibility, appropriate age-grouped play areas, and high-value inclusive features. The proposal aligns with the 2026 CIP budget and supports the City's goal of creating a destination-level, fully accessible playground for the community. The total price for the equipment, surfacing and installation of the playground equipment is \$971,507.41 to MWP Recreation, with the remaining budgeted dollars going to site furnishings and painting the pavilion to match the new equipment.

Survey results and the Commission's unanimous June 11 recommendation further reinforce the selection of GameTime/MWP Recreation.





Staff Recommendation

Approve the North Community Park playground plan as identified in the 2026 CIP and authorize staff to proceed with contracting GameTime/MWP Recreation, including any required coordination on City branding elements.

Financial Impact: \$1,000,000

Source Fund: 404-Park Dedication

Budgeted? Yes

Supporting Documentation

- A. Materials_Install_Quotes
- B. Top_View_Drawings

QUOTE

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M-RFP North Community Park - Rogers, MN - D12928L2

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
-----Ages 2-5-----				
1	RDU	GameTime - Powerscape ADA Ramped Play Unit, Ages 2-5 <i>Custom: 2 Color HDPE: _____, Accent: _____, Basic: _____,</i> <i>Deck:Pvc: _____, Fabric 1: _____, HDPE: _____, Roto Plastic:</i> <i>_____, Tube: _____</i> <ul style="list-style-type: none"> • (1) 16465 – Slide Transfer (Ada) • (4) 26094 – Triangular Shroud • (1) 36000 – Bubble Climbing Wall • (1) 36003 – Ladder Climbing Wall • (1) 36014 – Arched Chain Net Link • (1) 36023 – 3 Way X-Pod Step • (1) 36030 – Single Link Cross Beam Powerscape Plus • (3) 39012 – Tot'S Leaf • (1) 80082 – Slide Transfer • (3) 80612 – Deck Curb • (2) 80689 – Handhold Package • (2) 81680 – Single Seat • (2) 90005 – Two Piece Hex Deck, Ada Ramp Access • (1) 90186 – Ashiko & Djembe Panel • (1) 90188 – Calabazo Panel • (1) 90189 – Ganza Panel • (1) 90190 – Udu Panel • (2) 90264 – 6' Upright, Alum • (5) 90265 – 7' Upright, Alum • (5) 90266 – 8' Upright, Alum • (2) 90267 – 9' Upright, Alum • (1) 90288 – 2' Straight Tube Slide, 30" Dia • (1) 91024 – Drivers Panel Above Deck • (1) 91557 – 6' Ramp Attachment (Barrier) • (1) 91558 – 6' Ramp Link (Barrier) 	\$49,513.08	\$49,513.08



QUOTE

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- (1) 91580 – Animal Race Half Panel
- (2) 91599 – HDPE Vertical Ladder 1'6"
- (1) 91608 – 15' Sunblox Umbrella Canopy
- (1) 91698 – Preschool Horizontal Ladder
- (1) 91721 – Wayfinder Sign - Climb
- (3) 91725 – Wayfinder Sign - Ramp
- (1) 91900 – 2'-6" Zip Slide
- (3) 91931 – Entryway (Versa)
- (4) G90262 – 4' Upright, Galv
- (2) G90266 – 8' Upright, Galv
- (1) G90267 – 9' Upright, Galv
- (1) G90270 – 12' Upright, Galv

1	RDU	GameTime - Primetime ADA Swing Set, Ages 2-5 Custom: Basic: _____, Roto Plastic: _____ <ul style="list-style-type: none"> • (1) 5320 – 8' ADA Primetime Swing Frame • (1) 5317 – 8' Primetime Swing Add-A-Bay • (2) 5293 – Enclosed Tot Seat for 8' Toprail • (1) 5295 – Expression Swing 8' Toprail Height • (1) 5377 – Zero-G (2-5) Beige 8' Height 	\$7,253.00	\$7,253.00
1	3206	GameTime - FS Sensory Wave Arch System Roto Plastic: _____	\$7,482.00	\$7,482.00
1	3904	GameTime - Bells 20" 1S	\$1,345.00	\$1,345.00
1	3928	GameTime - Fun Mirror 12" 1S	\$405.00	\$405.00
1	3942	GameTime - Hourglass 12" 2S	\$1,471.00	\$1,471.00
1	5032	GameTime - 2-5 Age Appropriate Fiberglass Sign Basic: _____	\$2,084.00	\$2,084.00
1	6258	GameTime - Sensory Cove Climber - Triangle Basic: _____, Roof: _____, Roof 2: _____	\$3,698.00	\$3,698.00
1	6375	GameTime - Communication Board Accent: _____	\$2,887.00	\$2,887.00
1	6376	GameTime - Duo Spinner Basic: _____, Roto Plastic: _____	\$2,930.00	\$2,930.00

-----Ages 5-12-----

1	RDU	GameTime - Powerscape ADA Ramped Play Unit, Ages 5-12 Custom: 2 Color HDPE: _____, Accent 2: _____, Accent: _____, Arch: _____, Basic: _____, Cabling: _____, Deck:Pvc: _____, Fabric 1: _____, HDPE: _____, Metal Roof: _____, Roto Plastic: _____, Tube: _____, Roto Plastic: _____, RotoPlastic2: _____ <ul style="list-style-type: none"> • (1) 564 – Curved Balance Beam • (1) 4962 – Echo Chamber • (4) 6232 – Pod (1'-0") • (1) 16465 – Slide Transfer (Ada) • (1) 16700 – Ada49"Sq Punch Steel Deck • (1) 16701 – Ada 49"Tri Punch Steel Dk • (1) 16712 – Grade-1'-0"Deck Ramp 	\$179,885.88	\$179,885.88
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QUOTE

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- (3) 16717 – 147" Ada Ramp Link
- (1) 6863RP – Arise Climber
- (1) 6867RP – Aventus Tower 12' Slide
- (1) 6869RP – Arise Climber w/Cover
- (1) 6870RP – Inclusive Play Pocket (Tower)
- (6) 6880RP – Aventus Talk Tube
- (1) 7294RP – Aventus Tower
- (2) 7295RP – Aventus Tw Steel Panel Med
- (1) 7296RP – Aventus Tw Steel Panel Sm
- (1) 7297RP – Aventus Internal Climber-Steel
- (4) 80001 – 49"Tri Punched Steel Deck
- (1) 80082 – Slide Transfer
- (2) 80612 – Deck Curb
- (2) 80689 – Handhold Package
- (1) 81483 – 90 Deg Loop Ladder Link
- (1) 81680 – Single Seat
- (1) 81688 – Therapeutic Rings Attch
- (1) 81699 – Bongos
- (4) 90005 – Two Piece Hex Deck, Ada Ramp Access
- (1) 90105 – 3'-6"/4' Schooner Climber
- (1) 90135 – 4'/4'-6" Twister Climber
- (2) 90264 – 6' Upright, Alum
- (7) 90265 – 7' Upright, Alum
- (5) 90266 – 8' Upright, Alum
- (4) 90267 – 9' Upright, Alum
- (7) 90268 – 10' Upright, Alum
- (1) 90269 – 11' Upright, Alum
- (3) 90273 – 15' Upright, Alum
- (1) 90344 – 2' & 2'-6" Clover Leaf Climber
- (1) 90388 – 1'-6" Overhead Climber Access Ladder
- (1) 90430 – Decorative Panel W/Gizmo, Above Dk
- (1) 90578 – Swerve Slide
- (1) 90637 – Tunnel Up
- (1) 90842 – Single Spiral
- (1) 90864 – ADA Overhead
- (1) 91377 – PS S Wave Up & On LNK (3'-3'6)
- (2) 91457 – Sensory Wave Entryway
- (1) 91563 – Flower Spinner Half Panel
- (1) 91580 – Animal Race Half Panel
- (1) 91587 – Braille Panel
- (2) 91599 – HDPE Vertical Ladder 1'6"
- (1) 91604 – HDPE Vertical Ladder 4'0"
- (1) 91607 – Door Way Panel with Buttercups
- (1) 91688 – Inclined Climber (3')
- (5) 91721 – Wayfinder Sign - Climb
- (3) 91722 – Wayfinder Sign - Slide
- (2) 91723 – Wayfinder Sign - Ste[
- (4) 91725 – Wayfinder Sign - Ramp
- (1) 91728 – Rock with Me
- (1) 91797 – 20' Sunblox Square Canopy
- (1) 91827 – 5" Upright Extension w/ Cap 5'
- (5) 91832 – 5" Upright Extension w/o Cap 8'
- (1) 91846 – 5" Upright Extension w/o Cap 7'

QUOTE

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- (1) 91847 – Modern Access Attach CrawlTubes
- (1) 91883 – Entry Way (Aventus)
- (4) 91931 – Entryway (Versa)
- (1) 91934 – Offset Entryway (Versa)
- (1) 91968 – Archway with Socket (Versa)
- (1) 91971 – Battle Sliders Game Panel
- (1) 95148 – 3'-6" Straight Wilderslide w/Every
- (1) 203858 – Single Zip Slide Hood
- (1) 205960 – Single Entrance Section
- (1) 223226 – Slide Footbuck Mounting Plate C/O
- (1) 223226 – Slide Footbuck Mounting Plate C/O
- (1) 223696 – Rotomold Slide Transfer
- (1) 224589 – Slide Footbuck Tube 30 5/8" C/O
- (1) 224589 – Slide Footbuck Tube 30 5/8" C/O
- (1) 224954 – Straight Section
- (1) 224954 – Straight Section
- (1) 225419 – Hardware Complete for 18938/95148
- (1) 95179 – Barrier Enclosure (Versa)
- (4) G90262 – 4' Upright, Galv
- (2) G90268 – 10' Upright, Galv
- (8) G90269 – 11' Upright, Galv
- (5) G90271 – 13' Upright, Galv
- (2) G90273 – 15' Upright, Galv

1	RDU	GameTime - Primetime ADA Swing Set, Ages 5-12 Custom: Basic: _____, Roto Plastic: _____ • (4) 5287 – Belt Seat for 8' Toprail • (1) 5299 – Expression Swing w/Adaptive Seat • (2) 5317 – 8' Primetime Swing Add-A-Bay • (1) 5320 – 8' ADA Primetime Swing Frame • (1) 5378 – Zero-G (5-12) Beige 8' Height	\$9,467.00	\$9,467.00
1	5033	GameTime - 5-12 Age Appropriate Fiberglass Sign Basic: _____	\$2,084.00	\$2,084.00
1	5960SP	GameTime - VistaTree Top 3 Accent: _____, Accent 2: _____, Basic: _____, Netting: _____	\$22,801.00	\$22,801.00
1	6299	GameTime - Inclusive Seesaw 2 Color HDPE: _____, Accent: _____	\$10,260.00	\$10,260.00
1	6383	GameTime - Mini Inclusive Whirl Basic: _____, HDPE: _____	\$12,775.00	\$12,775.00
1	91863	GameTime - SkyRun Zip Track 50ft Zero G & Zip Dbl Accent: _____, Basic: _____, Deck:Pvc: _____, Roto Plastic: _____	\$41,866.00	\$41,866.00
-----Adult Fitness-----				
1	13558S	GameTime - Shoulder Rotator (Surface Mount) Basic: _____	\$5,082.00	\$5,082.00
1	13566S	GameTime - Roman Chair Squat Basic: _____	\$2,652.00	\$2,652.00



QUOTE

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1	13589S	GameTime - Push Up Hi/Lo Surface Mt Accent: _____, Basic: _____	\$5,490.00	\$5,490.00
2	14927	GameTime - NDS Play On Sign Package		
2	14928	GameTime - NDS Inclusive Play Sign Package		
6	28010	GT-Site - 6' P/S Bench W/Back S/M Basic: _____, Coated Site: _____	\$1,198.00	\$7,188.00
1	178749	GameTime - Owner's Kit	\$98.07	\$98.07
-----Waterplay Equipment-----				
1	W050-4	Water Odyssey/The Fountain People - Cool Stick 4: 1-000482-002 Embed	\$4,088.75	\$4,088.75
1	W050-5	Water Odyssey/The Fountain People - Cool Stick 5: 1-000482-002 Embed	\$4,400.94	\$4,400.94
1	W050-6	Water Odyssey/The Fountain People - Cool Stick 6: 1-000482-002 Embed	\$4,714.06	\$4,714.06
-----Surfacing-----				
1	PIP	Other - Poured-in-place Safety Surfacing 14,603 SF Varied fall heights Includes security Includes disposal Includes pattern with multiple colors	\$335,370.00	\$335,370.00
1	CONC	Other - Concrete Pad for Fitness Area 1400 SF	\$78,750.00	\$78,750.00
			Sub Total	\$806,040.78
			Freight	\$42,842.52
			Grand Total	\$848,883.30

Comments

Owner is responsible for removal of existing play equipment and safety surfacing
 Owner is responsible for accepting delivery and storage of new play equipment
 Owner is responsible for providing a flat and level area with less than 1% grade change
 Owner is responsible for providing a water line up to water play equipment (hook-up will be done by MWP)



QUOTE

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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.

GameTime VistaRope Products Shipment: order shall ship within fourteen to eighteen weeks after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of deposit/full payment, 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.



QUOTE

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GameTime Landmark/Custom Product Shipment: order shall ship within fourteen to eighteen weeks after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, 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.

Freight charges: Prepaid & added

Poured-In-Place Surfacing:

1. See product specifications for specific detailed product information, installation information, compliance documentation, and appropriate certifications. Standard warranty included unless otherwise noted.
2. Quote is based on the information provided and is subject to change based on final installation unless indicated otherwise, in writing. Any changes or additions to this proposal, to include materials, will affect pricing.
3. Sub-base provided by others is the responsibility of the owner and/or others. The substrate must meet & specifications including drainage and grade requirements. There is no demolition or site-work included in the scope of this quote unless otherwise noted above.
4. Site access must be a minimum of 25' for trucks and mixer, with no stairs. Irrigation, sprinkler, and/or water systems must be shut off 24 hours before install and remain off until 24 hours after installation is complete.
5. Additional charges for downtime/stand-by may be assessed in the event that installation is delayed due to the site not being ready as scheduled or if installation is interrupted for reasons other than those related to weather or general public emergencies.
6. Security and waste removal during install and upon completion is the responsibility of the owner, unless specified otherwise in Project Scope.
7. Installations scheduled after 6 months of proposal acceptance may be subject to price adjustments.
8. Normal lead time is 4 weeks from order date. However, scheduling and crew deployment is subject to local weather conditions including temperature and precipitation constraints. See appropriate specification for temperature and precipitation constraints.
9. The scope of this quote does not include on-site fall attenuation testing. We do have independent laboratory testing available upon request.
10. We are not responsible for the reviewing and interpreting of contracts unless approved by Director of Surfacing or otherwise noted in the Project Scope.

Installation Exclusions, unless otherwise noted herein; Permits/Licensing, State or Federal (Davis Bacon) Wages, Demolition, Builders Risk Insurance, Union Fees (PLA/PSA Contracts), Drainage, Additionally Insured, Engineering, Waste/Dumpsters, OCIP, Fall Height/Attenuation Testing, Rooftop Installations, Waiver of Subrogation, Fencing/Security, Extended Warranty, Bonding, Excavation and Site Work/Preparation, Site Restoration.

The following is a non-inclusive list of items that may result in additional charges (Change Order) where work cannot commence until Change Order(s) are fully executed.

- Sub Base not to installation standards
- Installation of Play Equipment not complete, resulting in return trip
- Poor Site Access not identified in Proposal or Project Scope
- Customer requirement/request for work on weekends, holidays, or overtime
- Any and all scope variations not agreed upon in writing
- Security that was not included in the base quote
- Waste Removal that was not included in the base quote

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.

QUOTE

106748-01-06 • 05/12/2026



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: **\$848,883.30**



QUOTE

106748-01-07 • 05/12/2026



I-RFP North Community Park - Rogers, MN - D12928L2

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 - Installation of Drain Tile	\$18,300.80	\$18,300.80
1	INSTALL	Install - Installation of Play Equipment <ul style="list-style-type: none"> • Unpack Equipment • Layout/Dig Footing Holes • Assemble Playground Equipment/Water Play Equipment • Pour Concrete Footings/Pad • Dispose of Packing Materials 	\$99,823.31	\$99,823.31

Sub Total	\$118,124.11
Freight	\$4,500.00
Grand Total	\$122,624.11

Comments

Owner is responsible for removal of existing play equipment and safety surfacing
Owner is responsible for accepting delivery and storage of new play equipment
Owner is responsible for providing a flat and level area with less than 1% grade change
Owner is responsible for providing a water line up to water play equipment (hook-up will be done by MWP)



QUOTE

106748-01-07 • 05/12/2026



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.



QUOTE

106748-01-07 • 05/12/2026



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
- + Lull rental
- + Public utility locates only
- + Installation of equipment as outlined on Quote #106748-01-06
- + 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
- + Poured-in-place safety surfacing
- + Drain tile
- + Concrete pad for fitness area
- + 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

QUOTE

106748-01-07 • 05/12/2026



- 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) _____

QUOTE

106748-01-07 • 05/12/2026



Poured-In-Place Surfacing:

1. See product specifications for specific detailed product information, installation information, compliance documentation, and appropriate certifications. Standard warranty included unless otherwise noted.
2. Quote is based on the information provided and is subject to change based on final installation unless indicated otherwise, in writing. Any changes or additions to this proposal, to include materials, will affect pricing.
3. Sub-base provided by others is the responsibility of the owner and/or others. The substrate must meet & specifications including drainage and grade requirements. There is no demolition or site-work included in the scope of this quote unless otherwise noted above.
4. Site access must be a minimum of 25' for trucks and mixer, with no stairs. Irrigation, sprinkler, and/or water systems must be shut off 24 hours before install and remain off until 24 hours after installation is complete.
5. Additional charges for downtime/stand-by may be assessed in the event that installation is delayed due to the site not being ready as scheduled or if installation is interrupted for reasons other than those related to weather or general public emergencies.
6. Security and waste removal during install and upon completion is the responsibility of the owner, unless specified otherwise in Project Scope.
7. Installations scheduled after 6 months of proposal acceptance may be subject to price adjustments.
8. Normal lead time is 4 weeks from order date. However, scheduling and crew deployment is subject to local weather conditions including temperature and precipitation constraints. See appropriate specification for temperature and precipitation constraints.
9. The scope of this quote does not include on-site fall attenuation testing. We do have independent laboratory testing available upon request.
10. We are not responsible for the reviewing and interpreting of contracts unless approved by Director of Surfacing or otherwise noted in the Project Scope.

Installation Exclusions, unless otherwise noted herein; Permits/Licensing, State or Federal (Davis Bacon) Wages, Demolition, Builders Risk Insurance, Union Fees (PLA/PSA Contracts), Drainage, Additionally Insured, Engineering, Waste/Dumpsters, OCIP, Fall Height/Attenuation Testing, Rooftop Installations, Waiver of Subrogation, Fencing/Security, Extended Warranty, Bonding, Excavation and Site Work/Preparation, Site Restoration.

The following is a non-inclusive list of items that may result in additional charges (Change Order) where work cannot commence until Change Order(s) are fully executed.

- Sub Base not to installation standards
- Installation of Play Equipment not complete, resulting in return trip
- Poor Site Access not identified in Proposal or Project Scope
- Customer requirement/request for work on weekends, holidays, or overtime
- Any and all scope variations not agreed upon in writing
- Security that was not included in the base quote
- Waste Removal that was not included in the base quote

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.

QUOTE

106748-01-07 • 05/12/2026



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: **\$122,624.11**



Please Sign & Date the Final Top View:

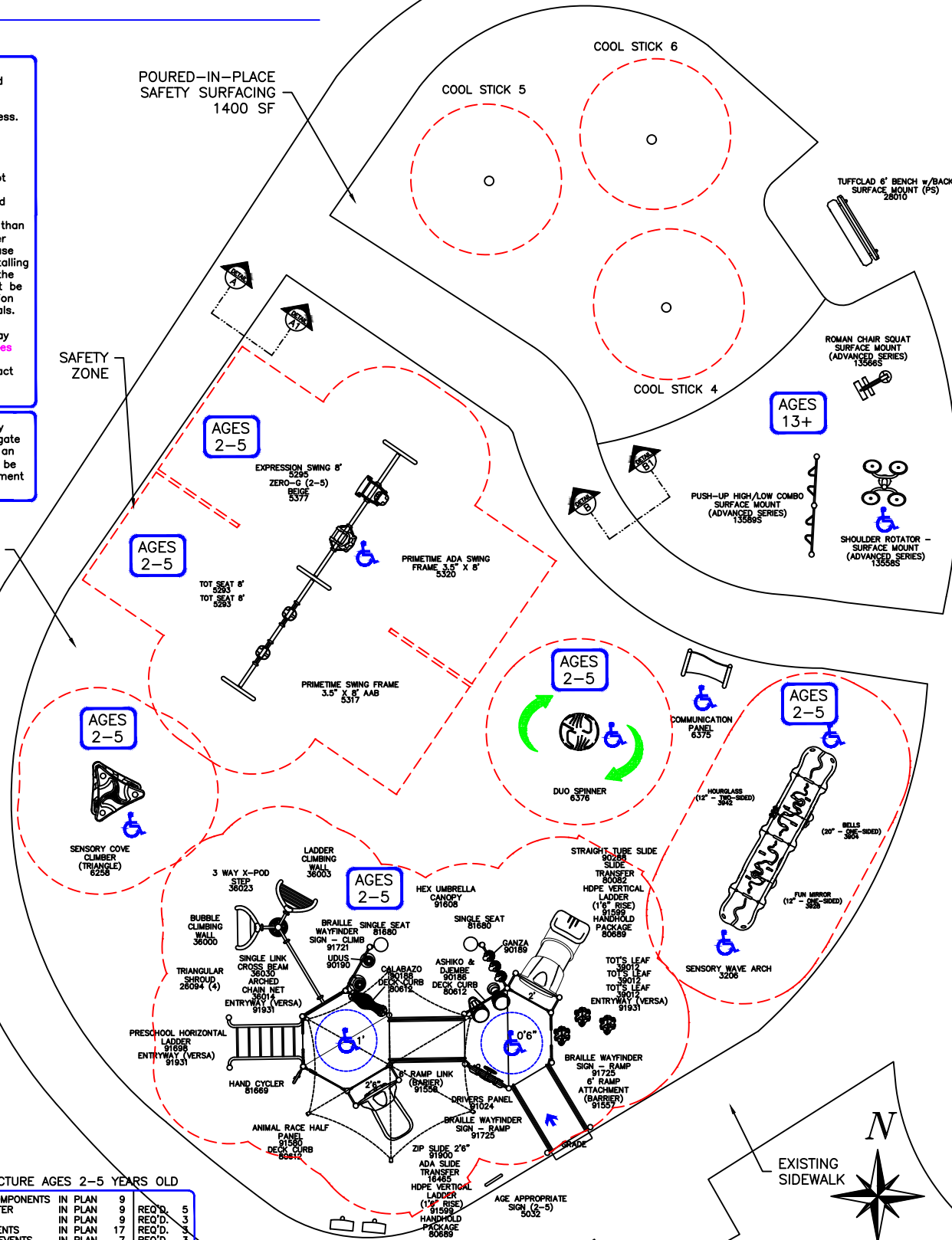
While it is our intention to install your playground in a safe and timely manner, our success relies on your preparedness. Site preparation and grading to be performed by others and prior to installation. Slope within the play area(s) shall not exceed 1% to ensure a successful installation and a compliant 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.

POURED-IN-PLACE SAFETY SURFACING 3535 SF

POURED-IN-PLACE SAFETY SURFACING 1400 SF

SAFETY ZONE



ADA REQUIREMENTS FOR STRUCTURE AGES 2-5 YEARS OLD

TOTAL NUMBER OF ELEVATED PLAY COMPONENTS	IN PLAN	9	REQ'D.	5
TOTAL EVENTS ACCESSIBLE VIA TRANSFER	IN PLAN	9	REQ'D.	3
TOTAL ACCESSIBLE EVENTS VIA RAMP	IN PLAN	9	REQ'D.	3
TOTAL ACCESSIBLE GROUND LEVEL EVENTS	IN PLAN	17	REQ'D.	3
DIFFERENT TYPES OF GROUND LEVEL EVENTS	IN PLAN	7	REQ'D.	3

THIS PLAYGROUND MEETS ALL CURRENT ADA REQUIREMENTS & THE FINAL RULE ABOVE CHART/INFO IS APPLICABLE WHEN USING AN ACCESSIBLE SAFETY SURFACE

NDS INCLUSIVE PLAY SIGN PACKAGE 14928
NDS PLAY ON SIGN PACKAGE 14927



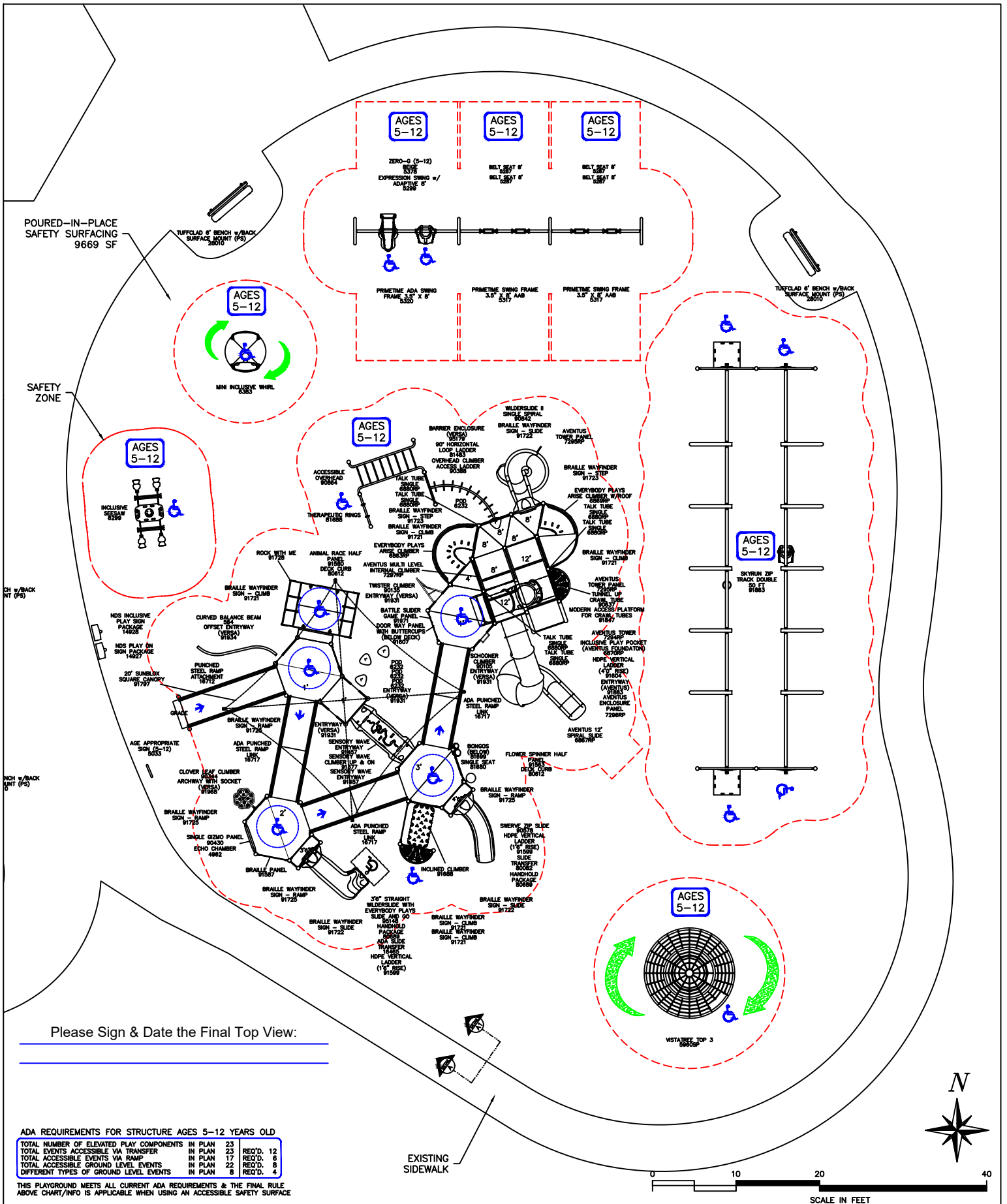
Mfg. By:
PLAYCETIME COMPANY
Enriching Childhood Through Play.

Sold & Distributed By:
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

North Community Park-West Side
Rogers, MN

05-11-26

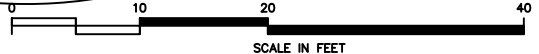
DWG. D12928L2



Please Sign & Date the Final Top View:

ADA REQUIREMENTS FOR STRUCTURE AGES 5-12 YEARS OLD			
TOTAL NUMBER OF ELEVATED PLAY COMPONENTS	IN PLAN	23	REQ'D. 12
TOTAL EVENTS ACCESSIBLE VIA TRANSFER	IN PLAN	23	REQ'D. 12
TOTAL ACCESSIBLE EVENTS VIA RAMP	IN PLAN	17	REQ'D. 8
TOTAL ACCESSIBLE GROUND LEVEL EVENTS	IN PLAN	22	REQ'D. 8
DIFFERENT TYPES OF GROUND LEVEL EVENTS	IN PLAN	8	REQ'D. 4

THIS PLAYGROUND MEETS ALL CURRENT ADA REQUIREMENTS & THE FINAL RULE ABOVE CHART/INFO IS APPLICABLE WHEN USING AN ACCESSIBLE SAFETY SURFACE



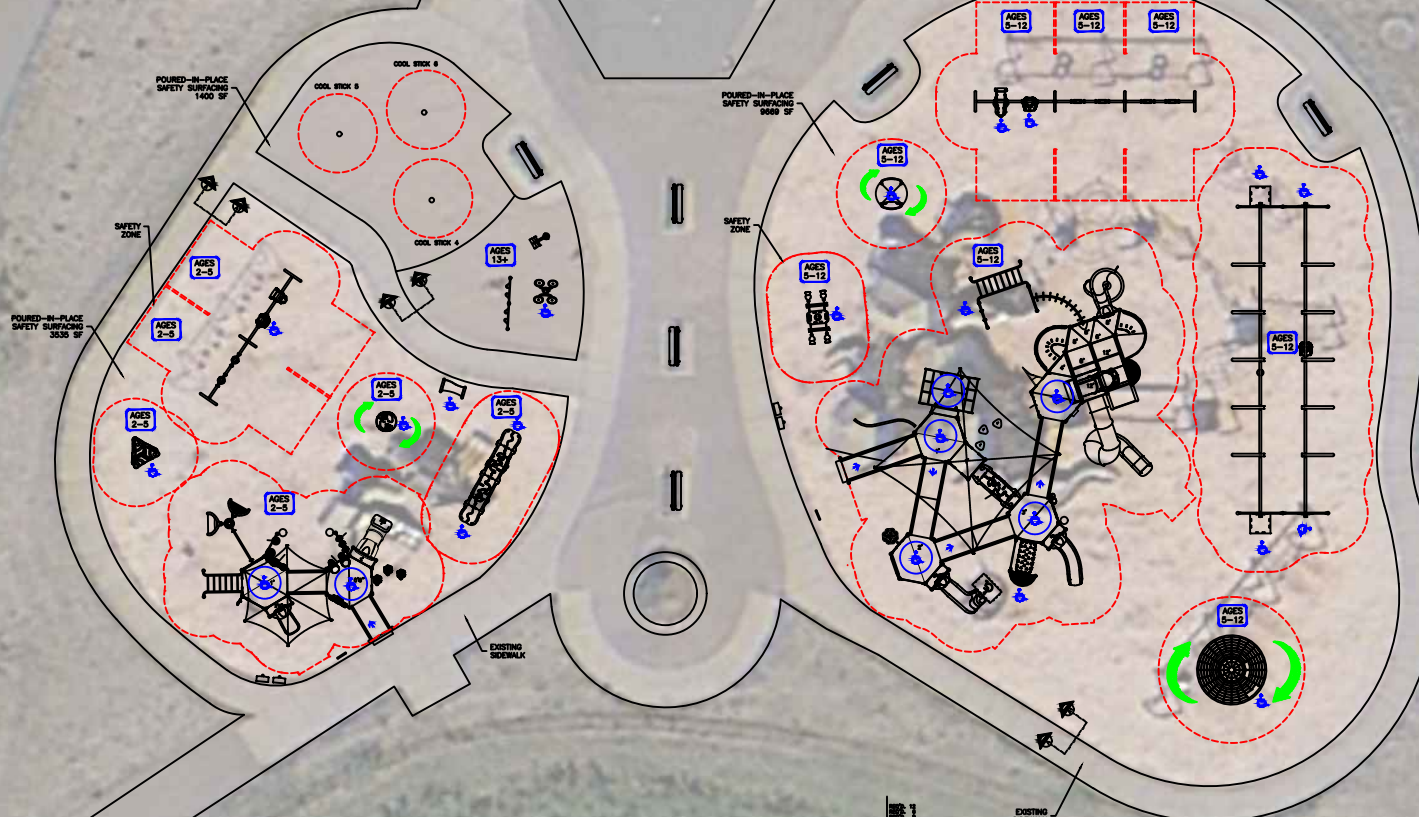
Mfg. By:
PLAYTIME
 Enriching Childhood Through Play.

Sold & Distributed By:
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

North Community Park-East Side
 Rogers, MN
 05-11-26 DWG. D12928L2

THIS PRINT IS THE PROPERTY OF MINNESOTA WISCONSIN PLAYGROUND INC. AND IS NOT TO BE USED, COPIED OR REPRODUCED WITHOUT THEIR EXPRESSED WRITTEN PERMISSION. SCALE: 1" = 15'-0"

Please Sign & Date the Final Top View:



SCALE: 1" = 30'-0"

THIS PRINT IS THE PROPERTY OF MINNESOTA WISCONSIN PLAYGROUND INC. AND IS NOT TO BE USED, COPIED OR REPRODUCED WITHOUT THEIR EXPRESSED WRITTEN PERMISSION.

Mfg. By:



Enriching Childhood Through Play.

Sold & Distributed By:



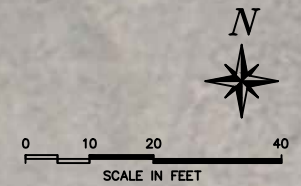
THIS PLAN REQUIRES A FINISHED GRADE RESOLUTION

P.O. Box 27328, Golden Valley, MN 55427
 763-546-7787 1-800-622-5425
 Fax 763-546-5050
 E-Mail info@mwprecreation.com

North Community Park
 Rogers, MN

05-11-26

DWG. D12928L2





STAFF REPORT
ROGERS CITY COUNCIL

Meeting Date: June 23, 2026

Agenda Item: 7.3

Subject: Data Request Software Project
Prepared By: Jason Greninger, IS Director

Recommended Council Action

Motion to approve the purchase of the JustFOIA Public Records Request System at a cost not to exceed \$13,091 for Year 1.

Overview / Background / Analysis

City staff continue to experience growing pressure from the increasing volume of public data requests as required under the Minnesota Data Practices Act. Today, staff rely on email, spreadsheets, and manual forms to intake, route, and track each request. This creates inconsistent processes, heavy reliance on the City Clerk for coordination, and an ongoing risk of missed deadlines or incomplete responses. Departments are processing 200 - 400 requests per month, a volume that strains manual tracking and increases the likelihood of errors, lost messages, and delayed responses.

Because requests are handled almost entirely through email, staff frequently encounter challenges such as file size limits, limited redaction tools, and the need to manually break apart or compress documents just to move them through the process. These workarounds consume significant staff time and introduce additional risk.

The challenges extend beyond intake and file handling. Without automated workflows, reminders and due dates can be missed. The absence of secure, centralized collaboration tools forces departments to share sensitive files through ad hoc email threads, often without advanced security controls, redaction tools, or version management. Staff must also manually track whether all required information has been received, follow up with requesters individually, and reconcile request status across departments. This creates bottlenecks, increases administrative burden, and reduces the City's ability to deliver consistent and transparent service.

Staff Recommendation

Staff researched leading public records management systems used by peer cities and received detailed demonstrations and proposals from two vendors: JustFOIA and NextRequest.

Both solutions provide:

- A public-facing portal for submitting and tracking requests
- Configurable digital request forms
- Automated workflow routing and due date reminders

- Integrated internal/external communication tools
- Support for uploading and managing documents of any file type
- Built-in redaction tools, text search, audit trails, and reporting dashboards

Cost Summary

Vendor	Year 1 Total	Year 2 - Recurring Annual Cost
JustFOIA	\$13,091	\$11,221 +5 % annual uplift
NextRequest	\$23,261	\$16,761 + 5% annual uplift

After reviewing both products, staff recommends purchasing JustFOIA for the following reasons:

- Easier for staff to use
- No file storage limitations
- Lowest cost
- Positive feedback from other municipalities

JustFOIA provides a single online portal that centralizes request intake, automates routing and due date notifications, and manages large volumes of documents efficiently. This automation will streamline interdepartmental coordination, reduce the risk of human error, and ensure that every public records request is tracked, processed, and fulfilled with greater speed, consistency, and compliance.

Financial Impact: \$13,091 for 2026, \$11,221 plus 5% annual uplift after first year.

Source Fund:

- \$4,363.66: 100-420-2100-43190-0000
- \$4,363.66: 100-420-2400-43190-0000
- \$4,363.67: 100-410-1325-43190-0000

Budgeted? No

Supporting Documentation

- A. JustFOIA Proposal
- B. JustFOIA MSA

- C. JustFOIA - Addendum 1 to MSA
- D. JustFOIA Service Level Agreement A
- E. JustFOIA-Service-Level-Agreement-B
- F. NextRequest Proposal



Stacie Brown
City Clerk
City of Rogers ("Client")
Recipient Street Address
Recipient City, State, Zip

 (866) 761-5301
 3717 Apalachee Parkway
Suite 201
Tallahassee, Florida 32311
 sales@justfoia.com
 www.justfoia.com

Dear Stacie Brown,

Thank you for considering **JustFOIA's Proposal** in your organization's search for a Records Request Tracking Solution. Please consider the following benefits included with your JustFOIA partnership and subscription:

- **Long-Term Partnership Ensuring Client Success:** We are with you every step of your JustFOIA Client Journey. Our Delivery Team conducts live trainings and partners with you to ensure the system is configured to your unique needs. Our partnership continues throughout your journey, supported by our Technical Support & dedicated Client Success Teams.
- **Continuous Training:** In addition to live training, JustFOIA provides a complimentary subscription to a Learning Management System (LMS) including on-demand continuing educational videos and content.
- **Government Security & Compliance:** All JustFOIA client sites are deployed exclusively on the Microsoft Azure Government Cloud, the Gold Standard in government-level security. As a certified SOC 2 organization, JustFOIA ensures the foundational principles of security, privacy, compliance, and transparency.
- **Unlimited Administrators, Power Users & General Users:** No matter the number of staff involved in records requests, JustFOIA allows unlimited users for all contracted modules at no additional charge.
- **Configurability & Flexibility:** JustFOIA is more than *just* FOIA. Receive a better return on investment by leveraging the solution for more than public records. Liens, Permits and Subpoenas are just a few client examples. With JustFOIA, you have more control over system settings and functionality than any other solution. Dynamic fields recognize keywords entered by citizens to point them to the right place.
- **Having a Voice:** JustFOIA was created based on client feedback, which continues to be the main source of product roadmap ideas. Clients play an essential role in our product feedback loop, collaborating with JustFOIA's Product Development & Quality Assurance Teams to ensure powerful and easy-to-use releases.

If you have any questions concerning our proposal or desire additional information, please do not hesitate to contact me. We appreciate your consideration and hope that we will have the pleasure of partnering with you.

Sincerely,

Harris Rosendahl

Account Executive

(503) 803-2455 | harristr@justfoia.com



Proposal

City of Rogers

Issued: April 30, 2026



EXECUTIVE SUMMARY

Records request challenges continue to increase, and the call for transparency is at an all-time high. Organizations are selecting JustFOIA to bridge the transparency gap with their community to create an environment of trust and accountability. JustFOIA licenses a software-as-a-service solution (the “Solution”), which is the **easiest-to-use records requests software** that manages every step of the process from intake to delivery. Our Solution can help you save valuable time by automating repetitive tasks, such as redactions, assignments, reminders, and communication with requesters and responders. It is now essential to leverage technology to streamline your records requests process.

OUR COMPANY

Built by users, for users

JustFOIA, Inc. (“JustFOIA”) began as a product built for MCCi’s public sector clients from a deep understanding gained through 20+ years of servicing municipal clerks, records managers, and the public sector. From its founding roots as a Municode company, MCCi has accelerated more than 1,600 clients’ digital transformation journeys by adding intelligence to their processes.



Because many of these clients were searching for a way to better manage the rise in complexity and volume of their organizations’ records requests, MCCi’s development team and leadership worked hand-in-hand with these clients to simplify the process and provide a better user experience for records managers and the constituents they serve. **In 2014, the JustFOIA Solution was launched.** Fast forward to 2020, JustFOIA’s success sparked the need for its own brand and evolution into becoming a sister-company to MCCi. In 2022, we celebrated the milestone of over 1 MILLION records requests processed in JustFOIA, serving more than 500 clients in 44 states.

WHAT MAKES US DIFFERENT

Development fueled by client ideas



Our clients continue to be a vital component of our product feedback loop with client success, implementation, and support teams all regularly contributing ideas to product management. With the launch of our [Ideas Portal](#), **we ensure clients have a voice**, providing a direct line to submit ideas for development consideration, see the status of their development request, and actively vote for the most important features and improvements.

We believe ideas get better when you create an environment of sharing. We regularly organize specialized group discussions, where users with similar challenges engage with our team to make the system work better for them. In addition to testing done by our seasoned, in-house development and quality assurance testing teams, when large features are ready to be tested, we gather beta clients for focus groups and trial usage before releases make it to prime time.

Personalized, consultative services approach

When choosing a records request management solution partner, there are many things to consider. Features and functionality are certainly part of any software partner buying decision, but what will truly dictate your overall experience will be the support you receive during the initial implementation and beyond. We know records requests are only a part of your overall responsibilities, so we start by taking a personalized, consultative approach to the implementation. You’re not expected to figure this out on your own – we take the time to fully understand your unique needs and conduct multiple live trainings with your Administrators and Power Users, making sure the end result is the desired one.

Best-in-class technical support

Once your project is complete, you will have access to our stellar Technical Support Team, maintaining a documented **100% client satisfaction rate**, for troubleshooting and supporting the Solution. We offer optional supplementary support packages as well, giving you more access to our staff based on your needs.



Proactive client success



JustFOIA
★★★★★

We are fanatical about client success. Don't just take our word for it—check out our [G2 Reviews](#). Success starts with our eagerness to understand our clients' needs and where they are headed on their journey to streamlining their records requests processes. We believe in a proactive support methodology, which begins with client education, excellent service, and

communication. Your organization will have a **dedicated Client Success Specialist** that can:

- Identify any needs that could easily be addressed by the Solution
- Serve as a resource for questions and answers, best practices, how other clients are using the system with the use of documented case studies, support center, etc.
- Provide continued education for existing and new users through webinars, workshops, user groups, and more
- Coordinate with our sales operations team for pricing/renewals inquiries and budgetary information

Easiest-to-use or we'll retrain you free

We understand that software – no matter how many features it has – can't be great unless it's easy to use. **We guarantee that JustFOIA is the easiest-to-use records request software, or we will train you again at no extra cost.**



To back this up and to supplement our **live trainings**, we offer our industry-exclusive [Learning Management Software platform](#) – The Training Center for JustFOIA – to our clients for free. With unlimited, on-demand access to hundreds of help videos and product documentation, live monthly learning sessions, and peer-based user groups, training new departments and employees is a breeze. We leverage the platform as we roll out JustFOIA to new clients every day, using it to store custom training videos and designing courses for users that simplify training on new features and functionality. If you are as passionate about learning as we are about training, get JustFOIA certified. We offer certifications for Administrators, Power Users and General Users.

WHAT'S INCLUDED WITH JustFOIA PRO PLUS?

FEATURES & SERVICES	Pro Plus
Security & Compliance	
SOC 2 Certified Organization Partner	✓
Annual Employee Certified CJIS & HIPAA Training	✓
ADA/Section 508 Compliant	✓
CJIS ACE Seal of Compliance	✓
Secure Hosting on Microsoft Azure Government Cloud (FedRAMP Authorized at Level High)	✓
Texas Risk and Authorization Management Program (TX-RAMP) Certified Cloud Product	✓
System Updates	✓
Single Sign-On (SSO)	✓+
Data Storage & Users	
Standard Data Storage	Unlimited
Unlimited Administrators, Power Users, General Users, & Viewers	✓
Requester Experience	
One (1) Configurable Public Portal for Requesters to Submit & Track Requests	✓
Search Archive to Allow Requesters to Search Previous Requests	✓
Dynamic Form Fields (e.g., conditional fields or messages)	✓
User Experience	
Retention Schedules	✓
Configurable Workflow for User(s)/Department(s) to Work Concurrently	✓
DirectRoute Workflow	+
Notifications, Reminders & Alerts	✓
In-App Internal & External (Requester) Communication Tools	✓
In-App Redaction with Auto-Redaction (Unlimited Users)	✓
Unlimited File Size in Release to Requester	✓
Any & All Document Management with .PST File Extraction, Response Doc Folder Organization, In-App Document Viewer & Batch Auto-Redaction	✓
Time & Materials Tracking	✓
Invoicing Module	✓
Payment Portal for Credit Card Processing (Global Payments, Authorize.net, PayPal, NIC, Catalis, or Point And Pay)	✓+
Laserfiche Integration for Importing/Exporting Files	+
Reporting Dashboard	✓
Standard & Custom Reports through Advanced Reporting	✓
Training/Onboarding	
Dedicated Project Lead	✓
Live, Remote Administrator & Power User Training	✓
Live, Onsite Administrator & Power User Training	+
One-Week Hypercare Period after Go-Live	✓
24/7/365 Training Center LMS with Client-Specific & General Trainings & Videos	✓
Client Service & Support	
Live Technical Support from 8:00 AM to 5:00 PM local time within the continental United States	✓
Dedicated Client Success Specialist	✓
Monthly Webinars	✓
JustFOIA Supplemental Support Hours	+

✓ Included +Optional ✓+Client choice of SSO or Payment Portal Included (Also available as an Optional Add-on)

PRICING



3717 Apalachee Parkway, Suite 201
 Tallahassee, FL 32311
 850.701.0725
 850.564.7496 fax

Client Name: City of Rogers
Client Address: Recipient Street Address Recipient City, State, Zip
Quote Number: 41580
Quote Type: New JustFOIA System

Quote Date: 4/30/2026

<i>Product Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>Total</i>
<u>JustFOIA ANNUAL RECURRING SERVICES</u>			
<input checked="" type="checkbox"/> JustFOIA Pro Plus	1	\$9,835.00	\$9,835.00
<input checked="" type="checkbox"/> Single Sign-On (SSO)	1	Included	Included
<input checked="" type="checkbox"/> Any & All Document Management	1	Included	Included
<input checked="" type="checkbox"/> Unlimited Admins, Power Users & General Users	1	Included	Included
<input checked="" type="checkbox"/> Unlimited Storage	1	Included	Included
<u>JustFOIA SUPPLEMENTAL SUPPORT SUBSCRIPTION</u>			
<input checked="" type="checkbox"/> JustFOIA Managed Support Services	1	\$1,386.00	\$1,386.00
<i>Up to 10 hours of JustFOIA staff time to be used post-implementation for training, consultation, configuration or adjustments to workflows. Hours expire when subscription period ends.</i>			

SUBTOTAL - RECURRING ANNUAL SERVICES	\$11,221.00
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<i>Service Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>Total</i>
<u>JustFOIA SERVICE PACKAGES</u>			
<input checked="" type="checkbox"/> Pro Implementation	1	Included	Included
<input checked="" type="checkbox"/> Configuration of 2 Request Forms	1	Included	Included
<i>• Police Department Records Requests • City Hall Records Requests</i>			
<input checked="" type="checkbox"/> Redaction Exemption Codes Configuration	1	\$1,500.00	\$1,500.00
<input checked="" type="checkbox"/> Single Sign-On Configuration	1	Included	Included
<input checked="" type="checkbox"/> Any & All Document Management Configuration	1	Included	Included
<input checked="" type="checkbox"/> Dynamic Fields Configuration (up to 10/package)	1	\$370.00	\$370.00

SUBTOTAL - ONE-TIME SERVICES	\$1,870.00
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YEAR 1 ORDER COST	\$13,091.00
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All Quotes Expire 30 Days from Quote Date



This is NOT an invoice. Please use this confirmation to initiate Client's purchasing process.

NOTE: *The information presented in this document is based on the results of JustFOIA's and Client's collaborative preliminary discovery thus far. As planning and discovery continue, the project scope and costs may change to meet the specific needs of Client. **JustFOIA will provide Master Services Agreement and Addendum with Assumptions, Terms & Conditions for review and approval prior to the start of any project.***

RECURRING SERVICES

Client has elected to license the JustFOIA software provided as a service (the "**Solution**").

An annual increase of 5% will be applied to the immediately preceding annual rates (excluding any initial or one-time discounts). The Recurring Services portion of this Order and/or applicable Addendum will renew upon payment of annual renewal invoice or will terminate as set forth below ("Termination" section).

SALES TAX

Sales tax will be invoiced where the Client is not exempt and/or has not communicated its tax status to JustFOIA. Sales tax is not included in the fee quote above.

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TECHNICAL & SUPPLEMENTAL SUPPORT

To support your journey, it's important to have a plan in case issues or needs arise.

Technical Support

JustFOIA Technical Support is provided for all clients through the online support center, by email (support@JustFOIA.com), or by telephone (800-342-2633), during business hours of 8:00 AM to 5:00 PM local time within the continental United States. Technical Support covers Solution break/fix support, version updates, and continued educational resources including the JustFOIA Training Center.

	JustFOIA Technical Support Services	JustFOIA Managed Support Services	JustFOIA Process Administration Support Services
Description	Technical	JMSS	JPASS
Easy access to JustFOIA's team of support technicians for break/fix support issues (i.e., error codes, bug fixes, etc.) & basic Q&A support	■	■	■
Remote access support through web meeting	■	■	■
Access to version updates, security updates and hotfixes	■	■	■
Customized JustFOIA Training Center Support	■	■	■
Access to high-level support technicians with enhanced knowledge		■	■
Remote Training for New/Existing Users		■	■
Annual System Review (upon Client request)		■	■
System Settings Consultation		■	■
Assistance with Current System Modifications*		■	■
Assistance with New System Configurations**		■	■
Configuration Changes to Routing of Current DirectRoute Workflows		■	■
Dedicated Technical Support Professional			■
Institutional Knowledge of Client's Solution			■
Proactive recurring consultation calls upon the Client's request			■
Adjust Current SSO or Payment Portal Connections			■

***Current System Modifications** includes Public Portal, Forms, Standard Workflows, Email Templates, Advanced Reports, Custom Dashboards, Dynamic Fields, Users, and Redaction settings.

****New System Configurations** includes Users, Forms, Standard Workflows, Email Templates, Advanced Reports, Custom Dashboards, Dynamic Fields, Users, and Redaction settings. This will also include new additional features that are added to Client's subscription in the future.

Note on Hours usage: JustFOIA allows clients to use their hours for a multitude of post-implementation services, as long as a request will not start a service that cannot be completed within the hours available. The creation of new DirectRoute Workflows is not included in Supplemental Support Services.

JustFOIA Supplemental Support Services

Want an enhanced level of post-implementation support? JustFOIA offers two supplemental support packages, Managed Support Services (JMSS) or Process Administration Support Services (JPASS), to cover ongoing consultation, training, and configuration services. A supplemental support package is strongly encouraged to be included with every renewal and is an annual subscription. Pricing is based on the package purchased and is an advanced discounted block of hours, which expires on the same date as Client's annual renewal. JMSS pricing for the advanced block of hours is based on JustFOIA's Support Technician hourly rate discounted by 10%. JPASS pricing for the advanced block of hours is based on JustFOIA's Senior Support Technician hourly rate discounted by 10%.

Supplemental Support Package Definitions

ENHANCED KNOWLEDGE

You'll have access to our team of more knowledgeable support technicians.

REMOTE TRAINING

Additional remote training is conducted to train new users or as refresher training for existing users.

SYSTEM CONSULTATION

JustFOIA offers best practices consultation that includes recommendations for adding additional departments, statuses, email templates, etc.

CONFIGURATION/MODIFICATION SERVICES

Configuration/modification services for request forms, standard workflows, email templates, dynamic form fields, and more.

CHANGES TO ROUTING OF CURRENT DIRECTROUTE WORKFLOWS

For clients with a DirectRoute Workflow, we will make minor adjustments such as changing the routing individual to maintain your DirectRoute Workflow.

DEDICATED SUPPORT PROFESSIONAL & INSTITUTIONAL KNOWLEDGE

You will be assigned a dedicated support professional who will gain institutional knowledge of your agency's unique setup and configuration of the JustFOIA solution.

PROACTIVE, RECURRING CALLS UPON REQUEST

Clients can request to have a recurring call with their dedicated support professional (monthly or quarterly) to discuss recommended changes, questions, or concerns.

ADJUSTMENT OF CURRENT SINGLE-SIGN ON OR PAYMENT PORTAL CONNECTIONS

JustFOIA can assist with adjusting the current SSO or Payment Portal connection.

HOW DOES IT WORK?



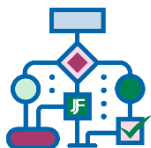
Receive Records Requests through Your Configurable Public Portal

Direct requesters to an online experience to submit and track the status of their requests, search previous requests, pay invoices, and more. Requesters are automatically notified of receipt.



Create Custom Request Forms

Modernize paper forms and emailed PDF requests with as many configurable, web-based forms as you want. Digital forms allow you to quickly collect all the information you need from the start!



Reduce Response Times through Workflow

Streamline your process by automating repetitive tasks and communications through process mapping. Departments and users can be assigned and automatically notified of tasks and due dates. Reminders, escalations, reassignments, and approvals are configurable within each task.



Centralize All Communications - With the Requester and Internal

Create transparency and simplify your communications both internally and externally. Design and automate common communications with templated messages and workflows.



Redact Sensitive Information

Automatically redact documents with one click or manually remove sensitive data. Features include text search, proximity search, redact selected text and/or full page(s). There is no per-user fee, so any user can redact a document if they are permitted by your organization. An exemption log can be automatically generated to accompany each request to explain any redactions.



Estimate & Log Time & Materials

Keep track of the labor, time, and materials costs of fulfilling requests. Configure individual user hourly rates and standard material fees, so invoicing is made simple.



Generate Invoices and Receive Payments

Issue invoices and receive payments inside the Public Portal. Accept all forms of payments including credit cards via our optional, PCI-Compliant Payment Portal, using third-party payment processors.



Import & Organize Response Documents

Easily upload documents from your computer, network or via our optional Laserfiche integration for the requestor to retrieve through your secure JustFOIA Public Portal. Using our optional Any & All Document Management module, extract .PST files and simplify managing hundreds of files.



Analyze Comprehensive Reports

Custom reports are available, in addition to standard reports, such as:

- Processed Requests
- Bottlenecks
- User Activity
- Paused Requests
- Fees Totals
- Time and Materials
- Deleted Requests
- User Task Activity
- Correspondence
- Open Requests
- Request Retention
- Payment Details

WORLD-CLASS, STANDARD SECURITY & COMPLIANCE

JustFOIA is committed to providing a secure platform for our clients that meets or exceeds industry standards. JustFOIA's SOC 2 Type 2 certification, as defined by the American Institute of Certified Public Accountants (AICPA) demonstrates that an external auditing firm has verified the implementation of strict information security and risk management policies and procedures. JustFOIA's CIO is CISSP certified. **All JustFOIA client sites are deployed exclusively on the Azure Government Cloud**, which was built upon the foundational principles of security, privacy and control, compliance, and transparency. JustFOIA is also the only TX-RAMP Certified records request management cloud product.



SOC 2 COMPLIANCE

The official SOC 2 audit report provides a thorough review of processes relating to risk management, including:

- Internal Controls
- IT Infrastructure
- Logical Security
- Environmental Security
- Disaster Recovery Plans
- Access Management Policies
- Software Development Lifecycle
- Network Security
- Computer Operations
- Acceptable Use Policies
- Subservice Due Diligence
- Change Management Procedures
- Physical Security
- Business Continuity
- Corporate Ethics

MICROSOFT AZURE GOVERNMENT CLOUD

Microsoft Azure Government Cloud is FedRAMP Authorized at Level High and designed to handle data subject to certain government regulations and requirements, such as NIST800.171 (DIB), ITAR, IRS 1075, DoD L4, and CJIS. Azure Government uses physically isolated datacenters and networks (located in U.S. only).

ENCRYPTED DATA

The Solution is a web-based application, and all HTTP communications are secured in transit by TLS 1.2 (aka HTTPS). Your data is encrypted at rest transparently using 256-bit AES encryption, one of the strongest block ciphers available, and is FIPS 140-2 compliant.

WEB APPLICATION FIREWALL

Azure Web Application Firewall (WAF) provides protection of your web applications from common exploits and vulnerabilities. SQL injection and cross-site scripting are among the most common attacks. WAF on Application Gateway is based on Core Rule Set (CRS) 3.1, 3.0, or 2.2.9 from the Open Web Application Security Project (OWASP). With no additional configuration required, the WAF automatically updates to protect against new vulnerabilities.

LAYER 7 LOAD BALANCING & NETWORK SECURITY GROUPS

Load Balancing distributes traffic across multiple servers to improve availability and performance. Azure Application Gateway serves as a web traffic load balancer that directs traffic to web applications. While traditional load balancers operate at the transport layer (OSI layer 4), Azure Application Gateway makes routing decisions based on additional attributes of an HTTP request, such as URI path or host headers. Application layer (OSI layer 7) load balancing gives the JustFOIA team greater control in managing the Solution's infrastructure. As a second layer of protection, Network Security Groups applied will only allow traffic that is explicitly defined as allowed.

MONITORING & PERFORMANCE ANALYSIS

Our monitoring and alerting systems notify our Network Operations Center (NOC) of any issues with availability or performance. Our engineers are available 24/7 to address any cloud infrastructure issues.

P2S = POINT TO SITE VPN

Support & administrative personnel access the Solution's backend infrastructure via secure VPN connections only.

UPDATE MANAGEMENT

Updates for Windows Server OS and SQL Server are managed through Azure Automation Update Management, deploying critical and security updates monthly and classification updates quarterly.

AZURE BACKUP & SITE RECOVERY SERVICES

Azure's backup service provides independent and isolated backups to guard against accidental destruction of original data. Backups are encrypted and stored in a Recovery Services Vault with built-in management of recovery points.

The Solution's Disaster Recovery is built upon Azure Site Recovery (ASR), a native disaster recovery as a service that replicates all Virtual Machine disks (OS and Data for all web, application, and database servers) from the Azure Region hosting your production environment to a geographically disparate Azure Region. Replicas are kept up to date within five (5) minutes.

ONGOING SECURITY INNOVATION

As you can see, we take numerous measures to secure your data. While we're confident in our technology, we recognize that no system can guarantee data security with 100% certainty. For that reason, we will continue to innovate, maintain state of the art security measures, and thoroughly investigate any reported security issues concerning JustFOIA's services or software.

508/ADA COMPLIANCE

As part of our ongoing commitment to providing the easiest-to-use records requests software, we are dedicated to providing a web application that is accessible to the widest possible audience, regardless of technology or ability. As such, we strive to remove barriers that might prevent a person with disabilities from using our products by adhering to the Revised Section 508 Standards published by the United States Access Board.



The WCAG level of compliance is approved by the ADA for websites and provides recommendations for making content accessible. JustFOIA's citizen-facing pages perform at a Level AA (or level two) conformance to these guidelines, including:

- **Text Equivalents:** Alternative text for appropriate images and other non-text elements
- **Full Keyboard Access:** Built so that it can be accessed using a keyboard
- **Site Consistency:** Feature and functions perform the same way every time
- **Site Structure:** Appropriate headings, lists, paragraphs, style sheets, and other format features to enable easy use with assistive technology
- **Links:** Descriptive link titles, unless the link text already fully describes the target

JustFOIA routinely completes a Voluntary Product Accessibility Template (VPAT) and engages with external consultants certified by the International Association of Accessibility Professionals to ensure our Solution conforms with required standards. Our [VPAT Report](#) allows us to provide the data needed for your procurement team to verify that the JustFOIA Solution complies with Section 508 technical requirements.

CLIENT JOURNEY TO EMPOWERMENT

We're going to walk with you hand-in-hand throughout your JustFOIA Client Journey, actively supporting and guiding your team as they interact and engage with the Solution – thus, empowering your team to manage the system post-implementation. This journey is not viewed as a one-time transaction but as an ongoing partnership, where we remain committed to client success and satisfaction at every stage.

DELIVERY TEAM

Once you have selected your “destination” of JustFOIA, our Delivery Team will guide you through four phases of implementation, ensuring a smooth path to Go-Live:

Phase 1: Pre-Implementation

We think it's important that we get to know each other first – building upon the knowledge gained during the decision-making process to configure the Solution to your specific needs. Your Project Coordinator will gather configuration data and outline expectations for the upcoming implementation phases. During our “Implementation Launch Session,” your assigned Project Coordinator will discuss training, confirm the timeline and key milestone dates, and introduce you to the public-facing side of your JustFOIA site and request form(s).

Phase 2: System Training & Configuration

This phase will consist of two remote/live “*System Training Sessions*” for Administrators and Power Users, focusing on the practical application of the Solution through a hands-on experience submitting and working with mock requests to create a deep practical understanding of requests and administration settings. Clients are introduced to form configurations, retention options, redaction capabilities, communication tools, and more.

Phase 3: Request Training, Processing & Testing

Administrators and Power Users will be guided through the designed request form workflow, creating a collaborative, problem solving experience that results in a more intimate understanding of the process.

As Administrators and Power Users become experts in the Solution, the JustFOIA Delivery Team will collaborate with you to assist in onboarding general users. With numerous resources to onboard and introduce your staff to the Solution including custom training outlines, workflow maps, and guides for long-term reference, JustFOIA empowers you to create an internal training program while reinforcing your own knowledgebase.

Following training, a designated testing window reinforces training principles while preparing to launch the JustFOIA Solution to the public. Your assigned Project Coordinator will be on stand-by to make necessary system modifications.

Phase 4: Launching JustFOIA

Now, the moment we've been waiting for – it's time to Go-Live with JustFOIA! The Delivery Team is invested in your success and will be with you every step of the way. We will remove test data from your JustFOIA site and provide a press kit to spread the word about your efforts to promote transparency. High-level priority is given to inquiries and adjustments during our *Hypercare Check-in Service* period until you are transitioned to your long-term Client Success and Technical Support Teams.

CLIENT SUCCESS

Once you have launched JustFOIA to the public, your journey is only just beginning. Every JustFOIA client is assigned a dedicated Client Success Specialist to ensure they are getting the most out of their investment. Your Client Success Specialist can consult with you to recommend best practices and solutions to common records request issues. We invite clients to participate in periodic user webinars, training opportunities, user communities, and focus groups. Regardless of user type, there is something for everyone.

In addition to ensuring your satisfaction with JustFOIA, your Client Success Specialist will recommend resources found in the Training Center for JustFOIA, our complimentary learning management system with unlimited, on-demand access to hundreds of help videos and product documentation.

JUSTFOIA DEFINITIONS

To determine which modules are applicable, please refer to the Pricing section. Your specific implementation may not include all modules described below.

REDACTION MODULE

Our powerful in-App Redaction Module allows you to upload and redact documents automatically with one click or manually remove sensitive data. Features include text search, pattern matching, proximity search, redact selected text and/or full page(s). Easily apply exemption codes to cite redaction reasons. Once applied, redacted areas are burnt into the document and cannot be recovered or removed so only the redacted version can be released. There is no per-user fee, so any permitted user can redact a document.

JUSTFOIA TRAINING CENTER

The JustFOIA Training Center is a robust Learning Management System that offers remote learning, ongoing training and certification. This complimentary subscription provides an easy solution for new users and refresher training.

Benefits include:

- 24/7 access to on-demand JustFOIA training videos, certification courses and other resources
- Reduction in training time and expenses
- Catered learning for all skill levels from Basic Users to System Administrators
- Unlimited access for Client's entire organization
- Reduction in internal support and increased user productivity
- Increased efficiency through improved internal usage/adoption of JustFOIA
- Customized with fully indexed, recorded training sessions

ADVANCED REPORTING

The Advanced Reporting module will allow Client to select data points to create custom reports and includes the following:

- User-selectable data points
- User-defined date ranges
- Saving created reports
- Ability to export data

SINGLE SIGN-ON (SSO)

The JustFOIA authentication system enables [Single Sign-On](#) ("SSO") integration by allowing connection to one of many supported identity providers. This allows users to login to JustFOIA via trusted connections established with their IT infrastructure (e.g., Microsoft Entra ID (formerly known as Azure Active Directory) login) instead of using username and password authentication within JustFOIA. This feature eliminates the need for users to maintain two sets of credentials, is easier for Client's IT organization to maintain security protocols and gives Client better control over managing user access.

The following types of enterprise connections can be made:

- Microsoft Entra ID (formerly known as Azure Active Directory)
- ADFS
- Open ID Connect
- Active Directory
- PingFederate
- Google Workspace (formerly G Suite, formerly Google Apps)
- SAML
- Duo

PAYMENT PORTAL

JustFOIA integrates with Global Payments, Authorize.net, PayPal, NIC, Catalis, or Point And Pay, to collect payments from requestors online. These third-party payment processors handle all monetary transactions and sensitive credit card data. The requestor enters the request number/security key to see any fees that they owe. If they owe fees, they can pay through a secure Global Payments, Authorize.net, PayPal, NIC, or Catalis. Once they pay, users are able to make the request documents available for immediate release.

LASERFICHE INTEGRATION

Our exclusive Laserfiche integration is a seamless bridge, allowing your organization to leverage Laserfiche to fulfill records requests more quickly and efficiently. From inside the JustFOIA Solution, users can securely connect to their Laserfiche repository to search and browse for responsive documents, sending selected documents to a specific request in the same file format as they are in the repository. As part of your Laserfiche Integration, you can export custom system reports directly into your Laserfiche repository, as well as all parts of a request including communications, response documents, invoices, and a full timeline history of activity on the request. This integration requires each user to have a full Laserfiche license. Please see the [Laserfiche Integration User & Configuration Guide](#).

ANY & ALL DOCUMENT MANAGEMENT

For clients who receive requests for “Any and All” communications, the effort to determine the responsive documents can be overwhelming. Built for clients who need to work with a large number of files, JustFOIA’s Any & All Document Management tool helps simplify and speed up this process with a variety of features, including:

- Extract .PST files (emails and attachments)
- Detect duplicate emails
- Bulk redact and sort all files with one-click
- Combine files into one PDF
- Create custom folders and review documents in the document viewer

DIRECTROUTE WORKFLOWS

DirectRoute Workflows enhance your organization’s efficiency by automating the initial routing of requests. This empowers requestors to pinpoint the exact department responsible for receiving and addressing their submission. This leads to a significant reduction in processing time, a streamlined user experience, and assurance that requests are routed accurately.

Like JustFOIA’s standard workflow capabilities, DirectRoute Workflows can include due dates, reminders, escalations, approvals and trigger the dispatch of system and customized emails.

DYNAMIC FORM FIELDS

For clients looking for a more advanced form experience, Dynamic Form Fields provides a way to create highly interactive and user-centric request forms. These fields adapt the form’s behavior to requestor input and predefined conditions, specifically enhance the requestor experience. Dynamic Form Fields can be especially valuable in complex forms where all fields are not relevant to every requestor. The use of Dynamic Form Fields ensures all data necessary to process a request is collected at the initial submission.

A JustFOIA Dynamic Form Field is defined as a single form field (Dropdown, Checkbox, Text Area, Text Input, Date or Label) that becomes visible and/or required based on form selections or requestor input.

SANDBOX

For clients that prefer to test proposed changes before making updates to their live system, JustFOIA offers a Sandbox environment. JustFOIA will provide a sandbox/testing environment based on a snapshot of the configuration and database on the day requests begin being processed via the JustFOIA Public Portal. An update can be requested at any time, for an additional cost.

INSTANCE

For agencies that prefer to have multiple instances of JustFOIA, there are options available. Ideal for shared services environments with centralized IT administration and billing needs, an additional instance can be used for an additional agency, division or even a sandbox environment. An additional instance includes:

- Per-instance administration interface
- Same add-ons as initial system
- A separate, unique URL
- Unique set of system email templates
- Independent branding and separate Public Portal
- Independent reporting
- A different SSO domain and/or payment account

SERVICE PACKAGES

GENERAL ASSUMPTIONS

The following assumptions serve as the basis for the Service Package(s) reflected below. Any service or activity not described below is not included in the scope of services to be provided. Variations to the following may impact the Service Package's cost and/or schedule, justifying a change order.

- JustFOIA's completion of a Deliverable to Client shall constitute that JustFOIA has conducted its own review and believes it meets Client's requirements. Client shall then have the right to conduct its own review of the Deliverable as Client deems necessary. If Client, in its reasonable discretion, determines that any submitted Deliverable does not meet the agreed upon expectations, Client shall have five (5) business days after JustFOIA's submission to give written notice to JustFOIA specifying the deficiencies in reasonable detail. JustFOIA shall use reasonable efforts to promptly resolve any such deficiencies. Upon resolution of any such deficiencies, JustFOIA shall resubmit the Deliverable for review as set forth above. Notwithstanding the foregoing, if Client fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.
- If either party identifies a business issue during the project, JustFOIA and Client must jointly establish a plan to resolve the issues with potential impact analysis of timeline and budget within five (5) business days of identification. Any necessary business decision resulting from the identified business issues must be made by Client within five (5) business days from request.
- Client will maintain primary contacts and project staff for the duration of the project, as a change in staff may result in a change order for time spent by JustFOIA on retraining, reeducating, or changes in direction.
- Any deviations from the contract will be documented in a Change Order that Client must execute.
- All rates are based on normal business hours, Monday through Friday from 8:00 AM to 5:00 PM local time within the continental United States. If scheduling needs to occur after business hours, additional rates may apply.
- For JustFOIA to excel in providing the highest level of service, Client must provide timely access to technical resources. Client must provide adequate technical support for all JustFOIA installation and support services. If Client does not have "in-house" technical support, it is Client's responsibility to make available the appropriate Information Technology resources/consultant when needed.
- Client will ensure that all Client's personnel who may be necessary or appropriate for the successful performance of the services will, on reasonable notice: (i) be available to assist JustFOIA personnel by answering business, technical and operational questions and providing requested documents, guidelines, and procedures in a timely manner; (ii) participate in the services as reasonably necessary for performance under this Order; and (iii) be available to assist JustFOIA with any other activities or tasks required to complete the services in accordance with this Order.
- Note that all services contracted for must be done as part of the initial implementation. For the avoidance of doubt, if there are services or portions thereof that the Client does not elect to implement as part of the initial implementation, such services are forfeited.
- All services, unless otherwise noted, will be performed remotely.

PRO IMPLEMENTATION

CLIENT TASKS & DELIVERABLES

- Provide a visual flow chart and/or narrative of current records request process(es) and requirements
- Attend all scheduled implementation sessions and respond promptly to requests for information
- Complete necessary configuration assignments in a timely manner, including but not limited to:
 - Create General User and Viewer accounts and respective departments
 - Create user-created email templates
- Conduct internal end-user (General User) trainings
- Perform user acceptance testing
- Complete JustFOIA Training Center trainings and certification
- Configure Deflection/Dynamic Fields, unless Dynamic Fields Configuration Package is quoted

JustFOIA TASKS & DELIVERABLES

- Deploy site in the Microsoft Azure Government Cloud
- Set up Client with Training Center accounts
- Conduct Pre-Implementation Session (1 hour) to collect necessary configuration data and outline expectations
- Lead Implementation Launch Session (1 hour) to identify implementation milestones and introduce Client to public facing JustFOIA site and request form(s)
- Establish and configure initial Administrator and Power User security credentials and respective departments
- Personalize Public Portal with Client branding
- Configure number of request forms defined in Order and necessary request statuses and workflow task lists
- Complete initial configuration of observed holidays
- Complete initial configuration of system email templates
- Conduct two (2) Remote System Trainings (1.5 hours and 1 hour respectively); recordings made available in Training Center
- Conduct one (1) Remote Workflow Training (1 hour per form process); recording made available in Training Center
- Provide training support and resources to Administrator and Power User Team for end-user trainings
- Provide technical support through user testing before going live
- Assist with transition to Client Success and Support Teams
- Provide Go-Live Marketing Press Kit

REDACTION EXEMPTION CODES CONFIGURATION

CLIENT TASKS & DELIVERABLES

- Provide list of desired Exemption Codes for entry into JustFOIA with desired descriptions

JustFOIA TASKS & DELIVERABLES

- Configure Redaction Exemption Codes and Exemption Log
- Complete testing and training

ANY & ALL DOCUMENT MANAGEMENT CONFIGURATION

CLIENT TASKS & DELIVERABLES

- Attend remote Document Management training and respond promptly to requests for information

JustFOIA TASKS & DELIVERABLES

- Configure and implement Any & All Document Management module
- Conduct one (1) remote Document Management training session (30 minutes); recording uploaded to Training Center

SINGLE SIGN-ON (SSO) CONFIGURATION

CLIENT TASKS & DELIVERABLES

- Review [Single Sign-on Guide](#)
- Follow the [Single Sign-on Guide and](#) best practices documentation for your Identity Provider of choice
- Choose a protocol to connect with (e.g.: SAML, Open ID Connect)
- Attend an Integration Call with JustFOIA to walk through any outstanding setup and Q&A, within the scope of JustFOIA responsibilities
- Work with JustFOIA to determine what pieces of information will be needed
- Participate in testing

JustFOIA TASKS & DELIVERABLES

- Conduct requirements gathering
- Configure JustFOIA SSO:
 - Deliver any relevant documentation for connection type to the client
 - Integration call with Client to walk through any outstanding setup and Q&A, within the scope of JustFOIA responsibilities
 - Information gathered by client is provided to JustFOIA
 - Enterprise Connection is created and established in the JustFOIA system
 - Client tests the connection to validate it is configured and working correctly

- Complete testing

DYNAMIC FIELDS CONFIGURATION

CLIENT TASKS & DELIVERABLES

- Provide a list of desired dynamic form field(s), keywords and/or external links

JustFOIA TASKS & DELIVERABLES

- Conduct requirements gathering (not to exceed 1 hour)
- Configure and implement up to 10 dynamic form fields (not to exceed 1 hour)
- Complete testing

READY TO PARTNER?

If you're ready to take the next step with JustFOIA, what happens next?

Checklist	Step/Activity	Responsible Party
<input type="checkbox"/>	Client notifies JustFOIA Solution Consultant (SC) of Vendor Selection	Client
<input type="checkbox"/>	Client reviews the What's Included and Pricing pages to confirm all necessary components are included and requests any necessary updates.	Client
<input type="checkbox"/>	JustFOIA SC requests information below to provide official Contract/Order with Assumptions, Terms & Conditions: <ul style="list-style-type: none"> ▪ Legal Name ▪ Bill to Contact(s)/Email(s) ▪ Ship to Contact(s)/Email(s) ▪ Accounts Payable Email (if applicable) ▪ Desired Request Forms ▪ Desired URL (Example: bryantx.justfoia.com) 	JustFOIA SC
<input type="checkbox"/>	Ensure your IT Department has reviewed and agreed to the prerequisites for: <ul style="list-style-type: none"> ▪ Single Sign-on <ul style="list-style-type: none"> ▪ Determine enterprise connection (i.e., Microsoft Entra ID (formerly known as Azure Active Directory), ADFS, SAML) ▪ Laserfiche Integration <ul style="list-style-type: none"> ▪ Must be on version 11 or higher ▪ What type of Laserfiche environment do you have (i.e., On-prem, Laserfiche Cloud, MCCi Managed Cloud, etc.)? 	Client IT
<input type="checkbox"/>	Ensure your Finance Department has reviewed and agreed to the supported payment gateways for the Payment Portal (Global Payments, Authorize.net, PayPal, NIC, Catalis, or Point And Pay) <ul style="list-style-type: none"> ▪ Determine desired payment gateway ▪ Determine/setup merchant account compatible with payment gateway 	Client Finance
<input type="checkbox"/>	Client/JustFOIA Legal Review	Client & JustFOIA SC
<input type="checkbox"/>	Client executes Contract and becomes part of the JustFOIA family!	Client

MASTER SERVICES AGREEMENT NO. 45811

This Master Services Agreement No. 45811 (this "**Agreement**") is effective on date of last signature ("**Effective Date**") and is made by and between MCCi, LLC, a Florida limited liability company, with its principal office located at 3717 Apalachee Parkway, Suite 201, Tallahassee, FL 32311 ("**Company**") and Client (defined herein). Company and Client may each be referred to individually herein as a "**Party**" or collectively as the "**Parties**".

The terms "**Client**" in this Agreement shall also include Client's "**Affiliates**," defined as a legal entity that directly or indirectly controls, is controlled by, or is under common control with the applicable Party. It is agreed that Client's Affiliates who are a party to the applicable Order (defined below) shall enjoy the same rights, benefits and obligations set forth in this Agreement as are applicable to Client.

As used in this Agreement, "**Company**" means the Company Affiliate providing the Services (defined below) to the Client in the applicable Order.

The Parties hereto intending to be legally bound hereby, agree as follows:

1. Scope of Service

Company and Client may develop and enter into one or more sales orders, attached hereto or incorporated by reference, incorporating a description of the specific goods and/or services requested by Client and agreed to be performed or otherwise provided by Company (and as modified in writing by the Parties, each an "**Order**"). Company will provide to Client those goods and/or services described as its obligation in the Order (collectively, the "**Services**"). If applicable, each Order will also describe items specifically required to be delivered by Company to Client (each a "**Deliverable**"), and the acceptance criteria, if any, for each of the Deliverables. Further, each Order will set forth, among other things, tasks to be performed by the Parties and roles and responsibilities of each Party. Each Order shall specifically identify this Agreement and indicate that it is subject to the terms hereof. Unless provided to the contrary in the applicable Order, to the extent there are any conflicts or inconsistencies between this Agreement and any Order or Client purchase order, except in regard to Sections 2 or 3 herein, the provisions of the applicable Order shall govern and control. Use of pre-printed forms, including, but not limited to email, purchase orders, shrink-wrap or click-wrap agreements, except those that may appear in the applicable Order, acknowledgements or invoices, is for convenience only and all pre-printed terms and conditions stated thereon, except as specifically set forth in this Agreement, are void and of no effect. No amendment or modification to this Agreement will be valid unless set forth in writing and formally approved by authorized representatives of both parties. To the extent that there are any conflicts or inconsistencies between this Agreement and any Client-entered third-party government purchasing agreement ("**Purchasing Vehicle**"), the provisions of the Purchasing Vehicle shall govern and control.

No change order, notice, direction, authorization, notification or request (each a "**Change Order**") will be binding upon Client or Company, nor will such Change Order be the basis for any claim for additional compensation by Company, until Client and Company have agreed in writing to the same.

Each Company Affiliate will only be liable for those obligations expressly set forth in the applicable Order to which it is a party and the applicable Affiliate will invoice client for the same. In no event will a Company Affiliate be liable for any of the obligations or liabilities of any other Company Affiliate pursuant to this Agreement.

2. Fees

Client shall pay to Company the fees and other compensation and or reimbursement set forth in each Order. The Client acknowledges that it may incur expenses as associated with non-refundable items (e.g., airline tickets, training/install charges, hotel reservations, rental cars, and the like), in the event that (i) Client cancels or reschedules performance, after Company has made the applicable arrangements; or (ii) If Client is not prepared upon Company's arrival, which results in cancellation, delays, and/or the need to reperform any Deliverables.

3. Invoicing and Payment

Unless otherwise stated in an Order, Company will invoice Client for all fees, charges and reimbursable expenses on a monthly basis and upon completion of each Order.

Client agrees to pay all undisputed invoices and undisputed portions of a disputed invoice in full within thirty (30) days from the date of each invoice. Failure to pay invoices by the due date, unless Company has been informed by said due date that an invoice is being contested and the reason therefor, may result in the imposition of interest charges to the extent allowable by law as well as any associated legal and collection fees incurred.

In all events, Client shall be liable for full payment for Services and/or Deliverables and reimbursement of Company's expenses incurred through the effective date of termination. If Client cancels or suspends an Order, pursuant to this Agreement and only if allowed hereunder, between completed milestones, Company will invoice Client for a pro-rated share of the completed portion of each milestone(s) for Deliverables performed through the date of such termination or delay. If Services are resumed or Deliverables continued, Company will recommence invoicing per the applicable Order.

To the extent that Client is not exempt and/or has not communicated its tax status to Company, Client further agrees to pay amounts equal to any federal, state or local sales, use, excise, privilege or other taxes or assessments, however designated or levied, relating to any amounts payable by Client to Company under this Agreement or any other Agreement between the Parties, exclusive of taxes based on Company's net income or net worth. Client understands and accepts that any pricing set forth in an Order does not include such taxes.

Payments for recurring software maintenance support, subscriptions and/or other service packages ("**Recurring Services**") are non-refundable.

4. Term and Termination

This Agreement will commence on the Effective Date and will be effective for the longer of (i) a one (1) year period or (ii) the term of the original Order and will continue for one (1) year periods and continue in full force and effect, unless terminated by either Party as set forth below. Notwithstanding the foregoing, if at any point an Order, Recurring Services, or similar underlying work document be active, then the terms of this Agreement shall govern the Order or similar underlying work document until termination or expiration of the same. Termination of this Agreement or any Order hereunder may occur upon any of the following:

- (a) Thirty (30) days after a Party's receipt of written notice from the other Party that this Agreement or the Services, in whole or in part under an Order, shall be terminated; provided, however, that termination or cancellation of any third-party Recurring Services procured under an Order shall be governed by the cancellation/notification terms set forth in the applicable EULA or then current third-party policies, which may require a different notice period; or
- (b) Thirty (30) days after a Party notifies the other in writing that they are in breach or default of this Agreement, unless the breaching Party cures such breach or default within such thirty (30) day period; or
- (c) Fifteen (15) days after the filing of a petition in bankruptcy by or against either Party, any insolvency of a Party, any appointment of a receiver for such Party, or any assignment for the benefit of such Party's creditors (a "**Bankruptcy Event**"), unless such Party cures such Bankruptcy Event within the fifteen (15) day period; or
- (d) If Client is a city, county, or other government entity the following applies: If Client's governing body fails to appropriate sufficient funds to make payments due and to become due during Client's next fiscal period, Client may, subject to the terms herein, terminate the applicable Order as of the last day of the fiscal period for which appropriations were received (each an "**Event of Non-appropriation**"). Client agrees to deliver notice of an Event of Non-appropriation to Company at least 30 days prior to the end of Client's then-current fiscal period, or if an Event of Non-appropriation has not occurred by that date, promptly upon the occurrence of any such Event of Non-appropriation. If this Agreement is terminated following an Event of Non-appropriation, Client agrees (but only to the extent permitted by applicable law) that, for a period of one (1) year from the effective date of such termination, Client shall not purchase or otherwise acquire any technology performing functions similar to those performed by the Recurring Services from a third party.

Notwithstanding anything to the contrary, despite expiration, non-renewal, or termination of this Agreement, unless the Parties have executed a master agreement that supersedes this Agreement, if at any time there is any active Order, or Company is providing any services to Client, the terms of this Agreement will continue to apply to the applicable Order or services.

5. Working Arrangements

All Services shall be performed remotely, unless otherwise agreed to by the Parties.

Client will ensure that all Client's personnel, vendors, and/or subcontractors who may be necessary or appropriate for the successful performance of the Services and/or delivery of a Deliverable will, on reasonable notice: (i) be available to assist Company Personnel by answering business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the Services as reasonably necessary for performance under an Order; and (iii) be available to assist Company with any other activities or tasks required to complete the Services in accordance with the Order.

6. Company Personnel

Neither Company nor its Personnel (defined below) are or shall be deemed to be employees of Client but instead are independent contractors to Client. Company shall be responsible for the compensation of its Personnel, in addition to any applicable employment taxes, workmen's compensation and any other taxes, insurance or provisions associated with the engagement of such Personnel.

In addition, Company shall be responsible for all acts or omissions of its Personnel.

Company may utilize independent subcontractors in satisfying its obligations under this Agreement (collectively with Company employees "**Personnel**"). Company remains responsible for all acts and omissions of all Personnel.

Upon receipt of notice from Client that any Company Personnel is not suitable, Company shall remove such person from the performance of Services and will provide a qualified replacement as quickly as reasonably possible.

Unless a particular Company Personnel member has been identified as a key resource to the relevant Order, Company at its sole discretion may reassign, if and as necessary, other appropriately qualified Company Personnel to the relevant Order as long as such assignment will not affect Company's fee for the Services defined or ability to satisfy its Deliverables.

Neither Party is a legal representative of the other nor does a Party have the authority, either express or implied, to bind or obligate the other in any way.

7. Non-Solicitation

To the extent permitted by law, during the term of this Agreement and for a period of twelve (12) months thereafter, neither Party shall knowingly (i) induce or attempt to induce any then-current employee or independent contractor of the other Party to terminate his or her employment or other relationship with the non-soliciting Party or (ii) solicit or hire any former employee or independent contractor that had been employed or

engaged by the non-soliciting Party during the previous twelve (12) months. Notwithstanding the foregoing, either Party may solicit for employment, offer employment to, employ, or engage as a consultant or advisor, any of the other Party's personnel who: (i) had no previous direct contact with the soliciting Party's personnel in connection with, and during the performance of, the Services hereunder, or (ii) have responded to a general, publicly-available advertisement for employment by the hiring Party (including its Affiliates), or (iii) make unsolicited approaches or inquiries to such Party (including its Affiliates) regarding employment opportunities. The current engaging Party, in its sole discretion, may waive this provision in writing for an individual. Except for government entities, In consideration for such waiver, the soliciting Party agrees to pay a placement fee equal to fifty (50) percent of such person's new total annual compensation. This placement fee shall be due immediately upon such person's commencement of services.

8. Data Privacy

In the event that Company, in the course of providing Services to Client, receives, stores, maintains, processes or otherwise has access to "**Personal Information**" (as defined by the State Data Protection Laws (defined below) and/or European Union Directives, and including, but not limited to, an individual's name and social security number, driver's license number or financial number) then Company shall safeguard this information in accordance with these laws. Company may disclose Personal Information and other Client provided information for business purposes only on a need-to-know basis and only to (i) Company Personnel, (ii) any third-party service providers that have agreed to safeguard Personal Information and other Client provided information in a like manner as Company safeguards such information, and (iii) with other entities authorized to have access to such information under applicable law or regulation. Company may disclose Personal Information when necessary to protect its rights and property, to enforce its terms of use and legal agreements, as required or permitted by law, or at the request of law enforcement authorities and the courts, and pursuant to a subpoena. Company shall have no duty to notify Client of such compliance with law. Company takes reasonable and appropriate measures to maintain the confidentiality and security of Personal Information and to prevent its unauthorized use or disclosure. To the extent that Company experiences a Security Breach as defined under the applicable State Data Protection Laws for information generated in connection with this Agreement or any Order hereto, Company shall notify Client in writing within five (5) business days of confirming the same.

9. Confidential Information

The Parties acknowledge that in the course of Company providing Services for Client hereunder, each may receive Confidential Information (as defined below) of the other Party. Any and all Confidential Information in any form or media obtained by a Recipient (defined below) shall be held in confidence and shall not be copied, reproduced, or disclosed to third parties for any purpose whatsoever except as necessary in connection with the performance hereunder. Each Recipient further acknowledges that it shall not use such Confidential Information for any purposes other than in connection with the activities contemplated by this Agreement. All consultants assigned by Company to Client will sign appropriate forms of confidentiality agreements on or prior to their start date.

"**Confidential Information**" means any and all confidential information of a Party disclosed to the other Party, including, but not limited to, research, development, proprietary software, technical information, techniques, know-how, trade secrets, processes, clients, employees, consultants, pricing information and financial and business information, plans and systems. Confidential Information shall not include information which: (i) was known to the Party receiving the information (the "**Recipient**") prior to the time of disclosure by the other Party (the "**Disclosing Party**"); (ii) at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of this Agreement or other wrongful act by the Recipient; (iii) was lawfully received by Recipient from a third party without any obligation of confidentiality; or (iv) is required to be disclosed by law or order of a court of competent jurisdiction or regulatory authority.

The obligations set forth in this Section shall survive termination of this Agreement for a period of three (3) years thereafter.

10. Intellectual Property

Unless otherwise specified in any Order, or subject to a third-party license agreement, title to all materials, Services, and/or Deliverables, including, but not limited to, reports, designs, programs, specifications, documentation, manuals, visual aids, and any other materials developed and/or prepared for Client by Company under any Order, to the extent that the same are custom and unique in application to Client, (whether or not such Order is completed) ("**Works**"), and all interest therein shall vest in Client and shall be deemed to be a work made for hire and made in the course of the Services rendered hereunder. Company shall retain a non-exclusive, royalty-free, world-wide, perpetual license to use, sell, modify, distribute, and create derivative works based upon any of the foregoing Works in its information technology professional services business, provided that in so doing Company shall not use or disclose any Client Confidential Information or Deliverables custom and unique to Client. To the extent that title to any such Works may not, by operation of law, vest in Client or such Works may not be considered works made for hire, all rights, title and interest therein are hereby irrevocably assigned to Client. All such Works shall belong exclusively to Client, except as set forth herein, with Client having the right to obtain and to hold in its own name, copyrights, registrations, or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. Company agrees to give Client and any person designated by Client, reasonable assistance, at Client's expense, required to perfect the rights defined in this Section. Unless otherwise requested by Client, upon the completion of the Services to be performed under each Order or upon the earlier termination of such Order, Company shall promptly turn over to Client all Works and Deliverables developed pursuant to such Order, including, but not limited to, working papers, narrative descriptions, reports, and data.

Notwithstanding the foregoing, the following shall not constitute the property of Client: (i) Company software, including but not limited to any proprietary code (source and object), or that which is subject to third-party license agreements with Company and/or Client; (ii) those portions of the Deliverables which include information in the public domain or which are generic ideas, concepts, know-how and techniques within the computer design, support and consulting business generally; and (iii) those portions of the Deliverables which contain the computer consulting

knowledge, techniques, tools, routines and sub-routines, utilities, know-how, methodologies and information which Company had prior to or acquired during the performance of its Services for Client and which do not contain any Confidential Information of Client conveyed to Company. Should Company, in performing any Services hereunder, use any computer program, code, or other materials developed by it independently of the Services provided hereunder ("**Pre-existing Work**"), Company shall retain any and all rights in such Pre-existing Work. Company hereby grants Client a paid up, royalty free, world-wide, non-exclusive license to use outputs generated by the Company software and Pre-existing Work for its internal business needs for the term of each applicable Order.

Client understands and agrees that Company may perform similar services for third Parties using the same Personnel that Company may use for rendering Services for Client hereunder, subject to Company's obligations respecting Client's Confidential Information.

11. Warranty

(a) General Representation and Warranty.

Client represents and warrants that it shall have all rights and licenses, including, without limitation those related to data, software and the like, of third parties, necessary or appropriate for Company to access or use such data and/or third-party products and agrees to produce evidence of such rights and licenses upon the reasonable request of Company.

(b) Services Warranty.

EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, THE APPLICABLE EXHIBITS AND/OR ORDERS, COMPANY DOES NOT MAKE OR GIVE ANY REPRESENTATION OR WARRANTY, WHETHER SUCH REPRESENTATION OR WARRANTY BE EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION OR WARRANTY FROM COURSE OF DEALING OR USAGE OF TRADE.

(c) General Warranty.

Company shall perform the Services in compliance with all applicable federal and state laws and regulations and industry codes, including but not limited to (i) federal and state anti-kickback laws and regulations, (ii) federal and state securities laws, meaning that Company agrees that Client may be a publicly traded company and Company shall instruct Company Personnel that federal and state securities laws prohibit the purchase, sale, or pledge of Client stock while in possession of any material, non-public information, (iii) the Foreign Corrupt Practices Act of 1977, (iv) federal and state privacy and data protection laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act (collectively, "**State Data Protection Laws**"), and (v) Company also represents that it uses E-Verify to verify the work authorization of all newly hired employees.

12. Indemnification and Limitation of Liability

(a) Indemnification.

To the extent caused by Company, Company shall indemnify, defend, and hold Client harmless against any loss, damage, or costs (including reasonable attorneys' fees) in connection with third party claims, demands, suits, or proceedings ("**Claims**") for bodily injury or tangible property damage arising out of Company's performance within the scope of its responsibilities under this Agreement or by a third-party alleging that the use of any Deliverable (expressly excluding third party software and/or cloud host provider) as provided to Client under this Agreement or any Order hereto and used in accordance with this Agreement and relevant documentation, infringes any third party's intellectual property rights perfected in the United States. Notwithstanding the foregoing, Company shall not be required to indemnify Client to the extent the alleged infringement: (i) is based on information or requirements furnished by Client, (ii) is the result of a modification made by an entity other than Company, or (iii) arises from use of a Deliverable in combination with any other product or service not provided or approved in writing by Company. If Client is enjoined from using the Deliverable or Company reasonably believes that Client will be enjoined, Company shall have the right, at its sole option, to obtain for Client the right to continue use of the Deliverable or to replace or modify the same so that it is no longer infringing. If neither of the foregoing options is reasonably available to Company, then this Agreement may be terminated at either Party's option, and Company's sole liability shall be subject to the limitation of liability provided in this Section.

(b) Indemnification Procedure.

Client shall give Company (i) prompt written notice of the Claim; (ii) sole control of the defense and settlement of the Claim (provided that Company may not settle any Claim unless it unconditionally releases Client of all liability and does not otherwise negatively impact Client's rights, including, without limitation, those in its intellectual property); and (iii) at Company's cost, all reasonable assistance.

(c) Limitation of Liability.

Except for a breach of intellectual property rights, a third party's end user and/or terms of use agreement, and to the extent caused by the applicable Party:

TO THE EXTENT ALLOWABLE BY STATE LAW APPLICABLE TO CLIENT:

(i) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST REVENUES, PROFITS, SAVINGS OR BUSINESS) OR LOSS OF RECORDS OR DATA, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED TO SUCH PARTY IN ADVANCE OR COULD HAVE BEEN REASONABLY FORESEEN BY SUCH PARTY, AND WHETHER IN AN ACTION BASED ON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE. EXCEPT FOR A PARTY'S PAYMENT OBLIGATIONS; (ii) EACH PARTY'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS, LOSSES, OR OTHER LIABILITY ARISING OUT OF, OR CONNECTED WITH, THIS AGREEMENT, THE SERVICES, DELIVERABLES AND/OR SOFTWARE PROVIDED HEREUNDER OR CLIENT'S USE OF ANY SUCH SERVICES, DELIVERABLES, AND/OR SOFTWARE, AND WHETHER BASED UPON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE, SHALL IN NO CASE EXCEED THE AGGREGATE AMOUNTS

PAID TO COMPANY BY CLIENT UNDER THE APPLICABLE ORDER, GIVING RISE TO SUCH CLAIM DURING THE LAST TWELVE (12) MONTHS. UNLESS PROVIDED OTHERWISE IN AN ORDER, THIS LIMITATION OF LIABILITY SHALL APPLY TO ALL AGREEMENTS BETWEEN THE PARTIES, REGARDLESS OF WHETHER EXECUTED PRIOR TO OR SUBSEQUENT TO THIS AGREEMENT.

EACH PARTY'S ENTIRE LIABILITY AND CLIENT'S REMEDIES UNDER THIS AGREEMENT SHALL BE SUBJECT TO THE LIMITATIONS CONTAINED IN THIS SECTION. THE LIMITATIONS ON WARRANTY AND LIABILITY SPECIFIED IN THE WARRANTY AND INDEMNIFICATION AND LIMITATION OF LIABILITY SECTIONS HEREOF WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

The Parties acknowledge that the limitation of warranties and liabilities as set out in this Agreement are an essential basis of this Agreement and that the prices agreed to be paid by Client for Services reflect these limitations.

13. Insurance

During the term of this Agreement, Company shall carry, at its sole expense, insurance coverage to include at a minimum the following:

- Workers Compensation: State statutory limits and \$1,000,000 employers' liability
- Comprehensive General Liability: \$2,000,000 per occurrence and \$4,000,000 in the aggregate
- Professional Liability and Errors & Omissions: \$1,000,000 per occurrence and \$3,000,000 in the aggregate
- Cyber and Technical Errors and Omissions: \$3,000,000 in the aggregate

Company, at Client's request, will name Client as an additional insured under the Comprehensive General Liability policy. Company represents that Client is automatically included as an additional insured under the Errors and Omissions and Cyber and Technical Errors and Omissions policies for vicarious liability, but no modified certificate of insurance will be provided.

14. Notices

All notices, demands, and other communications required or permitted hereunder or in connection herewith shall be in writing and shall be deemed to have been duly given if delivered (including by receipt verified electronic transmission) or five (5) business days after mailed in the Continental United States by first class mail, postage prepaid, to a Party at the following address, or to such other address as such Party may hereafter specify by notice:

<u>If to Company</u>	<u>If to Client:</u>
MCCI, LLC	City of Rogers
3717 Apalachee Parkway	22350 South Diamond Lake Road
Suite 201	Rogers, MN, 55374
Tallahassee, FL 32311	Attn: Steve Stahmer
Attn: Legal Department	Email: sstahmer@rogersmn.gov
Email: legal@mccinnovations.com	

15. Miscellaneous

(a) EULA (End User License Agreement) Provisions.

Client acknowledges that they are responsible for adhering to any third-party End User License Agreements, acceptable use policies, and/or terms and conditions or similar requirements ("**EULA**"). This applies, without limitation, to MCCI affiliate licensed software regardless of the means of provision. Except for a Company Affiliate providing the foregoing, Company shall not be responsible for such products except related services provided directly by Company. Client shall be responsible for timely notification to Company for cancellation of any third-party products or services in accordance with the third-party's applicable EULA, product-specific terms outlined in the relevant Order, addendum, or then current policy. Client shall remain liable for any fees, penalties, or obligations

(b) Use of Open-Source Code.

Except as disclosed in the Order, Company does not distribute nor otherwise use any open-source or similar software in a manner that would obligate Company to disclose, license, make available or distribute any of its material proprietary source code as a condition of such use. For purposes of this Agreement, "**Open Source**" shall mean any software or other Intellectual Property that is distributed or made available as "open-source software" or "free software" or is otherwise publicly distributed or made generally available in source code or equivalent form under terms that permit modification and redistribution of such software or Intellectual Property. Open Source includes, but may not be limited to, software that is licensed under the GNU General Public License, GNU Lesser General Public License, Mozilla License, Common Public License, Apache License, or BSD License, as well as all other similar "public" licenses.

(c) Client Software Customizations.

Client may choose to customize their software internally without Company's help. Company is not responsible for any damages caused by Client's customization of the software. Company will not be held responsible for correcting any problems that may occur from these customizations.

(d) Company Software Configuration Services.

Client may elect to contract with Company to configure Client's software. In these situations, Client acknowledges they are responsible for testing all software configurations and as such, waives any and all liability to Company for any damages that could be related to these software configurations.

(e) Compliance with Laws.

To the extent applicable to the Parties each Party shall comply with and give all notices required by all applicable federal, state, and local laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on use of the Services, Deliverables and/or software and the performance of this Agreement.

(f) Equal Opportunity.

To the extent applicable to the Parties each shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a), and the posting requirements of 29 CFR Part 471, appendix A to subpart A, if applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin.

(g) Excluded Parties List.

To the extent required by law and applicable to Client, Company agrees to promptly report to Client if an employee or contractor is listed by a federal agency as debarred, excluded or otherwise ineligible for participation in federally funded health care programs.

(h) Boycotts.

Company is not engaged in and will not engage in a boycott prohibited under United States and/or applicable State laws.

(i) E-Verify

Company uses E-Verify to verify the work authorization of all newly hired employees.

(j) Force Majeure.

If either of the Parties hereto are delayed or prevented from fulfilling any of its obligations under this Agreement by force majeure, said Parties shall not be liable under this Agreement for said delay or failure. "Force Majeure" means any cause beyond the reasonable control of a Party including, but not limited to, an act of God, an act or omission of civil or military authorities of a state or nation, epidemic, pandemic, fire, strike, flood, riot, war, delay of transportation, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.

(k) Audit Rights.

With reasonable notice and at a convenient location, Client will have the right to audit Company's records to verify the accuracy of invoicing to Client.

In addition, should any of Client's regulators legally require access to audit the Services, Company will, to the extent legally required by such regulators, provide access for the same. All results of such audits shall be Company Confidential Information.

Client shall bear all costs associated with audits.

(l) Assignment.

Neither Party may assign or otherwise transfer any of its rights, duties, or obligations under this Agreement without the prior written consent of the other Party. Either Party, however, without any requirement for prior consent by the other, may assign this Agreement and its rights hereunder to any entity who succeeds (by purchase, merger, operation of law or otherwise) to all or substantially all of the capital stock, assets, or business of such Party, if the succeeding entity agrees in writing to assume and be bound by all of the obligations of such Party under this Agreement. This Agreement shall be binding upon and accrue to the benefit of the Parties hereto and their respective successors and permitted assignees.

(m) Modification.

This Agreement may be modified only by a written amendment executed by duly authorized officers or representatives of both Parties.

(n) Provisions Severable.

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such provision shall be severed from this Agreement and the remaining provisions will continue in full force.

(o) Dispute Resolution.

Should a dispute arise between Company and Client involving their respective responsibilities, limitations, or the working relations between the Parties under this Agreement or any Order, then the Parties will make reasonable efforts to amicably resolve the dispute. Prior to entering arbitration as set forth below, the Parties agree that any dispute will initially be referred to their senior management for resolution within ten (10) business days of receipt of notice specifying and asking for the intervention of the Parties' superiors. If the dispute is still unresolved after such ten (10) business day period, the Parties agree, at the written request of either Party, to submit the dispute to a single arbitrator for resolution by binding arbitration under the rules of the American Arbitration Association, and that any award of the arbitrator shall be enforceable under any court having jurisdiction thereof. In any such action, the Parties will bear their own costs and will share equally in the costs and fees assessed by the American Arbitration Association for its services.

(p) Interpretation.

The descriptive headings of this Agreement and of any Order under this Agreement are for convenience only and shall not affect the construction or interpretation of this Agreement. As used herein, "include" and its derivatives (including, "e.g.") shall be deemed to mean "including but not limited to." Each Party acknowledges that this Agreement has been the subject of active and complete negotiations, and that this Agreement should not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisers participated in the preparation of this Agreement.

(q) Publicity.

Company may use the name of Client, the existence of this Agreement and the nature of the associated services provided herein for marketing purposes, except that such use shall not include any Client Confidential Information as defined in this Agreement.

(r) Entire Agreement.

This Agreement and all Order(s) attached hereto constitute the complete and exclusive statement of the agreement between the Parties and supersedes all proposals, oral or written, and all other prior or contemporaneous communications between the Parties relating to the subject matter herein.

(s) Counterparts.

This Agreement may be executed in several counterparts, each of which will be deemed an original, and all of which taken together will constitute one single agreement between the Parties with the same effect as if all the signatures were upon the same instrument. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the Parties and the receiving Party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

(t) Governing Law.

This Agreement, any claim dispute or controversy hereunder (a "Dispute") will be governed by (i) the laws of the State of Florida, or (ii) if Client is a city, county, municipality or other governmental entity, the law of state where Client is located, in all cases without regard to its conflicts of law. The UN Convention for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply. In any Dispute, each Party will bear its own attorneys' fees and costs and expressly waives any statutory right to attorneys' fees.

(u) Survival.

Sections 2 (Fees), 3 (Invoicing and Payment), 6 (Company Personnel), 7 (Non-solicitation), 8 (Data Privacy), 9 (Confidential Information), 10 (Intellectual Property), 11 (Warranty), 12 (Indemnification and Limitation of Liability), 14 (Notices), 15 (Miscellaneous), and all other terms that by their context are intended to survive, whether in or under this Agreement, shall survive termination or expiration of this Agreement.

(v) Bench Trial.

The Parties agree to waive, to the maximum extent permitted by law, any right to a jury trial with respect to any Dispute.

(w) No Class Actions.

NEITHER PARTY SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST EACH OTHER, SUCH PARTY'S PROVIDERS, AND/OR CLIENTS, OR PURSUE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

(x) Limitation Period.

Neither Party shall be liable for any claim brought more than two (2) years after the cause of action for such claim first arose.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

MCCi, LLC

CITY OF ROGERS ("Client")

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

22350 SOUTH DIAMOND LAKE ROAD
ROGERS, MN, 55374

ADDENDUM NO. 1 TO MASTER SERVICES AGREEMENT NO. 45811

INITIAL JUSTFOIA ORDER

Pursuant to Master Services Agreement No. 45811 ("**Agreement**"):

This Order, designated as Addendum No. 1, is entered into as of _____, ("**Order Effective Date**"), by and between JustFOIA, Inc. ("Company" or "JustFOIA") and Client. This Order is subject to the Agreement and the following terms that are applicable to Company providing Company software (the "Solution") to Client. Company is an affiliate of MCCi and will provide the Solution as set forth hereunder. Company will invoice Client directly for the same. If there is any conflict between a provision of the Agreement and this Order, the Order will control. Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement. This Order supersedes any previous quotes or proposals received. Use of pre-printed forms, including, but not limited to, email, purchase orders, shrink-wrap or click-wrap agreements, acknowledgements, or invoices, is for convenience only, and all unilaterally issued and/or pre-printed terms and conditions stated thereon, except as specifically set forth in this Order, are void and of no effect.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum No. 1 to be executed by their respective duly authorized representatives as of the Addendum Effective Date.

JustFOIA, Inc

CITY OF ROGERS ("Client")

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PRICING



3717 Apalachee Parkway, Suite 201
 Tallahassee, FL 32311
 850.701.0725
 850.564.7496 fax

Bill to: Nicole Pearson
npearson@rogersmn.gov

Ship to: Steve Stahmer
sstahmer@rogersmn.gov

cc AP Contact: invoices@rogersmn.gov

Client Name: City of Rogers
Client Address: 22350 South Diamond Lake Road, Rogers, MN, 55374
Quote Number: 42412
Quote Type: New JustFOIA System
Site Name: City of Rogers, MN
URL: rogersmn.justfoia.com
Forms: Police Department Records Requests, City Hall Records Requests

Quote Date: 6/16/2026

Subscription Period Start Date:

Date of Contract Execution

Subscription Period End Date:

12 Months from Date of Contract Execution

Product Description:	Qty.	Unit Cost	Total
<u>JustFOIA ANNUAL RECURRING SERVICES</u>			
<input checked="" type="checkbox"/> JustFOIA Pro Plus	1	\$9,835.00	\$9,835.00
<input checked="" type="checkbox"/> Single Sign-On (SSO)	1	Included	Included
<input checked="" type="checkbox"/> Any & All Document Management	1	Included	Included
<input checked="" type="checkbox"/> Unlimited Admins, Power Users & General Users	1	Included	Included
<input checked="" type="checkbox"/> Unlimited Storage	1	Included	Included

JustFOIA SUPPLEMENTAL SUPPORT SUBSCRIPTION

<input checked="" type="checkbox"/> JustFOIA Managed Support Services	1	\$1,386.00	\$1,386.00
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Up to 10 hours of JustFOIA staff time to be used post-implementation for training, consultation, configuration or adjustments to workflows. Hours expire when subscription period ends.

SUBTOTAL - RECURRING ANNUAL SERVICES	\$11,221.00
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Service Description:	Qty.	Unit Cost	Total
<u>JustFOIA SERVICE PACKAGES</u>			
<input checked="" type="checkbox"/> Pro Implementation	1	Included	Included
<input checked="" type="checkbox"/> Configuration of 2 Request Forms	1	Included	Included
<i>• Police Department Records Requests • City Hall Records Requests</i>			
<input checked="" type="checkbox"/> Redaction Exemption Codes Configuration	1	\$1,500.00	\$1,500.00
<input checked="" type="checkbox"/> Single Sign-On Configuration	1	Included	Included
<input checked="" type="checkbox"/> Any & All Document Management Configuration	1	Included	Included
<input checked="" type="checkbox"/> Dynamic Fields Configuration (up to 10/package)	1	\$370.00	\$370.00

SUBTOTAL - ONE-TIME SERVICES	\$1,870.00
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YEAR 1 ORDER COST	\$13,091.00
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YEAR 2 RECURRING ANNUAL SUBSCRIPTION COST	\$11,782.05
YEAR 3 RECURRING ANNUAL SUBSCRIPTION COST	\$12,371.15

All Quotes Expire 30 Days from Quote Date

This is NOT an invoice. Please use this confirmation to initiate Client’s purchasing process.

RECURRING SERVICES

Client has elected to license the JustFOIA software provided as a service (the “**Solution**”).

An annual increase of 5% will be applied to the immediately preceding annual rates (excluding any initial or one-time discounts). The Recurring Services portion of this Order and/or applicable Addendum will renew upon payment of annual renewal invoice or will terminate as set forth below (“Termination” section).

SALES TAX

Sales tax will be invoiced where the Client is not exempt and/or has not communicated its tax status to JustFOIA. Sales tax is not included in the fee quote above.

TERMINATION

Either party may terminate this Order upon any of the following:

- (a) Thirty (30) days after one party notifies the other in writing that they are in breach or default of this Order, unless the breaching party cures such breach or default within such thirty (30) day period; or
- (b) Fifteen (15) days after the filing of a petition in bankruptcy by or against either party, any insolvency of a party, any appointment of a receiver for such party, or any assignment for the benefit of such party’s creditors (a “**Bankruptcy Event**”), unless such party cures such Bankruptcy Event within the fifteen (15) day period; or
- (c) If Client has not paid in full the renewal invoice within 45 days after scheduled renewal date of the Recurring Services, the Order (and/or applicable addendum) will systematically terminate, but may be reinstated if/when the Client pays the renewal invoice in full (including any applicable reinstatement fees); or
- (d) If Client is a city, county, or other government entity the following applies: If Client’s governing body fails to appropriate sufficient funds to make payments due and to become due during Client’s next fiscal period, Client may, subject to the terms herein, terminate the Order as of the last day of the fiscal period for which appropriations were received (each an “**Event of Non-appropriation**”). Client agrees to deliver notice of an Event of Non-appropriation to JustFOIA at least 30 days prior to the end of Client’s then-current fiscal period, or if an Event of Non-appropriation has not occurred by that date, promptly upon the occurrence of any such Event of Non-appropriation. If this Order is terminated following an Event of Non-appropriation, Client agrees to compensate JustFOIA for services rendered prior to such Event of Non-appropriation.

[remainder of page intentionally left blank]

BILLING

JustFOIA will invoice Client as follows:

Product/Service Description	Timing of Billing
Recurring Services	<ul style="list-style-type: none">▪ Initial Sale: Upon receipt of Order.▪ Annual Renewal: 75 days in advance of expiration date.
One-Time Services	50% upon project kickoff, remaining 50% upon project completion and project acceptance.

JustFOIA shall not send any invoices, nor claim payment, for any fees or expenses incurred by JustFOIA until both parties authorize this Order.

PAYMENT

Client agrees to pay all undisputed invoices and undisputed portions of a disputed invoice in full within thirty (30) days from the date of each invoice. Notwithstanding any payment terms to the contrary, while Company will send a renewal invoice approximately 75 days prior to the expiration of the then current Recurring Services, the payment is not considered delinquent unless it occurs after the expiration date of the Recurring Services. Once payment has been received, no refunds for Recurring Services are available.

WHAT'S INCLUDED

	JustFOIA Technical Support Services	JustFOIA Managed Support Services	JustFOIA Process Administration Support Services
Description	Technical	JMSS	JPASS
Easy access to JustFOIA's team of support technicians for break/fix support issues (i.e., error codes, bug fixes, etc.) & basic Q&A support	■	■	■
Remote access support through web meeting	■	■	■
Access to version updates, security updates and hotfixes	■	■	■
Customized JustFOIA Training Center Support	■	■	■
Access to high-level support technicians with enhanced knowledge		■	■
Remote Training for New/Existing Users		■	■
Annual System Review (upon Client request)		■	■
System Settings Consultation		■	■
Assistance with Current System Modifications*		■	■
Assistance with New System Configurations**		■	■
Configuration Changes to Routing of Current DirectRoute Workflows		■	■
Dedicated Technical Support Professional			■
Institutional Knowledge of Client's Solution			■
Proactive recurring consultation calls upon the Client's request			■
Adjust Current SSO or Payment Portal Connections			■

***Current System Modifications** includes Public Portal, Forms, Standard Workflows, Email Templates, Advanced Reports, Custom Dashboards, Dynamic Fields, Users, and Redaction settings.

****New System Configurations** includes Users, Forms, Standard Workflows, Email Templates, Advanced Reports, Custom Dashboards, Dynamic Fields, Users, and Redaction settings. This will also include new additional features that are added to Client's subscription in the future.

Note on Hours usage: JustFOIA allows clients to use their hours for a multitude of post-implementation services, as long as a request will not start a service that cannot be completed within the hours available. The creation of new DirectRoute Workflows is not included in Supplemental Support Services.

JustFOIA Supplemental Support Services

Want an enhanced level of post-implementation support? JustFOIA offers two supplemental support packages, Managed Support Services (JMSS) or Process Administration Support Services (JPASS), to cover ongoing consultation, training, and configuration services. A supplemental support package is strongly encouraged to be included with every renewal and is an annual subscription. Pricing is based on the package purchased and is an advanced discounted block of hours, which expires on the same date as Client's annual renewal. JMSS pricing for the advanced block of hours is based on JustFOIA's Support Technician hourly rate discounted by 10%. JPASS pricing for the advanced block of hours is based on JustFOIA's Senior Support Technician hourly rate discounted by 10%.

Supplemental Support Package Definitions

ENHANCED KNOWLEDGE

You'll have access to our team of more knowledgeable support technicians.

REMOTE TRAINING

Additional remote training is conducted to train new users or as refresher training for existing users.

SYSTEM CONSULTATION

JustFOIA offers best practices consultation that includes recommendations for adding additional departments, statuses, email templates, etc.

CONFIGURATION/MODIFICATION SERVICES

Configuration/modification services for request forms, standard workflows, email templates, dynamic form fields, and more.

CHANGES TO ROUTING OF CURRENT DIRECTROUTE WORKFLOWS

For clients with a DirectRoute Workflow, we will make minor adjustments such as changing the routing individual to maintain your DirectRoute Workflow.

DEDICATED SUPPORT PROFESSIONAL & INSTITUTIONAL KNOWLEDGE

You will be assigned a dedicated support professional who will gain institutional knowledge of your agency's unique setup and configuration of the JustFOIA solution.

PROACTIVE, RECURRING CALLS UPON REQUEST

Clients can request to have a recurring call with their dedicated support professional (monthly or quarterly) to discuss recommended changes, questions, or concerns.

ADJUSTMENT OF CURRENT SINGLE-SIGN ON OR PAYMENT PORTAL CONNECTIONS

JustFOIA can assist with adjusting the current SSO or Payment Portal connection.

SERVICE PACKAGES

GENERAL ASSUMPTIONS

The following assumptions serve as the basis for the Service Package(s) reflected below. Any service or activity not described below is not included in the scope of services to be provided. Variations to the following may impact the Service Package's cost and/or schedule, justifying a change order.

- JustFOIA's completion of a Deliverable to Client shall constitute that JustFOIA has conducted its own review and believes it meets Client's requirements. Client shall then have the right to conduct its own review of the Deliverable as Client deems necessary. If Client, in its reasonable discretion, determines that any submitted Deliverable does not meet the agreed upon expectations, Client shall have five (5) business days after JustFOIA's submission to give written notice to JustFOIA specifying the deficiencies in reasonable detail. JustFOIA shall use reasonable efforts to promptly resolve any such deficiencies. Upon resolution of any such deficiencies, JustFOIA shall resubmit the Deliverable for review as set forth above. Notwithstanding the foregoing, if Client fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.
- If either party identifies a business issue during the project, JustFOIA and Client must jointly establish a plan to resolve the issues with potential impact analysis of timeline and budget within five (5) business days of identification. Any necessary business decision resulting from the identified business issues must be made by Client within five (5) business days from request.
- Client will maintain primary contacts and project staff for the duration of the project, as a change in staff may result in a change order for time spent by JustFOIA on retraining, reeducating, or changes in direction.
- Any deviations from the contract will be documented in a Change Order that Client must execute.
- All rates are based on normal business hours, Monday through Friday from 8 am to 5 pm local time. If scheduling needs to occur after business hours, additional rates may apply.
- For JustFOIA to excel in providing the highest level of service, Client must provide timely access to technical resources. Client must provide adequate technical support for all JustFOIA installation and support services. If Client does not have "in-house" technical support, it is Client's responsibility to make available the appropriate Information Technology resources/consultant when needed.
- Client will ensure that all Client's personnel who may be necessary or appropriate for the successful performance of the services will, on reasonable notice: (i) be available to assist JustFOIA personnel by answering business, technical and operational questions and providing requested documents, guidelines, and procedures in a timely manner; (ii) participate in the services as reasonably necessary for performance under this Order; and (iii) be available to assist JustFOIA with any other activities or tasks required to complete the services in accordance with this Order.
- Note that Client may elect not to enable some contracted Deliverables before Go Live. Support Services hours will be required to enable those contracted Deliverables after Go Live.
- All services, unless otherwise noted, will be performed remotely.

PRO IMPLEMENTATION

CLIENT TASKS & DELIVERABLES

- Provide a visual flow chart and/or narrative of current records request process(es) and requirements
- Attend all scheduled implementation sessions and respond promptly to requests for information
- Complete necessary configuration assignments in a timely manner, including but not limited to:
 - Create General User and Viewer accounts and respective departments
 - Create user-created email templates
- Conduct internal end-user (General User) trainings
- Perform user acceptance testing
- Complete JustFOIA Training Center trainings and certification
- Configure Deflection/Dynamic Fields, unless Dynamic Fields Configuration Package is quoted

JustFOIA TASKS & DELIVERABLES

- Deploy site in the Microsoft Azure Government Cloud

- Set up Client with Training Center accounts
- Conduct Pre-Implementation Session (1 hour) to collect necessary configuration data and outline expectations
- Lead Implementation Launch Session (1 hour) to identify implementation milestones and introduce Client to public facing JustFOIA site and request form(s)
- Establish and configure initial Administrator and Power User security credentials and respective departments
- Personalize Public Portal with Client branding
- Configure number of request forms defined in Order and necessary request statuses and workflow task lists
- Complete initial configuration of observed holidays
- Complete initial configuration of system email templates
- Conduct two (2) Remote System Trainings (1.5 hours and 1 hour respectively); recordings made available in Training Center
- Conduct one (1) Remote Workflow Training (1 hour per form process); recording made available in Training Center
- Provide training support and resources to Administrator and Power User Team for end-user trainings
- Provide technical support through user testing before going live
- Assist with transition to Client Success and Support Teams
- Provide Go-Live Marketing Press Kit

REDACTION EXEMPTION CODES CONFIGURATION

CLIENT TASKS & DELIVERABLES

- Provide list of desired Exemption Codes for entry into JustFOIA with desired descriptions

JustFOIA TASKS & DELIVERABLES

- Configure Redaction Exemption Codes and Exemption Log
- Complete testing and training

ANY & ALL DOCUMENT MANAGEMENT CONFIGURATION

CLIENT TASKS & DELIVERABLES

- Attend remote Document Management training and respond promptly to requests for information

JustFOIA TASKS & DELIVERABLES

- Configure and implement Any & All Document Management module
- Conduct one (1) remote Document Management training session (30 minutes); recording uploaded to Training Center

SINGLE SIGN-ON (SSO) CONFIGURATION

CLIENT TASKS & DELIVERABLES

- Review [Single Sign-on Guide](#)
- Follow the [Single Sign-on Guide and](#) best practices documentation for your Identity Provider of choice
- Choose a protocol to connect with (e.g.: SAML, Open ID Connect)
- Choose an Identity Provider
- Attend a 30 minutes Integration session with JustFOIA to complete the configuration
- Participate in testing

JustFOIA TASKS & DELIVERABLES

- Configure JustFOIA SSO:
 - Deliver the JustFOIA [Single Sign-on Guide](#)
 - Lead a 30-minute Integration session to complete the configuration
- Complete testing

DYNAMIC FIELDS CONFIGURATION

CLIENT TASKS & DELIVERABLES

- Provide a list of desired dynamic form field(s), keywords and/or external links

JustFOIA TASKS & DELIVERABLES

- Conduct requirements gathering (not to exceed 1 hour)
- Configure and implement up to 10 dynamic form fields (not to exceed 1 hour)
- Complete testing

JUSTFOIA TERMS OF SOFTWARE SERVICE

THESE **TERMS OF SOFTWARE SERVICE (THESE "TERMS")** APPLY TO ALL ORDERS PLACED FOR THE JUSTFOIA SOFTWARE PROVIDED AS A SERVICE (THE "SOLUTION"). THESE PROVISIONS SHALL SURVIVE AFTER TERMINATION OR EXPIRATION OF ANY AND ALL PORTIONS OF THE ORDER.

WARRANTIES & DISCLAIMERS

JUSTFOIA DOES NOT PROMISE THAT THE SOLUTION WILL BE UNINTERRUPTED OR ERROR-FREE. CLIENT ACKNOWLEDGES THAT THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE LOSS OF CLIENT PRIVACY, CLIENT DATA, CONFIDENTIAL INFORMATION, AND PROPERTY.

JustFOIA Warranties

JustFOIA warrants that (i) the Solution shall perform materially in accordance with any specifications or descriptions set forth herein, (ii) subject to exceptions related to non-JustFOIA software, the functionality of the Solution will not be materially decreased during the term of this Order, (iii) JustFOIA will use industry standard measures to not transmit malicious code and the like ("Malicious Code") to Client, provided that if Client or a user uploads a file containing Malicious Code into the Solution Client shall be liable for the same; and (iv) to JustFOIA's knowledge, Client's use of the Solution in strict compliance with the Order shall not infringe or violate the intellectual property rights of any third-party.

The warranties herein are void to the extent of any Client failure to perform in accordance with the Order and any licensing terms. JustFOIA shall not be responsible for any decrease in functionality or other issues that are the result of (i) the Solution not being used in accordance with the Order, (ii) the Solution being modified or altered by or on behalf of Client without JustFOIA's written permission, or (iii) Internet or network connections, third-party software, streaming services, computers, equipment and/or devices not supplied by JustFOIA.

Client Warranties

Client warrants that JustFOIA's use of Client data and/or any other item provided by Client, in accordance with the Order will not infringe or violate the intellectual property or other rights of any third-party.

Client warrants that it shall have all rights and licenses of third-parties necessary or appropriate for JustFOIA to access or use such third-party products and agrees to produce evidence of such rights and licenses upon the reasonable request of JustFOIA.

LIMITED LIABILITY

JUSTFOIA'S, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AND AGENTS, TOTAL AGGREGATE LIABILITY, FOR ANY AND ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES, COSTS, OR EXPENSES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR RELATING TO THESE TERMS, OR USE OF THE SOLUTION (INCLUDING, WITHOUT LIMITATION, LICENSED SOFTWARE, SAAS OFFERINGS HOSTED ON MICROSOFT AZURE, AND ANY RELATED PROFESSIONAL SERVICES), SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE FEES ACTUALLY RECEIVED BY JUSTFOIA UNDER THE APPLICABLE ORDER GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

LIMITED LIABILITY SHALL NOT APPLY TO: (A) BREACH OF INTELLECTUAL PROPERTY RIGHTS; (B) A BREACH OF ANY APPLICABLE ACCEPTABLE USE POLICY; (C) FRAUD OR WILLFUL MISCONDUCT; OR (D) LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

LIMITED LIABILITY SET OUT IN THIS SECTION SHALL TAKE PRECEDENCE OVER LANGUAGE INCLUDED IN ANY OTHER AGREEMENT.

CLIENT SOLUTION CUSTOMIZATIONS

JustFOIA is not responsible for any damage caused by the user's customization of the system not performed by JustFOIA. JustFOIA will not be held responsible for correcting any problems that may occur from these customizations.

LICENSED SOFTWARE AND SERVICES

During the term of the Order and any applicable addenda, JustFOIA grants to Client and Client accepts a non-transferable, revocable, non-exclusive, and limited license to use the Solution as defined herein subject to the terms, obligations and restrictions set forth in the Order. All rights to the Solution not granted to Client are reserved by JustFOIA.

CLIENT RESPONSIBILITIES

Files and other content that JustFOIA may provide to Client may be protected by intellectual property rights of others. Client will not copy, upload, download, or share files unless Client has the right to do so. Client, not JustFOIA, will be fully responsible and liable for what is copied, shared, uploaded, downloaded, or otherwise used while using the Solution. Client will not upload malware or any other malicious software to the Solution. Client is also responsible for the timely and accurate fulfillment of records requests, and ensuring that no classified, confidential, or illegal information is provided to or through the Solution.

ACCEPTABLE USE POLICY

Client agrees that it will not misuse or attempt to misuse the Solution, and that the Solution will only be used in a manner consistent with the Order. Client may only store non-confidential data to the Solution. It is understood and agreed that the uploading of confidential data to the Solution shall be allowed for redaction purposes (redaction process not to extend beyond 30 calendar days) and that the Solution is not to be used for long-term storage of unredacted confidential data following closure of the request.

Client acknowledges and agrees that all use of the Solution hosted on the Azure Government Cloud is subject to the Microsoft terms and conditions surrounding the same. JustFOIA's obligations and liability and Client's rights are limited by the same. Further, JustFOIA neither accepts liability for, nor warrants the functionality, utility, availability, reliability, or accuracy of, third-party software or third-party services.

INFORMATION & PRIVACY

By using the Solution, Client will be providing JustFOIA with information. Client retains full ownership of its information, and JustFOIA does not assert ownership. These Terms do not grant JustFOIA any rights to Client's information or intellectual property except for the limited rights that are needed to run the Solution, as explained below.

JustFOIA may need Client's permission to handle its information as directed and required for the functioning of the Solution. An example is hosting files or sharing them. Client hereby grants a license to JustFOIA to use and process such information solely to the extent necessary to fulfill JustFOIA's obligations. This license also extends to trusted third parties JustFOIA works with to do the same.

Client is solely responsible for its conduct, the content of its files, and its communications with others while using the Solution. For example, it is Client's responsibility to ensure that it has the rights or permission needed to comply with these Terms, Terms & Conditions.

INFORMATION SHARING AND DISCLOSURE

JustFOIA may use certain trusted third-party companies and individuals to help JustFOIA provide, analyze, and improve the Solution (including but not limited to data storage, maintenance services, database management, web analytics, payment processing, and improvement of the Solution's features). These third parties may have access to Client's information only for purposes of performing these tasks on JustFOIA's behalf and under obligations similar to those in the Information & Privacy section above.

INTELLECTUAL PROPERTY

The Solution and any services surrounding the same herein are not considered “Works made for Hire” or otherwise a grant of any right, title or interest. Except for the license grant herein, all rights to the Solution and all services surrounding the same are—and remain—with JustFOIA. Client shall retain a non-exclusive, royalty-free, world-wide, perpetual license to use the outputs generated by Solution and stored external to Solution by Client during the Subscription Period.

Except for the license grants hereunder, as between Client and JustFOIA, Client retains all rights to Client data and information.

ACCOUNT SECURITY

Client is responsible for any activity using its account and for safeguarding the passwords used to access the Solution, including not disclosing passwords to any third-party. Client will immediately notify JustFOIA of any unauthorized use of Client’s account. Client acknowledges that if it wishes to protect its transmission of data or files to the Solution, it is Client’s responsibility to use a secure network to communicate with the Solution.

DATA RETENTION & ACCESS

JustFOIA will retain Client’s information (data hosted in the Solution) for as long as its account is active or as needed to provide the Solution. If Client wishes to cancel its account or request that JustFOIA no longer use Client’s information to provide the Solution, Client may request that JustFOIA delete its account. JustFOIA may retain and use Client’s information as necessary to comply with legal obligations, resolve disputes, and enforce mutual agreements. Consistent with these requirements, Client may request that JustFOIA delete Client’s information. Please note, however, that there might be latency in deleting information from JustFOIA servers and backed-up versions might exist after deletion. In addition, JustFOIA does not delete Client information from its server’s files that Client has in common with other users, provided that JustFOIA’s confidentiality obligations will persist with regard to such retained confidential information. Client understands and agrees that once the Client instance of the Solution is decommissioned, JustFOIA may not be able to provide Client a copy of the data included therein. Client agrees that it will back up all Client information that it requires. JustFOIA may decommission any environment after 45 days of Client not maintaining an active subscription to the applicable environment, including without limitation, as a result of non-renewal and/or non-payment. For the avoidance of doubt, if Client has an active subscription, Client may download its data at any time.

NON-JUSTFOIA APPLICATIONS AND PROVIDERS

The Solution may contain links to third-party websites or resources. JustFOIA does not endorse and is not responsible or liable for third-party websites, including, without limitation, availability, accuracy, the related content, products, or services. Client is solely responsible for its use of any such websites or resources.

Acquisition of Non-JustFOIA Products and Services

JustFOIA or third parties may from time to time make available to Client third-party products or services, including but not limited to non-JustFOIA applications and implementation, customization, and other consulting services. Such products and services shall be clearly designated as provided by a third-party in the applicable Order. Any acquisition by Client of such non-JustFOIA products or services, and any exchange of data between Client and any non-JustFOIA provider, is solely between Client and the applicable non-JustFOIA provider. JustFOIA does not warrant or support products or services not provided by JustFOIA, whether or not they are designated by JustFOIA as “Certified” (as that term is defined below) or otherwise, except as specified in the Order and/or applicable addenda. No purchase of non-JustFOIA products or services is required to use the Solution except a supported computing device, operating system, web browser and Internet connection, all of which Client is solely responsible for providing in accordance with the specifications that may be provided by JustFOIA from time to time. For purposes of the Order, “Certified” shall describe applications and other products developed and sold by third parties that JustFOIA has verified interoperate with the Solution.

Non-JustFOIA Applications and Client information

If Client installs or enables non-JustFOIA applications for use with the Solution, Client acknowledges that JustFOIA may allow providers of those non-JustFOIA applications to access Client information as required for the interoperation of such non-JustFOIA applications with the Solution. JustFOIA shall not be responsible for any disclosure, modification or deletion of Client information resulting from any such access by non-JustFOIA application and/or providers. The Solution shall allow Client to restrict such access by restricting users from installing or enabling such non-JustFOIA applications for use with the Solution. JustFOIA is not responsible for, and Client agrees to hold JustFOIA harmless from any third-party claims or liability owed to third parties resulting from any unauthorized use or disclosure or any damage or loss of Client information as a result of use of non-JustFOIA applications or access to Client information by non-JustFOIA application and/or providers.

Integration with Non-JustFOIA Services

The Solution may contain features designed to interoperate with non-JustFOIA applications (e.g., Laserfiche, Adobe, Authorize.net, or PayPal applications). To use such features, Client may be required to obtain access to such non-JustFOIA applications from their providers. If the provider of any such non-JustFOIA application ceases to make the non-JustFOIA application available for interoperation with the corresponding Solution features on reasonable terms, JustFOIA may cease providing such features without entitling Client to any refund, credit, or other compensation, unless the provider of such non-JustFOIA application provides for a refund of such fees.

Service Level Agreement (SLA)



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PURPOSE AND DEFINITIONS

PURPOSE

The purpose of this Service Level Agreement ("SLA") is to formalize an arrangement between JustFOIA, Inc. ("JustFOIA") and the applicable client ("Client") to deliver specific levels of support services included in the applicable JustFOIA subscription ("the Solution").

DEFINITIONS

- 1. Level 1 Support:** Client is expected to have a designated administrator(s) (each an "Administrator") to support its end users and administer the Solution. This includes, but is not limited to, making basic application configurations as well as providing end-user training and support.
- 2. Level 2 Support:** JustFOIA provides support to Client's Administrators. This includes addressing downtime, inaccessibility, or other deficiencies causing the application to not operate as expected.
- 3. Availability:** The Solution is available for normal business use.
- 4. Support Request:** For the purposes of this SLA, a Support Request is defined as a request for support to fix downtime, inaccessibility, or other deficiencies in existing infrastructure configuration and availability.
- 5. Severity Codes:** The following characteristics are used to identify the severity of a problem report:
 - Business and financial exposure
 - Work outage
 - Number of clients affected
 - Availability of a workaround
 - Acceptable response time

A problem must be judged against each of the characteristics to make an overall assessment of which severity level best describes the problem. The Level 2 Support agent and Client jointly determine the initial severity rating for the report. JustFOIA support personnel may then negotiate with Client to modify this severity after the report is elevated to them.

SCOPE OF SUPPORT SERVICES

The following services are provided to Client with an active Solution subscription:

- 1. Level 1 Online Support Access:** In order to aid Client's designated Administrators, JustFOIA provides up-to-date help documentation and video walkthroughs of the Solution's features and functionality. Access to these tools is available 24/7.
- 2. Level 2 Support**
 - a. Live Support hours (Business Hours):** Available by email or phone Monday through Friday, from 8 a.m. to 8 p.m. ET. Excludes major holidays.
 - b. Online Ticketing:** Support requests can be entered online 24/7/365.
 - c. Response Times:** Initial response times are guaranteed based on the severity level of the issue.

Severity 1 (Critical)	Severity 2 (High)	Severity 3 (Medium)	Severity 4 (Low)
Business and Financial Exposure			
The Solution failure creates a serious business and financial exposure.	The Solution failure creates a serious business and financial exposure.	The Solution failure creates a low business and financial exposure.	The Solution failure creates a minimal business and financial exposure.
Work Outage			
The Solution failure causes Client to be unable to work or perform some significant portion of their job.	The Solution failure causes Client to be unable to work or perform some significant portion of their job.	The Solution failure causes Client to be unable to perform <i>some small</i> duties, but still complete other tasks. May also include information requests.	The Solution failure causes Client to be unable to perform a <i>minor</i> portion of their job, but they are still able to complete most other tasks.
Number of Clients Affected			
The Solution failure affects a <i>large</i> number of users.	The Solution failure affects a <i>large</i> number of users.	The Solution failure affects a <i>small</i> number of users.	The Solution failure may only affect one or two users.
Workaround			
Carries the heaviest weighting of the characteristics for Severity 1 and 2.			
There is no acceptable workaround to the problem (i.e., the job cannot be performed in any other way).	There is an acceptable and implemented workaround to the problem (i.e., the job can be performed in some other way).	There may or may not be an acceptable workaround to the problem.	There is likely an acceptable workaround to the problem.
Response Time			
Within one Business Hour.	Within two Business Hours.	Within four Business Hours.	Within four Business Hours.

- 3. Availability:** The Solution is hosted on the Microsoft Azure Government Cloud. JustFOIA guarantees Solution uptime of at least 99.5%. Measurement of uptime will not include planned downtime for scheduled maintenance and upgrades. JustFOIA will monitor the availability of the Solution and make commercially reasonable efforts to ensure that its uptime meets this level of service.
- 4. Scheduled Downtime and Maintenance:** JustFOIA releases new enhancements, bugfixes and/or security updates on a weekly basis. In order to facilitate this process and keep downtime to a minimum, JustFOIA has a

weekly standing maintenance window. This maintenance window is every Tuesday night, from 10 p.m. to 1 a.m. ET. Client will typically experience no downtime during this window. If any additional scheduled maintenance windows are necessary, these are also excluded from the measurement of uptime, and Client will be made aware at least 24 hours in advance.

- 5. Monitoring and Management:** JustFOIA will use commercially reasonable efforts to make sure the Solution is available 24 hours a day, 7 days a week, except for: (i) planned downtime and (ii) any unavailability caused by circumstances beyond our reasonable control. JustFOIA carefully monitors Client's system 24/7 from our cloud-based network operations center. Our engineers handle Solution infrastructure issues 24/7.
- 6. Disaster Recovery and Backup:** Disaster Recovery methodology for the Solution is built upon Azure Site Recovery ("ASR"), a native disaster recovery as a service. ASR replicates all virtual machine ("VM") disks (OS and data for all web, application, and database servers) from the Azure region hosting Client's production environment to a geographically disparate Azure region and keeps the replica up to date within 5 minutes. Azure Backup services are utilized to provide independent and isolated backups to guard against accidental destruction of original data. Backups are stored in a recovery services vault with built-in management of recovery points. JustFOIA does daily snapshots of all VM OS and attached storage disks. JustFOIA's default retention period is 15 days. Locally redundant storage replicates Client's data three times (it creates three copies of data) in a storage scale unit in a data center.

PROCESSES AND PROCEDURES

CALL MANAGEMENT PROCESS

JustFOIA's ticket tracking system will be used to record all problem reports, inquiries, or other types of calls received by Level 2 Support.

METRICS

Metrics Reporting

Standard reports are available upon request. These reports are expected to be produced by JustFOIA's ticket tracking system, which will detail ticket management performance against SLA targets. Metrics only include the support requests that are transferred to JustFOIA for resolution. The metrics will be reported via existing standard ticket tracking system reports available.

Support Metrics Real-Time Monitoring

Client can track and monitor individual support cases in real-time by utilizing JustFOIA's ticket tracking system. Client must use JustFOIA's ticket tracking system to enter troubleshooting tickets.

APPENDIX A

ROLES AND RESPONSIBILITIES

Client

- Client will conduct business in a courteous and professional manner with JustFOIA.
- Client will use its own appropriate help desk to provide Level 1 Support; this includes, without limitation, creating troubleshooting tickets, work orders, and creating the case with JustFOIA's Level 2 Support through JustFOIA's ticket tracking system.
- Client will provide all information required to open a support request.
- Once a support request has been submitted, Client will make its personnel available to work with the JustFOIA representative assigned to the support request.
- Client's end users do not contact JustFOIA support resources directly to report a problem. All problem calls must be logged through the appropriate internal help desk. This ensures maximum availability and response times.
- Client will permit its users to utilize remote assistance software provided by JustFOIA so that Level 2 Support representatives may access Client's machine remotely to diagnose issues.
- Client must adhere to the hosting provider's terms of and acceptable use policy. JustFOIA is not responsible for Client's negligence.

JustFOIA

- JustFOIA will conduct business in a courteous and professional manner with Client.
- JustFOIA will log all information from Client required to establish contact information and document the nature of the problem and the hosted hardware/network environment (as applicable).
- JustFOIA will attempt to resolve problems over the phone on the first call.
- JustFOIA will escalate support request to next level of support upon approach of escalation points.
- JustFOIA will obtain Client's approval before ticket closure or may close the ticket if three (3) business days elapse without an update or response from Client.

There are several roles deployed within JustFOIA that are integral to the provision of support services to Client. These roles include the following:

Support Manager

JustFOIA's Director of Support Services will provide the overall direction of support specialist activities and will participate directly in the production of the associated deliverables when needed. This role reports to JustFOIA's Chief Information Officer.

Technical Support Representative

JustFOIA's Technical Support Representatives work as a dynamic team of support professionals who provide Level 2 infrastructure support for hardware and applications provided and supported by JustFOIA. Reporting to the JustFOIA Director of Support Services, they are responsible for the timely submission of all deliverables. Duties include:

- Dedicating 100 percent of time to the support of existing clients.
- Conducting all root-cause analysis and bug fix isolation and resolution activities and documenting individual tasks, as assigned by JustFOIA's Director of Support Services.
- Acting as a point of contact for all infrastructure issues (including downtime issues, backup and recovery plans, connectivity loss, and latency diagnosis).
- For enhancements, determining the potential high-level effort for all changes. Based on that determination, either passing it to a JustFOIA's Sales or Professional Services team member if it is not a technical support related issue or completing it themselves if possible and applicable to technical support duties.
- Identifying tasks associated with each support request and deriving time estimates for the completion of each task.
- Responding to and updating tickets.

- Assisting Client in testing to resolve application problems.
- Providing knowledge transfer to escalated JustFOIA support resources when needed.
- Preparing weekly and monthly status reports for pending support tickets when requested.

Escalated/Overflow Support Representative

These representatives are responsible for the timely submission of all deliverables and typically have other higher-level job duties such as Project Management, Systems Engineer, Managed Support Services, or Development. Their duties include acting in the capacity of a Technical Support Representative when there are additional capacity issues or escalation needs that are related to technical support.



Proposal

Valid for 60 days from date of receipt

Company Overview

CivicPlus started back in June of 1998 with a simple yet powerful vision: to develop technology solutions that empower local government staff to manage daily operations efficiently without depending on paper-based processes or complex systems.

Today, CivicPlus provides public sector technology that provides intelligent automation for staff and a unified experience for residents. CivicPlus solutions help increase process efficiency by up to 40%, freeing staff to improve community engagement. Our wide range of government software solutions are designed to be flexible, scalable, and customizable, ensuring a singular experience for residents and staff.

OUR PORTFOLIO INCLUDES:

- Municipal Websites
- Web Accessibility
- Agenda and Meeting Management
- Mass Notification
- Social Media Archiving
- NextRequest
- Recreation Management
- SeeClickFix 311 CRM
- Municode Codification
- Process Automation and Digital Services
- Community Development
- Asset Management
- Utility Billing
- Resident Portal

Company Contact Information

302 S. 4th Street, Suite 500
Manhattan, KS 66502
Toll Free: 888.228.2233
Fax: 785.587.8951
civicplus.com



Experience & Recognition

25+ Years

13,000+ Customers

950+ Employees

With public service in our DNA, our 25-year heritage of success is fueled by the expertise of our product innovators—many of whom served in local government. Our commitment to deliver impactful solutions in design and development, end-user satisfaction, and secure hosting has been instrumental in making us a leader in government technology. We are proud to have earned the trust of our over 13,000 customers and their over 100,000 administrative users. In addition, over 340 million residents engage with our solutions daily. With such experience, we are confident that we can provide the best solution for you.

We're proud to be recognized in various ways for our dedication and service to our customers.

- Winner of multiple Stevie® Awards, the world's top honors for customer service, sales professionals, and more.
- Designated a top-100 U.S. company by Government Technology magazine for making a difference in the public sector.
- Selected by Inc. Magazine as "One of the Fastest Growing Privately-Held Companies in the U.S." each year since 2011.
- Certified™ by Great Place To Work®, which is a prestigious award is based entirely on what current employees say about their working experience.



The Best-Run Local Governments Run on CivicPlus Technology

Government leaders tell us that one of their most pressing needs is to improve how residents access and experience municipal services. However, they struggle with budget cutbacks and technology constraints. With CivicPlus, leaders can finally overcome the perpetual trade-off between the demand for better services and the realities of operational resources, by leveraging the unique Civic Impact Platform to deliver both unmatched end-to-end automated efficiency and truly unified, delightful resident experiences.

CivicPlus is the only government technology company exclusively committed to being a trusted partner for impact-led government, enabling our customers to efficiently keep our communities informed, involved, and connected using our innovative and integrated technology solutions built and supported by former municipal leaders and award-winning support teams. With it, our customers increase revenue and operate more efficiently while nurturing trust among residents.



The Civic Impact Platform

The comprehensive Civic Impact Platform delivers unmatched end-to-end efficiency, supercharging staff impact through intelligent automation, and unlocking collaboration in and across departments. At the same time, this unique platform delivers a truly unified residence experience, delighting residents with a singular profile and single sign-on for friction-free, no-hassle services. With CivicPlus, your team is always change-ready, staying a step ahead of disruption, whether evolving compliance and accessibility requirements, civil emergencies, and more.



IMPACT-LED GOVERNMENT

Impact-led government aims to create lasting community change by improving and modernizing processes with automation, collaboration, and data insights. This approach helps staff work efficiently and makes services more accessible, addressing needs proactively. Our Civic Impact Platform is guided by five core principles:

1. **Modernize and connect every function:** Work better together through intelligent automation, efficiency, and stronger collaboration.
2. **Deliver a singular, personalized resident experience:** Replace hassle with friction-free delight, delivering a unified profile and intuitive, consistent experiences.
3. **Supercharge staff impact:** Boost staff performance with automated tasks, data-driven decisions, and aligned priorities and processes.
4. **Strengthen compliance, accessibility, and readiness:** Forward-thinking best practices and continuous adaptation.
5. **Consolidate on a comprehensive, purpose-built platform:** Choose solution breadth, eliminate multiple vendors, and gain compounding value over time.



CivicPlus Resident Portal

THE NEXT EVOLUTION IN DIGITAL RESIDENT ENGAGEMENT

CivicPlus Portal is a mobile-friendly, personalized online hub from which residents can quickly, easily, and securely obtain information, access resources, discover services, complete transactions, and interact with their local government administration. It is the public gateway to the Civic Impact Platform, empowering resident self-service from one central location for everything from submitting forms, referencing recent legislation, and engaging with public meetings to managing individual alert and notification preferences.



Personalized Resident Benefits:

- One username, password, or popular platform-enabled single sign-on (via Facebook, Google, Microsoft, or Apple) to securely manage their user profile and interact with all their government resources and information.
- A personalized, customizable dashboard that serves as the launchpad to save frequently accessed digital services, view past interactions, bookmark frequent payment options, and stay up to date with featured, meaningful content.
- Anytime, anywhere access from any device.
- Enabling self-service form viewing, submission, and payments to support a variety of digital transactions from parking permits and business licenses to pet adoptions.
- Easy management of individual communication preferences related to routine and emergency alerts, website newsletters, and agenda & meeting notifications from one single view.
- A centralized hub to submit and track requests, such as public records requests, non-emergency issues, and code enforcement complaints and violations.

Staff and Administrator Benefits:

- A low-maintenance tool for administrators to easily spotlight information, share content, and link to services to further promote local government initiatives while improving public transparency and trust.
- Ability to consolidate digital services from multiple CivicPlus and third-party solutions into one intuitive, accessible, and responsive interface.
- Consolidation of siloed alerts and notifications from the variety of solutions you control into a single view residents to sign up for and manage.
- Localization of cross-department payments and forms in one place, including those from CivicPlus and third-party solutions, enhancing residents' convenience for increased payments and engagement.
- Multi-factor authentication options and optimized for security and accessibility.



Support Services

TECHNICAL SUPPORT

With technology, unlimited support is crucial. Our live technical support engineers based in North America are ready to answer your staff members' questions and ensure their confidence. CivicPlus' support team is available to assist with any questions or concerns regarding the technical functionality and usage of your new solution.

CivicPlus Technical Support hours typically span between 7 a.m. to 7 p.m. CST, but vary by product. You can access a Technical Support Team via a toll-free number as well as an online email support system for users to submit technical issues or questions. Our current initial response time is 4-hours for email tickets during normal hours. Further, emergency technical support for urgent requests is available 24/7 for designated, named points-of-contact for most products.



Award-Winning Support

CivicPlus has been honored with four Gold Stevie® Awards, eight Silver Stevie® Awards, and eleven Bronze Stevie® Awards. The Stevie Awards are the world's top honors for customer service, contact center, business development, and sales professionals.

CIVICPLUS HELP CENTER

CivicPlus customers have 24/7 access to our online Help Center where users can review articles, user guides, FAQs, and can get tips on best practices. Our Help Center is continually monitored and updated by our dedicated Knowledge Management Team to ensure we are providing the information and resources you need to optimize your solution. The Help Center also provides our release notes to keep your staff informed of upcoming enhancements and maintenance.

CONTINUING PARTNERSHIP

We won't disappear after your website is launched. You'll be assigned a dedicated customer success manager. They will partner with you by providing information on best practices and how to utilize the tools of your new system to engage your residents most effectively.

Proposal Disclaimer

Proposal as Non-Binding Document

A successful project begins with a contract that meets the needs of both parties. This proposal is intended as a non-binding document, and the contents hereof may be superseded by an agreement for services. Its purpose is to provide information on a proposed project we believe will meet your needs based on the information available. If awarded the project, CivicPlus reserves the right to negotiate the contractual terms, obligations, covenants, and insurance requirements before a final agreement is reached. We look forward to developing a mutually beneficial contract with you.





Standard Package

NextRequest History

NextRequest was founded with a singular vision: to transform how public agencies handle records requests. Born out of Code for America, a national nonprofit dedicated to improving government services through technology, NextRequest was purpose-built as a specialized solution to streamline the public records process. Our founders understood that transparency and accessibility are fundamental to building trust between government and residents, but that existing systems were outdated, inefficient, and often frustrating for both requesters and staff.

With a deep commitment to efficiency, compliance, and transparency, NextRequest has grown into the leading platform for automating and managing public records requests. We've tailored our solution to meet the unique needs of government agencies, with a focus on simplifying workflows, improving user experiences, and ensuring regulatory compliance.

Now a part of CivicPlus, NextRequest continues to innovate within the public sector, offering a flexible and scalable solution that helps agencies at all levels better serve their communities and fulfill public records laws with confidence.



NextRequest at a Glance



Serious About Security

SOC 2 Type II Audit, AES-256 encryption, and more



Batch Redaction

Draft redaction, bulk redaction, and more



Experts in Record Requests

Records requests software is all we do



FOIA-Specific Customer Service

All customers assigned a Customer Support Specialist



950+ Customers

And growing fast



Customers Love Us

Check out our glowing Capterra & G2Crowd reviews

“The batch redaction tool is life-changing.”

Robby Conteras, National City, CA



Standard Plan Overview

Licensing

- Unlimited Staff Users
- Unlimited Departments
- 10 Admin-Publisher Users
- 2 TB Storage

Resident-Facing Public Portal

- Unlimited Updates
- Customizable Request Form
- Real-Time Request Diversion Alerts
- Agency-Specific URL
- Optional Request and Record Publishing

Workflows & Automation

- Due Date Calculation, Reminders, and Status Indicators
- Departmental Routing and Point of Contact Automation
- Automated Request Acknowledgment and Updates
- Task Assignment, Tracking, and Reminders
- Unlimited Message Templates
- Timeline Audit Trail, Email and Record Monitoring
- Support Any File Size or Type

Review & Redaction with Unlimited Users

- Basic Redaction and RapidReview Module
- Custom Exemption List and Automated Log
- Custom Redaction Patterns

Invoicing & Payments

- Unlimited Invoicing Templates
- Time Tracking and Cost Calculation
- Integration for Online Credit Card Payments (+)

Tracking & Reporting

- Automated Reporting
- Administrative Dashboard
- Customizable Reports

IT & Compliance

- Automated Retention Scheduling
- CivicPlus SSO Integration
- SOC 2 Type II Audit
- CJIS Attestation Available
- HIPAA Compliance Available with BAA
- Custom IdP SSO (+)
- Risk Module (+)

Support

- In-App Chat, Phone, and Email Support
- 24/7 Help Center Access



Plan Details



ADMINISTRATIVE TOOLS

- Unlimited updates to branding and public portal settings
- Configurable due date calculation, with a custom holiday calendar and configurable reminders
- Configurable departments with associated staff and staff backups
- Automatic request routing to predefined user groups or departments
- User-configurable email alert preferences
- User-configurable templates for acknowledgment, messages, and closure reasons
- Customizable tags to categorize requests

PERMISSIONS & VISIBILITY

- Role-based permissions to allow controlled access to specific feature sets
- Default request visibility settings to ensure consistent internal visibility
- Change the visibility of a request in two clicks to make it more restricted

REQUESTER & PUBLIC ACCESS

- Requesters are not required to create an account, no roadblocks to transparency
- Choose whether to make a request public or only available to the requester
- Records can be viewed in application or downloaded in two clicks
- Record availability and hosting is dependent on your retention schedule
- Supports any file type, including PDF, email extracts, audio, video, etc.

CUSTOM FORMS

- Staff can customize request forms to allow requesters to select a department and provide additional information with custom fields
- Add tips, FAQs, T&C's, etc. to make the process more accessible and easier to understand for requesters
- Allow requesters to upload documents if required
- Staff can manually enter a request if it is received in another format and notate such (fax, mail, phone, etc.)

**NEXTREQUEST
BY THE NUMBERS**

2M+ Requests Fulfilled
20M+ Documents Processed

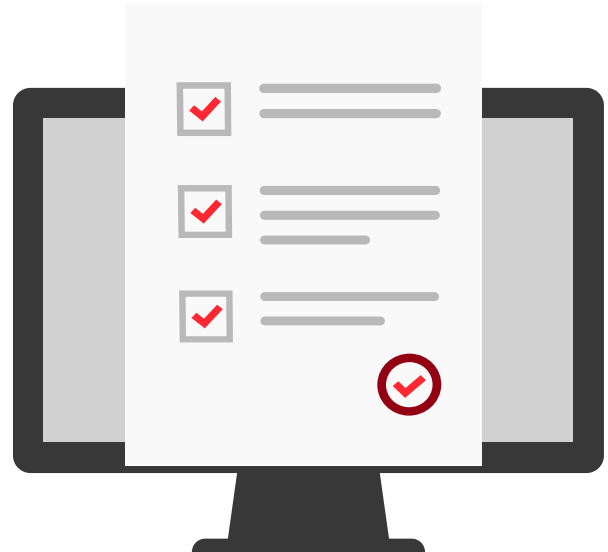


REQUEST DIVERSION

- In seconds, create real-time keyword alerts that trigger pop-up messages for requesters
- Redirect requesters to existing information online, provide additional tips, or proactively redirect them to the correct agency
- Allow requesters to review and reference past requests and documents to reduce duplicate requests

COMPLIANCE ENABLEMENT

- Automatic email notifications for requests that are “overdue”, “due tomorrow” and “due soon”
- Automatic status indicators show which requests are overdue, due soon, paused, etc.
- Task reminders are separate from due date reminders to ensure all steps are completed in a timeline manner
- Automated request acknowledgment to help satisfy legal requirements
- Timeline tracking of each request provides an audit trail for accountability and legal protection
- Provide additional documentation to your Timeline with custom notes
- Track if a requester has viewed a message, or viewed or downloaded released records
- Retention scheduling ensures requests and records are not kept longer than legally required
- Email bridge allows users to send messages via email without logging into the application, while still being tracked



BASIC REDACTION

- Redact manually with rectangles and highlighters, or search for text or patterns
- Custom exemption list and custom redaction patterns
- Automatically generated redaction log for transparency and compliance
- Automatically generates both redacted and original versions of your documents

RAPIDREVIEW MODULE

- All the functions of the Basic Redaction tool plus...
- Extract PST and MSG files for review, with email deduplication
- Efficiently review large amounts of documents and emails in context and create review workflows
- True Batch Redaction to handle hundreds of records at once, with all redactions autosaved as draft so you never lose your work
- Collaborate on redactions before finalization and release
- Take batch actions on records to move, delete, release, or zip hundreds of records at once
- Optical character recognition (OCR) available to help decipher the text on scanned documents

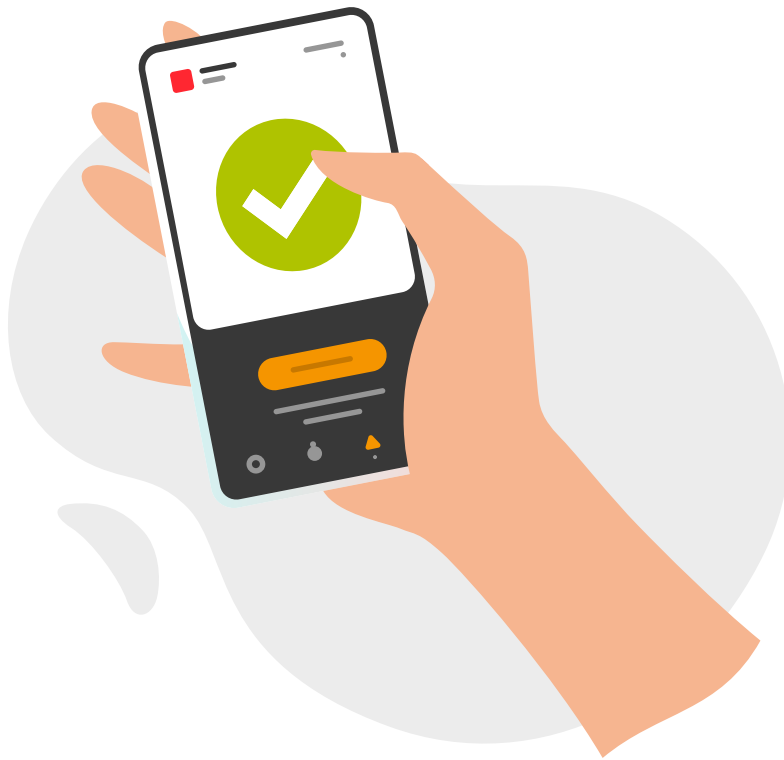


COST, INVOICING, AND PAYMENTS

- Track staff time per request with automated cost calculation
- Send and track invoices, with option to receive payments online via credit card (PCI compliant)
- Create unlimited invoicing templates for different fees

TRACKING AND REPORTING

- Automated reports that showcase request volume, average fulfillment, departmental breakdown and more
- The Administrative Dashboard provides quick insight to overall status and performance
- Run custom reports based on numerous request variables



Our records request software empowers organizations to collaborate remotely and asynchronously.



Hosting & Security

INFRASTRUCTURE

Application Security – NextRequest servers and databases are hosted on Amazon Web Services. All data is hosted in the United States.

Storage Security – Customer image assets and documents are stored in Amazon S3.

Backups – Your data is backed up daily, weekly, and monthly.

Redundancy – We maintain redundancy to prevent single points of failure, are able to replace failed components, and utilize multiple data centers designed for resiliency.

Disaster Recovery – We have a step-by-step plan in place to take precautions and minimize the effects of a disaster.

COMPLIANCE

SOC 2 Type II Audit – NextRequest has successfully completed a SOC 2 Type II audit.

Accessibility – NextRequest product is compliant with both WCAG 2.1, Level A and Level AA and also compliant with WCAG 2.2, Level A and Level AA

CJIS – NextRequest enables agency Criminal Justice Information Services (CJIS) compliance by mapping features and the organization to CJIS security controls.

Encryption – All data is encrypted at rest using AES-256 and in transit using TLS v1.2. Documents can only be accessed through a valid token that expires. For data, we encrypt in transit using TLS 1.2 and AES-256 at rest.

Codebase – The NextRequest codebase is built on the latest version of Ruby and Ruby on Rails. Changes are made to repositories via GitHub Pull Requests (PRs).

HTTPS & SSL – All web requests between web clients and NextRequest are secured by TLS version 1.2.

Monitoring – Standard application logs are collected daily and weekly. Individual user access is logged within the application and kept in application logs. System status reports are available 24/7 here: <https://bit.ly/2YGxbhZ>

Security Updates – NextRequest's architecture allows security updates to be made to all customers in real-time, preventing delays in the patching of security vulnerabilities.

Data Destruction – At the request of a customer, we will expunge all customer data from NextRequest servers.

ADDITIONAL INFORMATION

Updates & Patches – NextRequest uses a software-as-a-service (SaaS) delivery model. This means customers are always using the most up-to-date version of the application and don't have to wait for new releases, including security updates. Development is conducted on a 2-week cycle.

Single Sign-On (SSO) – NextRequest can add SSO integrations including Active Directory and OAuth to improve password security and access controls across the enterprise organization.

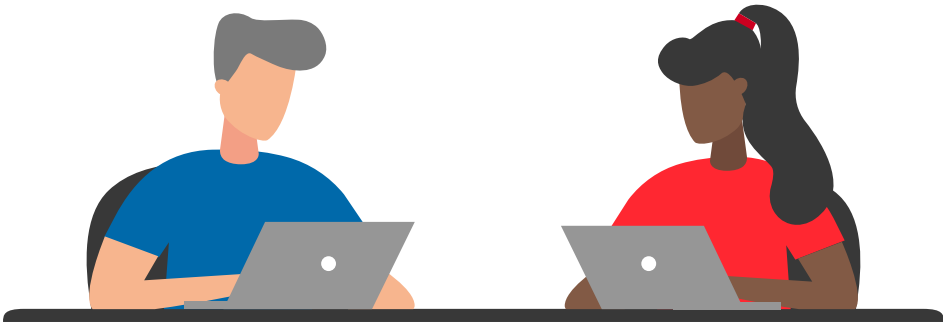
Password Standards – We enforce strong passwords based on the NIST 800-63B guidelines.

Browser Compatibility – NextRequest is optimized for Chrome but works with IE11 and up and other modern web browsers.

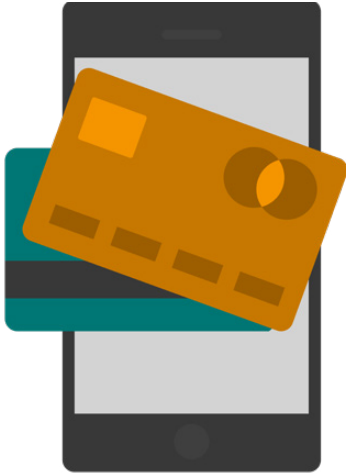


Implementation

A typical implementation process is not necessary since you are a current CivicPlus customer. A transition period and data migration are not needed. Tips and training with your customer success manager are free to better utilize all of your NextRequest solution has to offer. Should you desire more formalized training for your staff, additional training can be purchased.



Optional Add-Ons



Credit Card Processing

To enhance your customer experience, CivicPlus integrates with a limited number of external payment processors to provide secure, PCI-compliant payment processing.

If utilizing a partnered external processor, CivicPlus can assist you with the facilitation, set-up, support, and troubleshooting services. In addition to our partner network, CivicPlus maintains integrations with additional external processors, in a more limited fashion, to assist you in implementing a successful system. Additional details on our supported external processor network is available upon request.

To utilize any of the integrated external processor, an agreement will need to be executed directly between you and the vendor that will assess separate merchant account and transaction fees. Use of an external processor may be subject to additional CivicPlus fees to maintain these solutions. Additional information can be provided upon request.

Because EMV devices are encrypted specifically for individual payment processors, you'll need to procure any required devices directly from your selected external processor for either purchase or rent. We are happy to assist in your procurement of such devices.

Risk Module

- Personally Identifiable Information, like full names, phone numbers, SSNs, mailing addresses, passport numbers, and much more
- Credentials, including many common API and encryption keys
- Financial Information, like credit card and bank account numbers
- Personal Health Information, including identification numbers associated with health insurance, prescription drugs, and medical devices
- An extra layer of security to help keep track of how many documents have been reviewed and understand their 'Risk Level' on a scale from Low to High, based on the information identified





CivicPlus

302 South 4th St. Suite 500
 Manhattan, KS 66502
 US

Quote #:
CivicPlus Pricing
Approval Date:
Expires On:

Statement of Work
 Q-123124-1
 4/17/2026 9:31 AM
 5/31/2026

Client:
 City of Rogers - Police, MN

Bill To:
 ROGERS CITY, MINNESOTA

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Megan Poole		megan.poole@civicplus.com		Net 30

Discount(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	NextRequest Year 1 Annual Fee Discount	Year 1 Annual Fee Discount

One-time(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	NextRequest PT Standard Implementation	Standard Implementation (Virtual Only): Admin Users: 1 Kickoff Call, 1 Admin Training. Staff Users have Access to a monthly webinar for general training and questions
1.00	NextRequest Standard Implementation	Standard Implementation (Virtual Only): Admin Users: 1 Kickoff Call, 1 Admin Training. Staff Users have Access to a monthly webinar for general training and questions
1.00	NextRequest External Processor Implementation - Elavon Converge	Includes setting CivicPlus Pay configuration, configuring CivicPlus products for accepting payments, advanced troubleshooting with our partner's support.

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	NextRequest PT Standard Plan	NextRequest Standard Plan for local agencies; Unlimited Staff Users, Up to 10 Admin-Publisher Users, Up to 2TB Storage. Core Features: Review & Redaction Features, Payments, IT & Compliance Features

QTY	PRODUCT NAME	DESCRIPTION
1.00	NextRequest Additional Portal - Standard	NextRequest Additional Portal - Standard
1.00	NextRequest External Processor Annual Fee - Elavon Converge	Pay Maintenance and Support Annual Fee

Total Investment - Initial Term	USD 23,261.00
Annual Recurring Services (Subject to Uplift)	USD 16,761.00

Initial Term	12 Months Beginning at Signing
Initial Term Invoice Schedule	100% Invoiced upon Signature Date

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	5% to be applied in year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"). By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.

Acceptance of Quote # Q-123124-1

The undersigned acknowledges having read, understood, and agreed to be bound by the binding terms and conditions incorporated into this SOW. This SOW shall become effective as of the date of the last signature below ("Effective Date").

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

CivicPlus

By (please sign):

By (please sign):

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)



CivicPlus

302 South 4th St. Suite 500
 Manhattan, KS 66502
 US

Quote #:
CivicPlus Pricing
Approval Date:
Expires On:

Statement of Work
 Q-123324-1
 4/17/2026 9:32 AM
 5/31/2026

Client:
 City of Rogers - Police, MN

Bill To:
 ROGERS CITY, MINNESOTA

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Megan Poole		megan.poole@civicplus.com		Net 30

One-time(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	NextRequest PT Standard Implementation	Standard Implementation (Virtual Only): Admin Users: 1 Kickoff Call, 1 Admin Training. Staff Users have Access to a monthly webinar for general training and questions
1.00	NextRequest Standard Implementation	Standard Implementation (Virtual Only): Admin Users: 1 Kickoff Call, 1 Admin Training. Staff Users have Access to a monthly webinar for general training and questions

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	NextRequest PT Standard Plan	NextRequest Standard Plan for local agencies; Unlimited Staff Users, Up to 10 Admin-Publisher Users, Up to 2TB Storage. Core Features: Review & Redaction Features, Payments, IT & Compliance Features
1.00	NextRequest Additional Portal - Standard	NextRequest Additional Portal - Standard

Total Investment - Initial Term	USD 18,476.00
Annual Recurring Services (Subject to Uplift)	USD 14,976.00

Initial Term	12 Months Beginning at Signing
Initial Term Invoice Schedule	100% Invoiced upon Signature Date

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	5% to be applied in year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"). By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.

Acceptance of Quote # Q-123324-1

The undersigned acknowledges having read, understood, and agreed to be bound by the binding terms and conditions incorporated into this SOW. This SOW shall become effective as of the date of the last signature below ("Effective Date").

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

CivicPlus

By (please sign):

By (please sign):

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)